Chapter 5

The European Regional Group

Europe’s Role and Positions during the Negotiations and Early Implementation of the International Treaty on Plant Genetic Resources for Food and Agriculture

Bert Visser and Jan Borring

Introduction

European positions in the negotiations on the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) (hereafter the Treaty) were strongly influenced by developments in European agriculture during the last century. In particular since the 1960s, as a result of the creation of the European Community and its Common Agricultural Policy, the face of agriculture in Europe changed profoundly, characterized by major-scale increases in production, a strong increase in the use of external inputs at the farm and the development of a strong breeding industry making use of the latest technologies (see Chapter 12 for more detail on the seed industry). Product demands were increasingly driven by the food industry and the retail sector, resulting in a high level of product uniformity. A large proportion of European farmers would increasingly buy their seeds on the market rather than save these on the farm.

In this process, genetic erosion of plant genetic resources that had already commenced in the first half of the 20th century, continued. At first this was mainly a concern of breeders who noticed that the very basis of their work was disappearing. In the last decades of the previous century, it increasingly became a concern of segments of the general public, often in a wider context (e.g. loss of biodiversity, the need for protection of the environment and of traditional landscapes, the rise of organic agriculture and the Slow Food movement).
From the outset of the negotiations, the European regional group (ERG) attached great importance to the establishment of an international legally binding instrument for plant genetic resources for food and agriculture (PGRFA). Heavy mutual interdependence amongst regions with regard to PGRFA was recognized as a central motive for the establishment of this agreement. Underlying this was the conviction that PGRFA are of a specific nature, justifying specific regulatory measures on access and benefit-sharing (ABS), in line with the decisions laid down in the Nairobi Final Act (1992) on the Convention on Biological Diversity (CBD). Food security as such formed a less explicit but nevertheless quite widely recognized motive in the European discussions and contributions to the negotiations. In particular, a definite resolution of the status of the Consultative Group on International Agricultural Research (CGIAR) collections was regarded as a long-term guarantee for food security in poor regions. Obviously, the two motives of mutual interdependence and global food security are closely interlinked.

The European Union forms the dominant political institution in the ERG (see Annex 2 of this book for the list of European contracting parties to the ITPGRFA). Although the sheer size of the European Union (EU) and its single voice made it highly influential, those two aspects did at some points also turn into a disadvantage. The EU position often resulted from lengthy internal debates, in itself a compromise and sometimes a minimum position between the views of the various member states. Such positions could only, with difficulty, be further developed in the negotiation meetings. During the early stages of the negotiations and before joining the EU, Poland played an important role in defending a special position for ‘countries with economies in transition’. Moreover, two non-EU member countries – Norway and Switzerland – played an important role in the process mainly because they were able to modify their positions more easily, if new developments in the negotiation process required such. For the same reason, the negotiators of these latter countries could often devote more time to exchanges with other regions. To a major extent, these distinct roles complemented each other in the negotiating process.

During the early stages of the negotiations, it appeared that not all regions had similar capacity to participate in the negotiations and to influence the outcome. Several European countries therefore contributed to capacity building as well as support for developing-country participation in the negotiations over the years. Such support was one of the factors that contributed to increased participation, involvement and influence from the African region, with significant results for the proceedings as well as the outcome of the negotiations, as acknowledged repeatedly by the African region itself.

At several stages during the negotiations, it also became obvious that the formal setting of the negotiations and the size of the meetings did not always create the best dynamics for exploring the complex issues on the table. Understanding the scientific and practical aspects of the elements under negotiation was at times at least as challenging as dealing with the more generic issues of finance, compliance and North/South perspectives. Therefore, a number of European countries at various times facilitated informal meetings where issues such as the specific
nature of PGRFA, the interdependency between regions, and ways to realize benefit-sharing at the international level were explored in more detail. In addition to facilitating a better understanding of the issues at hand, such informal meetings also helped delegates from different regions in getting to know each other better, thereby contributing to better communication between negotiators in general. In a similar vein, the ERG often provided chairs or co-chairs to the contact groups in order to foster making progress in the negotiations.

**Europe’s positions on some key issues during the negotiations**

**Europe’s views on the relation with the CBD**

The ERG fully recognized the importance of the CBD and its objectives including the paradigm shift that underpinned the CBD – that is, a change from viewing biodiversity as the heritage of mankind and open exchange of its components to applying the concept of national sovereignty regarding the conservation and utilization of biodiversity. However, for the European region it was important that by the adoption of Resolution 3 of the Nairobi Final Act when the CBD was finalized, the specific nature of PGRFA was recognized, and that the United Nations Food and Agriculture Organization (FAO) was called to bring the FAO International Undertaking in harmony with the CBD.

In developing the new instrument, challenging factors included the legal complexities related to pre-CBD material, and the status of the CGIAR collections (for details on the CGIAR, see Chapter 11). In addition, newly enacted access and benefit-sharing legislation in some developing countries based on the CBD were perceived to ignore the needs of the agricultural sector. The challenge was to negotiate an instrument in harmony with the CBD but at the same time accommodating the needs of the agricultural sector.

Strong interdependency between regions with regard to PGRFA for important food crops was seen as a central argument for finding more effective solutions than bilateral mechanisms. Also, it was recognized that many crop varieties contained traits derived from genetic material stemming from a large number of countries meaning that frequently no clear ‘country of origin’ could be identified. Bilateral ‘fair and equitable’ benefit sharing for such materials would create extremely complex challenges of calculating and apportioning how benefits should be shared between a large number of countries.

In the negotiating process, an understanding soon developed in Europe and elsewhere that the CBD in itself did not exclude a multilateral system for ABS, provided that countries used their sovereign rights over genetic resources by agreeing to such multilateral mechanisms. In other words, ‘mutually agreed terms’ could be understood as multilaterally agreed rules applicable at the international level. Likewise, the scope and contents of ‘prior informed consent’ could be agreed on a multilateral basis. Based on this perspective, Europe strongly favoured a solution
Regional Perspectives on the Treaty

whereby facilitated access would not depend on approval on a case-by-case basis by individual countries. The ERG subsequently played a central role in developing such a model for ABS on a multilateral basis, whereby monetary benefits would flow into a financial mechanism to be managed by the parties to the Treaty for purposes of implementing the Treaty. The first text proposal for a provision linking obligatory benefit-sharing to commercialization in case of restrictive intellectual property rights (IPR) was submitted by an ERG country. Several ERG countries also facilitated informal workshops where options for such mechanisms were discussed in detail.

Until late in the negotiations (see Annex 1 of this volume for the list of all Commission and Treaty negotiating meetings), the legal and institutional status for the new Treaty remained undecided, with both a protocol under the CBD and a self-standing agreement under the FAO remaining options on the table. In the end, the ERG was content with the agreement as a self-standing instrument in the framework of FAO. However, in the subsequent negotiations on the standard material transfer agreement (SMTA) for the multilateral system, reservations on certain aspects of FAO’s functioning led the EU to only agree with some hesitation to the identification of FAO as the third party beneficiary (see Annex 3 of this book for details on the main provisions of the Treaty).

The specific nature of PGRFA and the scope of the multilateral system

The presence of a strong breeding industry in Europe contributed to the recognition of one of the principle notions in the field of PGRFA: the fact that in many cases breeding strategies had resulted in crop varieties built of building blocks originating from a large number of countries and even continents, rendering the concept of countries of origin largely inappropriate. As a result of this notion, for the European breeding industry access to as many source materials as possible was important, together with the notion that wide access through international cooperation was not only essential for European breeders, but for breeding programmes in all regions alike, including for those of the CGIAR centres, for the purpose of food security.

Europe always looked at the free availability of new crop varieties and source materials as one of the most important benefits that could be realized through the development of what was to become the ITPGRFA. In promoting the concept of facilitated exchange, the ERG was willing to offer what it thought to be of high value to other regions in the world: on the one hand access to newly developed state-of-the-art crop varieties, available for further research and breeding by other parties through adhering to plant breeder’s rights rather than patent rights as the IPR system of choice in plant breeding, and on the other hand large and relatively well kept gene bank collections (see Chapter 14 for an example of gene bank collections).

The European region therefore initially favoured the inclusion of all crops, and later – when this did not appear to be attainable – of a large number of crops in the list of crops that would define the scope of the multilateral system (MLS), not only
because of the notion that mutual interdependence was an apparent feature for most if not all crops, but also since food security was not only a matter of access to sufficient calories but also a matter of breadth and variation in diet. During the entire course of the discussions on the scope of the MLS, it therefore defended as long a list as possible. It is a strong view in the European region that the final list is a compromise based on political interests that had little to do with food security and the recognition of mutual interdependence. In the final stage ERG proposed the addition of specific crops (e.g. temperate grasses and forage crops) on the list. They were not contested by other regions because Europe provides the major holdings of those crops.

The interpretation of Article 12.3d and IPR systems

Article 12.3d of the Treaty is the result of lengthy negotiations to reconcile opposing views on IPR systems on germplasm. This text is to some extent ambiguous. What remains a matter of legal interpretation and jurisprudence to be developed is how the phrase on the subject matter to which Article 12.3d applies – ‘its parts and components’ – relates to the phrase ‘in the form received’. In the view of the European region the material itself, as obtained from the MLS, cannot be protected, but any product developed from that material can be protected. In fact, any other interpretation would make Article 13.2(d) meaningless. Plant breeder’s rights forming the prevalent IPR system in Europe, protected varieties are freely available for further research and breeding and are in full harmony with Article 12.3(d). The remaining issue therefore regards biotechnological applications. In other words, the question is what really constitutes a ‘product’ in biotechnological use, and, in particular, whether the mere isolation and independent multiplication and use of a DNA sequence in its original form but in a different genetic environment is sufficient to define that as a ‘product’. Such interpretation is, at least in theory, also open for claims for IPR on DNA sequences determined for DNA of germplasm obtained from the MLS. However, over the last few years obtaining patents on such very basic claims has become much more difficult in practice under most jurisdictions. This issue is strongly related to discussions in other organizations on the question of what should constitute an ‘inventive step’ under IPR regimes. To find generally accepted solutions remains an important challenge in order to avoid potential conflicts with other types of legislation when implementing the Treaty.

Although differences of view on some IPR-related issues occurred within the European region, witnessed in the debate on the EU Patent Directive, the ERG does regard intellectual rights systems, including patent systems, as generally beneficial for industry and for economic development and society at large. Thus, it did not accept any attempts to weaken IPR systems by the backdoor since the nature and role of these systems had been agreed upon in the framework of the World Intellectual Property Organization (WIPO) and the World Trade Organization (WTO) Trade-related Aspects of Intellectual Property Rights (TRIPS) agreement. However, on one issue that is negotiated under the CBD process towards a Protocol on Access and Benefit-sharing the region has gradually adapted its
position – that is, in considering the advantages and drawbacks of modalities forcing parties requesting a patent right or plant breeder’s right to disclose the origin or legal provenance of the germplasm used to develop the product. Whereas originally it questioned the need for such provision, it has accepted its potential usefulness. In the view of the region, such a modality may be integrated in IPR systems, although as an alternative the form of a self-standing requirement to market products based on biological materials was also debated for some time.

The nature of the SMTA

The negotiations on the SMTA were not part of the Treaty’s negotiations but took place after its adoption. This agreement is essential for the implementation of the Treaty. Since the benefit-sharing provisions of the Treaty could not become really operational without an agreement on the SMTA, which in turn meant that the MLS could not start functioning as perceived, the region was of the view that the SMTA was the last essential component to render the negotiations on the Treaty complete.

It is the view in the European region that in many cases not the parties themselves but legal and natural entities within its jurisdictions will act as providers of germplasm for the MLS, be it under the control of governments or not. From this perspective it is easier to understand why the European region regards the SMTA first and foremost as a contract between the two signatories of the SMTA, and therefore as a contract under civil law. The only peculiarity of the SMTA is formed by the fact that from its very nature as standard (not as model) it followed that its contents could not be negotiated by its parties/signatories, clearly placing the instrument in a special category. This position also explained the region’s pleas during the negotiations of the SMTA to accept recourse to the International Chamber of Commerce as an appropriate component of the SMTA. In line with this position, the region holds the view that any dispute about the adherence to any specific signed SMTA is only a responsibility of its signatories and not necessarily of the parties to the Treaty, in so far as they are not themselves a signatory to that specific agreement. Instead, the role of the parties is to oversee whether the SMTA fulfils its tasks and is appropriate and functional. Only an eventual review of the SMTA is seen as a major responsibility of the parties to the Treaty.

Since its adoption in 2006, some countries within the ERG have actively promoted the acceptance and use of the SMTA by its collection holders and by its breeding sector, both the public and the private sector. The European Seed Association has advised its members to accept the SMTA for access to genetic resources under the MLS.

The concept of the third party beneficiary was favourably evaluated by European parties. It was realized that in many cases providers of germplasm under the MLS would not have the means to follow up the utilization of that germplasm, including in cases where serious doubts on the adherence to the obligations might arise. For the European region, defining the roles and functions of the third party beneficiary formed a major issue that was only partly addressed in the negotiations of the SMTA. In particular, a development leading to a large number of tasks,
an added bureaucracy and inspection of individually signed SMTAs was seen as highly undesirable by the ERG. In particular, some concrete proposals were interpreted as being against the principle of the MLS that no need of follow-up of individual transfers would be needed. At times, some of these proposals were seen as representing a dangerous slide back into bilateral approaches and an emphasis on the countries of origin concept. The interpretation of the relevant articles of the SMTA by the European region is that the third party beneficiary should only act in cases of serious doubts on the adherence to the provisions of the SMTA, and by no means act as an agency controlling the issuing and implementation of the SMTAs.

**Farmers’ Rights**

In general, the European region did not show a strong interest in the Farmers’ Rights concept, (see Chapter 13 for positions of Farmers’ Communities) although some individual member countries were active on this issue. The ERG felt that it would be difficult to develop the concept of Farmers’ Rights into a legal mechanism due to a number of inherent complications, such as identification of the rights holder, the absence of novelty in case of traditional farmers’ varieties and the challenge to sufficiently define a variety in the absence of uniformity. In addition, it was pointed out that a legal interpretation of Farmers’ Rights might clash with the existing IPR systems. The region also noted that some stakeholders in the global NGO community (see Chapter 10 for details on civil society) argued that the legalization of the concept of Farmers’ Rights would only introduce private property thinking into the sector of small-scale agriculture that until then still operated under the concept of heritage of mankind.

The European region was quite flexible during the negotiations with regard to accepting specific language on the rights of farmers to traditional seed management as long as the language remained within the limits of the TRIPS agreement. However, this possible compromise language became irrelevant when the present wording for this chapter was proposed and adopted, leaving the interpretation of such rights largely to national legislation. Internal differences of views on the balance between IPR protection and Farmers’ Rights became visible in the form of country declarations when the Treaty was adopted by the FAO Conference in 2001.

**Financing the implementation of the Treaty**

During the negotiations the ERG argued for utilizing existing funding channels and for avoiding major additional implementation costs. It was, however, accepted that some specific provisions would be needed for the proper implementation of the Treaty. The funding strategy came to be seen as consisting of three components: obligatory benefit sharing under the MLS, voluntary contributions to the account under the control of the Governing Body, and other self-standing financial mechanisms allowing the implementation of the Treaty. With regard to other funding agencies and mechanisms, at the outset different perceptions within the
ERG existed, but gradually a consensus evolved that governments would have a responsibility to act coherently across funding agencies to ensure resources for prioritized activities including the Treaty.

In addition, it was recognized that the Treaty’s secretariat needed an operational budget, but the European region argued that these needs were to be covered from the core budget of FAO. Furthermore, it pointed to a number of international and bilateral mechanisms in place to implement the funding strategy, and although acknowledging that funds from recipients bound to the obligatory benefit-sharing under the MLS would be slow to come for many years, it did not wish to commit itself a priori to the provision of extra, additional funds for the benefit-sharing fund under the funding strategy. It probably misjudged how developing countries interpreted this as a lack of commitment to the operationalization of the Treaty.

**Summing up: Merits and drawbacks of the Treaty from a European viewpoint**

In the view of many European member countries the mere existence of the Treaty represents a major merit in itself in that it challenges governments and the community at large to recognize the importance of plant genetic resources.

In particular, the reconciliation of different perspectives on the functioning of the Treaty, namely as an international agreement between states, as well as an agreement that should bind legal and natural persons exchanging and using plant genetic resources, is regarded by the ERG as a major accomplishment.

For the European group, a major feature and merit of the MLS is that it recognizes that the availability of new plant varieties as such is a major benefit of the MLS. The continued need for a distinction between products that are or are not freely available for research and breeding may be stressed again in future European positions.

For the European region, the MLS is the core of the Treaty, although it also places much weight on Articles 5 and 6 on conservation and sustainable use, emphasizing that these articles apply to all plant genetic resources, not just the crops listed in Annex I.

A notion widely shared within the ERG was that monetary benefits stemming from the application of Article 13.2 (d) will remain limited at least for a number of years to come, and the volume of such benefits will remain limited given the fact that obtaining plant breeder’s rights on a product developed from germplasm accessed from the MLS will not lead to obligatory benefit-sharing.

The alternative payment option, proposed by the African region in a late phase of the negotiations on the SMTA, was gradually being perceived as an interesting option (see Chapter 19 for more detail). However, it can be expected that the alternative payment option will only be preferred by users if the ratio of the payment levels between the default payment arrangement (by individual product) and the alternative option (by access to a crop listed in Annex I) would have been substantially larger. Possibly, the alternative payment option may still evolve into
a major merit, if the ratio between these two payment levels can be revisited in the future.

The Global Crop Diversity Trust (see Chapter 16 for detail on the GCDT) is seen as a major instrument for benefit-sharing, and ERG governments have made substantial donations to the Trust. The ERG regards the GCDT as an essential component of the funding strategy and indeed as a major building block to the Treaty. Furthermore, the grant conditions of the GCDT request that the germplasm that is regenerated or characterized with support from the Trust will be available under the conditions of the SMTA. The Trust currently supports the regeneration and characterization of both international collections of the CGIAR and national collections in a large number of countries. The Global Environment Facility has also been identified as an important instrument to facilitate benefit-sharing at the multilateral level. In addition, various bilateral programmes explicitly include the strengthening of genetic resources conservation and utilization. In situ conservation, management and use remains a major challenge, however, although the strategic plan for the implementation of the funding strategy adopted by the Governing Body offers options to specifically address such needs.

**Challenges ahead**

Although significant progress has been made, the authors of this chapter recognize a number of outstanding issues. In our view, solving these challenges will increase mutual trust between the stakeholders in the Treaty: governments of developing countries and developed countries, the private sector and farmers’ organizations, breeders and conservationists alike.

**Funding strategy**

Full and proper implementation of the Treaty depends on the funding strategy. Ex situ conservation of Annex I crops is to a large extent taken care of by the contributions of the GCDT. However, the ITPGRFA also refers to the need for complementary in situ measures. In spite of the potential offered by the Global Environment Facility and bilateral funding, a case can be made that the Treaty needs funds under its own control, to develop a coherent portfolio of projects for proper in situ management. An adequate funding strategy is also needed in order to address neglected and underutilized crops, as well as the capacity building needs for the implementation of the Treaty and following from the Global Plan of Action on Plant Genetic Resources for Food and Agriculture.

It was a major achievement to reach consensus on the budget during the early stages of the Treaty implementation. Lack of an agreement on the financial rules still hampers the Treaty to fully function at this crucial stage.

Various stakeholders in the European region feel that success in fundraising will depend on a clear focus and on the ability to render the benefit-sharing fund attractive to additional non-state donors. In addition to the ground-laying contributions of Spain, Italy and Australia, the innovative Norwegian pledge for
benefit-sharing as a function of seed sales in the country (0.1 per cent of all sales), as well as the ensuing strategic partnership between the Treaty and United Nations Development Programme (UNDP) can be seen as highly interesting initiatives.

**Building the MLS, including introducing the SMTA**

Currently, the major holdings brought into the MLS are those of the CGIAR centres. Large collections maintained by national gene banks and other public sector institutions should also become part of the MLS. To the extent that such collections come under the management and control of the contracting parties and are in the public domain, these collections automatically form part of the MLS upon ratification of the Treaty by the corresponding country. Where such collections are held by institutions outside the government, collection holders themselves should decide to bring their collections into the MLS. The extent and pace by which this can be realized will strongly influence the success of the Treaty.

An important challenge will be to aim for the broadest possible participation in the Treaty. Some countries that are important players in the field of PGRFA have not ratified the Treaty yet. Universal membership, expansion of Annex I, filling the MLS and realizing facilitated access for all PGRFA important for food security, will form important goals for the European region in the future, and Europe will have to consider how best to foster such development.

The Treaty will also be judged by the progress made with the introduction of the SMTA. A shift to the SMTA takes time, both for technical and for policy reasons. Governments should identify all material that automatically falls under the MLS and promote inclusion of all other germplasm listed in Annex I held in their jurisdictions. Regulatory measures might be necessary to arrange for contributions to the MLS. Providers should develop an administrative system to archive signed SMTAs and to report on such transactions to the secretariat of the Treaty. Clear progress in the introduction of the SMTA, across regions and sectors, should be demonstrable in order to boost the profile and recognition for the Treaty.

**Transparency, mutual trust and risks of misappropriation**

The issue of misappropriation is clearly linked to the question of how Article 12.3 (d) of the Treaty should be interpreted. The ERG shares the view that nothing in this article should prevent the granting of IPR on products developed from materials from the MLS. However, obtaining such rights should not limit access for others to the same materials in the MLS. It is highly likely that this issue can only be gradually resolved by discussing case studies as they will develop over time in the Governing Body, and resorting to arbitration in those cases where no agreement between the contract partners can be reached.

A related challenge is the need to provide sufficient transparency in the transactions that take place with germplasm in the MLS and materials under development derived from that germplasm. The level of detail in the reporting of transactions and the means by which parties can gain access to that information
The European Regional Group

still needs to be elucidated and agreed upon. The ERG acknowledges that reporting is essential, but it also holds that in accordance with Article 12.3 (b) policing of individual transactions in the system should not be an objective of the reporting. In the European view, the provider – whether a provider of germplasm in the MLS or of materials incorporating germplasm from the MLS – remains responsible for documenting and respecting the details of each transaction.

Access to non-Annex I crops

Various crop collections that do not fall under the MLS will still play a role in reaching global or regional food security. In the view of the European region, taking into account that it regarded Annex I as too limited, it would be preferable to make germplasm of all PGRFA available under the terms and conditions of the MLS. Some European parties (such as The Netherlands and Germany) have indeed already adopted this approach.

Access to germplasm maintained in situ

Some stakeholders hold the view that the MLS should only effectively deal with access to ex situ collections. However, in the European view this is not in line with the text of the Treaty, and, in particular, Article 12.3 (e) which explicitly refers to access to plant genetic resources being developed by farmers, and Article 12.3 (h) stating that access to plant genetic resources found in in situ conditions may be ruled by national legislation or in accordance with standards as may be set by the Governing Body. Thus, the Governing Body may wish to discuss the need for such standards. In that process, it might be considered to what extent the Treaty can provide any basic rules for access to germplasm held under in situ conditions, and to what extent such access to Annex I germplasm may depend on national policy and legislation. Paying due attention to access and benefit-sharing on genetic resources held on farm or occurring in in situ conditions will greatly increase the impact of the Treaty.

Raising the political profile of the Treaty

In order for the funding strategy to attract sufficient funding, the importance of the Treaty will have to be ‘mainstreamed’. The various stakeholder groups should contribute to an increased awareness on the importance of conserving crop genetic diversity and to raise its profile. In addition, for proper implementation of the Treaty more interdepartmental cooperation at the national level will be needed. In the process, the notion that agriculture is simply a threat to biodiversity will have to be replaced by the realization that, as part of agriculture, genetic resources for food and agriculture form a major component of our total biodiversity and should thus be conserved and cherished. In addition, there could be great potential in referring to the cause of food security in order to raise the awareness on biodiversity in general.

Raising the profile is not only a challenge at the national level but also at the international level. Whereas FAO has fully recognized the importance of genetic
resources, this issue has not been given the proper attention in other multilateral agreements and organizations. In a future in which climate change will increasingly affect agriculture in all regions, conserving our agrobiodiversity should be recognized as an important insurance policy providing us with an essential tool for adaptation to changed circumstances. Some early developments already point to a strong need for more systematic exploration of crop genetic resources in order to adapt to climate change.

**Conclusions**

The ERG member countries regard the ITPGRFA as a very important agreement, that will allow breeding efforts to continue and to develop further in order to meet the challenges of food security, and that – to that purpose – will contribute to an enhanced conservation of our genetic resources in international cooperation. The European region is also aware of the fact that the Treaty will complement and contribute to a future International Regime on Access and Benefit Sharing, that is currently negotiated under the CBD and that will have regard to all genetic resources. It is of the opinion that major first steps towards implementation of the Treaty have already been made, but that continued efforts will be needed to complete the process of implementation.

**Notes**

1. Europe’s role, positions and perspectives should be understood as those of the European regional group, representing the countries of the region. The European regional group encompasses all European countries including the countries of Central and Eastern Europe. Russia also belongs to the European regional group in FAO.

2. At the start of the negotiating process in 1995, the number of EU member states was still 15, whereas at the conclusion of the Treaty in 2001 the number had increased to 25, and at the 2nd Governing Body meeting it had reached 27 member states.

3. If the breeding cycle is taken as a reference, substantial income can be expected only 7–15 years after distribution of germplasm for the purpose of breeding has occurred.

4. At April 2008, the total payments of European governments to the Global Crop Diversity Trust had reached an amount of US$75 million.

5. A growing number of national collections are now placed in the MLS, as reported on the website of the Treaty. So far, ERG member states have placed more than 200,000 accessions in the MLS or made these accessions available under the terms and conditions of the SMTA.