



# **Better Training for Safer Food** *Initiative*

## *International Standard-Setting Bodies*

**The role of ISPMs and their  
level of obligation**  
**Piotr WŁODARCZYK**

# **BTSF**

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Consumers, Health,  
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# What are ISPMs?

ISPMs are agreed internationally, but they are not international law

ISPMs result from an international agreement (IPPC)

ISPMs are globally agreed norms which should be used by  
Contracting Parties

ISPMs are not obligatory – not using them is not an infringement of  
the IPPC

# Level of obligation of ISPMs

There are two types of the **level of obligation** of ISPMs:

- 1 - **general** level of obligation of ISPMs
- 2 - **specific** level of obligation of ISPMs

# General level of obligation of ISPMs

This type of obligation results directly from the provisions of the  
IPPC:

Art. II: Standards describe and form the basis for harmonized  
phytosanitary measures

Art. X/4: Contracting Parties should take into account, as  
appropriate, international standards when undertaking activities  
related to this Convention

# General level of obligation of ISPMs

Contracting Parties are “morally obliged” to use ISPMs

This obligation is not absolute

# General level of obligation of ISPMs

Examples of benefits coming from the use of ISPMs:

- measures recognized by other countries
  - less trade barriers
- enhanced international cooperation

# Specific level of obligation of ISPMs

This type of level of obligation relates to particular parts of ISPMs

Specific level of obligation of parts of ISPMs is indicated by using:

- annexes or appendices
- words: shall, should, may, must
- the Present Tense

# Specific level of obligation of ISPMs

## Elements of an ISPM

ISPMs may contain:

- main text
- annexes
- appendices



# Specific level of obligation of ISPMs

## Main text of ISPMs

- Main text of an ISPM should provide guidance to Contracting Parties/NPPOs on harmonized phytosanitary measures
- Main text of an ISPM should contain all requirements relevant for the subject of a standard

# Specific level of obligation of ISPMs

## Annexes to ISPMs

- Annexes add technical information to a standard and are official parts of the standard
- Annexes may provide technical guidelines for phytosanitary treatments and procedures, including treatments, treatment schedules and diagnostic protocols

# Specific level of obligation of ISPMs

## Appendices to ISPMs

Appendices provide references or further information relevant to the standard

Appendices are not official part of standards

# Specific level of obligation of ISPMs

## Use of the word “shall”

“Shall” is equivalent to “is required to” and is used when there is an obligation to take action

Usually used in ISPMs in situations where an ISPM refers to an obligation described in the IPPC

# Specific level of obligation of ISPMs

## Use of the word “shall” - Example 1

“Wood packaging material subjected to the approved measures  
**shall** be identified by application of an official mark in  
accordance with Annex 2.”

(ISPM 15)

# Specific level of obligation of ISPMs

## Use of the word “shall” – Example 2

“Any change in the status of the regulated pest in the area under consideration, or in the importing contracting party’s territory, relevant to recognition **shall** be communicated appropriately and promptly as required by the IPPC (Article VIII.1a) and relevant ISPMs (e.g. ISPM No. 17: *Pest reporting*).”

(ISPM 29)

# Specific level of obligation of ISPMs

## Use of the word “should”

“Should” is used in ISPMs to express a moral or political commitment of Contracting Parties or NPPOs (equivalent to “is recommended that”)

“Should” creates an expectation that the prescribed activity will be done, but it is not directly required

# Specific level of obligation of ISPMs

## Use of the word “should” – Example 1

“Contracting parties **should** apply phytosanitary measures based on a policy of managed risk, recognizing that risk of the spread and introduction of pests always exists when importing plants, plant products and other regulated articles.”

(ISPM 1)



# Specific level of obligation of ISPMs

## Use of the word “should” – Example 2

“Official information on the phytosanitary import requirements of the importing country **should** be available to the NPPO personnel of the exporting country.”

(ISPM 7)

# Specific level of obligation of ISPMs

## Use of the word “may”

“May” is used in ISPMs to describe a possibility

“May” does not create an obligation and Contracting Parties or NPPOs decide whether to implement or not

# Specific level of obligation of ISPMs

## Use of the word “may” – Example 1

“A phytosanitary certificate **may** also be required for other regulated articles where phytosanitary measures are technically justified (e.g. empty containers, vehicles, and organisms).”  
(ISPM 12)

# Specific level of obligation of ISPMs

## Use of the word “may” – Example 2

“NPPOs **may** determine that consignments should be sampled during inspection.”  
(ISPM 23)

# Specific level of obligation of ISPMs

## Use of the word “must”

“Must” is used to provide the most unequivocally expressed directive.

It is used mainly in ISPMs of technical nature  
(e.g. ISPM 15, Diagnostic protocols).

# Specific level of obligation of ISPMs

## Use of the word “must” – Example 1

“When an eradication programme is completed, the absence of the pest **must** be verified.”

(ISPM 9)

# Specific level of obligation of ISPMs

## Use of the word “must” – Example 2

“The NPPO **must** be confident that the importing country’s regulations are met.”  
(ISPM 12)

# Specific level of obligation of ISPMs

## Use of the Present Tense

The Present Tense should not be used in ISPMs to express a level of obligation

Present Tense is used in technical ISPMs to express technical details of a procedure

Provisions expressed with the use of the Present Tense should be followed as prescribed



# Specific level of obligation of ISPMs

## Use of the Present Tense – Example 1

“For sample processing, approximately 0.2–0.5 g of fresh plant material **is cut** into small pieces and placed in a suitable tube or plastic bag. The sample **is homogenized** in approximately 4–10 ml (1:20 w/v) of extraction buffer using an electrical tissue homogenizer, or a manual roller, hammer or similar tool.”

(DP 2 Plum Pox Virus)

# Specific level of obligation of ISPMs

## Use of the Present Tense – Example 2

“In most instances, notification **is provided** as the result of the detection of regulated pests in imported consignments.”  
(ISPM 13)



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# Thank you for your attention



**Opera S.r.l.**

Viale dei Parioli 96 - 00197 Rome - Italy

Tel +39 06 96042652/ +39 06 8080111

Tel/Fax +39 06 89280678

[www.btsftraining.com](http://www.btsftraining.com); [www.opera-italy.it](http://www.opera-italy.it);

[btsftraining@btsftraining.com](mailto:btsftraining@btsftraining.com)

**Better Training for Safer Food  
BTSF**

• *European Commission  
Consumers, Health, Agriculture and Food Executive Agency  
DRB A3/042  
L-2920 Luxembourg*

Consumers, Health,  
Agriculture and Food  
Executive Agency