

June 2023



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



**International Treaty
on Plant Genetic Resources
for Food and Agriculture**

**INTERNATIONAL TREATY ON PLANT GENETIC RESOURCES
FOR FOOD AND AGRICULTURE**

**TENTH MEETING OF THE AD HOC OPEN-ENDED WORKING
GROUP TO ENHANCE THE FUNCTIONING OF
THE MULTILATERAL SYSTEM**

Rome, Italy, 12–14 July 2023

**INFORMAL MEETING ON DSI/GSD, PAYMENT RATES AND OTHER
RELEVANT ASPECTS OF THE MLS ENHANCEMENT:
FACILITATOR'S SUMMARY TO THE CO-CHAIRS**

Note by the Secretary

1. At its Ninth Session, the Governing Body decided that the process to enhance the functioning of the Multilateral System will be supported by robust regional or interregional consultations and by virtual meetings and/or consultations (including hybrid meetings) as well as by physical meetings which are held in a transparent manner, while decisions would be made at physical meetings.¹
2. The Governing Body requested the Co-Chairs to allow space and facilitate interactions and consultations for building understanding throughout the process; and structure the process so to accord early attention to the key issues such as Digital Sequence Information / Genetic Sequence Data (DSI/GSD), payment rates, and other relevant aspects.²
3. It is within this context that the Co-Chairs convened a physical informal meeting, from 30 May to 1 June 2023, in Prangins, Switzerland, with the generous support of the Government of Switzerland. The Meridian Institute assisted the Co-chairs in facilitating the consultative process prior to and during this gathering.
4. The purpose of the meeting was to provide a platform for participants to informally exchange views on how to address issues of DSI/ GSD, payment rates and other relevant aspects, as part of the package of measures to enhance the functioning of the Multilateral Systems.
5. This document provides the report of the meeting prepared by the facilitator, Meridian Institute, in the language and format in which it was received.

¹ [Resolution 3/2022](#), para. 3.

² [Resolution 3/2022](#), para. 10.

International Treaty on Plant and Genetic Resources for Food and Agriculture

Ad-hoc Open-Ended Working Group to Enhance the Functioning of the Multilateral System

Informal Consultative Process on DSI and Other Key Issues

Prangins, CH | May 30-June 1, 2023



FOREWORD

Meridian Institute is pleased to present the following summary of the meeting in Prangins, Switzerland titled “MLS Enhancement: Informal Consultative Process on DSI and Other Key Issues,” which took place in late May 2023. The Co-Chairs of the Working Group to Enhance the Functioning of the Multilateral System, with the generous support of the Swiss government, convened stakeholders from around the world and diverse sectors to discuss the pressing international issues surrounding the enhancement of the multilateral system (MLS) of the International Treaty on Plant Genetic Resources for Food and Agriculture. Over the course of the week, the group made progress on trust-building and mutual understanding on key issues (DSI, expansion of Annex I and payment models) to promote the success of the MLS.

The meeting was held under Chatham House rules. This document was neither drafted by consensus nor adopted by the participants. It represents Meridian’s best understanding of the conversations that took place. It is necessarily incomplete and seeks only to shed light on general topics discussed. The statements here should not be interpreted as the Co-Chairs’, the Secretariat’s or specific participant’s point of view. This document may be freely shared and ideas in it may be used without citation. We welcome discussion about this document, and we are excited to continue our work on this important topic over the coming months.

Sincerely,

A handwritten signature in black ink, appearing to be the letter 'B' with a horizontal line above it, likely representing Todd Barker.

Todd Barker
Chief Executive Officer, Meridian Institute

DISCLAIMER

The document below is intended to summarize the meeting held in Prangins, CH from 30 May 2023 – 1 June 2023. It is not meant to serve as a summary of comprehensive consultations. Due to limitations of time prior to the meeting, we did not consult with all members of the ad hoc Open-Ended Working Group nor some relevant stakeholders and interested parties. As a result, this summary does not reflect the full range of views related to digital sequence information and other key issues; citations do not reflect the breadth of literature and research about the subject. It is acknowledged that the Governing Body of the Plant Treaty has not yet decided on the official terminology for digital sequence information / genetic sequence data, and that there is not yet a globally agreed definition of the terms.

This document includes observations of what occurred at the meeting from the viewpoint of the Meridian Institute team. In drafting this document, we summarized conversations without attribution, while pulling out key themes, insights, trends, and areas of disagreement.

ACKNOWLEDGEMENTS

The Meridian Institute team would like to express our deepest appreciation to the Secretariat of the International Treaty on Plant Genetic Resources for Food and Agriculture. In particular, we would like to acknowledge the work of Vanessa Taranto for her efforts to coordinate logistics and travel of the participants. We would also like to extend gratitude to the Co-Chairs of the ad hoc Open-Ended Working Group, Sunil Archak and Michael Ryan. We would also like to thank François Pythoud and Dominic Hofstetter for their help in facilitating the meeting. Finally, we would like to thank the Government of Switzerland for their warm hospitality. The views of the report are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by the Secretariat or the Co-Chairs.

ABOUT MERIDIAN INSTITUTE

Meridian institute is a mission-driven, non-profit organization that has helped our clients and partners develop and implement solutions to complicated, often controversial problems—big and small, global and local—for over two decades. We do this with an innovative approach that brings together three elements: our deep understanding of the issues at hand, as well as the people, politics, and power dynamics that surround them; our dedicated, expert team; and our ability to foster constructive discussions, manage decisions, and support actions that shape the world for the better. We work not only to shape meaningful consensus and action in the near term, but also to build our partners' capacity for cooperation that often continues for years, even decades.

We focus on five key services: collaboration, implementation, strategy, research, and philanthropic support. We bring our skills to bear on a diverse range of issues, including environment & natural resources, climate change, agriculture & food systems, forests, health, oceans & coasts, resilience, science & technology, and water. Across issues, boundaries, and systems, our work is a catalyst for powerful impact.

Report Authors:
Julian Portilla
Lily Weissgold

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EXECUTIVE SUMMARY

The meeting was structured around three hotspot issues. These issues—DSI, Annex I expansion, and payment models—are the core issues for contracting parties of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA or the Treaty) to discuss for enhancement of the Multilateral System for access and benefits-sharing.

Key Highlights

DSI

- DSI is critical for plant breeding and, while not unanimous, most participants of the meeting felt that the commercial use of DSI should trigger monetary benefit-sharing under the Treaty to capture benefits from the commercial use of MLS-derived DSI.
- There were two dominant views on whether and how to define DSI.
 - If parties to the Treaty wish to define DSI, they should undertake to define DSI using narrower and more commonly understood terminology, perhaps considering it associated information to PGRFA or as only Genetic Sequence Data.
 - Investing further time and effort to define DSI is unlikely to yield results. The Treaty should emulate the other DSI-related instruments and commence work without a precise definition for DSI. Time would be better spent on clearly establishing the conditions that would trigger benefit sharing obligations. The GB should only return to the question of a definition if required for implementation or finalization.
- The fact that CBD has already committed to establishing an MLS for DSI has two primary implications for the Treaty:
 - The first is that the Treaty must decide if it prefers that CBD capture all DSI-related benefits or if it wishes to attempt to capture benefits from Annex I-derived DSI to fund Treaty objectives.
 - The second is that the problem of “leakage” is all but solved by the CBD COP15 decision on DSI. Any Treaty MLS-derived DSI used for non-food and agricultural purposes would be captured by the CBD. Also, any PGRFA DSI not governed by the MLS would likewise be captured by the CBD.
- Interactions with other mechanisms
 - CBD, WHO and UNCLOS will each define measures to deal with relevant DSI. These instruments could either create a unified DSI system to share benefits or they could each create their own mechanism and seek to harmonize and align the mechanisms to minimize or eliminate duplication, confusion, avoidance and forum shopping.
 - The instruments should create a formal group to collaborate on DSI-related issues. The group could be inter-secretarial only, or it could include cross-instrument stakeholder participation.

Annex I Expansion

- Expansion of Annex I is critical to the fulfillment of the objectives of the Treaty.
- Participants generally agreed that the principle of full expansion was desirable. However, for several reasons—including the levels of current monetary benefit sharing—full expansion is politically challenging and therefore gradual expansion appears more likely. However, because the current format of the Treaty requires ratification of any amendment to the Treaty (such as an expansion of the annex), gradual expansion is highly impractical.

- Participants therefore discussed ideas to decouple gradual expansion from repeated ratification. Such approaches could facilitate the adoption of the principle of full expansion while allowing countries sufficient controls over what to add and in what time period.
- Stakeholders could play an important role in determining what materials to add to the MLS.

Payment Models

- The subscription model remains attractive for its relative simplicity and legal certainty. Payment rates were not discussed at the meeting, but participants felt that with further discussions with industry, agreement could be reached eventually.
- The single access model (as described in the 2019 enhancement package proposal) should be interpreted as a placeholder meant to provide broad access to private sector actors, ensuring a means of participation for those who might not be interested in the whole MLS catalogue or who may not be able to afford a complete subscription. Participants discussed such solutions as 'exemption criteria' or 'single crop access' or subscription to a single crop rather than the whole system.
- Countries can play an important role in voluntary or subscription payments either by paying for the subscription rates of national industry or by partially subsidizing their subscription costs. Countries would be free to recover the costs of the payments to the MLS from their industry.
- Participants felt an "all of the above" approach, in effect diversifying funding streams, could be a useful approach to funding benefit sharing at the levels necessary for the conservation and sustainable use of PGRFA.

INTRODUCTION

The Treaty Governing Body, at its Ninth Session, decided to re-establish the Ad Hoc Open-ended Working Group to Enhance the Functioning of the Multilateral System (Working Group), to finalize the enhancement process by its Eleventh Session in 2025. It also decided that the process would be supported by virtual, hybrid, and physical meetings. The Governing Body requested the two Co-Chairs to allow space and facilitate interactions and consultations for building mutual understanding throughout the process; and to structure the process to accord early discussion of the key issues of DSI, Annex I expansion, and payment models. It is within this context that Meridian Institute was asked to assist the Co-Chairs in convening a meeting in Prangins, Switzerland.

This meeting, hosted by the Swiss government and convened by the Co-Chairs of Working Group, was intended to do the following things:

- Create a shared understanding of DSI and other key issues in the context of the MLS enhancement process;
- Build trust and goodwill between contracting parties and stakeholders of the Treaty;
- Advise the Co-Chairs on their process for engagement and negotiation through GB11.

The meeting was structured around three hotspot issues: DSI, Annex I expansion, and payment models. The meeting was an opportunity to engage in informal discussion before the open-ended Working Group meeting in July and the tenth Governing Body (GB) meeting in November. This document describes the conversation and key takeaways from each hotspot issue as well as enabling measures to help build an enhancement package and finally, process recommendations for the Co-Chairs. A separate document that outlines issues for further discussion by the OEWG and during the GBs is provided in an annex.

HOTSPOT 1: DSI

During GB8, DSI was one of the main hurdles to the discussion of the enhancement measures for the MLS. Participants in Prangins spent a considerable amount of time discussing DSI and its importance to the Treaty. The topics discussed on DSI at the meeting included: how the (lack of) definition of DSI would affect the Treaty; the relative merits of including DSI within the Treaty; if and how ‘single access’ could account for DSI; and what measures if any should be taken for those who access MLS-derived DSI but not the physical GR. This section also discusses ideas for how the Treaty could engage other international instruments on DSI.

1) **Definition of DSI.** There were two dominant views on whether and how to define DSI:

Some thought it was necessary to define DSI because it would clarify the scope of what is included in the MLS and what counts as use. They also felt that if it were to be defined, it should be done based on something more tangible and relevant to plant breeders such as Genetic Sequence Data (GSD) which would be more straightforward to define. Others felt that information ‘associated’ with PGRFA already includes DSI.

Others preferred not to invest more time in defining DSI and cited three reasons why: DSI is associated information of genetic resources and as such it is already included

implicitly in the Treaty. Additionally, other instruments like CBD have language about associated information that can be interpreted as inclusive of DSI. Secondly, neither BBNJ nor CBD have defined DSI in their texts and each maintain the “placeholder” language of DSI. Therefore, the Treaty could follow suit and focus its efforts instead on clearly defining the conditions under which users, especially industry, would be obliged to share monetary benefits. And finally, some pointed out that previous efforts at defining DSI have been fruitless and felt that investing more time in attempting to define DSI would be unwise. There was general recognition that there may come a time in the future when defining DSI is prudent.

- 2) Inclusion of DSI in the MLS.** Discussions on this topic focused on whether the Treaty should rely on the CBD to seek benefits from MLS-derived DSI or if it should establish its own DSI benefits sharing mechanism. Whether they viewed DSI as information intrinsically associated with GR or something distinct from the GR in the MLS, everyone agreed that DSI is critical to the future of plant breeding. Benefits derived from plant breeding will rely heavily on DSI. Even those who do not currently use DSI in their practices emphasize the importance of capacity-building to use it to accelerate the ability to solve breeding challenges in their respective countries and regions. Given the effort to establish a multilateral benefit-sharing system derived from the use of DSI at the CBD, the question before the Treaty is substantially different than in 2019. The question is no longer,

*should the Treaty include DSI? but rather,
should the Treaty rely on the CBD to collect all benefits derived from MLS-derived DSI?*

There are pros and cons to leaving the DSI discussion to the CBD. On the positive side, a single DSI regime avoids the potential confusion derived from multiple DSI regimes (Treaty, CBD, UNCLOS, WHO/PIP) —and potential avoidance or forum shopping if the instruments were misaligned.

However, the objectives of the Treaty are specific to PGRFA and participants at the meeting felt strongly that benefits captured from MLS-related DSI should be channeled towards those objectives directly. Therefore, most but not all participants supported a Treaty-specific DSI benefit-sharing regime.

Those not in favor believe that doing so could have negative impacts on open access to DSI thereby hindering innovation. There were also concerns about how such a regime would change industry obligations to benefit sharing. These concerns would apply to the CBD decision on DSI as well.

- 3) ‘Single access’ and DSI. The single access proposal should be reconceived as a single resource subscription.** In the 2019 package of enhancement measures, maintaining the single access model was a means to attract those companies that either would not be interested in the whole catalogue of the MLS or for whom the cost of a subscription would be prohibitive. However, the single access model is complicated and unlikely to attract its intended users. Further, it is not clear how DSI could be accounted for in this model. Some participants suggest that a more useful reframe of the single access model is to ask, *what exceptions to the subscription system do there need to be to attract the broadest range of industry players?* Once reframed,

participants suggested considering a single resource subscription rather than a single access or a subscription to the whole system.

- 4) **DSI-only users.** It is not yet clear how to establish measures that would account for actors who wish only to access MLS-derived DSI without accessing MLS physical GR. However, participants were most interested in enhancing the MLS with a typical user in mind. While many felt that it was important to acknowledge that there will be those who will avoid the system and those whose use will fall outside of the Treaty parameters, they also noted that the MLS should not be designed with the avoiders in mind. Instead, there is a need to design a system for those who will use it. Rather than try to capture benefits from every category of user, the system should prioritize ensuring easy access to data and materials coupled with establishing a simple way to share benefits. Additionally, the system developed should not hinder research on PGRFA from other sectors—if PGRFA data is critical for health-related research, for example, the system built should support that use (and rely on another instrument to capture benefits appropriately). Given that those interested only in MLS-derived DSI will be the minority (rather than physical GR), it is less important to capture benefits from them than those interested in participating in and supporting the system overall.

Intersections with other DSI-related instruments. Benefit-sharing from the use of DSI is a hot topic at fora beyond the Treaty. These include the CBD, the World Health Organization (WHO) and the UN Convention on the Law of the Sea (UNCLOS) Biodiversity Beyond National Jurisdiction (BBNJ) provisions. Largely, the scientific community uses DSI in aggregate, downloading it from databases in sets of hundreds of thousands or millions of datapoints. At present, it can be challenging for scientists to tell where the information they use comes from and therefore what instrument the information falls under. For this reason, participants at the meeting were briefed on DSI-related developments at the CBD, BBNJ and the WHO, a small summary of each is below. In addition, participants discussed how the Treaty might interact with these other instruments when it comes to DSI and the need for simplicity and mutual compatibility in whatever solution is reached.

Other instruments dealing with DSI include:

CBD. The CBD's, Montréal-Kunming Global Biodiversity Framework (GBF) was agreed upon in December 2022. DSI is mentioned in Goal C and Target 13 of the GBF. The Treaty ABS system is a complimentary indicator target for the Global Biodiversity Framework. Out of COP15 there was also another agreement on DSI specifically, in this agreement parties decided to design a multilateral benefits-sharing mechanism for the use of DSI outside of the already-existing bilateral system for sharing physical genetic resources that exists under the Nagoya Protocol. Importantly, given the scope of the CBD and the Treaty's relationship to the Convention, if parties decide that DSI is out of scope of the Treaty, this means that benefits sharing from its use will fall under the CBD. The CBD text states that it strives for mutual compatibility on DSI with other international instruments.

BBNJ. The recently negotiated High Seas Treaty has 4 sections. 1) Marine Genetic Resources (MGR), 2) Marine Protected Areas, 3) Environmental Impact Assessments, and 4) Capacity Building and Technology Transfer. The relevant section for DSI is the section on marine genetic resources. In the High Seas Treaty text, DSI is seen as distinct from MGR and is referenced but not defined throughout the Treaty. In this forum, DSI is primarily treated as a benefit in and of

itself. At the moment, there is not a lot of profit being generated from materials from the high seas. The initial benefits sharing mechanism of the High Seas Treaty is an agreement wherein developed state parties put an annual sum of money (50% of and in addition to their normal contribution to the running of the Treaty) into a fund to be distributed for capacity building and technology transfer. This initial design is an interim measure to create certainty of benefits upon ratification of the instrument. The Treaty set up an ABS committee who will eventually decide if an alternate benefits sharing model makes sense.

WHO. The WHO is discussing, as a part of its nascent pandemic preparedness instrument, creating a Pathogen Access and Benefit-Sharing System designed to allow for rapid access to pandemic potential pathogens. The proposed system includes pathogen genomic sequences. The benefit-sharing is handled through a Standard Material Transfer Agreement. The WHO is also discussing the One Health framework, which is an “integrated, unifying approach to balance and optimize the health of people, animals and the environment.” The actual scope of One Health, insofar as it relates to benefits-sharing, is unclear. The FAO, the United Nations Environment Programme (UNEP) and the World Organization for Animal Health (WOAH) work alongside the WHO in implementing One Health.

There are a variety of ways that the Treaty might deal with DSI in relation to the other instruments. At minimum, there is a need to have a mutually compatible system with other international instruments.

A Treaty-specific DSI benefit sharing system. Almost all at the meeting felt that the clear direction from CBD’s DSI decision at COP15 opened the door for the Treaty to integrate DSI. They advocated for designing a system with Treaty objectives and users in mind. As one participant put it during a breakout group: “It is important that each instrument maintain its independence. While it may be important, practically speaking, for instruments to develop mechanisms for DSI that are mutually supportive, ultimately there is no legal hierarchy— each instrument can and should decide to do what it views to be the best approach to fulfilling its objectives.” Further, among the international instruments relevant here, the Treaty is the only one with a functioning MLS and the aim at the Treaty is to enhance a multilateral approach to both genetic resources and information. So, if DSI were included in the existing MLS, the system would theoretically be able to confer DSI-related benefits more quickly than a novel mechanism (be it at the CBD or across instruments).

A single, universal system for DSI benefit sharing. Some at the meeting felt that it might be easiest to have one system for DSI ABS that covers all international fora given the trans-instrument use of DSI by researchers and scientists and even industry. In terms of simplicity, one system would allow for greater user and administrative ease. Relatedly, unless the ITPGRFA decides to include DSI in its ABS system, DSI from PGRFA is likely to be interpreted as being included under the COP15 DSI decision. Because collaboration with the CBD is embedded in the Treaty’s objectives, and the need for mutually supportive implementation with the Treaty reflected in various CBD decisions, some discussed that the CBD might serve as the instrument that collects and redistributes DSI-related monetary benefits with an inter-instrument agreement that some portion of these benefits go toward either funding the Treaty BSF or for projects that meet Treaty objectives.

Create a formal group to collaborate across instruments. Regardless of how the Treaty and the CBD treat DSI there is a need to collaborate with UNCLOS and the WHO as all the instruments endeavor to navigate DSI-related ABS. To this end, some participants at this meeting suggested networking and collaboration across sectors, for example through inter-secretarial group on DSI or a cross-instrument stakeholder group on DSI.

HOTSPOT 2: ANNEX I EXPANSION

During the process for enhancing the functioning of the multilateral system leading up to 2019, expansion of Annex I was discussed at great length. The package on the table in 2019 was full expansion of Annex I to all PGRFA (with several safeguards). For a variety of reasons—in particular how expansion of the Annex relates to DSI and benefits-sharing—it was necessary to discuss the expansion of Annex I in Prangins. The discussion on Annex I included: the importance of the expansion of Annex I; addressing the principle of full expansion; exploring the political challenges of full expansion; decoupling expansion from ratification; and the importance of stakeholder engagement.

- 1) The importance of the expansion of Annex I.** There was a great deal of convergence and enthusiasm around why expansion of Annex I was an important goal for the Treaty. People cited the importance of expansion for the Treaty to grow to its full potential; to further advancements of science and the creation of new varieties towards ending hunger; to accelerate the pace to achieve global food security through diversification and new breeds; to address the need to create new varieties for sustainable farming, climate change adaptation and resilience, and related challenges; for its potential to attract new users and catalyze research; and to improve benefit sharing. All at the meeting agreed that expanding the Annex is critical to achieving the objectives of the Treaty. Most felt that, with appropriate benefits sharing, full expansion to all PGRFA should be the goal for the MLS. There are several ways that full expansion might work, but any solution will need to engender trust building.
- 2) The principle of full expansion is desirable but in practice it has political limitations.** At present, many parties feel that full expansion is politically unviable for a variety of reasons including the low level of monetary benefits being shared. Therefore, several ideas were developed as to how the Treaty could enshrine the principle of full expansion while addressing the concerns of states less keen on adding a great deal of new material in the short term.
- 3) Full expansion in principle, gradual expansion in practice.** To address the benefits-sharing related concerns of parties, full expansion in the text would be partial or gradual expansion in practice.
 - Given how countries contribute Annex I crops to the MLS today and given the definitions of what kinds of resources need to be made available, countries will always maintain some level of control over which of their resources are available.
 - Parties' existing control over their resources could be strengthened with the design of exclusion criteria even as the Annex expands (for example, exclude culturally sensitive materials or critical Indigenous materials, exclude PGRFA that is yet undiscovered until a state can determine what to do with it, endemic materials, etc.). Some of these or similar criteria were part of the June 2019 draft package of measures.

- Notions of ‘partial expansion’ range from adding a few more crops to building a system that has a ratcheting mechanism for predictable and long-term expansion of the Annex. Whatever system is proposed needs to be flexible enough to allow for countries to add more information over time.
- 4) It is possible to decouple expansion from repeated ratification.** If a gradual approach towards full expansion were adopted, in its current form, each time Annex I was expanded, all contracting parties would need to re-ratify the (amended) Treaty. This is impractical at best, so participants suggested two alternatives:
- Remove Annex I from the Treaty text (some suggested the crop list could appear in the SMTAs for example). This would require a one-time process of national re-ratification but subsequent changes to the crop list would not.
 - Create a nationally determined contributions scheme, like that of the Paris Agreement, where parties write national plans on how they will include their genetic resources in the MLS.
- 5) There is a need for greater stakeholder engagement in determining which crops to facilitate access.** We heard many times throughout the meeting that there needs to be a concerted effort in engaging stakeholders and users of MLS material in determining which crops get added to the Annex (or whatever aspect of the Treaty the list is kept). The group also advocated for looking at the crops that generate the most profit, and the crops desired most by industry for new research to determine what to add to the Annex. Participants also spoke about looking at the data used by public sector research institutions and to consider adding crops of potential climate resilience importance into the Annex as well as those that are important to food security.

HOTSPOT 3: PAYMENT MODELS

In the package brought forth in 2019, the enhancement measures included creating a subscription system for access to the MLS, while keeping a single access option. During this meeting, participants discussed the benefits of a subscription model; the feasibility of the single access option, particularly as it relates to DSI; the need to facilitate fair and reasonable access; and how countries might be able to financially contribute.

- 1) The subscription model is attractive for its relative simplicity and legal certainty.** The system, even if it is simple in design, will not confer benefits if rates are seen as unreasonable. Therefore, rates need to be set at a level that will attract the largest base of users. For those interested in more than a single crop, rates should be set in such a way that makes subscription financially attractive.
- 2) Access, use and the means to contribute monetary benefits should be as open to as many actors as possible.** Whether this means maintaining the single access provision or shifting to another exemption model, the group agreed that entities and businesses of all sizes need to be able to access the MLS. Further, some advocated for doing away with single access entirely— noting that it was administratively complicated. It also became apparent throughout the meeting that the term ‘single access’ is confusing and cannot logically apply to DSI use. However, most of the group generally agreed on the importance of the intended purpose

of the single access option— to ensure a means of sharing benefits in exchange for access and use of genetic resources. Given the limitations mentioned above of the single access approach, participants discussed such solutions as ‘exemption criteria’ or ‘single crop access’ or subscription to a single crop rather than the whole system.

- 3) Countries can play an important role in voluntary or subscription payments.** The interim solution at BBNJ to ABS illustrates the role that countries could play in contributing to the benefit sharing fund. Countries could subscribe on behalf of their businesses or voluntarily pay into the benefit-sharing fund (BSF). It’s also possible that countries could contribute to the BSF during an interim period while the subscription system is being piloted like the solution developed for BBNJ. There was recognition that entities beyond individual businesses should be able to subscribe on behalf of their constituents. Whether this is a country subscribing on behalf of their industry or an association subscribing on behalf of their members, subscription should be flexible enough to allow for innovative arrangements. However, some pointed out that one of the important principles of benefit sharing is to ensure private sector financial participation in promoting sustainability. They suggested that if a government were to pay for the subscription of its industry, then rather than get their whole subscription paid for, industry in that country could instead get a discounted rate on their subscription.

A NOTE ON THE ENHACEMENT “PACKAGE”

The goal of the Open-Ended Working Group is to come to GB11 with a package of measures for enhancing the functioning of the MLS. This package will include but is not exclusive to the hotspots discussed above. In addition, each of the hotspot issues cannot be solved without discussing how they relate to each other. We discussed the interrelatedness of the hotspots in some detail at the meeting, and in the text above some of the ways that they connect are mentioned. Another salient point on creating a successful package from the meeting is the need for enabling measures. Enabling measures are understood as actions that would not be legally codified into the revised SMTA or the amended Annex I but rather conditions that an enhanced system should meet so that it can be as successful as possible. Enabling measures discussed during Prangins include trust building elements; compliance mechanisms; simplicity; and mutual supportiveness and compatibility with other international instruments.

PROCESS RECOMMENDATIONS

Given the outcome of our meeting, Meridian sees that the following steps might be beneficial for the Working Group to undertake.

- **Convene regional debriefs.** We recommend that representatives from regions and stakeholder groups, along with the Co-Chairs, take the key takeaways from this meeting and share them within their own region/stakeholder group. This should help every party and stakeholder feel that they have an understanding of and ownership over the Working Group outcomes.
- **Use GB10 as a way to agree on more than process.** We have seen through this meeting that there may be some areas of convergence that can be formally agreed upon at GB10. We propose that the Co-Chairs recommend agreement on two things for GB10: that the Treaty adopt measures to include DSI in the MLS in some way and that Annex I should be expanded with the explicit goal to achieve with full expansion while allowing for a gradual approach in practice.

- **Plan for two to four more OEWG meetings between GB 10 and 11.** The OEWG has a unique opportunity to generate consensus for the enhancement of the MLS system. Parties need time to further engage one another to resolve the outstanding issues.
- **Have a high-level ministerial segment at GB11.** Having ministerial-level buy in on enhancement measures, particularly benefits sharing from the use of DSI, is critical to a successful MLS in the long-run. Participants suggested trying to convene a ministerial-level segment at GB11 to finalize the enhancement measures.
- **Coordinate between secretariats.** This was discussed throughout the meeting and is explained in great detail above. One additional salient suggestion was to convene an inter-instrument secretariat side event or meeting on DSI during CBD COP16.