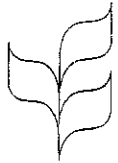




CBD



**CONVENTION ON
BIOLOGICAL DIVERSITY**

Distr.
GENERAL

UNEP/CBD/BSWG/6/Inf. 9

ENGLISH

OPEN-ENDED AD HOC WORKING
GROUP ON BIOSAFETY
Sixth meeting
Cartagena, Colombia, 14-19 February 1999

Note from the Secretariat

Note from the Co-Chairs of Contact Group II to the Extended Bureau

Note from the Co-Chairs of Contact Group 2 to the Extended Bureau

In order to ensure effective and efficient co-operation between Contact Group 2 and the other Groups, the following points should be considered when referring text to Contact Group 2.

- There is one type of mandate to be given to Contact Group 2:

Substantive drafting of provisions that directly relate to legal or institutional matters.
(This may involve policy decisions by Contact Group 2 on the matter in question.)

- Example: On the issue of the relationship between the Clearing House Mechanism and the Conference of the Parties, Contact Group 2 could be requested to draft appropriate language in the relevant provisions.

- The following should not be referred to Contact Group 2:

1. Text containing mutually exclusive options requiring a policy choice by the competent Group. If required, the Co-Chairs of Contact Group 2 may be asked to address the competent Group to provide clarification on possible legal implications of the options under discussion.

- Example: "The financial responsibility for risk assessment shall rest with the [Party] of [export] [import] [importer] [notifier]".

2. Questions concerning the legal significance of a particular word or phrase. Such questions should be addressed to the Secretariat who should be asked (through its legal staff to give an oral explanation to the competent Group.

- Example: What is the meaning and legal significance of the term "*pursuant to this Protocol*"

3. Legal drafting or refinement of provisions that have been agreed in another Group. (Drafting will be undertaken by the Legal Drafting Group.