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

Preamble

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

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

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

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

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

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

WHEREAS it was the understanding of the Parties to the Agreement for the Establishment of the Global Crop Diversity Trust that the Trust and the Governing Body of the International Treaty¹, would enter into a separate Agreement, recognizing the Trust as an essential element of the Funding Strategy of the International Treaty and providing that the Trust will operate under the overall policy guidance of the Governing Body of the International Treaty;

NOW THEREFORE the Parties hereto agree as follows:

Article 1 - Purpose of the Agreement

The Global Crop Diversity Trust (hereinafter referred to as "the Trust") and the Governing Body of the International Treaty) shall cooperate in accordance with the terms and conditions set out in the present Agreement.

Article 2 - Recognition of the Trust

The Trust is recognized as an essential element of the Funding Strategy of the International Treaty in relation to the *ex situ* conservation and availability of plant genetic resources for food and agriculture.

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

(1) The Governing Body of the International Treaty shall provide overall policy guidance to the Trust on all matters within the purview of the International Treaty.

(2) In accordance with the Constitution of the Trust, the Governing Body shall appoint four members to serve on the Executive Board of the Trust, of whom at least two shall be from developing countries.

(3) The Executive Board shall submit an annual report on the activities of the Trust to the Governing Body of the International Treaty.

¹ As the Governing Body does not possess its own international legal personality, the agreement is concluded by FAO acting on behalf of, and with the approval of, the Governing Body.

Article 4 - Executive independence of the Trust

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

Article 5 - Settlement of disputes

(1) Any dispute concerning the implementation of this Agreement shall be settled by mutual consent.

(2) Failing mutual consent, such dispute may be submitted, at the request of either Party, to an arbitral tribunal composed of three members. Each party shall appoint one arbitrator. The two arbitrators thus appointed shall designate by mutual consent the third arbitrator, who will act as the presiding arbitrator of the tribunal.

(3) If within two months after the receipt of a Party's notification of the appointment of any arbitrator the other Party has not notified the first Party of the arbitrator he has appointed, the first Party may request the Secretary-General of the Permanent Court of Arbitration to appoint the second arbitrator.

(4) If within two months after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, such presiding arbitrator shall be designated by the Secretary-General of the Permanent Court of Arbitration at the request of either party.

(5) Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

(6) A majority vote of the arbitrators shall be sufficient to reach a decision, which shall be final and binding for the Parties to the dispute.

Article 6 - Amendments of the Agreement

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

Article 7 - Entry into Force

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

Article 8 - Termination

This Agreement may be terminated by either Party upon one year's written notice to the other Party. In that event, the Parties will agree on measures for the orderly conclusion of ongoing activities

Article 9 - Depositary

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

Article 10 - Authentic texts

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

Signed by the Parties hereto on 16 June 2006

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

The Global Crop Diversity Trust

Signature: _____

Name:

Shivaji Pandey

Title:

Director, AGP

Signature: _____

Name: Ambassador Fernando Gerbasi

Title: Chair, IPEE