



# Guidelines

## Access and benefit sharing in research projects



Isabel Lapeña, Isabel López and Muhabbat Turdieva

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**Bioversity International** is an independent international scientific organization that seeks to improve the well-being of present and future generations of people by enhancing conservation and the deployment of agricultural biodiversity on farms and in forests. It is one of 15 centres supported by the Consultative Group on International Agricultural Research (CGIAR), an association of public and private members who support efforts to mobilize cutting-edge science to reduce hunger and poverty, improve human nutrition and health, and protect the environment. Bioversity has its headquarters in Maccaresse, near Rome, Italy, with offices in more than 20 other countries worldwide. The organization operates through four programmes: Diversity for Livelihoods, Understanding and Managing Biodiversity, Global Partnerships, and Commodities for Livelihoods.

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Cover illustration: Mrs. Lazokat Azimova interviews farmer woman in Argamchi village, Uzbekistan. Courtesy of Mr. Lutsian Nikoloyai, Uzbek Research and Production Centre of Ornamental Gardening and Forestry

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# 1.

## INTRODUCTION

Landscape view of vineyard of farmer Mr. Abdulla Shodiev belonged before to the soviet collective farm, Zarkent village, Tashkent province, Uzbekistan. *Bioversity International/M. Turdieva*

Central Asia is considered to be the centre of origin and diversity for many globally important agricultural crops, particularly temperate fruit tree species. Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan are rich in highly variable domesticated crops with many landraces with unique characteristics. Farmers have conserved landraces and local varieties of apricot, grapevine, pomegranate, pear among others, which are still maintained in home gardens and on small farms. Many wild fruit species such as pistachio, walnut, apple, pear, almond are also grown in forests in the region, which are valuable genetic resources for improvement of food crops because of their resistance to insects and disease as well as their wide adaptation.

The GEF Project “*In situ*/On farm Conservation and Use of Agricultural Biodiversity (Horticultural Crops and Wild Fruit Species) in Central Asia”, implemented by UNEP-GEF and coordinated by Bioversity International, has as a main objective the conservation of the high diversity of horticultural crops and wild fruit species found in the Central Asian countries, the valuable genetic stocks important to plant breeders, researchers, and local populations who depend on them for their livelihoods.

One of the main components of the Project is to provide options to policy-makers for strengthening legal and policy frameworks in light of the Convention on Biological Diversity, the recently adopted Nagoya Protocol on Access and Benefit Sharing and the International Treaty on Plant Genetic Resources for Food and Agriculture. In particular, the need to reinforce conservation of crop wild relatives of the fruit crop species, to protect farmers' rights, and to explore ways through which the benefits derived from the use of genetic resources can be shared with the farmers that conserve them *in situ* were found to be the most prevalent issues.

To this aim, national partners identified different benefits and products as a result of the project, possible beneficiaries and the conditions of free and restricted access under which these benefits and products should be shared among project partners and with third parties. National partners also underlined the need to come up with different access and benefit sharing tools that could deal with all these different relationships.

The following Guidelines are provided to respond to this demand and to facilitate national parties with different agreements that can help them in their relations of access and benefit sharing in the context of the *In situ*/On farm Project. The Guidelines describe the context in which the agreements are implemented and provide for information related to their main content and applicable provisions. The Guidelines also propose a model that has been particularly adapted to the context of the *In situ*/On farm Project and which can be used on a voluntary basis by national parties or adapted to their particular and local conditions.



# 2.

## ACCESS TO TRADITIONAL KNOWLEDGE: PRIOR INFORMED CONSENT

Woman with a child is going to walnut forest to harvest wild nuts, Sidjak forest farm, Uzbekistan. *Uzbek Research and Production Centre of Ornamental Gardening and Forestry/L. Nikolyai*

### a) Significance

Researchers should follow a code of ethical practices in the way they carry out research by obtaining farmers' prior consent with regard to the use of their knowledge. Projects concerned with *in situ*/on farm conservation and use imply that researchers are in contact with local communities and register their knowledge, skills and practices in relation to agrobiodiversity management and conservation, and that they use such knowledge to generate publications, new varieties, technologies, etc.

Traditional knowledge is the knowledge of the conservation and use of agricultural biodiversity that people have developed over time in a given community, based on experience and as a result of local culture and environmental conditions. Traditional knowledge is a dynamic element. It evolves as it is transferred through generations.

During the implementation of the *In situ* Project in Central Asia, national partners were exposed to farmers' practices, skills and methods related to fruit tree management in Central Asia, and particularly in relation to: the choice of species, varieties and rootstocks; the layout of trees and shrubs (bushes); and the way they carry out agricultural activities

in orchards and vineyards (row-spacing in orchards, inter-row tillage, cultivation of soil, watering and fertilizing, the formation and pruning of trees and shrubs, disease and pest control, spring frost protection, storage, processing of fruits and other methods that are necessary for agricultural biodiversity management). Farmers are not always properly recognized by researchers as the originators of this knowledge, which has a huge actual and potential value. Such lack of awareness and respect of farmers' rights over their traditional knowledge may contribute to the loss and misappropriation of such knowledge. On the other hand, it is within the rights of local populations to make informed decisions about matters that affect them, their resources and practices.

For these reasons, it is necessary that researchers obtain written consent (document) of local communities before the beginning of any new study that will involve the collection of traditional knowledge from farmers. This agreement is called Prior Informed Consent and is based on the understanding that an agreement has been reached between the provider and the intended recipient of the traditional knowledge.

Similarly, the contribution of traditional knowledge holders shall be acknowledged in established order and cited in all publications and presentations. To this aim, before disclosing traditional knowledge on scientific articles, databases, books, presentations, websites, among others, the appropriate consent of traditional knowledge holders shall be sought and an understanding regarding authorship and attribution shall be reached.

It is also important that researchers share with traditional knowledge holders how the traditional knowledge has been used by, for example, giving them a copy of all publications that have been made using the collected knowledge.

In addition, research partners should take the steps necessary to protect traditional knowledge from misuse and misappropriation and help, to the extent possible, communities that wish to actively seek means of protecting traditional knowledge and to ensure its maintenance within the local context.

### **b) Content**

- “Prior Informed Consent” or PIC refers to the consent obtained by the formal researcher from the farmer or community after disclosing fully the intent and scope of the research, in a language and process understandable to the farmers, and before any activity or use of traditional knowledge is undertaken.



- “Prior”: It is necessary to document the PIC before the beginning of any new study, based on the understanding that has been reached between the provider and the intended recipient.
- “Informed”: The PIC can take the form of an agreement and should reflect that both sides understand what traditional knowledge is going to be shared, how the traditional knowledge is going to be used, how and when the results of the research will be reported back to the providers, as well as other points that have been discussed in order to bring about a full understanding of the research project and the implications for both sides regarding the use of the traditional knowledge in the project. It is highly recommended that researchers and farmers discuss and agree beforehand on all the different issues covered by the PIC, to avoid any possible misunderstanding.
- “Consent”: the consent would be given under the form of a written agreement or certificate that refers to all the issues above mentioned. It will provide security to researchers and local communities regarding future public disclosure of the traditional knowledge.

### c) Model of Prior Informed Consent Agreement

#### PRIOR INFORMED CONSENT AGREEMENT

Dear Traditional Knowledge Holder(s),

The researcher(s) *(name)*, and *(name)* and *(name)*,

from the Research Institution *(name of institute)*,

intend to conduct a research project which involves collecting and using traditional knowledge and practices related to the use of crop diversity in your farm.

The research is described here:

Objectives.....

Scope.....

Purpose of the use of traditional knowledge.....

We would like to get your consent to collect and use the traditional knowledge and practices.

With this purpose, please tick the appropriate boxes of the Agreement and sign in front of each of them.

**FOR INDIVIDUALS**

- Can (*Name of the Research Institution*) use your traditional knowledge in its research activities?

Yes  
 No

- Can (*Name of the Research Institution*) share your contact details with those interested in your traditional knowledge/practice?

Yes  
 No

- Can (*Name of the Research Institution*) share your traditional knowledge with other individuals and institutions?

Yes  
 No

- Can (*Name of the Research Institution*) publish your traditional knowledge on the Internet/in a magazine or any other media?

Yes  
 No

- Should (*Name of the Research Institution*) include your name as the source of the traditional knowledge in any publication where such knowledge is mentioned or used?

Yes  
 No

- If Yes, to what extent can (*Name of the Research Institution*) share your traditional knowledge

Partial disclosure: only a summary  
 Full disclosure

- Would you like (*Name of the Research Institution*) to pursue further research on your traditional knowledge (if applicable)?

If yes, please specify

---

- Would you like to be informed about how your traditional knowledge has been used by (*Name of the Research Institution*)?

Yes  
 No

**FOR A COMMUNITY**

|  |
|--|
| <ul style="list-style-type: none"><li>Name of the community's authorized leader<br/>elected .....<br/>traditional.....</li></ul>   |
| <ul style="list-style-type: none"><li>Can (<i>Name of the Research Institution</i>) use the traditional knowledge of the community in its research activities?<br/><input type="checkbox"/> Yes<br/><input type="checkbox"/> No</li></ul>  |
| <ul style="list-style-type: none"><li>Can (<i>Name of the Research Institution</i>) share the address of the community with those interested?<br/><input type="checkbox"/> Yes<br/><input type="checkbox"/> No</li></ul>   |
| <ul style="list-style-type: none"><li>Can (<i>Name of the Research Institution</i>) share the community's traditional knowledge with other individuals and institutions?<br/><input type="checkbox"/> Yes<br/><input type="checkbox"/> No</li></ul>  |
| <ul style="list-style-type: none"><li>Can (<i>Name of the Research Institution</i>) publish the traditional knowledge on the Internet/in a magazine or any other media?<br/><input type="checkbox"/> Yes<br/><input type="checkbox"/> No</li></ul>   |
| <ul style="list-style-type: none"><li>Should (<i>Name of the Research Institution</i>) refer to the community as the source of the traditional knowledge in any publication in which such traditional knowledge is mentioned?<br/><input type="checkbox"/> Yes<br/><input type="checkbox"/> No</li></ul> |
| <ul style="list-style-type: none"><li>If Yes, to what extent can (<i>Name of the Research Institution</i>) share the traditional knowledge?<br/><input type="checkbox"/> Partial disclosure/summary<br/><input type="checkbox"/> Full disclosure</li></ul>   |

- To what extent is specific traditional knowledge/community knowledge known and / or practiced within or among the concerned communities?
  - Known to few
  - Known to many
  - Known widely
  - Practiced by few
  - Practiced widely
  - Practiced by many

- Should (*Name of the Research Institution*) inform the community about how its traditional knowledge has been used?
  - Yes
  - No

Declaration: I/We have read this Prior Informed Consent Form carefully and have understood the implications of sharing my/our traditional knowledge in the context of the research project described above. I/We have voluntarily decided to select the option/ options which I/we have ticked above. I/We assure (*Name of the Research Institution*) that all the information given here is correct (true) to the best of my/our knowledge, understanding and belief.

Name and Address of the Community/Traditional Knowledge Holder

.....

.....

.....

Signature.....

Name and Address of (*Name of the Research Institution*) Representative:

.....

Signature.....

Date.....



# 3.

## TRANSFER OF GERmplasm AND PLANTING MATERIAL FOR RESEARCH PURPOSES ONLY

Farmer Mrs. Malika Karimova grows saplings of local fruit crops varieties in her nursery, Yukori-yuz village, Khorezm province, Uzbekistan.  
*Uzbek Research Institute of Plant Industry/K. Baymetov*

### **a) Significance**

Free access to germplasm of fruit crops is based on the premise that germplasm will be used for research and breeding for non-commercial purposes, and that the research will be devoted to generating new knowledge and other research results that are shared openly with farmers, the global research community and society in general.

A simple standard material transfer agreement can be used in this case.

### **b) Content**

The main elements that may be included in a Material Transfer Agreement are related to the identification of the material, the purpose of the transference of biological material (samples) and provider and user's rights and obligations.

In relation to provisions that relate to access conditions, the following issues, among others, may be considered in the agreement:

- Description of the genetic resources covered by the Material Transfer Agreement, including accompanying information (for example, information about its conservation or agricultural management practices);
- Definitions of the material to be transferred (for example, “Material(s)” includes progeny, mutants, or replicated forms thereof, and all cell, tissues, plants, and seeds containing the “Material,” including any replicated forms);
- Permitted uses of the genetic resources under the Material Transfer Agreement (for example, research and breeding);
- Provisions on the mandatory reporting of any new intended use of the genetic resources (for example, from purely research purposes to commercial purposes), mentioning specifically the requirement to renegotiate the Material Transfer Agreement in such cases;
- Undertaking to minimize environmental impact of collection activities;
- Provisions regarding access to related traditional knowledge.

In relation to clauses dealing with legal provisions, rights and obligations, the following issues, among others, may be considered to be included in the Material Transfer Agreement:

- Provisions stating that no warranties will be given by the provider regarding the identity or quality of the provided material;
- Indication of whether the genetic resources and/or accompanying information may be transferred to third parties and if so the conditions that should apply;
- Regulations on the rights and obligations of the provider and recipient/user;
- Provisions for the exclusion of the right of the recipient to claim any property rights, including intellectual property rights, to the genetic resources obtained through the Material Transfer Agreement;
- In case of public disclosure (for example, through publications) acknowledgement and citation of the origin of the material;
- Arrangements for the settlement of disputes;
- Duration and termination of the agreement.

## c) Model of Material Transfer Agreement (MTA) for research, breeding, training and conservation purposes

### MATERIAL TRANSFER AGREEMENT

#### 1. This Material Transfer Agreement is made between:

(Name, position, institution, country) .....

.....

.....

(hereafter referred to as 'the provider') and

(Name, position, institution, country) .....

.....

.....

(hereafter referred to as 'the recipient')

#### 2. Obligations of the provider

a. The provider agrees to transfer to the recipient the following biological material

.....

.....

.....

(hereafter referred to as 'the material'):

b. The provider agrees to transfer available information related to the material, such as passport data and agronomic and evaluation data.

c. The provider makes no warranties as to the identity, safety, quality, viability or purity of the material being furnished, nor as to the accuracy or correctness of any passport and other data provided with the material.

**3. Obligations of the recipient**

- a. The recipient can use the germplasm for research, breeding, training and conservation purpose, without any commercial objective.
- b. In the case that the recipient aims to use the germplasm for commercial purposes, the recipient commits to refer to the provider and negotiate a new material transfer agreement.
- c. The recipient agrees not to claim ownership over the material, not to seek any intellectual property rights over the material and/or its genetic components. The recipient also agrees not to seek intellectual property rights over related information received.
- d. The recipient agrees to share with the provider information collected during the utilization of the material, including information about the performance of the material, breeding methods applied for the improvement of the material, and agronomic techniques tested with the material.
- e. The recipient agrees to acknowledge the source of the material if used in research publications.
- f. The recipient may distribute the material and related information to third parties, provided that such parties accept the same obligations that this agreement imposes on the recipient.
- g. The recipient will inform the provider about transfers of the material to third parties.
- h. The recipient assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of biological material.

Place, date and signatures

.....  
.....





# 4.

## TRANSFER OF GERmplasm FOR COMMERCIAL PURPOSES: POSSIBLE BENEFIT SHARING PROVISIONS

Local fruits diversity in Chorsu market, Tashkent, Uzbekistan.  
*Uzbek Research Institute of Plant Industry/I.F. Nazarov*

### **a) Significance**

Research partners may grant access to germplasm to users who seek to develop commercial products with such germplasm.

Benefit sharing conditions can be included in the Material Transfer Agreement as explained before or in a different Contract Agreement to be signed between the provider and the recipient. This agreement will define, therefore, the conditions for the use of the germplasm and possible benefit sharing obligations for the user.

### **b) Content**

The benefits arising out of the utilization of genetic resources can be divided into two very general categories: monetary (commercial) pecuniary and non-monetary (non-commercial) non-pecuniary benefits. This distinction will arise mostly from differently targeted uses of genetic resources; in basic research, non-monetary benefits are especially important, while applied research will be more focused on commercial utilization.

It is important that provider and recipient agree on the extent and amount to which the benefits should be shared, so that both parties are aware of the possibility of beginning benefit sharing as early as during the research process.

- Non-monetary benefits:

Non-commercial benefits should be given particular attention when negotiating a benefit sharing agreement, especially in relation to research and capacity building. The following non-monetary benefits can be included as terms of benefit sharing arrangements, and as a condition for granting access:

- To inform the competent authority/research partner of all research findings for subsequent research and development on the collected samples;
- Contributions to research capabilities of the provider;
- Making available or sharing the infrastructure required for research activities;
- Access to *ex situ* collections;
- Creation of research networks;
- Establishing and maintaining a mechanism for sharing the information about research and its findings with academic partners;
- Involvement of the provider in the research project;
- Deposit of duplicates of each sample collected and associated information in germplasm collections of the provider;
- If the research and development project results in a new plant variety or a useful product for agriculture, access to such product at a lower price or under advantageous conditions;
- Pre-publication access by the provider to research results;
- Joint publication of research findings, among others.

Non-monetary benefits in relation to Farmers' Rights implementation, can include:

- Access to seeds and propagating material, and related information;
- Participation in the definition of breeding goals;
- Participatory plant breeding in collaboration between farmers and scientists;
- Strengthening of farmers' seed systems;
- Conservation activities, including local seed banks, enhanced use of farmers' varieties, including market access.

- Monetary benefits:

If the recipient desires to use the material for profit-making or commercial purposes, in advance of such use the parties may negotiate the establishment of the terms of a commercialization agreement. Additionally, if recipient's research involving the material results in a new invention or modification that may be commercially useful, then the parties may determine (i) relative contribution, (ii) inventorship, (iii) intellectual property registration, and (iv) process of commercialization and distribution of benefits that might arise from the commercialization process.

In relation to monetary or commercial benefits, the following provisions can be stated as benefit sharing arrangements:

- A flat fee and upfront payments;
- Royalties;
- Milestones payments;
- Recognition as a partner in intellectual property ownership of products derived from the supplied material;
- Concessionary rates or free supply of commercial products derived from the resources provided;
- Transfer of technologies;
- Donation of equipment to national institutions.

In addition, benefits in relation to Farmers' Rights include the right of farmers to be rewarded for genetic material obtained from their fields and used in commercial varieties and/or protected through intellectual property rights.

### **c) Model of Benefit Sharing Agreement**

The previous model of a Material Transfer Agreement can be adapted to include provisions in relation to what benefits will be shared between parties and how. Such provisions obviously need to be discussed and agreed in advance by the provider and the recipient of the germplasm.

An example of provision in relation to monetary benefit sharing can be the following:

*“In the case that the recipient receives some monetary benefits from the use of the material, the recipient shall annually pay ..... % of the annual benefits to the provider institution” or “to a fund established by the Ministry of Agriculture to support conservation and research activities within (certain country)”.*



# 5.

## FREE AND RESTRICTED ACCESS TO INFORMATION RESULTING FROM A RESEARCH PROJECT

Farmer Mr. Kurban Jalilov and scientist Dr Evgeniy Butkov are discussing approaches in pomegranate orchards management, Dashnabad village, Surkhandarya province, Uzbekistan.

*Uzbek Research and Production Centre of Ornamental Gardening and Forestry/L. Nikolyai*

### **a) Significance**

As a result of the *In situ*/On farm Project in Central Asia, a database on crop varieties and wild fruit species has been created, together with the development of information of very different nature (training materials, technologies for orchard management, names of conservationist farmers, list of nurseries, scientific publications, among others). An agreement has been required to enable a continuous relationship of exchange and cooperation among Project partners, and also defining their conditions for third beneficiaries' access and use of the information.

In practical terms, a website has been created with different levels of access according to the definition by parties of the information as open or restricted to third parties.

In legal terms, three different relations have been contemplated: the interaction between the coordinator of the database and project partners; a second that establishes the conditions for sharing information among national partners and their obligations as providers of the information; and a third one that includes the agreement among partners defining the conditions for third party beneficiaries.

## b) Content

The main issues in the definition of an Information Sharing Agreement were:

- Identification of project partner representatives to act as national focal points in providing information and maintaining dynamic relations of sharing and exchange of information among stakeholders;
- Definition of what information and data is considered to be of open access to the public (global community); restricted to sharing with project partners; absolute restricted and accessible upon application with appropriate permission of the provider of the information;
- Intellectual Property Rights arrangements;
- Maintenance of the website and the database, among others.

## c) Information Sharing Agreement as adopted by the *In Situ/On Farm Project in Central Asia*

The agreement that is being reached among *In Situ/On farm Project* partners in Central Asia is presented as a model of Information Sharing Agreement:

### INFORMATION SHARING AGREEMENT

|   |
|---|
| This agreement is made between the following parties (hereinafter, the parties):      |
| 1. Name and address of the National Executive Agency in Kazakhstan                    |
| 2. Name and address of the National Executive Agency in Kyrgyzstan                    |
| 3. Name and address of the National Executive Agency in Tajikistan                    |
| 4. Name and address of the National Executive Agency in Turkmenistan                  |
| 5. Name and address of the National Executive Agency in Uzbekistan                    |
| (Hereinafter, these five parties will be referred to as National Executing Agencies.) |
| 6. Bioversity International (“Bioversity”)  |
| <b>Background</b>   |

This agreement deals with the collaboration on sharing and dissemination of the information and data generated by the UNEP/GEF Project “*In Situ/On Farm Conservation and Use of Agricultural Biodiversity (Horticultural Crops and Wild Fruit Species) in Central Asia*”. The main purpose of the Project has been the conservation and sustainable use of horticultural crop and wild fruit species genetic diversity in Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan through addressing the problem of inadequate information, coordination and knowledge, thereby contributing to the elimination of the other major barriers to conserving fruit genetic resources (unsustainable use of wild fruit species and loss of traditional diversity-based farming systems).

As a result, better information and knowledge on wild resources, on the number and quality of horticultural crops and their genetic resources, distribution, conservation, and use has been attained. Therefore, knowledge about levels and distribution of fruit species genetic diversity, and the value of this diversity for sustainable agriculture and ecosystem health have been enhanced in order for them to be used to strengthen national and regional policies and legislation towards the conservation and sustainable use of agrobiodiversity.

The main features during the implementation of the Project have been the good collaboration and coordination among national partners in sharing knowledge and experience and in strengthening links among scientists and farmers. The present Information Sharing Agreement reflects this desire for continuous collaboration among national partners, so that existing linkages among institutions continue in the future through enabling facilitated access to data, publications and resources that have been developed as a result of the Project and that regional collaboration is increased towards agrobiodiversity conservation.

In consideration of the foregoing, the parties agree as follows:

## **1. Objectives**

The objectives of this Information Sharing Agreement are:

To provide a framework for the provision, storage, sharing and dissemination of the information resulting from the Project.

To set forth the terms and conditions under which Project partners will share information among themselves and with non-Project partners through a website.

## **2. Use of terms**

|   |
|---|
| <p>Project: UNEP/GEF Project “<i>In Situ</i>/On Farm Conservation and Use of Agricultural Biodiversity (Horticultural Crops and Wild Fruit Species) in Central Asia”.</p>   |
| <p>Project partners: Individuals who have been involved in the implementation of the Project, either as members of the National Executing Agencies or not, and who will be granted access to all the information stored in the website.</p>   |
| <p>Website: Digital database held by the Project Coordinator which stores the information and is available on the internet.</p>   |
| <p>Information: All the information generated by the Project that will be included in the website.</p>  |
| <p>Survey data: Information collected through focus group discussions, household surveys and interviews during the Project.</p>   |
| <p>Project Coordinator: Institution in charge of coordinating the implementation of the Project, i.e. Bioversity.</p>   |
| <p>National Executing Agencies (hereinafter NEA): Institutions in charge of implementing the Project at the national level and parties to this agreement.</p>   |
| <p>National Focal Point (hereinafter NFP): Person or persons designated by each National Executing Agency with capacity to provide information to be uploaded on the website and take decisions about access and use of the information by third parties.</p>   |
| <p><b>3. Open access information and restricted access information</b></p>  |
| <p>3.1. Parties agree that there will be three types of information:</p>  |
| <p>Open Access Information: Information published on the website and publicly available to Project partners and the general public.</p>   |
| <p>Restricted Access Information: Information that will be stored in a restricted area of the website, which will be accessible only to Project partners. Restricted access information will be made available to non-Project partners upon appropriate permission from the party that provided the information. Restricted access information will be considered publicly available without limitations or restraints after a period of seven years from the official date of finalization of the Project (December 2011).</p> |

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|   |
|---|
| <p>Absolute Restricted Access Information: Information that will be stored in a restricted area of the website, which will be accessible only to the representatives of the party that provided the information. Absolute Restricted Access Information will be made available to Project partners and the general public upon appropriate permission from the party that provided the information.</p> |
| <p>3.2. Parties agree that the following information will be Open Access Information:</p>   |
| <p>A list of all the scientific publications (articles, research papers, monographs, etc.) as a result of the project;</p>  |
| <p>Scientific publications (articles, research papers, monographs and other publications) as a result of the project, as long as they are allowed by the publisher;</p>   |
| <p>Publications on technologies related to the cultivation and management of orchards;</p>  |
| <p>Database on Project partners;</p>  |
| <p>Draft laws and regulations;</p>  |
| <p>Project proposals to conserve agrobiodiversity;</p>  |
| <p>Training materials (on technologies for the cultivation and management of orchards, etc.) for education and capacity-building purposes, and under protection of intellectual property rights in case of replication;</p>   |
| <p>Information on training centers;</p>   |
| <p>Number of key nurseries and their agroecological zone;</p>   |
| <p>Farmer and households' code numbers;</p>   |
| <p>Farmers' major specializations;</p>  |
| <p>In relation to location references of households, farms and settlements, only open access to latitude and longitude location references of their District information in degrees and minutes without seconds;</p>  |
| <p>Morphological characterization of varieties and species;</p>   |
| <p>General information related to traditional knowledge and management practices; not know-how;</p>   |
| <p>General information about the importance of plant genetic resources and local diversity of fruit crops and wild species for the regional and global community;</p>   |



|   |
|---|
| All the information included in the survey data that is not under the consideration of Restricted Access Information or Absolute Restricted Access Information.               |
| 3.3. Parties agree that the following Information will be Restricted Access Information:  |
| Full content of unpublished scientific work (articles, research papers, monographs, among others);  |
| Database on demonstration plots;  |
| Database on key nurseries and their locations;  |
| Farmers and households' names;  |
| Evaluation data of varieties and species;   |
| Traditional knowledge and management practices: Restricted access under acknowledgement and copyright protection.   |
| 3.4. Parties agree that the following information will be Absolute Restricted Access Information:   |
| Socioeconomic data resulting from household surveys;  |
| Latitude and longitude location references of households, farms and settlements;  |
| Settlement names;   |
| Endangered species geographical location (for example, varieties under the Red List and CITES).   |
| <b>4. Obligations</b>   |
| 4.1. The National Executing Agencies (NEA) will:  |
| Share with all the parties complete contact details of the individuals that have been designated as National Focal Points (NFP).  |
| Ensure that the NFP will coordinate the execution of the responsibilities under this agreement and act as the main contact point between the NEA and the Project Coordinator. |
| Through the NFP, regularly provide the information to be uploaded on the website to the Project Coordinator.  |

|   |
|---|
| <p>When providing the information to be uploaded on the website, confirm its open or restricted nature according to Article 3 of this agreement.</p>  |
| <p>Specify the Project partners who will have access to the Restricted Access Information and communicate their contact details to the Project Coordinator.</p>   |
| <p>Obtain any necessary permissions to make the information available on the website.</p>   |
| <p>4.2. Project Coordinator/Bioversity will:</p>  |
| <p>Design the website.</p>  |
| <p>Upload the information provided by the NFP to the website following the conditions of accessibility specified in Article 3 of this agreement for each type of information.</p>   |
| <p>Provide technical guidance on information quality.</p>   |
| <p>Manage the legal basis for access to and use of the website (disclaimers, copyright notifications, terms of use and acknowledgment, among others) and prominently display them on the website.</p>   |
| <p>Place a copy of this agreement on the restricted access area of the website.</p>   |
| <p>Not alter, modify, or otherwise change, the information in any way if the quality standards are met.</p>   |
| <p>Not claim exclusive property rights over any information provided by the NFP.</p>  |
| <p>Not express any opinion on the information when making them publicly available.</p>  |
| <p>Acknowledge that the NEA are the source of the information and encourage website users to acknowledge the website as the source of the information. The “terms of use” and acknowledgements will be prominently displayed on the website.</p>  |
| <p><b>5. Maintenance of the website</b></p>   |
| <p>Bioversity commits to maintain the website for the first two years of functioning, from the moment the website is published on the internet; after this period, NEA will take the responsibility for its maintenance. Parties may decide to amend or terminate this agreement or to sign a new agreement regulating the new responsibilities in relation to its maintenance.</p> |
| <p>After the mentioned period of two years, Bioversity will not have any coordination responsibilities and will not be accountable for the information displayed on the website.</p>  |

## **6. Conditions for sharing restricted access information among Project partners and with non-Project partners**

All Project partners will have access to the Restricted Access Information provided by all parties. If a Project partner wants to use Restricted Access Information for commercial purposes, such Project partner will ask the permission of the NEA that provided such information.

Each National Executive Agency will be able to reproduce and distribute Restricted Access Information originally provided by the same National Executive Agency, without any need to obtain permission from the other parties.

Parties agree that once the Restricted Access Information is considered to be publicly available without limitations or restraints according to Article 3 of this agreement, parties will be able to use, reproduce and distribute such information for free, without any need to obtain permission from one another.

Non-Project partners' access to Restricted Access Information will require the explicit permission from the NEA that provided such information. In this case, the NEA can impose specific terms and conditions for the use of the information. The contact details of all the NFP will be available on the website for non-Project partners to get in touch with the NFP regarding the access to and use of Restricted Access Information.

## **7. Dissemination of information and acknowledgement**

When disseminating and publishing the information, or any research finding based on such information, the parties will recognize the other parties through citation, acknowledge or reference to the source of information as well as UNEP-GEF as financial supporter of the Project.

Parties will publicize the website by including its links in their institutional websites and in scientific publications resulting from the use of the information stored on the website.

Parties will make efforts to ensure that all website users publicly recognize the parties as the authors of the information as well as UNEP-GEF and any other donor as financial supporters of the Project.

## **8. Intellectual property rights**

Neither the receipt of the information nor its publication through website shall affect whatever intellectual property rights the National Executive Agencies may hold with respect to the information.

**9. Effect, amendment and termination of agreement**

This Agreement will enter into force on the date of signature by not less than two parties and will become effective for every party at the moment of signature by each party.

The terms of this agreement can be amended upon written agreement by all the parties.

Any party may unilaterally withdraw from the agreement by giving at least thirty (30) days prior written notice to all the parties of this agreement.

**10. Settlement of disputes**

Any disputes or differences of any kind arising between the parties during the implementation of this Agreement shall be settled amicably upon consultation between all parties in accordance with tenor and intent of this Agreement.

Parties agree that six originals of this agreement are signed in Russian and six originals are signed in English (1 original for each Party) and that all originals have equal validity.

Date and signature

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# Contributors

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This publication presents part of the findings of the regional GEF project “*In situ*/On farm conservation and use of agricultural biodiversity (horticultural crops and wild fruit species) in Central Asia” implemented in five countries—Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan. The project is coordinated by Bioversity International (IPGRI) with financing from the Global Environmental Facility (GEF), and implementation support from the United Nations Environment Program (UNEP).

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