

THE ABS  
CAPACITY  
DEVELOPMENT  
INITIATIVE



L'INITIATIVE DE  
RENFORCEMENT  
DES CAPACITES  
POUR L'APA

# From Thistle to Fragrance



## The *Echinops* ABS-Agreement in Cameroon

Suhel al Janabi (and Michel Mane)

funded by

BMZ



Federal Ministry  
for Economic Cooperation  
and Development



DANISH MINISTRY  
OF THE ENVIRONMENT



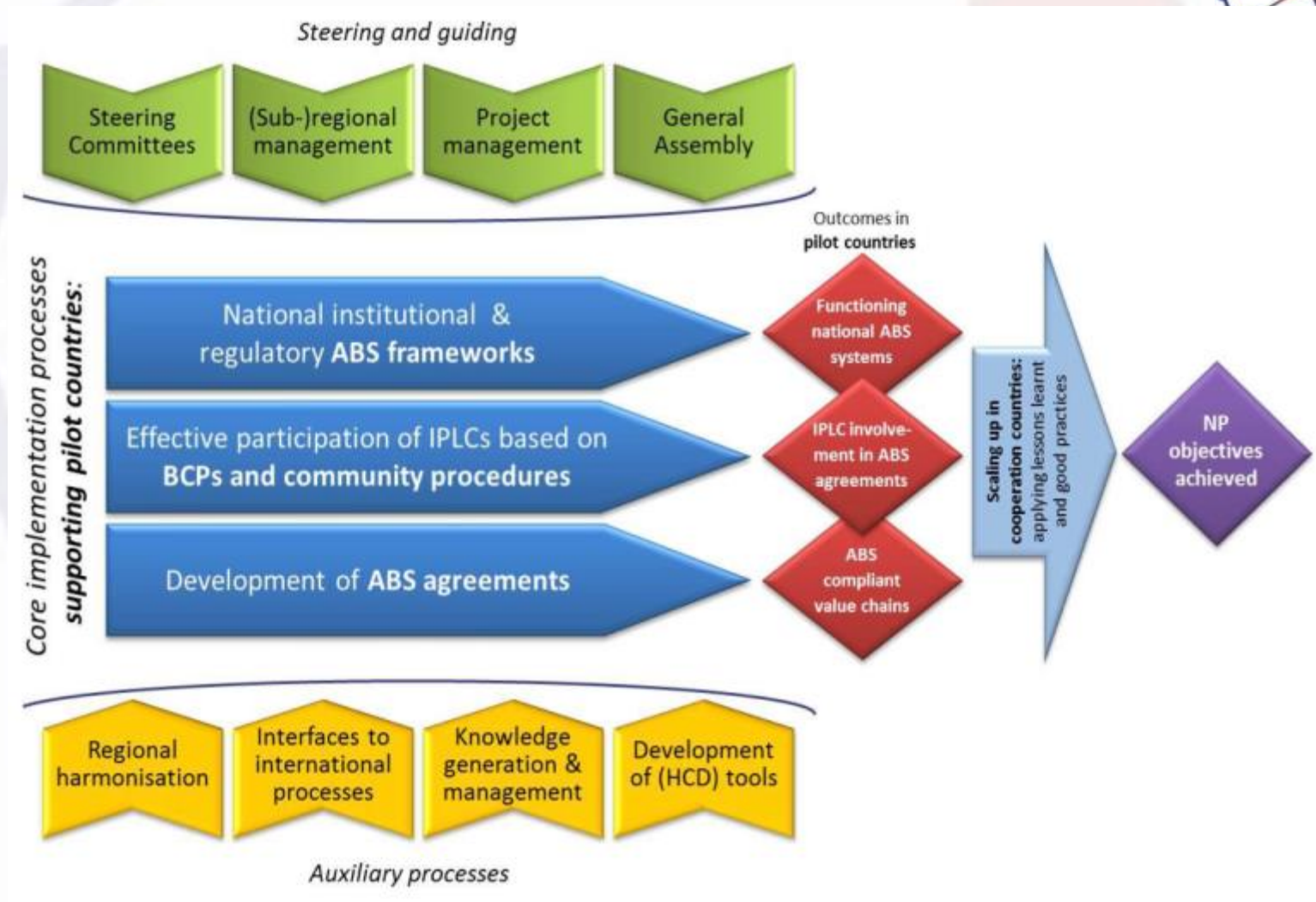
giz

Programme Implementing  
the Biodiversity Convention

implemented by

# Intervention logic of the ABS Initiative

2015-2020



# How to get started

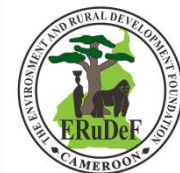
- ABS committee created in Cameroon (GIZ/GEF)
- V .Mane Films (MANE) gets interested in *Echinops giganteus* for the perfume industry
- Project with Man and Nature for ABS conform exploitation of *Echinops* (MANE)
- Man and Nature contacts local NGO ERUDEF (MANE)
- ERUDEF contacts LC and ABS focal point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



Do not contact local community without a proper planning



Highest traditional authority should be contacted > BCP



2011

2012

2013

2014

2015

2016

# Research Phase

- [illegible]



2016

# 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

2011

2012

2013

**2014**

2015

2016



# (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)

2011

2012

2013

**2014**

2015

2016

# 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

2011

2012

2013

2014

**2015**

2016

# 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

2011

2012

2013

2014

2015

2016



# 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)



Picture by Peter Schauerte, ABS-Initiative



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)

2011

2012

2013

2014

**2015**

2016

# Today: waiting for PIC

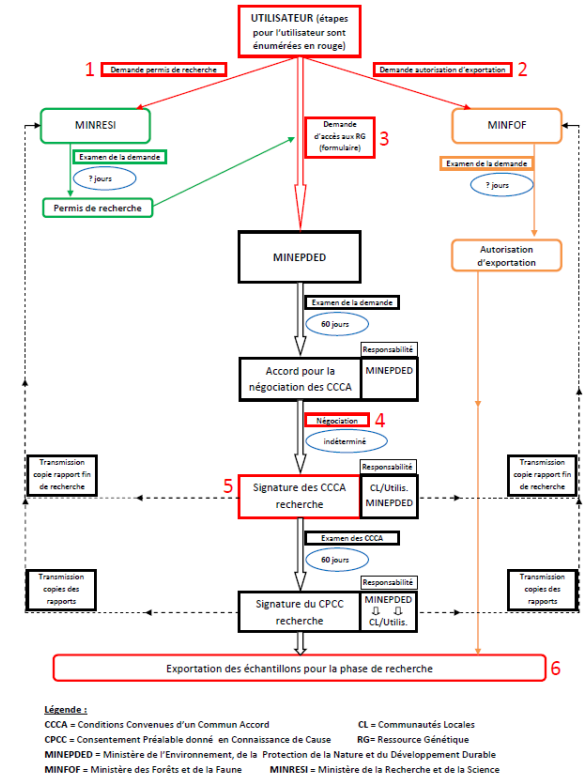
- MANE asks through a letter for PIC by the Ministry (MANE)
- Export continues
- Ministry is not sure how to grant PIC and process is delayed
- Research permit is not obtained yet
- Ministry validates a template for PIC in November 2016 > administrative procedure underway (GIZ)
- In December 2016 PIC 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

Schéma simplifié d'accès aux ressources génétiques au Cameroun pour la phase de recherche (procédure à répéter pour une éventuelle phase de commercialisation)



2011

2012

2013

2014

2015

2016

# 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.**

