



# Memorandum *of* Understanding



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**Contact** GBIF Secretariat Universitetsparken 15  
DK-2100 Copenhagen Ø  
Denmark  
+45 35 32 14 70  
[info@gbif.org](mailto:info@gbif.org)

**+Info** [www.gbif.org](http://www.gbif.org)

# Memorandum *of* Understanding

*Approved by the GBIF Governing Board at the annual Board Meeting (GB17)  
in Suwon, Republic of Korea, October 2010*

# Memorandum of understanding for the Global Biodiversity Information Facility

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The signatories to this non-binding Memorandum of Understanding (MOU), being countries, economies, inter-governmental or international organizations, other organizations with an international scope, or entities designated by them, have decided that a co-ordinated international scientific effort is needed to enable users throughout the world to openly share and put to use vast quantities of global biodiversity data, thereby advancing scientific research in many disciplines, promoting technological and sustainable development, facilitating the conservation of biodiversity and the equitable sharing of its benefits, 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.

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 the recommendation that a Global Biodiversity Information Facility (hereinafter referred to as “GBIF”) be established, with open-ended participation.

Noting that GBIF was established in March 2001, and that the first and second MOU for GBIF had each a duration of five years (2001-2006/2007-2011), the signatories to this Memorandum of Understanding hereby express their intention either to continue their existing Participation in GBIF or to become new Participants in GBIF as a mechanism of technical and scientific international co-operation.

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Paragraph 1

# Definitions

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## 1. *Biodiversity Data*

In the context of this MOU, biodiversity data refers to scientific data, primarily about biological species and about specimens or observations of individual organisms.

## 2. *Participant*

A country, economy, inter-governmental or international organization, other organization with an international scope, or an entity designated by them that has signed this MOU and has expressed its intention to implement the contents thereof. A Participant may designate an entity to take part in the operations of GBIF and to act for the Participant in such matters as the Participant chooses to delegate to it.

## 3. *Participant Biodiversity Information Facility (BIF or Node)*

A mechanism by which a Participant coordinates and supports its GBIF networked data-sharing activities.

The Participant BIF has the overall objective of promoting, coordinating and facilitating the mobilization and use of biodiversity data among all the relevant stakeholders within the Participant's domain, primarily to help address the Participant's biodiversity information needs and priorities.

The Participant BIF should be the main mechanism by which the GBIF Participant coordinates with, contributes to and benefits from the central services, infrastructure, and capacity provided by GBIF as a globally decentralised initiative.

A Participant BIF includes both physical infrastructure and human resources.

Typically a Participant BIF encourages and supports the activities of the Participant's data publishers to both contribute and use GBIF-served data, provides information technology (IT) infrastructure and expertise for GBIF-related activities, and functions as an information gateway among Participants, other stakeholders, and the GBIF Secretariat.

Paragraph 2

## Understandings

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1. GBIF is an open-ended international co-ordinating body set up with the overall aim of furthering technical and scientific efforts to develop and maintain a global information facility for sharing of digital biodiversity data.
2. The Participants' involvement in this MOU is subject to the goodwill and effective contribution to GBIF activities and operations, either financially or through any of the activities described in Paragraph 3.3, and is subject to the laws and regulations applicable to the individual 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 MOU continues the goals and intents of the previous GBIF MOUs in order to sustain the benefits of GBIF and allow its continued existence and development. The Governing Board may decide on suitable arrangements to facilitate the continued involvement and transition of the Participants from the latest MOU (2007- 2011) to this one.
5. This document is not legally binding and has no effect as a legal or political precedent.
6. Basic Financial Contributions to GBIF whenever mentioned in this MOU are voluntary contributions decided by each Voting Participant.

Paragraph 3

# Objectives

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## 1. Purpose

The purpose of GBIF is to promote, co-ordinate, design, enable and implement the compilation, linking, standardization, digitization and global dissemination and use of the world's biodiversity data, within an appropriate framework for property rights and due attribution. GBIF works in close co-operation with established programmes and organizations that compile maintain and use biological information resources. The Participants, working through GBIF, establish and support a distributed information system that enables 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 publishing these data.

## 3. Involvement of the Participants

Each Participant signing this MOU should seek to:

- a. participate actively in the formulation and implementation of the GBIF Strategic Plan and the Work Programme, both cooperatively in the Governing Board and through development of national policies as appropriate;



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- b.* share biodiversity data through GBIF under a common set of technical standards and within an intellectual property rights framework (such as that described in Paragraph 8);
  - c.* form a Participant Biodiversity Information Facility (with a Node or network of Nodes), to organize and/or provide access to biodiversity data and metadata, standards, software tools or other services to enhance the GBIF network. If an 'Other Associate Participants' as defined in 4.2 b(v) - cannot share data and establish a BIF, the Participant may in its petition to become a GBIF Participant outline in what way it intends to be relevant and actively contribute to the achievements of GBIF's overall purpose and some of the goals of GBIF (See 3.1 and 3.2);
  - d.* secure its national intellectual, technological and data mobilization investments as a Participant in GBIF;
  - e.* as appropriate, make other investments in biodiversity information infrastructure in support of the GBIF mission and national, regional and international needs, as well as help to co-ordinate and harmonise the biodiversity informatics programmes of the Participants, and
  - f.* as appropriate, contribute to training and capacity development for promoting global access to biodiversity data, including implementing specific programs to enhance the biodiversity informatics capacity and technical skills base of developing countries.

#### **4. 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 and initiatives to avoid duplication and to benefit from existing resources and expertise.

Paragraph 4

# The Governing Board

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## 1. Role and Purpose

The Governing Board is the means by which the Participants make collective decisions on all matters relating to GBIF, which both the Participants and the Secretariat then carry out coordinated or facilitated by the Secretariat.

## 2. Composition

The Governing Board consists of one representative from each Participant.

There are two modes of participation:

### a. Voting Participants

Voting Participants are those Participant countries that have decided to make a financial contribution as outlined in Paragraph 9 and the GBIF Financial Regulations and have made a financial arrangement as described in Paragraph 10.2.

### b. Associate Participants

There are two categories of Associate Participants

*i.* Associate Participant Countries: those Participant countries that have not yet decided to make a financial contribution as outlined in Paragraph 9 and the GBIF Financial Regulations.

*ii.* Associate Participant Countries are eligible and encouraged to become Voting Participants as soon as possible.

*iii.* The category of an Associate Participant Country is a temporary category of up to five years duration from the date when the Associate Participant Country signs the MOU. (For extension of the period see *iv*). During this period the Associate Participant Country may decide to become either a Voting Participant in accordance with Paragraph 4.2 a; or an Observer in accordance with Paragraph 4.4 or may withdraw from GBIF.

*iv.* Associate Participant Countries may apply to the Executive Committee for an extension of time as an Associate Participant Country if plans for moving to Voting Participant status cannot be accomplished within five years after signing the MOU.

*v.* Other Associate Participants: Intergovernmental organizations, international

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organizations, other organizations with an international scope and economies are categorised as Other Associate Participants and are not eligible to become Voting Participants. This category is not limited in time.

Associate Participants are encouraged to take part in the deliberations of the Governing Board, but may not vote.

### **3. Additional Participants**

The Secretariat of the Convention on Biological Diversity is invited to designate a non-voting representative to the Governing Board.

### **4. Observers**

Countries or organizations or other international bodies that have not signed the MOU, but are interested in sharing biodiversity data and follow the activities of GBIF, may be recognized by the GBIF Governing Board as observers as well as former Associate Participant Countries deciding to be observers. (See 4.2.b(iii))

### **5. Voting**

- a.** The Governing Board works by consensus where mandated in this MOU. Such consensus means consensus of Voting Participants present.
- b.** In all other decisions, the Governing Board should strive to work by consensus whenever possible. If consensus is not reached after reasonable attempts have been made, then decisions will be made by super-majority, unless the Governing Board has decided in its Rules of Procedure to decide by simple majority.
- c.** A super-majority vote is the affirmative vote of a two-thirds majority of the Participants present and voting.
- d.** A simple majority vote is the affirmative vote of more than one-half of the Participants present and voting.

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*e.* 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, Internet, video conference, or other practical means determined in advance by the Governing Board.

## 6. *Responsibilities*

The Governing Board may:

- a.* establish its Rules of Procedure and such subsidiary bodies as it sees necessary for its proper functioning and the achievement of GBIF goals;
- b.* formalise relationships with organizations that may assist GBIF to achieve its goals;
- c.* adopt a multi-year Strategic Plan for GBIF and a multi-year Budget Plan with an associated Table of suggested Basic Financial Contributions (See also 9.1 (a) and (d));
- d.* adopt the Work Programme and the annual Budget;
- e.* monitor the Strategic Plan, the Work Programme and the Budget and make adjustments as needed;
- f.* decide the timing and scope of independent reviews of GBIF, implementation, governance, impact or uptake;
- g.* review and adjust, by consensus, the Guidelines for calculating Basic Financial Contribution;
- h.* adopt such rules, regulations and policies as may be required for the operations of GBIF;
- i.* monitor the performance of the GBIF Secretariat Host; if necessary, the Governing Board may replace the GBIF Secretariat Host;
- j.* select the Executive Secretary; the Governing Board may also remove the Executive Secretary;
- k.* approve the Staff Rules for the GBIF Secretariat based on recommendations from the Executive Secretary;
- l.* provide guidance and direction to the Executive Secretary on the duties of the position and monitor the Executive Secretary’s performance;

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- m.* approve the annual financial statement and select the audit company;
  - n.* carry out other functions conferred upon it by this MOU; and
  - o.* consider any matters pertaining to GBIF or its operations submitted to it by the Executive Secretary, the GBIF Secretariat Host, or by any Participant.

## **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, governance issues, the Work Programmes, and budgets, and for making those intersessional decisions delegated to it by the Governing Board.

Paragraph 5

# The GBIF Secretariat Host

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## 1. *Role and Purpose*

The GBIF Secretariat Host will provide the location, facilities and services mutually decided upon 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 is to also to obtain or provide legal status for the GBIF Secretariat.

## 2. *Reimbursement of Costs*

- a.* In accordance with prior 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 consented to provide may be paid from the funds collected pursuant to Paragraph 9.
- b.* Neither the GBIF Secretariat Host, nor its experts, employees, agents, representatives or contractors are to commit the Participants to any expenditure beyond what is available in the Central Fund, as defined in Paragraph 9.1(b).

Paragraph 6

# The GBIF Secretariat

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## 1. *Role and Responsibility*

The GBIF Secretariat is to execute the Work Programme in accordance with the Strategic Plan, and spend the Budget, under the direction of the Executive Secretary.

## 2. *Designation*

The GBIF Secretariat consists of the Executive Secretary and such other staff as are judged necessary by the Governing Board.

## 3. *Accountability*

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

## 4. *Tasks*

The GBIF Secretariat :

- a. employs the Executive Secretary and other GBIF Secretariat staff;
- b. holds the Central Fund described in Paragraph 9.1;
- c. is responsible for developing financial arrangements with Voting Participants specifying how those Participants 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.

## 5. *Cooperation*

The GBIF Secretariat may, as appropriate, conclude memorandums of cooperation with national or regional biodiversity facilities or organizations with the purpose of coordinating collective efforts as specified in Paragraph 3.3 e and f.

Paragraph 7

# The Executive Secretary

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## 1. Role and Authority

- a.* The Executive Secretary acts as the chief executive officer of GBIF and the Executive Director of the GBIF Secretariat.
- b.* The Executive Secretary has 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.
- c.* The activities of the Executive Secretary are subject to the laws and regulations in force in the country of the GBIF Secretariat Host.

## 2. Accountability

The Executive Secretary is accountable to the Governing Board for all scientific, financial and administrative activities of the GBIF Secretariat.

## 3. Responsibilities

The responsibilities of the Executive Secretary include:

- a.* implementing the Work Programme and expenditure of the Budget;
- b.* hiring such staff as may be required to carry out the Work Programme;
- c.* supervising the work of the GBIF Secretariat and its staff, including consultants and seconded personnel;
- d.* preparing and submitting to the Governing Board, no later than three months before the beginning of each financial year, either a draft Work Programme and/or an update on a previously approved Work Programme together with a Budget Proposal for the forthcoming financial year - including a forecast. The Budget Proposal will in addition include information on the status of the Supplementary or other Funds (See 9.2 and 9.3);
- e.* providing the Governing Board with an audited annual Financial Report for approval;
- f.* providing the Governing Board with a substantive Annual Report; and
- g.* representing GBIF as appropriate.



Paragraph 8

# Intellectual Property

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## 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 an open-access facility. All users whether GBIF Participants or others, should have equal access to data in databases affiliated with or developed by GBIF.

## 3. *Intellectual Property Rights to Biodiversity Data*

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

- a. should not assert any proprietary rights to the data in databases that are developed by other organizations and that subsequently become affiliated to GBIF;
- b. should seek, to the greatest extent possible, to make freely and openly available, with the least possible restrictions on reuse, any data commissioned, created or developed directly by GBIF; and
- c. should respect conditions set by data publishers 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 not be subject to limitations on the further non-commercial use and dissemination of those data, apart from due attribution of their source.

## 4. *Attribution*

GBIF seeks to ensure that the publisher/holder of data is acknowledged and requests that such attribution be maintained in any subsequent use of the data.

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## 5. *Access to Specific Data*

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

## 6. *Validity of Data*

It should be a condition of access to and use of GBIF accessible data that users acknowledge that the validity of the data in any databases affiliated with GBIF cannot be assured. GBIF disclaims 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 publisher/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, on mutually decided terms, to research institutions, particularly in developing countries, of such informatics technology as it has available, especially in conjunction with training and capacity development programs.

Paragraph 9

# Finance

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## 1. *Basic Financial Contributions*

*a.* Basic Financial Contributions are the annual contribution to GBIF from Voting Participants calculated according to approved Guidelines for calculating Basic Financial Contributions (See 4.6(g)). A Table of suggested Basic Financial Contributions for Voting Participants should be calculated and presented by the GBIF Executive Committee for approval by the Governing Board on a multi-year basis. This Table should indicate the suggested contributions in actual figures for each Voting Participant for each of the years in a multi-year period calculated on the basis of an approved multi-year Budget Plan for GBIF.

*b.* The Governing Board may decide by consensus to change - based upon the Guidelines for calculating Basic Financial Contributions (See 4.6(g)) - the approved Table of suggested Basic Financial Contribution during the multi-year period.

*c.* The annual contributions are to be transferred to the GBIF Secretariat in accordance with the financial arrangements described in Paragraph 10.2 to be held by the GBIF Secretariat in a Central Fund and used as stipulated in the Budget approved by Governing Board.

*d.* The Governing Board is to approve by consensus a new Table of suggested Basic Financial Contributions for Voting Participants for a next multi-year period well in advance of the expiration of the current approved Table of Basic Financial Contributions.

## 2. *Supplementary Financial Contributions*

*a.* In addition to Basic Financial Contributions, both Voting and Associate Participants may make Supplementary Financial Contributions to fund specific parts of the Work Programme, or for other specified purposes decided upon by the Governing Board. Those specified purposes may include facilitating attendance by Participants from developing countries at meetings of the Governing Board.

*b.* Other Income (also regarded as Supplementary Financial Contributions)

The Secretariat may accept other income from additional sources (e.g. foundations, agencies, research councils, and private companies) offered for the purposes set out in this MOU and the Strategic Plan.

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c. Supplementary Financial Contributions are to be held by the GBIF Secretariat separate from the Basic Financial Contributions. Funds may only be used for the purposes specified by the contributor.

### **3. *Costs Borne by Participants***

Participants bear the costs of their own participation in GBIF, including the costs of establishing and supporting their Participant Biodiversity Information Facility, programmes for digitization of biodiversity data, formulating or transmitting reports, travel costs for their delegates, and other expenses related to attendance by their representatives at meetings of the Governing Board and other GBIF functions, events, and activities.

### **4. *Crediting of Income***

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

Paragraph 10

# Association and Disassociation of Participants

## 1. Association of Participants

Association with GBIF is open to any country, economy, inter-governmental, international organization or organization with an international scope or to an entity designated by them as described in Paragraph 1.2. Such association becomes effective upon signature of this MOU.

## 2. Participant Status

*a.* A country that has signed the MOU becomes a Voting Participant on the Governing Board by deciding to make a Basic Financial Contribution and making the financial arrangement negotiated with the GBIF Secretariat, as described in Paragraph 6.4(c). This arrangement sets out the Voting Participant's financial contribution calculated on the basis of the approved Guidelines for calculating Basic Financial Contributions (See 4.6(g)) and the period for which the arrangement is valid.

*b.* In order to retain voting rights a Voting Participant is requested to make its financial contribution each year within the first three months of the GBIF financial year, unless the Executive Committee has approved a later payment arrangement for the financial year.

The voting rights of a Voting Participant that is more than one financial year behind paying its basic financial contribution in accordance with the financial arrangement will be suspended until it has made all outstanding financial contributions.

## 3. Disassociation of Participants

*a.* 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 of disassociation.

*b.* In the event of disassociation of a Voting Participant, the Governing Board may decide 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 contributions of Participants to the Budget in accordance with the approved Guidelines for calculating Basic Financial Contribution (See 4.6(g)).

Paragraph 11

# Other Matters and Signature Page

## 1. Duration

GBIF is intended to be an open-ended long-term cooperative endeavour in order to sustain the benefits of access to biodiversity data.

## 2. Discontinuation

The Voting Participants, acting by consensus, may discontinue this MOU at any time. In a situation where discontinuation has been so decided 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 there from, in proportion to the Basic Financial Contributions which the Participants have made from the beginning of the operation of GBIF.

## 3. Modifications

Excepting paragraph 2 (5), this MOU may be modified at any time by the Governing Board through a consensus vote of all the representatives of all the Voting Participants.

Signing the MOU to become/continue as a Voting Participant (countries only)

Signing the MOU to become/continue as an Associate Participant

Official GBIF Participant name<sup>1</sup>: .....

Signature: .....

Date: ..... Place: .....

1. Country or organization name as you would like it to appear in all official GBIF correspondence; letters, website, etc.



