

Model Contractual Agreement for non-commercial research on plant materials collected from Indigenous land

This Agreement is between (Insert the name of ‘the Indigenous Partner’) and (Insert the name of ‘the Researcher’) for the non-commercial research described in Appendix 1.

1. Prior informed consent for the collection of plant materials

This Agreement is based on the prior informed consent of the Indigenous Partner. The prior informed consent provided by the Indigenous Partner only applies to the collection of plant materials listed in Appendix 1.

2. Purpose of the collection of plant materials

The Researcher will only use the collected plant materials for the non-commercial purposes listed in Appendix 1.

3. Access and use of Indigenous knowledge associated with the collected materials

The Researcher will not use Indigenous knowledge associated with the collected materials without the prior informed consent of the Indigenous Partner.

4. Ownership in the collected materials and their transfer to third parties

The Researcher will not seek exclusive rights over the collected materials, nor will they transfer the collected materials to anyone outside the project participants mentioned in Appendix 1.

5. Project generated intellectual property and commercialisation

5.1 Any intellectual property arising from this Project will be owned by the Indigenous Partner. This does not apply to theses, reports and publications produced under the Project, where the copyright will remain with the authors.

5.2 Any commercial use of the collected plant materials shall require a new prior informed consent of the Indigenous Partner. The terms of such commercial use, including benefit sharing arrangements shall be subject to a separate agreement between the Indigenous Partner and the Researcher.

6. Prior informed consent for publications, geographical details, quotes, and photographs

6.1 The Researcher will not include Indigenous knowledge in Project publications without the prior informed consent of the Indigenous Partner.

6.2 The Researcher will not disclose specific geographical details about the location where plant materials were obtained without the prior approval of the Indigenous Partner.

6.3 The Researcher will not include quotes from the Indigenous Partner in Project publications without the prior approval of the Indigenous Partner.

6.4 The Researcher will not include photographs of Indigenous Partners and photographs taken on Indigenous land in Project publications, without the prior approval of the Indigenous Partner.

7. Storage and management of the collected materials and derived data

7.1 Upon the completion of the Project, the collected materials and derived data will be stored and managed, or disposed of, according to the Project described in Appendix 1.

7.2 The Indigenous Partner will have access to all data that the Researcher collects, compiles, produces, stores, and shares, unless the data contains knowledge that is otherwise confidential.

8. Sharing of the benefits resulting from the Project

The Researcher will:

8.1 share Project publications, research outputs, and research results with the Indigenous Partner;

8.2 acknowledge the role played by the Indigenous Partner in all Project publications and research outputs;

8.3 provide the Indigenous Partner with the opportunity to be named as co-author(s) of the resulting Project publications; and

8.4 bear all costs associated with the supply of the plant materials.

Appendix 1: Project Description

1. Details about the research

1.1 Describe the research to be undertaken and timelines

2. Project participants

2.1 Participants from the Researcher organisation

2.2 Participants from the Partner organisation

2.3 Participants from other organisations

3. Details about the plant materials and their collection

3.1 Which plant materials will be collected for the project?

3.2 Who will collect the plant materials, from where, and in what quantities?

3.3 How will the collected plant materials be used in the research?

3.4 Is there a fee for the plant materials? If so, what is it, when and how will it be paid?

3.5 Is there any specific condition attached to the collected plant materials?

4. Details about the storage and management of the collected plant materials and derived data

4.1 How will the collected plant materials and data derived from the research be handled and stored during the project period?

4.2 Who will have access to the collected plant materials and derived data?

4.3 How will the collected plant materials and derived data be managed or disposed of upon the completion of this project?

5. Details about the sharing of research results with the Partner

5.1 What are the proposed means of sharing research results?