

No. 30619

MULTILATERAL

**Convention on biological diversity (with annexes). Concluded
at Rio de Janeiro on 5 June 1992**

*Authentic texts: Arabic, Chinese, English, French, Russian and Spanish.
Registered ex officio on 29 December 1993.*

MULTILATÉRAL

**Convention sur la diversité biologique (avec annexes). Con-
clue à Rio de Janeiro le 5 juin 1992**

*Textes authentiques : arabe, chinois, anglais, français, russe et espagnol.
Enregistrée d'office le 29 décembre 1993.*

CONVENTION¹ ON BIOLOGICAL DIVERSITY

Preamble

The Contracting Parties.

Conscious of the intrinsic value of biological diversity and of the ecological, genetic, social, economic, scientific, educational, cultural, recreational and aesthetic values of biological diversity and its components.

Conscious also of the importance of biological diversity for evolution and for maintaining life sustaining systems of the biosphere.

Affirming that the conservation of biological diversity is a common concern of humankind,

Reaffirming that States have sovereign rights over their own biological resources.

¹ Came into force on 29 December 1993, i.e., the ninetieth day after the date of deposit with the Secretary-General of the United Nations of the thirtieth instrument of ratification, acceptance, approval or accession, in accordance with article 36 (1):

<i>Participant</i>	<i>Date of deposit of the instrument of ratification, accession (a) or acceptance (A)</i>
Antigua and Barbuda	9 March 1993
Armenia	14 May 1993 A
Australia	18 June 1993
Bahamas	2 September 1993
Belarus	8 September 1993
Burkina Faso	2 September 1993
Canada	4 December 1992
China	5 January 1993
Cook Islands	20 April 1993
Ecuador	23 February 1993
Fiji	25 February 1993
Guinea	7 May 1993
Japan	28 May 1993 A
Maldives	9 November 1992
Marshall Islands	8 October 1992
Mauritius	4 September 1992
Mexico	11 March 1993
Monaco	20 November 1992
Mongolia	30 September 1993
New Zealand	16 September 1993
Norway	9 July 1993
Papua New Guinea*	16 March 1993
Peru	7 June 1993
Saint Kitts and Nevis	7 January 1993
Saint Lucia	28 July 1993 a
Seychelles	22 September 1992
Tunisia	15 July 1993
Uganda	8 September 1993
Vanuatu	25 March 1993
Zambia	28 May 1993

(Continued on page 144)

Reaffirming also that States are responsible for conserving their biological diversity and for using their biological resources in a sustainable manner.

Concerned that biological diversity is being significantly reduced by certain human activities.

Aware of the general lack of information and knowledge regarding biological diversity and of the urgent need to develop scientific, technical and institutional capacities to provide the basic understanding upon which to plan and implement appropriate measures.

Noting that it is vital to anticipate, prevent and attack the causes of significant reduction or loss of biological diversity at source.

Noting also that where there is a threat of significant reduction or loss of biological diversity, lack of full scientific certainty should not be used as a reason for postponing measures to avoid or minimize such a threat.

Noting further that the fundamental requirement for the conservation of biological diversity is the *in-situ* conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their natural surroundings.

(Footnote 1 continued from page 143)

Subsequently, the Convention came into force for the following Contracting Parties on the ninetieth day after the date of deposit with the Secretary-General of the United Nations of their instrument of ratification, acceptance, approval or accession, in accordance with article 36 (3):

<i>Participant</i>	<i>Date of deposit of the instrument of ratification or approval (AA)</i>
Philippines	8 October 1993
(With effect from 6 January 1994.)	
Uruguay	5 November 1993
(With effect from 3 February 1994.)	
Nauru	11 November 1993
(With effect from 9 February 1994.)	
Jordan	12 November 1993
(With effect from 10 February 1994.)	
Nepal	23 November 1993
(With effect from 21 February 1994.)	
Czech Republic	3 December 1993 AA
(With effect from 3 March 1994.)	
Barbados	10 December 1993
(With effect from 10 March 1994.)	
Sweden	16 December 1993
(With effect from 16 March 1994.)	
Denmark	21 December 1993
(With effect from 21 March 1994.)	
European Community*	21 December 1993 AA
(With effect from 21 March 1994.)	
Germany	21 December 1993
(With effect from 21 March 1994.)	
Portugal	21 December 1993
(With effect from 21 March 1994.)	
Spain	21 December 1993
(With effect from 21 March 1994.)	

* See p. 306 for the texts of the declarations made upon ratification or approval.

Noting further that *ex-situ* measures, preferably in the country of origin, also have an important role to play,

Recognizing the close and traditional dependence of many indigenous and local communities embodying traditional lifestyles on biological resources, and the desirability of sharing equitably benefits arising from the use of traditional knowledge, innovations and practices relevant to the conservation of biological diversity and the sustainable use of its components.

Recognizing also the vital role that women play in the conservation and sustainable use of biological diversity and affirming the need for the full participation of women at all levels of policy-making and implementation for biological diversity conservation,

Stressing the importance of, and the need to promote, international, regional and global cooperation among States and intergovernmental organizations and the non-governmental sector for the conservation of biological diversity and the sustainable use of its components,

Acknowledging that the provision of new and additional financial resources and appropriate access to relevant technologies can be expected to make a substantial difference in the world's ability to address the loss of biological diversity,

Acknowledging further that special provision is required to meet the needs of developing countries, including the provision of new and additional financial resources and appropriate access to relevant technologies.

Noting in this regard the special conditions of the least developed countries and small island States.

Acknowledging that substantial investments are required to conserve biological diversity and that there is the expectation of a broad range of environmental, economic and social benefits from those investments,

Recognizing that economic and social development and poverty eradication are the first and overriding priorities of developing countries,

Aware that conservation and sustainable use of biological diversity is of critical importance for meeting the food, health and other needs of the growing world population, for which purpose access to and sharing of both genetic resources and technologies are essential.

Noting that, ultimately, the conservation and sustainable use of biological diversity will strengthen friendly relations among States and contribute to peace for humankind.

Desiring to enhance and complement existing international arrangements for the conservation of biological diversity and sustainable use of its components, and

Determined to conserve and sustainably use biological diversity for the benefit of present and future generations.

Have agreed as follows:

Article 1. Objectives

The objectives of this Convention, to be pursued in accordance with its relevant provisions, are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources, including by appropriate access to genetic resources and by appropriate transfer of relevant technologies, taking into account all rights over those resources and to technologies, and by appropriate funding.

Article 2. Use of Terms

For the purposes of this Convention:

"*Biological diversity*" means the variability among living organisms from all sources including, *inter alia*, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part: this includes diversity within species, between species and of ecosystems.

"*Biological resources*" includes genetic resources, organisms or parts thereof, populations, or any other biotic component of ecosystems with actual or potential use or value for humanity.

"*Biotechnology*" means any technological application that uses biological systems, living organisms, or derivatives thereof, to make or modify products or processes for specific use.

"*Country of origin of genetic resources*" means the country which possesses those genetic resources in *in-situ* conditions.

"*Country providing genetic resources*" means the country supplying genetic resources collected from *in-situ* sources, including populations of both wild and domesticated species, or taken from *ex-situ* sources, which may or may not have originated in that country.

"*Domesticated or cultivated species*" means species in which the evolutionary process has been influenced by humans to meet their needs.

"*Ecosystem*" means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit.

"*Ex-situ conservation*" means the conservation of components of biological diversity outside their natural habitats.

"*Genetic material*" means any material of plant, animal, microbial or other origin containing functional units of heredity.

"*Genetic resources*" means genetic material of actual or potential value.

"*Habitat*" means the place or type of site where an organism or population naturally occurs.

"*In-situ conditions*" means conditions where genetic resources exist within ecosystems and natural habitats, and, in the case of domesticated or cultivated species, in the surroundings where they have developed their distinctive properties.

"*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 species, in the surroundings where they have developed their distinctive properties.

"*Protected area*" means a geographically defined area which is designated or regulated and managed to achieve specific conservation objectives.

"*Regional economic integration organization*" means an organization constituted by sovereign States of a given region, to which its member States have transferred competence in respect of matters governed by this Convention and which has been duly authorized, in accordance with its internal procedures, to sign, ratify, accept, approve or accede to it.

"*Sustainable use*" means the use of components of biological diversity in a way and at a rate that does not lead to the long-term decline of biological diversity, thereby maintaining its potential to meet the needs and aspirations of present and future generations.

"*Technology*" includes biotechnology.

Article 3. Principle

States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction.

Article 4. Jurisdictional Scope

Subject to the rights of other States, and except as otherwise expressly provided in this Convention, the provisions of this Convention apply, in relation to each Contracting Party:

(a) In the case of components of biological diversity, in areas within the limits of its national jurisdiction; and

(b) In the case of processes and activities, regardless of where their effects occur, carried out under its jurisdiction or control, within the area of its national jurisdiction or beyond the limits of national jurisdiction.

Article 5. Cooperation

Each Contracting Party shall, as far as possible and as appropriate, cooperate with other Contracting Parties, directly or, where appropriate, through competent international organizations, in respect of areas beyond

national jurisdiction and on other matters of mutual interest, for the conservation and sustainable use of biological diversity.

Article 6. General Measures for Conservation and Sustainable Use

Each Contracting Party shall, in accordance with its particular conditions and capabilities:

(a) Develop national strategies, plans or programmes for the conservation and sustainable use of biological diversity or adapt for this purpose existing strategies, plans or programmes which shall reflect, *inter alia*, the measures set out in this Convention relevant to the Contracting Party concerned; and

(b) Integrate, as far as possible and as appropriate, the conservation and sustainable use of biological diversity into relevant sectoral or cross-sectoral plans, programmes and policies.

Article 7. Identification and Monitoring

Each Contracting Party shall, as far as possible and as appropriate, in particular for the purposes of Articles 8 to 10:

(a) Identify components of biological diversity important for its conservation and sustainable use having regard to the indicative list of categories set down in Annex I;

(b) Monitor, through sampling and other techniques, the components of biological diversity identified pursuant to subparagraph (a) above, paying particular attention to those requiring urgent conservation measures and those which offer the greatest potential for sustainable use;

(c) Identify processes and categories of activities which have or are likely to have significant adverse impacts on the conservation and sustainable use of biological diversity, and monitor their effects through sampling and other techniques; and

(d) Maintain and organize, by any mechanism data, derived from identification and monitoring activities pursuant to subparagraphs (a), (b) and (c) above.

Article 8. In-situ Conservation

Each Contracting Party shall, as far as possible and as appropriate:

(a) Establish a system of protected areas or areas where special measures need to be taken to conserve biological diversity;

(b) Develop, where necessary, guidelines for the selection, establishment and management of protected areas or areas where special measures need to be taken to conserve biological diversity;

(c) Regulate or manage biological resources important for the conservation of biological diversity whether within or outside protected areas, with a view to ensuring their conservation and sustainable use;

(d) Promote the protection of ecosystems, natural habitats and the maintenance of viable populations of species in natural surroundings;

(e) Promote environmentally sound and sustainable development in areas adjacent to protected areas with a view to furthering protection of these areas;

(f) Rehabilitate and restore degraded ecosystems and promote the recovery of threatened species, *inter alia*, through the development and implementation of plans or other management strategies;

(g) Establish or maintain means to regulate, manage or control the risks associated with the use and release of living modified organisms resulting from biotechnology which are likely to have adverse environmental impacts that could affect the conservation and sustainable use of biological diversity, taking also into account the risks to human health;

(h) Prevent the introduction of, control or eradicate those alien species which threaten ecosystems, habitats or species;

(i) Endeavour to provide the conditions needed for compatibility between present uses and the conservation of biological diversity and the sustainable use of its components;

(j) Subject to its national legislation, respect, preserve and maintain knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity and promote their wider application with the approval and involvement of the holders of such knowledge, innovations and practices and encourage the equitable sharing of the benefits arising from the utilization of such knowledge, innovations and practices;

(k) Develop or maintain necessary legislation and/or other regulatory provisions for the protection of threatened species and populations;

(l) Where a significant adverse effect on biological diversity has been determined pursuant to Article 7, regulate or manage the relevant processes and categories of activities; and

(m) Cooperate in providing financial and other support for *in-situ* conservation outlined in subparagraphs (a) to (l) above, particularly to developing countries.

Article 9. *Ex-situ* Conservation

Each Contracting Party shall, as far as possible and as appropriate, and predominantly for the purpose of complementing *in-situ* measures:

(a) Adopt measures for the *ex-situ* conservation of components of biological diversity, preferably in the country of origin of such components;

(b) Establish and maintain facilities for *ex-situ* conservation of and research on plants, animals and micro-organisms, preferably in the country of origin of genetic resources:

(c) Adopt measures for the recovery and rehabilitation of threatened species and for their reintroduction into their natural habitats under appropriate conditions:

(d) Regulate and manage collection of biological resources from natural habitats for *ex-situ* conservation purposes so as not to threaten ecosystems and *in-situ* populations of species, except where special temporary *ex-situ* measures are required under subparagraph (c) above; and

(e) Cooperate in providing financial and other support for *ex-situ* conservation outlined in subparagraphs (a) to (d) above and in the establishment and maintenance of *ex-situ* conservation facilities in developing countries.

Article 10. Sustainable Use of Components of Biological Diversity

Each Contracting Party shall, as far as possible and as appropriate:

(a) Integrate consideration of the conservation and sustainable use of biological resources into national decision-making;

(b) Adopt measures relating to the use of biological resources to avoid or minimize adverse impacts on biological diversity;

(c) Protect and encourage customary use of biological resources in accordance with traditional cultural practices that are compatible with conservation or sustainable use requirements;

(d) Support local populations to develop and implement remedial action in degraded areas where biological diversity has been reduced; and

(e) Encourage cooperation between its governmental authorities and its private sector in developing methods for sustainable use of biological resources.

Article 11. Incentive Measures

Each Contracting Party shall, as far as possible and as appropriate, adopt economically and socially sound measures that act as incentives for the conservation and sustainable use of components of biological diversity.

Article 12. Research and Training

The Contracting Parties, taking into account the special needs of developing countries, shall:

(a) Establish and maintain programmes for scientific and technical education and training in measures for the identification, conservation and sustainable use of biological diversity and its components and

provide support for such education and training for the specific needs of developing countries:

(b) Promote and encourage research which contributes to the conservation and sustainable use of biological diversity, particularly in developing countries, *inter alia*, in accordance with decisions of the Conference of the Parties taken in consequence of recommendations of the Subsidiary Body on Scientific, Technical and Technological Advice; and

(c) In keeping with the provisions of Articles 16, 18 and 20, promote and cooperate in the use of scientific advances in biological diversity research in developing methods for conservation and sustainable use of biological resources.

Article 13. Public Education and Awareness

The Contracting Parties shall:

(a) Promote and encourage understanding of the importance of, and the measures required for, the conservation of biological diversity, as well as its propagation through media, and the inclusion of these topics in educational programmes; and

(b) Cooperate, as appropriate, with other States and international organizations in developing educational and public awareness programmes, with respect to conservation and sustainable use of biological diversity.

Article 14. Impact Assessment and Minimizing Adverse Impacts

1. Each Contracting Party, as far as possible and as appropriate, shall:

(a) Introduce appropriate procedures requiring environmental impact assessment of its proposed projects that are likely to have significant adverse effects on biological diversity with a view to avoiding or minimizing such effects and, where appropriate, allow for public participation in such procedures;

(b) Introduce appropriate arrangements to ensure that the environmental consequences of its programmes and policies that are likely to have significant adverse impacts on biological diversity are duly taken into account;

(c) Promote, on the basis of reciprocity, notification, exchange of information and consultation on activities under their jurisdiction or control which are likely to significantly affect adversely the biological diversity of other States or areas beyond the limits of national jurisdiction, by encouraging the conclusion of bilateral, regional or multilateral arrangements, as appropriate;

(d) In the case of imminent or grave danger or damage, originating under its jurisdiction or control, to biological diversity within the area under jurisdiction of other States or in areas beyond the limits of national jurisdiction, notify immediately the potentially affected States of such danger or damage, as well as initiate action to prevent or minimize such danger or damage; and

(e) Promote national arrangements for emergency responses to activities or events, whether caused naturally or otherwise, which present a grave and imminent danger to biological diversity and encourage international cooperation to supplement such national efforts and, where appropriate and agreed by the States or regional economic integration organizations concerned, to establish joint contingency plans.

2. The Conference of the Parties shall examine, on the basis of studies to be carried out, the issue of liability and redress, including restoration and compensation, for damage to biological diversity, except where such liability is a purely internal matter.

Article 15. Access to Genetic Resources

1. Recognizing the sovereign rights of States over their natural resources, the authority to determine access to genetic resources rests with the national governments and is subject to national legislation.

2. Each Contracting Party shall endeavour to create conditions to facilitate access to genetic resources for environmentally sound uses by other Contracting Parties and not to impose restrictions that run counter to the objectives of this Convention.

3. For the purpose of this Convention, the genetic resources being provided by a Contracting Party, as referred to in this Article and Articles 16 and 19, are only those that are provided by Contracting Parties that are countries of origin of such resources or by the Parties that have acquired the genetic resources in accordance with this Convention.

4. Access, where granted, shall be on mutually agreed terms and subject to the provisions of this Article.

5. Access to genetic resources shall be subject to prior informed consent of the Contracting Party providing such resources, unless otherwise determined by that Party.

6. Each Contracting Party shall endeavour to develop and carry out scientific research based on genetic resources provided by other Contracting Parties with the full participation of, and where possible in, such Contracting Parties.

7. Each Contracting Party shall take legislative, administrative or policy measures, as appropriate, and in accordance with Articles 16 and 19 and, where necessary, through the financial mechanism established by Articles 20 and 21 with the aim of sharing in a fair and equitable way the results of research and development and the benefits arising from the commercial and other utilization of genetic resources with the Contracting Party providing such resources. Such sharing shall be upon mutually agreed terms.

Article 16. Access to and Transfer of Technology

1. Each Contracting Party, recognizing that technology includes biotechnology, and that both access to and transfer of technology among Contracting Parties are essential elements for the attainment of the

objectives of this Convention. undertakes subject to the provisions of this Article to provide and/or facilitate access for and transfer to other Contracting Parties of technologies that are relevant to the conservation and sustainable use of biological diversity or make use of genetic resources and do not cause significant damage to the environment.

2. Access to and transfer of technology referred to in paragraph 1 above to developing countries shall be provided and/or facilitated under fair and most favourable terms, including on concessional and preferential terms where mutually agreed, and, where necessary, in accordance with the financial mechanism established by Articles 20 and 21. In the case of technology subject to patents and other intellectual property rights, such access and transfer shall be provided on terms which recognize and are consistent with the adequate and effective protection of intellectual property rights. The application of this paragraph shall be consistent with paragraphs 3, 4 and 5 below.

3. Each Contracting Party shall take legislative, administrative or policy measures, as appropriate, with the aim that Contracting Parties, in particular those that are developing countries, which provide genetic resources are provided access to and transfer of technology which makes use of those resources, on mutually agreed terms, including technology protected by patents and other intellectual property rights, where necessary, through the provisions of Articles 20 and 21 and in accordance with international law and consistent with paragraphs 4 and 5 below.

4. Each Contracting Party shall take legislative, administrative or policy measures, as appropriate, with the aim that the private sector facilitates access to, joint development and transfer of technology referred to in paragraph 1 above for the benefit of both governmental institutions and the private sector of developing countries and in this regard shall abide by the obligations included in paragraphs 1, 2 and 3 above.

5. The Contracting Parties, recognizing that patents and other intellectual property rights may have an influence on the implementation of this Convention, shall cooperate in this regard subject to national legislation and international law in order to ensure that such rights are supportive of and do not run counter to its objectives.

Article 17. Exchange of Information

1. The Contracting Parties shall facilitate the exchange of information, from all publicly available sources, relevant to the conservation and sustainable use of biological diversity, taking into account the special needs of developing countries.

2. Such exchange of information shall include exchange of results of technical, scientific and socio-economic research, as well as information on training and surveying programmes, specialized knowledge, indigenous and traditional knowledge as such and in combination with the technologies referred to in Article 16, paragraph 1. It shall also, where feasible, include repatriation of information.

Article 18. Technical and Scientific Cooperation

1. The Contracting Parties shall promote international technical and scientific cooperation in the field of conservation and sustainable use of biological diversity, where necessary, through the appropriate international and national institutions.

2. Each Contracting Party shall promote technical and scientific cooperation with other Contracting Parties, in particular developing countries, in implementing this Convention, *inter alia*, through the development and implementation of national policies. In promoting such cooperation, special attention should be given to the development and strengthening of national capabilities, by means of human resources development and institution building.

3. The Conference of the Parties, at its first meeting, shall determine how to establish a clearing-house mechanism to promote and facilitate technical and scientific cooperation.

4. The Contracting Parties shall, in accordance with national legislation and policies, encourage and develop methods of cooperation for the development and use of technologies, including indigenous and traditional technologies, in pursuance of the objectives of this Convention. For this purpose, the Contracting Parties shall also promote cooperation in the training of personnel and exchange of experts.

5. The Contracting Parties shall, subject to mutual agreement, promote the establishment of joint research programmes and joint ventures for the development of technologies relevant to the objectives of this Convention.

Article 19. Handling of Biotechnology and Distribution of its Benefits

1. Each Contracting Party shall take legislative, administrative or policy measures, as appropriate, to provide for the effective participation in biotechnological research activities by those Contracting Parties, especially developing countries, which provide the genetic resources for such research, and where feasible in such Contracting Parties.

2. Each Contracting Party shall take all practicable measures to promote and advance priority access on a fair and equitable basis by Contracting Parties, especially developing countries, to the results and benefits arising from biotechnologies based upon genetic resources provided by those Contracting Parties. Such access shall be on mutually agreed terms.

3. The Parties shall consider the need for and modalities of a protocol setting out appropriate procedures, including, in particular, advance informed agreement, in the field of the safe transfer, handling and use of any living modified organism resulting from biotechnology that may have adverse effect on the conservation and sustainable use of biological diversity.

4. Each Contracting Party shall, directly or by requiring any natural or legal person under its jurisdiction providing the organisms referred

to in paragraph 3 above, provide any available information about the use and safety regulations required by that Contracting Party in handling such organisms, as well as any available information on the potential adverse impact of the specific organisms concerned to the Contracting Party into which those organisms are to be introduced.

Article 20. Financial Resources

1. Each Contracting Party undertakes to provide, in accordance with its capabilities, financial support and incentives in respect of those national activities which are intended to achieve the objectives of this Convention, in accordance with its national plans, priorities and programmes.
2. The developed country Parties shall provide new and additional financial resources to enable developing country Parties to meet the agreed full incremental costs to them of implementing measures which fulfil the obligations of this Convention and to benefit from its provisions and which costs are agreed between a developing country Party and the institutional structure referred to in Article 21, in accordance with policy, strategy, programme priorities and eligibility criteria and an indicative list of incremental costs established by the Conference of the Parties. Other Parties, including countries undergoing the process of transition to a market economy, may voluntarily assume the obligations of the developed country Parties. For the purpose of this Article, the Conference of the Parties, shall at its first meeting establish a list of developed country Parties and other Parties which voluntarily assume the obligations of the developed country Parties. The Conference of the Parties shall periodically review and if necessary amend the list. Contributions from other countries and sources on a voluntary basis would also be encouraged. The implementation of these commitments shall take into account the need for adequacy, predictability and timely flow of funds and the importance of burden-sharing among the contributing Parties included in the list.
3. The developed country Parties may also provide, and developing country Parties avail themselves of, financial resources related to the implementation of this Convention through bilateral, regional and other multilateral channels.
4. The extent to which developing country Parties will effectively implement their commitments under this Convention will depend on the effective implementation by developed country Parties of their commitments under this Convention related to financial resources and transfer of technology and will take fully into account the fact that economic and social development and eradication of poverty are the first and overriding priorities of the developing country Parties.
5. The Parties shall take full account of the specific needs and special situation of least developed countries in their actions with regard to funding and transfer of technology.
5. The Contracting Parties shall also take into consideration the special conditions resulting from the dependence on, distribution and location of, biological diversity within developing country Parties, in particular small island States.

7. Consideration shall also be given to the special situation of developing countries, including those that are most environmentally vulnerable, such as those with arid and semi-arid zones, coastal and mountainous areas.

Article 21. Financial Mechanism

1. There shall be a mechanism for the provision of financial resources to developing country Parties for purposes of this Convention on a grant or concessional basis the essential elements of which are described in this Article. The mechanism shall function under the authority and guidance of, and be accountable to, the Conference of the Parties for purposes of this Convention. The operations of the mechanism shall be carried out by such institutional structure as may be decided upon by the Conference of the Parties at its first meeting. For purposes of this Convention, the Conference of the Parties shall determine the policy, strategy, programme priorities and eligibility criteria relating to the access to and utilization of such resources. The contributions shall be such as to take into account the need for predictability, adequacy and timely flow of funds referred to in Article 20 in accordance with the amount of resources needed to be decided periodically by the Conference of the Parties and the importance of burden-sharing among the contributing Parties included in the list referred to in Article 20, paragraph 2. Voluntary contributions may also be made by the developed country Parties and by other countries and sources. The mechanism shall operate within a democratic and transparent system of governance.

2. Pursuant to the objectives of this Convention, the Conference of the Parties shall at its first meeting determine the policy, strategy and programme priorities, as well as detailed criteria and guidelines for eligibility for access to and utilization of the financial resources including monitoring and evaluation on a regular basis of such utilization. The Conference of the Parties shall decide on the arrangements to give effect to paragraph 1 above after consultation with the institutional structure entrusted with the operation of the financial mechanism.

3. The Conference of the Parties shall review the effectiveness of the mechanism established under this Article, including the criteria and guidelines referred to in paragraph 2 above, not less than two years after the entry into force of this Convention and thereafter on a regular basis. Based on such review, it shall take appropriate action to improve the effectiveness of the mechanism if necessary.

4. The Contracting Parties shall consider strengthening existing financial institutions to provide financial resources for the conservation and sustainable use of biological diversity.

Article 22. Relationship with Other International Conventions

1. The provisions of this Convention shall not affect the rights and obligations of any Contracting Party deriving from any existing international agreement, except where the exercise of those rights and obligations would cause a serious damage or threat to biological diversity.

2. Contracting Parties shall implement this Convention with respect to the marine environment consistently with the rights and obligations of States under the law of the sea.

Article 23. Conference of the Parties

1. A Conference of the Parties is hereby established. The first meeting of the Conference of the Parties shall be convened by the Executive Director of the United Nations Environment Programme not later than one year after the entry into force of this Convention. Thereafter, ordinary meetings of the Conference of the Parties shall be held at regular intervals to be determined by the Conference at its first meeting.

2. Extraordinary meetings of the Conference of the Parties shall be held at such other times as may be deemed necessary by the Conference, or at the written request of any Party, provided that, within six months of the request being communicated to them by the Secretariat, it is supported by at least one third of the Parties.

3. The Conference of the Parties shall by consensus agree upon and adopt rules of procedure for itself and for any subsidiary body it may establish, as well as financial rules governing the funding of the Secretariat. At each ordinary meeting, it shall adopt a budget for the financial period until the next ordinary meeting.

4. The Conference of the Parties shall keep under review the implementation of this Convention, and, for this purpose, shall:

(a) Establish the form and the intervals for transmitting the information to be submitted in accordance with Article 26 and consider such information as well as reports submitted by any subsidiary body;

(b) Review scientific, technical and technological advice on biological diversity provided in accordance with Article 25;

(c) Consider and adopt, as required, protocols in accordance with Article 28;

(d) Consider and adopt, as required, in accordance with Articles 29 and 30, amendments to this Convention and its annexes;

(e) Consider amendments to any protocol, as well as to any annexes thereto, and, if so decided, recommend their adoption to the parties to the protocol concerned;

(f) Consider and adopt, as required, in accordance with Article 30, additional annexes to this Convention;

(g) Establish such subsidiary bodies, particularly to provide scientific and technical advice, as are deemed necessary for the implementation of this Convention;

(h) Contact, through the Secretariat, the executive bodies of conventions dealing with matters covered by this Convention with a view to establishing appropriate forms of cooperation with them; and

(1) Consider and undertake any additional action that may be required for the achievement of the purposes of this Convention in the light of experience gained in its operation.

5. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State not Party to this Convention, may be represented as observers at meetings of the Conference of the Parties. Any other body or agency, whether governmental or non-governmental, qualified in fields relating to conservation and sustainable use of biological diversity, which has informed the Secretariat of its wish to be represented as an observer at a meeting of the Conference of the Parties, may be admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure adopted by the Conference of the Parties.

Article 24. Secretariat

1. A secretariat is hereby established. Its functions shall be:

(a) To arrange for and service meetings of the Conference of the Parties provided for in Article 23;

(b) To perform the functions assigned to it by any protocol;

(c) To prepare reports on the execution of its functions under this Convention and present them to the Conference of the Parties;

(d) To coordinate with other relevant international bodies and, in particular to enter into such administrative and contractual arrangements as may be required for the effective discharge of its functions; and

(e) To perform such other functions as may be determined by the Conference of the Parties.

2. At its first ordinary meeting, the Conference of the Parties shall designate the secretariat from amongst those existing competent international organizations which have signified their willingness to carry out the secretariat functions under this Convention.

Article 25. Subsidiary Body on Scientific, Technical and Technological Advice

1. A subsidiary body for the provision of scientific, technical and technological advice is hereby established to provide the Conference of the Parties and, as appropriate, its other subsidiary bodies with timely advice relating to the implementation of this Convention. This body shall be open to participation by all Parties and shall be multidisciplinary. It shall comprise government representatives competent in the relevant field of expertise. It shall report regularly to the Conference of the Parties on all aspects of its work.

2. Under the authority of and in accordance with guidelines laid down by the Conference of the Parties, and upon its request, this body shall:

(a) Provide scientific and technical assessments of the status of biological diversity;

(b) Prepare scientific and technical assessments of the effects of types of measures taken in accordance with the provisions of this Convention;

(c) Identify innovative, efficient and state-of-the-art technologies and know-how relating to the conservation and sustainable use of biological diversity and advise on the ways and means of promoting development and/or transferring such technologies;

(d) Provide advice on scientific programmes and international cooperation in research and development related to conservation and sustainable use of biological diversity; and

(e) Respond to scientific, technical, technological and methodological questions that the Conference of the Parties and its subsidiary bodies may put to the body.

3. The functions, terms of reference, organization and operation of this body may be further elaborated by the Conference of the Parties.

Article 26. Reports

Each Contracting Party shall, at intervals to be determined by the Conference of the Parties, present to the Conference of the Parties, reports on measures which it has taken for the implementation of the provisions of this Convention and their effectiveness in meeting the objectives of this Convention.

Article 27. Settlement of Disputes

1. In the event of a dispute between Contracting Parties concerning the interpretation or application of this Convention, the parties concerned shall seek solution by negotiation.

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.

3. When ratifying, accepting, approving or acceding to this Convention, or at any time thereafter, a State or regional economic integration organization may declare in writing to the Depositary that for a dispute not resolved in accordance with paragraph 1 or paragraph 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 I of Annex II;

(b) Submission of the dispute to the International Court of Justice.

4. If the parties to the dispute have not, in accordance with paragraph 3 above, accepted the same or any procedure, the dispute shall be submitted to conciliation in accordance with Part 2 of Annex II unless the parties otherwise agree.

5. The provisions of this Article shall apply with respect to any protocol except as otherwise provided in the protocol concerned.

Article 28. Adoption of Protocols

1. The Contracting Parties shall cooperate in the formulation and adoption of protocols to this Convention.

2. Protocols shall be adopted at a meeting of the Conference of the Parties.

3. The text of any proposed protocol shall be communicated to the Contracting Parties by the Secretariat at least six months before such a meeting.

Article 29. Amendment of the Convention or Protocols

1. Amendments to this Convention may be proposed by any Contracting Party. Amendments to any protocol may be proposed by any Party to that protocol.

2. Amendments to this Convention shall be adopted at a meeting of the Conference of the Parties. Amendments to any protocol shall be adopted at a meeting of the Parties to the Protocol in question. The text of any proposed amendment to this Convention or to any protocol, except as may otherwise be provided in such protocol, shall be communicated to the Parties to the instrument in question by the secretariat at least six months before the meeting at which it is proposed for adoption. The secretariat shall also communicate proposed amendments to the signatories to this Convention for information.

3. The Parties shall make every effort to reach agreement on any proposed amendment to this Convention or to any protocol by consensus. If all efforts at consensus have been exhausted, and no agreement reached, the amendment shall as a last resort be adopted by a two-third majority vote of the Parties to the instrument in question present and voting at the meeting, and shall be submitted by the Depositary to all Parties for ratification, acceptance or approval.

4. Ratification, acceptance or approval of amendments shall be notified to the Depositary in writing. Amendments adopted in accordance with paragraph 3 above shall enter into force among Parties having accepted them on the ninetieth day after the deposit of instruments of ratification, acceptance or approval by at least two thirds of the Contracting Parties to this Convention or of the Parties to the protocol concerned, except as may otherwise be provided in such protocol. Thereafter the amendments shall enter into force for any other Party on the ninetieth day after that Party deposits its instrument of ratification, acceptance or approval of the amendments.

5. For the purposes of this Article, "Parties present and voting" means Parties present and casting an affirmative or negative vote.

Article 30. Adoption and Amendment of Annexes

1. The annexes to this Convention or to any protocol shall form an integral part of the Convention or of such protocol, as the case may be, and, unless expressly provided otherwise, a reference to this Convention or its protocols constitutes at the same time a reference to any annexes thereto. Such annexes shall be restricted to procedural, scientific, technical and administrative matters.

2. Except as may be otherwise provided in any protocol with respect to its annexes, the following procedure shall apply to the proposal, adoption and entry into force of additional annexes to this Convention or of annexes to any protocol:

(a) Annexes to this Convention or to any protocol shall be proposed and adopted according to the procedure laid down in Article 29:

(b) Any Party that is unable to approve an additional annex to this Convention or an annex to any protocol to which it is Party shall so notify the Depositary, in writing, within one year from the date of the communication of the adoption by the Depositary. The Depositary shall without delay notify all Parties of any such notification received. A Party may at any time withdraw a previous declaration of objection and the annexes shall thereupon enter into force for that Party subject to subparagraph (c) below:

(c) On the expiry of one year from the date of the communication of the adoption by the Depositary, the annex shall enter into force for all Parties to this Convention or to any protocol concerned which have not submitted a notification in accordance with the provisions of subparagraph (b) above.

3. The proposal, adoption and entry into force of amendments to annexes to this Convention or to any protocol shall be subject to the same procedure as for the proposal, adoption and entry into force of annexes to the Convention or annexes to any protocol.

4. If an additional annex or an amendment to an annex is related to an amendment to this Convention or to any protocol, the additional annex or amendment shall not enter into force until such time as the amendment to the Convention or to the protocol concerned enters into force.

Article 31. Right to Vote

1. Except as provided for in paragraph 2 below, each Contracting Party to this Convention or to any protocol shall have one vote.

2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote with a number of votes equal to the number of their member States which are Contracting Parties to this Convention or the relevant protocol. Such organizations shall not exercise their right to vote if their member States exercise theirs, and vice versa.

Article 32. Relationship between this Convention and Its Protocols

1. A State or a regional economic integration organization may not become a Party to a protocol unless it is, or becomes at the same time, a Contracting Party to this Convention.
2. Decisions under any protocol shall be taken only by the Parties to the protocol concerned. Any Contracting Party that has not ratified, accepted or approved a protocol may participate as an observer in any meeting of the parties to that protocol.

Article 33. Signature

This Convention shall be open for signature at Rio de Janeiro by all States and any regional economic integration organization from 5 June 1992 until 14 June 1992, and at the United Nations Headquarters in New York from 15 June 1992 to 4 June 1993.

Article 34. Ratification, Acceptance or Approval

1. This Convention and any protocol shall be subject to ratification, acceptance or approval by States and by regional economic integration organizations. Instruments of ratification, acceptance or approval shall be deposited with the Depositary.
2. Any organization referred to in paragraph 1 above which becomes a Contracting Party to this Convention or any protocol without any of its member States being a Contracting Party shall be bound by all the obligations under the Convention or the protocol, as the case may be. In the case of such organizations, one or more of whose member States is a Contracting Party to this Convention or relevant protocol, the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under the Convention or protocol, as the case may be. In such cases, the organization and the member States shall not be entitled to exercise rights under the Convention or relevant protocol concurrently.
3. In their instruments of ratification, acceptance or approval, the organizations referred to in paragraph 1 above shall declare the extent of their competence with respect to the matters governed by the Convention or the relevant protocol. These organizations shall also inform the Depositary of any relevant modification in the extent of their competence.

Article 35. Accession

1. This Convention and any protocol shall be open for accession by States and by regional economic integration organizations from the date on which the Convention or the protocol concerned is closed for signature. The instruments of accession shall be deposited with the Depositary.
2. In their instruments of accession, the organizations referred to in paragraph 1 above shall declare the extent of their competence with respect to the matters governed by the Convention or the relevant

protocol. These organizations shall also inform the Depositary of any relevant modification in the extent of their competence.

3. The provisions of Article 34, paragraph 2, shall apply to regional economic integration organizations which accede to this Convention or any protocol.

Article 36. Entry Into Force

1. This Convention shall enter into force on the ninetieth day after the date of deposit of the thirtieth instrument of ratification, acceptance, approval or accession.

2. Any protocol shall enter into force on the ninetieth day after the date of deposit of the number of instruments of ratification, acceptance, approval or accession, specified in that protocol.

3. For each Contracting Party which ratifies, accepts or approves this Convention or accedes thereto after the deposit of the thirtieth instrument of ratification, acceptance, approval or accession, it shall enter into force on the ninetieth day after the date of deposit by such Contracting Party of its instrument of ratification, acceptance, approval or accession.

4. Any protocol, except as otherwise provided in such protocol, shall enter into force for a Contracting Party that ratifies, accepts or approves that protocol or accedes thereto after its entry into force pursuant to paragraph 2 above, on the ninetieth day after the date on which that Contracting Party deposits its instrument of ratification, acceptance, approval or accession, or on the date on which this Convention enters into force for that Contracting Party, whichever shall be the later.

5. For the purposes of paragraphs 1 and 2 above, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.

Article 37. Reservations

No reservations may be made to this Convention.

Article 38. Withdrawals

1. At any time after two years from the date on which this Convention has entered into force for a Contracting Party, that Contracting Party may withdraw from the Convention by giving written notification to the Depositary.

2. Any such withdrawal shall take place upon expiry of one year after the date of its receipt by the Depositary, or on such later date as may be specified in the notification of the withdrawal.

3. Any Contracting Party which withdraws from this Convention shall be considered as also having withdrawn from any protocol to which it is party.

Article 39. Financial Interim Arrangements

Provided that it has been fully restructured in accordance with the requirements of Article 21, the Global Environment Facility of the United Nations Development Programme, the United Nations Environment Programme and the International Bank for Reconstruction and Development shall be the institutional structure referred to in Article 21 on an interim basis, for the period between the entry into force of this Convention and the first meeting of the Conference of the Parties or until the Conference of the Parties decides which institutional structure will be designated in accordance with Article 21.

Article 40. Secretariat Interim Arrangements

The secretariat to be provided by the Executive Director of the United Nations Environment Programme shall be the secretariat referred to in Article 24, paragraph 2, on an interim basis for the period between the entry into force of this Convention and the first meeting of the Conference of the Parties.

Article 41. Depositary

The Secretary-General of the United Nations shall assume the functions of Depositary of this Convention and any protocols.

Article 42. Authentic Texts

The original of this Convention, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Convention.

Done at Rio de Janeiro on this fifth day of June, one thousand nine hundred and ninety-two.

[For the signatures, see p. 254 of this volume.]

Annex I

IDENTIFICATION AND MONITORING

1. Ecosystems and habitats: containing high diversity, large numbers of endemic or threatened species, or wilderness; required by migratory species; of social, economic, cultural or scientific importance; or, which are representative, unique or associated with key evolutionary or other biological processes;

2. Species and communities which are: threatened; wild relatives of domesticated or cultivated species; of medicinal, agricultural or other economic value; or social, scientific or cultural importance; or importance for research into the conservation and sustainable use of biological diversity, such as indicator species; and

3. Described genomes and genes of social, scientific or economic importance.

Annex II

Part I

ARBITRATION

Article 1

The claimant party shall notify the secretariat that the parties are referring a dispute to arbitration pursuant to Article 27. The notification shall state the subject-matter of arbitration and include, in particular, the articles of the Convention or the protocol, the interpretation or application of which are at issue. If the parties 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 secretariat shall forward the information thus received to all Contracting Parties to this Convention or to the protocol concerned.

Article 2

1. In disputes between two parties, 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, nor be employed by any of them, nor have dealt with the case in any other capacity.
2. In disputes between more than two parties, parties in 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 3

1. If the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Secretary-General of the United Nations shall, at the request of a party, designate the President within a further two-month period.
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 Secretary-General who shall make the designation within a further two-month period.

Article 4

The arbitral tribunal shall render its decisions in accordance with the provisions of this Convention, any protocols concerned, and international law.

Article 5

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

Article 6

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

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.

Article 8

The parties 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 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.

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 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 or a failure of a party 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 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 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 parties, parties in the same interest shall appoint their members of the commission jointly by agreement. Where two or more parties 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 are not made within two months of the date of the request to create a conciliation commission, the Secretary-General of the United Nations shall, if asked to do so by the party 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 Secretary-General of the United Nations shall, if asked to do so by a party, 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.

No. 30619. Multilateral

CONVENTION ON BIOLOGICAL DIVERSITY. RIO DE JANEIRO, 5 JUNE 1992¹

CARTAGENA PROTOCOL ON BIOSAFETY TO THE CONVENTION ON BIOLOGICAL DIVERSITY. MONTREAL, 29 JANUARY 2000

Entry into force : 11 September 2003, in accordance with article 37 (2) (see following page)

Authentic texts : Arabic, Chinese, English, French, Russian and Spanish

Registration with the Secretariat of the United Nations : ex officio, 11 September 2003

No. 30619. Multilatéral

CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE. RIO DE JANEIRO, 5 JUIN 1992¹

PROTOCOLE DE CARTAGENA SUR LA PRÉVENTION DES RISQUES BIOTECHNOLOGIQUES RELATIF À LA CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE. MONTRÉAL, 29 JANVIER 2000

Entrée en vigueur : 11 septembre 2003, conformément au paragraphe 2 de l'article 37 (voir la page suivante)

Textes authentiques : arabe, chinois, anglais, français, russe et espagnol

Enregistrement auprès du Secrétariat des Nations Unies : d'office, 11 septembre 2003

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[ENGLISH TEXT — TEXTE ANGLAIS]

CARTAGENA PROTOCOL ON BIOSAFETY TO THE CONVENTION ON BIOLOGICAL DIVERSITY

The Parties to this Protocol,

Being Parties to the Convention on Biological Diversity, hereinafter referred to as "the Convention",

Recalling Article 19, paragraphs 3 and 4, and Articles 8 (g) and 17 of the Convention,

Recalling also decision II/5 of 17 November 1995 of the Conference of the Parties to the Convention to develop a Protocol on biosafety, specifically focusing on transboundary movement of any living modified organism resulting from modern biotechnology that may have adverse effect on the conservation and sustainable use of biological diversity, setting out for consideration, in particular, appropriate procedures for advance informed agreement,

Reaffirming the precautionary approach contained in Principle 15 of the Rio Declaration on Environment and Development,

Aware of the rapid expansion of modern biotechnology and the growing public concern over its potential adverse effects on biological diversity, taking also into account risks to human health,

Recognizing that modern biotechnology has great potential for human well-being if developed and used with adequate safety measures for the environment and human health,

Recognizing also the crucial importance to humankind of centres of origin and centres of genetic diversity,

Taking into account the limited capabilities of many countries, particularly developing countries, to cope with the nature and scale of known and potential risks associated with living modified organisms,

Recognizing that trade and environment agreements should be mutually supportive with a view to achieving sustainable development,

Emphasizing that this Protocol shall not be interpreted as implying a change in the rights and obligations of a Party under any existing international agreements,

Understanding that the above recital is not intended to subordinate this Protocol to other international agreements,

Have agreed as follows:

Article 1. Objective

In accordance with the precautionary approach contained in Principle 15 of the Rio Declaration on Environment and Development, the objective of this Protocol is to contribute to ensuring an adequate level of protection in the field of the safe transfer, handling and use of living modified organisms resulting from modern biotechnology that may have ad-

verse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, and specifically focusing on transboundary movements.

Article 2. General provisions

1. Each Party shall take necessary and appropriate legal, administrative and other measures to implement its obligations under this Protocol.

2. The Parties shall ensure that the development, handling, transport, use, transfer and release of any living modified organisms are undertaken in a manner that prevents or reduces the risks to biological diversity, taking also into account risks to human health.

3. Nothing in this Protocol shall affect in any way the sovereignty of States over their territorial sea established in accordance with international law, and the sovereign rights and the jurisdiction which States have in their exclusive economic zones and their continental shelves in accordance with international law, and the exercise by ships and aircraft of all States of navigational rights and freedoms as provided for in international law and as reflected in relevant international instruments.

4. Nothing in this Protocol shall be interpreted as restricting the right of a Party to take action that is more protective of the conservation and sustainable use of biological diversity than that called for in this Protocol, provided that such action is consistent with the objective and the provisions of this Protocol and is in accordance with that Party's other obligations under international law.

5. The Parties are encouraged to take into account, as appropriate, available expertise, instruments and work undertaken in international forums with competence in the area of risks to human health.

Article 3. Use of terms

For the purposes of this Protocol:

(a) "Conference of the Parties" means the Conference of the Parties to the Convention;

(b) "Contained use" means any operation, undertaken within a facility, installation or other physical structure, which involves living modified organisms that are controlled by specific measures that effectively limit their contact with, and their impact on, the external environment;

(c) "Export" means intentional transboundary movement from one Party to another Party;

(d) "Exporter" means any legal or natural person, under the jurisdiction of the Party of export, who arranges for a living modified organism to be exported;

(e) "Import" means intentional transboundary movement into one Party from another Party;

(f) "Importer" means any legal or natural person, under the jurisdiction of the Party of import, who arranges for a living modified organism to be imported;

(g) "Living modified organism" means any living organism that possesses a novel combination of genetic material obtained through the use of modern biotechnology;

(h) "Living organism" means any biological entity capable of transferring or replicating genetic material, including sterile organisms, viruses and viroids;

(i) "Modern biotechnology" means the application of:

a. In vitro nucleic acid techniques, including recombinant deoxyribonucleic acid (DNA) and direct injection of nucleic acid into cells or organelles, or

b. Fusion of cells beyond the taxonomic family,

that overcome natural physiological reproductive or recombination barriers and that are not techniques used in traditional breeding and selection;

(j) "Regional economic integration organization" means an organization constituted by sovereign States of a given region, to which its member States have transferred competence in respect of matters governed by this Protocol and which has been duly authorized, in accordance with its internal procedures, to sign, ratify, accept, approve or accede to it;

(k) "Transboundary movement" means the movement of a living modified organism from one Party to another Party, save that for the purposes of Articles 17 and 24 transboundary movement extends to movement between Parties and non-Parties.

Article 4. Scope

This Protocol shall apply to the transboundary movement, transit, handling and use of all living modified organisms that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

Article 5. Pharmaceuticals

Notwithstanding Article 4 and without prejudice to any right of a Party to subject all living modified organisms to risk assessment prior to the making of decisions on import, this Protocol shall not apply to the transboundary movement of living modified organisms which are pharmaceuticals for humans that are addressed by other relevant international agreements or organisations.

Article 6. Transit and contained use

1. Notwithstanding Article 4 and without prejudice to any right of a Party of transit to regulate the transport of living modified organisms through its territory and make available to the Biosafety Clearing-House, any decision of that Party, subject to Article 2, paragraph 3, regarding the transit through its territory of a specific living modified organism, the provisions of this Protocol with respect to the advance informed agreement procedure shall not apply to living modified organisms in transit.

2. Notwithstanding Article 4 and without prejudice to any right of a Party to subject all living modified organisms to risk assessment prior to decisions on import and to set standards for contained use within its jurisdiction, the provisions of this Protocol with respect to the advance informed agreement procedure shall not apply to the transboundary movement of living modified organisms destined for contained use undertaken in accordance with the standards of the Party of import.

Article 7. Application of the advance informed agreement procedure

1. Subject to Articles 5 and 6, the advance informed agreement procedure in Articles 8 to 10 and 12 shall apply prior to the first intentional transboundary movement of living modified organisms for intentional introduction into the environment of the Party of import.

2. "Intentional introduction into the environment" in paragraph 1 above, does not refer to living modified organisms intended for direct use as food or feed, or for processing.

3. Article 11 shall apply prior to the first transboundary movement of living modified organisms intended for direct use as food or feed, or for processing.

4. The advance informed agreement procedure shall not apply to the intentional transboundary movement of living modified organisms identified in a decision of the Conference of the Parties serving as the meeting of the Parties to this Protocol as being not likely to have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

Article 8. Notification

1. The Party of export shall notify, or require the exporter to ensure notification to, in writing, the competent national authority of the Party of import prior to the intentional transboundary movement of a living modified organism that falls within the scope of Article 7, paragraph 1.

The notification shall contain, at a minimum, the information specified in Annex I.

2. The Party of export shall ensure that there is a legal requirement for the accuracy of information provided by the exporter.

Article 9. Acknowledgement of receipt of notification

1. The Party of import shall acknowledge receipt of the notification, in writing, to the notifier within ninety days of its receipt.

2. The acknowledgement shall state:

(a) The date of receipt of the notification;

(b) Whether the notification, prima facie, contains the information referred to in Article 8;

(c) Whether to proceed according to the domestic regulatory framework of the Party of import or according to the procedure specified in Article 10.

3. The domestic regulatory framework referred to in paragraph 2 (c) above, shall be consistent with this Protocol.

4. A failure by the Party of import to acknowledge receipt of a notification shall not imply its consent to an intentional transboundary movement.

Article 10. Decision procedure

1. Decisions taken by the Party of import shall be in accordance with Article 15.

2. The Party of import shall, within the period of time referred to in Article 9, inform the notifier, in writing, whether the intentional transboundary movement may proceed:

(a) Only after the Party of import has given its written consent; or

(b) After no less than ninety days without a subsequent written consent.

3. Within two hundred and seventy days of the date of receipt of notification, the Party of import shall communicate, in writing, to the notifier and to the Biosafety Clearing-House the decision referred to in paragraph 2 (a) above:

(a) Approving the import, with or without conditions, including how the decision will apply to subsequent imports of the same living modified organism;

(b) Prohibiting the import;

(c) Requesting additional relevant information in accordance with its domestic regulatory framework or Annex I; in calculating the time within which the Party of import is to respond, the number of days it has to wait for additional relevant information shall not be taken into account; or

(d) Informing the notifier that the period specified in this paragraph is extended by a defined period of time.

4. Except in a case in which consent is unconditional, a decision under paragraph 3 above, shall set out the reasons on which it is based.

5. A failure by the Party of import to communicate its decision within two hundred and seventy days of the date of receipt of the notification shall not imply its consent to an intentional transboundary movement.

6. Lack of scientific certainty due to insufficient relevant scientific information and knowledge regarding the extent of the potential adverse effects of a living modified organism on the conservation and sustainable use of biological diversity in the Party of import, taking also into account risks to human health, shall not prevent that Party from taking a decision, as appropriate, with regard to the import of the living modified organism in question as referred to in paragraph 3 above, in order to avoid or minimize such potential adverse effects.

7. The Conference of the Parties serving as the meeting of the Parties shall, at its first meeting, decide upon appropriate procedures and mechanisms to facilitate decision-making by Parties of import.

Article 11. Procedure for living modified organisms intended for direct use as food or feed, or for processing

1. A Party that makes a final decision regarding domestic use, including placing on the market, of a living modified organism that may be subject to transboundary movement for direct use as food or feed, or for processing shall, within fifteen days of making that decision, inform the Parties through the Biosafety Clearing-House. This information shall con-

tain, at a minimum, the information specified in Annex II. The Party shall provide a copy of the information, in writing, to the national focal point of each Party that informs the Secretariat in advance that it does not have access to the Biosafety Clearing-House. This provision shall not apply to decisions regarding field trials.

2. The Party making a decision under paragraph 1 above, shall ensure that there is a legal requirement for the accuracy of information provided by the applicant.

3. Any Party may request additional information from the authority identified in paragraph (b) of Annex II.

4. A Party may take a decision on the import of living modified organisms intended for direct use as food or feed, or for processing, under its domestic regulatory framework that is consistent with the objective of this Protocol.

5. Each Party shall make available to the Biosafety Clearing-House copies of any national laws, regulations and guidelines applicable to the import of living modified organisms intended for direct use as food or feed, or for processing, if available.

6. A developing country Party or a Party with an economy in transition may, in the absence of the domestic regulatory framework referred to in paragraph 4 above, and in exercise of its domestic jurisdiction, declare through the Biosafety Clearing-House that its decision prior to the first import of a living modified organism intended for direct use as food or feed, or for processing, on which information has been provided under paragraph 1 above, will be taken according to the following:

(a) A risk assessment undertaken in accordance with Annex III; and

(b) A decision made within a predictable timeframe, not exceeding two hundred and seventy days.

7. Failure by a Party to communicate its decision according to paragraph 6 above, shall not imply its consent or refusal to the import of a living modified organism intended for direct use as food or feed, or for processing, unless otherwise specified by the Party.

8. Lack of scientific certainty due to insufficient relevant scientific information and knowledge regarding the extent of the potential adverse effects of a living modified organism on the conservation and sustainable use of biological diversity in the Party of import, taking also into account risks to human health, shall not prevent that Party from taking a decision, as appropriate, with regard to the import of that living modified organism intended for direct use as food or feed, or for processing, in order to avoid or minimize such potential adverse effects.

9. A Party may indicate its needs for financial and technical assistance and capacity-building with respect to living modified organisms intended for direct use as food or feed, or for processing.

Parties shall cooperate to meet these needs in accordance with Articles 22 and 28.

Article 12. Review of decisions

1. A Party of import may, at any time, in light of new scientific information on potential adverse effects on the conservation and sustainable use of biological diversity, taking also into account the risks to human health, review and change a decision regarding an in-

tentional transboundary movement. In such case, the Party shall, within thirty days, inform any notifier that has previously notified movements of the living modified organism referred to in such decision, as well as the Biosafety Clearing-House, and shall set out the reasons for its decision.

2. A Party of export or a notifier may request the Party of import to review a decision it has made in respect of it under Article 10 where the Party of export or the notifier considers that:

(a) A change in circumstances has occurred that may influence the outcome of the risk assessment upon which the decision was based; or

(b) Additional relevant scientific or technical information has become available.

3. The Party of import shall respond in writing to such a request within ninety days and set out the reasons for its decision.

4. The Party of import may, at its discretion, require a risk assessment for subsequent imports.

Article 13. Simplified procedure

1. A Party of import may, provided that adequate measures are applied to ensure the safe intentional transboundary movement of living modified organisms in accordance with the objective of this Protocol, specify in advance to the Biosafety Clearing-House:

(a) Cases in which intentional transboundary movement to it may take place at the same time as the movement is notified to the Party of import; and

(b) Imports of living modified organisms to it to be exempted from the advance informed agreement procedure.

Notifications under subparagraph (a) above, may apply to subsequent similar movements to the same Party.

2. The information relating to an intentional transboundary movement that is to be provided in the notifications referred to in paragraph 1 (a) above, shall be the information specified in Annex I.

Article 14. Bilateral, regional and multilateral agreements and arrangements

1. Parties may enter into bilateral, regional and multilateral agreements and arrangements regarding intentional transboundary movements of living modified organisms, consistent with the objective of this Protocol and provided that such agreements and arrangements do not result in a lower level of protection than that provided for by the Protocol.

2. The Parties shall inform each other, through the Biosafety Clearing-House, of any such bilateral, regional and multilateral agreements and arrangements that they have entered into before or after the date of entry into force of this Protocol.

3. The provisions of this Protocol shall not affect intentional transboundary movements that take place pursuant to such agreements and arrangements as between the parties to those agreements or arrangements.

4. Any Party may determine that its domestic regulations shall apply with respect to specific imports to it and shall notify the Biosafety Clearing-House of its decision.

Article 15. Risk assessment

1. Risk assessments undertaken pursuant to this Protocol shall be carried out in a scientifically sound manner, in accordance with Annex III and taking into account recognized risk assessment techniques. Such risk assessments shall be based, at a minimum, on information provided in accordance with Article 8 and other available scientific evidence in order to identify and evaluate the possible adverse effects of living modified organisms on the conservation and sustainable use of biological diversity, taking also into account risks to human health.

2. The Party of import shall ensure that risk assessments are carried out for decisions taken under Article 10. It may require the exporter to carry out the risk assessment.

3. The cost of risk assessment shall be borne by the notifier if the Party of import so requires.

Article 16. Risk management

1. The Parties shall, taking into account Article 8 (g) of the Convention, establish and maintain appropriate mechanisms, measures and strategies to regulate, manage and control risks identified in the risk assessment provisions of this Protocol associated with the use, handling and transboundary movement of living modified organisms.

2. Measures based on risk assessment shall be imposed to the extent necessary to prevent adverse effects of the living modified organism on the conservation and sustainable use of biological diversity, taking also into account risks to human health, within the territory of the Party of import.

3. Each Party shall take appropriate measures to prevent unintentional transboundary movements of living modified organisms, including such measures as requiring a risk assessment to be carried out prior to the first release of a living modified organism.

4. Without prejudice to paragraph 2 above, each Party shall endeavour to ensure that any living modified organism, whether imported or locally developed, has undergone an appropriate period of observation that is commensurate with its life-cycle or generation time before it is put to its intended use.

5. Parties shall cooperate with a view to:

(a) Identifying living modified organisms or specific traits of living modified organisms that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health; and

(b) Taking appropriate measures regarding the treatment of such living modified organisms or specific traits.

Article 17. Unintentional transboundary movements and emergency measures

1. Each Party shall take appropriate measures to notify affected or potentially affected States, the Biosafety Clearing-House and, where appropriate, relevant international organizations, when it knows of an occurrence under its jurisdiction resulting in a release that leads, or may lead, to an unintentional transboundary movement of a living modified organism that is likely to have significant adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health in such States. The notification shall be provided as soon as the Party knows of the above situation.

2. Each Party shall, no later than the date of entry into force of this Protocol for it, make available to the Biosafety Clearing-House the relevant details setting out its point of contact for the purposes of receiving notifications under this Article.

3. Any notification arising from paragraph 1 above, should include:

(a) Available relevant information on the estimated quantities and relevant characteristics and/or traits of the living modified organism;

(b) Information on the circumstances and estimated date of the release, and on the use of the living modified organism in the originating Party;

(c) Any available information about the possible adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, as well as available information about possible risk management measures;

(d) Any other relevant information; and

(e) A point of contact for further information.

4. In order to minimize any significant adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, each Party, under whose jurisdiction the release of the living modified organism referred to in paragraph 1 above, occurs, shall immediately consult the affected or potentially affected States to enable them to determine appropriate responses and initiate necessary action, including emergency measures.

Article 18. Handling, transport, packaging and identification

1. In order to avoid adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, each Party shall take necessary measures to require that living modified organisms that are subject to intentional transboundary movement within the scope of this Protocol are handled, packaged and transported under conditions of safety, taking into consideration relevant international rules and standards.

2. Each Party shall take measures to require that documentation accompanying:

(a) Living modified organisms that are intended for direct use as food or feed, or for processing, clearly identifies that they "may contain" living modified organisms and are not intended for intentional introduction into the environment, as well as a contact point for further information.

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall take a decision on the detailed requirements for this purpose, including specification of their identity and any unique identification, no later than two years after the date of entry into force of this Protocol;

(b) Living modified organisms that are destined for contained use clearly identifies them as living modified organisms; and specifies any requirements for the safe handling, storage, transport and use, the contact point for further information, including the name and address of the individual and institution to whom the living modified organisms are consigned; and

(c) Living modified organisms that are intended for intentional introduction into the environment of the Party of import and any other living modified organisms within the scope of the Protocol, clearly identifies them as living modified organisms; specifies the identity and relevant traits and/or characteristics, any requirements for the safe handling, storage, transport and use, the contact point for further information and, as appropriate, the name and address of the importer and exporter; and contains a declaration that the movement is in conformity with the requirements of this Protocol applicable to the exporter.

3. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall consider the need for and modalities of developing standards with regard to identification, handling, packaging and transport practices, in consultation with other relevant international bodies.

Article 19. Competent national authorities and national focal points

1. Each Party shall designate one national focal point to be responsible on its behalf for liaison with the Secretariat. Each Party shall also designate one or more competent national authorities, which shall be responsible for performing the administrative functions required by this Protocol and which shall be authorized to act on its behalf with respect to those functions. A Party may designate a single entity to fulfil the functions of both focal point and competent national authority.

2. Each Party shall, no later than the date of entry into force of this Protocol for it, notify the Secretariat of the names and addresses of its focal point and its competent national authority or authorities. Where a Party designates more than one competent national authority, it shall convey to the Secretariat, with its notification thereof, relevant information on the respective responsibilities of those authorities. Where applicable, such information shall, at a minimum, specify which competent authority is responsible for which type of living modified organism.

Each Party shall forthwith notify the Secretariat of any changes in the designation of its national focal point or in the name and address or responsibilities of its competent national authority or authorities.

3. The Secretariat shall forthwith inform the Parties of the notifications it receives under paragraph 2 above, and shall also make such information available through the Biosafety Clearing-House.

Article 20. Information sharing and the biosafety clearing-house

1. A Biosafety Clearing-House is hereby established as part of the clearing-house mechanism under Article 18, paragraph 3, of the Convention, in order to:

(a) Facilitate the exchange of scientific, technical, environmental and legal information, and experience with, living modified organisms; and

(b) Assist Parties to implement the Protocol, taking into account the special needs of developing country Parties, in particular the least developed and small island developing States among them, and countries with economies in transition as well as countries that are centres of origin and centres of genetic diversity.

2. The Biosafety Clearing-House shall serve as a means through which information is made available for the purposes of paragraph 1 above. It shall provide access to information made available by the Parties relevant to the implementation of the Protocol. It shall also provide access, where possible, to other international biosafety information exchange mechanisms.

3. Without prejudice to the protection of confidential information, each Party shall make available to the Biosafety Clearing-House any information required to be made available to the Biosafety Clearing-House under this Protocol, and:

(a) Any existing laws, regulations and guidelines for implementation of the Protocol, as well as information required by the Parties for the advance informed agreement procedure;

(b) Any bilateral, regional and multilateral agreements and arrangements;

(c) Summaries of its risk assessments or environmental reviews of living modified organisms generated by its regulatory process, and carried out in accordance with Article 15, including, where appropriate, relevant information regarding products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology;

(d) Its final decisions regarding the importation or release of living modified organisms; and

(e) Reports submitted by it pursuant to Article 33, including those on implementation of the advance informed agreement procedure.

4. The modalities of the operation of the Biosafety Clearing-House, including reports on its activities, shall be considered and decided upon by the Conference of the Parties serving as the meeting of the Parties to this Protocol at its first meeting, and kept under review thereafter.

Article 21. Confidential information

1. The Party of import shall permit the notifier to identify information submitted under the procedures of this Protocol or required by the Party of import as part of the advance informed agreement procedure of the Protocol that is to be treated as confidential. Justification shall be given in such cases upon request.

2. The Party of import shall consult the notifier if it decides that information identified by the notifier as confidential does not qualify for such treatment and shall, prior to any disclosure, inform the notifier of its decision, providing reasons on request, as well as an opportunity for consultation and for an internal review of the decision prior to disclosure.

3. Each Party shall protect confidential information received under this Protocol, including any confidential information received in the context of the advance informed agreement procedure of the Protocol. Each Party shall ensure that it has procedures to protect such information and shall protect the confidentiality of such information in a manner no less favourable than its treatment of confidential information in connection with domestically produced living modified organisms.

4. The Party of import shall not use such information for a commercial purpose, except with the written consent of the notifier.

5. If a notifier withdraws or has withdrawn a notification, the Party of import shall respect the confidentiality of commercial and industrial information, including research and development information as well as information on which the Party and the notifier disagree as to its confidentiality.

6. Without prejudice to paragraph 5 above, the following information shall not be considered confidential:

- (a) The name and address of the notifier;
- (b) A general description of the living modified organism or organisms;
- (c) A summary of the risk assessment of the effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health; and
- (d) Any methods and plans for emergency response.

Article 22. Capacity-building

1. The Parties shall cooperate in the development and/or strengthening of human resources and institutional capacities in biosafety, including biotechnology to the extent that it is required for biosafety, for the purpose of the effective implementation of this Protocol, in developing country Parties, in particular the least developed and small island developing States among them, and in Parties with economies in transition, including through existing global, regional, subregional and national institutions and organizations and, as appropriate, through facilitating private sector involvement.

2. For the purposes of implementing paragraph 1 above, in relation to cooperation, the needs of developing country Parties, in particular the least developed and small island developing States among them, for financial resources and access to and transfer of technology and know-how in accordance with the relevant provisions of the Convention, shall be taken fully into account for capacity-building in biosafety. Cooperation in capacity-building shall, subject to the different situation, capabilities and requirements of each Party, include scientific and technical training in the proper and safe management of biotechnology, and in the use of risk assessment and risk management for biosafety, and the enhancement of technological and institutional capacities in biosafety. The needs of Parties with econo-

mies in transition shall also be taken fully into account for such capacity-building in biosafety.

Article 23. Public awareness and participation

1. The Parties shall:

(a) Promote and facilitate public awareness, education and participation concerning the safe transfer, handling and use of living modified organisms in relation to the conservation and sustainable use of biological diversity, taking also into account risks to human health. In doing so, the Parties shall cooperate, as appropriate, with other States and international bodies;

(b) Endeavour to ensure that public awareness and education encompass access to information on living modified organisms identified in accordance with this Protocol that may be imported.

2. The Parties shall, in accordance with their respective laws and regulations, consult the public in the decision-making process regarding living modified organisms and shall make the results of such decisions available to the public, while respecting confidential information in accordance with Article 21.

3. Each Party shall endeavour to inform its public about the means of public access to the Biosafety Clearing-House.

Article 24. Non-parties

1. Transboundary movements of living modified organisms between Parties and non-Parties shall be consistent with the objective of this Protocol. The Parties may enter into bilateral, regional and multilateral agreements and arrangements with non-Parties regarding such transboundary movements.

2. The Parties shall encourage non-Parties to adhere to this Protocol and to contribute appropriate information to the Biosafety Clearing-House on living modified organisms released in, or moved into or out of, areas within their national jurisdictions.

Article 25. Illegal transboundary movements

1. Each Party shall adopt appropriate domestic measures aimed at preventing and, if appropriate, penalizing transboundary movements of living modified organisms carried out in contravention of its domestic measures to implement this Protocol. Such movements shall be deemed illegal transboundary movements.

2. In the case of an illegal transboundary movement, the affected Party may request the Party of origin to dispose, at its own expense, of the living modified organism in question by repatriation or destruction, as appropriate.

3. Each Party shall make available to the Biosafety Clearing-House information concerning cases of illegal transboundary movements pertaining to it.

Article 26. Socio-economic considerations

1. The Parties, in reaching a decision on import under this Protocol or under its domestic measures implementing the Protocol, may take into account, consistent with their international obligations, socio-economic considerations arising from the impact of living modified organisms on the conservation and sustainable use of biological diversity, especially with regard to the value of biological diversity to indigenous and local communities.

2. The Parties are encouraged to cooperate on research and information exchange on any socio-economic impacts of living modified organisms, especially on indigenous and local communities.

Article 27. Liability and redress

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall, at its first meeting, adopt a process with respect to the appropriate elaboration of international rules and procedures in the field of liability and redress for damage resulting from transboundary movements of living modified organisms, analysing and taking due account of the ongoing processes in international law on these matters, and shall endeavour to complete this process within four years.

Article 28. Financial mechanism and resources

1. In considering financial resources for the implementation of this Protocol, the Parties shall take into account the provisions of Article 20 of the Convention.

2. The financial mechanism established in Article 21 of the Convention shall, through the institutional structure entrusted with its operation, be the financial mechanism for this Protocol.

3. Regarding the capacity-building referred to in Article 22 of this Protocol, the Conference of the Parties serving as the meeting of the Parties to this Protocol, in providing guidance with respect to the financial mechanism referred to in paragraph 2 above, for consideration by the Conference of the Parties, shall take into account the need for financial resources by developing country Parties, in particular the least developed and the small island developing States among them.

4. In the context of paragraph 1 above, the Parties shall also take into account the needs of the developing country Parties, in particular the least developed and the small island developing States among them, and of the Parties with economies in transition, in their efforts to identify and implement their capacity-building requirements for the purposes of the implementation of this Protocol.

5. The guidance to the financial mechanism of the Convention in relevant decisions of the Conference of the Parties, including those agreed before the adoption of this Protocol, shall apply, *mutatis mutandis*, to the provisions of this Article.

6. The developed country Parties may also provide, and the developing country Parties and the Parties with economies in transition avail themselves of, financial and technologi-

cal resources for the implementation of the provisions of this Protocol through bilateral, regional and multilateral channels.

Article 29. Conference of the parties serving as the meeting of the parties to this protocol

1. The Conference of the Parties shall serve as the meeting of the Parties to this Protocol.

2. Parties to the Convention that are not Parties to this Protocol may participate as observers in the proceedings of any meeting of the Conference of the Parties serving as the meeting of the Parties to this Protocol. When the Conference of the Parties serves as the meeting of the Parties to this Protocol, decisions under this Protocol shall be taken only by those that are Parties to it.

3. When the Conference of the Parties serves as the meeting of the Parties to this Protocol, any member of the bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Protocol, shall be substituted by a member to be elected by and from among the Parties to this Protocol.

4. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall keep under regular review the implementation of this Protocol and shall make, within its mandate, the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Protocol and shall:

(a) Make recommendations on any matters necessary for the implementation of this Protocol;

(b) Establish such subsidiary bodies as are deemed necessary for the implementation of this Protocol;

(c) Seek and utilize, where appropriate, the services and cooperation of, and information provided by, competent international organizations and intergovernmental and non-governmental bodies;

(d) Establish the form and the intervals for transmitting the information to be submitted in accordance with Article 33 of this Protocol and consider such information as well as reports submitted by any subsidiary body;

(e) Consider and adopt, as required, amendments to this Protocol and its annexes, as well as any additional annexes to this Protocol, that are deemed necessary for the implementation of this Protocol; and

(f) Exercise such other functions as may be required for the implementation of this Protocol.

5. The rules of procedure of the Conference of the Parties and financial rules of the Convention shall be applied, *mutatis mutandis*, under this Protocol, except as may be otherwise decided by consensus by the Conference of the Parties serving as the meeting of the Parties to this Protocol.

6. The first meeting of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be convened by the Secretariat in conjunction with the first meeting of the Conference of the Parties that is scheduled after the date of the entry into force of this Protocol.

Subsequent ordinary meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be held in conjunction with ordinary meetings of the Conference of the Parties, unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Protocol.

7. Extraordinary meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol shall be held at such other times as may be deemed necessary by the Conference of the Parties serving as the meeting of the Parties to this Protocol, or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the Secretariat, it is supported by at least one third of the Parties.

8. The United Nations, its specialized agencies and the International Atomic Energy Agency, as well as any State member thereof or observers thereto not party to the Convention, may be represented as observers at meetings of the Conference of the Parties serving as the meeting of the Parties to this Protocol. Any body or agency, whether national or international, governmental or non-governmental, that is qualified in matters covered by this Protocol and that has informed the Secretariat of its wish to be represented at a meeting of the Conference of the Parties serving as a meeting of the Parties to this Protocol as an observer, may be so admitted, unless at least one third of the Parties present object. Except as otherwise provided in this Article, the admission and participation of observers shall be subject to the rules of procedure, as referred to in paragraph 5 above.

Article 30. Subsidiary bodies

1. Any subsidiary body established by or under the Convention may, upon a decision by the Conference of the Parties serving as the meeting of the Parties to this Protocol, serve the Protocol, in which case the meeting of the Parties shall specify which functions that body shall exercise.

2. Parties to the Convention that are not Parties to this Protocol may participate as observers in the proceedings of any meeting of any such subsidiary bodies. When a subsidiary body of the Convention serves as a subsidiary body to this Protocol, decisions under the Protocol shall be taken only by the Parties to the Protocol.

3. When a subsidiary body of the Convention exercises its functions with regard to matters concerning this Protocol, any member of the bureau of that subsidiary body representing a Party to the Convention but, at that time, not a Party to the Protocol, shall be substituted by a member to be elected by and from among the Parties to the Protocol.

Article 31. Secretariat

1. The Secretariat established by Article 24 of the Convention shall serve as the secretariat to this Protocol.

2. Article 24, paragraph 1, of the Convention on the functions of the Secretariat shall apply, *mutatis mutandis*, to this Protocol.

3. To the extent that they are distinct, the costs of the secretariat services for this Protocol shall be met by the Parties hereto. The Conference of the Parties serving as the meet-

ing of the Parties to this Protocol shall, at its first meeting, decide on the necessary budgetary arrangements to this end.

Article 32. Relationship with the convention

Except as otherwise provided in this Protocol, the provisions of the Convention relating to its protocols shall apply to this Protocol.

Article 33. Monitoring and reporting

Each Party shall monitor the implementation of its obligations under this Protocol, and shall, at intervals to be determined by the Conference of the Parties serving as the meeting of the Parties to this Protocol, report to the Conference of the Parties serving as the meeting of the Parties to this Protocol on measures that it has taken to implement the Protocol.

Article 34. Compliance

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall, at its first meeting, consider and approve cooperative procedures and institutional mechanisms to promote compliance with the provisions of this Protocol and to address cases of non-compliance.

These procedures and mechanisms shall include provisions to offer advice or assistance, where appropriate. They shall be separate from, and without prejudice to, the dispute settlement procedures and mechanisms established by Article 27 of the Convention.

Article 35. Assessment and review

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall undertake, five years after the entry into force of this Protocol and at least every five years thereafter, an evaluation of the effectiveness of the Protocol, including an assessment of its procedures and annexes.

Article 36. Signature

This Protocol shall be open for signature at the United Nations Office at Nairobi by States and regional economic integration organizations from 15 to 26 May 2000, and at United Nations Headquarters in New York from 5 June 2000 to 4 June 2001.

Article 37. Entry into force

1. This Protocol shall enter into force on the ninetieth day after the date of deposit of the fiftieth instrument of ratification, acceptance, approval or accession by States or regional economic integration organizations that are Parties to the Convention.

2. This Protocol shall enter into force for a State or regional economic integration organization that ratifies, accepts or approves this Protocol or accedes thereto after its entry

into force pursuant to paragraph 1 above, on the ninetieth day after the date on which that State or regional economic integration organization deposits its instrument of ratification, acceptance, approval or accession, or on the date on which the Convention enters into force for that State or regional economic integration organization, whichever shall be the later.

3. For the purposes of paragraphs 1 and 2 above, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.

Article 38. Reservations

No reservations may be made to this Protocol.

Article 39. Withdrawal

1. At any time after two years from the date on which this Protocol has entered into force for a Party, that Party may withdraw from the Protocol by giving written notification to the Depositary.

2. Any such withdrawal shall take place upon expiry of one year after the date of its receipt by the Depositary, or on such later date as may be specified in the notification of the withdrawal.

Article 40. Authentic texts

The original of this Protocol, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

In witness whereof the undersigned, being duly authorized to that effect, have signed this Protocol.

Done at Montreal on this twenty-ninth day of January, two thousand.

ANNEX I

INFORMATION REQUIRED IN NOTIFICATIONS UNDER ARTICLES 8, 10 AND 13

- (a) Name, address and contact details of the exporter.
- (b) Name, address and contact details of the importer.
- (c) Name and identity of the living modified organism, as well as the domestic classification, if any, of the biosafety level of the living modified organism in the State of export.
- (d) Intended date or dates of the transboundary movement, if known.
- (e) Taxonomic status, common name, point of collection or acquisition, and characteristics of recipient organism or parental organisms related to biosafety.
- (f) Centres of origin and centres of genetic diversity, if known, of the recipient organism and/or the parental organisms and a description of the habitats where the organisms may persist or proliferate.
- (g) Taxonomic status, common name, point of collection or acquisition, and characteristics of the donor organism or organisms related to biosafety.
- (h) Description of the nucleic acid or the modification introduced, the technique used, and the resulting characteristics of the living modified organism.
- (i) Intended use of the living modified organism or products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology.
- (j) Quantity or volume of the living modified organism to be transferred.
- (k) A previous and existing risk assessment report consistent with Annex III.
- (l) Suggested methods for the safe handling, storage, transport and use, including packaging, labelling, documentation, disposal and contingency procedures, where appropriate.
- (m) Regulatory status of the living modified organism within the State of export (for example, whether it is prohibited in the State of export, whether there are other restrictions, or whether it has been approved for general release) and, if the living modified organism is banned in the State of export, the reason or reasons for the ban.
- (n) Result and purpose of any notification by the exporter to other States regarding the living modified organism to be transferred.
- (o) A declaration that the above-mentioned information is factually correct.

ANNEX II

INFORMATION REQUIRED CONCERNING LIVING MODIFIED ORGANISMS INTENDED FOR DIRECT USE AS FOOD OR FEED, OR FOR PROCESSING UNDER ARTICLE I I

- (a) The name and contact details of the applicant for a decision for domestic use.
- (b) The name and contact details of the authority responsible for the decision.
- (c) Name and identity of the living modified organism.
- (d) Description of the gene modification, the technique used, and the resulting characteristics of the living modified organism.
- (e) Any unique identification of the living modified organism.
- (f) Taxonomic status, common name, point of collection or acquisition, and characteristics of recipient organism or parental organisms related to biosafety.
- (g) Centres of origin and centres of genetic diversity, if known, of the recipient organism and/or the parental organisms and a description of the habitats where the organisms may persist or proliferate.
- (h) Taxonomic status, common name, point of collection or acquisition, and characteristics of the donor organism or organisms related to biosafety.
- (i) Approved uses of the living modified organism.
- (j) A risk assessment report consistent with Annex III.
- (k) Suggested methods for the safe handling, storage, transport and use, including packaging, labelling, documentation, disposal and contingency procedures, where appropriate.

ANNEX III

RISK ASSESSMENT

Objective

1. The objective of risk assessment, under this Protocol, is to identify and evaluate the potential adverse effects of living modified organisms on the conservation and sustainable use of biological diversity in the likely potential receiving environment, taking also into account risks to human health.

Use of risk assessment

2. Risk assessment is, inter alia, used by competent authorities to make informed decisions regarding living modified organisms.

General principles

3. Risk assessment should be carried out in a scientifically sound and transparent manner, and can take into account expert advice of, and guidelines developed by, relevant international organizations.

4. Lack of scientific knowledge or scientific consensus should not necessarily be interpreted as indicating a particular level of risk, an absence of risk, or an acceptable risk.

5. Risks associated with living modified organisms or products thereof, namely, processed materials that are of living modified organism origin, containing detectable novel combinations of replicable genetic material obtained through the use of modern biotechnology, should be considered in the context of the risks posed by the non-modified recipients or parental organisms in the likely potential receiving environment.

6. Risk assessment should be carried out on a case-by-case basis. The required information may vary in nature and level of detail from case to case, depending on the living modified organism concerned, its intended use and the likely potential receiving environment.

Methodology

7. The process of risk assessment may on the one hand give rise to a need for further information about specific subjects, which may be identified and requested during the assessment process, while on the other hand information on other subjects may not be relevant in some instances.

8. To fulfil its objective, risk assessment entails, as appropriate, the following steps:

(a) An identification of any novel genotypic and phenotypic characteristics associated with the living modified organism that may have adverse effects on biological diversity in the likely potential receiving environment, taking also into account risks to human health;

(b) An evaluation of the likelihood of these adverse effects being realized, taking into account the level and kind of exposure of the likely potential receiving environment to the living modified organism;

(c) An evaluation of the consequences should these adverse effects be realized;

(d) An estimation of the overall risk posed by the living modified organism based on the evaluation of the likelihood and consequences of the identified adverse effects being realized;

(e) A recommendation as to whether or not the risks are acceptable or manageable, including, where necessary, identification of strategies to manage these risks; and

(f) Where there is uncertainty regarding the level of risk, it may be addressed by requesting further information on the specific issues of concern or by implementing appropriate risk management strategies and/or monitoring the living modified organism in the receiving environment.

Points to consider

9. Depending on the case, risk assessment takes into account the relevant technical and scientific details regarding the characteristics of the following subjects:

(a) Recipient organism or parental organisms. The biological characteristics of the recipient organism or parental organisms, including information on taxonomic status, common name, origin, centres of origin and centres of genetic diversity, if known, and a description of the habitat where the organisms may persist or proliferate;

(b) Donor organism or organisms. Taxonomic status and common name, source, and the relevant biological characteristics of the donor organisms;

(c) Vector. Characteristics of the vector, including its identity, if any, and its source or origin, and its host range;

(d) Insert or inserts and/or characteristics of modification. Genetic characteristics of the inserted nucleic acid and the function it specifies, and/or characteristics of the modification introduced;

(e) Living modified organism. Identity of the living modified organism, and the differences between the biological characteristics of the living modified organism and those of the recipient organism or parental organisms;

(f) Detection and identification of the living modified organism. Suggested detection and identification methods and their specificity, sensitivity and reliability;

(g) Information relating to the intended use. Information relating to the intended use of the living modified organism, including new or changed use compared to the recipient organism or parental organisms; and

(h) Receiving environment. Information on the location, geographical, climatic and ecological characteristics, including relevant information on biological diversity and centres of origin of the likely potential receiving environment.

No. 30619. Multilateral

CONVENTION ON BIOLOGICAL DIVERSITY. RIO DE JANEIRO, 5 JUNE 1992 [*United Nations, Treaty Series, vol. 1760, I-30619.*]

NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY. NAGOYA, 29 OCTOBER 2010

Entry into force: 12 October 2014, in accordance with article 33

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N° 30619. Multilatéral

CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE. RIO DE JANEIRO, 5 JUIN 1992 [*Nations Unies, Recueil des Traités, vol. 1760, I-30619.*]

PROTOCOLE DE NAGOYA SUR L'ACCÈS AUX RESSOURCES GÉNÉTIQUES ET LE PARTAGE JUSTE ET ÉQUITABLE DES AVANTAGES DÉCOULANT DE LEUR UTILISATION RELATIF À LA CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE. NAGOYA, 29 OCTOBRE 2010

Entrée en vigueur : 12 octobre 2014, conformément à l'article 33

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[ENGLISH TEXT – TEXTE ANGLAIS]

PROTOCOL AMENDING THE AGREEMENT ON GOVERNMENT PROCUREMENT

The Parties to the *Agreement on Government Procurement*, done at Marrakesh on 15 April 1994, (hereinafter referred to as "the 1994 Agreement"),

Having undertaken further negotiations pursuant to Article XXIV:7(b) and (c) of the 1994 Agreement;

Hereby *agree* as follows:

1. The Preamble, Articles I through XXIV, and Appendices to the 1994 Agreement shall be deleted and replaced by the provisions as set forth in the Annex hereto.
2. This Protocol shall be open for acceptance by the Parties to the 1994 Agreement.
3. This Protocol shall enter into force for those Parties to the 1994 Agreement that have deposited their respective instruments of acceptance of this Protocol, on the 30th day following such deposit by two thirds of the Parties to the 1994 Agreement. Thereafter this Protocol shall enter into force for each Party to the 1994 Agreement which has deposited its instrument of acceptance of this Protocol, on the 30th day following the date of such deposit.
4. This Protocol shall be deposited with the Director-General of the WTO, who shall promptly furnish to each Party to the 1994 Agreement a certified true copy of this Protocol, and a notification of each acceptance thereof.
5. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

Done at Geneva this 30th day of March two thousand and twelve in a single copy, in the English, French and Spanish languages, each text being authentic, except as otherwise specified with respect to the Appendices hereto.

**ANNEX TO THE PROTOCOL AMENDING THE
AGREEMENT ON GOVERNMENT PROCUREMENT**

Preamble

The Parties to this Agreement (hereinafter referred to as "the Parties"),

Recognizing the need for an effective multilateral framework for government procurement, with a view to achieving greater liberalization and expansion of, and improving the framework for, the conduct of international trade;

Recognizing that measures regarding government procurement should not be prepared, adopted or applied so as to afford protection to domestic suppliers, goods or services, or to discriminate among foreign suppliers, goods or services;

Recognizing that the integrity and predictability of government procurement systems are integral to the efficient and effective management of public resources, the performance of the Parties' economies and the functioning of the multilateral trading system;

Recognizing that the procedural commitments under this Agreement should be sufficiently flexible to accommodate the specific circumstances of each Party;

Recognizing the need to take into account the development, financial and trade needs of developing countries, in particular the least developed countries;

Recognizing the importance of transparent measures regarding government procurement, of carrying out procurements in a transparent and impartial manner and of avoiding conflicts of interest and corrupt practices, in accordance with applicable international instruments, such as the United Nations Convention Against Corruption;

Recognizing the importance of using, and encouraging the use of, electronic means for procurement covered by this Agreement;

Desiring to encourage acceptance of and accession to this Agreement by WTO Members not party to it;

Hereby *agree* as follows:

Article I Definitions

For purposes of this Agreement:

- (a) **commercial goods or services** means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, non-governmental buyers for non-governmental purposes;
- (b) **Committee** means the Committee on Government Procurement established by Article XXI:1;
- (c) **construction service** means a service that has as its objective the realization by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification (CPC);

- (d) **country** includes any separate customs territory that is a Party to this Agreement. In the case of a separate customs territory that is a Party to this Agreement, where an expression in this Agreement is qualified by the term "national", such expression shall be read as pertaining to that customs territory, unless otherwise specified;
- (e) **days** means calendar days;
- (f) **electronic auction** means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re-ranking of tenders;
- (g) **in writing** or **written** means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;
- (h) **limited tendering** means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;
- (i) **measure** means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;
- (j) **multi-use list** means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;
- (k) **notice of intended procurement** means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;
- (l) **offset** means any condition or undertaking that encourages local development or improves a Party's balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade and similar action or requirement;
- (m) **open tendering** means a procurement method whereby all interested suppliers may submit a tender;
- (n) **person** means a natural person or a juridical person;
- (o) **procuring entity** means an entity covered under a Party's Annex 1, 2 or 3 to Appendix I;
- (p) **qualified supplier** means a supplier that a procuring entity recognizes as having satisfied the conditions for participation;
- (q) **selective tendering** means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender;
- (r) **services** includes construction services, unless otherwise specified;
- (s) **standard** means a document approved by a recognized body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory.

It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, service, process or production method;

- (t) **supplier** means a person or group of persons that provides or could provide goods or services; and
- (u) **technical specification** means a tendering requirement that:
 - (i) lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or
 - (ii) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

Article II Scope and Coverage

Application of Agreement

1. This Agreement applies to any measure regarding covered procurement, whether or not it is conducted exclusively or partially by electronic means.

2. For the purposes of this Agreement, covered procurement means procurement for governmental purposes:

- (a) of goods, services, or any combination thereof:
 - (i) as specified in each Party's annexes to Appendix I; and
 - (ii) not procured with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;
- (b) by any contractual means, including: purchase; lease; and rental or hire purchase, with or without an option to buy;
- (c) for which the value, as estimated in accordance with paragraphs 6 through 8, equals or exceeds the relevant threshold specified in a Party's annexes to Appendix I, at the time of publication of a notice in accordance with Article VII;
- (d) by a procuring entity; and
- (e) that is not otherwise excluded from coverage in paragraph 3 or a Party's annexes to Appendix I.

3. Except where provided otherwise in a Party's annexes to Appendix I, this Agreement does not apply to:

- (a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;

- (b) non-contractual agreements or any form of assistance that a Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;
- (c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
- (d) public employment contracts;
- (e) procurement conducted:
 - (i) for the specific purpose of providing international assistance, including development aid;
 - (ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or
 - (iii) under the particular procedure or condition of an international organization, or funded by international grants, loans or other assistance where the applicable procedure or condition would be inconsistent with this Agreement.

4. Each Party shall specify the following information in its annexes to Appendix I:

- (a) in Annex 1, the central government entities whose procurement is covered by this Agreement;
- (b) in Annex 2, the sub-central government entities whose procurement is covered by this Agreement;
- (c) in Annex 3, all other entities whose procurement is covered by this Agreement;
- (d) in Annex 4, the goods covered by this Agreement;
- (e) in Annex 5, the services, other than construction services, covered by this Agreement;
- (f) in Annex 6, the construction services covered by this Agreement; and
- (g) in Annex 7, any General Notes.

5. Where a procuring entity, in the context of covered procurement, requires persons not covered under a Party's annexes to Appendix I to procure in accordance with particular requirements, Article IV shall apply *mutatis mutandis* to such requirements.

Valuation

6. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall:

- (a) neither divide a procurement into separate procurements nor select or use a particular valuation method for estimating the value of a procurement with the intention of

totally or partially excluding it from the application of this Agreement; and

- (b) include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account all forms of remuneration, including:
 - (i) premiums, fees, commissions and interest; and
 - (ii) where the procurement provides for the possibility of options, the total value of such options.

7. Where an individual requirement for a procurement results in the award of more than one contract, or in the award of contracts in separate parts (hereinafter referred to as "recurring contracts"), the calculation of the estimated maximum total value shall be based on:

- (a) the value of recurring contracts of the same type of good or service awarded during the preceding 12 months or the procuring entity's preceding fiscal year, adjusted, where possible, to take into account anticipated changes in the quantity or value of the good or service being procured over the following 12 months; or
- (b) the estimated value of recurring contracts of the same type of good or service to be awarded during the 12 months following the initial contract award or the procuring entity's fiscal year.

8. In the case of procurement by lease, rental or hire purchase of goods or services, or procurement for which a total price is not specified, the basis for valuation shall be:

- (a) in the case of a fixed-term contract:
 - (i) where the term of the contract is 12 months or less, the total estimated maximum value for its duration; or
 - (ii) where the term of the contract exceeds 12 months, the total estimated maximum value, including any estimated residual value;
- (b) where the contract is for an indefinite period, the estimated monthly instalment multiplied by 48; and
- (c) where it is not certain whether the contract is to be a fixed-term contract, subparagraph (b) shall be used.

Article III Security and General Exceptions

1. Nothing in this Agreement shall be construed to prevent any Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.

2. Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent any Party from imposing or enforcing measures:

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to protect intellectual property; or
- (d) relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.

Article IV General Principles

Non-Discrimination

1. With respect to any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of any other Party and to the suppliers of any other Party offering the goods or services of any Party, treatment no less favourable than the treatment the Party, including its procuring entities, accords to:

- (a) domestic goods, services and suppliers; and
- (b) goods, services and suppliers of any other Party.

2. With respect to any measure regarding covered procurement, a Party, including its procuring entities, shall not:

- (a) treat a locally established supplier less favourably than another locally established supplier on the basis of the degree of foreign affiliation or ownership; or
- (b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of any other Party.

Use of Electronic Means

3. When conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and
- (b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access.

Conduct of Procurement

4. A procuring entity shall conduct covered procurement in a transparent and impartial manner that:

- (a) is consistent with this Agreement, using methods such as open tendering, selective tendering and limited tendering;

- (b) avoids conflicts of interest; and
- (c) prevents corrupt practices.

Rules of Origin

5. For purposes of covered procurement, a Party shall not apply rules of origin to goods or services imported from or supplied from another Party that are different from the rules of origin the Party applies at the same time in the normal course of trade to imports or supplies of the same goods or services from the same Party.

Offsets

6. With regard to covered procurement, a Party, including its procuring entities, shall not seek, take account of, impose or enforce any offset.

Measures Not Specific to Procurement

7. Paragraphs 1 and 2 shall not apply to: customs duties and charges of any kind imposed on, or in connection with, importation; the method of levying such duties and charges; other import regulations or formalities and measures affecting trade in services other than measures governing covered procurement.

Article V Developing Countries

1. In negotiations on accession to, and in the implementation and administration of, this Agreement, the Parties shall give special consideration to the development, financial and trade needs and circumstances of developing countries and least developed countries (collectively referred to hereinafter as "developing countries", unless specifically identified otherwise), recognizing that these may differ significantly from country to country. As provided for in this Article and on request, the Parties shall accord special and differential treatment to:

- (a) least developed countries; and
- (b) any other developing country, where and to the extent that this special and differential treatment meets its development needs.

2. Upon accession by a developing country to this Agreement, each Party shall provide immediately to the goods, services and suppliers of that country the most favourable coverage that the Party provides under its annexes to Appendix I to any other Party to this Agreement, subject to any terms negotiated between the Party and the developing country in order to maintain an appropriate balance of opportunities under this Agreement.

3. Based on its development needs, and with the agreement of the Parties, a developing country may adopt or maintain one or more of the following transitional measures, during a transition period and in accordance with a schedule, set out in its relevant annexes to Appendix I, and applied in a manner that does not discriminate among the other Parties:

- (a) a price preference programme, provided that the programme:
 - (i) provides a preference only for the part of the tender incorporating goods or services originating in the developing country applying the preference or goods or services originating in other developing countries in respect of

which the developing country applying the preference has an obligation to provide national treatment under a preferential agreement, provided that where the other developing country is a Party to this Agreement, such treatment would be subject to any conditions set by the Committee; and

- (ii) is transparent, and the preference and its application in the procurement are clearly described in the notice of intended procurement;
- (b) an offset, provided that any requirement for, or consideration of, the imposition of the offset is clearly stated in the notice of intended procurement;
- (c) the phased-in addition of specific entities or sectors; and
- (d) a threshold that is higher than its permanent threshold.

4. In negotiations on accession to this Agreement, the Parties may agree to the delayed application of any specific obligation in this Agreement, other than Article IV:1(b), by the acceding developing country while that country implements the obligation. The implementation period shall be:

- (a) for a least developed country, five years after its accession to this Agreement; and
- (b) for any other developing country, only the period necessary to implement the specific obligation and not to exceed three years.

5. Any developing country that has negotiated an implementation period for an obligation under paragraph 4 shall list in its Annex 7 to Appendix I the agreed implementation period, the specific obligation subject to the implementation period and any interim obligation with which it has agreed to comply during the implementation period.

6. After this Agreement has entered into force for a developing country, the Committee, on request of the developing country, may:

- (a) extend the transition period for a measure adopted or maintained under paragraph 3 or any implementation period negotiated under paragraph 4; or
- (b) approve the adoption of a new transitional measure under paragraph 3, in special circumstances that were unforeseen during the accession process.

7. A developing country that has negotiated a transitional measure under paragraph 3 or 6, an implementation period under paragraph 4 or any extension under paragraph 6 shall take such steps during the transition period or implementation period as may be necessary to ensure that it is in compliance with this Agreement at the end of any such period. The developing country shall promptly notify the Committee of each step.

8. The Parties shall give due consideration to any request by a developing country for technical cooperation and capacity building in relation to that country's accession to, or implementation of, this Agreement.

9. The Committee may develop procedures for the implementation of this Article. Such procedures may include provisions for voting on decisions relating to requests under paragraph 6.

10. The Committee shall review the operation and effectiveness of this Article every five years.

Article VI Information on the Procurement System

1. Each Party shall:
 - (a) promptly publish any law, regulation, judicial decision, administrative ruling of general application, standard contract clause mandated by law or regulation and incorporated by reference in notices or tender documentation and procedure regarding covered procurement, and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and
 - (b) provide an explanation thereof to any Party, on request.
2. Each Party shall list:
 - (a) in Appendix II, the electronic or paper media in which the Party publishes the information described in paragraph 1;
 - (b) in Appendix III, the electronic or paper media in which the Party publishes the notices required by Articles VII, IX:7 and XVI:2; and
 - (c) in Appendix IV, the website address or addresses where the Party publishes:
 - (i) its procurement statistics pursuant to Article XVI:5; or
 - (ii) its notices concerning awarded contracts pursuant to Article XVI:6.
3. Each Party shall promptly notify the Committee of any modification to the Party's information listed in Appendix II, III or IV.

Article VII Notices

Notice of Intended Procurement

1. For each covered procurement, a procuring entity shall publish a notice of intended procurement in the appropriate paper or electronic medium listed in Appendix III, except in the circumstances described in Article XIII. Such medium shall be widely disseminated and such notices shall remain readily accessible to the public, at least until expiration of the time-period indicated in the notice. The notices shall:
 - (a) for procuring entities covered under Annex 1, be accessible by electronic means free of charge through a single point of access, for at least any minimum period of time specified in Appendix III; and
 - (b) for procuring entities covered under Annex 2 or 3, where accessible by electronic means, be provided, at least, through links in a gateway electronic site that is accessible free of charge.

Parties, including their procuring entities covered under Annex 2 or 3, are encouraged to publish their notices by electronic means free of charge through a single point of access.

2. Except as otherwise provided in this Agreement, each notice of intended procurement shall include:

- (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- (b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;
- (c) for recurring contracts, an estimate, if possible, of the timing of subsequent notices of intended procurement;
- (d) a description of any options;
- (e) the time-frame for delivery of goods or services or the duration of the contract;
- (f) the procurement method that will be used and whether it will involve negotiation or electronic auction;
- (g) where applicable, the address and any final date for the submission of requests for participation in the procurement;
- (h) the address and the final date for the submission of tenders;
- (i) the language or languages in which tenders or requests for participation may be submitted, if they may be submitted in a language other than an official language of the Party of the procuring entity;
- (j) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith, unless such requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement;
- (k) where, pursuant to Article IX, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender; and
- (l) an indication that the procurement is covered by this Agreement.

Summary Notice

3. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement, in one of the WTO languages. The summary notice shall contain at least the following information:

- (a) the subject-matter of the procurement;
- (b) the final date for the submission of tenders or, where applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and

- (c) the address from which documents relating to the procurement may be requested.

Notice of Planned Procurement

4. Procuring entities are encouraged to publish in the appropriate paper or electronic medium listed in Appendix III as early as possible in each fiscal year a notice regarding their future procurement plans (hereinafter referred to as "notice of planned procurement"). The notice of planned procurement should include the subject-matter of the procurement and the planned date of the publication of the notice of intended procurement.

5. A procuring entity covered under Annex 2 or 3 may use a notice of planned procurement as a notice of intended procurement provided that the notice of planned procurement includes as much of the information referred to in paragraph 2 as is available to the entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

Article VIII Conditions for Participation

1. A procuring entity shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement.

2. In establishing the conditions for participation, a procuring entity:

- (a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of a given Party; and
- (b) may require relevant prior experience where essential to meet the requirements of the procurement.

3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:

- (a) shall evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the Party of the procuring entity; and
- (b) shall base its evaluation on the conditions that the procuring entity has specified in advance in notices or tender documentation.

4. Where there is supporting evidence, a Party, including its procuring entities, may exclude a supplier on grounds such as:

- (a) bankruptcy;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or

- (f) failure to pay taxes.

Article IX Qualification of Suppliers

Registration Systems and Qualification Procedures

1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.
2. Each Party shall ensure that:
 - (a) its procuring entities make efforts to minimize differences in their qualification procedures; and
 - (b) where its procuring entities maintain registration systems, the entities make efforts to minimize differences in their registration systems.
3. A Party, including its procuring entities, shall not adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of another Party in its procurement.

Selective Tendering

4. Where a procuring entity intends to use selective tendering, the entity shall:
 - (a) include in the notice of intended procurement at least the information specified in Article VII:2(a), (b), (f), (g), (j), (k) and (l) and invite suppliers to submit a request for participation; and
 - (b) provide, by the commencement of the time-period for tendering, at least the information in Article VII:2 (c), (d), (e), (h) and (i) to the qualified suppliers that it notifies as specified in Article XI:3(b).
5. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.
6. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 4, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph 5.

Multi-Use Lists

7. A procuring entity may maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:
 - (a) published annually; and
 - (b) where published by electronic means, made available continuously,

in the appropriate medium listed in Appendix III.

8. The notice provided for in paragraph 7 shall include:
- (a) a description of the goods or services, or categories thereof, for which the list may be used;
 - (b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions;
 - (c) the name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;
 - (d) the period of validity of the list and the means for its renewal or termination, or where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
 - (e) an indication that the list may be used for procurement covered by this Agreement.
9. Notwithstanding paragraph 7, where a multi-use list will be valid for three years or less, a procuring entity may publish the notice referred to in paragraph 7 only once, at the beginning of the period of validity of the list, provided that the notice:
- (a) states the period of validity and that further notices will not be published; and
 - (b) is published by electronic means and is made available continuously during the period of its validity.

10. A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

11. Where a supplier that is not included on a multi-use list submits a request for participation in a procurement based on a multi-use list and all required documents, within the time-period provided for in Article XI:2, a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement on the grounds that the entity has insufficient time to examine the request, unless, in exceptional cases, due to the complexity of the procurement, the entity is not able to complete the examination of the request within the time-period allowed for the submission of tenders.

Annex 2 and Annex 3 Entities

12. A procuring entity covered under Annex 2 or 3 may use a notice inviting suppliers to apply for inclusion on a multi-use list as a notice of intended procurement, provided that:
- (a) the notice is published in accordance with paragraph 7 and includes the information required under paragraph 8, as much of the information required under Article VII:2 as is available and a statement that it constitutes a notice of intended procurement or that only the suppliers on the multi-use list will receive further notices of procurement covered by the multi-use list; and
 - (b) the entity promptly provides to suppliers that have expressed an interest in a given procurement to the entity, sufficient information to permit them to assess their interest in the procurement, including all remaining information required in Article VII:2, to the extent such information is available.

13. A procuring entity covered under Annex 2 or 3 may allow a supplier that has applied for inclusion on a multi-use list in accordance with paragraph 10 to tender in a given procurement, where there is sufficient time for the procuring entity to examine whether the supplier satisfies the conditions for participation.

Information on Procuring Entity Decisions

14. A procuring entity shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi-use list of the procuring entity's decision with respect to the request or application.

15. Where a procuring entity rejects a supplier's request for participation in a procurement or application for inclusion on a multi-use list, ceases to recognize a supplier as qualified, or removes a supplier from a multi-use list, the entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

Article X Technical Specifications and Tender Documentation

Technical Specifications

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to international trade.

2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:

- (a) set out the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
- (b) base the technical specification on international standards, where such exist; otherwise, on national technical regulations, recognized national standards or building codes.

3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity should indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfil the requirements of the procurement by including words such as "or equivalent" in the tender documentation.

4. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, the entity includes words such as "or equivalent" in the tender documentation.

5. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

6. For greater certainty, a Party, including its procuring entities, may, in accordance with this Article, prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment.

Tender Documentation

7. A procuring entity shall make available to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, such documentation shall include a complete description of:

- (a) the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials;
- (b) any conditions for participation of suppliers, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;
- (c) all evaluation criteria the entity will apply in the awarding of the contract, and, except where price is the sole criterion, the relative importance of such criteria;
- (d) where the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;
- (e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;
- (f) where there will be a public opening of tenders, the date, time and place for the opening and, where appropriate, the persons authorized to be present;
- (g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, such as whether on paper or by electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

8. In establishing any date for the delivery of goods or the supply of services being procured, a procuring entity shall take into account such factors as the complexity of the procurement, the extent of subcontracting anticipated and the realistic time required for production, de-stocking and transport of goods from the point of supply or for supply of services.

9. The evaluation criteria set out in the notice of intended procurement or tender documentation may include, among others, price and other cost factors, quality, technical merit, environmental characteristics and terms of delivery.

10. A procuring entity shall promptly:

- (a) make available tender documentation to ensure that interested suppliers have sufficient time to submit responsive tenders;
- (b) provide, on request, the tender documentation to any interested supplier; and

- (c) reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.

Modifications

11. Where, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing all such modifications or amended or re-issued notice or tender documentation:

- (a) to all suppliers that are participating at the time of the modification, amendment or re-issuance, where such suppliers are known to the entity, and in all other cases, in the same manner as the original information was made available; and
- (b) in adequate time to allow such suppliers to modify and re-submit amended tenders, as appropriate.

Article XI Time-Periods

General

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as:

- (a) the nature and complexity of the procurement;
- (b) the extent of subcontracting anticipated; and
- (c) the time necessary for transmitting tenders by non-electronic means from foreign as well as domestic points where electronic means are not used.

Such time-periods, including any extension of the time-periods, shall be the same for all interested or participating suppliers.

Deadlines

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 25 days from the date of publication of the notice of intended procurement. Where a state of urgency duly substantiated by the procuring entity renders this time-period impracticable, the time-period may be reduced to not less than 10 days.

3. Except as provided for in paragraphs 4, 5, 7 and 8 a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published; or
- (b) in the case of selective tendering, the entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

4. A procuring entity may reduce the time-period for tendering established in accordance with paragraph 3 to not less than 10 days where:

- (a) the procuring entity has published a notice of planned procurement as described in Article VII:4 at least 40 days and not more than 12 months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:
 - (i) a description of the procurement;
 - (ii) the approximate final dates for the submission of tenders or requests for participation;
 - (iii) a statement that interested suppliers should express their interest in the procurement to the procuring entity;
 - (iv) the address from which documents relating to the procurement may be obtained; and
 - (v) as much of the information that is required for the notice of intended procurement under Article VII:2, as is available;
- (b) the procuring entity, for recurring contracts, indicates in an initial notice of intended procurement that subsequent notices will provide time-periods for tendering based on this paragraph; or
- (c) a state of urgency duly substantiated by the procuring entity renders the time-period for tendering established in accordance with paragraph 3 impracticable.

5. A procuring entity may reduce the time-period for tendering established in accordance with paragraph 3 by five days for each one of the following circumstances:

- (a) the notice of intended procurement is published by electronic means;
- (b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and
- (c) the entity accepts tenders by electronic means.

6. The use of paragraph 5, in conjunction with paragraph 4, shall in no case result in the reduction of the time-period for tendering established in accordance with paragraph 3 to less than 10 days from the date on which the notice of intended procurement is published.

7. Notwithstanding any other provision in this Article, where a procuring entity purchases commercial goods or services, or any combination thereof, it may reduce the time-period for tendering established in accordance with paragraph 3 to not less than 13 days, provided that it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. In addition, where the entity accepts tenders for commercial goods or services by electronic means, it may reduce the time-period established in accordance with paragraph 3 to not less than 10 days.

8. Where a procuring entity covered under Annex 2 or 3 has selected all or a limited number of qualified suppliers, the time-period for tendering may be fixed by mutual agreement between the procuring entity and the selected suppliers. In the absence of agreement, the period shall not be less than 10 days.

Article XII Negotiation

1. A Party may provide for its procuring entities to conduct negotiations:
 - (a) where the entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article VII.2; or
 - (b) where it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation.
2. A procuring entity shall:
 - (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and
 - (b) where negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

Article XIII Limited Tendering

1. Provided that it does not use this provision for the purpose of avoiding competition among suppliers or in a manner that discriminates against suppliers of any other Party or protects domestic suppliers, a procuring entity may use limited tendering and may choose not to apply Articles VII through IX, X (paragraphs 7 through 11), XI, XII, XIV and XV only under any of the following circumstances:

- (a) where:
 - (i) no tenders were submitted or no suppliers requested participation;
 - (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
 - (iii) no suppliers satisfied the conditions for participation; or
 - (iv) the tenders submitted have been collusive,provided that the requirements of the tender documentation are not substantially modified;
- (b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - (i) the requirement is for a work of art;

- (ii) the protection of patents, copyrights or other exclusive rights; or
 - (iii) due to an absence of competition for technical reasons;
- (c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services:
- (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and
 - (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- (d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering or selective tendering;
- (e) for goods purchased on a commodity market;
- (f) where a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers; or
- (h) where a contract is awarded to a winner of a design contest provided that:
- (i) the contest has been organized in a manner that is consistent with the principles of this Agreement, in particular relating to the publication of a notice of intended procurement; and
 - (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph 1. The report shall include the name of the procuring entity, the value and kind of goods or services procured and a statement indicating the circumstances and conditions described in paragraph 1 that justified the use of limited tendering.

Article XIV Electronic Auctions

Where a procuring entity intends to conduct a covered procurement using an electronic auction, the entity shall provide each participant, before commencing the electronic auction, with:

- (a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or re-ranking during the auction;
- (b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and
- (c) any other relevant information relating to the conduct of the auction.

Article XV Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process, and the confidentiality of tenders.
2. A procuring entity shall not penalize any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity.
3. Where a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.

Awarding of Contracts

4. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.
5. Unless a procuring entity determines that it is not in the public interest to award a contract, the entity shall award the contract to the supplier that the entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:
 - (a) the most advantageous tender; or
 - (b) where price is the sole criterion, the lowest price.
6. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.
7. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations under this Agreement.

Article XVI Transparency of Procurement Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform participating suppliers of the entity's contract award decisions and, on the request of a supplier, shall do so in writing. Subject to paragraphs 2 and 3 of Article XVII, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the entity did not select its tender and the relative advantages of the successful supplier's tender.

Publication of Award Information

2. Not later than 72 days after the award of each contract covered by this Agreement, a procuring entity shall publish a notice in the appropriate paper or electronic medium listed in Appendix III. Where the entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:

- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
- (e) the date of award; and
- (f) the type of procurement method used, and in cases where limited tendering was used in accordance with Article XIII, a description of the circumstances justifying the use of limited tendering.

Maintenance of Documentation, Reports and Electronic Traceability

3. Each procuring entity shall, for a period of at least three years from the date it awards a contract, maintain:

- (a) the documentation and reports of tendering procedures and contract awards relating to covered procurement, including the reports required under Article XIII; and
- (b) data that ensure the appropriate traceability of the conduct of covered procurement by electronic means.

Collection and Reporting of Statistics

4. Each Party shall collect and report to the Committee statistics on its contracts covered by this Agreement. Each report shall cover one year and be submitted within two years of the end of the reporting period, and shall contain:

- (a) for Annex 1 procuring entities:
 - (i) the number and total value, for all such entities, of all contracts covered by this Agreement;
 - (ii) the number and total value of all contracts covered by this Agreement awarded by each such entity, broken down by categories of goods and services according to an internationally recognized uniform classification system; and
 - (iii) the number and total value of all contracts covered by this Agreement awarded by each such entity under limited tendering;
- (b) for Annex 2 and 3 procuring entities, the number and total value of contracts covered by this Agreement awarded by all such entities, broken down by Annex; and
- (c) estimates for the data required under subparagraphs (a) and (b), with an explanation of the methodology used to develop the estimates, where it is not feasible to provide the data.

5. Where a Party publishes its statistics on an official website, in a manner that is consistent with the requirements of paragraph 4, the Party may substitute a notification to the Committee of the website address for the submission of the data under paragraph 4, with any instructions necessary to access and use such statistics.

6. Where a Party requires notices concerning awarded contracts, pursuant to paragraph 2, to be published electronically and where such notices are accessible to the public through a single database in a form permitting analysis of the covered contracts, the Party may substitute a notification to the Committee of the website address for the submission of the data under paragraph 4, with any instructions necessary to access and use such data.

Article XVII Disclosure of Information

Provision of Information to Parties

1. On request of any other Party, a Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Agreement, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.

Non-Disclosure of Information

2. Notwithstanding any other provision of this Agreement, a Party, including its procuring entities, shall not provide to any particular supplier information that might prejudice fair competition between suppliers.

3. Nothing in this Agreement shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information where disclosure:

- (a) would impede law enforcement;
- (b) might prejudice fair competition between suppliers;
- (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
- (d) would otherwise be contrary to the public interest.

Article XVIII Domestic Review Procedures

1. Each Party shall provide a timely, effective, transparent and non-discriminatory administrative or judicial review procedure through which a supplier may challenge:

- (a) a breach of the Agreement; or
- (b) where the supplier does not have a right to challenge directly a breach of the Agreement under the domestic law of a Party, a failure to comply with a Party's measures implementing this Agreement,

arising in the context of a covered procurement, in which the supplier has, or has had, an interest. The procedural rules for all challenges shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the Party of the procuring entity conducting the procurement shall encourage the entity and the supplier to seek resolution of the complaint through consultations. The entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

4. Each Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge by a supplier arising in the context of a covered procurement.

5. Where a body other than an authority referred to in paragraph 4 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

6. Each Party shall ensure that a review body that is not a court shall have its decision subject to judicial review or have procedures that provide that:

- (a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;

- (b) the participants to the proceedings (hereinafter referred to as "participants") shall have the right to be heard prior to a decision of the review body being made on the challenge;
 - (c) the participants shall have the right to be represented and accompanied;
 - (d) the participants shall have access to all proceedings;
 - (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and
 - (f) the review body shall make its decisions or recommendations in a timely fashion, in writing, and shall include an explanation of the basis for each decision or recommendation.
7. Each Party shall adopt or maintain procedures that provide for:
- (a) rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and
 - (b) where a review body has determined that there has been a breach or a failure as referred to in paragraph 1, corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both.

Article XIX Modifications and Rectifications to Coverage

Notification of Proposed Modification

1. A Party shall notify the Committee of any proposed rectification, transfer of an entity from one annex to another, withdrawal of an entity or other modification of its annexes to Appendix I (any of which is hereinafter referred to as "modification"). The Party proposing the modification (hereinafter referred to as "modifying Party") shall include in the notification:

- (a) for any proposed withdrawal of an entity from its annexes to Appendix I in exercise of its rights on the grounds that government control or influence over the entity's covered procurement has been effectively eliminated, evidence of such elimination; or
- (b) for any other proposed modification, information as to the likely consequences of the change for the mutually agreed coverage provided for in this Agreement.

Objection to Notification

2. Any Party whose rights under this Agreement may be affected by a proposed modification notified under paragraph 1 may notify the Committee of any objection to the proposed modification. Such objections shall be made within 45 days from the date of the circulation to the Parties of the notification, and shall set out reasons for the objection.

Consultations

3. The modifying Party and any Party making an objection (hereinafter referred to as "objecting Party") shall make every attempt to resolve the objection through consultations. In such consultations, the modifying and objecting Parties shall consider the proposed modification:

- (a) in the case of a notification under paragraph 1(a), in accordance with any indicative criteria adopted pursuant to paragraph 8(b), indicating the effective elimination of government control or influence over an entity's covered procurement; and
- (b) in the case of a notification under paragraph 1(b), in accordance with any criteria adopted pursuant to paragraph 8(c), relating to the level of compensatory adjustments to be offered for modifications, with a view to maintaining a balance of rights and obligations and a comparable level of mutually agreed coverage provided in this Agreement.

Revised Modification

4. Where the modifying Party and any objecting Party resolve the objection through consultations, and the modifying Party revises its proposed modification as a result of those consultations, the modifying Party shall notify the Committee in accordance with paragraph 1, and any such revised modification shall only be effective after fulfilling the requirements of this Article.

Implementation of Modifications

5. A proposed modification shall become effective only where:

- (a) no Party submits to the Committee a written objection to the proposed modification within 45 days from the date of circulation of the notification of the proposed modification under paragraph 1;
- (b) all objecting Parties have notified the Committee that they withdraw their objections to the proposed modification; or
- (c) 150 days from the date of circulation of the notification of the proposed modification under paragraph 1 have elapsed, and the modifying Party has informed the Committee in writing of its intention to implement the modification.

Withdrawal of Substantially Equivalent Coverage

6. Where a modification becomes effective pursuant to paragraph 5(c), any objecting Party may withdraw substantially equivalent coverage. Notwithstanding Article IV:1(b), a withdrawal pursuant to this paragraph may be implemented solely with respect to the modifying Party. Any objecting Party shall inform the Committee in writing of any such withdrawal at least 30 days before the withdrawal becomes effective. A withdrawal pursuant to this paragraph shall be consistent with any criteria relating to the level of compensatory adjustment adopted by the Committee pursuant to paragraph 8(c).

Arbitration Procedures to Facilitate Resolution of Objections

7. Where the Committee has adopted arbitration procedures to facilitate the resolution of objections pursuant to paragraph 8, a modifying or any objecting Party may invoke the arbitration procedures within 120 days of circulation of the notification of the proposed modification:

- (a) Where no Party has invoked the arbitration procedures within the time-period:
 - (i) notwithstanding paragraph 5(c), the proposed modification shall become effective where 130 days from the date of circulation of the notification of the proposed modification under paragraph 1 have elapsed, and the modifying Party has informed the Committee in writing of its intention to implement the modification; and
 - (ii) no objecting Party may withdraw coverage pursuant to paragraph 6.
- (b) Where a modifying Party or objecting Party has invoked the arbitration procedures:
 - (i) notwithstanding paragraph 5(c), the proposed modification shall not become effective before the completion of the arbitration procedures;
 - (ii) any objecting Party that intends to enforce a right to compensation, or to withdraw substantially equivalent coverage pursuant to paragraph 6, shall participate in the arbitration proceedings;
 - (iii) a modifying Party should comply with the results of the arbitration procedures in making any modification effective pursuant to paragraph 5(c); and
 - (iv) where a modifying Party does not comply with the results of the arbitration procedures in making any modification effective pursuant to paragraph 5(c), any objecting Party may withdraw substantially equivalent coverage pursuant to paragraph 6, provided that any such withdrawal is consistent with the result of the arbitration procedures.

Committee Responsibilities

8. The Committee shall adopt:

- (a) arbitration procedures to facilitate resolution of objections under paragraph 2;
- (b) indicative criteria that demonstrate the effective elimination of government control or influence over an entity's covered procurement; and
- (c) criteria for determining the level of compensatory adjustment to be offered for modifications made pursuant to paragraph 1(b) and of substantially equivalent coverage under paragraph 6.

Article XX Consultations and Dispute Settlement

1. Each Party shall accord sympathetic consideration to and shall afford adequate opportunity for consultation regarding any representation made by another Party with respect to any matter affecting the operation of this Agreement.

2. Where any Party considers that any benefit accruing to it, directly or indirectly, under this Agreement is being nullified or impaired, or that the attainment of any objective of this Agreement is being impeded as the result of:

- (a) the failure of another Party or Parties to carry out its obligations under this Agreement; or
- (b) the application by another Party or Parties of any measure, whether or not it conflicts with the provisions of this Agreement,

it may, with a view to reaching a mutually satisfactory solution to the matter, have recourse to the provisions of the Understanding on Rules and Procedures Governing the Settlement of Disputes (hereinafter referred to as "the Dispute Settlement Understanding").

3. The Dispute Settlement Understanding shall apply to consultations and the settlement of disputes under this Agreement, with the exception that, notwithstanding paragraph 3 of Article 22 of the Dispute Settlement Understanding, any dispute arising under any Agreement listed in Appendix 1 to the Dispute Settlement Understanding other than this Agreement shall not result in the suspension of concessions or other obligations under this Agreement, and any dispute arising under this Agreement shall not result in the suspension of concessions or other obligations under any other Agreement listed in Appendix 1 of the Dispute Settlement Understanding.

Article XXI Institutions

Committee on Government Procurement

1. There shall be a Committee on Government Procurement composed of representatives from each of the Parties. This Committee shall elect its own Chairman and shall meet as necessary, but not less than once a year, for the purpose of affording Parties the opportunity to consult on any matters relating to the operation of this Agreement or the furtherance of its objectives, and to carry out such other responsibilities as may be assigned to it by the Parties.

2. The Committee may establish working parties or other subsidiary bodies that shall carry out such functions as may be given to them by the Committee.

3. The Committee shall annually:

- (a) review the implementation and operation of this Agreement; and
- (b) inform the General Council of its activities, pursuant to Article IV:8 of the Marrakesh Agreement Establishing the World Trade Organization (hereinafter referred to as "WTO Agreement"), and of developments relating to the implementation and operation of this Agreement.

Observers

4. Any WTO Member that is not a Party to this Agreement shall be entitled to participate in the Committee as an observer by submitting a written notice to the Committee. Any WTO observer may submit a written request to the Committee to participate in the Committee as an observer, and may be accorded observer status by the Committee.

Article XXII Final Provisions

Acceptance and Entry into Force

1. This Agreement shall enter into force on 1 January 1996 for those governments¹ whose agreed coverage is contained in the Annexes of Appendix I of this Agreement, and which have, by signature, accepted the Agreement on 15 April 1994, or have, by that date, signed the Agreement subject to ratification and have subsequently ratified the Agreement before 1 January 1996.

Accession

2. Any Member of the WTO may accede to this Agreement on terms to be agreed between that Member and the Parties, with such terms stated in a decision of the Committee. Accession shall take place by deposit with the Director-General of the WTO of an instrument of accession that states the terms so agreed. This Agreement shall enter into force for a Member acceding to it on the 30th day following the deposit of its instrument of accession.

Reservations

3. No Party may enter a reservation in respect of any provision of this Agreement.

Domestic Legislation

4. Each Party shall ensure, not later than the date of entry into force of this Agreement for it, the conformity of its laws, regulations and administrative procedures, and the rules, procedures and practices applied by its procuring entities, with the provisions of this Agreement.

5. Each Party shall inform the Committee of any changes to its laws and regulations relevant to this Agreement and in the administration of such laws and regulations.

Future Negotiations and Future Work Programmes

6. Each Party shall seek to avoid introducing or continuing discriminatory measures that distort open procurement.

7. Not later than the end of three years from the date of entry into force of the Protocol Amending the Agreement on Government Procurement, adopted on 30 March 2012, and periodically thereafter, the Parties shall undertake further negotiations, with a view to improving this Agreement, progressively reducing and eliminating discriminatory measures, and achieving the greatest possible extension of its coverage among all Parties on the basis of mutual reciprocity, taking into consideration the needs of developing countries.

8. (a) The Committee shall undertake further work to facilitate the implementation of this Agreement and the negotiations provided for in paragraph 7, through the adoption of work programmes for the following items:

- (i) the treatment of small and medium-sized enterprises;
- (ii) the collection and dissemination of statistical data;

¹ For the purpose of this Agreement, the term "government" is deemed to include the competent authorities of the European Union.

- (iii) the treatment of sustainable procurement;
 - (iv) exclusions and restrictions in Parties' Annexes; and
 - (v) safety standards in international procurement.
- (b) The Committee:
- (i) may adopt a decision that contains a list of work programmes on additional items, which may be reviewed and updated periodically; and
 - (ii) shall adopt a decision setting out the work to be undertaken on each particular work programme under subparagraph (a) and any work programme adopted under subparagraph (b)(i).

9. Following the conclusion of the work programme to harmonize rules of origin for goods being undertaken under the Agreement on Rules of Origin in Annex 1A to the WTO Agreement and negotiations regarding trade in services, the Parties shall take the results of that work programme and those negotiations into account in amending Article IV:5, as appropriate.

10. Not later than the end of the fifth year from the date of entry into force of the Protocol Amending the Agreement on Government Procurement, the Committee shall examine the applicability of Article XX:2(b).

Amendments

11. The Parties may amend this Agreement. A decision to adopt an amendment and to submit it for acceptance by the Parties shall be taken by consensus. An amendment shall enter into force:

- (a) except as provided for in subparagraph (b), in respect of those Parties that accept it, upon acceptance by two thirds of the Parties and thereafter for each other Party upon acceptance by it;
- (b) for all Parties upon acceptance by two thirds of the Parties if it is an amendment that the Committee, by consensus, has determined to be of a nature that would not alter the rights and obligations of the Parties.

Withdrawal

12. Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of 60 days from the date the Director-General of the WTO receives written notice of the withdrawal. Any Party may, upon such notification, request an immediate meeting of the Committee.

13. Where a Party to this Agreement ceases to be a Member of the WTO, it shall cease to be a Party to this Agreement with effect on the date on which it ceases to be a Member of the WTO.

Non-application of this Agreement between Particular Parties

14. This Agreement shall not apply as between any two Parties where either Party, at the time either Party accepts or accedes to this Agreement, does not consent to such application.

Appendices

15. The Appendices to this Agreement constitute an integral part thereof.

Secretariat

16. This Agreement shall be serviced by the WTO Secretariat.

Deposit

17. This Agreement shall be deposited with the Director-General of the WTO, who shall promptly furnish to each Party a certified true copy of this Agreement, of each rectification or modification thereto pursuant to Article XIX and of each amendment pursuant to paragraph 11, and a notification of each accession thereto pursuant to paragraph 2 and of each withdrawal pursuant to paragraphs 12 or 13.

Registration

18. This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

UNITED NATIONS  NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

Reference: C.N.115.2011.TREATIES-7 (Depositary Notification)

NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE
FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR
UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY

NAGOYA, 29 OCTOBER 2010

PROPOSAL OF CORRECTIONS TO THE ORIGINAL TEXT OF THE PROTOCOL
(FRENCH VERSION) AND TO THE CERTIFIED TRUE COPIES

The Secretary-General of the United Nations, acting in his capacity as depositary,
communicates the following:

The attention of the Secretary-General has been drawn to apparent errors in various articles of
the original of the Protocol (authentic French text) and in the certified true copies circulated by
depositary notification C.N.783.2010.TREATIES-2 of 14 December 2010.

..... The Annex to this notification contains the proposed corrections to the authentic French text.

In accordance with the established depositary practice, unless there is an objection to effecting
a particular correction from a Signatory State or a Contracting State, the Secretary-General proposes to
effect in the said articles of the original of the Protocol, the proposed corrections to the French text.
Such corrections would also apply to the certified true copies.

Any objection should be communicated to the Secretary-General within 90 days from the date
of this notification, i.e., no later than 16 June 2011.

18 March 2011



Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned.
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the Permanent Missions to the United Nations in the United Nations Treaty Collection on the Internet at
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NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE
FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR
UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY

NAGOYA, 29 OCTOBER 2010

CORRECTIONS TO THE ORIGINAL TEXT OF THE PROTOCOL (FRENCH VERSION) AND
TO THE CERTIFIED TRUE COPIES¹

The Secretary-General of the United Nations, acting in his capacity as depositary,
communicates the following:

By 16 June 2011, the date on which the period specified for the notification of objection
to the proposed corrections expired, no objection had been notified to the Secretary-General.
Consequently, the Secretary-General has effected the required corrections to the original text of the
Protocol (French version) and to the certified true copies that were circulated by depositary notification
C.N.783.2010.TREATIES-2 of 14 December 2010 (reissued on 30 March 2011).

..... The Procès-verbal of rectification is transmitted herewith.

17 June 2011



¹ Refer to depositary notification C.N.115.2011.TREATIES-7 of 18 March 2011
(Proposal of corrections to the original text of the Protocol (French version) and to the certified
true copies).

Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned.
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the Permanent Missions to the United Nations in the United Nations Treaty Collection on the Internet at
<http://treaties.un.org>, under "Depositary Notifications (CNs)". In addition, the Permanent Missions, as well
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Section's "Automated Subscription Services", which is also available at <http://treaties.un.org>.



NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY,
ADOPTED AT NAGOYA ON 29 OCTOBER 2010

PROTOCOLE DE NAGOYA SUR L'ACCÈS AUX RESSOURCES GÉNÉTIQUES ET LE PARTAGE JUSTE ET ÉQUITABLE DES AVANTAGES DÉCOULANT DE LEUR UTILISATION RELATIF À LA CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE,
ADOPTÉ À NAGOYA LE 29 OCTOBRE 2010

PROCÈS-VERBAL OF RECTIFICATION
OF THE ORIGINAL OF THE PROTOCOL

PROCÈS-VERBAL DE RECTIFICATION
DE L'ORIGINAL DU PROTOCOLE

THE SECRETARY-GENERAL OF THE UNITED NATIONS, acting in his capacity as depositary of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity, adopted at Nagoya on 29 October 2010 (Protocol),

LE SECRÉTAIRE GÉNÉRAL DE L'ORGANISATION DES NATIONS UNIES, agissant en sa qualité de dépositaire du Protocole de Nagoya sur l'accès aux ressources génétiques et le partage juste et équitable des avantages découlant de leur utilisation relatif à la Convention sur la diversité biologique, adopté à Nagoya le 29 octobre 2010 (Protocole),

WHEREAS it appears that various articles of the original text of the Protocol (French version) contain errors,

CONSIDÉRANT que plusieurs articles du texte original du Protocole (version française) contiennent des erreurs,

WHEREAS the corresponding proposed corrections have been communicated to all interested States by depositary notification C.N.115.2011.TREATIES-7 of 18 March 2011,

CONSIDÉRANT que les propositions de corrections correspondantes ont été communiquées à tous les États intéressés par la notification dépositaire C.N.115.2011.TREATIES-7 en date du 18 mars 2011,

WHEREAS by 16 June 2011, the date on which the period specified for the notification of objection to the proposed corrections expired, no objection had been notified,

CONSIDÉRANT qu'au 16 juin 2011, date à laquelle le délai spécifié pour la notification d'objection aux corrections proposées a expiré, aucune objection n'a été notifiée,

HAS CAUSED the corrections as indicated in the annex to this Procès-verbal to be effected in the original text of the said Protocol, which corrections also apply to the certified true copies of the Protocol, established on 14 December 2010 (reissued on 30 March 2011).

A FAIT PROCÉDER dans le texte original dudit Protocole aux corrections indiquées en annexe au présent procès-verbal, lesquelles corrections s'appliquent également aux exemplaires certifiés conformes du Protocole, établis le 14 décembre 2010 (rediffusés le 30 mars 2011).

IN WITNESS WHEREOF, I,
Patricia O'Brien, Under-Secretary-General, the Legal Counsel, have signed this Procès-verbal.

EN FOI DE QUOI, Nous,
Patricia O'Brien, Secrétaire général adjoint, Conseiller juridique, avons signé le présent procès-verbal.

Done at the Headquarters of the United Nations, New York, on 17 June 2011.

Fait au Siège de l'Organisation des Nations Unies, à New York, le 17 juin 2011.

Patricia O'Brien

C.N.356.2011.TREATIES-26 (Annex/Annexe)

Référence	Version française	Corrections
Préambule, 6 ^{ème} considérant	<i>Reconnaissant</i> que la sensibilisation (...) et au partage juste et équitable (...) est une importante mesure d'incitation disponible ...	<i>Reconnaissant</i> que la sensibilisation (...) et le partage juste et équitable (...) sont d'importantes mesures d'incitation disponibles ...
Préambule, 9 ^{ème} considérant	... d'assurer la certitude juridique ...	... d'assurer la sécurité juridique ...
Préambule, 11 ^{ème} considérant	<i>Reconnaissant</i> également le rôle vital des femmes en matière d'accès et de partage des avantages et <i>affirmant</i> la nécessité d'une participation pleine et entière des femmes à tous les niveaux du développement et de l'application des politiques pour la conservation de la diversité biologique,	<i>Reconnaissant</i> également le rôle capital que jouent les femmes en matière d'accès et de partage des avantages et <i>affirmant</i> la nécessité d'assurer leur pleine participation à tous les niveaux aux décisions politiques concernant la conservation de la diversité biologique et à leur application,
Préambule, 13 ^{ème} considérant	... dans des situations où il n'est pas possible d'accorder ...	... dans des situations transfrontalières ou pour lesquelles il n'est pas possible d'accorder ...
Préambule, 15 ^{ème} considérant	... nécessitant des solutions distinctives,	... nécessitant des solutions particulières,
Préambule, 16 ^{ème} considérant	... pour assurer la sécurité des aliments ...	... pour assurer la sécurité alimentaire ...
Préambule, 17 ^{ème} considérant	Conscientes du Règlement sanitaire international (2005) et de l'importance d'assurer ...	Tenant compte du Règlement sanitaire international (2005) de l'Organisation mondiale de la santé et de l'importance d'assurer ...
Préambule, 18 ^{ème} considérant	<i>Reconnaissant</i> les travaux en cours sur l'accès et le partage des avantages dans différentes instances,	<i>Reconnaissant</i> les travaux en cours sur l'accès et le partage des avantages dans d'autres instances internationales,

Référence	Version française	Corrections
Préambule, 19 ^{ème} considérant	<i>Rappelant le programme multilatéral sur l'accès et le partage des avantages</i>	<i>Rappelant le Système multilatéral d'accès et de partage des avantages</i>
Préambule, 22 ^{ème} considérant	<i>Prenant note du lien d'interdépendance entre les ressources génétiques et les connaissances traditionnelles et le caractère inséparable de ces ressources pour les communautés autochtones et locales, de l'importance des connaissances traditionnelles (...) et pour la pérennité des moyens de subsistance de ces communautés,</i>	<i>Notant le lien d'interdépendance entre les ressources génétiques et les connaissances traditionnelles, le fait que ces ressources et ces connaissances sont indissociables pour les communautés autochtones et locales, et l'importance des connaissances traditionnelles (...) ainsi que pour la pérennité des moyens de subsistance des communautés concernées,</i>
Préambule, 23 ^{ème} considérant	<i>Reconnaissant la diversité des circonstances dans lesquelles les connaissances traditionnelles sont détenues ...</i>	<i>Reconnaissant la diversité des contextes dans lesquels les connaissances traditionnelles associées aux ressources génétiques sont détenues ...</i>
Préambule, 25 ^{ème} considérant	<i>Reconnaissant en outre les circonstances uniques dans lesquelles certains pays possèdent des connaissances traditionnelles associées aux ressources génétiques, orales ou documentées ou sous d'autres formes, reflétant un riche patrimoine culturel présentant un intérêt pour la conservation et l'utilisation durable de la diversité biologique,</i>	<i>Reconnaissant également les formes particulières sous lesquelles certains pays possèdent des connaissances traditionnelles associées aux ressources génétiques, que ces formes soient orales, documentaires ou autres, et qui reflètent un riche patrimoine culturel présentant un intérêt pour la conservation et l'utilisation durable de la diversité biologique,</i>
Préambule, 27 ^{ème} considérant	<i>Affirmant que rien dans le présent Protocole ne doit être interprété de façon à diminuer ou à supprimer les droits que possèdent les communautés autochtones et locales,</i>	<i>Affirmant qu'aucune disposition du présent Protocole ne peut être interprétée comme entraînant la diminution ou l'extinction de droits que les communautés autochtones et locales ont déjà,</i>
ART 1	<i>Article 1</i>	<i>Article premier</i>
ART 2 e) dernière ligne	<i>... fonctionnelles d'hérédité</i>	<i>... fonctionnelles de l'hérédité</i>

Référence	Version française	Corrections
ART 3	... aux ressources génétiques qui relèvent de la compétence de l'article 15 de la Convention (...) aux ressources génétiques relevant de la compétence de la Convention	... aux ressources génétiques qui entrent dans le champ d'application de l'article 15 de la Convention (...) aux ressources génétiques qui entrent dans le champ d'application de la Convention ...
ART 4 le titre	Relation avec les autres accords et instruments internationaux	Relation avec les accords et instruments internationaux
ART 4.1	... découlant pour une Partie contractante d'un accord (...) causait de sérieux dommages à la diversité biologique ou constituait pour elle une menace. ...	... découlant pour une Partie d'un accord (...) devait causer des dommages graves à la diversité biologique ou constituer pour elle une menace grave. ...
ART 4.2	Rien dans le présent Protocole n'empêche l'élaboration et l'application d'autres accords internationaux pertinents, y compris d'autres accords spécialisés d'accès et de partage des avantages, à condition qu'ils soutiennent et n'aillent pas à l'encontre des objectifs de la Convention et du présent Protocole.	Rien dans le présent Protocole n'empêche les Parties d'élaborer et d'appliquer d'autres accords pertinents, y compris d'autres accords spéciaux en matière d'accès et de partage des avantages, à condition qu'ils favorisent les objectifs de la Convention et du présent Protocole et n'aillent pas à leur encontre.
ART 4.3	Le présent Protocole est appliqué de manière complémentaire aux autres instruments internationaux qui s'y rapportent. (...) à condition qu'ils soutiennent et n'aillent pas à l'encontre de objectifs de la Convention et du présent Protocole	Le présent Protocole s'applique dans un esprit de complémentarité réciproque avec les autres instruments internationaux pertinents. (...) à condition qu'ils favorisent les objectifs de la Convention et du présent Protocole et n'aillent pas à leur encontre.
ART 4.4	Le présent Protocole est l'instrument de l'application des dispositions de la Convention relatives à l'accès et au partage des avantages. Lorsqu'un instrument international spécialisé en matière d'accès et de partage des avantages s'applique (...) et ne va pas à l'encontre de ceux-ci , le présent Protocole ne s'applique pas pour la ou	Le présent Protocole est l'instrument d'application des dispositions de la Convention relatives à l'accès et au partage des avantages. Lorsqu'un instrument international spécial sur l'accès et le partage des avantages s'applique (...) et ne va pas à l'encontre de ces objectifs , le présent Protocole ne s'applique pas

Référence	Version française	Corrections
	<p>les partie(s) contractante(s) à l'instrument spécialisé en ce qui concerne la ressource génétique spécifique couverte par l'instrument spécialisé et pour les besoins de celui-ci.</p>	<p>pour la ou les Parties à cet instrument spécial en ce qui concerne la ressource génétique spécifique couverte par ledit instrument et pour les besoins de celui-ci.</p>
ART 5.1 ligne 2	... découlant de l' utilisation des ressources ...	... découlant de l'utilisation des ressources ...
ART 5.1 ligne 3	... de la commercialisations ...	... de la commercialisation ...
ART 5.2	<p>Chaque Partie prend les mesures législatives, administratives ou de politique nécessaires afin de s'assurer que les avantages découlant de l'utilisation des ressources génétiques qui sont détenues par les communautés autochtones et locales, conformément au droit interne relatif aux droits établis de ces communautés autochtones et locales sur ces ressources génétiques, sont partagés de manière juste et équitable avec les communautés concernées conformément à des conditions convenues d'un commun accord.</p>	<p>Chaque Partie prend des mesures législatives, administratives ou de politique générale, selon qu'il convient, dans le but d'assurer que les avantages découlant de l'utilisation des ressources génétiques qui sont détenues par les communautés autochtones et locales conformément au droit interne relatif aux droits des dites communautés sur ces ressources, sont partagés de manière juste et équitable avec ces communautés selon des conditions convenues d'un commun accord.</p>
ART 5.3	... les mesures législatives, administratives ou de politique nécessaires ...	... les mesures législatives, administratives ou de politique générale nécessaires ...
ART 5.5	<p>Chaque partie prend les mesures législatives, administratives ou de politique nécessaires pour assurer le partage juste et équitable des avantages découlant de l'utilisation des connaissances traditionnelles associées aux ressources génétiques avec les communautés autochtones et locales détentrices de ces connaissances. Ce partage est soumis à des conditions convenues d'un commun accord.</p>	<p>Chaque partie prend les mesures législatives, administratives ou de politique générale, selon qu'il convient, afin que les avantages découlant de l'utilisation des connaissances traditionnelles associées aux ressources génétiques soient partagés de manière juste et équitable avec les communautés autochtones et locales détentrices de ces connaissances. Ce partage s'effectue selon des conditions convenues d'un commun accord.</p>

Référence	Version française	Corrections
ART 6.1	<p>Dans l'exercice de ses droits souverains sur ses ressources naturelles et conformément à sa législation ou à ses exigences réglementaires nationales en matière d'accès et de partage des avantages, l'accès aux ressources génétiques pour leur utilisation est subordonné au consentement préalable donné en connaissance de cause par la Partie qui fournit lesdites ressources, qui est le pays d'origine desdites ressources ou une Partie qui a acquis les ressources génétiques conformément à la Convention, sauf mention contraire par la Partie en question.</p>	<p>Dans l'exercice de ses droits souverains sur ses ressources naturelles et conformément aux dispositions législatives ou réglementaires internes en matière d'accès et de partage des avantages, l'accès aux ressources génétiques en vue de leur utilisation est soumis au consentement préalable donné en connaissance de cause de la Partie qui fournit lesdites ressources, qui est le pays d'origine desdites ressources ou une Partie qui les a acquises conformément à la Convention, sauf décision contraire de cette Partie.</p>
ART 6.2	<p>Conformément à la législation interne, chaque Partie prend les mesures nécessaires pour s'assurer que le consentement préalable donné en connaissance de cause ou l'accord et la participation des communautés autochtones et locales est obtenue pour l'accès aux ressources génétiques lorsqu'elles ont le droit établi d'accorder l'accès à ces ressources.</p>	<p>Conformément à sa législation interne, chaque Partie prend, selon qu'il convient, les mesures appropriées pour obtenir le consentement préalable donné en connaissance de cause ou l'accord et la participation des communautés autochtones et locales pour l'accès aux ressources génétiques, dès lors que leur droit d'accorder l'accès à ces ressources est établi.</p>
ART 6.3	<p>...chaque Partie qui exige le consentement (...) prend les mesures législatives, administratives et de politique nécessaires en vue de:</p>	<p>... chaque Partie qui exige le consentement (...) prend, selon qu'il convient, les mesures législatives, administratives ou de politique générale appropriées pour :</p>
ART 6.3 a)	<p>Assurer la certitude juridique, la clarté et la transparence de ses exigences internes ...</p>	<p>Assurer la sécurité juridique, la clarté et la transparence de ses dispositions législatives ou réglementaires internes ...</p>
ART 6.3 b)	<p>Prévoir des règles et procédures justes et non arbitraires ...</p>	<p>Prévoir des règles et procédures équitables et non arbitraires ...</p>
ART 6.3 d)	<p>Prévoir une décision écrite claire et transparente d'une autorité nationale, de manière économique et dans un délai raisonnable;</p>	<p>Prévoir une décision écrite d'une autorité nationale, qui soit rendue de façon claire et transparente, sans engendrer de coûts excessifs, et dans un délai raisonnable;</p>

Référence	Version française	Corrections
ART 6.3 e)	Prévoir la délivrance au moment de <u>l'accès d'un permis ou son équivalent comme preuve de la décision</u> d'accorder le consentement préalable ...	Prévoir la délivrance, au moment de <u>l'accès aux ressources génétiques, d'un permis ou d'un document équivalent attestant de l'adoption de la décision</u> d'accorder le consentement préalable ...
ART 6.3 g)	Établir des règles et des procédures claires <u>sur la demande et la définition</u> de conditions convenues d'un commun accord. ...	Établir des règles et des procédures claires <u>relatives à la demande et à l'établissement</u> de conditions convenues d'un commun accord. ...
ART 7	<u>Chaque Partie prend les mesures nécessaires pour s'assurer que</u> l'accès aux connaissances (...) autochtones et locales <u>conformément à sa législation interne</u> et que <u>les</u> conditions convenues ...	<u>Conformément à sa législation, chaque Partie prend, selon qu'il convient, les mesures appropriées pour faire en sorte que</u> l'accès aux connaissances (...) autochtones et locales, et que <u>des</u> conditions convenues ...
ART 8	En élaborant et en mettant en œuvre <u>sa législation ou ses exigences réglementaires</u> ...	En élaborant et en mettant en œuvre <u>ses dispositions législatives ou réglementaires</u> ...
ART 8 a) ligne 2	... biologique et à <u>en assurer l'</u> utilisation durable...	... biologique et à <u>son</u> utilisation durable...
ART 8 a) ligne 5	... commerciales, compte tenu de la nécessité <u>d'aborder le changement d'intention de cette recherche;</u>	... commerciales, compte tenu de la nécessité <u>de prendre en considération le changement d'intention quant aux objectifs de cette recherche;</u>
ART 8 b) ligne 4	... la nécessité <u>de mesures expéditives d'accès rapide</u> aux ressources génétiques et <u>de</u> partage juste et équitable des avantages découlant de leur utilisation, y compris <u>l'accès de ceux</u> qui sont dans le besoin, en particulier les pays en développement, <u>à des traitements abordables;</u>	... la nécessité <u>d'accélérer l'accès</u> aux ressources génétiques et <u>le</u> partage juste et équitable des avantages découlant de leur utilisation, y compris <u>l'accès à des traitements abordables pour ceux</u> qui sont dans le besoin, en particulier dans les pays en développement;

Référence	Version française	Corrections
ART 9	Les Parties encouragent les utilisateurs et les fournisseurs à orienter les avantages découlant de l'utilisation des ressources génétiques vers la conservation de la diversité biologique et l'utilisation durable de ses éléments constitutifs	Les Parties encouragent les utilisateurs et les fournisseurs à affecter les avantages découlant de l'utilisation des ressources génétiques à la conservation de la diversité biologique et à l'utilisation durable de ses éléments constitutifs.
ART. 10	Les Parties considèrent la nécessité et les modalités (...) dans des situations transfrontières (...). Les avantages partagés par les utilisateurs (...) par l'intermédiaire de ce mécanisme (...) pour soutenir la conservation de la diversité biologique et l'utilisation durable de ses éléments constitutifs .	Les Parties examinent la nécessité et les modalités (...) dans des situations transfrontières (...). Les avantages partagés au moyen de ce mécanisme par les utilisateurs (...) pour favoriser la conservation de la diversité biologique et l'utilisation durable de ses éléments constitutifs à l'échelle mondiale .
ART, 11.1	Lorsque les mêmes ressources génétiques sont situées in situ sur le territoire de plus d'une Partie... les Parties concernées s'efforcent de coopérer, selon qu'il convient, avec la participation des communautés autochtones et locales concernées, s'il y a lieu, afin d'appliquer le présent Protocole .	Lorsque les mêmes ressources génétiques sont situées in situ sur le territoire de plus d'une Partie, les Parties concernées s'efforcent de coopérer, selon qu'il convient, en vue d'appliquer le présent Protocole , avec la participation des communautés autochtones et locales concernées s'il y a lieu.
ART, 11.2	... en vue d'appliquer l'objectif du Protocole.	... en vue de réaliser l'objectif du Protocole.
ART 12.1	En s'acquittant de leurs obligations aux termes du présent Protocole, les Parties tiennent dûment compte, conformément au droit interne, s'il y a lieu des lois, des protocoles et procédures communautaires, des communautés autochtones et locales relatives aux connaissances traditionnelles associées aux ressources génétiques.	En mettant en œuvre les obligations qui leur incombent en vertu du présent Protocole, les Parties, en conformité avec leur droit interne, tiennent compte, s'il y a lieu, du droit coutumier des communautés autochtones et locales ainsi que de leurs protocoles et procédures, pour tout ce qui concerne les connaissances traditionnelles associées aux ressources génétiques.
ART 12.2	... les Parties mettent sur pied des mécanismes ...	... les Parties établissent des mécanismes ...

Référence	Version française	Corrections
ART 12.3 c)	Clauses contractuelles modèles pour le partage des avantages ...	Clauses contractuelles type pour le partage des avantages ...
ART 13.1 a) ligne 3	... et la conclusion de conditions convenues d'un commun accord, ...	... et sur l'obligation d'établir des conditions convenues d'un commun accord, ...
ART 13.1 b) ligne 5	... et la conclusion de conditions convenues d'un commun accord, ...	... et sur l'obligation d'établir des conditions convenues d'un commun accord,
ART 13.1 c)	... est responsable d'assurer la liaison ...	... est responsable de la liaison ...
ART 13.2 ligne 2	... Les autorités nationales compétentes sont chargées, conformément aux mesures législatives, administratives et de politique nationales en vigueur, ...	... Les autorités nationales compétentes, en conformité avec les mesures législatives et administratives ainsi que les politiques nationales applicables, sont chargées, ...
ART 13.3 ligne 2	... de correspondant et d'autorité nationale compétente.	... de correspondant national et d'autorité nationale compétente.
ART 13.4	Chaque Partie communique au Secrétariat (...) à la date d'entrée en vigueur du présent Protocole, les coordonnées de son correspondant national et de l'autorité ou des autorités nationales compétentes (...) de la désignation de son correspondant national, de ses coordonnées, ou ...	Chaque Partie communique au Secrétariat (...) à la date d'entrée en vigueur du présent Protocole pour elle, les coordonnées de son correspondant national et de son autorité ou ses autorités nationales compétentes (...) de la désignation de son correspondant national ou des coordonnées ou ...
ART 14 Titre	Centre d'échange sur l'accès et le partage des avantages et échange d'information	Centre d'échange sur l'accès et le partage des avantages et échange d'informations
ART 14.1 dernière ligne	... il permet d'accéder aux informations pertinentes pour l'application du Protocole que fournit chaque Partie.	... il permet d'accéder aux informations pertinentes que fournit chaque Partie pour l'application du Protocole.
ART 14.2 c)	Des permis ou équivalents délivrés au moment de l'accès comme preuve de la décision d'accorder le consentement préalable donnée en connaissance de cause ou la conclusion de conditions ...	Les permis ou documents équivalents délivrés au moment de l'accès pour attester de la décision d'accorder le consentement préalable en connaissance de cause et de la conclusion de conditions ...
ART 14.3	... pourraient inclure :	... peuvent inclure :

Référence	Version française	Corrections
ART 14.3 a)	... <u>ainsi</u> qu'il en est décidé;	... <u>selon</u> qu'il en est décidé;
ART 14.3 b)	Les clauses contractuelles <u>modèles</u> ;	Les clauses contractuelles <u>type</u> ;
ART 15 Titre	Respect <u>de la législation ou des exigences internes relatives à l'accès et au</u> partage des avantages	Respect <u>des dispositions législatives ou réglementaires internes sur l'accès et le</u> partage des avantages
ART 15.1	Chaque Partie prend des mesures législatives, administratives ou de <u>politique</u> appropriées, efficaces et proportionnées afin de garantir que les ressources génétiques <u>exploitées dans</u> sa juridiction ont été soumises au consentement préalable (...) à la législation et <u>aux exigences internes</u> ...	Chaque Partie prend des mesures législatives, administratives ou de <u>politique générale</u> appropriées, efficaces et proportionnées afin de garantir que les ressources génétiques <u>utilisées sous</u> sa juridiction ont été soumises au consentement préalable (...) aux <u>dispositions législatives ou réglementaires internes</u> ...
ART 15.3 ligne 2	... en cas de violation <u>présumée de la législation ou des exigences internes en matière d'accès et de partage</u> ...	... en cas de violation <u>des dispositions législatives ou réglementaires internes relatives à l'accès et au partage</u> ...
ART 16 Titre	Respect <u>de la législation ou des exigences internes en matière d'accès et de partage</u> des avantages <u>relatifs aux</u> connaissances traditionnelles associées aux ressources génétiques	Respect <u>des dispositions législatives ou réglementaires internes relatives à l'accès et au partage des avantages portant sur</u> les connaissances traditionnelles associées aux ressources génétiques.
ART 16.1	Chaque Partie prend <u>les</u> mesures législatives, administratives ou de <u>politique nécessaires</u> pour assurer que (...) ressources génétiques <u>exploitées dans leur juridiction</u> (...) conformément <u>à la législation ou aux exigences internes</u> ...	Chaque Partie prend <u>des</u> mesures législatives, administratives ou de <u>politique générale appropriées, efficaces et proportionnées, selon qu'il convient, afin de garantir</u> que (...) ressources génétiques <u>utilisées sous sa juridiction</u> (...) conformément <u>aux dispositions législatives ou réglementaires internes</u> ...

Référence	Version française	Corrections
ART 16.3 dernière ligne	... de la législation ou des exigences internes ...	... des dispositions législatives ou réglementaires internes ...
ART. 17.1	Afin de soutenir la conformité , chaque Partie prend les mesures nécessaires, selon qu'il convient , pour surveiller l'utilisation et augmenter la transparence concernant l'utilisation des ressources génétiques. ...	Afin de favoriser le respect des règles applicables , chaque Partie prend des mesures appropriées pour surveiller l'utilisation des ressources génétiques et augmenter la transparence concernant cette utilisation. ...
ART. 17.1 a) i) ligne 1	... les points de contrôle désignés recueilleraient et recevraient ...	... les points de contrôle désignés recueillent et reçoivent ...
ART 17.1 a) i) ligne 2	... les informations concernant l'obtention ...	... les informations pertinentes concernant l'obtention ...
ART 17.1 a) i) ligne 4	... l'établissement de conditions convenues d'un commun accord	... l'existence de conditions convenues d'un commun accord
ART 17.1 a) iii) ligne 6-7	... sans préjudice de l'information confidentielle;	... sans préjudice des informations confidentielles;
ART 17.1 a) iv) ligne 1	Les points de contrôle doivent être efficaces et leurs fonctions se rapporter à l'application de cet alinéa a). ...	Les points de contrôle doivent être opérationnels et leurs fonctions doivent correspondre à l'application des dispositions du présent alinéa a). ...
ART 17.1 a) iv) ligne 2	... Ils s'inscrivent dans le cadre des ressources génétiques ou de la collecte d'informations pertinentes à tout stade de la recherche, ...	... Ils doivent être en lien avec l'utilisation des ressources génétiques ou à la collecte d'informations pertinentes, entre autres, à tout stade de la recherche, ...
ART 17.1 b)	Encourager les utilisateurs et les fournisseurs de ressources génétiques à inclure, dans les conditions convenues d'un commun accord, de l'information sur l'application de ces dispositions, notamment par l'obligation de faire rapport;	L'encouragement des utilisateurs et des fournisseurs de ressources génétiques à inclure, dans les conditions convenues d'un commun accord, des clauses relatives au partage de l'information concernant la mise en œuvre de ces conditions, y compris en prévoyant l'obligation de présenter un rapport;

Référence	Version française	Corrections
ART 17.1 c)	Encourager l'utilisation d'outils et de systèmes de communication efficaces par rapport au coût .	L'encouragement de l'utilisation d'outils et de systèmes de communication efficaces et économiques .
ART 17.2	Un permis ou son équivalent ...	Un permis ou un document équivalent ...
ART 17.3	Un certificat de conformité reconnu à l'échelle internationale sert de preuve que l'accès de la ressource génétique auquel il se rapporte a fait l'objet d'un consentement préalable donné en connaissance de cause et de la conclusion de conditions convenues d'un commun accord, ainsi qu'il est précisé dans la législation ou la réglementation interne relative à l'accès et au partage des avantages de la Partie qui donne le consentement préalable en connaissance de cause.	Un certificat de conformité reconnu à l'échelle internationale prouve que l'accès à la ressource génétique dont il traite a fait l'objet d'un consentement préalable donné en connaissance de cause et que des conditions convenues d'un commun accord ont été établies, conformément aux dispositions législatives ou réglementaires internes relatives à l'accès et au partage des avantages de la Partie accordant le consentement préalable donné en connaissance de cause.
ART 17.4 d)	L'identificateur du certificat;	L'identifiant unique du certificat;
ART 18 Titre	Conformité aux conditions ...	Respect des conditions ...
ART 18.1 b)	La loi applicable; ...	Le droit applicable; ...
ART 18.1 c)	Les possibilités de règlement extrajudiciaire des différends, telles que la médiation et l'arbitrage.	La possibilité de recourir à d'autres modes de règlement des différends, tels que la médiation et l'arbitrage.
ART 18.2	Chaque Partie veille à garantir la possibilité de recours dans leurs systèmes juridiques , conformément aux conditions juridictionnelles applicables, en cas de différend concernant les conditions convenues d'un commun accord.	Chaque Partie veille à garantir la possibilité de recours dans son système juridique , conformément aux règles juridictionnelles applicables, en cas de différend concernant les conditions convenues d'un commun accord.
ART 19 Titre	Clauses contractuelles modèles	Clauses contractuelles type

Référence	Version française	Corrections
ART 19.1 ligne 2	... l'utilisation de clauses contractuelles modèles sectorielles et intersectorielles ...	... l'utilisation de clauses contractuelles type sectorielles et intersectorielles ...
ART 19.2 ligne 3	... l'utilisation des clauses contractuelles modèles sectorielles et intersectorielles.	... l'utilisation des clauses contractuelles type sectorielles et intersectorielles.
ART 20 Titre	Codes de conduite, lignes directrices et/ou normes de meilleures pratiques	Codes de conduite, lignes directrices et bonnes pratiques et/ou normes
ART 20.1 ligne 2	... de codes de conduite, lignes directrices et de meilleures pratiques et/ou normes ...	... de codes de conduite volontaires, de lignes directrices et bonnes pratiques et/ou normes ...
ART 20.2 ligne 2 et 3	... de codes de conduite, lignes directrices, meilleures pratiques et/ou normes...	... de codes de conduite volontaires, de lignes directrices, et bonnes pratiques et/ou normes...
ART 21 e) ligne 1 et 2	... codes de conduite , de lignes directrices, de meilleures pratiques et/ou normes...	... codes de conduite volontaires , de lignes directrices, et bonnes pratiques et/ou normes...
ART 22.1 ligne 4 et 5	... et dans les petits États insulaires en développement, ...	... et dans les petits États insulaires en développement parmi eux , ...
ART 22.3	Les pays en développement Parties , en particulier les pays les moins avancés et les petits États insulaires en développement parmi eux, ainsi que les Parties à économie en transition identifient leurs besoins et leurs priorités en matière de capacités nationales au moyen d'autoévaluations des capacités nationales comme assise pour la prise de mesures appropriées aux fins d'application du présent Protocole. ...	Pour servir de base à l'adoption de mesures appropriées pour l'application du présent Protocole, les pays en développement Parties , en particulier les pays les moins avancés et les petits États insulaires en développement parmi eux, ainsi que les Parties à économie en transition, identifient leurs besoins et leurs priorités en matière de capacités nationales au moyen d'autoévaluations des capacités nationales. ...
ART 22.4	En soutien de l'application du Protocole ...	Pour favoriser la mise en œuvre du Protocole ...
ART 22.4 a)	... aux obligations aux termes de celui-ci ;	... aux obligations qui en résultent ;

Référence	Version française	Corrections
ART 22.4 c)	... et de faire respecter des mesures législatives, administratives ou de politique intérieure s en matière d'accès ...	... et de faire respecter des mesures législatives, administratives ou de politique générale internes en matière d'accès ...
ART 22.5 b)	La promotion de l'équité et de la justice, comme la formation ...	La promotion de l'équité et de la justice, par exemple par la formation ...
ART 22.5 c)	La surveillance et l'imposition de la conformité;	La surveillance du respect des règles et la mise en conformité avec celles-ci;
ART 22.5 g)	Le transfert de technologie, ainsi que l'infrastructure et la capacité technique d'en assurer la pérennité;	Le transfert de technologie, ainsi que les infrastructures et la capacité technique permettant d'en assurer la pérennité;
ART 23	Les Parties entreprennent, appuient et encouragent l'accès des pays en développement Parties (...), en particulier les pays les moins avancés et les petits États insulaires en développement (...) Dans la mesure du possible et selon qu'il convient, ces activités de collaboration ont lieu dans et avec une ou plusieurs Parties fournissant les ressources génétiques qui est (sont) le(s) pays d'origine de ces ressources, ou une ou plusieurs Parties qui ont acquis les ressources génétiques conformément à la Convention.	Les Parties s'engagent à appuyer et à encourager l'accès des pays en développement Parties (...), en particulier les pays les moins avancés et les petits États insulaires en développement parmi eux (...) Dans la mesure du possible et selon qu'il convient, ces activités de collaboration ont lieu sur le territoire et avec la participation de la Partie ou des Parties fournissant les ressources génétiques qui sont les pays d'origine de ces ressources, ou d'une ou plusieurs Parties qui ont acquis lesdites ressources conformément à la Convention.
ART 25.4	... et des petits États insulaires en développement, ...	... et des petits États insulaires en développement parmi eux , ...
ART 25.6	... dans le cadre d'arrangements bilatéraux, ...	... par des voies bilatérales , ...
ART 26.4	... suit l'application du Protocole ...	... suit régulièrement l'application du Protocole ...

Référence	Version française	Corrections
ART 26.4 d)	... les rapports soumis par <u>ses organes subsidiaires</u> ;	... les rapports soumis par <u>tout organe subsidiaire</u> ;
ART 26.4 e)	... ainsi <u>qu'à toute annexe additionnelle</u> au Protocole, ...	... ainsi <u>que toutes annexes additionnelles</u> au Protocole, ...
ART 27.3	... exerce ses fonctions <u>en tant qu'organe subsidiaire du</u> Protocole, ...	... exerce ses fonctions <u>sur des questions concernant le présent</u> Protocole, ...
ART 29	... à des intervalles réguliers <u>et sous la forme</u> décidés par la Conférence des Parties (...) les mesures qu'elle a prises pour <u>appliquer</u> les dispositions du présent Protocole.	... à des intervalles réguliers décidés par la Conférence des Parties (...) les mesures qu'elle a prises pour <u>en appliquer</u> les dispositions.
ART 36	EN FOI DE QUOI les soussignés, à ce <u>document</u> habilités, ont signé le présent Protocole aux dates indiquées.	EN FOI DE QUOI les soussignés, à ce <u>dûment</u> habilités, ont signé le présent Protocole aux dates indiquées.
Annexe 2 f)	... à des conditions <u>justes et les plus favorables, y compris à des conditions de faveur</u> et préférentielles s'il en est ainsi convenu <u>d'un commun accord, et</u> en particulier <u>transfert</u> des connaissances et de la technologie ...	... à des conditions <u>équitables et qui soient les plus favorables, y compris à des conditions</u> privilégiées et préférentielles s'il en est ainsi convenu, en particulier des connaissances et de la technologie ...
Annexe 2 n)	... qui peuvent découler d'un accord d'accès et de partage des avantages et activités <u>de</u> collaboration ...	... qui peuvent découler d'un accord d'accès et de partage des avantages et <u>des</u> activités de collaboration ...

UNITED NATIONS  NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

Reference: C.N.711.2011.TREATIES-70 (Depositary Notification)

NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE
FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR
UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY

NAGOYA, 29 OCTOBER 2010

PROPOSAL OF CORRECTIONS TO THE ORIGINAL TEXT OF THE PROTOCOL
(FRENCH VERSION) AND TO THE CERTIFIED TRUE COPIES¹

The Secretary-General of the United Nations, acting in his capacity as depositary,
communicates the following:

The attention of the Secretary-General has been drawn to apparent errors in various articles of the original of the Protocol (authentic French text) as reproduced in the certified true copies circulated by depositary notification C.N.783.2010.TREATIES-2 (Reissued) of 30 March 2011 and corrected by Procès-verbal¹ of 17 June 2011.

..... The Annex to this notification contains the proposed corrections to the authentic French text.

In accordance with the established depositary practice, unless there is an objection to effecting a particular correction from a Signatory State or a Contracting State, the Secretary-General proposes to effect in the said articles of the original of the Protocol, the proposed corrections to the French text. Such corrections would also apply to the certified true copies.

Any objection should be communicated to the Secretary-General within 90 days from the date of this notification, i.e., no later than 30 January 2012.

1 November 2011



¹ Refer to depositary notification C.N.356.2011.TREATIES-26 of 17 June 2011 (Corrections to the original text of the Protocol (French version) and to the certified true copies).

Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned. Depositary notifications are issued in electronic format only. Depositary notifications are made available to the Permanent Missions to the United Nations in the United Nations Treaty Collection on the Internet at <http://treaties.un.org>, under "Depositary Notifications (CNs)". In addition, the Permanent Missions, as well as other interested individuals, can subscribe to receive depositary notifications by e-mail through the Treaty Section's "Automated Subscription Services", which is also available at <http://treaties.un.org>.

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POSTAL ADDRESS—ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

Reference: C.N.53.2012.TREATIES-88 (Depositary Notification)

NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE
FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR
UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY

NAGOYA, 29 OCTOBER 2010

CORRECTIONS TO THE ORIGINAL TEXT OF THE PROTOCOL (FRENCH VERSION) AND TO
THE CERTIFIED TRUE COPIES¹

The Secretary-General of the United Nations, acting in his capacity as depositary,
communicates the following:

By 30 January 2012, the date on which the period specified for the notification of objection to the proposed corrections expired, no objection had been notified to the Secretary-General. Consequently, the Secretary-General has effected the required corrections to the original text of the Protocol (French version) and to the certified true copies that were circulated by depositary notification C.N.783.2010.TREATIES-2 of 14 December 2010 (reissued on 30 March 2011) and corrected by Procès-verbal of 17 June 2011.

..... The Procès-verbal of rectification is transmitted herewith.

31 January 2012



¹ Refer to depositary notification C.N.711.2011.TREATIES-70 of 1 November 2011 (Proposal of corrections to the original text of the Protocol (French version) and to the certified true copies).

Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned. Depositary notifications are issued in electronic format only. Depositary notifications are made available to the Permanent Missions to the United Nations in the United Nations Treaty Collection on the Internet at <http://treaties.un.org>, under "Depositary Notifications (CNs)". In addition, the Permanent Missions, as well as other interested individuals, can subscribe to receive depositary notifications by e-mail through the Treaty Section's "Automated Subscription Services", which is also available at <http://treaties.un.org>.



NAGOYA PROTOCOL ON ACCESS TO GENETIC RESOURCES AND THE FAIR AND EQUITABLE SHARING OF BENEFITS ARISING FROM THEIR UTILIZATION TO THE CONVENTION ON BIOLOGICAL DIVERSITY,
ADOPTED AT NAGOYA ON 29 OCTOBER 2010

PROTOCOLE DE NAGOYA SUR L'ACCÈS AUX RESSOURCES GÉNÉTIQUES ET LE PARTAGE JUSTE ET ÉQUITABLE DES AVANTAGES DÉCOULANT DE LEUR UTILISATION RELATIF À LA CONVENTION SUR LA DIVERSITÉ BIOLOGIQUE,
ADOPTÉ À NAGOYA LE 29 OCTOBRE 2010

PROCÈS-VERBAL OF RECTIFICATION
OF THE ORIGINAL OF THE PROTOCOL

PROCÈS-VERBAL DE RECTIFICATION
DE L'ORIGINAL DU PROTOCOLE

THE SECRETARY-GENERAL OF THE UNITED NATIONS, acting in his capacity as depositary of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity, adopted at Nagoya on 29 October 2010 (Protocol),

LE SECRÉTAIRE GÉNÉRAL DE L'ORGANISATION DES NATIONS UNIES, agissant en sa qualité de dépositaire du Protocole de Nagoya sur l'accès aux ressources génétiques et le partage juste et équitable des avantages découlant de leur utilisation relatif à la Convention sur la diversité biologique, adopté à Nagoya le 29 octobre 2010 (Protocole),

WHEREAS it appears that various articles of the original text of the Protocol (French version) contain errors,

CONSIDÉRANT que plusieurs articles du texte original du Protocole (version française) contiennent des erreurs,

WHEREAS the corresponding proposed corrections have been communicated to all interested States by depositary notification C.N.711.2011.TREATIES-70 of 1 November 2011,

CONSIDÉRANT que les propositions de corrections correspondantes ont été communiquées à tous les États intéressés par la notification dépositaire C.N.711.2011.TREATIES-70 en date du 1^{er} novembre 2011,

WHEREAS by 30 January 2012, the date on which the period specified for the notification of objections to the proposed corrections expired, no objection had been notified,

CONSIDÉRANT qu'au 30 janvier 2012, date à laquelle le délai spécifié pour la notification des objections aux corrections proposées a expiré, aucune objection n'a été notifiée,

HAS CAUSED the corrections as indicated in the annex to this Procès-verbal to be effected in the original text of the said Protocol, which corrections also apply to the certified true copies of the Protocol, established on 14 December 2010 (reissued on 30 March 2011) and corrected by Procès-verbal of 17 June 2011.


A FAIT PROCÉDER dans le texte original dudit Protocole aux corrections indiquées en annexe au présent procès-verbal, lesquelles s'appliquent également aux exemplaires certifiés conformes du Protocole, établis le 14 décembre 2010 (rediffusés le 30 mars 2011) et corrigés par procès-verbal du 17 juin 2011.

IN WITNESS WHEREOF, I,
Patricia O'Brien, Under-Secretary-General, the Legal Counsel, have signed this Procès-verbal.

EN FOI DE QUOI, Nous,
Patricia O'Brien, Secrétaire général adjoint, Conseiller juridique, avons signé le présent procès-verbal.

Done at the Headquarters of the United Nations, New York, on 31 January 2012.

Fait au Siège de l'Organisation des Nations Unies, à New York, le 31 janvier 2012.


Patricia O'Brien

C.N.53.2012.TREATIES-88 (Annex/Annexe)

Référence	Version française	Corrections
Préambule, 2^{ème} considérant	[...] <i>reconnaissant</i> que le Protocole poursuit la réalisation de cet objectif [...]	[...] <i>reconnaissant</i> que le présent Protocole poursuit la réalisation de cet objectif [...]
Préambule, 22^{ème} considérant	[...] la conservation de la diversité biologique et de l'utilisation durable de ses éléments constitutifs [...]	[...] la conservation de la diversité biologique et l'utilisation durable de ses éléments constitutifs [...]
ART 3, ligne 3	[...] Le Protocole s'applique également aux connaissances traditionnelles [...]	[...] Le présent Protocole s'applique également aux connaissances traditionnelles [...]
ART 4.1	[...] et d'autres accords internationaux.	[...] et d'autres instruments internationaux.
ART 4.3	[...] sont dûment pris en compte [...]	[...] devraient être dûment pris en compte [...]
ART 5.2	[...] conformément au droit interne relatif [...] aux droits des dites communautés sur ces ressources, sont partagés [...]	[...] conformément à la législation interne relative [...] aux droits établis des dites communautés sur ces ressources sont partagés [...]
ART 5.3	[...] les mesures législatives, administratives ou de politique générale nécessaires pour appliquer le paragraphe 1.	[...] les mesures législatives, administratives ou de politique générale, selon qu'il convient , pour appliquer le paragraphe 1.
ART 6.2	Conformément à sa législation interne [...] l'accord et la participation des communautés autochtones et locales est obtenue pour l'accès aux ressources génétiques [...]	Conformément à son droit interne [...] l'accord et la participation des communautés autochtones et locales sont obtenus pour l'accès aux ressources génétiques [...]
ART 6.3 d)	Prévoir une décision écrite d'une autorité nationale, qui soit rendue [...]	Prévoir une décision écrite d'une autorité nationale compétente , qui soit rendue [...]

Référence	Version française	Corrections
ART 7	Conformément à sa législation , chaque Partie prend, selon qu'il convient, les mesures appropriées pour faire en sorte que l'accès aux connaissances [...] autochtones et locales, et que des conditions convenues [...] ont été établies.	Conformément à son droit interne, chaque Partie prend, selon qu'il convient, les mesures appropriées pour faire en sorte que l'accès aux connaissances soit [...] autochtones et locales, et que des conditions convenues [...] soient établies.
ART 11.2	[...] l'objectif du Protocole.	[...] l'objectif du présent Protocole.
ART 12.3 c)	Clauses contractuelles type pour le partage des avantages [...]	Clauses contractuelles types pour le partage des avantages [...]
ART 13.1 a)	[...] et sur l'obligation d'établir des conditions convenues d'un commun accord [...]	[...] et sur l'établissement de conditions convenues d'un commun accord [...]
ART 13.1 b)	[...] l'approbation et la participation [...] des communautés autochtones [...] et sur l'obligation d'établir des conditions convenues d'un commun accord [...]	[...] l'accord et la participation [...] des communautés autochtones [...] et sur l'établissement de conditions convenues d'un commun accord [...]
ART 14.1	[...] l'application du Protocole [...]	[...] l'application du présent Protocole [...]
ART 14.2, ligne 5	[...] Parties au Protocole.	[...] Parties au présent Protocole.
ART 14.2 a)	Les mesures législatives, administratives et de politique [...]	Les mesures législatives, administratives et de politique générale [...]
ART 14.3 b)	Les clauses contractuelles type ;	Les clauses contractuelles types ;
ART 14.4	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 15.1	Chaque Partie prend des mesures législatives, administratives ou de politique générale appropriées, efficaces et proportionnées afin de garantir que les ressources génétiques utilisées sous sa juridiction ont été soumises au consentement préalable [...]	Chaque Partie prend des mesures législatives, administratives ou de politique générale appropriées, efficaces et proportionnées afin de garantir que l'accès aux ressources génétiques utilisées sous sa juridiction a fait l'objet d'un consentement préalable [...]

Référence	Version française	Corrections
ART 15.3	[...] en cas de violation des dispositions législatives ou réglementaires internes relatives à l'accès et au partage [...]	[...] en cas de violation présumée des dispositions législatives ou réglementaires internes relatives à l'accès et au partage [...]
ART 17.1 a) ii)	Chaque Partie prend des mesures appropriées, efficaces et proportionnées nécessaires pour traiter les cas de non-respect;	Chaque Partie prend des mesures appropriées, efficaces et proportionnées pour traiter les situations de non-respect;
ART 17.1 a) iii)	[...] c entre d'échange sur l'accès et le partage des avantages [...]	[...] C entre d'échange sur l'accès et le partage des avantages [...]
ART 17.1 a) iv)	Les points de contrôle doivent être opérationnels et leurs fonctions doivent correspondre à l'application des dispositions du présent alinéa a). Ils doivent être en lien avec l'utilisation des ressources génétiques ou à la collecte d'informations pertinentes [...]	Les points de contrôle doivent être opérationnels et leurs fonctions devraient correspondre à l'application des dispositions du présent alinéa a). Ils devraient être en lien avec l'utilisation des ressources génétiques ou avec la collecte d'informations pertinentes [...]
ART 17.4 e)	[...] le consentement préalable a été donné;	[...] le consentement préalable en connaissance de cause a été donné;
ART 17.4 f)	Le sujet ou les ressources génétiques couverts par le certificat;	Le sujet ou les ressources génétiques auxquels se rapporte le certificat;
ART 18.1 a)	La juridiction à laquelle elles soumettront les procédures de règlement des différends;	La juridiction à laquelle ils soumettront les procédures de règlement des différends;
ART 18.4	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 19 (titre)	Clauses contractuelles type	Clauses contractuelles types
ART 19.1	[...] l'utilisation de clauses contractuelles type sectorielles et intersectorielles [...]	[...] l'utilisation de clauses contractuelles types sectorielles et intersectorielles [...]
ART 19.2	[...] réunion des Parties au Protocole examine périodiquement l'utilisation des clauses contractuelles type sectorielles et intersectorielles.	[...] réunion des Parties au présent Protocole examine périodiquement l'utilisation des clauses contractuelles types sectorielles et intersectorielles.

Référence	Version française	Corrections
ART 20.2	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 21 a)	La promotion du Protocole [...]	La promotion du présent Protocole [...]
ART 22.1	[...] la mise en œuvre effective du Protocole [...]	[...] l'application effective du présent Protocole [...]
ART 22.3	[...] identifient leurs besoins [...] soutiennent les besoins [...]	[...] devraient identifier leurs besoins [...] devraient soutenir les besoins [...]
ART 22.4	Pour favoriser la mise en œuvre du Protocole, la création et le renforcement des capacités pourrait viser notamment les domaines essentiels suivants [...]	Pour favoriser l'application du présent Protocole, la création et le renforcement des capacités pourraient viser notamment les domaines essentiels suivants [...]
ART 22.4 a)	[...] le Protocole [...]	[...] le présent Protocole [...]
ART 22.5 b)	La promotion de l'équité et de la justice, par exemple par la formation [...]	La promotion de l'équité et de la justice dans les négociations , par exemple par la formation [...]
ART 22.5 f)	La bioprospection, recherche associée et études taxonomiques;	La bioprospection, la recherche associée et les études taxonomiques;
ART 22.6	[...] doivent être communiquées [...]	[...] devraient être communiquées [...]
ART 23	[...] sur le territoire et avec la participation de la Partie ou des Parties fournissant les ressources génétiques qui sont les pays d'origine de ces ressources, ou d'une ou plusieurs Parties qui ont acquis lesdites ressources conformément à la Convention.	[...] sur le territoire et avec la participation de la Partie ou des Parties fournissant les ressources génétiques, qui sont les pays d'origine de ces ressources ou des Parties qui les ont acquises conformément à la Convention.
ART 24	[...] le Protocole [...]	[...] le présent Protocole [...]
ART 25.1	[...] l'application du Protocole [...]	[...] l'application du présent Protocole [...]
ART 25.2	[...] le mécanisme de financement du Protocole.	[...] le mécanisme de financement du présent Protocole.
ART 25.3	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]

Référence	Version française	Corrections
ART 25.4	[...] l'application du Protocole.	[...] l'application du présent Protocole.
ART 25.5	[...] celles qui ont été approuvées avant l'adoption du Protocole, s'appliquent, mutatis mutandis [...]	[...] celles qui ont été approuvées avant l'adoption du présent Protocole, s'appliquent, mutatis mutandis [...]
ART 25.6	[...] l'application des dispositions du Protocole, par des voies bilatérales, région aux et multilatér aux [...]	[...] l'application des dispositions du présent Protocole, par des voies bilatérales, région ales et multilatér ales [...]
ART 26, titre	[...] PARTIES AU PROTOCOLE	[...] PARTIES AU PRÉSENT PROTOCOLE
ART 26.1	[...] Parties au Protocole.	[...] Parties au présent Protocole.
ART 26.2	Les Parties à la Convention qui ne sont pas Parties au Protocole peuvent participer en qualité d'observateur aux travaux de toute réunion de la Conférence des Parties siégeant en tant que Réunion des Parties au Protocole. Lorsque la Conférence des Parties siège en tant que réunion des Parties au Protocole, les décisions qui sont prises en vertu du Protocole le sont seulement par les Parties au Protocole.	Les Parties à la Convention qui ne sont pas Parties au présent Protocole peuvent participer en qualité d'observateur aux travaux de toute réunion de la Conférence des Parties siégeant en tant que Réunion des Parties au présent Protocole. Lorsque la Conférence des Parties siège en tant que réunion des Parties au présent Protocole, les décisions qui sont prises en vertu du présent Protocole le sont seulement par les Parties au présent Protocole.
ART 26.3	Lorsque la Conférence des Parties siège en tant que réunion des Parties au Protocole, tout membre du Bureau de la Conférence des Parties représentant une Partie à la Convention qui n'est pas encore Partie au Protocole est remplacé par un nouveau membre qui est élu par les Parties au Protocole parmi elles.	Lorsque la Conférence des Parties siège en tant que réunion des Parties au présent Protocole, tout membre du Bureau de la Conférence des Parties représentant une Partie à la Convention qui n'est pas Partie au présent Protocole à ce moment-là est remplacé par un nouveau membre qui est élu par les Parties au présent Protocole parmi elles.
ART 26.4	La Conférence des Parties siégeant en tant que réunion des Parties au Protocole suit régulièrement l'application du Protocole [...]. Elle s'acquitte des fonctions qui lui sont assignées par le Protocole [...]	La Conférence des Parties siégeant en tant que réunion des Parties au présent Protocole suit régulièrement l'application du présent Protocole [...]. Elle s'acquitte des fonctions qui lui sont assignées par le présent Protocole [...]

Référence	Version française	Corrections
ART 26.4 a)	[...] l'application du Protocole;	[...] l'application du présent Protocole;
ART 26.4 b)	[...] le Protocole;	[...] le présent Protocole;
ART 26.4 f)	[...] l'application du Protocole.	[...] l'application du présent Protocole.
ART 26.5	[...] les règles de gestion financière de la Convention s'appliquent <i>mutatis mutandis</i> au Protocole, à moins que la Conférence des Parties siégeant en tant que réunion des Parties au Protocole n'en décide autrement par consensus.	[...] les règles de gestion financière de la Convention s'appliquent <i>mutatis mutandis</i> au présent Protocole, à moins que la Conférence des Parties siégeant en tant que réunion des Parties au présent Protocole n'en décide autrement par consensus.
ART 26.6, ligne 2	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.6, ligne 4	[...] la date d'entrée en vigueur du Protocole. [...]	[...] la date d'entrée en vigueur du présent Protocole. [...]
ART 26.6, ligne 6	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.6, ligne 8	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.7, ligne 2	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.7, ligne 3	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.8, ligne 6	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 26.8, ligne 10	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 27.1	[...] fonctions au titre du Protocole [...]	[...] fonctions au titre du présent Protocole [...]
ART 27.2	[...] peuvent participer, en qualité d'observateur, aux travaux de toute réunion d'un organe subsidiaire du Protocole . Lorsqu'un organe subsidiaire de la Convention agit en tant qu'organe subsidiaire du Protocole, les décisions relevant du présent Protocole sont prises uniquement par les Parties au Protocole.	[...] peuvent participer, en qualité d'observateur, aux travaux de toute réunion d'un tel organe subsidiaire. Lorsqu'un organe subsidiaire de la Convention agit en tant qu'organe subsidiaire du présent Protocole, les décisions relevant du présent Protocole sont prises uniquement par les Parties au présent Protocole.

Référence	Version française	Corrections
ART 27.3	[...] une Partie à la Convention qui n'est pas encore Partie au Protocole est remplacé par un nouveau membre qui est élu par les Parties au Protocole parmi elles.	[...] une Partie à la Convention qui n'est pas Partie au présent Protocole à ce moment-là est remplacé par un nouveau membre qui est élu par les Parties au présent Protocole parmi elles.
ART 28.3	Pour autant qu'ils sont distincts, les coûts des services de secrétariat afférents au présent Protocole sont pris en charge par les Parties au Protocole. La Conférence des Parties siégeant en tant que réunion des Parties au Protocole prend, à sa première réunion, les dispositions financières nécessaires à cet effet.	Pour autant qu'ils sont distincts, les coûts des services de secrétariat afférents au présent Protocole sont pris en charge par les Parties au présent Protocole. La Conférence des Parties siégeant en tant que réunion des Parties au présent Protocole prend, à sa première réunion, les dispositions financières nécessaires à cet effet.
ART 29	[...] à des intervalles réguliers décidés par la Conférence des Parties siégeant en tant que réunion des Parties au Protocole, fait rapport à la Conférence des Parties siégeant en tant que réunion des Parties au Protocole sur les mesures qu'elle a prises pour en appliquer les dispositions.	[...] à des intervalles réguliers et sous la forme décidés par la Conférence des Parties siégeant en tant que réunion des Parties au présent Protocole, fait rapport à la Conférence des Parties siégeant en tant que réunion des Parties au présent Protocole sur les mesures qu'elle a prises pour en appliquer les dispositions.
ART 30, ligne 1	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 30, ligne 4	[...] dispositions du Protocole [...]	[...] dispositions du présent Protocole [...]
ART 31, ligne 1	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 31, ligne 2	[...] l'entrée en vigueur du Protocole [...]	[...] l'entrée en vigueur du présent Protocole [...]
ART 31, ligne 4	[...] Parties au Protocole [...]	[...] Parties au présent Protocole [...]
ART 33.2	[...] après le dépôt du cinquantième instrument de ratification ainsi qu'il est mentionné au paragraphe 1 ci-dessus [...] par cet État ou cette organisation d'intégration économique [...]	[...] après le dépôt du cinquantième instrument ainsi qu'il est mentionné au paragraphe 1 ci-dessus [...] par cet État ou cette organisation régionale d'intégration économique [...]

Référence	Version française	Corrections
Paragraphe 1 de l'Annexe	Les avantages monétaires pourraient comprendre [...]	Les avantages monétaires peuvent comprendre [...]
L'alinéa e) du paragraphe 2 de l'Annexe	ex situ	<i>ex situ</i>

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CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

Reference: C.N.69.2011.TREATIES-2 (Depositary Notification)

NAGOYA - KUALA LUMPUR SUPPLEMENTARY PROTOCOL ON LIABILITY
AND REDRESS TO THE CARTAGENA PROTOCOL ON BIOSAFETY

NAGOYA, 15 OCTOBER 2010

ISSUANCE OF CERTIFIED TRUE COPIES

..... The Secretary-General of the United Nations, acting in his capacity as depositary and with reference to depositary notification C.N.68.2011.TREATIES-1 of 14 February 2011, announcing the opening for signature of the above Supplementary Protocol, has the honour to transmit herewith two certified true copies of the Protocol.

The Secretary-General takes this opportunity to call the attention of the competent authorities to the fact that certified true copies are established specifically for the purpose of enabling the Governments concerned to complete the internal legislative procedures required for ratification, acceptance, approval or accession on the international level. For budgetary reasons, certified true copies are printed in limited numbers, and it is expected that any additional copies that may be required could be reproduced by the authorities concerned themselves on the basis of the two copies accompanying the present notification. Electronic copies are also available on the United Nations Treaty collection website at the following address: <http://treaties.un.org>.

14 February 2011



Attention: Treaty Services of Ministries of Foreign Affairs and of international organizations concerned. Depositary notifications are issued in electronic format only. Depositary notifications are made available to the Permanent Missions to the United Nations in the United Nations Treaty Collection on the Internet at <http://treaties.un.org>, under "Depositary Notifications (CNs)". In addition, the Permanent Missions, as well as other interested individuals, can subscribe to receive depositary notifications by e-mail through the Treaty Section's "Automated Subscription Services", which is also available at <http://treaties.un.org>.

**NAGOYA — KUALA LUMPUR SUPPLEMENTARY PROTOCOL
ON LIABILITY AND REDRESS TO THE CARTAGENA
PROTOCOL ON BIOSAFETY**



UNITED NATIONS
2010

NAGOYA — KUALA LUMPUR SUPPLEMENTARY PROTOCOL
ON LIABILITY AND REDRESS TO THE CARTAGENA
PROTOCOL ON BIOSAFETY

The Parties to this Supplementary Protocol,

Being Parties to the Cartagena Protocol on Biosafety to the Convention on Biological Diversity, hereinafter referred to as “the Protocol”,

Taking into account Principle 13 of the Rio Declaration on Environment and Development,

Reaffirming the precautionary approach contained in Principle 15 of the Rio Declaration on Environment and Development,

Recognizing the need to provide for appropriate response measures where there is damage or sufficient likelihood of damage, consistent with the Protocol,

Recalling Article 27 of the Protocol,

Have agreed as follows:

Article
1
OBJECTIVE

The objective of this Supplementary Protocol is to contribute to the conservation and sustainable use of biological diversity, taking also into account risks to human health, by providing international rules and procedures in the field of liability and redress relating to living modified organisms.

Article
2
USE OF TERMS

1. The terms used in Article 2 of the Convention on Biological Diversity, hereinafter referred to as “the Convention”, and Article 3 of the Protocol shall apply to this Supplementary Protocol.

2. In addition, for the purposes of this Supplementary Protocol:

(a) “Conference of the Parties serving as the meeting of the Parties to the Protocol” means the Conference of the Parties to the Convention serving as the meeting of the Parties to the Protocol;

(b) “Damage” means an adverse effect on the conservation and sustainable use of biological diversity, taking also into account risks to human health, that:

(i) Is measurable or otherwise observable taking into account, wherever available, scientifically-established baselines recognized by a competent authority that takes into account any other human induced variation and natural variation; and

(ii) Is significant as set out in paragraph 3 below;

(c) “Operator” means any person in direct or indirect control of the living modified organism which could, as appropriate and as determined by domestic law, include, *inter alia*, the permit holder, person who placed the living modified organism on the market, developer, producer, notifier, exporter, importer, carrier or supplier;

(d) “Response measures” means reasonable actions to:

(i) Prevent, minimize, contain, mitigate, or otherwise avoid damage, as appropriate;

(ii) Restore biological diversity through actions to be undertaken in the following order of preference:

a. Restoration of biological diversity to the condition that existed before the damage occurred, or its nearest equivalent; and where the competent authority determines this is not possible;

b. Restoration by, *inter alia*, replacing the loss of biological diversity with other components of biological diversity for the same, or for another type of use either at the same or, as appropriate, at an alternative location.

3. A "significant" adverse effect is to be determined on the basis of factors, such as:

(a) The long-term or permanent change, to be understood as change that will not be redressed through natural recovery within a reasonable period of time;

(b) The extent of the qualitative or quantitative changes that adversely affect the components of biological diversity;

(c) The reduction of the ability of components of biological diversity to provide goods and services;

(d) The extent of any adverse effects on human health in the context of the Protocol.

Article
3
SCOPE

1. This Supplementary Protocol applies to damage resulting from living modified organisms which find their origin in a transboundary movement. The living modified organisms referred to are those:

(a) Intended for direct use as food or feed, or for processing;

(b) Destined for contained use;

(c) Intended for intentional introduction into the environment.

2. With respect to intentional transboundary movements, this Supplementary Protocol applies to damage resulting from any authorized use of the living modified organisms referred to in paragraph 1 above.

3. This Supplementary Protocol also applies to damage resulting from unintentional transboundary movements as referred to in Article 17 of the Protocol as well as damage resulting from illegal transboundary movements as referred to in Article 25 of the Protocol.

4. This Supplementary Protocol applies to damage resulting from a transboundary movement of living modified organisms that started after the entry into force of this Supplementary Protocol for the Party into whose jurisdiction the transboundary movement was made.

5. This Supplementary Protocol applies to damage that occurred in areas within the limits of the national jurisdiction of Parties.

6. Parties may use criteria set out in their domestic law to address damage that occurs within the limits of their national jurisdiction.

7. Domestic law implementing this Supplementary Protocol shall also apply to damage resulting from transboundary movements of living modified organisms from non-Parties.

Article
4
CAUSATION

A causal link shall be established between the damage and the living modified organism in question in accordance with domestic law.

Article
5
RESPONSE MEASURES

1. Parties shall require the appropriate operator or operators, in the event of damage, subject to any requirements of the competent authority, to:

- (a) Immediately inform the competent authority;
- (b) Evaluate the damage; and
- (c) Take appropriate response measures.

2. The competent authority shall:

- (a) Identify the operator which has caused the damage;
- (b) Evaluate the damage; and
- (c) Determine which response measures should be taken by the operator.

3. Where relevant information, including available scientific information or information available in the Biosafety Clearing-House, indicates that there is a sufficient likelihood that damage will result if timely response measures are not taken, the operator shall be required to take appropriate response measures so as to avoid such damage.

4. The competent authority may implement appropriate response measures, including, in particular, when the operator has failed to do so.
5. The competent authority has the right to recover from the operator the costs and expenses of, and incidental to, the evaluation of the damage and the implementation of any such appropriate response measures. Parties may provide, in their domestic law, for other situations in which the operator may not be required to bear the costs and expenses.
6. Decisions of the competent authority requiring the operator to take response measures should be reasoned. Such decisions should be notified to the operator. Domestic law shall provide for remedies, including the opportunity for administrative or judicial review of such decisions. The competent authority shall, in accordance with domestic law, also inform the operator of the available remedies. Recourse to such remedies shall not impede the competent authority from taking response measures in appropriate circumstances, unless otherwise provided by domestic law.
7. In implementing this Article and with a view to defining the specific response measures to be required or taken by the competent authority, Parties may, as appropriate, assess whether response measures are already addressed by their domestic law on civil liability.
8. Response measures shall be implemented in accordance with domestic law.

Article

6

EXEMPTIONS

1. Parties may provide, in their domestic law, for the following exemptions:
 - (a) Act of God or *force majeure*; and
 - (b) Act of war or civil unrest.
2. Parties may provide, in their domestic law, for any other exemptions or mitigations as they may deem fit.

Article
7
TIME LIMITS

Parties may provide, in their domestic law, for:

- (a) Relative and/or absolute time limits including for actions related to response measures; and
- (b) The commencement of the period to which a time limit applies.

Article
8
FINANCIAL LIMITS

Parties may provide, in their domestic law, for financial limits for the recovery of costs and expenses related to response measures.

Article
9
RIGHT OF RECOURSE

This Supplementary Protocol shall not limit or restrict any right of recourse or indemnity that an operator may have against any other person.

Article
10
FINANCIAL SECURITY

1. Parties retain the right to provide, in their domestic law, for financial security.
2. Parties shall exercise the right referred to in paragraph 1 above in a manner consistent with their rights and obligations under international law, taking into account the final three preambular paragraphs of the Protocol.
3. The first meeting of the Conference of the Parties serving as the meeting of the Parties to the Protocol after the entry into force of the Supplementary Protocol shall request the Secretariat to undertake a comprehensive study which shall address, *inter alia*:

- (a) The modalities of financial security mechanisms;

(b) An assessment of the environmental, economic and social impacts of such mechanisms, in particular on developing countries; and

(c) An identification of the appropriate entities to provide financial security.

Article

11

**RESPONSIBILITY OF STATES FOR INTERNATIONALLY
WRONGFUL ACTS**

This Supplementary Protocol shall not affect the rights and obligations of States under the rules of general international law with respect to the responsibility of States for internationally wrongful acts.

Article

12

IMPLEMENTATION AND RELATION TO CIVIL LIABILITY

1. Parties shall provide, in their domestic law, for rules and procedures that address damage. To implement this obligation, Parties shall provide for response measures in accordance with this Supplementary Protocol and may, as appropriate:

(a) Apply their existing domestic law, including, where applicable, general rules and procedures on civil liability;

(b) Apply or develop civil liability rules and procedures specifically for this purpose; or

(c) Apply or develop a combination of both.

2. Parties shall, with the aim of providing adequate rules and procedures in their domestic law on civil liability for material or personal damage associated with the damage as defined in Article 2, paragraph 2 (b):

(a) Continue to apply their existing general law on civil liability;

(b) Develop and apply or continue to apply civil liability law specifically for that purpose; or

(c) Develop and apply or continue to apply a combination of both.

3. When developing civil liability law as referred to in subparagraphs (b) or (c) of paragraphs 1 or 2 above, Parties shall, as appropriate, address, *inter alia*, the following elements:

- (a) Damage;
- (b) Standard of liability, including strict or fault-based liability;
- (c) Channelling of liability, where appropriate;
- (d) Right to bring claims.

Article

13

ASSESSMENT AND REVIEW

The Conference of the Parties serving as the meeting of the Parties to the Protocol shall undertake a review of the effectiveness of this Supplementary Protocol five years after its entry into force and every five years thereafter, provided information requiring such a review has been made available by Parties. The review shall be undertaken in the context of the assessment and review of the Protocol as specified in Article 35 of the Protocol, unless otherwise decided by the Parties to this Supplementary Protocol. The first review shall include a review of the effectiveness of Articles 10 and 12.

Article

14

**CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF
THE PARTIES TO THE PROTOCOL**

1. Subject to paragraph 2 of Article 32 of the Convention, the Conference of the Parties serving as the meeting of the Parties to the Protocol shall serve as the meeting of the Parties to this Supplementary Protocol.

2. The Conference of the Parties serving as the meeting of the Parties to the Protocol shall keep under regular review the implementation of this Supplementary Protocol and shall make, within its mandate, the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Supplementary Protocol and, *mutatis mutandis*, the functions assigned to it by paragraphs 4 (a) and (f) of Article 29 of the Protocol.

Article
15
SECRETARIAT

The Secretariat established by Article 24 of the Convention shall serve as the secretariat to this Supplementary Protocol.

Article
16
RELATIONSHIP WITH THE CONVENTION AND THE PROTOCOL

1. This Supplementary Protocol shall supplement the Protocol and shall neither modify nor amend the Protocol.
2. This Supplementary Protocol shall not affect the rights and obligations of the Parties to this Supplementary Protocol under the Convention and the Protocol.
3. Except as otherwise provided in this Supplementary Protocol, the provisions of the Convention and the Protocol shall apply, *mutatis mutandis*, to this Supplementary Protocol.
4. Without prejudice to paragraph 3 above, this Supplementary Protocol shall not affect the rights and obligations of a Party under international law.

Article
17
SIGNATURE

This Supplementary Protocol shall be open for signature by Parties to the Protocol at the United Nations Headquarters in New York from 7 March 2011 to 6 March 2012.

Article
18
ENTRY INTO FORCE

1. This Supplementary Protocol shall enter into force on the ninetieth day after the date of deposit of the fortieth instrument of ratification, acceptance, approval or accession by States or regional economic integration organizations that are Parties to the Protocol.
2. This Supplementary Protocol shall enter into force for a State or regional economic integration organization that ratifies, accepts or approves it or accedes thereto after the deposit of the fortieth instrument as referred to in

paragraph 1 above, on the ninetieth day after the date on which that State or regional economic integration organization deposits its instrument of ratification, acceptance, approval, or accession, or on the date on which the Protocol enters into force for that State or regional economic integration organization, whichever shall be the later.

3. For the purposes of paragraphs 1 and 2 above, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.

Article
19
RESERVATIONS

No reservations may be made to this Supplementary Protocol.

Article
20
WITHDRAWAL

1. At any time after two years from the date on which this Supplementary Protocol has entered into force for a Party, that Party may withdraw from this Supplementary Protocol by giving written notification to the Depositary.

2. Any such withdrawal shall take place upon expiry of one year after the date of its receipt by the Depositary, or on such later date as may be specified in the notification of the withdrawal.

3. Any Party which withdraws from the Protocol in accordance with Article 39 of the Protocol shall be considered as also having withdrawn from this Supplementary Protocol.

Article
21
AUTHENTIC TEXTS

The original of this Supplementary Protocol, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Supplementary Protocol.

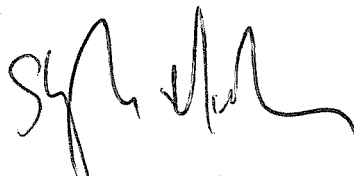
DONE at Nagoya on this fifteenth day of October two thousand and ten.

I hereby certify that the foregoing text is a true copy of the Nagoya – Kuala Lumpur Supplementary Protocol on Liability and Redress to the Cartagena Protocol on Biosafety, done at Nagoya on 15 October 2010, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est une copie conforme du Protocole additionnel de Nagoya - Kuala Lumpur sur la responsabilité et la réparation relatif au Protocole de Cartagena sur la prévention des risques biotechnologiques, fait à Nagoya le 15 octobre 2010, dont l'original se trouve déposé auprès du Secrétaire général des Nations Unies.

For the Assistant Secretary-General,
in charge of the Office of
Legal Affairs

Pour le Sous-Secrétaire général,
chargé du Bureau des
affaires juridiques



Stephen Mathias

United Nations
New York, 17 February 2011

Organisation des Nations Unies
New York, le 17 février 2011

Reference: C.N.751.2017.TREATIES-XXVII.8.c (Depositary Notification)

NAGOYA - KUALA LUMPUR SUPPLEMENTARY PROTOCOL ON LIABILITY
AND REDRESS TO THE CARTAGENA PROTOCOL ON BIOSAFETY

NAGOYA, 15 OCTOBER 2010

ENTRY INTO FORCE

The Secretary-General of the United Nations, acting in his capacity as depositary,
communicates the following:

On 5 December 2017, the conditions for the entry into force of the above-mentioned
Supplementary Protocol were met. Accordingly, the Supplementary Protocol will enter into force on
5 March 2018 in accordance with its article 18 (1) which reads as follows:

“This Supplementary Protocol shall enter into force on the ninetieth day after the date of
deposit of the fortieth instrument of ratification, acceptance, approval or accession by States or regional
economic integration organizations that are Parties to the Protocol.”

5 December 2017

