

## MEMORANDUM OF UNDERSTANDING

### BETWEEN :

French Polynesia, represented by its President, Mr. Oscar Manutahi TEMARU, hereinafter “French Polynesia”

### AND :

The members of the Executive Committee of the Moorea Biocode Project, hereinafter the « Executive Committee »

### WITNESSETH

Whereas the Moorea Biocode Project (MBP) is an international multi-institutional collaboration coordinated in partnership between France (CNRS), the University of California Berkeley (UCB), and French Polynesia (Délégation à la Recherche) via their field stations in Moorea: CRIOBE (EPHE-CNRS) and Richard B. Gump South Pacific Research Station (UCB) – the Moorea International Ecostation.

Whereas, the goals of the MBP are to genetically barcode an entire tropical ecosystem (marine, freshwater and terrestrial) and develop the informatics tools necessary to capture, track, and disseminate the associated data. MBP aims to provide an integrated species identification system for field biology and conservation and an informatics infrastructure to unite the fields of ecology, systematics and genomics.

Whereas, French Polynesia has rights over its biodiversity and sovereignty over its genetic resources as defined by [Article 15](#) of the [Convention on Biological Diversity](#) (CBD).

Whereas, an Executive Committee has been established to lead the MBP and includes ex officio representation of French Polynesia through its Délégation à la Recherche.

### IT IS HEREBY AGREED :

#### Article 1. Object

The purpose of this agreement is to establish the ownership rights and terms of access and usage (benefit sharing) of any biological intellectual property (BioIP, e.g., data, photographs, and publications) and biomaterial (BioMat, e.g., specimens, tissues, DNA and their derivatives) resulting from the activities of the Moorea Biocode Project (MBP).

## **Article 2. Associated Researchers**

The Executive Committee undertakes to ensure that the terms of this agreement are accepted by all present and future participants in the MBP.

## **Article 3. MBP Activities**

The scientific activities of the MBP are defined in the [primary permit](#) (appendix 1). Any activities not covered in the primary permit (e.g., biodiversity to be sampled, collecting techniques etc.) must be authorized in a supplementary permit issued by French Polynesia as an amendment to the current agreement.

## **Article 3. Ownership of BioIP and BioMat**

The Executive Committee agrees that French Polynesia owns all rights to the BioIP and BioMat produced by the MBP.

## **Article 4. Usage of BioIP and BioMat**

French Polynesia agrees to:

A) Make all the BioIP resulting from the MBP (except for that covered by Article 5, herein) available to the Executive Committee for:

1. all non-commercial purposes and usage
2. distribution and dissemination to third parties following the standards associated with [Creative Commons Attribution-NonCommercial-No Derivatives 2.5 License](#) where attribution must be to "Moorea Biocode"

B) Allow the Executive Committee access to all BioMat and (except for that covered by Article 5) the subsequent transfer of BioMat to third parties according to the protocols set out in the Uniform Biological Material Transfer Agreement ([UBMTA](#)) in which the Executive Committee is the “Provider” and the third party is the “Recipient” of the biomaterials.

## **Article 5. Special Exceptions**

While aiming to maximize the free dissemination of the results of the MBP to the public, French Polynesia reserves the right to request that certain BioIP or BioMat are not distributed, transferred or otherwise disseminated to third parties. French Polynesia must notify the Executive Committee of such restrictions in writing and in advance. The restrictions must be clear and specific (e.g., pertaining to disseminating the precise geographic locality of individuals or populations of species considered to be threatened by extinction). On receipt of such specific requests, the Executive Committee will respect and take all reasonable measures to enforce the required restrictions.

## **Article 6. Acknowledgements**

Any publication of MBP results must acknowledge the “Moorea Biocode Project”, its funding sources, and the government of French Polynesia.

## **Article 6. Commercial Use**

The current agreement does not cover commercial use. Any commercial use or commercial intent relating to the BioIP or BioMat produced by the MBP is subject to a separate agreement with the French Polynesian government.

#### **Article 7. Settlement of Disputes**

- Differences between the parties
  - Any difference will be subject to conciliation.
  - Either party can ask the other, in writing by recorded delivery, for a representative from the other for the conciliation to a meeting within eight continuous days.
  - The representatives will strive to resolve the differences amicably and for a period of fifteen continuous days after the day when the case was first referred.
- Litigation
  - In the absence of an agreement after the conciliation phase, one of the parties may refer the case to the competent courts of Papeete.

SIGNATORIES:

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French Polynesia	MBP Executive Committee
	Davies, C Meyer, JY Meyer Moritz, Planes, Roderick
	(Ex Officio member for FP: Frogier)