

STOP PLANT TREATY TAKING THEM ALL

Rome, 1 April 2025

Inequitable Amendment Proposals to Plant Treaty Should Be Rejected

Civil society letter to the developing country Parties to the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA, otherwise known as the Plant Treaty)

Your Excellencies,

We, the undersigned civil society organizations, alongside farmers' groups, indigenous peoples, and local communities, write to express our deep concern over the ongoing negotiations of the Ad Hoc Open-Ended Working Group to Enhance the Functioning of the Multilateral System (MLS) under the Plant Treaty, particularly the Co-chairs' proposals to amend the International Treaty for Plant Genetic Resources for Food and Agriculture, and its Standard Material Transfer Agreement (SMTA) contained in document IT/OWG-EFMLS-13/25/4.1.

The Working Group's mandate was renewed at the 9th Governing Body meeting in 2022 (after being suspended in 2019 following eight unsuccessful years of negotiations). Instead of revamping the proposals to build a better MLS and consensus among Parties, the Working Group sought to begin the work from where it failed, i.e. a 2019 package of measures, and allowed the Co-chairs to make proposals based on the same. **The 2019 package was already imbalanced and discriminatory against developing country interests and the current Co-chairs' proposals make it even more problematic.**

The Co-chairs' proposals are seriously problematic as they fundamentally alter the Treaty's structure by expanding the scope of MLS to "all Plant Genetic Resources for Food and Agriculture (PGRFA)", while reducing transparency and accountability. Some of the proposed elements actively facilitate biopiracy of PGRFA shared under the MLS. Notably, the proposed amendment to Annex 1 effectively removes limitations in the scope of the MLS, allowing any plant species to fall under the MLS, if a trait or gene from those species potentially benefits food crop or forage breeding. This could even include non-edible plants like Teak or Chinese happy tree and rare species endemic to certain countries such as *Musa textilis*, *Welwitschia*, or Bamboo Orchid, **compelling States to provide access to all plant resources under the SMTA – while this is not the purpose or intent of the original treaty drafters.**

Currently, only 35 food crops and 29 forages are listed in Annex 1. There are currently at least 350,000 known plant species, of which 30,000 are considered edible and 7,000 are cultivated. If the proposed amendments are adopted, any or all of these species could be considered as included in the MLS – if someone claims it has potential value for food and

agriculture. Further, thousands of species are discovered each year. Thus, the scope of the MLS as well as availability of plant species and PGRFA accession will be ever increasing, should the amendment of Annex 1 be adopted. There is a one-time opportunity given to the Parties to make reservations against a certain limited number of species, exceptionally, at the time of ratification of the amendment. However, **this opportunity is neither an effective safeguard nor practical – each party has to evaluate entire plant species in their territory and then hand pick a limited number of species that will not be shared through MLS.**

Unconscionably, the proposed amendments are not accompanied by other amendments to the treaty that will ensure legal certainty of benefit sharing. It is doubtful whether the proposals made by the Co-chairs could even, at the bare minimum, address the current lack of user-based payment to the Benefit-sharing Fund established under the Treaty. Benefits are meant to be shared fairly and equitably, and flow primarily to farmers in all countries, especially in developing countries, and countries with economies in transition. It is farmers who have conserved and sustainably used PGRFA that is the basis of food and agriculture, and their rights are enshrined in the Treaty.

It must be noted that the **proposal to expand the Annex is inconsistent with the basic structure of the Plant Treaty and the MLS.** The preamble to the Plant Treaty clearly refers to the MLS as a system for Access and Benefit Sharing (ABS) for a “negotiated selection of PGRFA”. Article 1 also maintains that the objectives of the Treaty are to be in harmony with the Convention on Biological Diversity (CBD), meaning it should not disproportionately alter the rights guaranteed under the Convention. This is achieved by limiting the scope of the MLS through Articles 11.1. and 12.3.a of the Treaty.

Article 11.1 says that the MLS is only for plants listed in Annex 1 selected on the basis of “food security” and “interdependence”, meaning the PGRFA should be important for maintaining food security and Parties should be interdependent on each other in order to have access to genetic diversity of these plants. Reinforcing the scope-delimitation between the CBD and the Treaty, Article 12.3.a further says that when a PGRFA has multiple uses, i.e. food and non-food purposes, its availability should be made on the basis of its importance for food security.

The Co-chairs’ proposals to amend Annex 1 contradicts this understanding in the Treaty. They do not just add a few more crops and forages into the scope, but instead make the Annex 1 list redundant by including “all PGRFA”. Even though there are certain conditions mentioned, effectively, any and all plant species will be included in the MLS, provided somebody claims it has a “potential value for food and agriculture”.

On the other hand, there is no proposal to amend the Treaty to improve benefit sharing, which already has several loopholes for those who access PGRFA to escape benefit sharing obligations. Instead, the Co-chairs suggest amendments to the SMTA for this purpose. However, the proposed amendments to the SMTA offer no meaningful improvement in user payments status. The so-called “subscription system” proposed is merely repackaging

of an existing option under Article 6.11 of the SMTA. It is not mandatory for recipients to undertake a subscription. They are free to choose other payment options that allow users to delay payments for years or even escape without payment after several years of deferral.

Further, under these other payment options, recipients have no obligation to share benefits, until commercialization of a PGRFA product occurs. i.e. only when a seed or a propagating material is commercialized, then would recipients have to pay - that too, if and only if, MLS resources are proven to be incorporated in such seed or material. With no proper accountability system, development of such a seed variety cannot be tracked or proven. Unfairly, if a food processing company accesses PGRFA from the MLS and modifies it and keeps cultivating the crop exclusively for its own food product and sells it - say for example as barley beer, or potato chips, the company does not have to pay benefits. **What is worse about the proposed amendments is that they introduce new loopholes enabling seed companies to reduce or evade payments entirely.**

Since MLS operations began, around 112,000 SMTAs have shared 6.7 million PGRFA with 25,300 users, yet only five seed companies have contributed to the Benefit-sharing Fund, collecting a total of \$391,721, of which 91% has come from one firm. User-based income thus remains just 1.1% of the Benefit-sharing Fund, while 13 Parties, including two developing country Parties, fund around 95% of it. The Co-chairs' proposed changes exacerbate this imbalance between access and user-based income by providing options and loopholes to evade payments, rather than mutually reinforcing them as per Article 10.2.

Crucially, the Treaty in practice undermines sovereign rights over genetic resources, by obliging States to share them under vague common terms set by the Treaty, and without providing any safeguards against misuse for non-food purposes or biopiracy. Transparency is absent, despite the mandate under Article 10.2., leaving national authorities, farmers, and civil society without access to information on how PGRFA and associated digital sequence information (DSI) are used and by whom. This makes it harder for such entities to undertake necessary biopiracy vigilance-initiatives to monitor the use of PGRFA, in order to protect national sovereign rights as well as the rights of farmers, indigenous peoples and local communities over genetic resources.

Alarmingly, **instead of rectifying the lack of transparency, the amendments introduce three new confidentiality clauses in the SMTA, legitimising the present blockade of public knowledge on who accesses MLS resources and how such resources are utilised.**

This violates principles of sovereign rights of the States as affirmed by the CBD and its Nagoya Protocol, which allow States to regulate access to genetic resources and their DSI, across sectors, including pharmaceuticals and bioenergy and to benefit their people from the outcomes of R&D in such sectors. These are outside the scope of the Treaty, and the treaty should take measures to not to undermine and protect such rights of States when they share such valuable resources through the treaty's MLS for the benefit of the international community.

Furthermore, the amendments fail to address intellectual property (IP) abuse and digital biopiracy. **They normalize IP claims that restrict access to PGRFA covered by the MLS, contradicting Treaty principles.** The Co-chairs' proposals simply seek damages for the violations of IP provision contained in the SMTA. It also says IP or such other rights obtained in violation of the SMTA and Treaty may be assigned in accordance with applicable international and national laws. It is not clear to whom such rights will be assigned. Such assignment is also questionable given that the enforceability of such assignments would depend on the IP holder and national laws

On DSI or Genetic Sequence Data (GSD) generated from seeds and other propagating materials covered by the MLS, the proposals legitimize current unaccountable data sharing practices, including that of most of the International Agricultural Research Centres of the Consultative Group on International Agricultural Research (CGIAR). These Centres are recognized under Article 15 of the Treaty, but their practices allow DSI from developing countries to be freely and inappropriately used in developed countries—even by non-Parties—in the name of “open access” – a term which has no agreed definition amongst States. Interestingly this practice and the co-chairs proposal supporting such practice are inconsistent with the unanimously adopted UNESCO Recommendations on Open Science 2021, which call for good data governance and prohibition of inequitable data extraction.

When recipients of PGRFA, including the institutions under Article 15, are allowed to share DSI with databases that allow anonymous use, without binding its users to benefit-sharing as per applicable laws, it leads to cross border data transfers and use of DSI by non-food sectors (which is outside the scope of use according to the terms of the SMTA). It also facilitates storing of PGRFA DSI/GSD in developed country databases, eliminating the ability of developing countries to govern such data. This is nothing but inequitable extraction of data.

It must be noted that to date only 16% of PGRFA shared under the MLS originates from Europe and North America. Africa and Latin America together contribute more than 58% of PGRFA. Asia contributes another 20% of PGRFA. Unless DSI is shared only through secure, transparent systems, accountable to Treaty Parties, with traceable user identities, the Treaty risks forcing developing countries to surrender their genetic sovereignty and indigenous peoples and farmer communities to forfeit their seed rights.

Thus, the Treaty amendments must not promote “open access” without adequate safeguards, because, under the Treaty, Parties are obligated to share genetic resources. Recently the CBD COP Decision 16/2 identifies the importance of the UNESCO Recommendations on Open Science and compliance of the ABS laws by the databases and its users, even as the CBD does not obligate States to share genetic resources. The Plant Treaty, which obligates Parties to share PGRFA should undertake more stringent standards and design a system of sharing PGRFA DSI/GSD in a secured and non-discriminatory manner, without compromising Parties' prospects of benefiting from the PGRFA outside the scope of the Treaty. This is a minimum trust building measure the Plant Treaty must undertake to maintain its relevance for Parties.

It must be noted that Governing Body Resolution 3/2022 while resuming the mandate of the Working Group aimed to enhance the MLS, called for creating legal certainty, administrative simplicity and transparency for everyone participating in the MLS, and making it more dynamic given that there are developments and emerging issues in science, innovation, plant breeding and the global policy environment. **These aims aligned with Article 10.2 of the Treaty that calls for the establishment of an “efficient, effective, and transparent MLS” that seeks to facilitate access to PGRFA, i.e. seeds and any other propagating materials, and sharing of benefits arising from the utilization of such resources on a “mutually reinforcing basis”.** Sadly, the current proposals fail to deliver on these aims.

We therefore urge developing country governments to:

1. **Reject inequitable Treaty amendments** as proposed by the Co-Chairs in document IT/OWG-EFMLS-13/25/4.1. They exceed the Working Group’s mandate and violate Treaty provisions (GB Resolution 3/2022, Article 10.2).
2. **Demand predictable user payments** via a single, enforceable payment model, such as a subscription system, without any other options. It may include discounted subscription rates for users with lower turnover/income, while there should also be periodic increase in the rates, taking into account the increase in the PGRFA accessions under the MLS.
3. **Establish an easy process for periodic expansion** of crop lists in Annex 1, linked to corresponding increases in user-based payments. This process should allow for Parties to negotiate and select the food crops and forages after appropriate consultation with farmers and other rights holders.
4. **Advocate frameworks for technology assessment, appropriate technology transfer and capacity building**, aligned with national priorities for the conservation and sustainable use of PGRFA.
5. **Insist on DSI/GSD regulation within the SMTA**, ensuring transparent, equitable data sharing as per UNESCO standards, with specialized, traceable and accountable databases.
6. **Introduce binding mechanisms for indirect beneficiaries** (e.g., food processing industry) to share benefits through the MLS.
7. **Create robust accountability and transparency systems** to prevent all forms of biopiracy and infringement of farmers’ rights and **support vigilance initiatives** by FAO, national authorities, farmers’ organisations, and civil society.
8. **Ensure that IP or such rights do not limit access to PGRFA or PGRFA DSI/GSD available under the MLS**, not only such rights with respect to or in relation to the use of PGRFA, but also with respect to or use of its parts or components, as well as data generated from it including DSI/GSD.

These demands are just, fair, and necessary to halt the unjust extraction of PGRFA from developing to developed countries, ensure equitable benefit sharing, and safeguard the rights of farmers, indigenous peoples, and national governments. The time to act is now.

National

Argentina

1. AC Patria Compañera
2. Asociación Civil Fuerza de Mujeres de Participación Inclusiva y UITA
3. Asociación de Género por la Paridad
4. Centro de Promoción y Desarrollo Poblacional
5. Colectivo Habitantes del Arroyo El Pescado
6. Colectivo Semillas Autoconvocadas
7. Cooperativa de Trabajo Iriarte Verde Ltda
8. Espacio Intercuencias
9. Exaltación Salud
10. Federación Sindical de Profesionales de la Salud de la República Argentina
11. Feministas Sin Fronteras
12. Fundación ECOSUR
13. Fundación Mujeres en Igualdad
14. Fundación para Estudio e Investigación de la Mujer
15. Grupo Asuma
16. Grupo De Mujeres de la Argentina Foro de VIH Mujeres Y Familia
17. Iniciativa Arcoiris de Ecología Política
18. Mesa Socioambiental
19. Mesa No a las Represas - Misiones
20. Red de Agricultura Orgánica de Misiones
21. Asamblea de Juan B. Justo y Corrientes
22. Corriente Nuestra Patria, del Movimiento Popular Patria y Futuro
23. Humedales La Plata, Berisso y Ensenada
24. Red de Plantas Saludables por el Buen Vivir
25. Red de Salud Popular Ramón Carrillo
26. Semillas Libres Ya

Brazil

27. National Articulation of Agroecology of Brazil (ANA)

Burkina Faso

28. Centre pour l'Éthique Judiciaire
29. Association pour le développement durable de l'Arrondissement 2t

Colombia

30. Corporación Universitaria Minuto de Dios
31. Escuela Agroecológica Tierra alegre
32. Grupo Semillas
33. Nodo de Agroecología de Tangua
34. Red de Educación Popular Entre Mujeres de Latinoamérica y el Caribe
35. Red Solidaria Colmena RSC

36. Semillas de Identidad Colombia

Costa Rica

37. International Analog Forestry Network (IAFN)

38. Recirculado

39. Red de Agroecología de Costa Rica

Cuba

40. Finca del Medio

Ecuador

41. Asociación Intercultural de Yachak AIYAPU - Comisión de Pueblos Originarios de RIPESS LAC

42. Huayra Causay

Germany

43. Save Our Seeds

Ghana

44. Youth Volunteer for Environmental Ghana

Honduras

45. Vecinos Honduras

India

46. All India Kisan Sabha

47. Alliance for Sustainable & Holistic Agriculture (ASHA-Kisan Swaraj)

48. Bharat Beej Swaraj Manch

49. Association of Organic Farmers

50. Deshi Bihan Surakshya Mancha, Odisha

51. Eenadu

52. Erode Dist Organic Farmers Federation

53. Food Sovereignty Alliance

54. Gene Campaign

55. Gram Disha Trust

56. Jana Swasthya Abhiyan, Odisha

57. Lina Agrotech

58. Navadarshanam

59. Plant Protection Association of India

60. R S Krafts

61. Rashtriya Kisan Mahasangh

62. Rice Diversity Centre

63. Samaagama

64. Soroptimist International South Kolkata

65. Sunray Harvesters
66. Swadeshi Jagran Foundation
67. Tamilnadu Organic Farmers Federation
68. Trace

Indonesia

69. Indonesia for Global Justice (IGJ), Indonesia
70. Indonesian Peasant Alliance, Indonesia
71. Konphalindo
72. Yayasan CAPPa Keadilan Ekologi

Kenya

73. Seed Savers Network

Malaysia

74. Consumers' Association of Penang
75. Diribumi Ecological Services
76. Forum Kedaulatan Makanan Malaysia (Malaysian Food Sovereignty Forum)
77. Gabungan Darurat Iklim Malaysia
78. GRASS Malaysia
79. IDRIS Association
80. Majlis Perundingan Pertubuhan Islam Malaysia (MAPIM)
81. Malaysians Against Death Penalty And Torture
82. Malaysian Agroecology Society (SRI-Mas)
83. Persatuan Pemeliharaan dan Pemuliharaan Alam Sekitar Sarawak (PELIHARA)
84. Sahabat Alam Malaysia (Friends of the Earth)
85. Tanjung Bungah Residents' Association
86. WAU Farm

Mali

87. BIO_Sem
88. Convergence des Femmes Rurales pour la Souveraineté Alimentaire (COFERSA)
89. Jardins d'Hamb

Pakistan

90. Pakistan Kissan Mazdoor Tehreek
91. Roots For Equity

Peru

92. Agricultores Mollepata
93. Asociación Mutual de Ayuda al Personal de Empleados Públicos y Privados
94. Asociación Nacional de Productores Ecológicos del Perú
95. Asociación Pro Derechos Humanos
96. Central Nacional de Mujeres de Sectores Populares Manuela Bastidas

97. Foro de la Sociedad Civil en Salud - Foro Salud
98. Instituto Educación Superior Público Ayaviri
99. Mesa de Desarrollo Regional
100. Observatorio de los Derechos Sexuales y Reproductivos de las Personas con discapacidad
101. Red de Conservación y Observación de Aves Silvestres
102. Red Muqui

Philippines

103. Farmer Scientist Partnership for Development (MASIPAG)

South Africa

104. Biowatch South Africa

Sri Lanka

105. FIAN Sri Lanka
106. Janawaboda Kendraya
107. Lanka Organic Agriculture Movement (LOAM)
108. Stand Up Movement Lanka

Uruguay

109. Coop Agrop Uruguay Costa Ltda

Zambia

110. Zambia Alliance for Agroecology and Biodiversity

Mexico (Non-Contracting Party)

111. Agropiscicultores Las Guacamayas SC de RL
112. Campaña Nacional Sin Maíz No Hay País
113. Casa Comunitaria de Semillas Huatulco "Semillero Costeño"
114. COMCAUSA
115. El Colegio de la Frontera Sur
116. Equidad de Género: Ciudadanía, Trabajo y Familia
117. Explora AC
118. Fundación Arcoiris por el respeto a la diversidad sexual
119. Fundación Semillas de Vida
120. Grupo de Investigación Acción Socioecológica
121. Grupo de Trabajo Agroecología política Consejo Latinoamericano de Ciencias Sociales
122. Plataforma Metropolitana de Formación en Agroecología
123. Red de Huertos Educativos y Comunitarios de Xalapa
124. Red Mexicana de Acción frente al Libre Comercio
125. Casa Espiral
126. Rizoma de la Ciudad de México.

- 127. Sociedad Mexicana de Agricultura Sostenible
- 128. Tierra Fértil
- 129. Tierra Libre
- 130. Unidad de la Fuerza Indígena y Campesina (UFIC)

Regional

- 131. Alliance for Food Sovereignty in Africa
- 132. Alcanza Global para Ministerios e Infraestructuras de Paz
- 133. Asociación de Productores de la Calle 1610
- 134. Cooperativa Agraria Renato Rossi Tambogrande
- 135. Focus on the Global South
- 136. LEISA Revista de Agroecología
- 137. National Association of Dehkan Farmers of Tajikistan (NADF)
- 138. Proyecto Agroecológico Sueño Verde Guardián de Semillas Nativas y Criollas
- 139. Red Latinoamericana y del Caribe de Personas Trans (RedLacTrans)
- 140. Seed and Knowledge Initiative (Southern Africa)
- 141. Southeast Asia Regional Initiatives for Community Empowerment (SEARICE)
- 142. Yolse, Santé Publique et Innovation

International

- 143. EcoNexus
- 144. Society for International Development (SID)
- 145. Third World Network (TWN)
- 146. Workers Hub for Change (WH4C)