Adjunct 2 to the Code of Conduct for Data Nodes (data providers) and Portal Nodes for sharing of Unit Data.

**GBIF Agreements on Intellectual Property Rights**

Drawn from the GBIF Memorandum of Understanding (MOU) with (associate) members of GBIF.

1. Applicable Law

   Nothing in this MOU should be read to alter the scope and application of Intellectual Property Rights and benefit sharing agreements as determined under relevant laws, regulations and international agreements of the Participants.

2. Access to Data

   To the greatest extent possible, GBIF is foreseen as an open-access facility. All users, whether GBIF Participants or others, ought to have equal access to data in databases affiliated with or developed by GBIF.

3. Intellectual Property Rights to Biodiversity Data

   GBIF should encourage the free dissemination of biodiversity data and, in particular:
   (a) should not assert any Intellectual Property Rights in the data in databases that are developed by other organisations and that subsequently become affiliated to GBIF;
   (b) should seek, to the greatest extent possible, to place in the public domain any data commissioned, created or developed by GBIF; and
   (c) should respect conditions set by data providers that affiliate their databases to GBIF.

   When establishing affiliations or linkages with other databases, GBIF should seek to ensure that the data so made available will, in effect, be in the public domain, and will not be subject to limitations on its further non-commercial use and dissemination, apart from due attribution.

4. Attribution

   GBIF should seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data.

5. Access to Specific Data

   Nothing in this MOU should be read to restrict the rights of owners of databases affiliated with GBIF to block access to any data.
6. Validity of Data

It should be a condition of access to and use of GBIF that users acknowledge that the validity of the data in any databases affiliated with GBIF cannot be assured. GBIF should disclaim responsibility for the accuracy and reliability of the data as well for the suitability of its applications for any particular purpose.

7. Legitimacy of Data Collection

Where the collection of new data has entailed access to biodiversity resources, GBIF should ask reasonable assurances from the data holder that such access was consistent with applicable laws, regulations and any relevant requirements for prior informed consent.

8. Intellectual Property Rights to Biodiversity Tools

GBIF may claim appropriate Intellectual Property Rights available within applicable national jurisdictions over any tools, such as search engines or other software products, that are developed by GBIF while carrying out the GBIF Work Programme.

9. Technology Transfer

The Participants acknowledge that, subject to any relevant Intellectual Property Rights, GBIF should seek to promote the non-exclusive transfer to research institutions in developing countries of such information technology as it has available, especially in conjunction with training and capacity development programs.