

Examples of model Benefit Sharing Agreements

MODEL CONTRACTUAL AGREEMENT FOR NON-COMMERCIAL RESEARCH ON GENETIC RESOURCES

This Agreement is between the Provider of Genetic Resources (*Insert the name of 'the Provider'*) and the User of Genetic Resources (*Insert the name of 'the User'*) for the non-commercial research described in Appendix 1.

1. Prior informed consent for the collection of genetic resources

This Agreement is based on the prior informed consent of the Provider of Genetic Resources. The prior informed consent provided by the Provider of Genetic Resources only applies to the collection of genetic resources listed in Appendix 1.

2. Purpose of the collection of genetic resources

The User of Genetic Resources will only use the collected genetic resources for the non-commercial purposes listed in Appendix 1.

3. Ownership in the collected genetic resources and their transfer to third parties

The User of Genetic Resources will not seek exclusive rights (including intellectual property rights) over the collected genetic resources or derivatives thereof, nor will they transfer the collected genetic resources or derivatives to anyone outside the project participants mentioned in Appendix 1.

4. Intellectual property and commercialisation

If the User of Genetic Resources decides that they want to make commercial use (including an application for intellectual property protection) of the collected genetic resources or derivatives thereof, they must obtain the prior informed consent of the Provider of Genetic Resources. The terms of such commercial use, including benefit sharing arrangements shall be subject to a separate agreement between the Provider and the User of Genetic Resources.

5. Storage and management of the collected genetic resources and derived data

5.1 Upon the completion of the Project, the collected genetic resources and derived data will be stored and managed, or disposed of, according to the Project described in Appendix 1.

5.2 The Provider of Genetic Resources will have access to all data that the User of Genetic Resources collects, compiles, produces, stores, and shares, unless the data contains knowledge that is otherwise confidential.

6. Sharing of the benefits resulting from the Project

The User of Genetic Resources will:

6.1 share Project publications, research outputs, and research results with the Provider of Genetic Resources;

6.2 acknowledge the role played by the Provider of Genetic Resources in all Project publications and research outputs;

6.3 provide the Provider of Genetic Resources with the opportunity to be named as co-author(s) of the resulting Project publications; and

6.4 bear all costs associated with the supply of the genetic resources.

Appendix 1: Project Description

1. Details about the research

- 1.1 Describe the research to be undertaken and timelines

2. Project participants

- 2.1 Participants from the organisation of the Provider of Genetic Resources
- 2.2 Participants from the organisation of the User of Genetic Resources
- 2.3 Participants from other organisations

3. Details about the genetic resources and their collection

- 3.1 Which genetic resources will be collected for the project?
- 3.2 Who will collect the genetic resources, from where, and in what quantities?
- 3.3 How will the collected genetic resources be used in the research?
- 3.4 Is there a fee for the genetic resources? If so, what is it, when and how will it be paid?
- 3.5 Is there any specific condition attached to the collected genetic resources?

4. Details about the storage and management of the collected genetic resources and derived data

- 4.1 How will the collected genetic resources and data derived from the research be handled and stored during the project period?
- 4.2 Who will have access to the collected genetic resources and derived data?
- 4.3 How will the collected genetic resources and derived data be managed or disposed of upon the completion of this project?

5. Details about the sharing of research results with the Provider of Genetic Resources

- 5.1 What are the proposed means of sharing research results?

MODEL CONTRACTUAL AGREEMENT FOR COMMERCIAL RESEARCH ON GENETIC RESOURCES

This Agreement is between the Provider of Genetic Resources (*Insert the name of 'the Provider'*) and the User of Genetic Resources (*Insert the name of 'the User'*) for the commercial research described in Appendix 1.

1. Prior informed consent for the collection of genetic resources

This Agreement is based on the prior informed consent of the Provider of Genetic Resources. The prior informed consent provided by the Provider of Genetic Resources only applies to the collection of genetic resources listed in Appendix 1.

2. Purpose of the collection of genetic resources

The User of Genetic Resources will only use the collected genetic resources for the commercial purposes listed in Appendix 1.

3. Ownership in the collected genetic resources and their transfer to third parties

The User of Genetic Resources will not seek exclusive rights over the collected genetic resources, nor will they transfer the collected genetic resources to anyone outside the project participants mentioned in Appendix 1.

4. Intellectual property, commercialisation and benefit sharing

4.1 The ownership of background intellectual property, any new intellectual property that arises from the use of the genetic resources and derivatives, the commercialisation of the collected genetic resources and derivatives, and any related benefit sharing will be in accordance with the terms and conditions mentioned in Appendix 1.

5. Storage and management of the collected genetic resources and derived data

5.1 Upon the completion of the Project, the collected genetic resources and derived data will be stored and managed, or disposed of, according to the Project described in Appendix 1.

5.2 The Provider of Genetic Resources will have access to all data that the User of Genetic Resources collects, compiles, produces, stores, and shares, unless the data contains knowledge that is otherwise confidential.

Appendix 1: Project Description

1. Details about the research

- 1.1 Describe the research to be undertaken and timelines

2. Project participants

- 2.1 Participants from the organisation of the Provider of Genetic Resources
- 2.2 Participants from the organisation of the User of Genetic Resources
- 2.3 Participants from other organisations

3. Details about the genetic resources and their collection

- 3.1 Which genetic resources will be collected for the project?
- 3.2 Who will collect the genetic resources, from where, and in what quantities?
- 3.3 How will the collected genetic resources be used in the research?
- 3.4 Is there any specific condition attached to the collected genetic resources?

4. Details about intellectual property, commercialisation and benefit sharing

- 4.1 What are the terms and conditions for the ownership of intellectual property (e.g., background intellectual property, project generated intellectual property)?
- 4.2 What are the terms and conditions for the commercialisation of the collected genetic resources and derivatives?
- 4.3 How will the benefits resulting from the project be shared between the Provider and the User of Genetic Resources (e.g., monetary, non-monetary or both)?

5. Details about the storage and management of the collected genetic resources and derived data

- 5.1 How will the collected genetic resources and data derived from the research be handled and stored during the project period?
- 5.2 Who will have access to the collected genetic resources and derived data?
- 5.3 How will the collected genetic resources and derived data be managed or disposed of upon the completion of this project?

6. Details about the sharing of research results with the Provider of Genetic Resources

- 6.1 What are the proposed means of sharing research results?

Best Practice Guideline: Examples of model Benefit Sharing Agreements June 2024

This document is intended to evolve with changes in the law. If you come across an error or a situation which is not covered by these Guidelines, please email carol.ballard@uq.edu.au.