

MEMORANDUM OF UNDERSTANDING
FOR THE
GLOBAL BIODIVERSITY INFORMATION FACILITY

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MEMORANDUM OF UNDERSTANDING
FOR THE
GLOBAL BIODIVERSITY INFORMATION FACILITY

The signers of 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 effort is needed to enable users throughout the world to discover and put to use vast quantities of global biodiversity data, thereby advancing scientific research in many disciplines, promoting technological 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 data openly available to all countries and individuals is underscored by various international agreements, especially the Convention on Biological Diversity.

Recognising this need, the delegates to the Meeting of the OECD Committee for Scientific and Technological Policy at Ministerial Level in Paris on 22–23 June 1999 endorsed a recommendation from the OECD Megascience Forum that a Global Biodiversity Information Facility (designated hereafter as GBIF) be established, with open-ended participation.

The signers of this Memorandum of Understanding hereby express their intention to become Participants of GBIF 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 species and specimens. At the species level, such data would include 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. Specimen-level data including samples for molecular analysis, 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; what is the specimen number; and other associated information derived from the specimen (e.g., living culture, frozen tissues, photographs, parasites, hosts) and any other related field notes written by the collector of the specimen.

3. Node

A stable computing gateway that allows real-time inter-operational search of multiple institutional, national, regional and/or subregional databases containing primary or meta-level biodiversity data (such as specimen records, catalogues, bibliographic, sequence, protein and ecosystem data) or a single, web-accessible computer containing one or more significant maintained biodiversity databases. A node must provide descriptions of an accepted standard of metadata of the contents and quality of each database. Each node must state an explicit policy regarding Intellectual Property Rights. A node may also contain or link to software tools, including data validation tools. Each Participant may have one or more nodes.

4. Participant

A country, economy, inter-governmental organisation or other organisation, or an entity designated by a country, economy, inter-governmental organisation or other 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 operation of GBIF and to act for the Participant in such matters as the Participant chooses to delegate to it.

5. GBIF Secretariat Host

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

6. SpeciesBank

A means of access to information of all sorts about species, both known and new.

Paragraph 2

UNDERSTANDINGS

1. GBIF is an open-ended international co-ordinating body set up with the overall aim of furthering technical and scientific efforts to develop a global digitised information facility for biodiversity 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 other relevant Conventions.
4. This document is not legally binding and will have no effect as a legal or political precedent.
5. The Governing Board of GBIF should strive to reach decisions by consensus whenever possible.

Paragraph 3
OBJECTIVES

1. Purpose

The purpose of GBIF is to promote, co-ordinate, design and implement the compilation, linking, standardisation, digitisation and global dissemination of the world's biodiversity data, within an appropriate framework for property rights and due attribution. GBIF will work in close co-operation with established programmes and organisations that compile, maintain and use biological information resources. The Participants, working through GBIF, will establish and support a distributed information system that will enable users to access and utilise considerable quantities of existing and new biodiversity data.

2. Goals of GBIF

It is the intention of the Participants that GBIF:

- (a) be shared and distributed, 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 software tools designed to facilitate their adaptation into multiple languages, character sets and computer encodings;
- (e) serve to disseminate technological capacity by drawing on and making widely available scientific and technical information; and
- (f) make biodiversity data universally available, while fully acknowledging the contribution made by those gathering and furnishing these data.

3. Involvement of the Participants

Each Participant should seek to:

- (a) participate actively in the formulation and implementation of the GBIF Work Programme;
- (b) promote the sharing of biodiversity data in GBIF under a common set of standards;
- (c) form a node or nodes, accessible via GBIF, that will provide access to biodiversity data;
- (d) as appropriate, make other investments in biodiversity information infrastructure in support of GBIF; and
- (e) contribute to training and capacity development for promoting global access to biodiversity data.

4. Scope of Activity

Through their participation in the GBIF Work Programme, the Participants may carry out some or all of the following activities:

- (a) Improving the accessibility, completeness and interoperability of biodiversity databases, including:
 - (i) Contributing data and technical resources, within an Intellectual Property Rights framework (such as that described in Paragraph 8);
 - (ii) Developing novel user interface designs that incorporate features to support their functionality in a multi-lingual global context;
 - (iii) Developing suitable tools and standards for accessing, linking and analysing new and existing databases, including standards and protocols for indexing, validation, documentation and quality control in multiple human languages, character sets and computer encodings; and
 - (iv) Providing access to new and existing databases;
- (b) Facilitating development of an electronic catalogue of the names of known organisms;
- (c) Designing and implementing SpeciesBank;
- (d) Developing a digital library of biodiversity data;
- (e) Developing partnerships with other organisations and projects;
- (f) Improving high-speed networking and computation infrastructures;
- (g) Sharing computational facilities, including high-volume data storage;
- (h) Developing model curricula for biodiversity informatics training;
- (i) Training researchers, data managers and technicians;
- (j) Implementing specific programs to enhance the biodiversity informatics capacity and technical skills base of developing countries; and
- (k) Helping to co-ordinate and harmonise the biodiversity informatics programs of the Participants.

5. Co-operation and Co-ordination

The Participants intend to encourage co-operation amongst themselves in the implementation of GBIF and in the development of joint work programmes in areas of mutual interest with the Secretariat of the Convention on Biological Diversity 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 GBIF, which will then be put into effect by the GBIF Secretariat.

2. Establishment

The Governing Board will come into existence at the first meeting of the Participants after establishment of GBIF, 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 Paragraph 4.4, may vote on the Governing Board, following the procedures indicated in Paragraph 4.5.

(b) Associate Participants

Participants that have not 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 will be invited to designate a non-voting representative to 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. The Governing Board will negotiate a fair and appropriate financial contribution for such Voting Participants.

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.

6. Responsibilities

The Governing Board may:

- (a) select a GBIF Secretariat Host with reference to the criteria established to solicit bids for the GBIF Secretariat Host;
- (b) adopt for each year the Work Programme and the Budget, together with an indicative program of work and budget for the following two years; the Governing Board may, by consensus, make adjustments to the Work Programme and the Budget at any time after it has been adopted;
- (c) adjust, by consensus, the scales of financial contributions suggested in Annex I, using appropriate economic indicators such as GDP;
- (d) 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;
- (e) allow employees or agents of a Participant to utilise some of the funds provided in the Budget to implement the Work Programme, consistent with the regulations and decisions of the Governing Board;
- (f) monitor the performance of the GBIF Secretariat Host; if necessary, the Governing Board may replace the GBIF Secretariat Host;
- (g) select an Executive Secretary; the Governing Board may also remove the Executive Secretary;
- (h) approve the staffing level and staffing plan for the GBIF Secretariat based on recommendations from the Executive Secretary;
- (i) provide guidance and direction to the Executive Secretary on the duties of the position and monitor the Executive Secretary’s performance;
- (j) carry out the other functions conferred upon it by this MOU, including by any Annexes or modifications hereto;
- (k) consider any matters pertaining to GBIF or its operations submitted to it by the Executive Secretary, the GBIF Secretariat Host, or by any Participant; and
- (l) consider at each meeting any outstanding applications by any organisation 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 4.4.

7. Procedures

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

Paragraph 5

THE GBIF SECRETARIAT HOST

1. Role and Purpose

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

2. Selection

- (a) The GBIF Secretariat Host will be chosen via a competitive bidding process, as outlined in Paragraph 4.6(a).
- (b) Any Voting Participant is entitled to submit a bid for the GBIF Secretariat Host.
- (c) The bidders for the GBIF 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 GBIF Secretariat Host, GBIF Secretariat and Executive Secretary, as outlined in this MOU and in the Request for Proposal to Host the GBIF 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 GBIF Secretariat Host is located:

- (a) The GBIF Secretariat Host will be accountable to the Governing Board for all matters pertaining to GBIF, except as otherwise provided in this MOU;
- (b) The GBIF Secretariat Host will either house the GBIF Secretariat and employ the Executive Secretary and other GBIF staff, or will facilitate such housing and employment.

4. GBIF Secretariat/GBIF Host Relationship

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

5. Reimbursement of Costs

Through appropriate financial arrangements with the GBIF Secretariat, expenses and costs reasonably and properly incurred by the GBIF Secretariat Host in supporting the GBIF Secretariat, above those costs that the GBIF Secretariat Host itself has agreed to provide, may be paid from the funds collected pursuant to Paragraph 9. Neither the GBIF 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 GBIF SECRETARIAT

1. Designation

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

2. Legal Status

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

4. Responsibility

The GBIF Secretariat will execute the Work Programme and expenditure of the budget, under the direction of the Executive Secretary.

5. Tasks

The GBIF Secretariat will:

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

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 EXECUTIVE SECRETARY

1. Authority

The Executive Secretary will act as the chief executive officer of GBIF 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 GBIF. The activities of the Executive Secretary will be subject to the laws and jurisdictions in force in the country of the GBIF Secretariat Host.

2. Accountability

The Executive Secretary will be responsible to the Governing Board for the execution of all scientific and administrative activities of the GBIF Secretariat. The duties of the office will be specified in an annex to the employment contract of the Executive Secretary.

3. Responsibilities

The responsibilities of the 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 GBIF 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 Data

To the greatest extent possible, GBIF is foreseen as an open-access facility. All users, whether GBIF Participants or others, ought to have equal access to data in databases affiliated with or developed by GBIF.

3. Intellectual Property Rights to Biodiversity Data

GBIF should encourage the free dissemination of biodiversity data and, in particular:

- (a) should not assert any Intellectual Property Rights in the data in databases that are developed by other organisations and that subsequently become affiliated to GBIF;
- (b) should seek, to the greatest extent possible, to place in the public domain any data commissioned, created or developed directly by GBIF; and
- (c) should respect conditions set by data providers that affiliate their databases to GBIF.

When establishing affiliations or linkages with other databases, GBIF should seek to ensure that the data so made available will, in effect, be in the public domain, and will not be subject to limitations on its further non-commercial use and dissemination, apart from due attribution.

4. Attribution

GBIF should seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data.

5. Access to Specific Data

Nothing in this MOU should be read to restrict the right of owners of databases affiliated with GBIF to block access to any data.

6. Validity of Data

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

7. Legitimacy of Data Collection

Where the collection of new data has entailed access to biodiversity resources, GBIF should ask for reasonable assurances from the data holder that such access was consistent with applicable laws, regulations and any relevant requirements for prior informed consent.

8. Intellectual Property Rights to Biodiversity Tools

GBIF may claim appropriate Intellectual Property Rights available within applicable national jurisdictions over any tools, such as search engines or other software products, that are developed by GBIF while carrying out the GBIF Work Programme.

9. Technology Transfer

The Participants acknowledge that, subject to any relevant Intellectual Property Rights, GBIF should seek to promote the non-exclusive transfer to research institutions in developing countries of such informatics 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 GBIF Secretariat via the financial contracts described in Paragraph 6.5(c)), or negotiated with the Governing Board under the provisions in Paragraph 4.4, are considered to be Basic Financial Contributions. These contributions are to be held by the GBIF Secretariat in a Central Fund and used to fund the Work Programme, as established by the Governing Board in accordance with Paragraph 4.6(b), and to reimburse the GBIF 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 developing countries at meetings of the Governing Board. Supplementary Financial Contributions are to be held by the GBIF Secretariat, kept separate from 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.

4. Costs Borne by Participants

Participants bear the costs of their own participation in GBIF, 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 GBIF functions, events, and activities.

5. Crediting of Income

Any income generated in the course of GBIF activities that accrues to the GBIF Secretariat or the GBIF Secretariat Host is to be used for advancing the GBIF Work Programme.

Paragraph 10

ASSOCIATION AND DISASSOCIATION OF PARTICIPANTS

1. Association of Participants

Association with this MOU is open to any country, economy, inter-governmental organisation or other organisation, or to an entity designated by a country, economy, inter-governmental organisation or other organisation. Such association becomes effective upon signature of this MOU.

2. Participant Status

Any Participant becomes eligible to be a Voting Participant on the Governing Board by making the financial contribution suggested in Annex I, or, in the case of economies, inter-governmental organisations or other organisations offered voting participation by the Governing Board under the provisions in Paragraph 4.4, by making the negotiated financial contribution. In order to retain its voting status, a Voting Participant must make its financial contribution within six months of completing the requisite financial contract with the GBIF Secretariat, as described in Paragraph 6.5(c). In subsequent years, the financial contribution will continue to be due within six months of the anniversary date of the financial contract with the GBIF Secretariat.

3. Disassociation of Participants

Any Participant may disassociate itself from this MOU by advising the Governing Board in writing of its intention to do so and of the effective date. In the event of disassociation of a Participant, the Governing Board may agree by consensus to adjust the Work Programme and the Budget to take account of such disassociation or, again by consensus, may decide to adjust the scale of contributions of Participants to the Budget.

Paragraph 11
OTHER MATTERS

1. Establishment of GBIF

GBIF will come into existence on March 1, 2001, or when at least ten Participants have signed the MOU and the sum of the contributions they have pledged to contribute totals at least 2 million US dollars, whichever is the later date.

2. Duration

Except as provided below, GBIF 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 GBIF Secretariat, acting in accordance with the laws of the jurisdiction in which it is located, will arrange for the liquidation of the assets of GBIF; property held by the GBIF Secretariat for the benefit of the Participants is to be regarded, for this purpose, as assets of GBIF. In the event of such liquidation, the GBIF Secretariat, so far as practicable, will distribute any assets of GBIF, or the proceeds therefrom, in proportion to the basic financial contributions which the Participants have made from the beginning of the operation of GBIF, 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.

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__.

Annex I

FINANCIAL CONTRIBUTIONS FOR VOTING PARTICIPANTS

1. Intent of this Annex

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

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. Participants whose per capita GDP is less than US\$ 10,000 may contribute the amount for the category one lower than that corresponding to their GDP, unless they are already in the lowest category.

3. Initial Year Payment

For the first year of their participation in GBIF, 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.

All figures are in US dollars.

Participant Categories and GDPs	Suggested Annual Basic Financial Contribution
1—GDP > \$3000 billion	\$700 000
2—GDP \$2000-3000 billion	\$450 000
3—GDP \$1000-2000 billion	\$250 000
4—GDP \$100-1000 billion	\$100 000
5—GDP \$50-100 billion	\$50 000
6—GDP \$25- 50 billion	\$20 000
7—GDP < \$25 billion	\$500
Associate Participant (non-voting)	No monetary contribution; must agree to establish a node and to share data.