Global Genome Biodiversity Network (GGBN) Guidance:

Code of Conduct

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Introduction

The Global Genome Biodiversity Network (GGBN) is a global network of well-managed collections of genome quality tissue samples and DNA from across the Tree of Life, benefiting society through biodiversity research, and long-term conservation of the archived materials. This network will foster collaborations among biodiversity repositories in order to ensure high quality standards, improve best practices, secure interoperability, and harmonize exchange of material in accordance with international and national laws and regulations.

Consistent with Article 20 in the Nagoya Protocol, GGBN has developed and adopted this Code of Conduct for Access and Benefit-Sharing. It complements two other documents, 'Best Practice' guidelines and the appended 'Statement of Use of Genomic Material' to provide clarity on how GGBN members use and treat biological materials.

The principles and practices stated below are designed to fully support GGBN members' operations as repositories of molecular biodiversity, thereby contributing to the conservation of global genetic diversity for generations to come.

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The documents (i) outline governing principles under which collections are managed and collection-based research conducted in GGBN member institutions (the Code of Conduct); (ii) provide details of best practices to ensure implementation of those principles; and (iii) explain to both Providers and users how specimens are managed by GGBN institutions. Together, this information provides participants with clarity and transparency in the permitting, research, and maintenance of the collected materials consistent with the obligations of Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT) agreed with Providers.

GGBN Code of Conduct on Access and Benefit-sharing

GGBN Member Institutions commit themselves to the following Code of Conduct on access to genetic resources and benefit-sharing. This Code of Conduct applies to biological material[1] that is accessed, i.e. acquired newly from a Providing Country, after the entry into force on 12 October 2014 of the Nago*ya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity* (hereafter referred to as the *Nagoya Protocol*) and/or has been accessed with national permits since the ratification of the UN Convention on Biological Diversity. All nations have the sovereign right to manage their biodiversity and national systems for regulating access to genetic resources have evolved over the last 20 years. Participating institutions have engaged in these discussions to understand fully and appreciate the spirit and the letter of the laws and obligations being developed. This Code of Conduct has been developed as a benchmark for progress and a measure for understanding and compliance.

Participating institutions will:

- Honour the letter and spirit of international and national laws and regulations governing the access of and movement of biological material.
- Abide by international conventions and national laws and regulations relating to Access and Benefit-sharing[2].

Acquisition of biological material

Participating institutions will:

- When acquiring biological material from *in situ* conditions, where possible,
    I. obtain information on the Providing Country's access laws and their procedures for providing Prior Informed Consent and relevant permits, and for developing Mutually Agreed Terms, and
    II. obtain Prior Informed Consent and relevant permits from the Government of the Providing Country and other relevant stakeholders as required under national law, and
    III. develop and agree to Mutually Agreed Terms, according to applicable law and best practice.
- Provide the necessary scope of the research for which genomic materials will be accessed and used in order to obtain Prior Informed Consent.
- When acquiring, offered, or otherwise receiving biological material from *ex situ* sources, whether from other scientific collections, commercial sources or individuals, evaluate available documentation and, where necessary, take appropriate steps to ensure that the biological material was acquired in accordance with applicable law.

[1]Biological material is used in a restricted sense to encompass genomic resources stored as DNA or tissue, such as preserved in frozen tissue collections.

[2]In case of conflict between national law in the home country of the institution and this code of conduct, national law will take precedence.

Utilization of genetic resources

Participating institutions will:

- Utilize or distribute genetic resources on terms and conditions consistent with those under which they were accessed or otherwise acquired. Renegotiate Prior Informed Consent and Mutually Agreed Terms if the participating institution wishes to utilize genetic resources in a different way from those originally agreed.

Supply of biological material to Third Parties

Participating institutions will:

- Supply biological material to Third Parties on loan only on terms and conditions consistent with those under which it was acquired.
- Transfer biological material permanently to Third Parties only on terms and conditions consistent with those under which they were acquired and with copies of the documentation showing agreements with the Providing Country, where applicable, including Prior Informed Consent, Mutually Agreed Terms or other relevant documents.
- Supply biological material for subcontracted work on genetic resources, such as to sequencing companies, only in compliance with the terms and conditions under which they were acquired or evidence of a new set of Prior Informed Consent and Mutually Agree Terms with the original provider.

Use of written agreements

Participating institutions will:

- Prohibit their employees from entering into access agreements as individuals or as institutional representatives without consultation with the institutional officials responsible for ABS agreements.
- Supply biological material to Third Parties using written Material Transfer Agreements (MTAs), compliant with the terms and conditions under which the biological material was originally acquired.

Traditional Knowledge associated with Genetic Resources

Participating institutions will:

- Acquire, use and supply Traditional Knowledge associated with genetic resources using written agreements providing legal certainty and ensuring that there is a record of relevant documents such as Prior Informed Consent and Mutually Agreed Terms.

Benefit-sharing

Benefits can take multiple forms. Because of the not-for-profit nature of the work of GGBN Participating Institutions, most of the benefits arising from the network's projects are most likely to be non-monetary, *inter alia*: scientific training, education, capacity building, collaboration on

scientific work programmes, and the mutual sharing of research results and of associated publications.

Participating institutions will follow obligations set forward in Prior Informed Consent and Mutually Agreed Terms at the time of Access, or as renegotiated with a subsequent change of use.

Curation

Participating institutions will develop appropriate internal mechanisms and procedures to:

- Record the terms and conditions under which biological material is accessed or otherwise acquired;
- Record relevant information on their utilization of genetic resources;
- Record supply of biological material to Third Parties permanently or on loan, including the terms and conditions of supply; and
- Record when and how biological material passes permanently out of custodianship, including complete consumption of samples or disposal.

Policies

Participating institutions will:

- Prepare, adopt and communicate institutional policies setting out how the Participating Institution will implement this Code of Conduct.
- Prepare a transparent policy on utilization of genetic resources.

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Annex 1: Statement of Use of Biological Material

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 utilized. 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 Providers of biological material do not wish their material to be treated in this way or wish to place any specific restrictions, this needs to be expressly set out in writing when granting access, when donating or exchanging material, or providing unsolicited material such as for identification. If the Provider does not place any express written restrictions, then the material will be accessioned and used under the conditions set out below.

[*Institution*] is a member of the Global Genome Biodiversity Network (GGBN) and subscribes to the GGBN Code of Conduct on Access and Benefit Sharing and Best Practice.

Use of Biological Material

Research at [*institution*]: Unless specified restrictions apply, any biological material, including its derivatives, at [*institution*] may be made available to its staff and authorised visitors for non-commercial research. Such analyses may result in complete destruction of the material.

Research results: Results of research will be made available through publication in printed or online form (such as books, scientific journals, publically-available databases, published images or internet sites). DNA sequence data[i] will be deposited in publicly-available databases such as those run by the International Nucleotide Sequence Database Collaboration (INSDC) and, where possible, referenced to the respective biological specimens stored at [*institution*].

Information and images: As a scientific institution involved in biodiversity research and conservation 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 publication of data, including place and date of access freely on the internet and in research publications, although it may be necessary to mask precise data for conservation purposes.

Loans: [*institution*] may lend biological material (specimens) to Third Parties contingent and consistent with the terms and conditions under which it was originally acquired from the Provider.

Transfer to Third Parties: [*institution*] may permanently transfer biological material or parts thereof to other scientific research institutions for scientific research or for educational purposes, including material obtained as donations or exchange for other specimens or samples, contingent and consistent with the terms and conditions under which the material was acquired from the Provider. Transfer will be take place only when the recipient institution or individual has signed a "Material Transfer Agreement" with [institution].

Traditional Knowledge associated with Genetic Resources

Any Traditional Knowledge associated with the Genetic Resources [*institution*] will be managed and used according to the terms and conditions agreed with the Provider.

Commercialisation

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

Benefit-sharing

Benefits may include any of those listed in the Annex to the Nagoya Protocol. However, due to the not-for-profit nature of the work of the [*Institution*] the most likely benefits will be non-monetary, *inter alia*: scientific training, education, capacity building, collaboration on scientific work programmes, and the mutual sharing of research results and publications.

[*Institution*] will aim at developing partnerships between scientists from all parts of the world to foster long-term collaborations helping to spread the benefits of genomic research and knowledge as broadly as possible.

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[i] This also include raw reads from Next Generation Sequencing