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Agreement on Access and Benefit-sharing for Academic Research

A toolbox for drafting Mutually Agreed Terms for access to Genetic Resources and to Associated Traditional Knowledge and Benefit-sharing

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Akademie der Naturwissenschaften
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Académie des sciences naturelles

Editor
Swiss Academy of Sciences (SCNAT)
Swiss Biodiversity Forum
House of Academies
Laupenstrasse 7, P.O. Box, 3001 Bern
abs@scnat.ch, www.biodiversity.ch

Authors
Susette Biber-Klemm, Sylvia I. Martinez, Anne Jacob, Ana Jevtic

Design
Olivia Zwygart

Photocover
pablo-escobar / photocase.de

Photos:
Sylvia I. Martinez, Basel, Switzerland

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Foreword

The Swiss Academy of Sciences (SCNAT) advocates research in a mutually trustful atmosphere. It is therefore with great pleasure that it makes available to interested stakeholders – providers and users alike – this example of an Agreement on Access and Benefit-sharing (ABS) with contractual clauses. The Agreement is meant to serve as a tool for trustful, fair and transparent negotiations of ABS contracts and to actively support the implementation of ABS regulations.

The Agreement focuses on academic, mainly non-commercial research. The Swiss Academy of Sciences firmly believes that non-commercial research is essential to achieve the goals of the Convention on Biological Diversity (CBD), the conservation and the sustainable use of biological diversity. Moreover, such research generates (non-monetary) benefits that contribute to education, to the advancement of knowledge and to technology transfer. By keeping in mind these premises, the Swiss Academy of Sciences has elaborated this Agreement, with substantial input and support from national and international partners.

The proposed set of model clauses allows to set up a contract that is adapted to the individual situation and that is mutually agreed upon by the negotiation partners.

The Agreement aims at creating transparent and legally secure relations between users and providers of genetic resources and associated traditional knowledge. The suggested terms and clauses are intended to meet the needs of both, the providers of the genetic resources and the researchers seeking access, and to ensure fair and equitable sharing of benefits. Its ultimate goal is to ease the negotiations of the mutually agreed terms, to enhance mutual trust, and to prevent unnecessary transaction costs in its negotiation and implementation.

The Swiss Academy of Sciences wishes and hopes that the Agreement contributes to facilitating access to genetic resources and associated traditional knowledge by academic research and to fair and equitable sharing of the benefits related to the research process.

Marcel Tanner
President SCNAT

Introduction

This document contains a toolbox to set up an agreement on mutually agreed terms for access to genetic resources and traditional knowledge associated with genetic resources (associated traditional knowledge) and the sharing of benefits resulting from their utilization. It is designed for the use by providers of genetic resources and associated traditional knowledge and academic researchers.

The sample agreement is set up according to the provisions on access and benefit-sharing of the Convention on Biological Diversity and of the Nagoya Protocol. It is mainly based on Articles 2 (use of terms), 5.1 (fair and equitable benefit-sharing), 6 (access to genetic resources) and 7 (access to traditional knowledge associated to genetic resources) of the Nagoya Protocol. It contains model contractual clauses according to Article 19.1 of the Nagoya Protocol.

It can be used in various cases of biodiversity research: research in systematics, ecology and evolution; identification and isolation of active compounds; and genetic research. Likewise, it can be adapted to different needs of providers and users.

To allow for this, the Agreement is available free of charge as Word document. You may adapt it to your needs, reproduce or share the original or the adapted version, under the condition that there is no monetary advantage linked to the transfer, and that the recipient is bound to the same conditions (Creative Commons License 4.0).

The Agreement serves as a template and could be applied to fill the gap where no national tools are available or in cases where agreements focus on commercial activities and are not applicable to academic research. The proposed text may also be used as a checklist for items that need to be agreed upon when negotiating access to genetic resources and benefit-sharing for academic research, or as inspiration for providers that draft standard contracts.

This model ABS-Agreement cannot replace legal requirements in the country providing genetic resources and/or associated traditional knowledge, nor in the country where such resources or such knowledge are utilized. All users should be aware that any ABS contract has to respect the access and benefit-sharing legislation or regulatory requirements of both, the provider and the user country.

Suggestion and feedback by users of this tool are most welcome. Write to abs@scnat.ch

Concept

The Agreement is adapted to the specific situation of academic, mainly non-commercial research sponsored by public funding. Its basic premise is that the mutually agreed terms, as stipulated in Article 15 of the Convention on Biological Diversity and Article 6 of the Nagoya Protocol, are a bilateral contract concluded between providers and users, resulting from their fair negotiations on the terms of access and benefit-sharing. It encourages involved parties to take account of each other's specific needs and circumstances.

We assume the following basic scenario:

- The resources are accessed by a researcher/research team under the lead and responsibility of a research institute.
- The research purpose is primarly non-commercial, aiming at providing publicly available results. Therefore, the research results have to be published, according to good scientific practice.
- Unexpected research results might spark reflections towards their utilization in a commercial context.
- Benefits are non-monetary as a rule. They usually accrue during the research process.

The Agreement takes account of various research activities by proposing options for the following conditions:

- Different access situations (e.g. access to genetic resources vs. access to associated traditional knowledge; access to specified taxa vs. the need to identify the samples after collection);
- Different models of research cooperation;
- Diverse needs of the provider to monitor the implementation of the agreement;
- Specific aspects of academic research, such as the need to publish results and the exchange of data, storage and accessibility of samples and so on.

How to use this toolbox to set up your Mutually Agreed Terms

This model agreement aims at covering all issues that might arise in the relationship between providers and academic researchers with a non-commercial research intent. It is set up as a toolbox. This enables the involved parties to compose a contract on mutually agreed terms tailored to their needs. We recommend that both parties possess the full text of the Agreement in order to foster discussions on options and to seek solutions to disagreements that might arise.

The Agreement consists of an explanatory part (left column) and different types of clauses (right column) consisting of:

- General clauses. This includes the preamble and the definition of terms (clause 1);
- Clauses on substantive issues (clauses 5 to 16);
- Clauses on procedural matters (clauses 17 to 19).

The clauses on substantive issues as a rule offer two or more options to be selected by the parties according to the situation and their wishes.

The first paragraph of each clause (marked blue) is considered a basic item. Assembling these basic clauses will form a **fully functional contract for simple non-commercial research situations**. The full, cohesive text of such simple Mutually Argeed Terms that the authors propose is available in Annex III.

In some cases the options stand for different situations of access. Here a choice between different options has to be made.

In more complex situations, each agreement must be compiled according to the specific needs of the parties engaged in the negotiations.

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Comments

The Agreement is designed to support academic, mainly non-commercial research, such as research in taxonomy, ecology, biochemistry and genetics, to foster conservation and the environmentally sound and sustainable use of genetic resources, and to ensure the fair and equitable sharing of benefits resulting from the research in Genetic Resources and Associated Traditional Knowledge.

If the Provider is a holder of Associated Traditional Knowledge, a separate Agreement between researchers (as the User) and the holder of Associated Traditional Knowledge (individual, community, legitimate representative of the community) needs to be concluded (see Annex II for elements to include).

Agreement: Clauses and Options

Preamble

The objective of this Agreement is to provide a sound basis for cooperation, transparency, communication and trust between the parties to the Agreement, taking account of the concerns of both, Providers and Users of genetic resources.

Its purpose is to define the Mutually Agreed Terms between its parties relating to access to and utilization of the Genetic Resources as well as the sharing of benefits resulting from their Utilization in accordance with the Nagoya Protocol to the Convention on Biological Diversity.

Option 1
As the User seeks access to Traditional Knowledge Associated to Genetic Resources, he/she will conclude an ancillary agreement with the holder(s) of Associated Traditional Knowledge, according to the domestic ABS regulatory requirements of the provider country.

Option 2
As the Genetic Resources to be accessed are situated on private land/a collectively owned territory, or are in private property, an ancillary agreement will be concluded with the owner, according to the domestic ABS regulatory requirements of the Provider Country.

The Agreement has been drafted as a basis for negotiations with the competent authority that is designated by the domestic ABS regulation ("provider") as the party to the Agreement. It is responsible for fulfilling the obligations under Clause 11 of this Agreement.
The Agreement could also be applied in negotiations with competent institutions of delegated entities such as e.g. federal or decentralized governments.
Selected elements may also be used for ancillary agreements with holders of Associated Traditional Knowledge and/or private owners of Genetic Resources (see Annex II).
The User can only be a research institution; an individual researcher may act on behalf of it.
The data of both the User and Provider serve as reference and contact point in the communication between the parties. The indicated research institution shall be held as the responsible body during the term of the Agreement. The competent national agency will be responsible for maintaining the Agreement.

Parties to the Agreement

The Agreement is entered into on
[→ INSERT the date]

by and between

[→ INSERT the name and details of the following:

- *State and Institution (Competent National Authority, according to Article 13 of the Nagoya Protocol and the domestic regulations of the Provider)*
- *The contact person responsible for the implementation of the Agreement on behalf of the institution]*

together hereinafter referred to as the *"Provider"*, and

[→ INSERT the name and details of

- *The responsible research institution*
- *The representative of the research institution responsible for the implementation of the Agreement]*

Together hereinafter referred to as the *"User"*.

This clause contains definitions of the terms used in the Agreement. The Parties are however free to replace or customize the terms in accordance with their needs and in particular in accordance with the planned research activities. They can also opt between narrow or broader definitions by excluding or including different options.

The terms defined in this clause are marked by uppercase initials throughout the Agreement.

1 Use of Terms in the Agreement

This Agreement uses the terms as defined in Article 2 of the Nagoya Protocol, unless otherwise defined in this Agreement.

1.1 Genetic Resources

Genetic Resources means any material of plant, animal, microbial or other origin containing functional units of heredity and of actual or potential value (Article 2.10 of the Convention on Biological Diversity).

1.2 Utilization of Genetic Resources

Utilization of Genetic Resources means to conduct research and development on the genetic and/or biochemical composition of genetic resources, including through the application of biotechnology (Article 2 [c] Nagoya Protocol).

Option 1.3.1 is identical to Article 2(e) of the Nagoya Protocol. It is the option that should in principle be used.

1.3 Derivatives

Option 1.3.1

"Derivative" means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity (Art. 2 [e] Nagoya Protocol).

In addition there are two more options that differ in scope:

In the second option, the derivative (and potential rights associated) is linked to the accessed genetic resource.

Option 1.3.2

Derivative means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, *contained in the Genetic Resource accessed*, even if it does not contain functional units of heredity.

The third option is much broader, including a biochemical compound even if separated from the Genetic Resources. This means that also utilization (i.e. research and development) conducted on the biochemical compound that have been accessed in extracted form in the country of origin/ from the producers, fall under the agreement.

Option 1.3.3

Derivative means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity, accessed in the country of origin/from the producers of the derivative, also if separated from the Genetic Resource.

This clause contains activities that might be important for a later commercialization, but are not yet a commercialization in themselves. They are included because such actions by the User – if not properly agreed upon – may generate mistrust and misunderstandings (see comments to clause 7).

1.4 Commercial Intent

Within the scope of this Agreement, Commercial Intent is indicated by actions such as filing a patent application, obtaining intellectual property rights or other tangible or intangible rights; or the transfer of the Genetic Resources to a for-profit organization.

Square brackets [ ] indicate parts that can be left out or integrated, according to the given situation and needs.

1.5 Commercialization

Commercialization means the generation of any kind of economic benefits from utilized Genetic Resources [and/or Associated Traditional Knowledge]. It means in particular any sale, lease, licensing of utilized Genetic Resources, as well as applying for market admission/marketing of the Products generated thereof.

The Prior Informed Consent may consist in a research permit, if so declared by the Provider.

1.6 Prior Informed Consent

Prior Informed Consent means the unilateral declaration of the Provider that he/she has been informed about the planned research and that he/she is willing to provide the required access to Genetic Resources.

The Mutually Agreed Terms may be contained in one document, or in a main document and ancillary agreements with specific stakeholder groups, such as holders of Associated Traditional Knowledge or private owners of Genetic Resources.

1.7 Mutually Agreed Terms
The Mutually Agreed Terms are an agreement negotiated between the Provider and the User of the Genetic Resources [and/or holders of Associated Traditional Knowledge] according to the ABS regulatory requirements of the country providing the resources. The Mutually Agreed Terms regulate conditions for the access to the Genetic Resources [and/or to their Associated Traditional Knowledge] and the fair and equitable sharing of benefits that result from their use. They are adapted to the specific access situation

Definition by the Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore (IGC) WIPO. Accessible at www.wipo.int/tk/en/resources/glossary.html#50

1.8 Traditional Knowledge Associated with Genetic Resources
Associated Traditional Knowledge is knowledge resulting from intellectual activity in a traditional context that is specific or general in its relationship to genetic resources. It includes know-how, practices, skills and innovations. It can be found in a wide variety of contexts, including: agricultural knowledge; scientific knowledge, technical knowledge, ecological knowledge, medicinal knowledge, including related medicines and remedies; and biodiversity-related knowledge.

1.9 Product
Product means the result produced, obtained, extracted or derived from the utilization of the Genetic Resource [and Associated Traditional Knowledge].

1.10 Provider
The Provider is the national competent authority designated according to Article 13.2 of the Nagoya Protocol. In some cases the Provider might also be an institution established in accordance with domestic regulations of the provider country that is competent and responsible for the negotiation and conclusion of this ABS contract. The provider is represented by the contact person responsible for the implementation of the Agreement on behalf of the institution.

The provider country may have its own, specific definition of the term.

1.11 User
The User is the research institution responsible for the execution of the research project. It may be represented by the person leading the project.

Regarding the relation with Third Parties see clause 8.

1.12 Third Party
Third Party means any person or institution other than the Provider, the User and any collaborator under their control or supervision.

1.13 Unauthorized Person
Unauthorized Person means any person that came into possession of the Genetic Resources without the authorization of the User and/or the Provider.

2 Prior Informed Consent

Article 15.5 of the Convention on Biodiversity and Article 6.1 of the Nagoya Protocol state that access to the genetic resource shall be subject to prior informed consent of the Party providing access. Note that Parties are free to waive the requirement of their prior informed consent for accessing the genetic resources. In these cases there are no ABS requirements but there might be other conditions for access.

Clause 2 provides two options for the prior informed consent:

The first option applies to cases where access to genetic resources is subject to a formal Prior Informed Consent by the Provider, based on the submitted research project. The project should contain information on resources to be accessed, planned utilization, prospective or intended benefits to be shared.

Prior informed consent can also consist in a research permit, if so intended by the Provider.

Option 2.1
The Agreement is based on the Prior Informed Consent issued beforehand by the Provider to the User granting access to the Genetic Resources concerned. The document on Prior Informed Consent [and the research project it is based on] is attached to this Agreement and is considered its integral part.

This option applies to cases where the Provider determined that the Prior Informed Consent is included in the Mutually Agreed Terms.

Option 2.2
The Provider hereby confirms that he/she has been informed on the research project by the User and consents to provide access to genetic resources *in-situ* and/or *ex-situ* necessary to carry out the research in accordance with the research project attached to this Agreement. He/she herewith gives his/her Prior Informed Consent.

3 Genetic Resources to be accessed

Here, the Parties may list names of species or strains of the material to be accessed or any other attributes that may help to define the genetic resources.

Option 3.1
The User shall have access to the following Genetic Resource(s):

[→ INSERT list of the Genetic Resources to be accessed (Scientific name, place of collection)].

The list may include identified and unidentified species. If there are unidentified species/strains in the submitted list, option 3.3 may apply, too.

Option 3.2
Since the species/strains present at the collection site are not known to the User at the time of concluding this Agreement, a general account of species/strains most likely to be collected is given in Annex *[→ INSERT XX]* of this Agreement.

Option 3.3
1. A list of the collected samples according to the researcher's field-notes is presented to the Provider within *[→ INSERT XX]* months after having gathered the samples.
2. If the collected samples cannot be identified within the above prescribed period, their identification has to be shared with the User as soon as it is available.

For the meaning of the term "utilization" see clause 1.2.

4 Utilization

Option 4.1
Genetic Resources [and Associated Traditional Knowledge] may be utilized non-commercially, including for academic research and collections, and for training, teaching and education.

Option 4.2
The Genetic Resources may be used to conduct research and development on their genetic and/or biochemical composition.

Option 4.3
The Genetic Resources shall be used exclusively for the following purposes: *[→ INSERT allowed activities and/or uses]*.

For the definition of the term see clause 1.4.

5 Commercial Intent

Option 5.1
If the Utilization of the Genetic Resources [and Associated Traditional Knowledge] changes from non-commercial research to research with a Commercial Intent, such change requires a new Prior Informed Consent in writing issued by the Provider. The

terms for the new Utilization shall be subject to a separate agreement (Mutually Agreed Terms) between the involved parties.

Option 5.2 answers the need of researchers to being able to patent the results of research without delay. In the case of a later commercialization, clause 6, either option 6.1 or 6.2 are applicable, as decided upon by the parties.

Option 5.2
The Provider herewith consents to change from non-commercial research to research with a Commercial Intent in the utilization of the Genetic Resources; in particular to the patenting of the research results.

6 Commercialization

For the definition of the term "commercialization" see clause 1.5.

Option 6.1
Any Commercialization of the Genetic Resources shall require a new Prior Informed Consent in writing issued by the Provider. The terms of such Commercialization shall be subject to a separate agreement (Mutually Agreed Terms) between the involved parties.

Option 6.2 is in favor of commercialization; its rationale is to facilitate the generation of economic benefits and their sharing with the Provider of the Genetic Resources.

Option 6.2
The Provider herewith consents to the Utilization with Commercial Intent and the Commercialization of the product resulting from the Utilization of the Genetic Resources. In the case of Commercialization, the User shall provide *[→ INSERT percentage]* of the net profit to the Provider.

7 Intellectual Property Rights

The rationale of this clause is that patenting of the research results does not mean that these can/will be used in a commercial context. This is why patenting and commercialization are treated as two different issues.

The options answer to different interests and needs of Providers and Users respectively.

Option 7.1
The User shall not claim any Intellectual Property Rights over the Genetic Resources [in the form received].

Option 7.2 takes into account that – given the frequently competitive situation in research – a patent needs to be applied for as promptly as possible. The interest of the Provider can be protected by choosing option 1 in clause 6, asking for new PIC in the case of commercialization.

Option 7.2
The Provider agrees that the User applies for Intellectual Property Rights for the results of his research.

The additional Mutually Agreed Terms determine inventorship and ownership taking into account the role and contributions of the persons involved in the development of the invention as well as the contribution of the Genetic Resources. Ownership shall reflect inventorship. In the case of a jointly owned invention between the Provider and the User, the invention agreement provides for fair and equitable sharing of patent costs, income, and invention management responsibilities.

Option 7.3
If the User wants to obtain Intellectual Property Rights on research results such act shall be treated as a Commercial Intent. An additional agreement (MAT) shall be negotiated in good faith under clause 5.1 of the present Agreement.

This Option answers to the situation that the User is not interested in obtaining an Intellectual Property Right, but the Provider is. In this case, the User – as the innovator – has to apply for the patent, the Provider not being entitled to do so. Details are to be regulated in an ancillary agreement regulating in particular the patent office for the application, distribution of costs for the application; ownership of the intellectual property rights, invention management responsibilities, and the distribution of potential benefits.

Option 7.4
If the Provider wishes to obtain Intellectual Property Rights, the Provider has the right to propose/require the application for IPRs by the User. Details are regulated in an ancillary agreement.

It is important that the User passes on the terms of this Agreement to Third Parties in order to avoid uncontrolled flow of genetic resources.

If institutions or persons are appointed for specific analytical and technical auxiliary work, the conditions of this Agreement must be included in the contract regulating the cooperation.

Options 8.1–8.3 establish different levels of control. Parties should include those that reflect the appropriate level of control in accordance with their needs.

8 Transfer of Genetic Resources [and Associated Traditional Knowledge] to Third Parties

Option 8.1
Transfer of the Genetic Resources [and of Associated Traditional Knowledge] for the purposes of academic research and collections, and for training, teaching and education, or any other non-commercial activities is allowed under the condition that the User ensures that the subsequent person or institution (Third Party) is informed about the provisions under this Agreement and undertakes to pass on the Genetic Resources [and Associated Traditional Knowledge] under the same obligations to any further recipient.

Option 8.2
The User shall require the Third Party to sign an agreement containing identical obligations on Utilization and transfer of the Genetic Resources [and their Associated Traditional Knowledge] as set out in this Agreement.

Option 8.3
The User delivers to the Provider annually *[→ INSERT date]* a list of the Third Parties to whom the Genetic Resources [and Associated Traditional Knowledge] have been transferred.

Option 8.4
The User shall maintain retrievable records of any transfer of the Genetic Resources [and Associated Traditional Knowledge] to Third Parties under the conditions corresponding to this Agreement.

Option 8.5 is an extremely limiting measure. It is meant primarily in cases dealing with Associated Traditional Knowledge. We assume that the Provider may have an interest to keep knowledge secret and therefore may want strict control on any further transfer of the Genetic Resources and Associated Traditional Knowledge.

Option 8.5
The Genetic Resources [and their Associated Traditional Knowledge] may be transferred to Third Parties only after having obtained the written consent of the Provider. Exempted is a temporary transfer of the Genetic Resources to taxonomic specialists for scientific identification.

Clause 9 is related to clause 8. It proposes different levels of control of resources stored in ex-situ collections.

9 Storage of Genetic Resources

Option 9.1 refers to e.g. living genetic resources planted in a Botanic Garden.

Option 9.1
The User is entitled to deposit the Genetic Resources in collections that are accessible for the public as well as for research purposes.

The handling of the Genetic Resources after the termination of the research is treated in clause 16.

Option 9.2
The User is entitled to deposit the Genetic Resources in collections that are accessible without restrictions for research purposes such as herbaria and culture collections.

Option 9.3
The special conditions or restrictions regarding the Utilization or storage of the Genetic Resources agreed upon have to be clearly stated on the label or otherwise linked to any samples, including the indication of where the information concerning the special conditions/restrictions can be found.

The sharing of benefits resulting from the Utilization of Genetic Resources and Associated Traditional Knowledge is one of the core requirements of ABS. The sharing of non-monetary benefits accruing from research is to be seen as a counterpart to the Providers' obligation to promote research for conservation and sustainable use of biological diversity.

Clause 10 contains a minimal standard of benefits that correspond to the customary standard of good scientific practice and in the authors view should always be shared if applicable.

Parties to the Agreement are encouraged to include additional benefits as defined in the options 10.1 to 10.4 and in the list of non-monetary benefits, as specified in the Nagoya Protocol and the Bonn Guidelines, and annexed to this document (Annex I). Your choice of benefits may be included in clause 10 of the Agreement. The Parties are free to go beyond the listed benefits.

10 Benefit-sharing

The following benefits arising from the utilization of the Genetic Resources [and/or Associated Traditional Knowledge] shall be shared fairly and equitably by the User.

- Acknowledgment of the source of Genetic Resources [and Associated Traditional Knowledge]
  - In case of publication or oral presentation of the research results, full acknowledgement shall be given to the source of the Genetic Resource.
  - In the case of Associated Traditional Knowledge, the research results published or presented orally will include full acknowledgement of the source, if so required by the Provider.
- Sharing the results of the research
  - The Provider will receive a copy of all publications.
  - Research results will be communicated to involved stakeholders (e.g. communities, indigenous people) in an adequate manner and according to reasonable requirements of the Provider;
  - Duplicate specimens will be shared with the repository in the provider country in accordance with good scientific practice.

In addition, the User agrees to share the following benefits:

Insert a detailed lists of benefits here or in an annex [→ INSERT Annex XX].

This provision has the purpose to establish a long-term access to data generated by the User for the Provider, which goes beyond the information that can be found in publications. It is up to the Provider to spell out the information of vital interest for him/her. This separate agreement should contain the precise description of the information/data required and the manner of the data transfer, such as time period, communication means, as well as the use made of the data.

Parties to the Agreement should account for potential barriers that transfer of data may bring along and regulate it as detailed as possible, e.g. to define the particular standard to be used. If there is a language barrier between the Provider and the User, the Parties should define the official language to operate with.

Option 10.1 Education and Training

The User contributes as follows to education and training of students/staff of the provider country *[→ INSERT]*.

Option 10.2 Cooperation with research institutes

The User will cooperate with the following research institutes in the provider country *[→ INSERT]*.

Option 10.3 Data Sharing with research partners

Given the cooperative approach of the research, access to and the use of the data among the research partners is agreed upon in a separate agreement. It is annexed to this Agreement *[→ INSERT Annex XX]* and forms its integral part.

Option 10.4 Data Sharing with the Provider

1. Access to and the use of the data by the Provider is agreed upon in a separate agreement. It is annexed to this Agreement *[→ INSERT Annex XX]* and forms its integral part.
2. The Provider agrees that for using the data in his own research, he needs the consent of the User.

Different options regarding the Providers' right to obtain information on the state of research are defined in clause 13 (Reporting).

11 Rights and Obligations of the Provider

1. The Provider is the responsible contact point for the User for the entire duration of the present Agreement.
2. The Provider has the obligation to facilitate access to the Genetic Resources. This includes the facilitation of the acquisition of other permits required in accordance with the relevant national or regional regulations in the provider country as well as facilitation of export permits.
3. The Provider has the right to request information on the state of the research from the User as agreed upon (see clause 13 on Reporting).

By performing part of the analyses in the provider country, researchers in the provider country have the opportunity to be fully integrated in the research. However, we prefer to treat the provision as a "right of the Provider" rather than as a "Benefit-sharing" arrangement due to the fact that such right is highly dependent on the technical capacity of the Provider.

Option 11.1

1. The following analyses, as set out in the project description, are performed in the provider country:
   [→ INSERT a list of analyses to be performed in the provider country].
2. The Provider confirms that all necessary conditions (equipment, staff and consumables) for conducting the analyses are available;
3. The User confirms that he/she has the necessary resources (funding, time) for such an arrangement.

This option applies to the scenario that unforeseen research results show a potential for commercialization, and the User has no interest to make use of this. See option 7.4.

Option 11.2

The Provider has the right to propose/request the application for intellectual property rights by the User. An ancillary agreement providing for the regulation of ownership, bearing of patent costs, income, and invention management will be negotiated.

12 Rights and Obligations of the User

1. The User is entitled to administrative support and guidance from the Provider to facilitate the acquisition of all other permits required by the providing country.
2. The User shall commercialize Products generated through the utilization of the Genetic Resources [and Associated Traditional Knowledge] only in accordance with the conditions agreed upon in this Agreement.
3. The User shall take all reasonable precautions to prevent the Genetic Resources from coming into the possession of any Unauthorized Person.
4. The User shall inform the Provider about any unforeseen research results that are of potential commercial interest, prior to publication or other disclosure of this information.

Ad 12.4: If the Provider (in contrast to the User) has an interest in patenting the results, it is necessary to refrain from disclosing information (e.g. publishing research results in journals). It would impede the protection of the results by intellectual property rights due to the lack of novelty.

The reference to international law regulating Associated Traditional Knowledge includes for example: 1948 Universal Declaration of Human Rights, International Labour Organization ILO Convention 169, The Declaration on the Rights of Indigenous Peoples of the UN General Assembly (adopted 13 September 2007). For ethical standards see e.g.: International Society of Ethnobiology (2006). ISE Code of Ethics (with 2008 additions). Online: http://ise.arts.ubc.ca/global_coalition/ethics.php; Elements of a Code of Ethical Conduct to Ensure Respect for the Cultural and Intellectual Heritage of Indigenous and Local Communities. Report of the Sixth Meeting of the Ad Hoc Open-ended

Option 12.1

As the research implies Associated Traditional Knowledge, the User shall respect any relevant international law and the national and regional regulations in the provider country. The User shall proceed according to the indications of the Provider as foreseen in Annex *[→ INSERT Annex XX]*. He shall respect the customary law of the holders of the Associated Traditional Knowledge as listed in Annex *[→ INSERT XX]* and apply current ethical standards.

inter-sessional Working Group on Article 8 (j) and related provisions of the Convention on Biological Diversity. UNEP/CBD/COP/10/2; 21 November 2009.

It is a right and – according to the Nagoya Protocol – the duty of the Provider to instruct the User about the procedure for access to Associated Traditional Knowledge. Instructions can be included in this Agreement as its integral part, either through an additional clause stipulating the terms and conditions of use or annexed to the Agreement.

Such an ancillary contract will depend on the requirements of the relevant national law in the provider country regarding the obligation to conclude contracts with subnational entities (federal governmental bodies, Associated Traditional Knowledge holders, indigenous or local communities, private land owners)

For minimal requirements to be included in a contract with holders of Associated Traditional Knowledge, see Annex II.

Option 12.2
Corresponding to national law the User will conclude an ancillary contract with the [holders of the Associated Traditional Knowledge] [the private land owners].

13 Reporting

The reporting may depend on the particular nature of the research and the interest of the Provider. He/she may request different amounts of information in a varying periodicity. Therefore, we offer different options to meet the needs of the Parties, depending on the complexity of data included and the time schedule.

However, Parties may tailor any of these options to make it more suitable to their convenience or they can stipulate a new provision that will entirely reflect their needs. They are free to specify in a more detailed manner the reasonable content and the structure of the report as well as the time period within which the report should be submitted.

Option 13.1
The User will deliver a written report in accordance with the Provider´s instructions as to its structure, information to be included, etc. upon his/her written request.

Option 13.2
The User shall submit to the Provider an annual written report on the research accomplished. The report is due on the *[→ INSERT date]*.

Option 13.3
Upon request of the Provider, the User submits a written report on the research accomplished.

Option 13.4
The User submits an annual written report on the research accomplished. The report shall include a list of Third Parties to whom the Genetic Resources were transferred.

Option 13.5
Since the Provider is a private citizen, upon his/her request, the report is translated into the local language by the User and adapted to a non-scientific audience.

14 Publication

Option 14.1
The User has the right to publish the results of the research related to the Genetic Resources [and Associated Traditional

Knowledge] utilized according to clause 4 (Utilization) of the present Agreement, and according to good scientific practice. The source of the Genetic Resources [and of Associated Traditional Knowledge] has to be acknowledged.

Option 14.2

For spiritual reasons; to prevent the depletion of the genetic resources; and/or to prevent unsafe or hazardous applications of the Associated Traditional Knowledge, the providing holder of Associated Traditional Knowledge requests confidentiality of the following specific information:
[→ INSERT the information subject to confidentiality].

Option 14.3

If the User, in the course of the research, discovers any unforeseen potential to utilize the Genetic Resources [and Associated Traditional Knowledge] for commercial ends, he/she shall share on a confidential basis such information with the Provider prior to any publication of such information.

Option 14.4

If the Provider intends to pursue a potential commercialization of an unforeseen discovery, this is subject to negotiations between the Provider and the User according to Clauses 5 and 6 (Commercial Intent and Commercialization) and Clause 7, Option 7.4 (intellectual property rights). The Provider agrees not to hold up the User's research work unless concerns are concrete and justified in terms of well-defined proprietary interests.

This option takes account of the Provider's concerns that published results may reduce his/her opportunity to derive commercial value from his/her Genetic Resources. On the other side, it takes account of the User's interest that the Provider's decision to commercialize the results of the research does not significantly impede or delay the publication of the research results.

Option 14.5

If upon mutual agreement on the filing of a patent application in the interest of the Provider (Clause 7 Option 4) the User is prevented from publishing the research results, the Provider agrees that the patent application shall be filed within *[→ INSERT XX]* months. After the agreed period the User has the right to proceed with the publication of the research results.

15 Duration and Termination of the Agreement

1. The present agreement is effective upon signature by both Parties and terminates upon completion of the research project with the provided Genetic Resources according to the project description [Annex XX] on *[→ INSERT Date]*.
2. It may be terminated at any time by mutual agreement of the Parties.
3. If a Party to the present Agreement wants to terminate the Agreement prior to the completion of the project, the Party shall give written notice *[→ INSERT XX]* months in advance.
4. In the case of significant contract violations, both Parties shall have a right of termination for cause which shall be exercised within *[→ INSERT XX]* weeks from the notice of violation.

   Significant reasons for the Provider for exercising the right of termination for cause are e.g. *[→ INSERT XX]*.

   Significant reasons for the User for exercising the right of termination for cause are e.g. *[→ INSERT XX]*.

The purpose of clause 15.5 is to preserve certain rights and obligations that are independent of the duration or termination of the present Agreement as for instance storage, handling of the Genetic Resources after termination of the Agreement.

The other side must be given a period of *[→INSERT XX]* month[s] to comply with its contractual obligations.

5. Clauses *[→INSERT XX]* shall survive termination of the present Agreement.

16 Handling of the Genetic Resources after Termination of the Agreement

Option 16.1

Upon termination of the Agreement, the Genetic Resources that have not been used up will be stored according to the terms of Utilization agreed under Clause 9.

Option 16.2

If upon expiration of the Agreement or its termination the Genetic Resources have been deposited in e.g. an academic repository/stock center, the Genetic Resources shall be made available for Utilization under the same conditions as contained in this Agreement.

Option 16.3

Upon termination of the Agreement, the remaining Genetic Resources will be returned to the Provider.

The Parties to the Agreement are free to establish competence of any court they agreed upon for potential disputes arising from the Agreement. They can also opt for arbitrage or to include any independent third party.

17 Settlement of Disputes

1. The Parties agree to make attempts in good faith to negotiate the resolution of any disputes that may arise under this Agreement.

However, we believe that it is important that Parties seek to resolve any disputes in good faith before reverting to any court.

Option 17.1

If the Parties are not able to resolve a dispute within a period of *[→ INSERT XX]* months, such dispute shall be finally settled by an arbiter to be mutually agreed between the Parties *[→ INSERT arbiter]*.

Option 17.2

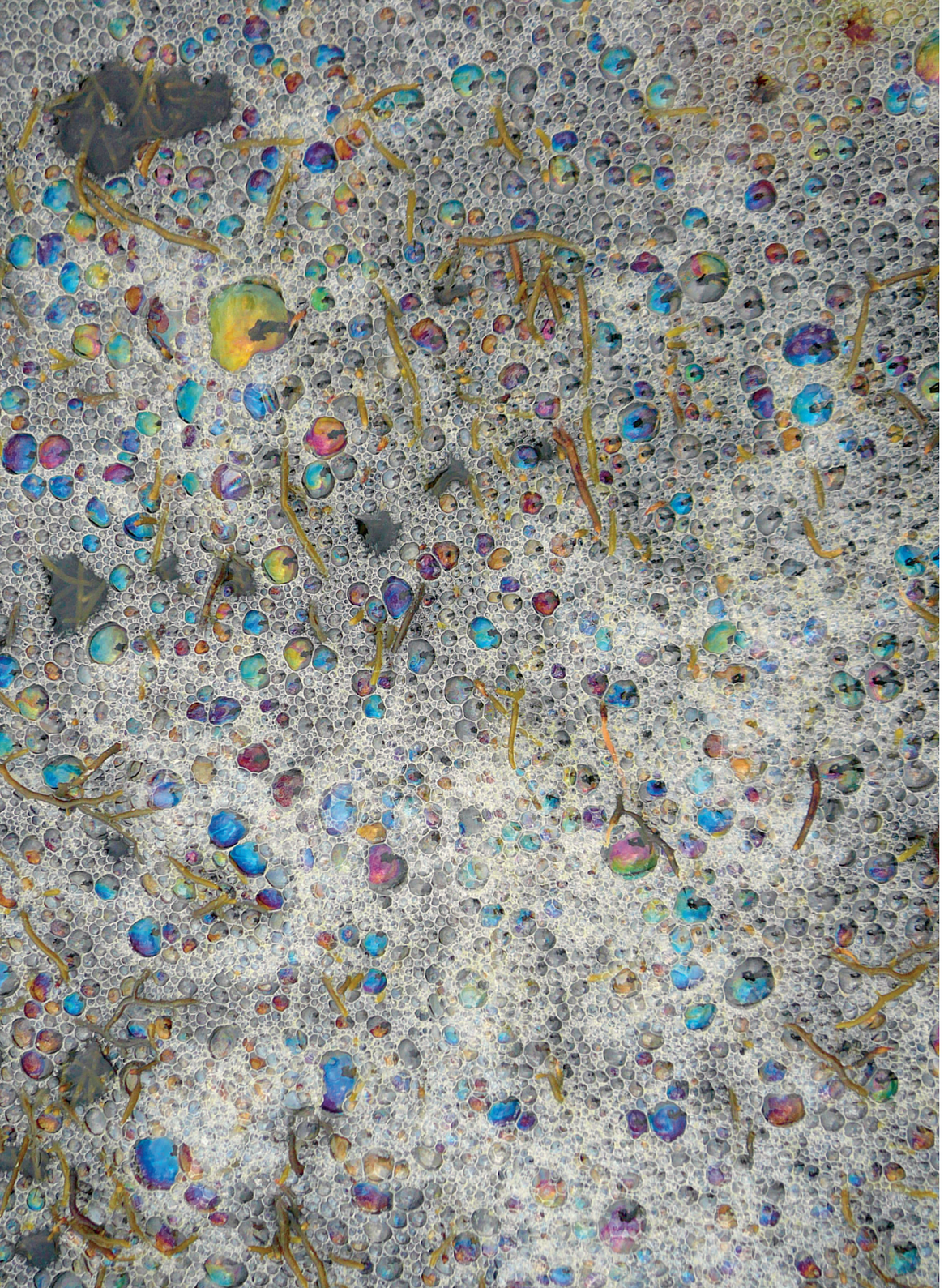
If the Parties are not able to resolve any dispute within a period of [XX] months, such dispute shall be resolved before the *[→ INSERT XX]* court law as the only competent body for resolving disputes arising under this Agreement and in accordance with *[→ INSERT applicable law; jurisdiction, language]*.

Parties may also include provisions on other matters of their importance and regulate issues such as warranties, force majeure, disclaimer.

18 Other provisions

If any or more of the provisions of this Agreement become invalid or unenforceable in any respect, parties shall make a reasonable attempt to negotiate in good faith a provision which shall reflect the legal and economic substance of the invalid or unenforceable provision as closely as possible.

If the invalidity of a provision of this Agreement is not fundamental to its performance, the validity and enforceability of the remaining provisions shall not in any way be affected.



Annex I: Indicative list of benefits

- Sharing of research and development results
- Collaboration, cooperation and contribution in scientific research and development programs, particularly biotechnological research activities, where possible in the provider country
- Performing certain analytical parts of the research in the provider country to the extent that adequate equipment is available and the user has the necessary resources (funding, time) for such arrangements
- Participation in product development
- Collaboration, cooperation and contribution in education and training
- Admittance to *ex-situ* facilities of genetic resources and to databases
- Transfer to the provider of the genetic resources of knowledge and technology under fair and most favorable terms, in particular, knowledge and technology that make use of genetic resources, including biotechnology, or that are relevant to the conservation and sustainable utilization of biological diversity
- Facilitation of abilities of indigenous and local communities to conserve and sustainably use their genetic resources
- Training related to genetic resources with the full participation of provider countries, and where possible, in such countries
- Access to scientific information relevant to conservation and sustainable use of biological diversity, including biological inventories and taxonomic studies
- Contributions to the local economy
- Research directed towards priority needs, such as health and food security, taking into account domestic uses of genetic resources in provider countries
- Institutional and professional relationships that may arise from an access and benefit-sharing agreement and subsequent collaborative activities
- Food and livelihood security benefits
- Social recognition

(adapted from the Convention on Biological Diversity and the Nagoya Protocol)

Annex II: Suggested minimal requirements of a contract with holders of associated traditional knowledge

In countries that are Party to the Nagoya Protocol, details of Prior Informed Consent of and Mutually Agreed Terms with the holders of Associated Traditional Knowledge might be defined by the National Competent Authority of the provider country, together with the indigenous and local communities. The National Competent Authority should be able to give the details.

The Agreement contains some clauses specifically for the utilization of Associated Traditional Knowledge that may be integrated if the need arises.

The contract with the holders of Associated Traditional Knowledge possibly needs to be edited in two languages. Define the main language.

To get Prior Informed Consent, prepare yourself well for the negotiation with the holders of the Associated Traditional Knowledge. In particular the language of the explanations about the research might need to be adapted (not English/Spanish/French; no scientific language). A translator might be needed.

Suggested Elements

User

Name and coordinates of the research institution of the User; department responsible for the contract; name and coordinates of the researcher representing the institution.

Provider

Name of the holders of Associated Traditional Knowledge/community; location of the community (region, name of location, village; coordinates); entity or person representing the holders of Associated Traditional Knowledge/community and entitled to negotiate and conclude a contract.

Associated Traditional Knowledge

- Name(s) of the Genetic Resources (scientific, local) the Traditional Knowledge is associated to.
- If Genetic Resources are collected: Location of collection; quantity to be collected; utilization made of resources; are the resources exported or not? Utilization of the resources after the conclusion of the project.
- Associated Traditional Knowledge: Raw description of the knowledge to be collected.
- Utilization of knowledge: Definition of knowledge that is confidential; or statement of procedure to define confidential knowledge once the results are produced.

Research

- Description of research method (Observation, participation, interviews); definition of persons that can/cannot participate in the research. Analysis of data and publication.
- Results of research: For researcher; for the community.

Benefits to be shared

For instance: information about results of the research in adapted form, language and means; documentation of the traditional knowledge for the community; capacity-building; engaging members of the community as guides, helpers in field-studies; teaching of young people to awaken interest for associated traditional knowledge.

Annex III: Basic Agreement on Access and Benefit-sharing for Academic Research

Preamble

The objective of this Model Agreement is to provide a sound basis for cooperation, transparency, communication and trust between the parties to the Agreement, taking account of the concerns of both, Providers and Users of genetic resources.
Its purpose is to define the Mutually Agreed Terms between its parties relating to access to and utilization of the Genetic Resources as well as the sharing of benefits resulting from their Utilization in accordance with the Nagoya Protocol to the Convention on Biological Diversity.

Parties to the Agreement

The Agreement is entered into on
[→ INSERT the date]

by and between

[→ INSERT the name and details of the following:

- *State and Institution (competent ABS national authority, according to Article 13 of the Nagoya Protocol and the domestic regulations of the Provider)*
- *The contact person responsible for the implementation of the Agreement on behalf of the institution]*

together hereinafter referred to as the *"Provider"*, and

[→ INSERT the name and details of

- *The responsible research institution*
- *The representative of the research institution responsible for the implementation of the Agreement]*

Together hereinafter referred to as the *"User"*.

1 Use of Terms in the Agreement

This Agreement uses the terms as defined in Article 2 of the Nagoya Protocol, unless otherwise defined in this Agreement.

1.1 Genetic Resources

Genetic Resources means any material of plant, animal, microbial or other origin containing functional units of heredity and of actual or potential value (Article 2.10 of the Convention on Biological Diversity).

1.2 Utilization of Genetic Resources

Utilization of Genetic Resources means to conduct research and development on the genetic and/or biochemical composition of genetic resources, including through the application of biotechnology (Article 2 (c) Nagoya Protocol).

1.3 Derivatives

"Derivative" means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity (Art 2 (e) Nagoya Protocol.

1.4 Commercial Intent

Within the scope of this Agreement, Commercial Intent is indicated by actions such as filing a patent application, obtaining intellectual property rights or other tangible or intangible rights; or the transfer of the Genetic Resources to a for-profit organization.

1.5 Commercialization

Commercialization means the generation of any kind of economic benefits from utilized Genetic Resources [and/or Associated Traditional Knowledge]. It means in particular any sale, lease, licensing of utilized Genetic Resources, as well as applying for market admission/marketing of the Products generated thereof.

1.6 Prior Informed Consent

Prior Informed Consent means the unilateral declaration of the Provider that he/she has been informed about the planned research and that he/she is willing to provide the required access to Genetic Resources.

1.7 Mutually Agreed Terms

The Mutually Agreed Terms are an agreement negotiated between the Provider and the User of the Genetic Resources [and/or holders of Traditional Knowledge associated to the Genetic Resources] according to the ABS regulatory requirements of the country providing the resources. The Mutually Agreed Terms regulate conditions for the access to the Genetic Resources [and/or to their Associated Traditional Knowledge] and the fair and equitable sharing of benefits that result from their use. They are adapted to the specific access situation

1.8 Traditional Knowledge Associated with Genetic Resources

Associated Traditional Knowledge is knowledge resulting from intellectual activity in a traditional context that is specific or general in its relationship to genetic resources. It includes know-how, practices, skills and innovations. It can be found in a wide variety of contexts, including: agricultural knowledge; scientific knowledge, technical knowledge, ecological knowledge, medicinal

knowledge, including related medicines and remedies; and biodiversity-related knowledge.

1.9 Product

Product means the result produced, obtained, extracted or derived from the utilization of the Genetic Resource [and Associated Traditional Knowledge]

1.10 Provider

The Provider is the national competent authority designated according to Article 13.2 of the Nagoya Protocol. In some cases the Provider might also be an institution established in accordance with domestic regulations of the provider country that is competent and responsible for the negotiation and conclusion of this ABS contract. The provider is represented by the contact person responsible for the implementation of the Agreement on behalf of the institution.

1.11 User

The User is the research institution responsible for the execution of the research Project. It may be represented by the person leading the project.

1.12 Third Party

Third Party means any person or institution other than the Provider, the User and any collaborator under their control or supervision.

1.13 Unauthorized Person

Unauthorized Person means any person that came into possession of the Genetic Resources without the authorization of the User.

2 Prior Informed Consent

The Agreement is based on the Prior Informed Consent issued beforehand by the Provider to the User for the access to the genetic resources concerned. The document on Prior Informed Consent [and the research project it is based on] is attached to this Agreement and is considered its integral part.

3 Genetic Resources to be accessed

Insert the option that best suits your case.

4 Utilization

Genetic Resources [and Associated Traditional Knowledge] may be utilized for non-commercial purposes including for academic research and collections, and for training, teaching and education.

5 Commercial Intent

If the Utilization of the Genetic Resources [and Associated Traditional Knowledge] changes from non-commercial research to research with a Commercial Intent, such change requires a new Prior Informed Consent in writing issued by the Provider. The terms for the new Utilization shall be subject to a separate agreement (Mutually Agreed Terms) between the involved parties.

6 Commercialization

Any Commercialization of the Genetic Resources shall require a new Prior Informed Consent in writing issued by the Provider. The terms of such Commercialization shall be subject to a separate agreement (Mutually Agreed Terms) between the involved parties.

7 Intellectual Property Rights

The User shall not claim any intellectual property rights over the Genetic Resources [in the form received].

8 Transfer of Genetic Resources [and Associated Traditional Knowledge] to Third Parties

Transfer of the Genetic Resources [and of Associated Traditional Knowledge] for the purposes of academic research and collections, and for training, teaching and education, or any other non-commercial activities, is allowed under the condition that the User ensures that the subsequent person or institution (Third Party) is informed about the provisions under this Agreement and undertakes to pass on the Genetic Resources [and Associated Traditional Knowledge] under the same obligations to any further recipient.

9 Storage of Genetic Resources

The User is entitled to deposit the Genetic Resources in collections that are accessible for the public as well as for research purposes

10 Benefit-sharing

The following benefits arising from the utilization of the Genetic Resources [and/or Associated Traditional Knowledge] shall be shared fairly and equitably by the User:

- Acknowledgment of the source of Genetic Resources [and Associated Traditional Knowledge]
  - In case of publication or oral presentation of the research results, full acknowledgement shall be given to the source of the Genetic Resource.
  - In the case of Associated Traditional Knowledge, the research results published or presented orally will include full acknowledgement of the source, if so required by the Provider.
- Sharing the results of the research
  - The Provider will receive a copy of all publications.
  - Research results will be communicated to involved stakeholders (e.g. communities, indigenous people) in an adequate manner and according to reasonable requirements of the Provider;
  - Duplicate specimens will be shared with the repository in the provider country in accordance with good scientific practice.

11 Rights and Obligations of the Provider

1. The Provider is the responsible contact point for the User for the entire duration of the present Agreement.
2. The Provider has the obligation to facilitate access to the Genetic Resources. This includes the facilitation of the acquisition of other permits required in accordance with the relevant national or regional regulations in the provider country as well as facilitation of export permits.
3. The Provider has the right to receive information on the state of the research from the User as agreed upon (see clause 13 on Reporting).

12 Rights and Obligations of the User

1. The User is entitled to administrative support and guidance from the Provider to facilitate the acquisition of all other permits required by the provider country.
2. The User shall commercialize Products generated through the utilization of the Genetic Resources [and Associated Traditional Knowledge] only in accordance with the conditions agreed upon in this Agreement.
3. The User shall take all reasonable precautions to prevent the Genetic Resources from coming into the possession of any Unauthorized Person.
4. The User shall inform the Provider about any unforeseen research results that are of potential commercial interest, prior to publication or other disclosure of this information.

13 Reporting

Insert the option that best suits your case).

14 Publication

The User has the right to publish the results of the research related to the Genetic Resources [and Associated Traditional Knowledge] utilized according to clause 4 (Utilization) of the present Agreement, and according to good scientific practice. The source of the Genetic Resources [and of Associated Traditional Knowledge] has to be acknowledged.

15 Duration and Termination of the Agreement

1. The present agreement is effective upon signature by both Parties and terminates upon completion of the research project with the provided Genetic Resources according to the project description [Annex XX] on *[→ INSERT Date]*.
2. It may be terminated at any time by mutual agreement of the Parties.
3. If a Party to the present Agreement wants to terminate the Agreement prior to the completion of the project, the Party shall give written notice *[→ INSERT XX]* months in advance.
4. In the case of significant contract violations, both Parties shall have a right of termination for cause which shall be exercised within *[→ INSERT XX]* weeks from the notice of violation.
   Significant reasons for the Provider for exercising the right of termination for cause are e.g. *[→ INSERT XX]*. Significant reasons for the User for exercising the right of termination for cause are e.g. *[→ INSERT XX]*. The other side must be given a period of *[→ INSERT XX]* month[s] to comply with its contractual obligations.
5. Clauses *[→ INSERT XX]* shall survive termination of the present Agreement.

16 Handling of the Genetic Resources after Termination of the Agreement

Upon termination of the Agreement, the Genetic Resources that have not been used up will be stored according to the terms of Utilization agreed under Clause 9.

17 Settlement of Disputes

The Parties agree to make attempts in good faith to negotiate the resolution of any disputes that may arise under this Agreement.

In addition, insert the option (p. xx) that best suits your intentions.

18 Other provisions

If any or more of the provisions of this Agreement become invalid or unenforceable in any respect, parties shall make a reasonable attempt to negotiate in good faith a provision which shall reflect the legal and economic substance of the invalid or unenforceable provision as closely as possible.

If the invalidity of a provision of this Agreement is not fundamental to its performance, the validity and enforceability of the remaining provisions shall not in any way be affected.

Annex IV: ABS Elements to be included in an ABS compatible research permit for basic research

If you do your research in a country that is a Party to the Convention on Biological Diversity but does not (yet) have ABS legislation, regulatory requirements or a respective administrative organisation in place, and therefore is neither able to issue Prior Informed Consent, nor to negotiate Mutually Agreed Terms, you may want to suggest the inclusion of the following elements in your-research permit:

- Resources to be accessed (scientific name, place of collection)
- Utilization of the resource (academic research, non-commercial, collections, training, teaching, education)
- Intellectual Property Rights (no intellectual property rights)
- Reporting obligations
- Benefits to be shared (e.g. cooperation with ...; lectures; ....; employing local staff ...).

This will increase your (legal) security regarding ABS matters. It is also recommended to document all the steps you have undertaken to observe possible ABS requirements, in order to have a proof in case of allegations of illegitimate access.

Note that when accessing genetic resources or associated traditional knowledge in countries that are a Party only to the CBD, you don't have an obligation to comply with the Swiss legislation on Due Diligence [1].

1 Compare Swiss Academies of Arts and Sciences (2016) Utilization of genetic resources and associated traditional knowledge in academic research. Swiss Academic Reports 11 (4), Bern, Switzerland.

Annex V: National Focal Point

Swiss National Focal Point to the Nagoya Protocol
Soil and Biotechnology Division
Federal Office for the Environment (FOEN)
3003 Bern
Switzerland
E-mail: contact.np@bafu.admin.ch

This manual contains a set of model clauses that enables users and providers of genetic resources and associated traditional knowledge to set up a contract that is adapted to the individual academic research situation. If mutually negotiated and agreed upon by the involved partners it can yield a "Mutually Agreed Terms" ABS contract.

The manual provides sectoral model contractual clauses for academic research in the sense of Article 19.1 of the Nagoya Protocol.

Who are we?

The Swiss Academies of Arts and Sciences link sciences regionally, nationally and internationally. They specifically engage in the fields of early warning and ethics and advocate for an equitable dialogue between science and society.

The Swiss Academies of Arts and Sciences is an association of the four Swiss scientific academies
- Swiss Academy of Sciences (SCNAT)
- Swiss Academy of Medical Sciences (SAMS)
- Swiss Academy of Humanities and Social Sciences (SAHS)
- Swiss Academy of Engineering Sciences (SATW)

as well as the centres of competence
- Centre for Technology Assessment (TA-SWISS)
- Foundation Science et Cité

SCNAT – network of knowledge for the benefit of society

The Swiss Academy of Sciences (SCNAT) and its network of 35 000 experts works at the regional, national and international level for the future of science and society. It strengthens the awareness for the sciences as a central pillar of cultural and economic development. The breadth of its support makes it a representative partner for politics. The SCNAT links the sciences, provides expertise, promotes the dialogue between science and society, identifies and evaluates scientific developments and lays the foundation for the next generation of natural scientists. It is part of the association of the Swiss Academies of Arts and Sciences.

The Swiss Biodiversity Forum of the SCNAT is the scientific center of competence for biodiversity in Switzerland.