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[Report on the model agreements for pre-competitive access to microbial research materials]

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				[Contributions from the whole WP8 team (Tom Dedeurwaerdere, Arianna Broggiato, Arul Scaria, Michele Barbier, Laura Onofri, Thomas Greiber, Gerd Winter, Caroline Von Kries, Johanna Wesnigk) on building the database of contracts and full WP8 team discussions on the relevant topics at (1) the workshop at the IUCN Headquarters in Bonn in October 2012 (2) through several WP8 Skype meetings and (3) through circulation and discussion of documents by email.
V.2	Laura Onofri		Final	

Summary

The present deliverable surveys and summarizes selected agreements and other legal instruments (already in force or templates) for pre-competitive access to microbial research materials. The aim is to assess how stakeholders have organized their transactions, mostly in regard to access to the material and/or related to exchange of genetic materials. The objective of the report is to understand and map how stakeholders like researchers, policy makers, public institutions regulate the access to and the exchange of microbial research material in pre-competitive research.

The work has been organized into three main methodological steps:

(a) Gathering information, for which a systematic way to gather contracts has been designed and implemented;

(b) Analyzing information, for which the collected contracts were carefully read and surveyed and the information obtained from that analysis was organized and synthesized in:

(1) summary tables highlighting commonalities and differences of surveyed contracts;

(2) individual, analytical tables that report and synthesize the main provisions of each surveyed contract.

The reasons for this approach are twofold: (1) to synthesize very heterogeneous contracts that are different in the structure and their provisions; (2) to provide a quick visual sketch to the reader d can for easy comparisons of different provisions in a solid, robust way.

(c) Integrating and broadening gathered information. We have designed a questionnaire for the purpose of better understanding the stakeholders' practices to regulating access and exchange of microbial material. It aims at eliciting the preferences and motivations of the involved parties. At the time of the submission of the present deliverable, the questionnaire has not been administered.

Surveyed contracts regulate differently the transactions at stake and are very different and heterogeneous, even if they regulate the same access/exchange. Some commonalities, however, were traced and highlighted. In particular, it is very interesting to see that most contracts do neither prescribe for payment/nor other monetary benefits, nor regulate the management of intellectual property rights very strictly. Most contracts, however, require the material provider to be acknowledged and informed throughout the research life cycle in all publications, reports and any output generated by the research as well as on the use - whether commercial or not commercial- of the material.

In economics, the latter can be interpreted as payment in terms of moral satisfaction. In fact, the moral satisfaction, provided by the acknowledgement worldwide to the contribution to an important scientific endeavor, might be a valuable non-monetary compensation for the access to the material allowed/granted by the provider. Generally we have noticed that the main contractual compensation seems to be non-monetary in many/most cases. However, if the research on the accessed material eventually generates a marketable, valuable product, (provided that the contract efficiently guarantees a continuous sharing of information between parties through reporting and traceability), the contract imposes a renegotiation with the provider of the new contingencies and of the benefit-sharing in an efficient transaction-costs-minimizing way.

List of Abbreviations

ABS	Access and Benefit Sharing
BS	Benefit Sharing
CBD	Convention on Biological Diversity
COP	Conference of the Parties
IPR	Intellectual Property Rights
PIC	Prior Informed Consent
TK	Traditional Knowledge

List of Tables

Introduction and Methodology

Among the MICROB3 objectives, there is the important task of developing model agreements for pre-competitive microbial research materials. Such agreements have to regulate access to and exchange of the material in a way that balances and regulates many (actual and probabilistic) contingencies and eventualities. Access to the material can be a very simple operation, but such operation might generate (probabilistically) tremendous implications: from scientific publications to the discovery of marketable and profitable products based on microbial material. The "ideal" agreement, therefore, has to take into consideration all such implications. At the same time, the "ideal" agreement has to be flexible and cost-effective (since most regulated events, like a new product discovery, are only probabilistic).

In this perspective, the present deliverable surveys and summarizes selected agreements and other legal instruments (already in force or templates) for pre-competitive access to microbial research materials, in order to assess how stakeholders have organized their transactions (mostly access to the material and/or exchange of the material). Our objective is to understand how stakeholders (researchers, policy makers, public institutions, among the others) regulate the access to (and the exchange of) microbial research material in pre-competitive research**.**

We have organized the work in three main steps.

1. **Gathering Information**

   First, we have been **searching for the contracts/gathering information**. We have confronted ourselves with the difficulties in finding the required agreements. This has spurred the working team to drafting a list of potential stakeholders that could provide the required information (agreements templates/models). The selection of such stakeholders was very broad (in term of stakeholders' and research type, spanning from large research consortia to law firms, to international organizations). Given these difficulties we have anticipated the extreme case of getting no positive answer from any stakeholders that would have resulted in the impossibility to gather any model agreements or actual contract to analyze. In that case we had decided that we would have considered such denial as a "research result" and we would have interpreted this result through the lens of a "privacy" policy on the stakeholders' behalf. Only one third of the contacted stakeholders have provided one (or more) agreements. The United Nations World Intellectual Property Organization (UNWIPO) has an *ad hoc* webpage, containing all contracts. For the rest of the material, personal contacts in key institutions have allowed us to gather information and materials.

   Table 1 lists the stakeholders that CIESM staff has been contacting (via e-mail and telephone calls) in the period March-May 2012. (See Table 1 in ANNEX 1 - List of contacted stakeholders)

2. **Analysing Information**

   Once we have gathered a critical mass of agreements (around 44 contracts-distinguished between "in force agreements" (real contracts) and "model

agreements" (templates that only provide a framework to future contracts), and 15 access authorization letters (from the Tara expeditions), we have proceeded with the analysis of the contracts.

The analysis has mostly aimed at a careful reading of each contract, and at a synthetic systematization of the information. The systematization aims at "unify" the analysis for the sake of comparability of the contracts, in order to highlight differences and commonalities of the way stakeholders organize their transactions to regulate the access to (and the exchange of) microbial research material in pre-competitive research.

The gathered contracts are very different and heterogeneous. A scientific systematization of the contracts required the use of statistical and econometric methods, the description of which goes beyond the purposes of the deliverable (See Onofri, 2013). In the present deliverable, the attempt to synthesize and systematize the material is illustrated in theTables that highlight differences and commonalities of each contract (see Annex 2 for the review of single contracts).

In particular, for the existing contracts (see Table 2 in the Annex 1), we have highlighted the juridical nature of the contractual parties, the date of signature of the contract and its duration (in order to check whether the relationship are spot or long-term); the payment vehicle (if any); the inclusion and treatment of monetary and non-monetary benefits.

For the model agreements (see Table 3 in the Annex 1), we have highlighted the juridical nature of the Provider (the contracts are templates, no actual transaction is performed); the payment vehicle (if any); the inclusion and treatment of monetary and non-monetary and other types of information and different provisions/obligations.

Finally, for the Tara Expedition authorization letters, (see Table 4 in Annex 1), we have highlighted the main obligations required by different countries to the Tara (the only Recipient) oceanographic campaign, when entering territorial waters.

The reasons that have inspired the construction of the Tables is twofold: (1) to synthesize very heterogeneous contracts that are very different in the structure and their provisions; (2) to provide a quick visual sketch to the reader that can compare in a solid, robust way different provisions. For the sake of deepening the analysis, the reader can check the single Tables that contain a broader survey of the analyzed contracts (see Annex 2).

3. Integrating and Broadening Gathered Information

The third step of the research aimed at designing (and administering) surveys to targeted stakeholders in order to gather extra information about conservation and exchange practices in reality and contexts that are not regulated by the existing contracts that were analyzes in the first part of the present deliverable. In addition, through targeted questions, we want to elicit the different motivation and stakeholders' profiles in committing in conservation and exchange activities related

to DNA material that are not in cultivable micro-organism. The design, testing and administration of the survey follows the steps described in the next sections.

C.1. Methodological Steps

The methodological steps are the following:

a. Survey Drafting

In order to meet the investigation purposes, the survey includes a broad set of questions that the research group has elaborated within a multidisciplinary community. The questionnaire can be easily summarized and illustrated as follows:

(1) **Questions aiming at eliciting respondent's characteristics and Conservation, Exchange and Organizational Practices.**
Questions 1-20 and 24-28 aim at getting the respondent's identification (general information about and the description of respondent's professional profile and type of "scientific initiative" - in a broad sense, as explained in the introductory glossary), the description of the best practices to conserve and exchange materials (type of material, format, type of exchange, type of contributions, partnership, storing, availability to others and so on) and the funding and organizational features.

(2) **Questions aiming at eliciting respondent's legal organization of the scientific initiative and awareness of/opinion on existing regulation**.
Questions 29-44 aim at understanding the legal framework regulating the scientific initiatives.

(3) **Questions aiming at eliciting the respondent's motivational profile.**
Questions 21a-23 and 45-50 aim at eliciting the profile and the motivation of the respondents with respect to the carrying on of the "scientific initiative" and related activities and organization. This set of questions aims at understanding the profiles of the respondents and to better advice on incentive compatible (linked to objective functions of stakeholders.) policy and contracts.

(SEE THE SURVEY IN ANNEX 3)

b. Focus Groups Testing

The draft is being tested in focus groups of experts and stakeholders, representing a sample of potential respondents to the surveys. The focus groups participants were selected upon geographical, professional and expertise/specialization requirements. The administration will be done by e-mail and will occur in the months of August 2013.

c. Survey Revision

After the suggestions and comments gathered during focus groups the survey will be improved following the comments received from the Focus Groups.

d. Survey Administration

The survey will be administered during the 2013 CIESM Congress in Marseille. The administration will occur through face-to-face interviews in the period of the Congress duration (one week). The face-to-face methodology was selected in order to better illustrate the survey and to assist the respondent in loco.

The final steps will focus on:

(1) the creation of a dataset by inputting the surveys answers in Excel files;

(2) the statistical elaboration of the data (according to the selected research questions, mostly motivational profiles elicitation);

(3) the elaboration of reports and eventually scientific papers.

Preliminary Results

At the time of the drafting of the present deliverable, the survey preparation is still at the focus group step. We can, therefore, highlight some general points from the analysis of the contracts.

Most contracts (about 82%) were provided by the UN World Intellectual Property Organization (WIPO) and the Convention of Biological Diversity (CBD). Most contracts (66%) are model contacts, gathered by the two institutions worldwide and aiming at regulating, in a broad way, access and exchange of material for pre-competitive research and development.

We can highlight the following commonalities:

a. **Juridical Nature/Type of the Contract Parties**

Two parties (the provider and the recipient) negotiate access and use of biological/genetic material in exchange of a variety of legal/economic obligations. The word "provider" has a broad sense and it is used beyond the "provider country" as envisioned under the Convention on Biological Diversity (CBD) and its Nagoya Protocol (NP). Indeed, under CBD, the provider that negotiates the mutually agreed terms of the contract is the national authority in the country of origin. In the selected sample, the providers, that contractually authorize access and transfer the resources, are characterized by different institutional profiles: governmental bodies; national or international research centres; universities; multinationals, cartels of firms, gene banks as described in Table 5.

Table 5: Provider's Institutional Profile: Frequencies

Institutional Profile of the Provider		Freq.
1.	Cartel of firms	1
2.	Governmental Body	12
3.	International Public Institution	1
4.	International Research Centre	1
5.	International Research Organization	1
6.	Local Landlord	1
7.	Multinational Company	1
8.	National Gene Bank	1
9.	National Research Centre	16
10.	Private Company	1
11.	University	8

Only for the 32% of the sample, the provider is a developing country. Most recipients are unknown (since most agreements are model agreements, see Annex 1)

b. **Contracts Duration**

All contracts are long-term contracts (from 3 to 25 years). This implies that parties tend to repeat access and exchange over time.

c. Contracts' Legal Form

The legal "form" of the agreements is very different and "heterogeneous", spanning from very long, articulated contracts to memorandum of understandings (MOU); from short contracts to code of conducts; to authorization letters. This implies different transaction costs, (e.g. the costs of writing, administering, enforcing negotiations) and different legal implications and consequences.

d. **Contracts Objectives/Motivations**

The characteristic of "pre-competitive" agreement is never clearly indicated in the contract, nor there is always a clear definition of the purpose (whether commercial or non commercial of the access/research/contract) of the agreement.

e. Exchanged/Accessed Material

Microbial material (to which access is granted and which is exchanged through the contract) can be grouped into three main categories: (a) biological material; (2) genetic material (3) others. Biological material is the "row" resource, like seeds, plants or marine macro-organisms. Genetic Material is a laboratories "worked out" product, where genetic exploration has occurred. *"Others*" is the remaining category (e.g. sea water and sediments. See Table 6 below).

Table 6: Material Frequencies

Material	Freq.
1. Biological Material	11
2. Genetic Material	31
3. Others	2

f. Contractual Provisions: Payment for the Material, Monetary and Non-Monetary Benefits and Regulation of other Issues

Through regulating the same exchange/relationship, not all contracts prescribe for a payment for the material; nor regulate monetary/non- monetary benefit from the point of access. The contracts also include a variety of obligations, whose description and statistical frequency are contained in Table 7 below. In Column 3 it is highlighted the percentage of agreements that contain the selected obligation. It is worth highlighting that the regulation of access (and exchange) for the microbial material is performed in a very spurious differentiated way by stakeholders.

Table 7: Descriptive Statistics of Selected Provisions

Contract Provision	Description	%
Payment Obligation	obligation to pay for the access/use material	46
Royalties Sharing Obligation	the contract provides for the possibility to share royalties (between Provider and Recipient) in case the scientific exploration of the traded material generates a patentable discovery and such discovery is commercialized and marketed	50
Capacity Strengthening Obligation	the contract provides for the transfer of scientific knowledge, expertise and technology from the recipient to the provider. The capacity strengthening obligation has different implication: it spans from data, research and original results sharing to organizing training courses and teaching activities	**42**
Exclusivity Obligation	the contract is exclusive between provider and recipient and none of the parties can stipulate other (resource access/exchange) contracts with third parties	58
Acknowledgement Obligation	obligation to quote and acknowledge the provider and the material provenance in scientific publications, data collection and work derived from the study of the trades/accessed material	40
Reporting Obligation	obligation to periodically report the provider about the research activities of the recipient	30
Confidentiality Obligation	obligation to use information/data/materials in a confidential way.	22
Traceability Obligation	obligation to track all activities and scientific operations related to the study of the material. In particular, the recipient shall maintain records concerning the handling, storage and physical movement of the samples and provide such records to the provider.	6
Returning the Samples Obligation	obligation to return the material samples, once the contract duration is terminated.	2

Maximize Local Economies Obligation	obligation to undertake all possible activities in order to contribute to the growth of local economies.	10
Biodiversity Preservation Obligation	obligation to undertake all possible activities to conserve biodiversity in the place where the material is taken and zero.	12
Create a Market for the Material and related Products Obligation	obligation to undertake all possible activities to create a market for material and related products (usually agricultural seed).	6
Performance Standards Obligation	obligation to follow qualitative standards set by the provider in the performance of the scientific activity (e.g. the obligation to follow defined protocols and procedure for the sample collection).	4
Commercialization Obligation	A variable that equals 1 if the contract provides for the recipient possibility to commercialize the material/its derivatives.	14

g. Regulation of Intellectual Property Rights

The agreements include a transaction costs-minimizing clause that refers to the stipulation of a separate agreement or to subsequent renegotiation, which will both enable for adaptation and regulation of future events (like discovery, patenting and/or commercialization and so on). The issue is very complex for several reasons. The peculiarity of such agreements is that they are instrumental to generating a set of expected events that have scientific, economic and legal impacts. These events, however, may not occur at all. Given the high level of uncertainty that characterize scientific research, a new drug may never be discovered. This would never lead to commercialization and royalties sharing. Though the access and material exchange is real and actual, the possibility to share royalties is only probabilistic and expected.

h. Contracts Institutional Setting

It is important mentioning that the institutional setting, where the selected agreements negotiations occur, can be characterized by high levels of complexity.

Negotiations often involve teams of experts; are supervised by high level institutions and regulated by the international laws and treaties. Negotiations often involve developing countries and might have impacts on their economies and political equilibrium and stability.

i. Reputational Provisions and Payment as a form of moral Satisfaction.

Finally, it is worth highlighting that many agreements include "reputational" clauses, according to which the provider requires to be formally and publicly acknowledged in scientific publications and presentations. Such provisions appear to be very important to the parties and represent a short-run (in the absence of monetary benefits) form of reward and non-monetary payment. In the case at study, interpreting the analysed contractual sample in a (economic theory) neoclassical framework, may lead to concluding that the (frequent) lack of a payment for the ecosystem service is due to a parties' low valuation of the access/exchange. The recipient is rationally attempting to get the material at the lowest price, given the uncertain outcomes of his/her scientific and R&D activity. The provider might attach a low valuation to the resource *per se*, because "producing" the material implies a cheap technology or for some informational asymmetry. In this case, the use of long-term contracts that rely on repeated exchanges along time does not seem economically rational. A low valuation of the exchange is coherent with, a low/no price, one-shot transaction.

In the selected contracts sample, in fact, parties are long-term committed to access/trade material, in exchange, in certain cases, of monetary (expected) benefits, like sharing the royalties in case of successful commercialization of a new drug; in certain cases of non-monetary benefits, provided by the recipient technological and human capital comparative advantage; in other cases, in exchange of both or none of them. In addition, in most cases a payment for the material *per se* is not even prescribed for. Probably aware of the complexity and uncertainty of the recipient's research activity, the provider requires to be compensated through the recognition of his/her important input to the research venture.

In economics, this can be interpreted as payment in terms of moral satisfaction. At the same time, the recipient may feel spurred to transfer technology and expertise, despite the positive or negative research outcome and the probabilistic sharing of future (expected) royalties. Capacity strengthening interventions are activities that generate moral satisfaction in the spirit of common collaboration for a joint endeavour. In addition, the awareness to participate to a long-term, uncertain and risky, but innovative and creative project, might generate cohesion among the parties, and all that are previously or subsequently involved in the contractual activities and outcomes (see Onofri 2013).

References

1. CBD, (1992) Convention of Biological Diversity Convention Text" from http://biodiv.org/doc/legal/cbd-en.pdf.
2. Dawyndt P, Dedeurwaerdere T. and J. Swings (Ugent), 2006,"Exploring and exploiting microbiological commons: contributions of bioinformatics and intellectual property rights in sharing biological information. Introduction to the special issue on the microbiological commons", *International Social Science Journal* , 2006, vol. 188, pp. 249-258.
3. Dedeurwaerdere T., 2005, "From bioprospecting to reflexive governance", in *Ecological Economics*, vol.53 (4), 2005, pp.473-491.
4. Dedeurwaerdere, T., 2011. *Microbial Commons: Overview of the Governance Considerations - A Framework for Discussion*, in *Designing the Microbial Research Commons: Proceedings of an International Workshop*, ed. by Paul Uhlir, National Research Council of the National Academies, Washington D.C.: The National Academies Press, pp. 169-176.
5. Markandya A. and P.A.L.D. Nunes (2011) "Is the Value of Bioprospecting Contracts to Low?" ", *International Journal of Ecological Economics and Biodiversity,* pp. 83-101.
6. Onofri L. and Ding H. (2011) "An Economic Model for Bioprospecting Contracts", *International Journal of Ecological Economics and Biodiversity,* pp. 47-66.
7. *Onofri L. (2013) "*Material Transfer Agreements: an Economic and Econometrics Analysis*", Ecological Economics, forthcoming.*

ANNEX 1

Table 1: Stakeholders List

In Table 1, Column 1 lists the stakeholders contacted in the above mentioned period. Column 2 describes the type of research and Column 3 the willingness of the contacted institutions to provide the agreement at their disposal or used by them.

Stakeholder	Research	Willingness to provide the Agreements
Metagenomics Research Large Consortia		
TARA	Marine	yes
Malaspina	Marine	No
Red sea metagenome project	Marine	No
Metagenomics of the Deep Mediterranean, a Warm Bathypelagic Habitat	Marine	No

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Stakeholder	**Research**	**Willingness to provide the Agreements**
<u>Metagenomics ResearchVenter</u>		
Venter Spain	Marine	No
Venter Greece	Marine	No
Venter Italy	Marine	No
Venter Australia	Marine	Yes
<u>Research & Development</u> Projects, Firms, Consortia		
Proteus	Marine	No
Matis	extreme environment	No
PharmaMar	Marine	Yes
Bio-liberis	Marine	Yes

Stakeholder	**Research**	**Willingness to provide the Agreements**
<u>International non-genomics Consortia and Projects</u>		
Sesame / Perseus	Marine	
INBIO	Biodiversity	Yes
NCBI	Patents	No
Submariner		No
Marex	Bioprospecting	No
<u>International Institutions and Agencies</u>		
Convention of Biological Diversity		Yes
U. N. World Intellectual Property Organization		Yes

Table 2: Review of Existing Contracts

In Table 2 we have listed and summarized the main existing (in force) contracts, which are stipulated by well identified parties and which are (or have been) in force. We have highlighted the parties, the duration, the main type of obligations (whether the agreements prescribes for monetary/non-monetary benefit sharing and other selected obligations).

Nature of the Parties (Provider & Recipient)	**Date of Signature and Possibility to Renew the Contract**	**Contract Price/ Payment**	**Monetary Benefit Sharing**	**Non Monetary Benefit Sharing**
Governmental/ Public Institutions	2000, 5 years, renewable	Not mentioned	Not mentioned	Sharing research output
Governmental/ Private Companies and public Institutions	Not specified	Trust fund parallel to the contract coming into force	Not mentioned	Training for crop improvement programs
Public institutions/ Private Companies and Universities Research Centers	1998, 5 years not specified	Lump sum to have access to the collection; payment proportional to the collected sample magnitude	Not specified	Not specified

Public institutions/ Private Companies and Universities Research Centers	2000 5 years not specified	Lump sum to have access to the collection; payment proportional to the collected sample magnitude	Not specified	Not specified
Public University/ Private Company	2000 3 years Not specified	Grants, lump sum payments per plant	Fellowships; royalties in event of commercialization	Not specified
Local Landlord/ Public Research Institutions	2000 Harvest period Not specified	Lump sum per seeds	Not specified	Not specified
Public Research Institutions/ International Multinational	Not specified	Not specified	Royalties in case of commercialization	Not specified
Governmental/ Private national company	2000, 10 years renewable	Payment of all costs resulting from the use of the genetic material	Royalties payment (per certified seed)	Not specified
Multinational/ Public research	Not specified	Not specified	Not specified	Not specified

Institutions				
Research Institution/ National Company	1995 7 years Not permitted	Money Transfer	Royalties in case of commercialization	Not permitted
Governmental/ Private national companies	Not specified	Not specified	Not specified	Research and results sharing among all research participants
Governmental/ Private company	2000 25 years Not specified	Creation of a Trust Fund	Royalties in case of commercial production; scholarships, education funding, improvement of public health facilities	Expertise and technology transfers; training courses; research sharing
Academic Research institution/ Multinational	Not specified	Not specified	Royalties, in case of commercialization	Expertise and technology transfers; training courses; research sharing
Research Institutions	1998 10 years Not specified	Not specified	Royalties, in case of commercialization, to be defined through a new agreement	Not specified
Government/ International	2004 Not specified	Not specified	Not specified	Acknowledgements of the Provider in the publications and scientific diffusion

Research Institution	Not specified			
Government/Museum	2008 3 years Mutual Agreement	Not specified	Not specified	Acknowledgements of the Provider in the publications; Research Sharing.
Government/ International Research Institution	2008 Not specified Not specified	Not specified	Not specified	To be shared fairly and equitably in accordance with the CBD and the Bonn Guidelines.

Table 3: Review of Model Agreements

In Table 3 we have listed and summarized the main "model/template contracts, which are "designed" by institutions to be used in case of access/and or exchange and which are not in force yet. Also in this case, we have highlighted the parties, the duration, the main type of obligations (whether the agreements prescribes for monetary/non-monetary benefit sharing and other selected obligations).

Nature of the Provider	**Contract Price/ Payments**	**Monetary Benefit Sharing**	**Non-Monetary Benefit Sharing**	**Main Obligations (property and intellectual property rights allocation, reporting, monitoring..)**
Research Center	Not specified	Not specified	1. Provider has exclusive rights of access to Recipient 's results 2. Sharing of data and results	1. Maintenance of ownership and rights (including IP) by Provider
University	1. Amount for the commercial license	Royalties in case of net sales and new sub-licenses	Not specified	1. Sub-licensing is permitted 2. Recipient obligation to report periodically
Ministry/Governmental	Not specified	Royalties (in case of commercial	Not specified	1. Sub-licensing is permitted 2. Recipient must engage in creating a

		development)		market for the material and related products and certify the effort 3. Maintenance of ownership and rights (including IP) by Provider 4. Reporting obligation to provider
Private Company	Base Amount for the formulation/material	Royalties in case of net sales and new sub-licenses	Not specified	1. Maintenance of ownership and rights (including IP) by Provider 2. Obligation to mutual collaboration 3. Provider commits not to compete with Recipient In the commercial development of the formulation
National Gene Bank	Not specified	Not specified	1. Data sharing 2. Obligation to quote the Provider in scientific publications 2. Obligation for the Recipient to address research to ensure food production and agriculture.	1.. NON Maintenance of ownership and rights (including IP) by Provider 2. All regulation and administrative costs are bore by the Recipient
National Research Center	Recipient pays for the material	Not specified	1.Obligation to quote the Provider in scientific publications	1. Commercial use is allowed only upon written authorization of the Provider. 2. Obligation to negotiate with Provider for Ips to establish the

				terms of a commercial licence.
Government	Annual payment (to be defined on the basis of the recipient business and r activity)	Not specified	1. Knowledge and information transfer 2. Obligation to quote the Provider in scientific publications	2. Definition of performance standards 3. Regulation of animal ethics 4. NON Maintenance of ownership and rights (including IP) by Provider. Possibility to extend IPs t third parties 5. Recipient must report periodically
National Research Center	Monetary Payment for traditional knowledge and material transfer	In case of commercialization, royalties f at least 10% of the net profit that accrue.	1. Knowledge and information transfer 2. Obligation to quote the Provider in scientific publications 3. Recipients' obligation to endeavor in every reasonable and proper way to publicize the results of the research	1. Confidentiality obligation for the Provider 2. NON Maintenance of ownership and rights (including IP) by Provider. Possibility to extend IPs t third parties
Government	Not specified	1. Recipient's	1 Recipient's obligation to use	1. Obligation to annual reporting and

		obligation to use its best endeavor to maximize monetary benefits for the Provider local economy 2. Royalties in case of commercialization	its best endeavor to maximize non monetary benefits for the Provider local economy	confidentiality 2. Obligation to negotiate with Provider for IOs t establish the terms of a commercial license.
Government	1.Monetary Payment t be negotiated 2. Extra payment in case of involvement of a third research organization	1. Royalties in case of commercialization	1.Knowledge, technology and information transfer 2. Recipient's obligation to mention the contract in scientific publications, licenses and patents arising from the collaboration, after having got the permission from Provider	1. Collaboration and cooperation Obligation 2. Confidentiality Obligation
National Research Center	Not specified	Not specified	1. Recipient's obligation to mention the contract in scientific publications, and oral presentations 2. Recipient must provide screening results on the research material to the provider	1. Confidentiality Obligation 2. Maintenance of ownership and rights (including IP) by Provider 3. Commercialization not allowed (only research purposes) by the contract, and requires renegotiation. 4. Research exchange with third parties must be communicated to

				and approved by the Provider 5. Recipient reporting obligation
National Research Center	Not specified	1. The Recipient is encouraged to share benefits arising from commercialization	1. The Recipient is encouraged to share benefits accruing from the use of the material, though exchange of information, access and transfer of technology, capacity building and sharing 2. The Provider is encouraged to facilitate the sharing of benefits in national and regional programs in developing countries and economies in transition	1. Maintenance of ownership and rights (including IP) by Provider 2. Recipient disclosure obligation 3. Recipient reporting obligation
National Research Center	Not specified	Not specified	1. Recipient's obligation to mention the contract in scientific publications, and oral presentations 2. In case of any invention involving completely new data, information and know-how (w.r.t the	1. Material only usable for a well specified research project. 2. Commercial use is not allowed 3. Maintenance of ownership and rights (including IP) by Provider 4. The Recipient must bear all the risks and related costs.

			Material), and patents application of such inventions the Recipient must require the Provider's written consent.	
Cartel of firms	Not specified	1. Obligation of sharing benefits from the use if the transferred materials (formulated in this broad way)	1. Obligation of sharing benefits from the use if the transferred materials (formulated in this broad way)	1. Recipient has a traceability obligation (maintenance of record concerning handling, storage and physical movements of the samples and provide such records to the Provider. 2. Obligation to return the samples to the Provider 3. Rights are not assignable to third parties without a prior consent. 4. The recipient can apply for grant of patents only for new inventions developed from the use of the material
International Research Organization	Not specified	Not specified	1. Data Sharing	1. Recipient has no right t obtain IPs on the material and related information. 2. The Recipient agrees not to claim ownership over the material

				3. The Recipient may reproduce the material and distribute to third parties, who will respect the contract provisions.
University	Not specified	1.Non refundable amount for license royalty fee 2. % Royalties sharing from the sales of commercialized product	Not specified	1. Recipient must use diligent efforts to introduce the produce in the market as soon as practicable 2. Recipient reporting obligation 3. Traceability obligation for licensed products 4. Recipient cannot distribute the material to third parties
Governmental Body		In case of patent/license, royalties are shared	Not specified	1. Research is performed under Providers direction 2. Genetic material cannot be sold by the Recipient 3. In the event of patent/license, the Reciepient acknowledges that the Provider has developed the inbred line
National Research Institute	Not specified	Royalties on the gross sales value of the commercialized product derived from the material	1. Data and scientific results sharing 2. Scientific results cannot be published without citing the source and giving	1. Exclusivity obligation (recipient agrees that the material is not released t third parties, unless Provider's written consent) 2. Non profit purposes

		(in case of commercialization)	credit to the Provider as the creator of the material.	3. Recipient shall not obtain any ownership right in the material, unless prior written permission from the Provider Recipient' s obligation to report annually
University	Fee for the material	Not specified	1. Appropriate acknowledgement of the source of the material in all publications 2. In case of an invention, contract renegotiation, and technlogy transfer from the Recipient to the Provider	1. Recipient confidentiality obligation 2. Material cannot be transferred or made available to third parties, unless the provider agrees with that. 3. Commercial use of the material modification is allowed, including filing for patents, upon Provider communication and written permission
University	Not specified	Not specified	Not specified	1. Material cannot be transferred or made available to third parties, unless the Provider (who is not the owner, but a user) agrees with that. 2. Commercialization implies contract renegotiation 3. Recipient must return the material upon termination of the contract

International Research Center	Fee is a reimbursement of the Provider preparation and distribution costs	Not specified	Not specified	1. The Recipient must use the Material only for teaching and scientific research. 2. Maintenance of ownership and rights (including IP) by Provider 3. Modifications for commercialization must be approved by the Provider in a written document 4. The Recipient can commercialize any invention derived from the study of the material, but must notify the Provider
Not Specified (Samples Exchange Agreement)	Not specified	Not specified	1. Obligation to jointly publish the research results and to acknowledge the source of the material in all publications	2. All material used is property of the Provider 3. Parties' Collaboration obligation 4. Country of Provider exclusively retain IPs related to the material used and its derivatives
Not Specified (Material Transfer Agreement)	Not specified	Not specified	1. Any publication issuing from the study of the sample component of the genetic material shall explicitly acknowledge the source of the material and recognize the Provider.	1. No sample component of genetic heritage shall be released by Recipient without the stipulation of a new agreement 2. In the event of a discovery of any potential commercial use for a product or process that derives

			2. Both Parties shall disseminate the research results as extensively as possible 3. Research results shall be published jointly by Provider and Recipient	from the provided material, the Recipient shall notify the Provider and a new contract shall be executed 3. Any remaining part of the sample shall be returned r destroyed upon complexion of analysis.
Not specified (Collaborative Project)	Optional transmitted fee solely to reimburse the Provider for preparation and distribution costs	Not specified	1. Obligation to jointly publish the research results and to acknowledge the source of the material in all publications	1. Management and responsibilities for the developments of the project shall be shared by both parties. 2. Provider retains all intellectual property rights related to the material and its derivatives 3. No licenses or other rights are provided to the Recipient under any patents, patent application, trade secrets r other proprietary rights of the Provider, including any altered form of the material 4. If the Recipient wants to use the material for commercial purposes, a commercial license is negotiated in good faith with the Provider. 5. If the Recipient wants to file for a patent claiming inventions made through the use of the material, he

				has to notify the Provider. 6. The Recipient assumes all liability for damages that may arise from the material use, storage and disposal.
National Research Center	Fee to reimburse the PROVIDER for its preparation and distribution costs	Not specified	The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.	The MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
University	Fee to reimburse the PROVIDER for its preparation and distribution costs	Not specified	Not specified	1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. 2. Without written consent from the PROVIDER, the RECIPIENT NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. 3. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming

				MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.
National Research Center			RECIPIENT agrees to acknowledge the COLLECTION as the source of the MATERIAL in any and all publications that reference the MATERIAL.	1. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL 2. RECIPIENT may use the MATERIAL in any lawful manner for non-commercial purposes. 3. If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE (S), it is the responsibility of the RECIPIENT, in advance of such use, to negotiate in good faith the terms of any benefit sharing with the appropriate authority in the country of origin of the MATERIAL, as indicated by the COLLECTION's documentation.

Table 4: Review of the Tara Oceans Expedition Documents to Access National Sovereigh Waters for Research /Oceanographic Campaign

Finally, Table 4 contains the main obligations required by different countries to the Tara oceanographic campaign, when entering territorial waters.

	Countries
Selected Obligations	1. **Portugal**: Data sharing; Obligation to communicate the ship geographic localization; and daily activities 2. **Morocco:** Data diffusion must be authorized by the national authorities; obligation to inform about research results. Limited time-span allowed 3. **Spain** Data sharing; Obligation to communicate the ship localization; and daily activities, Data diffusion must be authorized by the national authorities; obligation to inform about research results. Limited time-span allowed. 4. **Italy:** .Limited time-span allowed; Requirement to present application documentation on digital support , delegation of the control and management activities to a private company. Obligation to communicate the ship localization; and daily activities, Sharing of data and results 5. **Croatia:** obligation to respect the border procedures. Obligation to board a Croatian scientific staff. Obligation to daily report of activities and geographic localization. Limited time-span allowed 6. **Greece:** Limited time-span allowed. Obligation to transmit data and research results. Obligation to report in case of the discovery of archaeological relics and pieces. 7. **Cyprus:** Findings must be made available. Requirement of a written confirmation of the Tara research vessel to comply with the Cyprus regulation. Limited time-span allowed. **8. Maldives:** • The research permit- holder shall provide Ministry of Fisheries, Agriculture and Marine Research Center with copies of all information/ data collected from the research and any reports made there of including any video materials made. • The research permit holder shall provide messing and accomdation to a staff from the Ministry of

	Fisheries end Agriculture and Maldives National Defence Force — Coast Guard • The research permit holder shall not use the results, specimens or samples obtained from this research project for any commercial/purpose • The research permit holder shall carry out the research without any interference or disturbance to tourists and fishermen In the particular area. • The research permit holder shall not expect any of the samples obtained as part of the research without prior written permission from the Ministry of Fisheries and Agriculture • It shall be the responsibility of the research permit holder to obtain all other required consents from the relevant government authorities including entry an exist to the Maldives. • The Permission is given subject to the Regulation for Marine Scientific Research in the Maritime Zones of the Republic of Maldives. Violation or breach of the Regulation for Marine Scientific Research n the Maritime Zones of the Republic of Maldives and/or this Permission will result in automatic revocation of this Permission 9. **South Africa:** Limited time-span allowed. Obligation to deliver a digital copy of cruise report; a digital copy of research data to the Department of Agriculture, Forestry and Fisheries, six months after the end of the cruise. Obligation to precede 500m far from the shore at any time, except when entering port. Permit can be revoked by notice in writing. **10. Brasil: Memorandum of Understanding with Oceanographic Institute of the University of San Paolo.** Limited time-span allowed. Obligation to board members f the staff of the Oceangraphic Institute in Sao Paulo (University has taken care of the administrative/authorization procedures). Obligation for Tara to create a Bio-Bank that gathers and share data with the Oceanographic institutes and the researchers that participate to the oceanographic campaign. Obligation to make findings available. **11. Argentina:** Limited time-span allowed. Obligation to board a national scientist. Obligation to proceed 500m far from the shore at any time, except when entering port. Obligation to share data and research results. 12. **Chile:** Obligation to board a national scientist. Obligation to share data and research results. Obligation to coordinate activities with the Coast Guard. Obligation to communicate daily the ship geographic localization.

	13. **French Polynesia:** Obligation to communicate daily the ship geographic localization. Obligation to report the sampling protocols for control. Obligation to sample only non-protected species. Obligation to stipulate an insurance against damages. Obligation to report activities. Obligation not to share samples with third parties. Obligation to mention French Polynesia in the scientific publications and the French Polynesia origin of the samples. Limited time-span allowed 14. **United States of America:** Limited time-span allowed. Obligation to strictly attain to the scientific purposes of the cruise and not to damage nor deploy fishing gears, and U.S: scientific devices (e.g. zooplankton sampling nets and so on). .

Annex 2: Agreements Summary Tables

1. Access and Benefit-Sharing Agreement between the Lebanese Agricultural Research Institute, Tal Amara, Rayak, Lebanon and The Board of Trustees of the Royal Botanic Gardens, Kew, Richmond, Surrey, TW9 3AE United Kingdom		
Parties	***Provider***	Lebanese Government and Research institution
	Recipient	UK Research Institution
Purpose		Research and Education
Objectives		(1) creation of a well-documented seed collection (2) creation of conservation, training, research, education programs
Type of Genetic Resource		Plant Genetic Resources (seeds and associated herbarium specimen)
Ex Situ Conditions		
In Situ Conditions		X
Permitted Uses under the Contract		Store the seeds and herbarium specimens at LARI, with duplicate seeds and herbarium specimens to be accessioned into the collections at RBG Kew for safe-keeping and long-term conservation; Conduct taxonomic research upon the herbarium specimens, their progeny and/or derivatives; Conduct seed viability tests upon the seed, its progeny or derivatives to determine its longevity and for conservation purposes
Permitted Uses Under TK		Not Applicable

Date	July 2000
Duration	5 years
Renegotiation	5 years, upon written mutual consent
Contract Price/Payment	Not mentioned
Intellectual Property **Rights**	(1) Commercialization of genetic resources transferred under the agreement is forbidden and subject to a separate agreement (2) No possibility to transfer any obligations and rights outside t a Third Party, without the prior written consent of the other. Third party signs a material supply agreement that forbids, inter alia, any commercial use or exploitation of the genetic material at issue
Applicable Laws and Regulation	CBD; CITES; relevant international/national/regional/national/sub-national laws concerning biodiversity
Dispute Resolution	Solved by good-faith negotiation
PIC implementation	PIC of any competent national and local authorities and of any competent appropriate stakeholder to enable the Recipient to access the material.
Non Monetary	Provision ensuring the sharing of research output un a broad sense [1]

[1] Benefits arising from the collection, study or conservation of Material transferred under this Agreement may include the following: (1) Accession of a representative, viable portion of the Material into the collections at the Seed Bank; (2) Processing and viability testing of Material, its progeny or derivatives; (3) Taxonomic identification of Material, its progeny or derivatives; (4) Acknowledgement of LARI as the source of Material in research publications; (5) Joint authorship of publications, as appropriate; (6) Ensuring that the parties provide each other with copies of the results of all such scientific study, research and publications; (7) Informing

Benefit Sharing	
Monetary Benefit Sharing	Not mentioned
Model Contract/Provisions	Previous Contracts of Botanic Gardens, Kew, modified upon specific contingencies

2. Access Regulation to Plant Genetic Resources of the Pathumthani Rice Research Centre of Thailand		
Parties	***Provider***	Government Agencies, Farmers' Organizations (no details)
	Recipient	Research Institutions (no details)
Purpose		Educational Application
Objectives		To provide information about the recipients and their purpose of using the plant genetic resources, and to follow the national law.
Type of Genetic Resource		Plant Genetic Resources of the Pathumthani Rice

each other of any relevant opportunities for training and/or study by appropriate staff personnel at LARI or Kew; (8) Encourage appropriate staff personnel at LARI or Kew take up any such opportunity for training and/or study

Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	Research and Education
Permitted Uses Under TK	Not specified
Date	Not specified
Duration	Not specified
Renegotiation	Not specified
Contract Price/Payment	Creation of a Plant Variety Protection trust fund parallel to the contract coming into force
Intellectual Property Rights	As protected by the Geographical Indication Act and Plant Variety Protection Act
Applicable Laws and Regulation	National laws and regulations in provider country, Plant Variety Act (199)
Dispute Resolution	National Jurisdiction

PIC implementation	Not mentioned
Non Monetary Benefit Sharing	IP related training, crop improvement programs
Monetary Benefit Sharing	Not Specified
Model Contract/Provisions	Not specified

3. Agreement 1 between Montreal Botanical Garden and Private Companies		
Parties	***Provider***	Montreal Botanical Garden,
	Recipient	Private companies and Universities and Research Centers
Purpose		Commercial or Industrial Application
Objectives		Identification of pharmacological issues (for private companies) ; genetic, taxonomic and biochemical research activities (universities)
Type of Genetic Resource		Plant Genetic Resources; Uncharacterized Genetic Material transferred inadvertently (for example, microbes or parasites present in samples of plant material)

Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	Not specified
Permitted Uses Under TK	Traditional Knowledge and Know-How associated to the use of the genetic resources at issue
Date	1998
Duration	5 years
Renegotiation	Not specified
Contract Price/Payment	lump sum payments to have access to the collections, and payments according to the number, or the quantity, of collected samples.
Intellectual Property Rights	Not mentioned
Applicable Laws and Regulation	CITES
Dispute Resolution	Confidential

PIC	Not mentioned
Non Monetary Benefit Sharing	Not Specified
Monetary Benefit Sharing	Not Specified
Model Contract/Provisions	Not specified

4. Agreement 2 between Montreal Botanical Garden and Private Companies		
Parties	***Provider***	Montreal Botanical Garden,
	Recipient	Private companies and Universities and Research Centers
Purpose		Commercial or Industrial Application
Objectives		Identification of pharmacological issues (for private companies) ; genetic, taxonomic and biochemical research activities (universities)
Type of Genetic Resource		Plant Genetic Resources; Uncharacterized Genetic Material transferred inadvertently (for example, microbes or parasites present in samples of plant material)

Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	Not specified
Permitted Uses Under TK	Traditional Knowledge and Know-How associated to the use of the genetic resources at issue
Date	2000
Duration	5 years
Renegotiation	Not specified
Contract Price/Payment	lump sum payments to have access to the collections, and payments according to the number, or the quantity, of collected samples.
Intellectual Property Rights	Not mentioned
Applicable Laws and Regulation	CITES
Dispute Resolution	Confidential

PIC	Not mentioned
Non Monetary Benefit Sharing	Not Specified
Monetary Benefit Sharing	Not Specified
Model Contract/Provisions	Not specified

5. Agreement for the Testing of Plant Extracts between the Company and the University (Sri Lanka**)**		
Parties	***Provider***	University
	Recipient	Company
Purpose		Commercial or Industrial Application in Agribusiness
Objectives		Plant extracts shall be tested by the University for possible use in the field of agribusiness (crop protection and animal health). If the results of preliminary biological tests are promising, the Company will carry out further investigations such as isolation, structure elucidation and biologically testing of the biologically active compounds.
Type of Genetic		Plant Genetic Resources

Resource	(The University shall provide exclusively to the Company 120 plant extracts (2 g per extract)
Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	The University shall provide exclusively to the Company 120 plant extracts (2 g per extract) per year for testing in the field of agribusiness (crop protection and animal health Plant extracts shall be tested for possible use in the field of agribusiness (crop protection and animal health). If the results of preliminary biological tests are promising, the Company will carry out further investigations such as isolation, structure elucidation and biologically testing of the biologically active compounds.
Permitted Uses Under TK	Not specified
Date	2000
Duration	3 years
Renegotiation	Not specified
Contract Price/Payment	The Company agrees to grant the University in connection with the Project a fellowship for the period of 3 (three) years from January 1, 2000, until December 31, 2002. The amount of such fellowship covering salary and consumables shall be US Dollars 15'000 (fifteen thousand) for each calendar year to be paid by in advance in January of each year. If the results are considered as promising by the Company, the University will at the request of the Company collect 3 kg of plant material and send 20 g of plant extracts of the "Selected Plant" against a compensation of US Dollars 400 (four hundred) for one plant. The Company will carry out further investigations on Selected Plants. Further investigations means isolation, structure elucidation and biologically testing of the biologically active compounds.

	Extracts/Plants that are either inactive or uninteresting for the Company, shall, upon the Company's declaration thereof, be at the department's free disposal and shall then no longer be covered by this Agreement.
Intellectual Property Rights	(a) Should a patentable invention result from the Company's or the University's testing and analytical activity, the Company is free to apply for patents with regard to such invention in its name and at its expense as it wishes. Any such patents will be filed by the Company indicating the name(s) of the University, its collaborator(s) and the representative(s) of the company, as the case may be, as inventor(s). To this end, the University agrees to execute such documents and signatures as may legally be required. (b) If and as soon as the Company expresses interest in commercialising chemical products on the basis of the natural constituent(s), the University shall grant to the Company, an exclusive and world-wide right to manufacture, formulate, use and sell products on the basis of the natural constituent(s), isolated from "Selected Plants". (c)If the Company or any of its Recipients do not take up the manufacture of chemical products on the basis of the natural constituent(s) selected within the Project within 10 (ten) years after execution of the grant, the exclusive right of commercialisation as defined in clause 7 shall lapse and the respective industrial property rights applied for in the name of the Company will be offered for assignment to the University free of charge.
Applicable Laws and Regulation	Laws of the home country of the Company, CBD
Dispute Resolution	Settled under the Rules of Conciliation and Arbitration of the home city of the Company.
PIC	No government body has played a role. Guidelines being followed to obtain PIC.
Non Monetary Benefit Sharing	Not Specified
Monetary Benefit Sharing	(a) In return for a fellowship and, in the event of commercialisation, the payment of royalties, the University agrees to carry out a research project with the Company dealing with the selection of 120 plant extracts (2 g per extract) per year, with a view to their possible future utilisation in agribusiness (crop protection and animal health). The

	University is responsible for acquiring all proper licenses and paperwork to allow the legal transfer of the material to the Company. (b) In consideration for the right to commercialise the Company shall pay the University the following compensation: A running royalty which shall be no more than 1% of the net sales value of chemical products manufactured by the Company on the basis of natural constituent(s) selected within the Project. The royalty rate will be agreed between the parties in consideration of the situation of the market and development costs of said chemical products provided, however, that the total amount of royalties to be paid by the Company will in no case exceed US Dollars 100'000 per year for each single compound during 10 (ten) years after commercialisation and that royalty payments will be limited to such period of time.
Model Contract/Provisions	Original contract offered by the company was modified on representations being made by the University to include a greater involvement of University scientists in research activities

6. Contract for the Production of Hybrid Sorgum Seeds between INSORMIL, WINROCK and INRAN, represented by the Ministry of Rural Development, National Institute of Agronomic Research, Niger and Mr Abdou Garba, Producer, 2000		
Parties	***Provider***	Local Landlord
	Recipient	Research institutions
Purpose		Research and Education
Objectives		The production of hybrid sorgum seeds from parent seeds on the agreed land, in accordance with techniques provided by INRAN.
Type of Genetic		Plant Genetic Resources: sorgum seeds.

Resource	
Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	Research or teaching only: transfer of technologies and seed production.
Permitted Uses Under TK	Not mentioned
Date	2000
Duration	2000 harvest period
Renegotiation	Not specified
Contract Price/Payment	350 F CFA/Kg for produced seeds
Intellectual Property Rights	Outside the scope of the contract
Applicable Laws and Regulation	National contract and administrative law

Dispute Resolution		National jurisdiction; arbitrage
PIC		
Non Monetary Benefit Sharing		Not specified
Monetary Benefit Sharing		Not specified
Model Contract/Provisions		Not specified
7. Experimental Licensing Contract between the All-Russian Scientific Research Institute for Selections of Fruit Cultures (Licensor) and the Foreign Fruit Selection Organization, France (Recipient)		
Parties	***Provider***	All-Russian Scientific Research Institute for Selections of Fruit Cultures
	Recipient	Foreign Fruit Selection Organization (France).
Purpose		Research
Objectives		Concession of Exclusive right to cultivate in the European Union only, and only for experimental purposes, agreed varieties supplied by the Licensor in the form of seeds, plants or cuttings.
Type of Genetic Resource		Plant Genetic Resources: Fruit varieties.
Ex Situ Conditions		X

In Situ Conditions	
Permitted Uses under the Contract	Cultivation of agreed varieties for experimental (scientific) purposes.
Permitted Uses Under TK	Not mentioned
Date	Not specified
Duration	Not specified
Renegotiation	Not specified
Contract Price/Payment	Not specified
Intellectual Property Rights	(a) If commercial breeding is planned, the Recipient informs the Provider and an additional contract for use is concluded. (b) The Recipient shall not publish or under any circumstances disclose any results relating to experiments with contract-related material without the prior consent of the Provider. In any case, such publication shall be scientific or technical and shall not violate the rights of the Provider to title or property.The Recipient must not reproduce plants without a special license from the Provider
Applicable Laws and Regulation	National laws and regulations in provider country: Guidelines for the dissemination of intellectual property in agreements for the conduct of scientific research, experimental design and technological tasks, and in agreements on joint scientific and technical activities, concluded between Russian and Foreign Organizations (Approved by

	Decree No.137 of the Ministry of Sciences of the Russian Federation of December 1, 1997).
Dispute Resolution	The parties shall endeavor to resolve disputes by peaceful means. The International Chamber of Commerce shall have exclusive jurisdiction in judicial matters and the English version (of the contract) shall prevail.
PIC	
Non Monetary Benefit Sharing	Not specified
Monetary Benefit Sharing	Not specified
Model Contract/Provisions	Not specified

8. Germplasm License Agreement for "Line Ten" between Her Majesty the Queen in Right of Canada (Licensor) and Company Canada Inc.		
Parties	***Provider***	Governermental (Queen in right of Canada) as represented by the Minister of Agriculture and Agri-Food
	Recipient	Grain company in Canada The Company is a grain company in Canada; its actual identity is confidential.
Purpose		Commercial

Objectives	Provide the Company with a parent for their breeding program which will create better quality, higher yielding varieties for sale to producers
Type of Genetic Resource	Plant Genetic Resources; the high oil line of Brassica napus known as "Line Ten".
Ex Situ Conditions	X
In Situ Conditions	
Permitted Uses under the Contract	Line Ten is going to be used as a parent in a Company breeding program to develop new hybrid lines, and new open pollinated lines, which may become varieties sold to farmers. No other permitted use or applications.
Permitted Uses Under TK	Not mentioned
Date	2000
Duration	Ten years
Renegotiation	Additional 5 more years, upon Canada's will.
Contract Price/Payment	The Recipient pays all costs of securing Plants Breeder Rights (PBR) for any variety resulting from the use of Line Ten.
Intellectual Property	(a) The RECIPIENT agrees that Line Ten, its creation, discovery, development and every matter relating thereto, forming part thereof and arising therefore are vested in and are the sole property of CANADA.

Rights	(b) Ownership and all rights to, related to, connected with or arising out of the foregoing, including but without limiting the generality of the foregoing, patent rights and copyright in and the right to produce and publish or cause to be produced and published all information material and documents, and the right pursuant to the Plant Breeders' Right Act to issue a license, are vested in and are the sole property of CANADA. (4) CANADA is the sole owner of Line Ten and has the right pursuant to the Plant Breeders' Right Act to issue a license. The RECIPIENT shall have no rights in and to the foregoing except as may be expressly granted hereunder and the RECIPIENT shall not apply for any patent or other right and shall not divulge or disclose, without the prior written consent of CANADA, any information, material or documents concerning same or make available in any way or use Line Ten except as expressly provided in this LICENCE AGREEMENT, mainly to use the Line Ten in a breeding program of the RECIPIENT to produce a VARIETY OR VARIETIES for the use of the RECIPIENT.
Applicable Laws and Regulation	First applicable Federal laws, and secondly by the laws of the Province of Saskatchewan.
Dispute Resolution	Arbitration Tribunal chosen by both parties
PIC	Not Mentioned
Non Monetary Benefit Sharing	Not Mentioned
Monetary Benefit Sharing	The RECIPIENT pays to CANADA a royalty of 3.5 cents per pound of certified seed resulting from the use of the Line Ten in the RECIPIENT breeding program, sold by the RECIPIENT for domestic sales and sold for export sales . The royalty shall be paid by the RECIPIENT to CANADA by August 1 of each calendar year.Another way of looking at the royalty is 2.5% of retail price of the certified seed sold by the company for an exclusive license to the line (parent).
Model	Model Contracts/Clauses: AAFC uses templates for licenses.

Contract/Provisions	

9. International Rice Genome Sequencing Project. Member Institution Registration Agreement between Genoscope ("Principal Investigator") and Pharmacia Corporation (Extract of contract provided)		
Parties	***Provider***	Pharmacia (founder of Monsanto)
	Recipient	Genoscope (French sequencer of the International Consortium).
Purpose		Scientific
Objectives		Monsanta has decoded 40% of the 430 million pairs of bases of the rice genome. It has instigated the legal organization of access to the data thus obtained. The terms of this contract vary according to whether the person who wishes to access the data is part of the International Rice Genome Sequencing Project (IRGSP). In this context, the contract in question binds Pharmacia (founder of Monsanto and "owner" of the data)
Type of Genetic Resource		Data from rice genome sequencing.
Ex Situ Conditions		X
In Situ Conditions		
Permitted Uses under the Contract		Free access through Genoscope to the data from Pharmacia's rice genome sequencing. Obligation of Genoscope not to disclose the data to third parties. Obligation of Genoscope to make the data public only after they have been verified and are complete. Obligation of Genoscope to publish only by indicating that the result is the outcome of

	joint work between Pharmacia and Genoscope.
Permitted Uses Under TK	Not specified
Date	Not specified
Duration	Not specified
Renegotiation	Not specified
Contract Price/Payment	Not specified
Intellectual Property **Rights**	Data are the confidential property of Pharmacia Pharmacia agrees that the Principal Investigator may publish on the IRGSP web site, on other public databases, in widely circulated publications, or present in an open public forum, the results of the research, including information obtained from a search of the MONSANTO RGS Data. Member Institution (Genoscope) agrees that any publication resulting from this research will be published in such a way that the MONSANTO RGS Data is not published alone but only published combined with other IRGSP data. Moreover, Member Institution agrees that any publication shall be part of an intact BAC or PAC insert according to the current IRGSP guidelines (http://demeter.bio.bnl.gov/Guidelines.html) and shall meet sequencing quality, accuracy and finishing standards therein. In the case of written publications, Member Institution shall provide one copy to the Pharmacia Representative as soon as such publication is available. Publications resulting from this program shall contain an appropriate acknowledgement of the use of the MONSANTO RGS Data. In the case of publication of the IRGSP web site, acknowledgement will be displayed on the web page. Pharmacia hereby grants to Member Institution a non-exclusive license to access the MONSANTO RGS Data for non-commercial research purposes only. Access shall be solely for non-commercial, publicly funded research which is not supported directly or indirectly by commercial organizations.

	By accessing the MONSANTO RGS Data, Member Institution agrees that any inventions, discoveries, or other intellectual property discovered, conceived, or reduced to practice by the Principal Investigator or Project Participants and resulting from the use of the Monsanto RGS Data shall be subject to the terms of the contract. Ownership of any patents, copyrights, processes, inventions and other proprietary intellectual property of any nature conceived or reduced to practice in performance of the research by the Principal Investigator or Project Participants under this Agreement shall vest in the Member Institution. Except as provided for in this Agreement, the Member Institution shall have the right to use it for any commercial purposes. Member Institution is under no obligation to file for intellectual property protection. However, in cases for which such protection is applied, Member Institution agrees to the following: (a) Upon the filing for patent protection in any country, Member Institution shall promptly notify Pharmacia and provide information relating to the patent filing, including a summary of the invention, filing date and serial number, to the Pharmacia Representative no later than Member Institution provides such information to any other parties. Pharmacia will hold the information provided under this Article 4.3 (a) in confidence for a period of 5 years, or until made public by publication, whichever is sooner. Member Institution shall promptly notify Pharmacia all patent filing which are conceived or reduced to practice within two (2) years from the access of the Monsanto RGS Data contained in such patent filing. (b) Member Institution shall be responsible at its sole discretion and expense for making applications for any patents resulting from the research performed under this Agreement.
Applicable Laws and Regulation	Not specified
Dispute Resolution	Not specified
PIC	Not specified
Non Monetary	Not specified

Benefit Sharing	
Monetary Benefit Sharing	Not specified
Model Contract/Provisions	Not specified

10. Know How Licencing Agreement between The Tropical Botanic Garden and Research Institute, Kerala, India (TBGRI) and The Arya Vaidya Pharmacy (Coimbatore) Ltd, Coimbatore, India (the PARTY), dated November 10th, 1995		
Parties	***Provider***	Tropical Botanic Garden & Research Institute (TBGRI)
	Recipient	Arya Vaidya Pharmacy (Coimbatore) Ltd., a COMPANY
Purpose		Training, Know-How Transfer
Objectives		A Know How Licencing Agreement relating to know how developed and owned by TBGRI to manufacture herbal formulations based on "Arogyapacha" and other herbal drugs (Jeevani) and .consisting of specifications of product, process details, quality control procedures and user manuals.
Type of Genetic Resource		Arogyapacha" and other herbal drugs (Jeevani).
Ex Situ Conditions		X
In Situ Conditions		X

Permitted Uses under the Contract	Licence for the utilization of KNOWHOW on an exclusive basis, KNOWHOW is effectively utilized within 4 years from the date of transfer.
Permitted Uses Under TK	PARTY the licence to utilise the KNOWHOW to make and sell the PRODUCT directly or through any marketing agency authorised by The Arya Vaidya Pharmacy (Coimbatore) Ltd.
Date	1995
Duration	7 years
Renegotiation	Not permitted
Contract Price/Payment	Rs. 5 Lakhs on signing of the agreement, and Rs. 5 Lakhs on the day of transfer of KNOWHOW by TBGRI
Intellectual Property Rights	1 The PARTY shall affix in a conspicuous manner upon every PRODUCT and a label or plate bearing the inscription "TBGRI KNOWHOW" in letters of size not less than half the nominal size of the largest size of letter ------ ---- name of the party or its brand name or trademark for the PRODUCT. The PARTY shall not sell [PRODUCT and/or any box or Package containing the PRODUCT] without such label or plate being affixed thereon. Similarly every advertisement, boarding, technical literature, publicity and the like material in respect of or relative to the PRODUCT issued by the PARTY shall include the same inscription as aforesaid in a prominent manner.
Applicable Laws and Regulation	Not specified
Dispute Resolution	Arbitration
PIC	Not mentioned

Non Monetary Benefit Sharing	Not specified
Monetary Benefit Sharing	Royalty at the rate of 2% of the ex-factory sale price of the PRODUCT made by the PARTY for a period of 10 years, computed from the date of commercial production.
Model Contract/Provisions	Not specified

11. Material Transfer Agreement (MTA) Germplasm and Unregistered Lines between the Department of Agriculture and Agri-Foods, Canada (AAFC) and several public breeding institutions		
Parties	***Provider***	Government of Canada (Department of Agriculture and Agri-foods)
	Recipient	Public breeding institutions
Purpose		Research, Traditional Knowledge Transfer
Objectives		Development, using only traditional breeding methods.
Type of Genetic Resource		Plant Genetic Resources.
Ex Situ Conditions		X
In Situ Conditions		X

Permitted Uses under the Contract	The Recipient shall own the progeny or germplasm which are not essentially derived from the *Material*. The *Recipient* agrees that it: (a) has no proprietary rights to the *Material*;(b) shall not claim ownership over the *Material*; (c) shall not sell, or offer, keep, expose, transmit, send convey or deliver for sale or agree to exchange or to dispose of to any person in any manner for consideration; and (d) shall not seek intellectual property rights over the *Material* or related information which could act to the detriment of the continuing availability of the *Material* for agricultural research and breeding purposes
Permitted Uses Under TK	Not mentioned
Date	Not mentioned
Duration	Not mentioned
Renegotiation	Not mentioned
Contract Price/Payment	No Payment
Intellectual Property Rights	Two types of IP: (a) The actual Material transferred. If a party wishes to license, it may exercise an option. Depending on the value of the IP, the licensee may wish to obtain Plant Breeders Rights; (b) If the Material used is a parental material, AAFC holds no claim on the progeny.
Applicable Laws and Regulation	Not mentioned
Dispute Resolution	Not mentioned
PIC	Not mentioned

Non Monetary Benefit Sharing	Benefit-Sharing: Germplasm is shared among breeding institutions and is often subject to ethical agreements, which are common amongst breeders and institutions. http://wheat.pw.usda.gov/ggpages/oatnewsletter/SAQN/1998/Ethics%20Code.htmhttp://www.ksu.edu/kscpt/ncccc/ww-ethics.htm
Monetary Benefit Sharing	Not applicable
Model Contract/Provisions	Model Contracts/Clauses: Modeled after the MTA used by the Consultative Group for International Agricultural Research (CGIAR) resulting from its 1994 agreement with FAO.

12. Model Project on "Genetic Modification of hyaluronidase inhibitor glycoprotein (WSG) in the roots of Withania Somnifera (Hania plant) for Anti Venom Treatment" between Astra Zeneca, National Institute of Health and Local Government, Karimabad, Pakistan		
Parties	***Provider***	National Institute of Health (NIH), Islamabad Local Government, and Karimabad (Hunza Valley, Pakistan)
	Recipient	Astra Zeneca (Medicine Company), UK
Purpose		R&D, Commercial and Industrial Applications

Objectives	(1)Development of medicine for anti-venom treatment of snake bite and other reptiles having venomous effect; (2) Better medicinal use of Hania plant roots through R&D by using traditional knowledge of local community; (3) Encouragement of R&D activities in Pakistan in the field of human treatment medicines; (4) Welfare of local community in Karimabad (Hunza valley) for benefit sharing in the areas of education and health; (5) Opening of horizons for future research on anti-venom drugs.
Type of Genetic Resource	Plant genetic resources The Hania plant (Withania Somnifera)
Ex Situ Conditions	
In Situ Conditions	X
Permitted Uses under the Contract	Material will be taken from natural habitat of Karimabad for R&D purposes for 5 years and commercial purposes for next 20 years with permission of the local government, if any. The local government will specify a 50 hectare land area where botanical garden for experimental work on Hania plant will be developed with technical support of NIH and financial support of Astra Zeneca. After expiration of 25 years the botanical garden will be sole property of local government along with all its moveable and immoveable property.
Permitted Uses Under TK	Not applicable
Date	July, 2010
Duration	25 years
Renegotiation	Not specified

Contract Price/Payment	Creation of a Trust Fund
Intellectual Property Rights	(1) The development of anti-venom drug will be based on research carried out at NIH, Islamabad. Therefore a special clause for filing patent application in Pakistan, UK and other target countries/regions has been included. The patent application will be filed at the end of the 2nd year of research and it is expected that Patent for genetically modified hyaluronidase inhibitor glycoprotein (WSG) will be awarded from all relevant countries/regions up to the end of 5th year of the Contract. (2) The medicine will be given a special commercial name "Astra-Hania" or "Hanio-Zeneca" and trade mark registration will be applied in Pakistan, UK and other target countries/regions at the end of the 2nd year of Contract. The artistic design of "Astra-Hania" or "Hanio-Zeneca" on the packing of medicine will be copyrighted. The manual of treatment for patient's guide will also be copyrighted at the time of commercialization.
Applicable Laws and Regulation	CBD, Pakistan Biodiversity Act, national and regional laws Contract Act 1872
Dispute Resolution	Mutual Conciliation. In case of further dispute court of national jurisdiction will be consulted
PIC	The Local Government of Karimabad with the technical support of IPO-Pakistan, WTO wing of Ministry of Industries and Production, SMEDA and CBD focal point Ministry of Environment took steps to obtain prior informed consent of local community and seek advice of abovementioned institutes for negotiations on the Contract.
Non Monetary Benefit Sharing	(1) The technical expertise of local people and farmer community will be preferred for development of 50 hectare Botanical Garden in Karimabad. (2) The agricultural graduates and botanical experts of local area will be preferred for research work on Hania plant in the said Botanical Garden and they will be trained by experts of NIH and Astra Zeneca to develop their Negotiation capacity.

	(3) Special IP training courses will be conducted for officials of Local Government to develop their capacities for royalty and other arrangements. (4) The technology should be transferred automatically to the Local Government after the expiration of 25 years of the contract.
Monetary Benefit Sharing	1) A special Trust Fund for the local community of Karimabad will be established with initial amount of Rs. 100million with in 6 months of signing the Contract. Astra Zeneca will share 80%, NIH 15% and Local Government of Karimabad 5% in the initial amount of Trust Fund. A three member committee (one from each partner) will administer this Fund. The initial amount of Trust will be consumed within first 5 years of the Contract. During next 20 years 5% of total annual profits will be designated for Trust Fund as royalty. The Fund will be consumed for three purposes; (i) Increase in literacy rate and up gradation of education standard in Karimabad; (ii) Fully funded scholarships for higher education on competitive basis for residents of Karimabad; and (iii) Improvement of public health facilities in Karimabad
Model Contract/Provisions	Not mentioned

13. Research Agreement between Syngenta Crop Protection AG, Basel, Switzerland and HUBEL Academy of Agricultural Science, Wuhan, China, dated November 1997		
Parties	***Provider***	HUBEI Academy of Agricultural Sciences, Wuhan, China (Research institution)
	Recipient	Syngenta Crop Protection AG, Basel, Switzerland (Private company)

Purpose	Discovery of natural products from microorganisms for use as crop protection products or lead compounds.
Objectives	Commercial and/or Industrial
Type of Genetic Resource	Microbial Genetic Resources.
Ex Situ Conditions	
In Situ Conditions	X
Permitted Uses under the Contract	Fermentation of microorganisms to produce microbial metabolites for evaluation as crop protection products or lead compounds. No traditional knowledge involved.
Permitted Uses Under TK	Not applicable
Date	November 1997
Duration	6 years
Renegotiation	Not specified
Contract Price/Payment	Not specified
Intellectual Property	Patent rights on metabolites with Recipient except for joint patents in territory of provider Exclusive Licence to use microbial strains for production of metabolites for use in the field to Recipient.

Rights	
Applicable Laws and Regulation	Swiss Contract Law, International laws and regulations: CBD
Dispute Resolution	Courts of China or Switzerland.
PIC	Prior Informed Consent: Responsibility of Providing Party.
Non Monetary Benefit Sharing	Transfer of assay technologies and know-how to China, training of Chinese scientists and technicians in Switzerland Option for Provider to manufacture metabolites through fermentation for Recipient
Monetary Benefit Sharing	Royalties (amount not specified in the contract) ; Funding of strain collection, fermentation and pre-screening activities in China
Model Contract/Provisions	Not mentioned

14. Scientific and Technical Cooperation Agreement between the Horticultural Science Research Institute (Russia) and the All-Russian Plant Science Research Institute		
Parties	***Provider***	The Horticultural Science Research Institute

	Recipient	All-Russian Plant Science Research Institute.
Purpose		Research or Educational Application only.
Objectives		Expansion and intensification of scientific research on the creation of genetic collections, ecological variety testing, and selections of fruit, berry, nut-bearing, medicinal and ornamental plants.
Type of Genetic Resource		Plant Genetic Resources
Ex Situ Conditions		X
In Situ Conditions		
Permitted Uses under the Contract		Response: Genetic resources transferred by another party are used exclusively for the purposes of scientific ecological variety testing and selection, without the right to commercially propagate or to produce industrial raw materials.
Permitted Uses Under TK		Not specified
Date		1998

Duration	Ten years
Renegotiation	Not specified
Contract Price/Payment	Payment is made only for the planting material of variety models that may be exchanged.
Intellectual Property **Rights**	The rights to varieties obtained with the use of genetic material belonging to a cooperating party must be enforced by an additional agreement Publication: joint publication of the results of research in scientific journals has t be agreed. Both Parties are obliged not to transmit information on genetic material and documentation to any third party without the official consent of the Party supplying the information and the genetic material.
Applicable Laws and Regulation	Not specified
Dispute Resolution	Not specified
PIC	Not specified
Non Monetary Benefit Sharing	Not specified
Monetary Benefit Sharing	Where ecological variety testing and selection produce positive results, commercial use of future-oriented varieties and production of selected forms must be carried out by means of an additional agreement concluded jointly by the parties.

Model Contract/Provisions	Not specified

15. Biological Resource Research Agreement between Australia and Craig Venter Institute		
Parties	***Provider***	Commonwealth of Australia
	Recipient	Craig Venter Institute
Purpose		Research
Objectives		Inventory the microorganisms that live in oceans within Australia' s jurisdiction and in soils, in some places, within Australia or its Territories, to better understand overall species diversity, discover and characterize new bacterial and viral species, evaluate the overall roles that dominant microbes (but generally unculturable) play in the ecosystem and establish and publish a freely shared global environmental genomics database that can be freely used by any person or entity.
Type of Genetic Resource		Seewater, sediments and, in some areas, soil and resources contained within it
Ex Situ Conditions		
In Situ Conditions		X
Permitted Uses under the Contract		Non commercial-research use and development of a freely shared global environmental genomics database

Permitted Uses Under TK	X
Date	November 2004
Duration	Not specified
Renegotiation	Not specified
Contract Price/Payment	Not applicable
Intellectual Property Rights	1. Publication: the recipient will publish the results of any genomic analysis of the materials into a freely accessible public domain by means accepted by the scientific community such as GenBank or through the U.S. National institutes of health environmental genomics database. 2. Other details or results can only be published upon prior written consent of Australia, 3. l IPR vest derived from the recipient use of the materials in Australia, which grants the recipient with the non-exclusive right to publish the results. 4. Commercialization of the results requires Australia's authorization and the formulation f a separate ad hoc agreement.
Applicable Laws and Regulation	The laws of Australian and United States of America and access agreement
Dispute Resolution	Arbitration
PIC	Required
Non Monetary Benefit Sharing	Australia must has always to be acknowledged in the scientific publications and other scientific diffusion of the uses of genetic materials

Monetary Benefit Sharing	Not applicable
Model Contract/Provisions	Not specified

16. Memorandum of Agreement between the Department of Agriculture of the Republic of Philippines and the Museum National d' Histoire Naturelle, Paris

Parties	***Provider***	Department of Agriculture of the Republic of Philippines
	Recipient	National Museum of Natural Hystoru, Paris
Purpose		Scientific Research, conservation, capacity building
Objectives		Improve information systems regarding the Philippines aquatic biological diversity and address the urgent need to develop scientific and institutional capacities to improve the basic understanding upon which to plan and implement appropriate measures t conserve these resurces.
Type of Genetic Resource		Deep-sea biodiversity
Ex Situ Conditions		
In Situ Conditions		X
Permitted Uses		Non commercial-research use. Allow all Philippines citizens and Government entities complete access to

under the Contract	all information/data/materials generated from the specimen collected.
Permitted Uses Under TK	X
Date	2008
Duration	3 years
Renegotiation	Upon mutual consent
Contract Price/Payment	Not specified
Intellectual Property Rights	Ownership of collected samples remains with the Philippines
Applicable Laws and Regulation	Article XII of the Constitution of the Philippines Republic; Convention of Biological Diversity; Republic Act 9147, entitled "Wildlife Resources Conservation and Protection Act"; Republic Act 8550 "Philippines Fisheries Code of 1988"
Dispute Resolution	Regulated by Philippines Laws
PIC	Required
Non Monetary Benefit Sharing	1. Furnish the BFAR library and the BFAR Record Section copies of all published or unpublished reports and articles arising from the study/studies f the species collected even after the Agreement has expired; 2. Submit an annual report on the whereabouts of the LUMIWAN collection including names of individuals and institutions who have given access to the collection. 3. Agree to acknowledge DA-BFAR in an all research, experimental data or materials produced from the

	studies of species collected
Monetary Benefit Sharing	Not specified
Model Contract/Provisions	Not specified

17. Memorandum of Understanding between French Polynesia and the Moorea Biocode Consortium		
Parties	***Provider***	French Polynesia
	Recipient	Moorea Biocode Consortium
Purpose		Research and understanding on the biodiversity and ecological processes of Moorea, in order to improve global scientific knowledge and to support local management and development initiatives, including training and public outreach activities in French Polynesia;
Objectives		i) To make the exhaustive inventory of Moorea's genetic resources, including all species of wild fauna and flora – plants, animals, algae, fungi, and some microbial groups, hereinafter "Biotic Inventory; (ii) to test new technological and scientific approaches for the analysis of biodiversity patterns and ecological processes in general, and (iii) to make materials and information available to the research community;
Type of Genetic Resource		Genetic Resources, including all species of wild fauna and flora

Ex Situ Conditions	X
In Situ Conditions	X
Permitted Uses under the Contract	Transfer and use of genetic resources collected during the Moorea Biocode Project (hereinafter the Material).
Permitted Uses Under TK	1. To collect biological samples in accordance with the laws and regulations of French Polynesia; 2. To process and store Material at the Moorea Ecostation and to transfer it to other laboratories and museums belonging to the Biocode Consortium, where various methods will be used to study the Material including morphological and molecular techniques such as the "genetic barcoding" approach; 3. To take all appropriate, reasonable, and necessary measures to import the Material in accordance with relevant laws and regulations and to contain the Material, its progeny or derivatives so as to prevent the release of invasive alien species; 4. To only use the Material, its progeny or derivatives for the common good in scientific research, education, and conservation; 5. Not to sell, distribute or use the Material, its progeny or derivatives for profit or any other commercial application; 6. To make information about the samples, the location of materials, and scientific results publicly available through the "Biocode Portal", the websites of the Biocode Consortium members, and other global biodiversity informatics networks, including the Global Biodiversity Information Facility (GBIF), the Consortium for the Barcode of Life (CBOL) and the Genbank; 7. To acknowledge origin of the Material from French Polynesia and the contribution of the

	Moorea Biocode Project, and to make reference to the Memorandum
Date	Not specified
Duration	Not specified
Renegotiation	Not specified
Contract Price/Payment	Not specified
Intellectual Property Rights	Not specified
Applicable Laws and Regulation	1. Organic law n°2004-192 of the 27th of February 2004, concerning the self government status of French Polynesia and the law n°2004-193 of the 27th of February 2004 completing the self government status of French Polynesia; 2. Decree n°1355/PR of the 19th of April 2008 03017/PR modified, appointing the Vice president and the others ministers of the Government of French Polynesia and defining their responsibilities; 3. General agreement n°7.0879 of the 24th of October 2007 for cooperation between French Polynesia and the Regents of the University of California; 4. Convention on Biological Diversity, 5 June 1992; 5. Bonn Guidelines adopted at the World Summit on Sustainable Development, Johannesburg in 2002.

Dispute Resolution	Not specified
PIC	Required
Non Monetary Benefit Sharing	To be shared fairly and equitably the benefits arising from use of the Material in accordance with the CBD and the Bonn Guidelines.
Monetary Benefit Sharing	Not specified
Model Contract/Provisions	Not specified

Model Contracts

WIPO Model Contracts

1. Agreement drafted by the International Centre of Insect Physiology and Ecology (ICIPE) for the transfer of Biological Material and/or Related Information, 2000

Subject matter	Biological Material and/or Related Information.
Summary of use(s)	To be completed on a case by case basis in the body of the Agreement itself. Any activities not expressly authorized shall be expressly prohibited. These include: transfer to third parties; activities aimed at commercialisation; or the claiming of rights of any kind over the biological material and/or related information not specifically addressed by the Agreement.
Purpose or background	ICIPE was constituted as a centre of excellence in insect science research with full international legal status

	and mandate as an autonomous, non-profit making, research and training institute. The purpose of the model agreement is to clarify the terms of transfer of Biological Material and/or Related Information from the ICIPE to any other institution.
Selected Obligations	1. Maintenance of Ownership and Rights by Provider/ICIPE; 2. Strict Liability of the Recipient in case of a Third Party Claim; 3. The Provider receives from the recipient exclusive rights of access to the results of any research involving the biological material and/or related information: 4. The Recipient places the results of any research involving the biological material and/or related information undertaken into the public domain to the satisfaction of the Provider . 5. Duration and renegotiation depending on the research development.

2. Exclusive License Agreement (sample) - Harvard College, United States of America

Subject matter	BIOLOGICAL MATERIALS: the materials supplied by HARVARD together with any progeny, mutants, or derivatives thereof supplied by HARVARD or created by RECIPIENT.
Summary of use(s)	An exclusive commercial license under PATENT RIGHTS, and a license to use BIOLOGICAL MATERIALS to make and have made, to use and have used, to sell and have sold the LICENSED PRODUCTS, and to practice the LICENSED PROCESSES, for the life of the PATENT RIGHTS.
Purpose or background	RECIPIENT is desirous of obtaining an exclusive license in the TERRITORY in order to practice the referenced invention covered by PATENT RIGHTS in the United States and in certain foreign countries, and to manufacture, use and sell in the commercial market the products made in accordance therewith, and

	HARVARD is desirous of granting such a license to RECIPIENT in accordance with the terms of the Agreement.
Selected Obligations	1. Recipient pays an amount for the commercial license and pays royalties in case of net sales and new sub-licenses. 2. Provider has the rights to provide non-exclusive licenses to third parties for NON commercial research. 3. Recipient must report on regular basis the Provider about the state of the research, billings and payments

3. Exclusive Variety License Agreement between her Majesty the Queen in Right of Canada, as represented by the Ministry of Agriculture and Agri-Food (AAFC), and the Company

Subject matter	Plant Genetic Resources: seeds.
Summary of use(s)	The Company shall only use the seed received from AAFC for the production of Pedigree Seed. The Company shall provide AAFC or its designate, on the first of March of each calendar year of the License, upon AAFC's request and at no cost to AAFC, with up to fifty (100) kilograms of certified, or higher quality untreated seed, for research and development purposes only. The Company agrees to provide to provincial variety testing agencies seed for provincial adaptation trials, subject to the availability of suitable seed. Any improvements of any kind or manner whatsoever, including without limitation, reselection, derivative, clonal variant or gene insertion may be the subject of a separate license, if AAFC decides to license the improved Variety or derivative, in AAFCs unfettered discretion.
Purpose or background	AAFC is one of the major performers in Canada of agricultural research, including livestock, crop, genetics and land resources research; AAFC has developed the Variety officially known ****; AAFC wishes to make

	Certified Seed of the Variety widely available in sufficient quantities to meet the needs of Canadian agriculture; AAFC conducted a Request for Proposals in **** 2001 seeking a proponent who gave the overall best value to AAFC in exchange for a sole license for the sale of the Variety in the Licensed Territory; The Company's proposal was accepted by AAFC for the Variety; and the Parties have incorporated the salient elements of the Company's proposal into this license.
Selected Obligations	1. Sub-licensing is permitted. 2. Royalties Payment from the Recipient (and eventual sub-Recipient) to the Provider. The royalties for germplasm vary according to the circumstances. The general rule of thumb is the parent is about one third of a potential royalty for the variety, and is lower when it's non-exclusive - generally about one half the exclusive royalty rate. Therefore, if the line was exclusive to the Recipient, 7 to10 cents per pound of certified seed would be expected in a parent line with hybrid breeding. Another way of looking at the royalty is 2.5% of retail price of the certified seed sold by the company for an exclusive license to the line (parent). Royalty rates would also go higher if certain traits are of higher value to the Recipient. Rates will be somewhat lower when a Recipient has been involved in a collaborative research agreement to develop the germplasm. Overall, rates vary according to the circumstances. 3. Duration: 5 years. Possibility to renew the contract. 4. Recipient must engage in creating a market for the sale of seeds/and related products and certify this effort 5. Provider has the right to control the quality of the licensed product(s). 6. Recipient pays to Provider a royalty of five percent (5%) of the *Sale Price* of Certified Seed. 7. Recipient must report on regular basis the Provider on the development, quality control and audit 8. Provider Intellectual Property right is always owned by the Provider. The agreement does not grant the Recipient ownership of Provider IP

4. Licensing Agreement (sample) submitted by Michael A. Gollin, VENABLE Attorneys at Law, 1201 New York Avenue, N.W., Suite 1000, Washington, DC 20005-3917, United States of America

Subject matter	"Formulations" shall mean a combination of natural products developed by Provider for the treatment of ****, including any components of and modifications made to such formula for any reason, including, but not limited, to addressing the scarcity of any herbal component in the formulation or any governmental restriction that prohibits the sale of the unmodified formulation for any reason.
Summary of use(s)	The following license is an exclusive, worldwide license under this Agreement to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import the Formulations, identified for all fields of use as well as the right to practice or have practiced the Formulations, as well as methods for making and using the Formulations in all fields of use.
Purpose or background	WHEREAS, *** and *** have certain knowledge and materials regarding a certain formulation of *** for the treatment of ****. Provider shares the interest of *** to bring this formulation to the *** through further research and development and commercialization in order to benefit the public health worldwide. WHEREAS, Provider and *** enter into this Agreement in order to permit *** to commercialize this formulation with the technical assistance of Provider. *** wishes to share the credit and financial benefits of commercializing this formulation with the Provider . WHEREAS, *** and Provider anticipate the possible need to amend this Agreement or enter into other Agreements in the future that may provide additional terms or conditions in order to commercialize the **** formulation and other such formulations.
Selected Obligations	1. The Recipient pays the Provider through a very articulated scheme. He agrees to pay to Provider the following monies (in United States Dollars): A. As a base amount: (1) The amount of *** for the Formulation. (2)The amount for each Other Formulation identified in the future shall be negotiated in good faith by the parties to this Agreement.; (3) the Recipient shall pay to Provider **** of the Formulation fees when the Recipient

	has completed raising additional capital in an amount equal to or in excess of ***, and the remaining *** of such Formulation fee when the first successful pilot plant batch of the Formulation is made, as determined by ***. (4) the Recipient shall pay to Provider *** of each of the Formulation fees, at such time as Provider provides each of such Other Formulation to ***, and the remaining One-Half (1/2) of each such Other Formulation fee when the first successful pilot plant batch of that Other Formulation is made. B. The Recipient also pays to Provider each calendar year, the following: (1) A royalty of **% of Net Sales of the Recipient Formulation and Other Formulations; "Net Sales" means the total revenues of *** based on gross invoiced sales of the Formulation, excluding sales and similar taxes, discounts, allowances, credits for returns, rebates, import duties and other governmental charges, freight and transportation charges, and insurance. For Formulations sold in combination with other products, Net Sales, for purposes of determining royalty payments on such combination, shall be calculated based on the reasonable portion of the Net Sales price attributable to the Formulation. (2) If the Recipient develops a synthetic form of a Formulation or any part thereof licensed under this Agreement (a " Recipient Formulation"), a royalty payment based on the Net Sales of any commercial product or service containing the *** Formulation to be negotiated and reduced below 5% in proportion to the contribution made by the Recipient in making the synthetic form, and which royalty may reduced to as low as 0%. (3) If a Formulation is sublicensed, a sublicensing fee of twenty percent (20%) of any royalties paid to the Recipient based on sales by the Recipient. 2. Provider holds all legal right, title and interests in and to certain intellectual property rights relating to the Recipient ‘s Formulation and Other Formulations to be identified in the future and licensed under the Agreement, including know-how concerning compositions of matter and methods of use of compositions of such Formulation and Other Formulations for the prevention, diagnosis and treatment of certain human diseases and conditions of health and holds all legal right, title and interests in and to certain personal property rights in tangible embodiments of these compositions and Formulation and Other Formulations. 3. Provider agrees to assign to the Recipient all right, title, and interest in and under any patentable invention that he holds or subsequently obtains regarding compositions of matter, methods of use

	and/or manufacture relating to the **** Formulation. 4. Obligation to collaboration 5. Provider agrees that it shall not compete with the Recipient in any commercial or business venture regarding the development and marketing of the Recipient Formulation and Other Formulations identified under the agreement

5. Material Transfer Agreement on Plant Genetic Resources for Food and Agriculture "National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization" of the Czech Republic, Czech Gene Bank, CRI

Subject matter	Plant genetic resources for Food and Agriculture
Summary of use(s)	Exclusively for their conservation and utilisation in research, breeding and education with the aim to ensure food production and agriculture.
Purpose or background	The Crop Research Institute holds plant genetic resources (PGR) in accordance with the Act No. 148/2003 and authorization of the Ministry of Agriculture of the Czech Republic. Participant of the National Programme on Plant Genetic Resources and Agro-biodiversity Conservation and Utilization is obliged to provide samples of PGR for purposes of breeding, research and education to domestic and foreign users. Samples of PGR are provided under conditions of this agreement, if sufficient stock exists and if sampling will not endanger or damage the genetic resource. Parameters of the provided samples of PGR and extent of services are regulated by the Decree No. 458/2003. In case of foreign users (legal or natural persons) the obligation mentioned above is applied only to subjects and their requirements for providing the samples covered by the International Treaty on Plant Genetic Resources for Food and Agriculture.

Selected Obligations	1. Access to samples of genetic resources is exclusively allowed for their conservation and utilization in research, breeding and education with the aim to ensure food production and agriculture. 2. Provider will not apply on provided plant genetic resources any form of intellectual property rights or other rights that could restrict an easy availability of plant genetic resources for food and agriculture or their genetic segments or components that he obtained on the basis of this agreement. 3. Provider ensures that all further (third) persons and/or institutions, to that the recipient makes available the respective genetic resources, will guarantee for provided genetic resources and/or materials that were directly and essentially derived from them, that this further (third) person will be bound by the same provisions as in this agreement and will guarantee to transfer the same obligation to possible subsequent recipients. 4. If the obtained samples of genetic resources or their segments or components will be further evaluated and characterised by the recipient and any data on their properties will be obtained, the recipient undertakes to provide the data to the sample provider. Upon request of the recipient the provided data can be made publicly available only after a three year's period from their transfer. 5. If the results of the use of provided samples of PGR or their segments or components are published, the recipient (user) undertakes to recognise and quote provider of used genetic resources in the publication and send a copy of such publication to the provider. 6. In case, that the result of use of provided PGR samples in research or breeding is a material (e.g. cultivar) on which legal protection is applied, the recipient of PGR samples undertakes to inform the provider and send him copies of documents constituting such legal protection. 7. Recipient of PGR samples is fully responsible, that transfer of samples will comply with national regulations concerning quarantine and bio-safety, as well as import and release of plant genetic resources for cultivation in recipient country.

6. Model Transfer Agreement: Terms and Conditions of limited non-exclusive license model agreement to use genetic material of the Culture Collection of Dairy Microorganisms (CCDM) of the Czech Republic

Subject matter	Plant genetic resources for Food and Agriculture
Summary of use(s)	Academic research, teaching or quality control purposes
Purpose or background	This Model Material Transfer Agreement of the Culture Collection of Dairy Microorganisms (CCDM) of the Crop Research Institute (CRI) of the Czech Republic as provider to recipient is for the purpose of academic research, teaching or quality control.
Selected Obligations	1. The RECIPIENT pays for the material. 2. shall not sell, lease, license, lend, supply, distribute or otherwise transfer the MATERIAL to any others, save those involved in LEGITIMATE EXCHANGES. 3. Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law or any third party interest, RECIPIENT may use the MATERIAL in any lawful manner for academic research, teaching or quality control purposes. Any COMMERCIAL USE of the MATERIAL requires the prior written authorization of the PROVIDER. Such approval will not be unreasonably withheld. 4. The RECIPIENT agrees to provide appropriate acknowledgement of the provenance of the MATERIAL and of the PROVIDER's reference in all publications, such as recommended by the Convention on Biological Diversity and in the code of conduct MOSAICC, taking also into account specific national laws and international regulations regarding TRIPS article 29 as to the conditions on patent applicants concerning invention disclosure. 5. Use of the MATERIAL may be subject to intellectual property rights. No express or implied licenses or other rights are provided herein to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights. In particular, no express or implied licenses or other rights are provided to

	use the MATERIAL or any related patents for COMMERCIAL USE. 6. RECIPIENT shall have the sole responsibility for obtaining any intellectual property licenses necessary for its use of the MATERIAL. The RECIPIENT agrees, in advance of such use, to negotiate in good faith with the intellectual property rights owner(s) to establish the terms of a commercial license; taking also into account specific national laws regarding article 15.7 of the Convention on Biological Diversity as to conditions concerning benefit sharing. 7. The use of the MATERIAL may be subject to specific restrictions which are mentioned in the catalogue description for the particular MATERIAL and are hereby acknowledged by RECIPIENT. 8. The PROVIDER will process, package and ship the MATERIAL in accordance with applicable laws and regulations. RECIPIENT is responsible for ensuring that all permits required for RECIPIENT to receive its order are obtained. 9. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of the MATERIAL.

7. Model Access and Benefit Sharing Agreement between Access Provider and Access Party, proposed by the Australian Government

Subject matter	Biological Resources and Traditional Knowledge
Summary of use(s)	Under Australian legislation benefit-sharing agreements must provide for reasonable benefit-sharing arrangements with Indigenous people, including the protection for and valuing of any Indigenous peoples' knowledge. Prior informed consent of the Indigenous owner or native titleholder must be obtained for access is to genetic resources on Indigenous people's land. A general principle accepted by all Australian Governments is that access and benefit sharing must ensure the use of traditional knowledge is undertaken with the cooperation and approval of the holders of that knowledge and on mutually agreed terms.

Purpose or background	The objective of the model access and benefit sharing contract (the Deed) is to allow the Commonwealth of Australia or other access providers to manage their biological resources to ensure fair and equitable sharing of the benefits arising from the use of genetic resources in accordance with domestic legislation. Section 301 of the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) provides for regulations to be made for the control of access to biological resources in Commonwealth areas of Australia, including the equitable sharing of benefits arising from the use of the biological resources in Commonwealth areas. Part 8A of the Environment Protection and Biodiversity Conservation Regulations 2000 (EPBC Regulations) require an applicant for a permit to access biological resources for commercial purposes or potential commercial purposes to enter into a benefit-sharing agreement with each access provider for the resources. The Commonwealth is the access provider for biological resources in Commonwealth areas, as defined in the EPBC Act. The Deed constitutes a benefit sharing agreement for the purposes of Part 8A of the EPBC Regulations. The Deed, in conjunction with an access permit issued under Part 8A of the EPBC Regulations, allows the access party to take biological resources of native species (from a specified access area) for research and development on any genetic resources or biochemical compounds, comprising or contained in the biological resources.
Selected Obligations	1. Performance standards are defined and required 2. Animal ethics is regulated by the contract 3. Intellectual Property arising from R&D Activity is vested or will vest in the Recipient, who may grant third parties the right to exploit the Intellectual Property arising from R&D Activity. 4. The Recipient cannot (a). transfer, deliver or provide access to Samples or Products; or (b). transfer, assign or grant rights (including Intellectual Property) in Samples or Products, to a third party unless (c) it does so under an agreement on proper terms, being terms consistent with this Deed so far as practicable and which would normally be contained in a contract, agreement or transaction between persons dealing with each other at arms length and from positions of comparable bargaining power; or (d). the third party has entered into an agreement with the Access Provider, or provided an enforceable undertaking to the Access Provider, to provide the Access Provider with the benefits and to comply with the requirements of the contract in the event of any further dealing. The Provider will

	continue to receive an equitable share of the benefits arising from subsequent use of the Samples or Products, or the rights in those Samples or Products by the third party and any subsequent parties. 5. Payments by the Recipient to the Provider are made annually (threshold payments are defined on the basis of the Recipient business/activity). 6. The Recipient will acknowledge the provision of access to biological resources in Commonwealth areas in all dealings with third parties with respect to R & D Activity and in scientific publications. 7. The Recipient has the obligation to report all activities on regular basis. 8. The Recipient agrees that knowledge and information, which is not Confidential Information, contained in reports to the Access Provider, that is relevant to the taxonomy, conservation or sustainable use of biological diversity may be transferred to the Provider research institutions, the Atlas of Living Australia, the Census of Marine Life, managers of Commonwealth areas, or to Indigenous Access Providers for non-commercial purposes. 9. The Recipient will notify the Provider of publications arising from research involving the Samples and supply an electronic or hard copy of such publications on request. 10. Benefit sharing regulated by the contract with a reference to the CBD.

8. Model Agreement between the National Institute for Pharmaceutical Research and Development, Nigeria and a Consultant Herbalist, 1997

Subject matter	Plant and herbal materials (in their compounded forms); information, facts and knowledge in respect of the use of certain herbal products.
Summary of use(s)	Research and development work into the evaluation, preservation, purification, standardization, safety and rational utilization of certain herbal products; formulation of those products into dosage form for

	commercial and industrial uses.
Purpose or background	The "INSTITUTE" is a scientific and technological-oriented public institution established to undertake research and development work into drugs and pharmaceutical raw materials from indigenous natural resources or materials, and the evaluation, standardization and rational utilization of traditional medicine. The "CONSULTANT HERBALIST" has agreed to provide certain services and information on herbal products for research into, development and processing of those herbal products into suitable pharmaceutical drugs in dosage forms for commercial and industrial utilization.
Selected Obligations	1. Provider provides traditional knowledge in return of a monetary payment for the work and samples. 2. The Provider has the liberty to continue to use, apply and utilize the herbal products which he has prepared and/or may continue to prepare in future by his own technique notwithstanding that the same or similar product has been referred to the Recipient for scientific evaluation and formulation, provided however that the Recipient does not guarantee the safety, purity, and quality or standard of such products. Nothing in this Agreement shall be construed as implying that the Provider is prohibited from citing his relationship with the Recipient in any advertisement of his practice if and only if the consent of the Recipient is first sought and obtained in writing. 3. Confidentiality obligation for the Provider. 4. The ownership of and rights to obtain trade name or trademark and/or registration of designs in any products supplied by the Provider to the Recipient under the agreement shall be vested in the Recipient from the date of delivery by the Provider to the Recipient of the herbal products and the Recipient shall thereupon be at liberty to effect and be responsible for the registration and other protection of such formulated dosage as it thinks fit provided always that the discovery of the herbal products by the Provider shall be acknowledged as such in the correspondence and literature publications on the products as much as practicable and provided that and it is hereby agreed that the Provider gives no warranty for the efficacy and safety of such resultant end product. 5. The Recipient shall endeavor in every reasonable and proper way and to the best of its ability to publicize

	the result of its Research and Development of the herbal products and for that purpose advertise such in Magazines, Journals, Periodicals, Weeklies, Newspapers or on radio and television in such manner as may be necessary. 6. The Recipient shall at the point of commercialization of products derived from the Provider's input negotiate on behalf of the Provider for some royalty of at least 10% of the net profit to accrue to the Provider

9. Model Biodiscovery Benefit-Sharing Agreement prepared by the State of Queensland, Australia to facilitate the development of the Queensland Biodiscovery Industry

Subject matter	Any plant, animal, micro-organism or other non-human biological material, including any substance produced by, or extracted or derived from the biological material.
Summary of use(s)	Subject to the terms of the Agreement, an exclusive license to: (a) use a Sample or Derivative to conduct Biodiversity Research; and (b) commercialize a Sample or Derivative.
Purpose or background	The State wishes to facilitate the development of the Queensland biodiscovery industry for the benefit of Queensland's community and economy. The Organisation wishes to conduct Biodiscovery Research on Samples of Biological Material Collected from Queensland and to undertake associated Commercialisation. Both the State and the Organisation wish to capture an equitable share of the benefits (including Non-Monetary Benefits) derived from Biodiscovery Research and associated Commercialisation. The State agrees to allow the Organisation to conduct Biodiscovery Research and to undertake associated Commercialisation on the terms and conditions set out in this Agreement.

Selected Obligatios	1. Obligation to Annual reporting and confidentiality 2. In conducting Biodiscovery Research, the Recipient must use its best endeavours to maximize benefits (including Non-Monetary Benefits) for the Provider's local economy. 3. Recipient obligation to acquire consent from the Provider for commercialization, publication, research outside the Provider region; disposing of samples or derivative, sub-licensing. 4. Obligation to follow defined protocols and procedure for the sample collection 5. Obligation for the Recipient to undertake the best endeavor if commercialization id approved by the Provider. 6. Obligation to share monetary and non-monetary benefits 7. The Recipient must, at its own cost, take all reasonable steps to protect and secure any Intellectual Property, including by obtaining and maintaining appropriate intellectual property rights registration. 8. The Recipient must pay to the Provider an amount by way of royalties calculated in accordance of the agreement. 9. If the parties cannot agree on the value of any portion of the Commercialization Receipts comprised of non-monetary consideration, the parties must appoint an appropriately qualified independent valuer to determine the value of the non-monetary consideration, the cost of which must be shared equally between the parties..

10. Model Letter of Collaboration/Memorandum of Understanding between the Developmental Therapeutics Program Division of Cancer Treatment/Diagnosis National Cancer Institute, United States of America (DTP/NCI) and a Source Country Government (SCG)/Source Country Organization(s) (SCO)

Subject matter	Plants, microbes and marine macro-organisms.
Summary of use(s)	DTP/NCI will screen the extracts of all material provided for anticancer and AIDS-antiviral activity, and will provide the test results to Source Country Institution on a quarterly basis. Any extracts exhibiting significant activity will be further studied by bioassay-guided fractionation in order to isolate the pure compounds(s) responsible for the observed activity. Should the appropriate agency in [SCG or SCO] have any knowledge of the medicinal use of any plants, microbes and marine macro-organisms by the local population or traditional healers, this information will be used to guide the collection of plants, microbes or marine macro-organisms on a priority basis where possible. Details of the methods of administration (e.g., hot infusion, etc.) used by the traditional healers will be provided, where applicable, to enable suitable extracts to be made.
Purpose or background	DTP/NCI has an interest in investigating plants, microbes and marine macro-organisms from [Source Country], and wishes to collaborate with the SCG or SGO, as appropriate, in this investigation. The DTP/NCI will make sincere efforts to transfer knowledge, expertise, and technology related to drug discovery and development to the [appropriate Source Country Institution], subject to the provision of mutually acceptable guarantees for the protection of intellectual property associated with any patented technology. The [SCG or SCO], in turn, desires to collaborate closely with the DTP/NCI in pursuit of the investigation of its plants, microbes and marine macro-organisms, subject to the conditions and stipulations of this agreement.
Main Provisions	1. Recipient commitment to promote the conservation of biological diversity, and recognizes the need to compensate the Providers Country organizations and peoples in the event of commercialization of

	a drug developed from an organism collected within their borders 2. Recipient commitment to collaborate with the Provider country source of plants, microbes, and marine macro-organisms and to transfer knowledge expertise, and technology related to drug discovery and development to the appropriate Provider Country Institution) in (Provider Country) as the agent appointed by the [Provider Country), subject to the provision of mutually acceptable guarantees for the protection of intellectual property associated with any patented technology. 3. Confidentiality obligation for the Recipient (that covers publications delay) until the moment the discovery (if any) is patented. 4. Cooperation Commitment of the Recipient with national (Providing Country), suitable researchers and technicians, for reciprocal knowledge exchange. 5. Obligation to write a new agreement, should the Recipient eventually be licensed to a pharmaceutical company for production and marketing of the discovery. The new agreement will include the provision of a monetary payment (to be negotiated) from the Recipient to the Provider. 6. Obligation to mention the contract in all licenses granted and patents arising from the collaboration. 7. The Recipient may send selected samples to other organizations for investigation of their anti-cancer, anti-HIV or other therapeutic potential. The Provider must authorize the such operation and is compensated (payment) by the third organizations. 8. Obligation for the Recipient to get the permission of the traditional healer or community will be sought before publication of their information, and proper acknowledgment will be made of their contribution. 9. Recall of the CBD obligation on Provider Countries to preserve biodiversity/biological diversity and conservation. 10. Possibility to renew after 5 years (duration)

11. Model Material Transfer Agreement between the American National Cancer Institute (NCI) and Applicant Investigators

Subject matter	Samples of specific crude extracts of natural products, such as plant and marine extracts, microbial cultures etc.
Summary of use(s)	NCI wishes to promote the use of its resource of natural products by other organizations involved in the discovery of bioactive agents of relevance to the NCI mission, and will provide limited quantities of Research Materials to selected qualified research organizations for such purposes. The Research Material will only be used for research purposes by the Recipient under suitable containment conditions; will not be used for commercial purposes such as production or sale; and may not be used in human subjects.
Purpose or background	The Natural Products Repository represents a resource of natural products which are being used for the discovery and development of new agents for the treatment and prevention of cancer and AIDS. These Research Materials have been collected from one or more Source Countries, generally in collaboration with one or more Source Country Organizations. This Material Transfer Agreement specifies the conditions under which NCI will transfer samples to selected qualified research organizations involved in the discovery of bioactive agents of relevance to the NCI mission.
Main Provisions	1. The Provider will provide limited quantities of Research Materials from the to selected qualified research organizations under strict selection criteria and procedures, defined in the contract appendix 2. Confidentiality obligation for both parties 3. Identification Obligation Recipient must specify immediately the types of Research Materials it would like to access from the NPB: e.g.: Plant and marine extracts. 4. Recipient obligation to use the Material only for research purpose. Exchange of samples among , collaborating organizations or individuals, different from the recipient must be approved by the

	Provider 5. The Research Material will not be used for commercial purposes such as production or sale. A commercialization license may be required for commercial use of the Research Material. The Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material. 6. Recipient obligation to acknowledge the contribution of the Provider in all oral presentations or written publications concerning the Research Project, object of the MTA. 7. Recipient agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to others not under Recipient's supervision without advance written approval of the Provider. . When the Research Project is completed, or three (3) years have elapsed, whichever occurs last, the Research Material will be destroyed or disposed of as mutually agreed by the parties. 8. Recipient agrees to pay all reasonable costs for the preparation, handling and shipment of the Research Material to Recipient 9. Recipient Reporting Obligation to the Provider and Recipient Obligation to provide screening results on the Research Material to the Provider. 10. The Provider retains title to the Research Material, per se, and any patent or other intellectual property rights in inventions by its employees in the course of the Research project. The Recipient agrees that any intellectual property rights in inventions made by the employees, agents or contractors of the Recipient will vest by operation of inventorship as determined under appropriate patent statutes in the controlling jurisdiction(s). Recipient agrees not to claim, infer, or imply Government endorsement of the Research Project, the institution or personnel conducting the Research Project, or any resulting commercial product(s). Recipient agrees to hold the United States harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material. 11. Contract Renegotiation for different allocation of intellectual property right among the parties. 12. In case of renegotiation of the contract and agreement on commercialization the research results,

	CBD applies and the benefits from patenting and commercialization have to be shared with the Material Source Country, through another agreement with the Source Country.

12. Material Transfer Agreement for Plant Genetic Resources held in trust by the Center

Subject matter	Plant Genetic Resources for Food and Agriculture
Summary of use(s)	The [Centre] is making the material described in the attached list available as part of its policy of maximizing the utilization of material for research, breeding and training.
Purpose or background	This MTA covers materials which are being transferred before the entry into force of the International Treaty on Plant Genetic Resources for Food and Agriculture. The Treaty envisages that the [Centre] will enter into an agreement with the Governing Body of the Treaty, once the Treaty enters into force. The [Centre] has indicated its intention to conclude such an agreement with the Governing Body. This agreement, in line with the Treaty, will provide for new MTAs and benefit-sharing arrangements for materials transferred after the entry into force of the agreement.
Main Provisions	1. The Recipient has no rights to obtain Intellectual Property Rights (IPRs) on the material or related information 2. The Recipient may utilize and conserve the material for research, breeding and training and may distribute it to other parties provided such other parties accept the terms and conditions of the agreement 3. The Recipient agrees not to claim ownership over the material, nor to seek IPRs over that material, or its genetic parts or components, in the form received. The recipient also agrees not to seek IPRs over related information received. And agrees to ensure that any subsequent person or institution to whom he/she may make samples of the material available, is bound by the same provisions and

	undertakes to pass on the same obligations to future recipients of the material. 4. The recipient of material provided under this MTA is encouraged to share the benefits accruing from its use, including commercial use, through the mechanisms of exchange of information, access to and transfer of technology, capacity building and sharing of benefits arising from commercialization. The Provider is prepared to facilitate the sharing of such benefits by directing them to the conservation and sustainable use of the plant genetic resources in question, particularly in national and regional programmes in developing countries and countries with economies in transition, especially in centres of diversity and the least developed countries. 5. Disclosure Obligation: details of the MTA, including the identity of the recipient, will be made publicly available. 6. Recipients are requested to furnish the Supplier with related data and information collected during evaluation and utilization. 7. The Recipient makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The recipient assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of genetic material. Upon request, the Provider will furnish information that may be available in addition to whatever is furnished with the material.

13. Model Material Transfer Agreement of the Korean Research Institute of Bioscience and Biotechnology

Subject matter	Material Transfer Agreement

Summary of use(s)	This Research Material will be used by recipient's investigator solely in connection with the following research project described with specificity as follows. This Research Material will only be used for research purposes by recipient's investigator in his/her laboratory under suitable containment conditions. This Research Material will not be used for commercial purposes including for the avoidance of doubt for the production or sale of any products or for clinical use, for which a commercialization license may be required and RECIPIENT will not file patents on the Research Material of its uses or any material developed using the Research Material.
Purpose or background	This Research Material represents a significant investment on the part of provider, and is considered proprietary to provider, recipient's investigator therefore agrees to retain control over this Research Material, and further agrees not to transfer the Research Material to other people not under her or his direct supervision without advance written approval of provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three (3) years have elapsed, whichever occurs first, the Research Material will be destroyed by recipient or otherwise disposed of as mutually agrees by provider and recipient.
Main Provisions	1. The Research Material can be used by the Recipient only for research purposes and solely in connection with a well identified and described research project. 2. The Research Material cannot be used for commercial purposes including for the avoidance of doubt for the production or sale of any products or for clinical use, for which a commercialization license may be required and the recipient will not file patents on the Research Material of its uses or any material developed using the Research Material. 3. Recipient obligation to acknowledge the contribution of the Provider in all oral presentations or written publications concerning the Research Project, object of the MTA. 4. Confidentiality Obligation 5. Property rights of the Material belong to the Provider and the Recipient agrees to retain control over the Research Material, and further agrees not to transfer the Research Material to other people not

	under her or his direct supervision without advance written approval of the Provider, who reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed or three (3) years have elapsed, whichever occurs first, the Research Material will be destroyed by the Recipient or otherwise disposed of as mutually agrees by both parties. 6. The Material is being supplied to the Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. The Provider makes no representations that the use of the Research Materials will not infringe any patent or proprietary rights of third parties. 7. In the case of any invention involving all new results, data, information and know-how acquired concerning the studies conducted by the Recipient with respect to the Material provided by the Provider hereunder, patent applications on such invention shall not be filed without a prior written consent of the Provider concerning to the disclosure and claim of the said application. 8. The Recipient shall bear all risk to it and any others resulting from any use, directly or indirectly, to which it puts the Research Materials or any other material that could not have been made but for these Research Materials. 9. Recipient agrees to defend, indemnify, and hold harmless Provider from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from the use, storage or disposal of the MATERIAL, except to the extent arising due to the negligence or legal wrongdoing of the Provider. Where such an indemnity is precluded, the Recipient assumes liability for damages which may arise from its use, storage or disposal of the Material, except to the extent arising due to the negligence or legal wrongdoing of the Provider.

14. Model Material Transfer Agreement suggested by the Biotechnology Industry Organization (BIO)

Subject matter	Plant genetic resources
Summary of use(s)	Use of Materials for the purposes numerated in the Bioprospecting Agreement and for the purposes described below. See Article 4.
Purpose or background	This "Model Material Transfer Agreement" (Model) is intended to provide an outline for a transfer agreement that is consistent with the best practices set forth in the Guidelines. This Model may be incorporated into a Bioprospecting Agreement; it may be the basis for an transfer agreement entered into after the completion of collection activities undertaken pursuant to a Bioprospecting Agreement; or, it may take the place of a Bioprospecting Agreement when a BIO Member seeks a specific regulated genetic resource or a group of regulated genetic resources from an *ex situ* holding.
Main Provisions	1. The Recipient may not further transfer the samples of the Materials provided by the Provider and may not transfer genetic resources made using those samples to others, with some exceptions. 2. The Recipient shall maintain records concerning the handling, storage and physical movement of the samples and provide such records to the Provider. 3. The Recipient and the entity for whom the Recipient is acting as agent shall return the samples of the Materials transferred (and genetic resources or other materials made from those samples or will destroy those samples and genetic resources or other materials, as directed by Provider when the Recipient completes the uses referred to in the agreement, except as necessary to fulfill disclosure requirements for applications for patents or patent variety protection. 4. The Recipient shall not seek patents or plant variety protection rights in the Materials. The Recipient may apply for the grant of patents claiming inventions developed using samples of the transferred Materials, including inventions embodied in modified forms of the materials, or for the grant of plant variety protection claiming varieties developed using samples of the transferred Materials.

	5. The Recipient [and the entity for which the Recipient Transferee is any agent] shall provide, at a mutually agreed time, benefits arising from use of the transferred materials: 6. The Recipient shall take all reasonable steps and give good faith consideration to sharing data with the Provider which is derived from research on the transferred samples of the Materials enumerated in the contract and which may be useful in the support of conservation efforts related to a species, environment, or habitat from which the samples were collected. 7. Duration: the contract shall be in effect for a term of ten years from the date of execution of this Agreement unless otherwise agreed to by the Parties. The Agreement shall be terminated if any of the Parties provides notice in writing to the others of its intent to terminate the Agreement on a date no less than six-months from the date of the notice. 8. Upon the termination or expiration of the Agreement, the Recipient [and the entity for whom the Recipient is acting as agent] shall return the samples of the Materials transferred under the Agreement [and genetic resources or other materials made from the transferred samples of the Materials] to the Provider or will destroy those samples and genetic resources or other materials, as directed by Provider, except as necessary to fulfill disclosure requirements for applications for patents or patent variety protection. 9. None of the rights or obligations under the Agreement are assignable or otherwise transferable without the prior written consent of the other Party(ies). Nothing contained in the Agreement shall constitute a partnership or agency between the Parties.

15. Model Material Transfer Agreement: Consultative Group on International Agricultural Research (CGIAR)

Subject matter	Designated Germplasm
Summary of use(s)	The recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the recipient is also willing to accept the conditions of this agreement. This agreement does not prevent the recipient from releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the agreement are complied with.
Purpose or background	Provider is making the material described in the attached list available as part of its policy of maximizing the utilization of genetic material for research. The material was either developed by Provider or was acquired prior to the entry into force of the Convention on Biological Diversity; or if it was acquired after the entering into force of the Convention on Biological Diversity, it was obtained with the understanding that it could be made freely available for any agricultural research or breeding purposes.
Main Provisions	1. The Recipient has no rights to obtain Intellectual Property Rights (IPR) on the germplasm or related information. 2. The Recipient may reproduce the seed and use the material for agricultural research and breeding purposes and may distribute it to other parties provided the Recipient is also willing to accept the conditions of the agreement 3. The Recipient agrees not to claim ownership over the germplasm to be received, nor to seek Intellectually Property Rights over that germplasm or related information. The Recipient agrees to ensure that any subsequent person or institution to whom he/she may make samples of the germplasm available, is bound by the same provision and undertakes to pass on the same obligations to future recipients of the germplasm. 4. The Provider makes no warranties as to the safety or title of the material, nor as to the accuracy or correctness of any passport or other data provided with the material. Neither does it make any

	warranties as to the quality, viability, or purity (genetic or mechanical) of the material being furnished. The phytosanitary condition of the material is warranted only as described in the attached phytosanitary certificate. The Recipient assumes full responsibility for complying with the Recipient nation's quarantine/biosafety regulations and rules as to import or release of genetic material. 5. Upon request, the Provider will furnish information that may be available in addition to whatever is furnished with the seed. Recipients are requested to furnish [Centre] performance data collected during evaluations. 6. The material is supplied expressly conditional on acceptance of the terms of the agreement. The Recipient's acceptance of the material constitutes acceptance of the terms of the Agreement. 7. The Recipient is allowed to releasing or reproducing the seed for purposes of making it directly available to farmers or consumers for cultivation, provided that the other conditions set out in the MTA are complied with.

16. MOSAICC Micro-Organisms Sustainable use and Access Regulation International Code of Conduct, Updated September 2009

Subject matter	Microbial genetic resources
Summary of use(s)	The RECIPIENT and the PROVIDER distinguish the following categories of use of MGRs: Category 1: Use for test, reference, bioassay, and control (covering only their use within the framework of the corresponding official (inter)national test-, bioassay and control protocols); use for training and research purposes; Category 2: Commercial use. Commercial use of MGRs includes but is not limited to the following activities: sale, patenting, obtaining or transferring intellectual property rights or other tangible or intangible rights by sale or licence, product development and seeking pre-market approval.
Purpose or background	MOSAICC is a voluntary Code of Conduct. It is developed to facilitate access to microbial genetic resources

	(MGRs) and to help partners to make appropriate agreements when transferring MGRs, in the framework of the Convention on Biological Diversity (CBD) and other applicable rules of international and national laws. MOSAICC is a tool to support the implementation of the CBD at the microbial level; it can also serve as a model when dealing with genetic resources other than MGRs. MOSAICC is the result of the European Commission DG Research funded project called "Elaboration and diffusion of a code of conduct for the access to and sustainable use of microbial resources within the framework of the convention on biological diversity". MOSAICC was first issued in spring '99, two years before the Bonn Guidelines, as result of five successive drafts improved through dialogue between MOSAICC partners and a network of experts of more than 15 different nationalities. The present version is an update that takes over the innovative ideas developed the last decades by life sciences and social sciences researchers to meet the evolving socio-economic environment. For the purpose of this database the Model Agreements are reproduced; the full Code of Conduct is available at: http://bccm.belspo.be/projects/mosaicc/
Main Provisions	1. The RECIPIENT will respect, if applicable, the accompanying PIC-terms (for in situ access) 2. The RECIPIENT will use the MGRs described and listed in the contract in a sustainable way, for bona fide purposes and in full respect of the principles of the Convention on Biological Diversity and other applicable rules of international and national laws. The RECIPIENT will not distribute the MGRs delivered. 3. The RECIPIENT may distribute the MGRs in case of legitimate exchanges, provided that the following conditions are observed: (1) The RECIPIENT will keep records of the full co-ordinates of all downstream recipients of the MGRs concerned. This information will be available on request (= monitoring the transfers). (2) The RECIPIENT will transmit to the PROVIDER, as far as applicable, information (e.g. intentions for commercial use,) provided by the downstream recipient(s) of the MGRs concerned (= information feedback); 4. The RECIPIENT will mention the PROVIDER, the strain reference number and the country of origin in

	publication presenting scientific results and related information resulting from the use of the MGRs. 5. Monetary Obligations: (1) Monetary compensations to those that provide or enable access to MGRs should be partly dedicated to technical and scientific co-operation programmes. (2) Initial payments can be made before or after accessing the MGRs, but this always independently of the possible, successful commercial use of the MGRs. (3) The initial payments should be based on the importance of the in terms of the actual involvement of the provider in the delivery of the MGRs. (3) Payments should also be related to the progress made in the development of a product or process that could be commercialised in fine. (4) Royalty payments are fully dependent on the successful commercial use of the MGRs concerned. Agreements should always make reference to net royalties. 6. Parties should include indigenous or local communities as parties of an agreement in so far the community is: (1) owner or usufructuary of the area where the in situ MGRs where accessed; (2) represented by officially recognised representative(s) and (3) willing to preserve and maintain her knowledge, innovations and practices relevant for the conservation and sustainable use f MGRs. (cf. CBD-article 8 (j)).

17. Non-exclusive License Agreement (sample) - Harvard College, United States of America

Subject matter	BIOLOGICAL MATERIALS: the materials supplied by HARVARD (identified in Appendix B) together with any progeny, mutants, or derivatives thereof supplied by HARVARD or created by LICENSEE.
Summary of use(s)	A non-exclusive commercial license under PATENT RIGHTS and a non-exclusive commericial license to use BIOLOGICAL MATERIALS to make and have made, to use and have used, to sell and have sold the LICENSED PRODUCTS, and to practice the LICENSED PROCESSES, for the life of the PATENT RIGHTS. Such licenses shall

	not include the right to grant sublicenses.
Purpose or background	LICENSEE is desirous of obtaining an non-exclusive license in the TERRITORY in order to utilize the BIOLOGICAL MATERIALS, and to practice the above-referenced invention covered by PATENT RIGHTS in the United States [and in certain foreign countries], and to manufacture, use and sell in the commercial market the products made in accordance therewith. HARVARD is desirous of granting such a license to LICENSEE in accordance with the terms of this Agreement.
Main Provisions	1. The granting and exercise of this license is subject to the several conditions, in particular Recipient shall use diligent efforts to effect introduction of the LICENSED PRODUCTS into the commercial market as soon as practicable, consistent with sound and reasonable business practice and judgment; thereafter, until the expiration of this Agreement, Recipient shall endeavor to keep LICENSED PRODUCTS reasonably available to the public. 2. Recipient pays an amount for a non-refundable license royalty fee, a royalty of (number) percent ([number]%) of NET SALES by LICENSEE during the term of the Agreement On sales between LICENSEE and its AFFILIATES for resale, the royalty shall be paid on the NET SALES of the resale. 3. Recipient must report on regular basis the Provider about the state of the research, billings and payments, sales and commercialization. 4. Recipient shall keep, and shall require its AFFILIATES to keep, accurate records (together with supporting documentation) of LICENSED PRODUCTS made, used or sold under the Agreement, appropriate to determine the amount of royalties due to HARVARD 5. Recipient shall not distribute or release the BIOLOGICAL MATERIALS to others except to further the purposes of the Agreement. Recipient shall protect the BIOLOGICAL MATERIALS at least as well as it protects its own valuable tangible personal property and shall take measures to protect the BIOLOGICAL MATERIALS from any claims by third parties including creditors and trustees in bankruptcy. 6. Recipient shall indemnify, defend and hold harmless HARVARD and its current or former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees,

	students, and agents and their respective successors, heirs and assigns (collectively, the "INDEMNITEES"), from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorney's fees and other costs and expenses of litigation) (collectively, "Claims"), based upon, arising out of, or otherwise relating to the Agreement, including without limitation any cause of action relating to product liability concerning any product, process, or service made, used or sold pursuant to any right or license granted under the Agreement.

18. ProCorn Inbred Release and Licensing Agreement between Agriculture and Agri-Foods, Canada (AAFC) and commercial corn companies

Subject matter	Plant Genetic Resources.
Summary of use(s)	Subject to Section 4 (License), AAFC hereby grants the Company the right to use the AAFC Inbred Line(s) free of charge for the production of small quantities of Hybrid Seed and for performance testing of the said Hybrid Seed; as part of its research program to develop new corn Inbred Lines; and for no other purpose whatsoever.
Purpose or background	Testing the combining ability of AAFC's corn inbreds with other proprietary inbreds in order to develop commercial hybrids. If there is a successful combination, the Recipientmarkets and sells the hybrids commercially and pays royalties to AAFC, based on the percentage of AAFC's germplasm.
Main Provisons	1. The Agreement shall remain in effect for a period of seven (7) years, unless earlier terminated. Upon termination or expiry of this Agreement, all existing stock of the Inbred Line shall be disposed of promptly in accordance with the Provider's directions and no sale or other disposition of the existing stock of Hybrid Seed shall take place unless a new Agreement is executed. 2. In the event that a license has been granted, the Recipient agrees to pay Agriculture and Agri-Food

	Canada (Provider) royalties in accordance with the Royalty Rates mentioned in the contract and applicable to Hybrid Seed sold in the relevant licensed territory. 3. The Provider makes no warranties herein, express or implied, and more specifically, makes NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS AGREED THAT THE RECIPIENTACCEPTS AGRICULTURE AND AGRI-FOOD CANADA'S EFFORTS AND THE INBRED LINE COVERED BY THIS AGREEMENT ON AN "AS IS" BASIS. 4. In the event that a license has been granted, the Parties agree that the Provider has developed the Inbred Line which is the subject of the Agreement. It is also agreed that the Supplier has the exclusive authority to claim Plant Breeders' Rights in countries in which legislative protection is available for such rights. Unless otherwise agreed to by the Provider, the Recipient shall not proceed with commercialization in a country where Plant Breeders' Rights protection for the parent Provider Inbred is available, without written permission from the Provider and without obtaining and maintaining, at its own expense, such protection on behalf of the Provider. In such situations, the Recipient may have the obligation to sub-license other companies/recipients. The financial arrangements will be negotiated with the Provider at that time 5. The Agreement may not be assigned in whole or in part or no sub-licenses shall be issued by the Recipient without the prior written consent of the Provider. 6. The Recipient warrants that no bribe, gift, or other inducement has been paid, given, promised or offered to any Government official or employee in relation to the Agreement. 7. Renegotiation provision: the Parties may from time to time by mutual agreement vary the terms of the Agreement by amendment in writing;

19. Restricted License for non-profit purposes of the National Agricultural Research Institute (INIA) Uruguay

Subject matter	Plant genetic resources
Summary of use(s)	Research and education
Purpose or background	This model contract is drawn up for the exchange of germplasm of cultivated species, which is in the improvement phase, not for indigenous materials in which traditional knowledge and/or prior informed consent are relevant. Should said type of contracts need to be drawn up, consultations will be held with the National Genetic Resources Committee, the Convention on Biological Diversity (CBD) focal point and the appropriate legal advisors. The samples of the MATERIAL, detailed before, are sent to the RECIPIENT, with the only purpose of evaluation of the different cultivars. No one is permitted any cloning or molecular manipulation of the proteins and/or the specific genes contains in the MATERIAL.
Main Provisions	1. The RECIPIENT agrees to share with INIA the results of the field/green house/disease resistance evaluation results of the MATERIAL with INIA, as well as it´s comparison to adapted or local genotypes. 2. RECIPIENT agrees that the MATERIAL will not be released to any person other than the signatories of the Agreement, except co-workers working directly under a signatory supervision who have agree to bide by the terms and conditions of the Agreement. No one is permitted to take or send this MATERIAL to any other person, unless prior written permission is obtained from the Provider. 3. The Agreement and the resulting transfer of MATERIAL, constitutes a restricted license for RECIPIENT to use the MATERIAL, solely for not-profit purposes. MATERIAL will not be used for any purpose inconsistent with the Agreement. Upon completion of the work for which this restricted license is granted, the MATERIAL must be destroyed. The Agreement will start at the same date of its signature and will expire when all research and development involving the exchanged materials is finished. 4. RECIPIENT shall not obtain any ownership right in MATERIAL, unless prior written permission is obtained from the Provider. 5. If the RECIPIENT, as the results of the field trials, has interest to develop the MATERIAL in the commercial market, the RECIPIENT agrees to negotiate in good faith with the Provider, prior to marketing of such

	products, the compensation to be paid by the RECIPIENT to the Provider . Such compensation may include royalties on the gross sales value of such products derived from the MATERIAL. 6. RECIPIENT agrees to send to the Provider an annual report describing the results of the research using the MATERIAL. 7. RECIPIENT agrees not to publish results involving MATERIAL, without citing the source and giving credit to the Provider as creator of the MATERIAL.

20. San Diego State University (SDSU), Graduate and Research Affairs, Proprietary Material Transfer Agreement

Subject matter	Biological Material: The term "MATERIAL" shall include PROGENY, UNMODIFIED DERIVATIVES and any modification to MATERIAL, if such modified MATERIAL is substantially based on or incorporates a substantial element of ORIGINAL MATERIAL, or any modification that is not new or not unobviously distinct from ORIGINAL MATERIAL.
Summary of use(s)	The MATERIAL is the property of PROVIDER and is to be used by RECIPIENT solely for research purposes at RECIPIENT'S institutional facilities only and only under the direction of the RECIPIENT'S SCIENTIST. The research is restricted to the project described in ATTACHMENT A.
Purpose or background	As a matter of convenience, SDSU has agreed to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement ("UBMTA") as published in the Federal Register on March 8, 1995. Transfer of biological materials between institutions that are signatories to the UBMTA may be completed by using a brief Implementing Letter that identifies the material and the parties and confirms that the transfer is being made under the terms of the UBMTA. For a copy of the UBMTA, see the separate entry in this contracts database.

	However, transfers involving proprietary materials and/or commercial entities may require greater levels of protection and the more detailed Proprietary Material Transfer Agreement may be preferred or required. A copy of a Proprietary Material Transfer Agreement is attached to this contract summary. For non-proprietary materials or transfers to non-profit entities, it may be simpler to use a Simple Agreement that is shorter and contains fewer restrictions and reporting requirements. For a copy of the Simple Agreement, see the separate entry in this contracts database.
Main Provisions	1. The RECIPIENT'S SCIENTIST agrees not to transfer the MATERIAL to anyone who does not work under his or her direct supervision at RECIPTENT'S facilities without the prior written consent of PROVIDER. RECIPIENT'S SCIENTIST shall refer any request for the MATERIAL to PROVIDER. To the extent supplies are available, PROVIDER or PROVIDER'S SCIENTIST agrees to make the MATERIAL available under a Materials Transfer Agreement to other scientists (at least those at non-profit or governmental institutions) who wish to replicate the research of the RECIPIENT'S SCIENTIST. RECIPIENT shall have the right, without restriction, to distribute substances created by RECIPIENT through the use of the MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS. Upon written notice to PROVIDER and under a Materials Transfer Agreement, RECIPIENT may distribute MODIFICATIONS to non-profit or governmental organizations for research purposes only. 2. Upon written permission from PROVIDER, RECIPIENT may distribute MODIFICATIONS for commercial use. It is recognized by RECIPIENT that such commercial use may require a commercial license from PROVIDER and PROVIDER has no obligation to grant such a commercial license. Nothing in this paragraph, however, shall prevent RECIPIENT from granting commercial licenses under RECIPIENT'S patent rights claiming such MODIFICATIONS. 3. RECIPIENT is free to file patent applications claiming inventions made through the use of the MATERIAL but agrees to notify PROVIDER if it files patent applications claiming MODIFICATIONS or uses of the MATERIAL. 4. Except as expressly provided in the Agreement, no rights are provided to RECIPIENT under any patents,

	patent applications, trade secrets or other proprietary rights of PROVIDER. In particular, no rights are provided to use the MATERIAL or MODIFICATIONS and any related patents of PROVIDER for any profit-making or commercial purposes, such as sale of the MATERIAL or MODIFICATIONS, use in manufacturing, provision of a service to a third party in exchange for consideration, or use in research or consulting for a for-profit entity under which that entity obtains rights to research results. 5. If RECIPIENT desires to use the MATERIAL or MODIFICATIONS for such profit-making or commercial purposes, RECIPIENT agrees, in advance of such use, to negotiate in good faith with PROVIDER to establish the terms of a commercial license. It is understood by RECIPIENT that PROVIDER shall have no obligations to grant such a license to RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others. 6. If the research involving the MATERIAL results in an invention or a Modification that may be commercially useful, RECIPIENT'S SCIENTIST agrees to promptly disclose the invention or Modification to RECIPIENT'S office with responsibility for technology transfer activities and disclose PROVIDEWS role as supplier of the MATERIAL used as well as the role, if any, of any of PROVIDEWS employees in creating the invention or Modification. Inventorship for such invention or Modification shall be determined according to US Patent Law. 7. The provision of the MATERIAL to RECIPIENT shall not alter any preexisting right to the MATERIAL. If PROVIDER has granted any rights to a third party (other than the customary rights granted to the federal government or other non-profit foundations) which would affect RECIPIENT, those rights are listed in 8. PROVIDER shall inform RECIPIENT of any toxicity, health risks, etc. associated with the MATERIAL, which are known to PROVIDER. RECIPIENT'S SCIENTIST shall inform PROVIDER of any toxicity, health risks, etc. discovered through the use of the MATERIALS. 9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature, and PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.

	10. RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of the MATERIAL. PROVIDER will not be liable to RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by RECIPIENT, except to the extent caused by the gross negligence or willful misconduct of the PROVIDER. 11. RECIPIENT'S SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications and, if requested, agrees to send PROVIDER a copy of any such publications at the time of submission or publication. 12. The Recipient pays a fee for the MATERIAL, due contemporaneously upon execution of this Agreement. 13. Confidentiality Obligation: RECIPIENT agrees to use reasonable efforts to maintain the MATERIAL technology in confidence, and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information, which RECIPIENT can demonstrate:

21. San Diego State University (SDSU), Graduate and Research Affairs, Simple Agreement for Transfer of Non-Proprietary Biological Materials

Subject matter	Biological material, any related information, and any products that are replicated or derived therefrom by RECIPIENT.
Summary of use(s)	The Biological Materials shall be used solely for non-commercial research purposes in connection with the research project (described in Attachment A) located in the RECEPIENT Scientist's Laboratories. The Biological Materials will not be used for testing in or treatment of humans, and shall not be used, directly or indirectly, for commercial purposes.
Purpose or background	As a matter of convenience, SDSU has agreed to abide by all terms and conditions of the Uniform Biological Material Transfer Agreement ("UBMTA") as published in the Federal Register on March 8, 1995. Transfer of

	biological materials between institutions that are signatories to the UBMTA may be completed by using a brief Implementing Letter that identifies the material and the parties and confirms that the transfer is being made under the terms of the UBMTA. For a copy of the UBMTA, see the separate entry in this contracts database. However, transfers involving proprietary materials and/or commercial entities may require greater levels of protection and the more detailed Proprietary Material Transfer Agreement may be preferred or required. For a copy of the Proprietary Material Transfer Agreement, see the separate entry in this contracts database. For non-proprietary materials or transfers to non-profit entities, it may be simpler to use a Simple Agreement that is shorter and contains fewer restrictions and reporting requirements. A copy of a Simple Agreement is attached to this contract summary.
Main Provisions	1. The (Biological) Materials will not be distributed further to third parties for any purpose without the prior written consent of SDSU. In addition, RECIPIENT shall allow only employees and agents under its direct control and supervision to have access to the (Biological) Materials. If RECIPIENT desires to use the (Biological) Materials directly for profit-making or commercial purposes, or indirectly in research designed to identify or produce materials with commercial value, RECIPIENT agrees, in advance of such use, to negotiate with the Provider to establish the terms of a commercial license. It is understood by RECIPIENT that the Provider shall have no obligations to grant such a license to RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others. 2. Nothing in the Agreement grants any rights under any patents or in any know-how of the Provider, nor any rights to use the (Biological) Materials or any product or process related thereto or derived there from for profit-making or commercial purposes such as, but not limited to, production, sale, drug screening or drug design. 3. The Provider makes no representation that the use of the (Biological) Materials will not infringe any patent or other proprietary right. **THE (BIOLOGICAL) MATERIALS ARE PROVIDED FOR RESEARCH PURPOSES TO THE RESEARCH COMMUNITY. SUCH MATERIALS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. IT IS UNDERSTOOD THAT SDSU AND ITS EMPLOYEES AND**

	AGENTS HAVE NO LIABILITY IN CONNECTION WITH SUCH (BIOLOGICAL) MATERIALS OR THEIR USE. 4. RECIPIENT shall return to the Provider the (Biological) Materials immediately upon termination of this Agreement or upon the earlier request by SDSU for any reason whatsoever. 5. The Agreement sets forth the entire agreement and understanding between the parties and cannot be changed or amended, except by written agreement executed by both parties.

22. Standard Conditions for Project Agreements between the Australian Center for International Agricultural Research (ACIAR) and Commissioned Organization(s)

Subject matter	Plant Genetic Resources, Animal Genetic Resources, Microbial Genetic Resources and sometimes uncharacterized Genetic Material transferred inadvertently: for example, microbes or parasites present in samples of plant material.
Summary of use(s)	Standard conditions of agreement require partners to enter into formal agreements for germplasm exchange. Maintenance of an intellectual property register for all relevant projects, but the information has been provided to us on the basis that it is for in-house use only.
Purpose or background	ACIAR, as part of the Australian Aid program, is a facilitator and funder of collaborative projects in international agricultural research, rather than an executor of the research projects itself. It facilitates (i.e. assists with design) and funds two types of projects: (a) Bilateral projects, which involve collaborations between Australian research organisations (for example, CSIRO, Universities, State Government departments, sometimes the private sector) and similar organisations in one or more developing countries in the region; and (b) Multilateral projects, led by International Agricultural Research centres (these are usually centres within the CGIAR system, but can also include some non-CGIAR centres). The CGIAR centres have their own policies for providing access to germplasm, and also maintain a publicly available database call "SINGER" (http://singer.cgiar.org).

	ACIAR has entered into about 100 contracts relating to either exchange of genetic resources and/ or biotechnology applications. For further information on the current projects ACIAR supports, please see: http://www.aciar.gov.au
Main Provisions	1. The total amount of funds payable by the Provider to the Recipient for the Services (including trips and equipments) is the "financial limitation" specified in the Project Agreement Letter. In performing the Services the Recipient shall not incur expenditure in any period in excess of the funds payable for that period in accordance with clause the contract without the written approval of the Provider . 2. The shall provide adequate and competent personnel to perform the Services and shall ensure that they undertake the Services in accordance with the terms and conditions of the Project Agreement. 3. The Provider and the Recipient shall have regard to the provisions of and fulfill all relevant obligations under international arrangements to which Australia is a signatory relating to intellectual property and biological resources including but not limited to: the International Undertaking on Plant Genetic Resources; the FAO trustee arrangements with international agricultural research centres; the Convention on Biological Diversity; the Agreement on Trade Related Aspects of Intellectual Property rights; and the provisions of the International Union for the Protection of New Varieties of Plant. Transfer and exchange of germplasm between the Recipient and collaborating Institution shall be subject to Materials Transfer and Acquisition Agreements and in accordance with the Convention on Biological Diversity. 4. The Recipient shall notify the Provider of the details of any Intellectual Property created as a result of the performance of the Services. Any notification shall be treated as Confidential Information by the Provider. Ownership of all Intellectual Property in the Material will in Australia, vest in the Recipient and will in the Collaborating Country, vest either in the Collaborating Institutions or an authority designated by the it. 5. The Recipient on agrees that it will enter into equitable arrangements with the Collaborating Institution in relation to the following matters: (a) the allocation of ownership of Intellectual Property in the Material ; (b) the terms of any licences ; (c) the terms of any licences of other Intellectual Property

	owned or licensed (d) the allocation of costs relating to the application for and maintenance of the Intellectual Property rights. Where ownership of Intellectual Property in the Material vests in the Recipient, it shall grant to the Provider a permanent, irrevocable royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit that Intellectual Property in all countries in which it is vested in the Recipient. 6. The Recipient agrees it shall not sub-licence or assign its Intellectual Property in the Material without first obtaining the prior written consent of the Provider , and in giving any such consent the Provider may impose any conditions it sees fit. 7. Where the Recipient intends to publish any article or paper of an academic, scientific or technical nature in regard to the Services or the Project, or to place any advertisement requesting applications from persons to perform any part of the Services, any such publication or advertisement must acknowledge the funding and other support provided by the Provider in regard to the Project. 8. The Recipient shall not, without prior written approval of the Provider , disclose to any person other than the Provider , any Confidential Information. In giving written approval, the Provider may impose such terms and conditions as it thinks fit. The obligation is reciprocal 9. The Recipient shall provide the Provider with Annual Reports on the anniversary date of commencement of the Project until the final year 10. The Provider shall provide necessary representation with appropriate officials of the Government of the Collaborating Country to assist in securing cooperation reasonably required for the successful completion of the Project.

23. Standard Material Transfer Agreement: International Treaty for Plant Genetic Resources for Food and Agriculture (ITPGRFA)

Subject matter	Plant Genetic Resources for Food and Agriculture
Summary of use(s)	Use of Materials for the purposes numerated in the Agreement. See Article 6.
Purpose or background	Article 12.4 of the Treaty provides that facilitated access under the Multilateral System shall be provided pursuant to a Standard Material Transfer Agreement, and the Governing Body of the Treaty, in its Resolution 1/2006 of 16 June 2006, adopted the Standard Material Transfer Agreement.
Main Provisions	1. The Provider undertakes that the Material is transferred in accordance with the following provisions of the a) Access shall be accorded expeditiously, without the need to track individual accessions and free of charge, or, when a fee is charged, it shall not exceed the minimal cost involved; b) All available passport data and, subject to applicable law, any other associated available non-confidential descriptive information, shall be made available with the Plant Genetic Resources for Food and Agriculture provided; c) Access to Plant Genetic Resources for Food and Agriculture under Development, including material being developed by farmers, shall be at the discretion of its developer, during the period of its development; d) Access to Plant Genetic Resources for Food and Agriculture protected by intellectual and other property rights shall be consistent with relevant international agreements, and with relevant national laws; e) The Provider shall periodically inform the Governing Body about the Material Transfer Agreements entered into, according to a schedule to be established by the Governing Body. This information shall be made available by the Governing Body to the third party beneficiary.

	2. The Recipient undertakes that the Material shall be used or conserved only for the purposes of research, breeding and training for food and agriculture. Such purposes shall not include chemical, pharmaceutical and/or other non-food/feed industrial uses. The Recipient shall not claim any intellectual property or other rights that limit the facilitated access to the Material provided under this Agreement, or its genetic parts or components, in the form received from the Multilateral System. In the case that the Recipient conserves the Material supplied, the Recipient shall make the Material, and the related information referred to in Article 5b, available to the Multilateral System using the Standard Material Transfer Agreement. In the case that the Recipient transfers the Material supplied under the Agreement to another person or entity (hereinafter referred to as "the subsequent recipient"), the Recipient shall a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement; and b) notify the Governing Body, in accordance with Article 5e. On compliance with the above, the Recipient shall have no further obligations regarding the actions of the subsequent recipient. In the case that the Recipient transfers a Plant Genetic Resource for Food and Agriculture under Development to another person or entity, the Recipient shall: a) do so under the terms and conditions of the Standard Material Transfer Agreement, through a new material transfer agreement, provided that Article 5a of the Standard Material Transfer Agreement shall not apply; b) identify, to the new material transfer agreement, the Material received from the Multilateral System, and specify that the Plant Genetic Resources for Food and Agriculture under Development being transferred are derived from the Material;

	c) notify the Governing Body, in accordance with Article 5e; and d) have no further obligations regarding the actions of any subsequent recipient. . In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement, and where such Product is not available without restriction to others for further research and breeding, the Recipient shall pay a fixed percentage of the Sales of the commercialized Product into the mechanism established by the Governing Body for this purpose. In the case that the Recipient commercializes a Product that is a Plant Genetic Resource for Food and Agriculture and that incorporates Material as referred to in Article 3 of this Agreement and where that Product is available without restriction to others for further research and breeding, the Recipient is encouraged to make voluntary payments into the mechanism established by the Governing Body for this purpose. The Recipient shall make available to the Multilateral System all non-confidential information that results from research and development carried out on the Material, and is encouraged to share through the Multilateral System non-monetary benefits that result from such research and development. After the expiry or abandonment of the protection period of an intellectual property right on a Product that incorporates the Material, the Recipient is encouraged to place a sample of this Product into a collection that is part of the Multilateral System, for research and breeding. A Recipient who obtains intellectual property rights on any Products developed from the Material or its components, obtained from the Multilateral System, and assigns such intellectual property rights to a third party, shall transfer the benefit-sharing obligations of this Agreement to that third party.

24. Uniform Biological Material Transfer Agreement, dated March 8, 1995 for the Transfer of Materials between Non-Profit Institutions and an Implementing Letter for the Transfer of Biological Material

Subject matter	MATERIAL: Original material, progeny, and unmodified derivatives. The material shall not include: (a) modifications, or (b) other substances created by the recipient through the use of the material which are not modifications, progeny, or unmodified derivatives.
Summary of use(s)	The MATERIAL is to be used: solely for teaching and academic research purposes; will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the provider; only at the recipient organization and only in the recipient scientist's laboratory under the direction of the recipient scientist or others working under his/her direct supervision; and will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
Purpose or background	The transfer of biological material between non-profit institutions.
Main Provisions	1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. 2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated. 3. The RECIPIENT shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED

	DERIVATIVES, or MODIFICATIONS. 4. Without written consent from the PROVIDER, the RECIPIENT may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use. 5. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES. 6. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government. 7. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL. 8. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE

	MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. 9. the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER. 10. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA. 11. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.

CBD Model contracts

1. Model Access and Benefits Sharing Agreement. Samples Exchange

Subject matter	Access to genetic material and Benefit Sharing
Summary of use(s)	Exchange of samples at no cost for not specified purposes
Purpose or background	PROVIDER and RECIPIENT shall take all necessary measures to ensure the respect, preservation, and maintenance of the knowledge, innovations, and practices of the communities of their respective countries; PROVIDER and RECIPIENT shall likewise take all necessary measures to ensure compliance with all the applicable laws, rules, guidelines and regulations of both countries.
Selected Obligations	1. All material used is the property of PROVIDER, 2. The material used shall be consumed during analysis; any remaining material shall either be destroyed upon completion of analysis or returned to PROVIDER after use. 3. The country of PROVIDER shall exclusively retain all intellectual property rights related to the material used and its derivatives. 4. Possibility to renegotiate the contract. The Parties shall maintain the conditions stipulated for the duration of the field work conducted. In the event of any changes, the Agreement shall be re-negotiated, taking into account: (conditions). 5. Collaboration Obligation between Parties 6. The research results published in respect of the material used shall be published jointly by RECIPIENT scientist(s) and PROVIDER scientist(s). RECIPIENT and PROVIDER shall duly acknowledge the source of the material in all publications related to the material used; RECIPIENT and PROVIDER shall send copies of the publications and preliminary reports related to the material used and its modifications to the

	Argentine Ministry of Environment and Sustainable Development.

2. Model Access and Benefits Sharing Agreement. Collaborative Project

Subject matter	Access to genetic material
Summary of use(s)	Collaboration in a Research Project
Purpose or background	The Provider does not have sufficient means or sufficient experience to undertake a study with this objective; The Recipient both has the means to finance said study for at least one year and has experience with multiple similar studies. Therefore, both Parties agree to execute a Collaboration Agreement.
Selected Obligations	1. Management of and responsibility for the development of the project shall be shared by both Parties. By mutual consent, the Parties may introduce research collaborators to the project. 2. The country of PROVIDER shall exclusively retain all intellectual property rights related to the material used and its derivatives. 3. The research results published in respect of the material used shall be published jointly by RECIPIENT scientist(s) and PROVIDER scientist(s). RECIPIENT and PROVIDER shall duly acknowledge the source of the material in all publications related to the material used; RECIPIENT and PROVIDER shall send copies of the publications and preliminary reports related to the material used and its modifications to the Argentine Ministry of Environment and Sustainable Development. 4. PROVIDER and RECIPIENT shall take all necessary measures to ensure the respect, preservation, and maintenance of the knowledge, innovations, and practices of the communities of their respective

	countries; PROVIDER and RECIPIENT shall likewise take all necessary measures to ensure compliance with all the applicable laws, rules, guidelines and regulations of their respective countries. 5. Research results shall be jointly published to reflect the collaboration. Both Parties shall disseminate the research results as extensively as possible, publishing said results in international periodicals. The Argentine Party shall, moreover, disseminate the results across all spheres of administration, particularly those of public administration, which might consider them useful. 6. The Agreement shall be valid for one year.

3. Model Access and Benefits Sharing Agreement. Material Transfer Agreement

Subject matter	Material Transfer
Summary of use(s)	Non commercial-scientific research
Purpose or background	The Parties agree to use the samples transferred between them provided that: (1) The Material provided shall be used by the Recipient Institution exclusively for the scientific research stipulated, and shall not be used for commercial purposes. In the event of discovery of a potential commercial use for a product or process which is or is not subject to copyright protection and which derives from the sample provided as genetic heritage under these terms, the Recipient Institution shall notify the Provider Institution of said discovery. The activity related to said potential use shall be suspended. In respect of the circumstances, a new contract containing the relevant legal provisions shall be executed.
Selected Obligations	1. No sample component of genetic heritage shall be released to a third party by the Recipient

	Institution without the prior execution of a new material transfer agreement between the original Provider Institution and the new Recipient Institution. 2. A Recipient Institution which receives a sample component of genetic heritage shall comply with these terms of material transfer in any transaction related to the sample in question. The Recipient Institution shall not be considered a Provider and shall not be entitled to any benefits related to the Material. 3. Any publication issuing from the study of the sample component of genetic heritage provided shall explicitly acknowledge the source of the material and recognize the Provider Institution. A copy of the publication in question shall be sent to the Provider Institution and to the Argentine Ministry of Environment and Sustainable Development. 4. Regardless of the length of time for which the material is lent (six months), this Material Transfer Agreement shall be valid for one year and may be renewed upon express formal request and mutual accord of the Parties prior to the expiration of the Agreement. Independently of the renewal of this Agreement, the commitments in respect of the material transferred under these terms shall survive indefinitely. 5. In the event of discovery of a potential commercial use for a product or process which is or is not subject to copyright protection and which derives from the sample provided as genetic heritage under these terms, the Recipient Institution shall notify the Provider Institution of said discovery. The activity related to said potential use shall be suspended. In respect of the circumstances, a new contract containing the relevant legal provisions shall be executed. Argentina shall have exclusive title to all intellectual property rights related to the material used and its derivatives. 6. Any remaining part or by-product of the sample shall be returned upon completion of analysis, unless the final destination of the material was stipulated beforehand. The material used shall be consumed during analysis; otherwise, any material remaining after analysis shall be destroyed or returned. 7. Both Parties shall disseminate the research results as extensively as possible, publishing said results in international periodicals. The Argentine Party shall, moreover, disseminate the results across all spheres of administration, particularly those of public administration, which might consider them

	useful. Research results shall be published jointly by Recipient and Provider. Recipient and Provider shall duly acknowledge the source of the material in all publications related to the material used; Recipient and Provider shall send copies of the publications and preliminary reports related to the material used and its modifications to the Argentine Ministry of Environment and Sustainable Development. Any publication issuing from the study of the sample component of genetic heritage provided shall explicitly acknowledge the source of the material and recognize the Provider Institution. A copy of the publication in question shall be sent to the Provider Institution and to the Argentine Ministry of Environment and Sustainable Development.

Other Model Contracts

1. Simple Letter Agreement for the Transfer of Materials

Subject matter	Biological Material and/or Related Information.
Summary of use(s)	To be completed on a case-by-case basis in the body of the Agreement itself.
Purpose or background	Teaching or not-for-profit research purposes only. The MATERIAL will not be further distributed to others without the PROVIDER's written consent The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
Selected Obligations	1. The MATERIAL is the property of the PROVIDER and is made available as a service to the research community. 2. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it. 3. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated.

2. Master Agreement

Subject matter	GENETIC MATERIALS.

Summary of use(s)	To be completed on a case-by-case basis in the body of the Agreement itself.
Purpose or background	The MATERIAL: (a) is to be used solely for teaching and academic research purposes; (b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER; (c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and (d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.
Selected Obligations	1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. 2. Without written consent from the PROVIDER, the RECIPIENT and/ or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. 3. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES. 4. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to

	others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government. 5. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL. 6. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.

3. ECCO core Material Transfer Agreement for the supply of samples of biological material from the public collection

Subject matter	BIOLOGICAL MATERIALS.
Summary of use(s)	To be completed on a case-by-case basis in the body of the Agreement itself.
Purpose or background	This Agreement applies to the use, handling, distribution and any disposition of the MATERIAL supplied by the COLLECTION.
Selected Obligations	1 RECIPIENT assures that within their laboratory (i) access to the MATERIAL will be restricted to personnel capable and qualified to safely handle said MATERIAL and (ii) RECIPIENT shall exercise the necessary care, taking into account the specific characteristics of the MATERIAL, to maintain and use it with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and to safeguard it

	from theft or misuse. 2. RECIPIENT may use the MATERIAL in any lawful manner for non-commercial purposes. 3. Nothing in this AGREEMENT grants RECIPIENT any rights under any patents, propriety, intellectual property, or other rights with respect to the MATERIAL 4. If the RECIPIENT desires to use the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSE(S), it is the responsibility of the RECIPIENT, in advance of such use, to negotiate in good faith the terms of any benefit sharing with the appropriate authority in the country of origin of the MATERIAL, as indicated by the COLLECTION's documentation. 5. RECIPIENT agrees to acknowledge the COLLECTION as the source of the MATERIAL in any and all publications that reference the MATERIAL.

Agreements in the Economic Literature

A review on the existing bioprospecting contracts

Contractors and Legal Nature of the parties	Date of Signature, Duration and Possibility to Renew	Contract Payment of biodiversity	R&D, Patenting and Biodiversity Protection Obligations	Other Obligations
INBio (national biodiversity institute of Costa Rica, non-profit, public interest organization &Merck (private company)	1991 (2 years) Renewable	Lump-sum transfer	- Royalties Sharing -Technology transfer to develop local preparations and screening capabilities - Obligation for the private company to financially contribute to protect biodiversity	No Exclusive contracts - Common use of the resource
ICBG (International Cooperative	1993	Lump-sum	- No Royalties Sharing	No Exclusive contracts

Biodiversity Group, U.S: governmental venture) & Bristol-Myers Squibb, Monsanto, and Glaxo Wellcome (consortium of private companies)	(5 years) Renewable	transfer	- No technology transfer to develop local preparations and screening - Obligation for the private company to financially contribute to protect biodiversity	- Common use of the resource
European botanical Gardens (EU public institutions) & U.S. Phytera (private company)	1996 (11 years) Renewable	Payment per plant	'-Royalties Sharing - No technology transfer to develop local preparations and screening - No Obligation for the private company to financially contribute to protect biodiversity	Exclusive contracts - Common use of the resource
TBGRI (Tropical	1996	Lump-sum	- Royalties Sharing	Exclusive contracts

Botanical Garden and Research Institute in Kerala, public institutions) & Arya Vaidya Pharmacy Coimbator Ltd (private company)	(11 years) Renewable	transfer	-Technology transfer to develop local preparations and screening capabilities. Investment in the Kani Community for human capital formation - Obligation for the private company to financially contribute to protect biodiversity	- Common use of the resource
Yellowstone National Park (U.S. public institution) & Diversa (private company)	1997 (10 years) Renewable	Lump-sum transfer	Royalties Sharing - No Technology transfer to develop local preparation and screening capabilities. - No Obligation for the private company to financially contribute to protect biodiversity	No Exclusive contracts - Common use of the resource

CSIR (The Bio/Chemtek division of South Africa's Commission on Scientific and Industrial Research, public institution) & Diversa (private company)	1998 (9 years) Renewable	No monetary transfer	No Royalties Sharing Technology transfer to develop local preparations and screening capabilities for traditional healers No Obligation for the private company to financially contribute to protect biodiversity	Exclusive contracts - Common use of the resource
Brazilian Extracta (public institution) & Glaxo Wellcome (private company)	1999 (3 years) Non Renewable	Lump-sum transfer	Royalties Sharing Technology transfer to develop local preparation and screening capabilities Obligation for the private company to financially contribute to protect biodiversity	No Exclusive contracts - Common use of the resource

Department of Chemistry University of South Pacific (public institution) & Smith Kline Beecham (private company)	1995 (3 years) Renewable	Non Monetary	Royalties Sharing Technology transfer to develop local preparation and screening capabilities. Investment in the Verata Community for human capital formation Obligation for the private company to financially contribute to protect biodiversity	Exclusive contracts - Common use of the resource

Sources: Onofri and Ding (2011)

Annex 3: Survey to map the terms and conditions of the actual exchange practices of materials

About this survey

Many studies have analysed practices and motivations relating to conservation and transfer of culturable micro-organisms. The transfer of such materials are in general found to be happening in both formal channels (for example, through the culture collections that are members of the World Federation for Culture Collections) and informal channels (for example, through bilateral exchanges between research laboratories). However, not many have attempted to analyse the exchange practices of DNA materials that are not in culturable micro-organisms.

This questionnaire is part of the first attempt to study in detail practices and motivations relating to conservation, transfer and sharing (non-exclusive use) of DNA materials that are not in culturable micro-organisms. As in previous research, we intend to focus on different kinds of exchange practices, economic motivations, social (non-economic) motivations and material transfer related conditions.

The questionnaire will focus on motives for and problems/obstacles with transfer and sharing of DNA materials in various initiatives that use such materials (which can be a project by one institution, an initiative lead by a consortium of institions, etc.).

Please note that the following terms have been used in this survey with the below provided meanings:

Initiative: A project under the leadership of one or more institutions (for example, MICROB3)

Partners: Institutions (for example, universities) taking part in the initiative

Materials: DNA materials that are not in culturable micro-organisms. They can be portions of solutions containing DNA or plasmid/other micro-organisms where specific DNA segments have been incorporated.

Material contributors: Persons or institutions contributing materials to the initiative for the purpose of facilitating conservation or exchange of those materials

Local authorities: Local government or local level administrative bodies

National authorities: National government or national level administrative bodies

Regional authorities: Regional government or regional level administrative bodies

We wish to interview several persons within the same organization/initiative, as our focus is on socio-economic behaviours within organisations/ institutional context, and not in personal socio-psychological profiles. So we would really appreciate your help in finding other individuals within your initiative, whom we can contact later for further interviews.

We thank you for your time and welcome you to this interview!

*1. Name of the person who conducted this interview

*2. Date of interview and location of interview

Date:

Location (if it is a telephonic/ skype interview, please mention it as telephonic/ skype interview):

General information

3. Name of the initiative

4. Year of establishment of the initiative

5. Name of the interviewee and role in the initiative

6. What are the major objectives of the initiative?

7. Who are the major partners in this initiative?

8. What are the major additional values brought in by the initiative, as compared to other initiatives in this area?

About conservation and exchange practices

9. Types of materials that are conserved and/or exchanged by your initiative:

10. Types of formats under which those materials are stored at your initiative (Please also indicate in brackets the approximate percentages of each of those formats in the whole collection)

11. Which of the following best describes the average frequency of distribution of materials from your initiative?

- Several times each month
- Once in a month
- Twice in a year
- Once in a year

12. With whom does your initiative share materials?

- We do not share materials with those outside the initiative
- We share materials with any researcher/ institute, upon request
- We share materials only with select researchers/ institutions

13. If you have answered "We share materials only with select researchers/ institutions" for the above question, could you please indicate whether you will share materials with the categories of researchers listed below:

	Yes	No	MAY consider
Students and post-doctoral researchers at your institution	○	○	○
Former students and post-doctoral researchers at your institution, who may now have moved to other institutions	○	○	○
Researchers working under the same project contract	○	○	○
Well known and respected senior researchers in the field	○	○	○
Researchers whom you meet regularly at international conferences/ scientific meetings	○	○	○

14. What percentage (approximately!) of the research budget of your initiative is allocated for the following:

	0%	1-25%	26-50%	51-75%	76%-100%
collecting materials	○	○	○	○	○
sharing materials	○	○	○	○	○

15. Does your initiative have separate funds that can be used for making materials publicly available?

- ○ No
- ○ Yes
- ○ I do not know

16. Does your initiative have sufficient rights for making materials publicly available?

- ○ No
- ○ Yes
- ○ I do not know

17. Does your initiative have sufficient infrastructure for storing and providing access to materials?

- ○ No
- ○ Yes
- ○ I do not know

18. Does the funding agency of your initiative mandate sharing of materials with all researchers?

- No
- Yes
- I do not know

About the material contributors within the initiative

19. Which of the following best describes the geographical location of the material contributors within the initiative

- [ ] Most contributors are from within the same building
- [ ] Most contributors are from within the same institution, though located in different geographical areas
- [ ] Most contributors are from within the same country
- [ ] Most contributors are from North America and Europe
- [ ] Contributors are from different countries, including those outside North America and Europe

20. Who are the material contributors within the initiative? (may select more than one option)

- [ ] Employees whose professional working time is paid by the initiative
- [ ] Employees whose professional working time is paid by other organizations (for example, partner institutions)
- [ ] Voluntary participants

21. If there are material contributors who are just voluntary participants, do they know each other outside the initiative or are they rather isolated individuals working together within the initiative?

- [ ] Yes, they generally know each other outside the initiative
- [ ] No, they are rather isolated individuals
- [ ] I don't know

22. Which of the following best characterises the material contributors in your initiative?

- ○ A group of contributors where all or nearly all have a similar level of motivation for material sharing
- ○ A group of contributors where about half have a similar level of motivation for material sharing
- ○ A group of contributors where only some have a similar level of motivation for material sharing

23. Could you please indicate your extent of agreement (as a representative of this initiative) to the following statements:

I contribute materials to this initiative because of ...

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
the possibilities to increase the reputation within the scientific community	○	○	○	○	○
the possibilities to commercialise new products and earn royalties on them	○	○	○	○	○
the possibilities to increase the research fundings for my group and/or my organisation	○	○	○	○	○
the possibilities to influence legal and policy changes in a direction that promotes more open material sharing	○	○	○	○	○
the possibilities to improve the social relationships within the scientific community	○	○	○	○	○
my sense of duty to do so	○	○	○	○	○
the personal gratification I get from sharing materials	○	○	○	○	○

Others (please specify)

24. Could you please indicate your extent of agreement (as a representative of this initiative) to the following statements:

Most people contribute materials to this initiative because of ...

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
the possibilities to increase the reputation within the scientific community	○	○	○	○	○
the possibilities to commercialise new products and earn royalties on them	○	○	○	○	○
the possibilities to increase the research fundings for their group and/or organisation	○	○	○	○	○
the possibilities to influence legal and policy changes in a direction that promotes more open material sharing	○	○	○	○	○
the possibilities to improve the social relationships within the scientific community	○	○	○	○	○
their sense of duty to do so	○	○	○	○	○
the personal gratification they get from sharing materials	○	○	○	○	○

Others (please specify)

25. According to you, how important are the following benefits for the material contributors in your initiative?

	Not at all important	Moderately important	Very important	I do not know
Proper attribution to the source of materials during any use of the materials	○	○	○	○
Possibilities to get fiscal incentives or direct payments from governmental bodies that incentivize material sharing	○	○	○	○
Payments from the initiative in return for sharing the materials	○	○	○	○
Sharing of royalties and/ or revenues from the sale/commercialization of materials	○	○	○	○

Others (please specify)

26. How frequently does the material contributors in your initiative receive the following benefits?

	Regularly	Occasionally	Never
Proper attribution to the source of materials during any use of the materials	○	○	○
Fiscal incentives or direct payments from governmental bodies that incentivize material sharing	○	○	○
Payments from the initiative in return for sharing the materials	○	○	○
Royalties and/ or revenues from the sale/commercialization of materials	○	○	○

About the organisational aspects of the initiative

27. Financial source(s) of the initiative (may select more than one option)

- ☐ Public funding
- ☐ Grants from private donors
- ☐ Sale of products or services

Others (please specify)

28. Could you please indicate the type of involvement of the following stakeholders in your initiative?

	No involvement	Involved to some degree in designing the overall objectives of the initiative	Involved to some degree in managerial and operational tasks	Involved to some degree as a passive participant in the initiative
Local public authorities	○	○	○	○
National public authorities	○	○	○	○
EU authorities	○	○	○	○
Private sector enterprises	○	○	○	○
Non-profit organisations	○	○	○	○
Media	○	○	○	○
Private persons with specific relevant expertise	○	○	○	○
Employees of partners in the initiative	○	○	○	○

Others (please specify)

29. Within the initiative, who takes the decisions with respect to following aspects:

	One key individual	One key individual and some partners	Collectively by all partners
Day to day task management	○	○	○
Defining long term objectives and purposes	○	○	○

30. How does your initiative work for achieving the goals of your initiative?

31. How important are the following for the implementation of the goals of your initiative?

	Not at all important	Moderately important	Very important
Formal meetings with the material contributors	○	○	○
Formal meetings with the partners	○	○	○
Informal meetings with the material contributors	○	○	○
Informal meetings with the partners	○	○	○
The trust within the initiative with regard to transperancy of financial transactions	○	○	○
Regular auditing by the funding agency on financial and technical performance of the initiative	○	○	○
Public visibility of the initiative through Information and promotional materials (for example, newsletters, media campaigns, etc.)	○	○	○
Feedback from users/beneficiaries of the initiative	○	○	○
Supervision by employees of partners in the initiative	○	○	○

Others (please specify)

About the legal and policy measures taken by the initiative

32. Is there a written material transfer policy within your initiative?

- ○ No (If you have chosen this option, please skip to question 40)
- ○ Yes

33. If the answer to the above question is "Yes", is the material transfer policy mandatory or advisory in nature?

- ○ Mandatory
- ○ Advisory
- ○ I do not know

34. If the answer to question 32 is "Yes", could you please provide a copy of the material transfer policy ?

- ○ No
- ○ Yes

35. If the answer to question 32 is "Yes", is the initiative following the same material transfer policy from the beginning?

- ○ No
- ○ Yes

36. If the answer to the above question is "No", when and why did the policy change?

When did the policy change?

Why was the policy changed?

37. Does the material transfer policy impose any usage related restrictions on the transferred materials? (for example: allow only non-commercial uses of the materials, prohibition of further transfer of materials, etc.)

- ○ No
- ○ Yes, usage related restrictions are part of the general material transfer policy
- ○ Yes, but usage related restrictions are applicable only to some users (recipients of materials)

If you have answered "Yes, usage related restrictions are part of the general material transfer policy" or "Yes, but usage related restrictions are applicable only to some users", could you please provide the details of the restrictions imposed

38. In general, is the implementation of the material transfer policy monitored regularly?

- No
- Yes

39. Could you please indicate the relative effectiveness of the following measures for preventing deviations from the material transfer policy of your initiative?

	We do not use this measure	Not at all effective	Moderately effective	Very effective
Excpulsion from the initiative				
Temporary suspension of certain rights (For example, suspension of right to vote in meetings)				
Monetary fines				
Social pressure approach (For example, naming and shaming in open platforms within the group)				

Others (please specify)

40. Does your initiative use a written license agreement, while providing access to materials

- ○ No (If you have chosen this option, please skip to Question 45)
- ○ Yes

41. If the answer to question 40 is "Yes", could you please mention the type of license used?

- ☐ I do not know
- ☐ License Agreement drafted by the initiative

Other (please specify)

42. If you have answered "Yes" to Question 40, could you please provide a copy of that license agreement ?

- ○ No
- ○ Yes

43. In general, is the compliance with the material transfer agreement monitored regularly?

- ○ No
- ○ Yes
- ○ I do not know

44. If you have answered "Yes" to both questions 40 and 44, could you please tell what measures are taken for ensuring compliance with the material transfer agreement

45. If the answers to both question 40 and question 32 were "No", could you please explain the conditions you normally impose (may be, informally!) while sharing materials?

About the effectiveness of laws and regulations in the area of material tra...

46. To what degree do you agree with the following statements:

	Not at all	To a small degree	To a moderate degree	To a large degree
I have access to information about the formal rules and regulations applicable to material sharing	○	○	○	○
I know the formal rules and regulations applicable to material sharing	○	○	○	○

47. Please select your THREE major sources of information on formal rules and regulations regarding material sharing that applies to your initiative (in the order of their importance, where 1 indicates highest importance and 3 indicates the lowest importance):

- [ ] National authorities
- [ ] Local authorities
- [ ] Regional authorities
- [ ] International organisations
- [ ] Internet (for example, the website of the funding agency)
- [ ] Professional advisers
- [ ] NGOs
- [ ] Others (Please specify)

48. To what extent do you agree with the following statements regarding the role of formal rules and regulations in the implementation of objectives of your initiative?

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
The rules and regulations in this area are well specified	○	○	○	○	○
The rules and regulations in this area are adequately implemented	○	○	○	○	○
If there is a breach of rules and regulations, sanctions are proportional to the offence	○	○	○	○	○
If the rules and regulations include an incentive mechanism, this is appropriately applied	○	○	○	○	○
Existing rules and regulations are detrimental to the initiative	○	○	○	○	○

Other comments (please specify)

Future steps

49. If you wish to increase the support for your initiative, what would be your priority ? (Rank 1 indicates highest priority while Rank 3 indicates the least priority)

	Do better what you are already doing
	Expand the initiative geographically
	Expand the initiative to other scientific areas

50. How important are the following short term priorities, for further development of the initiative? (Rank 1 indicates highest priority while Rank 3 indicates the least priority)

	Increase the number of partners involved in managing the initiative
	Increase the quality of management of the initiative
	Increase the number of (material) contributors participating in the initiative

51. In your opinion, how should this initiative develop in the future?

52. Could you please suggest some names from other partner institutions / key persons within or related to the initiative, whom we can contact for this study? In addition, could you suggest a name of a policy official / administrative person that is following up your initiatives or similar initiatives involving transfer of DNA materiall in your field.