

March 1999



منظمة الأغذية
والزراعة
للأمم المتحدة

联合国
粮食及
农业组织

Food
and
Agriculture
Organization
of
the
United
Nations

Organisation
des
Nations
Unies
pour
l'alimentation
et
l'agriculture

Organización
de las
Naciones
Unidas
para la
Agricultura
y la
Alimentación

**COMMISSION ON GENETIC RESOURCES FOR FOOD AND
AGRICULTURE**

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**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA, THE
INTERNATIONAL PLANT GENETIC RESOURCES INSTITUTE
(IPGRI) AND THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)
PLACING COCONUT GERMPLASM COLLECTIONS
UNDER THE AUSPICES OF FAO**

This information paper presents the agreement referred to in Document CGRFA-8/99/7, paragraph 6.

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THE INTERNATIONAL PLANT GENETIC RESOURCES INSTITUTE
(IPGRI) AND THE FOOD AND AGRICULTURE ORGANIZATION OF
THE UNITED NATIONS (FAO) PLACING COCONUT GERMPLASM
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PREAMBLE

The Government of India (hereinafter referred to as "Host Country"), hosting the International Coconut Genebank for South Asia, the International Plant Genetic Resource Institute (hereinafter referred to as "IPGRI", one of the Centres of the Consultative Group on International Agricultural Research), acting on behalf of the International Coconut Genetic Resources Network (COGENT), as described in the attachment "Background to the Agreements") and the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO");

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

Considering the International Undertaking on Genetic Resources adopted by the FAO Conference at its Twenty-second Session in 1983 (Resolution 8/83) and in particular Article 7 thereof; and the Annexes of the Undertaking adopted by the FAO Conference in 1989 and 1991;

Considering that the FAO Commission on Genetic Resources for Food and Agriculture (hereinafter referred to as the "Commission"), as the relevant intergovernmental body in this field, has the responsibility for monitoring the implementation of Article 7 of the International Undertaking on Plant Genetic Resources;

Considering the Memorandum of Understanding Between the Food and Agriculture Organization of the United Nations and the International Board for Plant Genetic Resources (IBPGRI) legally succeeded by IPGRI, dated September 21, 1990, on the respective roles of the two organizations in establishing, maintaining and managing germplasm collections and setting standards for these collections;

Considering the importance of the International Coconut Genebank held by the Government of India, within COGENT and supported by IPGRI, as part of a global strategy for germplasm conservation;

Considering that the Coconut germplasm accessions have been donated to the International Coconut Genebank for South Asia on the understanding that these accessions will remain freely available:

Considering that any country that so desires may participate in COGENT;

Considering that the Government of India has expressed the wish that the designated coconut germplasm accessions, kept in the International Coconut Genebank for South Asia, be

recognized as part of the International Network of *Ex Situ* Collections (as per the International Undertaking on Plant Genetic Resources) under the Auspices of FAO;

- Taking note of the provisions of the Convention on Biological Diversity, particularly those pertaining to affirmation of sovereign rights of nations over their biological resources and access and benefit sharing mechanisms.
- Also taking note of the ongoing process of harmonisation of the International Undertaking on Plant Genetic Resources with the CBD, and the request of the Conference of the Parties to the Convention on Biological Diversity to the governments to speed up this process.

Have agreed as follows:

Article 1

APPLICATION OF THIS AGREEMENT

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

Article 2

BASIC UNDERTAKING

The Government of India hereby places under the auspices of FAO, as part of the International Network of *Ex Situ* Collections provided for in Article 7 of the International Undertaking on Plant Genetic Resources, the accessions of coconut genetic resources listed in the Appendix hereto (hereinafter referred to as the "designated germplasm"), in accordance with the terms and conditions set forth in this Agreement. The List of designated germplasm will be updated every two years as new accessions are added to the collection.

Article 3

STATUS OF DESIGNATED GERmplasm

- a) The Government of India shall hold the designated germplasm in trust for the benefit of all countries in accordance with the International Undertaking on Plant Genetic Resources and the terms and conditions set out in this Agreement.
- b) The Government of India shall not claim legal ownership over the designated germplasm, nor shall it seek any intellectual property rights over that germplasm or related information.

Article 4**PREMISES**

- a) The premises, i.e., land and/or laboratories, in which the designated germplasm is conserved, shall remain in the charge of the Government of India.
- b) FAO shall have a right of access to the premises at any time and the right to inspect all activities performed therein directly related to the conservation and exchange of the designated germplasm.

Article 5**MANAGEMENT AND ADMINISTRATION**

- a) The Government of India undertakes to manage and administer the designated germplasm in accordance with Internationally accepted Standards, including standards as agreed upon by COGENT, and the International Genebank Standards, endorsed by the Commission, where these are applicable to coconut, and ensuring that all the designated germplasm is duplicated in order to ensure its safety.
- b) FAO may recommend action, if it considers such action to be desirable, to ensure the proper conservation of the designated germplasm.
- c) If the orderly maintenance of the designated germplasm is impeded or threatened by an event, including *force majeure*, and the Government of India does not have the capacity to take appropriate preventive or curative action, FAO and IPGRI shall seek the necessary resources from the international community for action to ensure the safety of the designated germplasm, including if necessary by its evacuation and transfer.

Article 6**POLICIES**

The Government of India and IPGRI recognize the intergovernmental authority of FAO and its Commission in setting policies for the International Network of Ex situ Collections referred to in Article 7 of the International Undertaking and undertake to consult with FAO and its Commission on proposed policy changes related to the conservation of, or accessibility to, the designated germplasm, subject, always to the provisions of Article 9 hereinafter. The Government of India and IPGRI shall give full consideration to any policy changes proposed by the Commission.

Article 7**STAFF**

- a) Staff responsible to manage and administer the designated germplasm shall be employed and remunerated by the Government of India.
- b) As and when deemed appropriate, FAO and IPGRI shall furnish technical backstopping on request by the Government of India and COGENT.

Article 8

FINANCES

The Government of India shall remain responsible for financing the maintenance of the designated germplasm.

Article 9

AVAILABILITY OF DESIGNATED GERmplasm AND RELATED INFORMATION

Subject to the provisions of Article 10 below, the Government of India undertakes to make samples of the designated germplasm and related information available directly to all countries participating in COGENT, for the purpose of scientific research, plant breeding or genetic resource conservation, without restriction.

Article 10

TRANSFER OF DESIGNATED GERmplasm AND RELATED INFORMATION

Where samples of the designated germplasm and/ or related information are transferred to any other person or institution the Government of India shall ensure that such other person or institution, and any further entity receiving samples of the designated germplasm from such person or institution, is bound by the conditions set out in Article 3 (b) and, in the case of samples duplicated for safety purposes, to the provisions of Article 5 (a).

This provision shall not apply to the repatriation of germplasm to the country that provided such germplasm.

Article 11

DURATION

- a) This Agreement is concluded for a period of 4 years and shall be automatically renewed for further periods of 4 years unless notice of non-renewal is given in writing by either party not less than 2 years before the end of any 4-year period.
- b) This Agreement shall be revised, if necessary, in accordance with the provisions of the revised International Undertaking.

Article 12

TERMINATION

- a) Either FAO or the Government of India may terminate this Agreement at any time by giving notice to the other, two years in advance of the termination date.
- b) FAO, the Government of India and IPGRI, shall, in such case, take all necessary measures to wind up joint activities in an appropriate manner and, within the limits of their respective competences, to ensure the continued conservation of and access to the designated germplasm.

Article 13

SETTLEMENT OF DISPUTES

- a) Any dispute concerning the implementation of this Agreement shall be settled by mutual consent.
- b) Failing mutual consent, such dispute may be submitted, at the request of either FAO, or the Government of India or IPGRI, to an arbitral tribunal composed of four members. Each party shall appoint one arbitrator. The three arbitrators thus appointed shall designate by mutual consent the fourth arbitrator, who will act as the presiding arbitrator of the tribunal. In case of equal division of votes the presiding arbitrator will have a second vote.
- c) If within two months after the receipt of a party's notification of the appointment of an arbitrator one or both of the other parties has/have not notified the first party of the arbitrators they have appointed, the first party may request the Secretary-General of the United Nations to appoint arbitrators to represent parties that have not appointed an arbitrator.
- d) If within two months after the appointment of the three arbitrators they have not agreed on the choice of the presiding arbitrator, such presiding arbitrator shall be designated by the Secretary-General of the United Nations at the request of either party.
- e) Unless the parties to the dispute decide otherwise, the tribunal shall determine its own procedure.
- f) A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding for the parties to the dispute.

Article 14

AMENDMENT

- a) FAO, the Government of India or IPGRI may propose that the Agreement be amended by so informing the other parties
- b) If there is mutual agreement in respect of a proposed amendment, the amendment shall enter into force on whatever date is set, and be reported to the next session of the Commission.

Article 15

DEPOSITARY

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

- a) send certified copies of this Agreement to the Member Nations of FAO and to any other Government which so requests;
- b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations;
- c) inform FAO Members Nations of:
 - i) the signature of this Agreement in accordance with Article 16; and
 - ii) the adoption of amendments to this Agreement in accordance with Article 14.

Article 16

COMING INTO FORCE

This Agreement shall come into force upon signature by the authorized representative of FAO, the Government of India and IPGRI.

The Food and Agriculture Organization
of the United Nations

The Government of India

By
(Signature)

Date:

By
(Signature)

Date:

The International Plant Genetic
Resources Institute (IPGRI)

By
(Signature)

Date:

APPENDIX**DESIGNATED GERMPLASM**

- a) List of germplasm accessions covered by this Agreement.

- b) List of locations where material is held.

Annexure-I

List of germplasm accessions covered by this Agreement.

I. KASARAGOD

<u>S.No.</u>	<u>Name of Variety</u>		
1.	Borneo	28.	Kulasekharam Yellow Dwarf
2.	Standard Kudat	29.	Kulasekharam Orange Dwarf
3.	Java	30.	Calangute
4.	Malayan Orange Dwarf	31.	Nadora Tall
5.	Malayan Green Dwarf	32.	Andaman Giant
6.	F.M.S.	33.	Andaman Ranguchan
7.	S.S. Green	34.	Car Nicobar
8.	S.S . Apricot	35.	Auck Chung
9.	Philippines Lono	36.	Tamaloo
10.	San Ramon	37.	Kimos
11.	Cochin China	38.	Kimmai
12.	Lifou Tall	39.	Katchal
13.	British Solomon Islands	40.	Campbell Bay
14.	Jamaica Sanblas	41.	Lakshdweep Micro
15.	St. Vincent		
16.	Blanchissuse	2. <u>KIDU</u>	
17.	Kenya Tall	42.	West Coast Tall
18.	Camaroon Dwarf	43.	Andaman Ordinary
19.	West African Tall	44.	Benaulim
20.	Mawa Hybrid (PB 121	45.	Tiptur Tall
21.	Zanzibar Tall	46.	East Coast Tall
22.	Ceylon Tall	47.	Chowghat Green Dwarf
23.	King Coconut	48.	Malayan Yellow Dwarf
24.	Kappadam	49.	Philippines Ordinary
25.	Spicata		
26.	Ayiramkachi		
27.	Kulasekharam Green Dwarf		

Annexure-II

List of locations where material is held.

Location	Varieties
1. Kasaragod	Sl. No. 1 to 41
2. Kidu	Sl. No 42 to 49

Establishment of the International Coconut Genebanks

Background To The Agreements

The Coconut Genetic Resources Network (COGENT) was established in 1992 to improve coconut production on a substantial basis and to increase incomes in developing countries through improved cultivation of the coconut and efficient utilization of its products. COGENT is actively undertaking an international collaborative programme with member countries to improve the conservation and use of coconut genetic resources in the following areas:

- 1) Establishing and maintaining an International Database on existing and future collections;
- 2) Encouraging the protection and utilization of existing germplasm collections;
- 3) Identifying and securing additional threatened diversity through the development and adoption of suitable technologies and conservation strategies;
- 4) Promotion of greater collaboration among research groups in producer countries and advanced technology sources in the exchange of germplasm and the development of new techniques; and
- 5) Appropriate training, information dissemination and securing the necessary funding.

COGENT operates through a steering committee comprised of two members from each of the 5 sub-networks namely Southeast Asia, South Asia, Pacific, Africa and Latin America/Caribbean, and a full time coordinator based in the Asia, Pacific and Oceania Regional Office of the International Plant Genetic Resources Institute (IPGRI-APO) in Singapore.

COGENT's membership has now grown to 35 coconut-producing countries, with each country having to agree to provide access to its coconut germplasm and data as one of the conditions for membership. The member countries are shown in the table below.

Southeast and East Asia	South Asia	South Pacific	Africa/Indian Ocean	Latin America/ Caribbean
1. China 2. Indonesia 3. Malaysia 4. Myanmar 5. Philippines 6. Thailand 7. Vietnam	1. Bangladesh 2. India 3. Pakistan 4. Sri Lanka	1. Cook Is. 2. Fiji 3. Kiribati 4. Papua New Guinea 5. Solomon Is. 6. Tonga 7. Vanuatu 8. Samoa	1. Benin 2. Cote d'Ivoire 3. Ghana 4. Kenya 5. Mozambique 6. Nigeria 7. Seychelles 8. Tanzania	1. Brazil 2. Costa Rica 3. Cuba 4. Guyana 5. Haiti 6. Jamaica 7. Mexico 8. Trinidad-Tobago

Under the mandate of the CGIAR, the IPGRI established COGENT with the endorsement of the Technical Advisory Committee. IPGRI functions as the executing institution for COGENT and provides administration and technical support and advice.

An essential component for sustainable production and improvement in coconut is the availability of a wide diversity of germplasm from around the world for use as introductions or in coconut breeding programmes to develop improved coconut varieties and hybrids for coconut producing countries.

To further ensure the security of germplasm in national collections which are important to each region and to provide member countries with germplasm for developing better varieties and hybrids, COGENT will establish an international multi-site genebank consisting of a regional genebank in each of the five COGENT regions. The host country will benefit from the use of the entire germplasm collection, and duplicates supplied from the other regional genebanks, in its breeding programme to develop high-yielding and adapted coconut varieties. The host countries have agreed to a 10-point criteria which include, among others, access of member countries to the held germplasm and commitment to gather and submit data and to maintain the collection.

The Convention on Biological Diversity (CBD) is a legally binding international agreement that sets out the sovereign rights of countries over their genetic resources as well as the responsibilities of states to conserve and to share these resources and benefits arising from their use.

The Food and Agriculture Organization (FAO) is in the process of establishing Global Network of *Ex Situ* Collections. In December 1994, close to half a million germplasm accessions of food crops held by 12 International Agricultural Research Centres under the CGIAR were placed under FAO trusteeship through a series of agreements signed by FAO and the chairman of the CGIAR acting on behalf of each of the 12 Centres. These agreements were developed in accordance with the CBD.

During a COGENT workshop held on 26-28 February 1996 at Pekanbaru, Riau, Indonesia, representatives of IPGRI, CIRAD and World Bank participated with COGENT members in developing a series of legal agreements, 7 year workplans and proposed budgets for each of the initial four genebanks to be hosted by India for South Asia, Indonesia for Southeast Asia, Papua New Guinea for the Pacific and Cote D'Ivoire for Africa.

The following 5 agreements, which are considered consistent with the CBD and necessary to facilitate access to coconut genetic resources of which individual countries agree to designate to the international genebanks are enclosed. These agreements follow closely those agreed to by FAO and the CGIAR centres, with two important changes. First, each host country holding the designated accessions is to be a party in signing the tripartite agreement, and IPGRI is the second party, acting on behalf of COGENT.

- (a) The tripartite agreement between the Government of India, the International Plant Genetic Resources Institute (IPGRI) and the Food and Agriculture Organization of the United Nations (FAO) Placing Coconut Germplasm Collections under the Auspices of FAO, provides a list of designated accessions for each genebank, and spells out the rights and obligations of the parties to the agreement.
- (b) The Interim Germplasm Acquisition Agreement sets out the terms and conditions of movement of coconut germplasm accessions from the country of origin to each of the international genebanks.

- (c) A standard Material Transfer Agreement specifies that the Host Country does not claim legal ownership over the designated germplasm or take out any intellectual property rights over that germplasm or related information. Furthermore, the host country also undertakes to pass the same obligations to all future recipients of designated germplasm. These documents are to be completed whenever there is an exchange of germplasm.