

ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ
ໃນ ສປປ ລາວ: ຄູ່ມືສຳລັບຜູ້ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ

**ACCESS AND BENEFIT SHARING IN LAO PDR:
A HANDBOOK FOR PROVIDER AND USER**



ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ
ນະຄອນຫຼວງວຽງຈັນ, ສປປ ລາວ

Department of Science, Ministry of Education and Sports
Vientiane Capital, Lao People's Democratic Republic



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ຝຶມເຜີຍແຜ່ໂດຍ: ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ

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ກັນຍາ, 2025

ທີມງານໂຄງການ:

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| 1. ປອ. ໂກສິນ ໄຊຊະກັດສາ | ທີ່ປຶກສາໂຄງການ |
| 2. ທ່ານ ນ. ກົງໃຈ ພິມມະກອງ | ຮອງຫົວໜ້າກົມຄຸ້ມຄອງວິທະຍາສາດ/
ຜູ້ປະສານງານແຫ່ງຊາດອະນຸສັນຍານາໂກຢາ |
| 3. ທ່ານ ນ. ສິມພາວັນ ຣາດາວັນ | ຫົວໜ້າພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |
| 4. ທ່ານ ປັນຍາ ບຸຜາສິລິ | ຮອງຫົວໜ້າພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |
| 5. ທ່ານ ທະວິສັກ ປັນຍາສັກ | ວິຊາການພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |

ທີມງານກວດແກ້:

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| 1. ປອ. ສຸລິອຸດົງ ສຸນດາລາ | ຊີ້ນຳໂຄງການ |
| 2. ປອ. ໂກສິນ ໄຊຊະກັດສາ | ທີ່ປຶກສາໂຄງການ |
| 3. ປອ. ລໍເຣນ ອະມາຍ ແມັສບາ | ທີ່ປຶກສາສາກົນ (GIZ) |
| 4. ທ່ານ ນ. ກົງໃຈ ພິມມະກອງ | ຮອງຫົວໜ້າກົມຄຸ້ມຄອງວິທະຍາສາດ/
ຜູ້ປະສານ ງານແຫ່ງຊາດອະນຸສັນຍານາໂກຢາ |

ໂຄງຮ່າງ ແລະ ອອກແບບ :

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| 1. ທ່ານ ນ. ສິມພາວັນ ຣາດາວັນ | ຫົວໜ້າພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |
| 2. ທ່ານ ປັນຍາ ບຸຜາສິລິ | ຮອງຫົວໜ້າພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |
| 3. ທ່ານ ທະວິສັກ ປັນຍາສັກ | ວິຊາການພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ |

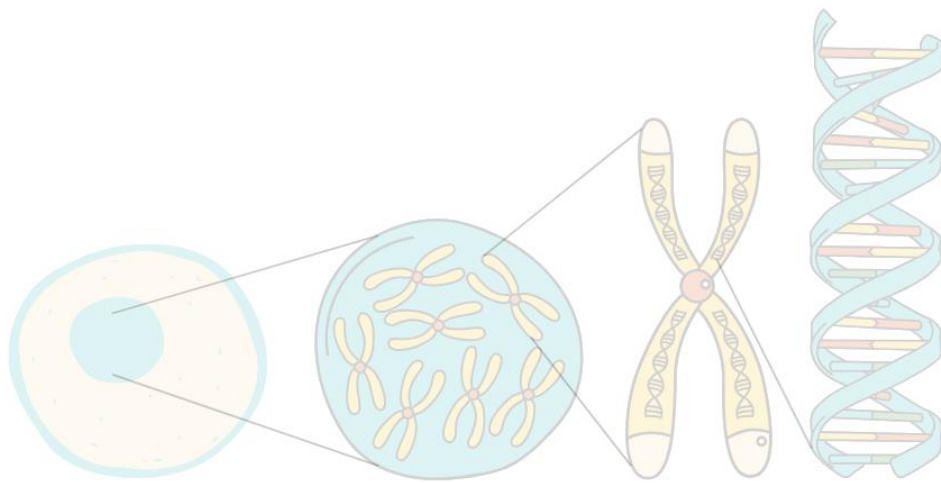
ຝຶມທີ່ນະຄອນຫຼວງວຽງຈັນ, ສປປ ລາວ

ສະຫງວນລິຂະສິດທັງໝົດ ຫ້າມເຮັດຊຳ້ ຫຼື ເຜີຍແຜ່ສ່ວນໃດສ່ວນໜຶ່ງຂອງເອກະສານສະບັບນີ້ໂດຍບໍ່ໄດ້ຮັບອະນຸຍາດເປັນລາຍລັກອັກສອນຈາກ ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ.

ການອ້າງອີງ: ກະຊວງສຶກສາທິການ ແລະ ກິລາ (ສສກ), 2025. ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດ ຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳແບບສະເໝີພາບ ແລະ ເປັນທຳ ໃນ ສປປ ລາວ: ຄູ່ມືສຳລັບຜູ້ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ

ໂຄງການຄັ້ງນີ້ແມ່ນໄດ້ຮັບການສະໜັບສະໜູນດ້ານງົບປະມານ ແລະ ວິຊາການ ຈາກ GIZ Global ພາຍໃຕ້ໂຄງການ “ສ້າງຄວາມເຂັ້ມແຂງໃນການຈັດຕັ້ງປະຕິບັດເປົ້າໝາຍຊີວະນາໆພັນສາກົນໃນລະດັບຊາດ (GBF Implementation)” ແລະ ໂຄງການ “ປົກປັກຮັກສາ ແລະ ນຳໃຊ້ລະບົບນິເວດປ່າໄມ້ ແລະ ຊີວະນາໆພັນແບບຍືນຍົງ” (ProFEB) ຕາງໜ້າໃຫ້ກະຊວງການຮ່ວມມືດ້ານເສດຖະກິດ ແລະ ການພັດທະນາແຫ່ງສະຫະພັນ ເຢຍລະມັນ

(BMZ) ສົມທົບທຶນໂດຍ ອົງການຮ່ວມມືເພື່ອການພັດທະນາຂອງປະເທດນອກແວ (NORAD) ແລະ ຈັດຕັ້ງ
ປະຕິບັດໃນກອບແຜນງານການຮ່ວມມືເພື່ອຈັດຕັ້ງປະຕິບັດ NBSAP.



ຄຳຂອບໃຈ

ພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ, ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ຂໍສະແດງຄວາມຂອບໃຈມາຍັງ ປອ ໂກສິນ ໄຊພະກັດສາ, ທີ່ປຶກສາໂຄງການ “ສ້າງຄວາມເຂັ້ມແຂງໃນການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ ໃນ ສປປ ລາວ” ທີ່ໄດ້ກະກຽມໃນການເຮັດປຶ້ມຫົວນີ້ ພາຍໃຕ້ການປຶກສາຫາລື ແລະ ສະໜັບສະໜູນທາງດ້ານຂໍ້ມູນຈາກ ທ່ານ ນ. ກົງໃຈ ພິມມະກອງ, ຮອງຫົວໜ້າກົມຄຸ້ມຄອງວິທະຍາສາດ ແລະ ທັງເປັນຜູ້ປະສານງານແຫ່ງຊາດຂອງອະນຸສັນຍາ ນາໂກຢາ. ຂໍສະແດງຄວາມຂອບໃຈທິມງານຂອງກົມຄຸ້ມຄອງວິທະຍາສາດ ເປັນຕົ້ນແມ່ນ ທ່ານ ນ. ສິມພາວັນ ຣາດາວັນ, ທ່ານ ປັນຍາ ບຸຜາສິລິ, ທ່ານ ທະວິສັກ ປັນຍາສັກ. ພວກເຮົາຂໍສະແດງຄວາມຂອບໃຈມາຍັງບັນດາທ່ານຕາງໜ້າຈາກກະຊວງທີ່ກ່ຽວຂ້ອງ, ສະຖາບັນການສຶກສາ, ສະມາຄົມຊີວະນາໆພັນ ແລະ ຜູ້ທີ່ສະໜອງຂໍ້ມູນທີ່ມີຄຸນຄ່າເຂົ້າໃນການພັດທະນາປຶ້ມຄູ່ມືສະບັບນີ້. ການສຶກສາດັ່ງກ່າວແມ່ນໄດ້ທົບທວນບັນດາເອກະສານທີ່ກ່ຽວຂ້ອງ ແລະ ໄດ້ຮັບຄຳແນະນຳຈາກ ທ່ານ Dr. Laurent Amine Mesbah ທີ່ປຶກສາສາກົນຂອງໂຄງການ. ນອກນີ້, ພະແນກຄຸ້ມຄອງຄວາມປອດໄພເຕັກໂນໂລຊີຊີວະພາບ, ກົມຄຸ້ມຄອງວິທະຍາສາດ ຍັງຂໍສະແດງຄວາມຮູ້ບຸນຄຸນມາຍັງ GIZ Global ພາຍໃຕ້ໂຄງການ “ສ້າງຄວາມເຂັ້ມແຂງໃນການຈັດຕັ້ງປະຕິບັດເປົ້າໝາຍຊີວະນາໆພັນສາກົນໃນລະດັບຊາດ (GBF Implementation)” ແລະ ໂຄງການ “ປົກປັກຮັກສາ ແລະ ນຳໃຊ້ລະບົບນິເວດປ່າໄມ້ ແລະ ຊີວະນາໆພັນແບບຍືນຍົງ” (ProFEB) ຕາງໜ້າໃຫ້ກະຊວງການຮ່ວມມືດ້ານເສດຖະກິດ ແລະ ການພັດທະນາແຫ່ງສະຫະພັນ ເຢຍລະມັນ (BMZ) ສົມທົບທຶນໂດຍ ອົງການຮ່ວມມືເພື່ອການພັດທະນາຂອງປະເທດນອກແວ (NORAD) ແລະ ຈັດຕັ້ງປະຕິບັດໃນກອບແຜນງານການຮ່ວມມືເພື່ອຈັດຕັ້ງປະຕິບັດ NBSAP. ພ້ອມນີ້ກໍຂໍຂອບໃຈທິມງານ GIZ ປະຈຳ ສປປ ລາວ ໂດຍສະເພາະ ທ່ານ ນ. ຄາໂຣ໌ລິນ ຟຣີຊ໌, ທ່ານ ນ. ລັດສະໄໝ ສີລາວົງ, ທ່ານ ນ. ວິດາລັດ ວົງນະໂລສານ ພ້ອມພະນັກງານທີ່ກ່ຽວຂ້ອງທຸກທ່ານ ທີ່ໃຫ້ການສະໜັບສະໜູນ ແລະ ຊ່ວຍເຫຼືອສະເໝີມາ. ສຳລັບຮູບໜ້າປົກແມ່ນພຶດຊະນິດໃໝ່ຂອງໂລກທີ່ໄດ້ສຶກສາ ແລະ ຄົ້ນພົບໃນ ສປປ ລາວ ໂດຍ ປອ ເພັດລາສີ ສຸລິເດດ ຈາກຄະນະວິທະຍາສາດປ່າໄມ້, ມະຫາວິທະຍາໄລແຫ່ງຊາດ.

ຄຳສັບຫຍໍ້:

ABS	ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນຜັນທຸກຳ
ABS-CH	ສູນຂໍ້ມູນຂ່າວສານການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນຜັນທຸກຳ
DOS	ກົມຄຸ້ມຄອງວິທະຍາສາດ (ຄວ)
MOES	ກະຊວງສຶກສາທິການ ແລະ ກິລາ (ສສກ)
CBD	ສັນທິສັນຍາ ວ່າດ້ວຍຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ
DSI	ຂໍ້ມູນລຳດັບດິຈິຕອລ
DNA	ກົດນິວຄລີອິກ ດີອອັກຊີໄຮໂບ
GRs	ຊັບພະຍາກອນຜັນທຸກຳ
Nagoya Protocol	ອະນຸສັນຍາ ນາໂກຢາ ວ່າດ້ວຍການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນຜັນທຸກຳແບບສະເໝີພາບ ແລະ ເປັນທຳ
NCA	ໜ່ວຍງານຮັບຜິດຊອບລະດັບຊາດ
NFP	ຜູ້ປະສານງານແຫ່ງຊາດ
PIC	ຂະບວນການແຈ້ງຂ່າວ-ການອະນຸມັດສິດ
MAT	ຂໍ້ຕົກລົງຮ່ວມກັນ
MTA	ສັນຍາການສົ່ງຊັບພະຍາກອນຜັນທຸກຳ
TK	ຊັບພະຍາກອນຜັນທຸກຳທີ່ຕິດພັນກັບພູມປັນຍາຜືນບ້ານອັນເປັນມູນເຊື້ອ
IRCC	ໃບຢັ້ງຢືນການແຈ້ງອະນຸມັດສິດທີ່ໄດ້ຮັບການຍອມຮັບໃນລະດັບສາກົນ
IPR	ສິດທິຊັບສິນທາງປັນຍາ
MOU	ບົດບັນທຶກຄວາມເຂົ້າໃຈ
MOA	ບົດບັນທຶກຂໍ້ຕົກລົງ
R&D	ການຄົ້ນຄວ້າ ແລະ ການພັດທະນາ
NBSAP	ຍຸດທະສາດ ແລະ ແຜນດຳເນີນງານແຫ່ງຊາດດ້ານຊີວະນາໆພັນ

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ການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ (Access to genetic resources): ໝາຍເຖິງການນຳໃຊ້ຊັບພະຍາກອນ ພັນທຸກຳ ບໍ່ວ່າຈະຢູ່ໃນພື້ນທີ່ດັ້ງເດີມ ຫຼື ຢູ່ນອກພື້ນທີ່ດັ້ງເດີມ ເພື່ອຈຸດປະສົງໃນການດຳເນີນການຄົ້ນຄວ້າ ແລະ ພັດທະນາ ອົງປະກອບທາງດ້ານພັນທຸກຳ ຫຼື/ແລະ ເຄມີ-ຊີວະຂອງຊັບພະຍາກອນພັນທຸກຳ ລວມເຖິງການນຳໃຊ້ເຕັກໂນໂລຊີຊີວະພາບທີ່ທັນສະໄໝ. ການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ຍັງກວມເອົາການດຳເນີນການຄົ້ນຄວ້າ ແລະ ພັດທະນາອະນຸພັນຂອງຊັບພະຍາກອນພັນທຸກຳ ຫຼື ຊັບພະຍາກອນຊີວະນາໆພັນ

ການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳທີ່ຕິດພັນກັບມູມບັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ (Access to traditional knowledge associated with genetic resources): ໝາຍເຖິງການນຳໃຊ້ຄວາມຮູ້ພື້ນຖານອັນເປັນມູນເຊື້ອ ທີ່ຕິດພັນກັບຊັບພະຍາກອນພັນທຸກຳ ເພື່ອຈຸດປະສົງໃນການຄົ້ນຄວ້າ ແລະ ພັດທະນາ.

ຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ (Biodiversity): ໝາຍເຖິງຄວາມຫຼາກຫຼາຍທີ່ເກີດຂຶ້ນລະຫວ່າງສິ່ງທີ່ມີ ຊີວິດຕ່າງໆ ລວມເຖິງລະບົບນິເວດ ທາງບົກ, ທາງທະເລ, ທາງນ້ຳ ແລະ ອື່ນໆ ເຊິ່ງລະບົບນິເວດຂອງສິ່ງທີ່ມີຊີວິດ ເຫຼົ່ານີ້ເປັນສ່ວນໜຶ່ງທີ່ກວມເອົາຄວາມຫຼາກຫຼາຍຂອງຊະນິດພັນ, ລະຫວ່າງຊະນິດພັນ ແລະ ລະບົບນິເວດຂອງພວກມັນເອງ.

ຊັບພະຍາກອນຊີວະນາໆພັນ (Biological resources): ກວມເອົາຊັບພະຍາກອນຊີວະນາໆພັນ, ສິ່ງທີ່ມີຊີວິດ ຫຼື ສ່ວນໜຶ່ງຂອງສິ່ງທີ່ມີຊີວິດ, ປະຊາກອນຂອງສິ່ງທີ່ມີຊີວິດ, ຫຼື ສ່ວນປະກອບທາງຊີວະພາບຂອງລະບົບນິເວດທີ່ມີ ການນຳໃຊ້ປະໂຫຍດ, ຄຸນຄ່າ ຫຼື ທ່າແຮງ ຕໍ່ກັບມະນຸດຊາດ.

ການສຳຫຼວດທາງຊີວະພາບ (Bio-prospecting): ໝາຍເຖິງການຫາວິທີນຳເອົາຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ ທີ່ມີຕົ້ນກຳເນີດມາຈາກທຳມະຊາດຢ່າງເປັນລະບົບ ເພື່ອໄປໃຊ້ໃນຮູບແບບການຄ້າ ໂດຍຜ່ານຂະບວນການ ຄົ້ນຄວ້າ ແລະ ພັດທະນາ ຊັບພະຍາກອນພັນທຸກຳ ແລະ ເຄມີ-ຊີວະຂອງຊັບພະຍາກອນພັນທຸກຳ ທີ່ມີຄຸນຄ່າທາງດ້ານເສດຖະກິດ.

ແນວທາງປະຕິບັດ ບອນ (Bonn Guidelines): ຄູ່ມືແນະນຳການປະຕິບັດໂດຍສະໝັກໃຈ ໂດຍມີເປົ້າໝາຍທີ່ຈະຊ່ວຍລັດຖະບານໃນການນຳໃຊ້ມາດຕະການເພື່ອຄຸ້ມຄອງການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດແບບສະເໝີພາບ ແລະ ເປັນທຳ ຢູ່ພາຍໃນປະເທດ.

ສົນທິສັນຍາວ່າດ້ວຍຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ (Convention on Biological Diversity (CBD): ແມ່ນສົນທິສັນຍາລະຫວ່າງປະເທດທີ່ມີຜົນບັງຄັບໃຊ້ແຕ່ປີ 1996 ໂດຍມີ 3 ຈຸດປະສົງຫຼັກຄື: ການອະນຸລັກຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ, ການນຳໃຊ້ຊີວະນາໆພັນແບບຍືນຍົງ ແລະ ການແບ່ງປັນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳແບບສະເໝີພາບ ແລະ ເປັນທຳ.

ໜ່ວຍງານຮັບຜິດຊອບລະດັບຊາດ (Competent National Authorities (CNAs): ແມ່ນໜ່ວຍງານທີ່ແຕ່ງຕັ້ງຂຶ້ນໂດຍລັດຖະບານ ແລະ ມີໜ້າທີ່ອະນຸຍາດການເຂົ້າເຖິງໃຫ້ແກ່ຜູ້ຈະມານຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ເປັນຕົວແທນຂອງຜູ້ເປັນເຈົ້າຂອງໃນລະດັບທ້ອງຖິ່ນ ຫຼື ລະດັບຊາດ. ການຈັດຕັ້ງປະຕິບັດມາດຕະການຕ່າງໆ ແມ່ນຈະຖືກສ້າງຂຶ້ນໃນປະເທດນັ້ນໆ.

ຊັ້ນສ່ວນຕົວຢ່າງຊັບພະຍາກອນພັນທຸກຳ (Genetic material): ໝາຍເຖິງຊັ້ນສ່ວນຕ່າງໆຂອງພືດ, ສັດ, ຈຸລະຊີບ ຫຼື ສ່ວນປະກອບອື່ນໆທີ່ມີການປ່ຽນຮູບຊັບພະຍາກອນພັນທຸກຳຈາກຕົ້ນກຳເນີດດັ້ງເດີມ.

ຊັບພະຍາກອນພັນທຸກຳ (Genetic resources): ແມ່ນບັນດາສິ່ງທີ່ມີຊີວິດທັງໝົດ (ພືດ, ສັດ ແລະ ຈຸລະຊີບ) ທີ່ບັນຈຸວັດຖຸພັນທຸກຳ ລວມທັງຊັ້ນສ່ວນ ແລະ ຈຸລັງ ທີ່ຍັງມີຊີວິດ ຫຼື ບໍ່ມີຊີວິດ ແຕ່ຍັງມີສານພັນທຸກຳ (DNA) ທີ່

ສາມາດນຳໄປໃຊ້ໄດ້ ການນຳໄປໃຊ້ອາດມີຕັ້ງແຕ່ການຄົ້ນຄວ້າວິໄຈຂັ້ນພື້ນຖານ ໄປຈົນເຖິງການພັດທະນາເປັນການຄ້າ.

ໃນພື້ນທີ່ດັ້ງເດີມ ແລະ ນອກພື້ນທີ່ດັ້ງເດີມ (In situ and ex situ): ຊັບພະຍາກອນພັນທຸກຳສາມາດເປັນຊັບພະຍາກອນພັນທຸກຳຈາກທຳມະຊາດ, ຊັບພະຍາກອນພັນທຸກຳຈາກການເພາະລ້ຽງ ຫຼື ຈາກການເພາະປຸກ (ໃນພື້ນທີ່ດັ້ງເດີມ) ຊັບພະຍາກອນພັນທຸກຳເຫຼົ່ານີ້ແມ່ນສາມາດພົບເຫັນໄດ້ໃນລະບົບນິເວດ ແລະ ແຫຼ່ງທີ່ຢູ່ອະໄສໃນທຳມະຊາດ. ຊັບພະຍາກອນພັນທຸກຳ (ນອກພື້ນທີ່ດັ້ງເດີມ) ແມ່ນຊັບພະຍາກອນພັນທຸກຳທີ່ພົບນອກລະບົບນິເວດທີ່ມັນເຄີຍອະໄສຢູ່ ເຊັ່ນວ່າ ໃນສວນພືດສາສາດ ຫຼື ທະນາຄານເມັດພັນ ຫຼື ໃນການພິພິດພັນ ຫຼື ສະສົມໄວ້ເພື່ອການຄ້າ ແລະ ສະຖາບັນການສຶກສາ.

ໃບຢັ້ງຢືນການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳທີ່ໄດ້ຮັບການຍອມຮັບໃນລະດັບສາກົນ (Internationally Recognized Certificate of Compliance (IRCC): ໃບຢັ້ງຢືນ (IRCC) ແມ່ນເຮັດຂຶ້ນໂດຍ ສູນຂໍ້ມູນຂ່າວສານການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ພາຍໃຕ້ ການຄຸ້ມຄອງຂອງກອງເລຂາ ສິນທິສັນຍາ ວ່າດ້ວຍຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ ສຳລັບການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ. ເມື່ອຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ເຜີຍແຜ່ IRCC ລົງໃນສູນຂໍ້ມູນຂ່າວສານ ABSCH, ໃບຢັ້ງຢືນນີ້ສາມາດໃຊ້ເປັນຫຼັກຖານຜ່ານຈຸດກວດຂອງຂະບວນການ ແຈ້ງຂ່າວ-ການອະນຸມັດສິດ ແລະ ຂໍ້ຕົກລົງຮ່ວມກັນໃນການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ.

ຂະບວນການແຈ້ງຂ່າວ-ການອະນຸມັດສິດ (Prior informed consent (PIC): ແມ່ນການອະນຸຍາດຈາກໜ່ວຍງານຮັບຜິດຊອບແຫ່ງຊາດຂອງປະເທດນັ້ນໆອອກໃຫ້ແກ່ບຸກຄົນ ຫຼື ສະຖາບັນການຄົ້ນຄວ້າ ທີ່ຕ້ອງການເຂົ້າເຖິງ ແລະ ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ໂດຍເປັນໄປຕາມກອບຂອງກົດໝາຍ ແລະ ການຕົກລົງຮ່ວມກັນ ຫຼື ຂະບວນການ ແຈ້ງຂ່າວ-ການອະນຸມັດສິດ ກ່ອນທີ່ຈະເຂົ້າໄປນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ, ໝາຍເຖິງຜູ້ນຳໃຊ້ຈະຕ້ອງໄດ້ຮັບຄວາມຍິນຍອມຈາກຜູ້ເປັນເຈົ້າຂອງ.

ຂໍ້ຕົກລົງຮ່ວມກັນ (Mutually agreed terms (MAT): ເປັນການບັນລຸຂໍ້ຕົກລົງຮ່ວມກັນລະຫວ່າງຜູ້ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ພາຍໃຕ້ເງື່ອນໄຂການແບ່ງປັນຜົນໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳດັ່ງກ່າວທັງສອງຝ່າຍ. ຫຼື ຂໍ້ຕົກລົງຮ່ວມກັນ ກໍ່ແມ່ນການເຈລະຈາລະຫວ່າງຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າຂອງ ເພື່ອກຳນົດວ່າຈະແບ່ງປັນຜົນປະໂຫຍດແນວໃດ ເຊິ່ງຕ້ອງໄດ້ລະບຸເງື່ອນໄຂການນຳໃຊ້, ຄາດໝາຍຂອງຜົນປະໂຫຍດ ແລະ ພັນທະຜູກພັນ.

ອຳນາດອະທິປະໄຕຂອງລັດ (State sovereignty): ສິນທິສັນຍາ CBD ຍອມຮັບສິດຂອງປະເທດທີ່ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ດັ່ງນັ້ນ, ຈຶ່ງເປັນຄວາມຮັບຜິດຊອບຂອງປະເທດທີ່ເປັນເຈົ້າຂອງ ໃນການພັດທະນາກອບແຜນດຳເນີນງານທີ່ເໝາະສົມ ເພື່ອສ້າງເງື່ອນໄຂອຳນວຍຄວາມສະດວກໃນການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະ ເພື່ອໃຫ້ແນ່ໃຈວ່າມີການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳແບບສະເໝີພາບ ແລະ ເປັນທຳ.

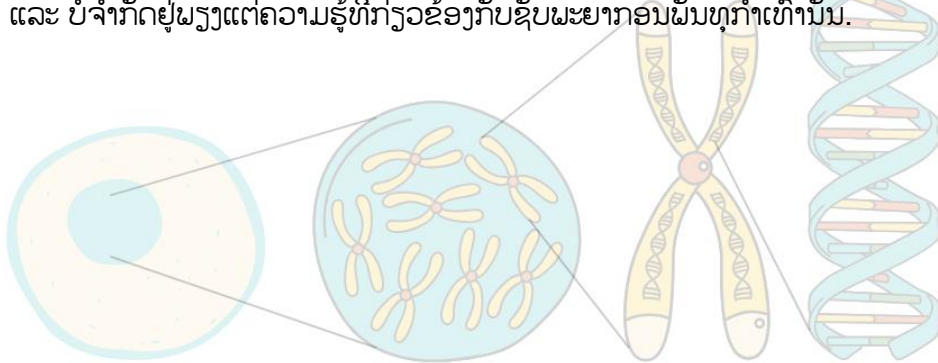
ຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ (Providers of genetic resources): ປະເທດທີ່ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳມີສິດໃນການຄຸ້ມຄອງຊັບພະຍາກອນພັນທຸກຳທີ່ຢູ່ພາຍໃຕ້ອຳນາດຂອງຕົນ ເຊິ່ງປະເທດເຫຼົ່ານັ້ນມີພັນທະທີ່ຈະຕ້ອງກຳນົດເງື່ອນໄຂທີ່ອຳນວຍຄວາມສະດວກຕໍ່ການເຂົ້າເຖິງຊັບພະຍາກອນເຫຼົ່ານັ້ນ ເພື່ອການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳທີ່ບໍ່ມີຜົນກະທົບຕໍ່ສິ່ງແວດລ້ອມ. ຜູ້ເປັນເຈົ້າຂອງ ເຫັນດີຕາມເງື່ອນໄຂທີ່ໄດ້ຕົກລົງຮ່ວມກັນ ລວມເອົາ PIC ແລະ MAT, ສຳລັບການອະນຸຍາດການນຳໃຊ້ ແລະ ແບ່ງປັນຜົນປະໂຫຍດແບບສະເໝີພາບ. ກົດໝາຍຂອງປະເທດທີ່ເປັນເຈົ້າຂອງອາດໃຫ້ສິດແກ່ບຸກຄົນອື່ນ ເປັນຕົ້ນແມ່ນ ຊຸມຊົນພື້ນເມືອງ ແລະ ຊຸມຊົນທ້ອງຖິ່ນ ໃນການເຈລະຈາເງື່ອນໄຂການນຳໃຊ້ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດ ການມີສ່ວນຮ່ວມຂອງຊຸມຊົນເປັນສິ່ງຈຳເປັນໃນກໍລະນີພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອທີ່ກ່ຽວຂ້ອງກັບການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ (TK). ສະຫຼຸບໂດຍຫຍໍ້, ເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແມ່ນພາກລັດ/ອົງການຄຸ້ມຄອງຂອງລັດ/ກຸ່ມຄົນໃດໜຶ່ງ

ທີ່ພົວພັນກັບແຫຼ່ງທີ່ມາຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ເຈົ້າຂອງ, ຜູ້ຄຸ້ມຄອງ ຫຼື ຜູ້ຮັກສາຊັບພະຍາກອນພັນທຸກຳເຫຼົ່ານັ້ນ.

ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ (Users of genetic resources): ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແມ່ນມີໜ້າທີ່ຮັບຜິດຊອບໃນການແບ່ງປັນຜົນປະໂຫຍດກັບຜູ້ເປັນເຈົ້າຂອງ. ຜູ້ນຳໃຊ້ພະຍາຍາມເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳເພື່ອຈຸດປະສົງຫຼາກຫຼາຍ ນັບແຕ່ການຄົ້ນຄວ້າຈົນເຖິງການພັດທະນາເປັນຜະລິດຕະພັນໃໝ່. ຜູ້ນຳໃຊ້ແມ່ນແບ່ງເປັນຫຼາຍກຸ່ມ ເຊັ່ນວ່າ: ສວນພືດສາສາດ, ນັກຄົ້ນຄວ້າເຊິ່ງອຸດສາຫະກຳ ເຊັ່ນ: ດ້ານອຸດສາຫະກຳການຢາ, ດ້ານກະສິກຳ ແລະ ດ້ານອຸດສາຫະກຳເຄື່ອງສຳອະງ. ສະຫຼຸບໂດຍຫຍໍ້: ຜູ້ນຳໃຊ້ຄື ອົງກອນ/ກຸ່ມຄົນໃດກໍ່ຕາມ ທີ່ມີຈຸດປະສົງເຂົ້າມານຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ.

ຜູ້ປະສານງານແຫ່ງຊາດຂອງອະນຸສັນຍາ ນາໂກຍາ (National Focal Points (NFPs): ແມ່ນອຳນວຍຄວາມສະດວກໃນການເຂົ້າເຖິງ ແລະ ການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ, ຜູ້ນຳໃຊ້ຈຳເປັນຕ້ອງເຂົ້າໃຈຂະບວນການຢ່າງຊັດເຈນ ແລະ ມີຄວາມໂປ່ງໃສເຊິ່ງລະບຸໄວ້ລະອຽດວ່າ ຕ້ອງຕິດຕໍ່ຫາໃຜ ແລະ ມີຂໍ້ກຳນົດ ແລະ ຂະບວນການອື່ນໃດແນ່ພາຍໃນປະເທດຂອງຜູ້ເປັນເຈົ້າຂອງ ເພື່ອໃຫ້ເຂົ້າເຖິງຂໍ້ມູນ ຜູ້ປະສານງານແຫ່ງຊາດແມ່ນມີໜ້າທີ່ຮັບຜິດຊອບໃນການສະໜອງຂໍ້ມູນ.

ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອທີ່ກ່ຽວຂ້ອງກັບຊັບພະຍາກອນພັນທຸກຳ (Traditional knowledge associated with genetic resources): ໝາຍເຖິງຄວາມຮູ້ພູມປັນຍາຜື້ນບ້ານ, ນະວັດຕະກຳ ແລະ ການປະຕິບັດຂອງປະຊາຊົນບັນດາເຜົ່າ ທີ່ມີການນຳໃຊ້ປະໂຫຍດຄວາມຫຼາກຫຼາຍຈາກຊັບພະຍາກອນຊີວະນາໆພັນໃນທ້ອງຖິ່ນ ແລະ ບໍ່ຈຳກັດຢູ່ພຽງແຕ່ຄວາມຮູ້ທີ່ກ່ຽວຂ້ອງກັບຊັບພະຍາກອນພັນທຸກຳເທົ່ານັ້ນ.



ພາກສະໜີ

ສປປ ລາວ ແມ່ນປະເທດທີ່ຕິດກັບທະເລ ແລະ ຕັ້ງຢູ່ໃຈກາງຂອງໃນທະວີບອາຊີຕາເວັນອອກສຽງໃຕ້ ອ້ອມຮອບດ້ວຍປະເທດຫວຽດນາມ, ໄທ, ກຳປູເຈຍ, ມຽນມາ ແລະ ສປ ຈີນ ເຊິ່ງເຮັດໃຫ້ມີວັດທະນະທຳປະຫວັດສາດທີ່ຍາວນານ ແລະ ມີຄວາມອຸດົມສົມບູນໄປດ້ວຍລະບົບສິ່ງແວດລ້ອມ, ພູມີປະເທດທີ່ຫຼາກຫຼາຍ ແລະ ມີຄວາມຫຼາກຫຼາຍທາງດ້ານຊົນຊາດຊົນເຜົ່າ ເຊິ່ງມີເນື້ອທີ່ທັງໝົດກວມເອົາ 236,800 ກິໂລຕາແມັດ. ສປປ ລາວ ເປັນປະເທດທີ່ມີຄວາມຫຼາກຫຼາຍດ້ານຊັບພະຍາກອນຊີວະນາໆພັນທີ່ສຳຄັນໃນລະດັບສາກົນໂດຍສະເພາະປ່າຮ້ອນຊຸ່ມ, ພູມີປະເທດເຂດຫີນປູນ ແລະ ປ່າເຂດພູສູງ ເຊິ່ງເປັນໜຶ່ງໃນ 10 ປະເທດທີ່ມີຄວາມຫຼາກຫຼາຍດ້ານຊີວະນາໆພັນທີ່ສຳຄັນຂອງໂລກ ແລະ ເປັນທີ່ຢູ່ອາໄສຂອງສາຍພັນທີ່ໃກ້ຈະສູນພັນ ແລະ ມີຄວາມສຳຄັນຕໍ່ລະບົບນິເວດຫຼາຍທີ່ສຸດຂອງໂລກ (Worldbank 2020 and MoNRE 2016). ປະເທດລາວມີ 11,000 ຊະນິດຂອງພືດດອກ, 166 ຊະນິດຂອງສັດເລືອຄານ ແລະ ສັດເຄິ່ງບົກເຄິ່ງນ້ຳ, 700 ຊະນິດຂອງນົກ, 90 ຊະນິດຂອງເຈຍທີ່ຄົ້ນພົບ, 500 ຊະນິດຂອງປາ ແລະ 100 ຊະນິດຂອງສັດລ້ຽງລູກດ້ວຍນົມ ແລະ ຍັງມີອີກຫຼາກຫຼາຍຊະນິດທີ່ກຳລັງຄົ້ນພົບໃໝ່. ຊັບພະຍາກອນເຫຼົ່ານີ້ແມ່ນມີຄວາມສຳຄັນຫຼາຍສຳລັບການພັດທະນາເສດຖະກິດຂອງປະເທດ ໂດຍສະເພາະປະເທດທີ່ການຜະລິດຍັງຂຶ້ນກັບແຫຼ່ງຊັບພະຍາກອນຊີວະນາໆພັນທຳມະຊາດ, ການຜະລິດກະສິກຳ ແລະ ປ່າໄມ້. ນອກຈາກນີ້, ການເຂົ້າເຖິງ ແລະ ການນຳໃຊ້ປະໂຫຍດຈາກຊັບພະຍາກອນພັນທຸກຳ ຍັງອາດດຶງດູດການຄົ້ນຄວ້າ ແລະ ພັດທະນາ ໃນຂົງເຂດເຕັກໂນໂລຊີຊີວະພາບ, ອຸດສາຫະກຳການຢາ ແລະ ອຸດສາຫະກຳເຄື່ອງສຳອາງ. ດັ່ງນັ້ນ, ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳຢ່າງສະເໝີພາບ ແລະ ເປັນທຳ ມັນຈະບໍ່ພຽງແຕ່ຊ່ວຍໃນການອະນຸລັກຊີວະນາໆພັນເທົ່ານັ້ນ ແຕ່ມັນຍັງຊ່ວຍສົ່ງເສີມການພັດທະນາເສດຖະກິດທີ່ຍືນຍົງ ຫຼຸດຜ່ອນຄວາມທຸກຍາກ, ສ້າງຄວາມໝັ້ນຄົງໃນການດຳລົງຊີວິດຂອງຊຸມຊົນ ແລະ ຊຸກຍູ້ດ້ານເສດຖະກິດຂອງປະເທດທີ່ເປັນມິດຕໍ່ສິ່ງແວດລ້ອມ.

ສປປ ລາວ ແມ່ນໜຶ່ງໃນຫຼາຍປະເທດທີ່ເປັນພາຄີຂອງສິນທິສັນຍາ ຄວາມຫຼາກຫຼາຍດ້ານຊີວະນາໆພັນ ໃນປີ 1996 ແລະ ອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2012. ການເຂົ້າເປັນປະເທດພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ຖືເປັນບາດກ້າວສຳຄັນໃນການແກ້ໄຂບັນຫາການຄ້າຂາຍຊີວະນາໆພັນທີ່ຜິດກົດໝາຍ ແລະ ການເຊື່ອມໂຊມຂອງສະພາບຄວາມຫຼາກຫຼາຍດ້ານຊີວະນາໆພັນ. ຄວາມຄາດຫວັງຂອງການຈັດຕັ້ງປະຕິບັດຂອງອະນຸສັນຍາ ນາໂກຢາ ແມ່ນຈະຊ່ວຍໃນການອະນຸລັກຄວາມຫຼາກຫຼາຍຊີວະນາໆພັນໃນລະດັບຊາດ ແລະ ສ້າງໂອກາດທາງດ້ານເສດຖະກິດໃຫ້ແກ່ຊຸມຊົນ ໂດຍສະເພາະຊຸມຊົນໃນເຂດຫ່າງໄກສອກຫຼີກ ທີ່ການດຳລົງຊີວິດຍັງຕິດພັນກັບຊັບພະຍາກອນທຳມະຊາດ. ແຕ່ເຖິງຢ່າງໃດກໍຕາມ ຄວາມເຂົ້າໃຈວຽກງານການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ (ABS) ແລະ ການແຍກວຽກງານເຫຼົ່ານີ້ອອກຈາກບັນຫາອື່ນໆ ທີ່ກ່ຽວຂ້ອງກັບການອະນຸລັກ ແລະ ການນຳໃຊ້ແບບຍືນຍົງ ກໍຍັງເປັນສິ່ງທ້າທາຍຢູ່ໃນຂັ້ນສູນກາງ ແລະ ທ້ອງຖິ່ນ, ເຖິງແມ່ນວ່າຈະມີຄວາມຈຳກັດດ້ານຊັບພະຍາກອນ ແລະ ຊ່ອງວ່າງຫຼາກຢ່າງໃນລະບຽບການຄຸ້ມຄອງ ລວມທັງຄວາມອາດສາມາດຂອງສະຖາບັນການຄົ້ນຄວ້າ ແລະ ບຸກຄະລາກອນໃນຂົງເຂດວຽກງານດັ່ງກ່າວ ແຕ່ ສປປ ລາວ ກໍໄດ້ສະແດງໃຫ້ເຫັນເຖິງຄວາມຄືບໜ້າໃນການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ, ໃນລະຫວ່າງປີ 2000-2004 ສປປ ລາວ ໄດ້ສ້າງຍຸດທະສາດ ແລະ ແຜນດຳເນີນງານແຫ່ງຊາດວ່າດ້ວຍຄວາມຫຼາກຫຼາຍດ້ານຊີວະນາໆພັນ (NBSAP) ສະບັບທຳອິດ ທີ່ໄດ້ກຳນົດເອົາບັນຫາຫຼັກຕໍ່ໄປນີ້ ທີ່ກ່ຽວພັນກັບ ABS: ຂາດລະບຽບທີ່ກ່ຽວຂ້ອງກັບການປົກປັກຮັກສາຄວາມຫຼາກຫຼາຍຊີວະນາໆພັນ ແລະ ຄວາມຮູ້ພື້ນບ້ານອັນເປັນມູນເຊື້ອ (TK), ການຮ່ວມມືກັບສາກົນທີ່ຈຳກັດ, ຄວາມເຂົ້າໃຈໃນການເຂົ້າເຖິງ ແລະ ການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳທີ່ບໍ່ພຽງພໍ ແລະ ພາກສ່ວນທີ່ກ່ຽວຂ້ອງແມ່ນຍັງຂາດຄວາມຮູ້ ແລະ ຂໍ້ມູນຂ່າວສານໃນການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນໃນລະດັບສາກົນ. ນອກນີ້ ບົດລາຍງານແຫ່ງຊາດຂອງ NBSAP ໃນປີ 2011 ກໍໄດ້ລະບຸໄວ້ວ່າ ວຽກງານ ABS ແມ່ນບໍ່ໄດ້ຖືກຈັດຕັ້ງປະຕິບັດຕາມແຜນເທື່ອ. ຫຼັງຈາກເຂົ້າເປັນປະເທດພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2012 ພວກເຮົາກໍໄດ້ສ້າງແຜນດຳເນີນງານແຫ່ງຊາດວ່າດ້ວຍ ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແບບສະເໝີພາບ

ແລະ ເປັນທຳ ໃນປີ 2013 ທີ່ຖືເປັນນະໂຍບາຍ ແລະ ລະບຽບການຂອງລັດຖະບານ ໃນການຄຸ້ມຄອງຊັບພະຍາກອນ ພື້ນທຸກຳ ແລະ ເປັນກົນໄກສຳລັບການສ້າງຈິດສຳນຶກ ແລະ ການມີສ່ວນຮ່ວມຂອງສັງຄົມ.

ບົດລາຍງານ NBSAP ສະບັບທີສອງ ໃນລະຫວ່າງປີ 2016-2025 ໄດ້ໃຫ້ຂໍ້ສັງເກດວ່າມີຄວາມຄືບໜ້າໜ້ອຍໜຶ່ງ ກ່ຽວກັບ ABS ແລະ ໄດ້ກຳນົດເປົ້າໝາຍເພື່ອອອກກົດໝາຍສຳລັບ ABS ແລະ TK ເຊິ່ງມັນໄດ້ສະແດງໃນຍຸດທະ ສາດທີ 3: ການສ້າງຄວາມເຂັ້ມແຂງໃຫ້ຖານຄວາມຮູ້ສຳລັບການຕັດສິນໃຈແບບມີຍຸດທະສາດ ໂດຍສະເພາະເປົ້າ ໝາຍທີ 3.1.1 ແລະ 3.1.2 ເຊິ່ງມັນໄປສອດຄ່ອງກັບ ການຕັດສິນໃຈຂອງກອງປະຊຸມປະເທດພາຄີ ຄັ້ງທີ 15 (COP15) ຈຸດມຸ່ງໝາຍ C, ເປົ້າໝາຍ 13 ມາດຕະການບັງຄັບໃຊ້ກົດໝາຍ, ນະໂຍບາຍ, ລະບຽບການ ແລະ ເສີມ ສ້າງຄວາມສາມາດໃນການຈັດຕັ້ງປະຕິບັດໃຫ້ມີປະສິດທິພາບໃນທຸກຂັ້ນ ເພື່ອໃຫ້ໝັ້ນໃຈວ່າການນຳໃຊ້ ຊັບພະຍາກອນຊີວະນາໆພັນແມ່ນມີການແບ່ງປັນຜົນປະໂຫຍດ ແບບສະເໝີພາບ ແລະ ເປັນທຳ. ປະຈຸບັນປະເທດ ເຮົາມີກອບແຜນດຳເນີນງານ ແລະ ເນື້ອໃນພື້ນຖານທີ່ລະບຸການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ ແຕ່ວ່າຍັງບໍ່ສົມ ບູນເທື່ອ. ມາດຕາ 24 ຂອງກົດໝາຍ ວ່າດ້ວຍຄວາມປອດໄພດ້ານເຕັກໂນໂລຊີຊີວະພາບ ປີ 2014 ທີ່ກຳນົດວຽກ ງານ ABS ໂດຍຮຽກຮ້ອງໃຫ້ມີດຳລັດສະເພາະ ABS ເພື່ອເປັນບ່ອນອີງໃນການຈັດຕັ້ງປະຕິບັດ ແລະ ມາດຕາ 22 ຂອງກົດໝາຍສະບັບດັ່ງກ່າວ ຊ່ວຍໃນການປົກປ້ອງພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ທີ່ຕິດພັນກັບຊັບພະຍາກອນ ພື້ນທຸກຳ ແຕ່ກໍຍັງບໍ່ທັນມີນະໂຍບາຍແຫ່ງຊາດກ່ຽວກັບ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ແລະ ສິດທິຊັບສິນທາງ ປັນຍາ. ເພື່ອເປັນແນວທາງໃນການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ ປຶ້ມຄູ່ມືສະບັບນີ້ ຈຶ່ງມີຈຸດປະສົງອະທິບາຍ ຂັ້ນຕອນພື້ນຖານ ແລະ ກົນໄກການຈັດຕັ້ງປະຕິບັດ ນອກນີ້ເອກະສານດັ່ງກ່າວຍັງກວມເອົາລາຍລະອຽດຂັ້ນຕອນ ການຂໍອະນຸຍາດ, ການເຈລະຈາ ແລະ ການລົງນາມໃນສັນຍາ, ການແບ່ງປັນຜົນປະໂຫຍດຂອງການນຳໃຊ້ ຊັບພະຍາກອນພື້ນທຸກຳ, ຂໍ້ກຳນົດສຳລັບອົງການ ຫຼື ບຸກຄົນທີ່ມີເຈດຈຳນົງມາຂໍນຳໃຊ້ຊັບພະຍາກອນພື້ນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ໃນ ສປປ ລາວ. ຄູ່ມືສະບັບນີ້ແມ່ນສ້າງ ແລະ ພັດທະນາໂດຍກົມຄຸ້ມຄອງ ວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ເຊິ່ງໂຄງການຄັ້ງນີ້ແມ່ນໄດ້ຮັບການສະໜັບສະໜູນດ້ານງົບປະມານ ແລະ ວິຊາການ ຈາກ GIZ Global ພາຍໃຕ້ໂຄງການ “ສ້າງຄວາມເຂັ້ມແຂງໃນການຈັດຕັ້ງປະຕິບັດເປົ້າໝາຍຊີວະ ນາໆພັນສາກົນໃນລະດັບຊາດ (GBF Implementation)” ແລະ ໂຄງການ “ປົກປັກຮັກສາ ແລະ ນຳໃຊ້ລະບົບ ນິເວດປ່າໄມ້ ແລະ ຊີວະນາໆພັນແບບຍືນຍົງ” (ProFEB) ຕາງໜ້າໃຫ້ກະຊວງການຮ່ວມມືດ້ານເສດຖະກິດ ແລະ ການພັດທະນາແຫ່ງສະຫະພັນ ເຢຍລະມັນ (BMZ) ສົມທົບທຶນໂດຍ ອົງການຮ່ວມມືເພື່ອການພັດທະນາຂອງ ປະເທດນອກແວ (NORAD) ແລະ ຈັດຕັ້ງປະຕິບັດໃນກອບແຜນງານການຮ່ວມມືເພື່ອຈັດຕັ້ງປະຕິບັດ NBSAP.

ຄຳນຳ

ອະນຸສັນຍາ ນາໂກຢາ ແມ່ນລະບຽບການສາກົນເພື່ອສະໜັບສະໜູນ ສິນທິສັນຍາ ຄວາມຫຼາກຫຼາຍດ້ານຊີວະນາໆ ພັນ (CBD) ເພື່ອຮັບປະກັນການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແບບສະເໝີພາບ ແລະ ເປັນທຳ. ສປປ ລາວ ໃຫ້ສັດຕະຍາບັນຕໍ່ອະນຸສັນຍາ ນາໂກຢາ ໃນເດືອນ ກັນຍາ ປີ 2012 ແລະ ມີຜົນບັງຄັບ ໃຊ້ໃນປີ 2014, ອະນຸສັນຍາດັ່ງກ່າວ ມີຫຼັກການພື້ນຖານໃນການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະ ການ ແບ່ງປັນຜົນປະໂຫຍດຈາກຊັບພະຍາກອນດັ່ງກ່າວ ເອີ້ນສັ້ນໆວ່າ ABS. ABS ຖືວ່າເປັນສິ່ງທີ່ຂ້ອນຂ້າງໃໝ່ສຳລັບ ສປປ ລາວ ໂດຍມີສິ່ງທ້າທາຍຫຼາຍຢ່າງໃນການຈັດຕັ້ງປະຕິບັດຢູ່ໃນລະດັບປະເທດ ເຊັ່ນ ກອບການຄຸ້ມຄອງທີ່ບໍ່ ສົມບູນ ແລະ ບໍ່ທັນມີລະບຽບສະເພາະ. ວຽກງານ ABS ສຳລັບຜູ້ທີ່ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸ ກຳ ເປັນຕົ້ນແມ່ນບັນດາກະຊວງຕ່າງໆທີ່ກ່ຽວຂ້ອງ, ສະຖາບັນຄົ້ນຄວ້າຂອງພາກເອກະຊົນ, ຊຸມຊົນບັນດາເຜົ່າ, ຜູ້ ສ້າງລະບຽບການ, ສະຖາບັນສຶກສາ ແລະ ສັງຄົມທົ່ວໄປ ແມ່ນຍັງມີຄວາມເຂົ້າໃຈວຽກງານນີ້ໜ້ອຍຫຼາຍ. ອົງກອນ ຮັບຜິດຊອບມີຄວາມພະຍາຍາມໃນການເຜີຍແຜ່ວຽກງານດັ່ງກ່າວໃຫ້ກວ້າງຂວາງຂຶ້ນ ແລະ ໃຫ້ກວມເອົາທຸກ ພາກສ່ວນທີ່ກ່ຽວຂ້ອງ ມັນຈຶ່ງເປັນທີ່ມາໃນການເຮັດປຶ້ມຄູ່ມືສະບັບນີ້. ປຶ້ມຄູ່ມືການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນ ປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ສຳລັບຜູ້ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ສະບັບນີ້ ໃຫ້ຂໍ້ມູນທີ່ຈຳເປັນກ່ຽວກັບລະບຽບການ ແລະ ຂັ້ນຕອນການຄຸ້ມຄອງຊັບພະຍາກອນພັນທຸກຳພາຍໃນ ປະເທດ ເຊິ່ງລວມເອົາປະສົບການ-ການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ ຢູ່ພາຍໃນ ແລະ ຕ່າງປະເທດ.

ຄູ່ມືສະບັບນີ້ມີເປົ້າໝາຍເພື່ອພັດທະນາຄວາມອາດສາມາດຂອງຜູ້ມີສ່ວນຮ່ວມໃນການເຂົ້າເຖິງ ແລະ ນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມບັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ຂອງ ສປປ ລາວ ເປັນຕົ້ນແມ່ນ ບັນດາບໍລິສັດ ຕ່າງໆ, ວິສາຫະກິດເອກະຊົນ, ຊຸມຊົນທ້ອງຖິ່ນ, ຜູ້ກຳນົດນະໂຍບາຍ, ໜ່ວຍງານຄຸ້ມຄອງ, ຜູ້ສ້າງລະບຽບການ, ສະ ຖາບັນຄົ້ນຄວ້າ, ສະຖາບັນການສຶກສາທັງພາກລັດ ແລະ ເອກະຊົນ. ບັນດາຂໍ້ມູນໃນປຶ້ມຫົວນີ້ຈະເປັນເຄື່ອງມືຊ່ວຍ ໃນການສື່ສານ, ໃຫ້ຄວາມຮູ້ ແລະ ສ້າງຄວາມເຂົ້າໃຈວຽກງານ ABS ພາຍໃນປະເທດໃຫ້ຫຼາຍຂຶ້ນ. ເອກະສານ ສະບັບນີ້ໄດ້ຖືກສ້າງຂຶ້ນໂດຍທີມງານ ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ທີ່ຜ່ານຂະບວນ ການທົບທວນເອກະສານ, ການຮຽນຮູ້ຈາກປະສົບການຕົວຈິງ, ມີການກວດຜ່ານຈາກຊ່ຽວຊານພາຍໃນ ແລະ ສາກົນ, ຜ່ານກອງປະຊຸມປຶກສາຫາລືກັບພາກສ່ວນທີ່ກ່ຽວຂ້ອງ ພວກເຮົາຄາດວ່າເອກະສານສະບັບນີ້ຈະມີປະໂຫຍດ ໃນການສ້າງຄວາມເຂົ້າໃຈໃຫ້ແກ່ຜູ້ຈັດຕັ້ງປະຕິບັດໂຄງການຕ່າງໆທີ່ກ່ຽວຂ້ອງກັບຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມ ບັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ເພື່ອທີ່ຈະກ້າວໄປຫາການອະນຸລັກ, ການນຳໃຊ້ແບບຍືນຍົງ ແລະ ສ້າງຜົນປະໂຫຍດ ສູງສຸດໃຫ້ແກ່ຊຸມຊົນບັນດາເຜົ່າ.

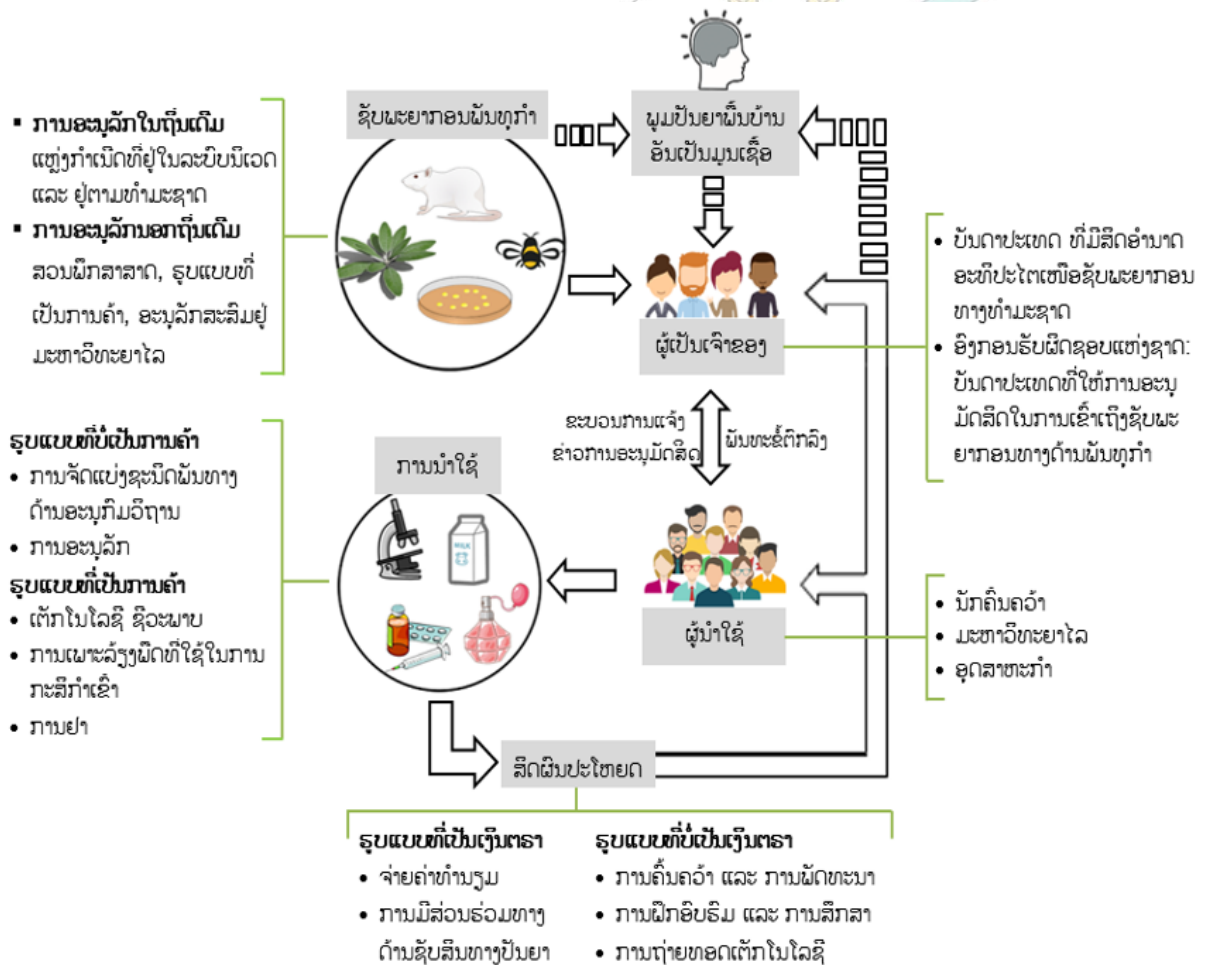
ພາກທີ I ແນະນຳຫຼັກການພື້ນຖານຂອງ ABS

ສປປ ລາວ ເຂົ້າເປັນພາສີຂອງສິນທິສັນຍາວ່າດ້ວຍຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ (CBD) ໃນເດືອນ ກັນຍາ 1996 ສ່ວນອະນຸສັນຍາ ນາໂກຢາ ເປັນຂໍ້ຕົກລົງເພີ່ມເຕີມຂອງ CBD ທີ່ມີຜົນທາງກົດໝາຍ ແລະ ນຳໃຊ້ ເປັນລະບຽບການສາກົນ ເພື່ອໃຫ້ໜັ້ນໃຈວ່າມີການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນຊີວະນາໆພັນ ພາຍໃຕ້ແບບສະເໝີພາບ ແລະ ເປັນທຳ ແນໃສ່ສິ່ງເສີມການອະນຸລັກ ແລະ ການນຳໃຊ້ຄວາມຫຼາກຫຼາຍຊີວະນາໆພັນ ແບບຍືນຍົງ. ອະນຸສັນຍາ ນາໂກຢາ ໄດ້ຖືກຮັບຮອງຈາກສະຫະປະຊາຊາດໃນປີ 2010 ແລະ ມີຜົນບັງຄັບໃຊ້ໃນປີ 2014 ເຊິ່ງ ສປປ ລາວ ໄດ້ໃຫ້ສັດຕະຍາບັນອະນຸສັນຍານາໂກຢາ ໃນວັນທີ 26 ເດືອນກັນຍາ ປີ 2012, ລາຍຊື່ ບັນດາປະເທດພາຄີສາມາດເບິ່ງໄດ້ໃນເວບໄຊສ <https://www.cbd.int/abs/nagoya-protocol/signatories>. ເປົ້າໝາຍຂອງອະນຸສັນຍາ ນາໂກຢາ ແມ່ນເພື່ອຕອບສະໜອງໃຫ້ແກ່ 2 ຈຸດປະສົງຂອງສິນທິສັນຍາ CBD ໄດ້ແກ່ ການອະນຸລັກຄວາມຫຼາກຫຼາຍທາງຊີວະນາໆພັນ ແລະ ຄວາມຍືນຍົງໃນການນຳໃຊ້ຊັບພະຍາກອນດັ່ງກ່າວ ໂດຍ ຮັບປະກັນໃຫ້ມີການແບ່ງປັນຜົນປະໂຫຍດແບບສະເໝີພາບ ແລະ ເປັນທຳ ລະຫວ່າງຜູ້ເປັນເຈົ້າຂອງ ແລະ ຜູ້ນຳໃຊ້. ປະເທດທີ່ມີສິດຄອບຄອງຊັບພະຍາກອນພັນທຸກຳສັດ, ພືດ ແລະ ຊັບພະຍາກອນສິ່ງທີ່ມີຊີວິດທີ່ພົບໃນເຂດປົກຄອງ ຂອງຕົນ ລວມໄປເຖິງບັນດາປະເທດອື່ນໆທີ່ຕ້ອງການນຳໃຊ້ຊັບພະຍາກອນເຫຼົ່ານັ້ນ ຈະຕ້ອງເຄົາລົບສິດອະທິປະໄຕທີ່ ໄດ້ຕົກລົງຮ່ວມກັນໃນສິນທິສັນຍາ CBD ແລະ ອະນຸສັນຍາ ນາໂກຢາ. ສິນທິສັນຍາ CBD ແລະ ແນວທາງປະຕິບັດ ຄູ່ມືແນະນຳ ບອນ (Bonn Guideline) ກ່ຽວກັບການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະ ການແບ່ງປັນຜົນ ປະໂຫຍດແບບເປັນທຳ ໄດ້ກຳນົດຫຼັກການຂອງ ABS ງ່າຍດາຍດັ່ງນີ້ ນັກຄົ້ນຄວ້າ ແລະ ບໍລິສັດຕ່າງໆ ສາມາດເຂົ້າ ເຖິງຊັບພະຍາກອນພັນທຸກຳໄດ້ກໍ່ຕໍ່ເມື່ອໄດ້ຮັບການອະນຸຍາດຈາກປະເທດທີ່ເປັນເຈົ້າຂອງເທົ່ານັ້ນ ລວມໄປເຖິງພູມ ປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອທີ່ກ່ຽວພັນກັບຊັບພະຍາກອນພັນທຸກຳ ເນື່ອງຈາກວ່າ ພູມປັນຍາພື້ນບ້ານອັນເປັນ ມູນເຊື້ອແມ່ນການຄອບຄອງຂອງປະຊາຊົນບັນດາເຜົ່າໃນຊຸມຊົນທ້ອງຖິ່ນ ທີ່ໄດ້ມີການຄົ້ນພົບສ່ວນປະສົມອັນໃໝ່ໆ ຈາກຊັບພະຍາກອນເຫຼົ່ານັ້ນ.

ເມື່ອກ່າວເຖິງການແບ່ງປັນຜົນປະໂຫຍດແບບສະເໝີພາບ ແລະ ເປັນທຳ ອະນຸສັນຍາ ນາໂກຢາ ໄດ້ກຳນົດຫຼັກການ ໄວ້ວ່າ ຜົນປະໂຫຍດຈະຖືກແບ່ງປັນຕາມເງື່ອນໄຂທີ່ໄດ້ຕົກລົງກັນ (MAT) ລະຫວ່າງຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນ ພັນທຸກຳ ເອີ້ນວ່າ “ຜູ້ເປັນເຈົ້າຂອງ” ແລະ ຜູ້ຕ້ອງການເຂົ້າມານຳໃຊ້ຊັບພະຍາກອນດັ່ງກ່າວ ເອີ້ນວ່າ “ຜູ້ນຳໃຊ້”. ບັນດາປະເທດພາຄີຄວນນຳໃຊ້ຫຼັກການທີ່ແທດເໝາະເພື່ອຄຳປະກັນການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອທີ່ກ່ຽວພັນກັບຊັບພະຍາກອນພັນທຸກຳແບບສະ ເໝີພາບ ແລະ ເປັນທຳ ພາຍໃຕ້ ມາດຕາທີ 8j, 15, 16 ແລະ 19 ຂອງສິນທິສັນຍາ CBD. ໃນຂະນະດຽວກັນ ຜູ້ນຳ ໃຊ້ຈະຕ້ອງຄຳນຶງເຖິງຂັ້ນຕອນ ແລະ ຂະບວນການແຈ້ງຂ່າວການອະນຸມັດສິດ (PIC) ນຳປະເທດທີ່ເປັນເຈົ້າຂອງ ກ່ອນການນຳໃຊ້ຊັບພະຍາກອນດັ່ງກ່າວ. ຂະບວນການແຈ້ງຂ່າວອະນຸມັດສິດ (PIC) ຄວນລະບຸຊັດເຈນຈຸດປະສົງ ຂອງການຄົ້ນຄວ້າ ແລະ ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ, ສ່ວນຂໍ້ຕົກລົງຮ່ວມກັນ (MAT) ກໍ່ຄວນກຳນົດຜົນ ປະໂຫຍດສຳລັບຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ ຂໍ້ຜູກມັດທາງສັນຍາ. ຮູບແບບການແບ່ງປັນຜົນ ປະໂຫຍດທີ່ໄດ້ຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳມີ 2 ຮູບແບບຄື ຮູບແບບທີ່ເປັນເງິນຕາ ໄດ້ແກ່ການຊຳລະ ເປັນເງິນສົດ, ຄ່າທຳນຽມການເຂົ້າເຖິງ/ຄ່າທຳນຽມຕໍ່ຕົວຢ່າງທີ່ເກັບ, ແບ່ງປັນຜົນກຳໄລ, ຄ່າທຳນຽມໃນການອອກ ໃບອະນຸຍາດສຳລັບການຄ້າ, ຄ່າທຳນຽມສິດນຳໃຊ້, ຄ່າທຳນຽມຜິເສດສົມທົບເຂົ້າໃນກອງທຶນການອະນຸລັກ- ການນຳໃຊ້ຊີວະນາໆພັນແບບຍືນຍົງ, ສົມທົບທຶນການຄົ້ນຄວ້າ, ເງິນປະຈຳແຕ່ລະເດືອນຕາມທີ່ຕົກລົງກັນ, ການ ຮ່ວມທຶນ ແລະ ການເປັນເຈົ້າຂອງຊັບສິນທາງປັນຍາຮ່ວມກັນ. ການແບ່ງປັນຜົນປະໂຫຍດໃນຮູບແບບທີ່ບໍ່ເປັນ ເງິນຕາ ໄດ້ແກ່ການພັດທະນາຊັບພະຍາກອນມະນຸດ, ການຖ່າຍທອດຄວາມຮູ້ ແລະ ເຕັກໂນໂລຊີ, ການເສີມສ້າງ ພື້ນຖານໂຄງລ່າງດ້ານການຄົ້ນຄວ້າວິທະຍາສາດ ແລະ ເຕັກໂນໂລຊີ, ການແບ່ງປັນຜົນການຄົ້ນຄວ້າ, ການຮ່ວມມື ປະກອບສ່ວນໃນການຄົ້ນຄວ້າ-ພັດທະນາ ໂດຍສະເພາະກົດຈະກຳຄົ້ນຄວ້າທາງດ້ານເຕັກໂນໂລຊີຊີວະພາບໃນ

ປະເທດທີ່ເປັນເຈົ້າຂອງ, ການຝຶກອົບຮົມ, ການແລກປ່ຽນຂໍ້ມູນຂ່າວສານ ແລະ ອື່ນໆ. ຫຼັກການເຫຼົ່ານີ້ແມ່ນໃຊ້ສໍາລັບຜູ້ນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາເພື່ອການຄ້າ ແລະ ຍັງຝຶກຈາລະນາເປັນຫຼັກການພື້ນຖານສໍາລັບຜູ້ທີ່ນໍາໃຊ້ບໍ່ແມ່ນການຄ້າ ໂດຍຈຸດປະສົງຂອງແນວຄວາມຄິດດັ່ງກ່າວແມ່ນເພື່ອຊ່ວຍໃຫ້ພວກເຮົາອະນຸລັກຊັບພະຍາກອນພັນທຸກໍາດ້ວຍການແບ່ງປັນຜົນປະໂຫຍດຈາກການນໍາໃຊ້ແບບສະເໝີພາບ ແລະ ເປັນທໍາ.

ອະນຸສັນຍາ ນາໂກຢາ ສະແດງໃຫ້ເຫັນກ່ຽວກັບຫຼັກການ-ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດທີ່ເປັນອົງປະກອບສໍາຄັນຂອງສົນທິສັນຍາ CBD ສໍາລັບປະເທດທີ່ເປັນເຈົ້າຂອງ ແລະ ປະເທດນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາປະຕິບັດໃຫ້ຖືກຕ້ອງຕາມລະບຽບ, ອະນຸສັນຍານີ້ມີໄວ້ເພື່ອເພີ່ມຄວາມເຊື່ອໝັ້ນທາງດ້ານກົດໝາຍສໍາລັບທຸກປະເທດທີ່ເປັນພາຄີ ແລະ ມີສ່ວນຮ່ວມໃນການນໍາໃຊ້ຊັບພະຍາກອນຊີວະນາໆພັນ ນອກຈາກນີ້ ອົງປະກອບສໍາຄັນທີ່ຖືກເພີ່ມໃສ່ໃນອະນຸສັນຍານີ້ກໍຄື ຈຸດກວດສອບທີ່ເປັນທາງການ ທີ່ຕ້ອງໄດ້ສ້າງຕັ້ງຂຶ້ນໃນບັນດາປະເທດທີ່ໄດ້ນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາ. ຈຸດກວດສອບນີ້ໃຊ້ໃນການຕິດຕາມ, ກວດກາ, ຍັງຢືນຢັນຂະບວນການແຈ້ງຂ່າວການອະນຸມັດສິດ (PIC) ແລະ ຂໍ້ຕົກລົງຮ່ວມກັນ (MAT). ຂໍ້ມູນທີ່ເກັບກໍາໄດ້ຈະຖືກປ້ອນເຂົ້າໃນຖານຂໍ້ມູນສະເພາະ ທີ່ເປີດສາທະລະນະໃຫ້ປະເທດທີ່ສະໜອງຊັບພະຍາກອນພັນທຸກໍາສາມາດກວດສອບຄືນໄດ້ບັນດາຂໍ້ມູນເຫຼົ່ານັ້ນ, ຂັ້ນຕອນນີ້ຈະຊ່ວຍໃຫ້ສາມາດຕິດຕາມຊັບພະຍາກອນພັນທຸກໍາໂດຍຜູ້ເປັນເຈົ້າຂອງ ໄປຫາຜູ້ນໍາໃຊ້ ຕະຫຼອດຮອດການພັດທະນາເປັນນະວັດຕະກໍາໃໝ່ ແລະ ການຄ້າຂາຍທີ່ອາດຈະເກີດຂຶ້ນ ເຊິ່ງມັນຈະຊ່ວຍຮັບປະກັນການແບ່ງປັນຜົນປະໂຫຍດຈາກການຂາຍຜະລິດຕະພັນທີ່ໄດ້ຈາກຊັບພະຍາກອນພັນທຸກໍາອອກສູ່ຕະຫຼາດ ດັ່ງນັ້ນ, ປະເທດພາຄີ ຕ້ອງຖ່າຍທອດຄວາມຮູ້ດ້ານກົດໝາຍ ແລະ ລະບຽບການພາຍໃນໃຫ້ທຸກຂະແໜງການທີ່ມີສ່ວນຮ່ວມເປັນຕົ້ນແມ່ນຜູ້ເປັນເຈົ້າຂອງ, ຜູ້ນໍາໃຊ້ ແລະ ຜູ້ເຮັດວຽກກ່ຽວກັບການອະນຸລັກຊີວະນາໆພັນ.



ຮູບທີ່ 1 ຮູບປະກອບການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດ

ສັງລວມແລ້ວ ABS ແມ່ນກ່າວເຖິງວິທີການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະ ວິທີການແບ່ງປັນຜົນປະໂຫຍດ ທີ່ເກີດຈາກການນຳໃຊ້ຊັບພະຍາກອນດັ່ງກ່າວ ລະຫວ່າງຄົນ ຫຼື ປະເທດທີ່ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ (users) ແລະ ຄົນ ຫຼື ປະເທດທີ່ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ (providers).

ຈຸດປະສົງຂອງຄູ່ມື ABS ແມ່ນຫຍັງ?

ຄູ່ມືສະບັບນີ້ແມ່ນແນະນຳການສະໜອງຂໍ້ມູນກ່ຽວກັບ ABS ເພື່ອຊ່ວຍໃຫ້ຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າຂອງ ຊັບພະຍາກອນພັນທຸກຳ ມີຄວາມເຂົ້າໃຈ ແລະ ປະຕິບັດຕາມຂໍ້ກຳນົດທີ່ໄດ້ລະບຸໄວ້ພາຍໃຕ້ອະນຸສັນຍາ ນາໂກຢາ ໂດຍສະໜັບສະໜູນຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າຂອງ ມີສ່ວນຮ່ວມໃນການເຈລະຈາ, ການຕັດສິນໃຈ ລວມໄປເຖິງ ການຈັດຕັ້ງປະຕິບັດຂໍ້ຕົກລົງຮ່ວມກັນ ກ່ຽວກັບການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ (TK). ເອກະສານສະບັບນີ້ ຍັງສາມາດໃຊ້ກັບ ກິດຈະກຳການແຈ້ງຂ່າວອະນຸມັດສິດກ່ອນການເຂົ້າເຖິງ, ການຄົ້ນຄວ້າເພື່ອການສຶກສາ, ການຄົ້ນຄວ້າພັດທະນາເພື່ອ ການຄ້າ ແລະ ການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອເພື່ອການຄ້າ.

ພາກທີ II: ວິທີການ ແລະ ເປົ້າໝາຍຜູ້ນຳໃຊ້

ວິທີການຄົ້ນຄວ້າ

ປຶ້ມຫົວນີ້ສ້າງຂຶ້ນໂດຍກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ຮ່ວມກັບ GIZ Global ພາຍ ໃຕ້ໂຄງການ “ສ້າງຄວາມເຂັ້ມແຂງໃນການຈັດຕັ້ງປະຕິບັດເປົ້າໝາຍຊີວະນາໆພັນສາກົນໃນລະດັບຊາດ (GBF Implementation)” ແລະ ໂຄງການ “ປົກປັກຮັກສາ ແລະ ນຳໃຊ້ລະບົບນິເວດປ່າໄມ້ ແລະ ຊີວະນາໆພັນແບບຍືນຍົງ” (ProFEB) ຕາງໜ້າໃຫ້ກະຊວງການຮ່ວມມືດ້ານເສດຖະກິດ ແລະ ການພັດທະນາແຫ່ງສະຫະພັນ ເຢຍລະມັນ (BMZ) ສົມທົບທຶນໂດຍ ອົງການຮ່ວມມືເພື່ອການພັດທະນາຂອງປະເທດນອກແວ (NORAD) ແລະ ຈັດຕັ້ງ ປະຕິບັດໃນກອບແຜນງານການຮ່ວມມືເພື່ອຈັດຕັ້ງປະຕິບັດ NBSAP. ມີຫຼາກຫຼາຍວິທີການໃນການພັດທະນາປຶ້ມ ຫົວນີ້ ເຊັ່ນວ່າ ການທົບທວນເອກະສານທັງພາຍໃນ ແລະ ຕ່າງປະເທດ, ການກວດຜ່ານໂດຍຜູ້ຊ່ຽວຊານສະເພາະ ດ້ານ, ການປະຊຸມປຶກສາຫາລືກັບຂະແໜງການທີ່ກ່ຽວຂ້ອງ ເຊິ່ງການຮວບຮວມຂໍ້ມູນແມ່ນຢູ່ໃນລະຫວ່າງເດືອນ ຕຸລາ ຫາເດືອນ ທັນວາ ປີ 2024 ໂດຍການທົບທວນເອກະສານ, ບັນດານະໂຍບາຍ ແລະ ການຈັດຕັ້ງປະຕິບັດຕົວ ຈິງຂອງ ABS ລວມໄປເຖິງປະສົບການທີ່ໄດ້ຈາກການຈັດຕັ້ງປະຕິບັດຢູ່ພາຍໃນປະເທດ. ຮ່າງເນື້ອໃນສະບັບທຳອິດ ແມ່ນໄດ້ຜ່ານກອງປະຊຸມປຶກສາຫາລືຂັ້ນວິຊາການໃນຊ່ວງເດືອນພະຈິກ ແລະ ເດືອນທັນວາ ປີ 2024, ຄວາມຄິດ ຄວາມເຫັນທີ່ໄດ້ຈາກຜູ້ເຂົ້າຮ່ວມແມ່ນຈະຖືກຮວບຮວມໄວ້ໃນເອກະສານກ່ອນຈະສົ່ງໃຫ້ຊ່ຽວຊານພາຍໃນ ແລະ ຕ່າງປະເທດກວດຜ່ານທາງດ້ານເນື້ອໃນ ເພື່ອໃຫ້ສອດຄ່ອງກັບລະບຽບການພາຍໃນ ແລະ ສາກົນ.

ແມ່ນໃຜສາມາດໃຊ້ປຶ້ມຫົວນີ້?

ປຶ້ມຄູ່ມືຫົວນີ້ມີຈຸດປະສົງໃຊ້ສະເພາະກັບຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນ ບ້ານອັນເປັນມູນເຊື້ອທີ່ຕິດພັນກັບຊັບພະຍາກອນພັນທຸກຳ ດັ່ງນີ້:

- ກ). ບໍລິສັດ/ພາກເອກະຊົນທີ່ກ່ຽວຂ້ອງ ຕົວຢ່າງເຊັ່ນ ການຢາ, ພຶດສາດ, ການເພາະລ້ຽງພືດ, ການຂະຫຍາຍ ພັນ, ເຕັກໂນໂລຊີຊີວະພາບ, ແຫຼ່ງຈຸລະຊີບໃນຜະລິດຕະພັນອຸດສາຫະກຳ ແລະ ພຶດສວນຕ່າງໆ,
- ຂ). ຊຸມຊົນທ້ອງຖິ່ນ;
- ຄ). ຜູ້ກຳນົດນະໂຍບາຍ;
- ງ). ຜູ້ສ້າງລະບຽບການ;

- ຈ). ສະຖາບັນຄົ້ນຄວ້າພາກລັດ ແລະ ພາກເອກະຊົນ;
- ສ). ສະຖາບັນການສຶກສາ ແລະ ນັກສຶກສາ;
- ຊ). ບຸກຄົນທົ່ວໄປ;
- ຍ). ຂະແໜງການທີ່ກ່ຽວຂ້ອງອື່ນໆ.

ພາກທີ III: ການປະຕິບັດ ABS ໃນ ສປປ ລາວ

ໂດຍປະຕິບັດຕາມຜົນທະຂອງອະນຸສັນຍາ ນາໂກຢາ ໜ່ວຍງານຮັບຜິດຊອບຕ້ອງສ້າງກົນໄກການຄຸ້ມຄອງທີ່ສອດຄ່ອງ ແລະ ສາມາດປະຕິບັດໄດ້ ເປັນຕົ້ນແມ່ນ ນະໂຍບາຍ ແລະ ລະບຽບການ ແລະ ມາດຕະການຕິດຕາມກວດກາ ການເຂົ້າເຖິງ ແລະ ການນຳໃຊ້ຊັບພະຍາກອນຜົນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ ທີ່ກ່ຽວຂ້ອງກັບອຳນາດທາງກົດໝາຍ ແລະ ການຮ່ວມມືກັບບັນດາປະເທດອື່ນ ເພື່ອໃຫ້ໝັ້ນໃຈວ່າມີການປະຕິບັດຕາມກົດໝາຍລະຫວ່າງປະເທດ. ກົນໄກ ແລະ ມາດຕະການທີ່ໃຊ້ພາຍໃນປະເທດປະກອບມີດັ່ງນີ້:

3.1 ການກຳນົດອົງກອນຮັບຜິດຊອບແຫ່ງຊາດ

ອົງກອນຮັບຜິດຊອບແຫ່ງຊາດແມ່ນໄດ້ຖືກແຕ່ງຕັ້ງ ແລະ ມອບໝາຍໃນການຈັດຕັ້ງປະຕິບັດ ອະນຸສັນຍາ ນາໂກຢາ ວ່າດ້ວຍການເຂົ້າເຖິງ ແລະ ແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນຜົນທຸກຳ ໃນ ສປປ ລາວ ດັ່ງນີ້:

- ຈຸດປະສານງານແຫ່ງຊາດ ແລະ ອົງກອນຮັບຜິດຊອບແຫ່ງຊາດ ແມ່ນຂຶ້ນກັບ ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ (ສສກ), ເຊິ່ງມີພາລະບົດບາດໃນການປະສານງານ ແລະ ອຳນວຍຄວາມສະດວກໃນການຈັດຕັ້ງປະຕິບັດອະນຸສັນຍາ ນາໂກຢາ ທັງພາຍໃນ ແລະ ສາກົນ. ນອກນີ້ຍັງເຮັດໜ້າທີ່ຮັບຄຳຮ້ອງ, ກວດຄືນເອກະສານ ແລະ ແນະນຳທຸກຂັ້ນຕອນໃນການຂໍອະນຸມັດເຂົ້າໃນການນຳໃຊ້ຊັບພະຍາກອນຜົນທຸກຳ ແລະ ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ ລວມໄປເຖິງການສະໜອງບັນດາຂໍ້ມູນຕ່າງໆທີ່ກ່ຽວຂ້ອງໃຫ້ແກ່ຜູ້ນຳໃຊ້ ແລະ ກອງເລຂາ CBD ຕາມທີ່ໄດ້ລະບຸໄວ້ໃນມາດຕາທີ 13 ຂອງອະນຸສັນຍາ ນາໂກຢາ.
- ສູນຂໍ້ມູນຂ່າວສານ ຫຼື ໜ່ວຍງານເຜີຍແຜ່ຂໍ້ມູນຂ່າວສານ ແມ່ນຂຶ້ນກັບການຄຸ້ມຄອງຂອງ ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ມີໜ້າທີ່ໃນການເຜີຍແຜ່ ແລະ ສະໜອງຂໍ້ມູນກ່ຽວກັບການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດ ດັ່ງທີ່ລະບຸໄວ້ໃນມາດຕາທີ 14 ຂອງອະນຸສັນຍາ ນາໂກຢາ.
- ຈຸດກວດກາ ABS ໃນປັດຈຸບັນຍັງບໍ່ທັນໄດ້ຮັບການສ້າງຕັ້ງຂຶ້ນຢ່າງເປັນທາງການ, ເຖິງຢ່າງໃດກໍຕາມກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ແມ່ນຮັບຜິດຊອບໃນການຕິດຕາມ-ກວດກາ ແລະ ສະໜັບສະໜູນຂໍ້ມູນທີ່ຮຽກຮ້ອງມາ ຕາມການລະບຸໄວ້ໃນມາດຕາທີ 17 ຂອງອະນຸສັນຍາ ນາໂກຢາ, ສະນັ້ນ ກົມຄຸ້ມຄອງວິທະຍາສາດ, ສສກ ຈະຕ້ອງໄດ້ເກັບກຳ ແລະ ຮັບເອົາທຸກບັນດາຂໍ້ມູນທີ່ກ່ຽວຂ້ອງກັບການເຂົ້າເຖິງໂດຍການນຳໃຊ້ຊັບພະຍາກອນຜົນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ ເຊັ່ນວ່າການແຈ້ງຂ່າວອະນຸມັດສິດ, ບັນດາຂໍ້ຕົກລົງຮ່ວມກັນ ແລະ ຂໍ້ມູນຕ່າງໆທີ່ກ່ຽວຂ້ອງ.

3.2 ຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນຜົນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ

ສປປ ລາວ ມີສິດໃນການຄຸ້ມຄອງຊັບພະຍາກອນຜົນທຸກຳ ແລະ ສິດຂອງຜູ້ຖືຄອງພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ, ເຊິ່ງການຈັດປະເພດອົງກອນຮັບຜິດຊອບທີ່ຄຸ້ມຄອງຊັບພະຍາກອນຜົນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາຜື້ນບ້ານອັນເປັນມູນເຊື້ອ ແມ່ນມີລາຍລະອຽດດັ່ງນີ້:

- ກະຊວງກະສິກຳ ແລະ ປ່າໄມ້;

- ກະຊວງສາທາລະນະສຸກ;
- ກະຊວງສຶກສາທິການ ແລະ ກິລາ ເປັນຈຸດປະສານງານແຫ່ງຊາດໃນການປຶກສາຫາລືກັບບັນດາກະຊວງທີ່ກ່ຽວຂ້ອງ, ຊຸມຊົນທ້ອງຖິ່ນ ແລະ ບັນດາຜູ້ທີ່ມີສ່ວນຮ່ວມທັງໝົດ. ຈຸດປະສານງານແຫ່ງຊາດກໍ່ຖືກຈັດເປັນຜູ້ຄຸ້ມຄອງຊັບພະຍາກອນພັນທຸກຳ ໃນກໍລະນີ ຊັບພະຍາກອນພັນທຸກຳຖືກເກັບໄວ້ ແລະ ລວບລວມໄວ້ຢູ່ນອກພື້ນທີ່ດັ່ງເດີມ ເຊັ່ນ: ທະນາຄານພັນທຸກຳແຫ່ງຊາດ, ສວນພິກສາສາດ, ພິພິດທະພັນພຶດ-ສັດແຫ່ງຊາດ ແລະ ອື່ນໆ. ໃນກໍລະນີຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ບໍ່ໄດ້ຈັດຢູ່ໃນການຄຸ້ມຄອງຂອງບັນດາຂະແໜງການທີ່ກ່າວມາຂ້າງເທິງ ແມ່ນຖືວ່າຈຸດປະສານງານແຫ່ງຊາດເຮັດໜ້າທີ່ຄຸ້ມຄອງ ຫຼື ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອດັ່ງກ່າວ;
- ຊຸມຊົນທ້ອງຖິ່ນ: ຊຸມຊົນທ້ອງຖິ່ນແມ່ນຖືວ່າເປັນຜູ້ຄຸ້ມຄອງພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອທີ່ມີຢູ່ພາຍໃນຊຸມຊົນນັ້ນໆ ຢ່າງນ້ອຍບຸກຄົນໃດໜຶ່ງທີ່ໄດ້ຖືກຍອມຮັບຈາກຊຸມຊົນນັ້ນວ່າເປັນຜູ້ຖືຄອງພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ. ໃນກໍລະນີທີ່ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ທີ່ຖືຄອງຫຼາຍກຸ່ມ ຫຼາຍຊຸມຊົນ ຖືວ່າຊຸມຊົນເຫຼົ່ານັ້ນແມ່ນເປັນເຈົ້າຂອງຮ່ວມກັນ. ແຕ່ຖ້າຫາກບໍ່ມີການຢັ້ງຢືນຜູ້ຖືຄອງ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອນັ້ນ ຖືວ່າຈຸດປະສານງານແຫ່ງຊາດ ແມ່ນຜູ້ເປັນເຈົ້າຂອງ.

3.3 ການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ

ແມ່ນໃຜທີ່ຄວນຮ້ອງຂໍອະນຸຍາດ ABS ?

ນິຕິບຸກຄົນ ຫຼື ອົງການຈັດຕັ້ງ ທີ່ຢູ່ພາຍໃນປະເທດ ແລະ ຕ່າງປະເທດ ທີ່ຕ້ອງການເຂົ້າເຖິງ ແລະ ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ແມ່ນຕ້ອງຍື່ນຄຳຮ້ອງມາຍັງຈຸດປະສານງານແຫ່ງຊາດ ເຊິ່ງນິຕິບຸກຄົນ ແລະ ອົງການຈັດຕັ້ງນັ້ນໆຈະຖືກກຳນົດເປັນ “ຜູ້ນຳໃຊ້” ຊັບພະຍາກອນພັນທຸກຳ. ຜູ້ນຳໃຊ້ ແມ່ນຕ້ອງໄດ້ຂໍອະນຸຍາດ ຫຼື ການອະນຸມັດສິດ ຈາກຜູ້ເປັນເຈົ້າຂອງກ່ອນການດຳເນີນກິດຈະກຳໃນການຄົ້ນຄວ້າ-ເພື່ອພັດທະນາ ແລະ ກິດຈະກຳ ພັດທະນາເພື່ອເປັນການຄ້າ ທີ່ກ່ຽວພັນກັບການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ. ຜູ້ນຳໃຊ້ຕ້ອງມີການຮ່ວມມືກັບຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ຄວາມຮູ້ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ກໍ່ຄືບັນດາສະຖາບັນການຄົ້ນຄວ້າ, ການລົງທະບຽນກັບອົງກອນຮັບຜິດຊອບແຫ່ງຊາດ, ເຈລະຈາໃນຂໍ້ຕົກລົງຮ່ວມກັນ ເພື່ອຮັບປະກັນການອະນຸມັດສິດນຳໃຊ້. ຜູ້ນຳໃຊ້ຕ້ອງຮັບຜິດຊອບໃນການແບ່ງປັນຜົນປະໂຫຍດ ຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ແລະ ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ໃຫ້ກັບຜູ້ເປັນເຈົ້າຂອງ ຕາມທີ່ໄດ້ລະບຸໄວ້ໃນຂໍ້ຕົກລົງຮ່ວມກັນ.

ຂັ້ນຕອນການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນ ມີຫຍັງແນ່?

ຂັ້ນຕອນທີ່ງ່າຍດາຍແມ່ນສ້າງຂຶ້ນເພື່ອອຳນວຍຄວາມສະດວກໃນການຂໍອະນຸຍາດ ແລະ ພິຈາລະນາເປັນແຕ່ລະກໍລະນີ ແມ່ນຖືກນຳມາໃຊ້ໃນການຄຸ້ມຄອງຈັດການການວຽກງານ ABS ໃນປັດຈຸບັນ (ເບິ່ງຮູບພາບທີ 2 ຂັ້ນຕອນທົ່ວໄປໃນການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ). ຜູ້ທີ່ຕ້ອງການນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ໃນທຸກກໍລະນີແມ່ນຕ້ອງໄດ້ສົ່ງໃບຄຳຮ້ອງ ແລະ ບັນດາເອກະສານທີ່ກ່ຽວຂ້ອງຫາຈຸດປະສານງານແຫ່ງຊາດ (ເອກະສານຊ້ອນທ້າຍ 2. ຕົວຢ່າງແບບຟອມ (ຟອມ A) ການເຂົ້າເຖິງຊັບພະຍາກອນພັນທຸກຳ ແລະພູມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ).

ຫຼັງຈາກນັ້ນຈຸດປະສານງານແຫ່ງຊາດຈະໄດ້ກວດຄົ້ນ, ເຮັດບົດປະເມີນ ແລະ ເຮັດບົດລາຍງານສົ່ງໃຫ້ກັບອົງກອນ ຮັບຜິດຊອບທີ່ກ່ຽວຂ້ອງເພື່ອພິຈາລະນາຕັດສິນໃຈ. ໃນກໍລະນີການຮ້ອງຂໍໄດ້ຮັບການປະຕິເສດ ຫຼື ໄດ້ຮັບການ ອະນຸມັດ, ຈຸດປະສານງານແຫ່ງຊາດ ຈະໄດ້ຕິດຕໍ່ປະສານແຈ້ງຜົນການຕັດສິນໃຈຕໍ່ກັບຜູ້ຮ້ອງຂໍນຳໃຊ້ ຫຼື ຜູ້ນຳໃຊ້ ແລະ ສືບຕໍ່ຂັ້ນຕອນການອະນຸມັດສິດ.

ຜູ້ນຳໃຊ້ຈະໄດ້ຮັບການແຈ້ງຂ່າວອະນຸມັດສິດຈາກຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ມຸມປັນຍາພື້ນ ບ້ານອັນເປັນມູນເຊື້ອ ຈາກຈຸດປະສານງານແຫ່ງຊາດໂດຍຜ່ານ ໃບຢັ້ງຢືນການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ International Recognized Compliance Certificate (IRCC) ເຊິ່ງສາມາດເຂົ້າໄປກວດເບິ່ງໄດ້ໃນ ເວບ ໄຊທ໌ ສູນຂໍ້ ມູນຂ່າວສານ ABS-Clearing House Mechanism (ABS-CH) <https://absch.cbd.int/en>. ຈາກນັ້ນຜູ້ນຳໃຊ້ ສາມາດດຳເນີນກິດຈະກຳການຄົ້ນຄວ້າ-ພັດທະນາ ແລະ/ຫຼື ດຳເນີນກິດຈະກຳຄົ້ນຄວ້າ ເພື່ອການຄ້າ ຢູ່ບົນພື້ນຖານຂໍ້ຕົກລົງຮ່ວມກັບຜູ້ເປັນເຈົ້າຂອງ.

ຜູ້ນຳໃຊ້ໄດ້ຮັບຜົນກຳໄລຈາກຜະລິດຕະພັນສິນຄ້າ ຕ້ອງໄດ້ແບ່ງປັນຜົນປະໂຫຍດໃຫ້ກັບຜູ້ເປັນເຈົ້າຂອງ ຊັບພະຍາກອນພັນທຸກຳ ແລະ/ຫຼື ມຸມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ ບົນພື້ນຖານສັນຍາຮ່ວມກັນ (ເອກະສານຊ້ອນ ທ້າຍ 3 ຕົວຢ່າງຮູບແບບຮ່າງສັນຍາການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນ ແລະ ມຸມປັນຍາພື້ນບ້ານອັນເປັນມູນເຊື້ອ). ສຳລັບຜົນປະໂຫຍດທີ່ໄດ້ຮັບຈາກການແບ່ງປັນຈະຖືກນຳໃຊ້ເຂົ້າການ ຄຸ້ມຄອງບໍລິຫານ, ການພັດທະນາຊຸມຊົນ ແລະ ການອະນຸລັກຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ/ ຊັບພະຍາກອນພັນທຸກຳ.

General Procedure for Access and Benefit Sharing (ABS)



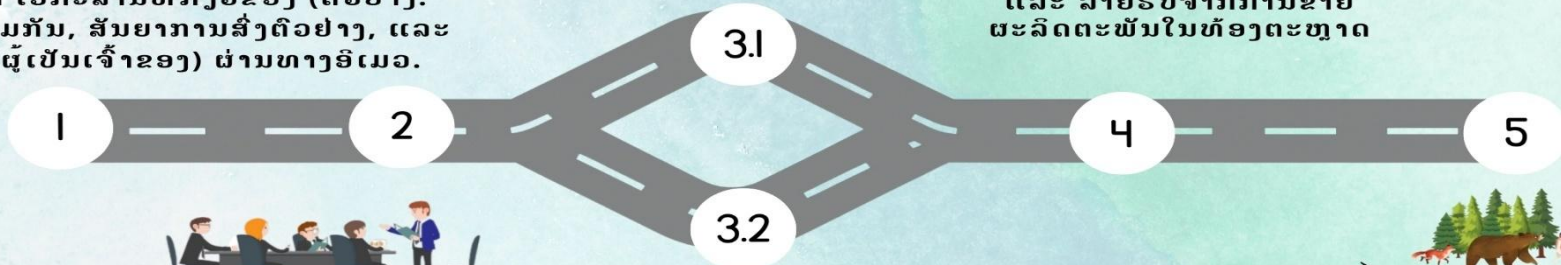
ຜູ້ນຳໃຊ້ ຕິດຕໍ່ຫາຜູ້ປະສານງານແຫ່ງຊາດ ແລະ ປະກອບຂໍ້ມູນຕາມແບບຟອມ (ຟອມ A) ພ້ອມ ທັງຄັດຕິດ ເອກະສານທີ່ກ່ຽວຂ້ອງ (ຕົວຢ່າງ: ຂໍ້ຕົກລົງຮ່ວມກັນ, ສັນຍາການສົ່ງຕົວຢ່າງ, ແລະ ອື່ນໆ ກັບຜູ້ເປັນເຈົ້າຂອງ) ຜ່ານທາງອີເມວ.



ຜູ້ນຳໃຊ້ ສາມາດດຳເນີນ ກິດຈະກຳການຄົ້ນຄວ້າ ແລະ ພັດທະນາ



ຜູ້ນຳໃຊ້ ໄດ້ຜົນຈາກການຄົ້ນຄວ້າ ແລະ ລາຍຮັບຈາກການຂາຍ ຜະລິດຕະພັນໃນທ້ອງຕະຫຼາດ



ຜູ້ນຳໃຊ້ ຈະໄດ້ຮັບໜັງສື ອະນຸຍາດ / PIC ໂດຍຜ່ານຜູ້ ປະສານງານແຫ່ງຊາດ ຫຼື ອົງ ກອນຮັບຜິດຊອບວຽກງານ ABS



ຜູ້ນຳໃຊ້ສາມາດດຳເນີນ ກິດຈະກຳຄົ້ນຄວ້າ ແລະ ພັດທະນາເພື່ອເປັນການຄ້າ



ຜູ້ນຳໃຊ້ ຈະຕ້ອງໄດ້ແບ່ງປັນຜົນ ປະໂຫຍດຈາກການນຳໃຊ້ ຊັບພະຍາກອນພັນທຸກຳ ອີງ ຕາມຂໍ້ຕົກລົງຮ່ວມກັນ.

ຂໍ້ມູນປັບປຸງໃນວັນທີ 19 ກັນຍາ 2025

ຮູບທີ່ 2 ຂັ້ນຕອນທົ່ວໄປໃນການການເຂົ້າເຖິງ ແລະ ການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ

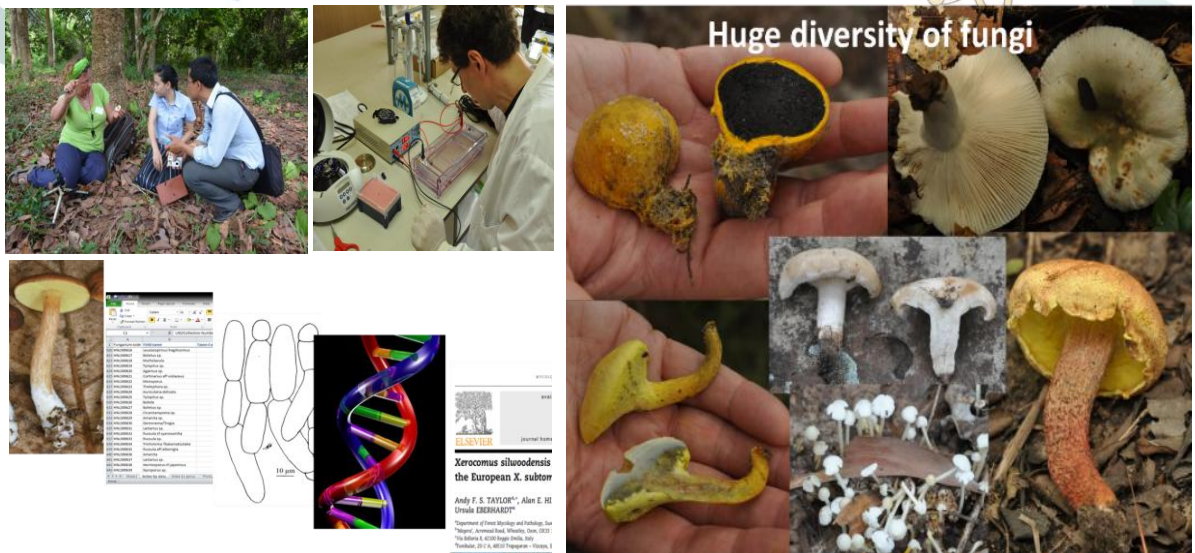
ພາກທີ IV: ກໍລະນີຕົວຢ່າງການຈັດຕັ້ງປະຕິບັດ ABS

4.1 ກໍລະນີຕົວຢ່າງໃນ ສປປ ລາວ

ສປປ ລາວ ໃຫ້ສັດຕະຍາບັນສິນທິສັນຍາ ວ່າດ້ວຍຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນໃນປີ 1996 ແລະ ເຂົ້າເປັນພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2012, ກົມຄຸ້ມຄອງວິທະຍາສາດ, ກະຊວງສຶກສາທິການ ແລະ ກິລາ ແມ່ນເຮັດໜ້າທີ່ເປັນຈຸດປະສານງານແຫ່ງຊາດ ຂອງອະນຸສັນຍາ ນາໂກຢາ ວ່າດ້ວຍການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ.

ກ. ໂຄງການ: ສ້າງຄວາມອາດສາມາດໃນການຄຸ້ມຄອງຊະນິດພັນເຫັດແບບຍືນຍົງ ພາຍໃນ ສປປ ລາວ.

ໂຄງການດັ່ງກ່າວແມ່ນເປັນການຮ່ວມມືລະຫວ່າງ ປະເທດໃນທະວີບເອີລົບ (ປະເທດສະກອດແລນ, ເອັດສະໂຕເນຍ, ເບວຢຽມ, ເດັນມາກ, ລາດຊະອະນາຈັກອັງກິດ ແລະ ເຢຍລະມັນ) ແລະ ສະຖາບັນການຄົ້ນຄ້ວາ ແລະ ມະຫາວິທະຍາໄລ ເຊິ່ງຈຸດປະສົງຫຼັກຂອງໂຄງການແມ່ນສ້າງຄວາມອາດສາມາດໃນການຄຸ້ມຄອງຈັດການຊັບພະຍາກອນເຊື້ອເຫັດ ໃນ ສປປ ລາວ ເພື່ອປະຕິບັດພັນທະຂອງສິນທິສັນຍາຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ ໂດຍຜ່ານການປຸກຈິດສຳນຶກ, ການອະນຸລັກ, ຄວາມຍືນຍົງທາງເສດຖະກິດ ແລະ ກຳນົດເຂດລະບົບນິເວດວິທະຍາທີ່ສຳຄັນ. ເປົ້າໝາຍຂອງໂຄງການແມ່ນແນ່ໃສ່ດ້ານການສຶກສາ ແລະ ການພັດທະນາຊັບພະຍາກອນມະນຸດ ເຊິ່ງຄູ່ຮ່ວມພັດທະນາທັງສອງຝ່າຍໃນໂຄງການໄດ້ມີການປຶກສາຫາລື ແລະ ຕົກລົງເຫັນດີໃນກິດຈະກຳໂຄງການ ລວມເຖິງການຕົກລົງເຫັນດີໃນການແບ່ງປັນຜົນປະໂຫຍດຮ່ວມກັນກ່ອນຈັດຕັ້ງປະຕິບັດໂຄງການ. ຜົນໄດ້ຮັບພາຍໃຕ້ການຮ່ວມມືຄັ້ງນີ້ປະກອບມີ: ການຝຶກອົບຮົມໃຫ້ວິຊາການຝ່າຍລາວທາງດ້ານເຊື້ອຣາວິທະຍາ ແລະ ຝຶກອົບຮົມວິຊາການທີ່ຮັບຜິດຊອບທໍາຜິດທະພັນພືດ ແຫ່ງຊາດ ທີ່ຂຶ້ນກັບສະຖາບັນນິເວດວິທະຍາ ແລະ ເຕັກໂນໂລຊີ ຊີວະພາບ. ໃນກິດຈະກຳໂຄງການຍັງລວມມີການສົ່ງຕົວຢ່າງເຫັດແຫ່ງໄປຝາກໄວ້ທີ່ຝຶດທະພັນພືດແຫ່ງຊາດ ອີດິນເບີກ, ປະເທດສະກອດແລນ. ນອກນີ້ຍັງໄດ້ສ້າງຄູ່ມືແນະນຳການຈັດຈຳແນກຊະນິດພັນເຫັດທີ່ເປັນພືດ ແລະ ສ້າງລົດລາຍຊື່ຊະນິດພັນເຫັດທີ່ເກັບໄດ້ພາຍໃຕ້ໂຄງການດັ່ງກ່າວ. ໂຄງການໄດ້ປຸກທຽບບັນຊີລາຍຊື່ຊະນິດພັນເຫັດຈາກການທົບທວນເອກະສານ, ຊື່ທ້ອງຖິ່ນ ແລະ ຂໍ້ມູນອື່ນທີ່ກ່ຽວຂ້ອງ ເພື່ອໃຊ້ປະກອບເຂົ້າເປັນຖານຂໍ້ມູນ ໄຊເບີທັບເຟີ ດ້ານເຊື້ອຣາວິທະຍາ <http://www.cybertruffle.org.uk/eng/index.htm>. ນອກຈາກນັ້ນ, ໃນບົດລາຍງານໂຄງການຍັງໄດ້ລາຍງານຊະນິດພັນໄມ້ແປກ ເອັກໂຕໄມໂຄຣຣີຊາ (ectomycorrhizal species) ທີ່ຊະນິດພັນເຫັດແປກອະໃສ ແລະ ຈະເລີນເຕີບໃຫຍ່ຢູ່ນຳ ລວມເຖິງລາຍງານການສ້າງລາຍຮັບໃນການເກັບເຫັດຂອງປະຊາຊົນ ແລະ ຊຸມຊົນໃນເຂດຊົນນະບົດ ເຊິ່ງມັນຊ່ວຍສະໜັບສະໜູນແນວທາງການຈັດການທີ່ດຳເນີນໂດຍກຸ່ມປະຊາຊົນທ້ອງຖິ່ນເພື່ອການເສີມສ້າງ ຫຼື ຮັກສາຜະລິດຕະພັນເຊື້ອເຫັດແບບຍືນຍົງ.



ການຄົ້ນຄວ້າ ແລະ ການສ້າງຄວາມອາດສາມາດພາຍໃນໂຄງການ

ຜົນປະໂຫຍດທີ່ໄດ້ຮັບໂດຍກົງຈາກໂຄງການປະກອບມີ ບົດລາຍງານຄວາມຄືບໜ້າຂອງໂຄງການແມ່ນຖືກແຈ້ງໃຫ້ຮັບຊາບເປັນປົກກະຕິຈົນສິ້ນສຸດໂຄງການ, ຜົນທີ່ໄດ້ຮັບຈາກການຈັດຕັ້ງປະຕິບັດໂຄງການ ແລະ ວາລະສານຕີຟິມ ແມ່ນຖືກແບ່ງປັນໃຫ້ທຸກຂະແໜງທີ່ກ່ຽວຂ້ອງ, ນັກວິຊາການລາວໄດ້ຮັບການຝຶກອົບຮົມການຈັດຈຳແນກຊະນິດພັນເຫັດ ໂດຍສະເພາະແມ່ນ 2 ນັກວິຊາການຂອງ ສປປ ລາວ ໄດ້ຮັບການຝຶກອົບຮົມການກວດສອບ DNA ເຊື້ອເຫັດທີ່ຕ່າງປະເທດ, ໄດ້ສ້າງຫ້ອງວິເຄາະຊີວະໂມເລກຸນ ທີ່ພາກວິຊາຊີວະສາດ, ມະຫາວິທະຍາໄລແຫ່ງຊາດ, ສ້າງພິພິດທະພັນຊາກເຫັດແຫ່ງແຫ່ງຊາດ ແລະ ຈັດຈຳແນກບັນຊີລາຍຊື່ເຫັດ ແລະ ເຫັດເປື້ອ ຫຼື ເຫັດທີ່ເປັນພິດຂອງ ສປປ ລາວ.

ຂ. ABS ອຳນວຍຄວາມສະດວກໃຫ້ແກ່ຕົວຢ່າງທາກ ເພື່ອການຄົ້ນຄວ້າ ແລະ ພັດທະນາ

ໂຄງການຮ່ວມມືສຶກສາຄວາມຫຼາກຫຼາຍຂອງເສົາລາ (*Pseudoryx nghetinhensis*) ເຊິ່ງເສົາລາແມ່ນສັດປ່າທີ່ຫາຍາກ ແລະ ໃກ້ຈະສູນພັນ ມັນເປັນສັດປ່າໃນຕະກູນ ໂບວິກ ແລະ ເປັນທີ່ຮູ້ຈັກຂອງນັກວິທະຍາສາດມາຕັ້ງແຕ່ປີ 1992, ໂຕໃຫຍ່ເຕັມໄວແມ່ນມີນ້ຳໜັກຢູ່ 80-100 ກິໂລກຼາມ ທັງໂຕຜູ້ ແລະ ໂຕແມ່ແມ່ນມີລັກສະນະເດັ່ນຄືມີເຂົ້າຍາວໂຄງໄກ ແລະ ມີລວດລາຍເດັ່ນສີຂາວຢູ່ເທິງຫົວ. ເຮົາສາມາດພົບເຫັນເສົາລາໄດ້ພຽງແຕ່ຢູ່ຕາມສາຍພູຫຼວງເຂດຊາຍແດນ ສປປ ລາວ ແລະ ສສ ຫວຽດນາມ ເທົ່ານັ້ນ, ເສົາລາເປັນສັດທີ່ມັກອະໄສຢູ່ໂດດດ່ຽວໃນປ່າດົງເລິກ ໃນພາສາລາວ ເສົາລາ ມີຄວາມໝາຍວ່າ ເສົາທີ່ໃຊ້ປີນວົງລໍ້ ເນື່ອງຈາກເຂົາຂອງສັດຊະນິດນີ້ມີຂະໜາດ ແລະ ຮູບຮ່າງຄ້າຍຄືເສົາຄໍ້າຄູ່ຂອງວົງຕີນລໍ້ທີ່ປະຊາຊົນໃຊ້ໃນການແບ່ງອະນາເຂດ. ໂຄງການເສົາລາດັ່ງກ່າວແມ່ນຕ້ອງການສິ່ງອອກຕົວຢ່າງທາກ ເພື່ອໄປສຶກສາວິເຄາະຫາ DNA ຂອງສັດລ້ຽງລູກດ້ວຍນົມ ທີ່ສະຖາບັນຄົ້ນຄວ້າສັດປ່າ ແລະ ສວນສັດເບີລິນ, ປະເທດເຢຍລະມັນ. ການດຳເນີນກິດຈະກຳໂຄງການແມ່ນຢູ່ພາກໃຕ້ຂອງ ສປປ ລາວ, ໂດຍຜ່ານການເຊັນບົດບັນທຶກຄວາມເຂົ້າໃຈ ແລະ ບົດບັນທຶກການຮ່ວມມື ລະຫວ່າງຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າຂອງຊັບພະຍາກອນ ໃນປີ 2016.



ໂຕທາກ



ເສົາລາ

ໃບອະນຸຍາດສິ່ງອອກຊະນິດຜັນສັດແມ່ນໄດ້ຮັບການອະນຸມັດໂດຍກະຊວງກະສິກຳ ແລະ ປ່າໄມ້, ກະຊວງ ຊັບພະຍາກອນທຳມະຊາດ ແລະ ສິ່ງແວດລ້ອມ, ນອກນີ້ ໃບອະນຸຍາດຈາກຫົວໜ້າຄຸ້ມຄອງສັດປ່າ ແລະ ພືດ ປ່າໄກ້ຈະສູນຜັນ (CITES) ກໍ່ໄດ້ເຊັນອະນຸຍາດໃຫ້ເຖິງແມ່ນວ່າໂຕທາກຈະບໍ່ນອນໃນບັນຊີລາຍຊື່ປະເພດສັດ ຫ້ວງຫ້າມກໍ່ຕາມ, ເຖິງແມ່ນວ່າຈະໄດ້ຮັບໃບອະນຸຍາດທັງໝົດເຫຼົ່ານັ້ນແລ້ວກໍ່ຕາມ ແຕ່ຜູ້ຈະນຳໃຊ້ຕົວຢ່າງທາກ ໃນການຄົ້ນຄວ້າວິໄຈທາງດ້ານ DNA ຂອງປະເທດເຢຍລະມັນ ກໍ່ຍັງບໍ່ສາມາດຮັບເອົາຕົວຢ່າງໄດ້. ຜູ້ນຳໃຊ້ ຕ້ອງການພຽງແຕ່ໃບອະນຸຍາດ ABS (ການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ ຊັບພະຍາກອນຜັນທຸກກໍາ). ຫຼັງຈາກໄດ້ຮັບການອະນຸມັດ ABS ຈາກອົງກອນຮັບຜິດຊອບແຫ່ງຊາດແລ້ວ 57 ຕົວຢ່າງ ລວມມີທາກ 751 ໂຕ ກໍ່ໄດ້ຖືກສົ່ງໄປປະເທດເຢຍລະມັນເພື່ອເຮັດການວິເຄາະ DNA ຂອງເສົາລາໃນ ເລືອດຂອງທາກເຫຼົ່ານັ້ນ ຫຼັງຈາກໃຊ້ເວລາຫຼາຍກວ່າ 02 ປີນອນແຊ່ໃນຂວດລໍຖ້າສິ່ງອອກ.

ຄ. ການສຶກສາຄວາມຫຼາກຫຼາຍສາຍພັນຜັນຂອງຄົນ, ສິ່ງທີ່ມີຊີວິດ ແລະ ສິ່ງແວດລ້ອມ ໃນແຂວງຫຼວງພະບາງ

ເປັນກົດຈະກຳການຄົ້ນຄວ້າຂອງນັກຄົ້ນຄວ້າ ມາຈາກພາກວິຊາພືດສາດ, ມະຫາວິທະຍາໄລເລດໂຊ, ປະເທດໂປ ແລນ ໂດຍຮ່ວມມືກັບ ພາກວິຊາຊີວະສາດ, ຄະນະວິທະຍາສາດທຳມະຊາດ, ມະຫາວິທະຍາໄລແຫ່ງຊາດ ແລະ ສະຖາບັນນິເວດວິທະຍາ ແລະ ເຕັກໂນໂລຊີ ຊີວະພາບ, ກະຊວງກະສິກຳ ແລະ ປ່າໄມ້ ສປປ ລາວ. ຜູ້ເປັນເຈົ້າ ຂອງ ແລະ ຜູ້ນຳໃຊ້ ຊັບພະຍາກອນຜັນທຸກກໍາ ໄດ້ຕົກລົງເຫັນດີໃນການຄົ້ນຄວ້າທາງດ້ານ ສາຍພັນຜັນຂອງຄົນ, ສິ່ງທີ່ມີຊີວິດ ແລະ ສິ່ງແວດລ້ອມ ທີ່ແຂວງຫຼວງພະບາງ ໃນຊ່ວງລະຫວ່າງ ເດືອນມິຖຸນາ ຫາ ເດືອນທັນວາ ປີ 2019. ການຮ່ວມມືສຶກສາໃນຄັ້ງນີ້ແມ່ນແນໃສ່ການບັນທຶກຂໍ້ມູນອາຫານປະເພດເຄື່ອງປ່າຂອງດົງທີ່ວາງຂາຍໃນ ຕະຫຼາດທ້ອງຖິ່ນ ເຊິ່ງລວມເອົາການຖ່າຍຮູບອາຫານປ່າ, ສຳພາດຄົນຂາຍ, ເກັບຕົວຢ່າງ ແລະ ການໃສ່ລະຫັດ ຜັນທຸກກໍາບາໂຄດຂອງເຫັດ, ພືດ ແລະ ແມງໄມ້ທີ່ກິນໄດ້. ໂຄງການນີ້ໄດ້ຖືກຈັດເປັນການສຶກສາພູມປັນຍາພື້ນ ບ້ານອັນເປັນມູນເຊື້ອ ກ່ຽວກັບພືດປ່າທີ່ກິນໄດ້ ແລະ ຊະນິດເຫັດປ່າທີ່ວາງຂາຍໃນຕະຫຼາດຂອງແຂວງຫຼວງພະ ບາງ. ການສຶກສາຄົ້ນຄວ້າໃນຄັ້ງນີ້ໄດ້ຖືກຕີພິມເປັນວາລະສານຊົນເຜົ່າວິທະຍາ ແລະ ການນຳໃຊ້ຢາຂອງຊົນເຜົ່າ ໃນປີ 2021 (Journal of Ethnobiology and Ethnomedicine).



ຜິດປ່າທີ່ກິນໄດ້ ແລະ ຊະນິດເຫັດປ່າທີ່ວາງຂາຍໃນຕະຫຼາດພາຍ ແຂວງຫຼວງພະບາງ

ພາຍໃຕ້ເງື່ອນໄຂການຕົກລົງລວມກັນຂອງໂຄງການ ແມ່ນຜູ້ນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳ ຕ້ອງໄດ້ແບ່ງປັນຜົນການຄົ້ນຄວ້າ ແລະ ການມີສ່ວນຮ່ວມໃນການຕີຜົມວາລະສານ ເພື່ອເປັນການເຄົາລົບຜູ້ທີ່ເປັນເຈົ້າຂອງຊັບພະຍາກອນຊີວະນາໆພັນ. ຊັບພະຍາກອນພັນທຸກຳທີ່ໄດ້ຈາກການຄົ້ນຄວ້າບໍ່ສາມາດມອບໃຫ້ບຸກຄົນທີ 3 ນອກຈາກຈະໄດ້ຮັບການອະນຸຍາດຈາກຜູ້ເປັນເຈົ້າຂອງກ່ອນ ຖ້າໃນກໍລະນີຊັບພະຍາກອນດັ່ງກ່າວຫາກຖືກນຳໃຊ້ເຂົ້າໃນຈຸດປະສົງເພື່ອການຄ້າ ແລະ/ຫຼື ມີການນຳຕົວຢ່າງອອກຈາກ ສປປ ລາວ ຜູ້ນຳໃຊ້ຕ້ອງໄດ້ແຈ້ງຕໍ່ອົງການຮັບຜິດຊອບແຫ່ງຊາດ ແລະ ຕ້ອງໄດ້ສ້າງສັນຍາ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນຳໃຊ້ຊັບພະຍາກອນພັນທຸກຳລວມໄປເຖິງສັນຍາການສົ່ງຕົວຢ່າງ ລະຫວ່າງ ຜູ້ນຳໃຊ້ ແລະ ຜູ້ເປັນເຈົ້າ ພ້ອມທັງໃຫ້ລາຍລະອຽດຂອງຊັບພະຍາກອນເຫຼົ່ານັ້ນ. ຜົນປະໂຫຍດທີ່ໄດ້ຮັບຈາກໂຄງການນີ້ລວມມີ ບົດລາຍງານຄວາມຄືບໜ້າການຈັດຕັ້ງປະຕິບັດໂຄງການແມ່ນຖືກລາຍງານຢ່າງປົກກະຕິຈົນເຖິງໄລຍະສິ້ນສຸດໂຄງການ, ການຮ່ວມຕີຜົມວາລະສານຂອງທີມງານໂຄງການ (ສາມາດເຂົ້າໄປເບິ່ງໄດ້ທີ່ <https://pesquisa.bvsalud.org/tmgf/resource/en/mdl-33499871>) ແລະ ຕົວຢ່າງທີ່ຖືກຈັດຈຳແນກທັງໝົດແມ່ນໄດ້ເກັບຮັກສາໄວ້ທີ່ພິພິດທະພັນພຶດຂອງພາກວິຊາຊີວະສາດມະຫາວິທະຍາໄລແຫ່ງຊາດ ພ້ອມທັງຈັດຝຶກອົບຮົມໃຫ້ແກ່ວິຊາການທີ່ເຮັດການຄຸມຄ້ອງຈັດການ.

4.2 ກໍລະນີຕົວຢ່າງຂອງປະເທດອິນໂດເນເຊຍ

ປະເທດອິນໂດເນເຊຍໃຫ້ສັດຕະຍາບັນສິນທິສັນຍາຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນໃນປີ 1994 ແລະ ເຂົ້າເປັນປະເທດພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2014, ເຊິ່ງຈຸດປະສານງານແຫ່ງຊາດຂອງອະນຸສັນຍາ ນາໂກຢາ ແມ່ນຂຶ້ນກັບ ກອງອະນຸລັກລະບົບນວດວິທະຍາ ແລະ ຊັບພະຍາກອນທຳມະຊາດ, ກະຊວງສິ່ງແວດລ້ອມ ແລະ ປ່າໄມ້.

ໄມ້ປະດັບຊັນພາທຽນ: ຊະນິດພັນຂອງຊັນພາທຽນໄດ້ຖືກຄົ້ນຄວ້າ ແລະ ພັດທະນາຂຶ້ນໂດຍການຮ່ວມມື ລະຫວ່າງບໍລິສັດ ຊາກາຕະເມັດພັນພຶດ, ປະເທດຢີປຸນ ແລະ ລັດຖະບານປະເທດອິນໂດເນເຊຍ ຕົກລົງເຫັນດີໂດຍຜ່ານໜ່ວຍງານຄົ້ນຄວ້າກະສິກຳ ແລະ ພັດທະນາ ຂອງປະເທດອິນໂດເນເຊຍ (IAARD) ໃນການຮ່ວມມືຜະລິດແນວພັນທີ່ເຈາະຈົງປັບປຸງພັນປະສົມໂດຍການນຳໃຊ້ພັນພື້ນເມືອງດັ້ງເດີມ. ໃນຕົ້ນປີ 2000 ບໍລິສັດຊາກາຕະ ເຄີຍໃຫ້ປະຊາຊົນອິນໂດເນເຊຍເກັບຊັບພະຍາກອນໄມ້ປະດັບຊັນພາທຽນ ໂດຍຜ່ານຂໍ້ຕົກລົງການໂອນຖ່າຍຕົວຢ່າງ ແລະ ໄດ້ຄັດເລືອກຊະນິດພັນໄມ້ປະດັບຊັນພາທຽນເພື່ອການຄ້າໃນປີ 2006 (ບົດລາຍງານຂອງບໍລິສັດ ຊາກາຕະ, 2024)



ຊະນິດແນວພັນໄມ້ປະດັບຊັນພາທຽນ ທີ່ພັດທະນາໂດຍບໍລິສັດ ຊາກາຕະ

ພັນປັບປຸງນີ້ໄດ້ຖືກຍອມຮັບໄປທົ່ວໂລກໂດຍການເປັນໄມ້ດອກປະຈຳປີທີ່ດີທີ່ສຸດຊະນິດໜຶ່ງ ໂດຍສະເພາະໃນປະເທດຍີ່ປຸ່ນ, ເອີຣົບ ແລະ ອະເມລິກາເໜືອ ແລະ ໃຕ້. ການແບ່ງປັນຜົນປະໂຫຍດຈາກລາຍຮັບຂອງການຂາຍຖືກແບ່ງສ່ວນບົນພື້ນຖານຂໍ້ຕົກລົງຮ່ວມ. ບໍລິສັດປະເທດຍີ່ປຸ່ນ ໄດ້ສໍາລະຄໍາລິຂະສິດໃຫ້ແກ່ລັດຖະບານອິນໂດເນເຊຍ ແລະ ຖ່າຍທອດເຕັກໂນໂລຊີ ໃນຮູບແບບການແບ່ງປັນຜົນປະໂຫຍດທີ່ບໍ່ແມ່ນເງິນຕາ. ປະຈຸບັນທັງສອງຝ່າຍໄດ້ສືບຕໍ່ການຮ່ວມມື ໂດຍການນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາອື່ນໆ ບົນພື້ນຖານຂໍ້ຕົກລົງ ແລະ ຜົນປະໂຫຍດຮ່ວມກັນທັງສອງຝ່າຍ. ໃນການຄົ້ນຄວ້າ ແລະ ພັດທະນາ ຊະນິດພັນໄມ້ປະດັບຊັນພາທຽນໃນຄັ້ງນີ້ສາມາດຈັດເປັນກໍລະນີປະສົບຜົນສໍາເລັດກ່ຽວກັບການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດແບບສະເໝີພາບ ແລະ ເປັນທໍາ ຈາກພືດສວນທີ່ເປັນໄມ້ປະດັບ.

4.3 ກໍລະນີຕົວຢ່າງຂອງປະເທດຟິລິບປິນ

ປະເທດຟິລິບປິນໃຫ້ສັດຕະຍາບັນສິນທິສັນຍາຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນໃນປີ 1994 ແລະ ເຂົ້າເປັນພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2015. ຈຸດປະສານງານແຫ່ງຊາດ ແມ່ນພາຍໃຕ້ໜ່ວຍງານຄຸ້ມຄອງຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ, ກົມສິ່ງແວດລ້ອມ ແລະ ຊັບພະຍາກອນທໍາມະຊາດ.

ຕົ້ນກະເລົາ: ຕົ້ນກະເລົາແມ່ນພືດເປັນຢາຂັ້ນສູງທີ່ຖືກນໍາມາຜະລິດເປັນຢາສະໝຸນໄຟທີ່ຮັບປະກັນຄຸນນະພາບໃນການປິ່ນປົວ ເຊິ່ງເປັນກໍລະນີທໍາອິດໃນການເຮັດຂໍ້ຕົກລົງ ABS ຮ່ວມກັນ ລະຫວ່າງ ຫ້ອງທົດລອງເຮີບາເນັກ ແລະ ຊຸມຊົນຜື້ນເມືອງ ມາໂປລັກໄອຕ້າ ເຊິ່ງເປັນການຮ່ວມມືຂອງພາກສ່ວນເອກະຊົນ ແລະ ຊຸມຊົນທ້ອງຖິ່ນ ໃນການສົ່ງເສີມການພັດທະນາແບບຍືນຍົງ ແລະ ການອະນຸລັກຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ. ຂໍ້ຕົກລົງນີ້ແມ່ນຖືກເຊັນຮັບຮອງ ແລະ ຮູ້ຈັກກັນວ່າເປັນການຈັດຕັ້ງປະຕິບັດກອບແຜນດໍາເນີນງານການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາ ແລະ ພູມປັນຍາຜົນບ້ານອັນເປັນມູນເຊື້ອ ໃນປະເທດຟິລິບປິນ. ໂຄງການດັ່ງກ່າວຖືກຈັດຕັ້ງປະຕິບັດໂດຍໜ່ວຍງານຄຸ້ມຄອງຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນ, ກົມສິ່ງແວດລ້ອມ ແລະ ຊັບພະຍາກອນທໍາມະຊາດ ໂດຍມີຄູ່ຮ່ວມພັດທະນາແມ່ນອົງການສະຫະປະຊາຊາດເພື່ອການພັດທະນາ UNDP ແລະ ໄດ້ຮັບການສະໜັບສະໜູນງົບປະມານຈາກກອງທຶນສິ່ງແວດລ້ອມໂລກ. ຊຸມຊົນທ້ອງຖິ່ນແມ່ນມີສ່ວນຮ່ວມໃນຕ້ອງໂສ້ມູນຄໍາການຜະລິດ ເພື່ອສົ່ງເສີມການແບ່ງປັນຜົນປະໂຫຍດ ແລະ ຜົນກໍາໄລຈາກພະລິດຕະພັນພືດເປັນຢາ (UNDP, 2024).



ຕົ້ນກະເລົາ Banaba (*Lagerstroemia speciosa*)

ພາຍໃຕ້ຂໍ້ຕົກລົງຮ່ວມກັນ, ຫ້ອງທົດລອງເຮົາເນັກໃຫ້ການຝຶກອົບຮົມກ່ຽວກັບການປູກ ແລະ ການເກັບກ່ຽວແບບຍືນຍົງ ພ້ອມທັງສ້າງໂຮງງານອົບແຫ້ງຜະລິດຕະພັນຈາກຕົ້ນກະເລົາ. ໂຄງການນີ້ຖືກຈັດເປັນຜົນສໍາເລັດຂອງການຮ່ວມມືລະດັບຊາດ ລະຫວ່າງພາກສ່ວນເອກະຊົນ ແລະ ຊຸມຊົນພື້ນເມືອງ ໃນການພັດທະນາຜະລິດຕະພັນທີ່ໄດ້ມາຈາກພືດຕົ້ນກະເລົາ ເຊິ່ງໄດ້ຖືກຍົກຂຶ້ນສະເໜີໃນງານສໍາມະນາ ແລະ ງານວາງສະແດງ ວຽກງານການເຂົ້າເຖິງ ແລະ ການແບ່ງປັນຜົນປະໂຫຍດຈາກການນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາ ທີ່ກອງປະຊຸມປະເທດລັດພາຄີຂອງສະຫະປະຊາຊາດດ້ານຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນຄັ້ງທີ 16 (COP 16) ປີ 2024 ທີ່ຄາລີ, ປະເທດໂຄລົມເບຍ.

4.4 ກໍລະນີຕົວຢ່າງຂອງປະເທດນໍາມິເບຍ

ປະເທດນໍາມິເບຍໃຫ້ສັດຕະຍາບັນຕໍ່ສິນທິສັນຍາຄວາມຫຼາກຫຼາຍທາງດ້ານຊີວະນາໆພັນໃນປີ 1997 ແລະ ເຂົ້າເປັນພາຄີຂອງອະນຸສັນຍາ ນາໂກຢາ ໃນປີ 2014. ຄະນະກຳມະການດ້ານສິ່ງແວດລ້ອມ, ກະຊວງສິ່ງແວດລ້ອມ ແລະ ການທ່ອງທ່ຽວ ເຮັດໜ້າທີ່ເປັນຈຸດປະສານງານແຫ່ງຊາດຂອງອະນຸສັນຍາ ນາໂກຢາ.

ຕົ້ນຊ້າງເມົາ: ຕົ້ນຊ້າງເມົາ *Marula (Sclerocarya birrea)* ແມ່ນຊັບພະຍາກອນທຳມະຊາດທີ່ພົບໄດ້ຢູ່ລຽບຕາມຊາຍແດນໃນປະເທດອະຟຣິກາໃຕ້, ຕົ້ນພືດດັ່ງກ່າວແມ່ນມີຄວາມສໍາຄັນຕໍ່ລະບົບນິເວດ, ເສດຖະກິດ ແລະ ສັງຄົມ. ພືດຊະນິດນີ້ຖືກນໍາໃຊ້ຢ່າງກວ້າງຂວາງທາງດ້ານວັດທະນາທຳທີ່ມີຄວາມແຕກຕ່າງກັນອີງຕາມຄວາມຮັບຮູ້ ແລະ ຄວາມເຊື່ອ. ໃນປະເທດນໍາມິເບຍ ໝາກຂອງຕົ້ນຊ້າງເມົາມີສ່ວນຊ່ວຍໃນການສ້າງອະຊີບຊຸມຊົນ ໂດຍສະເພາະແມ່ນແມ່ຍິງທີ່ຫາລາຍຮັບໃນການດຳລົງຊີວິດ (ບົດລາຍງານຂອງຄະນະກຳມະການດ້ານສິ່ງແວດລ້ອມ, 2019). ແມ່ຍິງພາຍໃນປະເທດໄດ້ນໍາໃຊ້ຕົ້ນຊ້າງເມົາດ້ວຍຫຼາຍວິທີເຊັ່ນ: ເປັນອາຫານຂອງຕົ້ນຊ້າງເມົາໄດ້ຖືກນໍາໃຊ້ເຂົ້າໃນປະເພນີຄວາມເຊື່ອຕໍ່ການຊຳລະລ້າງຮ່າງກາຍກ່ອນການແຕ່ງງານ ແລະ ນໍ້າມັນສະກັດຈາກພືດດັ່ງກ່າວສາມາດນໍາມາໃຊ້ໃນການຮັກສາຄວາມສົດຂອງຊີ້ນ, ເຄື່ອງດື່ມປະເພດທາດເຫຼົ້າ ແລະ ຄຸ້ມບຳລຸງຜິວ



ຕົ້ນຊ້າງເມົາ Marula (*Sclerocarya birrea*)

ລັດຖະບານຂອງປະເທດນໍາມີເບຍໄດ້ມີໂຄງການສະໜັບສະໜູນແມ່ຍິງໃນໝູ່ບ້ານຊົນນະບົດ ໂດຍການຈັດຕັ້ງສະມາຄົມແມ່ຍິງອູດາຟາໂນ ໃນການສ້າງຜະລິດຕະພັນຈາກຕົ້ນຊ້າງເມົາເພື່ອສະໜອງຕະຫຼາດພາຍໃນ ແລະ ຕ່າງປະເທດ. ໃນຊ່ວງປີ 2008-2010 ໄດ້ມີການຮ່ວມມືກັບແມ່ຍິງຫຼາຍກວ່າ 5,000 ຄົນ ລວມມີ 22 ກຸ່ມແມ່ຍິງທີ່ສ້າງຜະລິດຕະພັນນໍ້າມັນຈາກຕົ້ນຊ້າງເມົາປ່າ ເປັນທີ່ຮັບຮູ້ຢ່າງກ້ວາງຂວາງວ່າຜະລິດຕະພັນນໍ້າມັນຈາກສະມາຄົມແມ່ຍິງ ອູດາຟາໂນ ທີ່ສົ່ງອອກຕະຫຼາດຕ່າງປະເທດ ແລະ ນີ້ກໍ່ເປັນໜຶ່ງໃນຕົວຢ່າງທີ່ປະສົບຜົນສໍາເລັດໃນການສົ່ງເສີມການນໍາໃຊ້ຊັບພະຍາກອນພັນທຸກໍາ ແລະ ຄວາມຮູ້ພື້ນບ້ານອັນເປັນມູນເຊື້ອ ຕໍ່ກັບການສ້າງຜົນລາຍຮັບ ແລະ ເປັນການເລີ່ມຕົ້ນເສດຖະກິດແບບຍືນຍົງ ໃນອະວິກາໃຕ້.

4.5 ກໍລະນີຕົວຢ່າງຂອງປະເທດອິນເດຍ

ຊົນເຜົ່າການີ: ຊົນເຜົ່າການີແມ່ນຊຸມຊົນທີ່ມີປະເພນີໃນການຍ້າຍຖິ່ນທີ່ຢູ່ອະໄສເປັນປະຈຳ ສ່ວນໃຫຍ່ແມ່ນດຳລົງຊີວິດຢູ່ໃນປາເຂດເນີນສູງຂອງພູເຂົາຮີມາໄລ ທາງພາກຕາເວັນຕົກສຽງໃຕ້ຂອງປະເທດອິນເດຍ. ຊົນເຜົ່າການີ ມີຊື່ສຽງໃນດ້ານຄວາມຮູ້ກ່ຽວກັບການນໍາໃຊ້ໝາກໄມ້ຈາກພືດປ່າຊ່ວຍຕ້ານຄວາມອິດເມື່ອຍ ຈາກພືດທີ່ມີຊື່ເອີ້ນເປັນພາສາລາຕິນວ່າ *Trichopus zeylanicus travancoricus* ຄົນໃນທ້ອງຖິ່ນຮູ້ຈັກໃນຊື່ ອະໂລຢາປາໄຊ (*Arogya pachai*). ນັກວິທະຍາສາດຈາກ ສະຖາບັນຄົ້ນຄ້ວາ ແລະ ສວນພິກສາສາດເຂດຮ້ອນ ຈາວາຮາລາ ເນຣູ ປະເທດອິນເດຍ ໄດ້ນຳເອົາຄວາມຮູ້ພື້ນບ້ານຂອງຊົນເຜົ່ານີ້ ໄປຄົ້ນຄ້ວາວິໄຈທາງພຶດສາດ, ເຄມີ ແລະ ການຢາ ເພື່ອພັດທະນາເປັນຢາສະໜູນໄຟທີ່ຜ່ານການກວດສອບ ແລະ ໄດ້ມາດຕະຖານທາງດ້ານວິທະຍາສາດ. ໄດ້ມີການດຳເນີນການຄົ້ນຄວ້າລະອຽດໃນການກວດສອບທາງດ້ານວິທະຍາສາດຂອງພືດ ລວມເຖິງການຄັດກອງທາງເຄມີ ເພື່ອແຍກສານປະກອບ ແລະ ວິເຄາະຫາຕົວຢາທີ່ສໍາຄັນ ນອກນີ້ຍັງທັງສຶກສາແນວທາງການຢາແບບດັ້ງເດີມ ເພື່ອສຶກສາພຶດສະໜູນໄຟໂດຍຫຼັກການແຍກສານປະກອບດ່ຽວທີ່ສາມາດນໍາໃຊ້ໄດ້, ແຕ່ຂ້ອນຂ້າງໄກທີ່ຈະໄດ້ເຂົ້າໃຈການນໍາໃຊ້ແບບພື້ນບ້ານ. ໃນທີ່ສຸດສະຖາບັນຄົ້ນຄ້ວາ ແລະ ສວນພິກສາສາດເຂດຮ້ອນ ຈາວາຮາລາ ເນຣູ ກໍ່ສາມາດຄົ້ນພົບສານທີ່ອອກລິດ ແລະ ພັດທະນາມາເປັນຢາທີ່ເອີ້ນກັນວ່າ: ຈີວານີ (Jeevani) ທີ່ປະກອບດ້ວຍ *Trichopus zeylanicus* ແລະ ພືດເປັນຢາອີກ 03 ຊະນິດ (*Withania somnifera*, *Piper logum* and *Evolvulus alsonaides*). ທາງສະຖາບັນຍັງໄດ້ຮັບການຈົດທະບຽນຜະລິດຕະພັນຢາ ຈີວານີ ຈາກກົມຄວບຄຸມອາຫານ ແລະ ຢາ ຂອງລັດຖະບານ ກິຣາລາ ເຊິ່ງຜະລິດຕະພັນດັ່ງກ່າວແມ່ນປະສົບຜົນສໍາເລັດທາງການຕະຫຼາດໃນປະເທດອິນເດຍ, ຍີ່ປຸ່ນ ແລະ ອະເມລິກາ (Bijoy, 1998). ຜົນປະໂຫຍດຈໍານວນ 50% ຈາກການຄ້າ ແມ່ນຖືກແບ່ງປັນກັບຄົນສຸ່ຊົນເຜົ່າການີ (Anuradha, 1998).

ACCESS AND BENEFIT SHARING IN LAO PDR: A HANDBOOK FOR PROVIDER AND USER



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ABBREVIATIONS:

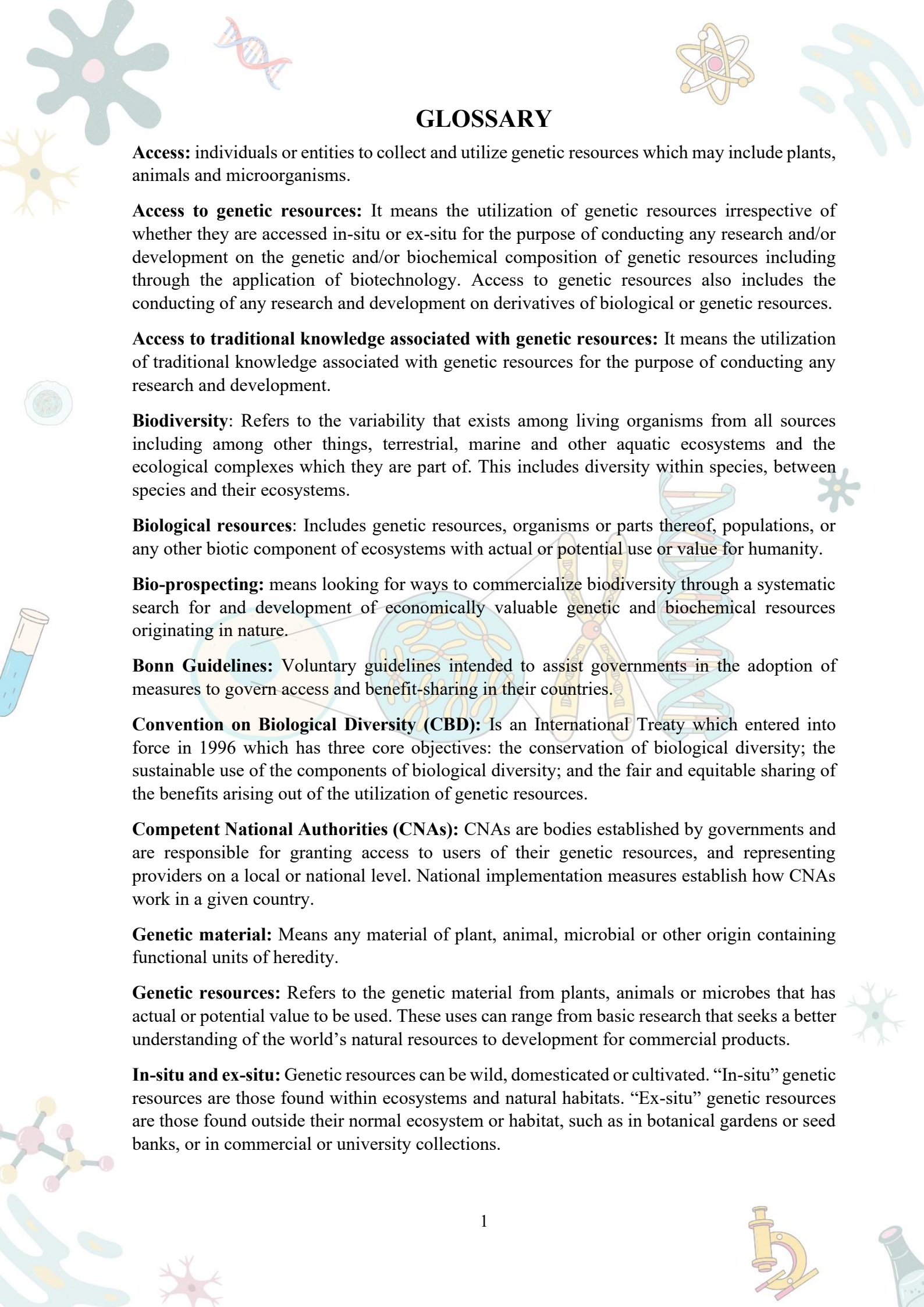
ABS	Access and Benefit Sharing
ABS-CH	ABS-Clearing House Mechanism
DOS	Department of Science
MOES	Ministry of Education and Sport
CBD	Convention on Biological Diversity
DSI	Digital Sequence Information
DNA	Deoxyribonucleic Acid
GRs	Genetic Resources
Nagoya Protocol	The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity
NCA	National Competent Authority
NFP	National Focal Point
PIC	Prior Informed Consent
MAT	Mutually Agreed Terms
MTA	Material Transfer Agreement
TK	Traditional Knowledge associated with genetic resources
IRCC	Internationally recognized certificate of Compliance
IPR	Intellectual Property Rights
MOU	Memorandum of Understanding
MOA	Memorandum of Agreement
R&D	Research and development
NBSAP	National Biodiversity Strategy and Action Plan

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GLOSSARY

Access: individuals or entities to collect and utilize genetic resources which may include plants, animals and microorganisms.

Access to genetic resources: It means the utilization of genetic resources irrespective of whether they are accessed in-situ or ex-situ for the purpose of conducting any research and/or development on the genetic and/or biochemical composition of genetic resources including through the application of biotechnology. Access to genetic resources also includes the conducting of any research and development on derivatives of biological or genetic resources.

Access to traditional knowledge associated with genetic resources: It means the utilization of traditional knowledge associated with genetic resources for the purpose of conducting any research and development.

Biodiversity: Refers to the variability that exists among living organisms from all sources including among other things, terrestrial, marine and other aquatic ecosystems and the ecological complexes which they are part of. This includes diversity within species, between species and their 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.

Bio-prospecting: means looking for ways to commercialize biodiversity through a systematic search for and development of economically valuable genetic and biochemical resources originating in nature.

Bonn Guidelines: Voluntary guidelines intended to assist governments in the adoption of measures to govern access and benefit-sharing in their countries.

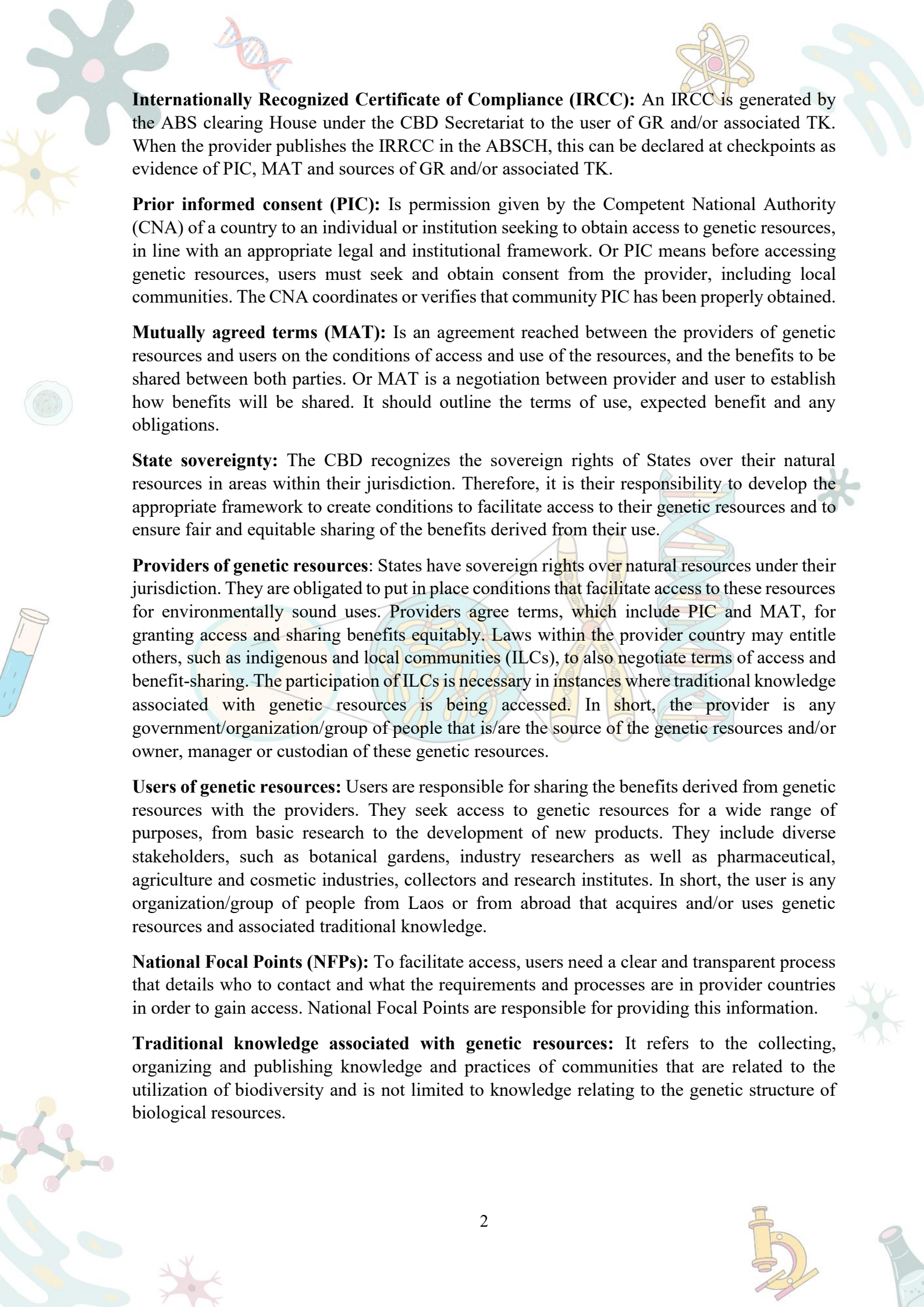
Convention on Biological Diversity (CBD): Is an International Treaty which entered into force in 1996 which has three core objectives: the conservation of biological diversity; the sustainable use of the components of biological diversity; and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources.

Competent National Authorities (CNAs): CNAs are bodies established by governments and are responsible for granting access to users of their genetic resources, and representing providers on a local or national level. National implementation measures establish how CNAs work in a given country.

Genetic material: Means any material of plant, animal, microbial or other origin containing functional units of heredity.

Genetic resources: Refers to the genetic material from plants, animals or microbes that has actual or potential value to be used. These uses can range from basic research that seeks a better understanding of the world's natural resources to development for commercial products.

In-situ and ex-situ: Genetic resources can be wild, domesticated or cultivated. "In-situ" genetic resources are those found within ecosystems and natural habitats. "Ex-situ" genetic resources are those found outside their normal ecosystem or habitat, such as in botanical gardens or seed banks, or in commercial or university collections.



Internationally Recognized Certificate of Compliance (IRCC): An IRCC is generated by the ABS clearing House under the CBD Secretariat to the user of GR and/or associated TK. When the provider publishes the IRCC in the ABSCH, this can be declared at checkpoints as evidence of PIC, MAT and sources of GR and/or associated TK.

Prior informed consent (PIC): Is permission given by the Competent National Authority (CNA) of a country to an individual or institution seeking to obtain access to genetic resources, in line with an appropriate legal and institutional framework. Or PIC means before accessing genetic resources, users must seek and obtain consent from the provider, including local communities. The CNA coordinates or verifies that community PIC has been properly obtained.

Mutually agreed terms (MAT): Is an agreement reached between the providers of genetic resources and users on the conditions of access and use of the resources, and the benefits to be shared between both parties. Or MAT is a negotiation between provider and user to establish how benefits will be shared. It should outline the terms of use, expected benefit and any obligations.

State sovereignty: The CBD recognizes the sovereign rights of States over their natural resources in areas within their jurisdiction. Therefore, it is their responsibility to develop the appropriate framework to create conditions to facilitate access to their genetic resources and to ensure fair and equitable sharing of the benefits derived from their use.

Providers of genetic resources: States have sovereign rights over natural resources under their jurisdiction. They are obligated to put in place conditions that facilitate access to these resources for environmentally sound uses. Providers agree terms, which include PIC and MAT, for granting access and sharing benefits equitably. Laws within the provider country may entitle others, such as indigenous and local communities (ILCs), to also negotiate terms of access and benefit-sharing. The participation of ILCs is necessary in instances where traditional knowledge associated with genetic resources is being accessed. In short, the provider is any government/organization/group of people that is/are the source of the genetic resources and/or owner, manager or custodian of these genetic resources.

Users of genetic resources: Users are responsible for sharing the benefits derived from genetic resources with the providers. They seek access to genetic resources for a wide range of purposes, from basic research to the development of new products. They include diverse stakeholders, such as botanical gardens, industry researchers as well as pharmaceutical, agriculture and cosmetic industries, collectors and research institutes. In short, the user is any organization/group of people from Laos or from abroad that acquires and/or uses genetic resources and associated traditional knowledge.

National Focal Points (NFPs): To facilitate access, users need a clear and transparent process that details who to contact and what the requirements and processes are in provider countries in order to gain access. National Focal Points are responsible for providing this information.

Traditional knowledge associated with genetic resources: It refers to the collecting, organizing and publishing knowledge and practices of communities that are related to the utilization of biodiversity and is not limited to knowledge relating to the genetic structure of biological resources.

INTRODUCTION

The Lao PDR is a landlocked country in mainland Southeast Asia. It is surrounded by Vietnam, Thailand, Cambodia, Myanmar and China. The country has a rich history and culture and is blessed with a beautiful natural environment with diverse landscapes and ethnic populations covering a total land area of 236,800 km². It hosts internationally significant biodiversity in evergreen forests, karst landscapes and montane forest. The country is one of the 10 most important global biodiversity ecoregions and home to some of the world's biologically richest and most endangered species (World Bank 2020 and MoNRE 2016). Laos has 11,000 species of flowering plants, 166 species of reptiles and amphibians, 700 species of birds, 90 known species of bats, 500 species of fish, and 100 species of mammals with on-going discoveries of new species. These resources are greatly important for the country's economic development, especially for a country where production is still based on the exploitation of natural resources, agriculture and forestry. Furthermore, access to and utilization of genetic resources have attracted research and development in the fields of biotechnology, pharmaceutical and cosmetic industries. Therefore, fair and equitable sharing of benefits of the genetic resource utilization will not only help to conserve biodiversity but also contribute to promote sustainable economic development, reduce poverty, secure community livelihoods and contribute to develop a greener economy for the country.

Lao PDR is one of many countries that are parties to the CBD in 1996 and the Nagoya Protocol in 2012. Being a party to the Nagoya Protocol has been a milestone in addressing illegal bio-trade, unauthorized use of genetic resources and the degradation of biodiversity. It is expected that the protocol implementation will supplement the national biodiversity conservation and create opportunities for economic activities in local communities, especially poor communities in rural areas where their livelihood rely on natural resources. However, the country is still facing significant challenges at national and local levels, in understanding the issues involved in ABS and differentiating them from other issues involved in conserving and sustainably using biological resources. Despite limited resources and substantial gaps in the regulatory framework as well as institutional and individual capacities, Lao PDR has demonstrated progress toward implementing the Nagoya Protocol. During 2000-2004 the country produced its first National Biodiversity and Action Plan (NBSAP) with respect to ABS: it identified lack of regulations relating to the protection of biodiversity and traditional knowledge, limited cooperation with international partners, insufficient understanding of access to genetic resources and benefit sharing within the relevant agencies, lack of knowledge and information concerning the use of genetic resources at the international level. It was highlighted in the NBSAP assessment report in 2011 that the ABS had not been implemented. After being a party to the Nagoya Protocol in 2012, Lao National Framework on the Access to Genetic Resources and the Fair and Equitable Sharing of Benefit Arising from their utilization was established in 2013 with the provisions of government policy on ABS, the regulatory regime, ABS Administrative systems and mechanism for public education awareness and participation.

The second NBSAP 2016-2025 noted that minimal progress has been made on the ABS and set targets to enact regulations for the ABS and TK. This can be demonstrated by having the ABS and TK in Strategy 3: Strengthening knowledge base for strategic decision making, especially in Target 3.1.1 and Target 3.1.2. This is also aligned with the decision of COP 15 especially Goal C, Target 13 on taking effective legal, policy, administrative and capacity-building measures at all levels, as appropriate, to ensure the fair and equitable sharing of benefits that arise from the utilization of genetic resources. Currently, the country has basic elements of a

legal framework for implementing the Nagoya Protocol, however there is an incomplete framework. Article 24 of the 2014 Biotechnology Safety Law enables regulation of ABS but requires an implementing decree. Article 22 of the same law enables protection of traditional knowledge associated with genetic resources but no national policy on traditional knowledge. In order to guide the implementation of the Nagoya Protocol, this ABS handbook aims to explain basic concepts and requirements for the ABS mechanism. The document also contains detailed instructions, administrative procedures, negotiation and signature of contract, benefit sharing from utilization of GR, requirements for organizations and/or individuals planning to have or having access to genetic resources and associated traditional knowledge in Laos. The document is developed by the Division of Biosafety Management, Department of Science, Ministry of Education and Sports in collaboration with the GIZ Global Project “Strengthening National Implementation of Global Biodiversity Targets (GBF Implementation)” and the GIZ Project “Protection and Sustainable Use of Forest Ecosystems and Biodiversity (ProFEB)” on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ), co-funded by the Norwegian Agency for Development Cooperation (NORAD) and implemented in the Framework of the NBSAP Accelerator Partnership.



FOREWORD

The Nagoya Protocol is an international treaty that builds on and supports the Convention on Biodiversity (CBD) for the fair and equitable sharing benefits arising from the utilization of genetic resources. Laos ratified a party to the protocol in September 2012 and entered into force in 2014. The protocol is based on the fundamental principles of access to genetic resources and benefit sharing hereinafter referred to as ABS. The ABS is a relatively new concept in Laos. There are several challenges in the national implementation including incomplete regulatory framework with no specific ABS regulations and understanding of the ABS is limited to related providers and users such as government agencies, private research institutions, communities, regulators, academia and public. There is an effort to create awareness on the ABS competent authorities, however a comprehensive understanding is a highlight of making this document. This ABS handbook provides necessary information on the legal framework and administrative requirements for implementing the ABS in the country. This includes also national and international experiences for implementing the Nagoya protocol.

The intent of this document is to build capacities of involved stakeholders in accessing Lao genetic resources and/or associated with traditional knowledge such as companies, private enterprises, local communities, policy makers, related authorities, regulators, public and private research institutions and academia. The information will serve also as communication, education and public awareness materials on the ABS in the country. This document was created by the Division of Biosafety Management, Department of Science, Ministry of Education and Sports through a process of desk reviews, experience learning, expert reviews, consultative meetings and stakeholder workshops. It is expected that this book will be useful for ABS understanding and projects that should lead to the conservation and sustainable utilization of genetic resources and/or associated traditional knowledge with aiming to benefit communities.

Chapter I: Overview of the ABS concept

Lao PDR acceded to the Convention on Biological Diversity (CBD) in September 1996. The Nagoya Protocol is a supplement agreement to the CBD that provides a transparent legal framework to ensure the fair and equitable sharing of benefits arising from the utilization of genetic resources for contributing to the conservation and sustainable use of biodiversity. The protocol was adopted in 2010 and entered into force in 2014. Laos ratified the protocol in September 2012, the list of parties is available at <https://www.cbd.int/abs/nagoya-protocol/signatories>. The Nagoya Protocol's objective is to contribute to the CBD's other two objectives, conservation of biological diversity and the sustainable use of its components, by ensuring the fair and equitable sharing of benefits arising from the utilization of genetic resources. How to access genetic resources and share the benefit between those who use them and those who provide them in a fair and equitable way. Every country holds rights to their animals, plants and genetic resources found within its borders. Another country who wants to use such resources must respect sovereign rights agreed on by the parties to the CBD and the protocol. The CBD and the Bonn Guideline on Access to Genetic Resources and Fair and Equitable Sharing of Benefits Arising out of their Utilization define the ABS principle that researchers and companies may only access genetic resources if allowed by the providing country. This also includes traditional knowledge (TK) associated with genetic resources (GR) because TK held by indigenous people and local communities play an important part in discovery of new active ingredients of GR.

Regarding fair and equitable sharing of benefits, the protocol set out a principle that benefits shall be shared based on mutually agreed terms (MAT) between those who hold genetic resources called "providers" and those who have access to genetic resources for their utilization called "users". The parties should take appropriate measures to ensure fair and equitable sharing of benefits arising from the utilization of genetic resources and traditional knowledge associated with genetic resources under the Article (8j), 15, 16 and 19 of the CBD. In accordance with the national registration, Prior Informed Consent (PIC) for access to genetic resources need to be obtained from the providing country, and must include the actual, documented consent of the provider, confirming that access is granted based on full, prior, and informed understanding. The PIC should outline the nature and the intended goal of research and utilization. Mutually Agreed Terms (MAT) for access and the use of genetic resources define benefits for GR providers as well as contractual issues. These benefits can be monetary or non-monetary. The monetary benefits can be in the forms of a lump sum payment, a share of profits, access fees/fee per sample collected, license fee in case of commercialization, royalties, special fees to be paid to trust funds supporting conservation and sustainable use of biodiversity, research funding, salaries where mutually agreed, joint ventures and joint ownership of intellectual property rights. Non-monetary benefits include transfer of knowledge and technology, institutional capacity building, sharing of research and development results, collaboration and contribution in scientific research and development programs particularly biotechnological research activities where possible in providing countries, training and others. These rules apply to commercial users and on the basic consideration also to non-commercial users. The idea behind this concept is to help us conserve biodiversity by sharing benefits from the GR utilization in a fair and equitable way.

The Nagoya Protocol indicates specifically the access and benefit sharing principle of CBD for countries providing and using GR to become in legally binding. The protocol is to enhance legal certainty and all parties involved in the GR utilization. Another important element is added to

the protocol, official check points now have to be designed in countries where GR has been utilized. Along the research and development chain, this checkpoint will help verify where PIC has been obtained and MAT has been established. The collected information will then go to specific public database where it can be reviewed by the country that has provided access to the resources. This procedure allows for tracking GR from providers to users all the way to innovation and potential commercialization. This will help in general to ensure fair sharing of benefits of products based on a GR is introduced to the markets. Therefore, all parties have to transfer to domestic law and regulations to include stakeholders for providers, users and conservation.

In conclusion, ABS refers to the ways that GR may be accessed and how the benefits that result from their utilization are shared between the people or countries using resources (users) and the people or countries that provide them (providers) (See Figure 1: Illustration of the Access and Benefit Sharing)

Key themes

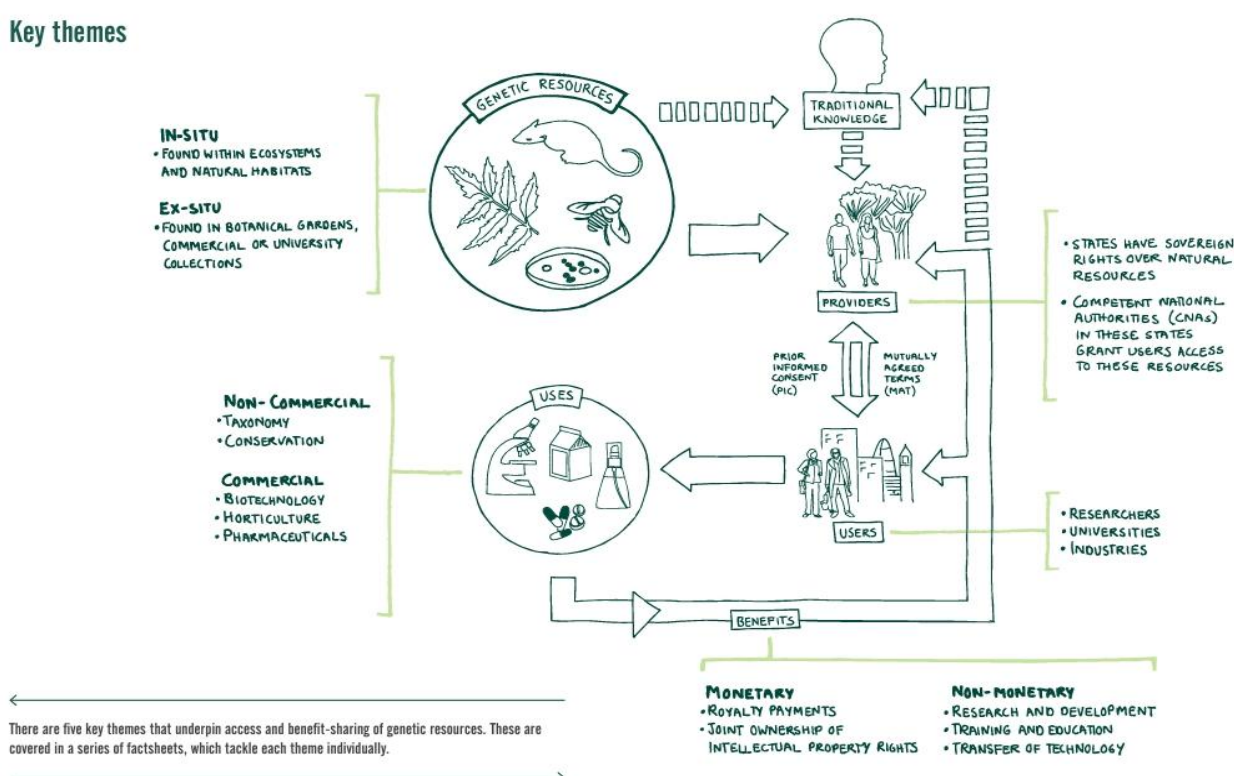


Figure 1: Illustration of the Access and benefit Sharing

What is the purpose of the ABS Handbook?

The handbook is a guidance that provides information on the ABS to help users and providers understand and comply with the ABS requirements under the Nagoya Protocol. It provides an opportunity for users and providers of genetic resources to jointly engage in the application process and ensure fair and equitable benefit-sharing. This includes participating in and making decisions about ABS negotiations, as well as implementing ABS agreements related to access and the agreed use of genetic resources and associated traditional knowledge. This document can also be applied to activities involving genetic resources and associated traditional knowledge, including those conducted prior to access, for academic research, research and development for commercial purposes, and commercialization.

Chapter II: Methodology and Potential users of the handbook

Methodology

This book is created by DOS, MOES in collaboration with the GIZ Global Project “Strengthening National Implementation of Global Biodiversity Targets (GBF Implementation)” and the GIZ Project “Protection and Sustainable Use of Forest Ecosystems and Biodiversity (ProFEB)” on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ), co-funded by the Norwegian Agency for Development Cooperation (NORAD) and implemented in the Framework of the NBSAP Accelerator Partnership. Several approaches were used in the process of the development of this handbook such as desk reviews, expert reviews, consultative meetings and stakeholder workshops. The information was collected between October - December 2024 with the reviews of available related documents, policies and practices on ABS as well as the national ABS implementation experiences. The first and second draft contents were introduced in the technical and the stakeholder consultation meetings in November and December 2024 respectively. The comments received were incorporated into the handbook document before passing to the national and international expert reviews.

Who can use the handbook?

The handbook intends to apply for users and providers of genetic resource and associated traditional knowledge particularly:

- a) Companies/private enterprises involved in for example pharmaceuticals, botanicals, crop production, biotechnology, microbial sources of industrial products and horticulture;
- b) Local communities;
- c) Policy makers;
- d) Regulators;
- e) Public and private research institutions;
- f) Academia and students;
- g) Individuals;
- h) Other relevant stakeholders.

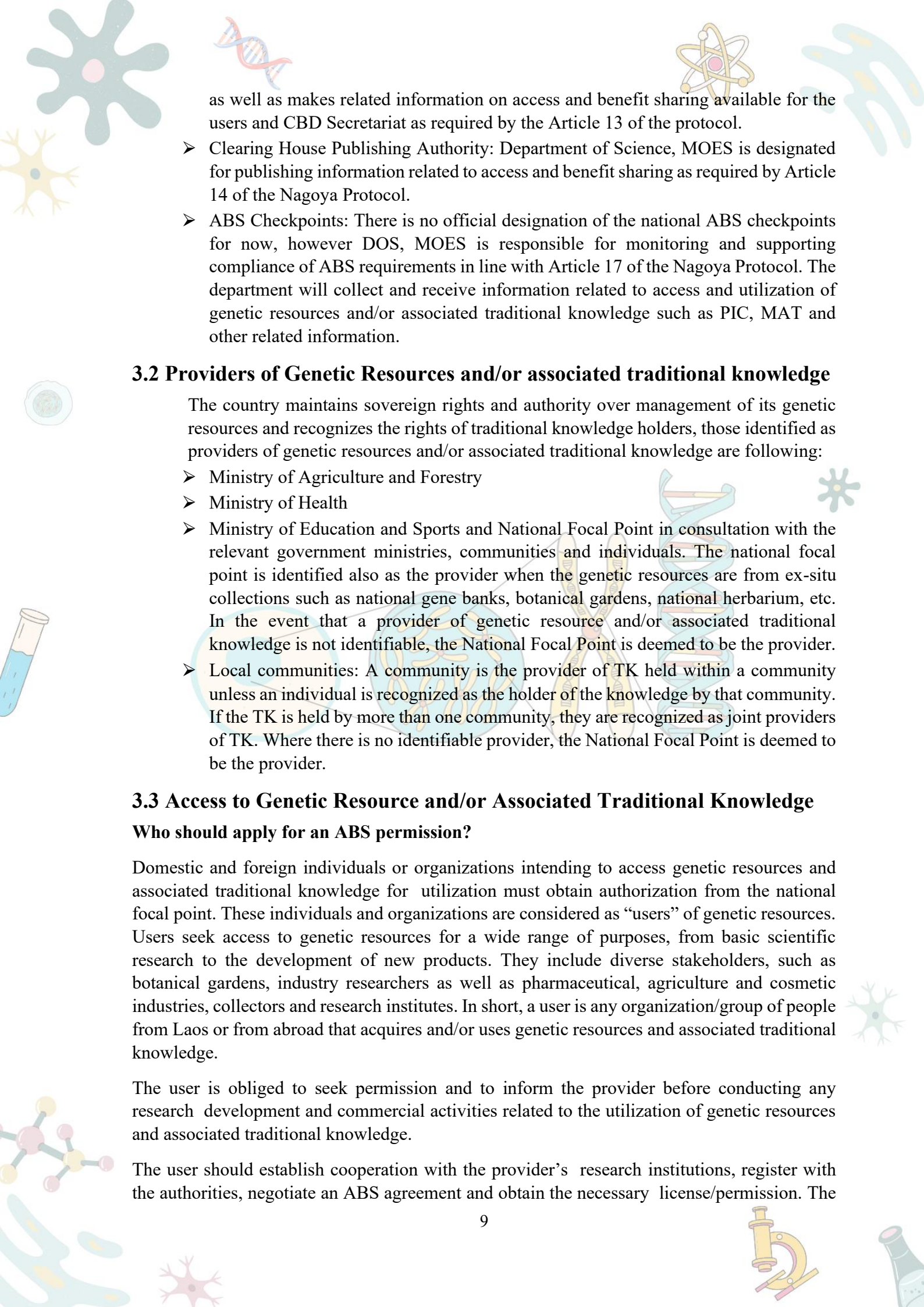
Chapter III: ABS practice in Laos

As per the obligation of the Nagoya Protocol, the party should establish appropriate compliance mechanisms such as policy, legal and administrative measures for monitoring and tracking of the access and utilization of genetic resources and/or associated traditional knowledge within its jurisdiction and cooperate with other parties to ensure trans-boundary compliance. Measures are applied in the country are as follows:

3.1 Institutional arrangement

In order to implement the ABS in Laos, authorities are designated to implement the Nagoya Protocol on ABS as follows:

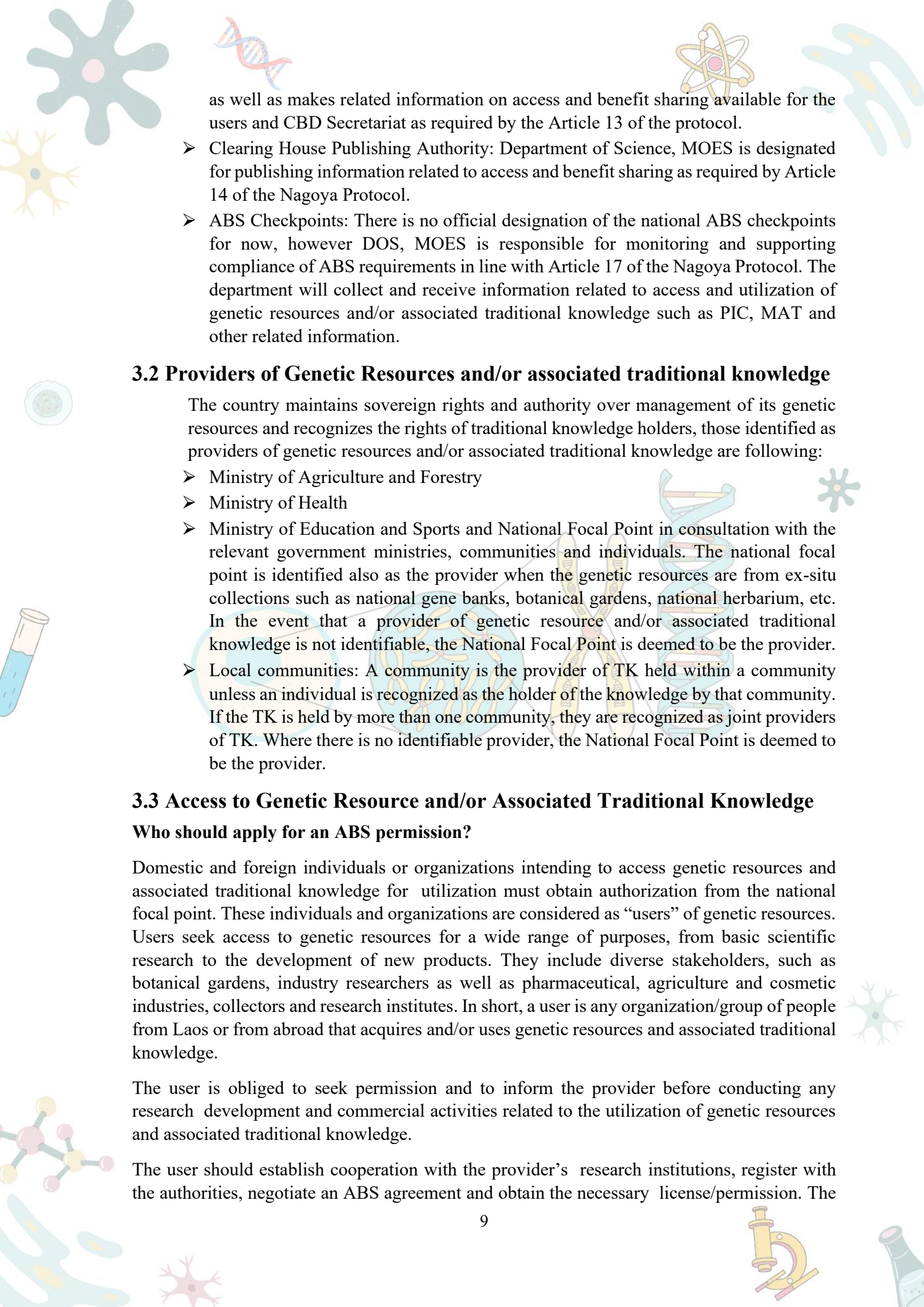
- National Focal Point (NFP) and the Competent National Authority: Department of Science, Ministry of Education and Sports. The organization plays roles of coordination and facilitation domestically and internationally for implementing the Nagoya Protocol. It receives, reviews and processes access applications or proposals



as well as makes related information on access and benefit sharing available for the users and CBD Secretariat as required by the Article 13 of the protocol.

- Clearing House Publishing Authority: Department of Science, MOES is designated for publishing information related to access and benefit sharing as required by Article 14 of the Nagoya Protocol.
- ABS Checkpoints: There is no official designation of the national ABS checkpoints for now, however DOS, MOES is responsible for monitoring and supporting compliance of ABS requirements in line with Article 17 of the Nagoya Protocol. The department will collect and receive information related to access and utilization of genetic resources and/or associated traditional knowledge such as PIC, MAT and other related information.

3.2 Providers of Genetic Resources and/or associated traditional knowledge



The country maintains sovereign rights and authority over management of its genetic resources and recognizes the rights of traditional knowledge holders, those identified as providers of genetic resources and/or associated traditional knowledge are following:

- Ministry of Agriculture and Forestry
- Ministry of Health
- Ministry of Education and Sports and National Focal Point in consultation with the relevant government ministries, communities and individuals. The national focal point is identified also as the provider when the genetic resources are from ex-situ collections such as national gene banks, botanical gardens, national herbarium, etc. In the event that a provider of genetic resource and/or associated traditional knowledge is not identifiable, the National Focal Point is deemed to be the provider.
- Local communities: A community is the provider of TK held within a community unless an individual is recognized as the holder of the knowledge by that community. If the TK is held by more than one community, they are recognized as joint providers of TK. Where there is no identifiable provider, the National Focal Point is deemed to be the provider.

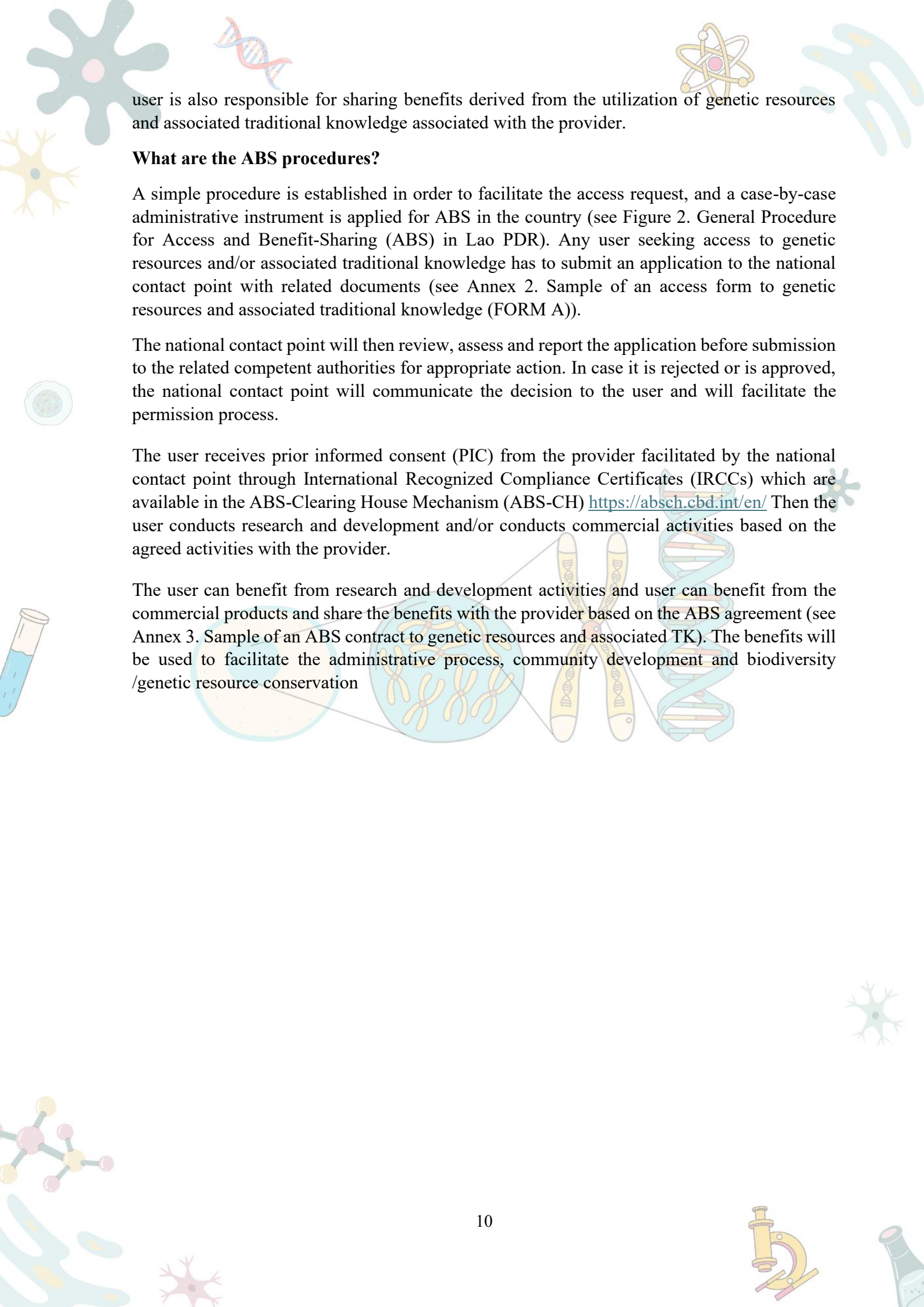
3.3 Access to Genetic Resource and/or Associated Traditional Knowledge

Who should apply for an ABS permission?

Domestic and foreign individuals or organizations intending to access genetic resources and associated traditional knowledge for utilization must obtain authorization from the national focal point. These individuals and organizations are considered as “users” of genetic resources. Users seek access to genetic resources for a wide range of purposes, from basic scientific research to the development of new products. They include diverse stakeholders, such as botanical gardens, industry researchers as well as pharmaceutical, agriculture and cosmetic industries, collectors and research institutes. In short, a user is any organization/group of people from Laos or from abroad that acquires and/or uses genetic resources and associated traditional knowledge.

The user is obliged to seek permission and to inform the provider before conducting any research development and commercial activities related to the utilization of genetic resources and associated traditional knowledge.

The user should establish cooperation with the provider’s research institutions, register with the authorities, negotiate an ABS agreement and obtain the necessary license/permission. The



user is also responsible for sharing benefits derived from the utilization of genetic resources and associated traditional knowledge associated with the provider.

What are the ABS procedures?

A simple procedure is established in order to facilitate the access request, and a case-by-case administrative instrument is applied for ABS in the country (see Figure 2. General Procedure for Access and Benefit-Sharing (ABS) in Lao PDR). Any user seeking access to genetic resources and/or associated traditional knowledge has to submit an application to the national contact point with related documents (see Annex 2. Sample of an access form to genetic resources and associated traditional knowledge (FORM A)).

The national contact point will then review, assess and report the application before submission to the related competent authorities for appropriate action. In case it is rejected or is approved, the national contact point will communicate the decision to the user and will facilitate the permission process.

The user receives prior informed consent (PIC) from the provider facilitated by the national contact point through International Recognized Compliance Certificates (IRCCs) which are available in the ABS-Clearing House Mechanism (ABS-CH) <https://absch.cbd.int/en/>. Then the user conducts research and development and/or conducts commercial activities based on the agreed activities with the provider.

The user can benefit from research and development activities and user can benefit from the commercial products and share the benefits with the provider based on the ABS agreement (see Annex 3. Sample of an ABS contract to genetic resources and associated TK). The benefits will be used to facilitate the administrative process, community development and biodiversity /genetic resource conservation

General Procedure for Access and Benefit Sharing (ABS)

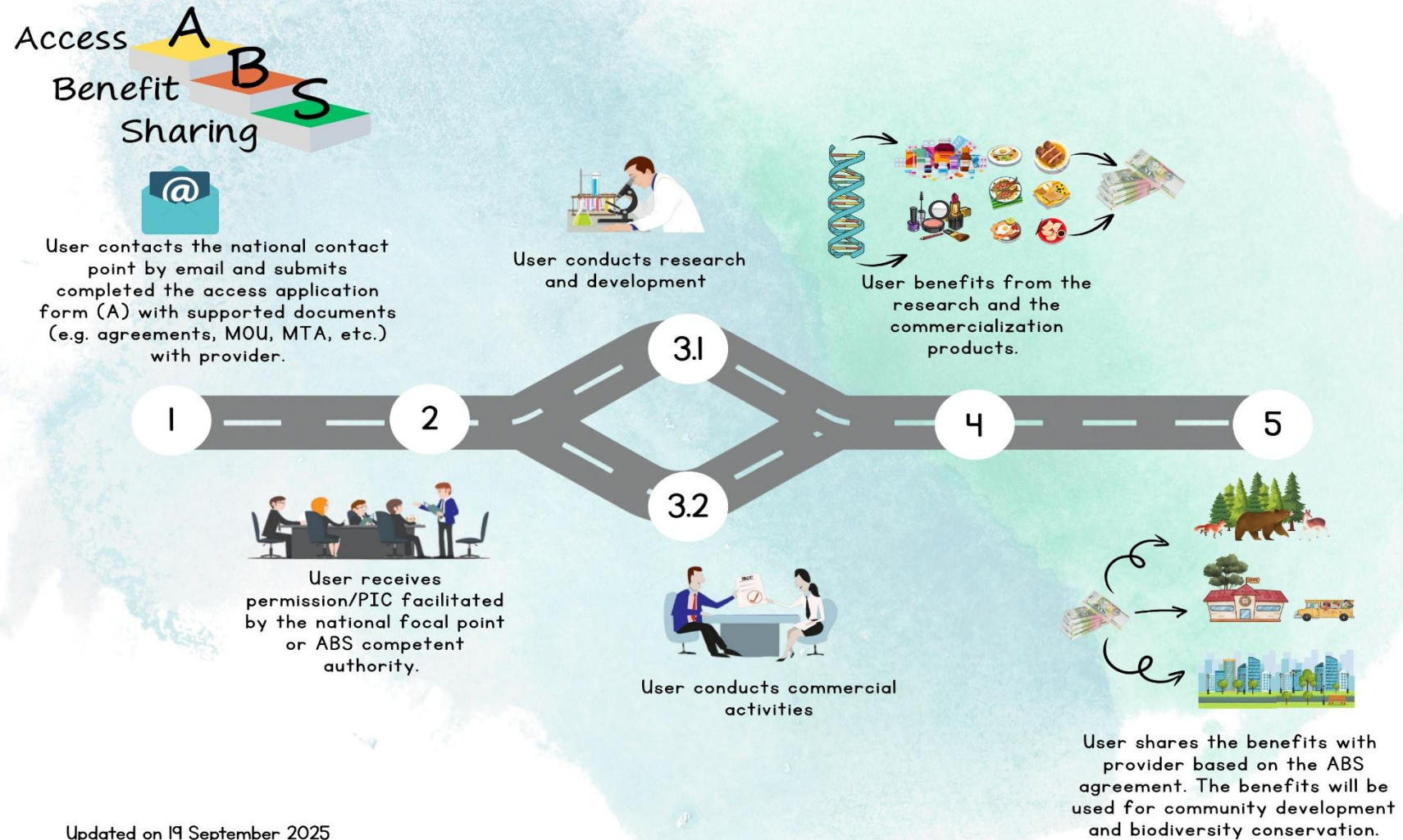


Figure 2 : General Procedure for Access and Benefit Sharing

Direct benefits including the project progress reports were updated and shared regularly until finishing project, shared the research results and publications; Lao technical officers had been trained on identification of fungal, especially 2 technical staffs on detection of fungal DNA; set up a molecular laboratory in Faculty of Sciences, National University of Laos; set up the National Fumarium of Laos; and identified a list of fungal and fungal toxicity.

b) The ABS facilitation to Leeches for research and development

There was a cooperation project that studied the diversity of Saola (*pseudoryx nghetinhensis*). Saola (*Pseudoryx nghetinhensis*) is one of the rarest large animals on earth. It is the sole species of a genus of bovids and has been known to science only since 1992. Adults weigh 80-100 kg and both females and males are characterized by long, gently curving horns, and a striking pattern of white markings on the head. This animal is found only in Laos and Vietnam, in the Annamite Mountains along the shared border of the two countries. It is a solitary inhabitant of deep, primary forest. In the Lao language, saola means 'spinning wheel posts', in reference to the similarity in size and shape of the animal's horns to the paired support posts of local spinning wheels used by villagers in its range. This Saola project wanted to export Leech samples for DNA analysis of their mammalian host at the Leibniz Institute for Zoo and Wildlife Research in Berlin, Germany. The project was conducted in the southern part of Lao PDR with MOU and MOA signed between the user and provider in 2016.



Leeches



Leeches



Saola

The permission to export genetic resources was granted by the Ministry of Agriculture and Forestry and Ministry of Natural Resources and Environment, and the CITES permit was also issued for leeches even though the leeches are not protected species and they are not listed on CITES. It is interesting that those granted permissions were not satisfied by the user in Germany for receiving the samples to conduct research and analyze DNA. The user needed an export permit from ABS clearance, so after the ABS greenlight 57 collections with 751 leeches were transferred from Laos to Germany after their storage in tube over 2 years.

c) Ethnobiological Research in Luangprabang

There was an individual researcher who is from Department of Botany, University of Rzeszów, Poland to have a project collaboration with Department of Biology, Faculty of Science, National University of Laos and Biotechnology and Ecology Institute, Ministry of Agriculture and Forestry and Department of Botany, University of Rzeszów, Poland. The provider and user agreed to undertake ethno-biological research in Luangprabang between June and December 2019. This research aimed to document wild food items sold in the local markets including taking photographs of the wild food items, interviewing some vendors, collecting specimens and DNA barcoding of mushrooms, plants and edible insects. This was identified as an educational activity in terms of using traditional knowledge associated with wild food plants and fungi sold in markets of Luangprabang. This research has been published in the Journal of Ethnobiology and Ethnomedicine in 2021.



Wild food plants and fungi sold in markets of Luang Prabang

Under this project agreement terms and conditions are that the user must share the research results and publications with the Lao partners in order to acknowledge the provider of genetic resources. The resources are not allowed to the third party without the permission from the provider. If further resources are used for commercial purposes and/or the materials will be taken out of Lao PDR, the user then needs to inform the authority and the ABS agreement as well as Material Transfer Agreement (MTA) must be established among the user and provider with supporting resource details. The Benefits from this project are including the project progress reports were updated and shared regularly until project enclosure; co-publications with project team, (see available publication in Journal of ethnobiology and ethnomedicine, The WHO Traditional Medicine Global Library <https://pesquisa.bvsalud.org/tmgf/resource/en/mdl-33499871>) and identified all collection samples were stored at Herbarium at Biology Department, National University of Lao with technical training on the management.

4.2 Indonesia

Indonesia ratified the CBD in 1994 and became a party to the Nagoya Protocol in 2014. Natural Resources and Ecosystem Conservation, Ministry of Environment and Forestry is the National Focal Point for the Nagoya Protocol.

SunPatiens: sun-tolerant variety was researched and developed between Sakata Seed Corporation, Japan and the Indonesian government agreement through the Indonesian Agency for Agricultural Research and Development (IAARD) for cooperation in the production of interspecific hybrid impatiens for utilizing of indigenous genetic resources. In the early 2000s, Sakata has been using Indonesian collection of genetic resources of impatiens by applying material transfer agreement and the selected variety was commercialized in 2006 (Sakata, 2024).



The sun-tolerant variety developed by Sakata

The breeding variety has been recognized globally as one of the best performing flowering annuals especially in Japan, Europe and North and South America. In order to share benefits, part of revenue from the sales is allocated based on the agreement for access and benefit sharing for utilization of genetic resources. The Japanese company pays a royalty to the Indonesian government and transfers technology as the non-monetary benefit sharing. The parties now continue the collaboration for other genetic resource utilization based on the agreement and interest of both sides. This research and development of sun-tolerant variety can be identified as a successful case of ABS based on horticultural plants.

4.3 Philippines

The Philippines ratified the CBD in 1994 and became a party to the Nagoya Protocol in 2015. The national contact point of the Nagoya Protocol is under the Biodiversity Management Bureau, Department of Environment and Natural Resources.

Banaba (*Lagerstroemia speciosa*): Banaba is an elite medicinal plant used in herbal products to ensure therapeutic quality. This is a case for the first ABS agreement between Herbanext Laboratories, Inc. and the Maporac Ayta indigenous community who are private sector and local communities in promoting sustainable development and biodiversity conservation. The agreement is signed in the ABS project known as the Implementing the National Framework

on Access and Benefit Sharing of Genetic Resources and Associated Traditional Knowledge in the Philippines. The project is implemented by the Department of Environment and Natural Resources, Biodiversity Management Bureau (DENR-BMB) in partnership with UNDP and funded by the Global Environment Facility (GEF). The local communities are involved in the value chain medicine products for increasing their share of profits and income (UNDP, 2024).



Banaba (*Lagerstroemia speciosa*)

Under the collaboration agreement, Herbanext Laboratories, Inc. provides training in sustainable harvesting and planting of Banaba and the construction of a drying facility. This case has been identified as a successful national collaboration between private company and indigenous community in developing a product derived from *Lagerstroemia speciosa* which was demonstrated in the ABS side event of the 2024 United Nations Biodiversity Conference of the Parties (COP 16) to the UN Convention on biological Diversity in Cali, Colombia.

4.4 Namibia

Namibia became party to the CBD in 1997 and ratified the Nagoya Protocol in 2014. The Directorate of Environmental Affairs, Ministry of Environment and Tourism plays a role of being a contact point to the Nagoya Protocol.

The Marula (*Sclerocarya birrea*) tree can be found from west to east in the southern part of the African continent. It provides a valuable natural resource with rich ecological, economic and social significance. This plant is widely used with many different cultures, perceptions and belief systems. In Namibia, the Marula fruit has contributed to employment creation particularly among women communities to generate their livelihood incomes (Namibia's Environmental Affairs, 2019). Women in this country have used Marula in many ways such as a brew made from its bark of the plant has been traditionally administered as a cleansing ritual prior marriage and the oil is used for meat preservation, alcohol beverage and skin moisturizer.



Marula (*Sclerocarya birrea*)

The Namibian government sponsors a project to support women from rural villages by forming Eudafano Women's Cooperative (EWC) to market Marula products for domestic and international markets. During 2008-2010, the cooperative had more than 5,000 women in 22 groups producing Marula oil from wild trees. It is recognized that the EWC producing Marula oil for international markets in Namibia is one of the successful examples of enhancing genetic resources and traditional knowledge to build profitable and sustainable economic initiatives in

4.5 India

Kani Tribe: The Kani tribe is a traditionally nomadic community living in the forests of the Agasthyamalai hills of the Western Ghats in South-Western India. This tribe is well-known for their knowledge of anti-fatigue properties of the fruit of a plant with the latin name of *Trichopus zeylanicus travancoricus*, locally known as Arogyapachai. Scientists from the Jawaharlal Nehru Tropical Botanic Garden and Research Institute (TBGRI), India accessed the tribe's knowledge to carry out botanical, chemical and pharmacological research for development of scientifically validated and standardized herbal drugs. A detailed scientific investigation of the plant was conducted including chemical screening to isolate compounds and pharmacological analysis. It was also realized that the classical pharmacological approach to the study of herbal drugs by isolation of active principles in the single compounds, is far from satisfactory for understanding of the traditional practice. Finally, TBGRI found active ingredients and developed a drug called Jeevani that was formulated with *Trichopus zeylanicus* and three other medicine plants (*Withania somnifera*, *Piper logum* and *Evolvulus alsonoides*). TBGRI obtained license for the production of Jeevani from the drug control department of the Government of Kerala and was successfully marketed in India, Japan and USA (Bijoy, 1998). The benefit sharing of 50% from the commercial returns from the drug goes to the Kani Tribe (Anuradha, 1998).

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ANNEXES

- 1) Sample of an access form to genetic resources and associated traditional knowledge (Form A)
- 2) Sample of a Material Transfer Agreement
- 3) Sample of ABS contract to genetic resources and associated TK
- 4) Text of the Nagoya Protocol



Annex 1. Sample of an access form to genetic resources and associated traditional knowledge (Form A)

Lao People's Democratic Republic

Peace Independence Democracy Unity Prosperity

APPLICATION FOR ACCESS TO GENETIC RESOURCES AND ASSOCIATED TRADITIONAL KNOWLEDGE

Please note that if this application is granted:

- This application form will become an integral part of a contract governing access to and utilization of the subject matter of the application; and
- The applicant will only be authorized to use biological and/or genetic resources and any traditional knowledge associated with genetic resources, as described in this application. All other forms of utilization are prohibited unless permitted under a new application.

Please attach additional sheets, as necessary, for each Part of this application.

Please be as specific and accurate as possible.

APPLICATION NUMBER:[assigned by DOS]

Date application received:[DOS to fill in when application is received]

Application for: (check all that apply)

- Commercial research and development (R&D) ☐
- Non-commercial research ☐
- Access to and use of biological and/or genetic resources ☐
- Access to and use of associated traditional knowledge ☐

Part A: Applicant

1) Details of the applicant:

- Full name of the organization and registration number, business license, or decision establishing the organization including the date and place of issue;
- Full name and contact detail of the authorized representative of the organization including position, address, phone, fax and email address;
- Full name of the liaison's representative including position address, phone, fax, and email address.

2) Details of national and/or international counterparts:

➤ Organization:

- Full legal name of each organization and its registration number, business license, or decision establishing the organization including the date and place of issue;
- Full name and contact details of the authorized representative of each organization including position, address, phone, fax and email address;
- Full name of the liaison's representative including position address, phone, fax, and email address.

➤ Individual:

- Full name; citizenship identification number or equivalent and/or copy of passport; date and place of issue; address; phone; fax, and email address;
- Curriculum Vitae (CV);
- Information on the organization for which each individual is working, as specified above.

Part B: Application Content

1) Details and specific information about the nature of the access sought and the biological resources/genetic materials and associated traditional knowledge to be accessed:

.....

(a) Type of biological resources/genetic resources (please tick where applicable

- ☐ Animal, *please indicate types of animal e.g. insect, mammal, reptile, amphibians and others:*
- ☐ Plant
- ☐ Microorganism

(b) Type of collection (please tick where applicable ☒) - *please indicate and specify part of resources to be utilized:*

- ☐ Dried specimens:
- ☐ Living specimens:
- ☐ Others:

(c) Identification (scientific name and common name) of the biological resources and any traditional use;

(d) Geographical location of proposed collection/access place e.g. protected area, biodiversity conservation facilities, ex-situ collections, etc.

- for collection in-situ, provide the longitude and latitude and a map of the specific location or location where biological resources will be taken;
- for access from ex-situ collections, provide the full name and all contact details of the institution holding the *ex-situ* collection and of the authorized representative of that institution;

Annex 2. Sample of a Material Transfer Agreement

[Logo and Name of Institution]

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (“MTA”) is made as of the ____ day of _____ year_____ by and between [NAME OF INSTITUTION] ([Abbreviation], hereinafter referred to as the “PROVIDER”) and [NAME OF RECIPIENT PARTY] ([Abbreviation], hereinafter referred to as the “RECIPIENT”).

PARTIES:

PROVIDER: Full name of institution, address and contact details

RECIPIENT: Full name of institution, address and contact details

The **MATERIAL** covered by this MTA includes:

- a) All biological MATERIAL, living or dead, originated or deposited in Lao PDR listed in [Annex: Sample details]; and
- b) Any cells or DNA molecules replicated or derived therefrom.

In consideration of the provisions of the Convention on Biological Diversity and in response to the RECIPIENT’s request for the MATERIAL, the RECIPIENT agrees to the following terms and conditions before the RECIPIENT receives the MATERIAL.

1. The MATERIAL provided shall be used by the RECIPIENT for only academic and scientific research purposes. And will not be used for sublicensed to any third party without the prior execution of a new material transfer agreement between PROVIDER and the new Recipient Institution.
2. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except provided in this agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of PROVIDER, including any altered forms of the MATERIAL made by PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL for commercial purposes.
3. In the event of discovery of a potential commercial use for a product or process which is or is not subject to copyright protection and which derives from the sample provided as genetic heritage under this agreement, the RECIPIENT shall notify PROVIDER of said discovery. In respect of the circumstances, a new contract containing the relevant legal provisions shall be executed. If the RECIPIENT desires to use the MATERIAL for

commercial purposes, PROVIDER agrees, in advance of such use, to negotiate in good faith with recipient to establish the terms of a commercial license.

4. The RECIPIENT agrees to provide PROVIDER with a copy of any publication, which contains experimental results obtained from the use of the MATERIAL, modifications of MATERIAL and direct/indirect derivatives of the MATERIAL. The RECIPIENT shall acknowledge the provider of the source of the MATERIAL in all publications containing any data or information about the MATERIAL modifications of MATERIAL and direct/indirect derivatives of the MATERIAL unless the provider, indicates otherwise.
5. Regardless of the length of time, this MTA shall be valid for one year and may be renewed upon express formal request and mutual accord of the Parties prior to the expiration of the Agreement.
6. This Agreement shall be governed by the laws and regulations of Lao PDR.

For and on behalf of PROVIDER

Signature:

Name:

Position:

Address:

Place and
Date:

For and on behalf of RECIPIENT

Signature:

Name:

Position:

Address:

Place and
Date:

Annex 3. Sample of ABS contract to genetic resources and associated TK

1. Parties

This Contract is made between

[full name and acronym or abbreviation, and complete contact details of other competent national authority¹]

and

[full name and acronym or abbreviation of the receiving institution² and its complete contact details],

collectively referred to as “the Parties”.

2. Preamble

WHEREAS Lao People’s Democratic Republic is a Party to 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 and seeks to ensure that access to genetic resources, and associated traditional knowledge, in its territory is subject to prior informed consent, based on mutually agreed terms, and results in benefits to the country and its people;

WHEREAS sustainable use of biological and genetic resources is the Parties’ first priority;

WHEREAS [insert information on the interest of the competent national authority in entering into a contract for this particular purpose]; and

WHEREAS [insert information on the interest of the receiving institution in entering into a contract for this particular purpose including, specifically, whether it adheres to the BioTrade principles and criteria]

[WHEREAS any other information the Parties agree to add]

3. Purpose

this is required by Lao People’s Democratic Republic national contract law

or

The purpose of this contract is to enable bioprospecting and utilization that seek to identify genetic resources with potential for development into a marketable product.

or

The purpose of this contract is to support non-commercial research with the understanding that such research may identify genetic resources with potential for development into a marketable product, in which case the Parties shall enter into a new contract for commercialization.

4. Scope

Lao People's Democratic Republic national contract law lists this but does not make it mandatory

if the contract is for bioprospecting with no specific biological or genetic resource targeted:

The scope of this contract is to:

1. Document the commitment that [acronym or abbreviation of the name of the receiving institution] has made to contribute to the conservation of any protected area in which bioprospecting is carried out, which is attached as Annex [number of the annex] to this contract;
2. Define the Parties' mutually agreed terms related to bioprospecting in [specific area or areas of the country where bioprospecting will be allowed, with coordinates, and include a map or maps as an annex to the contract]; and
3. Define the Parties' mutually agreed terms related to access to and use of the accessed [biological and/or genetic] resources [, and the related traditional knowledge], and the sharing of benefits resulting from their utilization.

if the contract is for access to and use of a specific biological or genetic resource *in-situ*:

The scope of this contract is to:

1. Document the commitment that [acronym or abbreviation of the name of the receiving institution] has made to contribute to the conservation of any protected area from which [biological and/or genetic] resources are accessed, which is attached as Annex [number of the annex] to this contract;
2. Document the prior informed consent given by the provider or providers of [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed], which is attached as Annex [number of the annex] to this contract;

insert the following clause if traditional knowledge associated with a biological or genetic resource will be accessed as well:

[3. Document the prior informed consent given by the provider or providers of traditional knowledge related to [scientific classification of the biological or genetic resource or resources to be accessed], which is attached as Annex [number of the annex] to this contract;

[3. or 4.] Document the process of analysis that [acronym or abbreviation of the name of the receiving institution] intends to use with [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed] [and the associated traditional knowledge], which is attached as Annex [number of the annex] to this contract;

[4. or 5.] Define the Parties' mutually agreed terms related to access to and use of [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed] [, and the associated traditional knowledge], and the sharing of benefits resulting from their use.

if the contract is for access to and utilization of a specific biological or genetic resource from an *ex-situ* collection:

1. Document the agreement of [insert name of the institution holding the *ex-situ* collection], which is attached as Annex [number of the annex] to this contract, to

provide [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed] for utilization;

2. Document the process of analysis that [acronym or abbreviation of the name of the receiving institution] intends to use with [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed] [and the associated traditional knowledge], which is attached as Annex [number of the annex] to this contract;
3. Define the Parties' mutually agreed terms related to access to and use of [scientific classification – genus and species – of the biological or genetic resource or resources to be accessed] [, and the associated traditional knowledge], and the sharing of benefits resulting from their use.

5. Definition of terms

the terms listed below are defined in the 2013 draft of the proposed abs law. all but four of the definitions listed come from the cbd and the nagoya protocol. the parties to an abs contract will determine which of these definitions are needed, delete the definitions that are not, and/or add any other definitions which may be required.

- “Access” means collecting genetic resources from the location where they are found, whether *in-situ* or *ex-situ*.
- “Accessed genetic resources” means the genetic resources collected on the basis of this contract.
- “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.
- “Bioprospecting” means looking for ways to commercialize biodiversity through a systematic search for and development of economically valuable genetic and biochemical resources originating in nature.³
- “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.

- “Derivative” means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity.
- “*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.
- “*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.
- “Protected area” means all land, with or without forest coverage and including rivers, creeks, rills, channels, lakes, ponds, wetlands, and all other types of natural areas which the government designates under any category of protection and at any level whether national, provincial, district, municipal, or village.⁴
- “Research and development” means work directed towards the innovation, introduction, and improvement of products and processes.⁵
- “Traditional knowledge” means knowledge, know-how, skills and practices that are developed, sustained and passed on from generation to generation within a community, often forming part of its cultural or spiritual identity.⁶
- “Utilization of genetic resources” means to conduct research and development on the genetic and/or biochemical composition of genetic resources, including through the application of biotechnology.

6. Duration

this is required by Lao People’s Democratic Republic national contract law

This contract shall enter into force on the date it is signed by both Parties and shall remain in force [for enter the period of time the contract will remain in force] or [until enter a specified termination date].

7. Place of execution

Lao People’s Democratic Republic national contract law lists this but does not make it mandatory

1. [acronym of other competent national authority] shall carry out its obligations under this contract in Vientiane [and in names of other places in the country, if applicable], Lao People's Democratic Republic.
2. [acronym or abbreviation of the name of the receiving Party] shall carry out its obligations under this contract in [name or names of the place or places in Lao People's Democratic Republic and/or another country or countries, as applicable].

8. Benefits

this is required by Lao People's Democratic Republic national contract law

benefits may be monetary or non-monetary or both.

1. The Parties agree that all benefits obtained under this contract shall be equitably shared between the Parties and with the provider or providers of biological and/or genetic resources [and the provider or providers of associated traditional knowledge].

if the purpose of this contract is to enable bioprospecting, collection *in-situ*, or obtaining biological or genetic resources from an *ex-situ* collection, and utilization that seeks to identify biological or genetic resources with potential for development into a marketable product:

2. [acronym or abbreviation of the name of the receiving Party] shall share monetary benefits with [acronym of other competent national authority] as follows:

Lao People's Democratic Republic has not regulated abs and therefore there are no legally-specified minimum or maximum percentages for sharing monetary benefits and no stipulation on whether monetary benefits should be valued on the basis of the sales price of any intermediate or final product or process resulting from the contract or some other basis. the model provisions must be modified to comply with national law and/or regulations when they are adopted.

[a. [minimum percentage of sales price of product or process] or [maximum percentage of sales price] or [specify a range from minimum to maximum percentage of sales price]];

or

[a. a lump sum equal to [specify the percentage] of net profit after taxes from the sale of the product or process.]

[b. Payments shall be based on the financial report specified in [reference to the clause in the contract that corresponds to 'Clause 17. Monitoring contract performance' in these model clauses] and shall be made [specify how often payments must be made – annually, every six months, every month, other frequency]].

3. [acronym or abbreviation of the name of the receiving Party] shall provide in-kind and/or non-monetary benefits [as follows:] or [as set out in Annex [number of the annex] to this contract:]

in addition to item a., all types of non-monetary benefits listed below, and particularly training and education, should be options for support to communities as well as government institutions

[a. infrastructure support for provider community/communities – this may be anything the community needs and the receiving Party can provide, for example: water supply, building

a school or clinic, assistance with road construction, among other things. Specify the community or communities that will receive such assistance, what type of assistance will be provided, when and how it will be provided, and any other issue related to providing the support;]

[b. equipment – a detailed list of all equipment provided and give the complete name and contact information for the community or communities, institution or institutions that will receive the equipment];

[c. involve Lao scientists in the research – specify who will be involved and in what capacities, for what period of time, where, and any other issue related to involvement in the research];

[d. training – specify who will be trained, the subject matter of the training, where training will be done, how often training will be done, and any other issue related to the training that will be provided as a non-monetary benefit];

[e. scholarships and/or other educational opportunities for human resource development – specify who will receive the educational opportunity, the field or fields that each individual will study, where each individual will study, for how long each individual will study, whether a specified number of educational opportunities will be supported each year, and/or any other issue related to educational benefits that will be provided as a non-monetary benefit];

[f. technical advice or support – specify what the technical advice or support will be and how and when it will be offered];

[g. assistance with fund raising – specify the type of assistance to be provided and the basis on which it will be provided];

[number/numbers. Any other in-kind and/or non-monetary benefit agreed by the Parties.]

4. [acronym of other competent national authority] has entered into an agreement with the provider or providers of biological and/or genetic resources [and associated traditional knowledge] which is attached as Annex [number of the annex] to this contract, and shall share monetary benefits as stipulated in the agreement.

or

if the purpose of this contract is to support academic, non-commercial research

there may or may not be monetary benefits to share in the case of non-commercial research. if there are, the following clause may be used. if not, this clause can be deleted:

[2. [acronym or abbreviation of the name of the receiving Party] shall share [percentage or lump sum] of research funding with [acronym of other competent national authority] [as follows:] or [as set out in Annex [number of the annex] to this contract:]

if there are no monetary benefits to share, the second and third clauses of this article in a contract for academic, non-commercial research would be the following:

2. [acronym or abbreviation of the name of the receiving Party] shall provide in-kind and/or non-monetary benefits [as follows:] or [as set out in Annex [number of the annex] to this contract:]

in addition to item a., all types of non-monetary benefits listed below, and particularly training and education, should be options for support to communities as well as government institutions

[a. infrastructure support for provider community/communities – this may be anything the community needs and the receiving Party can provide, for example: water supply, building a school or clinic, assistance with road construction, other. Specify the community or communities that will receive such assistance, what type of assistance will be provided, when and how it will be provided, and any other issue related to providing the support;]

[b. equipment – a detailed list of all equipment provided and give the complete name and contact information for the community or communities, institution or institutions that will receive the equipment];

[c. involve Lao scientists in the research – specify who will be involved and in what capacities, for what period of time, where, and any other issue related to involvement in the research];

[d. training – specify who will be trained, the subject matter of the training, where training will be done, how often training will be done, and any other issue related to the training that will be provided as a non-monetary benefit];

[e. scholarships and/or other educational opportunities – specify who will receive the educational opportunity, the field or fields that each individual will study, where each individual will study, for how long each individual will study, whether a specified number of educational opportunities will be supported each year, and/or any other issue related to educational benefits that will be provided as a non-monetary benefit];

[f. technical advice or support – specify what the technical advice or support will be and how and when it will be offered];

[g. assistance with fund raising – specify the type of assistance to be provided and the basis on which it will be provided];

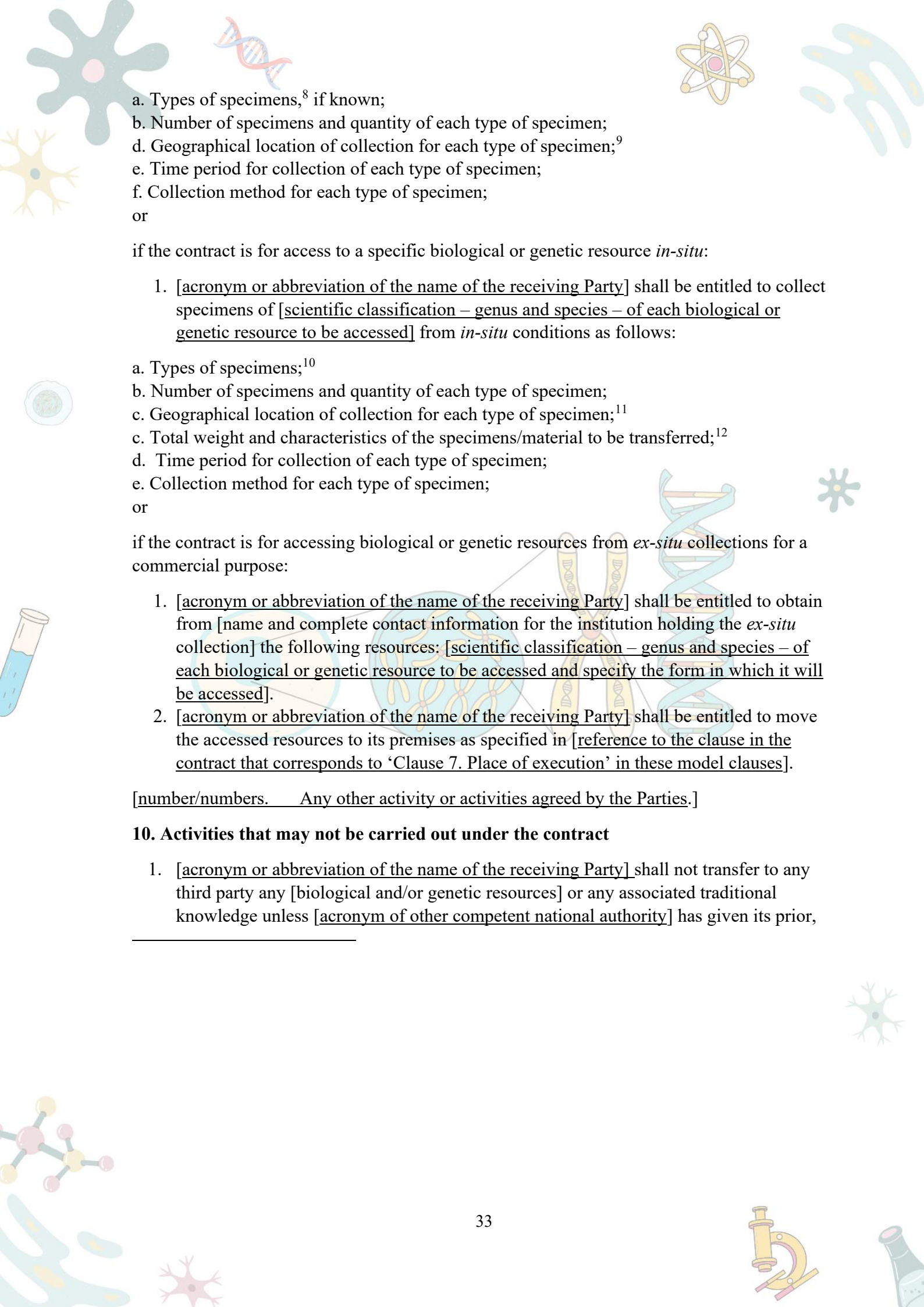
[number/numbers. Any other in-kind and/or non-monetary benefit agreed by the Parties.]

3. [acronym of other competent national authority] has entered into an agreement with the provider or providers of biological and/or genetic resources [and associated traditional knowledge] which is attached as Annex [number of the annex] to this contract, and shall share monetary benefits as stipulated in the agreement.

9. Activities that may be carried out under the contract

if the contract is for bioprospecting *in-situ*:

1. [acronym or abbreviation of the name of the receiving Party] has obtained the required permits [, which are attached as annexes to this contract,⁷] and shall be entitled to collect specimens of [biological and/or genetic] resources from *in-situ* conditions as follows:

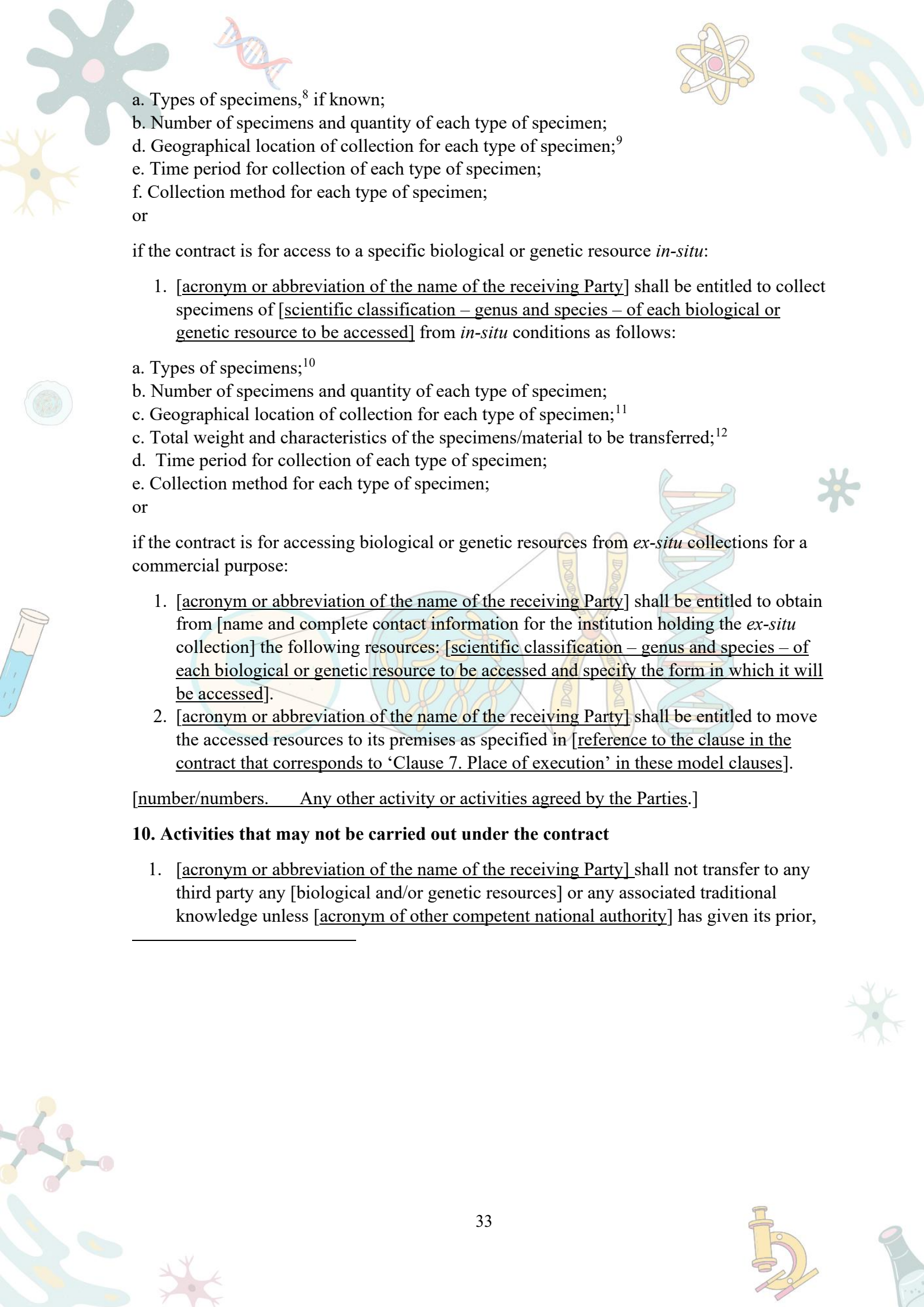
- 
- a. Types of specimens,⁸ if known;
 - b. Number of specimens and quantity of each type of specimen;
 - d. Geographical location of collection for each type of specimen;⁹
 - e. Time period for collection of each type of specimen;
 - f. Collection method for each type of specimen;

or

if the contract is for access to a specific biological or genetic resource *in-situ*:

1. [acronym or abbreviation of the name of the receiving Party] shall be entitled to collect specimens of [scientific classification – genus and species – of each biological or genetic resource to be accessed] from *in-situ* conditions as follows:

- a. Types of specimens;¹⁰
 - b. Number of specimens and quantity of each type of specimen;
 - c. Geographical location of collection for each type of specimen;¹¹
 - c. Total weight and characteristics of the specimens/material to be transferred;¹²
 - d. Time period for collection of each type of specimen;
 - e. Collection method for each type of specimen;
- or



if the contract is for accessing biological or genetic resources from *ex-situ* collections for a commercial purpose:

1. [acronym or abbreviation of the name of the receiving Party] shall be entitled to obtain from [name and complete contact information for the institution holding the *ex-situ* collection] the following resources: [scientific classification – genus and species – of each biological or genetic resource to be accessed and specify the form in which it will be accessed].
2. [acronym or abbreviation of the name of the receiving Party] shall be entitled to move the accessed resources to its premises as specified in [reference to the clause in the contract that corresponds to 'Clause 7. Place of execution' in these model clauses].

[number/numbers. Any other activity or activities agreed by the Parties.]

10. Activities that may not be carried out under the contract

1. [acronym or abbreviation of the name of the receiving Party] shall not transfer to any third party any [biological and/or genetic resources] or any associated traditional knowledge unless [acronym of other competent national authority] has given its prior,
-

express written permission for transfer of the [biological and/or genetic] resources and entered into a contract with the third party, and the provider or providers of the traditional knowledge have given their prior, express written permission for transfer of the traditional knowledge.

2. [acronym or abbreviation of the name of the receiving Party] shall not use the accessed genetic resources for any purpose or activity not specified in this contract without the prior, written consent of [acronym of other competent national authority]. If the contract is for academic, non-commercial research If [acronym or abbreviation of the name of the receiving Party] determines that it wants to use the accessed genetic resources for any commercial purpose, it shall not do so unless it has entered into a new contract with [acronym of other competent national authority] for that purpose.
3. [acronym or abbreviation of the name of the receiving Party] shall not claim nor obtain intellectual property rights over the accessed [biological and/or genetic] resource or any part of the accessed [biological and/or genetic] resource, unless explicitly authorized.
4. [acronym of other competent national authority] shall not, for the duration of this contract, grant to any other party access to the same [biological and/or genetic] resources in the same area to which this contract applies unless it secures the prior, written consent of [acronym or abbreviation of the name of the receiving Party].
5. Neither Party shall assign its rights, benefits, or obligations under this contract to any third party without the prior written consent of the other Party.

[number/numbers. Any other activity or activities agreed by the Parties.]

11. Specific obligations of [acronym of other competent national authority]

1. When the provider or providers of [biological and/or genetic] resources have given their prior informed consent or [acronym or abbreviation of the name of the receiving Party] has entered into an agreement with the institution responsible for an *ex-situ* collection to access genetic resources, issue the permit that will serve as the internationally recognized certificate of compliance under the Nagoya Protocol and upload it to the Nagoya Protocol ABS Clearing-House;
2. Comply with all obligations of Lao People's Democratic Republic under the Nagoya Protocol to disclose non-confidential information concerning this contract on the ABS Clearing-House;
3. Advise [acronym or abbreviation of the name of the receiving Party] on other permits that may be required from other government authorities and facilitate contact with those authorities;
4. any other obligations agreed by the Parties].

12. Specific obligations of [acronym or abbreviation of the name of the receiving Party]

[acronym or abbreviation of the name of the receiving Party] shall:¹³

1. Ensure that the collection, storage, transport, use and export of the accessed biological and/or genetic resources comply with all applicable laws of the Lao People's Democratic Republic that govern issues including but not limited to the protection of human health and the environment, endangered species, taxation, and customs;

2. Bear all costs incurred in bioprospecting or accessing [biological and/or genetic] resources *in-situ* or from *ex-situ* collections, delivering duplicate samples, if required, [carrying out research] [utilizing genetic resources], and sharing the results;
3. Involve [list the full names of individual and institutional local partners and the activity or activities in which each will be involved¹⁴];
4. Contribute to building capacity in Lao People's Democratic Republic for bioprospecting, utilization of [biological and/or genetic] resources, and [insert any other activity specific to the contract] [by insert specific information on what the receiving Party will do to build capacity] or [as set out in Annex {number of the annex} to this contract];
5. Utilize the accessed [biological and/or genetic] resources in Lao People's Democratic Republic [insert agreement of the Parties on the extent to which it is possible to utilize biological and/or genetic resources in-country];
6. Share with [acronym of other competent national authority] the results of [research] or [utilization] involving the accessed [biological and/or genetic] resources, including free access to any online resource where the results may be made available for a fee, and provide or [acronym of other competent national authority] with any assistance that may be required to interpret the results;
7. Acknowledge the contribution of Lao People's Democratic Republic, national scientists and researchers, local partners, and all providers of [biological and/or genetic] resources in all of its communications and publications concerning the activities carried out under this contract;
8. Provide to [acronym of other competent national authority] [any other institution the Parties may designate] [number] of printed copies of any publication based on the use of the accessed [biological and/or genetic] resources and links to the site or sites where the publication may be accessed online;

if the contract is for collecting *in-situ*, whether for academic research or a commercial purpose, include these additional clauses:

[number]. If there is no alternative to collecting in a legally designated protected area, enter into a written agreement with the protected area management authority, which is attached as Annex [number of the annex] to this contract, to offset or mitigate any damage caused by collection activities and contribute to the conservation of the protected area.

[number]. Involve the members of [list the names of the communities in or adjacent to the areas where bioprospecting will be carried out], as specified in [reference to the clause in the contract that corresponds to "Clause 4. Scope" in these model clauses].

[number]. Within [time period to be specified by the Parties] after the time period for collection expires, notify [acronym of other competent national authority] of the scientific classification of each resource [acronym or abbreviation of the name of the receiving Party] intends to use. [acronym of other competent national authority] may, within [time period to be specified by the Parties], raise objections, in which case the Parties will seek agreement on the [biological and/or genetic] resources which may be used.

[number]. Deliver duplicate samples of the accessed [biological and/or genetic] resources to [acronym of other competent national authority]. Duplicate samples must be delivered in the following form or forms: [insert requirements for samples].

or

[number]. Deliver duplicate samples of the accessed [biological and/or genetic] resources to the following [institutions] or [institutions] designated by [acronym of other competent national authority]: [insert complete name/s and contact information for each institution designated]. Duplicate samples must be delivered in the following form or forms: [insert requirements for samples].

if the purpose of this contract is to support academic, non-commercial research or to enable bioprospecting and research and development that seek to identify biological or genetic resources with potential for development into a marketable product, include this additional clause:

[number]. Notify [acronym of other competent national authority] if the purpose of access under this contract changes from non-commercial research to any commercial utilization and enter into a new contract for the commercial utilization.

if access will include traditional knowledge associated with the biological or genetic resources, include this additional clause:

[number]. Enter into a written agreement with the provider or providers of traditional knowledge associated with the accessed resources that clearly describes the traditional knowledge and clearly expresses the provider's or providers' prior informed consent to its use.

[number/numbers. Any other activity/activities agreed by the Parties.]

13. Delivery

Lao People's Democratic Republic national contract law lists this but does not make it mandatory

1. [acronym or abbreviation of the name of the receiving Party] shall deliver monetary and non-monetary benefits to [acronym of other competent national authority] as stipulated in [reference to the clause in the contract that corresponds to "Clause 8. Benefits" in these model clauses].
2. [acronym of other competent national authority] shall deliver monetary benefits to providers of [biological and/or genetic] resources [and associated traditional knowledge] as stipulated in [reference to the clause in the contract that corresponds to "Clause 8. Benefits" in these model clauses] or [Annex [number of the annex] to this contract.]

14. Intellectual property rights¹⁵

All intellectual property rights arising from activities carried out in the execution of this contract shall be co-owned by the Parties unless one Party advises the other Party in writing that it does not want an interest in such intellectual property rights.

or

If any activity under this contract generates any intellectual property rights, such rights shall be owned by the Government of Lao People's Democratic Republic. [acronym of other competent national authority] and any other party that participated in the activity that generates intellectual property rights shall have a free, non-exclusive global license to use that intellectual property. [acronym or abbreviation of the name of the receiving Party] and [acronym of other competent national authority] [and [full name of any other party or parties that are eligible for the license] shall enter into a licensing agreement.

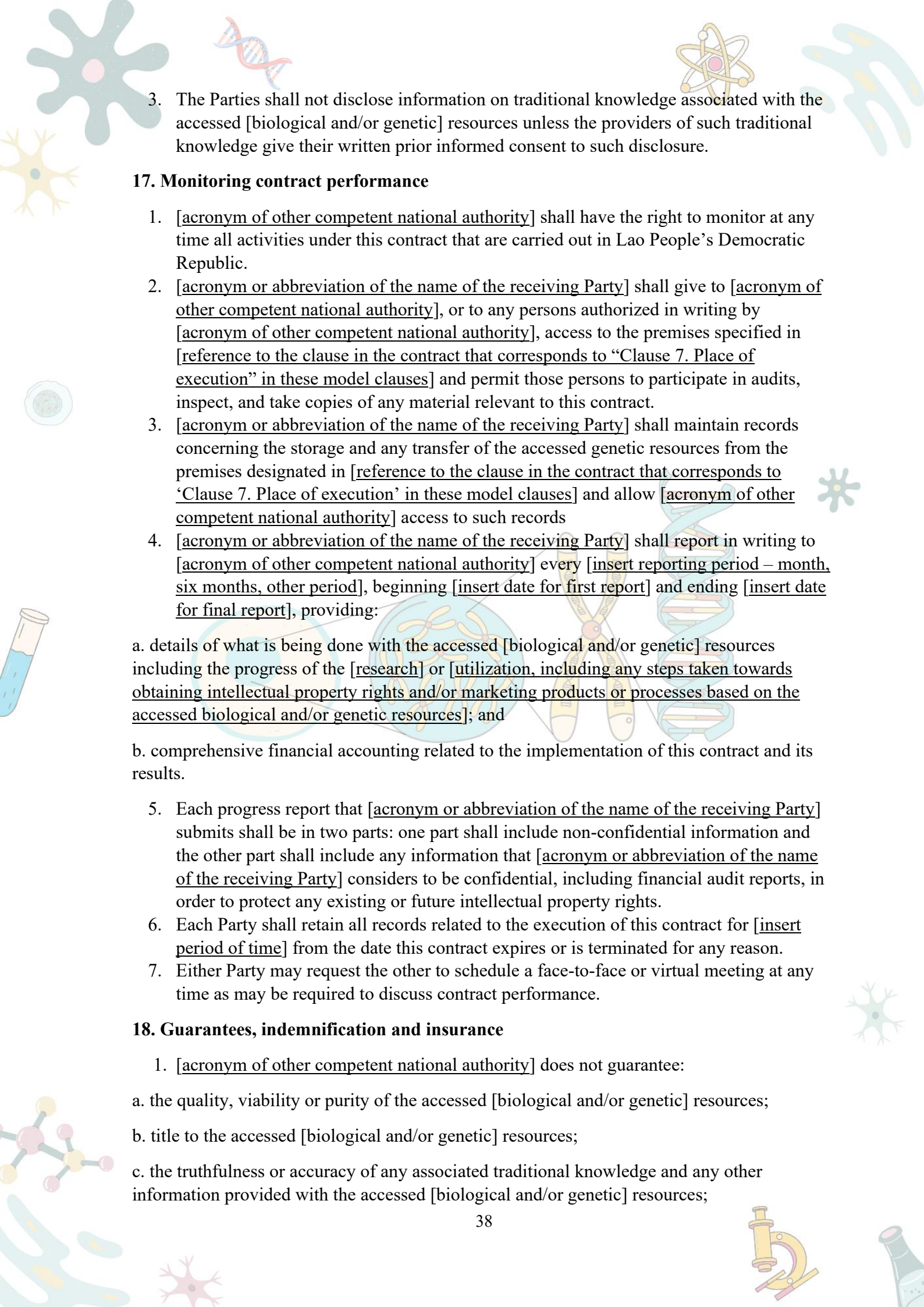
15. Communications Lao People's Democratic Republic national contract law lists this but does not make it mandatory

1. All communication between the Parties related to the execution of this contract, including but not limited to reports, minutes, records, instructions, notices, advice, and correspondence, shall be made in English.
2. All communication between the Parties shall be directed as follows:

To the Government of Lao People's Democratic Republic	To <u>[complete name of the receiving institution]</u>
<u>[name]</u>	<u>[name]</u>
<u>[title]</u>	<u>[title]</u>
<u>[Postal address]</u>	<u>[Postal address]</u>
<u>[Email address]</u>	<u>[Email address]</u>
<u>[Telephone and fax]</u>	<u>[Telephone and fax]</u>

16. Dissemination of knowledge¹⁶

1. The Parties may disclose digital sequence information on the genetic resources that are the subject of this contract [insert text describing what the Parties agree] or [as may be determined by the Meeting of the Parties to the Nagoya Protocol].
2. The Parties may agree, on a case-by-case basis, to jointly or separately publish information on results of research and/or R&D undertaken under this contract in scientific journals, short reports, communication in national and/or international newspapers, and/or to present such results during academic conferences and other events in Lao People's Democratic Republic and/or internationally. [insert text specifying in detail the extent, timing, and nature of any limits on publishing or disclosing information, or include that detail in an annex to this contract.]

- 
3. The Parties shall not disclose information on traditional knowledge associated with the accessed [biological and/or genetic] resources unless the providers of such traditional knowledge give their written prior informed consent to such disclosure.

17. Monitoring contract performance

1. [acronym of other competent national authority] shall have the right to monitor at any time all activities under this contract that are carried out in Lao People's Democratic Republic.
2. [acronym or abbreviation of the name of the receiving Party] shall give to [acronym of other competent national authority], or to any persons authorized in writing by [acronym of other competent national authority], access to the premises specified in [reference to the clause in the contract that corresponds to "Clause 7. Place of execution" in these model clauses] and permit those persons to participate in audits, inspect, and take copies of any material relevant to this contract.
3. [acronym or abbreviation of the name of the receiving Party] shall maintain records concerning the storage and any transfer of the accessed genetic resources from the premises designated in [reference to the clause in the contract that corresponds to 'Clause 7. Place of execution' in these model clauses] and allow [acronym of other competent national authority] access to such records
4. [acronym or abbreviation of the name of the receiving Party] shall report in writing to [acronym of other competent national authority] every [insert reporting period – month, six months, other period], beginning [insert date for first report] and ending [insert date for final report], providing:
 - a. details of what is being done with the accessed [biological and/or genetic] resources including the progress of the [research] or [utilization, including any steps taken towards obtaining intellectual property rights and/or marketing products or processes based on the accessed biological and/or genetic resources]; and
 - b. comprehensive financial accounting related to the implementation of this contract and its results.
5. Each progress report that [acronym or abbreviation of the name of the receiving Party] submits shall be in two parts: one part shall include non-confidential information and the other part shall include any information that [acronym or abbreviation of the name of the receiving Party] considers to be confidential, including financial audit reports, in order to protect any existing or future intellectual property rights.
6. Each Party shall retain all records related to the execution of this contract for [insert period of time] from the date this contract expires or is terminated for any reason.
7. Either Party may request the other to schedule a face-to-face or virtual meeting at any time as may be required to discuss contract performance.

18. Guarantees, indemnification and insurance

1. [acronym of other competent national authority] does not guarantee:
 - a. the quality, viability or purity of the accessed [biological and/or genetic] resources;
 - b. title to the accessed [biological and/or genetic] resources;
 - c. the truthfulness or accuracy of any associated traditional knowledge and any other information provided with the accessed [biological and/or genetic] resources;

d. that use of the accessed [biological and/or genetic] resources for research or utilization does not infringe any third party intellectual property rights.

2. [acronym of other competent national authority] shall not be liable for any loss incurred by [acronym or abbreviation of the name of the receiving Party] in the course of any activity carried out under this contract and/or in the event that bioprospecting does not identify a [biological and/or genetic] resource that can be utilized.
3. [acronym or abbreviation of the name of the receiving Party] guarantees that it has obtained all permits required under the laws and regulations of Lao People's Democratic Republic to collect, store, transport, and export the accessed biological and/or genetic resources.
4. [acronym or abbreviation of the name of the receiving Party] guarantees that its facilities specified in [reference to the clause in the contract that corresponds to "Clause 7. Place of execution" in these model clauses] and the qualifications of its personnel who will carry out the activities described in [reference to the clause in the contract that corresponds to "Clause 9. Activities that may be carried out under the contract" in these model clauses] are appropriate and adequate for the purpose of this contract.
5. [acronym or abbreviation of the name of the receiving Party] is solely responsible for insuring its personnel, equipment, and operations for all activities under this contract in Lao People's Democratic Republic and on its own premises.
6. This contract shall not affect the sovereign rights of Lao People's Democratic Republic over the accessed [biological and/or genetic] resources and [acronym of other competent national authority] shall always retain the authority to grant to any other party access to any genetic resources/biological resources of the same type except as provided under Article [reference to the clause in the contract that corresponds to 'Clause 10.4. Activities that may not be carried out under the contract' in these model clauses].

19. Confidentiality

1. All traditional knowledge associated with [biological and/or genetic] resources accessed under this contract shall be considered confidential and shall not be disclosed by either Party without the written, prior informed consent of the provider or providers of the traditional knowledge.
2. The Parties may designate data, technical specifications and procedures, methodologies and other information related to the subject of this contract as confidential by informing the other Party in writing.
3. Neither Party may disclose any information that the other Party has designated as confidential unless the Party holding the confidential information has given its prior, written consent to the disclosure.

20. Severability

1. As far as possible, all provisions of this contract must be construed so as not to be invalid, illegal or unenforceable.
2. If anything in this contract is unenforceable, illegal or void, it shall be severed and the rest of this contract shall remain in force.

21. Modification Lao People's Democratic Republic national contract law lists this but does not make it mandatory

1. This contract may be amended at any time by mutual agreement between the Parties.
2. Any amendment to this contract must be made in writing and signed by both Parties.

22. Consequences of a breach

if the purpose of this contract is to support academic, non-commercial research

If [acronym or abbreviation of the name of the receiving Party] utilizes the accessed [biological and/or genetic] resources or associated traditional knowledge for any commercial purpose, and has not entered into a new contract for that purpose as specified in [reference to the clause in the contract that corresponds to 'Clause 10.2 Activities that may not be carried out under the contract in these model clauses'] it is in breach of this contract and shall pay to [acronym of other competent national authority] [minimum percentage of sales price of product or process] or [maximum percentage of sales price] or [a lump sum equal to [specify the percentage] of net profit after taxes from the sale of the product or process] [based on the financial report specified in [reference to the clause in the contract that corresponds to 'Clause 17. Monitoring contract performance' in these model clauses] [plus a penalty in the amount of [insert lump sum or percentage].

if the purpose of this contract is to enable bioprospecting, collection *in-situ*, or obtaining genetic resources from an *ex-situ* collection, and utilization that seeks to identify genetic resources with potential for development into a marketable product:

If [acronym or abbreviation of the name of the receiving Party] utilizes the accessed genetic resources or associated traditional knowledge for any purpose or activity not authorized in this contract, it is in breach of this contract and shall pay to [acronym of other competent national authority], in addition to the payments stipulated in [reference to the clause in the contract that corresponds to 'Clause 8. Benefits' in these model clauses], a penalty in the amount of [lump sum or percentage].

23. Termination

Lao People's Democratic Republic national contract law lists this but does not make it mandatory

1. This contract may be terminated at any time by mutual written agreement between the Parties.
2. This contract may be terminated by default if [acronym or abbreviation of the name of the receiving Party] fails to satisfy any of the following obligations under this contract: [list each provision whose breach will result in default].
 - a. In the case of default, [acronym of other competent national authority] must give written notice to [acronym or abbreviation of the name of the receiving Party] requesting that it rectify or explain to the satisfaction of [acronym of other competent national authority] the reasons for the default.
 - b. If [acronym or abbreviation of the name of the receiving Party] does not respond to the written notice of default within [insert period of time], [acronym of other competent national authority] may terminate this contract by giving written notice to [acronym or abbreviation of the name of the receiving Party] of the termination.

c. If this contract is terminated by default, [acronym or abbreviation of the name of the receiving Party] must immediately stop all activities involving the [biological and/or genetic] resources that are the subject of this contract.

3. This contract shall terminate on declaration of bankruptcy by [acronym or abbreviation of the name of the receiving Party].
4. Termination of this contract shall not affect the obligations and/or the rights that were due to accrue to either party prior to the effective date of termination.
5. On expiration of this contract or its termination for any reason, [acronym or abbreviation of the name of the receiving Party] must transfer back to [acronym of other competent national authority] or destroy, at the discretion of [acronym of other competent national authority], all accessed genetic resources. The operation of this clause survives the termination of this agreement.

24. Governing law

1. This contract shall be governed by the applicable laws and regulations of the Lao People's Democratic Republic.
2. [Insert a statement that includes the complete citation to any other legal instrument that also applies to this contract.]

25. Dispute resolution

Lao People's Democratic Republic national contract law lists this but does not make it mandatory

1. If either Party wishes to dispute any issue regarding the interpretation or execution of this contract, that Party must notify the other Party in writing.
2. Any dispute regarding the interpretation or execution of this contract must, as far as reasonably practicable, be resolved through good faith consultation between the Parties.
3. Any dispute arising from the interpretation or execution of this contract that cannot be settled by good faith efforts to resolve it, shall be referred to mediation in Vientiane, Lao People's Democratic Republic as stipulated by the law of Lao People's Democratic Republic in force at the time of the dispute.
4. Any dispute regarding the interpretation or execution of this contract that cannot be settled amicably by the Parties or by mediation shall be subject to the jurisdiction of the competent courts in Vientiane, Lao People's Democratic Republic.

26. Warranty

Each Party warrants to the other Party that it has full powers and authority to enter into this contract.

27. Entire agreement

This contract constitutes the entire agreement between the Parties.

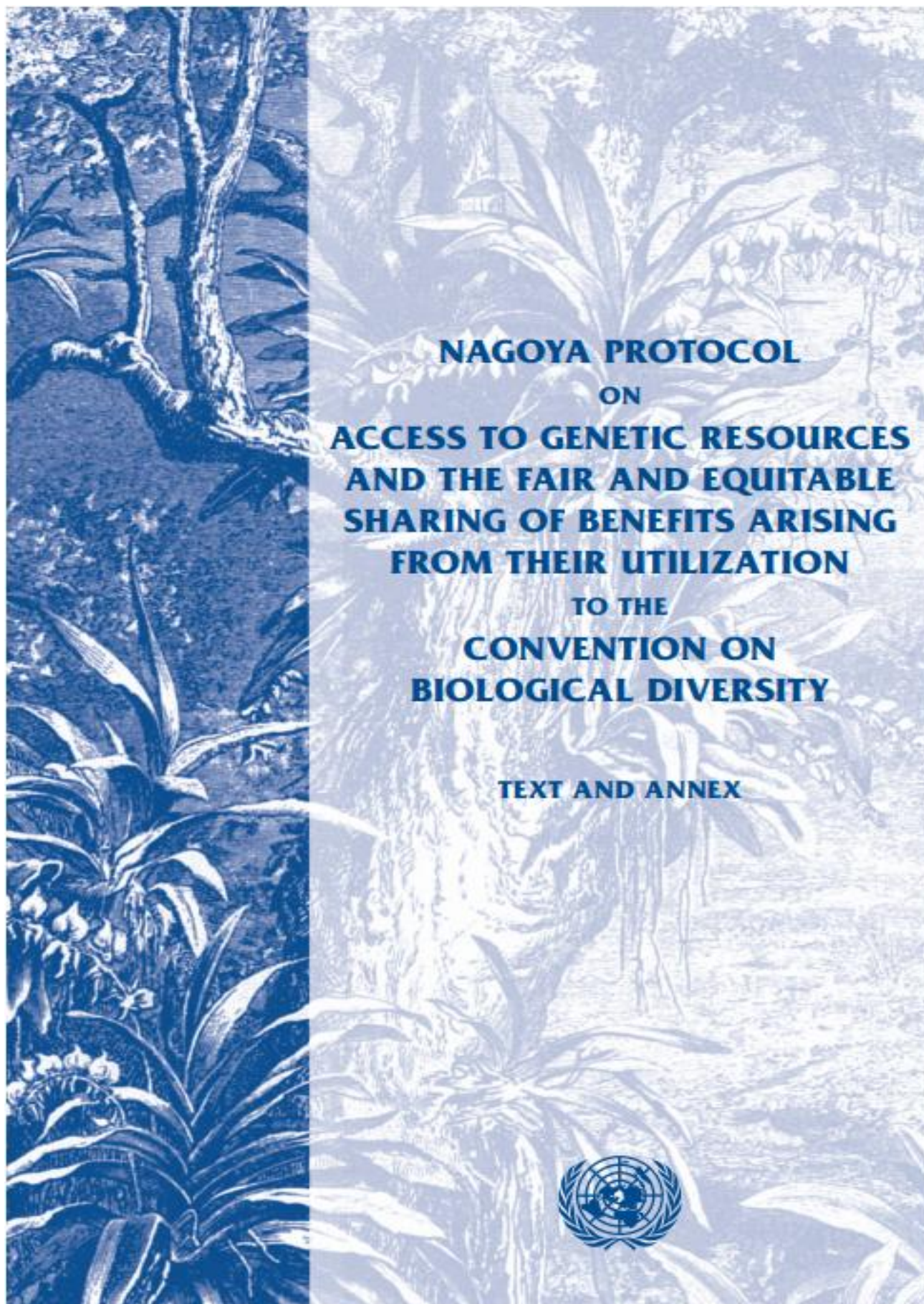
SIGNED

<u>[name]</u>	<u>[name]</u>
<u>[title]</u>	<u>[title]</u>

On behalf of the Government of Lao People's Democratic Republic	On behalf of [<u>complete name of the receiving institution</u>]
[<u>date</u>]	[<u>date</u>]
[<u>place</u>]	[<u>place</u>]



Annex 4. Text of the Nagoya Protocol



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

TEXT AND ANNEX

SECRETARIAT OF THE CONVENTION
ON BIOLOGICAL DIVERSITY
MONTREAL

Convention on Biological Diversity
United Nations



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United Nations Environmental Programme
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For further information please contact the Secretariat of the Convention on Biological Diversity

Introduction

The Convention on Biological Diversity was opened for signature on 5 June 1992 at the United Nations Conference on Environment and Development (the Rio “Earth Summit”) and entered into force on 29 December 1993. The Convention is the only international instrument comprehensively addressing biological diversity. The Convention’s three objectives are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of benefit arising from the utilization of genetic resources.

To further advance the implementation of the third objective, the World Summit on Sustainable Development (Johannesburg, September 2002) called for the negotiation of an international regime, within the framework of the Convention, to promote and safeguard the fair and equitable sharing of benefit arising from the utilization of genetic resources. The Convention’s Conference of the Parties responded at its seventh meeting, in 2004, by mandating its Ad Hoc Open-ended Working Group on Access and Benefit -sharing to elaborate and negotiate an international regime on access to genetic resources and benefit-sharing in order to effectively implement Articles 15 (Access to Genetic Resources) and 8(j) (Traditional Knowledge) of the Convention and its three objectives.

After six years of negotiation, the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefit Arising from their Utilization to the Convention on Biological Diversity was adopted at the tenth meeting of the Conference of the Parties on 29 October 2010, in Nagoya, Japan.

The Protocol significantly advances the Convention’s third objective by providing a strong basis for greater legal certainty and transparency for both providers and users of genetic resources. Specific obligations to support compliance with domestic legislation or regulatory requirements of the Party providing genetic resources and contractual obligations reflected in mutually agreed terms are a significant innovation of the Protocol. These compliance provisions as well as provisions establishing more predictable conditions for access to genetic resources will contribute to ensuring the sharing of benefits when genetic resources leave a Party providing genetic resources. In addition, the Protocol’s provisions on access to traditional knowledge held by indigenous and local communities when it is associated with genetic resources will strengthen the ability of these communities to benefit from the use of their knowledge, innovations and practices.

By promoting the use of genetic resources and associated traditional knowledge, and by strengthening the opportunities for fair and equitable sharing of benefits from their use, the Protocol will create incentives to conserve biological diversity, sustainably use its components, and further enhance the contribution of biological diversity to sustainable development and human well-being.

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

The Parties to this Protocol,

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

Recalling that the fair and equitable sharing of benefits arising from the utilization of genetic resources is one of three core objectives of the Convention, and recognizing that this Protocol pursues the implementation of this objective within the Convention,

Reaffirming the sovereign rights of States over their natural resources and according to the provisions of the Convention,

Recalling further Article 15 of the Convention,

Recognizing the important contribution to sustainable development made by technology transfer and cooperation to build research and innovation capacities for adding value to genetic resources in developing countries, in accordance with Articles 16 and 19 of the Convention,

Recognizing that public awareness of the economic value of ecosystems and biodiversity and the fair and equitable sharing of this economic value with the custodians of biodiversity are key incentives for the conservation of biological diversity and the sustainable use of its components,

Acknowledging the potential role of access and benefit-sharing to contribute to the conservation and sustainable use of biological diversity, poverty eradication and environmental sustainability and thereby contributing to achieving the Millennium Development Goals,

Acknowledging the linkage between access to genetic resources and the fair and equitable sharing of benefits arising from the utilization of such resources,

Recognizing the importance of providing legal certainty with respect to access to genetic resources and the fair and equitable sharing of benefits arising from their utilization,

Further recognizing the importance of promoting equity and fairness in negotiation of mutually agreed terms between providers and users of genetic resources,

Recognizing also the vital role that women play in access and benefit-sharing and affirming the need for the full participation of women at all levels of policy-making and implementation for biodiversity conservation,

Determined to further support the effective implementation of the access and benefit-sharing provisions of the Convention,

Recognizing that an innovative solution is required to address the fair and equitable sharing of benefits derived from the utilization of genetic resources and traditional knowledge associated with genetic resources that occur in transboundary situations or for which it is not possible to grant or obtain prior informed consent,

Recognizing the importance of genetic resources to food security, public health, biodiversity conservation, and the mitigation of and adaptation to climate change,

Recognizing the special nature of agricultural biodiversity, its distinctive features and problems needing distinctive solutions,

Recognizing the interdependence of all countries with regard to genetic resources for food and agriculture as well as their special nature and importance for achieving food security worldwide and for sustainable development of agriculture in the context of poverty alleviation and climate change and acknowledging the fundamental role of the International Treaty on Plant Genetic Resources for Food and Agriculture and the FAO Commission on Genetic Resources for Food and Agriculture in this regard,

Mindful of the International Health Regulations (2005) of the World Health Organization and the importance of ensuring access to human pathogens for public health preparedness and response purposes,

Acknowledging ongoing work in other international forums relating to access and benefit-sharing,

Recalling the Multilateral System of Access and Benefit-sharing established under the International Treaty on Plant Genetic Resources for Food and Agriculture developed in harmony with the Convention,

Recognizing that international instruments related to access and benefit-sharing should be mutually supportive with a view to achieving the objectives of the Convention,

Recalling the relevance of Article 8(j) of the Convention as it relates to traditional knowledge associated with genetic resources and the fair and equitable sharing of benefits arising from the utilization of such knowledge,

Noting the interrelationship between genetic resources and traditional knowledge, their inseparable nature for indigenous and local communities, the importance of the traditional knowledge for the conservation of biological diversity and the sustainable use of its components, and for the sustainable livelihoods of these communities,

Recognizing the diversity of circumstances in which traditional knowledge associated with genetic resources is held or owned by indigenous and local communities,

Mindful that it is the right of indigenous and local communities to identify the rightful holders of their traditional knowledge associated with genetic resources, within their communities,

Further recognizing the unique circumstances where traditional knowledge associated with genetic resources is held in countries, which may be oral, documented or in other forms, reflecting a rich cultural heritage relevant for conservation and sustainable use of biological diversity,

Noting the United Nations Declaration on the Rights of Indigenous Peoples, and

Affirming that nothing in this Protocol shall be construed as diminishing or extinguishing the existing rights of indigenous and local communities,

Have agreed as follows:

Article

1

OBJECTIVE

The objective of this Protocol is the fair and equitable sharing of the benefits arising from 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, thereby contributing to the conservation of biological diversity and the sustainable use of its components.

Article

2

USE OF TERMS

The terms defined in Article 2 of the Convention shall apply to this Protocol. In addition, for the purposes of this Protocol:

- (a) “Conference of the Parties” means the Conference of the Parties to the Convention;
- (b) “Convention” means the Convention on Biological Diversity;
- (c) “Utilization of genetic resources” means to conduct research and development on the genetic and/or biochemical composition of genetic resources, including through the application of biotechnology as defined in Article 2 of the Convention;
- (d) “Biotechnology” as defined in Article 2 of the Convention means any technological application that uses biological systems, living organisms, or derivatives thereof, to make or modify products or processes for specific use;
- (e) “Derivative” means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity.

Article

3

SCOPE

This Protocol shall apply to genetic resources within the scope of Article 15 of the Convention and to the benefits arising from the utilization of such resources. This Protocol shall also apply

to traditional knowledge associated with genetic resources within the scope of the Convention and to the benefits arising from the utilization of such knowledge.

Article

4

RELATIONSHIP WITH INTERNATIONAL AGREEMENTS AND INSTRUMENTS

1. The provisions of this Protocol shall not affect the rights and obligations of any 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. This paragraph is not intended to create a hierarchy between this Protocol and other international instruments.
2. Nothing in this Protocol shall prevent the Parties from developing and implementing other relevant international agreements, including other specialized access and benefit-sharing agreements, provided that they are supportive of and do not run counter to the objectives of the Convention and this Protocol.
3. This Protocol shall be implemented in a mutually supportive manner with other international instruments relevant to this Protocol. Due regard should be paid to useful and relevant ongoing work or practices under such international instruments and relevant international organizations, provided that they are supportive of and do not run counter to the objectives of the Convention and this Protocol.
4. This Protocol is the instrument for the implementation of the access and benefit-sharing provisions of the Convention. Where a specialized international access and benefit-sharing instrument applies that is consistent with and does not run counter to the objectives of the Convention and this Protocol, this Protocol does not apply for the Party or Parties to the specialized instrument in respect of the specific genetic resource covered by and for the purpose of the specialized instrument.

Article

5

FAIR AND EQUITABLE BENEFIT-SHARING

1. In accordance with Article 15, paragraphs 3 and 7 of the Convention, benefits arising from the utilization of genetic resources as well as subsequent applications and commercialization shall be shared in a fair and equitable way with the Party providing such resources is the country of origin of such resources or a Party that has acquired the genetic resources in accordance with the Convention. Such sharing shall be upon mutually agreed terms.
2. Each Party shall take legislative, administrative or policy measures, as appropriate, with the aim of ensuring that benefits arising from the utilization of genetic resources that are held by indigenous and local communities, in accordance with domestic legislation regarding the established rights of these indigenous and local communities over these genetic resources, are shared in a fair and equitable way with the communities concerned, based on mutually agreed terms.

3. To implement paragraph 1 above, each Party shall take legislative, administrative or policy measures, as appropriate.

4. Benefits may include monetary and non-monetary benefits, including but not limited to those listed in the Annex.

5. Each Party shall take legislative, administrative or policy measures, as appropriate, in order that the benefits arising from the utilization of traditional knowledge associated with genetic resources are shared in a fair and equitable way with indigenous and local communities holding such knowledge. Such sharing shall be upon mutually agreed terms.

Article

6

ACCESS TO GENETIC RESOURCES

1. In the exercise of sovereign rights over natural resources, and subject to domestic access and benefit-sharing legislation or regulatory requirements, access to genetic resources for their utilization shall be subject to the prior informed consent of the Party providing such resources that is the country of origin of such resources or a Party that has acquired the genetic resources in accordance with the Convention, unless otherwise determined by that Party.

2. In accordance with domestic law, each Party shall take measures, as appropriate, with the aim of ensuring that the prior informed consent or approval and involvement of indigenous and local communities is obtained for access to genetic resources where they have the established right to grant access to such resources.

3. Pursuant to paragraph 1 above, each Party requiring prior informed consent shall take the necessary legislative, administrative or policy measures, as appropriate, to:

(a) Provide for legal certainty, clarity and transparency of their domestic access and benefit-sharing legislation or regulatory requirements;

(b) Provide for fair and non-arbitrary rules and procedures on accessing genetic resources;

(c) Provide information on how to apply for prior informed consent;

(d) Provide for a clear and transparent written decision by a competent national authority, in a cost-effective manner and within a reasonable period of time;

(e) Provide for the issuance at the time of access of a permit or its equivalent as evidence of the decision to grant prior informed consent and of the establishment of mutually agreed terms, and notify the Access and Benefit-sharing Clearing-House accordingly;

(f) Where applicable, and subject to domestic legislation, set out criteria and/or processes for obtaining prior informed consent or approval and involvement of indigenous and local communities for access to genetic resources; and

(g) Establish clear rules and procedures for requiring and establishing mutually agreed terms. Such terms shall be set out in writing and may include, *inter alia*:

- (i) A dispute settlement clause;
- (ii) Terms on benefit-sharing, including in relation to intellectual property rights;
- (iii) Terms on subsequent third-party use, if any; and
- (iv) Terms on changes of intent, where applicable.

Article

7

ACCESS TO TRADITIONAL KNOWLEDGE ASSOCIATED WITH GENETIC RESOURCES

In accordance with domestic law, each Party shall take measures, as appropriate, with the aim of ensuring that traditional knowledge associated with genetic resources that is held by indigenous and local communities is accessed with the prior and informed consent or approval and involvement of these indigenous and local communities, and that mutually agreed terms have been established.

Article

8

SPECIAL CONSIDERATIONS

In the development and implementation of its access and benefit-sharing legislation or regulatory requirements, each Party shall:

- (a) Create conditions to promote and encourage research which contributes to the conservation and sustainable use of biological diversity, particularly in developing countries, including through simplified measures on access for non-commercial research purposes, taking into account the need to address a change of intent for such research.
- (b) Pay due regard to cases of present or imminent emergencies that threaten or damage human, animal or plant health, as determined nationally or internationally. Parties may take into consideration the need for expeditious access to genetic resources and expeditious fair and equitable sharing of benefits arising out of the use of such genetic resources, including access to affordable treatments by those in need, especially in developing countries.
- (c) Consider the importance of genetic resources for food and agriculture and their special role for food security.

Article

9

CONTRIBUTION TO CONSERVATION AND SUSTAINABLE USE

The Parties shall encourage users and providers to direct benefits arising from the utilization of genetic resources towards the conservation of biological diversity and the sustainable use of its components.

Article

10

GLOBAL MULTILATERAL BENEFIT-SHARING MECHANISM

Parties shall consider the need for and modalities of a global multilateral benefit-sharing mechanism to address the fair and equitable sharing of benefits derived from the utilization of genetic resources and traditional knowledge associated with genetic resources that occur in transboundary situations or for which it is not possible to grant or obtain prior informed consent. The benefits shared by users of genetic resources and traditional knowledge associated with genetic resources through this mechanism shall be used to support the conservation of biological diversity and the sustainable use of its components globally.

Article

11

TRANSBOUNDARY COOPERATION

1. In instances where the same genetic resources are found in-situ within the territory of more than one Party, those Parties shall endeavour to cooperate, as appropriate, with the involvement of indigenous and local communities concerned, where applicable, with a view to implementing this Protocol.
2. Where the same traditional knowledge associated with genetic resources is shared by one or more indigenous and local communities in several Parties, those Parties shall endeavour to cooperate, as appropriate, with the involvement of the indigenous and local communities concerned, with a view to implementing the objective of this Protocol.

Article

12

**TRADITIONAL KNOWLEDGE ASSOCIATED WITH
GENETIC RESOURCES**

1. In implementing their obligations under this Protocol, Parties shall in accordance with domestic law take into consideration indigenous and local communities' customary laws, community protocols and procedures, as applicable, with respect to traditional knowledge associated with genetic resources.
2. Parties, with the effective participation of the indigenous and local communities concerned, shall establish mechanisms to inform potential users of traditional knowledge associated with genetic resources about their obligations, including measures as made available through the Access and Benefit-sharing Clearing-House for access to and fair and equitable sharing of benefits arising from the utilization of such knowledge.
3. Parties shall endeavour to support, as appropriate, the development by indigenous and local communities, including women within these communities, of:

(a) Community protocols in relation to access to traditional knowledge associated with genetic resources and the fair and equitable sharing of benefits arising out of the utilization of such knowledge;

(b) Minimum requirements for mutually agreed terms to secure the fair and equitable sharing of benefits arising from the utilization of traditional knowledge associated with genetic resources; and

(c) Model contractual clauses for benefit-sharing arising from the utilization of traditional knowledge associated with genetic resources.

4. Parties, in their implementation of this Protocol, shall, as far as possible, not restrict the customary use and exchange of genetic resources and associated traditional knowledge within and amongst indigenous and local communities in accordance with the objectives of the Convention.

Article

13

NATIONAL FOCAL POINTS AND COMPETENT NATIONAL AUTHORITIES

1. Each Party shall designate a national focal point on access and benefit-sharing. The national focal point shall make information available as follows:

(a) For applicants seeking access to genetic resources, information on procedures for obtaining prior informed consent and establishing mutually agreed terms, including benefit-sharing;

(b) For applicants seeking access to traditional knowledge associated with genetic resources, where possible, information on procedures for obtaining prior informed consent or approval and involvement, as appropriate, of indigenous and local communities and establishing mutually agreed terms including benefit-sharing; and

(c) Information on competent national authorities, relevant indigenous and local communities and relevant stakeholders.

The national focal point shall be responsible for liaison with the Secretariat.

2. Each Party shall designate one or more competent national authorities on access and benefit-sharing. Competent national authorities shall, in accordance with applicable national legislative, administrative or policy measures, be responsible for granting access or, as applicable, issuing written evidence that access requirements have been met and be responsible for advising on applicable procedures and requirements for obtaining prior informed consent and entering into mutually agreed terms.

3. A Party may designate a single entity to fulfil the functions of both focal point and competent national authority.

4. Each Party shall, no later than the date of entry into force of this Protocol for it, notify the Secretariat of the contact information of its national 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 the genetic resources sought. Each Party shall forthwith notify the Secretariat of any changes in the designation of its national focal point or in the contact information or responsibilities of its competent national authority or authorities.

5. The Secretariat shall make information received pursuant to paragraph 4 above available through the Access and Benefit-sharing Clearing-House.

Article

14

THE ACCESS AND BENEFIT-SHARING CLEARING-HOUSE AND INFORMATION SHARING

1. An Access and Benefit-sharing Clearing-House is hereby established as part of the clearing-house mechanism under Article 18, paragraph 3, of the Convention. It shall serve as a means for sharing of information related to access and benefit-sharing. In particular, it shall provide access to information made available by each Party relevant to the implementation of this Protocol.

2. Without prejudice to the protection of confidential information, each Party shall make available to the Access and Benefit-sharing Clearing-House any information required by this Protocol, as well as information required pursuant to the decisions taken by the Conference of the Parties serving as the meeting of the Parties to this Protocol. The information shall include:

- (a) Legislative, administrative and policy measures on access and benefit-sharing;
- (b) Information on the national focal point and competent national authority or authorities; and
- (c) Permits or their equivalent issued at the time of access as evidence of the decision to grant prior informed consent and of the establishment of mutually agreed terms.

3. Additional information, if available and as appropriate, may include:

- (a) Relevant competent authorities of indigenous and local communities, and information as so decided;
- (b) Model contractual clauses;
- (c) Methods and tools developed to monitor genetic resources; and
- (d) Codes of conduct and best practices.

4. The modalities of the operation of the Access and Benefit-sharing 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

15

COMPLIANCE WITH DOMESTIC LEGISLATION OR REGULATORY REQUIREMENTS ON ACCESS AND BENEFIT-SHARING

1. Each Party shall take appropriate, effective and proportionate legislative, administrative or policy measures to provide that genetic resources utilized within its jurisdiction have been accessed in accordance with prior informed consent and that mutually agreed terms have been established, as required by the domestic access and benefit-sharing legislation or regulatory requirements of the other Party.

2. Parties shall take appropriate, effective and proportionate measures to address situations of non-compliance with measures adopted in accordance with paragraph 1 above.

3. Parties shall, as far as possible and as appropriate, cooperate in cases of alleged violation of domestic access and benefit-sharing legislation or regulatory requirements referred to in paragraph 1 above.

Article

16

COMPLIANCE WITH DOMESTIC LEGISLATION OR REGULATORY REQUIREMENTS ON ACCESS AND BENEFIT- SHARING FOR TRADITIONAL KNOWLEDGE ASSOCIATED WITH GENETIC RESOURCES

1. Each Party shall take appropriate, effective and proportionate legislative, administrative or policy measures, as appropriate, to provide that traditional knowledge associated with genetic resources utilized within their jurisdiction has been accessed in accordance with prior informed consent or approval and involvement of indigenous and local communities and that mutually agreed terms have been established, as required by domestic access and benefit-sharing legislation or regulatory requirements of the other Party where such indigenous and local communities are located.

2. Each Party shall take appropriate, effective and proportionate measures to address situations of non-compliance with measures adopted in accordance with paragraph 1 above.

3. Parties shall, as far as possible and as appropriate, cooperate in cases of alleged violation of domestic access and benefit-sharing legislation or regulatory requirements referred to in paragraph 1 above.

Article

17

MONITORING THE UTILIZATION OF GENETIC RESOURCES

1. To support compliance, each Party shall take measures, as appropriate, to monitor and to enhance transparency about the utilization of genetic resources. Such measures shall include:

(a) The designation of one or more checkpoints, as follows:

- (i) Designated checkpoints would collect or receive, as appropriate, relevant information related to prior informed consent, to the source of the genetic resource, to the establishment of mutually agreed terms, and/or to the utilization of genetic resources, as appropriate;
- (ii) Each Party shall, as appropriate and depending on the particular characteristics of a designated checkpoint, require users of genetic resources to provide the information specified in the above paragraph at a designated checkpoint. Each Party shall take appropriate, effective and proportionate measures to address situations of non-compliance;
- (iii) Such information, including from internationally recognized certificates of compliance where they are available, will, without prejudice to the protection of confidential information, be provided to relevant national authorities, to the Party providing prior informed consent and to the Access and Benefit-sharing Clearing-House, as appropriate;
- (iv) Checkpoints must be effective and should have functions relevant to implementation of this subparagraph (a). They should be relevant to the utilization of genetic resources, or to

the collection of relevant information at, inter alia, any stage of research, development, innovation, pre commercialization or commercialization.

(b) Encouraging users and providers of genetic resources to include provisions in mutually agreed terms to share information on the implementation of such terms, including through reporting requirements; and

(c) Encouraging the use of cost-effective communication tools and systems.

2. A permit or its equivalent issued in accordance with Article 6, paragraph 3 (e) and made available to the Access and Benefit-sharing Clearing-House, shall constitute an internationally recognized certificate of compliance.

3. An internationally recognized certificate of compliance shall serve as evidence that the genetic resource which it covers has been accessed in accordance with prior informed consent and that mutually agreed terms have been established, as required by the domestic access and benefit-sharing legislation or regulatory requirements of the Party providing prior informed consent.

4. The internationally recognized certificate of compliance shall contain the following minimum information when it is not confidential:

(a) Issuing authority;

(b) Date of issuance;

(c) The provider;

(d) Unique identifier of the certificate;

(e) The person or entity to whom prior informed consent was granted;

(f) Subject-matter or genetic resources covered by the certificate;

(g) Confirmation that mutually agreed terms were established;

(h) Confirmation that prior informed consent was obtained; and

(i) Commercial and/or non-commercial use.

Article

18

COMPLIANCE WITH MUTUALLY AGREED TERMS

1. In the implementation of Article 6, paragraph 3 (g) (i) and Article 7, each Party shall encourage providers and users of genetic resources and/or traditional knowledge associated with genetic resources to include provisions in mutually agreed terms to cover, where appropriate, dispute resolution including:

(a) The jurisdiction to which they will subject any dispute resolution processes;

(b) The applicable law; and/or

(c) Options for alternative dispute resolution, such as mediation or arbitration.

2. Each Party shall ensure that an opportunity to seek recourse is available under their legal systems, consistent with applicable jurisdictional requirements, in cases of disputes arising from mutually agreed terms.

3. Each Party shall take effective measures, as appropriate, regarding:

(a) Access to justice; and

(b) The utilization of mechanisms regarding mutual recognition and enforcement of foreign judgments and arbitral awards.

4. The effectiveness of this article shall be reviewed by the Conference of the Parties serving as the meeting of the Parties to this Protocol in accordance with Article 31 of this Protocol.

Article

19

MODEL CONTRACTUAL CLAUSES

1. Each Party shall encourage, as appropriate, the development, update and use of sectoral and cross-sectoral model contractual clauses for mutually agreed terms.

2. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall periodically take stock of the use of sectoral and cross-sectoral model contractual clauses.

Article

20

CODES OF CONDUCT, GUIDELINES, AND BEST PRACTICES AND/OR STANDARDS

1. Each Party shall encourage, as appropriate, the development, update and use of voluntary codes of conduct, guidelines and best practices and/or standards in relation to access and benefit-sharing.

2. The Conference of the Parties serving as the meeting of the Parties to this Protocol shall periodically take stock of the use of voluntary codes of conduct, guidelines and best practices and/or standards and consider the adoption of specific codes of conduct, guidelines and best practices and/or standards.

Article

21

AWARENESS-RAISING

Each Party shall take measures to raise awareness of the importance of genetic resources and traditional knowledge associated with genetic resources, and related access and benefit-sharing issues. Such measures may include, inter alia:

(a) Promotion of this Protocol, including its objective;

(b) Organization of meetings of indigenous and local communities and relevant stakeholders;

(c) Establishment and maintenance of a help desk for indigenous and local communities and relevant stakeholders;

(d) Information dissemination through a national clearing-house;

(e) Promotion of voluntary codes of conduct, guidelines and best practices and/or standards in consultation with indigenous and local communities and relevant stakeholders;

- (f) Promotion of, as appropriate, domestic, regional and international exchanges of experience;
- (g) Education and training of users and providers of genetic resources and traditional knowledge associated with genetic resources about their access and benefit-sharing obligations;
- (h) Involvement of indigenous and local communities and relevant stakeholders in the implementation of this Protocol; and
- (i) Awareness-raising of community protocols and procedures of indigenous and local communities.

Article 22 **CAPACITY**

1. The Parties shall cooperate in the capacity-building, capacity development and strengthening of human resources and institutional capacities to effectively implement this Protocol in developing country Parties, in particular the least developed countries and small island developing States among them, and Parties with economies in transition, including through existing global, regional, subregional and national institutions and organizations. In this context, Parties should facilitate the involvement of indigenous and local communities and relevant stakeholders, including non-governmental organizations and the private sector.
2. The need of developing country Parties, in particular the least developed countries and small island developing States among them, and Parties with economies in transition for financial resources in accordance with the relevant provisions of the Convention shall be taken fully into account for capacity-building and development to implement this Protocol.
3. As a basis for appropriate measures in relation to the implementation of this Protocol, developing country Parties, in particular the least developed countries and Small Island developing States among them, and Parties with economies in transition should identify their national capacity needs and priorities through national capacity self-assessments. In doing so, such Parties should support the capacity needs and priorities of indigenous and local communities and relevant stakeholders, as identified by them, emphasizing the capacity needs and priorities of women.
4. In support of the implementation of this Protocol, capacity-building and development may address, inter alia, the following key areas:
 - (a) Capacity to implement, and to comply with the obligations of, this Protocol;
 - (b) Capacity to negotiate mutually agreed terms;
 - (c) Capacity to develop, implement and enforce domestic legislative, administrative or policy measures on access and benefit-sharing; and
 - (d) Capacity of countries to develop their endogenous research capabilities to add value to their own genetic resources.
5. Measures in accordance with paragraphs 1 to 4 above may include, inter alia:
 - (a) Legal and institutional development;
 - (b) Promotion of equity and fairness in negotiations, such as training to negotiate mutually agreed terms;
 - (c) The monitoring and enforcement of compliance;

- (d) Employment of best available communication tools and Internet-based systems for access and benefit-sharing activities;
- (e) Development and use of valuation methods;
- (f) Bio prospecting, associated research and taxonomic studies;
- (g) Technology transfer, and infrastructure and technical capacity to make such technology transfer sustainable;
- (h) Enhancement of the contribution of access and benefit-sharing activities to the conservation of biological diversity and the sustainable use of its components;
- (i) Special measures to increase the capacity of relevant stakeholders in relation to access and benefit-sharing; and
- (j) Special measures to increase the capacity of indigenous and local communities with emphasis on enhancing the capacity of women within those communities in relation to access to genetic resources and/or traditional knowledge associated with genetic resources.

6. Information on capacity-building and development initiatives at national, regional and international levels, undertaken in accordance with paragraphs 1 to 5 above, should be provided to the Access and Benefit-sharing Clearing-House with a view to promoting synergy and coordination on capacity-building and development for access and benefit-sharing.

Article

23

TECHNOLOGY TRANSFER, COLLABORATION AND COOPERATION

In accordance with Articles 15, 16, 18 and 19 of the Convention, the Parties shall collaborate and cooperate in technical and scientific research and development programmes, including biotechnological research activities, as a means to achieve the objective of this Protocol. The Parties undertake to promote and encourage access to technology by, and transfer of technology to, developing country Parties, in particular the least developed countries and small island developing States among them, and Parties with economies in transition, in order to enable the development and strengthening of a sound and viable technological and scientific base for the attainment of the objectives of the Convention and this Protocol. Where possible and appropriate such collaborative activities shall take place in and with a Party or the Parties providing genetic resources that is the country or are the countries of origin of such resources or a Party or Parties that have acquired the genetic resources in accordance with the Convention.

Article

24

NON-PARTIES

The Parties shall encourage non-Parties to adhere to this Protocol and to contribute appropriate information to the Access and Benefit-sharing Clearing-House.

Article

25

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 of the Convention shall be the financial mechanism for this Protocol.
3. Regarding the capacity-building and development 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 of developing country Parties, in particular the least developed countries and small island developing States among them, and of Parties with economies in transition, for financial resources, as well as the capacity needs and priorities of indigenous and local communities, including women within these communities.
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 countries and small island developing States among them, and of the Parties with economies in transition, in their efforts to identify and implement their capacity-building and development 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 other resources for the implementation of the provisions of this Protocol through bilateral, regional and multilateral channels.

Article

26

**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 29 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 Annex, 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 and held concurrently 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 concurrently 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. Anybody 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

27

SUBSIDIARY BODIES

1. Any subsidiary body established by or under the Convention may serve this Protocol, including upon a decision of the Conference of the Parties serving as the meeting of the Parties to this Protocol. Any such decision shall specify the tasks to be undertaken.

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 this Protocol shall be taken only by Parties to this 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 this Protocol, shall be substituted by a member to be elected by and from among the Parties to this Protocol.

Article

28

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

Article

29

MONITORING AND REPORTING

Each Party shall monitor the implementation of its obligations under this Protocol, and shall, at intervals and in the format 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 this Protocol.

Article

30

PROCEDURES AND MECHANISMS TO PROMOTE COMPLIANCE WITH THIS PROTOCOL

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 under Article 27 of the Convention.

Article

31

ASSESSMENT AND REVIEW

The Conference of the Parties serving as the meeting of the Parties to this Protocol shall undertake, four years after the entry into force of this Protocol and thereafter at intervals determined by the Conference of the Parties serving as the meeting of the Parties to this Protocol, an evaluation of the effectiveness of this Protocol.

Article

32

SIGNATURE

This Protocol shall be open for signature by Parties to the Convention at the United Nations Headquarters in New York, from 2 February 2011 to 1 February 2012.

Article

33

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 the deposit of the fiftieth 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 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

34

RESERVATIONS

No reservations may be made to this Protocol.

Article

35

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 this 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

36

AUTHENTIC TEXT

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 on the dates indicated.

DONE at Nagoya on this twenty-ninth day of October, two thousand and ten.

ANNEX

MONETARY AND NON-MONETARY BENEFITS

1. Monetary benefits may include, but not be limited to:

- (a) Access fees/fee per sample collected or otherwise acquired;
- (b) Up-front payments;
- (c) Milestone payments;
- (d) Payment of royalties;
- (e) Licence fees in case of commercialization;
- (f) Special fees to be paid to trust funds supporting conservation and sustainable use of biodiversity;
- (g) Salaries and preferential terms where mutually agreed;
- (h) Research funding;
- (i) Joint ventures;
- (j) Joint ownership of relevant intellectual property rights.

2. Non-monetary benefits may include, but not be limited to:

- (a) Sharing of research and development results;
- (b) Collaboration, cooperation and contribution in scientific research and development programmes, particularly biotechnological research activities, where possible in the Party providing genetic resources;
- (c) Participation in product development;
- (d) Collaboration, cooperation and contribution in education and training;
- (e) Admittance to *ex situ* facilities of genetic resources and to databases;
- (f) Transfer to the provider of the genetic resources of knowledge and technology under fair and most favourable terms, including on concessional and preferential terms where agreed, in particular, knowledge and technology that make use of genetic resources, including biotechnology, or that are relevant to the conservation and sustainable utilization of biological diversity;
- (g) Strengthening capacities for technology transfer;
- (h) Institutional capacity-building;
- (i) Human and material resources to strengthen the capacities for the administration and enforcement of access regulations;
- (j) Training related to genetic resources with the full participation of countries providing genetic resources, and where possible, in such countries;
- (k) Access to scientific information relevant to conservation and sustainable use of biological diversity, including biological inventories and taxonomic studies;
- (l) Contributions to the local economy;
- (m) Research directed towards priority needs, such as health and food security, taking into account domestic uses of genetic resources in the Party providing genetic resources;
- (n) Institutional and professional relationships that can arise from an access and benefit-sharing agreement and subsequent collaborative activities;
- (o) Food and livelihood security benefits;
- (p) Social recognition;
- (q) Joint ownership of relevant intellectual property rights.

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