**Memorandum of Understanding (MoU)**

**related to the**

**European Genebank Network for Animal Genetic Resources (EUGENA)**

**between**

**[ERFP member state ministry/entity empowered to sign this MoU] hereafter referred to as ‘Representative of the government of the ERFP member state’**

and

**the European Regional Focal Point for Animal Genetic Resources (ERFP)**

**Introduction**

**The Secretariat of the European Regional Focal Point for Animal Genetic Resources and the Representative of the government of the ERFP member state:**

* *recognizing* that world food security and poverty alleviation are global challenges for present and future generations; that at the same time, the conservation and sustainable utilization of biological diversity as well as the fair and equitable sharing of the benefits arising out of the use of genetic resources are central responsibilities of the global community, as agreed by the adoption of the Convention on Biological Diversity (CBD) in 1992. The Millennium Development Goal 1 “eradicate extreme poverty and hunger” and Goal 7 “ensure environmental sustainability” highlight these challenges. As an important part of the agricultural biodiversity, animal genetic resources (AnGR) are an essential basis for livestock production and offer opportunities to adapt animal breeds to changing production systems, markets and environments, especially in the light of climate change;
* *recognizing* that the European countries are highly interdependent, with respect to AnGR. Animal genes, genotypes and populations have spread all over Europe since ancient times and continuous development and improvement of AnGR has taken place in Europe. AnGR have been systematically exchanged internationally, within Europe and globally. Because of this interdependence among countries and the importance of AnGR for food security the FAO’s Commission on Genetic Resources for Food and Agriculture (CGRFA) has a fundamental role for the conservation and sustainable use of AnGR;
* *recognizing* that based on the work of the CGRFA at the International Technical Conference on Animal Genetic Resources for Food and Agriculture, in September 2007, adopted the first Global Plan of Action for Animal Genetic Resources for Food and Agriculture (GPA). The GPA comprises of twenty-three Strategic Priorities, which are aimed at combating the erosion of animal genetic diversity and at using AnGR in a sustainable fashion. The Strategic Priorities for Action, contained within the GPA, propose specific measures to reverse the ongoing trends of erosion and to promote the sustainable use of AnGR. The actions directly address the key questions of practical implementation, through coherent and synergistic development of the necessary institutions and capacities. Especially the Strategic Priority 9 of the GPA stresses the establishment and strengthening of the *ex situ* conservation of AnGR;
* *recognizing* that the European Regional Focal Point for AnGR (ERFP) committed to facilitate the implementation of the GPA in Europe and to support the *in situ* and *ex situ* conservation and sustainable use of AnGR, and to enhance the National Coordinators activities at the European level. The main ERFP bodies to support the *ex situ* conservation are the European Genebank Network for AnGR (EUGENA) and the ERFP Working Group Ex Situ Conservation, supervised by the ERFP General Assembly and assisted by the ERFP Working Group Documentation and Information and the ERFP Secretariat;
* *considering* that the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS) elaborates the general rules of the CBD on ABS in relation to the utilisation of AnGR and traditional knowledge associated with these genetic resources. This includes the effective implementation of benefit-sharing commitments set out in mutually agreed terms between providers and users. The Nagoya Protocol encourages countries, to develop, update and use sectoral and cross-sectoral model contractual clauses for mutually agreed terms and to promote best practices;
* *recognizing* that the ERFP has conceived the European Genebank Network for AnGR (EUGENA). EUGENA will support the *ex situ* conservation and sustainable use of AnGR, and will facilitate the implementation of the FAO’s GPA and the Nagoya Protocol for ABS in Europe;
* *recognizing* that this MoU is not legally binding, it is not subject to international law and it does not alter the internal distribution of constitutional competences of the signed ERFP member state;

**have come to the following understanding:**

1. **Definitions**

For the purpose of this Memorandum of Understanding

1. “AnGR” means animal genetic resources for food and agriculture;
2. “ERFP” means the European Regional Focal Point for AnGR;
3. “EUGENA” means the European Genebank Network for AnGR;
4. “Genetic material” means reproductive material or any genetic material from breeds for the purpose of long term conservation, which can be used for reproduction or research and development, particularly semen, oocytes, embryos, somatic cells and DNA;
5. “Genebank” means a repository of Genetic material for *ex situ* conservation and sustainable use of AnGR, held by a host institution authorized and/or recognized by a national authority to fulfil these tasks. A Genebank may be constituted by one or more repositories (*in vitro* or *in vivo*) collaborating as a network;
6. “Institutions” means public sector, civil society and private sector Genebanks, and other institutions holding AnGR Genetic material;
7. “Participating Country” means an ERFP member state of which a Representative of the government has signed the MoU for EUGENA, and which ERFP member state has one or more Genebanks.
8. “Participating Genebank” means a Genebank within an ERFP member state, which participates in EUGENA
9. **Establishment of EUGENA**

The signatories hereby establish the European Genebank Network for AnGR.

1. **Participation in EUGENA**

ERFP member states can participate in EUGENA provided that:

1. they are ERFP member states listed in the ERFP Terms of Reference and
2. they have one or more Genebanks.
3. **Objectives of EUGENA**

The Objectives of EUGENA are:

1. to support Genebanks in ERFP member states to fulfil their individual roles and objectives;
2. to improve monitoring and assessment of AnGR kept in *ex situ* collections in ERFP member states by sharing information on Genebank collections;
3. to improve Genebank operations and procedures in ERFP member states by sharing information;
4. to contribute to the long-term conservation and maintenance of AnGR in *ex situ* collections in ERFP member states;
5. to use synergies for *ex situ* conservation and sustainable use of AnGR by joint activities of Genebanks in ERFP member states;
6. to increase the efficiency of *ex situ* conservation and sustainable use of the genetic diversity of transboundary breeds;
7. to promote harmonization of acquisition and access terms for *ex situ* conservation and sustainable use throughout the Genebanks in ERFP member states;
8. to facilitate a quality improvement of the Genebanks in ERFP member states;
9. to create an element of the European research infrastructure for conservation and sustainable use of AnGR;
10. to facilitate a regional European approach for international cooperation and exchange of AnGR in the context of the implementation of the Nagoya Protocol for Access and Benefit Sharing.
11. **Relationship of EUGENA with ERFP**
12. EUGENA will operate within the framework of ERFP.
13. The ERFP General Assembly will:
14. approve the EUGENA work plan developed by the EUGENA Steering Board (hereafter ‘Steering Board’);
15. decide on the use of ERFP funds for activities of EUGENA;
16. receive and approve annual progress reports on activities from the Steering Board;
17. generally supervise EUGENA.
18. The operational body of EUGENA will be the Steering Board, which will consist of a representative per Participating Country (one person per Participating Country). The Steering Board will:
19. implement the Objectives of EUGENA;
20. develop and adopt relevant guidelines, including model Material Acquisition Agreements (MAA) and model Material Transfer Agreements (MTA), for EUGENA;
21. develop a work plan to be approved by the ERFP General Assembly;
22. implement and monitor the work plan;
23. seek advice from the ERFP Working Group Ex situ Conservation;
24. seek advice from the ERFP Working Group Documentation and Information;
25. report annually to the ERFP General Assembly.
26. The ERFP Secretariat, in relation to EUGENA
27. signs the MoU on behalf of the ERFP;
28. will provide technical and administrative support for EUGENA.
29. The ERFP Working Group Ex situ Conservation, in relation to EUGENA will:
30. work on the topics proposed by the Steering Board and/or by the ERFP General Assembly;
31. propose topics to the Steering Board and/or to the ERFP General Assembly;
32. promote participation of Genebanks in the network;
33. maintain a communication network with respect to the *ex situ* conservation and sustainable use of AnGR.
34. The ERFP Working Group Documentation and Information, in relation to EUGENA will:
35. support the documentation of Genetic material in relation to EUGENA;
36. support exchange of information on Genetic material in relation to EUGENA.
37. **Responsibilities**
38. The Representative of the government of the ERFP member state will:
39. authorize and/or recognize Institutions as Participating Genebanks of EUGENA. Only Institutions located in an ERFP member state will be eligible as Participating Genebank. Authorization and/or recognition may happen through an Agreement, hereafter referred to as ‘EUGENA-Agreement’ (template see Annex), or through another form suitable for the ERFP member state, respecting and fully in compliance with the content of the MoU and the EUGENA-Agreement. A copy of the EUGENA-Agreement will be sent to the ERFP Secretariat;
40. encourage Institutions to become a Participating Genebank, in accordance with national policy and the current legal framework;
41. inform in writing the ERFP Secretariat of the termination of the collaboration of a Participating Genebank within its jurisdiction six months before the effective date of termination.
42. Participating Genebanks
43. may sign the EUGENA–Agreement with the Representative of the government of the ERFP member state, in the form set out in the EUGENA-Agreement, or in another form suitable for the ERFP member state, respecting and fully in compliance with the content of the MoU and the EUGENA-Agreement, in order to become a Participating Genebank;
44. will provide information on the property rights, acquisition and access conditions of use for Genetic material within EUGENA;
45. will make available public domain information and non-confidential information related to Genetic material within EUGENA;
46. will operate according to the Objectives of EUGENA;
47. will facilitate access to and availability of their Genetic material and related information, within EUGENA, in accordance with the rules of the Participating Genebank.
48. **The implementation of this Memorandum of Understanding**

This Memorandum of Understanding will be implemented from the date of its signature by the ERFP Secretariat and the Representative of the government of the ERFP member state.

1. **Amendment of the MoU and end of the cooperation**
   1. This Memorandum of Understanding may be amended by consensus of the Signatories.
   2. A Signatory may end the cooperation after informing the other Signatory in writing six months beforehand.
   3. This Memorandum of Understanding will terminateif EUGENA or ERFP ceases to exist.
2. **Keeping of this Memorandum of Understanding**

The Memorandum of Understanding is signed in three copies. One signed English written original of this Memorandum of Understanding will be kept at the ERFP Secretariat. The Participating Country will keep two originals of the signed document.

Signatories,

On behalf of ERFP The government of [ERFP member state]

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| --- | --- | --- |
| Place, Date:  Signature: |  | Place, Date:  Signature: |
| Danchin Coralie, Head of Secretariat  European Regional Focal Point for Animal Genetic Resources (ERFP), Secretariat |  | [Name] [Position of Representative of the government of ERFP member state] |

# ANNEX

# EUGENA Agreement

Agreement between

**[ERFP member state ministry/entity empowered to sign the MoU related to EUGENA], represented by [name, position, country], hereafter referred to as ‘Representative of the government of the ERFP member state’**

and

**[Participating Genebank of EUGENA], represented by [name, position, Institution, country], hereafter called ‘Institution’**

1. The Institution hereby –
2. agrees to become an EUGENA Participating Genebank;
3. accepts the responsibilities of a Participating Genebank of EUGENA to:
   * 1. operate according to the Objectives of EUGENA;
     2. provide information on the property rights, acquisition and access conditions of use for Genetic material within EUGENA;
     3. make available public domain information and non-confidential information related to Genetic material within EUGENA;
     4. facilitate access to and availability of their Genetic material within EUGENA network and related information, in accordance with the rules of the Participating Genebank.
4. The Representative of the government of the ERFP member state accepts the Institution as a Participating Genebank of EUGENA and agrees to work with the Institution in the implementation of the Objectives of EUGENA.
5. The Participating Genebank may withdraw from this Agreement on six months written notice to the Representative of the government of the ERFP member state concerned.
6. In the event that the Representative of the government of the ERFP member state is not satisfied that the Participating Genebank has complied fully with its obligations under this Agreement, the Representative of the government of the ERFP member state may at any time give written notice to the Participating Genebank specifying the areas in which compliance by the Participating Genebank has been deficient. If the Participating Genebank fails to remedy the situation within a period of twelve months following receipt of such written notice, the Representative of the government of the ERFP member state may terminate this Agreement forthwith.
7. This Agreement will terminate on the withdrawal of the EUGENA Participating Country in whose jurisdiction the Participating Genebank is located, or on the termination of the Memorandum of Understanding related to EUGENA.
8. This Agreement will be written in English or in the native language of the ERFP member state and it will be deposited with the Representative of the government of the ERFP member state, and with the Participating Genebank of EUGENA. An English copy will be sent to the ERFP secretariat.

Signatories:

The government of [ERFP member state] The Participating Genebank of EUGENA

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| --- | --- | --- |
| Place, Date:  Signature: |  | Place, Date:  Signature: |
| [Name] [Position of Representative of the government of ERFP member state] |  | [Name]  [Position]  [Institution]  [Country] |