

MEMORANDUM OF COOPERATION

This Memorandum of Cooperation is entered into between the United Nations Industrial Development Organization (hereinafter "the Cooperating Partner")

And

The Secretariat of the Convention on Biological Diversity (hereinafter "the Secretariat"),

Recalling paragraph 1 of Article 20 of the Cartagena Protocol on Biosafety which provides for the establishment of a Biosafety Clearing House as part of the Clearing House Mechanism under Article 18, paragraph 3, of the Convention,

Recalling also the recommendation of the first meeting of the Intergovernmental Committee for the Cartagena Protocol (ICCP 1) regarding the development of a pilot phase of the Biosafety Clearing House using existing information systems, such as those of the International Centre for Genetic Engineering and Biotechnology (ICGEB) database and the OECD/UNIDO databases, in a manner that meets the objectives and characteristics it identified,


Noting the request made by ICCP 1 to the Executive Secretary to seek appropriate administrative arrangements with relevant organizations, such as the OECD and UNIDO, and Governments, to facilitate the implementation of the plan for the pilot phase of the Biosafety Clearing House,

Noting also the recommendations adopted by the Bureau of the ICCP at its meeting held on 21 March 2001 which, among other things, underscore the need for organizations, such as OECD and UNIDO, to follow specific guidelines in order to become partners in the pilot phase of the Biosafety Clearing House,

Have agreed as follows:

Article I **Objective**

The objective of this Memorandum of Cooperation is to make available to all Parties to the Convention on Biological Diversity and other States data and information relating to biosafety that the Cooperating Partner maintains under its existing information system through a pilot phase of the Biosafety Clearing House developed and implemented by the Secretariat under the management oversight of the ICCP Bureau.



Article 2

Responsibilities of the Cooperating Partner


The Cooperating Partner shall:

- (1) Make available and ensure open access of its existing database relating to biosafety, including the product database, where applicable, to the Secretariat for use by Parties to the Convention on Biological Diversity and other States as part of a pilot phase components of the Biosafety Clearing House and as a model for implementing the obligations under the Biosafety Protocol, in particular under Articles 10 and paragraph 1 of Article 11 of the Protocol;
- (2) Conform to the interoperability standards and guidelines of the Biosafety Clearing House, including the "availability" of a "minimum" set of data fields or data sets;
- (3) Guarantee the maintenance of the database all the time, 24 hours a day and 7 days a week;
- (4) Ensure the transfer of data or information referred to in paragraph 1 above to the Secretariat in case where availability "standards" are not met or where it does not wish to continue to provide information to the Secretariat for the purpose of the pilot phase of the Biosafety Clearing House;
- (5) Cooperate with the Secretariat in the designing of the central portal, the development of common formats and a tool-kit in line with the guiding principles, the elements and characteristics identified and adopted by the ICCP Bureau at its meeting of 21 March 2001. The note by the Bureau of the ICCP, annexed hereto, on the technical issues associated with the implementation of the pilot phase of the Biosafety Clearing House shall form an integral part of this Memorandum of Cooperation.

Article 3

Responsibilities of the Secretariat

The Secretariat shall, under the guidance of the ICCP Bureau:

- (1) Make, the necessary arrangements to receive information relating to biosafety from the Cooperating Partner and make it available to Parties to the Convention on Biological Diversity and other States through the pilot phase of the Biosafety Clearing House;
 - (2) Make further modifications to the existing database that is made available by the Cooperating Partner with a view to meeting the specific requirements of the Biosafety Clearing House and to ensuring access to all Parties to the Convention and other States;
 - (3) Commission an independent review of the pilot phase of the Biosafety Clearing House taking into account feedback from Parties and other States.
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Article 4
Review and Termination

- (1) The Secretariat and the Cooperating Partner may, by mutual agreement, review and modify this Memorandum of Cooperation;
- (2) This Memorandum of Cooperation shall be terminated at the end of the pilot phase of the Biosafety Clearing House or by a six-month written notice by either Party prior to the end of the pilot phase.

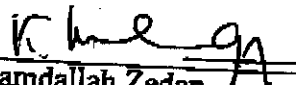
Article 5
Settlement of Disputes

Any dispute between the Secretariat and the Cooperating Partner arising out of the interpretation or execution of this Memorandum of Cooperation shall be settled by negotiation. If the Parties are unable to reach agreement, the dispute shall be settled through arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force.

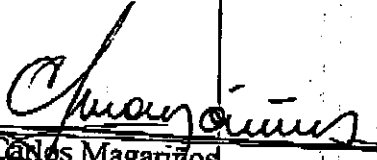
Article 6
Effective Date

This Memorandum of Cooperation shall become effective on the date of signature by both Parties.

Signed this.....day of2001.


Hamdallah Zedan
Executive Secretary
Secretariat of the Convention on Biological
Diversity

01.08.2001


Carlos Magarinos
Director-General
United Nations Industrial Development
Organization

07.09.2001