

MEMORANDUM OF UNDERSTANDING
among the Members of the
GLOBAL GENOME BIODIVERSITY NETWORK

1. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into by and among the Parties set forth in Appendix 1 to this MOU, as of the Effective Date specified hereafter. In addition, it is the expectation of those participating in the Global Genome Biodiversity Network that additional Parties will join the collaboration over time in order to participate in and contribute to the initiative.

In order to provide a defined operational framework for participation in the Global Genome Biodiversity Network, the Parties set forth in Appendix 1 to this MOU have established the terms and conditions set forth in this MOU. As additional parties join the initiative they will be added to the MOU in accordance with the terms set forth below. Each of the Parties set forth in Appendix 1 to this MOU and each additional entity that joins the collaboration will be referred to equally as a “Member” and collectively as the “Members” for the purposes of this MOU.

2. BACKGROUND

Operators of biological repositories (such as, but not limited to, natural history museums, herbaria, botanical gardens, culture collections, seed banks, gene banks, bio-banks, and frozen tissue collections) and the representatives of government agencies, academic institutions, and other organizations, all recognize that publicly accessible, curated collections of biological materials that store genomic samples of biodiversity, when shared within the restrictions of relevant laws, regulations, and institutional policies under which each signatory operates, are essential infrastructure for research and development.

To promote this global network of biological repositories and their representatives, a number of institutions with biological repositories organized to form an unincorporated international network called the Global Genome Biodiversity Network (GGBN) in 2011.

Members of the GGBN share an interest in the long-term preservation of genomic samples representing the diversity of non-human life on Earth. Through the GGBN, the participating members, each representing their respective organizations, resolve to jointly develop and increase the capacity for biodiversity repositories from across the world to:

- Collaborate and communicate more actively;
- Ensure consistent quality standards for genomic collections;
- Improve best practices for the preservation and use of such collections;
- Harmonize the exchange and use of material in accordance with national and international legislation and convention; and
- Provide trusted and transparent access to genomic samples through an access and benefit sharing framework.

In order to achieve these outcomes, the Members of the GGBN recognize the need to make individual genomic collections globally discoverable and accessible for research. Without such a capability, information on genomic samples is fragmented, inhibiting scientific research and discovery.

To achieve these goals, the founding Members of GGBN collaborated to establish a data portal (hereafter “GGBN portal”) that aggregates, organizes and serves data related to the biological collections of GGBN member institutions. The content, presentation, technical architectures, search tools, collections data and other materials were created, accumulated, licensed, organized, and otherwise secured by the Members. In addition, founding Members of GGBN provided in-kind support to GGBN in the form of staff time, facilities, equipment as well as funding for activities related to the work of GGBN, which includes the activities required to populate the GGBN portal with collections information provided by participating Members.

The Members recognize that an information resource such as the GGBN portal and the community standards developed and implemented by the Members will have many profound benefits for science and society. The Members recognize that the scope of the initiative exceeds the capability of any one Member to undertake; each Member recognizes that participating in

and contributing to the shared development of the GGBN portal and related initiative activities advances its individual interests. As such, the Members believe that by entering into this MOU they will be able to develop the GGBN, the GGBN portal and related GGBN activities, and further their respective missions in a manner in which they would not be able to do individually.

Accordingly, the Parties set forth in Appendix 1 to this MOU have agreed that a coordinated, international scientific effort is needed, and they hereby express their intent to become Members of the GGBN, and in doing so identify their roles and functions associated with maintaining and expanding GGBN.

Membership in GGBN will not affect the normal operations of Member institutions.

3. MISSION AND GOALS

GGBN's mission is to promote access to information about and legal exchange of genomic samples maintained by Member Organizations. The Members of GGBN agree to conduct collaborative activities dedicated to achieving the following goals directly or indirectly:

- Open access to a global data management system aggregating the contributed primary specimen data and metadata from all the Member institutions;
- Providing information about genomic samples from across the Tree of Life, thereby contributing to the conservation of global genetic diversity for generations to come;
- Greater interoperability for sharing information about genomic samples;
- Dissemination of best practices related to the management and stewardship of genomic samples and their derivatives, including compliance with appropriate access and benefit sharing (ABS); and
- Preservation of whole genomic samples representing a synopsis of life on Earth.

4. TERM OF THE AGREEMENT

The effective Date of this MOU is July 1, 2016.

The term of this MOU will be for three (3) years.

The progress and operations of the Secretariat will be reviewed by the Executive Committee after three full years of activity. Based on the results of that evaluation, the Executive Committee will decide whether or not to extend this MOU or create a new MOU to continue GGBN's activities.

Any signatory may discontinue its Membership in GGBN by submitting a letter of intent directly to the Secretariat Office. Any dues and donations received by the Secretariat from Members making yearly contributions to GGBN will not be refunded upon discontinuation of membership in GGBN.

5. OVERSIGHT BODIES AND RESPONSIBILITIES

- The Executive Committee is a working committee that will oversee the operations of the Secretariat and Technical Management Offices in implementing the work program and managing the budget of GGBN. The Executive Committee will consist of up to eleven (11) representatives of members making yearly monetary or in-kind contributions to the network.
- The General Assembly represents the entire GGBN membership. The General Assembly will consist of representatives of all GGBN members. Members making yearly contributions (i.e. monetary or in-kind) to the network's operation will each have one vote in the General Assembly.
- The Secretariat, hosted by the US National Museum of Natural History, Washington, DC, will conduct day-to-day operations and provide administrative support and communication services to the Executive Committee and GGBN Members.
- The Technical Management Office, hosted by the Botanic Garden and Botanical Museum Berlin, Freie Universität Berlin, will perform day-to-day operational management of the GGBN Data Portal, GGBN Registry, and GGBN Document Library, coordinate further improvements and provide technical support to GGBN Members.

6. CODE OF CONDUCT

In promoting international collaborations involving genomic biological materials, GGBN recognizes national sovereignty over the utilization of each country's genetic materials, in accordance with the Convention on Biological Diversity, <http://www.cbd.int/convention/text/>. GGBN activities will be conducted in accordance with the principles of prior informed consent (PIC), mutually agreed terms (MAT), and requirements for material transfer agreement (MTA). GGBN has developed its own ethical standards to which it will adhere, http://www.ggbn.org/docs/ABS_Guidance/GGBN%20Guidance%20Code_of_Conduct_June_2015-Final.pdf, based on historical documents such as:

- Codes of professional conduct, such as MOSAICC¹;
- Manuals of best practice such as the Swiss Academy of Science's "Access and Benefit Sharing: Good practice for academic research on genetic resources"²;
- Institutional policies that support the Convention on Biological Diversity, such as policies based on the guidelines developed by 21 botanical gardens³,
- CETAF Code of Conduct on ABS⁴.

GGBN recognizes that its Members may have their own institutional codes of conduct and/or ethical standards. Nothing in GGBN's Code of Conduct should be viewed as contradicting or superseding institutional codes and/or standards of conduct.

7. INTELLECTUAL PROPERTY

A. Applicable Law

Nothing in this MOU should be read to alter the scope and application of Intellectual Property Rights (IPR) and access and benefit sharing agreements under relevant laws, regulations and international agreements of the Members.

¹ MOSAICC is the Micro-Organisms Sustainable use and Access regulation International Code of Conduct, developed under a European Commission project; see <http://bccm.belspo.be/projects/mosaicc/>

² See <http://absbonn.pbworks.com/f/Swiss-GoodPractice.pdf>

³ See <http://www.botgart.uni-bonn.de/ipen/conduct.pdf>

⁴ See <https://www.cbd.int/abs/submissions/icnp-3/EU-Taxonomic-practices.pdf>

B. Access to Data

- a. To the greatest extent possible and permissible, GGBN will promote the principles of *open access* to information. GGBN should, to the greatest extent possible and permissible, either place in the public domain data commissioned, created or developed directly through its activities or make these available through open access licenses no more restrictive than the Creative Commons Attribution / Non-Commercial / Share-Alike license (CC-BY-NC-SA).
- b. GGBN should seek to ensure that sources of data are acknowledged and should request that such attribution be maintained in any subsequent use of the data.
- c. A condition of access to and use of GGBN Members' data, including but not limited to collections data and metadata, is that users acknowledge that the validity of the data cannot be assured. GGBN disclaims responsibility for the accuracy and reliability of the data as well as for the suitability of its application for any particular purpose. This claim will be reported on the GGBN Portal and wherever deemed necessary.

C. Intellectual Property Rights

Contributing members are entitled to a non-exclusive, perpetual, irrevocable, royalty-free, paid up, license to the software and other products developed by GGBN Members with funds sourced either whole or in part by contributing Members. Such software shall be licensed in a manner to facilitate this, such as the MPL license v 1.1 (<http://www.mozilla.org/MPL/>), Apache license v 2.0 (<http://www.apache.org/licenses/LICENSE-2.0>) or the MIT license (<https://opensource.org/licenses/MIT>).

Nothing in the MOU shall affect the individual Member's ownership of samples.

Appendix 1: Roles and Responsibilities of Selected Parties to the MOU

(1) Member name: The National Museum of Natural History, Smithsonian Institution, a trust instrumentality of the United States (hereafter referred to as “NMNH”)

A. GGBN-related Role and Responsibility:

The NMNH offers to host the Secretariat subject to the advice and consideration of the Executive Committee. The NMNH will also act as employer for the GGBN Program Manager and other Secretariat staff with support provided from an approved GGBN budget. Such employees will be subject to NMNH personnel policies and procedures. NMNH will also provide general office and administrative support for the Program Manager and Secretariat staff subject to available funding.

Reports: Within 90 days of each calendar year the NMNH, in conjunction with the GGBN Program Manager will prepare and submit to the GGBN Executive Committee a summary report of all operations and expenditures, including a summary of program progress towards completion of goals.

Expected benefits received for this contribution include: 1) access to the GGBN Portal and GGBN Document Library, 2) one vote in the elections of the General Assembly, 3) eligibility for service on the Executive Committee, 4) technical support for making genomic collections discoverable for research, 5) one reduced registration rate for GGBN conferences.

The NMNH will participate in the network as a Core member, as outlined in the GGBN Terms of Reference dated 7 April 2016, updated 13 June 2016.

B. Contact Information

Entity name:

Attn:

C. Other Terms of Participation

The NMNH represents that the Anti-Deficiency Act prohibits the SI from using federal funds to provide indemnification, so any indemnity provided by the SI shall be only to the extent permitted by applicable law.

The SI represents that it falls within the purview of the Federal Tort Claims Act with regard to claims of negligence of SI employees, officers and agents and the Federal Employees Compensation Act with regard to worker’s compensation claims.

D. Signature

Signed: _____

Name: _____

Title: _____