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Contents

I Acts whose publication is obligatory

.....

II Acts whose publication is not obligatory

Council

2004/869/EC:

- ★ **Council decision of 24 February 2004 concerning the conclusion, on behalf of the European Community, of the International Treaty on Plant Genetic Resources for Food and Agriculture 1**

2004/870/EC:

- ★ **Council decision of 29 April 2004 concerning the conclusion of the Cooperation Agreement between the European Community and the Islamic Republic of Pakistan 22**

II

(Acts whose publication is not obligatory)

COUNCIL

COUNCIL DECISION

of 24 February 2004

concerning the conclusion, on behalf of the European Community, of the International Treaty on Plant Genetic Resources for Food and Agriculture

(2004/869/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Articles 37 and 175(1), in conjunction with the first subparagraph of Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament ⁽¹⁾,

Whereas:

(1) World food security and sustainable agriculture depend on the conservation and sustainable use of plant genetic resources for agricultural research and breeding.

(2) The Community is a Member of the United Nations Food and Agriculture Organisation (FAO).

(3) The International Treaty on Plant Genetic Resources for Food and Agriculture, hereinafter referred to as the 'International Treaty', was adopted by the FAO Conference in Rome on 3 November 2001.

(4) The Community and its Member States signed the International Treaty on 6 June 2002.

(5) The International Treaty provides a legally binding global framework for the sustainable conservation of plant genetic resources for food and agriculture and a multilateral system under which all parties to the Treaty not only have access to such resources but may also share the commercial and other benefits arising from their use.

(6) The conservation and sustainable use of plant genetic resources for agricultural research and breeding are essential for the development of agricultural production, and for the preservation of agricultural biodiversity.

(7) By facilitating access to plant genetic resources under a multilateral system, the International Treaty should promote technical progress in agriculture, in accordance with Article 33 of the Treaty establishing the European Community.

(8) Pursuant to Article 174 of the Treaty establishing the European Community, Community policy on the environment is to contribute to the preservation, protection and improvement of the quality of the environment.

(9) By Decision 93/626/EEC ⁽²⁾, the Community concluded the Convention on Biological Diversity under the auspices of the United Nations Environment Programme. The measures to ensure the preservation of agricultural biodiversity included in the International Treaty will further the objectives of the Convention.

⁽¹⁾ Opinion delivered on 29 January 2004 (not yet published in the Official Journal).

⁽²⁾ OJ L 309, 13.12.1993, p. 1.

- (10) Article 26 of the International Treaty stipulates that it shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance, or approval are to be deposited with the Director-General of the FAO.
- (11) Mixed Community and Member States' competence linked with the principle of unity in the international representation of the Community favours joint action for simultaneous deposition of instruments of approval of the said International Treaty by the Community and its Member States.
- (12) In order to allow the participation of the Community and of its Member State in the Governing Body of the International Treaty as soon as possible after its entry into force, Member States should endeavour to complete their internal procedures for approval without delay.
- (13) It is therefore appropriate that the International Treaty attached to this Decision be approved on behalf of the Community,

HAS DECIDED AS FOLLOWS:

Article 1

The International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as the 'International Treaty'), which was adopted by the FAO Conference at its 31st Session in November 2001, is hereby approved on behalf of the Community.

The text of the International Treaty is attached to this Decision as Annex A.

Article 2

1. The President of the Council is hereby authorised to designate the person or persons empowered to deposit, on behalf of

the Community, the instrument of approval and the declarations set out in Annex B and C to this Decision with the Director-General of the FAO, in accordance with Articles 26 and 34 of the International Treaty.

2. Member States shall endeavour to take the necessary steps with a view to depositing their instruments of ratification or approval simultaneously with those of the European Community and the other Member States and as far as possible not later than 31 March 2004.

3. If, at that date, one or more Member States are not in a position to deposit their instruments of approval, the Community and the other Member States may proceed with the deposit.

Article 3

1. In a dispute settlement procedure as provided for by Article 22 of the International Treaty, the Community shall be represented by the Commission.

2. Where the Community or one or more Member States are party to the same dispute or involved in different disputes in which the same or similar legal issues are raised, the Commission and the Member States concerned shall defend their interests together, drawing up a cohesive legal and factual body of argument, in accordance with Community and national spheres of competence.

Done at Brussels, 24 February 2004.

For the Council

The President

J. WALSH

ANNEX A

INTERNATIONAL TREATY

on Plant Genetic Resources for Food and Agriculture

PREAMBLE

THE CONTRACTING PARTIES,

CONVINCED of the special nature of plant genetic resources for food and agriculture, their distinctive features and problems needing distinctive solutions;

ALARMED by the continuing erosion of these resources;

COGNISANT that plant genetic resources for food and agriculture are a common concern of all countries, in that all countries depend very largely on plant genetic resources for food and agriculture that originated elsewhere;

ACKNOWLEDGING that the conservation, exploration, collection, characterisation, evaluation and documentation of plant genetic resources for food and agriculture are essential in meeting the goals of the Rome Declaration on World Food Security and the World Food Summit Plan of Action and for sustainable agricultural development for this and future generations, and that the capacity of developing countries and countries with economies in transition to undertake such tasks needs urgently to be reinforced;

NOTING that the Global Plan of Action for the Conservation and Sustainable Use of Plant Genetic Resources for Food and Agriculture is an internationally agreed framework for such activities;

ACKNOWLEDGING FURTHER that plant genetic resources for food and agriculture are the raw material indispensable for crop genetic improvement, whether by means of farmers' selection, classical plant breeding or modern biotechnologies, and are essential in adapting to unpredictable environmental changes and future human needs;

AFFIRMING that the past, present and future contributions of farmers in all regions of the world, particularly those in centres of origin and diversity, in conserving, improving and making available these resources, is the basis of farmers' rights;

AFFIRMING ALSO that the rights recognised in this Treaty to save, use, exchange and sell farm-saved seed and other propagating material, and to participate in decision-making regarding, and in the fair and equitable sharing of the benefits arising from, the use of plant genetic resources for food and agriculture, are fundamental to the realisation of farmers' rights, as well as the promotion of farmers' rights at national and international levels;

RECOGNISING that this Treaty and other international agreements relevant to this Treaty should be mutually supportive with a view to sustainable agriculture and food security;

AFFIRMING that nothing in this Treaty shall be interpreted as implying in any way a change in the rights and obligations of the Contracting Parties under other international agreements;

UNDERSTANDING that the previous recital is not intended to create a hierarchy between this Treaty and other international agreements;

AWARE that questions regarding the management of plant genetic resources for food and agriculture are at the meeting point between agriculture, the environment and commerce, and convinced that there should be synergy among these sectors;

AWARE of their responsibility to past and future generations to conserve the world's diversity of plant genetic resources for food and agriculture;

RECOGNISING that, in the exercise of their sovereign rights over their plant genetic resources for food and agriculture, States may mutually benefit from the creation of an effective multilateral system for facilitated access to a negotiated selection of these resources and for the fair and equitable sharing of the benefits arising from their use; and

DESIRING to conclude an international agreement within the framework of the Food and Agriculture Organisation of the United Nations, hereinafter referred to as FAO, under Article XIV of the FAO Constitution;

HAVE AGREED AS FOLLOWS:

PART I

INTRODUCTION

Article 1

Objectives

1.1. The objectives of this Treaty are the conservation and sustainable use of plant genetic resources for food and agriculture and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security.

1.2. These objectives will be attained by closely linking this Treaty to the Food and Agriculture Organisation of the United Nations and to the Convention on Biological Diversity.

Article 2

Use of terms

For the purpose of this Treaty, the following terms shall have the meanings hereunder assigned to them. These definitions are not intended to cover trade in commodities:

'*in situ* conservation' means the conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their natural surroundings and, in the case of domesticated or cultivated plant species, in the surroundings where they have developed their distinctive properties;

'*ex situ* conservation' means the conservation of plant genetic resources for food and agriculture outside their natural habitat;

'plant genetic resources for food and agriculture' means any genetic material of plant origin of actual or potential value for food and agriculture;

'genetic material' means any material of plant origin, including reproductive and vegetative propagating material, containing functional units of heredity;

'variety' means a plant grouping, within a single botanical taxon of the lowest known rank, defined by the reproducible expression of its distinguishing and other genetic characteristics;

'*ex situ* collection' means a collection of plant genetic resources for food and agriculture maintained outside their natural habitat;

'centre of origin' means a geographical area where a plant species, either domesticated or wild, first developed its distinctive properties.

'centre of crop diversity' means a geographic area containing a high level of genetic diversity for crop species in *in situ* conditions.

Article 3

Scope

This Treaty relates to plant genetic resources for food and agriculture.

PART II

GENERAL PROVISIONS

Article 4

General Obligations

Each Contracting Party shall ensure the conformity of its laws, regulations and procedures with its obligations as provided in this Treaty.

Article 5

Conservation, exploration, collection, characterisation, evaluation and documentation of plant genetic resources for food and agriculture

5.1. Each Contracting Party shall, subject to national legislation, and in cooperation with other Contracting Parties where appropriate, promote an integrated approach to the exploration, conservation and sustainable use of plant genetic resources for food and agriculture and shall in particular, as appropriate:

- (a) survey and inventory plant genetic resources for food and agriculture, taking into account the status and degree of variation in existing populations, including those that are of potential use and, as feasible, assess any threats to them;
- (b) promote the collection of plant genetic resources for food and agriculture and relevant associated information on those plant genetic resources that are under threat or are of potential use;
- (c) promote or support, as appropriate, farmers and local communities' efforts to manage and conserve on-farm their plant genetic resources for food and agriculture;
- (d) promote *in situ* conservation of wild crop relatives and wild plants for food production, including in protected areas, by supporting, *inter alia*, the efforts of indigenous and local communities;
- (e) cooperate to promote the development of an efficient and sustainable system of *ex situ* conservation, giving due attention to the need for adequate documentation, characterisation, regeneration and evaluation, and promote 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;
- (f) monitor the maintenance of the viability, degree of variation, and the genetic integrity of collections of plant genetic resources for food and agriculture.

5.2. The Contracting Parties shall, as appropriate, take steps to minimise or, if possible, eliminate threats to plant genetic resources for food and agriculture.

Article 6

Sustainable use of plant genetic resources

6.1. The Contracting Parties shall develop and maintain appropriate policy and legal measures that promote the sustainable use of plant genetic resources for food and agriculture.

6.2. The sustainable use of plant genetic resources for food and agriculture may include such measures as:

- (a) pursuing fair agricultural policies that promote, as appropriate, the development and maintenance of diverse farming systems that enhance the sustainable use of agricultural biological diversity and other natural resources;
- (b) strengthening research which enhances and conserves biological diversity by maximising intra- and inter-specific variation for the benefit of farmers, especially those who generate and use their own varieties and apply ecological principles in maintaining soil fertility and in combating diseases, weeds and pests;
- (c) promoting, as appropriate, plant breeding efforts which, with the participation of farmers, particularly in developing countries, strengthen the capacity to develop varieties particularly adapted to social, economic and ecological conditions, including in marginal areas;
- (d) broadening the genetic base of crops and increasing the range of genetic diversity available to farmers;
- (e) promoting, as appropriate, the expanded use of local and locally adapted crops, varieties and under-utilised species;
- (f) supporting, as appropriate, the wider use of diversity of varieties and species in on-farm management, conservation and sustainable use of crops and creating strong links to plant breeding and agricultural development in order to reduce crop vulnerability and genetic erosion, and promote increased world food production compatible with sustainable development;

and

- (g) reviewing, and, as appropriate, adjusting breeding strategies and regulations concerning variety release and seed distribution.

*Article 7***National commitments and international cooperation**

7.1. Each Contracting Party shall, as appropriate, integrate into its agriculture and rural development policies and programmes, activities referred to in Articles 5 and 6, and cooperate with other Contracting Parties, directly or through the FAO and other relevant international organisations, in the conservation and sustainable use of plant genetic resources for food and agriculture.

7.2. International cooperation shall, in particular, be directed to:

- (a) establishing or strengthening the capabilities of developing countries and countries with economies in transition with respect to conservation and sustainable use of plant genetic resources for food and agriculture;
 - (b) enhancing international activities to promote conservation, evaluation, documentation, genetic enhancement, plant breeding, seed multiplication; and sharing, providing access to, and exchanging, in conformity with Part IV, plant genetic resources for food and agriculture and appropriate information and technology;
 - (c) maintaining and strengthening the institutional arrangements provided for in Part V;
- and
- (d) implement the funding strategy of Article 18.

*Article 8***Technical assistance**

The Contracting Parties agree to promote the provision of technical assistance to Contracting Parties, especially those that are developing countries or countries with economies in transition, either bilaterally or through the appropriate international organisations, with the objective of facilitating the implementation of this Treaty.

PART III

FARMERS' RIGHTS*Article 9***Farmers' rights**

9.1. The Contracting Parties recognise the enormous contribution that the local and indigenous communities and farmers of all regions of the world, particularly those in the centres of origin and crop diversity, have made and will continue to make for the conservation and development of plant genetic resources which constitute the basis of food and agriculture production throughout the world.

9.2. The Contracting Parties agree that the responsibility for realising farmers' rights, as they relate to plant genetic resources for food and agriculture, rests with national governments. In accordance with their needs and priorities, each Contracting Party should, as appropriate, and subject to its national legislation, take measures to protect and promote farmers' rights, including:

- (a) protection of traditional knowledge relevant to plant genetic resources for food and agriculture;
- (b) the right to equitably participate in sharing benefits arising from the utilisation of plant genetic resources for food and agriculture; and
- (c) the right to participate in making decisions, at national level, on matters related to the conservation and sustainable use of plant genetic resources for food and agriculture.

9.3. Nothing in this Article shall be interpreted to limit any rights that farmers have to save, use, exchange and sell farm-saved seed/propagating material, subject to national law and as appropriate.

PART IV

THE MULTILATERAL SYSTEM OF ACCESS AND BENEFIT-SHARING*Article 10***Multilateral system of access and benefit-sharing**

10.1. In their relationships with other States, the Contracting Parties recognise the sovereign rights of States over their own plant genetic resources for food and agriculture, including that the authority to determine access to those resources rests with national governments and is subject to national legislation.

10.2. In the exercise of their sovereign rights, the Contracting Parties agree to establish a multilateral system, which is efficient, effective, and transparent, both to facilitate access to plant genetic resources for food and agriculture, and to share, in a fair and equitable way, the benefits arising from the utilisation of these resources, on a complementary and mutually reinforcing basis.

Article 11

Coverage of the Multilateral System

11.1. In furtherance of the objectives of conservation and sustainable use of plant genetic resources for food and agriculture and the fair and equitable sharing of benefits arising out of their use, as stated in Article 1, the Multilateral System shall cover the plant genetic resources for food and agriculture listed in Annex I, established according to criteria of food security and interdependence.

11.2. The Multilateral System, as identified in Article 11.1, shall include all plant genetic resources for food and agriculture listed in Annex I that are under the management and control of the Contracting Parties and in the public domain. With a view to achieving the fullest possible coverage of the Multilateral System, the Contracting Parties invite all other holders of the plant genetic resources for food and agriculture listed in Annex I to include these plant genetic resources for food and agriculture in the Multilateral System.

11.3. Contracting Parties also agree to take appropriate measures to encourage natural and legal persons within their jurisdiction who hold plant genetic resources for food and agriculture listed in Annex I to include such plant genetic resources for food and agriculture in the Multilateral System.

11.4. Within two years of the entry into force of the Treaty, the Governing Body shall assess the progress in including the plant genetic resources for food and agriculture referred to in paragraph 11.3 in the Multilateral System. Following this assessment, the Governing Body shall decide whether access shall continue to be facilitated to those natural and legal persons referred to in paragraph 11.3 that have not included these plant genetic resources for food and agriculture in the Multilateral System, or take such other measures as it deems appropriate.

11.5. The Multilateral System shall also include the plant genetic resources for food and agriculture listed in Annex I and held in the *ex situ* collections of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR), as provided in Article 15.1a, and in other international institutions, in accordance with Article 15.5.

Article 12

Facilitated access to plant genetic resources for food and agriculture within the Multilateral System

12.1. The Contracting Parties agree that facilitated access to plant genetic resources for food and agriculture under the Multilateral System, as defined in Article 11, shall be in accordance with the provisions of this Treaty.

12.2. The Contracting Parties agree to take the necessary legal or other appropriate measures to provide such access to other Contracting Parties through the Multilateral System. To this effect, such access shall also be provided to legal and natural persons under the jurisdiction of any Contracting Party, subject to the provisions of Article 11.4.

12.3. Such access shall be provided in accordance with the conditions below:

- (a) access shall be provided solely for the purpose of utilisation and conservation for research, breeding and training for food and agriculture, provided that such purpose does not include chemical, pharmaceutical and/or other non-food/feed industrial uses. In the case of multiple-use crops (food and non-food), their importance for food security should be the determinant for their inclusion in the Multilateral System and availability for facilitated access;
- (b) access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved;
- (c) all available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the plant genetic resources for food and agriculture provided;
- (d) recipients shall not claim any intellectual property or other rights that limit the facilitated access to the plant genetic resources for food and agriculture, or their genetic parts or components, in the form received from the Multilateral System;
- (e) access to plant genetic resources for food and agriculture under development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development;
- (f) access to plant genetic resources for food and agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws;
- (g) plant genetic resources for food and agriculture accessed under the Multilateral System and conserved shall continue to be made available to the Multilateral System by the recipients of those plant genetic resources for food and agriculture, under the terms of this Treaty; and

(h) without prejudice to the other provisions under this Article, the Contracting Parties agree that access to plant genetic resources for food and agriculture found in *in situ* conditions will be provided according to national legislation or, in the absence of such legislation, in accordance with such standards as may be set by the Governing Body.

12.4. To this effect, facilitated access, in accordance with Articles 12.2 and 12.3, shall be provided pursuant to a standard material transfer agreement (MTA), which shall be adopted by the Governing Body and contain the provisions of Articles 12.3a, d and g, as well as the benefit-sharing provisions set forth in Article 13.2d(ii) and other relevant provisions of this Treaty, and the provision that the recipient of the plant genetic resources for food and agriculture shall require that the conditions of the MTA shall apply to the transfer of plant genetic resources for food and agriculture to another person or entity, as well as to any subsequent transfers of those plant genetic resources for food and agriculture.

12.5. Contracting Parties shall ensure that an opportunity to seek recourse is available, consistent with applicable jurisdictional requirements, under their legal systems, in case of contractual disputes arising under such MTAs, recognising that obligations arising under such MTAs rest exclusively with the parties to those MTAs.

12.6. In emergency disaster situations, the Contracting Parties agree to provide facilitated access to appropriate plant genetic resources for food and agriculture in the Multilateral System for the purpose of contributing to the re-establishment of agricultural systems, in cooperation with disaster relief coordinators.

Article 13

Benefit-sharing in the Multilateral System

13.1. The Contracting Parties recognise that facilitated access to plant genetic resources for food and agriculture which are included in the Multilateral System constitutes itself a major benefit of the Multilateral System and agree that benefits accruing therefrom shall be shared fairly and equitably in accordance with the provisions of this Article.

13.2. The Contracting Parties agree that benefits arising from the use, including commercial, of plant genetic resources for food and agriculture under the Multilateral System shall be shared fairly and equitably through the following mechanisms: the exchange

of information, access to and transfer of technology, capacity-building, and the sharing of the benefits arising from commercialisation, taking into account the priority activity areas in the rolling Global Plan of Action, under the guidance of the Governing Body:

(a) Exchange of information

The Contracting Parties agree to make available information which shall, *inter alia*, encompass catalogues and inventories, information on technologies, results of technical, scientific and socioeconomic research, including characterisation, evaluation and utilisation, regarding those plant genetic resources for food and agriculture under the Multilateral System. Such information shall be made available, where non-confidential, subject to applicable law and in accordance with national capabilities. Such information shall be made available to all Contracting Parties to this Treaty through the information system, provided for in Article 17.

(b) Access to and transfer of technology

(i) The Contracting Parties undertake to provide and/or facilitate access to technologies for the conservation, characterisation, evaluation and use of plant genetic resources for food and agriculture which are under the Multilateral System. Recognising that some technologies can only be transferred through genetic material, the Contracting Parties shall provide and/or facilitate access to such technologies and genetic material which is under the Multilateral System and to improved varieties and genetic material developed through the use of plant genetic resources for food and agriculture under the Multilateral System, in conformity with the provisions of Article 12. Access to these technologies, improved varieties and genetic material shall be provided and/or facilitated, while respecting applicable property rights and access laws, and in accordance with national capabilities.

(ii) Access to and transfer of technology to countries, especially to developing countries and countries with economies in transition, shall be carried out through a set of measures, such as the establishment and maintenance of, and participation in, crop-based thematic groups on utilisation of plant genetic resources for food and agriculture, all types of partnership in research and development and in commercial joint ventures relating to the material received, human resource development, and effective access to research facilities.

(iii) Access to and transfer of technology as referred to in (i) and (ii) above, including that protected by intellectual property rights, to developing countries that are Contracting Parties, in particular least developed countries, and countries with economies in transition, shall be provided and/or facilitated under fair and most favourable terms, in particular in the case of technologies for use in conservation as well as technologies for the benefit of farmers in developing countries, especially in least developed countries, and countries with economies in transition, including on concessional and preferential terms where mutually agreed, *inter alia*, through partnerships in research and development under the Multilateral System. Such access and transfer shall be provided on terms which recognise and are consistent with the adequate and effective protection of intellectual property rights.

(c) *Capacity-building*

Taking into account the needs of developing countries and countries with economies in transition, as expressed through the priority they accord to building capacity in plant genetic resources for food and agriculture in their plans and programmes, when in place, in respect of those plant genetic resources for food and agriculture covered by the Multilateral System, the Contracting Parties agree to give priority to (i) establishing and/or strengthening programmes for scientific and technical education and training in conservation and sustainable use of plant genetic resources for food and agriculture, (ii) developing and strengthening facilities for conservation and sustainable use of plant genetic resources for food and agriculture, in particular in developing countries, and countries with economies in transition, and (iii) carrying out scientific research preferably, and where possible, in developing countries and countries with economies in transition, in cooperation with institutions of such countries, and developing capacity for such research in fields where they are needed.

(d) *Sharing of monetary and other benefits of commercialisation*

(i) The Contracting Parties agree, under the Multilateral System, to take measures in order to achieve commercial benefit-sharing, through the involvement of the private and public sectors in activities identified under this Article, through partnerships and collaboration, including with the private sector in developing countries and countries with economies in transition, in research and technology development;

(ii) The Contracting Parties agree that the standard Material Transfer Agreement referred to in Article 12.4 shall include a requirement that a recipient who commercialises a product that is a plant genetic resource for food and agriculture and that incorporates material accessed from the Multilateral System, shall pay to the mechanism referred to in Article 19.3f, an equitable share of

the benefits arising from the commercialisation of that product, except whenever such a product is available without restriction to others for further research and breeding, in which case the recipient who commercialises shall be encouraged to make such payment.

The Governing Body shall, at its first meeting, determine the level, form and manner of the payment, in line with commercial practice. The Governing Body may decide to establish different levels of payment for various categories of recipients who commercialise such products; it may also decide on the need to exempt from such payments small farmers in developing countries and in countries with economies in transition. The Governing Body may, from time to time, review the levels of payment with a view to achieving fair and equitable sharing of benefits, and it may also assess, within a period of five years from the entry into force of this Treaty, whether the mandatory payment requirement in the MTA shall apply also in cases where such commercialised products are available without restriction to others for further research and breeding.

13.3. The Contracting Parties agree that benefits arising from the use of plant genetic resources for food and agriculture that are shared under the Multilateral System should flow primarily, directly and indirectly, to farmers in all countries, especially in developing countries, and countries with economies in transition, who conserve and sustainably utilise plant genetic resources for food and agriculture.

13.4. The Governing Body shall, at its first meeting, consider relevant policy and criteria for specific assistance under the agreed funding strategy established under Article 18 for the conservation of plant genetic resources for food and agriculture in developing countries, and countries with economies in transition whose contribution to the diversity of plant genetic resources for food and agriculture in the Multilateral System is significant and/or which have special needs.

13.5. The Contracting Parties recognise that the ability to fully implement the Global Plan of Action, in particular of developing countries and countries with economies in transition, will depend largely upon the effective implementation of this Article and of the funding strategy as provided in Article 18.

13.6. The Contracting Parties shall consider modalities of a strategy of voluntary benefit-sharing contributions whereby food processing industries that benefit from plant genetic resources for food and agriculture shall contribute to the Multilateral System.

PART V

SUPPORTING COMPONENTS

Article 14

Global Plan of Action

Recognising that the rolling Global Plan of Action for the conservation and sustainable use of plant genetic resources for food and agriculture is important to this Treaty, Contracting Parties should promote its effective implementation, including through national actions and, as appropriate, international cooperation to provide a coherent framework, *inter alia*, for capacity-building, technology transfer and exchange of information, taking into account the provisions of Article 13.

Article 15

Ex situ collections of plant genetic resources for food and agriculture

15.1. Held by the International Agricultural Research Centres of the Consultative Group on International Agricultural Research and other international institutions The Contracting Parties recognise the importance to this Treaty of the *ex situ* collections of plant genetic resources for food and agriculture held in trust by the International Agricultural Research Centres (IARCs) of the Consultative Group on International Agricultural Research (CGIAR). The Contracting Parties call upon the IARCs to sign agreements with the Governing Body with regard to such *ex situ* collections, in accordance with the following terms and conditions:

- (a) plant genetic resources for food and agriculture listed in Annex I of this Treaty and held by the IARCs shall be made available in accordance with the provisions set out in Part IV of this Treaty;
 - (b) plant genetic resources for food and agriculture other than those listed in Annex I of this Treaty and collected before its entry into force that are held by IARCs shall be made available in accordance with the provisions of the MTA currently in use pursuant to agreements between the IARCs and the FAO. This MTA shall be amended by the Governing Body no later than its second regular session, in consultation with the IARCs, in accordance with the relevant provisions of this Treaty, especially Articles 12 and 13, and under the following conditions:
 - (i) the IARCs shall periodically inform the Governing Body about the MTAs entered into, according to a schedule to be established by the Governing Body,
 - (ii) the Contracting Parties in whose territory the plant genetic resources for food and agriculture were collected from *in situ* conditions shall be provided with samples of such plant genetic resources for food and agriculture on demand, without any MTA,
 - (iii) benefits arising under the above MTA that accrue to the mechanism mentioned in Article 19.3f shall be applied, in particular, to the conservation and sustainable use of the plant genetic resources for food and agriculture in question, particularly in national and regional programmes in developing countries and countries with economies in transition, especially in centres of diversity and the least developed countries, and
 - (iv) the IARCs shall take appropriate measures, in accordance with their capacity, to maintain effective compliance with the conditions of the MTAs, and shall promptly inform the Governing Body of cases of non-compliance;
- (c) IARCs recognise the authority of the Governing Body to provide policy guidance relating to *ex situ* collections held by them and subject to the provisions of this Treaty;
- (d) the scientific and technical facilities in which such *ex situ* collections are conserved shall remain under the authority of the IARCs, which undertake to manage and administer these *ex situ* collections in accordance with internationally accepted standards, in particular the Genepool Standards as endorsed by the FAO Commission on Genetic Resources for Food and Agriculture;
- (d) upon request by an IARC, the Secretary shall endeavour to provide appropriate technical support;
- (f) the Secretary shall have, at any time, right of access to the facilities, as well as right to inspect all activities performed therein directly related to the conservation and exchange of the material covered by this Article;
- (g) if the orderly maintenance of these *ex situ* collections held by IARCs is impeded or threatened by whatever event, including *force majeure*, the Secretary, with the approval of the host country, shall assist in its evacuation or transfer, to the extent possible.
- 15.2. The Contracting Parties agree to provide facilitated access to plant genetic resources for food and agriculture in Annex I under the Multilateral System to IARCs of the CGIAR that have signed agreements with the Governing Body in accordance with this Treaty. Such centres shall be included in a list held by the Secretary to be made available to the Contracting Parties on request.

15.3. The material other than that listed in Annex I, which is received and conserved by IARCs after the coming into force of this Treaty, shall be available for access on terms consistent with those mutually agreed between the IARCs that receive the material and the country of origin of such resources or the country that has acquired those resources in accordance with the Convention on Biological Diversity or other applicable law.

15.4. The Contracting Parties are encouraged to provide IARCs that have signed agreements with the Governing Body with access, on mutually agreed terms, to plant genetic resources for food and agriculture not listed in Annex I that are important to the programmes and activities of the IARCs.

15.5. The Governing Body will also seek to establish agreements for the purposes stated in this Article with other relevant international institutions.

Article 16

International plant genetic resources networks

16.1. Existing cooperation in international plant genetic resources for food and agriculture networks will be encouraged or developed on the basis of existing arrangements and consistent with the terms of this Treaty, so as to achieve as complete coverage as possible of plant genetic resources for food and agriculture.

16.2. The Contracting Parties will encourage, as appropriate, all relevant institutions, including governmental, private, non-governmental, research, breeding and other institutions, to participate in the international networks.

Article 17

The global information system on plant genetic resources for food and agriculture

17.1. The Contracting Parties shall cooperate to develop and strengthen a global information system to facilitate the exchange of information, based on existing information systems, on scientific, technical and environmental matters related to plant genetic resources for food and agriculture, with the expectation that such exchange of information will contribute to the sharing of benefits by making information on plant genetic resources for food and agriculture available to all Contracting Parties. In developing the global information system, cooperation will be sought with the clearing house mechanism of the Convention on Biological Diversity.

17.2. Based on notification by the Contracting Parties, early warning should be provided about hazards that threaten the efficient maintenance of plant genetic resources for food and agriculture, with a view to safeguarding the material.

17.3. The Contracting Parties shall cooperate with the Commission on Genetic Resources for Food and Agriculture of the FAO in its periodic reassessment of the state of the world's plant genetic resources for food and agriculture in order to facilitate the updating of the rolling Global Plan of Action referred to in Article 14.

PART VI

FINANCIAL PROVISIONS

Article 18

Financial resources

18.1. The Contracting Parties undertake to implement a funding strategy for the implementation of this Treaty in accordance with the provisions of this Article.

18.2. The objectives of the funding strategy shall be to enhance the availability, transparency, efficiency and effectiveness of the provision of financial resources to implement activities under this Treaty.

18.3. In order to mobilise funding for priority activities, plans and programmes, in particular in developing countries and countries with economies in transition, and taking the Global Plan of Action into account, the Governing Body shall periodically establish a target for such funding.

18.4. Pursuant to this funding strategy:

- (a) the Contracting Parties shall take the necessary and appropriate measures within the Governing Bodies of relevant international mechanisms, funds and bodies to ensure due priority and attention to the effective allocation of predictable and agreed resources for the implementation of plans and programmes under this Treaty;
- (b) the extent to which Contracting Parties that are developing countries and Contracting Parties with economies in transition will effectively implement their commitments under this Treaty will depend on the effective allocation, particularly by the developed country Parties, of the resources referred to in this Article. Contracting Parties that are developing countries and Contracting Parties with economies in transition will accord due priority in their own plans and programmes to building capacity in plant genetic resources for food and agriculture;

- (c) the Contracting Parties that are developed countries also provide, and Contracting Parties that are developing countries and Contracting Parties with economies in transition avail themselves of, financial resources for the implementation of this Treaty through bilateral and regional and multilateral channels. Such channels shall include the mechanism referred to in Article 19.3f;
- (d) each Contracting Party agrees to undertake, and provide financial resources for national activities for the conservation and sustainable use of plant genetic resources for food and agriculture in accordance with its national capabilities and financial resources. The financial resources provided shall not be used to ends inconsistent with this Treaty, in particular in areas related to international trade in commodities;
- (e) the Contracting Parties agree that the financial benefits arising from Article 13.2d are part of the funding strategy;
- (f) voluntary contributions may also be provided by Contracting Parties, the private sector, taking into account the provisions of Article 13, non-governmental organisations and other sources. The Contracting Parties agree that the Governing Body shall consider modalities of a strategy to promote such contributions.

18.5. The Contracting Parties agree that priority will be given to the implementation of agreed plans and programmes for farmers in developing countries, especially in least developed countries, and in countries with economies in transition, who conserve and sustainably utilise plant genetic resources for food and agriculture.

PART VII

INSTITUTIONAL PROVISIONS

Article 19

Governing Body

19.1. A Governing Body for this Treaty is hereby established, composed of all Contracting Parties.

19.2. All decisions of the Governing Body shall be taken by consensus unless by consensus another method of arriving at a decision on certain measures is reached, except that consensus shall always be required in relation to Articles 23 and 24.

19.3. The functions of the Governing Body shall be to promote the full implementation of this Treaty, keeping in view its objectives, and, in particular, to:

- (a) provide policy direction and guidance to monitor, and adopt such recommendations as necessary for the implementation of this Treaty and, in particular, for the operation of the Multilateral System;
- (b) adopt plans and programmes for the implementation of this Treaty;
- (c) adopt, at its first session, and periodically review the funding strategy for the implementation of this Treaty, in accordance with the provisions of Article 18;
- (d) adopt the budget of this Treaty;
- (e) consider and establish subject to the availability of necessary funds such subsidiary bodies as may be necessary, and their respective mandates and composition;
- (f) establish, as needed, an appropriate mechanism, such as a Trust Account, for receiving and utilising financial resources that will accrue to it for purposes of implementing this Treaty;
- (g) establish and maintain cooperation with other relevant international organisations and treaty bodies, including in particular the Conference of the Parties to the Convention on Biological Diversity, on matters covered by this Treaty, including their participation in the funding strategy;
- (h) consider and adopt, as required, amendments to this Treaty, in accordance with the provisions of Article 23;
- (i) consider and adopt, as required, amendments to annexes to this Treaty, in accordance with the provisions of Article 24;
- (j) consider modalities of a strategy to encourage voluntary contributions, in particular, with reference to Articles 13 and 18;
- (k) perform such other functions as may be necessary for the fulfilment of the objectives of this Treaty;
- (l) take note of relevant decisions of the Conference of the Parties to the Convention on Biological Diversity and other relevant international organisations and treaty bodies;

(m) inform, as appropriate, the Conference of the Parties to the Convention on Biological Diversity and other relevant international organisations and treaty bodies of matters regarding the implementation of this Treaty;

and

(n) approve the terms of agreements with the IARCs and other international institutions under Article 15, and review and amend the MTA in Article 15.

19.4. Subject to Article 19.6, each Contracting Party shall have one vote and may be represented at sessions of the Governing Body by a single delegate who may be accompanied by an alternate, and by experts and advisers. Alternates, experts and advisers may take part in the proceedings of the Governing Body but may not vote, except in the case of their being duly authorised to substitute for the delegate.

19.5. The United Nations, its specialised agencies and the International Atomic Energy Agency, as well as any State not a Contracting Party to this Treaty, may be represented as observers at sessions of the Governing Body. Any other body or agency, whether governmental or non-governmental, qualified in fields relating to conservation and sustainable use of plant genetic resources for food and agriculture, which has informed the Secretary of its wish to be represented as an observer at a session of the Governing Body, may be admitted unless at least one third of the Contracting Parties present object. The admission and participation of observers shall be subject to the Rules of Procedure adopted by the Governing Body.

19.6. A Member Organisation of the FAO that is a Contracting Party and the Member States of that Member Organisation that are Contracting Parties shall exercise their membership rights and fulfil their membership obligations in accordance, *mutatis mutandis*, with the Constitution and General Rules of the FAO.

19.7. The Governing Body shall adopt and amend, as required, its own Rules of Procedure and financial rules which shall not be inconsistent with this Treaty.

19.8. The presence of delegates representing a majority of the Contracting Parties shall be necessary to constitute a quorum at any session of the Governing Body.

19.9. The Governing Body shall hold regular sessions at least once every two years. These sessions should, as far as possible, be held back-to-back with the regular sessions of the Commission on Genetic Resources for Food and Agriculture.

19.10. Special sessions of the Governing Body shall be held at such other times as may be deemed necessary by the Governing Body, or at the written request of any Contracting Party, provided that this request is supported by at least one third of the Contracting Parties.

19.11. The Governing Body shall elect its Chairperson and Vice-Chairpersons (collectively referred to as the Bureau), in conformity with its Rules of Procedure.

Article 20

Secretary

20.1. The Secretary of the Governing Body shall be appointed by the Director-General of the FAO, with the approval of the Governing Body. The Secretary shall be assisted by such staff as may be required.

20.2. The Secretary shall perform the following functions:

- (a) arrange for and provide administrative support for sessions of the Governing Body and for any subsidiary bodies as may be established;
- (b) assist the Governing Body in carrying out its functions, including the performance of specific tasks that the Governing Body may decide to assign to it;
- (c) report on its activities to the Governing Body.

20.3. The Secretary shall communicate to all Contracting Parties and to the Director-General:

- (a) decisions of the Governing Body within 60 days of adoption;
- (b) information received from Contracting Parties in accordance with the provisions of this Treaty.

20.4. The Secretary shall provide documentation in the six languages of the United Nations for sessions of the Governing Body.

20.5. The Secretary shall cooperate with other organisations and treaty bodies, including in particular the Secretariat of the Convention on Biological Diversity, in achieving the objectives of this Treaty.

Article 21

Compliance

The Governing Body shall, at its first meeting, consider and approve cooperative and effective procedures and operational mechanisms to promote compliance with the provisions of this Treaty and to address issues of non-compliance. These procedures and mechanisms shall include monitoring, and offering advice or assistance, including legal advice or legal assistance, when needed, in particular to developing countries and countries with economies in transition.

*Article 22***Settlement of disputes**

22.1. In the event of a dispute between Contracting Parties concerning the interpretation or application of this Treaty, the parties concerned shall seek solutions by negotiation.

22.2. If the parties concerned cannot reach agreement by negotiation, they may jointly seek the good offices of, or request mediation by, a third party.

22.3. When ratifying, accepting, approving or acceding to this Treaty, or at any time thereafter, a Contracting Party may declare in writing to the Depositary that for a dispute not resolved in accordance with Article 22.1 or Article 22.2 above, it accepts one or both of the following means of dispute settlement as compulsory:

- (a) arbitration in accordance with the procedure laid down in Part 1 of Annex II to this Treaty;
- (b) submission of the dispute to the International Court of Justice.

22.4. If the parties to the dispute have not, in accordance with Article 22.3 above, accepted the same or any procedure, the dispute shall be submitted to conciliation in accordance with Part 2 of Annex II to this Treaty unless the parties otherwise agree.

*Article 23***Amendments to the Treaty**

23.1. Amendments to this Treaty may be proposed by any Contracting Party.

23.2. Amendments to this Treaty shall be adopted at a session of the Governing Body. The text of any proposed amendment shall be communicated to Contracting Parties by the Secretary at least six months before the session at which it is proposed for adoption.

23.3. All amendments to this Treaty shall only be made by consensus of the Contracting Parties present at the session of the Governing Body.

23.4. Any amendment adopted by the Governing Body shall come into force among Contracting Parties having ratified, accepted or approved it on the 90th day after the deposit of instruments of ratification, acceptance or approval by two-thirds of the Contracting Parties. Thereafter the amendment shall enter into force for any other Contracting Party on the 90th day after that Contracting Party deposits its instrument of ratification, acceptance or approval of the amendment.

23.5. For the purpose of this Article, an instrument deposited by a Member Organisation of the FAO shall not be counted as additional to those deposited by Member States of such an organisation.

*Article 24***Annexes**

24.1. The annexes to this Treaty shall form an integral part of this Treaty and a reference to this Treaty shall constitute at the same time a reference to any annexes thereto.

24.2. The provisions of Article 23 regarding amendments to this Treaty shall apply to the amendment of annexes.

*Article 25***Signature**

This Treaty shall be open for signature at the FAO from 3 November 2001 to 4 November 2002 by all Members of the FAO and any States that are not Members of the FAO but are Members of the United Nations, or any of its specialised agencies or of the International Atomic Energy Agency.

*Article 26***Ratification, acceptance or approval**

This Treaty shall be subject to ratification, acceptance or approval by the Members and non-Members of the FAO referred to in Article 25. Instruments of ratification, acceptance, or approval shall be deposited with the Depositary.

*Article 27***Accession**

This Treaty shall be open for accession by all Members of the FAO and any States that are not Members of the FAO but are Members of the United Nations, or any of its specialised agencies or of the International Atomic Energy Agency from the date on which the Treaty is closed for signature. Instruments of accession shall be deposited with the Depositary.

*Article 28***Entry into force**

28.1. Subject to the provisions of Article 29.2, this Treaty shall enter into force on the 90th day after the deposit of the 40th instrument of ratification, acceptance, approval or accession, provided that at least 20 instruments of ratification, acceptance, approval or accession have been deposited by Members of the FAO.

28.2. For each Member of the FAO and any State that is not a Member of the FAO but is a Member of the United Nations, or any of its specialised agencies or of the International Atomic Energy Agency that ratifies, accepts, approves or accedes to this Treaty after the deposit, in accordance with Article 28.1, of the 40th instrument of ratification, acceptance, approval or accession, the Treaty shall enter into force on the 90th day following the deposit of its instrument of ratification, acceptance, approval or accession.

*Article 29***Member Organisations of the FAO**

29.1. When a Member Organisation of the FAO deposits an instrument of ratification, acceptance, approval or accession for this Treaty, the Member Organisation shall, in accordance with the provisions of Article II.7 of the FAO Constitution, notify any change regarding its distribution of competence to its declaration of competence submitted under Article II.5 of the FAO Constitution as may be necessary in light of its acceptance of this Treaty. Any Contracting Party to this Treaty may, at any time, request a Member Organisation of the FAO that is a Contracting Party to this Treaty to provide information as to which, as between the Member Organisation and its Member States, is responsible for the implementation of any particular matter covered by this Treaty. The Member Organisation shall provide this information within a reasonable time.

29.2. Instruments of ratification, acceptance, approval, accession or withdrawal, deposited by a Member Organisation of the FAO, shall not be counted as additional to those deposited by its Member States.

*Article 30***Reservations**

No reservations may be made to this Treaty.

*Article 31***Non-parties**

The Contracting Parties shall encourage any Member of the FAO or other State, not a Contracting Party to this Treaty, to accept this Treaty.

*Article 32***Withdrawals**

32.1. Any Contracting Party may at any time after two years from the date on which this Treaty has entered into force for it, notify the Depositary in writing of its withdrawal from this Treaty. The Depositary shall at once inform all Contracting Parties.

32.2. Withdrawal shall take effect one year from the date of receipt of the notification.

*Article 33***Termination**

33.1. This Treaty shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below 40, unless the remaining Contracting Parties unanimously decide otherwise.

33.2. The Depositary shall inform all remaining Contracting Parties when the number of Contracting Parties has dropped to 40.

33.3. In the event of termination the disposition of assets shall be governed by the financial rules to be adopted by the Governing Body.

*Article 34***Depositary**

The Director-General of the FAO shall be the Depositary of this Treaty.

*Article 35***Authentic texts**

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

Annex I

LIST OF CROPS COVERED UNDER THE MULTILATERAL SYSTEM

Food crops

Crop	Observations	Genus
Breadfruit	<i>Artocarpus</i>	Breadfruit only.
Asparagus	<i>Asparagus</i>	
Oat	<i>Avena</i>	
Beet	<i>Beta</i>	
Brassica complex	<i>Brassica et al.</i>	Genera included are: <i>Brassica</i> , <i>Armoracia</i> , <i>Barbarea</i> , <i>Camelina</i> , <i>Crambe</i> , <i>Diplotaxis</i> , <i>Eruca</i> , <i>Isatis</i> , <i>Lepidium</i> , <i>Raphanobrassica</i> , <i>Raphanus</i> , <i>Rorippa</i> , and <i>Sinapis</i> . This comprises oilseed and vegetable crops such as cabbage, rapeseed, mustard, cress, rocket, radish, and turnip. The species <i>Lepidium meyenii</i> (maca) is excluded
Pigeon pea	<i>Cajanus</i>	
Chickpea	<i>Cicer</i>	
Citrus	<i>Citrus</i>	Genera <i>Poncirus</i> and <i>Fortunella</i> are included as root stock
Coconut	<i>Cocos</i>	
Major aroids	<i>Colocasia</i> , <i>Xanthosoma</i>	Major aroids include taro, cocoyam, dasheen and tannia
Carrot	<i>Daucus</i>	
Yams	<i>Dioscorea</i>	
Finger millet	<i>Eleusine</i>	
Strawberry	<i>Fragaria</i>	
Sunflower	<i>Helianthus</i>	
Barley	<i>Hordeum</i>	
Sweet Potato	<i>Ipomoea</i>	
Grass pea	<i>Lathyrus</i>	
Lentil	<i>Lens</i>	
Apple	<i>Malus</i>	
Cassava	<i>Manihot</i>	<i>Manihot esculenta</i> only.
Banana/plantain	<i>Musa</i>	Except <i>Musa textili</i> .
Rice	<i>Oryza</i>	
Pearl Millet	<i>Pennisetum</i>	
Beans	<i>Phaseolus</i>	Except <i>Phaseolus polyanthus</i>
Pea	<i>Pisum</i>	
Rye	<i>Secale</i>	
Potato	<i>Solanum</i>	Section <i>Tuberosa</i> included, except <i>Solanum phureja</i> .
Eggplant	<i>Solanum</i>	Section <i>Melongena</i> included
Sorghum	<i>Sorghum</i>	
Triticale	<i>Triticosecale</i>	
Wheat	<i>Triticum et al.</i>	Including <i>Agropyron</i> , <i>Elymus</i> , and <i>Secale</i> .
Faba Bean/Vetch	<i>Vicia</i>	
Cowpea et al.	<i>Vigna</i>	
Maize	<i>Zea</i>	Excluding <i>Zea perennis</i> , <i>Zea diploperennis</i> , and <i>Zea luxurians</i>

Forages

Genera	Species
Legumes forages	
<i>Astragalus</i>	<i>chinensis, cicer, arenarius</i>
<i>Canavalia</i>	<i>ensifformis</i>
<i>Coronilla</i>	<i>varia</i>
<i>Hedysarum</i>	<i>coronarum</i>
<i>Lathyrus</i>	<i>cicera, ciliolatus, hirsutus, ochrus, odoratus, sativus</i>
<i>Lespedeza</i>	<i>cuneata, striata, stipulacea</i>
<i>Lotus</i>	<i>corniculatus, subbiflorus, uliginosus</i>
<i>Lupinus</i>	<i>albus, angustifolius, luteus</i>
<i>Medicago</i>	<i>arborea, falcata, sativa, scutellata, rigidula, truncatula</i>
<i>Melilotus</i>	<i>albus, officinalis</i>
<i>Onobrychis</i>	<i>viciifolia</i>
<i>Ornithopus</i>	<i>sativus</i>
<i>Prosopis</i>	<i>affinis, alba, chilensis, nigra, pallida</i>
<i>Pueraria</i>	<i>phaseoloides</i>
<i>Trifolium</i>	<i>Alexandrinum, alpestre, ambiguum, angustifolium, arvense, agrocicerum, hybridum, incarnatum, pratense, repens, resupinatum, rueppellianum, semipilosum, subterraneum, vesiculosum</i>
Grass forages	
<i>Andropogon</i>	<i>gayanus</i>
<i>Agropyron</i>	<i>cristatum, desertorum</i>
<i>Agrostis</i>	<i>stolonifera, tenuis</i>
<i>Alopecurus</i>	<i>pratensis</i>
<i>Arrhenatherum</i>	<i>elatius</i>
<i>Dactylis</i>	<i>glomerata</i>
<i>Festuca</i>	<i>arundinacea, gigantea, heterophylla, ovina, pratensis, rubra</i>
<i>Lolium</i>	<i>hybridum, multiflorum, perenne, rigidum, temulentum</i>
<i>Phalaris</i>	<i>aquatica, arundinacea</i>
<i>Phleum</i>	<i>pratense</i>
<i>Poa</i>	<i>alpina, annua, pratensis</i>
<i>Tripsacum</i>	<i>laxum</i>
Other forages	
<i>Atriplex</i>	<i>halimus, nummularia</i>
<i>Salsola</i>	<i>vermiculata</i>

Annex II

PART 1

Article 5

ARBITRATION

Unless the parties to the dispute otherwise agree, the arbitral tribunal shall determine its own rules of procedure.

Article 1

The claimant party shall notify the Secretary that the parties to the dispute are referring it to arbitration pursuant to Article 22. The notification shall state the subject-matter of arbitration and include, in particular, the Articles of this Treaty, the interpretation or application of which are at issue. If the parties to the dispute do not agree on the subject matter of the dispute before the President of the tribunal is designated, the arbitral tribunal shall determine the subject matter. The Secretary shall forward the information thus received to all Contracting Parties to this Treaty.

Article 6

The arbitral tribunal may, at the request of one of the parties to the dispute, recommend essential interim measures of protection.

Article 2

1. In disputes between two parties to the dispute, the arbitral tribunal shall consist of three members. Each of the parties to the dispute shall appoint an arbitrator and the two arbitrators so appointed shall designate by common agreement the third arbitrator who shall be the President of the tribunal. The latter shall not be a national of one of the parties to the dispute, nor have his or her usual place of residence in the territory of one of these parties to the dispute, nor be employed by any of them, nor have dealt with the case in any other capacity.

Article 7

The parties to the dispute shall facilitate the work of the arbitral tribunal and, in particular, using all means at their disposal, shall:

- (a) Provide it with all relevant documents, information and facilities; and
- (b) Enable it, when necessary, to call witnesses or experts and receive their evidence.

2. In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint one arbitrator jointly by agreement.

3. Any vacancy shall be filled in the manner prescribed for the initial appointment.

Article 8

The parties to the dispute and the arbitrators are under an obligation to protect the confidentiality of any information they receive in confidence during the proceedings of the arbitral tribunal.

Article 3

1. If the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Director-General of the FAO shall, at the request of a party to the dispute, designate the President within a further two-month period.

Article 9

Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, the costs of the tribunal shall be borne by the parties to the dispute in equal shares. The tribunal shall keep a record of all its costs, and shall furnish a final statement thereof to the parties to the dispute.

2. If one of the parties to the dispute does not appoint an arbitrator within two months of receipt of the request, the other party may inform the Director-General of the FAO who shall make the designation within a further two-month period.

Article 10

Any Contracting Party that has an interest of a legal nature in the subject-matter of the dispute which may be affected by the decision in the case, may intervene in the proceedings with the consent of the tribunal.

Article 4

The arbitral tribunal shall render its decisions in accordance with the provisions of this Treaty and international law.

Article 11

The tribunal may hear and determine counterclaims arising directly out of the subject-matter of the dispute.

Article 12

Decisions both on procedure and substance of the arbitral tribunal shall be taken by a majority vote of its members.

Article 13

If one of the parties to the dispute does not appear before the arbitral tribunal or fails to defend its case, the other party may request the tribunal to continue the proceedings and to make its award. Absence of a party to the dispute or a failure of a party to the dispute to defend its case shall not constitute a bar to the proceedings. Before rendering its final decision, the arbitral tribunal must satisfy itself that the claim is well founded in fact and law.

Article 14

The tribunal shall render its final decision within five months of the date on which it is fully constituted unless it finds it necessary to extend the time-limit for a period which should not exceed five more months.

Article 15

The final decision of the arbitral tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based. It shall contain the names of the members who have participated and the date of the final decision. Any member of the tribunal may attach a separate or dissenting opinion to the final decision.

Article 16

The award shall be binding on the parties to the dispute. It shall be without appeal unless the parties to the dispute have agreed in advance to an appellate procedure.

Article 17

Any controversy which may arise between the parties to the dispute as regards the interpretation or manner of implementation of the final decision may be submitted by either party to the dispute for decision to the arbitral tribunal which rendered it.

PART 2

CONCILIATION

Article 1

A conciliation commission shall be created upon the request of one of the parties to the dispute. The commission shall, unless the parties to the dispute otherwise agree, be composed of five members, two appointed by each party concerned and a President chosen jointly by those members.

Article 2

In disputes between more than two Contracting Parties, parties to the dispute with the same interest shall appoint their members of the commission jointly by agreement. Where two or more parties to the dispute have separate interests or there is a disagreement as to whether they are of the same interest, they shall appoint their members separately.

Article 3

If any appointments by the parties to the dispute are not made within two months of the date of the request to create a conciliation commission, the Director-General of the FAO shall, if asked to do so by the party to the dispute that made the request, make those appointments within a further two-month period.

Article 4

If a President of the conciliation commission has not been chosen within two months of the last of the members of the commission being appointed, the Director-General of the FAO shall, if asked to do so by a party to the dispute, designate a President within a further two-month period.

Article 5

The conciliation commission shall take its decisions by majority vote of its members. It shall, unless the parties to the dispute otherwise agree, determine its own procedure. It shall render a proposal for resolution of the dispute, which the parties shall consider in good faith.

Article 6

A disagreement as to whether the conciliation commission has competence shall be decided by the commission.

ANNEX B

Instrument of approval of the International Treaty on Plant Genetic Resources for Food and Agriculture

The Council of the European Union has the honour to refer to the International Treaty on Plant Genetic Resources for Food and Agriculture, which was adopted by the FAO Conference at its 31st Session in November 2001, and to inform the Director-General of the Food and Agriculture Organisation of the United Nations that the European Community hereby approves the aforesaid Treaty pursuant to its Article 26 and undertakes to abide by its provisions.

Date [...]

ANNEX C

Declarations of the European Community

The following declarations shall be attached to the instrument of approval deposited with the Director-General of the FAO:

1. 'The European Community interprets Article 12.3d of the International Treaty on Plant Genetic Resources as recognising that plant genetic resources for food and agriculture or their genetic parts or components which have undergone innovation may be the subject of intellectual property rights provided that the criteria relating to such rights are met.';
 2. 'In accordance with the provisions of Article II.7 of the FAO Constitution, the European Community declares that its declaration of competence submitted to FAO on 4 October 1994 under Article II.5 of the FAO Constitution still applies in the light of its acceptance of the International Treaty on Plant Genetic Resources for Food and Agriculture.';
 3. 'In accordance with the provision of Article 22.3 the European Community declares that for a dispute not resolved in accordance with Article 22.1 or Article 22.2 it accepts as compulsory the dispute settlement provisions in Article 22.3 (a).'
-

COUNCIL DECISION
of 29 April 2004
concerning the conclusion of the Cooperation Agreement between the European Community and the Islamic Republic of Pakistan

(2004/870/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Article 1

Having regard to the Treaty establishing the European Community, and in particular Articles 133 and 181, in conjunction with the first sentence of Article 300(2) and the first subparagraph of Article 300(3) thereof,

The Cooperation Agreement between the European Community and the Islamic Republic of Pakistan is hereby approved on behalf of the Community.

Having regard to the proposal from the Commission ⁽¹⁾,

The text of the Agreement is attached to this Decision.

Having regard to the opinion of the European Parliament,

Article 2

Whereas:

The President of the Council shall give the notification provided for in Article 23 of the Agreement.

(1) The Commission has negotiated on behalf of the Community a Cooperation agreement between the European Community and the Islamic Republic of Pakistan.

Article 3

(2) The Agreement has been signed, on behalf of the Community subject to its conclusion.

The Commission, assisted by representatives of the Member States, shall represent the Community in the Joint Commission provided for in Article 16 of the Agreement.

(3) Under Article 177 of the Treaty, Community policy in the sphere of development cooperation is to foster the sustainable economic and social development of the developing countries, their smooth and gradual integration into the world economy and the campaign against poverty in these countries.

Article 4

This Decision shall be published in the *Official Journal of the European Union*.

(4) The Community should approve, in pursuit of its objectives in the sphere of external relations, the Cooperation Agreement between the European Community and the Islamic Republic of Pakistan,

Done at Luxembourg, 29 April 2004.

For the Council

The President

M. McDOWELL

HAS DECIDED AS FOLLOWS:

⁽¹⁾ OJ C 17, 22.1.1999, p. 6.

COOPERATION AGREEMENT**between the European Community and the Islamic Republic of Pakistan on partnership and development**

THE EUROPEAN COMMUNITY,

of the one part,

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN,

of the other part,

CONSIDERING the excellent relations and links of friendship and cooperation between the European Community, hereinafter referred to as 'the Community', and the Islamic Republic of Pakistan, hereinafter referred to as 'Pakistan',

RECOGNISING the importance of further strengthening the links and enhancing the relations between the Community and Pakistan,

REAFFIRMING the importance which the Community and Pakistan attach to the principles of the United Nations Charter and to the Universal Declaration on Human Rights,

BEARING IN MIND the 1993 Declaration of Vienna and the Programme of Action of the World Conference on Human Rights, the 1995 Copenhagen Declaration on social development and Programme of Action, the 1995 Beijing Declaration and platform of action for the fourth World Conference on Women, the 1992 Rio Declaration on Environment and Development and the International Strategy for the Fourth Development Decade,

HAVING REGARD to the foundations for close cooperation between the Community and Pakistan laid by the Agreement between Pakistan and the Community signed on 16 November 1976,

NOTING with satisfaction the achievements resulting from that Agreement,

INSPIRED by their common will to consolidate, deepen and diversify their relations in areas of mutual interest on the basis of equality, non-discrimination and mutual benefit and reciprocity,

ACKNOWLEDGING the great importance of social development which should go hand in hand with economic development,

RECOGNISING the need to support Pakistan's efforts for development, especially improving the living conditions of the poor and disadvantaged sections of the population,

CONSIDERING the importance attached by the Community and Pakistan to the promotion of balanced demographic growth, to the eradication of poverty, to the protection of the environment and to the sustainable use of natural resources, and recognising the link between the environment and development,

DESIROUS of creating favourable conditions for a substantial development and diversification of trade between the Community and Pakistan and enhancing cooperation in commercial, economic, investment, science and technology and cultural fields,

TAKING INTO ACCOUNT their commitment to conduct trade in accordance with the Agreement establishing the WTO,

RECOGNISING the specific needs of developing countries under the WTO,

HAVING REGARD to the need to create favourable conditions for direct investment,

NOTING their common interest in fostering and strengthening regional cooperation and the north-south dialogue,

BELIEVING that relations between them have developed beyond the scope of the Agreement concluded in 1986,

HAVE DECIDED, as Contracting Parties, hereinafter referred to as 'the Parties', to conclude this Agreement and to this end have designated as their Plenipotentiaries:

THE EUROPEAN COMMUNITY:

Guy VERHOFSTADT

Prime Minister of the Kingdom of Belgium

Romano PRODI

President of the Commission of the European Communities

THE GOVERNMENT OF PAKISTAN:

General Pervez MUSHARRAF

Chief Executive of the Islamic Republic of Pakistan

WHO, having exchanged their full powers, found in good and due form,

HAVE AGREED AS FOLLOWS:

Article 1

Basis

Respect for human rights and democratic principles as laid down in the Universal Declaration on Human Rights underpins the domestic and international policies of the Community and the Islamic Republic of Pakistan and constitutes an essential element of this Agreement.

Article 2

Objectives

The principal objectives of this Agreement are to enhance and develop, through dialogue and partnership, the various aspects of cooperation between the Parties in the areas which fall within the bounds of their respective competences, with the following aims:

1. to secure the conditions for and to promote the increase and development of two-way trade between the Parties in accordance with the Agreement establishing the World Trade Organisation (WTO);
2. to support Pakistan's efforts for comprehensive and sustainable development, including economic and social development policies which take account of the poor and disadvantaged sections of its population, particularly women in these sections, as well as sustainable management of natural resources;

3. to promote investment and economic, technical and cultural links in their mutual interest;
4. to build Pakistan's economic capability to interact more effectively with the Community.

Article 3

Trade and commercial cooperation

1. Within the bounds of their respective competences the Parties are committed to conducting trade in accordance with the Agreement establishing the WTO.
2. Each Party agrees to inform the other Party of the initiation of anti-dumping procedures against products of the other Party.

In full respect of the WTO Agreements on anti-dumping and anti-subsidy measures, the Parties shall afford sympathetic consideration to, and adequate opportunity for consultation regarding, representations made by either Party with respect to anti-dumping procedures and anti-subsidy procedures.

3. The Parties also undertake to promote, within the framework of their current legislation, the expansion and diversification of trade between them. The objective of cooperation in this field is to develop and diversify two-way trade by seeking ways and means to improve market access.

4. The Parties shall seek:
- (a) to work towards the elimination of barriers to trade and to implement measures to improve transparency, in particular through the timely removal of non-tariff barriers in accordance with work done in this connection by WTO;
 - (b) within the limits of their respective competences, to improve cooperation in customs matters between the respective authorities, especially in professional training, the simplification and harmonisation of customs procedures and the prevention, investigation and penalisation of customs offences, including fraudulent practices, consistent with work done by the World Customs Organisation (WCO);
 - (c) to pursue the consideration of transit/re-export matters;
 - (d) to exchange information about mutually beneficial market opportunities, statistical cooperation and competition matters;
 - (e) to work towards suitable protection of personal data.
5. (a) Pakistan shall take all necessary measures to improve the conditions for adequate and effective protection and enforcement of intellectual, industrial and commercial property rights, in conformity with international standards.
- (b) By the end of the fifth year following the entry into force of this Agreement, and without prejudice to the commitments undertaken under the TRIPs Agreement, Pakistan shall accede to the following multilateral conventions on intellectual, industrial and commercial property rights to which Member States are parties or which are de facto applied by Member States, according to the relevant provisions contained in these conventions:
- (i) Paris Convention for the Protection of Industrial Property as last revised at Stockholm (Stockholm Act 1967);
 - (ii) Madrid Agreement concerning the International Registration of Marks as last revised at Stockholm (Stockholm Act 1967);
 - (iii) Protocol relating to the Madrid Agreement concerning the International Registration of Marks (1989);
 - (iv) Patent Cooperation Treaty (PTC Union) as modified in 1984.
- (c) In order to enable Pakistan to fulfil the abovementioned undertakings and obligations, technical assistance may be envisaged.
6. Within the limits of their respective competences, the Parties agree that they will work to improve exchange of information and access to their respective public procurement markets on the basis of reciprocity.

Article 4

Development cooperation

1. The Parties recognise that there is a potential for a Community contribution to the development efforts of Pakistan in order to achieve the sustainable economic development and social progress of its people.

Projects and programmes under development cooperation will place emphasis on the health, education, human resource development, specially for women, population welfare, environment and rural development sectors and will be specifically targeted towards the poorer and disadvantaged section of the population.

In light of the above and in accordance with Community policies, regulations and the limits of financial means available for cooperation, the Parties agree that cooperation will continue to be developed within the context of a clear cooperation strategy and dialogue aimed at defining mutually agreed priorities, and pursuing effectiveness and sustainability.

2. The Parties acknowledge the need for enhanced attention to and cooperation in the fields of drug control and AIDS, taking into account work done in this connection by international bodies. The Parties affirm their resolve to cooperate in the prevention, monitoring and reduction of drug abuse and AIDS, in particular through the strengthening of health services capabilities and support to key health education activities.

Article 5

Environmental cooperation

1. The Parties recognise the need to take account of environmental protection as an integral part of economic and development cooperation. Moreover, they underline the importance of environmental issues and their will to establish cooperation in protecting and improving the environment with particular emphasis on water, soil and air pollution, erosion, deforestation and sustainable management of natural resources, taking into account the work done in international forums.

Particular attention will be paid to:

- (a) the sustainable management of forest eco-systems;
- (b) protection and conservation of natural forests;
- (c) prevention of industrial pollution;
- (d) protection of the urban environment.

2. Cooperation in this area will centre on:

- (a) reinforcing and improving environmental protection institutions;
- (b) developing legislation and upgrading standards;
- (c) research, training and information;
- (d) executing studies and pilot programmes and providing technical assistance.

Article 6

Economic cooperation

1. In accordance with their respective policies and objectives and to the extent of their available resources, the Parties undertake to foster economic cooperation for mutual benefit. They will determine together, to their mutual advantage and within the limits of their respective competences, a cooperation strategy, defining the areas and priorities for economic cooperation programmes and activities.

2. The Parties agree to cooperate in the following broad fields:

- (a) developing a creative competitive economic environment in Pakistan by facilitating the use of know-how and technology from the Community, including, in the fields of design, packaging, standards, such as consumer and environmental standards, new materials and products;
- (b) facilitating contacts between economic operators and other measures designed to promote commercial exchanges, market development and investment;
- (c) facilitating exchanges of information on policies relating to enterprise and to small and medium-sized enterprises (SMEs), particularly with a view to improving the business environment and encouraging closer contacts between SMEs, in order to promote trade and increase industrial cooperation opportunities;

- (d) strengthening management training in Pakistan with a view to developing business operators who are able to interact effectively with the European business environment;
- (e) promoting dialogue between Pakistan and the Community in the fields of energy policy and transfer of technology;
- (f) developing and improving communication, information, technology, agriculture, fisheries, mining and tourism.

3. The Parties agree to pursue the following means to achieve their aims:

- (a) exchange of information and ideas;
- (b) preparation of studies;
- (c) provision of technical assistance;
- (d) training programmes;
- (e) establishment of links between research and training centres, specialised agencies and business organisations;
- (f) promotion of investment and joint ventures;
- (g) institutional development of public and private agencies and administrations;
- (h) access to each other's existing databases and creation of new ones;
- (i) workshops and seminars;
- (j) exchanges of experts.

4. Within the limits of their respective competences, the Parties undertake to encourage an increase in mutually beneficial investment by establishing a more favourable climate for private investments through better conditions for the transfer of capital and by supporting, where appropriate, the conclusion of conventions on the promotion and protection of investments between the Member States of the Community and Pakistan.

Article 7

Industry and Services

1. The Parties shall facilitate:

- (a) the identification of sectors of Industry on which cooperation will centre and the means to promote industrial cooperation;

(b) the expansion and diversification of Pakistan's production base in the industrial and service sectors, including modernisation and reform of the public sector, directing their cooperative activities at small and medium-sized enterprises and taking steps to facilitate their access to sources of capital, markets and technology directed especially towards promoting trade between the Parties as well as at third country markets.

2. The parties shall facilitate within the sphere of their respective competences, access to available information and capital facilities in order to encourage projects and operations promoting cooperation between firms, such as joint ventures, subcontracting, transfer of technology, licences, applied research and franchises.

Article 8

Agriculture, Livestock and Fisheries

The Parties agree to cooperate and develop the agriculture, livestock and fisheries sector. In this connection, they undertake to explore the possibility of joint ventures in the establishment of food processing units, increasing trade opportunities and collaborating in agricultural research.

Article 9

Tourism

The Parties agree to cooperate on tourism, through specific measures, including exchange of information and the carrying out of studies, training programmes and the promotion of investment and joint ventures in industries serving the tourism sector.

Article 10

Energy

The Parties recognise the importance of the energy sector to economic and social development and undertake to step up cooperation relating particularly to the generating, saving and efficient use of energy. Such improved cooperation will include planning concerning energy, non-conventional energy and the consideration of its environmental implications.

Article 11

Regional Cooperation

1. The Parties agree that cooperation between them may include actions undertaken under cooperation agreements with other countries in the same region, provided that such action is compatible with this agreement.

2. Without excluding any area, the Parties agree to give particular consideration to the following actions:

- (a) technical assistance (services of outside experts, training of technical staff in certain practical aspects of integration);
- (b) promotion of intra-regional trade;
- (c) support for regional institutions and for joint projects and initiatives established under regional organisations such as the South Asian Association for Regional Cooperation (SAARC) and the Economic Cooperation Organisation (ECO);
- (d) support for studies on regional/sub-regional issues including, *inter alia*, transport, communications, environmental matters and human and animal health.

Article 12

Cooperation in science and technology

The Parties, in accordance with their respective policies and competences, will promote scientific and technological cooperation in areas of common interest, namely through training and joint research programmes, links between research institutions, exchange of information and seminars. The Parties will endeavour to foster the transfer of know-how and exchange of information on research projects especially in the fields of environment, information technology, telecommunications, space technology, biotechnology and marine biology.

Article 13

Drug precursor chemicals and money laundering

1. In conformity with their respective competences and the pertinent legal provisions, the Parties agree to cooperate in order to prevent the diversion of drug precursor chemicals. They also agree on the necessity of making every effort to prevent money laundering.

2. Both Parties shall consider special measures against the illicit cultivation and production of, and trade in drugs, narcotics and psychotropic substances as well as prevention and reduction of drug abuse. Cooperation in this area shall include:

- (a) assistance for the training and rehabilitation of addicts;
- (b) measures for alternative economic development;

(c) exchanges of relevant information, ensuring that personal data are suitably protected.

Article 14

Human resource development

The Parties agree that human resource development constitutes an integral part of both economic and social development.

The Parties recognise that both education and skills development as well as improving the living conditions of the poorer and disadvantaged section of the population, with special emphasis on women and child welfare in this section, will contribute to creating a favourable economic and social environment.

The Parties recall the importance of the observance of internationally recognised core labour standards set in the relevant instruments of the International Labour Organisation, which is the competent body to set and deal with these standards, as a major factor of social and economic progress. They also recognise that economic growth and development fostered by increased trade and further trade liberalisation contribute to the promotion of these standards.

They commit their support to the promotion of these standards and to the discussion between the WTO and ILO Secretariats.

The Community will provide assistance to programmes, including ILO initiated programmes, aimed at supporting Pakistan's efforts in this respect.

Article 15

Information, Culture and Communication

Within the sphere of their respective competences, the Parties shall cooperate in the field of information, culture and communications, both to create a better mutual understanding and to strengthen cultural ties between them, including, *inter alia*, through studies and technical assistance for the preservation of cultural heritage.

The Parties also recognise the importance of cooperation in the fields of telecommunications, the information society and multimedia applications which contribute to increased economic development and trade.

The Parties consider that cooperation in this area, within the sphere of their respective competences, may facilitate:

(a) regulation and policy for telecommunications;

(b) development of new information technologies and telecommunications including mobile communication;

(c) the information society, including the promotion of the Global Navigation Satellite Systems;

(d) multimedia technologies for telecommunication;

(e) telematic networks and applications (transportation, health, education, environment);

(f) promotion of investment and joint ventures.

Article 16

Institutional aspects

1. The Parties agree to set up a Joint Commission whose tasks shall be to:

(a) ensure the proper functioning and implementation of this Agreement;

(b) set priorities in relation to the aims of this Agreement;

(c) make recommendations for promoting the objectives of this Agreement.

Provisions will be laid down on the chairmanship of the meetings and the setting up of subgroups.

2. The Joint Commission shall be composed of representatives of both sides, at an appropriate high level. The Joint Commission shall normally meet on an annual basis, alternately in Brussels and in Islamabad, on a date to be fixed by mutual agreement. Extraordinary meetings may also be convened by agreement between the Parties.

3. The Joint Commission may set up specialised subgroups to assist in the performance of its tasks and to coordinate the formulation and implementation of projects and programmes in the framework of the Agreement.

4. The agenda for meetings of the Joint Commission shall be determined by agreement between the Parties.

5. The Parties agree that it shall also be the task of the Joint Commission to ensure the proper functioning of any sectoral agreements concluded or to be concluded between the Community and Pakistan.

*Article 17***Evolutionary clause**

The Parties may by mutual consent expand this Agreement with a view to enhancing the level of cooperation and add to it by means of agreements on specific sectors or activities.

With regard to the implementation of this Agreement, either of the Parties may put forward suggestions for widening the scope of cooperation, taking into account the experience gained in its application.

*Article 18***Other agreements**

Without prejudice to the relevant provisions of the Treaties establishing the European Communities, neither this Agreement nor action taken thereunder shall in any way affect the powers of the Member States of the European Union to undertake bilateral activities with Pakistan in the framework of economic and development cooperation or to conclude, where appropriate, new economic and development cooperation agreements with Pakistan.

This Agreement shall not affect the application or implementation of commitments undertaken by the respective Parties in relations with third parties.

*Article 19***Non-execution of the Agreement**

1. If either Party considers that the other Party has failed to fulfil any of its obligations under this Agreement, it may take appropriate measures.

2. Before doing so, except in cases of special urgency, it shall supply the other Party with all relevant information required for a thorough examination of the situation with a view to seeking a solution acceptable to the Parties.

3. In the selection of measures, priority shall be given to those which least disturb the functioning of this Agreement. These measures shall be notified immediately to the other Party and shall be the subject of consultations if the other Party so requests.

*Article 20***Facilities**

To facilitate cooperation in the framework of this Agreement, the Pakistani authorities will grant to EC officials and experts involved in implementing cooperation the guarantees and facilities necessary for the performance of their functions. The detailed provisions will be set out by way of a separate Exchange of Letters.

*Article 21***Territorial application**

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and, on the other, to the territory of Pakistan.

*Article 22***Annexes**

Annexes I and II to this Agreement shall form an integral part thereof.

*Article 23***Entry into force and renewal**

1. This Agreement shall enter into force on the first day of the month following the date on which the Parties notify each other of the completion of the procedures necessary for this purpose.

2. This Agreement is concluded for a period of five years. It shall be automatically renewed on a yearly basis unless one of the Parties renounces it at least six months before its expiry date.

*Article 24***Authentic texts**

This Agreement is drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish, Swedish and Urdu languages, each text being equally authentic.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, suscriben el presente Acuerdo.

TIL BEKRÆFTELSE HERAF har undertegnede behørigt befuldmægtigede underskrevet denne aftale.

ZU URKUND DESSEN haben die Unterzeichneten, hierzu gehörig befugten Bevollmächtigten dieses Abkommen unterschrieben.

ΕΙΣ ΠΙΣΤΩΣΗ ΤΩΝ ΑΝΩΤΕΡΩ οι υπογράφουτες πληρεξούσιοι δεόντως εξουσιοδοτημένοι προς τούτο έθεσαν την υπογραφή τους κάτω από την παρούσα συμφωνία.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed the present Agreement.

EN FOI DE QUOI, les soussignés, dûment mandatés, ont apposé leur signature au bas du présent accord.

IN FEDE DI CHE i sottoscritti, muniti di regolari poteri, hanno firmato il presente accordo.

TEN BLIJKE WAARVAN de ondergetekenden, naar behoren gemachtigd, hun handtekening onder deze overeenkomst hebben geplaatst.

EM FÉ DO QUE os abaixo assinados, com os devidos poderes para o efeito, apuseram as suas assinaturas no presente Acordo.

TÄMÄN VAKUUDEKSI jäljempänä mainitut täysivaltaiset edustajat ovat allekirjoittaneet tämän sopimuksen.

TILL BEVIS HÄRPÅ har undertecknade befullmäktigade undertecknat detta avtal.

اس کی تصدیق کے لئے درج ذیل بااختیار اور مجاز
نمائندوں نے دستخط کئے ہیں

Hecho en Islamabad, el veinticuatro de noviembre del dos mil uno.

Udfærdiget i Islamabad den fireogtyvende november to tusing og en.

Geschehen zu Islamabad am vierundzwanzigsten November zweitausendundeins.

Εγινε στο Ισλαμαμπάντ, στις εικοσι τέσσερις Νοεμβρίου δύο χιλιάδες ένα.

Done at Islamabad on the twenty-fourth day of November in the year two thousand and one.

Fait à Islamabad, le vingt-quatre novembre deux mille un.

Fatto a Islamabad, addì ventiquattro novembre duemilauno.

Gedaan te Islamabad, de vierentwintigste november tweeduizendeneen.

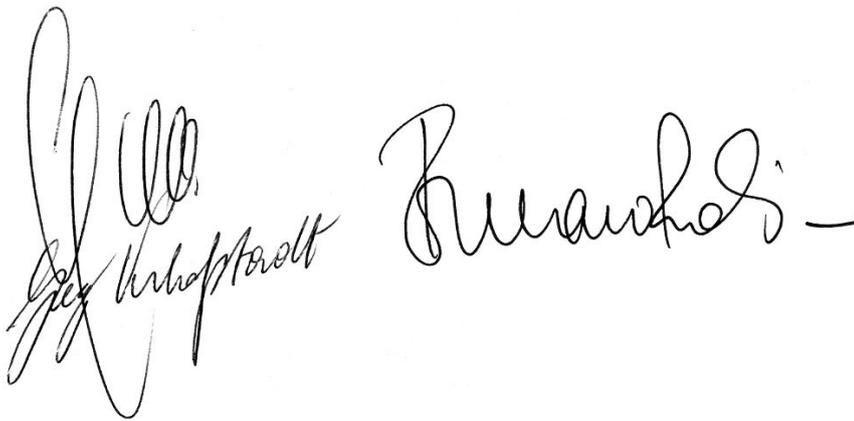
Feito em Islamabade, em vinte e quatro de Novembro de dois mil e um.

Tehty Islamabadissa kahdentenkymmenentenänäljänäljäntenä päivänä marraskuuta vuonna kaksituhattayksi.

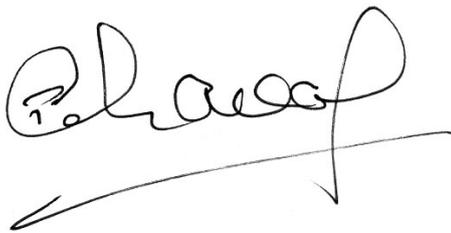
Som skedde i Islamabad den tjugofjärde november tjugohundraett.

یہ حتمی ایکٹ اسلام آباد میں ۲۳ نومبر ۲۰۰۱ء کو طے پایا۔

Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar



برائے اسلامی جمہوریہ پاکستان



ANNEX I

INTERPRETATIVE DECLARATIONS ON ARTICLE 19 – NON-EXECUTION OF THE AGREEMENT

- (a) For the purposes of the interpretation and practical application of the Agreement, the Parties agree that the cases of special urgency referred to in Article 19 of the Agreement mean cases of material breach of the Agreement by one of the two parties. A material breach of the Agreement consists in:
- repudiation of the Agreement not sanctioned by the general rules of international law,
 - violation of the essential elements of the Agreement set out in Article 1.
- (b) The Parties agree that the 'appropriate measures' referred to in Article 19 are measures taken in accordance with international law. If a Party takes a measure in case of special urgency pursuant to Article 19, the other Party may avail itself of the dispute settlement procedure.
-

ANNEX II

JOINT DECLARATION ON INTELLECTUAL, INDUSTRIAL AND COMMERCIAL PROPERTY

The Parties agree for the purpose of this Agreement, that 'intellectual, industrial and commercial property' includes in particular protection of copyright and related rights, patents, industrial designs, trademarks and service marks, software, topographies of integrated circuits, geographical indications, as well as protection against unfair competition and protection of undisclosed information on know-how.

FINAL ACT

The Plenipotentiaries of:

THE EUROPEAN COMMUNITY,

of the one part, and

THE GOVERNMENT OF PAKISTAN,

of the other part,

meeting at Islamabad on 24 November 2001 for the signature of the Cooperation Agreement between the European Community and the Islamic Republic of Pakistan on partnership and development,

have at the time of signature of this Cooperation Agreement

— adopted the following texts:

Cooperation Agreement between the European Community and the Islamic Republic of Pakistan on partnership and development

Annex I Interpretative Declarations on Article 19: non-execution of the Agreement

Annex II Joint Declaration on intellectual, industrial and commercial property

— adopted the text of the following declaration annexed to this Final Act:

Declaration by the European Community and the Islamic Republic of Pakistan.

The Plenipotentiaries of the European Community and the Islamic Republic of Pakistan have taken note of the following statements:

Statement by the Islamic Republic of Pakistan on the Declaration on readmission agreements.

Unilateral statement by the Community on the occasion of the signing of the Cooperation – Agreement between the European Community and the Islamic Republic of Pakistan.

In witness whereof, the undersigned Plenipotentiaries have hereunto set their hands.

Hecho en Islamabad, el veinticuatro de noviembre del dos mil uno.

Udfærdiget i Islamabad den fireogtyvende november to tusind og en.

Geschehen zu Islamabad am vierundzwanzigsten November zweitausendundeins.

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Som skedde i Islamabad den tjugofjärde november tjugohundraett.

یہ حتمی ایکٹ اسلام آباد میں ۲۳ نومبر ۲۰۰۱ء کو طے پایا۔

Por la Comunidad Europea
For Det Europæiske Fællesskab
Für die Europäische Gemeinschaft
Για την Ευρωπαϊκή Κοινότητα
For the European Community
Pour la Communauté européenne
Per la Comunità europea
Voor de Europese Gemeenschap
Pela Comunidade Europeia
Euroopan yhteisön puolesta
På Europeiska gemenskapens vägnar

برائے اسلامی جمہوریہ پاکستان

DECLARATION BY THE EUROPEAN COMMUNITY AND THE ISLAMIC REPUBLIC OF
PAKISTAN

The European Community recalls the importance attached by its Member States to effective cooperation with third countries to facilitate the readmission of nationals of the latter who are present illegally in the territory of a Member State.

The Islamic Republic of Pakistan undertakes to conclude readmission agreements with the Member States of the European Union which so request.

STATEMENT BY THE ISLAMIC REPUBLIC OF PAKISTAN ON THE DECLARATION ON
READMISSION AGREEMENTS

In agreeing to the undertaking 'to conclude readmission agreements with the Member States of the European Union which so request', the Islamic Republic of Pakistan desires to make it clear that the undertaking exclusively represents Pakistan's readiness to enter into negotiations with the objective of concluding mutually acceptable readmission agreements with the Member States of the European Union which so request. At present Pakistan does not have such readmission agreements with any Member State of the European Union. However, on the request of EU Member States, Pakistan is willing to start negotiations or intensify where such negotiations are already under way. Pakistan considers these negotiations as independent of any other bilateral or multi-lateral agreements that it has concluded or is in the process of negotiating with EU Member States or the European Commission. Also, Pakistan does not accept any non-negotiable text for such bilateral readmission agreements.

UNILATERAL STATEMENT BY THE COMMUNITY ON THE OCCASION OF THE
SIGNING OF THE COOPERATION AGREEMENT BETWEEN THE EUROPEAN
COMMUNITY AND PAKISTAN

The joint declaration by the parties to the Agreement on the conclusion of readmission agreements in no way prejudices the division of competence between the Community and its Member States under the provisions of Title IV (Article 63) of Part Three of the Treaty establishing the European Community.
