

MGIS Data Sharing Agreement

THIS AGREEMENT is made **BETWEEN:**

(1) **BIOVERSITY INTERNATIONAL**, at Parc Scientifique Agropolis II, 1990 Bd de la Lironde, 34397 Montpellier cedex 5, France (“**Bioversity**”);

And

(2) **[INSTITUTE]**, with address at **[ADDRESS]** (the “**Data Provider**”).

BACKGROUND

1. Bioversity undertakes, encourages and supports research aimed at enhancing the sustainable use and conservation of agricultural biodiversity to the world's most vulnerable communities through better nutrition, sustainable farming practices and conservation and use.
2. Bioversity is responsible for the development and management of the Musa Germplasm Information System (also referred to simply as “MGIS”). The purpose of MGIS is to collect and share accession level information, from *Musa* spp. collections worldwide, such as passport data, characterization and pre-evaluation data as well as photos.
3. This agreement concerns the collaboration between Bioversity and the Data Provider for exchange of Data from the ‘Data Provider’ to Bioversity during the period **[Month] [Year]** to **[Month] [Year]** (and any Data that may be provided after the date of this agreement) and its publication on the MGIS web site.
4. MGIS is a publicly available online database that provides information about *Musa* spp. germplasm accessions at specific genebanks to facilitate and improve their use. MGIS also has functionality to build customized queries <http://www.crop-diversity.org/banana>.
5. Targeted end users of MGIS include genebank managers, plant breeders, taxonomists, policy makers, educators, students, as well as the broader scientific community and addition to wide array of general users.
6. Any germplasm data supplied by the Data Provider to MGIS will be made available publicly.
7. MGIS will serve as a platform for publication of data provided by the Data Provider. MGIS will also offer tools for facilitating upload and data quality control. MGIS is managed in accordance with the principle that it only contains data that is publicly available.

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1. DEFINITIONS

In this agreement the following words and expressions have the following meanings:

Data	Photos and passport, characterization, evaluation information concerning <i>Musa</i> spp. and any associated information including environmental information that can be derived for accessions that include collection site geo-references;
ITC	International transit Centre;
Metadata	Information concerning when, where, how and by whom Data were collected to facilitate the use and to track for improvement of accuracy of data;
MGIS	The Musa Germplasm Information System through which Bioversity makes available to end users the <i>Musa</i> spp. Data released and provided by the Data Provider under the terms of this Agreement.

2. BIOVERSITY'S OBLIGATIONS

1. Bioversity agrees to:
 1. include in MGIS the Data already provided by the Data Provider up December 31, 2012;
 2. provide software tools, together with appropriate support, to enable the Data Provider to subsequently upload and manage their own data on MGIS after December 31, 2012;
 3. provide public access to MGIS via a website, and maintain this website and its user interfaces;
 4. manage the legal basis for access to MGIS and use of Data (disclaimers, copyright notifications, 'MGIS Portal Terms and Conditions of Use') and prominently display on the MGIS website the terms of use of the Data;
 5. not alter, modify, or otherwise change the Data, except for resizing of photos. If Bioversity believes that the Data needs to be updated or/and corrected to meet set quality standards, it will inform the Data Provider so they can make the required correction(s). Bioversity may only add environmental data relating to the geo-

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- references included in the passport information of the Data released and Metadata;
6. not express any opinion on Data when making it publicly available on MGIS;
 7. acknowledge the source of the Data;
 8. require any users of data, through a notice on the 'Terms of Use' of MGIS, to give appropriate acknowledgement of the source of the Data;
 9. effect and maintain at its own expense, such insurance as a prudent and responsible entity would effect in relation to the MGIS and Bioversity's business;
 10. release and indemnify the Data Provider from and against any loss suffered or incurred by the Data Provider as a result of a breach of this agreement by Bioversity or gross negligence.

3. DATA PROVIDER'S OBLIGATIONS

1. The Data Provider agrees in relation to any Data provided by the Data Provider after the date of this agreement to:
 1. provide the Data to Bioversity in a format agreed by both Bioversity and the Data Provider, for Bioversity to upload to MGIS;
 2. upload and manage subsequent Data provided on MGIS, using utilities provided by Bioversity;
 3. provide MGIS with current contact details, including an email address, where requests created through MGIS, for material maintained by the Data Provider, may be forwarded;
 4. obtain all necessary permissions and licences from third parties, including in relation to copyright and database rights, to allow the Data to be made publicly available on MGIS;
 5. provide Bioversity only non-confidential data that is not subject to any restrictions for incorporation into MGIS and be responsible for any liability incurred if the Data has been provided to Bioversity in breach of such confidentiality obligations, with or without the Data Provider's knowledge;
 6. indemnify Bioversity against legal actions that may be brought by third parties with respect to the Data provided to Bioversity by the Data Provider for inclusion

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in MGIS, except to the extent that any legal action is caused or contributed to by an act or omission of Bioversity.

4. INTELLECTUAL PROPERTY

Bioversity agrees that it shall not claim any copyright or other intellectual property rights or other proprietary interest in any Data provided by the Data Provider. Bioversity agrees that it shall pass on the same restriction against claiming intellectual property or other proprietary interests over Data in the form of a 'Terms of Use' agreement to be posted on MGIS.

5. WARRANTIES

1. The Data Provider warrants that it has obtained all necessary licenses and authorizations to consent the transfer of such Data to MGIS and will assist in resolving any disputes which might arise from these issues. The assurance will be provided in writing, to Bioversity, if requested.
2. The Data Provider and Bioversity will not provide any warranties for Data content, accuracy or the use of the Data and disclaim all responsibility and liability in this regard.

6. MISCELLANEOUS

1. Bioversity will make the passport, characterization and evaluation Data available to other information systems and/or portals, including GENESYS, the Global Information System on Plant Genetic Resources for Food and Agriculture as anticipated in Article 17 of the International Treaty on PGRFA (when it is created), the Global Biodiversity Information Facility, and ensure that the proper acknowledgements are given to the provider (see 2.1.7 and 2.1.8).
2. At any time the Data Provider has the right to request Bioversity to remove, within one (1) month of the Data Provider's request, Data that it previously supplied for the purpose of publication on MGIS. Such requests shall be made to Bioversity in writing.
3. The Data Provider may make available, use or publish the Data elsewhere and for any purpose, without limitation.

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7. TERM AND TERMINATION

1. This agreement shall be in full execution from the date the last party has signed the agreement and until terminated in accordance with clause 7.2.
2. Either party, Bioversity or Data Provider, can terminate this agreement by giving a two months' written notice to the other party.

8. SETTLEMENT OF DISPUTES

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.
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. The place of arbitration shall be Rome, Italy, and the language to be used shall be English.

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IN WITNESS WHEREOF, the Parties hereto have signed this agreement on the date below:

Signed for and on behalf of **Bioversity**:

Signed for and on behalf of institute
[INSTITUTE]:

Name: Dr. Nicolas Roux

Genetic Resources
Conservation and Use Theme
Leader,
Position : Commodity Systems and
Genetic Resources Programme
Bioversity International

Name: [NAME]

Position : [TITLE]

Signature :

Signature :

Date: 8 July 2013

Date: