

EURISCO Data Sharing Agreement

THIS AGREEMENT dated [.....] is made BETWEEN:

1. CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA (CREA) on behalf of the National Plant Genetic Resources Inventory (NI), OF ITALY, VIA DELLA NAVICELLA 2/4, 00184 ROMA, and
2. **Bioversity International** (“Bioversity”) is the operating name of the International Plant Genetic Resources Institute, which is an independent international research organization supported by the Consultative Group on International Agricultural Research (CGIAR) with full international juridical personality established under an international agreement (the Agreement on the Establishment of the International Plant Genetic Resources Institute) to which 54 Governments are Party, and part of the Alliance of Bioversity and CIAT. Its administrative offices are at: Via San Domenico 1, 00153, Rome, Italy.

BACKGROUND

1. This agreement regards to the collaboration on the maintenance and development of EURISCO (hereby described), between Bioversity on behalf of the Secretariat of the European Cooperative Programme for Plant Genetic Resources (ECPGR) and CREA on behalf of the National Plant Genetic Resources Inventory of **ITALY-ITA**.
2. EURISCO is a European Plant Genetic Resources Search Catalogue and provides common access to information included in the National Inventories of Plant Genetic Resources (NI) of European countries. Collectively, the NIs are the backbone of EURISCO. In addition to relevant information transferred to EURISCO the NIs may also contain other information about plant genetic resources held in the respective country. These NIs are implemented and maintained by National Focal Points (NFP) of individual European Countries as a contribution to the implementation of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) and other international mechanisms such as the FAO Global Plan of Action, the Clearing House Mechanism (CHM) of the Convention on Biological Diversity (CBD) and the Global Biodiversity Information Facility (GBIF). NFPs are appointed within individual European Countries and have the responsibility to coordinate the maintenance of the National Inventories of Plant Genetic Resources and ensure that responsibilities of the National Inventories of Plant Genetic Resources vis-à-vis EURISCO are fulfilled.
3. Targeted users of EURISCO include educators, genebank managers, plant breeders, policy makers, researchers, students, as well as a wider community of various users.
4. Following the mandate and guidance given by the ECPGR Steering Committee, EURISCO is maintained and further developed by Bioversity on behalf of the Secretariat of the ECPGR, and in collaboration with and on behalf of the National Focal Points for the National Inventories. Per an agreement of October, 2018, approved by the ECPGR Steering

Committee, EURISCO is physically hosted by the Leibniz Institute of Plant Genetics and Crop Plant Research (IPK) in Gatersleben, Germany, where EURISCO is maintained and developed, on behalf of Bioversity International (Bioversity), agreement in force until December 31, 2023.

5. EURISCO has the objective of providing access to the most complete and user-friendly data on plant genetic resources occurring *ex situ*, *in situ* and on farm in Europe through a single entry point. These include food crop genetic resources, forages, wild and weedy species (including crop wild relatives – CWR), medicinal and ornamental plants, but not forest genetic resources. Cultivars, landraces, farmers' varieties, breeding lines, genetic stocks and research material are included.
6. The relevant information from the European Genebank Integrated System (AEGIS) will be made available through EURISCO according to the decisions of the ECPGR Steering Committee.
7. EURISCO serves as an impartial platform for distribution of data maintained by the National Inventories of Plant Genetic Resources. EURISCO is managed in accordance with the principle that it should only contain data that can be made publicly available and can be used without limitations or restraints.
8. EURISCO serves as the central European information infrastructure for European Countries, which are Contracting Parties to the ITPGRFA, and is ready to report on their contributions to the Multilateral System of Access and Benefit-Sharing (MLS).
9. The relevant information on the inclusion of accessions in the MLS will be made available *inter alia* through EURISCO.

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

1. DEFINITIONS

In this agreement the following words and expressions have the following meanings unless inconsistent with the context:

NFP National Focal Point is the person appointed by CREA with the responsibility of managing and uploading ITALY's National Inventories of Plant Genetic Resources onto EURISCO in accordance with the standards and procedures agreed in this agreement.

NI National Inventories of Plant Genetic Resources are implemented and maintained by individual European Countries as a contribution to the implementation of the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA) and other international mechanisms such as the FAO Global Plan of Action, the Clearing House Mechanism (CHM) of the Convention on Biological Diversity (CBD) and the Global Biodiversity Information Facility (GBIF). Together, the NIs are the backbone of EURISCO: in addition to relevant information for the PGR Search Catalogue, they may also contain other important information about PGR held in each country.

2. OBLIGATIONS

2.1. Bioversity and CREA have defined the structure and quality requirements of the data to be provided by the NI. The existing standards may be further developed as needed in consultation with the NFP. If, for whatever reason, a set of data, or part thereof, does not comply with any of the requirements, it may be rejected by Bioversity for inclusion in EURISCO.

2.2. The CREA will:

- 2.2.1. ensure that the NFP coordinates the execution of the responsibilities under this agreement and act as the main point of contact between the NI and Bioversity International;
- 2.2.2. acquire and manage the appropriate data of the NI, *inter alia* for upload onto EURISCO;
- 2.2.3. define the appropriate data of ITALY to be incorporated into EURISCO;
- 2.2.4. obtain any necessary permissions from third parties to allow the data to be made publicly available in EURISCO;
- 2.2.5. provide the data to Bioversity or to whom Bioversity designates;
- 2.2.6. provide only non-confidential data that is not subject to any restrictions to be incorporated into EURISCO;
- 2.2.7. provide the data in the EURISCO uploading format at least once a year;
- 2.2.8. resolve any legal actions that may be brought by third parties with respect to such data and indemnify Bioversity against any legal actions that may be brought by third parties with respect to the data provided by the NI to Bioversity for inclusion in EURISCO.

2.3. Bioversity will, directly or through a third party¹:

- 2.3.1. compile into EURISCO the data uploaded from the NI;
- 2.3.2. provide public access to the EURISCO database via a web site, and maintain this website and its user interfaces in consultation with and on behalf of the NFP of the NI;
- 2.3.3. manage the tools and means to facilitate data to be uploaded from NI to EURISCO and provide access to these tools and means to the NI;
- 2.3.4. provide technical guidance on data inclusion and data quality;
- 2.3.5. manage the legal basis for access to EURISCO and use of data (disclaimers, copyright notifications, terms of use etc.) and prominently display on the EURISCO website the terms of use of the data;
- 2.3.6. not alter, modify, or otherwise change, the data in any way if the quality standards are met;

¹ A third party as Leibniz Institute of Plant Genetics and Crop Plant Research (IPK).

- 2.3.7. not claim ownership over any data provided by the NI;
- 2.3.8. not express any opinion on the data when making them publicly available;
- 2.3.9. acknowledge that the NIs are the source of the data on EURISCO;
- 2.3.10. encourage users to acknowledge EURISCO as the source of the data accessed through the EURISCO website.

3. INTELLECTUAL PROPERTY

Bioversity agrees that neither the receipt of data nor its publication through EURISCO shall affect whatever intellectual property rights the CREA may hold with respect to the data.

4. WARRANTIES

- 4.1. CREA, on behalf of the NI, warrants that it has obtained all necessary licenses and authorizations to consent the transfer of such data and will resolve any disputes which might arise from these issues. The assurance will be provided in writing, to Bioversity, if requested.
- 4.2. Bioversity will not provide any warranties for information or data posted onto EURISCO and disclaims responsibility for data content, accuracy or the use of the data.

5. MISCELLANEOUS

- 5.1. Bioversity may make the EURISCO data available to other portals.
- 5.2. The NI has at any time the right to request Bioversity to remove, within three (3) months from NI's request, data from the EURISCO. Such requests should be made to Bioversity in writing. Bioversity will make reasonable efforts to have this data also removed from other databases using EURISCO where EURISCO is a source.

6. TERM AND TERMINATION

- 6.1. This agreement shall commence on the date the last party has signed the agreement, and shall continue until **31 December of 2030** or until terminated in advance in accordance with clause 6.2.
- 6.2. Either party can terminate this agreement by giving a six months' written notice to the other party.

7. SETTLEMENT OF DISPUTES

- 7.1. Any dispute, controversy or claim arising out of or relating to the agreement, or the breach, termination or invalidity thereof arising from the interpretation or execution of this agreement (“Dispute”) shall be settled amicably by negotiations between the parties.
- 7.2. Any Dispute that cannot be resolved by negotiation shall be submitted by either party to international arbitration in accordance with the UNCITRAL Arbitration Rules.

Signed

Date: _____ Date: _____

Signature: _____

Juan Lucas Restrepo Ibiza

Name: Prof. Carlo Gaudio

Director General

Title: President

Bioversity International on behalf of the
ECPGR-Secretariat

On behalf of the CONSIGLIO PER LA
RICRCA IN AGRICOLTURA E
L'ANALISI DELL'ECONOMIA AGRARIA