From Thistle to Fragrance

The *Echinops* ABS-Agreement in Cameroon

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Intervention logic of the ABS Initiative

Steering and guiding
- Steering Committees
- (Sub-)regional management
- Project management
- General Assembly

Core implementation processes
- National institutional & regulatory ABS frameworks
- Effective participation of IPLCs based on BCPs and community procedures
- Development of ABS agreements

Outcomes in pilot countries
- Functioning national ABS systems
- IPLC involvement in ABS agreements
- ABS compliant value chains

Auxiliary processes
- Regional harmonisation
- Interfaces to international processes
- Knowledge generation & management
- Development of (HCD) tools

2015-2020
How to get started

• ABS committee created in Cameroon (GIZ/GEF)
• V. Mane Fils (MANE) gets interested in *Echinops giganteus* for the perfume industry
• Project with Man and Nature for ABS conform exploitation of *Echinops* (MANE)
• Man and Nature contacts local NGO ERUDEF (MANE)
• ERUDEF contacts LC and ABS focal point (MANE)

**Do not contact local community without a proper planning**

**Highest traditional authority should be contacted > BCP**

Research Phase

- **Signature of a “Pre-PIC”** between local community and Man and Nature (MANE)
- First harvesting and drying of *Echinops* (MANE)
- Ethno-botanical study on *Echinops* (MANE)
- First exportation of 200 kg dry roots of *Echinops* (MANE)
- **Draft MoU (MAT)** for *Echinops* (GEF/GIZ) > validation failed
- **Roundtable** organized with LC, MINEPDED and line ministries

⚠️ Do not sign random documents, seek OK from Ministry first

💡 Be prepared to explain your business (why 200 kg?)

New start and termination of research phase

- Elaboration of new draft MoU (ABS CDI)
- Workshop for the integration of comments (GIZ)
- Validation workshop (ABS CDI)
- Ceremony for signature of MoU for the research phase (ABS CDI)
- MANE communicates the will to continue into the commercialization phase
- MANE starts procedure for research permit

In absence of an ABS regulation you need to be flexible (the MoU is a mixture between PIC and MAT)
ABS permits do not replace research and exportation permits
(Too) early MAT negotiation

- ERUDEF organizes meeting with LC to start **MAT negotiation** (MANE)
- ERUDEF organizes second meeting with local community for negotiation of price > 4,5€ per kg dried roots of *Echinops* compared to 1,5€ during research phase (MANE)
- Workshop for sensitization of local community concerning options of benefit sharing (ABS-CDI) > traditional leader took not part because he didn’t feel respected by the local NGO

Do not start negotiations in a bilateral manner, always include Ministry

Start with sensitization on options for benefit sharing
Make sure that local customs are being respected (BCP)

Early MAT negotiation

- Letter (January) from MANE to Ministry: research phase ended – demand for permission to enter MAT negotiations for commercialization phase (V. Mane Fils)
- Letter (February) from MINEPDED to MANE: OK for negotiation of MAT for the commercialization phase and granting access (research phase) to *Mondia whitei* (MINEPDED)
- A draft 0 of the MAT is elaborated by ERUDEF (with technical backstopping of the Initiative) and circulated amongst stakeholders for written comments (ERUDEF and ABS CDI)

Prepare each administrative step, especially in the absence of an ABS regulation, closely with the responsible focal point
MAT negotiation

- **First MAT negotiation** meeting (March) in Magha-Bamumbu with LC and Ministry, MANE was not present. Integration of comments and circulation of next draft (UNDP SGP / ABS CDI)
- New Focal Point got appointed. Several briefings to bring the new FP up to date (ABS CDI)
- Integration of further comments, circulation of draft 2 as basis for final negotiation and validation meeting (ABS CDI)

Document each step, e.g. for emergency briefing purposes

Signature of MAT

- Final negotiation and **validation meeting (April)** of MAT in Magha-Bamumbu; consensus between the LC, MANE and the Ministry (ABS CDI)
- **Validation meeting (April)** with National ABS Committee in Yaoundé, and official ceremony of signature of the first MAT in Central Africa (ABS CDI and UNDP SGP)

**Misunderstanding concerning the financing of „non-monetary benefits“ > only popped up when MANE was negotiating personally for the first time > almost bursted the deal**

**Each party should be properly represented during each meeting (e.g. through a contract with a local consultant)**

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Picture by Alian Schiever, ABS Initiative
Today: waiting for PIC

- MANE asks through a letter for PIC by the Ministry (MANE)
- Export continues
- Ministry is not sure how to grant PIC and process is delayed
- Research permit is not obtained yet
- Ministry validates a template for PIC in November 2016 > administrative procedure underway (GIZ)
- In December 2016 PIC is still not granted
- Product is on the market but has not been sold yet > no royalties paid yet

Start as early as possible with procedures for research and other relevant permits independent from ABS procedures

Tidiously explain your business model and point out the risk of not selling the final product immediately

Thank you for your attention
Content of the MAT

- Duration of three years
- All parties report to the National ABS Committee
- MANE gets permits before exportation and accesses Echinops only through the LC of Magha-Bamumbu
- Non monetary benefits: recognize CMR as country of origin; CD for sustainable management of Echinops; consider transformation in CMR; strengthen capacities concerning technology transfer; explore possibilities to accompany community development projects and to provide scholarships for local students

  **Monetary benefits:** guarantees the purchase of 1000, 1500 and 2000 kg of dried *Echinops* roots from 2015 to 2017; **4.10€ per kg** (compared to 45 cents per kg of carrots); **25% Royalties** on clear profit directly attributed to *Echinops*; Royalties are deposited in a fund of the local community which is managed by the King who again needs to keep the community informed about the accrued amounts

- IPR: MANE guarantees not to hold any rights to IP on the genetic material of Echinops; only sell Echinops products as agreed with the LC; every new use needs a new agreement

- **Obligations of the LC:** exclusiveness for MANE; provide the quantities needed and communicated by MANE; comply with quality specifications by MANE; maintenance of drying stations; transparency in the management of benefits; reporting to MANE and Ministry; subdivide the price per kg as follows: **59% for the harvester, 19% for the community fund managed by the King, 11% for the cooperative and 11% for the public fund of the mayor.**