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# Consortium of European Taxonomic Facilities (CETAF)

## ANNEX 2 to the Code of Conduct on ABS

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### Statement of Use of Biological Material

The document below is intended for use in discussions with Providers of biological material when seeking access. It might also be used in donations or exchanges of material, or when material is provided unsolicited such as for identification. By its use ambiguities or uncertainties of how material may be used can be avoided. It should be provided to Competent Authorities in Providing Countries and may be annexed to an agreement. If Providers do not wish their material to be treated in this way or wish to place any specific restrictions, staff should ensure that this is expressly set out in writing in the agreement or permit, and the relevant elements of the document deleted or struck out. Written restrictions and conditions in a permit or equivalent will always take precedence over the text of the use statement.

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This document sets out the typical ways in which biological material, accessioned into the collections of [*Institution name*] (“[*Institution acronym*]”), may be used and genetic resources may be utilised. This includes use both in facilities managed or owned by the legal body and in facilities owned or managed by others but mandated for specific purposes (for example external DNA sequencing facilities). If material under [the attached permit / agreement] [permit/agreement number] is not to be treated in a manner described, or there are any specific restrictions, these should be indicated on the agreement or this document. Written restrictions and conditions in a permit or equivalent will always take precedence over the text of the use statement. If the Provider does not place any express written restrictions, then the material will be accessioned and used under the conditions set out below.

[**Optional text:** [*Institution*] is a member of the Consortium of European Taxonomic Facilities (CETAF) and subscribes to the CETAF Code of Conduct on Access and Benefit Sharing and Best Practice.]



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## Use of Biological Material

**Research at [Institution]:** Any biological material at [Institution] may be made available to its staff and authorised visitors for non-commercial research such as systematics, ecology, conservation, genetics, morphology, physiology, molecular biology, evolutionary biology, biodiversity, genomics, environmental genomics and science supporting sustainable use. Such work may involve making anatomical and cytological preparations, carrying out isotope and chemical analysis. DNA, RNA, proteins or other biomolecules may be sequenced or otherwise analysed. Such analyses may result in complete destruction of the material. Associated organisms such as pollen, spores, parasites and symbionts or the metagenome<sup>1</sup> of complete organisms may be examined in similar ways.

**Research results:** Results of research will be made available through publication in printed or online form (such as books, scientific journals, publicly-available databases, published images or internet sites). DNA sequence data will be deposited in publicly-available databases such as GenBank and, where possible, referenced to the respective biological material and/or subsamples thereof stored at [Institution].

**Information and images:** As a scientific institution involved in research of the diversity and conservation of biological life, it is important that [Institution] makes its collections as accessible as possible to its direct counterparts and to the wider community. This may involve the digital representation (e.g., images or 3D models) of samples and of associated data, and publication of such representations and information to be freely available on the internet. Images and data may also be presented in research publications and on public display.

**Loans:** [Institution] may lend biological material (specimens) to Third Parties [**Optional text to specify “Third Party” sector(s), e.g.: in other scientific research institutions**] for identification, scientific research or for educational purposes subject to the Loan Conditions of the [Institution] [**Optional text: URL if Loan Conditions are available on the internet**] and consistent with the terms and conditions under which the material was acquired from the Provider.

**Permanent Supply to Third Parties:** [Institution] may supply biological material to other scientific research institutions and/or to individual scientists for scientific research or for educational purposes, including through donation and exchange for other specimens or samples or parts thereof, subject to the terms and conditions under which the material was originally acquired from the Provider. Transfer will be effected when the recipient institution or individual has signed a “Material Transfer Agreement” with [Institution].

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<sup>1</sup> Metagenomics is the molecular study of freshly collected in-situ samples, also called environmental genomics, ecogenomics or community genomics, aiming to reveal the hidden diversity of organisms and associated organisms and microbes in their natural biome. Through genomic sequencing, metagenomics aims to understand the microbial and organismal interactions and ecology in the living world.

**Propagation and public display:** Living specimens may be [**Optional alternatives:** *propagated<sup>2</sup> / bred<sup>3</sup>*] at the Institution. Any specimens grown from such [**Optional alternatives:** *propagation / breeding*], or otherwise acquired, may be put on public display at [*Institution*]. [*Institution*] will maintain data records on any specimens grown from such [*propagation / breeding*] to enable its origin and associated records such as PIC and MAT to be retrieved. In addition to living specimens dead preserved specimens may also be placed on public display.

## Traditional Knowledge associated with Genetic Resources

If there is Traditional Knowledge associated with the Genetic Resources when accessed by the [*Institution*], it will be managed and used according to the terms and conditions originally agreed with the Provider.

## Commercialisation

[*Institution*] is a not-for-profit institution and is [**Optional alternatives:** *not / only rarely*] involved in commercialisation of collection-based genetic resources. However, as part of its mission, [*Institution*] investigates [**Optional alternatives:** *animals / plants / microorganisms / fungi / genomic samples*] and their constituents for taxonomic and other scientific research. This research may lead to the discovery of potential commercial uses of certain genetic resources. In such cases, if commercialisation is not already approved in the terms and conditions agreed with the Provider, [*Institution*] will initiate renegotiation of the terms and conditions.

## Benefit-sharing

[*Institution*] will share benefits arising from its utilisation of genetic resources fairly and equitably with the Providing Country and other appropriate stakeholders<sup>4</sup>. It will strive to share benefits arising from the new utilisation of genetic resources accessed or otherwise acquired prior to the entry into force of the Nagoya Protocol, as far as reasonably possible, in the same manner as for those acquired thereafter<sup>5</sup>.

Benefits may include any of those listed in the Annex to the Nagoya Protocol, although because of the not-for-profit nature of the work of the Participating institutions are most likely to be non-monetary, *inter alia*: scientific training, education, capacity building, transfer of technologies, collaboration on scientific work programmes, and the mutual sharing of research results and of associated publications.

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<sup>2)</sup> For botanical collections

<sup>3)</sup> For zoological collections

<sup>4)</sup> As agreed in Prior Informed Consent and Mutually Agreed Terms at the time of Access, or as renegotiated following a subsequent change of use.

<sup>5)</sup> While reasonable efforts will be made, no responsibility is accepted for any retroactive claims, such as benefit-sharing.