

2006年5月



## 暂定议程草案议题 17

### 粮食和农业植物遗传资源国际条约

#### 管理机构第一届会议

2006年6月12-16日，西班牙马德里

### 与其他国际组织合作的状况报告

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为了节约起见，本文件印数有限。敬请各位代表及观察员携带文件与会，如无绝对必要，望勿索取。粮农组织大多数会议文件可从因特网 <http://www.fao.org/ag/cgrfa/gb1.htm> 网站获取。



## 与其他国际组织合作的状况报告

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### I. 引言

1. 临时委员会第二次会议决定了管理机构第一届会议议程草案，议程草案包括关于与其他国际组织合作的状况报告<sup>1</sup>。
2. 本文件审议了《条约》中直接或间接要求管理机构与其他国际组织合作的条款以及可能涉及的合作类型。本文件查明了国际上正在进行的与《条约》及其获取和利益分享多边系统直接相关的活动，以便管理机构可以考虑其关于这方面的立场。本文件报告了粮农组织与《生物多样性公约》之间、粮农组织与世界知识产权组织之间最近的协定，管理机构在与这些组织开展合作时不妨考虑到这些协定。
3. 《条约》在第 15 条中承认，  
*国际农业研究磋商小组各农业研究中心受托持有的粮食和农业植物遗传资源非原生境收集品对本《条约》的重要性。*
4. 国际农研中心将与管理机构协商，在支持实施《条约》方面发挥重要作用。*管理机构与国际农业研究磋商小组各国际农业研究中心和其他有关国际机构之间的协定草案*<sup>2</sup>这一文件讨论了与国际农研磋商小组各国际农研中心的关系，请这些国际农研中心签署与管理机构的协定并将其非原生境收集品纳入《条约》。因此本文件对它们不予考虑。
5. 本文件涉及政府间组织。管理机构还不妨考虑与国际非政府组织的关系。关于临时秘书处为促进供资战略而与相关机构联系的报告<sup>3</sup>和临时秘书处所开展的活动报告<sup>4</sup>这两份文件，说明了在临时委员会工作过程中与这些组织的联系情况。

### II. 《条约》要求的合作

6. 《条约》直接要求管理机构与各国际组织之间开展合作。这在第 19.3 条 g 项中得到反映。g 项规定管理机构的职能之一是：

*就本《条约》涉及的事宜，包括参与供资战略，与其他有关国际组织及条约机构，尤其是与《生物多样性公约》缔约方大会建立并保持合作。*

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<sup>1</sup> CGRFA/MIC-2/04/REP, 粮食和农业遗传资源委员会代理粮食和农业植物遗传资源国际条约临时委员会第二次会议报告, 第 26 段。

<sup>2</sup> 文件 IT/GB-1/06/9。

<sup>3</sup> 文件 IT/GB-1/06/Inf.9。

<sup>4</sup> 文件 IT/GB-1/06/Inf.3。

7. 这在关于管理机构秘书职能的第 20.5 条中得到反映：

*为实现本《条约》的宗旨，秘书应与其他组织和条约机构，尤其是《生物多样性公约》秘书处进行合作。*

8. 此类合作的需要可按以下标题分类：

- 与《生物多样性》合作；
- 关于供资战略方面与其他组织合作。

### **与《生物多样性公约》合作**

9. 在整个《条约》谈判过程中，《生物多样性公约》缔约方大会支持该项活动，

*“认识到《粮食和农业植物遗传资源国际条约》将与《生物多样性公约》协调一致，在保存和可持续利用农业生物多样性的这一重要成分、促进获取粮食和农业植物遗传资源、公平合理地分享因利用这些资源而产生的利益方面发挥重要作用”<sup>5</sup>。*

10. 因此，《条约》的宗旨与《生物多样性公约》相一致。《条约》第 1.1 条规定其宗旨“*将通过本《条约》与粮农组织和《生物多样性公约》的密切联系而得以实现*”。在第 19.3 条中，特别规定《条约》管理机构与《生物多样性公约》缔约方大会开展合作。管理机构应：

- (l) *注意到《生物多样性公约》缔约方大会和其他有关国际组织及条约机构的有关决定；*
- (m) *酌情将有关实施本《条约》的事项通知《生物多样性公约》缔约方大会和其他有关国际组织及条约机构；*

11. 最后，17.1 条规定，“*在建立全球信息系统时，将寻求与《生物多样性公约》的交流机制合作*”。

12. 粮农组织与其粮食和农业遗传资源委员会及《生物多样性公约》之间还正在开展关于政策和技术方面的大量合作，*管理机构与粮食和农业遗传资源委员会之间的关系*<sup>6</sup>这一文件对此作了说明。

13. 关于《生物多样性公约》，主要重点是获取和利益分享特设开放性工作组的工作，该工作组负责制定和谈判关于获取和利益分享的国际措施。《生物多样性公

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<sup>5</sup> 第 VI/6 号决定。

<sup>6</sup> IT/GB-2/06/15 号文件。

约》缔约方大会第八届会议（2006年3月20-31日，巴西库里提巴）作出了与管理机构和《条约》相关的一系列决定。本文件**附录 1**摘录了这些决定<sup>7</sup>（没有摘录泛泛提及粮农组织之处）。为了便于参考，直接涉及管理机构以及管理机构不妨在本届会议上作出反应的那些决定的成分得到强调。这些决定成分为：

- VIII/4. **获取和利益分享**，第 3 段和第 8 段。
- VIII/16. **与其他公约和国际组织及举措的合作**，第 15 段。
- VIII/23. **农业生物多样性**
  - A. 关于粮食和营养的生物多样性的跨部门举措，第 10 段。
  - C. 基因利用限制技术，第 3 段。

14. 在 2005 年 5 月，粮农组织与《生物多样性公约》秘书处签署了一项合作备忘录（见本文件**附录 2**），该项备忘录为发展和加强这两个机构之间的合作提供一个框架。提请管理机构注意序言第 3 段，该段说明了粮农组织在为以下各项提供一个框架方面的作用：包括《条约》在内的有约束力的国际法律协定（按照粮农组织章程第 XIV 条），包括**粮食和农业植物遗传资源保存和可持续利用全球行动计划**在内的一系列国际上商定的政策文书和手段。

### **关于供资战略方面与其他组织的合作**

15. 《条约》的供资战略<sup>8</sup>预见到利用由其直接控制的资源 and 不受其直接控制的资源而开展的各种活动。特别是，依照第 18.4 条 a 项：

**各缔约方应在有关国际机制、基金和机构的管理机构内采取必要的适当措施，确保对实施本《条约》的各项计划的可预计协议资金的有效分配得到应有重视和关注。**

16. 因此，管理机构议事规则和财务规则、履约和供资战略开放性工作组（2005 年 12 月 14-17 日，罗马）请临时秘书处“**为促进供资战略而与有关组织建立联系，并邀请这些组织参加管理机构第一届会议**”。临时秘书处**为促进供资战略而与有关组织进行联系的报告**<sup>9</sup>这一文件向管理机构提供了关于这些联系的情况<sup>10</sup>。

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<sup>7</sup> 在编写本文件时，仅可从因特网站 <http://www.biodiv.org/doc/meetings/cop/cop-08/cop-08-decision-advance-en.pdf> 获取缔约方大会通过的决定的“初步版本 - 需最后编辑和批准”。因此，在线文本仅有英文，在本文件所有语言版本的**附录 1**中提供英文文本。

<sup>8</sup> IT/GB-1/06/5 号文件，**国际条约的供资战略草案**。

<sup>9</sup> IT/GB-1/06/Inf.9 号文件。

<sup>10</sup> 并参见背景研究文件第 29 号，**关于供资和援助类型及其职责同粮食和农业植物遗传资源国际条约的供资战略相关的机构的报告**。

### III . 其他国际论坛正在进行的相关活动

17. 在整个临时委员会期间，对于同《条约》直接相关的有关遗传资源获取和利益分享的事项进行了重大的国际性讨论，特别是在以下三个论坛：《生物多样性公约》及其附属机构；世界知识产权组织及其知识产权和基因资源、传统知识和民间文化政府间委员会；世界贸易组织与贸易有关的知识产权委员会。临时秘书处参加了这些组织的大量会议，并酌情提供有关《条约》条款和临时委员会工作的信息。

18. *临时秘书处所开展的活动报告*<sup>11</sup>这一文件介绍了在临时委员会期间临时秘书处、《生物多样性公约》及其各个机构、世界知识产权组织及其知识产权和基因资源、传统知识和民间文化政府间委员会之间同《条约》直接相关的许多互动情况。

#### ***世界知识产权组织及其知识产权和基因资源、 传统知识和民间文化政府间委员会***

19. 关于世界知识产权组织，主要重点是其知识产权和基因资源、传统知识和民间文化政府间委员会的工作。关于这方面，更加广泛地就世界知识产权组织和世贸组织而言，正在讨论同《条约》直接相关的各种事项，包括遗传资源原产地/法定原产地证书在授权专利方面的可能作用。临时秘书处在这个论坛注意到，如果商定这样一个手段，《条约》的获取和利益分享多边系统所提供的材料应宣布其产地为多边系统，《标准材料转让协定》发挥这种证书的作用。

20. 管理机构还可能注意到，联合国粮食及农业组织与世界知识产权组织之间的一项协定已得到批准，很快将签署<sup>12</sup>。该项协定特别要求在同《条约》相关的一些事项方面开展合作，包括农民的权利和传统知识；农业生物技术；粮食和农业遗传资源；粮食和农业领域技术的获取和转让。该项协定还要求酌情就同这两个机构主办的国际机制，包括《粮食和农业植物遗传资源国际条约》，相关的问题酌情开展技术合作。管理机构不妨在本届会议或随后的一届会议上审议是否希望与世界知识产权组织开展合作的问题。

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<sup>11</sup> IT/GB-1/06/Inf.3 号文件。

<sup>12</sup> 这可以从因特网站 <ftp://ftp.fao.org/unfao/bodies/conf/c2005/J6675E.doc> 的 C 2005/LIM/6 号文件中获取。

**RELEVANT MENTIONS OF THE TREATY IN THE DECISIONS OF THE EIGHTH CONFERENCE OF THE PARTIES TO THE CBD, CURITIBA, BRAZIL (20 - 31 MARCH 2006)**

More general mentions of FAO are not excerpted.

**Direct requests to the Governing Body are underlined.**

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***Decision VIII/1, Island Biodiversity***

*The Conference of the Parties*

1. *Adopts* the programme of work on island biodiversity annexed to the present decision, as a set of actions addressing characteristics and problems that are specific to islands; [...]

**Annex: PROGRAMME OF WORK ON ISLAND BIODIVERSITY [...]**

**GOAL 4: ACCESS AND BENEFIT-SHARING OF ISLAND GENETIC RESOURCES**

All access to genetic resources from islands is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture and other applicable agreements (target 10.1 of the 2010 framework)

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***VIII/2. Biological diversity of dry and sub-humid lands***

*The Conference of the Parties, [...]*

12. *Adopts* the goals and targets for the programme of work on the biological diversity of dry and sub-humid lands contained in the annex to this decision.

**Annex: PROVISIONAL GOALS AND TARGETS FOR THE PROGRAMME OF WORK ON BIOLOGICAL DIVERSITY OF DRY AND SUB-HUMID LANDS**

All access to genetic resources derived from dry and sub-humid lands is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture.

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***VIII/4. Access and benefit-sharing***

*The Conference of the Parties, [...]*

*Recalling* its decision VII/19, on access and benefit-sharing, [...]

***A. International regime on access and benefit-sharing [...]***

2. *Decides* to transmit the annex to the present decision to the fifth meeting of the Ad Hoc Open-ended Working Group on Access and Benefit-sharing for the purposes of continuing to elaborate and negotiate the international regime in accordance with decision VII/19 D, as well as, *inter alia*, the following inputs for the elaboration and negotiation of an international regime:

- (a) The outcomes of the group of technical experts on the certificate of origin/source/legal provenance;
- (b) A progress report on the gap analysis, and the matrix, and;
- (c) Other inputs submitted by Parties relating to access and benefit-sharing.

The annex reflects the range of views held by Parties at the fourth meeting of the Ad Hoc Open-ended Working Group on Access and Benefit-sharing; [...]

3. *Invites Parties, Governments, indigenous and local communities, international organizations and all relevant stakeholders to provide information regarding the inputs on an analysis of existing legal and other instruments at national, regional and international levels relating to access and benefit-sharing to the Secretariat of the Convention four months prior to the fifth meeting of the Working Group on Access and Benefit-sharing;* [...]

6. *Requests* the Ad Hoc Open-ended Working Group on Access and Benefit-sharing to continue the elaboration and negotiation of the international regime in accordance with its terms of reference in decision VII/19D and *instructs* the Ad Hoc Open-ended Working Group to complete its work at the earliest possible time before the tenth meeting of the Conference of the Parties; [...]

8. *Invites Parties, Governments, indigenous and local communities, international organisations and all relevant stakeholders to submit to the Secretariat further information relevant to the gap analysis;*

9. *Requests* the Executive Secretary to prepare, for the fifth meeting of the Working Group on Access and Benefit-sharing, the final version of the gap analysis referred to in decision VII/19 D, annex, paragraph (a) (i), bearing in mind that this work will proceed in parallel and not hold up the work relating to the elaboration and negotiation of the international regime; [...]

*Annex [...]*

***Scope [...]***

3. [The international regime will not apply to the plant genetic resources [of those plant species] that are considered by [under annex 1 of] the International Treaty on Plant Genetic Resources for Food and Agriculture [or by the Commission on Genetic Resources for Food and Agriculture], [when those resources are used for the purposes of that Treaty].



4. [The international regime is without prejudice to the FAO International Treaty on Plant Genetic Resources for Food and Agriculture and will take into account the work of the WIPO/IGC on the intellectual property aspects of *sui generis* systems for the protection of traditional knowledge and folklore against misappropriation and misuse].

\* \* \*

***VIII/15. Framework for monitoring implementation of the achievement of the 2010 target and integration of targets into the thematic programmes of work***

*The Conference of the Parties* [...]

9. *Endorses* the goals and global outcome-oriented targets integrated into the programmes of work on the biodiversity of dry and sub-humid lands, marine and coastal biodiversity, biodiversity of inland water ecosystems, mountain biological diversity and island biodiversity, and into the expanded programme of work on forest biological diversity, as contained in annex IV to the present decision, noting the relationship between these targets and those of the Johannesburg Plan of Implementation of the World Summit on Sustainable Development, the Millennium Development Goals, and the joint work programme on dry and sub-humid lands between the Convention on Biological Diversity and the United Nations Convention to Combat Desertification; [...]

***Annex IV: APPLICATION OF THE PROVISIONAL FRAMEWORK OF GOALS AND TARGETS FOR 2010 TO THE THEMATIC PROGRAMMES OF WORK OF THE CONVENTION*** [...]

*Goal 10. Ensure the fair and equitable sharing of benefits arising out of the use of genetic resources*

**Target 10.1: All access to genetic resources is in line with the Convention on Biological Diversity and its relevant provisions**

- All access to genetic resources derived from forest biological diversity is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture.
- All access to genetic resources derived from mountain ecosystems is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture.
- All access to genetic resources derived from dry and sub-humid lands is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture.
- All access to genetic resources from islands is in line with the Convention on Biological Diversity and its relevant provisions and, as appropriate and wherever

possible, with the International Treaty on Plant Genetic Resources for Food and Agriculture and other applicable agreements.

\* \* \*

***VIII/16. Cooperation with other conventions and international organizations and initiatives***

*The Conference of the Parties* [...]

9. *Welcomes* ongoing cooperation with the Food and Agriculture Organization of the United Nations, particularly the Commission on Genetic Resources for Food and Agriculture, the International Treaty on Plant Genetic Resources for Food and Agriculture, the International Plant Protection Convention, as well as other FAO processes, on issues related to agriculture, fisheries, forests and other matters; [...]

15. *Invites* the secretariat of the International Treaty on Plant Genetic Resources for Food and Agriculture to join the liaison group of the biodiversity-related conventions;

\* \* \*

***VIII/23. Agricultural biodiversity*** [...]

***A. Cross-cutting initiative on biodiversity for food and nutrition*** [...]

3. *Adopts* the framework for a cross-cutting initiative on biodiversity for food and nutrition, as contained in the annex to the present decision, which builds upon existing national activities; [...]

10. *Invites* the governing body of the International Treaty on Plant Genetic Resources for Food and Agriculture to take note, at its first meeting, of the cross-cutting initiative and to collaborate in its implementation; [...]

***C. Genetic use restriction technologies*** [...]

2. *Encourages* Parties, other Governments, relevant organizations, and interested stakeholders to:

(a) Respect traditional knowledge and Farmers' Rights to the preservation of seeds under traditional cultivation;

(b) Continue to undertake further research, within the mandate of decision V/5 section III, on the impacts of genetic use restriction technologies, including their ecological, social, economic and cultural impacts, particularly on indigenous and local communities; and

(c) Continue to disseminate the results of studies on the potential environmental (e.g., risk assessment), socio-economic and cultural impacts of genetic use restriction technologies on smallholder farmers, indigenous and local communities, and make these studies available in a transparent manner through, *inter alia*, the clearing-house mechanism;

3. Invites the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture to examine, within the context of its work, priorities and available resources, the potential impacts of genetic use restriction technologies with special consideration to the impacts on indigenous and local communities and associated traditional knowledge, smallholder farmers and breeders and Farmers' Rights.



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**MEMORANDUM OF COOPERATION****BETWEEN****THE FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS (FAO)****AND****THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY**

This Memorandum of Cooperation is entered into between the **Food and Agriculture Organization of the United Nations**, hereinafter referred to as “FAO”, of the one part; and the **Secretariat of the Convention on Biological Diversity**, hereinafter referred to as “the CBD Secretariat” of the other part.

**PREAMBLE**

*Whereas* the constitutional mandate of FAO is to collect, analyse, interpret and disseminate information relating to nutrition, food and agriculture, to promote and, where appropriate, recommend national and international action with respect to various aspects of nutrition, food and agriculture, and to furnish such technical assistance as Governments may request;

*Whereas* the Convention on Biological Diversity is a binding international agreement, the objectives of which are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources, including by appropriate access to genetic resources and by appropriate transfer of relevant technologies, taking into account all rights over those resources and to technologies, and by appropriate funding;

*Recognizing* that FAO provides a framework within which a number of binding international legal agreements have been adopted in the field of nutrition, food and agriculture, including: the International Treaty on Plant Genetic Resources for Food and Agriculture and the International Plant Protection Convention, as well as a number of internationally agreed policy instruments and processes in all fields of food, agriculture, forestry and fisheries, including the Global Plan of Action for the Conservation and Sustainable Utilization of Plant Genetic Resources for Food and Agriculture, the Global Strategy for the Management of Farm Animal Genetic Resources, the Code of Conduct for Germplasm Collecting and Transfer and the Code of Conduct on Responsible Fisheries;

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**Recognizing** that the CBD provides a framework for the adoption of protocols, which include the Cartagena Protocol on Biosafety, and for the adoption of a number of thematic work programmes addressing specific aspects of biological diversity, including, the programmes of work on forest biological diversity; inland water biological diversity; agricultural biological diversity; marine and coastal biological diversity; biodiversity of dry and sub-humid lands; island biodiversity; as well as on protected areas, technology transfer and incentive measures, and guidelines, guiding principles and other normative tools and guidance;

**Recognizing** that the FAO Commission on Genetic Resources for Food and Agriculture is the international forum where Governments specifically address all components of biological diversity of relevance to food and agriculture, including their conservation and sustainable use and the fair and equitable sharing of benefits derived from their utilization; negotiate and oversee the development of international agreements, undertakings, codes of conduct or instruments relating to genetic resources of relevance to food and agriculture; and facilitate and oversee cooperation between FAO and other international governmental and non-governmental bodies dealing with the conservation and sustainable use of genetic resources, in particular with the Conference of the Parties to the CBD;

**Recognizing** that FAO is the Task Manager of Agenda 21 Chapters 10, Integrated approach to planning and management of land resources; 11, Combating deforestation; 13, Managing fragile ecosystems; sustainable mountain development; 14, Sustainable agriculture and rural development; and that it plays a leadership role in other international agreements, initiatives and processes, such as the Collaborative Partnership on Forests;

**Recognizing** that the CBD is the key international instrument for the conservation and sustainable use of biological diversity and the fair and equitable sharing of benefits arising from the use of genetic resources;

**Whereas** as the Conference of FAO and the Conference of Parties of the CBD have recognized the importance of cooperation between FAO and the CBD, and have called for the development of mutually supportive activities;

**Noting** that FAO and the CBD Secretariat have successfully cooperated in a joint programme of work on agricultural biological diversity under the Memorandum of Cooperation agreed on 1 September 1997;

**Aware** of the need to provide an effective framework which takes into account the increasing volume and importance of the work of both FAO and the CBD on biological diversity, as it relates to their respective mandates, and the various aspects of the cooperation between FAO and the CBD, and desiring to ensure harmony and synergy in the work of the two secretariats, to better serve their respective Members;

**Resolved** to act in close cooperation, on matters of mutual interest, with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives, mandates and functions, as described below;

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*Now therefore*, FAO and the CBD Secretariat, hereinafter jointly referred to as the Parties, have decided to replace the above mentioned memorandum of cooperation and agreed as follows:

#### **ARTICLE I**

##### **Purpose**

The purpose of this revised Memorandum of Cooperation is to establish a framework for cooperation between FAO and the CBD in the area of biological diversity of relevance to food and agriculture, with a view to promoting synergy between the Parties, ensuring complementarity and mutual support in their work, and better serving the Members of FAO and the Contracting Parties to the CBD.

#### **ARTICLE II**

##### **Representation**

Each Party shall invite the other Party to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other Party are considered, and in which it has indicated that it has an interest. Representatives of the Party so invited shall be afforded full opportunity to present its views on matters within the scope of its activities and mandate.

#### **ARTICLE III**

##### **Exchange of Information**

1. The Parties shall regularly exchange information regarding their relevant activities and positions.
2. Each Party shall inform its Member States or Contracting Parties as the case may be of relevant activities of the other Party, or, as appropriate, provide an opportunity for the other Party to do so.
3. The Parties shall keep each other informed of their relevant activities and positions in other organizations and forums, and, as far as possible, coordinate their positions.
4. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the Parties shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

## ARTICLE IV

### Cooperation

Cooperation under this Memorandum of Cooperation shall include:

1. Ensuring the regular exchange of information, as provided for in Article III, on relevant issues and activities between relevant bodies of the Parties, including relevant decisions of the Conference of the Parties to the CBD, of FAO governing bodies and its Commission on Genetic Resources for Food and Agriculture, and of the governing bodies of relevant international instruments within the framework of either Party.
2. The establishment of specific Memoranda of Cooperation covering specific areas of work or joint work programmes. Such Memoranda of Cooperation will be appended to the present Memorandum of Cooperation, for information.
3. Cooperation between the Parties at the secretariat level in the implementation of agreed joint activities and joint programmes of work, as provided for in Article V.
4. Cooperation, where appropriate and possible, between the Parties at the secretariat level in activities undertaken within their separate programmes of work, with a view to seeking harmony, synergy and coherence, and to reducing the reporting burden on Members of FAO and Contracting Parties of the CBD as the case may be.
5. Participation of the FAO secretariat in the CBD's Liaison Group on Agricultural Biological Diversity, and other relevant liaison groups.
6. To enhance cooperation, either Party may assign staff to the other Party, and make other relevant administrative arrangements. Any agreement to this effect will be annexed to this Memorandum. The current FAO arrangement is in Annex 1.

## ARTICLE V

### Joint activities and joint programmes of work

1. In order to promote cooperation within the context of this Memorandum of Cooperation, and in order to develop joint activities to address issues of mutual relevance, either of the Parties may propose joint activities or joint programmes of work aimed at specific objects of cooperation. Such joint activities or joint programmes of work shall specify the objectives, areas of work, planned outputs, timetable, responsibilities and financial obligations of the Parties, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint activities and joint programmes of work, the Parties may jointly agree on cooperation with other organizations and agencies, including funding agencies.



2. If agreed between the Parties, such joint activities and joint programmes of work will be dated and numbered serially, signed by both Parties, and regarded as annexes to this Memorandum of Understanding.
3. Such joint activities and joint programmes of work may be modified by the written mutual consent of the Parties.
4. Where necessary within the context of agreed joint activities or programmes of work, either Party may second staff to the other Party, and make other relevant administrative arrangements.

#### **ARTICLE VI**

##### **Financial implications**

1. Any minor and ordinary expenditure relating to the implementation of this Memorandum of Cooperation shall be borne by the respective Party.
2. If the cooperation proposed by one of the Parties to the other in accordance with this Memorandum of Understanding entails expenditure beyond minor and ordinary expenditures, the two Parties shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two Parties, they may jointly seek in kind and financial resources from other organizations and agencies, including funding agencies, for their joint activities and joint programmes of work.

#### **ARTICLE VII**

##### **Implementation of this agreement**

1. The Director-General of the FAO and the Executive Secretary of the CBD may make the arrangements necessary for ensuring satisfactory implementation of this Memorandum of Cooperation.
2. Both Parties will report, as appropriate, to their Governing Bodies and subsidiary bodies, on progress made in the implementation of this Memorandum and, where necessary, seek further guidance and endorsement regarding new areas of cooperation.

#### **ARTICLE VIII**

##### **Focal Points**

3. The Assistant Director-General, Sustainable Development Department and the Executive Secretary of the CBD shall be the focal points for the purposes of this Memorandum of Cooperation, in particular for official communications and the exchange of information. The Parties may, however, designate separate focal points in the case of joint activities and programmes of work, and in relation to specific legal and policy instruments.

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**ARTICLE IX****Agreements with other organizations**

This Memorandum of Cooperation is without prejudice to agreements concluded by either Party with other organizations, or programmes within the United Nations System.

**ARTICLE X****Modification of this Memorandum of Cooperation**

This Memorandum of Cooperation may be modified by written mutual consent of the Parties.

**ARTICLE XI****Termination**

Either Party may terminate this Memorandum, subject to six months' written notice. Termination shall not affect obligations previously entered into specifically for the conduct of joint activities and joint programmes of work implemented under Article IV of this Memorandum.

**ARTICLE XII****Entry into Force**

1. This Memorandum of Cooperation, which replaces the Memorandum of Cooperation agreed by the Parties on 1 September 1997, shall enter into force upon signature by the Director-General of FAO and the Executive Secretary of the CBD.
2. This Memorandum of Cooperation replaces the Memorandum of Cooperation agreed by the Parties on 1 September 1997.

On behalf of the Food and Agriculture  
Organization of the United Nations



Hosny El Lakany  
Assistant Director-General  
Officer-in-charge  
Sustainable Development Department

Date: 13-5-05

On behalf of the Secretariat of the  
Convention on Biological Diversity



Hamdallah Zedan  
Executive Secretary

Date: 26/5/2005