

April 1995



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FOOD AND
AGRICULTURE
ORGANIZATION
OF THE
UNITED NATIONS

ORGANISATION
DES NATIONS
UNIES POUR
L'ALIMENTATION
ET L'AGRICULTURE

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UNIDAS PARA
LA AGRICULTURA
Y LA ALIMENTACION

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Item 9.2 of the Provisional Agenda

COMMISSION ON PLANT GENETIC RESOURCES

Sixth Session

Rome, 19 - 30 June 1995

PROGRESS REPORT ON THE INTERNATIONAL NETWORK OF *EX SITU* GERMPLASM COLLECTIONS UNDER THE AUSPICES AND/OR JURISDICTION OF FAO

CONTENTS

	Para.
I. Introduction	1
II. Background	2 - 6
III. State of Implementation and Future Plans	
International Agricultural Research Centres of the CGIAR	7 - 13
National and Regional Institutions	14 - 16
Genebank Standards	17
Duplicate Storage	18
Survey of existing data on <i>ex situ</i> collections	19
IV. Guidance Requested from the Commission on Plant Genetic Resources	20
Appendix Revised Basic Agreements	

PROGRESS REPORT ON

THE INTERNATIONAL NETWORK OF *EX SITU* GERMPLASM
COLLECTIONS UNDER THE AUSPICES AND/OR JURISDICTION OF FAO

I. INTRODUCTION

1. This document presents a progress report on the implementation of Article 7 of the International Undertaking, with respect to the development of the International Network of Base Collections in Genebanks under the Auspices and/or Jurisdiction of FAO. It provides background information,¹ describes the current situation of the implementation of the Network, and outlines future plans. The guidance of the Commission is sought on a number of specific issues and on further steps to be taken.

II. BACKGROUND

2. Article 7.1 of the International Undertaking states that international arrangements will be developed and complemented in order, *inter alia*, that:

"(a) there develops an internationally coordinated network of national, regional and international centres, including an international network of base collections in gene banks, under the auspices or jurisdiction of FAO, that have assumed the responsibility to hold, for the benefit of the international community and on the principle of unrestricted exchange, base or active collections of the plant genetic resources of particular plant species".

3. Article 7.2 of the Undertaking further states that:

"Within the context of the global system any Governments or institutions that agree to participate in the Undertaking may, furthermore, notify the Director-General of FAO that they wish the base collection or collection for which they are responsible to be recognized as part of the international network of base collections in gene banks, under the auspices or the jurisdiction of FAO. The centre concerned will, whenever requested by FAO, make material in the base collection available to participants in the Undertaking, for purposes of scientific research, plant breeding or genetic resource conservation, free of charge, on the basis of mutual exchange, or on mutually agreed terms."

4. In view of the uncertainty of the legal situation of germplasm collected in genebanks, and of the lack of appropriate agreements to ensure its safe conservation, the Commission on Plant Genetic Resources, at its Second Session (1987), called for the implementation of Article 7 of the International Undertaking, and considered four possible model agreements (model agreements A, B, C and D) which could be used for bringing individual collections into the international network of base collections in genebanks under the auspices and/or jurisdiction of FAO. Following a recommendation of the Commission, at this session, the Director-General in 1988 approached Governments, the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR), and other bodies, with a view to ascertaining their readiness to bring their base collections under the auspices or jurisdiction of FAO. Thirty-two countries indicated their willingness to make their

genebanks part of the International Network, and expressed preferences for model agreements B, C or D.²

5. At its Fourth Session (1991), the Commission agreed on the three basic agreements (model agreements B, C and D) which it considered might serve as a starting point for negotiations with Governments and international institution. Under such agreements, Governments and institutions that voluntarily decide to place the collections in their genebanks within the Network agree to ensure that the genetic material is safely conserved and will be made available for plant breeding and research purposes, while respecting the rights of the providers of germplasm.

6. In 1992, the CGIAR Centres offered to place their collections in the International Network of Germplasm Collections under the auspices of FAO. Following two years of negotiations carried out by the FAO Secretariat and the Centres,³ under the guidance of the Commission on Plant Genetic Resources and its Working Group, twelve separate but identical agreements (see Document CPGR-Ex1/94/Inf.5/Add.1) were signed in October 1994 by FAO and 12 Centres (CIAT, CIMMYT, CIP, ICARDA, ICRAF, ICRISAT, IITA, ILCA, INIBAP, IPGRI, IRRI and WARDA) represented, on this occasion, by the Chairman of the CGIAR. This is in line with Resolution 3 of the Nairobi Final Act, adopted in May 1992 together with the text of the Convention on Biological Diversity, which recognizes the need to seek solutions, within the FAO Global System on Plant Genetic Resources, to outstanding matters, including in particular access to *ex situ* collections not acquired in accordance with the Convention.

III. STATE OF IMPLEMENTATION AND FUTURE PLANS

International Agricultural Research Centres of the CGIAR

7. In joining the Network, the CGIAR Centres provided lists of "designated germplasm", totalling *c.* 450,000 accessions collected/acquired prior to the entry into force of the Convention. The lists would be updated at regular intervals so as to include post-Convention material, in accordance with the countries concerned and following the provisions of the Convention. These accessions are now officially under the auspices of FAO.

8. The agreements between FAO and CGIAR Centres give FAO and its Commission on Plant Genetic Resources a number of responsibilities and obligations regarding:

- . the inspection of activities related to conservation and exchange (Article 4(b))
- . monitoring, and recommending action (Articles 5(a) and (b))
- . the setting of policy (Article 6(c));
- . the evacuation and transfer of collections (Article 5(c));
- . technical backstopping (Article 7(b)); and
- . the distribution of germplasm and of information (Article 9)

9. A number of components of the FAO Global System, as well as various facilities in FAO, will be useful to FAO and the Commission, in meeting some of the responsibilities derived from the agreements signed with the Centres. The World Information and Early Warning System (WIEWS) will, in particular, play an important role in monitoring (Article 5(b)) the designated collections, providing data on which decisions may be taken to evacuate and transfer material at risk (Article 5(c)), as well as information on the distribution of germplasm and information (Article 9). The Network itself will be an important source of data for the WIEWS, both concerning the availability of germplasm, and possible hazards threatening germplasm collections. In order to facilitate the acquisition of data concerning designated germplasm, FAO expects to have access, through linkage with the WIEWS, to the System-wide Information Network on Genetic Resources (SINGER) being developed by the CGIAR Centres.

10. In discharging its responsibilities related to the evacuation and transfer of designated collections (Article 5(c)), FAO will also work through its network of regional, sub-regional and country offices, particularly regarding articles related to monitoring (Article 5(b)), technical backstopping (Article 7b), and the distribution of germplasm and information (Article 9). However, the implementation of the tasks assigned to FAO has personnel and funding implications. It is to be noted in this connection that a staff member, whose post was covered by a Norway trust fund over the last two years, until March 1995, was carrying out some of these tasks. The Commission may wish to consider the degree and mode of involvement of the FAO Secretariat in these matters.

11. The agreements similarly place a number of responsibilities and obligations on the CGIAR Centres: in particular, to consult the Commission and give full consideration to any policy recommendation it makes (Article 6), to hold designated germplasm "in trust for the benefit of the international community", and not to claim ownership, or seek intellectual property rights over, the germplasm and related information (Article 3).

12. The Centres are currently developing, in consultation with FAO, material transfer agreements to ensure that any distribution, by them, of plant germplasm and related information is governed by the provisions of Article 3(b), and, in the case of samples duplicated for safety purposes, by the provisions of Article 5(a).

13. In accordance with Article 5(a) (which deals with genebank standards and the duplication of designated germplasm), the Centres have agreed to maintain their genebanks according to the "preferred standards", defined in the FAO/IPGRI publication on "Genebank Standards" as endorsed by the Commission. The Centres have also decided to commission an external assessment of their genebank operations in 1995, with FAO's involvement. The assessment will provide a firm basis for the further development of the Centres' genebank facilities and operations, including in regard to their financial and human resources and the duplication of germplasm for safety purposes.⁴

National and Regional Institutions

14. Of the four basic agreements (models A, B, C and D) discussed by the Commission at its Second Session (1987), models A and B provide for germplasm collections to be placed under the *jurisdiction* of FAO, whereas models C and D provide for collections to be placed under the *auspices* of FAO. The countries that have expressed interest in joining the network have, with one exception (where model B was chosen), indicated their preference for models C and D. The agreements signed with the CGIAR Centres most resemble model C. On the basis of this strong preference for arrangements that entail the *auspices*, rather than the *jurisdiction* of FAO, the Commission may wish to consider whether the Network could be based on the principle alone.

15. The Commission noted, at its Fourth Session (1991), that the models should be seen as providing a basis for negotiations. There is therefore the possibility of developing agreements that take into account the specific situation of individual countries or institutions. In the case of collections held by regional institutions, the Agreement with the CGIAR Centres could be modified to fit their circumstances.

16. Model agreements C and D were drafted and approved by the Commission before the negotiation and entry into force of the Convention on Biological Diversity and before the ongoing negotiations to revise the International Undertaking. Both events may need to be taken into account in the model agreements. The Secretariat has prepared modified versions of the model agreements C and D, with a view to harmonizing them with the Convention on Biological Diversity and with the agreed interpretations of the International Undertaking now being incorporated into the revised text of the International Undertaking (see Appendix). The modifications introduced into the model agreements refer to the following main points:

- a) Reference to the Convention and the Undertaking in the Preamble.

- b) Effect of the agreements on property rights. A more neutral expression regarding ownership has been introduced.
- c) The setting of policy related to designated germplasm. An alternative formulation based on that agreed with the CGIAR Centres, is presented in model C.
- d) Availability of designated germplasm. Availability should be in accordance with the Convention.
- e) A new Article has been added providing that the agreement shall be construed and applied in a manner consistent with the Convention and the International Undertaking.

Genebank Standards

17. The Fifth Session of the Commission considered the *Genebank Standards* that had been prepared by an FAO/IBPGR expert group in response to a request by the Commission, and endorsed them, in order that they might acquire international value and be more easily adopted by countries. These standards have since been published,⁵ and given wide diffusion.

Duplicate Storage

18. One specific requirement for effective conservation is the safety storage of duplicates in at least one other location. Several countries have offered space in their genebanks for this purpose (Report of the Third Session of the Commission, para. 40; Report of the Fourth Session, para. 55-60). In particular, Norway offered to establish an International Seedbank in permafrost conditions at Svalbard. The Svalbard International Seedbank would be available for the deposit of national collections, as well as for long term storage of germplasm in the collections of International Agricultural Centres. Space would also be reserved for truly international collections under international jurisdiction. Discussions between FAO, IPGRI and the Government of Norway have continued. Progress in the project depends on the commitment of adequate funds to ensure its long-term financial viability. A number of potential donor governments and funding agencies have been contacted, but, so far, no positive reply has been forthcoming. The establishment of alternative or supplementary duplicate storage will be explored.

Survey of existing data on *ex situ* collections

19. A survey of existing data on *ex situ* collections in agricultural genebanks was prepared in 1994 and presented to the First Extraordinary Session of the Commission, which did not have time to review it. It is before the current session of the Commission, as document CPGR-6/95/8 Annex. A survey is also underway of *ex situ* collections of interest to food and agriculture held in botanical gardens.

IV. GUIDANCE REQUESTED FROM THE COMMISSION ON PLANT GENETIC RESOURCES

20. The Commission may wish to discuss, and guide the Secretariat on, matters relating to cooperation with the CGIAR Centres (paragraphs 8-10 and 12-13), in particular as regards the policy, personnel and financial implications for FAO and the Commission deriving from the agreements with the Centres and the related material transfer agreements; and matters relating to the revision of the modified model agreements C and D (paragraph 16).

APPENDIX

REVISED BASIC AGREEMENTS⁶

BASIC AGREEMENT, TYPE C

AGREEMENT BETWEEN "X" AND THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS (FAO)
PLACING BASE COLLECTIONS OF PLANT GERMPLASM
UNDER THE AUSPICES OF FAO

PREAMBLE

The [Government of/title of Government Institution] (hereinafter referred to as "X") and the Food and Agriculture Organization of the United Nations (hereinafter referred to as FAO);

Considering the importance to humanity of protecting and conserving germplasm for future generations;

Considering the International Undertaking on Plant Genetic Resources adopted by the FAO Conference at its Twenty-second Session in 1983 (Resolution 8/83), including the Annexes adopted by the FAO Conference at its Twenty-fifth Session in 1989 (Resolutions 4/89 and 5/89) and at its Twenty-sixth Session in 1991 (Resolution 3/91, and in particular Article 7 thereof;

Considering the Convention on Biological Diversity opened for signature on 5 June 1992 and entered into force on 29 December 1993;

Considering that "X" has expressed the wish that ~~that [part of] the base collection[s] of plant germplasm for which it is responsible should be recognized as part of~~ to join the international network of base collections ~~in gene banks and should be placed~~ under the auspices of FAO;

Have agreed as follows:

Article 1

BASIC UNDERTAKING

"X" ~~undertakes to~~ hereby places under the auspices of FAO, within the international network of base collections, ~~in gene banks [part of] the base collection[s] of plant germplasm genetic resources as~~ described in the Appendix hereto (hereinafter referred to as the "designated germplasm"), under the terms and conditions set forth in this Agreement.

Article 2

OWNERSHIP

~~"X" shall retain ownership of the resources of the designated germplasm.~~

EFFECT OF THE AGREEMENT ON PROPERTY RIGHTS

This Agreement shall not be construed as conferring or recognizing any property rights over the designated germplasm, or as in any way affect existing rights over that germplasm.

Article 3

PREMISES

- (a) The premises in which the designated germplasm is conserved shall remain in the charge of "X".
- (b) "X" agrees, however, that FAO shall have a right of access to the premises at any time and the right to inspect all activities performed therein directly related to the conservation and exchange of the designated germplasm.

Article 4

MANAGEMENT AND ADMINISTRATION

- (a) "X" shall continue to manage and administer the designated germplasm in conformity with national legislation but agrees that this shall be done in agreement with FAO.
- (b) FAO may recommend action, if it considers such action to be desirable in order to ensure the proper conservation of the designated germplasm.

Article 5

POLICIES

"X" shall continue to determine all policies in respect of activities related to the designated germplasm, subject to the provisions of Article 8 hereinafter, but undertakes to associate FAO with the policy-making process.

POSSIBLE ALTERNATIVE FORMULATION BASED ON THAT AGREED WITH THE CGIAR CENTRES

"X" recognizes the intergovernmental authority of the Commission in setting policies for the International Network referred to in Article 7 of the International Undertaking and undertakes to consult with FAO and its Commission on proposed policy changes related to the conservation of, or accessibility to, the designated germplasm, subject, always, to the provisions of Article 9 hereinafter. "X" shall give full consideration to any policy changes proposed by the Commission.

Article 6

STAFF

- (a) Staff assigned to manage and administer the designated germplasm shall be employed and remunerated by "X".
- (b) FAO shall, within the limits of available financial resources, furnish technical backstopping to the staff on request.

Article 7

FINANCES

- (a) "X" shall remain entirely responsible for financing the maintenance of the designated germplasm.
- (b) "X" shall bring to the attention of FAO any difficulties regarding either the continued conservation of the designated germplasm or the implementation of measures recommended by FAO pursuant to Article 4(b) above.

Article 8

PRIVILEGES AND IMMUNITIES¹

"X" shall grant to FAO, FAO staff and experts designated by FAO to take part in activities related to the designated germplasm, the privileges and immunities provided for under the Convention on the Privileges and Immunities of the Specialized Agencies.

Article 9

AVAILABILITY OF DESIGNATED GERMPLASM

"X" undertakes to make designated germplasm available ~~when necessary~~ for the purpose of scientific research, plant breeding or genetic resource conservation, ~~without restriction, either directly to users or through FAO, either on mutually agreed terms or free of cost~~ in accordance with the provisions of the Convention on Biological Diversity and the International Undertaking on Plant Genetic Resources, where applicable.

Article 10

DURATION

This Agreement is concluded for a period of 25 years and may be extended by mutual agreement.

¹ As this provision requires an undertaking by the Government itself, if the other party to the Agreement is a Government Institution, the Government will also have to be a party to the Agreement or provide a formal instrument accepting this provision.

Article 11

CONSTRUCTION AND APPLICATION OF THIS AGREEMENT

This Agreement shall be construed and applied in a manner consistent with the provisions of the Convention on Biological Diversity and the International Undertaking on Plant Genetic Resources.

Article 142

SETTLEMENT OF DISPUTES

- (a) Any dispute concerning the implementation of this Agreement shall be settled by mutual consent.
- (b) Failing mutual consent, such dispute may be submitted, at the request of either "X" or FAO to an arbitral tribunal composed of three members. Each party shall appoint one arbitrator. The two arbitrators thus appointed shall designate by mutual consent the third arbitrator, who will act as the presiding arbitrator of the tribunal.
- (c) If within two months after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed, the first party may request the President of the International Court of Justice to appoint the second arbitrator.
- (d) If within two months after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, such presiding arbitrator shall be designated by the President of the International Court of Justice at the request of either party.
- (e) Unless the parties to the dispute decide otherwise, the tribunal shall determine its own procedure.
- (f) A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding for the parties to the dispute.

Article 123

TERMINATION

- (a) Either "X" or FAO may terminate this Agreement at any time by giving notice to the other, one year in advance of the termination date.
- (b) "X" and FAO shall, in such case, take all necessary measures to wind-up joint activities in an appropriate manner.

Article 134

AMENDMENT

- (a) Either "X" or FAO may propose that the Agreement be amended by giving notice thereof.

- (b) If there is mutual agreement in respect of the amendment, the amendment shall enter into force on whatever date is set.

Article 145

DEPOSITARY

The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:

- (a) send certified copies of this Agreement to the Member Nations of FAO and to any other Government which so requests;
- (b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations;
- (c) inform FAO Member Nations of:
 - i) the signature of this Agreement in accordance with Article 156;
 - ii) the termination of this Agreement in accordance with Article 123; and
 - iii) the adoption of amendments to this agreement in accordance with Article 134.

Article 156

COMING INTO FORCE

This Agreement shall come into force upon signature by the authorized representative of "X" and FAO.

For the Food and Agriculture
Organization of the United Nations

For "X"
.....

Date: _____

Date: _____

BASIC AGREEMENT, TYPE D

**AGREEMENT BETWEEN "X" AND THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS (FAO)
PLACING BASE COLLECTIONS OF PLANT GERMPLASM
UNDER THE AUSPICES OF FAO**

PREAMBLE

The [Government of/title of Government Institution] (hereinafter referred to as "X") and the Food And Agriculture Organization of the United Nations (hereinafter referred to as FAO);

Considering the importance to humanity of protecting and conserving germplasm for future generations;

Considering the International Undertaking on Plant Genetic Resources adopted by the FAO Conference at its Twenty-second Session in 1983 (Resolution 8/83), including the Annexes adopted by the FAO Conference at its Twenty-fifth Session in 1989 (Resolutions 4/89 and 5/89) and at its Twenty-sixth Session in 1991 (Resolution 3/91, and in particular Article 7 thereof;

Considering the Convention on Biological Diversity opened for signature on 5 June 1992 and entered into force on 29 December 1993;

Considering that "X" has expressed the wish that ~~that [part of] the base collection[s] of plant germplasm for which it is responsible should be recognized as part of~~ to join the international network of base collections ~~in gene banks and should be placed~~ under the auspices of FAO;

Have agreed as follows:

Article 1

BASIC UNDERTAKING

"X" ~~undertakes to~~ hereby places under the auspices of FAO, within the international network of base collections, ~~in gene banks [part of] the base collection[s] of plant germplasm genetic resources as~~ described in the Appendix hereto (hereinafter referred to as the "designated germplasm"), under the terms and conditions set forth in this Agreement.

Article 2

~~OWNERSHIP~~

~~"X" shall retain ownership of the resources of the designated germplasm.~~

EFFECT OF THE AGREEMENT ON PROPERTY RIGHTS

This Agreement shall not be construed as conferring or recognizing any property rights over the designated germplasm, or as in any way affect existing rights over that germplasm.

Article 3**PREMISES**

The premises in which the designated germplasm is conserved shall remain in the charge of "X".

Article 4**MANAGEMENT AND ADMINISTRATION**

"X" shall continue to be responsible exclusively for the management and administration of the designated germplasm.

Article 5**POLICIES**

"X" shall continue to be responsible exclusively for determining policies related to the designated germplasm, subject, however, to the provisions of Article 8 hereinafter.

Article 6**STAFF**

- (a) Staff assigned to manage and administer the designated germplasm shall be employed and remunerated by "X".
- (b) FAO shall, within the limits of available financial resources, furnish technical backstopping to the staff on request.

Article 7**FINANCES**

"X" shall remain entirely responsible for financing the maintenance of the designated germplasm.

Article 8**AVAILABILITY OF DESIGNATED GERMPLOSM**

"X" undertakes to make designated germplasm available ~~when necessary~~ for the purpose of scientific research, plant breeding or genetic resource conservation, ~~without restriction, either directly to users or through FAO, either on mutually agreed terms or free of cost~~ in accordance with the provisions of the Convention on Biological Diversity and the International Undertaking on Plant Genetic Resources, where applicable.

Article 9

DURATION

This Agreement is concluded for a period of 25 years and may be extended by mutual agreement.

Article 10

CONSTRUCTION AND APPLICATION OF THIS AGREEMENT

This Agreement shall be construed and applied in a manner consistent with the provisions of the Convention on Biological Diversity and the International Undertaking on Plant Genetic Resources.

Article 101

SETTLEMENT OF DISPUTES

- (a) Any dispute concerning the implementation of this Agreement shall be settled by mutual consent.
- (b) Failing mutual consent, such dispute may be submitted, at the request of either "X" or FAO to an arbitral tribunal composed of three members. Each party shall appoint one arbitrator. The two arbitrators thus appointed shall designate by mutual consent the third arbitrator, who will act as the presiding arbitrator of the tribunal.
- (c) If within two months after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed, the first party may request the President of the International Court of Justice to appoint the second arbitrator.
- (d) If within two months after appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, such presiding arbitrator shall be designated by the President of the International Court of Justice at the request of either party.
- (e) Unless the parties to the dispute decide otherwise, the tribunal shall determine its own procedure.
- (f) A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding for the parties to the dispute.

Article 142

TERMINATION

- (a) Either "X" or FAO may terminate this Agreement at any time by giving notice to the other, one year in advance of the termination date.
- (b) "X" and FAO shall, in such case, take all necessary measures to wind-up joint activities in an appropriate manner.

Article 123

AMENDMENT

- (a) Either "X" or FAO may propose that the Agreement be amended by giving notice thereof.
- (b) If there is mutual agreement in respect of the amendment, the amendment shall enter into force on whatever date is set.

Article 134

DEPOSITARY

The Director-General of FAO shall be the depositary of this Agreement. The Depositary shall:

- (a) send certified copies of this Agreement to the Member Nations of FAO and to any other Government which so requests;
- (b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations;
- (c) inform FAO Member Nations of:
 - (i) the signature of this Agreement in accordance with Article 145; and
 - (ii) the adoption of amendments to this Agreement in accordance with Article 123.

Article 145

COMING INTO FORCE

This Agreement shall come into force upon signature by the authorized representative of "X" and FAO.

For the Food and Agriculture
Organization of the United Nations

For "X"
.....

Date: _____

Date: _____

¹ See also document CPGR-Ex1/94/Inf.5/Add.1).

² Argentina, Bangladesh, Chile, Costa Rica, Czech Republic, Denmark, Ethiopia, Finland, France, Germany, Indonesia, India, Italy, Japan, Iraq, Madagascar, Morocco, Netherlands, Norway, Pakistan, Philippines, Russia, Senegal, Spain, Sweden, Switzerland, Syria, Togo, Tunisia, United Kingdom, Uruguay and Yemen.

³ A detailed report of these negotiations and outcome was presented to the First Extraordinary Session of the CPGR (7-11 November 1994) in documents CPGR-EX1/94/Inf. 5 and CPGR-EX1/94/Inf. 5 Add. 1.

⁴ During the meeting of the Inter-Centre Working Group Genetic Resources (ICWG-GR, held at ICARDA, Aleppo, Syria, from 16 to 19 January 1995, it was agreed that the "Genebank Review" mission should include: a team leader, a nominee of FAO, and one or two other experts to be selected on a regional basis. The team leader and the FAO nominee will visit all the CGIAR Centres' genebanks. Other team members may participate in the visits to Centres located in their respective regions. If the review team visits the twelve Centres, and spends a week at each, the process will take at least 4 months. The CGIAR System-Wide Genetic Resources Programme has allocated US \$ 120 000 for the review, including the participation of the team leader and regional members. No provision has yet been made for financing the participation of FAO's nominee. The meeting gave to the International Plant Genetic Resources Institute the responsibility of finalizing the terms of reference, the composition of the team, and the details of the review process, and of implementing the review, in cooperation with FAO.

⁵ Genebank Standards, FAO/IPGRI, 1994.

⁶ In these revised basic agreements proposed additional text is indicated in redlining and text proposed for deletion is shown ~~struck through~~.

May 1995



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Item 9.2 of the Provisional Agenda

COMMISSION ON PLANT GENETIC RESOURCES

Sixth Session

Rome, 19 - 30 June 1995

PROGRESS REPORT ON THE INTERNATIONAL NETWORK OF *EX SITU* GERMPLASM COLLECTIONS UNDER THE AUSPICES AND/OR JURISDICTION OF FAO

CORRIGENDUM

The cross-referencing of Articles in Article 15 (c), on page 10, should be corrected to read as follows:

- c) inform FAO Member Nations of:
- i) the signature of this Agreement in accordance with Article 16;
 - ii) the termination of this Agreement in accordance with Article 13; and
 - iii) the adoption of amendments to this agreement in accordance with Article 14.

The cross-referencing of Articles in Article 14 (c), on page 14, should be corrected to read as follows:

- c) inform FAO Member Nations of:
- i) the signature of this Agreement in accordance with Article 15; and
 - ii) the adoption of amendments to this agreement in accordance with Article 13.