

Memorandum of Understanding between

The **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS** (hereinafter referred to as “**CSIC**”), duly organized and existing under the laws of Spain, having its registered address at calle Serrano 117, 28006, Madrid, Spain, hereby represented by Cristina de la Puente, in his capacity as Vice-President for Scientific and Technical Research;

The **MINISTERIO DE CIENCIA, TECNOLOGÍA E INNOVACIÓN PRODUCTIVA** of the **REPUBLICA ARGENTINA** (hereinafter referred to as “**MINCyT**”), having its registered address at Av. Córdoba 831, Ciudad Autónoma de Buenos Aires, República Argentina, hereby represented by Dr. Lino Barañao, in his capacity as Ministro de Ciencia, Tecnología e Innovación Productiva;

The **INSTITUTO SUPERIOR DE AGRONOMIA** (hereinafter referred to as “**ISA**”), having its registered address at Tapada da Ajuda, 1349-017 Lisboa, Portugal, hereby represented by Amarilis de Varennes, in his capacity as President;

The **MINISTRY OF SCIENCE, TECHNOLOGY, INNOVATION AND COMMUNICATION** of the **REPÚBLICA FEDERATIVA DO BRASIL** (hereinafter referred to as **MCTI**), having its registered address at Esplanada dos Ministérios, Bloco E, CEP 70067-900 / Brasília - DF, hereby represented by represented by Your Excellency, the Minister of Science, Technology, Innovation and Communication, Mr. Gilberto Kassab;

The **MUSÉUM NATIONAL D'HISTOIRE NATURELLE**, of the **RÉPUBLIQUE FRANÇAISE** (hereafter referred to as “**MNHN**”) is a French public institution under the dual

supervision of the Ministry of Higher Education and Research and the Ministry of Ecology and Sustainable Development, hereby represented by his President Mr Bruno David;

The Instituto Nacional de Biodiversidad de Costa Rica (INBio), legal person No. 3-002-103261-12, inscribed in the Public Registry under the laws of the Republic of Costa Rica, having its headquarters at Santo Domingo, Heredia, Costa Rica and hereby represented by M.Sc. Randall Gerardo García Víquez in its capacity of General Director;

CSIC, MINCyT, ISA, MCTI, MNHN and INBIO, hereinafter referred to as the “Parties”, convinced of the strategic importance of scientific and technological research,

The Parties are convinced of the strategic importance of the scientific and technological research in the fields of Biodiversity, Biodiversity Informatics and related disciplines, and of the need to publish and give access to biodiversity information, recognizing their legal capacity to subscribe this MoU.

WHEREAS:

CSIC is the managing institution of GBIF-Spain, that coordinates and implements the National Biodiversity Information Network, providing ICT tools, infrastructure and training to institutions and projects all over the country, and supporting data publishing activities, (www.gbif.es). GBIF-Spain is the national node of the Global Biodiversity Information Facility (www.gbif.org).

The MINCyT is the national authority on science in Argentina, under which the National System of Biological Data (SNDB) is developed to create a national network of unified data containing biological information from multiple sources (taxonomy, ecology, cartography, bibliography, ethnobiology among others) to make it available through the SNDB portal.

INSTITUTO SUPERIOR DE AGRONOMIA is the host institution of the Portuguese Node of GBIF, which promotes the integration of Portuguese data providers and resources of biodiversity information on the Global Biodiversity Information Facility, and the availability of biodiversity data for the scientific research and societal needs.

The **MCTI** is the government agency responsible for the formulation and implementation of the National Science and Technology Policy, under which the **Sistema de Informação sobre a Biodiversidade Brasileira (SiBBr)** was created as an online platform developed in order to encourage and facilitate the publication, integration, access and use of information on Brazilian biodiversity, supporting research and process of formulating public policy and decision-making related to conservation and its sustainable uses.

The **Muséum National d'Histoire Naturelle (MNHN)** is one of the world's major natural history institutions and is the managing institution of GBIF France, that coordinates and implements GBIF related activities in France, in close relation with other related organizations and programs in France. It is the national node of the Global Biodiversity Information Facility (www.gbif.org).

INBio is a research and biodiversity management center, established in 1989 to support all efforts made to gather knowledge on the country's biological diversity and promote its sustainable use. INBio is a non-governmental, non-profit, public interest organization of civil society that works in close collaboration with different government institutions, universities, the private sector and other public and private organizations, both within and outside Costa Rica.

As the Parties are the coordinating entities of their respective national biodiversity information networks --within the framework of the "Global Biodiversity Information Facility"-- have common objectives, seek similar outcomes, and face comparable challenges.

As part of the GBIF network, the parties have past and on-going cooperation, though beneficial and effective, has been much limited to communication and training. [s4]

The Parties recognise that enhancing collaborative efforts will be of mutual benefit and may contribute to an enduring institutional linkage for research, education co-operation and assistance.

Therefore, in consideration of the above premises the Parties agree hereby as follows:

Article I

Objective

This Memorandum aims to move the current level of collaboration among the Parties to a more tangible and fundamental plane, by planning, coordinating, and sharing developments, in this case software code and documentation for serving biodiversity data, in a variety of cases: for scientific research, for land-use planning, conservation, etc.

The objective of this Memorandum is to set up the initial components of a transnational cooperation framework in the domain of biodiversity information, focused but not limited to developing a technological platform for serving biodiversity data in the national contexts based on the developments of the open source project “Atlas of Living Australia”.

Article II

Means of Cooperation

The Parties undertake this objective by supporting each other in organising and setting scientific activities in a multilateral context by the following means:

- a) Collaboration in software development, documentation, translations, guidelines and manuals, as well as setting platforms for their collaborative production.
- b) The carrying-out of joint development projects, workshops and/or networks, in fields of mutual interest.
- c) Joint organisation of courses, conferences, seminars, symposia, networking, and personnel training programs in areas of mutual interest.
- d) Exchange of scientific or technical staff for a long or short stay.
- e) The use of hardware infrastructure and facilities for the joint development of the specific projects under the terms and conditions agreed in each case.

f) Any other initiatives, within the competence of the Parties and in accordance with the objectives set out in this Memorandum that the Parties may consider of mutual interest.

Article III Areas of Interest

The cooperation modalities of this MoU will be established regarding the following areas of research:

- Biodiversity
- Biodiversity Informatics
- Environment
- Any other related area of interest

Article IV Resources

The present Memorandum shall not imply any financial obligation for the Parties; consequently each Party shall be responsible for the expenses it incurs in performing its rights and obligations under this Memorandum.

The Parties acknowledge all expenses, travel, living, medical, surgical and allied costs will be determined at the discretion and be the responsibility of each individual Party.

Nothing shall diminish the full autonomy of either Party nor will any constraint or financial obligations be imposed by either upon the other in carrying out this MoU.

The present Memorandum shall not create any specific relation between the, employees, agents, representatives and similar (hereinafter referred to as "Staff") of a Party and the other Party, including but not limited to, labor, statutory or professional relations.

In addition, in case of exchange or visits of Staff, the Parties agree that they will be subject to the host organism's internal regulations (or in absence of which, the regulations in force) in particular concerning the treatment of personal data, conduct, working hours and the competition of all hygiene, health and safety regulation.

Article V Organization

Coordination of this MoU will be executed by Coordinators in charge appointed by the respective Parties.

The parties will designate their respective Coordinators in charge within 90 days following the MoU signature.

Coordinators in charge will constitute the Supervising Committee for this MoU. The Supervising Committee will meet at least once a year. Coordinators of current specific action under this MoU can take part in these meetings. These meeting can be carried out face-to-face or by electronic means.

Article VI Confidentiality

The Parties agree and undertake to keep confidential any information or data that may be exchanged, acquired and/or shared in connection with any program or activity conducted under this MoU and/or each Specific Agreement, except when the information or data is already in the public domain and when a specific writing authorization is being given.

For the purposes of this MoU, "Confidential Information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over it has full control; and include all other such information that may be in possession of the disclosing Party's staff.

Each Party agrees and undertakes to ensure that all the staff and subcontractors to whom the confidential information is divulged are made aware of, and undertake to comply with, the obligations as to the confidentiality herein contained.

Article VII
Intellectual Property

Regarding technology transfer and intellectual property, the activities under this MoU will adhere to the principles of free and open exchange of data, knowledge, and open-access publishing, in accordance with the “OECD’s Principles and Guidelines for Access to Research Data from Public Funding”.

Article VIII
Third Parties

The incorporation of Third Parties to this MoU shall be documented by signing a collaboration Statement of Interest hereinafter the "Statement of Interest". Each Statement of Interest should include the conditions and particular specifications that the parties agree by consensus to incorporate the Third Party and the contribution of the institutions involved in its development, and will be incorporated into this MoU as an attachment, forming an integral part of the same.

Article IX
Term and Termination

This Memorandum of Understanding shall become effective from the date of the last signature and operate for a period of five (5) years. At the end of that period, the Parties may agree to extend the duration of this MoU by mutual written agreement.

Notwithstanding any other provisions herein contained, either Party may forthwith terminate this Memorandum by written notice to the other Party if either of the following events shall occur:

- In the event that it is agreed by all the Parties that there is no longer valid reason for continuing, the Parties may decide to terminate this Memorandum by mutual written Memorandum of their authorized representatives.
- By either Party giving to the other not less than ninety (90) days prior written notice to that effect, to expire at any time.

Article X

Representation

This Memorandum shall not be interpreted in the sense that it has created a joint venture, partnership or agency relationship between the Parties and neither Party shall have the right or authority to incur any liability, debt, spending or contracts or other agreements on behalf of any other Party.

Neither Party shall have the capacity or the right to represent any other Party in any field without its express consent, or to use the corporate image of the other Parties without their express consent.

Nothing in this MoU shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Article XI

General Provisions

If any provision of this Memorandum is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Memorandum shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

Any amendment of the present Memorandum must be in writing and signed by the Parties.

The Parties agree than any appendices, any amendments to it or any specific agreement are part of this Memorandum.

The provisions of this Memorandum relating to confidentiality, intellectual property, and governing law, shall not expire when this Memorandum ends.

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Memorandum shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

Any doubt or dispute arising from the interpretation and/or the execution of this Memorandum shall be settled amicably and by mutual agreement between the Parties' representatives.

Should such dispute continue to be unresolved any such dispute shall be finally settled by the National Court of the Party who would be the prospective defendant in legal action of the issue.

The Parties acknowledge and agree that each Party is subject to, and must comply with, laws that are applicable to such party in the jurisdiction in which it is located (e.g. penal laws and local regulation).

The present Memorandum of Understanding is made in 7 (seven) copies, one for each Party. Be it so understood and agreed by the Parties on the later of the dates written below.

**For AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES
CIENTÍFICAS**

C. de la Puente



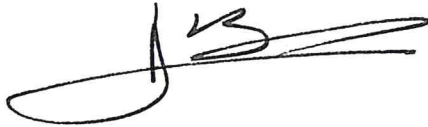
Signature

Name: Cristina de la Puente

Title: Vice-president for Scientific and Technical Research

Date: 30 ABR. 2016

**For MINISTERIO DE CIENCIA, TECNOLOGÍA E INNOVACIÓN PRODUCTIVA OF
THE REPUBLICA ARGENTINA**

A handwritten signature in black ink, consisting of a large, stylized initial 'L' followed by a series of horizontal strokes that form the name 'Barañao'.

Signature

Name: Dr. Lino Barañao

Title: Ministro de Ciencia, Tecnología e Innovación Productiva

Date: 16 / 08 / 2016

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For INSTITUTO SUPERIOR DE AGRONOMIA

Signature *Amarilis de Varennes*

Name: Prof. Amarilis de Varennes

Title: President

Date: 15/7/2016

**For MINISTÉRIO DA CIÊNCIA, TECNOLOGIA E INOVAÇÃO OF THE REPUBLICA
FEDERATIVA DO BRASIL**

Signature

Name: Mr. Gilberto Kassab

Title: Minister of Science, Technology, Innovation and Communication

Date:

For MUSÉUM NATIONAL D'HISTOIRE NATURELLE

Signature

Name: Bruno David du Muséum national d'histoire naturelle

Title: President

 Le Président
Bruno DAVID

Date:

13 JUIL. 2016

For INSTITUTO DE BIODIVERSIDAD DE COSTA RICA

Signature *Randall Gerardo*

Name: M.Sc. Randall Gerardo García Víquez

Title: General Director

Date: *July 12th, 2016*

