

November 2003



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Unidas
para la
Agricultura
y la
Alimentación

Item 6 of the Draft Provisional Agenda

COMMISSION ON GENETIC RESOURCES FOR FOOD AND AGRICULTURE

WORKING GROUP ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE

Second Session

Rome, 5 – 7 November 2003

PROGRESS REPORT ON THE GLOBAL CROP DIVERSITY TRUST¹

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¹ Originally known as the “Global Conservation Trust”; the name, “Global Crop Diversity Trust”, is used in all cases throughout this report, including in the annexes.

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Introduction

1. The Ninth Session of the Commission on Genetic Resources for Food and Agriculture (14-18 October 2002) was informed of “the joint efforts of FAO and the CGIAR to establish a Global Crop Diversity Trust, to provide, in perpetuity, a flow of funds for *ex situ* conservation by national and international institutions, and for relevant capacity-building. The Trust would operate in the framework of the International Treaty [on Plant Genetic Resources for Food and Agriculture], and be an essential element of its funding strategy established by Article 18. The overall policy guidance for the Trust would come from the Governing Body of the Treaty.

2 “This initiative was universally appreciated and supported, and appeals were made to donors to assist in the establishment of the Trust. The Trust would, it was hoped, attract new and additional funds from a wide-range of donors. The Commission stressed the need for the Governance of the Trust to work in a transparent and efficient manner, as proposed, and *requested* progress regarding the Trust to be reported at sessions of the Inter-governmental Technical Working Group on Plant Genetic Resources”.²

3. The present report responds to that request.

Progress since the Ninth Session of the Commission

4. The Ninth session of the Commission was informed that FAO and IPGRI, on behalf of Future Harvest Centres of the Consultative Group on International Agricultural Research (CGIAR)) were seeking to establish a panel of leading experts, representing different stakeholder groups, by the end of 2003, and that this Panel would determine the preferred legal status, governance and financial mechanisms for the Trust.³

5. Following extensive consultations with a wide range of stakeholders, The Directors-General of FAO and IPGRI acting on behalf of the Future Harvest Centres of the CGIAR established a *Panel of Eminent Experts for the Establishment of the Global Crop Diversity Trust* in early 2003. The Terms of Reference of the Panel are in *Annex I*; the membership of the Panel is in *Annex II*.

6. The Panel is serviced by a small interim secretariat, under an Interim Executive Secretary appointed by the Director-General of FAO, and housed in the FAO Plant Production and Protection Division. Both FAO and IPGRI continue to provide a wide range of expertise, services and support to the work of the Panel and the Trust initiative generally, including its fund-raising activities. Since its establishment, it has held two meetings, the first from 25-26 February 2003 (the report is in *Annex III*), and the second from 2-4 October 2003 (the report is in *Annex IV*).

7. There has been considerable favourable media coverage of and support for the Global Crop Diversity Trust initiative, in the period since the Ninth Session of the Commission, and there have been a number of public statements of support. In addition to the decision by the Johannesburg World Summit on Sustainable Development in August 2002 to include the Trust as a “Type II Outcome”, that is, a public/private partnership, the G8 Summit in June 2003, in its Science and Technology for Development Action Plan, committed itself to “promote the conservation and sustainable use of genetic resources for food and agriculture” and, in particular, to “support efforts to ensure funding for genetic resources conservation in the framework of the priorities set up by the Food and Agriculture Organisation Commission on Genetic Resources”.

² Document CGRFA-9/02/REP, *Report of the Ninth Session of the Commission on Genetic Resources for Food and Agriculture*, para. 49 and 50.

³ Document CGRFA-9/02/REP, para. 9.

8. Fund-raising activities have also continued. At the time of the Panel's Second Meeting in early October 2003, US\$32.5 million had been committed and a further US\$60 million was under consideration, by various public and private sector donors. The Panel considers that the target of raising US\$100 million in commitments and firm pledges by the end of 2003 still appeared to be achievable.

9. Consultations with a wide range of stakeholders were undertaken in the period before the Panel's second meeting, at which it took important decisions regarding the institutional structure of the Trust, so as to obtain the views of the widest possible body of opinion. In particular, a briefing session for the Group of 77 was held in FAO, on 29 September 2003, and the Panel met with a number of actual and potential donors from both the public and private sectors, on 1 and 2 October 2003, immediately preceding its second session. (Participants in this meeting are listed in *Appendix 1 to Annex IV*.)

10. At its Second Meeting, the Panel, in accordance with its Terms of Reference, took a number of major decisions.

- It unanimously adopted the *Constitution of the Global Crop Diversity Trust* (*Appendix 2(ii) to Annex IV*);[♦]
- It decided that the Trust will be established as an independent international fund, and for that purpose prepared an *Agreement for the Establishment of the Global Crop Diversity Trust*, to which the Constitution is annexed as an integral part (*Appendix 2(i) to Annex IV*);[♦]
- It decided that the Trust, on its establishment, will enter into a Relationship Agreement with the Governing Body of the Treaty, in order to provide for the necessary institutional arrangements. The Panel accordingly prepared such a *draft Relationship Agreement with the Governing Body of the Treaty* (*Appendix 2(iii) to Annex IV*)

11. The Panel has formally conveyed these documents to the Directors-General of FAO and of IPGRI, acting on behalf of the Future Harvest Centres of the CGIAR. It has requested the Director-General of FAO, who is the Depository of the *Agreement for the Establishment of the Global Crop Diversity Trust*, to convey the *Agreement*, with the annexed *Constitution of the Global Crop Diversity Trust*, to all Members of the FAO and to any States that are not Members of FAO but are Members of the United Nations or any of its specialized agencies or the International Atomic Energy Agency, and to invite them to sign, or in due course accede to the *Agreement for the Establishment of the Global Crop Diversity Trust*. The Panel has further requested the Directors-General of FAO and IPGRI to recommend to all States that they sign or accede to the *Establishment Agreement*, so that the Global Crop Conservation Trust may be begin to function, and to appeal to all potential donors—from both the public and private sectors throughout the world—rapidly to make available the substantial financial resources that will be needed.

12. The Panel has also taken a number of decisions regarding the Interim period until the Trust has been formally established and the Executive Board has held its first meeting—currently envisaged to take place in June 2005. Noting that funds that may be used immediately have already been received from some donors, the Panel decided to assume the roles and responsibilities foreseen for the Executive Board in the Establishment Agreement and the Constitution of the Trust, on an interim basis until the formal establishment of the Trust and the first meeting of the Executive Board. In this capacity, it would, *inter alia*, and as appropriate, initiate the disbursement of funds when this became possible, in accordance with the objectives of the Trust's Constitution. It is anticipated that the first disbursements will be made in 2004. An

[♦] The Agreement for the Establishment of the Global Crop Diversity Trust, and the Constitution of the Global Crop Diversity Trust are subject to clearance by FAO.

Interim Donors' Council will be established to exercise the powers of the Donors' Council provided for in the Constitution of the Trust. Pending the entry into force of the International Treaty and the convening of the first session of the Governing Body, the overall policy guidance to be provided by the Governing Body to the Trust will be provided by the Commission on Genetic Resources for Food and Agriculture.

13. The Panel has informed the Director-General of FAO and IPGRI of these decisions, and has requested them to make practical arrangements to facilitate this work.

14. The future work plan of the Commission is given in *Appendix 3) to Annex IV*. Progress in the further development of the Global Crop Diversity Trust will be reported to the Commission at its Tenth Regular Session, to further meetings of the Commission acting as Interim Committee for the Treaty, and in due course to the Governing Body of the Treaty.

**TERMS OF REFERENCE OF THE INTERIM PANEL OF EMINENT EXPERTS
FOR THE ESTABLISHMENT OF THE GLOBAL CROP DIVERSITY TRUST**

Terms of Reference of the Interim Panel of Eminent Experts

The terms of reference of the Interim Panel of Eminent Experts will be to prepare for and oversee the establishment of the Global Crop Diversity Trust, and, in particular, to:

1. Review options for and decide upon the preferred legal status of the Global Crop Diversity Trust;
2. Establish a governance constitution and financial mechanisms for the Trust;
3. Identify relevant interest groups and stakeholders.
4. Consult relevant organizations and countries regarding the location of the Global Crop Diversity Trust, and make appropriate arrangements;
5. Perform other functions as may be necessary to ensure the smooth establishment of the institutional mechanisms of the Global Crop Diversity Trust and the smooth transition from the Interim Panel of Eminent Experts to the final institutional mechanisms decided upon;
6. Define a fund- raising strategy and Oversee and carry out fundraising activities for the Global Crop Diversity Trust, pending the establishment of the permanent governance mechanisms of the Global Crop Diversity Trust;
7. Define eligibility criteria for funding the genebanks' crop diversity collections for consideration by the Board of Trustees;
8. When adequate funds become available, the Panel may receive and consider requests for support of activities relevant to Trust objectives. The level of these funds can be decided by the Panel;
9. Report to the Commission on Genetic Resources for Food and Agriculture and its Intergovernmental Working Group on Plant Genetic Resources for Food and Agriculture;
10. Establish a work plan for action.

MEMBERS OF THE INTERIM PANEL OF EMINENT EXPERTS

- Fernando Gerbasi (*Venezuela*) – IPEE Chair
Ambassador, Chair of the Interim Committee for the implementation of the International Treaty on Plant Genetic Resources
- Andrew J. Bennett (*UK*)
Executive Director, The Syngenta Foundation for Sustainable Agriculture, Switzerland
- Lukas Brader (*the Netherlands*)
Former Director-General, International Institute of Tropical Agriculture (IITA), Nigeria
- Lewis Coleman (*United States*)
President, Gordon and Betty Moore Foundation, USA
- Tewolde Gebre Egziabher (*Ethiopia*)
General Manager, Environmental Protection Authority, Ethiopia
- Walter Fust (*Switzerland*)
Ambassador, Director-General, Swiss Agency for Development and Cooperation, Switzerland
- Geoffrey C. Hawtin (*UK/Canada*) *Ex Officio*
Interim Executive Secretary, the Global Crop Diversity Trust
- Chebet Maikut (*Uganda*)
President, Uganda National Farmers Federation (UNFFE)
Chair, Committee on Science and Technology, International Federation of Agricultural Producers (IFAP)
- Mohammad H. Roozitalab (*Iran*)
Deputy Director-General, Agricultural Research and Education Organization, Iran
Chairman, Global Forum on Agricultural Research (GFAR)
- Setijati Sastrapradja (*Indonesia*)
Senior Scientist, Indonesian Institute of Sciences, Indonesia
- Ismail Serageldin (*Egypt*)
Director, New Library of Alexandria, Egypt.

Annex III

**REPORT OF THE FIRST MEETING OF THE
INTERIM PANEL OF EMINENT EXPERTS FOR THE ESTABLISHMENT
OF THE GLOBAL CROP DIVERSITY TRUST
Rome, 25-26 February 2003**

The Interim Panel of Eminent Experts for the Establishment of the Global Crop Diversity Trust held its first meeting in IPGRI, Rome, from 25 -26 February 2003.

The following Members of the Panel were present:

Fernando Gerbasi, Ambassador,
Chairman of the Interim Panel of Eminent Experts
Lukas Brader, Director-General, International Institute
of Tropical Agriculture (retired)
Tewelde Berhan Gebre Egziagher, General Manager,
Environmental Protection Agency, Ethiopia
Geoffrey Hawtin, Director-General, International Plant Genetic Resources
Institute and designated Interim Executive Secretary of the Global Crop
Diversity Trust
Chebet Maikut, Chair of the Committee on the Science and Technology
of the International Federation of Agricultural Producers
and President of the Uganda National Farmers' Federation
Mohammed Roozitalab, Chairman, Global Forum for Agricultural Research and
Deputy Director-General, Agricultural Research and Education Organization,
Islamic Republic of Iran
Setijati Sastrapraja, Senior Scientist, Indonesian Institute of Sciences

Members of the Interim Panel of Eminent Experts, who were unable to attend, sent their regrets:

Lewis Coleman, President, Gordon and Betty Moore Foundation
Walter Fust, Ambassador, Director General,
Swiss Agency for Development and Cooperation
Ismail Serageldin, Director, Library of Alexandria, Egypt
Richard Sykes, Rector, Imperial College of Science, Technology and Medicine,
London, United Kingdom

Mahmoud Solh, Director, Plant Production and Protection Division, FAO attended the meeting as observer. The Secretary of the Commission on Genetic Resources for Food and Agriculture acting as Interim Committee for the Treaty, José Esquinas-Alcázar, also attended.

Introduction

The Chairman welcomed the participants and noted the importance of the first meeting of the Interim Panel and that, in accordance with its mandate, the aim of the meeting was to set in process the development of the key elements needed for the establishment of the Global Crop Diversity Trust. Louise O. Fresco, Assistant Director-General, Agriculture Department, FAO, welcomed the participants on behalf of the Director-General of FAO and stressed the importance of the work of the Panel for sustainable food security and agricultural development, and the funding strategy of the International Treaty on Plant Genetic Resources for Food and Agriculture, of which the Trust was to be an essential component.

The Panel took the following decisions.

Legal Status

- The Global Conservation Trust should take the form of an International Organization, rather than be established as an institution under national law.
- The Interim Executive Secretary was requested to arrange for the preparation, in consultation with the FAO Legal Counsel, of two draft documents, for circulation before the next Panel meeting:
 - Agreement by which countries would establish the Global Conservation Trust as a new International Organization, including the Constitution of the Trust.
 - Association Agreement with FAO, under Article XIII, 3 of the FAO Constitution.
- The wording in the decisions of the Commission on Genetic Resources for Food and Agriculture should be used where appropriate.

Governance

- The draft Constitution should reflect the following:
 - An Executive Board given, inter alia, the authority to:
 - Establish such technical advisory arrangements as it may need.
 - Establish such subsidiary bodies as it may need, including, amongst others, a financial management committee, a financial campaign committee, and an advisory committee or equivalent.
 - Make arrangements for the functioning of its Secretariat, including its location
 - Adopt and amend criteria for making grants.
 - The Executive Board may make arrangements with an international funding institution or institutions to hold moneys, and may establish charitable organizations under national jurisdictions to provide donors with tax deductibility, on a case-by-case basis.

Consultations with stakeholders

- A meeting with key donors to sound out their opinions of the Legal Status and Governance proposals could be held, after the second meeting of the Panel.

Interim Arrangements

- The appointment of Mr. Geoff Hawtin as Interim Executive Secretary of the Trust was welcomed.
- He was requested to:
 - Consult IFAD, and if necessary other international organizations, and make arrangements to accept funds from donors on an interim basis, and report to the next Panel Meeting.
 - Revise the Draft Interim Policy for Soliciting and Accepting Donations, and circulate the draft to the Panel.
 - Investigate possible names to replace the current name, Global Conservation Trust; the Panel decided to consider this at its next meeting.

Date and Place of the Second Meeting

- The second meeting of the Panel would be held in Rome in the period between 1 and 11 July 2003. The Interim Executive Secretary was requested to fix the precise dates as soon as possible, and inform the members of the Panel.

**REPORT OF THE SECOND MEETING OF THE
INTERIM PANEL OF EMINENT EXPERTS FOR THE ESTABLISHMENT
OF THE GLOBAL CROP DIVERSITY TRUST
Rome, 2-4 October 2003**

The Interim Panel of Eminent Experts for the Establishment of the Global Crop Diversity Trust held its second meeting in FAO, Rome, from 2-4 October 2003.

The following Members of the Panel were present:

Fernando Gerbasi, Ambassador,
Chairman of the Interim Panel of Eminent Experts
Andrew Bennett, Executive Director, Syngenta Foundation
Lukas Brader, Director-General, International Institute
of Tropical Agriculture (retired)
Lewis Coleman, President, Gordon and Betty Moore Foundation
Tewelde Berhan Gebre Egziagher, General Manager,
Environmental Protection Agency, Ethiopia
Walter Fust, Ambassador, Director General,
Swiss Agency for Development and Cooperation
Geoffrey Hawtin, Interim Executive Secretary,
Interim Panel of Eminent Experts and Panel Member, *ex officio*
Chebet Maikut, Chair of the Science and Technology Committee of the
International Federation of Agricultural Producers and President
of the Uganda National Farmers' Federation

Members of the Interim Panel of Eminent Experts, who were unable to attend, sent their regrets:

Mohammed Roositalab, Chairman, Global Forum for Agricultural Research
and Deputy Director-General, Agricultural Research and Education
Organization, Islamic Republic of Iran
Ismail Serageldin, Director, Library of Alexandria, Egypt
Setijati Sastrapraja, Senior Scientist, Indonesian Institute of Sciences

Mahmoud Solh, Director, Plant Production and Protection Division, FAO, and Emile Frison, Director-General, IPGRI, attended the meeting as observers. The Secretary of the Commission on Genetic Resources for Food and Agriculture acting as Interim Committee for the Treaty, José Esquinas-Alcázar, also attended.

Introduction

Louise O. Fresco, Assistant Director-General, Agriculture Department, FAO, welcomed the Panel on behalf of the Director-General, noted the importance of its work for food security and agricultural development, and wished it success in its important deliberations.

The Chairman welcomed participants. He informed them that Sir Richard Sykes had resigned, due to pressure of work. The Panel recorded a vote of thanks for his work on the Trust and noted that Andrew Bennett had been invited to join the Panel in his place.

Report on consultations with stakeholders

The Chairman informed the Panel that, on 29 September 2003, the Group of 77 in FAO had been briefed on developments regarding the Trust, and expressed its support for the initiative.

On 1 and 2 October, the Panel had met with a wide range of donors and potential donors, from both developing and developed countries, representing both the private and public sectors, and had invited their opinion and advice regarding the formal establishment of the Global Crop Diversity Trust, and on the proposed interim arrangements for the period before the Trust is formally established. The participants in this meeting are listed in *Appendix 1*. A very useful and constructive dialogue had taken place.

The Chairman also noted that comment on the documents before the Panel had been received from absent Panel Members, and from a wide range of other stakeholders. It was important that, in finalizing the various documents before the Panel, all relevant opinions be given due consideration.

Update on fundraising

The Panel was informed that, to date, \$32.5 million had been committed and a further \$60 million was under consideration, by various public and private sector donors. The Panel was pleased to learn that the target of raising \$100 million in commitments and firm pledges by the end of 2003 still appeared to be achievable. It stressed the importance of also promoting wide public understanding and support for the Global Crop Diversity Trust, and requested all Members of the Panel to hold themselves available to assist in the fundraising and public information activities, as appropriate.

Approval of the governance instruments

a. Constitution

The Panel considered the draft Constitution of the Trust. It noted that the text had been seen by and discussed with a wide range of stakeholders, and had met with general support. It reviewed and amended this text, and, in accordance with its mandate, approved the Constitution of the Global Crop Diversity Trust.

b. Establishment Agreement

The Panel considered that the Trust should be established as an independent international fund, and reviewed a draft Establishment Agreement, which States would be requested to sign or in due course accede to, for this purpose. It approved the Establishment Agreement, and decided that the Constitution of the Trust should be annexed to it and form an integral part of the Establishment Agreement. These documents are attached as *Appendix 2*.

c. Draft Relationship Agreement between the Governing Body of the International Treaty on Plant Genetic resources for Food and Agriculture, and the Global Crop Diversity Trust

The Panel noted that the Ninth Session of the Commission on Genetic resources for Food and Agriculture had recorded that the Trust would operate within the framework of the International Treaty, and be an essential element of its funding strategy, under the overall policy guidance of the Treaty's Governing Body. It therefore approved a draft Relationship Agreement between the Governing Body of the Treaty and the Trust, for the consideration of the Governing Body, once the Treaty had come into force. This is attached as *Appendix 3*.

The Panel requested its Chairman to convey these governance instruments to the Directors General of FAO and IPGRI, and to request the Director-General of FAO, as Depositary of the Establishment Agreement, to send the Establishment Agreement and the Constitution of the Global Crop Diversity Trust to all States, requesting them to sign the Establishment Agreement or in due course accede to it, so that the Trust might formally be established. It further decided to request the Directors General of FAO and IPGRI, acting on behalf of the Future Harvest Centres of the CGIAR, to appeal to all potential donors, from both the public and private sectors throughout the world, rapidly to make available the financial resources that will be needed.

Interim Functioning of the Global Crop Diversity Trust

The Panel accordingly decided that it would assume the roles and responsibilities foreseen for the Executive Board in the Establishment Agreement and the Constitution of the Trust, on an interim basis until the formal establishment of the Trust and the first meeting of the Executive Board. In this capacity, it would, *inter alia*, and as appropriate, initiate the disbursement of funds when this became possible, in accordance with the objectives of the Trust's Constitution. It requested the Chairman to inform the Directors General of FAO and IPGRI, acting on behalf of the Future Harvest Centres of the CGIAR, and to request their assistance to the work of the panel in this capacity.

The Panel decided that the Chairman should invite the Governments of Australia and Egypt, which had already contributed to the Trust, to make a proposal to its next meeting for the establishment of an Interim Donors' Council, on the basis of the pertinent articles of the Constitution, to fulfil the functions foreseen for the Donors' Council, in the period before the formal establishment of the Trust.

The Panel reviewed the draft principles, criteria and standards for identifying collections that would be eligible to receive funding from the Trust, which had been prepared by the Interim Executive Secretary, following intensive consultations with a wide range of stakeholders. It requested the Interim Executive Secretary to further develop the principles and criteria, for consideration at its next meeting.

The Panel decided that, in the interim period, it would continue to use the financial arrangements provided by FAO and IPGRI for the holding of contributions. Furthermore, the Secretariat should continue to explore possible interim fund management arrangements with the United Nations Foundation and begin work on the development of a permanent financial system for the Trust.

The Panel considered and adopted its Work Programme for the interim period, which is attached as *Appendix 4*. It also considered the proposed operational budget for its work in this period. It decided that a clear distinction should be made in the budget between operational costs and the costs of fund-raising. The Panel expressed concern about the limited funds currently available for operations in 2003 and 2004, and urged donors, the Future Harvest Centres and other relevant institutions to make the necessary funds available.

The Panel requested the Interim Executive Secretary to circulate a monthly update to the Panel on the Trust, to include financial and operational aspects. It decided to review and adopt its budget at its Third Meeting.

The Panel requested IPGRI to continue to provide pre-financing for the operational costs of the Trust, should this become necessary, on the understanding that such moneys would be reimbursed from contributions in due course.

The Panel took note of the proposal by the Interim Executive Secretary on a Roster of Experts.

The Panel requested the Interim Executive Secretary to elaborate terms of reference for hosting the Trust, for consideration at its next meeting.

Date and place of the Third Meeting of the Interim Panel of Eminent Experts

The Panel decided that its Third meeting would be in Rome, tentatively from 10-12 March 2004. It requested the Interim Executive Secretary to circulate the agenda and documents at least six weeks before the meeting.

Appendix 1 to Annex IV

**PARTICIPANTS IN THE
JOINT DONOR-INTERIM PANEL OF EMINENT EXPERTS MEETING
1–2 October 2003**

DONORS

- Mr Erik Klindt Andersen, Minister Counsellor (Food, Agriculture and Fisheries), Deputy Permanent Representative of Denmark to FAO, Rome, Italy
- Ms Marlene Diekmann, International Agricultural Research Advisor, BEAF, Germany
- Mr Ismail Abdel Galil Hussein, President, Desert Research Centre, Cairo, Egypt
- Ms Dominique Hempel, Legal Advisor, Swiss Agency for Development and Cooperation, Switzerland
- Mr Brett Hughes, Counsellor (Agriculture), Australian Embassy, Rome, Italy
- Ms Katharina Jenny - Programme Officer, Natural Resources and Environment Division, Swiss Agency for Development and Cooperation, Switzerland
- Mr Vince Logan, Executive Manager, Business Development GRDC, Australia
- Mr Mike Madnick, Vice President for Resource Mobilization, UN Foundation, USA
- Mr Franklin Moore, Associate Assistant Administrator, USAID, USA
- Ms Eva Ohlson, Sida/SAREC, Foreign Ministry, Sweden
- Mr Charles Parker, Counsellor at Mission to the United Nations in Rome, Representative of CIDA, Canada
- Ms Margaret Slettevold, Counsellor, Norwegian Embassy, Rome, Italy
- Mr Stephen Smith-Germplasm Security Coordinator, Pioneer Hybrid Company, USA
- Mr R.A. van Raalte- Ministry of Agriculture, Nature and Food Quality, Netherlands
- Ms Donelle Wheeler - Counsellor, Development Cooperation, Australian Delegation to the OECD, Australian Embassy, Paris, France

Interim Panel of Eminent Experts

- Ambassador Fernando Gerbasi, Chair, Interim Panel of Eminent Experts
- Mr Andrew Bennett - Executive Director, Syngenta Foundation for Sustainable Agriculture, Switzerland
- Mr Lukas Brader, Consultant/ICARDA
- Mr Lewis Coleman, President, Gordon and Betty Moore Foundation, USA
- Mr Tewolde Berhan, Gebre Egziagher, General Manager, Environmental Protection Authority, Ethiopia
- Ambassador Walter Fust, Director-General, Swiss Agency for Development and Cooperation (SDC), Switzerland
- Mr Geoff Hawtin, Interim Executive Secretary, Global Crop Diversity Trust, Rome, Italy
- Mr Chebet Maikut, Chair Committee on Science and Technology, International Federation of Agricultural Producers, and President of Uganda National Farmers Federation, Uganda

FAO and IPGRI

Mr José Esquinas Alcazar, Secretary of the FAO Commission on Genetic Resources for Food and Agriculture, FAO

Mr Emile Frison, Director-General, IPGRI

Mr Antony Kalm, Director of Development, Global Crop Diversity Trust, IPGRI

Ms Brigitte Laliberte, Scientific Assistant, Crop Genetic Resources, IPGRI

Ms Sophie Mannhardt, Programme Assistant to Global Crop Diversity Trust, IPGRI

Mr Arturo Martinez, Chief, Seed and Plant Genetic Resources Service, Plant Production and Protection Division, FAO

Mr Gerald Moore, Honorary Fellow, IPGRI

Ms Ruth Raymond, Campaign Coordinator, Global Crop Diversity Trust, IPGRI

Ms Benedetta Rosso, Assistant to Geoff Hawtin, FAO

Mr Mahmoud Solh, Director, Plant Production and Protection Division, FAO

Mr Clive Stannard, Senior Liaison Officer, Commission on Genetic Resources for Food and Agriculture, FAO

Ms Jane Toll, Coordinator, System-Wide Genetic Resources Program, IPGRI

Appendix 2(i) to Annex IV

**AGREEMENT FOR THE ESTABLISHMENT OF
THE GLOBAL CROP DIVERSITY TRUST***

Preamble

WHEREAS one hundred and fifty countries meeting at the International Technical Conference on Plant Genetic Resources for Food and Agriculture in Leipzig in June 1996 adopted the Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture (hereinafter referred to as the “Global Plan of Action”), which provides an internationally agreed framework for the conservation, exploration, collection, characterization, evaluation and documentation of plant genetic resources for food and agriculture, one of the elements of which is the development and support of a rational, efficient and sustainable system of plant genetic resources collections around the world;

WHEREAS at its Thirty-first Session in November 2001, the Conference of the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) adopted the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as the “International Treaty”) which provides an agreed international framework for the conservation and sustainable use of plant genetic resources for food and agriculture, in harmony with the Convention on Biological Diversity, and, in its Article 5, provides for Contracting Parties to cooperate to promote the development of an efficient and sustainable system of *ex situ* conservation;

WHEREAS the International Treaty also provides that due attention be given to the need for adequate documentation, characterization, regeneration and evaluation, and for promoting the development and transfer of appropriate technologies for this purpose with a view to improving the sustainable use of plant genetic resources for food and agriculture, and further provides for the encouragement and development of international plant genetic resources networks and the development and strengthening of a global information system;

WHEREAS the Consultative Group on International Agricultural Research (hereinafter referred to as “the CGIAR”) supports a system of International Agricultural Research Centres (hereinafter referred to as “Future Harvest Centres”), which have entered into agreements with FAO placing collections of plant germplasm in their genebanks under the auspices of FAO to be held in trust for the benefit of the international community;

WHEREAS FAO and the Future Harvest Centres of the CGIAR are promoting the establishment of a Global Crop Diversity Trust, in the form of an endowment with the objective of providing a permanent source of funds to support the long-term conservation of the *ex situ* germplasm, including characterization, documentation, evaluation and exchange of related information, knowledge and technologies, on which the world depends for food security, to operate as an essential element of the Funding Strategy of the International Treaty, with overall policy guidance from the Governing Body of the International Treaty, and within the framework of the International Treaty;

WHEREAS the FAO Commission on Genetic Resources for Food and Agriculture, at its Ninth Regular Session in October 2002, recorded that the initiative to establish a Global Crop Diversity Trust was universally appreciated and supported, and appealed to donors to assist in the establishment of the Trust;

* This Agreement is subject to final clearance by FAO.

WHEREAS FAO and the International Plant Genetic Resources Institute (hereinafter referred to as "IPGRI") acting on behalf of the Future Harvest Centres of the CGIAR have established an Interim Panel of Eminent Experts and have appointed an Interim Executive Secretary to oversee the establishment of the Global Crop Diversity Trust;

WHEREAS FAO and IPGRI acting on behalf of the Future Harvest Centres of the CGIAR have called upon the Parties to this Agreement to assist them in establishing the Global Crop Diversity Trust and in providing the Trust with international legal personality;

WHEREAS the Parties to this Agreement, acting on behalf of the international community, have agreed to establish the Global Crop Diversity Trust as an international fund with its own international legal personality, and with such other powers and authorities necessary to enable it to operate effectively and to attain its objectives;

WHEREAS it is the understanding of the Parties to this Agreement that the Governing Body of the International Treaty⁴ and the Trust will enter into a separate agreement, recognizing the Trust as an essential element of the Funding Strategy of the International Treaty and providing that the Trust will operate under the overall policy guidance of the Governing Body of the International Treaty,

NOW THEREFORE the Parties hereto agree as follows:

Article 1 - Establishment

- (1) There is hereby established an independent international fund to be known as "the Global Crop Diversity Trust" (hereinafter referred to as "the Trust"), which is to operate in accordance with the Constitution set out in the Annex to this Agreement, as such Constitution may be amended from time to time in accordance with Article 3 of this Agreement.
- (2) The Annex to this Agreement shall form an integral part of this Agreement.

Article 2 - Settlement of Disputes

- (1) Any dispute between the Parties concerning the interpretation or application of the present Agreement that cannot be settled amicably, shall be submitted, at the request of any party to the dispute, to an arbitration tribunal.
- (2) In disputes between two parties to the dispute, the arbitral tribunal shall consist of three members. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairperson.
- (3) In disputes between two or more Parties, parties to the dispute with the same interest shall appoint one arbitrator jointly by agreement.
- (4) If one of the parties to the dispute fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other party to make such an appointment, the latter party may invite the President of the International Court of Justice to make the necessary appointment.
- (5) If the arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either party to the dispute may invite

⁴ As the Governing Body does not possess its own international legal personality, the agreement will be concluded by FAO acting on behalf of, and with the approval of, the Governing Body

the President of the International Court of Justice to make the necessary appointment.

- (6) In the event of a vacancy in the presidency of the International Court of Justice or of the inability of the President to exercise the functions of the presidency, or in the event that the President should be a national of the party to the dispute, the appointment herein provided for may be made by the vice-president of the court or, failing her/him, by the senior judge.
- (7) Unless the parties to the dispute decide otherwise, the tribunal shall determine its own procedure.
- (8) The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties to the dispute.

Article 3 - Amendments of the Agreement and Annex

- (1) Amendments to this Agreement other than to the Annex may be proposed by any Party to this Agreement.
- (2) Amendments to this Agreement other than to the Annex shall come into force for all Parties on the deposit of instruments of ratification, acceptance or approval by two-thirds of the Parties to this Agreement.
- (3) Amendments to the Annex may be made in accordance with the procedures set out in Article 19 of the Annex and shall be notified by the Depositary to all Parties to this Agreement. Amendments to the Annex shall come into force for all Parties on their approval by a majority of the Parties to this Agreement.

Article 4 – Signature and accession

- (1) This Agreement shall be open for signature at FAO from 1 November 2003 to 1 November 2005 by all Members of FAO and any States that are not Members of FAO but are Members of the United Nations or any of its specialized agencies or the International Atomic Energy Agency.
- (2) This Agreement shall be open for accession by all Members of FAO and any States that are not Members of FAO but are Members of the United Nations or any of its specialized agencies or the International Atomic Energy Agency from the date on which the Agreement is closed for signature. Instruments of accession shall be deposited with the Depositary.

Article 5 - Entry into Force

This Agreement shall come into force immediately upon signature or accession by seven States, provided that such States include at least four developing countries and include States from at least five of the seven FAO regions as referred to in the Basic Texts of FAO.

Article 6 - Termination

Any Party to this Agreement may, by written instrument to the Depositary, denounce this Agreement. Such termination of the consent to be bound shall become effective three months after the date on which such instrument is received.

Article 7 – Depositary

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

Article 8 - Authentic texts

The Arabic, Chinese, English, French, Russian and Spanish texts of this Agreement are equally authentic.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized by their respective Governments, have signed this Agreement.

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Done at (Place) on
For the Government of

Appendix 2(ii) to Annex IV

CONSTITUTION OF THE GLOBAL CROP DIVERSITY TRUST*

Article 1 - Status

- (1) The Global Crop Diversity Trust (hereinafter referred to as the “Trust”) is an autonomous international fund established under international law.
- (2) The Trust shall possess full international legal personality and enjoy such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes.
- (3) In particular and without prejudice to the generality of the forgoing, the Trust shall have the legal capacity:
 - (a) to enter into treaties and contracts;
 - (b) to acquire and dispose of movable and immovable property; and
 - (c) to institute and respond to legal proceedings.
- (4) In pursuance of its objective under Article 2, the Trust shall operate within the framework of the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the International Treaty”) as an essential element of its Funding Strategy.
- (5) The Trust shall operate in accordance with the overall policy guidance to be provided by the Governing Body of the International Treaty

Article 2 - Objective of the Trust

- (1) The objective of the Trust is to ensure the long-term conservation and availability of plant genetic resources for food and agriculture with a view to achieving global food security and sustainable agriculture.
- (2) The Trust shall in particular, without prejudice to the generality of the foregoing,
 - (a) endeavour to safeguard collections of unique and valuable plant genetic resources for food and agriculture held *ex situ*, with priority being given to those that are plant genetic resources included in Annex I to the International Treaty or referred to in Article 15.1(b) of the International Treaty ;
 - (b) promote an efficient goal-oriented, economically efficient and sustainable global system of *ex situ* conservation in accordance with the International Treaty and the Global Plan of Action for the Conservation and Sustainable Utilization of Plant Genetic Resources for Food and Agriculture (hereinafter referred to as “the Global Plan of Action”);
 - (c) promote the regeneration, characterization, documentation and evaluation of plant genetic resources for food and agriculture and the exchange of related information;
 - (d) promote the availability of plant genetic resources for food and agriculture; and
 - (e) promote national and regional capacity building, including the training of key personnel, with respect to the above.

* The Constitution is subject to final clearance by FAO.

Article 3 - Activities of the Trust

- (1) The Trust will establish an endowment fund to provide grants to support the maintenance of eligible collections of plant genetic resources for food and agriculture that meet agreed standards of management and availability of the genetic resources, related information, knowledge and technologies, and to cover operating expenses and other expenses incidental thereto. For the purpose of this Article, the term “maintenance” shall include all activities related to Article 2.
- (2) The Trust will also be entitled to receive funds other than funds intended for the endowment fund, and will provide grants to support the holders of potentially eligible collections in upgrading their collections so that they can meet agreed standards of management in order to become eligible for maintenance grants. Such funds may also be used to support all activities related to Article 2, and to cover operating expenses and other expenses incidental thereto.
- (3) The Trust may also carry out such other activities as may be necessary for the fulfilment of the objectives of the Trust.

Article 4 - Organs of the Trust

The organs of the Trust shall be:

- (a) the Executive Board of Trustees (hereinafter referred to as the “Executive Board”);
- (b) the Donors’ Council;
- (c) the Executive Secretary; and
- (d) such technical panel or panels of experts or other arrangements as the Executive Board may establish under Article 6(4).

Article 5 - The Executive Board

- (1) The Executive Board shall consist of the following members:
 - (a) Four members, at least two of whom shall be from developing countries, appointed by the Governing Body of the International Treaty or, prior to the entry into force of the International Treaty, the FAO Commission on Genetic Resources for Food and Agriculture acting as Interim Committee for the International Treaty;
 - (b) Four members, at least one of whom shall be from a developing country, appointed by the Donors’ Council;
 - (c) One member appointed by the Director-General of the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”);
 - (d) One member appointed by the Chair of the Consultative Group on International Agricultural Research (hereinafter referred to as the “CGIAR”);
 - (e) The Executive Secretary of the Trust as a member *ex officio*;
 - (f) The Executive Board may appoint two additional members to ensure overall balance amongst its membership, in particular with regard to diversity in disciplinary backgrounds, geographical representation, gender, and competence in fundraising and financial management.
- (2) Before making their appointments, the parties appointing members of the Executive Board shall consult with each other and with the Executive Board with a view to ensuring that the Executive Board has the balance and the range of skills necessary for it to perform its functions effectively.

- (3) Subject to paragraph (5), members of the Executive Board shall serve for terms of no more than three years as determined by the Executive Board. Vacancies among members by reason of retirement, death, incapacity, or any other cause shall be filled in the same manner as the original nomination and appointments. A new member appointed to replace a member during the latter's term may be appointed for the remaining term of the member being replaced or for some other term of no more than three years.
- (4) Members of the Executive Board are eligible for reappointment to a second term, but shall not serve more than two successive terms, except that the member elected as Chairperson may have her/his term extended by the Executive Board, provided that he or she shall serve for no more than eight consecutive years on the Executive Board.
- (5) To ensure continuity of policies and operations, the terms of members of the Executive Board shall be staggered. Members of the initial Board shall be appointed for such terms as the Interim Panel of Eminent Experts shall determine
- (6) The members of the Executive Board shall serve in a personal capacity.

Article 6 - Functions and Powers of the Executive Board

- (1) The Executive Board shall, subject to the overall policy guidance of the Governing Body of the International Treaty, and other relevant provisions of this Constitution, oversee the operations and activities of the Trust in pursuance of its objective. The Executive Board shall approve the budget of the Trust and exercise the other powers conferred upon it by this Constitution.
- (2) The Executive Board shall, in particular, ensure that:
- (a) the policies of the Trust are in line with the International Treaty and the overall policy guidance provided by its Governing Body, and are consistent with the aims of the Global Plan of Action;
 - (b) the programmes and plans of the Trust are consistent with its objective;
 - (c) the Trust is managed effectively by the Executive Secretary in harmony with the agreed objectives, programmes and budgets, in accordance with legal and regulatory requirements; and
 - (d) the future well-being of the Trust is not jeopardized by exposing its financial resources, its staff or its credibility to imprudent risks.
- (3) To this end, the Executive Board shall have the following functions:
- (a) to define the scope and kind of operations of the Trust, set targets and approve the programmes and plans of the Trust and monitor the achievement of targets and implementation of programmes and plans;
 - (b) appoint the Executive Secretary, determine his/her terms of employment, monitor his/her performance and dismiss the Executive Secretary if his/her performance is inadequate;
 - (c) approve the annual Programme of Work and Budget of the Trust;
 - (d) approve the Annual Report of the Trust;
 - (e) adopt the Financial Regulations of the Trust;
 - (f) adopt the fund disbursement strategy for the Trust, including the proposed balance between support for collections held by national institutions and support for collections

- held by international institutions, and the balance between regions. Before adopting such strategy, the Executive Board shall consult with the Governing Body and Donors' Council;
- (g) adopt principles and implementing criteria for the eligibility of collections, projects and activities for funding as well as procedures for applications for funding and the making of grants and approve all grants made by the Trust, except to the extent that such approval is delegated to the Executive Secretary, and monitor the exercise by the Executive Secretary of any delegated powers to approve grants. Before adopting the principles, the Executive Board shall consult with the Governing Body and Donors' Council;
 - (h) adopt the fund raising policy of the Trust and oversee fundraising activities. Before adopting the fundraising policy of the Trust, the Executive Board shall consult with the Donors' Council;
 - (i) approve the investment policy of the Trust and monitor its implementation. Before adopting the investment policy of the Trust, the Executive Board shall consult with the Donors' Council;
 - (j) subject to Article 16(4), oversee borrowing by the Trust, major expansion including the acquisition of major equipment and facilities, and the disposal of major assets;
 - (k) oversee the Trust's cost-effectiveness, financial integrity and accountability;
 - (l) appoint the independent auditor and approve the auditor's annual audit plan;
 - (m) make arrangements for the functioning of the Secretariat of the Trust and approve its personnel policies including staff regulations, scales of salaries and benefits;
 - (n) give due consideration to the recommendations and suggestions made by External Reviews regarding the Trust's operation and activities;
 - (o) adopt the rules of procedure of the Executive Board;
 - (p) adopt procedures to ensure that Executive Board members have no conflict of interest;
 - (q) provide regular reports on activities of the Trust to the Governing Body of the International Treaty and the Donors' Council;
 - (r) facilitate the establishment of such mechanisms within national jurisdictions as may be appropriate to receive contributions to the Trust and provide contributors with tax benefits under national legislation;
 - (s) seek independent advice as required; and
 - (t) perform such other acts as may be considered necessary, suitable and proper for the attainment of the objective of the Trust.
- (4) The Executive Board shall have the power to establish such subsidiary bodies as it may deem necessary.
- (5) The Annual Report of the Trust shall be published in the most appropriate form and shall be transmitted to the Governing Body and to the Donors' Council, and shall be circulated widely to other donors and other interested parties. The Executive Board shall consider and take into account any comments made on the Annual Report by the Governing Body, the Donors' Council and other interested parties.

Article 7 - Relationship of the Trust with the International Treaty

- (1) The Executive Board shall, as soon as practicable after the entry into force of the International Treaty, enter into an agreement with the Governing Body of the International Treaty, defining the relationship of the Trust with the International Treaty.
- (2) The relationship agreement shall include the following:
 - (a) recognition of the Trust as an essential element of the Funding Strategy of the International Treaty;
 - (b) the authority of the Governing Body of the International Treaty to provide overall policy guidance to the Trust on all matters within the purview of the International Treaty;
 - (c) reporting obligations of the Trust to the Governing Body of the International Treaty; and
 - (d) recognition that the Trust will be free to take its own executive decisions on disbursement of funds, within the general framework of the overall policy guidance of the Governing Body of the International Treaty.

Article 8 - Voting by the Executive Board

- (1) Each member of the Executive Board shall have one vote.
- (2) The Executive Board shall make every effort to reach agreement by consensus on all matters on which a decision of the Board is required. If all efforts to reach a consensus on a particular matter have been exhausted and no agreement has been reached, a decision on the matter shall as a last resort be taken by a vote in accordance with the Rules of Procedures of the Executive Board.

Article 9 - Procedure of the Executive Board

- (1) The Executive Board shall elect one of its members as its Chairperson. The normal term of the Chairperson shall be three years. Subject to Article 5(4), the Executive Board may re-elect its Chairperson for a second term of not more than three years.
- (2) The Executive Board shall meet at least once annually.
- (3) A majority of the members shall constitute a quorum for Executive Board meetings.
- (4) The Executive Board shall adopt its own rules of procedure, which shall be consistent with this Constitution.

Article 10 - Donors' Council

- (1) The Executive Board shall establish a Donors' Council to advise it on fundraising and other financial matters related to the activities of the Trust, to provide a forum for the expression of the views of donors on the operation of the Trust, to provide financial oversight of the operations of the Trust, and to perform such other functions as are entrusted to it under this Constitution.
- (2) The Donors' Council shall be composed of public and private donors from both developing and developed countries, who have made a significant contribution to the Trust. The Executive Board, after consultation with all interested groups, will establish and keep under review the size of donor contribution required by the different categories of donor for eligibility

for membership on the Donors' Council, with a view to ensuring a balance of representation on the Donors' Council

- (3) The Donors' Council shall establish its own procedures and elect its own Chairperson.
- (4) The Donors' Council shall be convened by the Chairperson, and shall meet in ordinary session at least once annually.

Article 11 - Technical Advice

The Executive Board shall so far as practicable, and on a case by case basis, as appropriate, draw on the technical advice of existing organizations, networks and individuals competent in areas relevant to the objective and activities of the Trust.

Article 12 - Appointment of the Executive Secretary

The appointment of the Executive Secretary of the Trust, his/her term of office, and any termination for cause shall be decided by the Executive Board. Before making the appointment, the Executive Board shall consult with the Donors' Council and the Governing Body, as appropriate.

Article 13 - Functions and Powers of the Executive Secretary

- (1) The Executive Secretary shall be responsible to the Executive Board for the operation and management of the Trust and for assuring that its objective, programmes and plans are properly developed and carried out. He/she shall be the chief executive officer of the Trust and, subject to the supervision of the Executive Board, shall have full power and authority to direct the work of the Trust and its Secretariat.
- (2) The Executive Secretary shall implement the decisions taken and recommendations made by the Executive Board, and in particular shall, under the supervision of the Executive Board:
 - (a) develop a strategic plan for the operation of the Trust and keep this plan under continual review;
 - (b) develop annual programme and budget submissions and prepare the Annual Report of the Trust;
 - (c) prepare other matters for decision, approval or adoption by the Executive Board;
 - (d) manage the planning, direction and execution of the Trust's activities to ensure effective programming and project implementation, analysis and evaluation of on-going programmes and projects and to provide vision and comprehension in developing strategies for future programmes;
 - (e) plan and implement resource mobilization;
 - (f) develop and implement a strategy for public awareness and communication;
 - (g) recruit and manage the staff of the Trust;
 - (h) keep and have available for review by the Executive Board, financial accounts and records on a current basis;
 - (i) ensure that an independent audit of the financial records takes place each year;
 - (j) keep the Chairperson of the Executive Board advised on matters of consequence that relate to the Trust; and
 - (k) perform such other functions as are delegated to her/him by the Executive Board.

(3) The Executive Secretary shall be the legal representative of the Trust. He/she shall sign all deeds, contracts, agreements, treaties and other legal documents that are necessary to ensure the normal operation of the Trust. The Executive Board may stipulate the extent to which these powers may be delegated by the Executive Secretary to other staff of the Trust. Contracts, agreements and treaties that affect the governance, objectives, location, expansion or dissolution of the Trust, or major issues of the relationship with the host country, are subject to approval by the Executive Board.

Article 14 - Staffing

(1) The staff of the Secretariat shall be appointed by the Executive Secretary, under staff regulations approved by the Executive Board.

(2) The paramount consideration in the employment of staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence and integrity. There shall be no discrimination on the basis of gender, race, creed or nationality in the employment practices of the Trust.

Article 15 - Headquarters Location

(1) The location of the Trust's headquarters shall be determined by the Executive Board.

(2) The Executive Board may also establish offices in other locations as required to support the Trust's programme.

Article 16 - Financing

(1) The Trust shall seek to raise, from governments, corporations, foundations, trusts and others, including individuals, adequate funds, including endowment funds, for the achievement of its objective.

(2) Efforts will be made, in particular, to secure unrestricted funding for the endowment. The Executive Board will be responsible for ensuring that the Trust is able to maintain a balanced portfolio of grants in respect of particular crops, collections, regions, genebanks and activities. Earmarked funds may be accepted, as long as these are fully in line with the objective of the Trust, within the limits and under such conditions as may be set out in the fundraising policy of the Trust.

(3) The funds of the Trust shall be invested and managed in such a way as to achieve returns consistent with the risks involved, in accordance with the investment policy approved by the Executive Board. The Board shall establish policies to minimize variations in the amount of revenue available each year for grants.

(4) Major direct borrowing over a threshold or in circumstances prescribed by the Executive Board with the approval of the Donors' Council shall be subject to prior approval by the Donors' Council.

(5) An independent financial audit of the operations of the Trust shall be conducted on an annual basis by an independent international accounting firm appointed by the Executive Board. The results of such audits shall be made available by the Executive Secretary to the Executive Board and to the Donors' Council and to the Governing Body of the International Treaty.

(6) No part of the earnings of the Trust shall inure to the benefit of, or be distributable to, members of the Executive Board, officers of the Trust, or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered

and expenses incurred, and to make payments and distributions in furtherance of the objective of the Trust.

Article 17 - External Reviews

The Trust shall be subject to periodic external reviews of its programme and of its management by an independent review panel appointed by the Executive Board, after consultation with the Governing Body and the Donors' Council, as appropriate, with regard to the terms of reference of the review and composition of the Panel. Such reviews will take place every three to five years or more often if so determined by the Executive Board. The Governing Body of the International Treaty, or the Donors' Council, may call for extraordinary external reviews.

Article 18 - Rights, Privileges and Immunities

(1) The Trust shall enter into a headquarters agreement with the Government of the country in which it is located to ensure that the Trust, its staff members and official visitors shall enjoy in the territory of the host country the same rights, privileges and immunities as customarily accorded to other international organizations, their officials, staff and official visitors. Such rights, privileges and immunities shall be specifically defined in a Headquarters Agreement with the host country.

(2) Similarly, the Trust may enter into agreements with other countries in which it works for the purpose of granting the Trust, its officials and staff such privileges and immunities as are required for such work.

(3) The privileges and immunities referred to in the preceding paragraphs are to be provided solely to ensure in all circumstances the unimpeded functioning of the Trust, and the complete independence of the persons to whom they are accorded.

Article 19 - Amendments

(1) Amendments to this Constitution may be adopted by the Executive Board by a majority of all members of the Executive Board, provided notice of such proposed amendment together with its full text has been mailed to all members of the Executive Board at least eight weeks in advance of meeting, unless such notice has been waived by all members of the Executive Board.

(2) The Executive Board shall consult with the Governing Body of the International Treaty, as appropriate, regarding proposed amendments, before their adoption.

(3) Any amendment to this Constitution adopted by the Executive Board shall be reported to the Parties to the Agreement for the Establishment of the Global Crop Diversity Trust for their approval in accordance with Article 3.3 of the Agreement for the Establishment of the Global Crop Diversity Trust.

Article 20 - Dissolution

(1) The Executive Board may, if it determines that the purposes of the Trust have been achieved to a satisfactory degree or if it determines that the Trust is no longer able to function effectively, by a three-fourths majority of all members of the Executive Board, adopt a resolution dissolving the Trust.

(2) The Executive Board shall consult with the Governing Body of the International Treaty and the Donors' Council prior to any decision to dissolve the Trust.

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- (3) A resolution for the dissolution of the Trust shall not become operative until such time as the dissolution has been agreed to by the Parties to the Agreement for the Establishment of the Global Crop Diversity Trust.
 - (4) In case of dissolution, the unencumbered endowment funds of the Trust, subject to conditions attached to these funds, shall be returned to the original donors, or with the original donors' agreement distributed to organizations having purposes similar to those of the Trust.
 - (5) Other net assets of the Trust shall be disposed of in such a way as may be determined by the Executive Board.

Appendix 2(iii) to Annex IV

**DRAFT RELATIONSHIP AGREEMENT BETWEEN THE GLOBAL CROP
DIVERSITY TRUST AND THE GOVERNING BODY OF THE INTERNATIONAL
TREATY ON PLANT GENETIC RESOURCES FOR FOOD AND AGRICULTURE**

Preamble

WHEREAS the Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture adopted at the International Technical Conference on Plant Genetic Resources for Food and Agriculture in Leipzig in June 1996 (hereinafter referred to as the “Global Plan of Action”) provides for the development and support of a rational, efficient and sustainable system of genetic resources collections around the world;

WHEREAS the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as the “International Treaty”) adopted by the Conference of the Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) at its Thirty-first Session in November 2001 provides for Contracting Parties to cooperate to promote the development of an efficient and sustainable system of *ex situ* conservation, and further provides for a Funding Strategy for the implementation of the International Treaty;

WHEREAS the International Treaty also provides that due attention be given to the need for adequate documentation, characterization, regeneration and evaluation, and for promoting the development and transfer of appropriate technologies for this purpose with a view to improving the sustainable use of plant genetic resources for food and agriculture, and further provides for the encouragement and development of international plant genetic resources networks and the development and strengthening of a global information system;

WHEREAS FAO and the Future Harvest Centres of the Consultative Group on International Agricultural Research (hereinafter referred to as the “CGIAR”) have promoted the establishment of a Global Crop Diversity Trust, in the form of an endowment with the objective of providing a permanent source of funds to support the long-term conservation of the *ex situ* germplasm on which the world depends for food security, to operate as an essential element of the Funding Strategy of the International Treaty, with overall policy guidance from the Governing Body of the International Treaty, and within the framework of the International Treaty;

WHEREAS the FAO Commission on Genetic Resources for Food and Agriculture, at its Ninth Regular Session in October 2002, recorded that the initiative to establish a Global Crop Diversity Trust was universally appreciated and supported, and appealed to donors to assist in its establishment;

WHEREAS at the invitation of FAO and the International Plant Genetic Resources Institute (hereinafter referred to as “IPGRI”) acting on behalf of the Future Harvest Centres of the CGIAR, a number of countries, acting on behalf of the international community, have established the Global Crop Diversity Trust, defined its Constitution, and provided it with international legal personality;

WHEREAS it was the understanding of the Parties to the Agreement for the Establishment of the Global Crop Diversity Trust that the Trust and the Governing Body of the International Treaty, would enter into a separate Agreement, recognizing the Trust as an essential element of the Funding Strategy of the International Treaty and providing that the Trust will operate under the overall policy guidance of the Governing Body of the International Treaty;

NOW THEREFORE the Parties hereto agree as follows:

Article 1 - Purpose of the Agreement

The Global Conservation Trust (hereinafter referred to as “the Trust”) and FAO shall cooperate in accordance with the terms and conditions set out in the present Agreement.

Article 2 - Recognition of the Trust

The Trust is recognized as an essential element of the Funding Strategy of the International Treaty.

Article 3 - Relationship of the Trust with FAO and the Governing Body of the International Treaty

- (1) The Governing Body of the International Treaty shall provide overall policy guidance to the Trust on all matters within the purview of the International Treaty, and the Executive Board of the Trust shall act in accordance with that guidance.
- (2) In accordance with the Constitution of the Trust, the Governing Body shall appoint four members to serve on the Executive Board of the Trust, of whom at least two shall be from developing countries.
- (3) The Executive Board shall submit an annual report on the activities of the Trust to the Governing Body of the International Treaty.

Article 4 - Executive independence of the Trust

Subject to the provisions of Article 3, the Trust and its Executive Board shall have full executive independence in managing the operations and activities of the Trust and in taking decisions relating to the raising and investment of funds and the operation of the Trust including decisions relating to the allocation of grants from the Trust.

Article 5 - Settlement of disputes

- (1) Any dispute between the Parties concerning the interpretation or application of the present Agreement that cannot be settled amicably, shall be submitted, at the request of any Party to the dispute, to an arbitration tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairperson.
- (2) If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the latter Party may invite the President of the International Court of Justice to make the necessary appointment.
- (3) If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment.
- (4) In the event of a vacancy in the presidency of the International Court of Justice or of the inability of the President to exercise the functions of the presidency, or in the event that the President should be a national of the party to the dispute, the appointment herein provided for may be made by the vice-president of the court or, failing her/him, by the senior judge.
- (5) Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

(6) The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Parties to the dispute.

Article 6 - Amendments of the Agreement

This Agreement may be amended by mutual agreement between the Parties.

Article 7 - Entry into Force

This Agreement shall come into force upon its signature by the Parties hereto.

Article 8 - Termination

This Agreement may be terminated by either Party giving written notice of termination to the other Party. Such notice of termination shall become effective three months after the date on which such notice is received.

Article 9 - Depositary

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

Article 10 - Authentic texts

The Arabic, Chinese, English, French, Russian and Spanish texts of this Agreement are equally authentic.

Signed by the Parties hereto on *****

FAO on behalf of the
Governing Body of the International
Treaty on Plant Genetic Resources
For Food and Agriculture

The Global Crop Diversity Trust

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date:

WORK PLAN AND TIMETABLE OF THE INTERIM PANEL OF EMINENT EXPERTS OF THE GLOBAL CROP DIVERSITY TRUST
Appendix 3 to Annex IV

	Oct '03	Oct '03 - Mar '04	Mar '04	Mar – Jul '04	July ' 04	Jul – Oct '04	Oct '04	Oct '04 – Jun '05	Jun '05
IPEE Meetings	IPEE 2		IPEE 3		IPEE 4		IPEE 5		
Governance Instruments	Agree on <ul style="list-style-type: none"> Establishment Agreement Constitution Relationship Agreement 	Solicit country signatures on Establishment Agreement	Review progress	Continue to solicit signatures on Establishment Agreement	Review progress	Continue to solicit signatures on Establishment Agreement. 7 achieved.	Review progress	Continue to solicit signatures on Establishment Agreement	Review progress
Executive Board	Make-up of EB agreed (per Constitution). IPEE agree to act as EB <i>pro tem</i> .	Discussions with stakeholder groups	Process for soliciting EB members agreed and initiated	EB nominations solicited	Review of nominations	Continue soliciting EB nominations	Composition of EB decided		First meeting of Executive Board
Donor Council	Decision to establish (Interim) Donor Council	Discussion with donors and other stakeholders	Decision on composition and terms of reference	Invitations to join Interim Donors' Council		First meeting of Interim Donor Council			
Financial policies and procedures	Agree on: <ul style="list-style-type: none"> Interim funding mechanism process for developing financial policies, and procedures 	Work on developing financial policies and procedures	Review progress	Continue to work on developing financial policies and procedures	Agree on elements of financial policies, and procedures for discussion with Donor Council	Continue to work on outstanding aspects of financial policies, and procedures	Agree on financial policies and procedures	Put in place financial mechanisms including investment mechanism	EB to review progress and decisions in all areas of finance
Fund allocation strategy and procedures	Discuss ⁵ : <ul style="list-style-type: none"> Interim Eligibility Principles process for establishing strategy and criteria 	Work on fund allocation strategy, principles and criteria, including development of models	Agree on Interim Eligibility Principles. Review progress on strategy and criteria	Continue work on developing allocation strategy, criteria, and models	Agree ⁶ on fund allocation strategy, criteria, standards and models	Further work on criteria and standards?			EB review of decisions

⁵ The Principles, fund allocation strategy and criteria will be “interim” pending consultations with/endorsement of the Governing Body of the International Treaty and Donors’ Council

⁶ Further work may still be needed, especially on criteria and standards

	Oct '03	Oct '03 - Mar '04	Mar '04	Mar - Jul '04	July '04	Jul - Oct '04	Oct '04	Oct '04 - Jun '05	Jun '05
Fundraising	Review draft Fundraising Strategy, including the role of Donors and IPEE in fundraising	Fundraising continues. Strategy development continues. Fundraising structures and mechanisms reviewed with a view to strengthening	Review of progress	Fundraising and. Strategy development continue. Phasing out fundraising counsel and recruitment of fundraiser. Fundraising capacity developed.	Review of progress Agree on Fundraising Strategy for discussion with Donors' Council	Fundraising continues. Donors' Council consulted. Fundraising capacity further strengthened	Review of progress. Review of Fundraising Strategy in light of comments of Donors' Council	Fundraising continues	Review of progress
Roster of Experts	Discussion on roster of experts	Begin to develop Roster of Experts	Review of progress	Continue work on Roster of Experts	Review of progress				
Grants	Discussion on status of funding available for grants	Follow-up with potential donors for early grants	Review of progress. Agreement on grants for upgrading and capacity building. Consider process for calling for proposals	Call for proposals	Consider further awards for capacity building and upgrading grants	Evaluation of proposals	Award of first operational grants from multi-year funds. Consider further grants for capacity building and upgrading	Further calls for proposals, evaluation etc.	First grants for operations awarded from proceeds of endowment fund
Location of Secretariat	Initial discussion on process		Decision on terms of reference for hosting the Trust	Initiate process of identifying potential host countries and institutions	Review progress	Discussions with potential hosting countries and institutions	Decision on location	Negotiation of hosting agreement and begin move	Secretariat established in its permanent location

	Oct '03	Oct '03 - Mar '04	Mar '04	Mar - Jul '04	July '04	Jul - Oct '04	Oct '04	Oct '04 - Jun '05	Jun '05
Appointment of Executive Secretary			Agree on selection criteria and process	Advertise position	Shortlist candidates		Interview and select candidate	Executive Secretary takes up appointment	
Personnel Policies						Preparation of personnel policies	Approval of Personnel Policies	Recruitment of secretariat staff	Review of policies and staffing
Reporting and consultation ⁷		Report on progress to Inter-governmental Technical Working Group on PGRFA		Report on progress and consultation with Governing Body of the IT, or the Interim Committee of the IT ⁸		Report on progress and consultation with Governing Body of the IT, or the Interim Committee of the IT		Report on progress and consultation with Governing Body of the IT, or the Interim Committee of the IT	

⁷ Reports on progress will be made to all relevant sessions of the Governing Body of the International Treaty, the Interim Committee of the International Treaty, and the Inter-governmental Technical Working Group on Plant Genetic Resources for Food and Agriculture

⁸ The dates of the meetings of the Interim Committee of the International Treaty and the Governing Body of the International Treaty have not yet been established.