

IT/GB-7/17/Report

***SEVENTH SESSION OF THE
GOVERNING BODY OF THE
INTERNATIONAL TREATY
ON PLANT GENETIC
RESOURCES FOR FOOD
AND AGRICULTURE***

Kigali, Rwanda, 30 October–3 November 2017

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

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**SECRETARIAT OF THE INTERNATIONAL TREATY ON PLANT GENETIC
RESOURCES FOR FOOD AND AGRICULTURE**

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Rome, 2017

The documents of the Seventh Session of the Governing Body
of the International Treaty on Plant Genetic Resources for Food and Agriculture
are available on the Internet at: www.fao.org/plant-treaty

They may also be obtained from:

The Secretariat of the International Treaty
on Plant Genetic Resources for Food and Agriculture
Climate, Biodiversity, Land and Water Department
Food and Agriculture Organization of the United Nations
00153 Rome, Italy
E-mail: PGRFA-Treaty@fao.org

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REPORT OF THE SEVENTH SESSION OF THE GOVERNING BODY OF THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

INTRODUCTION

1. The Seventh Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (Seventh Session) was held in Kigali, Rwanda, from 30 October to 3 November 2017. The list of delegates and observers is available on the International Treaty's website.¹

OPENING CEREMONY

2. An opening ceremony was held on 30 October 2017. The Chair of the Governing Body, Mr Muhamad Sabran (Indonesia), opened the ceremony and welcomed all participants. He expressed his appreciation to the Government of the Republic of Rwanda for hosting this important Seventh Session.

3. Mr José Graziano da Silva, Director-General, Food and Agriculture Organization of the United Nations (FAO), addressed the Seventh Session via a video message. Mr da Silva stressed that the United Nations Sustainable Development Agenda was an integral part of the work of the FAO and of the International Treaty. In Mr da Silva's view, sustainable development was key in feeding our world now and in the future. The International Treaty played an important role and had the potential to make an even larger impact. Mr René Castro-Salazar, Assistant Director-General, Department of Climate, Biodiversity, Land and Water, FAO, provided introductory remarks. Mr Castro-Salazar emphasized the importance of preserving agricultural biodiversity in the face of climate change. FAO is committed to supporting the work of the International Treaty and he hoped that as Contracting Parties deliberated on important issues, they would do so in the spirit of solidarity and the desire to arrive at mutually beneficial compromises for the common good.

4. Mr Kent Nnadozie, Secretary a.i. of the Governing Body, extended his sincere gratitude to the Government of Rwanda for hosting the Seventh Session and also thanked the Government for the commitment to implementing the International Treaty. Mr Nnadozie emphasized that the challenge for the Governing Body would be to maintain momentum and continue making meaningful contributions towards global food security and the achievement of the 2030 Agenda for Sustainable Development.

¹ <http://www.fao.org/3/a-bu009e.pdf>

5. Ms Marjory Jeke, Farmer, presented the positive results of the Benefit-sharing Fund project that she was participating in. She highlighted that, with the financial support from the Benefit-sharing Fund, small farmers like her were able to grow a diverse range of crops and mitigate the impacts of climate change, including through participatory plant breeding. She requested more support to the Benefit-sharing Fund for small farmers in developing countries to conserve and use crop diversity.

6. Mr Jean-Christophe Gouache, President, International Seed Federation (ISF), expressed the readiness of the seed sector to make a significant commitment to enhance the benefit sharing provisions of the Multilateral System. He emphasized that the ISF had already demonstrated its commitment to the International Treaty by making voluntary financial contributions and actively engaging in discussions for the enhancement of the Multilateral System. Such commitment led to the recent signing of a Declaration of Commitment by 41 seed companies to join a subscription system.

7. Mr Timothy Fischer, Vice-Chair, Executive Board, Global Crop Diversity Trust, emphasized the importance of cooperation between the Crop Trust and the International Treaty to support *ex situ* conservation of plant genetic resources for food and agriculture, in particular to meet the Sustainable Development Goal 2 to end hunger, achieve food security and improved nutrition, and to promote sustainable agriculture. He stressed that the relationship between the two institutions must continue evolving and strengthening not only on technical issues but also on awareness raising and resource mobilization to jointly achieve the common goal of feeding the world.

8. Ms Marie Ann Tutwiler, Director-General, Bioversity International, highlighted the privileged relationship between CGIAR and the International Treaty. Ms Tutwiler described the important role played by the crop enhancement programs of CGIAR in using genetic diversity to support the Sustainable Development Goals, as well as efforts to encourage participatory approaches to the management of diversity. She concluded that the CGIAR Centers were constantly exploring new partnerships with national programs, farmer community organizations, NGOs, and the private sector to ensure that crop diversity would be available to farmers through formal, informal and integrated seed systems.

9. H.E. Geraldine Mukeshimana, Minister of Agriculture and Animal Resources, Republic of Rwanda, welcomed all participants in the Seventh Session to Rwanda. Recognizing the importance of sustainable management of agricultural biodiversity, H.E. Mukeshimana presented the significant achievements that Rwanda made in the post genocide reconstruction in improving agricultural productivity and poverty reduction. She also illustrated the country's efforts to implement the International Treaty by establishing relevant laws, policies and strategies as well as through a genebank to conserve plant genetic resources in the country. She noted that the enhancement of the Multilateral System was an important agenda item of this Seventh Session, and appealed to the

Governing Body to come up with a clear mechanism of benefit-sharing acceptable by all parties. H.E. Mukeshimana concluded by highlighting the paramount importance of safeguarding Farmers' Rights, especially the right to equitably participate in sharing the benefits arising from the utilization of plant genetic resources for food and agriculture.

10. The statements delivered at the opening ceremony are contained in *Appendix E*.

CHAIRPERSON AND VICE-CHAIRPERSONS

11. At the end of its Sixth Session, the Governing Body had elected Mr Muhammad Sabran (Indonesia) as Chairperson of the Seventh Session, and the following Vice-Chairpersons: Mr Francis Leku Azenaku (Africa Region), Ms Svanhild-Isabelle Batta Torheim (Europe Region), Mr Javad Mozafari Hashjin (Near East Region), Mr Michael Ryan (South West Pacific Region), Antonio Otávio Sa Ricarte (Latin America and the Caribbean Region), and Ms Felicitas Katepa-Mupondwa (North America Region).

12. In the course of the biennium, in accordance with Rule II.1 of the *Rules of Procedure*,² Ms Catherine Stephenson and Ms Christiane Deslauriers replaced Mr Michael Ryan and Ms Felicitas Katepa-Mupondwa, respectively. Subsequently, Mr Matthew Worrell acted as alternate of Ms Catherine Stephenson. The Government of Cameroon designated Mr MOUNGUI MÉDI as the representative of the Africa Region in replacement of Mr Francis Leku Azenaku, who passed away.

13. The Chairperson of the Seventh Session of the Governing Body welcomed all participants and opened the Seventh Session.

ADOPTION OF THE AGENDA

14. The Governing Body considered the *Provisional Agenda*,³ and amended it to include *Digital Sequence Information* under the agenda item, *Multi-Year Programme of Work for 2018–2025*. Accordingly, the Governing Body adopted the Agenda for the Seventh Session, as given in *Appendix B*. The List of Documents for the Session is contained in *Appendix C*.

PARTICIPATION OF OBSERVERS

15. The Governing Body took note of the observers who had requested to be present at the Seventh Session,⁴ and approved their participation.

² “If a Bureau member is unable to temporarily carry out any of his or her functions, the Contracting Party of that Bureau member may designate an alternate”.

³ IT/GB-7/17/1

⁴ IT/GB-7/17/4

ELECTION OF THE *RAPPORTEUR*

16. The Governing Body elected Mr Tetsuya Otomo (Japan) as *Rapporteur*.

APPOINTMENT OF THE CREDENTIALS COMMITTEE AND VERIFICATION OF CREDENTIALS

17. The Governing Body elected seven Members of the Credentials Committee from the following Contracting Parties: Rwanda, Brazil, Syrian Arab Republic, Nepal, Samoa, United States of America and Spain. Ms Christine Mukantwali (Rwanda) served as the Chairperson of the Committee.

18. The Credentials Committee recommended the acceptance of a total of eighty-nine credentials in accordance with the FAO rules. The number to establish a quorum for the meeting was set at seventy-three, in accordance with Article 19.8 of the International Treaty.

19. The Governing Body accepted the recommendation of the Credentials Committee on the credentials to be accepted. The list of Contracting Parties and Contracting States, as of 30 October 2017, is contained in *Appendix D*.

ESTABLISHMENT OF A BUDGET COMMITTEE

20. The Governing Body considered the documents, *Financial Report on Progress of the Work Programme and Budget for the 2016–2017 Biennium*,⁵ *Financial Report on Progress of the Work Programme and Budget for the 2016–2017 Biennium – Update at 16 October 2017*,⁶ *Draft Work Programme and Budget for the 2018–2019 biennium*,⁷ and *Draft Programme of Work and Budget for the 2018–2019 biennium: Donor-Supported Activities under the Special Fund for Agreed Purposes*.⁸ The Governing Body decided to establish a Budget Committee. The Committee was co-chaired by Mr Matthew Worrell (Australia) and Mr Yacoob Mungroo (Mauritius).

REPORT OF THE CHAIRPERSON OF THE GOVERNING BODY

21. In his report,⁹ Mr Muhamad Sabran noted that the International Treaty was going through a phase of real enhancement and transformation, entailing both opportunities and significant risks, which touched upon its main systems, its text, and also the administration of the Secretariat. He recounted some of the major activities related to the preparations for the Seventh Session and the

⁵ IT/GB-7/17/27

⁶ IT/GB-7/17/27 Add.1

⁷ IT/GB-7/17/28.

⁸ IT/GB-7/17/28 Add.1.

⁹ IT/GB-7/17/4

activities delegated to the Bureau by the Sixth Session of the Governing Body, as well as his activities as Chairperson of the Seventh Session. In particular, he highlighted the preparation and finalization of the Fourth Call for Proposals under the Benefit-sharing Fund and its approval by the Bureau. He noted that two members of the Bureau were involved in the selection process for the new Secretary of the Governing Body. Moreover, he drew attention to the importance of the outcomes of the Global Consultation on Farmers' Rights held in 2016, and the need to further the work on Article 9 of the International Treaty and support countries in its domestic implementation. The Governing Body noted the extensive work carried out by the Chairperson and the Bureau of the Seventh Session and commended them for their efforts and achievements.

REPORT OF THE SECRETARY OF THE GOVERNING BODY

22. In his report,¹⁰ Mr Kent Nnadozie, Secretary a.i. of the Governing Body, provided a summary of intersessional processes and activities that he had overseen since his appointment in October 2016, as well as policy and operational developments of relevance to the preparations for the Seventh Session of the Governing Body. Mr Nnadozie highlighted the support provided to the various meetings for the Working Group to Enhance the Functioning of the Multilateral System, and the support provided to delegates and national focal points through regional consultations and other technical meetings. He commended the staff of the Secretariat for their support and their immense commitment to the delivery of the Work Programme of the Governing Body. He noted the critical importance of communication and outreach in the work of the International Treaty and referred to the draft communication strategy prepared under the guidance of the Bureau. He underlined his commitment to increasing transparency and accountability in the use of resources and to regularly providing updated information. The Governing Body commended the Secretary for the amount and the quality of the work accomplished since he took office.

THE 2030 AGENDA FOR SUSTAINABLE DEVELOPMENT AND THE ROLE OF PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

23. The Governing Body considered the document, *2030 Agenda for Sustainable Development and the role of Plant Genetic Resources for Food and Agriculture*,¹¹ and adopted Resolution 1/2017, as contained in *Appendix A.1*.

¹⁰ IT/GB-7/17/5

¹¹ IT/GB-7/17/6

ENHANCEMENT OF THE FUNCTIONING OF THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING

24. The Governing Body considered the documents, *Report of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System*,¹² *Report of the Seventh Meeting of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System*,¹³ *Co-chairs' Proposal from the Outcomes of the Meetings of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System*.¹⁴

25. One Contracting Party did not agree with the process and the outcomes of the work on the enhancement of the functioning of the Multilateral System of Access and Benefit-sharing, and the Annex to Resolution 2/2017. This Contracting Party did not block consensus. This Contracting Party reserved its right to submit a new text proposal for the revision of the Standard Material Transfer Agreement at the Eighth Session of the Governing Body.

26. The Governing Body adopted Resolution 2/2017, as contained in *Appendix A.2*.

PROPOSAL FOR AN AMENDMENT OF THE INTERNATIONAL TREATY

27. The Governing Body considered the document, *Proposal for an Amendment of the International Treaty*,¹⁵ and decided to consider it in conjunction with the agenda item on *Enhancement of the Functioning of the Multilateral System of Access and Benefit-sharing*, for which it adopted Resolution 2/2017.

ENHANCEMENT OF THE FUNDING STRATEGY OF THE INTERNATIONAL TREATY

28. The Governing Body considered the document, *Report of the Ad Hoc Advisory Committee on the Funding Strategy*,¹⁶ and reflected its guidance in Resolution 3/2017, as contained in *Appendix A.3*

¹² IT/GB-7/17/7

¹³ IT/GB-7/17/7 Add.1

¹⁴ IT/GB-7/17/31

¹⁵ IT/GB-7/17/8

¹⁶ IT/GB-7/17/12

THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING

29. The Governing Body considered the documents, *Implementation and Operations of the Multilateral System*,¹⁷ *Report on the Operations of the Third Party Beneficiary*,¹⁸ *Report on the Practice of the CGIAR Centers for Plant Genetic Resources for Food and Agriculture under Development*.¹⁹

30. The Governing Body consolidated a number of decisions regarding the implementation and operation of the Multilateral System of Access and Benefit-Sharing, and adopted Resolution 4/2017, as contained in *Appendix A.4*.

THE FUNDING STRATEGY

31. The Governing Body considered the document, *Report on the Implementation of the Funding Strategy*.²⁰ The Governing Body reflected its guidance in Resolution 3/2017.

THE GLOBAL INFORMATION SYSTEM

32. The Governing Body considered the documents, *Implementation of the Global Information System*,²¹ and *Synthesis Report on the DivSeek Initiative*.²² The Governing Body adopted Resolution 5/2017, as contained in *Appendix A.5*.

THE PROGRAMME OF WORK ON SUSTAINABLE USE

33. The Governing Body considered the document, *Implementation of the Programme of Work on Sustainable Use of Plant Genetic Resources for Food and Agriculture*,²³ and adopted Resolution 6/2017, as contained in *Appendix A.6*.

FARMERS' RIGHTS

34. The Governing Body considered the document, *Report on the Implementation of Farmers' Rights*,²⁴ and received the *Submission from Norway and Indonesia Containing the Co-Chairs'*

¹⁷ IT/GB-7/17/9

¹⁸ IT/GB-7/17/10

¹⁹ IT/GB-7/17/11

²⁰ IT/GB-7/17/13

²¹ IT/GB-7/17/14

²² IT/GB-7/17/15

²³ IT/GB-7/17/16

²⁴ IT/GB-7/17/17

*Proposal from the Global Consultation on Farmers' Rights.*²⁵ The Governing Body adopted Resolution 7/2017, as contained in *Appendix A.7*.

COMPLIANCE

35. The Governing Body considered the document, *Report of the Compliance Committee.*²⁶ The Governing Body adopted Resolution 8/2017, as contained in *Appendix A.8*, which includes the list of the new members elected to serve in the Compliance Committee from January 2018.

COOPERATION WITH INTERNATIONAL INSTRUMENTS AND ORGANIZATIONS

36. The Governing Body considered the document, *Report on Cooperation with the Convention on Biological Diversity, including the Nagoya Protocol,*²⁷ and adopted Resolution 9/2017, as contained in *Appendix A.9*.

37. The Governing Body considered the documents, *Cooperation with the Global Crop Diversity Trust,*²⁸ and *Report from the Global Crop Diversity Trust.*²⁹ The Governing Body adopted Resolution 10/2017, as contained in *Appendix A.10*.

38. The Governing Body considered the document, *Cooperation with the Commission on Genetic Resources for Food and Agriculture,*³⁰ and adopted Resolution 11/2017, as contained in *Appendix A.11*.

39. The Governing Body considered the documents, *Reports from Institutions that have concluded Agreements with the Governing Body under Article 15 of the International Treaty,*³¹ *Report on Cooperation with International Bodies and Organizations,*³² and *Report from Norway on the Management of the Global Seed Vault.*³³

40. The Governing Body integrated decisions pertaining to cooperation with international bodies and organizations, Article 15 institutions and the management of the Svalbard Global Seed Vault, and adopted Resolution 12/2017, as contained in *Appendix A.12*.

²⁵ IT/GB-7/17/Circ.1

²⁶ IT/GB-7/17/18

²⁷ IT/GB-7/17/19

²⁸ IT/GB-7/17/20

²⁹ IT/GB-7/17/21

³⁰ IT/GB-7/17/22

³¹ IT/GB-7/17/24

³² IT/GB-7/17/25

³³ IT/GB-7/17/25 Add.1

41. The Governing Body took note of the efforts to secure the continuous orderly maintenance of the international germplasm collection under the management of CATIE, and commended the government of Costa Rica for its commitment to support such efforts.

MULTI-YEAR PROGRAMME OF WORK FOR 2018–2025

42. The Governing Body considered the document, *Draft Multi-Year Programme of Work for 2018–2025*,³⁴ and requested the Bureau to develop, with the support of the Secretary and inputs from Contracting Parties, the Multi-Year Programme of Work for the Governing Body, for its consideration at the Eighth Session.

43. The Governing Body examined the issue of *Digital Sequence Information* in the context of the Draft Multi-Year Programme of Work, and adopted Resolution Resolution 13/2017, as contained in *Appendix A.13*.

ADOPTION OF THE WORK PROGRAMME AND BUDGET

44. The Co-Chairs of the Budget Committee presented the recommendations of the Committee with a proposed budget for the 2018–2019 Work Programme. The Governing Body adopted Resolution 14/2017, as contained in *Appendix A.14*.

APPOINTMENT OF THE SECRETARY OF THE GOVERNING BODY OF THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

45. The Governing Body considered the document, *Selection and Appointment of the Secretary of the Governing Body*.³⁵ The proposed appointment of Mr Kent Nnadozie as Secretary of the International Treaty for a period of two years was approved, consistent with the decision of the Council of FAO at its 155th Session. The Governing Body congratulated Mr Nnadozie for his appointment and looked forward to working with him over the coming years.

46. The Governing Body also considered the document, *Procedures for the Appointment and Renewal of the Secretary of the Governing Body of the International Treaty*.³⁶

47. The Governing Body noted that the Secretary is appointed by the Director-General with the approval of the Governing Body, and that the Director-General and the Governing Body both have a

³⁴ IT/GB-7/17/26

³⁵ IT/GB-7/17/29

³⁶ IT/GB-7/17/30

role to play in the appointment and selection of the Secretary of the International Treaty. The Governing Body failed to reach a consensus on the proposed procedures due to concerns raised regarding the shared responsibility of the FAO Secretariat and the Governing Body on the *Procedures for the Appointment and Renewal of the Secretary of the Governing Body of the International Treaty*. Therefore, it decided to revisit this issue at its Eighth Session and requested the FAO Secretariat to reconsider, in close consultation with the Bureau, the proposal for the selection and appointment of the Secretary of the Governing Body of the International Treaty to more appropriately reflect the concerns raised at this Seventh Session.

ANY OTHER MATTERS

48. The Governing Body thanked the Secretary for preparing the document, *Communication Strategy of the International Treaty*.³⁷ The Governing Body welcomed the Communication Strategy and encouraged all Contracting Parties to implement it, noting the importance of such a strategy and of communication materials in raising awareness, including in support of resource mobilization activities. The Governing Body noted the need to assign requisite resources for communication in the budget for the 2018–2019 budget.

ELECTION OF THE CHAIRPERSON AND VICE-CHAIRPERSONS OF THE EIGHTH SESSION

49. The Governing Body elected its Chairperson and Vice-Chairpersons for the Eighth Session. Ms Christine Dawson (North America) was elected as Chairperson of the Eighth Session of the Governing Body. Six Vice-Chairpersons were elected: Mr Charles Murekezi (Africa Region), Ms Svanhild-Isabelle Batta Torheim (Europe Region), Mr Javad Mozafari Hashjin (Near East Region), Ms Anna Willock (South West Pacific Region), Ms Mónica Martínez (Latin America and the Caribbean), and Mr Akio Yamamoto (Asia Region).

DATE AND PLACE OF THE EIGHTH SESSION

50. The Eighth Session of the Governing Body of the International Treaty will be held in 2019. The Session will be convened by the Chairperson of the Governing Body, with the agreement of the Bureau and in consultation with the Director-General of the FAO and the Secretary of the Governing Body. The Secretary will communicate the date and place of the Eighth Session to Contracting Parties.

³⁷ IT/GB-7/17/23

ADOPTION OF THE REPORT

51. The Governing Body adopted its report and all Resolutions as contained in *Appendix A*.

APPENDIX A**RESOLUTIONS OF THE SEVENTH SESSION OF THE GOVERNING BODY**

APPENDIX A.1**RESOLUTION 1/2017****CONTRIBUTION OF THE INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE TO THE 2030 AGENDA FOR SUSTAINABLE DEVELOPMENT**

THE GOVERNING BODY,

Recognizing that plant genetic resources for food and agriculture (PGRFA) are essential for countries to ensure food security, promote sustainable agriculture and adapt to climate change;

Recognizing the important contribution that farmers make through the maintenance of resilient and sustainable agricultural systems;

Reaffirming the important role of the International Treaty in providing an effective governance framework for the management and exchange of plant genetic resources for food and agriculture;

Emphasizing that the effective implementation of the International Treaty contributes to the achievement of the 2030 Agenda for Sustainable Development (2030 Agenda) and the Sustainable Development Goals (SDGs), in particular SDG Targets 2.5 and 15.6, relating to conservation, and access and benefit-sharing of genetic resources, while also contributing indirectly to SDGs 1, 12, 13 and 17;

Highlighting in particular contributions made by the Multilateral System to the achievement of SDG Target 2.5 by facilitating access to over 4.2 million samples to breeders, farmers and stakeholders all over the world;

Recalling Resolution 4/2017 of the 40th FAO Conference on the contribution of the Commission on Genetic Resources for Food and Agriculture to the SDGs;

1. **Calls upon** Contracting Parties to reaffirm their commitments and strengthen their efforts to fully implement the International Treaty in order to achieve sustainable agriculture and food security through conservation and sustainable use of PGRFA;
2. **Emphasizes** the need to focus in particular on the needs of the poorest, most vulnerable and those furthest behind in the implementation of the International Treaty, and **notes** that such focus will also contribute to the realization of the 2030 Agenda;
3. **Encourages** Contracting Parties to mainstream the implementation of the International Treaty into their national programmes related to the 2030 Agenda;
4. **Calls upon** Contracting Parties and other stakeholders to mainstream plant genetic diversity into their national development strategies, action plans, programmes and projects, including measures to promote Farmers' Rights and sustainable use of PGRFA as set out in the International Treaty, and **requests** the Secretary to support these efforts as appropriate.
5. **Emphasizes** that the Contracting Parties' reports under the Compliance Procedures on the implementation of their obligations under the International Treaty provide a useful source of information to assess progress in the implementation of access and benefit-sharing for PGRFA, and **invites** Contracting Parties to submit such national reports to inform on their progress towards the achievement of SDG Target 15.6;
6. **Urges** Contracting Parties to continue their efforts to regularly revise and update their notifications to the International Treaty, and to further encourage natural and legal persons within their jurisdictions to include PGRFA into the Multilateral System as appropriate;

7. **Urges** Contracting Parties to make appropriate efforts to ensure the long-term conservation of PGRFA by 2020, as called for in SDG Target 2.5, and **emphasizes** that efforts to maintain plant genetic diversity, both *ex situ* and *in situ*, should continue to be a priority after 2020;
8. **Encourages** non-Contracting Party countries to become members of the International Treaty as soon as possible, and **emphasizes** that this will strengthen the efforts of the international community to achieve the SDG targets related to PGRFA;
9. **Requests** the Secretary to continue raising awareness in relevant international fora of the important contribution of the International Treaty to the achievement of the 2030 Agenda, and to support Contracting Parties, upon request and subject to the availability of resources, in their efforts to mainstream International Treaty implementation into national programmes and strategies relevant to the achievement of the 2030 Agenda and the SDGs;
10. **Requests** the Secretary to continue making available information provided by Contracting Parties and others to be used in the monitoring process on the achievement of SDG Target 15.6, in collaboration with the Secretariat of the Convention on Biological Diversity, which is the custodian UN agency for the indicator of this target;
11. **Requests** the Secretary to continue making available information provided by Contracting Parties and others to be used in the monitoring process on the achievement of SDG Target 2.5, in collaboration with the Secretariat of the Commission on Genetic Resources for Food and Agriculture, taking into account that the FAO is the custodian UN agency for the indicators of this target;
12. **Decides** to take stock, at its Ninth Session in 2021, of progress made in the achievement of SDGs 2 and 15, in particular targets related to PGRFA;
13. **Requests** the Secretary to keep Contracting Parties regularly informed of relevant developments within the International Treaty in support of the achievement of the SDGs, including information on the impact of relevant awareness raising activities undertaken by the Secretary, through updates to the Bureau and the relevant intersessional committees;
14. **Calls upon** relevant international organizations to provide support and contributions to implementation of the International Treaty, so as to achieve SDGs that are relevant to the management of PGRFA;
15. **Calls upon** other stakeholder in the International Treaty community, in particular civil society organizations, farmers and the seed industry, to further mobilize the means, and develop the partnerships necessary to achieve the SDG targets related to PGRFA;
16. **Requests** that the new Funding Strategy and its result framework emphasise the contribution of the International Treaty to the 2030 Agenda;
17. **Calls upon** Contracting Parties to comply with the obligations as provided for in Article 18.4 of the financial provisions of the International Treaty and donors to support implementation of the Funding Strategy of the International Treaty as part of their commitments to mobilize the necessary resources to achieve the 2030 Agenda and the SDGs.
18. **Calls for** rapid finalization of the elements for the enhancement of the Multilateral System.

APPENDIX A.2**RESOLUTION 2/2017****MEASURES TO ENHANCE THE FUNCTIONING OF THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING**

THE GOVERNING BODY,

Recalling Resolution 2/2006, by which it adopted the Standard Material Transfer Agreement;

Recalling Resolution 2/2013, by which it established the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System of Access and Benefit-sharing (the “Working Group”), with the task of developing measures aimed at:

- (a) Increasing user-based payments and contributions to the Benefit-sharing Fund in a sustainable and predictable long-term manner, and
- (b) Enhancing the functioning of the Multilateral System by additional measures;

Recalling Resolution 1/2015, by which it extended the mandate of the Working Group for the 2016-2017 biennium.

Having considered the report of the Working Group on the results from its work, suggesting a process to attain the enhanced Multilateral System, and particularly the results of the sixth meeting that included the draft revised Standard Material Transfer Agreement, proposed by the Working Group;

Thanking the Working Group for its productive work and for making available the results of its discussions more than six months before this Seventh Session of the Governing Body;

Further thanking the Co-chairs for their continuous leadership and commitment, which facilitated the significant progress by the Working Group, and for their report to the Governing Body, containing a number of recommendations;

Welcoming the important contributions from a variety of experts through the four Ad Hoc Friends of the Co-chairs’ groups and the Standing Group of Legal Experts, and **thanking** in particular the facilitators of these groups for their commitment and able guidance;

1. **Takes note** of the work accomplished by the Working Group in the biennium;
2. **Recognizes** that further work is needed to develop the package of measures agreed in Resolution 2/2013, and that nothing is agreed until everything is agreed;
3. **Takes note** of the proposal by the Government of Switzerland for an amendment of Annex I of the International Treaty;
4. **Extends** the mandate of the Working Group, for the 2018-2019 biennium and **requests** the Working Group, with support from the Secretary, to:
 - a. develop a proposal for a Growth Plan to attain the enhanced Multilateral System, taking into account *Annex 1* to this Resolution, as appropriate;
 - b. revise the Standard Material Transfer Agreement, based on the Report of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System (IT/GB-7/17/7), and taking into account, *inter alia*:
 - i. the Co-Chairs’ Summary arising from this Session and their proposed consolidated text for the revised Standard Material Transfer Agreement, as contained in *Annex 2* to this Resolution; and,

- ii. further information or proposals that have been or may be submitted by Contracting Parties and stakeholder groups;
 - c. elaborate criteria and options for possible adaptation of the coverage of the Multilateral System, taking into account, *inter alia*, proposals presented at the Seventh Session of the Governing Body;
 - d. make recommendations to the Governing Body on any other issues related to the process for the enhancement of the Multilateral System;
 - e. continue liaising closely with the Ad Hoc Committee on the Funding Strategy and Resource Mobilization in its review of the Funding Strategy, including in its work on the mobilization of funding and other resources for the Benefit-sharing Fund.
5. **Agrees** that the Working Group will hold two meetings and take any further initiatives needed within the next intersessional period to conclude the work described in paragraph 4 above;
6. **Requests** the Secretary to regularly update the Bureau of the Eighth Session of the Governing Body and Contracting Parties on the work of the Working Group;
7. **Invites** a commitment from all Contracting Parties to fulfil the mandate given to the Working Group, and **appeals** to the stakeholders who use plant genetic resources under the International Treaty to assist the Working Group in finalizing the process for the enhancement of the Multilateral System, including by continuing to develop concrete proposals regarding the finalisation of the revised Standard Material Transfer Agreement, the process for further expansion of the scope of Annex I of the International Treaty, and ways to attract additional voluntary funding for the Benefit-sharing Fund on a sustainable basis, for consideration of the Working Group;
8. **Calls** on all regions to ensure that all necessary expertise is available in the Working Group and regular feedback from the Working Group members is provided to other Contracting Parties of their regions;
9. **Urges** Contracting Parties to provide support and financial resources, as necessary, for the Working Group to be able to fulfil its tasks on schedule.

*Annex 1 to Resolution 2/2017***GROWTH PLAN³⁸**

1. The Governing Body will approve a new and revised SMTA, providing the option to subscribe to a Subscription System. Companies and other users interested in becoming subscribers of the Subscription System would be given a period of one year after a date to be set by the Governing Body to declare their willingness to sign on to the Subscription System. The new and revised SMTA containing the Subscription System as an access mechanism would automatically become effective, once companies that represent a to be agreed amount of money corresponding to [30%] approximately of global seed sales of crops contained in the Multilateral System (i.e. listed in Annex I) sign on to the Subscription System. The Bureau of the Governing Body with support from the Secretariat would have to monitor when such threshold is reached. The new and revised SMTA will thereafter apply to all users seeking access to material in the Multilateral System.
2. At the same time that the Governing Body adopts the new and revised SMTA, it should decide on amending Annex I of the Treaty, including a new list of crops. The amended Annex I would (1) delegate the power of future expansion of the Multilateral System to the Governing Body, and (2) include a list with a first set of specific crops.
3. The declaration of companies and other users of their willingness to sign on to the Subscription System, following the decision of the Governing Body to adopt a new and revised SMTA, would create confidence on the part of Contracting Parties that more user-based income will eventually accrue to the Benefit-Sharing Fund. The decision of the Governing Body to adopt a process for the amendment of Annex I would generate confidence on the part of prospective subscribers of the clear intention of Contracting Parties to increase the coverage of the Multilateral System.
4. A time limit, for example six years after adoption of the amendment by the Governing Body, should be set for achieving the number of ratifications needed for the entry into force of the Treaty amendment enlarging the scope of the Multilateral System, in accordance with Articles 23 and 24 of the Treaty. If the minimum threshold of ratifications is not reached within that period, users that have subscribed under the new and revised SMTA should be allowed to receive and use materials under their subscription for the crops in Annex I listed at that time, or opt out of their subscription and return to access under Articles 6.7 and 6.8 of the new and revised SMTA, providing access on an occasional basis.
5. Future expansion of the Multilateral System will be linked to proof of predictable flow of significant financial resources into the Benefit-Sharing Fund of the Multilateral System. It would be useful for users, in particular subscribers, to provide feedback to the Governing Body about which crops should be added in the future. Other considerations or criteria could also be important for decision-making by the Governing Body on further expansion.
6. Preferably, all new provisions would be added in Annex I, whereas no other provisions of the Treaty would need to be revised, and the amendment would follow the procedures foreseen in Articles 23 and 24 of the Treaty. The Standing Group of Legal Experts has been requested to comment on the legal feasibility of such approach.
7. Clear and up-to-date information would be needed regarding inclusion of and access to material that is *de facto* in the Multilateral System, e.g. by publishing lists of materials that are in the Multilateral System through the Treaty website; and by positive response of providers to requests for accessions. After six years, a certain amount of additional PGRFA should have been placed in the Multilateral System and be made effectively available by Contracting Parties.

³⁸ This text has been prepared by the Co-Chairs of the Working Group and is part of document IT/GB-7/17/31 *Co-Chairs' Proposal from the outcomes of the meetings of the Ad Hoc Open-Ended Working Group to enhance the functioning of the Multilateral System.*

8. Contracting Parties should indicate their willingness to provide a certain amount of funds for the next six years as voluntary contributions to the Benefit-Sharing Fund and/or the Fund for Agreed Purposes.
9. A progress report on the implementation of the Growth Plan should be submitted by the Secretariat to the Governing Body at each Session, whilst a review of the Growth Plan should be undertaken by the Governing Body six years after its adoption.

*Annex 2 to Resolution 2/2017***CO-CHAIRS' SUMMARY ARISING FROM THE SEVENTH SESSION OF THE GOVERNING BODY, INCLUDING CO-CHAIRS' PROPOSED CONSOLIDATED TEXT FOR THE REVISED STANDARD MATERIAL TRANSFER AGREEMENT**

INTRODUCTION

1. The Seventh Session of the Governing Body of the International Treaty set up a Contact Group to assist the Governing Body to make progress on the enhancement of the Multilateral System. The Contact Group held four sessions and was chaired by the Co-Chairs of the Ad Hoc Open-ended Working Group to enhance the functioning of the Multilateral System. The Regional Groups requested the Co-Chairs to reflect the discussions held in the Contact Group in this Co-Chairs' Summary.
2. The discussions focused on the revised Standard Material Transfer Agreement. With a view to make progress, the discussions were structured in five blocks containing a number of issues that require further work. These blocks were the following:
 - a. Mechanisms to access PGRFA from the Multilateral System;
 - b. Withdrawal and Termination;
 - c. Formulation of benefit-sharing in particular within the Subscription System;
 - d. Enforceability; and,
 - e. Digital sequence information in relation to the SMTA.
3. This Summary captures the major issues discussed in the Contact Group and provides the Co-Chairs' proposed consolidated text for the revised Standard Material Transfer Agreement. This proposed text was shared with the Contact Group as a source of information to facilitate future discussions and gather inputs from Regions on how to reflect possible areas of common understanding or compromise into concrete text for the revised SMTA.
4. Some members of the Contact Group reflected on the process developed to arrive to the draft revised SMTA and wondered if it would lead to meet their expectations regarding the level of benefit-sharing as well as the necessary transparency regarding the exchange of PGRFA. They also stated that a more general review of efforts so far undertaken would benefit further inter-sessional work.
5. The Regional Groups welcomed this initiative to prepare a Co-Chairs consolidated text of the revised SMTA, but at the same time were not ready to engage in negotiations on the basis of this proposal at this meeting. They noted that this consolidated text provides a useful source of information for further discussions on the revised SMTA. The basis for further negotiations of the draft revised SMTA remains the *draft revised Standard Material Agreement: proposal by the Working Group* provided in Annex 2 of the Report of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System (IT/GB-7/17/7).

A. MECHANISMS TO ACCESS PGRFA FROM THE MLS

6. Based on the discussions, the Co-Chairs were of the view that common understanding has been reached to:
 - a. Develop an effective and balanced dual access mechanism (Subscription System + single access mechanism).
 - b. Provide access to PGRFA under conditions of mandatory payments only.

- c. Finalize a Subscription System where the subscription would cover all PGRFA within Annex 1.

B. WITHDRAWAL AND TERMINATION

7. The Co-Chairs explained that throughout the consolidated text of the revised SMTA, the term “withdrawal” was understood to mean an act by the Subscriber, whereas the term “termination” was understood to mean an act by the third party beneficiary.
8. Some members noted that the Subscription System should be designed in such a way that subscribers would not have any incentive to withdraw.
9. Based on the discussions, the Co-Chairs were of the view that common understanding has been reached to:
 - a. Incorporate a minimum period of subscription of 10 years;
 - b. Introduce a Withdrawal provision in Annex 3 (Subscription System);
 - c. Incorporate Termination provisions in the SMTA (both access mechanisms).
10. No consensus was reached on:
 - a. The length of any continuing subscription obligations after withdrawal;
 - b. The inclusion of a withdrawal option in relation to the single access mechanism.

C. FORMULATION OF BENEFIT-SHARING IN PARTICULAR WITHIN THE SUBSCRIPTION SYSTEM

11. Based on the discussions, the Co-Chairs were of the view that the text of Article 3 in Annex 3 of the draft revised SMTA contained in the report of the sixth meeting of the Working Group (IT/GB-7/17/7) forms a good basis to agree on the benefit-sharing provisions under the Subscription System. Although the Contact Group did not address the payment rates, it stressed their importance in relation to realizing effective benefit-sharing.

D. ENFORCEABILITY

12. The Regions agree that the SMTA should be an enforceable contract. No consensus was reached on whether the current SMTA provides for effective enforcement measures. Some members felt that revisiting Article 8 defining the rights of the Third Party Beneficiary would be sufficient to guarantee enforceability. Others felt that new provisions strengthening the enforceability of the SMTA would be needed. In relation to strengthening the enforceability provisions of the SMTA, the Co-Chairs noted that there was agreement that the Standing Group of Legal Experts would be the primary body to provide advice and to bring in additional skills on contract law, when and if required.

E. DIGITAL SEQUENCE INFORMATION IN RELATION TO THE SMTA

13. The Co-Chairs explained how their proposed consolidated text for the revised SMTA made provision for the concept of digital sequence information (DSI) to be reflected in the revised SMTA through a new definition of “genetic parts and components”.
14. There was no consensus at this meeting on if and how to reflect issues related to DSI in the text of the revised SMTA.

**CO-CHAIRS' PROPOSED CONSOLIDATED TEXT OF THE REVISED
STANDARD MATERIAL TRANSFER AGREEMENT**³⁹

PREAMBLE

WHEREAS

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the **Treaty**”) was adopted by the Thirty-first session of the FAO Conference on 3 November 2001 and entered into force on 29 June 2004;

The objectives of the **Treaty** are the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture** and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

The Contracting Parties to the **Treaty**, in the exercise of their sovereign rights over their **Plant Genetic Resources for Food and Agriculture**, have established a **Multilateral System** both to facilitate access to **Plant Genetic Resources for Food and Agriculture** and to share, in a fair and equitable way, the benefits arising from the utilization of these resources, on a complementary and mutually reinforcing basis;

Articles 4, 11, 12.4 and 12.5 of the **Treaty** are borne in mind;

The diversity of the legal systems of the Contracting Parties with respect to their national procedural rules governing access to courts and to arbitration, and the obligations arising from international and regional conventions applicable to these procedural rules, are recognized;

Article 12.4 of the **Treaty** provides that facilitated access under the **Multilateral System** shall be provided pursuant to a Standard Material Transfer Agreement, and the **Governing Body** of the **Treaty**, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement, which in Resolution XX/2017 of XX October 2017 it decided to amend.

³⁹ Defined terms have, for clarity, been put in bold throughout.

ARTICLE 1 — PARTIES TO THE AGREEMENT

1.1 The present Material Transfer Agreement (hereinafter referred to as “**this Agreement**”) is the Standard Material Transfer Agreement referred to in Article 12.4 of the **Treaty**.

1.2 **This Agreement** is:

BETWEEN: (*name and address of the provider or providing institution, name of authorized official, contact information for authorized official*) (hereinafter referred to as “the **Provider**”),

AND: (*name and address of the recipient or recipient institution, name of authorized official, contact information for authorized official**) (hereinafter referred to as “the **Recipient** or **Subscriber**”, as appropriate).

1.3 The parties to **this Agreement** hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In **this Agreement** the expressions set out below shall have the following meaning:

A “**Recipient**” is a party to this Agreement that has opted for *Annex 2* and a “**Subscriber**” is a party that has opted for *Annex 3*.

“**Available without restriction**”: a **Product** is considered to be available without restriction to others for further research and breeding when it is available for research and breeding without any legal or contractual obligations, or technological restrictions, that would preclude using it in the manner specified in the **Treaty**.

“**Genetic material**” means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity.

“**Governing Body**” means the **Governing Body** of the **Treaty**.

“**Multilateral System**” means the **Multilateral System** established under Article 10.2 of the **Treaty**.

* *Insert as necessary. Not applicable for shrink-wrap and click-wrap Standard Material Transfer Agreements.*

A “shrink-wrap” Standard Material Transfer Agreement is where a copy of the Standard Material Transfer Agreement is included in the packaging of the **Material**, and the **Recipient** or **Subscriber**’s acceptance of the **Material** constitutes acceptance of the terms and conditions of the Standard Material Transfer Agreement.

A “click-wrap” Standard Material Transfer Agreement is where the agreement is concluded on the internet and the **Recipient** or **Subscriber** accepts the terms and conditions of the Standard Material Transfer Agreement by clicking on the appropriate icon on the website or in the electronic version of the Standard Material Transfer Agreement, as appropriate

“*Plant Genetic Resources for Food and Agriculture*” means any **genetic material** of plant origin of actual or potential value for food and agriculture.

“*Plant Genetic Resources for Food and Agriculture under Development*” means material derived from the **Material**, and hence distinct from it, that is not yet ready for **commercialization** and which the developer intends to further develop or to transfer to another person or entity for further development. The period of development for the **Plant Genetic Resources for Food and Agriculture under Development** shall be deemed to have ceased when those resources are **commercialized** as a **Product**.

“*Product*” means **Plant Genetic Resources for Food and Agriculture** that incorporate⁴⁰ the **Material** or any of its genetic parts or components that are ready for **commercialization**, excluding commodities and other products used for food, feed and processing.

“*Genetic parts or components*” means the elements of which they are composed or the genetic information/traits that they contain.

“*Sales*” means the gross income, including any income from the sale of seeds and plant materials and income in the form of any license fees, received by the **Recipient** and its respective affiliates, resulting from the **commercialization** of any **Product** under Article 6.8, or by a **Subscriber** and its respective affiliates, of any **Product**, or product that is a **Plant Genetic Resources for Food and Agriculture**.

“*To commercialize*” means to sell a **Product** or **Products** for monetary consideration, and “**commercialization**” has a corresponding meaning. **Commercialization** shall not include any form of transfer of **Plant Genetic Resources for Food and Agriculture under Development**.

ARTICLE 3 — SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The **Plant Genetic Resources for Food and Agriculture** specified in *Annex 1* to **this Agreement** (hereinafter referred to as the “**Material**”) and the available related information referred to in Article 5b and in *Annex 1* are hereby transferred from the **Provider** to the **Recipient** or **Subscriber** subject to the terms and conditions set out in **this Agreement**.

ARTICLE 4 — GENERAL PROVISIONS

4.1 **This Agreement** is entered into within the framework of the **Multilateral System** and shall be implemented and interpreted in accordance with the objectives and provisions of the **Treaty**.

4.2 The parties recognize that they are subject to the applicable legal measures and procedures, that have been adopted by the Contracting Parties to the **Treaty**, in conformity with the **Treaty**, in particular those taken in conformity with Articles 4, 12.2 and 12.5 of the **Treaty**.⁴¹

⁴⁰ As evidenced, for example, by pedigree or notation of gene insertion.

⁴¹ In the case of the International Agricultural Research Centers of the Consultative Group on International Agricultural

4.3 The parties to **this Agreement** agree that the Food and Agriculture Organization of the United Nations acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**, is the third party beneficiary under **this Agreement**.

4.4 The third party beneficiary has the right to request the appropriate information as required in Articles 5e, 8.3, *Annex 2* paragraph 5, and *Annex 3*, Article 3, to **this Agreement**.

4.5 The rights granted to the Food and Agriculture Organization of the United Nations above do not prevent the **Provider** and the **Recipient** or **Subscriber** from exercising their rights under **this Agreement**.

ARTICLE 5 — RIGHTS AND OBLIGATIONS OF THE PROVIDER

The **Provider** undertakes that the **Material** is transferred in accordance with the following provisions of the **Treaty**:

- a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the **Plant Genetic Resources for Food and Agriculture** provided;
- c) Access to **Plant Genetic Resources for Food and Agriculture under Development**, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- d) Access to **Plant Genetic Resources for Food and Agriculture** protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;
- e) The **Provider** shall inform the **Governing Body** at least once every two calendar years, or within an interval that shall be, from time to time, decided by the **Governing Body**, about the Material Transfer Agreements entered into,⁴²

either by:

Research (CGIAR) and other international institutions, the Agreement between the Governing Body and the CGIAR Centers and other relevant institutions will be applicable

⁴² This information should be submitted by the Provider to:

The Secretary
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy
Email: ITPGRFA-Secretary@FAO.org

or through EasySMTA: <https://mls.planttreaty.org/itt/>.

Option A: Transmitting a copy of the completed Standard Material Transfer Agreement,⁴³

or

Option B. In the event that a copy of the Standard Material Transfer Agreement is not transmitted,

- i. ensuring that the completed Standard Material Transfer Agreement is at the disposal of the third party beneficiary as and when needed;
- ii. stating where the Standard Material Transfer Agreement in question is stored, and how it may be obtained; and
- iii. providing the following information:
 - a) The identifying symbol or number attributed to the Standard Material Transfer Agreement by the **Provider**;
 - b) The name and address of the **Provider**;
 - c) The date on which the **Provider** agreed to or accepted the Standard Material Transfer Agreement, and in the case of shrink-wrap, the date on which the shipment was sent;
 - d) The name and address of the **Recipient** or **Subscriber**, and in the case of a shrink-wrap agreement, the name of the person to whom the shipment was made;
 - e) The identification of each accession in *Annex 1* to the Standard Material Transfer Agreement, and of the crop to which it belongs.

This information shall be made available by the **Governing Body** to the third party beneficiary.

ARTICLE 6 — RIGHTS AND OBLIGATIONS OF THE RECIPIENT AND SUBSCRIBER

6.1 The **Recipient** may opt for the **Subscription System** at the time of signing **this Agreement** or at the time of acceptance of **this Agreement**, as set out in *Annex 3* to **this Agreement**, or to be subject to *Annex 2*.

6.2 The **Recipient** may opt for the **Subscription System** by returning the **Registration Form** contained in *Annex 4* to **this Agreement**, duly completed and signed, to the **Governing Body** of the **Treaty**, through its Secretary, or by signifying acceptance through EasySMTA (“**Subscription**”). If the **Registration Form** is not sent to the Secretary, or acceptance not signified through EasySMTA, the modality of payment specified in Articles 6.11 and 6.12 shall apply. The modality of payment specified in *Annex 3* shall apply from the date that the **Recipient** opts for the **Subscription System**.

⁴³ In the event that the copy of the completed Standard Material Transfer Agreement that is transmitted is shrink-wrap, in accordance with Article 13, Option 2 of the SMTA, the **Provider** shall also include information as to (a) the date on which the shipment was sent, and (b) the name of the person to whom the shipment was sent.

6.3 The **Recipient** or **Subscriber** undertakes that the **Material** shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses.

6.4 The **Recipient** or **Subscriber** shall not claim any intellectual property or other rights that limit the facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or components, in the form received from the **Multilateral System**, or that limit any rights that farmers have to save, use, exchange and sell farm-saved seed/propagating material, subject to national law and as appropriate.

6.5 In the case that the **Recipient** or **Subscriber** conserves the **Material** supplied, the **Recipient** or **Subscriber** shall make the **Material**, and the related information referred to in Article 5b, available to the **Multilateral System** using the Standard Material Transfer Agreement.

6.6 In the case that the **Recipient** or **Subscriber** transfers the **Material** supplied under **this Agreement** to another person or entity (hereinafter referred to as “the subsequent recipient”), the **Recipient** or **Subscriber** shall

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and
- b) notify the **Governing Body**, in accordance with Article 5e.

On compliance with the above, the **Recipient** or **Subscriber** shall have no further obligations regarding the actions of the subsequent recipient.

6.7 In the case that the **Recipient** or **Subscriber** transfers a **Plant Genetic Resource for Food and Agriculture under Development** to another person or entity, the **Recipient** or **Subscriber** shall:

- a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply;
- b) identify, in *Annex 1* to the new material transfer agreement, the **Material** received from the **Multilateral System**, and specify that the **Plant Genetic Resources for Food and Agriculture under Development** being transferred are derived from the **Material**;
- c) notify the **Governing Body**, in accordance with Article 5e; and
- d) have no further obligations regarding the actions of any subsequent recipient provided that an SMTA has been signed, as stipulated in paragraph (a).

6.8 Entering into a material transfer agreement under paragraph 6.6 shall be without prejudice to the right of the parties to attach additional conditions, relating to further product development, including, as appropriate, the payment of monetary consideration.

6.9 Should the **Recipient** opt for the **Subscription System**, the terms and conditions of the **Subscription System**, as set out in *Annex 3* to **this Agreement**, apply. In this case, *Annex 3* to **this**

Agreement constitutes an integral part of **this Agreement** and any reference to **this Agreement** shall be understood, where the context permits and *mutatis mutandis*, to also include *Annex 3*.

6.10 By opting for the **Subscription System**, the **Subscriber** shall have no payment obligations under Articles 6.11 and 6.12, during the term of the **Subscription**.

6.11 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement**, and where such **Product** is **not available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2* to **this Agreement**.

6.12 In the case that the **Recipient commercializes a Product** that is a **Plant Genetic Resource for Food and Agriculture** and that incorporates **Material** as referred to in Article 3 of **this Agreement** and where that **Product** is **available without restriction** to others for further research and breeding, the **Recipient** shall pay a fixed percentage of the **Sales** of the **commercialized Product** into the mechanism established by the **Governing Body** for this purpose, in accordance with *Annex 2* to **this Agreement**.

6.13 The **Recipient** or **Subscriber** shall make available to the **Multilateral System**, through the information system provided for in Article 17 of the **Treaty**, all non-confidential information that results from research and development carried out on the **Material**, and is encouraged to share through the **Multilateral System** non-monetary benefits expressly identified in Article 13.2 of the **Treaty** that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a **Product** that incorporates the **Material**, the **Recipient or Subscriber** is encouraged to place a sample of this **Product** into a collection that is part of the **Multilateral System**, for research and breeding.

6.14 A **Recipient** or **Subscriber** who obtains intellectual property rights on any **Products** developed from the **Material** or its genetic parts or components, obtained from the **Multilateral System**, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of **this Agreement** to that third party.

ARTICLE 7 — APPLICABLE LAW

The applicable law shall be the General Principles of Law, including the UNIDROIT Principles of International Commercial Contracts 2010 and as subsequently updated, the objectives and the relevant provisions of the **Treaty**, and, when necessary for interpretation, the decisions of the **Governing Body**.

ARTICLE 8 — DISPUTE SETTLEMENT

8.1 Dispute settlement may be initiated by the **Provider** or the **Recipient** or **Subscriber** or the third party beneficiary acting on behalf of the **Governing Body** of the **Treaty** and its **Multilateral System**.

8.2 The parties to **this Agreement** agree that the Food and Agriculture Organization of the United Nations, representing the **Governing Body** and the **Multilateral System**, has the right, as a third party beneficiary, to initiate dispute settlement procedures regarding rights and obligations of the **Provider** and the **Recipient** or **Subscriber** under **this Agreement**.

8.3 The third party beneficiary has the right to request that the appropriate information, including samples as necessary, be made available by the **Provider** and the **Recipient** or **Subscriber**, regarding their obligations in the context of **this Agreement**. Any information or samples so requested shall be provided by the **Provider** and the **Recipient** or **Subscriber**, as the case may be.

8.4 Any dispute arising from **this Agreement** shall be resolved in the following manner:

- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
- c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 9 — WARRANTY

The **Provider** makes no warranties in **this Agreement** as to the safety of or title to the **Material**, nor as to the accuracy or correctness of any passport or other data provided with the **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the **Material** being furnished. The phytosanitary condition of the **Material** is warranted only as described in any attached phytosanitary certificate. The **Recipient** or **Subscriber** assumes full responsibility for complying with the recipient nation's quarantine, invasive alien species and biosafety regulations and rules as to import or release of **genetic material**.

ARTICLE 10 — TERMINATION

10.1 In the case of a material breach of any of the obligations of the **Recipient** or the **Subscriber** under **this Agreement**, the Third Party Beneficiary shall inform the **Recipient** or **Subscriber** in writing of the alleged breach. If such breach is not remedied within thirty (30) days of notice being given, the Third Party Beneficiary shall initiate dispute settlement in accordance with Article 8 of **this Agreement**. In case the dispute is not satisfactorily resolved within six months, the Third Party Beneficiary may terminate **this Agreement** and any other Standard Material Transfer Agreements signed by the **Subscriber** and claim damages, as appropriate. The Third Party Beneficiary shall bring the matter to the attention of the following session of the Governing Body.

10.2 Upon termination of **this Agreement**, the **Recipient** or **Subscriber** shall no longer use the **Material** and shall return it to the **Provider**, and if this is not possible shall make it available to an International Institution that has signed an agreement with the Governing Body under Article 15 of the Treaty. The **Recipient** or **Subscriber** shall continue to be bound by the provisions of Article 6 of **this Agreement**, as appropriate.

ARTICLE 11 — BANKRUPTCY

The terms and conditions of **this Agreement** shall continue to apply in situations where the **Recipient** or **Subscriber** is declared or declares bankruptcy.

ARTICLE 12 — AMENDMENTS TO THIS AGREEMENT

If the **Governing Body** decides to amend the terms and conditions of the Standard Material Transfer Agreement, such amendments shall only affect subsequently signed Standard Material Transfer Agreements. **This Agreement** shall remain unchanged, unless the **Recipient** explicitly agrees in writing with the proposed amendments.

ARTICLE 13 — SIGNATURE/ACCEPTANCE

The **Provider** and the **Recipient** or **Subscriber** may choose the method of acceptance unless either party requires **this Agreement** to be signed.

Option 1—Signature

I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Provider** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Signature..... Date.....

Name of the **Provider**

I, (*Full Name of Authorized Official*), represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Recipient** or **Subscriber** and acknowledge my institution's responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Signature..... Date.....

Name of the **Recipient** or **Subscriber**

Where the **Provider** chooses signature, only the wording in Option 1 will appear in the Standard Material Transfer Agreement. Similarly where the **Provider** chooses either shrink-wrap or click-wrap, only the wording in Option 2 or Option 3, as appropriate, will appear in the Standard Material Transfer Agreement. Where the “click-wrap” form is chosen, the **Material** should also be accompanied by a written copy of the Standard Material Transfer Agreement.

Option 2 – Shrink-wrap Standard Material Transfer Agreement

The **Material** is provided conditional on acceptance of the terms of **this Agreement**. The provision of the **Material** by the **Provider** and the **Recipient** or **Subscriber’s** acceptance and use of the **Material** constitutes acceptance of the terms of **this Agreement**.

Option 3 – Click-wrap Standard Material Transfer Agreement

- I hereby agree to the above conditions.

*Annex 1***LIST OF MATERIALS PROVIDED**

This *Annex* lists the **Material** provided under **this Agreement**, including the associated information referred to in Article 5b.

The following information is included, or the source indicated from which it may be obtained, for each **Material** and/or **Plant Genetic Resources for Food and Agriculture under Development** listed: all available passport data and, subject to domestic, or other, relevant law, any other associated, available, non-confidential descriptive information.

Table A

The **Materials** listed below are **Plant Genetic Resources for Food and Agriculture** that are not **Plant Genetic Resources for Food and Agriculture under Development**:

Crop:

Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Table B

The **Materials** listed below are **Plant Genetic Resources for Food and Agriculture under Development**, transferred as provided for in Articles 5c and 6.5 of **this Agreement**:

Crop:

Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

In accordance with Article 6.7b, the following information is provided regarding the materials received under an SMTA or which were brought into the **Multilateral System** by an agreement pursuant to Article 15 of the **Treaty**, from which the **Plant Genetic Resources for Food and Agriculture under Development** listed in Table B are derived:

Crop:

Accession number or other identifier	Associated information, if available, or source from which it may be obtained (URL)

Annex 2

**RATE AND MODALITIES OF PAYMENT UNDER ARTICLES 6.11 AND 6.12
OF THIS AGREEMENT**

1. If a **Recipient** or its affiliates **commercializes a Product or Products** that are not **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, then the **Recipient** shall pay [xx] percent ([xx] %) of the **Sales** of the **Product** or **Products**.
2. If a **Recipient** or its affiliates **commercializes a Product or Products** that are **available without restriction** to others for further research and breeding in accordance with Article 2 of **this Agreement**, then the **Recipient** shall pay [xx] percent ([xx] %) of the **Sales** of the **Product** or **Products** .
3. No payment shall be due from the **Recipient** when the **Product** or **Products**:
 - (a) have been purchased or otherwise obtained from another person or entity who has already made payment on the **Product** or **Products**;
 - (b) are sold or traded as a commodity.
4. Where a **Product** contains a **Plant Genetic Resource for Food and Agriculture** accessed from the **Multilateral System** under two or more Standard Material Transfer Agreements only one payment shall be required under paragraphs 1 and 2 above.
5. The **Recipient** shall submit to the **Governing Body**, within sixty (60) days after closure of accounts each year, an audited annual report setting forth:
 - (a) the **Sales** of the **Product** or **Products** by the **Recipient** or its affiliates for the twelve (12) month period preceding the annual closure of accounts;
 - (b) the amount of the payment due; and
 - (c) information that allows for the identification of the applicable payment rate or rates.

Such information shall be treated as confidential business information, and shall be made available to the third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this Agreement**.

6. Payment shall be due and payable upon submission of each annual report. All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

**FAO Trust Fund (USD) GINC/INT/031/MUL,
IT-PGRFA (Benefit-sharing),
Citibank
399 Park Avenue, New York, NY, USA, 10022,
Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577.**

Annex 3

TERMS AND CONDITIONS OF THE SUBSCRIPTION SYSTEM**ARTICLE 1 — SUBSCRIPTION**

1.1 The **Recipient**, who opts for the **Subscription System** in accordance with Articles 6.1 and 6.2 (referred to in **this** Agreement as the “**Subscriber**”), agrees to be bound by the following additional terms and conditions (the “**Subscription Terms**”).

1.2 The **Subscription** shall take effect upon receipt by the Secretary of the **Governing Body** of the **Treaty** of the duly signed **Registration Form** contained in *Annex 4*, or upon acceptance by the **Subscriber** through EasySMTA. The Secretary shall notify the **Subscriber** of the date of receipt. The **Subscriber** shall not be required to sign *Annex 4* of any subsequent Standard Material Transfer Agreement, during the period of **Subscription**.

1.3 The **Subscriber** shall be relieved of any obligation to make payments under any previous Standard Material Transfer Agreement, and only the payment obligations in these **Subscription Terms** shall apply.

1.4 The **Governing Body** may amend the **Subscription Terms** at any time. Such amended **Subscription Terms** shall not apply to any existing **Subscription**, unless the **Subscriber** notifies the **Governing Body** of its agreement to be subject to the amended **Subscription Terms**.

ARTICLE 2 — REGISTER

The **Subscriber** agrees that its full name, contact details, and the date at which **Subscription** took effect, shall be placed on a public register (the “**Register**”), and undertakes to immediately communicate any changes to this information to the **Governing Body** of the **Treaty**, through its Secretary.

ARTICLE 3 — MONETARY BENEFIT-SHARING

3.1 The **Subscriber** shall make annual payments based on the **Sales** of products that are **Plant Genetic Resources for Food and Agriculture** by the **Subscriber** and its affiliates.

3.2 The following rates of payment shall apply to **Sales**:

[xx]% when the products are **available without restriction**, and
[yy]% when the products are not **available without restriction**.

3.3 Notwithstanding the above, no payment shall be required for a **Subscriber** in a year in which its total **Sales** and license fees referred to under Articles 3.1 do not exceed US\$ [xxx].

3.4 Payment shall be made within sixty (60) days after closure of accounts each year, for the previous year. Whenever the **Subscription** took effect during the year, the **Subscriber** shall make a proportionate payment for the first year of its **Subscription**.

3.5 The **Subscriber** shall submit to the **Governing Body** of the **Treaty**, through its Secretary, within sixty (60) days after closure of accounts each year an audited statement of account, including in particular the following:

- a) Information on the **Sales** of the products for which payment was made;
- b) Information that allows for the identification of the applicable payment rate or rates.

Such information shall be treated as confidential business information, and shall be made available to the third party beneficiary, in the context of dispute settlement, as provided for in Article 8 of **this Agreement**.

3.6 All payments due to the **Governing Body** shall be payable in *United States dollars (US\$)* for the following account established by the **Governing Body** in accordance with Article 19.3f of the **Treaty**:

**FAO Trust Fund (USD) GINC/INT/031/MUL,
IT-PGRFA (Benefit-sharing),**

**Citibank
399 Park Avenue, New York, NY, USA, 10022,**

Swift/BIC: CITIUS33, ABA/Bank Code: 021000089, Account No. 36352577

ARTICLE 4 — WITHDRAWAL FROM THE SUBSCRIPTION

4.1 The **Subscription** shall be in force until the **Subscriber** withdraws from it, or the **Governing Body** terminates it, as provided for in Article 10 of **this Agreement**.

4.2 The **Subscriber** may withdraw from its **Subscription** upon six months written notice to the **Governing Body** through its Secretary, not less than 10 years from the date that the **Subscription** took effect. After withdrawal, Articles 6.11 and 6.12 and other provisions of **this Agreement**, including *Annex 2* and the provisions of any other Standard Material Transfer Agreement signed by the **Subscriber**, shall continue to apply. The withdrawal shall take effect for all purposes upon the first day of the following calendar year.

4.3 With respect to **Plant Genetic Resources for Food and Agriculture under Development**, notwithstanding Article 4.2, only Articles 6.3, 6.4, 6.5, and 6.13 of **this Agreement** shall continue to apply after [2–5] years from the date of withdrawal from the **Subscription System**.

*Annex 4***REGISTRATION FORM**

The **Recipient** hereby declares to opt for the **Subscription System**, in accordance with Articles 6.1 and 6.2 of **this Agreement**.

It is understood and expressly agreed that **Recipient's** full name, contact details [, the crops to which the **Subscription** applies] and the date at which **Subscription** took effect, shall be placed on a public register of subscribers (the "**Register**"), and that any changes to this information is communicated immediately to the **Governing Body** of the **Treaty**, through its Secretary, by the **Recipient** or its authorised official.

Signature..... Date.....

Full name of Recipient:

Address:

Telephone: Email:

Recipient's authorised official:

Address:

Telephone: Email:

NB: The **Recipient** opting to become a **Subscriber** must also sign or accept **this Agreement**, as provided for in Article 13, without which **Registration** is not valid.

The **Recipient** opting to become a **Subscriber** may signify acceptance, either by returning a signed **Registration Form** to the Governing Body, through its Secretary, at the address below, or through EasySMTA, in the case that **this Agreement** was formed in EasySMTA. A signed **Registration Form** must be accompanied by a copy of **this Agreement**.

The Secretary,
International Treaty on Plant Genetic Resources for Food and Agriculture
Food and Agriculture Organization of the United Nations
I-00153 Rome, Italy.

APPENDIX A.3
RESOLUTION 3/2017

IMPLEMENTATION OF THE FUNDING STRATEGY OF THE INTERNATIONAL TREATY

THE GOVERNING BODY,

Recalling Articles 13.2, 13.3, 18, in particular paragraphs 18.4 (b) and (c), and Article 19.3 (f) of the International Treaty;

Recalling Resolution 2/2015 and other previous Resolutions on the implementation of the Funding Strategy;

PART I: REVIEW OF THE FUNDING STRATEGY

1. **Welcomes** the report of the Ad Hoc Committee on the Funding Strategy and the progress made, so far, towards enhancing the functioning of the Funding Strategy;
2. **Decides** to update the Funding Strategy of the International Treaty with a view to adopt a dynamic and synergistic programmatic approach that will:
 - i) Improve funding opportunities for the implementation of the International Treaty by making the case to national decision-makers and development agencies of the importance of plant genetic resources for food and agriculture (PGRFA) as well as the interlinkages with other development issues, including the Sustainable Development Goals (SDGs) 2, 13 and 15, whilst recognising that it is important to secure stable financial resources under direct control of the Governing Body.
 - ii) Strengthen linkages between different funding sources and partners relevant to the International Treaty, by pursuing collaborative planning and co-spending opportunities and identifying appropriate channels to make such linkages.
 - iii) Provide for a process for monitoring, evaluating and learning from lessons, experiences and information gained in previous implementation phases, and to structure new funding opportunities and identify and fill in gaps, including through the engagement of International Treaty stakeholders.
3. **Takes note** of the Annotated Outline for an updated Funding Strategy, as contained in the *Annex* to this Resolution;
4. **Decides** to adopt the new vision for the Funding Strategy of the International Treaty, as follows:

“The Funding Strategy enables the Governing Body, Contracting Parties, funding agencies, farmers and other relevant actors to secure funding and other resources for the programmatic implementation of the International Treaty in a long-term, coordinated, synergistic and effective manner.”
5. **Takes note of** the Results Framework of the Funding Strategy of the International Treaty and the need to link it to the 2030 Agenda targets;
6. **Decides** to rename the Ad Hoc Advisory Committee on the Funding Strategy as the “Ad Hoc Committee on the Funding Strategy and Resource Mobilization”;
7. **Decides** to reconvene the Ad Hoc Committee on the Funding Strategy and Resource Mobilization (Ad Hoc Committee), with a revised mandate, in order to:

- i) Develop the updated Funding Strategy and related Annexes, including the Results Framework, for consideration and approval by the Eighth Session of the Governing Body, including to:
 - a) Finalize the programmatic approach for the Funding Strategy that will enable the Governing Body to link different funding tools with the areas and enabling mechanisms of the International Treaty;
 - b) Further develop measures to improve cooperation with international organizations as well as improve reporting on national, bilateral and multilateral funding activities relevant to the Treaty implementation and to leverage funding from different sources and partners, without negatively impacting the level of ambition of targets to be established in the Funding Strategy of the International Treaty;
 - c) Further develop the resource mobilization aspects to be included in the Funding Strategy;
 - d) Establish the targets for the overall Funding Strategy and for the Benefit-sharing Fund;
 - e) Oversee the development of the objectives, priorities, monitoring and evaluation framework, on the basis of the Results Framework, and operational manuals for the funding tools under the direct control of the Governing Body;
 - f) Recommend measures to enable synchronizing and coordinating the reporting on the Funding Strategy with other reporting requirements, in collaboration with the Compliance Committee and FAO;
 - ii) Advise on resource mobilization efforts and on leveraging funding and developing synergies between different funding sources and partners during the biennium, in particular by engaging stakeholder groups, implementing agencies of multilateral mechanisms, Official Development Assistance agencies and others in the implementation of the International Treaty;
 - iii) Improve communication and visibility of Funding Tools in support of the implementation of the International Treaty during the biennium;
 - iv) Recommend measures to promote the delivery of non-monetary benefit-sharing through the Funding Strategy;
 - v) Develop terms of reference for a potential Standing Committee on the Funding Strategy and Resource Mobilization for consideration at the Eighth Session of the Governing Body.
8. **Decides** that the Ad Hoc Committee shall be composed of two representatives from each region and that other Contracting Parties may also participate in an observer capacity;
9. **Requests** the Co-Chairs to invite observers to provide advice, as it may be required, in supporting the updating of the Funding Strategy;
10. **Invites** the Global Crop Diversity Trust, as an observer, to provide advice to the work of the Ad Hoc Committee;
11. **Invites** FAO to prioritize the delivery of programmes and projects supportive of the International Treaty implementation, and to support the nexus between biodiversity and climate change, in particular, through its involvement in the Global Environment Facility and Global Climate Fund, as appropriate, and to actively contribute to the work of the Ad Hoc Committee;
12. **Requests** the Secretary, under the guidance of the Ad Hoc Committee, to develop a reporting format based on the draft Matrix of Funding Tools contained in *Appendix 2* of the *Annotated Outline*:

Updated Funding Strategy among others and invites Contracting Parties to provide information to the Secretary on bilateral programmes and funding for national and regional PGRFA activities for compilation and analysis by the Ad Hoc Committee in order to finalize the updated Funding Strategy;

13. **Invites** relevant international mechanisms, funds and bodies, stakeholder groups and other international organizations to provide information to the Secretary that will enable the Ad Hoc Committee to better leverage funding for Treaty implementation and the delivery of non-monetary benefit-sharing;
14. **Invites** Contracting Parties, the private sector and other donors to continue making and expand contributions to the funding tools under the Funding Strategy, in particular those under the direct control of the Governing Body;
15. **Requests** the Bureau, in the implementation of the fourth funding cycle of the Benefit-sharing Fund, to take into account the new Vision and Annotated Outline for an updated Funding Strategy, to bridge into the proposed programmatic approach of the updated Funding Strategy;
16. **Decides** that the costs of up to two meetings of and the preparatory work for the Ad Hoc Committee should be included in the Core Administrative Budget;
17. **Invites** donors to support developing countries and the Secretary with the costs of the work and activities referred to in para. 16 above;
18. **Decides** that, regarding the level of national economic development, the eligibility criteria for the use of funds under the direct control of the Governing Body will include only criteria established in the International Treaty.

PART II: IMPLEMENTATION OF THE FUNDING STRATEGY

19. **Emphasizes** the importance of continuing the work on resource mobilization, communication, promotion and the International Treaty's branding and media presence to enhance funding for, and the visibility of the Benefit-sharing Fund and the Fund for Agreed Purposes of the International Treaty in particular, and for the Funding Strategy;
20. **Stresses** the importance of communicating the results of the projects funded under previous project cycles of the Benefit-sharing Fund, the on-going work and the expected results of the third project cycle within the framework of the broader communication strategy of the International Treaty;
21. **Recommends** that future summary reports on the impact of projects supported by the Benefit-sharing Fund provides concrete references to the genetic diversity of the crops species worked with, so that it captures how the conservation status and utilization of plant genetic diversity was enhanced, as well as the complementarity between the on-farm sector and the *ex situ* conservation as the guiding principle for the reporting;
22. **Thanks** the independent evaluation team and the FAO Office of Evaluation for having carried out an evaluation of the second project cycle of the Benefit-sharing Fund in accordance with the Operational Procedures of the Fund, and **emphasizes** the importance of making use of the recommendations and lessons learned arising from the evaluation in the implementation of the third and fourth project cycles of the Fund, and the review of the Funding Strategy;
23. **Welcomes** the financial contributions to the Benefit-sharing Fund made by Australia, Austria, Italy, Norway, and Sweden during the 2016-2017 biennium in support of the fourth round of the Benefit-sharing Fund's project cycle;
24. **Welcomes** the financial contributions made by the International Seed Federation and the European Seed Association, as well as the French seed sector, in support of the fourth round of the Benefit-sharing Fund's project cycle, which represent the first user-based voluntary contributions to

the Fund, and *appeals* to others in the private sector, especially the seed and the food processing industries, to make further contributions;

25. *Welcomes* the financial contributions of Germany, Italy, Norway, Spain and Switzerland to the Fund for Agreed Purposes of the International Treaty and other funds under the direct control of the Governing Body;

26. *Thanks* the Bureau of the Seventh Session of the Governing Body for having designed and launched the Fourth Call for Proposals of the Benefit-sharing Fund;

27. *Recalling* in particular paragraph 7 of Resolution 2/2015, *requests* the Secretary to postpone preparations and carefully evaluate the need for a donor conference until the review of the Funding Strategy has been finalized, in order to attract more funding to the Benefit-sharing Fund and the Fund for Agreed Purposes of the International Treaty in particular, and to the overall Funding Strategy.

*Annex to Resolution 3/2017***ANNOTATED OUTLINE: UPDATED FUNDING STRATEGY**

I. INTRODUCTION

1. The objectives of the International Treaty are the conservation and sustainable use of plant genetic resources for food and agriculture (PGRFA) and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security.
2. Plant genetic resources for food and agriculture make essential contributions to increasing and safeguarding food security and nutrition, improving rural livelihoods and economies, supporting the maintenance of biodiversity and to meeting the challenges of adapting to climate change.
3. The International Treaty enables Contracting Parties, farmers, plant breeders and other stakeholders around the world to use, conserve and share PGRFA leading to increased productivity and on-farm incomes, increased availability of diverse nutrient-rich food, reduced adverse impacts to the environment and enhanced resilience to production shocks. It supports the safeguarding of biodiversity for the future.
4. An effective Funding Strategy is critical to the implementation of the International Treaty and its regular review and improvement supports the enhancement of other Treaty mechanisms, such as the Multilateral System (Resolution 2/2015, paras. 1 and 2).

II. RATIONALE & VISION

5. The objective of the Funding Strategy is to enhance the availability, predictability, transparency, efficiency and effectiveness of the provision of financial resources to implement activities under the Treaty, in accordance with Article 18 of the Treaty (Art.18.2).
6. The Funding Strategy provides an overview of activities to be implemented under the Treaty and the different funding tools and sources available, including: (1) funding tools for resources under direct control of the Governing Body (e.g. BSF, Fund for agreed purposes), and (2) funding tools for resources not under the direct control of the Governing Body (including international organizations with which the Governing Body has entered into agreements such as the Global Crop Diversity Trust (GCDDT), as well as relevant international mechanisms, funds and bodies, bilateral cooperation and assistance and national funding for PGRFA.
7. The Strategy takes into account Article 18.4 of the International Treaty and includes a funding target identified by the Treaty Contracting Parties to mobilize funding for priority activities, plans and programs under the Treaty (Art.18.3). There will also be a funding target for the Benefit-sharing Fund and the Fund for Agreed Purposes. Priority will be given to the implementation of agreed plans and programmes for farmers in developing countries who conserve and sustainably utilize PGRFA (Art. 18.5).
8. The first Funding Strategy was adopted in 2006. In 2017, the Funding Strategy was reviewed with a view to enhance its functioning. These are some of the considerations taken into account in undertaking such review:
 - i) Improve funding opportunities for the Treaty implementation by making the case to national decision-makers and development agencies of the importance of PGRFA as well as the interlinkages with other development issues (ACFS-8 Report, para. 11);
 - ii) The next phase of the implementation of the Funding Strategy should aim at strengthening linkages between different funding sources and partners, by pursuing

- collaborative planning and co-sponsoring opportunities and identifying appropriate channels to make such linkages (ACFS-8 Report, para. 26);
- iii) Build on the experience gained and lessons learned in the management of resources under the direct control of the Governing Body, in particular the Benefit-sharing Fund (ACFS-8 Report, paras. 10 and 18);
 - iv) Improve implementation of the Funding Strategy by having an increased focus on resources other than those provided by the Benefit-sharing Fund, including by addressing cooperation with other international mechanisms and improving reporting on national, bilateral and multilateral funding for the activities relevant to Treaty implementation. (ACFS-8 Report, para. 26);
 - v) Without prejudging the outcome of ongoing international funding negotiations, the updated Funding Strategy should take into account global trends and realities of the donor environment while acknowledging Article 18.4 (b) and (c) of the Treaty (ACFS-8 Report, para.10). There have been changes in the funding landscape and the Benefit-sharing Fund and other funding mechanisms under the direct control of the Governing Body need to adapt and evolve to donor and recipient needs, thus increasing its potential to attract adequate, and diverse funding that ensures a long-term perspective. Consequently the updated Funding Strategy should respond to emerging funding trends, provide flexibility to adapt to a changing environment and ensure an efficient and coherent funding approach across Treaty mechanisms (ACFS-8 Report, para. 18);
 - vi) The updated Funding Strategy should clarify terminology used and which Annexes apply exclusively to the Benefit-sharing Fund and which ones apply to the Funding Strategy (ACFS-8 Report, para.5);
 - vii) The challenges experienced during the previous strategic planning period (specifically the transaction cost challenges associated with competitive project application procedures) suggest an opportunity to use available funding more strategically to build synergies and leverage additional resources, for the ultimate benefit of the target beneficiaries identified in Article 18.5 of the Treaty;
 - viii) Funding under the direct control of the Governing Body should be used strategically to leverage additional resources and cover critical gaps in programmatic implementation;
 - ix) Recognizing its critical role to the Treaty, the implementation of the Funding Strategy should be regularly reviewed. The regular reviews should provide for a process for monitoring, evaluating and learning from lessons, experiences and information gained in previous implementation phases, and for structuring new funding opportunities and identifying and filling in gaps.

9. A new Vision for the Funding Strategy:

The Funding Strategy enables the Governing Body, Contracting Parties, funding agencies, farmers and other relevant actors to secure funding and other resources for the programmatic implementation of the International Treaty in a long-term, coordinated, synergistic and effective manner.

III. ENABLING TREATY IMPLEMENTATION THROUGH THE FUNDING STRATEGY: PROGRAMMATIC APPROACH

10. This section of the updated Funding Strategy outlines the activities, plans and programs under the Treaty.

11. In order to achieve its objectives, the International Treaty provides for a number of activities to underpin conservation of plant genetic resources through ex situ and in situ conservation of PGRFA. The on-farm management of PGRFA also contributes to their conservation by enabling continuous use in farmers' fields. Breeding and pre-breeding efforts are key activities in the research and development of new adapted varieties that farmers need.
12. The fair and equitable sharing of the benefits arising out of PGRFA use are realized within the International Treaty through four types of benefit-sharing: the sharing of monetary and other benefits from commercialization; capacity building; access to and transfer of technology and exchange of information. The facilitated access to PGRFA within the Multilateral System is recognized as an important benefit resulting from the International Treaty.
13. There are a number of provisions and mechanisms specific to the International Treaty and that enable the realization of its objectives, including in particular the Multilateral System; the Global Information System; the programme on Sustainable Use and Farmers' Rights.
14. The Global Plan of Action for PGRFA is a supporting component of the International Treaty (Art. 14). There are linkages with the Second GPA: the Commission recommended that the Second GPA be focused, so as to assist priority setting, including identifying priorities for the Funding Strategy of the International Treaty (para. 17 GPA).
15. While non-monetary benefit-sharing and farmers' in-kind contributions are not funding contributions in nature, taking them into account in the context of the Funding Strategy will increase the potential to achieve synergies when considering sources and uses of funding, as well as the effective implementation of the International Treaty.
16. Potential sources for financial resources for the Funding Strategy will include:
 - i) Financial resources provided by developed country Contracting Parties, which Contracting Parties that are developing countries and countries with economies in transition avail themselves of, through bilateral and regional and multilateral channels;
 - ii) Financial resources for priority activities, plans and programmes relevant to the implementation of the Treaty provided by relevant international mechanisms, funds and bodies;
 - iii) Financial resources for national activities for the conservation and sustainable use of PGRFA, in accordance with each Contracting Party's national capabilities and financial resources;
 - iv) Financial resources resulting from the sharing of monetary benefits under the Multilateral System;
 - v) Voluntary contributions from Contracting Parties; the private sector, taking into account the provisions of Article 13, non-governmental organisations and other sources;
 - vi) Financial resources provided through the Regular Programme of FAO (Funding Strategy 2006; Section II (AIMS)).
17. These funding tools are available to enable the implementation of the International Treaty
 - i) Tools not under direct control of the Governing Body:
 - a) international organizations with which the Governing Body has entered into an agreement in relation to the Funding Strategy: GCDT;
 - b) CGIAR and other international organizations with which the Governing Body has entered into agreements under Article 15;
 - c) multilateral mechanisms: Global Environment Facility (GEF), Green Climate Fund (GCF); World Bank, International Finance Corporation, incl. their respective objectives and mechanisms;

- d) FAO programmes and projects related to Treaty implementation, including its role as accredited or implementing entities for multilateral funds, such as GEF and GCF;
 - e) bilateral cooperation;
 - f) national measures.
- ii) Tools under direct control of the Governing Body:
- a) Fund for agreed Purposes;
 - b) Benefit-sharing Fund;
 - c) Core Administrative Budget of the International Treaty.
18. The Results Framework in *Appendix 1* provides a visual summary of the role of the Funding Strategy within the International Treaty.
19. The Matrix provided in *Appendix 2* makes the link between these different funding tools and the areas and programmes under the Treaty. This is an initial snapshot to be able to develop a set of initial measures to strengthen implementation of the Funding Strategy, as well as to identify gaps and value addition that the funding tools under the direct control of the Governing Body need to fill in. Making a comprehensive assessment would be a complex exercise at this stage but would be possible once the reporting on different funding tools has been improved.
20. Under the programmatic approach, targets for the Funding Strategy will be set for a given timeframe and reviewed periodically. Setting the initial target requires that baseline information be gathered and thereafter kept updated. The Secretary will develop a methodology for gathering and updating such information. Potential data sources include:
- i) Studies by the Secretary;
 - ii) Donor reports on bilateral programmes;
 - iii) Reports on national funding and activities;
 - iv) National needs self-assessments;
 - v) Reports from international mechanisms, funds and bodies;
 - vi) Analysis of other relevant reporting.
21. Once the initial target has been set, progress will be monitored by the Committee on the Funding Strategy, which will make recommendations to the Governing Body for its consideration, including advice on the strategic use of resources under its direct control.
22. The programmatic approach should improve funding opportunities for the Treaty implementation by making the case to national decision-makers and development agencies of the importance of PGRFA as well as the interlinkages with other development issues and by strengthening linkages between different funding sources and partners, by pursuing co-sponsoring opportunities and identifying appropriate channels to make such linkages. It should enable the Governing Body to improve Treaty implementation through funding that is not under its direct control and with other multilateral mechanisms relevant to the Funding Strategy and use funds under its direct control more strategically to leverage additional resources and cover critical gaps in programmatic implementation.

IV. PROGRAMMATIC APPROACH AND THE INSTRUMENTS UNDER THE DIRECT CONTROL OF THE GOVERNING BODY

23. Role and value added within the Funding Strategy: with these tools the Governing Body can emphasize priorities and mainly close gaps identified in the Treaty surrounding funding

- environment. These tools should also allow to leverage other funding and potential non-monetary resources towards the implementation of the Treaty.
24. The Benefit-sharing Fund is a mechanism to mainly share the benefits arising from the Multilateral System but it also includes voluntary contributions from Contracting Parties and others.
 25. The programmatic approach to the Benefit-sharing Fund allows to use available resources more efficiently. It should:
 - i) Create a common storyline on how the Fund generates benefits from the local to the national and global levels;
 - ii) develop a “theory of change” for the Benefit-sharing Fund and the impact pathways to enable such change;
 - iii) recognize that the Benefit-sharing Fund is part of the results framework for the Funding Strategy; and that its “theory of change” has to enable synergies and complementarities, whilst avoiding duplication of efforts with other tools of the Funding Strategy;
 - iv) test innovative interventions to leverage further resources and action for Treaty implementation, in particular at the national level;
 - v) enable the Benefit-sharing Fund to be more responsive to regional and local needs and circumstances;
 - vi) have clear links to the priorities of the Global Plan of Action on PGRFA.
 26. In order to be effective, the development of the programmatic approach should be complemented with improvements to the selection criteria, such as consideration of impact pathways, as well as the administration of project agreements and, in particular, timely disbursement of funds.
 27. The programmatic approach for the Benefit-sharing Fund should bring together resource mobilization, allocation and disbursement in an integrated manner, and be integrated into the overall Funding Strategy.
 28. The main beneficiaries of the programmatic approach should be farmers. All projects should therefore demonstrate the benefits arising for farmers, with a special emphasis on support to on-farm/in situ management, farmer to farmer exchanges, local seed value chains, and a better flow of PGRFA from farmers to ex situ collections and back.
 29. Strategic planning should have a focus on facilitating national planning and raising the profile of PGRFA in national development plans.
 30. In addition, funding should enable Contracting Parties to improve the effective implementation of the Multilateral System, through the inclusion of additional materials and other measures.
 31. Funding provided through the Benefit-sharing Fund should catalyse mobilization of additional resources not under the direct control of the Governing Body, for example by supporting project proposal development.
 32. Lessons learnt from previous project cycles should be considered and integrated.
 33. Eligibility criteria for the use of funds for developing countries, regardless of any other criteria not established in the Treaty, should be part of the operational manuals.
 34. Targets for the Fund for Agreed Purposes and the Benefit-sharing Fund shall be derived from the recommendations of the Committee on the Funding Strategy referred to in para. 21 above and might not coincide with the timeframe established by the Governing Body for the overall Funding Strategy.

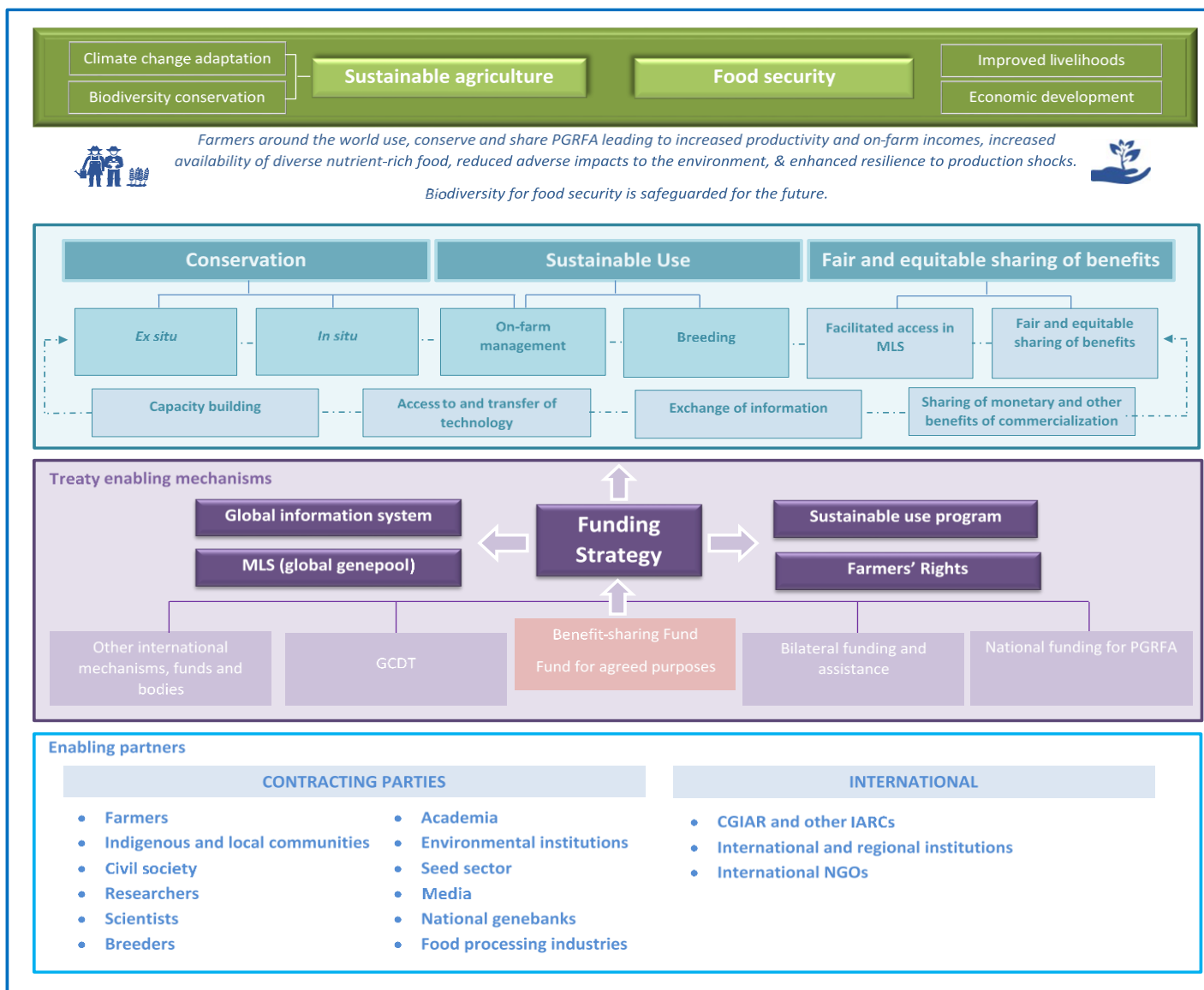
35. In setting the objectives and priorities of the Fund for Agreed Purposes (FAP), the Governing Body should take into account the principles of synergies and complementarity.
36. Monitoring and Evaluation Frameworks for resources under direct control of the Governing Body should be designed to ensure accountability, enable continuous learning and enhance communication and visibility. Doing so should also strengthen synergies and complementarities with funding and resources not under the direct control of the Governing Body.
37. Reference to Core Administrative Budget should also be made in order to ensure consistency and stability.
38. Links to Annexes which provide details on operations:

ANNEX XX: OPERATIONS MANUAL: FUND FOR AGREED PURPOSES

ANNEX XX: OPERATIONS MANUAL: BENEFIT-SHARING FUND

ANNEX XX: ADDITIONAL INFORMATION ON IMPLEMENTATION, MONITORING AND REVIEW

Appendix 1 of the Annotated Outline - RESULTS FRAMEWORK



APPENDIX A.4
RESOLUTION 4/2017

OPERATIONS OF THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING

THE GOVERNING BODY,

Recalling previous Resolutions on the operations of the Multilateral System and in particular Resolution 1/2015;

Recalling the need to provide regular guidance to Contracting Parties and institutions that have concluded agreements under Article 15 of the International Treaty for the effective and efficient operations of the Multilateral System;

Recalling the provisions of Article 15.1 (a) of the International Treaty;

Recalling further the provisions of Articles 6.5 and 6.6 of the Standard Material Transfer Agreement;

Noting the continuing relevance of the CGIAR Principles on the Management of Intellectual Assets to the implementation of the obligations of CGIAR Centers pursuant to the agreements concluded with the Governing Body under Article 15 of the International Treaty, including on the CGIAR Centers management and distribution of plant genetic resources for food and agriculture under development;

Noting further that those Intellectual Assets Principles explicitly require Centers to comply with their obligations under the framework of the International Treaty, and serve as a mechanism for monitoring and compliance;

PART I: AVAILABILITY OF MATERIAL IN THE MULTILATERAL SYSTEM

1. **Welcomes** the information provided on the availability of material in the Multilateral System and **thinks** the Contracting Parties that have identified at accession level the material that is available in the Multilateral System;
2. **Urges** Contracting Parties that have not yet done so to identify at accession level the material that forms part of the Multilateral System and include the respective passport data into the Global Information System, and **invites** Contracting Parties to use FAO WIEWS, Genesys or other existing information systems that the Global Information System is built on, for the notification of the data;
3. **Emphasizes** the importance of collections that are fully characterized and evaluated, and **appeals** to both Contracting Parties and natural and legal persons to make them available in the Multilateral System together with the relevant non-confidential characterization and evaluation data;
4. **Invites** Contracting Parties and other holders of material to use, on a voluntary basis, the Digital Object Identifiers (DOIs) of the Global Information System as one of the methods for the identification of material available in the Multilateral System;
5. **Requests** the Secretary to update, for the Eighth Session of the Governing Body, the report on availability of material in the Multilateral System, including the new accessions notified during the biennium by Contracting Parties, and made available from natural and legal persons.

PART II: OPERATIONS OF THE MULTILATERAL SYSTEM

6. **Takes note** of the progress made during the 2016-2017 biennium with Easy-SMTA and the Data Store and **requests** the Secretary to provide, for the Eighth Session of the Governing Body, information on the germplasm distribution within the Multilateral System, including a separate analysis for Contracting Parties and Article 15 institutions;

7. **Takes note of** the need to provide adequate support to Contracting Parties and users of the Multilateral System and **requests** the Secretary, subject to the availability of financial resources, to maintain the help-desk function on the operations of the Multilateral System and to finalise the related Educational Module;
8. **Invites** Contracting Parties and relevant international organizations to make available resources for, and collaborate with the Secretary on, organizing training programmes and workshops on the Multilateral System;
9. **Further requests** the Secretary, subject to the availability of financial resources, to organise regional training workshops to support Contracting Parties in strengthening the operations of the Multilateral System, including for the identification and notification of material available in the Multilateral System, and for the operations of the Standard Material Transfer Agreement, including the reporting of transfers;
10. **Requests** the Secretary to continue the collaboration with Bioversity International in particular for the implementation of the Joint Capacity Building Programme and in support of Contracting Parties;
11. **Requests** the Secretary to continue work with the CGIAR Centers to build capacity among a wider range of providers, including natural and legal persons, to implement the Multilateral System and to report on Standard Material Transfer Agreements.

PART III: PRACTICE OF THE CGIAR CENTERS FOR PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE UNDER DEVELOPMENT

12. **Thanks** the CGIAR Centers that have submitted information on the content of additional conditions to the transfer of plant genetic resources for food and agriculture under development and **invites** the Centers to continue providing updated information in their biennial reports to the Governing Body on implementation of the agreements concluded under Article 15 of the International Treaty;
13. **Invites** the CGIAR System to provide the Governing Body, through the Secretary, with the annual reports concerning the status of the implementation of the CGIAR Principles on the Management of Intellectual Assets that relate to germplasm that the CGIAR Centers manage under the framework of the International Treaty, including in cases where such germplasm, parts thereof, or information generated from the use of this germplasm are the subject matter of patent or plant variety protection applications, or are included in partnerships that qualify as restricted use or limited exclusivity agreements pursuant to the CGIAR Principles.

PART IV: OPERATION OF THE THIRD PARTY BENEFICIARY

Recalling that the Governing Body, at its Third Session, had approved the Third Party Beneficiary Procedures for the carrying out of the roles and responsibilities of Third Party Beneficiary as identified and prescribed in the Standard Material Transfer Agreement under the direction of the Governing Body;

Recalling further that, in accordance with Article 4.2 of the Third Party Beneficiary Procedures, the Third Party Beneficiary may receive information on possible non-compliance with the obligations of the provider and recipient under a Standard Material Transfer Agreement from any natural or legal persons;

Recognizing that the Third Party Beneficiary will require adequate financial and other resources and that FAO acting as Third Party Beneficiary shall not incur any liabilities in excess of the funds available in the Third Party Beneficiary Operational Reserve;

14. **Takes note** the Report on the Operation of the Third Party Beneficiary and further **requests** the Secretary and FAO to continue providing, at each Session of the Governing Body, such a report;
15. **Stresses the importance** for the effective functioning of the Third Party Beneficiary, of Article 4.2 of the Third Party Beneficiary Procedures, according to which the Third Party Beneficiary may receive information on possible non-compliance with the obligations of the provider and recipient under a Standard Material Transfer Agreement from the parties under the Standard Material Transfer Agreement or any other natural or legal persons;
16. **Decides** to maintain the Third Party Beneficiary Operational Reserve for the 2018-2019 biennium at the current level of USD 283,280 and to review same at its Eighth Session, and calls upon Contracting Parties that have not done so yet, intergovernmental organizations, non-governmental organizations and other entities to contribute to the Reserve;
17. **Authorizes** the Secretary to draw upon the Third Party Beneficiary Operational Reserve as may be needed for the implementation of the functions of the Third Party Beneficiary;
18. **Welcomes** the functional and cost-effective information technology tools and infrastructure that the Secretary has developed to facilitate the submission, collection and storage of information in the implementation of Article 4.1 of the Third Party Beneficiary Procedures, and **requests** the Secretary to apply adequate measures to ensure the integrity and, where required, the confidentiality of information, while continuing the further development of the International Treaty information technology tools and infrastructure, including in accordance with the Vision and Programme of Work of the Global Information System of Article 17.

**PART V: REVIEWS AND ASSESSMENTS UNDER THE MULTILATERAL SYSTEM
AND OF THE IMPLEMENTATION AND OPERATION OF THE STANDARD
MATERIAL TRANSFER AGREEMENT**

19. **Decides** to undertake the reviews and assessments foreseen under Articles 11.4 and 13.2 (d) (ii) of the International Treaty, at its Eighth Session and **requests** the Secretary to prepare the relevant documentation.

APPENDIX A.5
RESOLUTION 5/2017

IMPLEMENTATION OF THE GLOBAL INFORMATION SYSTEM

THE GOVERNING BODY,

Recalling its previous Resolutions and decisions on the Vision and the Programme of Work on the Global Information System (Programme of Work on GLIS) and in particular Resolution 3/2015;

Further recalling the close interlinkages between the Global Information System of Article 17 and the Multilateral System of Access and Benefit-sharing under Article 13.2 (a) of the International Treaty;

Thanking the Government of Germany for the financial support provided for implementation of the Programme of Work on GLIS during the 2016-2017 biennium;

1. **Takes note** of the progress made in implementation of the Programme of Work on GLIS during the 2016-17 biennium;
2. **Welcomes** the voluntary use of the Digital Object Identifiers (DOIs) and the publication of the Descriptors⁴⁴ and the Digital Object Identifiers Guidelines (DOI Guidelines)⁴⁵ and, subject to the availability of financial resources, **requests** the Secretary to intensify efforts to use the DOI system as a central element of GLIS, linking existing information systems and, thereby, to provide pointers from GLIS to PGRFA-related information in existing systems and hence avoid duplication of existing systems;
3. **Underlines** the importance of the provision of support by the Secretary to Contracting Parties and other relevant stakeholders in developing countries for the adoption of the DOI Guidelines through the development of training materials and capacity-strengthening workshops, including mentoring activities, at regional and national levels;
4. **Further requests** the Secretary to interact with a broad range of user categories in order to define through user cases the user-oriented entry points in the GLIS web-based Portal⁴⁶ and to facilitate, on a voluntary basis, the incorporation of DOIs into the workflow of existing databases and systems;
5. **Requests** the Secretary to develop a detailed Master Plan describing prioritized desired functionalities of the GLIS, and in particular **requests** the Secretary to link the GLIS and provide pointers to the following existing systems:
 - i) PGRFA in ex situ collections documented in Genesys and FAO WIEWS;
 - ii) on farm management of PGRFA in the monitoring system of the Global Plan of Action;
 - iii) open research data from DivSeek contributions.
6. **Further requests** the Secretary to invite the DivSeek Initiative to report on the development and activities of the Initiative for the biennium 2018-19 and submit a report to the Governing Body for consideration at its Eighth Session;
7. **Takes note** of the methods and options identified for the monitoring of the GLIS web-based Portal at the first meeting of the Scientific Advisory Committee, and **requests** the Secretary to implement them as soon as possible;
8. **Decides** to reconvene the Scientific Advisory Committee on the Global Information System of Article 17, subject to the availability of financial resources, and **requests** the Secretary to continue updating the Committee on progress with the Vision and Programme of Work on GLIS;

⁴⁴ <http://www.fao.org/plant-treaty/areas-of-work/global-information-system/descriptors/en/>

⁴⁵ <http://www.fao.org/plant-treaty/areas-of-work/global-information-system/guidelines/en/>

⁴⁶ <https://ssl.fao.org/glis/>

9. **Further decides** to include in the terms of reference of the Committee, for the 2018-2019 biennium, the review of the Master Plan and the activities for collaboration with partners to be prepared by the Secretary, and the consideration of scientific and technical issues of relevance to genetic sequence information, as far as it is generated from the use of PGRFA and related to the implementation of GLIS;
10. **Invites** Contracting Parties, other governments and stakeholders to provide the necessary resources to implement the Programme of Work on GLIS, in particular capacity-strengthening activities including mentoring and coaching in developing countries and countries with economies in transition;
11. **Requests** the Secretary to submit a progress report to the Governing Body at its Eighth Session, and any proposal for the review of the Programme of Work on GLIS when appropriate, based on the recommendations of the Scientific Advisory Committee.

APPENDIX A.6
RESOLUTION 6/2017

**IMPLEMENTATION OF ARTICLE 6, SUSTAINABLE USE OF PLANT GENETIC
RESOURCES FOR FOOD AND AGRICULTURE**

THE GOVERNING BODY,

Recalling Resolutions 7/2013, 4/2015 and 5/2015, and taking note of the Report of the third meeting of the Ad Hoc Technical Committee on Sustainable Use of Plant Genetic Resources for Food and Agriculture;

Reaffirming the key role of the sustainable use of plant genetic resources for food and agriculture (PGRFA) and the link between Farmers' Rights under Article 9 and the provisions on conservation and sustainable use of Articles 5 and 6 of the International Treaty;

1. **Requests** Contracting Parties and stakeholders to continue reporting on the implementation of the Programme of Work on Sustainable Use of Plant Genetic Resources for Food and Agriculture and Supporting Initiatives (PoW), and **acknowledges** the contribution of these initiatives to the sustainable use of PGRFA;
2. **Requests** the Secretary, in collaboration with other stakeholders, and subject to the availability of financial resources, to:
 - i) continue cooperating with all relevant units within FAO, other entities and institutions such as the Convention on Biological Diversity and CGIAR Centers, as well as the private sector and civil society, for the effective implementation of activities in support of the PoW;
 - ii) cooperate with the Commission on Genetic Resources for Food and Agriculture in supporting the Voluntary Guidelines for the Conservation and Sustainable Use of Crop Wild Relatives and Wild Food Plants and the finalization of the draft voluntary technical guidelines for farmers' varieties/landraces, and in promoting global networking on *in situ* conservation and on-farm management of PGRFA, global targets and indicators, and in the preparation of the Third Report on the State of the World's Plant Genetic Resources for Food and Agriculture;
 - iii) explore the possibility of establishing a Joint Programme on biodiversity in agriculture for sustainable use of PGRFA involving relevant international organizations and other stakeholders, with a view to enhancing the mission and goals of the PoW beyond 2019 through the establishment of a long-term programme 2020-2030, for consideration by the Governing Body at its Eighth Session;
 - iv) facilitate and monitor the activities carried out by Contracting Parties, stakeholders and international organizations in support of the PoW;
 - v) continue inviting and collecting submissions from Contracting Parties, other governments, relevant institutions, organizations and stakeholders on the promotion and further improvement of measures for the sustainable use of PGRFA while reducing the reporting duplication for Contracting Parties, which already report on the implementation of the Second Global Plan of Action for Plant Genetic Resources for Food and Agriculture;
 - vi) organize regional capacity-building workshops on topics such as participatory plant breeding, community seed bank development, sustainable biodiverse production systems and promoting the value of farmers' varieties, and produce documentation and reporting thereon;
 - vii) support national programmes in policy development for sustainable use of PGRFA, and in building partnerships and mobilizing resources;

- viii) convene regional meetings on advancing characterization and sustainable use of PGRFA, including the assessment of needs of local farmers and other relevant local stakeholders and identification of possible means to address those needs, including through participatory approaches in the context of the PoW;
 - ix) continue collaborating with other relevant initiatives, in particular the Secretariat of the Convention on Biological Diversity, on the interaction between genetic resources, community and farmer-led system activities and protected area systems;
 - x) further develop collaboration with CGIAR Centers and other relevant organizations, on training and capacity-building on the sustainable use of PGRFA, including through efforts for joint resource mobilization.
3. ***Decides*** to reconvene the Ad Hoc Technical Committee on Sustainable Use of Plant Genetic Resources for Food and Agriculture, subject to the availability of financial resources, with the Terms of Reference contained in the *Annex* to this Resolution.

*Annex***Terms of reference for the Ad Hoc Technical Committee on Sustainable Use of Plant Genetic Resources for Food and Agriculture**

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1. The Ad Hoc Technical Committee on Sustainable Use of Plant Genetic Resources for Food and Agriculture (Committee) will provide advice to the Secretary on:
 - i) implementation of the Programme of Work on Sustainable Use of Plant Genetic Resources for Food and Agriculture and Supporting Initiatives;
 - ii) cooperation with other international processes and institutions in the field of sustainable use of PGRFA;
 - iii) identification of additional activities and synergies within the Programme of Work and between the Programme of Work and other areas of work of the International Treaty.
 2. The Committee will comprise up to two members for each region, and up to ten technical experts designated by the Bureau, in consultation with the regions and all relevant stakeholders, in particular farmers' organizations, taking into account the required range of technical expertise, and a regional and gender balance. Two Co-Chairs from Contracting Parties of the International Treaty will form part of the Committee – one from a developing country and one from a developed country. The Co-Chairs will be elected by members of the Committee designated by the regions.
 3. The Secretary will continue maintaining and updating the list of experts for further reference. This will be made available to Contracting Parties with a possible view to expanding the pool of experts on sustainable use.
 4. The Committee will work electronically and, if needed, may hold one meeting in the biennium 2018-2019, subject to the availability of financial resources.
 5. The Committee will prepare reports at the end of its meetings, which will be made available as soon as possible for written comments by Contracting Parties and relevant stakeholders. The comments are to be submitted to the Secretary, who will compile them as information for the Eighth Session of the Governing Body.
 6. The Secretary will report to the Governing Body at its Eight Session on the results of the Committee's work.

APPENDIX A.7**RESOLUTION 7/2017****IMPLEMENTATION OF ARTICLE 9, FARMERS' RIGHTS**

THE GOVERNING BODY,

Recalling the recognition, in the International Treaty, of the enormous contribution that the local and indigenous communities and farmers of all regions of the world have made, and will continue to make, for the conservation, development and use of plant genetic resources as the basis of food and agriculture production throughout the world;

Recalling its Resolutions 2/2007, 6/2009, 6/2011, 8/2013 and 5/2015;

Acknowledging the Informal International Consultation on Farmers' Rights in Lusaka, Zambia, in 2007 and the Global Consultation on Farmers' Rights in Addis Ababa, Ethiopia, 2010, and **noting** their recommendations;

1. **Notes with appreciation** the Proceedings of the Global Consultation on Farmers' Rights held in Bali, Indonesia, in 2016, **thanks** the Governments of Indonesia and Norway and others for their generous support in organizing it, and **further thanks** the Governments of Italy and Switzerland for their financial support to the consultation;
2. **Invites** each Contracting Party to consider developing national action plans for implementation of Article 9, as appropriate and subject to national legislation, in line with implementation of Articles 5 and 6 of the International Treaty, and to share information regarding progress with the development and implementation of such action plans;
3. **Invites** each Contracting Party to engage farmers' organizations and relevant stakeholders in matters related to the realization of Farmers' Rights as set out in Article 9 of the International Treaty, the conservation and sustainable use of plant genetic resources for food and agriculture, and to promote awareness-raising and capacity-building towards this aim;
4. **Invites** Contracting Parties to promote sustainable biodiverse production systems and facilitate participatory approaches such as community seed banks, community biodiversity registries, participatory plant breeding and seed fairs as tools for realizing Farmer's Rights as set out in the Article 9 of the International Treaty, as appropriate;
5. **Invites** Contracting Parties and relevant organizations to take initiatives to convene further regional workshops and other consultations with a broad range of stakeholders, including with farmers' organizations, particularly those in the centers of origin and crop diversity, for the exchange of knowledge, views and experiences on the realization of Farmers' Rights, as set out in Article 9 of the International Treaty, and present the results at the Eighth Session of the Governing Body;
6. **Requests** the Secretary to facilitate such initiatives upon request, and depending on the available resources;
7. **Decides** to establish an Ad Hoc Technical Expert Group on Farmers' Rights, with the Terms of Reference contained in the *Annex* to this Resolution;
8. **Invites** Contracting Parties and all relevant stakeholders, especially farmers' organizations, to submit views, experiences and best practices as an example of possible options for national implementation of Article 9 of the International Treaty, as appropriate and subject to national legislation, in preparation for the inventory, and **requests** the Secretary to compile and submit this input to the Ad Hoc Technical Expert Group on Farmers' Rights;

9. **Commends** the Secretariat for the work undertaken to finalize and publish the Educational Module on Farmers' Rights, and **requests** the Secretary and **invites** Contracting Parties to disseminate and use the Educational Module;
10. **Requests** the Secretary to continue implementing the Joint Capacity Building Programme on Farmers' Rights, with the Global Forum on Agricultural Research and other relevant stakeholders, especially farmers' organizations, subject to availability of financial resources;
11. **Thanks** the Secretary and the Office of UPOV for co-organizing the *Symposium on possible interrelations between the International Treaty on Plant Genetic Resources for Food and Agriculture and the International Convention for the Protection of New Varieties of Plants*, and **requests** the Secretary, subject to the availability of financial resources, to continue the process of identifying possible areas of interrelations between the International Treaty, in particular its Article 9, and the UPOV Convention as well as to explore the possibility of carrying out a similar process with the relevant instruments of WIPO, in cooperation with the WIPO Secretariat and in an inclusive and participatory manner;
12. **Welcomes** the decision of the UPOV Council to review the FAQ on the interrelations between the UPOV Convention and the International Treaty and exchange of experience and information on the implementation of the UPOV Convention and the International Treaty, and **requests** the Secretary to explore how Contracting Parties of the Treaty could further contribute to these processes, and to continue the dialogue with UPOV on these matters;
13. **Invites** each Contracting Party that has not already done so, to consider reviewing, and, if necessary, adjusting national measures affecting the realization of Farmers' Rights in particular regulations concerning variety release and seed distribution, to protect and promote Farmers' Rights, as set out in the Article 9 of the International Treaty, as appropriate and subject to national legislation;
14. **Notes** the ongoing work of some members of the Human Rights Council on a possible declaration on the rights of peasants and other people working in rural areas;
15. **Appreciates** the participation of farmers' organizations in activities to support the realization of Farmers' Rights, as set out in Article 9 of the International Treaty, and **invites** them to continue to actively participate in sessions of the Governing Body and in relevant intersessional meetings of relevant subsidiary bodies established by the Governing Body, as appropriate and according to the Rules of Procedure of the International Treaty, and giving due consideration to the FAO Strategy for Partnerships with Civil Society;
16. **Requests** the Secretary to mobilise resources in support of Contracting Parties and relevant stakeholders for capacity building to enhance the realization of Farmers' Rights as set out in Article 9 of the International Treaty, and, subject to availability of financial resources, to provide or facilitate the provision of technical assistance to Contracting Parties and relevant stakeholders to support their efforts to realize Farmers' Rights, including through procedures and mechanisms to mainstream Farmers' Rights in their national plans and programmes, as appropriate;
17. **Encourages** the Secretary to continue outreach and communication on Farmers' Rights, to relevant stakeholders as an important measure to advance the realization of Farmers' Rights as set out in Article 9 of the International Treaty, subject to the availability of financial resources;
18. **Requests** the Secretary, subject to the availability of financial resources, to follow processes of relevance to Article 9 of the International Treaty, within and outside FAO, in order to promote the consideration of Farmers' Rights;
19. **Calls upon** Contracting Parties to support the activities outlined in this Resolution, including through the provision of financial resources;
20. **Requests** the Secretary to report to the Governing Body, at its Eighth Session, on the implementation of this Resolution.

*Annex***Terms of reference for the Ad Hoc Technical Expert Group on Farmers' Rights**

1. The Ad Hoc Technical Expert Group on Farmers' Rights will:
 - i) Produce an inventory of national measures that may be adopted, best practices and lessons learned from the realization of Farmers' Rights, as set out in Article 9 of the International Treaty;
 - ii) Based on the inventory, develop options for encouraging, guiding and promoting the realization of Farmers' Rights as set out in Article 9 of the International Treaty.
2. In the development of its work, the Ad Hoc Technical Expert Group may consider the proceedings from the Global Consultation on Farmers' Rights held in Bali, Indonesia, in 2016, as well as other relevant consultations.
3. The Ad Hoc Technical Expert Group will comprise up to five members designated by each FAO region, up to three representatives of farmer organizations, particularly from the centers of origin and crop diversity, and up to three other stakeholders, including the seed sector, designated by the Bureau of the Eighth Session of the Governing Body.
4. The Bureau of the Eighth Session of the Governing Body will appoint two Co-Chairs from the Contracting Parties of the International Treaty - one from a developing country and one from a developed country.
5. The Ad Hoc Technical Expert Group may hold up to two meetings in the biennium 2018-2019, subject to the availability of financial resources.
6. The Ad Hoc Technical Expert Group will report back to the Governing Body on its work for further consideration at the Eight Session of the Governing Body.
7. The Secretary will facilitate the process and assist the Ad Hoc Technical Expert Group in its work.

APPENDIX A.8
RESOLUTION 8/2017
COMPLIANCE

THE GOVERNING BODY,

Recalling its previous decisions on compliance,

1. *Thanks* those Contracting Parties that submitted their reports pursuant to Section V of the Compliance Procedures on time;
2. *Thanks* the Compliance Committee for the rolling synthesis and analysis of the reports submitted by Contracting Parties pursuant to Section V of the Compliance Procedures;
3. *Urges* Contracting Parties that have not yet done so, including States that have become Contracting Parties since the Fifth Session and before the Seventh Session of the Governing Body, to submit, as soon as possible, and no later than 1 October 2018, their reports pursuant to Section V of the Compliance Procedures;
4. *Invites* Contracting Parties to update their reports pursuant to Section V of the Compliance Procedures, as necessary, and *notes* that such reports are to be submitted every five years or periodically, in accordance with the Compliance Procedures;
5. *Decides* that the Compliance Committee shall consider all further reports that it receives up to 1 October 2018, in accordance with Section V of the Compliance Procedures;
6. *Requests* the Compliance Committee to review the Standard Reporting Format, considering harmonization with the reporting to FAO in the context of the Second Global Plan of Action for PGRFA, and make recommendations for its improvement, based on suggestions from Contracting Parties and experiences in its use;
7. *Thanks* the Secretary for the publication of the Online Reporting System on Compliance (ORS) and *requests* the Secretary to continue assisting Contracting Parties during their reporting process;
8. *Reiterates* that one of the functions of the Compliance Committee is to offer advice and facilitate assistance, including legal advice and legal assistance, to any Contracting Party on matters relating to compliance, with a view to assisting it to comply with its obligations under the International Treaty, and accordingly *invites* Contracting Parties to make submissions on such matters for consideration by the Compliance Committee;
9. *Decides* to postpone the review foreseen in Section X of the Compliance Procedures to its Eighth Session;
10. *Invites* the Compliance Committee to hold at least one meeting during the 2018-2019 biennium, if needed, either electronically or in person, to be convened by the Chairperson of the Compliance Committee in consultation with the Secretariat; and
11. *Elects* the members of the Compliance Committee in accordance with Section III.4 of the Compliance Procedures, as contained in the *Annex* to this Resolution.

*Annex***MEMBERS OF THE COMPLIANCE COMMITTEE**

Region	Expiring on 31 December 2019	Expiring on 31 December 2021
AFRICA	Mr Koffi KOMBATE	Ms Angeline MUNZARA
ASIA	Mr Sadar Uddin SIDDIQUI	Mr Anil Kumar ACHARYA
EUROPE	Ms Kim VAN SEETERS	Ms Susanna PAAKKOLA
LATIN AMERICA AND THE CARIBBEAN	Ms Elizabeth SANTACREO	Mr Mahendra PERSAND
NEAR EAST	Mr Hojjat KHADEMI	Ms Nasab Qasim ALRAWASHDEH
NORTH AMERICA	Ms Indra THIND	Ms Neha Sheth LUGO
SOUTH WEST PACIFIC	Ms Logotonu Meleisea WAQAINABETE	Ms Anna WILLOCK

APPENDIX A.9**RESOLUTION 9/2017****COOPERATION WITH THE CONVENTION ON BIOLOGICAL DIVERSITY**

THE GOVERNING BODY,

Recalling Article 1.2 as well as Article 19.3 (g) and (l) of the International Treaty, which provide for the Governing Body to establish and maintain cooperation with, as well as to take note of the relevant decisions of the Conference of the Parties to the Convention on Biological Diversity and other relevant international organizations and treaty bodies, and the provisions of Article 20.5, which require the Secretary to cooperate with other organizations and treaty bodies, including in particular the Secretariat of the Convention on Biological Diversity;

Recalling its Resolution 7/2015 regarding cooperation with the Conference of the Parties to the Convention on Biological Diversity, its subsidiary bodies and Secretariat;

Acknowledging the need for continued capacity-building support to Parties, especially developing countries, for the mutually supportive implementation of the International Treaty, the Convention on Biological Diversity and its Nagoya Protocol;

1. **Takes note** of the decisions of the thirteenth meeting of the Conference of the Parties to the Convention on Biological Diversity and the second meeting of the Conference of the Parties serving as the meeting of Parties to the Nagoya Protocol, that are of relevance to the International Treaty;

2. **Requests** the Secretary to continue monitoring and participating in the relevant processes related to the Convention on Biological Diversity and its Nagoya Protocol, in order to promote practical, harmonious and appropriate interfaces among them, both nationally and internationally, including in relation to the development of any criteria for specialised instruments under the Nagoya Protocol;

3. **Thanks** the Bureau of the Seventh Session of the Governing Body for having prepared the Elements of Advice for the Global Environment Facility in relation to the International Treaty, and **welcomes** the decision by the Conference of the Parties to the Convention on Biological Diversity to reflect such elements, at strategic level, in the four-year framework of programme priorities for the Global Environment Facility adopted at its thirteenth meeting and related to the seventh replenishment of the Global Environment Facility Trust Fund, and **takes note** of the considerations made by the Conference of the Parties to the Convention on Biological Diversity, through Decision XIII/21, to develop strategic guidance for the eighth replenishment of the Global Environment Facility Trust Fund;

4. **Requests** the Secretary, together with the Ad Hoc Committee on the Funding Strategy and Resource Mobilisation and the Bureau, to develop strategic guidance for the eighth replenishment of the Global Environment Facility Trust Fund, according to the invitation contained in Decision XIII/21 of the Conference of the Parties to the Convention on Biological Diversity;

5. **Invites** Contracting Parties, in line with Article 18.4 (a) of the International Treaty, to ensure due attention to plans and programmes that support the implementation of the International Treaty within the governing bodies of the Global Environment Facility including by making use, if appropriate, of the Elements of Advice for the Global Environment Facility in relation to the International Treaty prepared by the Bureau;

6. **Notes with appreciation** the options for action to enhance cooperation, coordination and synergies among the biodiversity-related conventions developed by the workshop held in Geneva in February 2016;

7. **Welcomes** the Options for Enhancing Synergies Among the Biodiversity-related Conventions at the National Level, and the Road Map for Enhancing Synergies Among the Biodiversity-related Conventions at the International Level 2017-2020, contained in Annexes I and II of Decision XIII/24 of the thirteenth meeting of the Conference of the Parties to the Convention on Biological Diversity;
8. **Invites** Contracting Parties to consider supporting implementation of these options, in order to further strengthen cooperation and coordination with other relevant international instruments and to enhance synergies with them;
9. **Requests** the Secretary to undertake relevant actions foreseen in these options, as appropriate and subject to the availability of financial resources, particularly in the context of the Liaison Group of Biodiversity-related Conventions, joint work programmes with other relevant international instruments, information and knowledge management, reporting and monitoring, public communication and capacity-development activities;
10. **Notes** that the follow up to the Strategic Plan for Biodiversity 2011-2020 provides an opportunity to further enhance coherence and cooperation between the International Treaty and the Convention on Biological Diversity, as appropriate, and **emphasizes** the importance of maintaining and strengthening targets for plant genetic resources for food and agriculture, including by relying on the monitoring information available through the reporting processes of the International Treaty and the Commission on Genetic Resources for Food and Agriculture, and by taking into account the experience gained in monitoring target 2.5 of the Sustainable Development Goals, and furthermore **stresses** that targets on access to genetic resources and the fair and equitable use of the benefits arising out of their use should take into account the International Treaty and its Multilateral System of Access and Benefit-sharing;
11. **Welcomes** the Secretary's invitation to the Secretariat of the CBD to become key partners in joint research on Aichi Targets related to sustainability in agriculture, and the linkages between *in situ* conservation/on-farm management and community-based initiatives and programmes for the sustainable use of crop wild relatives, landraces and underutilized species;
12. **Requests** the Secretary to continue collaborating and, as appropriate, coordinate with the Secretariat of the Convention on Biological Diversity, but also with the Commission on Genetic Resources for Food and Agriculture and other relevant partners, on issues related to digital sequence information⁴⁷ in order to promote coherence and mutual supportiveness in their respective activities, and to report to the Governing Body;
13. **Requests** the Secretary to cooperate with the Executive Secretary of the Convention on Biological Diversity by providing information on developments and practical implementation experiences within the International Treaty, with a view to informing future discussions on Article 8(j) of the Convention on Biological Diversity and Article 10 of its Nagoya Protocol;
14. **Requests** the Secretary to continue exploring technical options for increasing the visibility of the Global Information System of the International Treaty with regard to the Access and Benefit-sharing Clearing-House of the Nagoya Protocol in areas of mutual interest for the benefit of Contracting Parties and users;
15. **Welcomes** the efforts of the Secretariats of the International Treaty and the Convention on Biological Diversity in collaborating with Bioversity International, the ABS Capacity Development Initiative and other partners to bring together stakeholders and experts involved in implementation of the International Treaty, the Convention on Biological Diversity and its Nagoya Protocol, and **requests** the Secretary, subject to the availability of financial resources, to continue facilitating such interaction on the mutual supportiveness and harmonious implementation of the instruments, and to report the outcomes of such activities to the Governing Body;

⁴⁷ The term is subject to further discussion. There is a recognition that there is a multiplicity of terms that have been used in this area (including, *inter alia*, "genetic sequence data", "genetic sequence information", "genetic information", "dematerialized genetic resources", "in silico utilization", etc.) and that further consideration is needed regarding the appropriate term or terms to be used.

16. **Welcomes** the engagement of the Secretariat of the International Treaty in capacity-development activities on harmonious and mutually supportive implementation of the Convention on Biological Diversity and its Nagoya Protocol and of the International Treaty and **requests** the Secretary to continue engaging in such activities, subject to the availability of financial resources;
17. **Commends** the Secretary for its efforts to cooperate with the Secretariat of the Convention on Biological Diversity and **requests** the Secretary, subject to the availability of financial resources, to continue exploring with the Secretariat of the Convention on Biological Diversity, practical means and activities to further enhance this cooperation according to the Memorandum of Cooperation, and the Joint Initiative between the two Secretariats, and to report to the Governing Body;
18. **Requests** the Secretary to continue reporting on cooperation with the Convention on Biological Diversity at each Session of the Governing Body.

APPENDIX A.10
RESOLUTION 10/2017
POLICY GUIDANCE TO THE GLOBAL CROP DIVERSITY TRUST

THE GOVERNING BODY,

Recalling that the Global Crop Diversity Trust (the Crop Trust) is an essential element of the Funding Strategy of the International Treaty in relation to the *ex situ* conservation and availability of plant genetic resources for food and agriculture;

Recalling that pursuant to Article 1(5) of its Constitution the Crop Trust shall operate in accordance with the overall policy guidance to be provided by the Governing Body of the International Treaty;

Recalling that pursuant to the Relationship Agreement, the Executive Board of the Crop Trust shall submit an annual report on the activities of the Crop Trust to the Governing Body;

Taking note of the report from the Crop Trust, which addresses matters requested by Resolution 8/2015;

PART I: POLICY GUIDANCE

1. **Requests** the Chairperson of the Governing Body and the Secretary to inform the Executive Board of the Crop Trust on the decisions made by the Governing Body to update the Funding Strategy of the International Treaty, of which the Crop Trust is an essential element, and **provides** policy guidance to the following key areas:

A. Resource Mobilization

2. **Thanks** governments and other donors that have provided funds for the Crop Trust Endowment Fund, including those participating in the 2016 Pledging Conference, which was an important milestone in the implementation of the Funding Strategy of the International Treaty, in particular towards enabling to secure long-term funding for collections held pursuant to Article 15 of the Treaty, with contributions pledged standing, as reported by the Crop Trust, at USD 313.9 million;

3. **Welcomes** the steps being taken by the Crop Trust towards more funding from sources other than governments, and **invites** the Executive Board of the Crop Trust to transmit, once finalized, the fundraising strategy for the period 2017-2022 to the Bureau of the Governing Body, for information to the Contracting Parties, and to the Ad Hoc Committee on the Funding Strategy and Resource Mobilization as a valuable input for updating the Funding Strategy, including in relation to the funding targets;

4. **Invites** the Crop Trust to continue its active support to the work of the Ad Hoc Committee on the Funding Strategy and Resource Mobilization, including to develop a programmatic approach of the updated Funding Strategy while respecting the respective mandates of the International Treaty and the Crop Trust and demonstrating the linkages between the different elements of the Funding Strategy;

5. **Recommends** the Crop Trust to expand cooperation with the International Treaty on resource mobilization during the next biennium 2018-2019, in particular on joint fundraising activities with the Secretariat, to enhance complementarities and synergies, and to demonstrate how linkages between different elements of the Funding Strategy could be built in a concrete manner in the updated Funding

Strategy;

6. **Invites** the Crop Trust to provide information, at the Eighth Session of the Governing Body, on progress made with resource mobilization during the next biennium for the Crop Trust Endowment Fund as well as in relation to mobilization of project-based funds to support selected national genebanks in developing countries;

B. Scientific and Technical Matters

7. **Welcomes** the support provided by the Crop Trust during the current biennium for the further implementation of the International Treaty to enable long-term conservation and availability of crop diversity, in partnership with CGIAR and in support to regional and national genebanks;

8. **Invites** the Crop Trust to continue and expand cooperation with the Secretary, in accordance with Article 15.1(g) of the International Treaty, on mobilizing technical support for the orderly maintenance of the collections of plant genetic resources for food and agriculture held under Article 15 of the International Treaty;

9. **Recommends** the Crop Trust to further enhance its collaboration and complementarity with the International Treaty on scientific and technical matters, including through improved linkages in the updating and implementation of the Global Crop Conservation Strategies;

10. **Invites** the Crop Trust to collaborate with the International Treaty on the development of concepts for quality management regarding the conservation of, and access to collections of plant genetic resources for food and agriculture managed by the Contracting Parties in the framework of the Multilateral System of Access and Benefit-sharing of the International Treaty, to assure their proper conservation, and to allow proper access as defined in the Multilateral System on Access and Benefit-sharing;

C. Global Information System

11. **Welcomes** the close collaboration of the Crop Trust with the International Treaty and FAO, through WIEWS, on providing support to genebanks in developing countries for the upgrading of their information management systems and infrastructure;

12. **Invites** the Crop Trust to continue collaborating with the Secretariat on the implementation of the Global Information System, *inter alia*, through the operations of Genesys and the support to GRIN-Global, the CGIAR Genebank Platform and other similar initiatives relevant to the implementation of Article 17 of the International Treaty;

13. **Encourages** the Crop Trust to support synergies and complementarities in its activities with the Programme of Work on the Global Information System, in recognition of the mandate and standard setting capacity of the Governing Body, and **further recommends** the Secretariat to formalize the relationship and create synergies between the Global Information System and Genesys through, *inter alia*, a Memorandum of Understanding;

14. **Recommends** the Crop Trust to submit relevant information to the Secretary so to enable further consideration by the Governing Body of any potential implications of the use of digital sequence information on genetic resources for the three objectives of the International Treaty;

15. **Further invites** the Crop Trust to appoint one expert to continue participating in the Scientific Advisory Committee of the Global Information System and provide regular updates on the implementation of its activities relevant to the Global Information System;

D. Communication and Outreach

16. **Recommends** the Crop Trust to jointly develop outreach and communication products with the International Treaty on the contribution of plant genetic resources for food and agriculture to the achievement of the 2030 Agenda for Sustainable Development, and in particular on the importance of implementing the International Treaty to reach Target 2.5 of the Sustainable Development Goals;

PART II: OTHER

17. **Calls upon** the Executive Board of the Crop Trust to submit its report annually on the activities of the Crop Trust to the Governing Body for its regular session and for an intervening year to the Bureau of the Governing Body, as provided in Article 3(3) of the Relationship Agreement, and **decides** that the submission to the Bureau of such reports shall constitute a fulfilment of the obligation under the Relationship Agreement;

18. **Requests** the Bureau of the Eight Session to carry out selection and appointment of members to the Executive Board during 2019 in accordance with the *Procedures for the Selection and Appointment of Members of the Executive Board of the Global Crop Diversity Trust*, so to ensure the continued smooth and efficient functioning of the Executive Board.

APPENDIX A.11**RESOLUTION 11/2017****COOPERATION WITH THE COMMISSION ON GENETIC RESOURCES FOR FOOD AND AGRICULTURE****THE GOVERNING BODY,**

Recalling Resolutions 4/2013 and 9/2015 on Cooperation with the Commission on Genetic Resources for Food and Agriculture (Commission) and, in particular, its request for a close cooperation between the Commission and the Governing Body;

1. **Welcomes** the establishment of the new FAO Department on Climate, Biodiversity, Land and Water and **notes** that this will strengthen collaboration between the International Treaty and the Commission and allow for greater coordination and coherence between the International Treaty and the Commission;
2. **Agrees** to keep the matter of the functional division of tasks and activities between the Governing Body and the Commission under review and **requests** the Secretary to regularly report any relevant developments in the cooperation with the Commission;
3. **Welcomes** the Voluntary Guidelines for national level conservation of crop wild relatives and wild food plants and **invites** Contracting Parties to implement them, as appropriate;
4. **Welcomes** the invitation of the Commission to the Governing Body, to continue, in its continued governance of plant genetic resources for food and agriculture (PGRFA) according to Article 3 of the International Treaty, to closely coordinate with the Commission, in order to address in a complementary way the distinctive features and specific uses of PGRFA, bearing in mind the ongoing activities and processes under the International Treaty, including the current process of enhancing the functioning of the Multilateral System of Access and Benefit-sharing and the ongoing cooperation supporting the harmonious implementation of the International Treaty, the Convention on Biological Diversity and its Nagoya Protocol;
5. **Welcomes** the invitation of the Commission to the Governing Body to exchange information with the Commission at regular intervals on the process of enhancing the Multilateral System with a view to avoiding duplication of efforts and **requests** the Secretary to prepare, with the guidance of the Bureau of the Eighth Session of the Governing Body, a report to be made available to the seventeenth Regular Session of the Commission;
6. **Requests** the Secretary to collaborate with the Secretary of the Commission, who will convene an international workshop to assist countries to identify and raise awareness of distinctive features and specific practices of subsectors of genetic resources for food and agriculture in the context of the Elements to Facilitate Domestic Implementation of Access and Benefit-sharing for Different Subsectors of Genetic Resources for Food and Agriculture, as well as with the Secretary of the Convention on Biological Diversity;
7. **Takes note** of the analysis of the information collected by the Governing Body on the implementation of the International Treaty and by FAO WIEWS on the implementation of the Second Global Plan of Action on Plant Genetic Resources for Food and Agriculture and for the preparation of the Third Report on the State of the World's Plant Genetic Resources for Food and Agriculture, and **requests** the Secretaries of the International Treaty and the Commission to explore technical options that allow users of one system to either refer to or use information previously submitted to the other system;

8. **Requests** the Secretary to continue strengthening collaboration and coordination with the Secretary of the Commission to promote coherence in the development and implementation of the respective programmes of work of the two bodies, and in particular with regard to:

- i) the preparation of the Third Report on the State of the World's Plant Genetic Resources for Food and Agriculture and the consideration of the Third Global Plan of Action for Plant Genetic Resources for Food and Agriculture;
- ii) the monitoring and implementation of the Second Global Plan of Action for Plant Genetic Resources for Food and Agriculture, including further work on draft voluntary guidelines on farmers' varieties/landraces and global networking on *in situ* conservation and on-farm management of PGRFA;
- iii) access and benefit-sharing;
- iv) the Global Information System of the International Treaty and FAO WIEWS; and
- v) global targets and indicators related to PGRFA.

APPENDIX A.12**RESOLUTION 12/2017****COOPERATION WITH OTHER INTERNATIONAL BODIES AND ORGANIZATIONS**

PART I: INTERNATIONAL BODIES AND ORGANIZATIONS**THE GOVERNING BODY,**

Recalling its Resolution 10/2015 and other previous relevant Resolutions and decisions;

Reaffirming the importance of maintaining and further strengthening cooperation with the relevant international organizations, institutions and partners in order to advance the objectives and implementation of the International Treaty;

Noting with appreciation the continued cooperation, collaboration and support provided by relevant international organizations during the current biennium;

Welcoming the active engagement of other relevant stakeholder groups, in particular civil society organizations, farmers' organizations and the seed industry, to support the implementation of the International Treaty and its relevant policy processes;

Cognizant of the importance of harmonious and mutually supportive implementation of the International Treaty with relevant instruments and processes especially at the national level, and noting the continued importance of assisting developing country Contracting Parties in this regard;

1. **Reaffirms** the need to continue the efforts necessary to ensure that the International Treaty's objectives and role in the conservation and sustainable use of plant genetic resources for food and agriculture are recognized and supported by relevant international institutions, organizations and processes;
2. **Takes note** of the collaboration with the African Union Commission and welcomes its interest to promote the Treaty and support Contracting Parties from the African Region in the implementation of the Treaty and, as appropriate, to play a coordinating role for the delegates and representatives from the region, and **requests** the Secretary to continue strengthening this collaboration as well as to seek opportunities to establish cooperation with other relevant regional organisations and institutions for the promotion and implementation of the International Treaty;
3. **Takes note** of the collaboration with the Global Forum on Agricultural Research, and **welcomes** their support in particular to the implementation of the Joint Capacity Building Programme on Farmers' Rights;
4. **Encourages** Contracting Parties to take initiatives to strengthen the harmonious and mutually supportive implementation of the International Treaty and other relevant international instruments and processes, in order to promote policy coherence and improve efficiency at all levels and implement their various goals and commitments in a coherent, clear, and mutually supportive manner;
5. **Requests** the Secretary to facilitate such initiatives upon request and subject to the availability of resources;
6. **Affirms** the need to expand the Joint Capacity Building Programme with Bioversity International and to ensure that the Secretary continue play an active role of coordination, monitoring and analysis of results and impacts, and **calls upon** Contracting Parties and donors to provide additional funding to support its continuation;
7. **Requests** the Secretary to continue and further strengthen and expand the collaboration with Bioversity International, the Secretariat of the Convention on Biological Diversity, the ABS Capacity Development Initiative and other capacity building providers, in their support to Contracting Parties in

implementing the International Treaty and the Convention on Biological Diversity and its Nagoya Protocol in a harmonious and mutually supportive manner;

8. **Encourages** the members of the Liaison Group of the Biodiversity-related Conventions to continue their collaboration in accordance with their respective mandates and, subject to availability of financial resources, **requests** the Secretary to continue participating actively in the relevant activities of the Biodiversity Liaison Group;

9. **Urges** Contracting Parties to take measures to enhance synergies in their implementation of or participation in biodiversity-related conventions to promote policy coherence, improve efficiency and enhance coordination and cooperation at all levels and **invites** international organizations and donors to provide financial resources to support efforts that encourage synergies in policy development and the fulfilment of obligations under the biodiversity-related conventions;

10. **Requests** the Secretary to continue participating in the Information and Knowledge Management Initiative (InforMEA) being coordinated by the United Nations Environment Programme and making information available to Contracting Parties and other stakeholders through the InforMEA Portal, including the publication of online training courses;

11. **Requests** the Secretary to continue participating in relevant meetings of UPOV and, the Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore of WIPO, as appropriate and subject to the availability of financial resources;

12. **Encourages** other relevant stakeholder groups, in particular civil society organizations, farmers' organizations and the seed industry, to further strengthen their engagement and cooperation to advance the implementation of the International Treaty;

13. **Requests** the Secretary to continue to report to the Governing Body on cooperation with other relevant international bodies and organizations, and related collaborative activities.

PART II: ARTICLE 15 INSTITUTIONS

THE GOVERNING BODY,

Recalling the provisions of Article 15.1 of the International Treaty;

14. **Takes note** of the information provided in the reports by institutions that have concluded agreements under Article 15 of the International Treaty and **commends** those institutions that submitted reports for the valuable contents, and **urges** them to continue to provide similar information to future sessions of the Governing Body;

15. **Invites** those institutions that have not submitted any report, to do so at the Eighth Session of the Governing Body and **requests** the Secretary to communicate this invitation to such institutions;

16. **Requests** the Secretary, subject to the availability of financial resources, to hold regular or periodic consultations with institutions that have concluded agreements under Article 15 of the International Treaty, on implementation of the agreements and policy guidance, and report to the Governing Body at each Session;

17. **Takes note** of the ongoing efforts to secure the international collections whose orderly maintenance is at risk or threatened, and **requests** the Secretary to continue exercising his responsibilities under Article 15 of the International Treaty, in close collaboration with host governments, as applicable, and in partnership with other interested governments and relevant institutions that are capable of providing technical and other necessary support to these efforts;

18. **Invites** Contracting Parties, donors and other stakeholders to provide necessary financial and material support to facilitate these efforts;

19. **Requests** the Secretary to continue in his efforts to secure agreements with other relevant international institutions that meet the requirements of Article 15 of the International Treaty.

PART III: MANAGEMENT OF THE SVALBARD GLOBAL SEED VAULT

THE GOVERNING BODY,

Taking note of the report provided by the Government of Norway on the management of the Svalbard Global Seed Vault (Seed Vault) and the suggestions of the Bureau of the Seventh Session;

Recalling that the adoption of the International Treaty gave the impetus to the Norwegian government to proceed with the establishment of the Seed Vault;

Reaffirming the strong linkages between the Seed Vault and the International Treaty;

20. **Commends** the Government of Norway for the establishment and its management of the Seed Vault and **renews** its commitment and support to the Seed Vault following its first ten years of operation;

21. **Acknowledges** that the Seed Vault is an important element of the Global System for *ex situ* conservation and use of plant genetic resources for food and agriculture;

22. **Welcomes** the invitation of the Government of Norway for the Chairperson of the Governing Body to act as the Chairperson of the Seed Vault's International Advisory Panel and **requests** the Chairperson of the Governing Body, for the time being, to carry out the functions as may be required by that role;

23. **Requests** the Secretary to further explore with the Government of Norway other practical means to further enhance the linkages between the International Treaty and the Seed Vault, and report to the Governing Body;

24. **Invites** Contracting Parties, international institutions and other relevant bodies to consider making use of the Seed Vault in their strategy for securing their important seed collections and for the purpose of long-term storage of plant genetic resources for food and agriculture;

25. **Invites** the Government of Norway to continue to update the Governing Body on the operations and management of the Seed Vault.

APPENDIX A.13**RESOLUTION 13/2017****MULTI-YEAR PROGRAMME OF WORK OF THE GOVERNING BODY OF THE INTERNATIONAL TREATY****THE GOVERNING BODY,**

Recalling Resolution 13/2015;

Noting that one of the primary objectives of the Multi-Year Programme of Work is to better structure the International Treaty's work programme, particularly the work to be done during the inter-sessional periods;

Noting that other FAO bodies have adopted multi-year programmes of work to schedule in-depth reviews of relevant programmes and mechanisms;

Recognizing that “digital sequence information”⁴⁸ has been raised repeatedly in the context of various aspects of its work;

Noting decision XIII/16 adopted by the Conference of the Parties to the Convention on Biological Diversity (CBD) in December 2016,⁴⁹ and decision 2/14 adopted by the Parties to the Nagoya Protocol on Access and Benefit-Sharing in December 2016,⁵⁰

Noting that the FAO Commission on Genetic Resources for Food and Agriculture (CGRFA) at its sixteenth Regular Session in February 2017 established a new work stream on “digital sequence information on GRFA”;⁵¹

Noting with appreciation the Special Event on Genomics Information held in Kigali prior to the start of the Seventh Session;

Noting that there is a need to further clarify the terminology around “digital sequence information”;

1. **Requests** the Bureau to develop, with the support of the Secretary and inputs from Contracting Parties, the Multi-Year Programme of Work (MYPoW) for the Governing Body for its consideration at the Eighth Session;
2. **Decides** to consider at its Eighth Session the potential implications of the use of “digital sequence information” on genetic resources for the objectives of the International Treaty, and to consider it for inclusion in the MYPoW at that meeting;
3. **Requests** the Secretary to notify the outputs of the work foreseen under paragraph 9 of Resolution 5/2017, on the Implementation of the Global Information System, to Contracting Parties and all relevant stakeholders;
4. **Invites** Contracting Parties, other governments, relevant stakeholders and individuals with relevant expertise on the matter to provide information to the Governing Body on, *inter alia*, terminology used in this area, actors involved with “digital sequence information” on plant genetic resources for food and agriculture (PGRFA), the types and extent of uses of “digital sequence information” on PGRFA, such as:

- i) characterization

⁴⁸ The term is taken from decision CBD COP XIII/16 and is subject to further discussion. There is a recognition that there are a multiplicity of terms that have been used in this area (including, *inter alia*, “genetic sequence data”, “genetic sequence information”, “genetic information”, “dematerialized genetic resources”, “in silico utilization”, etc.) and that further consideration is needed regarding the appropriate term or terms to be used.

⁴⁹ CBD/COP/DEC/XIII/16, available at: <https://www.cbd.int/doc/decisions/cop-13/cop-13-dec-16-en.pdf>

⁵⁰ CBD/NP/MOP/DEC/2/14, available at: <https://www.cbd.int/doc/decisions/np-mop-02/np-mop-02-dec-14-en.doc>

⁵¹ Para. 86 of CGRFA-16/17/Report, available at: <http://www.fao.org/3/a-ms565e.pdf>

- ii) breeding and genetic improvement
- iii) conservation
- iv) identification of PGRFA

as well as on relevance of “digital sequence information” on PGRFA for food security and nutrition, in order to facilitate consideration by the Governing Body, at its Eighth Session, of the potential implications of the use of “digital sequence information” on PGRFA for the objectives of the International Treaty, including exchange, access and the fair and equitable sharing of the benefits arising from their use;

5. **Requests** the Secretary to compile the views received and make them available to Contracting Parties to inform discussions on this topic at the Eight Session of the Governing Body;

6. **Requests** the Secretary to continue following the discussions on genetic sequence information in other fora, and to coordinate with the Secretariats of the CBD and the CGRFA in any related activities in order to ensure coherence and avoid duplication of efforts;

7. **Requests** the Secretary to inform the Governing Body at its Eighth Session of the outcomes of the related processes in the CBD and in the CGRFA as they relate to the potential implications of the use of "digital sequence information" on genetic resources for the objectives of the International Treaty;

8. **Requests** the Bureau to guide the Secretary in the preparation of the discussions on “digital sequence information” at its Eighth Session, benefiting from technical expertise.

APPENDIX A.14
RESOLUTION 14/2017
WORK PROGRAMME AND BUDGET 2018–19

THE GOVERNING BODY,

Recalling that:

- a) The FAO Governing Bodies have determined that the Treaty on Plant Genetic Resources for Food and Agriculture is a priority FAO activity;
- b) That the FAO Conference has recommended that “*statutory bodies and conventions will be strengthened, enjoying more financial and administrative authority within the framework of FAO and a greater degree of self-funding by their Members*”;

Recognizing that:

- a) The International Treaty is at a crucial growth and enhancement stage;
 - b) The execution of the Work Programme is subject to adequate resources being available, in a timely manner, within the Core Administrative Budget, and that this will be essential to the future functioning, integrity and effectiveness of the International Treaty;
1. **Adopts** the International Treaty’s Work Programme and the Core Administrative Budget for the biennium 2018-19, as contained in *Annex 1* to this Resolution;
 2. **Adopts** the indicative scale of contributions, in accordance with Financial Rule V.1 b), as contained in *Annex 2* to this Resolution;
 3. **Urges** all Contracting Parties to provide the resources required in the Core Administrative Budget, as adopted;
 4. **Urges** Contracting Parties who made no, or only limited contributions in previous biennia, to make contributions to the Core Administrative Budget;
 5. **Recommends** the project proposals contained in the *Addendum to Annex 1* to this Resolution to donor Governments and institutions, and **invites** them to provide the funding necessary for the implementation of these projects;
 6. **Invites** States that are not Contracting Parties, inter-governmental organizations, non-governmental organizations and other entities, to also contribute to the Core Administrative Budget, consistent with relevant FAO rules;
 7. **Takes note** of the provisional proposed contribution from FAO of USD 2,000,000;
 8. **Approves** the level of the Working Capital Reserve at USD 580,000;
 9. **Notes** that Contracting Parties, who have not contributed to the Working Capital Reserve, will be requested to contribute the balance necessary to bring the reserve up to its established level, in the call for contributions for the 2018-19 biennium, by separate voluntary contributions, in addition to their voluntary contributions to the Core Administrative Budget;
 10. **Approves** the Secretariat staffing structure for the biennium 2018-19 set out in *Annex 3* to this Resolution, recognizing that the precise staffing arrangements are a matter of the normal executive authority of the Secretary;
 11. **Thanks** those Governments who have generously donated substantial funds for additional project activities, outside the Core Administrative Budget, in support of the International Treaty’s operational systems and **invites** Governments to replenish the funds for project activities which will be critical for the continued successful implementation of the International Treaty in the 2018-19 biennium;

12. **Warmly thanks** the Government of Italy for the staff resources that they have made available to support and extend the activities of the International Treaty;
13. **Confirms** that Contracting Parties that are developing countries and countries with economies in transition should be informed by the Secretary, in a timely manner before a meeting, of the availability of resources to support their participation in that meeting from the Fund referred to in the Treaty's Financial Rule VI.2 c), and that, where such funding is limited, priority should be given to the least developed countries;
14. **Encourages** Contracting Parties and other donors to replenish the Fund to Support the Participation of Developing Countries in the amount of USD700,000 for the 2018-19 biennium and requests the Secretary to include a call for funds to this effect in the annual letters calling for contributions to the Budget;
15. **Encourages** Contracting Parties to contribute to the Trust Fund for Agreed Purposes to replenish resources required to support the implementation and further evolution of the International Treaty in alignment with its 2018-19 Work Programme;
16. **Agrees and collectively grants its advance consent** to the budget revisions to the Trust Fund for Agreed Purposes and the Trust Fund to Support the Participation of Developing Countries that may arise from any additional contribution to these Trust Funds, in accordance with the financial rules or administrative requirements of FAO;
17. **Invites** FAO to take into account the specific nature and structure of the International Treaty's Trust Funds and to make necessary arrangements to minimize administrative burdens that might impede the receipt of contributions into those funds;
18. **Requests** the Secretary to continue to seek opportunities to hold International Treaty meetings back-to-back with other relevant meetings to save on travel and other costs;
19. **Requests** the Secretary to make all possible efforts to identify and use the most cost effective ways to undertake its activities;
20. **Requests** the Secretary to submit a draft Work programme and Budget for the biennium 2020-21, including a Secretariat staffing table and a Draft Resolution, for the consideration of the Governing Body at its Eighth Session, and to report on progress on income and expenditures, as well as any adjustments made to the budget in the biennium 2018-19;
21. **Requests** the Secretary to provide a detailed financial report, at least six weeks in advance, to the Eighth Session of the Governing Body.

ANNEX 1**Core Work Programme: 2018 - 2019 Biennium – Resource requirements**

	A	B	C
	Core Maintenance Function	Core Implementing Functions	Core Administrative Budget
All amounts in USD			
A. Human resources			
A.1 Established staff positions	4,696,536	-	4,696,536
A.3 Other consultancy costs	560,049	406,448	966,497
Total A. Human Resources	5,256,585	406,448	5,663,033
B. Meetings			
B.1 Governing body	770,000	-	770,000
B.2 Bureau	32,500	-	32,500
B.3 Compliance Committee	40,000	-	40,000
B.4 Panel of Experts for the appraisal of project proposals	40,000	-	40,000
B.5 Activity related		224,500	224,500
Total B. Meetings	882,500	224,500	1,107,000
C. Other costs			
C.1 Core staff duty travel	200,000	30,000	230,000
C.2 Publications and communication	65,000	-	65,000
C.3 Supplies and equipment	25,000	-	25,000
C.4 Contracts	64,500	10,000	74,500
C.5 Miscellaneous	20,000	8,200	28,200
Total C. Other Costs	374,500	48,200	422,700
Total A + B + C	6,513,585	679,148	7,192,733
D. General Operating Services	260,543	27,166	287,709
Operating Budget	6,774,128	706,314	7,480,442
E. Project Servicing Cost	286,448	42,379	328,827
Totals	7,060,576	748,693	7,809,269
Funding of the Proposed Core Administrative Budget			
Total Core Work Programme			7,809,269
Less:			
F. FAO contribution			[2,000,000]
Net amount to be funded by Contracting Parties			5,809,269

Maintenance Functions: 2018 - 2019 Biennium – Resource requirements

Treaty Article GB Doc reference	Core Maintenance Function	
	19-20	
	28, 28 Add.1	
	Cost - USD	Total Cost - USD
A. Human resources		
A.1 Established staff positions	4,696,536	4,696,536
In accordance with approved Secretariat staffing table		
<i>D1 Secretary</i>	504,912	
<i>P5 (Senior Technical Officer, Multilateral System and deputy to the Secretary)</i>	493,361	
<i>P4 (Programme Officer, Programme and Management)</i>	389,112	
<i>P4 (Technical Officer, Multilateral System and Global Information System Operations)</i>	420,241	
<i>P4 (Technical Officer, Funding Strategy and Benefit-sharing Fund Operations)</i>	420,241	
<i>P4 (Technical Officer, Donor Liaison, 12 months)</i>	210,120	
<i>P4 (Technical Officer, Liaison with CBD and other organizations)</i>	420,241	
<i>P3 (Technical Officer, Funding Strategy Support)</i>	346,680	
<i>P3 (Technical Officer, Communication and Outreach)</i>		
<i>P3 (Technical Officer, Multilateral System and Benefit-sharing)</i>	346,680	
<i>P3 (Technical Officer, Systems Operations Support)</i>	346,680	
<i>P3 (Technical Officer, Finance & Budget)</i>		
<i>G5 Administrative support clerk</i>	214,848	
<i>G5 Meetings support clerk</i>	214,848	
<i>G4 Secretary</i>	184,656	
<i>G3 Clerk</i>	167,106	
A.3 Consultancy costs	560,049	560,049
Treaty maintenance and Statutory meeting related	309,149	
Communications and editorial related	250,900	
Total A. Human Resources	5,256,585	5,256,585
B. Meetings - Statutory Bodies		
B.1 Governing body	770,000	770,000
<i>Consultants</i>	50,000	
<i>Contracts</i>	60,000	
<i>Locally Contracted Labour & Overtime</i>	38,000	
<i>Travel (Secretariat)</i>	-	
<i>Expendable Procurement</i>	7,000	
<i>General Operating Expenses</i>	10,000	
<i>General Operating Expenses - external common services</i>	10,000	
<i>General Operating Expenses - internal common services (interpretation, translation & printing)</i>	595,000	
B.2 Bureau	32,500	32,500
B.3 Compliance Committee	40,000	40,000
B.4 Panel of Experts - Benefit-sharing Fund	40,000	40,000
Total B. Meetings	882,500	882,500
C. Other costs		
C.1 Staff duty travel	200,000	200,000
C.2 Publications and communication	65,000	65,000
C.3 Supplies and equipment	25,000	25,000
C.4 Contracts		
<i>Hosting SMTA in UNICC</i>	22,000	22,000
<i>Hosting GLIS in FAO & website hosting and maintenance</i>	42,500	42,500
C.5 Miscellaneous	20,000	20,000
Total C. Other Costs	374,500	374,500
Total A + B + C	6,513,585	6,513,585
D. General Operating Services (4% of A + B + C)	260,543	260,543
Operating Budget	6,774,128	6,774,128
E. Project Servicing Cost (6% of Operating Budget excluding FAO contribution)	286,448	286,448
Core Administrative budget	7,060,576	7,060,576
F. FAO contribution	2,000,000	2,000,000
Balance to be funded by Contracting Parties	5,060,576	5,060,576

Implementing Functions, 2018 - 2019 Biennium – Resource requirements

Reference	Core Implementing Functions										Total Core Implementation Functions				
	CIF-1		CIF-2		CIF-3		CIF-4		CIF-5						
	Ad Hoc Open-ended Working Group on the Enhancement of the Functioning of the Multilateral System of Access and Benefit-sharing		Information Systems for PGRFA		Funding Strategy and Ad Hoc Committee on the Funding Strategy		Capacity building and training for implementation of the MLS and GLIS		Implementation of Article 6 and related provisions						
	Treaty Articles	18,13	5,13,15 & 17	13,18	20.5	5,6,9									
GB Doc reference	IT/GB-7/17/7	IT/GB-7/17/14 & 15	IT/GB-7/17/12 & 13	IT/GB-7/17/09 & 14	IT/GB-7/17/16 & 17										
All amounts in USD															
A. Human resources															
A.3 Other consultancy costs	67,500	166,448	54,000	54,000	64,500	406,448									
Total A. Human Resources	67,500	166,448	54,000	54,000	64,500	406,448									
B. Meetings															
Other Meetings															
B.5 Activity related	Meetings		Total	Meetings		Total	Meetings		Total	Meetings		Total			
	Cost	No.		Cost	No.		Cost	No.		Cost	No.				
Consultants	8,100	5	40,500										40,500		
Contracts			-			-				8,000	1	8,000	8,000		
Travel - participants		2 (+3)	-		2	-		2 (+2)	-		2	-	4	-	
Travel - Secretariat	10,000	2	20,000				3,000	2	6,000	5,000	2	10,000	36,000		
Procurement			-			-			-			-	-		
General operating expenses (interpretation, translation, printing)	52,500	2	105,000				7,500	2	15,000			20,000	1	20,000	140,000
<i>Meeting cost per session</i>	70,600						10,500			5,000			28,000		
Total B. Meetings			165,500			-			21,000			10,000		28,000	224,500
C. Other costs															
C.1 Core staff duty travel			-		5,000				-		10,000		15,000	30,000	
C.2 Publications and communication			-		-				-		-		-	-	
C.3 Supplies and equipment			-		-				-		-		-	-	
C.4 Contracts			-		10,000				-		-		-	10,000	
C.5 Miscellaneous			-		8,200				-		-		-	8,200	
Total C. Other Costs			-		23,200				-		10,000		15,000	48,200	
Total A + B + C			233,000		189,648				75,000		74,000		107,500	679,148	
D. General Operating Services (4% of A + B + C)			9,320		7,586				3,000		2,960		4,300	27,166	
Operating Budget			242,320		197,234				78,000		76,960		111,800	706,314	
E. Project Servicing Cost (6% of Operating Budget)			14,538		11,836				4,681		4,617		6,707	42,379	
Totals			256,858		209,070				82,681		81,577		118,507	748,693	

ADDENDUM TO ANNEX 1**POSSIBLE DONOR-FUNDED SUPPORTING PROJECTS FOR WHICH FUNDING WILL
BE SOUGHT**

	US\$
The Benefit-sharing Support Programme of the Treaty	500,000
Joint Capacity-Building Programme for the harmonious implementation of the Treaty, and the CBD and its Nagoya Protocol	600,000
Outreach, Awareness-raising and Promotion of the Treaty	550,000
Training programme on the Treaty	460,000
The Global Information System on Plant Genetic Resources for Food and Agriculture under Article 17 of the Treaty	1.1million
Conservation, Sustainable Use of PGRFA and Farmers' Rights under the Article 5, 6 and 9 of the Treaty	500,000

ANNEX 2**Indicative Scale of Contributions for the Calendar Years 2018-2019***(2016-17 scale is shown for comparison purposes)*

Contracting Party	Scale⁵²	Scale⁵³
	2018-19	2016-17
Afghanistan	0.008%	0.008%
Albania	0.010%	0.015%
Algeria	0.201%	0.210%
Angola	0.012%	0.015%
Antigua and Barbuda	0.003%	n/a
Argentina	1.114%	n/a
Armenia	0.008%	0.011%
Australia	2.919%	3.184%
Austria	0.899%	1.225%
Bangladesh	0.012%	0.015%
Belgium	1.105%	1.532%
Benin	0.004%	0.005%
Bhutan	0.001%	0.001%
Bolivia (Plurinational State of)	0.015%	n/a
Brazil	4.775%	4.505%
Bulgaria	0.056%	0.072%

⁵² Indicative Scale of Contributions for 2018-19 based on the UN Scale of Assessments for 2016-18, as established by General Assembly Resolution 70/245 adopted on 23 December 2015

⁵³ Indicative Scale of Contributions for 2016-17 based on the UN Scale of Assessments for 2013-15, as established by General Assembly Resolution 67/238 adopted on 21 December 2012

Burkina Faso	0.005%	0.005%
Burundi	0.001%	0.001%
Cambodia	0.005%	0.006%
Cameroon	0.012%	0.018%
Canada	3.648%	4.583%
Central African Republic	0.001%	0.001%
Chad	0.006%	0.003%
Chile	0.498%	n/a
Congo, Republic of	0.008%	0.008%
Cook Islands	0.001%	0.001%
Costa Rica	0.059%	0.058%
Côte d'Ivoire	0.011%	0.017%
Croatia	0.124%	0.193%
Cuba	0.081%	0.106%
Cyprus	0.054%	0.072%
Czech Republic	0.430%	0.593%
Democratic People's Republic of Korea	0.006%	0.009%
Democratic Republic of the Congo	0.010%	0.005%
Denmark	0.729%	1.036%
Djibouti	0.001%	0.001%
Ecuador	0.084%	0.068%
Egypt	0.190%	0.206%
El Salvador	0.018%	0.025%
Eritrea	0.001%	0.001%

Estonia	0.047%	0.061%
Ethiopia	0.012%	0.015%
Fiji	0.004%	0.005%
Finland	0.570%	0.797%
France	6.070%	8.589%
Gabon	0.021%	0.031%
Germany	7.981%	10.966%
Ghana	0.020%	0.021%
Greece	0.588%	0.98%
Guatemala	0.035%	0.041%
Guinea	0.003%	0.001%
Guinea-Bissau	0.001%	0.001%
Guyana	0.003%	n/a
Honduras	0.010%	0.012%
Hungary	0.201%	0.408%
Iceland	0.029%	0.041%
India	0.921%	1.023%
Indonesia	0.630%	0.531%
Iran, Islamic Republic of	0.588%	0.547%
Iraq	0.161%	0.104%
Ireland	0.418%	0.642%
Italy	4.681%	6.831%
Jamaica	0.011%	0.017%

Japan	12.092%	16.634%
Jordan	0.025%	0.034%
Kenya	0.022%	0.020%
Kiribati	0.001%	0.001%
Kuwait	0.356%	0.419%
Kyrgyz Republic	0.003%	0.003%
Lao People's Democratic Republic	0.004%	0.003%
Latvia	0.062%	0.072%
Lebanon	0.057%	0.064%
Lesotho	0.001%	0.001%
Liberia	0.001%	0.001%
Libya	0.156%	0.218%
Lithuania	0.090%	0.112%
Luxembourg	0.080%	0.124%
Madagascar	0.004%	0.005%
Malawi	0.003%	0.003%
Malaysia	0.402%	0.431%
Maldives	0.003%	0.001%
Mali	0.004%	0.006%
Malta	0.020%	n/a
Marshall Islands	0.001%	0.001%
Mauritania	0.003%	0.003%
Mauritius	0.015%	0.020%

Montenegro	0.005%	0.008%
Morocco	0.067%	0.095%
Myanmar	0.012%	0.015%
Namibia	0.012%	0.015%
Nepal	0.008%	0.009%
Netherlands	1.851%	2.540%
Nicaragua	0.005%	0.005%
Niger	0.003%	0.003%
Norway	1.060%	1.307%
Oman	0.141%	0.157%
Pakistan	0.116%	0.131%
Palau	0.001%	0.001%
Panama	0.042%	0.040%
Papua New Guinea	0.005%	0.006%
Paraguay	0.018%	0.015%
Peru	0.170%	0.180%
Philippines	0.206%	0.236%
Poland	1.050%	1.414%
Portugal	0.490%	0.728%
Qatar	0.336%	0.321%
Republic of Korea	2.547%	3.062%
Republic of Moldova	0.005%	0.005%
Romania	0.230%	0.347%
Rwanda	0.003%	0.003%

Saint Lucia	0.001%	0.001%
Samoa	0.001%	0.001%
Sao Tome and Principe	0.001%	0.001%
Saudi Arabia	1.431%	1.327%
Senegal	0.006%	0.009%
Serbia	0.040%	0.061%
Seychelles	0.001%	0.001%
Sierra Leone	0.001%	0.001%
Slovakia	0.200%	0.263%
Slovenia	0.105%	0.154%
Spain	3.051%	4.565%
Sri Lanka	0.039%	0.038%
Sudan	0.012%	0.015%
Swaziland	0.003%	0.005%
Sweden	1.194%	1.474%
Switzerland	1.424%	1.608%
Syrian Arab Republic	0.030%	0.055%
Togo	0.001%	0.001%
Tonga	0.001%	0.001%
Trinidad and Tobago	0.042%	0.068%
Tunisia	0.035%	0.055%
Turkey	1.271%	2.039%
Tuvalu	0.001%	n/a

Uganda	0.011%	0.009%
United Arab Emirates	0.754%	0.914%
United Kingdom	5.576%	7.953%
United Republic of Tanzania	0.012%	0.014%
United States of America	22.000%	n/a
Uruguay	0.099%	0.080%
Venezuela	0.713%	0.963%
Yemen	0.012%	0.015%
Zambia	0.009%	0.009%
Zimbabwe	0.005%	0.003%
	<hr/> 100.000%	<hr/> 100.00%

APPENDIX B**AGENDA OF THE SEVENTH SESSION OF THE GOVERNING BODY**

1. Adoption of the Agenda and Timetable
2. Election of the Rapporteur
3. Appointment of the Credentials Committee
4. Establishment of a Budget Committee
5. Report of the Chairperson of the Governing Body
6. Report of the Secretary of the Governing Body
7. The 2030 Agenda for Sustainable Development and the Role of Plant Genetic Resources for Food and Agriculture
8. Enhancement of the Functioning of the Multilateral System of Access and Benefit-sharing
9. Proposal for an Amendment of the International Treaty
10. Enhancement of the Funding Strategy of the International Treaty
11. The Multilateral System of Access and Benefit-sharing
12. The Funding Strategy
13. The Global Information System
14. The Programme of Work on Sustainable Use
15. Farmers' Rights
16. Compliance
17. Cooperation with International Instruments and Organizations
 - 17.1 Cooperation with the Convention on Biological Diversity, including the Nagoya Protocol
 - 17.2 Cooperation with the Global Crop Diversity Trust
 - 17.3 Cooperation with the Commission on Genetic Resources for Food and Agriculture
 - 17.4 Cooperation with Other International Bodies and Organizations
18. Multi-Year Programme of Work for 2018-2025
 - 18.a Digital Sequence Information
19. Adoption of the Work Programme and Budget
20. Appointment of the Secretary of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture
21. Any Other Matters
22. Election of the Chairperson and Vice-Chairpersons of the Eighth Session

23. Date and Place of the Eighth Session

24. Adoption of the Report

*APPENDIX C***LIST OF DOCUMENTS****Working Documents**

IT/GB-7/17/1	Provisional Agenda
IT/GB-7/17/2	Annotated Provisional Agenda and Timetable
IT/GB-7/17/3	List of Observers
IT/GB-7/17/4	Report of the Chairperson
IT/GB-7/17/5	Report of the Secretary
IT/GB-7/17/6	The 2030 Agenda for Sustainable Development and the Role of Plant Genetic Resources for Food and Agriculture
IT/GB-7/17/7	Report of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System
IT/GB-7/17/7 Add.1	Report of the Seventh Meeting of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System
IT/GB-7/17/8	Proposal for an Amendment of the International Treaty
IT/GB-7/17/9	Implementation and Operations of the Multilateral System
IT/GB-7/17/10	Report on the Operations of the Third Party Beneficiary
IT/GB-7/17/11	Report on the Practice of the CGIAR Centers for Plant Genetic Resources for Food and Agriculture under Development
IT/GB-7/17/12	Report of the Ad Hoc Advisory Committee on the Funding Strategy
IT/GB-7/17/13	Report on the Implementation of the Funding Strategy
IT/GB-7/17/14	Implementation of the Global Information System
IT/GB-7/17/15	Synthesis Report on the DivSeek Initiative
IT/GB-7/17/16	Implementation of the Programme of Work on Sustainable Use of Plant Genetic Resources for Food and Agriculture
IT/GB-7/17/17	Report on the Implementation of Farmers' Rights
IT/GB-7/17/18	Report of the Compliance Committee
IT/GB-7/17/19	Report on Cooperation with the Convention on Biological Diversity
IT/GB-7/17/20	Cooperation with the Global Crop Diversity Trust

IT/GB-7/17/21	Report from the Global Crop Diversity Trust
IT/GB-7/17/22	Cooperation with the Commission on Genetic Resources for Food and Agriculture
IT/GB-7/17/23	Communication Strategy of the International Treaty
IT/GB-7/17/24	Reports from Institutions that have Concluded Agreements with the Governing Body under Article 15 of the International Treaty
IT/GB-7/17/25	Report on Cooperation with International Bodies and Organizations
IT/GB-7/17/25 Add.1	Report from Norway on the Management of the Svalbard Global Seed Vault
IT/GB-7/17/26	Draft Multi-Year Programme of Work for 2018-2025
IT/GB-7/17/27	Financial Report on Progress of the Work Programme and Budget for the 2016-2017 Biennium
IT/GB-7/17/28	Draft Work Programme and Budget for the 2018-2019 Biennium
IT/GB-7/17/28 Add.1	Draft Work Programme and Budget for the 2018-19 Biennium: Donor-supported activities under the Special Fund for Agreed Purposes
IT/GB-7/17/28 Add.2	Proposed Indicative Scale of Contributions for 2018 and 2019
IT/GB-7/17/29	Selection and Appointment of the Secretary of the Governing Body
IT/GB-7/17/30	Procedures for the Appointment and Renewal of the Secretary of the Governing Body of the International Treaty
IT/GB-7/17/31	Co-chairs' Proposal from the Outcomes of the Meetings of the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System

Information Documents

IT/GB-7/17/Inf. 1	List of documents
IT/GB-7/17/Inf. 2	Note for participants
IT/GB-7/17/Inf. 3	Statement of Competence and Voting Rights Submitted by the European Union and its Member States
IT/GB-7/17/Inf. 4	Report on the Availability of Material in the Multilateral System
IT/GB-7/17/Inf. 5	Report on the Benefit-sharing Fund: 2016-2017
IT/GB-7/17/Inf. 6	Report of the First Meeting of the Scientific Advisory Committee
IT/GB-7/17/Inf. 7	Report of the Second Meeting of the Scientific Advisory Committee

IT/GB-7/17/Inf. 8	Report on the Toolbox on Sustainable Use of PGRFA
IT/GB-7/17/Inf. 9	Report of the Third Meeting of the Ad Hoc Technical Committee on Sustainable Use
IT/GB-7/17/Inf. 10	Proceedings of the Global Consultation on Farmers' Rights
IT/GB-7/17/Inf. 11	Results of the Online Consultation to Gather Views and Needs for the Implementation of Farmers' Rights
IT/GB-7/17/Inf. 12	Report of the Secretary of the Global Forum on Agriculture Research and Innovation on the Collaboration with the International Treaty
IT/GB-7/17/Inf. 13	Report of the Secretariat of the Convention on Biological Diversity on Cooperation with the International Treaty
IT/GB-7/17/Inf. 14	Proceedings of the Symposium on Possible Interrelations between the International Treaty on Plant Genetic Resources for Food and Agriculture and the International Convention for the Protection of New Varieties of Plants
IT/GB-7/17/Inf. 15	Elements of Advice for the Global Environment Facility in relation to the International Treaty on Plant Genetic Resources for Food and Agriculture
IT/GB-7/17/Inf. 16	Strategy Paper on the Programmatic Approach of the Platform for the Co-development and Transfer of Technologies, for the Biennium 2018/2019
IT/GB-7/17/Inf. 17	Monitoring the Implementation of the International Treaty and of the Second Global Plan of Action for Plant Genetic Resources for Food and Agriculture
IT/GB-7/17/Inf. 18	Report of the Independent Evaluation of the Second Project Cycle of the Benefit-sharing Fund
IT/GB-7/17/Inf. 19	Memorandum of Understanding between FAO and Bioversity International regarding the European Cooperative Programme for Plant Genetic Resources
IT/GB-7/17/Inf. 20	Supplementary Information for CGIAR Report: Plant Breeding Impacts, Non-monetary Benefit-sharing and contributions to Farmers' Rights
IT/GB-7/17/Inf. 21	Draft texts on intellectual property and genetic resources and traditional knowledge of the WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore (IGC)
IT/GB-7/17/Inf. 22	Voluntary Guidelines for National Level Conservation of Crop Wild Relatives and Wild Food Plants
IT/GB-7/17/Inf. 23	Report from the Secretariat of the Commission on Genetic Resources for Food and Agriculture

Other Documents

IT/GB-7/17/Circ. 1	Submission from Norway and Indonesia Containing the Co-Chairs proposal from the Global Consultation on Farmers' Rights
IT/GB-7/17/Circ. 2	Submission from the Governments of Bhutan and Zimbabwe containing the Sowing Diversity – Harvesting Security Programme Report

APPENDIX D
CONTRACTING PARTIES AND CONTRACTING STATES
AS OF 30 OCTOBER 2017

Afghanistan	Ethiopia
Albania	Fiji
Algeria	Finland
Angola	France
Antigua-and-Barbuda	Gabon
Argentina	Germany
Armenia	Ghana
Australia	Greece
Austria	Guatemala
Bangladesh	Guinea
Belgium	Guinea-Bissau
Benin	Guyana
Bhutan	Honduras
Bolivia (Plurinational State of)	Hungary
Brazil	Iceland
Bulgaria	India
Burkina Faso	Indonesia
Burundi	Iran, Islamic Republic
Cambodia	Iraq
Cameroon	Ireland
Canada	Italy
Central African Republic	Jamaica
Chad	Japan
Chile	Jordan
European Union (Member organization)	Kenya
Congo, Republic of	Kiribati
Cook Islands	Kyrgyzstan
Costa Rica	Kuwait
Côte d'Ivoire	Lao PDR
Croatia	Latvia
Cuba	Lebanon
Cyprus	Lesotho
Czech Republic	Liberia
Democratic People's Republic of Korea	Libya
Democratic Republic of the Congo	Lithuania
Denmark	Luxembourg
Djibouti	Madagascar
Ecuador	Malawi
Egypt	Malaysia
El Salvador	Maldives
Eritrea	Mali
Estonia	Malta

Marshall Islands	Saudi Arabia
Mauritania	Senegal
Mauritius	Serbia
Montenegro	Seychelles
Morocco	Sierra Leone
Myanmar	Slovenia
Namibia	Slovakia
Nepal	Spain
Netherlands	Sri Lanka Swaziland
Nicaragua	Sudan
Niger	Swaziland
Norway	Sweden
Oman	Switzerland
Pakistan	Syrian Arab Republic
Palau	Togo
Panama	Tonga
Papua New Guinea	Trinidad and Tobago
Paraguay	Tunisia
Peru	Turkey
Philippines	Tuvalu
Poland	Uganda
Portugal	United Arab Emirates
Qatar	United Kingdom
Republic of Korea	United Republic of Tanzania
Republic of Moldova	United States of America
Romania	Uruguay
Rwanda	Venezuela
Saint Lucia	Yemen
Samoa	Zambia
Sao Tome and Principe	Zimbabwe

APPENDIX E
OPENING CEREMONY STATEMENTS

**Opening Ceremony of the Seventh Session of the Governing Body of the International Treaty on
Plant Genetic Resources for Food and Agriculture**
Kigali (Rwanda), 30 October 2017

APPENDIX E.1

VIDEO ADDRESS BY DR. JOSÉ GRAZIANO DA SILVA, DIRECTOR-GENERAL OF FAO

Excellencies, Delegates, Ladies and Gentlemen,

I regret that I am unable to be in Kigali to join you in person for the Seventh Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture, but I am happy to be able to join you through video.

First of all, I would like to extend my sincere gratitude to H.E. Geraldine Mukeshimana and the Government of Rwanda for kindly hosting this important policy forum. We are honored and delighted that, for the first time, a nation in Sub-Saharan Africa is hosting the Governing Body of the International Treaty.

The International Treaty is one of the proud achievements of the FAO, bringing together Member Nations to work harmoniously to conserve and sustainably utilize our world's precious plant genetic resources.

The importance of world's agricultural biodiversity cannot be overstated. It is about food and livelihoods. In a few decades, our planet's food systems will need to feed an additional 2 billion people. Producing more -- and more nutritious -- food will be made all the more challenging as a result of climate change.

Plant genetic diversity increases options and provides insurance against future adverse conditions, such as extreme and variable environments. Our crop plants have been raised over millennia, through evolutionary forces and human selection, from their wild ancestors. The genetic diversity – the variation in the molecular building blocks that control expression of individual traits – is at the core of a crop's ability to continually undergo these changes. It helps us develop better, more resilient crops. So, agricultural biodiversity is critical for our world, now and for the future.

The treasure trove of plant genetic resources, which we have inherited from our forefathers and that forms the basis of life on earth, must continue to thrive and provide succor to future generations. It is our obligation to utilize these precious life-giving resources mindfully, and to ensure that we conserve this legacy for the future of our planet.

As FAO's flagship for crop bio-diversity, the International Treaty plays a critical role in conserving biodiversity and in supporting efforts to sustainably use the world's plant genetic resources. In doing so, it contributes directly to the 2030 Sustainable Development Agenda, particularly SDG 2 of ending hunger and promoting sustainable agriculture, and SDG 15 of halting the loss of crop biodiversity.

The United Nations Sustainable Development Agenda is an integral part of the work of the FAO and of the International Treaty. Sustainable development is key, not only in feeding our world today, but in ensuring food security in the future.

The International Treaty plays an important role and has the potential to make an even larger impact. The Seventh Session of the Governing Body is an opportunity for you to make some important decisions for the future direction and program of work for the International Treaty. I wish you wisdom and all the best as you deliberate on these issues in the coming days.

*APPENDIX E.2***STATEMENT BY MR RENÉ CASTRO-SALAZAR,
ASSISTANT DIRECTOR-GENERAL, FAO**

Dear Delegates,

As you start your deliberations, I want to reiterate the importance of your work here today.

Friends, climate change is impacting agriculture all around the world. Indeed, biodiversity is under threat by climate change. As we speak, we are losing biodiversity, and unless we address this issue now, it will be too late.

We will have more than 2 billion people to feed by the end of this century, and biodiversity is the key to feeding the world's growing populations.

The FAO and the International Treaty are prepared to support countries around the world conserve agricultural biodiversity and find sustainable solutions now and for the future.

This week, you will be deliberating on a number of crucial issues, including ways to enhance the main systems of the International Treaty that allow farmers and scientists to access the genetic material needed to adapt crops to the challenges created by climate change.

An integral part of this is finding ways to provide a stable financial base to allow the International Treaty to continue supporting the farmers of the world, for it is them who are the true traditional custodians of our agricultural biodiversity.

The International Treaty's Benefit-sharing Fund has positively impacted many people through 61 projects in 55 countries, to date. We must continue to support impactful projects such as these in developing countries. It is an integral part of sharing the benefits provided for under the Multilateral System. Therefore, it is necessary to find ways of continuing this vital support where it is most needed – in farmers' fields.

As you deliberate on these and other issues this week, we hope you will do so in the spirit of solidarity and a desire to arrive at mutually beneficial compromises in the spirit of the common good.

During this Session, you will also discuss, under the agenda item on the appointment of the Secretary of the International Treaty, the adoption of the long-term procedures for the selection, appointment and renewal of the Secretary. It is important to ensure the stability of the International Treaty through rules, mechanisms and procedure that help it to operate within the framework of FAO.

We, at FAO, are committed to supporting the work of the International Treaty as we move toward 2030 and achieving the goals of the Sustainable Development Agenda.

With that, it is my honor now to share with you a video message from FAO Director-General José Graziano da Silva.

Thank you.

APPENDIX E.3**STATEMENT BY MR KENT NNADOZIE,
SECRETARY A.I. OF THE GOVERNING BODY**

Your Excellency, Geraldine Mukeshimana, Minister of Agriculture and Animal Resources
Mr Rene Castro, Assistant Director-General, Department of Climate, Biodiversity, Land and Water,
FAO

Distinguished Delegates, Colleagues, Ladies and Gentlemen,

I would like to start by extending my sincere gratitude to Her Excellency, Geraldine Mukeshimana, and the Government of Rwanda for graciously hosting the Seventh Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture.

I would also like to thank the Republic of Rwanda for their commitment to conserving agricultural biodiversity and implementing the International Treaty. Just a few weeks ago, Rwanda hosted a very successful and well-attended Workshop for the Africa Region on the Implementation of the International Treaty. That Workshop served to underline the important role that plant genetic resources play in agriculture, and in combating climate change and ensuring future food security.

In fact, it was such global challenges that led to the establishment of The International Treaty almost 13 years ago. Today, it is my honor to report that the International Treaty has grown over these years and is enabling the exchange of plant genetic material around the world at an average rate of 1000 samples per day. This is no small feat, and has only been possible through the excellent cooperation and participation of all Contracting Parties.

Another important milestone that it is my pleasure to share with you is the successful deployment of the Global Information System, which is up and running. It will enhance the exchange of information contained in the Multilateral System and we hope will grow into a one-stop shop for all Contracting Parties and all PGRFA information systems around the world.

The challenge facing us now is to maintain this momentum and continue making meaningful contributions towards global food security and the achievement of the goals of the 2030 Agenda for Sustainable Development.

In order to do so, we look to this Governing Body to guide the International Treaty towards a more inclusive and stable path – by continuing to enhance the list of crops covered by Annex 1 and by providing a reliable base of financial resources to allow the International Treaty to function effectively and to remain a leader in the governance of agricultural biodiversity.

I am particularly delighted to be able to continue working with the excellent group of colleagues that make the Secretariat work so efficiently, despite limited resources. It is truly rare to find such a dedicated team who work tirelessly to fulfill their responsibilities and your expectations. They go above and beyond to do all they can to get the job done, as we shall see here this week. I look forward to continuing working with them.

The Secretariat of the International Treaty stands ready to follow your guidance. Thank you.

*APPENDIX E.4***STATEMENT BY MS MARJORY JEKE,
BENEFIT-SHARING FUND PROJECT**

Your Excellency the Minister of Agriculture of the Government of Rwanda
Chairperson of the Bureau of this 7th Governing Body meeting of the International Treaty
Secretary of the International Treaty
Heads of Government delegations
Distinguished Delegates, fellow farmers, Ladies and Gentlemen

Allow me to thank you for inviting me to represent my fellow farmers from Zimbabwe and deliver a short speech during this Opening Ceremony of the Seventh Governing Body Meeting of the IT.

My country Zimbabwe and indeed Africa is proud of the honour that has been bestowed upon our sister country Rwanda to host this 7th Governing Body Meeting.

The theme of the 7th Governing Body of “The 2030 Agenda for Sustainable Development and the role of PGRFA” is pertinent, appropriate and timely. It is relevant particularly now when we as farmers in developing countries are experiencing extreme weather events caused by climate change which is leading to extreme hunger and poverty.

The Benefit Sharing Fund project titled “Policies and practices that facilitate the implementation of Plant Genetic Resources conservation and use for food and nutrition security under changing climatic conditions” is being implemented in three districts each in Malawi, Zambia and Zimbabwe by CTDT and CEPA.⁵⁴

I would like to share my experiences and present the positive outcomes of the implementation of BSF project in Zimbabwe.

Since the project inception in January 2016, we have observed an increase in the number of crops grown at household level from an average of 3 to 5 as a result of the introduction of new crop varieties and advanced breeding lines from the Crop Breeding Institute of Zimbabwe and ICRISAT. I am one of the over 2000 smallholder farmers in the project sites who has participated in seed and food fairs where WE as farmers exchanged different seeds and knowledge. In a few instances we sold small quantities of seed to each other.

I have gained knowledge on what is happening to temperatures and rainfall in our villages. Temperatures are generally warmer now and on average we are receiving less rainfall compared to what was happening 35 years ago when I first came to my village as a young mother. We are informed that this is CLIMATE CHANGE.

Since two years ago, we as smallholder farmers are growing other cereal crops such as sorghum, pearl millet and finger millet besides maize.

We have been trained on how to conserve moisture by leaving mulch on our fields. These different strategies such conservation agriculture, growing of different short season varieties and will help us overcome the changing climatic conditions and stay above the climate change curve.

We conducted food fairs where we shared knowledge on how to prepare nutritious dishes from the diverse range of crops that we are now growing.

The Farmer Field School approach made it easy to implement the project activities. In the Farmer Field Schools we work with breeders from Crop Breeding Institutes, lecturers from universities and the gene bankers. Farmers are involved in Participatory Variety Selection Variety Enhancement. This has enabled

⁵⁴ Community Technology Development Trust in Zambia and Zimbabwe
Centre for Environmental Policy and Advocacy in Malawi

farmers to select varieties that are better suited to our farming environment.

Farmers in my district have opened a “satellite community seed bank”. Staff from the National Gene Bank of Zimbabwe trained us on seed banking. We jointly collected seeds and stored them in our satellite seed bank. Some of our seeds are now stored in the National Seed Bank. We have asked the National Gene Bank to bring back some of the seeds that have been lost from our communities. Since the Gene bank only gives us very small quantities, we have started multiplying these seeds and we hope to share it among ourselves as the project progresses. If the project gets more funding in the coming years we hope to construct a small seed bank as we have seen that farmers in other communities are benefiting from this practice.

Let me thank you for establishing the Benefit Sharing-Fund. With such financial support, small farmers like ourselves are now able to grow a diverse range of crops, learn about what educated professors from academic institutions are calling climate change,

My plea to you Mr Chairman is to make this fund bigger so that more people especially those living in countries like Zimbabwe will be assisted to keep the rich crop diversity in their hands. We have managed to look after these crops before you were all born but the increased marketing of uniform hybrids the majority of which are not suitable for the poor environments is threatening our crop diversity. We need your support in maintaining these crops for ourselves and for the rest of the world now and in future.

I thank you.

*APPENDIX E.5***STATEMENT BY MR JEAN-CHRISTOPHE GOUACHE,
PRESIDENT, INTERNATIONAL SEED FEDERATION**

Mr. Chairman,
Mr. Secretary General,
Distinguished Delegates,
Ladies and Gentlemen,

It is a great honor for me to address the Governing Body at today's opening session. You have before you an important decision to make on the next steps to enhance the access and benefit sharing provisions of the Treaty.

I stand before you today as ISF President, and as representative of a group of companies. We are ready to make a significant commitment to enhance the benefit sharing provisions of the MLS.

The seed sector has always recognized the importance of plant genetic resources: the role they play in plant breeding, and the contribution they make to sustainable agriculture and food security. In fact, providing access to all plant breeders has always been a priority we share.

The seed sector supports the Treaty and its MLS as the preferred tool to put in place fair and equitable benefit sharing that serves the many, and not the few.

Two voluntary contributions were made: one by the European Seed Association in 2014 and another by ISF in 2016.

In addition, ISF actively engaged in discussions and shared principles and practices to guide the development of a sound system.

As part of the ongoing dialogue to enhance the functioning of the MLS, seed company representatives (including myself) participated in an informal consultation organized by the Co-Chairs of the Ad Hoc Working Group.

The outcome was a Declaration of Commitment signed by 41 companies, which clearly demonstrates the seed sector's commitment to the Treaty.

I invite you to read the Declaration of Commitment which was sent to the Secretariat before the Governing Body meeting.

Before us lies a great opportunity to work together to enhance the functioning of the MLS. We must build now a multi-access benefit sharing system that makes sound business sense, and meets several legal and economic conditions.

These conditions need to be taken into account to build a SMTA that seed companies are willing to sign – one that respects their standard business practices. I am talking about a system that serves the many, and not the few.

While monetary benefit sharing is part of this, we shouldn't forget that non-monetary benefit-sharing represents a huge part of the seed sector's contribution.

The users of plant genetic resources are diverse; public and private research; small and big companies; developed and developing countries.

It would not serve the world, nor would it enable the broad use of genetic resources, if the new SMTA transformed the Treaty into an exclusive club of a few, happy subscribers. No! Indeed it wouldn't.

Thank you for this opportunity to share my views with the Governing Body. I wish you every success in your deliberations –especially in creating a MLS that serves the many and not the few.

Thank you.

*APPENDIX E.6***STATEMENT BY MR TIMOTHY FISCHER,
VICE-CHAIR, EXECUTIVE BOARD, GLOBAL CROP DIVERSITY TRUST**

Honorable Minister
Distinguished colleagues

It is my privilege and pleasure, as incoming chair of the Executive Board of the Global Crop Diversity Trust, to address you this morning on behalf of Mari Haga, our Executive Director, who unfortunately was unable to attend as originally planned.

You will recall that the Crop Trust was established in 2004 under international law as an independent international organization, and that it operates in accordance with the overall policy guidance provided by this Governing Body.

The Relationship Agreement between the Crop Trust and the Governing Body of the Treaty recognizes the Crop Trust “as an essential element of the Funding Strategy of the International Treaty in relation to ex situ conservation and availability of plant genetic resources for food and agriculture.”

The Crop Trust addresses major portions of the Treaty, including Articles 5 and 6, and much of Articles 7, 8, 14, 16, 17.

The Treaty’s Chair and Secretary are invited to participate in all Crop Trust Board meetings. We welcome the fact that the Crop Trust has correspondingly been invited to participate in the agenda item of Treaty Bureau meetings during which cooperation with the Crop Trust is discussed.

The Crop Trust has also been invited, and contributed, to the Treaty’s Ad Hoc Advisory Committee on the Funding Strategy, and to the Advisory Committee of the Treaty’s Global Information System. We have worked together on a Task Force on the status of the CATIE genebank.

This relationship is extremely important to us. We could not operate without it. The support we provide, from the endowment and through short-term projects, to international, regional and national genebanks around the world would not be possible without it.

If we are to meet Sustainable Development Goal 2 – if, that is we are to End hunger, achieve food security and improved nutrition, and promote sustainable agriculture – our relationship must continue to evolve and strengthen.

In particular, if we are to meet, as many of the Governments represented in this room have committed to doing, SDG Target 2.5, and by 2020 no less, our relationship must continue to evolve and to strengthen.

In the current challenging funding environment, with such a short time horizon, we must work together – on technical issues certainly, but also on fundraising and on communicating and raising awareness of our joint mission and successes.

As we prepare for the 10th anniversary of the Svalbard Global Seed Vault in February 2018, here is an opportunity to further highlight the work of both the Crop Trust, and the International Treaty.

Because though we are different organizations in many ways, we do share a common goal. That goal is to feed the world, forever.

All of us at the Crop Trust, both Board and staff, are committed to working with you to meet that goal.

Thanks.

*APPENDIX E.7***STATEMENT BY MS MARIE ANN TUTWILER,
DIRECTOR-GENERAL, BIOVERSITY INTERNATIONAL**

Good morning.

The relationship of the CGIAR and the International Treaty is extremely important. Today I want to reflect a little bit on that relationship, and focus in particular on how we can collectively work towards achieving the SDGs.

Perhaps the most obvious relationship between the Treaty and the CGIAR is reflected in the operation of the Multilateral System of Access and Benefit-sharing, where 93% of 4 million samples are transferred from CGIAR Centers. A slightly less well known fact is that we have received considerable materials at least 17,500 samples from providers in 53 countries.

These are very impressive numbers, one has to admit.

On the other hand, these numbers don't actually tell us very much. Most importantly they do not tell us anything about impacts on food security, improved livelihoods, economic development, and empowerment of rural men and women.

For that, one has to look deeper at the contexts in which materials are distributed around the world, and how they are being used, by whom, for what purposes. First, very importantly, about 85% of materials are distributed to public sector research organizations in developing countries and transitioning countries 20 to 25% of those materials are from the genebanks, mostly landraces, wild relatives. 75-80% are from the Centers' crop enhancement programmes, evaluation networks, international nurseries, and international research consortia.

We don't talk much about these programs at the meetings of the Governing Body which is odd, given the extremely important role they play in helping farmers in developing countries and farmers around the world respond to changing climates, depleted soils, pests and diseases, to improve the quality food they eat, and sell when they have surpluses.

Genetic resources do not contribute to food security sitting in cold storage rooms. They need to be used and improved and widely disseminated to have an impact. The crop enhancement programs of the CGIAR, with their deep roots in national programs all around the world, play a key role in sustainably using genetic diversity in service of many of the SDGs, including: Goal 2: Zero Hunger, Goal 3: Good Health and Well Being, Goal 13: Climate Action; Goal 15: Life on Land; Goal 17, Partnerships for the Goals.

To support a deeper consideration by the Governing Body about genetic resources contributions to the SDGs, our report to this meeting highlights Centers' crop, forage and tree improvement programs including the challenges each program is trying to address, and the geographic area of focus of the program.

The report is in Table 4 of Working Document 17/24 , details how many crop enhancement programs CGIAR Centers are involved in in your country or sub-region, focusing on different food security crops, and the challenges that are specific to those regions. In East Africa alone CCGIAR Centers are coordinating breeding programs for Maize, Sorghum, Finger Millet, pearl millet, common beans, cowpea, groundnut, chickpea, pigeon pea, lentil, faba bean, banana and plantain, cassava, yam, wheat rice, sweet potato, and potato.

Those of you in this room who are directly involved in national crop improvement programs know how deep the connections are between your programs and the CGIAR. Indeed, just yesterday we heard from Rwandan representatives that up to 70 of varieties grown in the country are selected from, or incorporate, improved materials from CGIAR breeding programs.

Of course, it is not only formal sector bred varieties that can contribute to food security and economic development. A number of Centers including Bioversity are involved in programs to get materials out of gene banks, and participatory evaluated by farmers, in farmers' fields, to select those that perform well under various stresses. We sometimes find that farmers' varieties reintroduced from gene banks perform as well or better as formally bred materials, particularly under circumstances where complementary inputs like fertilizer and irrigation are not possible.

We know that developing new materials is not enough in itself. They must get into farmers' fields. We have all heard stories about how the best materials – from the breeders' perspective – never leave the shelf. CGIAR Centers are constantly exploring new partnerships with national programs, farmer community organizations, NGOs, and the private sector to ensure materials are available to farmers through formal, informal and integrated seed systems.

My time is almost up. Let me close by saying that the CGIAR is committed to:

- supporting the process of revising the MLS and the SMTA,
- developing the GLIS,
- promoting farmers rights,
- dynamic forms of conservation through use,
- strengthening partnerships networks, and
- supporting the Governing Body in developing a programmatic approach to harnessing the conservation and sustainable use of genetic diversity and equitable benefit-sharing to reach the SDGs.

Thank you.

*APPENDIX E.8***STATEMENT BY H.E. GERALDINE MUKESHIMANA,****MINISTER OF AGRICULTURE AND ANIMAL RESOURCES, REPUBLIC OF RWANDA**

Mr. Castro-Salazar, Assistant Director-General of FAO

Mr. Tim Fischer, Vice-Chairperson of the Global Crop Diversity Trust (GCDDT)

Dr. Kent Nnadozie, Secretary a.i. of the International Treaty on Plant Genetic Resources for Food and Agriculture

Representatives of International Organizations

Distinguished Guests,

Ladies and Gentlemen,

The Government of Rwanda is greatly honoured to host one of the most important, global conventions in agriculture. On Behalf of the People and the government of Rwanda, it is my pleasure to welcome you all to the land of a thousand hills and to wish you a productive session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture.

The 7th Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) is organized at the time the world is facing unprecedented natural-resource constraints and conspicuous effects of climate change and weather variability. Long and intense droughts threaten crops, livestock and other plants of immediate importance to food security, wildlife and fresh water supplies.

Heavy rainfalls cause flooding in many regions destroying millions of hectares of crops. Changing ecosystems are threatening some plant and animal species to extinction.

The conservation and sustainable use of biodiversity is more than ever a common concern of all countries.

The global population is projected to grow to almost 10 billion of which 2.5 billion will be urban population by 2050. Most of these increases will be occurring in Africa and Asia and this means that agricultural output will need to more than double by 2050.

More productive, diversified agriculture and food systems are required to cope with the growing and changing consumer demands and all of these are taking place within unrelenting climate change, weather variability and natural resource constraints context.

Innovative and smarter production systems that protect and enhance the natural resource base, while increasing productivity are to be developed and implemented.

As you may know the Seventh Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture is organized under the theme: “The 2030 Agenda for Sustainable Development and the Role of Plant Genetic Resources for Food and Agriculture”. The 2030 Agenda for Sustainable Development has set out highly ambitious and transformational goals. The Sustainable Development Goals (SDGs), of ending hunger, extreme poverty and malnutrition entail implementing resilient agricultural practices that increase productivity and production.

The sustainable management of agricultural biodiversity contributes to the diversification of agricultural systems, and ensures the sustainability of agriculture and food systems while increasing economic growth, environmental protection and improving rural livelihoods.

The extent and path of agricultural development has enormous economic and social implications. Studies have shown that growth in the agriculture sector is two to four times more effective in raising incomes among the poorest compared to other sectors. It also has a multiplier effect to other sectors of the economy.

In Rwanda, agriculture accounts for a third of the GDP and employs nearly 70% of the population.

The sector meets 90% of the national food needs and generates more than 50% of the country's export revenues. Facing post genocide reconstruction challenges, Rwanda has realized significant achievements in improving agricultural productivity and poverty reduction. Rwanda's remarkable progress is bolstered on the Visionary leadership of His Excellency President Paul Kagame and the articulated policy guidelines and strategies which strive to exit the nation out of poverty and graduate to middle income status by 2020. Rwanda's Vision 2020 recognizes the need to mitigate threats to the environment that take the form of depletion of biodiversity and degradation of ecosystems, and stipulates the country's commitment to put in place strategies to mitigate the impact of climate change by focusing on developing eco-friendly policies and strategies in all sectors of the economy and by promoting green growth.

Articles 5, 6 and 7 of the International Treaty call upon Contracting Parties to promote an integrated approach to the exploration, conservation and sustainable use of Plant Genetic Resources for Food and Agriculture (PGRFA), develop and maintain appropriate policy and legal measures that promote their sustainable use and integrate them into its agriculture and rural development policies and programmes. Rwanda has established laws, policies and strategies that promote the conservation and sustainable use of plant genetic resources for food and agriculture. The law governing plant varieties and seeds ensures increase of genetic diversity of crops through plant breeding, and the current top priority of Rwanda's agriculture research system is to increase genetic diversity of our crops through both enhanced international exchange of germplasm and breeding new crops. Rwanda's agriculture research has developed and released over 90 high yielding, disease and pest resistant crop varieties including beans, potatoes, maize, wheat and rice, some of which have been widely disseminated beyond Rwanda.

Increased international collaboration, especially with Centers of the Consultative Group on International Agricultural Research (CGIAR), is playing a prominent role in increasing genetic diversity of our crops to build sustainable food systems.

I am happy to inform you that the Government of Rwanda, together with development partners, recently established a gene bank to conserve all genetic resources in the country. This facility, which is now operational, has a potential to serve other neighbouring countries and partners. This is fully aligned with the Treaty's open access policy for plant genetic resources, which is meant to encourage countries to establish laws on the conservation and sustainable use of plant genetic materials, promote exchange of materials and assure the rights of both farmers and plant breeders. The Government of Rwanda as it is for the Treaty Countries Contracting Parties, has placed very high expectations in this Seventh Session to advance food security and nutritional health through, among others, delivering direct benefits for farmers and indigenous communities participating in the conservations of seeds that produce our food.

Rwanda is a party to legally binding international treaties and protocols for conservation and sustainable use of genetic resources. These include the Convention on Biological Diversity (CBD) by ratification since 1996, the Nagoya protocol to CBD on access and benefit sharing of genetic resources by ratification since 2014, the Cartagena protocol to Convention Biological Diversity by ratification since 2004 and the International Treaty on Plant Genetic Resources for Food and Agriculture by ratification since January 2010.

Hosting of the 7th Session of the Governing Body of ITPGRFA is a reaffirmation of our country's commitment to the conservation and sustainable use biodiversity. I noted with pleasure that this 7th Governing Body will discuss among others the possibility of expanding and enhancing the basket of crops exchanged through the Treaty's Multilateral System. The International Treaty recognizes that contracting parties that commercialize and profit from products of plant genetic materials under the agreement should share their profits by giving a percentage of the profits to a common fund that provides financial and technical support to farmers and local communities, especially in developing nations. However, the implementation of this benefit sharing agreement seems to be facing challenges. It is my humble request to the esteemed delegates of the seventh session of the Governing Body of the ITPGRFA convening in Kigali to come up with a clear mechanism acceptable by all parties for sharing the benefits from the commercial utilization of genetic resources for food and agriculture.

I, specifically, would like to think that it is of paramount importance to safeguard farmers' rights as stipulated in the Treaty, especially the "right to equitably participate in benefits arising from the utilization of plant genetic resources for food and agriculture". We look forward to recommendations of the 7th Session.

I would like to express our gratitude to FAO and the Secretariat of ITPGRFA for having supported Rwanda to host of the 7th Governing Body.

I wish you very fruitful deliberations and I am pleased to declare this the 7th Session of the Governing Body of ITPGRFA officially opened

APPENDIX F
CLOSING STATEMENTS

**Closing Statements of the Seventh Session of the Governing Body of the International Treaty on
Plant Genetic Resources for Food and Agriculture**

Kigali (Rwanda), 3 November 2017

APPENDIX F.1

**STATEMENT BY MR MARK CYUBAHIRO BAGABE, DIRECTOR-GENERAL, RWANDA
AGRICULTURAL BOARD**

Chairperson of the Governing Body

Representative FAO Rome

The Secretary of the International Treaty on Plant Genetic Resources for Food and Agriculture, Mr. Kent Nnadozie

Representative FAO Rwanda

Representatives of International Organizations

Distinguished Guests, Ladies and Gentlemen

I am greatly honoured to officiate at this closing ceremony of this 7th Session of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA).

At the heart of ITPGRFA is the conservation and sustainable use of Plant and Genetic Resources for Food and Agriculture, as well as fair and equitable sharing of benefits arising from their use.

In her opening remarks The Honorable Minister of Agriculture and Animal Resources, Republic of Rwanda, mentioned that hosting the 7th Session of the Governing Body of ITPGRFA is a reaffirmation of our commitment to the conservation and sustainable use biodiversity. She noted, however, that the Treaty was facing challenges, and hence, appealed to you, delegates, to build consensus on clear mechanisms and resolutions to address these challenges;

This 7th Session of the Governing Body has examined, among others:

- The possibility of the expansion of the scope of crop species contained in Annex I of the Treaty;
- Possibilities of enhancing the functioning of the multilateral system for access and benefit sharing;
- Matters regarding the “dematerialization” and digital sequencing information (DSI) that impacts the Treaty, and
- Safeguarding of farmers rights to equitable benefits from use of plant genetic resources.

I am informed that delegates engaged in passionate deliberations, and in a cordial spirit; as a result of which, you have adopted decisions for the furtherance of the Treaty, decisions that will form the basis both for the inter-sessional work and deliberations for the 8th Session of the Governing Body;

We are pleased to note that a Work Program for Digital Sequencing Information (DSI), a priority for Africa, has been initiated.

We also look forward to the implementation of decisions on farmers’ rights.

Furthermore, I note that you reached an understanding on the road map to address the enhancing of the functioning for the Multilateral System for Access and Benefit Sharing, whereby the expansion of Annex I and benefit sharing shall be addressed.

Distinguished Guests, Ladies and Gentlemen,

In closing, we would once again like to express our warmest gratitude to the FAO and the Secretariat of ITPGRFA for having supported Rwanda to host this 7th Session of the Governing Body.

The Government of Rwanda also commends the delegates and the Secretariat for working long hours to finalize all items on GB7 agenda.

The Government of Rwanda also thanks our brothers in the African region for giving us the honor to serve the region in the capacity of Vice Chair Africa Region for GB8.

We invite delegates who may wish to sightsee this land of a thousand hills; endowed with a pleasant ecosystem and broad genetic diversity, volcanic mountains with gorillas, diverse cultural sites, national parks to mention a few.

For those who are returning home right after this meeting we wish you a safe travel back and we look forward to seeing you at GB8.

It is my great honour to declare the 7th Session of the Governing Body of ITPGRFA officially closed.

I thank you all.

APPENDIX F.2**STATEMENT BY CIVIL SOCIETY ORGANIZATIONS**

Thank You Chair

I am Maria Josefa, a peasant farmer from CUC, Guatemala speaking on behalf of the organisations of farmers who conserve and dynamically manage PGRFA as well as about two dozen CSOs who are present at this seventh session of the Governing Body, in the beautiful city of Kigali – we thank our hosts for their hospitality. The farmers, whose presence here has been facilitated by the IPC for Food Sovereignty and Via Campesina, come from 12 countries and from all regions of the world.

Introduction

We welcome this opportunity to make a joint concluding statement and we would like to thank you, Chair, and the Secretariat, for facilitating our involvement. We have engaged actively with the GB in order to help you make progress towards realising the goals of the Treaty, especially the international recognition and full implementation of Farmers' Rights.

Farmers' Rights

We celebrate the following results of the negotiations on Farmers' Rights:

- The establishment of an Ad Hoc Technical Expert Group, which should be working on developing guidance for Contracting Parties on the implementation of Farmers' Rights.
- The inclusion of farmers' organisations in this Group.

We thank the majority of the Contracting Parties who supported our rights in negotiations and made possible this step forward.

We express our great desire that the appointment of 'experts' does not lead to control of the Ad Hoc Technical Expert Group by the seed industry. As rights holders, we propose that the International Planning Committee for Food Sovereignty should facilitate the participation of the representatives of farmers' organisations, based on the rules of FAO's partnership with civil society. We further request that this Ad Hoc group proposes mechanisms to ensure effective enforcement of Farmers' Rights. It should submit a report to GB8 and a finalised proposal to the following meeting - GB9. It's time that all our governments reaffirm their commitment to human rights and to Farmers' Rights, in order to strengthen their role and governance.

Multilateral System of Access and Benefit-sharing

We note that the work started four years ago on reforming the Multilateral System, has not been concluded. Industry can thus continue to avoid or circumvent its obligations to equitably share monetary benefits, arising from the use of PGRFA, with the peasant and indigenous communities that have bred and conserved them. We remind you that first and foremost, equitable benefit-sharing implies upholding the inalienable rights of peasants to conserve, use, exchange and sell their seeds, in the same way that the industry has always used the seeds collected from peasants' fields, without restrictions and free of charge. There have been no payments made, to date. Estimates of the value of the PGRFA used by industry are upwards of USD \$270 million per year at today's prices. We regret that governments are offloading their responsibilities to pay for the implementation of the Treaty to a private sector that won't pay. Rich countries must now stop exempting patent-holding seed companies from their obligation to fund the conservation of the PGRFA that generate their monetary benefits. Such PGRFA are found in public seed banks and in peasant fields, especially in developing countries. Until real benefits flow, there should be no consideration of the expansion of list of crops in Annex 1.

Digital Sequence Information

Our peasant and civil society organisations welcome that the Governing Body has finally become sufficiently alarmed about the risks posed by the dematerialisation of genetic sequences, including traits of in-trust materials. These are being patented, including by the CGIAR Centers. The consensus reached

on the urgent need to examine their impact on the Treaty is a step in the right direction. Despite blocking efforts by certain countries, consideration of DSI as a substantive agenda item should lead to the treatment of sequences and materials as equivalent under the Treaty. We hope that the Treaty can act urgently before more patents on native traits fall under the control of an ever smaller number of multinational seed companies that would privatise all PGRFA essential for food security, and thus control the entire food chain.

Chair, like all Contracting Parties, we recognise that biodiversity-enhancing farmers domesticated all the PGRFA that currently feeds the world and which, managed dynamically on-farm, will be able to adapt to Climate Change and other threats, securing food for future generations. You therefore must uphold our inalienable Farmers' Rights and remove any threats to these rights. This is why the Treaty exists and why we continue to support it at all levels. We congratulate and look forward to working with the new Secretary, Kent Nnadozie, especially in the intersessional activities on Farmers' Rights.

We request that the full text of our closing statement be added to the record of this meeting.

Thank you