

# **MUTUALLY AGREED TERMS: CONTRACTS FROM THE REGION**

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Dr Daniel Robinson, Consultant (Senior Lecturer, UNSW)

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- ✕ The French Museum of Natural History and Government of Vanuatu Santo agreement.
- ✕ University of Utah, and UPNG Agreement

# SANTO MOU

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- ✘ Purpose: collaboration to inventory, document, describe biodiversity of Santo.
- ✘ Obligations of the museum (MNHN): access to sites and collection of samples only after prior informed consent of the customary landholders and stakeholders.
- ✘ Commits to collect information and specimens for academic and management purposes only (not commercial or industrial use).



# VATTHE CONSERVATION AREA, SANTO



# SANTO MOU

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- ✖ Museum commits to taking steps to prevent the use of the information and specimens after period agreement.
- ✖ Commits to involve Vanuatu Cultural Centre fieldworkers and community workers for data collection, where possible, ni-Vanuatu biodiversity officers and students. Facilitated training and access to grants and scholarships in France after the expedition.



# SANTO MOU

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- ✖ Commits to house in Vanuatu collections of specimens (forest plants, fishes, fossil vertebrates, insects, biota of quarantine interests).
- ✖ Commits to consult with Vanuatu Cultural Centre for collection of indigenous knowledge...
- ✖ (must be with PIC, recorded, disclosure/transmission details, attribution/authorship, whether can be placed in the public domain, all deposited with Cultural Centre with provenance details).

# SANTO MOU

- ✗ Obligations of Govt of Vanuatu: facilitate the project through:
- ✗ Research permit for Philippe Bouchet
- ✗ Facilitation of import of scientific equipment.
- ✗ Preferable taxes
- ✗ Allow collection of samples in Sanma province
- ✗ Facilitating export of specimens/  
Biosecurity permit.

Butmas Village





# SANTO MOU

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- ✗ Visa entry for 30 days or more.
- ✗ MOU time limited (2 years?)
- ✗ Government staff to support all project stages: field parties, data collection, data analysis.
- ✗ Resulted in many taxonomic findings and production of a book/papers on the biota of Santo from marine to mountain (non-commercial/ knowledge generation).



Monetary	Non-monetary
<p>Payment of local communities, guides and assistants for accommodation and assistance (not strictly ‘benefit-sharing’, but rather an indirect benefit).</p>	<p>Inclusion of 10 Ni-Vanuatu participants in the expedition with the scientific team and related training.</p>
<p>Restoration of a boat <i>Euphrosyne</i> which was used to transport people from Luganville to the western side of Santo (worth an estimated \$125,000 USD), which was until recently the property of the Vanuatu Maritime College and provided transport services to the island.</p>	<p>Production and distribution of approximately 400 copies of the ‘Natural History of Santo’ book (in French and English) to authorities in Santo, in Port Vila, and to schools.</p>
<p>Direct injection of an estimated 2.4 million Vatu or \$26,000 USD into the economy of Penaoru and villages surrounding it on the west coast of Santo (camp construction, portering, supplies, guides etc). Again this is not strictly ‘benefit-sharing’ but might be considered incidental benefit.</p>	<p>Contributions to understandings of the local taxonomy of Santo and its surrounding marine areas.</p>
	<p>10 educational posters created on various biodiversity themes, printed as 500 copies, disseminated to every school in the country in the three main languages of Vanuatu with EU funding.</p>

# SANTO EXPEDITION ISSUES (MY OPINION):

- ✖ MOU already expired – longer agreement better
- ✖ Best endeavours clause about third parties using for commercial purposes – too weak.
- ✖ No dispute settlement (or indication of country of DS)
- ✖ Some payment disputes during expedition (colonialism?)
- ✖ But general goodwill and some good outcomes.



# UTAH – UPNG AGREEMENT (ICBG)

- ✕ Has two research phases:
  1. Basic Research
  2. Development of Lead Compounds from Identified in Phase 1 for Commercial products.

# PHASE 1 UPNG-UTAH-UMN

- ✘ Emphasis on mutual collaboration and mutual benefits, interests and different capabilities.
- ✘ Aimed at addressing issues of human health, biodiversity conservation, economic development through the discovery of drugs etc
- ✘ Seeking to enhance knowledge of biodiversity and its conservation/sustainable use as per CBD.
- ✘ Improvement of education and infrastructure in PNG



# PHASE 1 UPNG-UTAH

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- ✘ Aim: Technology transfer and knowledge transfer, data sharing, bioassay labs and storage etc.
- ✘ Aim: Compensation for source country, including when commercialization occurs, joint IP. Income – UPNG entitled to percentage.

# PHASE 1 UPNG-UTAH

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- ✗ Compliance with research/export permits
- ✗ Must apply to PNG BioNet for sample collection and transfer (Schedule 1/Annex)
- ✗ Collection amount (1kg)
- ✗ Photo and written field data kept/shared
- ✗ Duplicate plant vouchers and specimens kept in UPNG, FRI and Utah.
- ✗ Taxonomic identification in field/PNG.



# PHASE 1 UPNG-UTAH

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- ✘ UPNG researchers invited and encouraged to attend field surveys.
- ✘ UPNG scholars and grad students invited to participate in field, bioassay-guided isolation, and biochemical structure identification.
- ✘ Publications will include co-authorship where appropriate and PNG agencies acknowledged. Reprints to be made widely available in PNG.

# UPNG HERPETARIUM (FROM BARROWS)



## PHASE 2: DEVELOPMENT OF COMMERCIAL PRODUCTS

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- ✖ Trigger point is application for a patent by the parties on any compound or genetic construct from PNG genetic resources.
- ✖ Separate agreement for each product in phase2
- ✖ Applies to natural product isolates and synthetics where the natural product was a key lead. Royalty percentages to be agreed.
- ✖ Long time for R&D/safety 10-15 years



# PHASE 2: COMMERCIAL PRODUCTS

- ✖ Benefit-sharing with UPNG
- ✖ Milestone payments at key clinical testing stages.
- ✖ PNG should be first source of raw materials for commercial products from the GRs.

# PHASE 2 COMMERCIAL

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- ✘ If TK involved in collection of samples or development of agents, recognition of IP in terms of suitable recompense and patent inventorship where appropriate.
- ✘ If licenced, the company must abide by these terms.
- ✘ MOU duration and can be renewed.

# SCHEDULE 1

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- ✖ Authorised to collect for 1 year once approved by BioNET/DEC.
- ✖ 1kg biomass per specimen.
- ✖ No third party transfers without prior written approval.
- ✖ Some confidentiality provisions.
- ✖ Compliance with PNG enviro laws and must minimize enviro impact.



# SCHEDULE 1

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- ✘ Collection of original material based on TK must be carried out with PIC of the individuals and/or groups involved, government authority, and such that equitable benefits are shared that arise from TK.
- ✘ TK providers may participate in collaborations and will be recognised in any publication or IP.

# BENEFIT-SHARING: MONETARY

- ✖ FIRCA grant for \$30K per year for 3 years received by the collaborators to purchase basic equipment and refurbish the UPNG bioassay lab (pre-ICBG).
- ✖ Then ICBG grant was awarded for ~US\$110,000 to 130,000 per year for 8 years.
- ✖ Has provided equipment and supplies for the bioassay lab for Honours and Masters students at UPNG pursuing diverse topics.

# BENEFIT-SHARING: NON-MONETARY

- ✘ Scientific exchange and collaboration
- ✘ Training: 65 UPNG student projects, 39 of them resulting in completion of degrees or certificates (undergraduate, honours, masters).
- ✘ Workshops and support towards development and implementation of research permits, PIC and benefit-sharing procedures in PNG.



# DEVELOPMENT FROM TK

- ✘ Minnie Bate – validation of TK for local traditional medicines production
- ✘ Local anti-venoms – relevant to local medical needs
- ✘ Also cancer and heart disease (typical of ICBGs/US focus)



# BENEFIT-SHARING: MONETARY

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- ✖ Then ICBG grant was awarded for ~US\$110,000 to 130,000 per year for 8 years.
- ✖ Has provided equipment and supplies for the bioassay lab for Honours and Masters students at UPNG pursuing diverse topics.
- ✖ ~\$100,000 in milestones for refurbishment of laboratory at UPNG (anti-cancer compound)



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# ALSO SAMOA ARA AND BERKELEY MATS

- ✖ We can discuss these if time...
- ✖ More important to discuss what Vanuatu wants from Model MAT

# REFERENCES

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- ✘ <http://www.pharmacy.utah.edu/ICBG/> Acc. 18/3/12.
- ✘ Personal correspondence with Prof Lohi. Matainaho and Prof. Louis Barrows.
- ✘ UPNG-Utah ICBG Permitting Procedures for PIC and Standard Operating Procedures.