



**Food and Agriculture  
Organization of the  
United Nations**



**The International Treaty**  
ON PLANT GENETIC RESOURCES  
FOR FOOD AND AGRICULTURE

### **Item 15.3 of the Provisional Agenda**

### **EIGHTH SESSION OF THE GOVERNING BODY**

**Rome, 11– 16 November 2019**

**Revised Memorandum of Cooperation and Joint Initiative between the  
Secretariats of the Convention on Biological Diversity and the International  
Treaty**

#### **Executive Summary**

This document contains the Memorandum of Cooperation signed between FAO, on behalf of the Secretariat of the International Treaty, and the Secretariat of the Convention on Biological Diversity on 9 July 2018, which replaces a previous memorandum entered into on 27 October 2010.

The Memorandum is intended to enhance institutional cooperation between the two Secretariats, especially in capacity development activities dealing with access and benefit-sharing as related to plant genetic resources for food and agriculture, including the organization of workshops, meetings, seminars and other events and the exchange of information on capacity development and other relevant activities.

The Memorandum contains an Annex with a list of areas identified for joint collaboration, including the support to the ratification and implementation of the Nagoya Protocol in harmony with the Treaty and its Multilateral System, the development of synergies between the Global Information System of the International Treaty and the ABS Clearing-House of the Nagoya Protocol, a Joint initiative on in-situ and on-farm conservation, sustainable use of PGRFA and protected areas, and the promotion of the importance of biodiversity and PGRFA.



## **MEMORANDUM OF COOPERATION**

between

**THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY**

and

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS**

**On behalf of**

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

This Memorandum of Cooperation is entered into between the Secretariat of the Convention on Biological Diversity (“CBD Secretariat”) and the Food and Agriculture Organization of the United Nations (“FAO”) on behalf of the Secretariat of the International Treaty on Plant Genetic Resources for Food and Agriculture (“International Treaty Secretariat”).

*WHEREAS* the objectives of the Convention on Biological Diversity are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of benefits arising out of the utilization of genetic resources;

*WHEREAS* the International Treaty on Plant Genetic Resources for Food and Agriculture (“International Treaty”), was adopted by the Thirty-First Session of the Conference of FAO on 3 November 2001 under Article XIV of the FAO Constitution, and has the role of promotion of 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; and *WHEREAS* the International Treaty requires that its objectives be attained by closely linking the International Treaty and to the Convention on Biological Diversity;

*WHEREAS* the International Treaty mandates its Secretary to cooperate with other organizations and treaty bodies, including in particular the Secretariat of the Convention on Biological Diversity;

*WHEREAS* the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (“Nagoya Protocol”) to the Convention on Biological Diversity was adopted in 2010 to support implementation of access to genetic resources and the fair and equitable sharing of benefits arising from their utilization, thereby contributing to the conservation and sustainable use of biodiversity;

*WHEREAS* in its decision X/1, the Conference of the Parties to the Convention on Biological Diversity recognized that the International Regime on Access and Benefit-sharing is constituted of the Convention on Biological Diversity, its Nagoya Protocol, as well as complementary instruments, including the International Treaty;

*WHEREAS* in its decision X/2, the Conference of the Parties to the Convention on Biological Diversity adopted the Strategic Plan for Biodiversity 2011-2020 and the Aichi Biodiversity Targets;

*WHEREAS* 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 and its Nagoya Protocol;

*WHEREAS* the Article 8(j) and related provisions of the Convention on Biological Diversity address the knowledge, innovations and practices of indigenous peoples and local communities;

*WHEREAS* Article 9 of the International Treaty, which recognizes the enormous contribution that the local and indigenous communities and farmers of all regions of the world, particularly those in the centers of origin and crop diversity, have made and will continue to make for the conservation and development of plant genetic resources which constitute the basis of food and agriculture production throughout the world; and which calls on Contracting Parties to take measures to protect and promote Farmers' Rights, as appropriate and subject to national legislation;

*WHEREAS* the Governing Body of the International Treaty, in its Resolution 3/2015 on the Global Information System, requested its Secretary to engage with other partners and organizations, in particular with the Convention on Biological Diversity and its Nagoya Protocol, for the creation of a web-based platform;

*WHEREAS* in its decision XIII/24 on cooperation with other conventions and international organizations, the Conference of the Parties to the Convention on Biological Diversity called on the Liaison Group of Biodiversity-related Conventions to continue to strengthen its work to enhance coherence and cooperation among the biodiversity-related conventions, including in implementing the Strategic Plan for Biodiversity 2011-2020 and any follow-up to this strategic plan;

*WHEREAS* in its Resolution 12/2017, the Governing Body of the International Treaty encouraged the members of the Liaison Group of the Biodiversity-related Conventions to continue their collaboration in accordance with their respective mandates and requested the Secretary of the International Treaty to continue participating actively in the relevant activities of the Liaison Group of Biodiversity-related Conventions;

*WHEREAS* the Governing Body of the International Treaty, in its Resolution 7/2015, acknowledged the need for continued capacity-building support to Contracting Parties, especially developing countries, for the mutually supportive implementation of the International Treaty and the Convention on Biological Diversity and its Nagoya Protocol;

*WHEREAS* the Memorandum of Cooperation signed on 26 May 2005 by the CBD Secretariat and FAO establishes a framework for cooperation in the areas of biological diversity of relevance to food and agriculture with a view to promoting synergy, ensuring complementarity and mutual support, and better serving the Members of the Food and Agriculture Organization of the United Nations and the Contracting Parties to the Convention on Biological Diversity;

*WHEREAS* FAO on behalf of the International Treaty Secretariat and the CBD Secretariat have successfully cooperated in joint activities under the Memorandum of Cooperation signed on 27 October 2010;

NOW THEREFORE, THE CBD SECRETARIAT AND FAO ON BEHALF OF THE INTERNATIONAL TREATY SECRETARIAT HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF COOPERATION AS FOLLOWS:

*Article 1*  
Objective

The objective of the present Memorandum of Cooperation (hereinafter "the Memorandum") is to enhance cooperation between the CBD Secretariat and the International Treaty Secretariat (hereinafter collectively referred to as "Parties") in areas of mutual interest and within the respective mandates.

*Article 2*  
Duration

This Memorandum of Cooperation shall remain in effect for a period of five (5) years from the date of the last signature, unless terminated in accordance with Article 7 below.

*Article 3*  
Areas of Cooperation

1. The Parties undertake to cooperate in their respective activities, including capacity-building dealing with access and benefit-sharing as related to plant genetic resources for food and agriculture. Areas for joint collaboration are specified in the Annex attached to this Memorandum.
2. The Parties will mutually support one another in the undertaking and promotion of activities and projects relevant to their respective mandates, for instance, in undertaking and promoting:
  - (a) workshops, seminars and other events, including on access and benefit-sharing, as related to plant genetic resources for food and agriculture;
  - (b) coordination of technical assistance, including for implementation of access and benefit-sharing regimes, as related to plant genetic resources for food and agriculture, at the international, regional, sub-regional and national levels.
3. The Parties will, as far as possible, ensure the respective participation at meetings organized by them, including, as appropriate, making presentations at such meetings and providing their expertise and inputs in the preparation of documentation for such meetings and in accordance with the rules and procedure of the body concerned.
4. The Parties will, subject to the applicable rules and procedures and approval of their competent bodies, undertake studies, projects and programmes and provide other technical inputs in writing to the governing or other competent bodies of the requesting Party, as necessary for the advancement of their respective programmes of work, including on access and benefit-sharing, as related to plant genetic resources for food and agriculture.
5. The Parties will exchange information regarding activities of relevance to their respective mandates and on joint activities undertaken within the framework of this Memorandum, and will notify each other of decisions taken by their respective governing and other competent bodies, as appropriate, on issues of mutual concern.

*Article 4*  
Organization of the Cooperation

1. The Parties will regularly assess progress with implementation of this Memorandum, at least annually, through joint Secretariat meetings.
2. The Parties will report to their respective governing and other competent bodies, as appropriate, on progress made in the implementation of this Memorandum and seek further guidance from such bodies, as appropriate, regarding their institutional cooperation.

*Article 5*  
Financial Implications

1. Any ordinary expenditure relating to the implementation of this Memorandum shall be borne by the respective Party to the Memorandum within the agreed budgets of the respective Secretariats.

2. The Parties may, preferably jointly, or separately, agree on cooperation with other organizations and agencies, including funding agencies, for implementation of activities under this Memorandum.
3. Implementation of any activities pursuant to this Memorandum involving the transfer of funds between the Parties, or a financial or resource commitment by either Party shall be the subject of specific supplementary agreements. Supplementary agreements concluded under this Memorandum shall define agreed activities, the roles and responsibilities of each Party, financial aspects, including in-kind contributions, and arrangements on intellectual property rights, as appropriate. The terms of such supplementary agreements shall be subject to the provisions of this Memorandum unless otherwise provided in them.

*Article 6*  
Focal Points

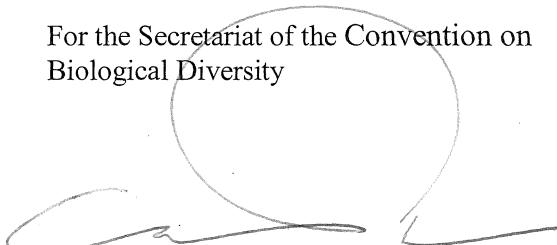
The Parties agree that focal points for the implementation of this Memorandum will be appointed by the respective Heads of the Secretariats among their staff.

*Article 7*  
Entry into effect, Amendments and Termination

1. This Memorandum of Cooperation will enter into effect upon the date of the last signature. It replaces the Memorandum of Cooperation agreed by the Parties on 27 October 2010, which expired on 27 October 2015.
2. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this Memorandum.
3. This Memorandum may be amended by mutual agreement of the Parties in writing.
4. This Memorandum may be terminated by either Party giving a six-month notice in writing. Termination shall not affect obligations previously entered into specifically for the conduct of joint activities under this Memorandum.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the Secretariat of the Convention on  
Biological Diversity



Cristiana Pașca Palmer  
Executive Secretary

Date: 9 July 2018

For the Food and Agriculture Organization of the  
United Nations, on behalf of the Secretariat of the  
International Treaty on Plant Genetic Resources  
for Food and Agriculture

Kent Nnadozie  
Secretary

Date: 9th July 2018

## **Annex**

### **Areas for Joint Collaboration between the Secretariat of the Convention on Biological Diversity and FAO on behalf of the Secretariat of the International Treaty on Plant Genetic Resources for Food and Agriculture under the Memorandum of Cooperation between them**

1. Support to the ratification and implementation of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (NP) in harmony with the ITPGRFA and its Multilateral System of Access and Benefit-sharing (MLS)
  - a. Continued joint capacity-building activities
  - b. Continuation of preparation of joint materials on access and benefit-sharing (ABS) for harmonious implementation of NP and ITPGRFA and its MLS
  - c. Continued coordination and sharing of expertise on information management for ABS, in particular relating to the Global Information System under the ITPGRFA and the ABS Clearing-House under the NP, including sharing of expertise
  - d. Facilitation of greater interaction between memberships, including through joint expert meetings and discussions
2. Development of synergies between the Global Information System and the ABS Clearing-House
  - a. Continued coordination on the types of information that could be exchanged between the two systems;
  - b. Participation in the further development of each others' systems to facilitate the exchange of data.
3. Joint initiative for on-farm conservation, sustainable use of plant genetic resources for food and agriculture (PGRFA) and protected areas
  - a. Joint research and publication on Aichi target of sustainability in agriculture and matching the sustainability targets of the ITPGRFA and the Strategic Plan and Aichi targets;
  - b. Joint programme on sustainable use of PGRFA in accordance with the 2030 Agenda for Sustainable Development;
  - c. Sharing of results relevant for CBD from the Programmatic Approach of the Benefit-sharing Fund of the ITPGRFA for keeping farmers ahead of climate change and conserving PGRFA on-farm
  - d. Joint case studies on on-farm conservation and management of PGRFA and its facilitation through relevant ABS agreements
  - e. Development of joint components in the sustainable use work programmes of the CBD and ITPGRFA
  - f. Activities on Farmers' Rights, including traditional knowledge related to PGRFA.
4. Promotion of the importance of biodiversity and PGRFA for food security and nutrition under a changing climate
  - a. Joint awareness raising events
  - b. Joint promotion material
  - c. Joint communication work
  - d. Continued presence and contribution of the ITPGRFA Secretariat to CBD events and CBD Secretariat to ITPGRFA events