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	联合国粮食及农业组织	
	FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS	
	ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE	
	ORGANIZACION DE LAS NACIONES UNIDAS PARA LA AGRICULTURA Y LA ALIMENTACION	

COMMISSION ON PLANT GENETIC RESOURCES

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MEMORANDUM OF UNDERSTANDING O NPROGRAMME
COOPERATION BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)

AND

THE INTERNATIONAL BOARD FOR PLANT GENETIC RESOURCES (IBPGR)

MEMORANDUM OF UNDERSTANDING ON PROGRAMME
COOPERATION BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)

AND

THE INTERNATIONAL BOARD FOR PLANT GENETIC RESOURCES (IBPGR)

PREAMBLE

Whereas it is FAO's constitutional responsibility to promote and, where appropriate, to recommend national and international action with respect to agricultural research, to the methods of improvement of agricultural production and to the conservation of natural resources including plant genetic resources;

Whereas IBPGR operates under the framework of the Consultative Group on International Agricultural Research (CGIAR) of which FAO, UNDP and the World Bank are the co-sponsors and has, as its mandate, to further the study, collection, preservation, documentation, evaluation and utilization of the genetic diversity of useful plants for the benefit of people throughout the world;

Whereas FAO is fully committed to the implementation of the International Undertaking on Plant Genetic Resources and its objective that plant genetic resources of economic and social interest particularly for agriculture, should be explored, preserved and made available for plant breeding and scientific purposes;

Whereas IBPGR subscribes to the principles of the International Undertaking and will collaborate with FAO in its implementation in accordance with the provisions of this Memorandum of Understanding;

Whereas both FAO and IBPGR recognize the intergovernmental authority of the Commission on Plant Genetic Resources and its importance as the appropriate institutional framework to monitor the implementation of the arrangements on international cooperation as set out in the International Undertaking on Plant Genetic Resources;

Whereas both FAO and IBPGR have agreed to cooperate with a view to ensuring complementarity of their work programmes and optimizing the efficient use of available resources;

Whereas it is necessary to define a framework for programme cooperation both for the present and for such time when IBPGR will have acquired its own legal personality;

Now therefore, FAO and IBPGR hereinafter referred to as the Parties, have agreed as follows:

Article 1
(Purpose)

The purpose of this Memorandum of Understanding is to establish a framework for cooperation defining the main areas for cooperation between IBPGR and FAO within their respective mandates, with a view to full complementarity of functions, avoiding overlaps and duplication of effort and ensuring effective cooperation in joint activities for the benefit of both Parties and for the ultimate benefit of all countries, with particular reference to developing nations.

Article 2
(General responsibilities of FAO)

As part of its statutory functions, as defined in Paragraphs 1, 2 and 3 of Article II of its Constitution, and without prejudice to the general character of its mandate with respect to plant genetic resources, FAO will direct its activities in the implementation of the International Undertaking on Plant Genetic Resources mainly towards:

- (a) the political, legal and technical issues involved in the implementation of the principles and recommendations contained in the International Undertaking for the benefit of all its member Nations and in particular developing Nations;
- (b) supporting and servicing the activities of the Commission on Plant Genetic Resources and ensuring that its statutory mandate is fully and adequately carried out;
- (c) assisting Member Countries for the development and implementation of activities related to the collection, conservation and utilization of plant genetic resources.

Article 3
(General responsibilities of IBPGR)

1. Within the framework of the mandate given to it by the CGIAR, IBPGR will direct its activities mainly towards the study, collection, preservation, documentation, evaluation and utilization of the genetic diversity of useful plants for the benefit of people throughout the world. In particular, IBPGR will:

- (a) Initiate and stimulate both within and outside the CGIAR system the action needed to sustain a viable international programme for the conservation of plant genetic resources;
- (b) Promote, encourage, finance and engage in activities to strengthen plant genetic resources conservation and utilization worldwide especially through the implementation of a programme of research, training, communication and field activities to enhance the capabilities of national and international programmes in plant genetic resources;

- (c) Provide scientific and technical advice to FAO and through FAO to its Commission on Plant Genetic Resources.

2. IBPGR will perform the above activities under the guidance of the CGIAR's policy on plant genetic resources and in conformity with the principles of the International Undertaking on Plant Genetic Resources. It will cooperate with FAO in the implementation of those recommendations of the Commission on Plant Genetic Resources of direct relevance to its programme of work.

Article 4
(Principles and areas of cooperation)

IBPGR and FAO recognize their specific responsibilities under their respective mandates. They agree to cooperate within these mandates, taking specifically into account the needs of developing nations and subject to the availability of funds, in the following areas:

I. Policy and legal matters

FAO has the leading responsibility in policy and legal matters regarding plant genetic resources for advising FAO Member Nations on such issues at their request and for increasing awareness and ensuring acceptance of basic legal principles regarding conservation and utilization of plant genetic resources and defining an appropriate framework for their implementation. As appropriate, IBPGR will provide scientific and technical support to FAO in carrying out its responsibilities in these general policy and legal matters.

II. Scientific and technical advice

While FAO has a general constitutional mandate and responsibilities towards its Member Nations in respect of all aspects of plant genetic resources conservation and utilization, it will for the most part rely, whenever possible and without prejudice to its general mandate and responsibilities in the performance of its mandate, on IBPGR for the scientific and technical aspects involved.

A. Access to and dissemination of information

1. Without prejudice to the special provisions of Article 6, the Parties agree to provide each other free access to their respective databases on subjects of common interest and guarantee an adequate flow of information between them.
2. Both Parties agree to cooperate in the preparation of a periodical report on the State of the World's Plant Genetic Resources which FAO will submit to the Commission on Plant Genetic Resources with due acknowledgment of the various contributions. This report will review the current plant genetic resources situation, including the description of the activities of national, regional, international and non-governmental organizations and identify and propose priorities and needs for new activities.

3. FAO will establish a Global Information and Early Warning System designed to provide and update information for the preparation of the report on the state of the World's Plant Genetic Resources referred to above and to draw attention to hazards threatening the operation of gene banks holding base collections, the danger of extinction of plant species and the loss of genetic diversity throughout the world. As part of its function to study and assess the risk of genetic erosion, IBPGR will cooperate with FAO in gathering and providing relevant information required for the proper functioning of the system.
4. One of the main functions of IBPGR and a significant function of FAO is to disseminate information on plant genetic resources through a comprehensive and varied communications programme. IBPGR will continue to produce and disseminate information on a wide range of genetic resources topics and will expand its communications in languages other than English. FAO and IBPGR will consult each other regarding their respective communications programme and, whenever considered appropriate, produce joint technical communications for the dissemination of information on plant genetic resources.

B. Ex situ conservation

5. Both Parties recognize the necessity of achieving maximum complementarity between the FAO network of base collections and the IBPGR register of base collections. They undertake to cooperate with a view to merging these, to the extent possible, in accordance with the principle that IBPGR would provide scientific and technical advice on the establishment, maintenance and management of base collections and FAO, while keeping an overview of scientific and technical aspects, would be mainly concerned with providing a policy and legal framework through which countries would make the necessary efforts for safe conservation and unrestricted exchange and monitoring the implementation of the provisions of the International Undertaking.

C. In situ conservation

6. FAO will be a focal point for information and technical expertise on in situ conservation of plant genetic resources and will provide leadership in assisting countries to determine priorities for in situ conservation. FAO will assist institutions in developing in situ conservation programmes taking into account legal, technical and socio-economic aspects. FAO will foster collaborative action between neighbouring countries and countries with similar ecological conditions. As appropriate, IBPGR will support FAO in carrying out these activities and, in particular, provide FAO with the results of its research on genetic diversity of crops and distribution of wild species to assist national programmes, FAO and other organizations to determine in situ conservation priorities.

D. Strengthening of national and regional capabilities

7. FAO has a constitutional responsibility to provide technical assistance to its Member Nations in the area of plant genetic resources and more specifically to formulate, operate and supervise specific projects and other activities aimed at strengthening national and regional capacities and/or developing national and regional strategies or programmes at the request of Governments concerned and in consultation with possible donors. IBPGR will assist FAO in the performance of its mandate in this respect, primarily through the provision of technical and scientific advice.
8. IBPGR will be kept informed of FAO's activities financed by the International Fund for Plant Genetic Resources. Whenever necessary, FAO will consult IBPGR on the use of the resources of the Fund. Where appropriate, FAO and IBPGR will make arrangements for the pooling of their respective resources to carry out specific activities of their jointly agreed programme.

E. Training

9. Without prejudice to the provisions of paragraph 8 above, the Parties agree to develop their training programmes in full consultation and cooperation. For the time being and pending reassessment of the country needs, IBPGR would concentrate its training activities mainly on the technical and scientific aspects of conservation and management of plant genetic resources and FAO on the institutional and legal aspects as well as on those related to the evaluation and utilization of these resources.

F. Safe movement of plant genetic resources

10. The Parties agree to pursue and develop their cooperative programme aimed at facilitating the safe and expeditious transfer of germplasm, through the preparation of a series of crop-specific protocols and guidelines describing disease indexing and other procedures for the use by quarantine officials and scientists involved in the exchange of plant germplasm.

Article 5
(Methods of cooperation)

1. The Director of IBPGR and a representative appointed by the Director-General of FAO, hereinafter referred to as the representative of FAO, shall consult and keep each other closely and fully informed at all stages of the preparation and implementation of their respective work programmes. The representative of FAO and the Director of IBPGR will hold discussions whenever necessary, and make appropriate arrangements for the organization of regular consultations on matters of common interest.

2. The Parties agree to hold an annual joint programming meeting to consider and discuss their achievements and the current status, prospects and conditions for their cooperation as well as all aspects of their respective work programmes of interest to the other Party.

3. The representative of FAO will be an ex officio non-voting member of IBPGR Board of Trustees and of its Executive and Programme Committee. The Chairman of the Commission on Plant Genetic Resources, or his representative, will be invited to participate as an observer in the meetings of the Board.

4. The Chairman of IBPGR, or his representative, shall be invited to the meetings of the Commission on Plant Genetic Resources and, where appropriate, of other FAO bodies concerned with plant genetic resources and to participate as an observer in the deliberations on agenda items of interest to IBPGR.

5. IBPGR will provide reports through FAO to the Commission on Plant Genetic Resources on its overall work programme and on joint FAO/IBPGR activities.

6. FAO will provide assistance to IBPGR in the Implementation of its work programme, particularly in facilitating its activities in FAO Member Nations.

Article 6
(Databases and documentation)

1. The Parties agree that their databases and documentation dealing with plant genetic resources will remain with both Organizations. These will include, inter alia:

- (a) A full set of the documents relevant to the establishment and operation of IBPGR Headquarters as a unit within FAO;
- (b) Duplicates of the country profiles databases;
- (c) Collection, conservation and training databases.

2. The parties agree to continue to provide each other free access to their respective databases and documentation on subjects of common interest.

Article 7
(Funding)

As appropriate, the Parties will make budgetary provisions for cooperative activities to be carried out under this Memorandum of Understanding. Such cooperative activities will be determined by and subject to the level of funding made available for that purpose.

Article 8
(entry into force, duration and amendment)

1. This Memorandum of Understanding shall remain in force for a period of two years and shall be automatically renewed thereafter for further periods of one year unless notice of non-renewal is given in writing to the other Party by FAO or by IBPGR not less than one hundred and eighty (180) days before the end of any one-year period.

2. This Memorandum of Understanding may be terminated by FAO or by IBPGR by notice given to the other not less than one hundred and eighty (180) days in advance of the effective date of termination.

3. At the request of IBPGR or FAO, the present Memorandum of Understanding may be modified by mutual agreement of both Parties.

4. This Memorandum of Understanding shall enter into force upon signature on behalf of FAO and by the Chairman of the International Board for Plant Genetic Resources.

Article 9
(Confirmation)

Once it has acquired legal personality, IBPGR shall take whatever legal actions may be necessary to ensure that it is and remains legally bound by this Memorandum of Understanding which will thus provide the basis for its cooperation with FAO.

On behalf of IBPGR

On behalf of FAO
