

Resolution 1/84
AMENDMENTS TO THE PLANT PROTECTION AGREEMENT FOR
THE ASIA PACIFIC REGION

THE COUNCIL,

Noting that Plant Protection Commission for the Asia and Pacific Region at its Thirteenth Session (Manila, April 1983) had decided to propose certain amendments to the Agreement under which it had been established,

Nothing further that in accordance with Article IX.2 of the Agreement, the Director-General had submitted the amendments to the Council for approval,

1. Approves the amendments to the Agreement as set forth in Appendix F to this Report,
2. Recommends to the Director-General that the amendment of Article I(a) of the Agreement and the other amendments to the Agreement should be sent for acceptance by Contracting Governments in separate communications in view of the different conditions governing their coming into force.

PLANT PROTECTION AGREEMENT FOR THE ASIA AND
PACIFIC REGION

The Contracting Governments, desiring to prevent, through concerted action, the introduction into and spread within the Asia and Pacific Region of destructive plant diseases and pests, have concluded the following Agreement, which is a supplementary agreement under Article III of the International Plant Protection Convention of 1951:

ARTICLE I

Definitions

In this Agreement and in the appendices hereto, the following terms shall have the meaning hereby assigned to them, save as otherwise provided:

- (a) The Asia and Pacific Region, hereinafter called 'The Region' comprises all territories in Asia, east of the western [border] boundary of Pakistan and [south of the Himalayas, the southern border of China and west of the eastern coast of Viet Nam,] of the western boundary of China and south of the northern boundary of China and west of the eastern boundary of China, together with all those territories in the Pacific Ocean, the South China Sea and the Indian Ocean situated wholly or partly in the area bounded by longitude 100° East, latitude 45° South, longitude 130° West, latitude 38° North to the point of its intersection with the eastern coast of China. [western coast of the Republic of Korea, and from that point a straight line to Taipei, and thence a straight line to the point of intersection of the eastern coast of Viet Nam and latitude 15° North. For the purpose of implementing the objectives of this Agreement Hong-Kong shall also be considered as being in the Region.]
- (b) "plant" or "plants" means all species of plants or parts thereof, whether living or dead (including stems, branches, tubers, bulbs, corms, stocks, budwood, cuttings, layers, slips, suckers, roots, leaves, flowers, fruits, seeds, and any other parts of plants);
- (c) "territory" means a State or Territory within the Region defined in (a) above;
- (d) "the Organization" means the Food and Agriculture Organization of the United Nations;
- (e) "the Commission" means the Asia and Pacific Plant Protection Commission established in pursuance of Article II of this Agreement.

ARTICLE II

Regional Commission

1. The Contracting Governments hereby establish a regional Commission, to be known as the Asia and Pacific Plant Protection Commission, whose functions shall include:

- (a) the determination of procedures and arrangements necessary for the implementation of this Agreement and the making of recommendations to the Contracting Governments accordingly;
- (b) the review of reports submitted by the Contracting Governments of progress in the implementation of this Agreement;
- (c) the consideration of problems requiring cooperation on a regional basis and of measures for mutual assistance;
- (d) the adoption of the programme of activities and the budget for the ensuing financial period and their transmission to the Director-General for submission to the Council of the Organization prior to implementation.

2. Each Contracting Government shall be represented on the Commission and shall have one vote. However, a Contracting Government which is in arrears in the payment of its financial contributions to the Commission, shall have no vote if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding financial years. A majority of the Contracting Governments shall constitute a quorum. Decisions of the Commission shall be taken by a majority of the votes cast except as otherwise provided in this Agreement.

3. The Commission shall meet whenever convened by the Director-General of the Organization after consultation with the Chairman of the Commission. The Director-General of the Organization shall convene the Commission at least once every two years or when so requested by at least one third of the Contracting Governments.

4. The Commission shall elect from amongst the delegates a Chairman who shall serve for a period of two years or until the first session of the Commission held after the expiration of the period of two years. The Chairman shall be eligible for re-election.

5. Expenses incurred by delegates of Contracting Governments in attending sessions of the Commission shall be determined and paid by their respective Governments. The Director-General of the Organization shall appoint and provide the secretariat of the Commission from the staff of the Organization who shall serve only during the sessions of the Commission. The expenses of the secretariat of the Commission shall be determined and paid by the Organization.

6. 5. The Commission shall establish its own rules of procedure.

ARTICLE III

Finance

1. Each Member of the Commission undertakes to contribute its share of the biennial budget, as approved by the Commission by a two-thirds majority of its Members at the session to be convened by the Director-General of the Organization at least once every two years in accordance with paragraph 3 of Article II. The contribution of each Member shall be divided into two equal instalments, one of which shall be payable at the beginning of the first year of the biennium, and the other at the beginning of the second year.

2. Where a Contracting Government becomes a Member of the Commission in the course of a biennium, its contribution for that biennium shall be determined in accordance with principles established by the Commission.

3. Contributions shall be made in cash and shall be payable in currencies to be determined by the Commission after consultation with each Member and with the concurrence of the Director-General of the Organization.

4. Contributions from Members, as well as any supplementary contributions from Members or donations from other sources made to the Commission in order to support specific activities, shall be placed in one or more trust funds administered by the Director-General in conformity with the Financial Regulations of the Organization.

5. At the end of each financial period, any uncommitted balance in the Commission's budget shall be available to finance activities carried out in the following financial period.

6. In addition to making their contributions provided for in paragraph 1 or supplementary contributions in accordance with paragraph 4 of this Article, Members of the Commission may establish a national fund into which they may pay moneys in their national currency or in other currencies to be used for implementing the Commission's programmes and projects. Any such national fund shall be administered by the Member concerned.

ARTICLE IV

Expenses

1. The Director-General of the Organization shall appoint and provide the secretariat of the Commission from the staff of the Organization. The expenses of the Commission shall be paid out of its budget, with the exception of those relating to such staff and facilities as may be borne by the Organization within the limits of the biennial budget prepared by the Director-General of the Organization and approved by the Conference of the Organization.

2. Expenses incurred by representatives of Contracting Governments in attending sessions of the Commission shall be determined and paid by their respective governments.

ARTICLE /III/ V

Measures Regarding the Importation of Plants from Outside the Region

For the purpose of preventing the introduction into its territory or territories of destructive diseases and pests, and in particular those listed in Appendix A to this Agreement, each Contracting Government shall use its best endeavours to apply, with respect to the importation of any plants, including their packings and containers, and any packings and containers of plant origin, from anywhere outside the Region, such measures of prohibition, certification, inspection, disinfection, disinfestation, quarantine, destruction or other measures as may be recommended by the Commission, taking into consideration the provisions of Articles V and VI of the International Plant Protection Convention.

Appendix A to this Agreement may be modified by a decision of the Commission.

ARTICLE /IV/ VI

Measures to Exclude South American Leaf Blight of Hevea from the Region

In view of the importance of the Hevea rubber industry in the Region, and of the danger of introducing the destructive South American leaf blight (*Dothidella ulei*) of the Hevea rubber tree, the Contracting Governments shall take the measures specified in Appendix B to this Agreement. Appendix B to this Agreement may be modified by a decision of the Commission taken unanimously.

ARTICLE /V/ VII

Measures Regarding Movement of Plants within the Region

For the purpose of preventing the spread within the Region of destructive diseases and pests, each Contracting Government shall use its best endeavours to apply, with respect to the importation into its territory of any plants, including packings and containers, and any packings and containers of plant origin, from another territory within the Region, such measures of prohibition, certification, inspection, disinfection, disinfestation, quarantine, destruction or other measures as may be recommended by the Commission, in addition to measures already adopted by each Contracting Government.

ARTICLE /VI/ VIII

General Exemption

This Agreement shall not apply to the following plants and plant products except insofar as any such plants or plant products are explicitly made subject to specific measures of control provided in this Agreement or recommended by the Commission:

- (a) any plants imported for food or for analytical, medicinal or manufacturing purposes;
- (b) all seeds of annual or biennial field crops or vegetables, and all seeds or cut flowers of annual, biennial or perennial ornamental plants which are essentially herbaceous in character; and
- (c) any processed plant products.

ARTICLE /VII/ IX

Settlement of Disputes

If there be any dispute regarding the interpretation or implementation of this Agreement, or regarding action taken by any Contracting Government under this Agreement, and such dispute cannot be resolved by the Commission, the Government or Governments concerned may request the Director-General of the Organization to appoint a committee of experts to consider such dispute.

ARTICLE /VIII/ X

Rights and Obligations of Contracting Governments not Parties
to the International Plant Protection Convention

Nothing in the International Plant Protection Convention shall affect the rights and obligations of Contracting Governments which are not parties to the Convention.

ARTICLE /IX/ XI

Amendment

1. Any proposal by a Contracting Government for the amendment of this Agreement, except Appendices A and B, shall be communicated, through the Commission, to the Director-General of the Organization.
2. Any proposed amendment of this Agreement received by the Director-General of the Organization shall be presented to a session of the Council of the Organization for approval.
3. Notice of any proposed amendment of this Agreement shall be transmitted to the Contracting Governments by the Director-General of the Organization not later than the time when the agenda of the session of the Council at not later than the time when the agenda of the session of the Council at which the matter is to be considered is despatched.
4. Any such amendment of this Agreement, approved by the Council of the Organization, shall come into force with respect to all Contracting Governments as from the thirtieth day after acceptance by two-thirds of the Contracting Governments. Amendments involving new obligations for Contracting Governments, however, shall come into force in respect of each Contracting Government only on acceptance by it and as from the thirtieth day after such acceptance.
5. The instruments of acceptance of amendments shall be deposited with the Director-General of the Organization. The effective date of acceptance shall be the date of such deposit. The Director-General of the Organization shall inform all Contracting Governments of the receipt of acceptances and the entry into force of amendments.

ARTICLE X XII

Signature and Adherence

1. The Government of any State situated in the Region, or any Government which is responsible for the international relations of a territory or territories in the Region, may become a party to this Agreement, by either

- (a) signature; or
- (b) signature subject to ratification followed by such ratification; or
- (c) adherence.

Governments may not subject their signature, ratification or adherence to any reservation.

2. This Agreement, the text of which was approved by the Council of the Organization on 26 November 1955, shall be open for signature until 30 June 1956 or until the date of its entry into force in conformity with the provisions of Article XI XIII paragraph 1, whichever date is the later. The Director-General of the Organization shall immediately inform all signatory Governments of the signature of this Agreement by any other Government. Ratification shall be effected by the deposit of an instrument of ratification with the Director-General of the Organization and shall become effective as from the date of deposit.

3. This Agreement shall be open for adherence as from 1 July 1956 or from the date of its entry into force in conformity with the provisions of Article XI XIII paragraph 1, whichever date is the later. Adherence shall be effected by the deposit of an instrument of adherence with the Director-General of the Organization and shall become effective as from the date of deposit.

4. The Director-General of the Organization shall immediately inform all signatory and adhering Governments of the deposit of an instrument of ratification or of adherence.

ARTICLE XI XIII

Entry into force

1. This Agreement shall come into force as soon as three Governments have become parties to it, either by signature, or by signature subject to ratification followed by such ratification.

2. The Director-General of the Organization shall notify all signatory Governments of the date of entry into force of this Agreement.

ARTICLE XII XIV

Denunciation and Termination

1. Any Contracting Government may, at any time after the expiration of one year from the date on which it became a party to the Agreement, or from the date on which the Agreement entered into force, whichever is the later, denounce this Agreement by notification addressed to the Director-General of the Organization, who shall at once inform all signatory and adhering Governments of the denunciation.

2. The denunciation shall take effect one year from the date of receipt of the notification by the Director-General of the Organization.

3. This Agreement shall automatically be terminated should the parties to it become fewer than three as the result of denunciations.

4. On termination of the Agreement all assets of the Commission shall be liquidated by the Director-General of the Organization. After settlement of the liabilities, the balance of contributions from Members shall be distributed amongst those Contracting Governments that were Members of the Commission on the date on which termination of the Agreement took effect, on the basis of the biennial budget that was current at that date. A Member whose contributions were in arrears or overdue on such date shall not be entitled to a share of the assets.

IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed this Agreement on behalf of their respective Governments on the dates appearing opposite their signatures.

Done at Rome on the twenty-seventh day of February one thousand nine-hundred and fifty six in two copies in the English, French and Spanish languages, which languages shall be equally authoritative. The text of this Agreement shall be authenticated by the Chairman of the Council of the Organization and the Director-General of the Organization. After expiry of the period during which the Agreement is open for signature, in accordance with Article X,* paragraph 2, one copy of the Agreement shall be deposited with the Secretary-General of the United Nations and the other in the archives of the Organization. Additional copies of this text shall be certified by the Director-General of the Organization and furnished to all Governments parties to the Agreement, with the indication of the date on which it has come into force.

* Now renumbered Article XII.

APPENDIX A

LIST OF DESTRUCTIVE PESTS AND DISEASES NOT YET ESTABLISHED
IN THE ASIA AND PACIFIC REGION AS AMENDED BY THE FIRST,
SECOND, THIRD AND SIXTH SESSIONS OF THE COMMISSION

COCOA (<u>Theobroma cacao</u>)		
		Known Distribution
<u>Sahlbergella singularis</u> Hagl.	Capsid bug causing dieback	West Africa, Congo, Angola
<u>Distantiella theobroma</u> Dist.	Capsid bug causing dieback	West Africa, Congo
<u>Helopeltis bergrothi</u> Reut.	Capsid bug causing canker	Africa
<u>Stenoma decora</u> Zell.	Cacao fruit and shoot borer	Brazil
<u>Marasmius perniciosus</u> Stahel	Witches' broom	West Indies, South America
<u>Monilia roreri</u> Cif.	Monilia pod rot	South America, Panama
<u>Trachysphaera fructigena</u> Tabor et Bunting	Trachysphaera pod rot	Africa
Swollen shoot virus complex	Swollen shoot	West Africa (certain strains occur in Ceylon; similar diseases probably also occur in Colombia, Venezuela and Java)
Cacao red mottle virus	Red mottle	Trinidad
Cacao vein-clearing virus	Vein clearing	Trinidad
CASSAVA (<u>Manihot esculenta</u>)		
<u>Phaeolus manihotis</u> Heim	Root rot	Malagasy
Cassava brown streak virus	Brown streak	East Africa, Southern Rhodesia, Malawi
Cassava mosaic virus	Mosaic	Africa, Brasil, Indonesia
CITRUS (<u>Citrus</u> spp.)		
<u>Anastrepha fraterculus</u> (Wied)		Mexico, Central and South America
<u>Anastrepha ludens</u> (Loew.)	Mexican fruit fly	Mexico, Central America
<u>Anastrepha mombinpraeoptans</u> Sein	West Indian fruit fly	USA (Florida, Texas) Mexico, Central America, South America, West Indies
Other <u>Anastrepha</u> spp.	Fruit flies	America (tropical and warm regions)
<u>Ceratitidis rosa</u> Karsch	Natal fruit fly	Africa

<u>Ceratitidis capitata</u> (Wied.)	Mediterranean fruit fly	Known Distribution Europe, Near East, Africa, W. Australia, Central and South America, Hawaii
<u>Strumeta (Dacus) tryoni</u> (Frogg)	Queensland fruit fly	Australia (Queensland and part of New South Wales)
<u>Deuterophoma tracheiphila</u> Petri	Mal secco	Mediterranean region
Citrus stubborn disease virus	Stubborn disease	California, Arizona
COCONUT (<u>Cocos nucifera</u>)		
<u>Pachymerus nucleorum</u> (F.)	Coconut borer	Brazil, Guyana, Paraguay
<u>Pseudotheraptus wagi</u> Br.	Coreid bug	East Africa, Zanzibar
<u>Rhynchophorus palmarum</u> (Linn.)	Palm weevil	Central and South America, West Indies
<u>Aphelenchoides cocophilus</u> (Cobb) Goodey	Red ring disease	West Indies, Panama, Venezuela
COFFEE (<u>Coffea</u> spp.)		
<u>Antestiopsis</u> spp.	Pentatomid bugs	Africa
<u>Leucoptera coffeella</u> (Guer.)	White coffee leaf minor	S. America, West Indies
<u>Planococcus kenyae</u> (Le Pelley)	Mealy bug	East and West Africa, Congo
<u>Omphalia flavida</u> Maubl. et Rangel	American leaf spot	Mexico, USA, West Indies, Central and South America
<u>Trachysphaera fructigena</u> Tabor et Bunting	Trachysphaera fruit rot	Africa
<u>Gibberella xylaricoides</u> (Ste.) Heim et Saccas	Tracheomycosis	Africa
Coffee blister spot virus	Blister spot	Costa Rica
Virus	Mancha mantecosa	Costa Rica
COTTON (<u>Gossypium</u> spp.)		
<u>Anthonomus grandis</u> Boh.	Mexican cotton boll weevil	West Indies, Mexico, Central America, Venezuela, USA
<u>Anthonomus vestitus</u> Boh.	Peruvian cotton boll weevil	Peru
<u>Anthonomus</u> spp.	Boll weevils	New World
<u>Phymatotrichum omnivorum</u> (Shear) Duggar	Texas root rot	Mexico, USA
<u>Sacadodes pyralis</u> Dyar	False pink bollworm	Trinidad, Guyana, Venezuela, Colombia, Costa Rica, Panama, Nicaragua
Cotton leaf curl virus	Leaf curl	Africa

Known Distribution

HEVEA RUBBER (Hevea brasiliensis)

Leptopharsa heveae Drake
et Poor

Lace bug

Tropical America, Brazil

Dothidella ulei P. Henn.

South American leaf blight

Mexico, Central America,
West Indies, South America

Pellicularia filamentosa
(Pat.) Rogers

Target leaf spot

Central and South America

MAIZE (Zea mays)

Distraea spp. esp. D.
saccharalis (F.)

Stalk borers

Southern USA, Mexico, West
Indies, Central America,
South America (certain
species occur in the Region)

Sesamia cretica Led.

Durra stem borer

Africa, Mediterranean region

Xanthomonas stewartii (E.F.
Smith) Dowson

Bacterial wilt

Canada, Mexico, Puerto Rico,
USA, Italy, USSR

OIL PALM (Elaeis guineensis)

Pachymerus lacerdae (Chevr.)

Kernel borer

West Africa

Pachymerus nucleorum (F.)

Kernel borer

Brazil, Guyana, Paraguay

Pimelephila ghesquierii Tams.

A pyralid

West Africa, Congo

Fusarium oxysporum Schlecht.

Fusarium wilt

West Africa

Cercospora elacidis Stey.

Freckle

West Africa, French
Equatorial Africa, Congo

PAPAYA (Carica papaya)

Papaya bunchy top virus

Bunchy top

USA, West Indies, Ceylon,
Tanganyika, India, Sudan

Papaya mosaic virus

Papaya mosaic dieback

Tanganyika

Papaya ring spot virus

Papaya ring spot

Hawaii

Virus

Papaya Waialua disease

Hawaii

POTATO (Solanum tuberosum)

Leptinotarsa decemlineata Say.

Colorado beetle

North America, Europe

Corynebacterium sepedonicum
(Spieck. et Kotth.) Skapt et
Burk

Bacterial ring rot

North America, Costa Rica,
Venezuela, Europe, India

Synchytrium endobioticum
(Schilb) Perc.

Black wart

South Africa, Europe, North
America, South America,
Japan, India (West Bengal)

Known Distribution

Heterodera rostochiensis Wr.

Golden nematode

Europe, USA (Long Island),
Algeria, Israel, New Zealand

Oospora pustulans Owen et
Wakef.

Skin spot

Canada, Australia, Norway,
United Kingdom, Ireland,
New Zealand

RICE (Oryza sativa)

Distraea spp.

Stem or stalk borers

Southern USA, Mexico,
West Indies, Central
America, South America

Ephelis pallida Pat.

Panicle disease

West Africa

Rice dwarf virus

Dwarf

Japan, Philippines

Rice stripe virus

Stripe

Japan

Rice hoja blanca virus

White leaf
(Hoja blanca)

West Indies, Central
America, South America,

SUGAR CANE (Saccharum spp.)

Diatraea spp., esp.
D. saccharalis (F.)

Stalk borers

Southern USA, Mexico, West
Indies, Central America,
South America (certain
species occur in the Region)

Diaprepes abbreviatus L.

Sugar cane root-stalk
borer weevil

West Indies

Xanthomonas albilineans
(Ashby) Dow.

Leaf Scald

Malagasy, Mauritius, Taiwan,
Reunion, Hawaii, Cambodia,
Viet Nam, Java, Philippines,
Australia

Xanthomonas vasculorum
(Cobb) Dow.

Gumming disease

Australia, South America,
Mexico, West Indies, Réunion,
Mauritius, Madeira, South
Africa, Malagasy, Indonesia

Clemona smithi Arr.

White cane grub

Barbados, Trinidad, Mauritius

Sugar cane ratoon stunting
virus

Ratoon stunting

Australia, Africa, Mexico,
West Indies, Hawaii, Fiji,
Central America, South
America, USA, Philippines,
Taiwan

SWEET POTATO (Ipomoea batatas)

Euscepes postfasciatus
(Fairm.)

West Indian sweet potato
weevil

West Indies, Brazil, Fiji,
Tonga

Sweet potato internal cork
virus

Internal cork

USA

Sweet potato mosaic virus

Mosaic

East Africa, Congo (reported
to occur in Ceylon)

Sweet potato dwarf virus

Dwarf

Ryukyu Islands

		Known Distribution
TEA (<u>Thea sinensis</u>)		
<u>Exobasidium reticulatum</u>		Japan
Virus	Phloem necrosis virus	Ceylon
TOBACCO (<u>Nicotiana</u> spp.)		
<u>Ephestia elutella</u> (Ebn.)	Tobacco moth	America, Congo, Mozambique, West Africa
<u>Pseudomonas tabaci</u> (Wolf et Foster) Stevens	Wildfire	North America, Venezuela, Africa, Europe, Japan, China, (Taiwan), Iran, Turkey
<u>Peronospora tabacina</u> Adam	Blue mold	Australia, North America, South America
TOMATO (<u>Lycopersicum esculentum</u>)		
Tomato spotted wilt virus	Spotted wilt	Africa, Australia, New Zealand, Europe, South America, West Indies, North America, Hawaii, Papua-New Guinea
TUNG (<u>Aleurites fordii</u>)		
<u>Septobasidium aleuritidis</u> Heim et Bour.	Branch canker	Madagascar
Virus	Tung rough bark	USA

APPENDIX B

MEASURES TO EXCLUDE SOUTH AMERICAN LEAF BLIGHT
OF HEVEA FROM THE REGION

1. In this Appendix -
 - (a) "the American tropics" means those parts of the continent of America, including adjacent islands, which are bounded by the Tropic of Capricorn (latitude 23 1/2°S) and the Tropic of Cancer (latitude 23 1/2°N) and the meridians of longitude 30°W and 120°W, and includes the part of Mexico north of the Tropic of Cancer;
 - (b) "Competent Authority" means the officer or Government Department or other agency, which each Contracting Government recognizes as its authority for the purpose of this Appendix.
2. Each Contracting Government shall prohibit by law the importation into its territory or territories of any plant or plants of the genus Hevea from outside the Region, unless -
 - (a) the importation is made for scientific purpose; and
 - (b) written permission has been granted for each consignment of plant or plants by the Competent Authority of the importing territory or territories and the importation is in accordance with such special conditions as may be imposed by the Competent Authority in granting such permission; and
 - (c) the plant or plants have been disinfected and freed of any original soil in the country of origin in a manner acceptable to the Competent Authority of the importing territory and are free from pests and diseases, and each consignment of plant or plants is accompanied or covered by a certificate to the effect that the above requirements have been fulfilled, and signed by an appropriate authority in the country of origin; and
 - (d) each consignment is addressed to and is received by the Competent Authority of the importing territory.
3. Each Contracting Government shall prohibit by law the importation into its territory or territories of any plant or plants of the genus Hevea capable of further growth or propagation (excluding seed) from the American tropics or from any other country in which South American leaf blight (Dothidella ulei) is present, unless, in addition to the requirements of paragraph 2 of this Appendix, at a place approved by the Competent Authority of the importing territory and situated outside the Region and outside the American tropics and any other country in which South American leaf blight (Dothidella ulei) is present, such plant or plants have been grown for an adequate period at a plant quarantine station for Hevea and each consignment of such plant or plants is accompanied or covered by a certificate to the effect that the above requirements have been fulfilled, and signed by the officer-in-charge of such quarantine station.
4. Each Contracting Government shall prohibit by law the importation into its territory or territories of any seed of any plant of the genus Hevea from the American tropics or from any other country in which South American leaf blight (Dothidella ulei) is present, unless, in addition to the requirements of paragraph 2 of this Appendix, such seed, having been examined and again disinfected at a place approved by the Competent Authority of the importing territory and situated outside the Region and outside the American tropics and any other country in which South American leaf blight (Dothidella ulei) is present, has been repacked with new packing materials in new containers, and unless each consignment of such seed is accompanied or covered by a certificate to the effect that the above requirements have been fulfilled, and signed by the officer-in-charge of these operations.

5. Each Contracting Government shall prohibit by law the importation into its territory or territories of any plant or plants of the genus *Hevea* not capable of further growth or propagation (such as fresh or dried herbarium specimens); unless, in addition to the requirements of sub-paragraphs (a), (b) and (d) of paragraph 2 of this Appendix, the Competent Authority of the importing country is satisfied that such plant or plants are required for a legitimate special purpose and that such plant or plants have been sterilized in the country of origin by a method satisfactory to the said Competent Authority.

6. Each Contracting Government shall prohibit by law the importation into its territory or territories of any plant or plants other than the genus *Hevea*,

capable of further growth or propagation and originating in the American tropics or in any other country in which South American leaf blight (*Dothidella ulei*) is present, unless written permission has been granted for each consignment of such plant or plants by the Competent Authority of the importing territory or territories and the importation is in accordance with such special conditions as may be imposed by the Competent Authority in granting such permission.

7. The Competent Authority of any territory or territories into which any plant or plants of the genus *Hevea* are imported for further growth or propagation shall ensure that such plant or plants are grown under control for such period as will ensure that such plant or plants are free from all pests and diseases before they are released.

CERTIFIED TRUE COPY



Legal Counsel

Date: 05/10/2005