



**MEMORANDUM OF  
UNDERSTANDING  
FOR THE  
GLOBAL BIOLOGICAL  
RESOURCE CENTRE NETWORK**

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MEMORANDUM OF UNDERSTANDING  
FOR THE  
GLOBAL BIOLOGICAL RESOURCE CENTRE NETWORK (GBRCN)

The signatories to this non-binding Memorandum of Understanding, being countries, economies, or inter-governmental organisations, or entities designated by countries, economies, or inter-governmental organisations, have decided that a co-ordinated international scientific-technical effort is needed to enable academic, industrial and regulatory users throughout the world to discover and put to use the laboratory based *ex-situ* global biodiversity held by BRCs and its related data, thereby advancing scientific research in many disciplines, promoting biotechnological and sustainable development, facilitating the equitable sharing of the benefits of biodiversity, and enhancing the quality of life of members of society. The importance of making biodiversity accessible to all countries and individuals is underscored by various international agreements, especially the Convention on Biological Diversity. Specifically, GBRCN addresses *ex-situ* conservation of biodiversity and concentrates on laboratory held, living, propagatable biological material made available from partner institutions.

Recognising this need, the OECD Committee for Scientific and Technological Policy endorsed the OECD Best Practice Guidelines for Biological Resource Centres at its 89<sup>th</sup> meeting in 26-27 March 2007 in Paris. Recommendation X (ten) of the OECD Best Practice Guidelines for BRCs stated that OECD member countries, together with partner non-member countries, should take additional steps to develop a virtual inclusive GBRCN based on all the recommendations therein and a commitment to work towards quality improvement.

The signatories of this Memorandum of Understanding hereby express their intention to become Participants of GBRCN as a form of technical and scientific international co-operation.

## Paragraph 1

### DEFINITIONS

#### 1. Biodiversity

The short form for “biological diversity”. This means the variability among living organisms from all sources including, *inter alia*, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes genetic diversity, and diversity within species, between species and of ecosystems.

#### 2. Biodiversity Data

In the context of this MoU, biodiversity data refers to scientific information, primarily about biological material represented by species and living strains. At the species level, such data would include *inter alia* the scientific names of the species and all of its synonyms; the common name(s) of the species; and other information about the species, such as a description of the species, its physiological properties, its genetics, its geographic distribution, its phylogenetic relationships, its role in the dynamics of ecosystem processes including cases of invasions, its applications, etc. Strain-level data including samples for molecular analysis (e.g. molecular data, DNA data, barcodes), would include the scientific name of the species to which the specimen belongs; information on where, when and by whom the specimen was collected; where the specimen is currently located; who identified it; the specimen accession number; and other associated information derived from the specimen (e.g. modes of cultivation, modes of preservation, photographs, hosts) and any other relevant information.

#### 3. Participant

A country, economy (e.g. recognised financially independent region), inter-governmental organisation or international organisation, or an entity designated by a country, economy, inter-governmental organisation or international organisation that has signed this MoU and has expressed its intention to observe the provisions herein. A Participant may designate an entity to take part in the governance of GBRCN and to act for the Participant in such matters as the Participant chooses to delegate to it.

#### 4. Biological Resource Centre (BRC)

Biological Resource Centres are an essential part of the infrastructure underpinning biotechnology. They consist of service providers and repositories of the living cells, genomes of organisms, and information relating to heredity and the functions of biological systems. BRCs contain collections of culturable organisms (e.g. micro-organisms, plant, animal and human cells), replicable parts of these (e.g. genomes, plasmids, viruses, cDNAs), viable but not yet culturable organisms cells and tissues, as well as data bases containing molecular, physiological and structural information relevant to these collections and related bioinformatics. BRCs must meet the high standards of quality and expertise demanded by the international community of scientists and industry for the delivery of biological information and materials. They must provide access to biological resources on which R&D in the life sciences and the advancement of biotechnology depends. (OECD, 2007<sup>1</sup> – a definition based on the one adopted at the 1999 Tokyo workshop on Biological Resource centres where the concept of BRCs as an outgrowth of conventional pre-genomics *ex-situ* collections of biological materials was developed)

In summary they are institutions holding and providing laboratory held, living propagatable biological material and related data.

#### 5. Cooperating entities

A Participant may designate an entity, or entities (e.g. culture collection, BRC or a network of these with a legal status) to take part in the networking activities of GBRCN and the practical work towards the goals set in this MoU. Details of the activities of a cooperating entity within the remit of GBRCN will be governed by a separate Cooperation Agreement (Annex II).

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<sup>1</sup> OECD Best Practice Guidelines for Biological Resource Centres (June 2007),  
[http://www.oecd.org/document/36/0,3343,en\\_2649\\_34537\\_38777060\\_1\\_1\\_1\\_1,00.html](http://www.oecd.org/document/36/0,3343,en_2649_34537_38777060_1_1_1_1,00.html)

Ultimately a system that is open for all BRCs to join will be established that ensures access to high quality materials and information, presenting a number of options of implementation of OECD best practice.

Cooperation in the network will be based on a process of compliance proof, that the OECD best practice is implemented sufficiently to assure authentic high quality materials and information.

A BRC can become a cooperating entity of the GBRCN even if its host country is not a Participant that is signatory to this MoU.

**6. GBRCN Secretariat Host**

The institution, agency or other entity which provides the administrative and logistical support capabilities for the GBRCN Secretariat and in which the GBRCN Secretariat may be located and housed.

**7. Biological material**

The term 'Biological material' as used in this document covers all materials listed in item 4 above and in the Organisation for Economic Co-operation and Development (OECD) definition of BRCs given.

**8. Authentication**

Authentication is the process by which biological materials are re-identified up to a defined level using appropriate technology to establish a conclusive basis for accepting the material as genuine. This process is defined in the domain specific best practice guidelines for BRCs.

**9. Governance**

The infrastructure of the GBRCN may consist of a Governing Board, Co-ordinating Secretariat and the cooperating entities (defined above). Members of the Governing Board would be representatives of the Participants who endorse the GBRCN principles by signing a Memorandum of Understanding. The Governing Board will guide the GBRCN in its actions and development. The cooperating entities of the network will be the BRCs who will sign up to the Cooperation Agreement (Annex II) and comply by implementation of Best Practice and the principles of the GBRCN. A secretariat will co-ordinate activities and work on behalf of the cooperating entities.

**Paragraph 2**  
UNDERSTANDINGS

1. GBRCN is an open-ended international co-ordinating body set up with the overall aim of furthering technical and scientific efforts to develop a global cooperation forum of and for institutions holding and providing laboratory held, living and propagatable biological material and related data.
2. The Participants' involvement in this MoU is subject to the goodwill and appropriation or allocation of funds by the appropriate governmental authorities and to the applicable laws and regulations of the Participants.
3. Nothing in this MoU should be read to contradict the principles of the Convention on Biological Diversity, and its Cartagena and Nagoya protocols, the Budapest Treaty, the Biological and Toxin Weapons and other relevant Conventions and regional and national legislation.
4. This document is not legally binding and will have no effect as a legal or political precedent.
5. The Governing Board of GBRCN should strive to reach decisions by consensus whenever possible.
6. Cooperating entities must adhere to the Cooperation Agreement requirements (Annex II).

### Paragraph 3

#### OBJECTIVES

#### 1. Purpose

The purpose of GBRCN is to promote access to high quality *ex-situ* biological resources and associated information within an appropriate legal operational framework. It will develop activities to add value to, broaden coverage and facilitate biological material use to support the life sciences. GBRCN will work in close co-operation with established programmes and organisations that utilise biological material and use biological information resources. The Participants, working through GBRCN, will establish and support a coordinated and distributed system that will enable users to access and utilise existing and new *ex-situ* biodiversity and related expertise and data.

#### 2. Goals of GBRCN

It is the intention of the Participants that the GBRCN:

- (a) be distributed, share resources, while encouraging co-operation and coherence;
- (b) be global in scale, though implemented nationally and regionally;
- (c) be accessible by individuals anywhere in the world, offering potential benefits to all, while being funded primarily by those that have the greatest financial capabilities;
- (d) promote standards and procedures designed to facilitate their adaptation nationally and regionally;
- (e) serve to disseminate technological capacity by drawing on and making widely available scientific and technical information; and
- (f) make laboratory held, living biological material available to any scientist interested and authorized to use it, while fully acknowledging their origin and all value adding contributions made by gathering and furnishing these materials.

*Specifically the GBRCN will offer:*

- A network providing facilitated, legal access to biological resources and information supporting bioeconomy development
- A user interface to develop the services and support needed, be they Governments, regulatory bodies, research and education or bioindustry
- Co-ordinated facilities for maintenance and supply of high quality biological material
- Common operations and procedures that deliver best practice and quality improved value to users
- Harmonised mechanisms to implement agreed principles on biosafety, biosecurity
- Harmonized mechanisms to implement agreed principles on ownership and management of IP in compliance with national and international legislation
- Common rules for materials and data exchange
- A single voice of the collections to facilitate input to international initiatives
- A mechanism for capacity building
- A shared work programme to address key challenges

#### 3. Involvement of the Participants

Each Participant should seek to:

- (a) participate actively in the formulation and implementation of the GBRCN Work Programme;
- (b) promote the sharing of laboratory held, living biological material in GBRCN under common sets of agreements and standards;
- (c) designate their own entities (BRCs), accessible via GBRCN, that will provide access to biological material and related data;

- (d) as appropriate, make other investments in biodiversity related infrastructure in support of GBRCN; and
- (e) contribute to training and capacity development for promoting global access to laboratory held, living biological material and related data.

#### **4. Scope of Activity**

Through their participation in the GBRCN Work Programme, the cooperating entities seek to co-operate and co-ordinate efforts and may carry out some or all of the following activities:

Improving the accessibility, completeness and quality of laboratory held, living biological material, including:

- i. Contributing material and technical resources, within an appropriate and agreed operational framework;
- ii. Developing suitable standards and protocols for quality management in accessioning, authenticating, maintaining and providing biological materials; documentation and quality control;
- iii. Linking and providing tools for analysing new and existing databases; under due consideration of existing relevant national, regional and global bio-legislation;
- iv. Improving coverage and adding value to holdings;
- v. Improving access to expertise and capacity building;
- vi. Collaborative research programmes; and
- vii. Providing collaborative solutions to user requests and focussed activities to address global challenges.

#### **Co-operation and Co-ordination**

The Participants intend to encourage co-operation amongst themselves in the implementation of GBRCN and in the development of joint work programmes in areas of mutual interest with the Secretariat of the Convention on Biological Diversity, World Health Organisation, International Air Transport Association, and other appropriate bodies to avoid duplication and to benefit from existing resources and expertise.



**Paragraph 4**  
THE GOVERNING BOARD

**1. Role and Purpose**

The Governing Board will be the means by which the Participants will make collective decisions on all matters relating to the GBRCN Governance and operational scope; detailed action plans will be developed in agreement with the cooperating entities and implementation co-ordinated by the GBRCN Secretariat.

**2. Establishment**

The Governing Board will come into existence at the first meeting of the Participants after establishment of GBRCN, subject to the provisions of Paragraph 11.

**3. Composition**

The Governing Board will consist of one representative from each Participant. There are two modes of participation:

(a) Voting Participants

Participants that decide to make the financial contribution suggested in Annex I, or, in the case of an economy, inter-governmental organisation or other organisation, the financial contribution negotiated under the provisions of Paragraphs 6.5c and 10.2, may vote on the Governing Board, following the procedures indicated in Paragraph 4.5.

(b) Associate Participants

Participants that have not yet decided to make a financial contribution as suggested in Annex I may take part in the deliberations of the Governing Board, but may not vote.

**4. Additional Participants**

The Secretariat of the Convention on Biological Diversity, and other global organisations of relevance such as the BTWC and the WHO, will be invited to designate a non-voting representative to the Governing Board.

**5. Voting**

(a) Unless otherwise indicated, the provisions of this Paragraph apply only to Voting Participants pursuant to Paragraph 4.3(a).

(b) The Governing Board should strive to work by consensus whenever possible. Except where mandated that a decision must be made by consensus, if consensus cannot be reached after reasonable attempts have been made, then approval by super-majority of those present and voting is required.

(c) A super-majority vote is the affirmative vote of a two-thirds majority of the Participants present and voting.

(d) In all cases in which this MoU expressly provides that the Governing Board act by means of a consensus decision or a vote of the Participants present and voting, "present" can mean face-to-face, by telephone, video conference, or other practical means determined in advance by the Governing Board.

The Governing Board, acting by consensus, and if consensus cannot be reached, by super-majority vote, may also offer voting or non-voting participation for such period as the Governing Board deems appropriate to any economy, inter-governmental organisation or other organisation.

**6. Responsibilities**

The Governing Board may:

- (a) (i) Establish rules of procedure
- (ii) Form partnerships

- (iii) Adopt a strategic plan
- (iv) Monitor the strategic plan
- (b) select a GBRCN Secretariat Host with reference to the criteria established to solicit bids for the GBRCN Secretariat Host (Annex III);
- (c) adopt a Work Programme and Budget;
- (d) adjust, by consensus, the scales of financial contributions suggested in Annex I, using appropriate economic indicators such as GDP;
- (e) adopt such rules, regulations and policies as may be required for the sound management of the Work Programme, while assuring adherence to the provisions of Paragraph 9 and any financial rules established by the Governing Board;
- (f) allocate some of the funds provided in the Budget to implement the Work Programme, consistent with the regulations and decisions of the Governing Board;
- (g) monitor the performance of the GBRCN Secretariat Host; if necessary, the Governing Board may replace the GBRCN Secretariat Host;
- (h) select a General Manager / Executive Secretary; the Governing Board may also remove the General Manager / Executive Secretary;
- (i) approve the staffing level and staffing plan for the GBRCN Secretariat based on recommendations from the General Manager / Executive Secretary;
- (j) provide guidance and direction to the General Manager / Executive Secretary on the duties of the position and monitor the General Manager's / Executive Secretary's performance;
- (k) carry out the other functions conferred upon it by this MoU, including by any Annexes or modifications hereto;
- (l) consider any matters pertaining to GBRCN or its operations submitted to it by the General Manager / Executive Secretary, the GBRCN Secretariat Host, or by any Participant; and
- (m) consider at each meeting any outstanding applications by any Government seeking to sign the MoU, as well as any outstanding applications by any economy, inter-governmental organisation, or other organisation seeking to become a Voting Participant, in accordance with Paragraph 4.5.

## **7. Executive Committee**

The Governing Board may establish an Executive Committee that is responsible for monitoring the performance of the Secretariat in implementing the decisions of the Governing Board, including the Strategic Plan, the Work Programmes, and budgets, and for making those intersessional decisions delegated to it by the Governing Board.

## **8. Procedures**

The Governing Board may establish such subsidiary bodies and rules of procedure as are required for its proper functioning.

## **Paragraph 5**

### THE GBRCN SECRETARIAT HOST (See ANNEX III)

#### **1. Role and Purpose**

The GBRCN Secretariat Host will provide the location, facilities and services agreed to in an arrangement between the Governing Board and the GBRCN Secretariat Host. The services may cover staff management, financial management, accountancy, legal assistance, etc. The GBRCN Secretariat Host may house the GBRCN Secretariat and manage it in accordance with the laws in force in the country of the Host. The GBRCN Secretariat Host will also obtain or provide legal status for the GBRCN Secretariat.

#### **2. Selection**

- (a) The GBRCN Secretariat Host will be chosen via a competitive bidding process
- (b) Any Voting Participant is entitled to submit a bid for the GBRCN Secretariat Host
- (c) The bidders for the GBRCN Secretariat Host will be required to demonstrate their capacity to provide institutional arrangements that conform to the closest extent possible, under their respective domestic laws, with the criteria for the GBRCN Secretariat Host, GBRCN Secretariat and General Manager / Executive Secretary, as outlined in this MoU and in the Request for Proposal to Host the GBRCN Secretariat, and that satisfy any other criteria required by the Governing Board.

#### **3. Scope of Authority**

Subject to the laws of the jurisdiction in which the GBRCN Secretariat Host is located:

- (a) The GBRCN Secretariat Host will be accountable to the Governing Board for all matters pertaining to the GBRCN Secretariat, except as otherwise provided in this MoU;
- (b) The GBRCN Secretariat Host will either house the GBRCN Secretariat and engage the General Manager or Executive Secretary and other GBRCN staff as directed by the Governing Board, or will facilitate such housing and engagement (paragraphs 6.5 and 6.6).

#### **4. GBRCN Secretariat/GBRCN Host Relationship**

The GBRCN Secretariat Host should assist the GBRCN Secretariat to implement the Governing Board decisions.

#### **5. Reimbursement of Costs**

Through appropriate financial arrangements with the GBRCN Secretariat, expenses and costs reasonably and properly incurred by the GBRCN Secretariat Host in supporting the GBRCN Secretariat, above those costs that the GBRCN Secretariat Host itself has agreed to provide, may be paid from the funds collected pursuant to Paragraph 9. Neither the GBRCN Secretariat Host, nor its experts, employees, agents, representatives or contractors are entitled to commit the Participants to any expenditure beyond what is available in the Central Fund, as defined in Paragraph 9.1.

## **Paragraph 6**

### **THE GBRCN SECRETARIAT**

**1. Designation**

The GBRCN Secretariat will consist of the Managing Director or Executive Secretary and such staff as are judged necessary by the Governing Board to implement the Work Programme.

**2. Legal Status**

The GBRCN Secretariat Host is responsible for ensuring that the GBRCN Secretariat is accorded a legal personality in the Host country, in order that it can, for example, make contracts, and acquire and dispose of movable property.

**3. Accountability**

The GBRCN Secretariat will be responsible through the General Manager or Executive Secretary to the Governing Board for the execution of all scientific and administrative activities undertaken to implement the GBRCN Work Programme. The activities of the GBRCN Secretariat will be subject to the laws and jurisdictions in force in the country of the GBRCN Secretariat Host.

**4. Responsibility**

The GBRCN Secretariat will execute the Work Programme and expenditure of the budget, under the direction of the General Manager or Executive Secretary.

**5. Tasks**

The GBRCN Secretariat will:

- (a) be the holder of the Central Fund described in Paragraph 9.1;
- (b) be responsible for developing financial contracts with Voting Participants specifying how those Participants will make their financial contributions to the Central Fund; and
- (c) hold in trust, and for the benefit of the Participants, all assets which may accrue to or be acquired for GBRCN.

**6. Transfer of Tasks to the Secretariat Host**

Through appropriate financial arrangements between the Secretariat Host and the Secretariat, and with the approval of the Governing Board, some or all of the tasks listed in Paragraph 6.5 may be transferred to the GBIF Secretariat Host.

## **Paragraph 7**

### THE GENERAL MANAGER or EXECUTIVE SECRETARY

#### **1. Authority**

The General Manager or Executive Secretary will act as the chief executive officer of GBRCN and will have the authority, within limits and guidelines decided by the Governing Board, and, subject to the provisions of this Memorandum of Understanding, to enter into contracts and administer funds on behalf of GBRCN. The activities of the General Manager / Executive Secretary will be subject to the laws and jurisdictions in force in the country of the GBRCN Secretariat Host.

#### **2. Accountability**

The General Manager or Executive Secretary will be responsible to the Governing Board for the execution of all scientific and administrative activities of the GBRCN Secretariat. The duties of the office will be specified in the engagement contract of the General Manager or Executive Secretary.

#### **3. Responsibilities**

The responsibilities of the General Manager or Executive Secretary are to:

- (a) Oversee the execution of the Work Programme and expenditure of the Budget;
- (b) Recommend to the Governing Board the hiring of such staff as may be required to carry out the Work Programme;
- (c) Supervise the work of the GBRCN Secretariat and its staff, including consultants and seconded personnel;
- (d) Prepare and submit to the Governing Board, not later than three months before the beginning of each financial year, a draft annual Work Programme and a Budget, together with an indicative Draft Work Programme and a Draft Budget for the following two years; and
- (e) Provide the Governing Board with a technically substantive annual report on the Work Programme, including financial accounts, tasks achieved, tasks not achieved and any appropriate explanations.

**Paragraph 8**  
INTELLECTUAL PROPERTY

**1. Applicable Law**

Nothing in this MoU should be read to alter the scope and application of Intellectual Property Rights and benefit sharing agreements as determined under relevant laws, regulations and international agreements of the Participants.

**2. Access to Biological Material and Related Data**

To the greatest extent possible, GBRCN is fostering facilitated access to holdings at BRCs within an appropriate legal operational framework. All users, whether GBRCN Participants or others, ought to have equal access to biological material and data in BRCs affiliated with GBRCN.

Material Transfer Agreement should regulate supply and exchange of materials, communicating terms and conditions of access and use. Model texts are available, see the ECCO Core MTA text (<http://www.eccosite.org>).

**3. Intellectual Property Rights**

GBRCN encourages exchange of *ex-situ* biological material in compliance with national law and international conventions.

To clarify the rights and obligations of the GBRCN cooperating entities with respect to joint activities:

The GBRCN works together for the benefit of its cooperating entities.

IPR belongs to the individual cooperating entity creating the IP. The GBRCN will only benefit where the activity benefits from the input or association with the GBRCN, and the income accrued from the benefit will be used to further develop the GBRCN.

It is the intention that policies and new products are developed jointly by the interested GBRCN cooperating entities that can contribute. IPR issues will be agreed in writing as necessary in each specific case.

In respect to products or processes and use claims developed jointly within the GBRCN, sharing of benefits resulting from the marketing of the product will be defined in a specific agreement.

**4. Attribution**

GBRCN should seek to ensure that the source/origin of biological material and data is acknowledged and should request that such attribution be maintained in any subsequent passing on and use of the material and data.

**5. Authenticity of Biological Material and Validity of Data**

It should be a condition of access to and use of GBRCN that users acknowledge that the authenticity of biological material in affiliated BRCs and the validity of the data in any databases affiliated with GBRCN cannot be assured by GBRCN. GBRCN should disclaim responsibility for the accuracy and reliability of the biological material and data as well as for the suitability of its application for any particular purpose.

**6. Legitimacy of Acquiring Biological Material**

Where a cooperating entity adds new biodiversity resources and associated information to its holdings, GBRCN should require that such access was consistent with applicable laws, regulations and any relevant requirements related to access and benefit sharing (ABS).

**7. Technology Transfer**

The Participants acknowledge that, subject to any relevant Intellectual Property Rights, GBRCN should seek to promote the non-exclusive transfer to research institutions in countries of developing economies of technology as it has available, especially in conjunction with training and capacity development programs.

## **Paragraph 9**

### **FINANCE**

#### **1. Basic Financial Contributions**

Financial contributions made by Participants in accordance with the scales set out in Annex I (and transferred to the GBRCN Secretariat via the financial contracts described in Paragraph 6.5(c)), or negotiated with the Governing Board under the provisions in Paragraph 4.6(d), are considered to be Basic Financial Contributions. These contributions are to be held by the GBRCN Secretariat in a Central Fund and used to fund the Work Programme, as established by the Governing Board in accordance with Paragraph 4.6(c), and to reimburse the GBRCN Secretariat Host for expenses incurred in accordance with Paragraph 5.5.

#### **2. Supplementary Financial Contributions**

In addition to Basic Financial Contributions, Participants may make Supplementary Financial Contributions to fund specific parts of the Work Programme, or for other specified purposes agreed to by the Governing Board. Those specified purposes may include facilitating attendance by Participants from countries of developing economies at meetings of the Governing Board. Supplementary Financial Contributions are to be held by the GBRCN Secretariat, kept separate from basic and other contributions, and used only for the purposes specified by the Participants making them.

#### **3. Other Income**

The Governing Board may accept other income offered for the purposes set out in this MoU which will be held by the GBRCN Secretariat.

#### **4. Costs Borne by Participants**

Participants bear the costs of their own participation in GBRCN, including the costs of formulating or transmitting reports, travel costs, and other expenses related to attendance by their representatives at meetings of the Governing Board and other GBRCN functions, events, and activities.

#### **5. Crediting of Income**

Any income generated in the course of GBRCN activities that accrue to the GBRCN Secretariat or the GBRCN Secretariat Host is to be used to fund the Work Programme, as established by the Governing Board in accordance with Paragraph 4.6(c), and to reimburse the GBRCN Secretariat Host for expenses incurred in accordance with Paragraph 5.5.

## **Paragraph 10**

### ASSOCIATION AND DISSOCIATION OF PARTICIPANTS

#### **1. Association of Participants**

Association with this MoU is open to any country, economy, inter-governmental or international organisation or to an entity designated by them. Such association becomes effective upon signing this MoU.

#### **2. Participant Status**

- (a) A country, economy, inter-governmental or international organisation that has signed the MoU becomes eligible to be a Voting Participant on the Governing Board by making the financial arrangement negotiated with the GBRCN Secretariat, as described in Paragraph 6.5(c). This arrangement sets out the Voting Participant's financial contribution as suggested in Annex I, and the period for which the arrangement is valid.
- (b) In order to retain its voting status, a Voting Participant must make its financial contribution each year within six months of the due date set out in the financial arrangement described in Paragraph 6.5(c).

#### **3. Dissociation of Participants**

- (a) Any Participant may dissociate itself from this MoU by advising the Governing Board in writing of its intention to do so and of the effective date.
- (b) In the event of dissociation of a Voting Participant, the Governing Board may decide by consensus to adjust the Work Programme and the Budget to take account of such dissociation or, again by consensus, may decide to adjust the scale of contributions of Participants to the Budget.

#### **4. Cooperating entity status in the event of Dissociation of Participant (country, economy, inter-governmental or international organisation)**

The cooperating entity can remain affiliated regardless of whether the country where it is situated is a participant or not.



**Paragraph 11**  
OTHER MATTERS

**1. Establishment of GBRCN**

GBRCN will come into existence on (MONTH) xx, 20xx, or when at least ten Participants have signed the MoU and the sum of the contributions they have pledged to contribute totals at least 500K EURO<sup>2</sup>, whichever is the later date.

**2. Duration**

Except as provided below, GBRCN will be set up for an initial 5-year period. In the third year, an independent review of its operations, financial mechanisms, legal basis, governance structure, and links to other organisations will be conducted to determine if any changes are needed. The lessons learned will be used to evaluate the effectiveness of the governance structure and to recommend any necessary changes.

**3. Termination**

The Voting Participants, acting by consensus, may terminate this MoU at any time. Upon termination or expiration of this MoU, the GBRCN Secretariat, acting in accordance with the laws of the jurisdiction in which it is located, will arrange for the liquidation of the assets of GBRCN. Property held by the GBRCN Secretariat for the benefit of the Participants, is to be regarded for this purpose, as assets of GBRCN. In the event of such liquidation, the GBRCN Secretariat, so far as practicable, will distribute any assets of GBRCN, or the proceeds therefrom, in proportion to the basic financial contributions which the Participants have made from the beginning of the operation of GBRCN, and for that purpose will take into account the contributions of any former Participants.

**3. Annexes**

Annexes to this MoU are an integral part of the document but can be modified independently subject to approval of the Governing Board.

**4. Modifications**

Except where otherwise specified, this MoU and any Annexes thereof may be modified at any time by the Governing Board.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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<sup>2</sup> This figure reflects a first estimate on running costs of the secretariat and would need revisiting when the envisaged structure's costs can be more accurately defined and agreed

## Annex I

### FINANCIAL CONTRIBUTIONS FOR VOTING PARTICIPANTS

#### 1. Intent of this Annex

This Annex describes the suggested financial contributions for voting participation in GBRCN.

#### 2. Suggested Basic Financial Contributions

Voting rights are conferred when a Participant indicates its intention to contribute the suggested amount according to the Table below.

#### 3. Initial Year Payment

For the first year of their participation in GBRCN, Participants in categories 1-6 inclusive in the Table below may acquire voting rights by making a contribution of at least one half of the suggested amount according to the Table below.

Participant Categories and GDPs	<b>Suggested</b> Annual Basic Financial Contribution
Participant (voting)	
1—GDP > \$3000 billion	€180 000
2—GDP \$2000-3000 billion	€100 000
3—GDP \$€1000-2000 billion	€80 000
4—GDP \$100-1000 billion	€30 000
5—GDP \$50-100 billion	€5 000
6—GDP < \$50 billion	€2000
Associate Participant (non-voting)	No monetary contribution

## Annex II

### GBRCN COOPERATION AGREEMENT (GBRCN DOCUMENT GP-WP-0010)

The Cooperation Agreement is made with the objective of further increasing collaboration and co-operation between the Cooperating Entities of the GBRCN. The GBRCN Cooperating Agreement is to be signed by each GBRCN Cooperating Entity and strictly followed. Failure to do so may result in dissociation from the GBRCN.

#### 1. The fundamental principle

The GBRCN gives access to authentic high quality materials in a reproducible manner and that the OECD Best Practice Guidelines for BRCs (OECD BPG) are implemented.

The GBRCN is open for all BRCs to join but it must ensure access to high quality materials and information, they will be differentiated on to the extent to which they implement OECD BPG and their level of expertise and thus input to the GBRCN operations. They may be differentiated as:

*Candidate or associate entity* that has begun the process of implementing best practice and has an agreed and funded plan of action to implement the minimum level of best practice

*Basic level BRC* - a BRC that has implemented the agreed minimum level for delivery of:

Authentic material

Best Practice in preservation

Confirmed, validated information

*Certified BRC* that has adopted a certification process such as ISO 9001 or the French AFNOR standard NF 596-900

*Accredited BRC* that has been accredited to a standard that covers not only management practices but also extends to assess the competence to perform the necessary functions of a BRC

A transparent mechanism will be devised to enable the user to distinguish the BRCs at the different levels of development and input to the GBRCN. BRCs may have different scopes and expertise and will contribute to the GBRCN delivery in different ways accordingly. Participation in the network is not based on a BRC becoming certified or accredited, this is their choice but a mechanism to ensure authentic high quality materials and information is needed. Participation does not require the OECD Best Practice Guidance for BRCs to be implemented in full and therefore cooperation in the GBRCN is based upon a gradual implementation of excellence. A minimum level of implementation will be set and independent assessment mechanisms will be available to be managed by accreditation and certification bodies.

#### 2. Cooperating Entity commitments

BRC status is assigned to those biological resource collections that implement OECD best practice (as described above) and that participate in the Global Biological Resource Centre Network (GBRCN) meeting the Cooperating Entity Commitments. Host Countries of BRCs may select the appropriate process for third party independent assessment of compliance with OECD Best Practice Guidance for BRCs. Accepted practices are provided in GBRCN approved documentation to ensure complementarity and equivalence of the implementation process internationally.

#### 3. BRC mandatory guidance

The BRCs shall comply with:

- Their national legislation, regulations and policies concerning acquisition, conservation, utilisation, including the fair and equitable sharing of benefits arising from utilisation of genetic resources, and distribution of biological resources and data related thereto
- The regulations of the relevant countries when moving biological materials across national boundaries.
- The relevant international agreements. Legislation, policy, frameworks and recommendations

**4. Key objectives of the GBRCN which cooperating entities agree to help deliver:**

- A single point of contact for participating BRCs
- Establishment of an electronic information resource
- A co-ordinated development strategy
- Implementation of a common Quality Management System
- Common policies and mechanisms for compliance with national and international legislation, regulations and policies impacting on BRC operations
- Collaborative research to enhance expertise and data according to each BRC's capabilities

**5. Principles of adherence for the BRC:**

The first criterion is implementation of best practice as described above but to ensure that the user receives the high quality materials and a legitimate service the following commitments are required. The BRC shall:

- i. Provide access to their biological holdings
- ii. Use transparent mechanisms in the exchange of biological materials to facilitate tracking
- iii. Co-operate to broaden access to holdings of unique and well-characterised organisms
- iv. Provide linkage to at least to the minimum level of data pertaining to their holdings
- v. Follow the commonly agreed GBRCN operational frameworks
- vi. Implement the requirements of the Nagoya protocol
- vii. Implement Biosafety and Biosecurity guidance and the Biosecurity code of conduct<sup>3</sup>
- viii. Protect existing Intellectual Property Rights
- ix. Adhere to an appropriate Confidentiality and IPR statement
- x. Participate in joint research activities subject to ability and funding
- xi. Engage in exchange visits of scientists subject to mutual benefits and available funding
- xii. Participate in appropriate capacity building subject to available resources

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<sup>3</sup>The Biosecurity code of conduct negotiated by the GBRCN and EMbaRC consortia submitted to the UN BTWC (Reference to be inserted when published)

## Annex III

### REQUEST FOR PROPOSALS TO HOST THE SECRETARIAT

This Annex describes the requirements and procedures to be followed for submitting a bid to host the Global Biological Resource Centre Network (GBRCN) Secretariat<sup>4</sup>.

#### 1. Role and purpose

The GBRCN Secretariat Host is to provide the location, facilities and services agreed to in an arrangement between it and the GBRCN (Acting) Governing Board. Expected services include, but are not limited to, staff management, financial management, accountancy, legal services, Internet access, IT capabilities, and logistical & technical assistance. The GBRCN Secretariat Host is to house the GBRCN Secretariat and manage it in accordance with domestic laws. The GBRCN Secretariat Host is to also obtain or provide legal status for GBRCN. Subject to the laws of the country in which it is located, the Secretariat Host will be accountable to the Governing Board for all matters pertaining to GBRCN.

#### 2. Eligibility

A bid may be submitted on behalf of a government or an institution that intends to be a Participant or Cooperating Entity of the GBRCN.

#### 3. Required contents of a bid

Proposals must include the following information:

**A. Background:** A description of the proposed host organization, including its location, physical and managerial capabilities and its appropriate research significance and related resources.

**B. Plan:** An analysis of how the proposed Secretariat Host is to meet the requirements of this solicitation and the requirements of the GBRCN MoU:

- **Legal Status of GBRCN.** The bid should describe the proposed legal status of GBRCN, which should allow it to carry out the activities and work programme under the orders and authority of the Governing Board. GBRCN should be able to receive and disburse funds, enter into contracts for goods and services, hold title to property, and hire personnel as needed. This status should preferably be similar to that of a non-profit organization with tax-free status consistent with the laws of the country. The bid should describe the benefit, if any, that GBRCN could derive from special rules or exemptions (for instance, on taxes or import duties), and the degree of legal/administrative independence for GBRCN. It should also include a description of any local regulations that could impose restrictions on GBRCN, its funding, or operation. A detailed description of the organizational relationship between GBRCN Secretariat and the host organization.
- **The Secretariat Host.** The bid should identify a legal entity in the host country that will be closely associated with GBRCN and, as specified in a legal agreement with GBRCN, may provide certain facilities, infrastructure and services needed to carry out its activities. It should provide an explanation of how the host organization can accommodate the needs of the GBRCN Secretariat and which of the required capabilities, if any, is to be outsourced. The date/time frame for the availability of the infrastructures/resources and legal status should be provided. The initial contract for the Secretariat Host will be for a period of five years and subject to evaluation every 3 years in the GBRCN full evaluation process. Following that period, if agreed by the GBRCN Governing Board and the Secretariat Host, the contract may be extended for additional periods. Either party may, without cause, terminate this arrangement by providing six months written notice to the other party.
- **GBRCN Secretariat Staff:** The bid should specify the engagement status of the staff, including rights, benefits and pension rights (if any). Provision should be made for hiring staff of any nationality. The

<sup>4</sup>This is example text adapted from SciColl – Science Collections International text and is only provided as guidance on which to base the eventual GBRCN process

personnel management provisions (hiring, review, termination, etc.) should be described. The potential engagement status of staff companions should be specified. The bid should describe the status of GBRCN officers and professional staff, technical and support staff and staff companions. The bid should also describe any special provisions for staff co-located with GBRCN but seconded from and paid by another institution or country. It should include a description of personnel management provisions (hiring, review, termination, etc.)

- **Receiving funds:** The bid should describe the process for receiving, holding, managing and accounting for funds from contributing countries, public or private institutions, private company sponsors, and other entities. The process for receiving in-kind contributions should also be specified. Plans for management and accounting of GBRCN's finances, including a plan of how to manage currency fluctuations and possibly cash flow delays between expenditures and income should be included.
- **Disbursing funds:** The bid should specify how goods and services will be purchased at the request of GBRCN under the authority of the Governing Board or its designate. It should describe efficient procedures that will allow GBRCN to use its funds to pay for certain expenses, including the following:
  - General Manager/Executive Secretary: Salary and benefits
  - Staff: Salaries and benefits for staff personnel,
  - Consultants for services including, but not limited to legal and intellectual property rights
  - Travel
  - Expenses incurred by members of the GBRCN Executive board, members of the GBRCN Scientific Advisory Board, members of GBRCN task groups or others as agreed by Governing Board
  - Workshops, meetings, training, and technology transfer
  - Purchase and maintenance of specialized equipment or software,
  - Other costs related to GBRCN operations, as approved by the GBRCN Governing Board or its designate
- **Office space and meeting facilities:** The bid should describe details of the space being offered and its availability, as well as additional services provided by the host for GBRCN Secretariat, taking into account a requirement for 3-8 staff.

**C. Budget:** Provide an analysis of any funds that the submitting country/institution is offering to commit to the Secretariat, and assurance that these funds are in fact available.

**Voluntary Contributions of the Bidding Country/Institution:** Each bidding country or institution is encouraged to contribute optional goods and services to GBRCN, both at GBRCN start-up, and on an ongoing operational basis. Such contributions may include those listed below. This list is meant to provide examples, but not be exhaustive. Each bid should include any relevant items that may not be listed but are deemed valuable by the bidding Host. Each bid should also specify the availability and cost, if any, of the contributions listed below, as well as any other relevant contributions:

- Space and furnishings — including offices and general work areas to support an appropriate and potentially flexible number of Secretariat staff, classroom/conference space, space for visiting scientists and students, off-site temporary housing for visiting scientists and students. As a frame of reference, number of permanent staff anticipated is about 3-8
- Financial contributions to GBRCN above and beyond the Institution or Government Contributions outlined in the GBRCN MoU
- Seconded staff position (technical or administrative), full or part-time, to GBRCN Secretariat, to work under the supervision of the General Manager or Executive Secretary
- Utilities, including lighting, electricity, cooling, and heating
- Communications infrastructure

- Computing infrastructure
- Office equipment
- General facilities infrastructure, including housekeeping services, signage, parking for staff and visitors, postal services, storage, and security
- Financial services, including general accounting, payroll, inventory, purchasing, audit, tax compliance, and legal compliance
- Donations and grants management
- Clerical staff
- Computing and communications infrastructure services — including ISP and LAN maintenance
- Contracting services, including the ability to make, accept, and manage contracts with third parties.
- Human Resource Management
- Legal services, including but not limited to services for confidentiality, liability, and protection of intellectual property
- Recruitment and hiring, including the ability to hire non-nationals on a non-discriminatory basis.
- Benefits, including health insurance, a convertible retirement program, sick leave, vacation leave, education and childcare, etc.
- Equal-opportunity recruitment policy
- Non-discrimination engagement policy

#### **D. Desirable Attributes**

Additional desirable attributes of a bid could include items listed below. Again, this list is not meant to be exhaustive, and the bidding Host should include all items deemed valuable, even if they are not listed.

- Placement of the Secretariat within, or with easy access to, a relevant research collection organisation
- Proximity and ready availability of information technology, including a robust library and open access to on-line journals
- Proximity or easy access to other international organizations with whom GBRCN might need to coordinate
- Proximity to an international airport and convenient local ground transportation
- Meeting facilities
- Access to language/cultural orientation classes for Secretariat staff and families, work permit for staff companions
- Access to convention planning/hosting capabilities
- Non-smoking workplace

#### **4. Criteria for evaluation and selection of secretariat host**

The Secretariat Host is to be chosen by the Governing Board, as defined in the GBRCN MoU, or the Acting Governing Board at the time (defined below). The bidders for the GBRCN Secretariat Host are required to demonstrate their capacity to provide for institutional arrangements which conform to the closest extent possible, under their respective domestic law, with the criteria for the GBRCN Secretariat Host, GBRCN Secretariat and General Manager or Executive Secretary, as outlined in the GBRCN MoU and in the Request For Proposals (RFP) To Host The GBRCN Secretariat, and which satisfy any other criteria required by the Governing Board.

**Acting Governing Board:** Prior to the establishment of GBRCN as a legal entity, the Acting Governing Board

will consist of one delegate from each country and institution having provided evidence of the intent to become a Participant; Governments from such countries and Institutions are invited to send a letter of intent to RESPONSIBLE ENTITY TO BE DECIDED by date .././.....

Criteria for the selection of the Secretariat Host include, but are not limited to, the following:

- The Proposal itself as an example of the Bidder's work (such as the details or completeness in responding to all aspects of the RFP)
- The Bidder's organizational and institutional ability to provide the services listed in this RFP
- The extent to which to Bidder can host GBRCN as an independent legal / administrative entity with purchasing and contracting autonomy
- The additional amenities offered by the Bidder
- The financial support and incentives, including but not limited to tax-exempt status and cost of host-provided services, offered by the Bidder
- Proximity and ready availability of information technology
- The Bidder's technical approach and project organization, as presented in response to this RFP
- The experience of the Bidder in hosting other international programs

#### **5. Procedure for submitting a bid**

Questions about bids, procedures, selection criteria, or any other related item are welcome in advance of submitting a bid. The questions, and their responses, will be posted to the GBRCN home page in a timely fashion. Therefore it is strongly encouraged to check the GBRCN website frequently for updates before submitting a bid.

Bids should be provided, both in digital form and on paper and the bidder will be notified when the materials have been received. PROCESS AND RESPONSIBLE ENTITY TO BE DECIDED

#### **6. Procedure for the review of proposals**

An international committee of three to four members will be selected comprised of experts in the areas of research collection management, use of research collections and representing appropriate professional organizations or science administration. These individuals will be capable of providing neutral evaluations.

The proposals are to be sent to the committee at least two weeks prior to their meeting to review the applications. At the review meeting each application is to be discussed by the reviewers and evaluated using the criteria outlined in this document. A brief critique written jointly is to be provided for each proposal delineating the strengths and weaknesses. Criteria which can be directly compared among all bids will be evaluated on a comparative (ranked) basis. Additional criteria, which may not be provided in all bids, will be considered separately on a case-by-case basis. The committee will rank the proposals. Within one month following the postmark deadline, the committee will send to the (Acting) Governing Board copies of the proposals, a document that justifies the rankings, and the brief critiques of all of the proposals. PROCESS AND RESPONSIBLE ENTITY TO BE DECIDED

#### **7. Procedure for selecting the secretariat host**

The (Acting) Governing Board is to receive copies of the ranked proposals as well as the reviews from the review committee. The (Acting) Governing Board will meet physically or virtually within three weeks of receipt of the materials from the review committee, and will select the host based on this material. The (Acting) Governing Board should make its final decision by date .././.....