



TERMS AND CONDITIONS FOR LICENCES FOR UTILIZATION OF GREENLAND GENETIC RESOURCES

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1 Definitions, interpretations and appendices

1.01 For the purpose of the Licence, see section 1.01(r), and any appendices thereto, the following terms shall have the meanings stated below, unless otherwise stated or apparent from the context:

- (a) "Appendix" means an appendix to these Terms, unless otherwise stated or apparent from the context.
- (b) "Background IP" means any and all intellectual property conceived, developed, reduced to practice or made, owned or otherwise controlled by a Party, its employees or agents, prior to the coming into force of the Licence. However, "Background IP" does not comprise intellectual property originating from research, development or patents etc. comprised by the Licence.
- (c) "Benefit Sharing Agreement" means an agreement on sharing of benefits (whether monetary or non-monetary) arising from any utilization (whether commercial or non-commercial) of Genetic Resources or part thereof made and concluded between the User and the Greenland Government, including any appendices and amendments to the Benefit Sharing Agreement.
- (d) "Biological Diversity Convention" means the United Nations Convention on Biological Diversity adopted on 5 June 1992.
- (e) "Biotechnology" means any technological application which uses biological systems, living organisms, or any Derivative thereof, to make or modify products or processes for specific use. "Biotechnology" includes any biotechnology and other matter comprised by the definition of biotechnology in article 2 of the Biological Diversity Convention or article 2 of the Nagoya Protocol.
- (f) "Cartagena Protocol" means the United Nations Cartagena Protocol on Biosafety to the Convention on Biological Diversity adopted on 29 January 2000.
- (g) "Derivative" means a naturally occurring biochemical compound resulting from the genetic expression or metabolism of biological or genetic resources, even if it does not contain functional units of heredity.
- (h) "DKK" means Danish kroner, the lawful currency of the Kingdom of Denmark.
- (i) "Ex Situ" means outside, off site, or away from the natural Habitat of the genetic resources or the phenomenon concerned, for example Genetic Resources which are in a laboratory, collection, botanical garden, zoo or an aquarium. "Ex Situ" is contrary to In Situ as defined in section 1.01(p).
- (j) "Genetic Material" means any material of plant, animal, microbial or other origin containing functional units of heredity.
- (k) "genetic resources" means Genetic Material, as defined in section 1.01(j), of actual or potential value.

- (l) "Genetic Resources" means the genetic resources comprised by the Licence as stated in box 3 of the Licence. "Genetic Resources" includes part of such genetic resources, Derivatives, as defined in section 1.01(g), of such genetic resources and Pathogens, as defined in section 1.01(x).
- (m) "Genetic Resources Act" means Greenland Parliament Act no. 3 of 3 June 2016 on utilization of genetic resources and activities in relation thereto.
- (n) "Greenland Government" means the Government of Greenland, represented by the Ministry of Industry, Labour, Trade and Energy.
- (o) "Habitat" means the place or type of site where an organism or population naturally occurs.
- (p) "In Situ" means "on site" or in the same place where the phenomenon is occurring without isolating it from other systems or altering the original conditions of the test within ecosystems and natural Habitats. "In Situ" is contrary to Ex Situ as defined in section 1.01(i).
- (q) "Intellectual Property" means any and all rights in relation to intellectual property, including all rights in relation to any inventions, innovations or improvement (whether patentable or not), including patent rights and any other rights, patents or patent applications, plants varieties (including plant breeder rights), registered and unregistered trade marks (including service marks), designs, circuit layouts, trade secrets, know-how (whether patentable or not) and copyright and all other rights resulting from intellectual activity which has been created or acquired or which is in the process of being created or acquired as a result of, or in relation to, any utilization (whether commercial or non-commercial) of Genetic Resources.
- (r) "Licence" means a non-exclusive licence for utilization of Greenland genetic resources granted to the User by the Greenland Government under section 7 of the Genetic Resources Act, including any amendments to the Licence applicable at any time.
- (s) "Licence Period" means the period in which the Licence is in force, see box 6 of the Licence.
- (t) "Material" means any matter or thing which is or may be the subject of any type of property right, including intellectual property rights.
- (u) "Nagoya Protocol" means the United Nations Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilization to the Convention on Biological Diversity adopted on 29 October 2010.
- (v) "Parties" means the Greenland Government and the User.
- (w) "Party" means the Greenland Government or the User.
- (x) "Pathogens" means organisms that can cause disease or infection in humans, animals, plants or other organisms.
- (y) "Product" means any Material produced, obtained, extracted or derived through Research and Development.

- (z) "Reporting Period" means the period from 1 January to 31 December in a year. The first Reporting Period shall comprise the period in a year between the date the Licence comes into force, see box 6 of the Licence, and 31 December of that year.
- (aa) "Sample" means a sample of Genetic Resources, including a sample of Genetic Resources collected in Greenland under the Licence.
- (bb) "Supervisory Authority" means the Greenland Government and any authority, person, entity or company appointed by the Greenland Government to carry out supervision of the User's activities under the Licence, see section 16, or any activity or function in relation to such supervision.
- (cc) "Sustainable Use" means the use of components of biological diversity in a manner and at a rate that does not lead to the long-term decline of biological diversity, thereby maintaining its potential to meet the needs and aspirations of present and future generations.
- (dd) "Terms" means the terms and conditions stated in this document with the title "Terms and Conditions for Licences for Utilization of Greenland Genetic Resources", including any appendices and amendments to these Terms.
- (ee) "Third Party Benefit Sharing Agreement" means an agreement on sharing of benefits (whether monetary or non-monetary) arising from any utilization (whether commercial or non-commercial) of Greenland genetic resources made and concluded between the Greenland Government and a third party in accordance with section 18.03.
- (ff) "Unique Identification Code" has the meaning stated in section 7.
- (gg) "User" means the person, entity or company which is the holder of the Licence, as stated in box 1 of the Licence. If several persons, entities and/or companies hold shares in the Licence, "User" means one (1) of the Users, as defined in section 1.01(hh).
- (hh) "Users" means the persons, entities and/or companies which are the holders of shares of the Licence, as stated in box 1 of the Licence. This definition only applies if several persons, entities and/or companies hold shares in the Licence.
- (ii) "Utilization Plan" means the plan required to be submitted to the Greenland Government under section 9.

1.02 In these Terms, any reference to the singular number shall include a reference to the plural number and any reference to the plural number shall include a reference to the singular number, unless otherwise stated or apparent from the context.

1.03 In these Terms, "including" means including without limitation or prejudice to the generality of any description, definition, term or expression preceding that word. In these Terms, "including" also means including but not limited to. The word "include" and its derivatives shall be interpreted accordingly.

1.04 In these Terms, "utilization" means any commercial and non-commercial use, including utilization as defined in the Convention on Biological Diversity, the Cartagena Protocol and the Nagoya Protocol, unless otherwise stated or apparent from the context in these Terms. "Utilization of Genetic Resources"

includes research and/or development on the genetic and/or biochemical composition of Genetic Resources, including through the application of Biotechnology. "Utilization of Genetic Resources" also includes development, production, marketing, sale and use of Products based on Genetic Resources and creation, development, registration, marketing, sale and use of Intellectual Property. Furthermore, "utilization" also includes any activity in relation to research, creation, development, production, marketing, sale and use as referred to in the previous sentences of this section 1.04, including collection, analysis, registration, storage, receipt and export of Genetic Resources. The word "utilize" and its derivatives shall be interpreted in accordance with the above definition of utilization.

1.05 In these Terms, "commercial activities and purposes" means any commercial activities and purposes. "Utilization of Genetic Resources for commercial activities and purposes" includes research and/or development on Genetic Resources for commercial purposes. It does not include basic research on Genetic Resources for non-commercial purposes. "Utilization of Genetic Resources for commercial activities and purposes" also includes production, marketing, sale and/or use of Products based on Genetic Resources for commercial purposes. Furthermore, "utilization of Genetic Resources for commercial activities and purposes" includes creation, development, registration, marketing, sale and/or use of Intellectual Property for commercial purposes. "For commercial activities and purposes" includes any activity, act, disposition or transaction for the purpose of obtaining any monetary benefit or non-monetary benefit of actual or potential value.

1.06 In these Terms, "technology" includes Biotechnology as defined in section 1.01(e).

1.07 These Terms and any appendices to these Terms shall constitute an integral part of the Licence and shall be deemed to be incorporated in the Licence.

2 Background and objective etc.

2.01 The Greenland Government is the owner of any and all genetic resources from Greenland and any and all parts and derivatives thereof. See section 5 of these Terms.

2.02 In accordance with the Biological Diversity Convention and the Nagoya Protocol, access to genetic resources for their utilization shall be subject to the prior informed consent of the country of origin of such genetic resources, unless otherwise determined by that country.

2.03 The Licence represents the prior informed consent of the Greenland Government to the User for its access to the Genetic Resources stated in box 3 of the Licence on the terms and conditions of the Licence, including these Terms.

2.04 In accordance with the Biological Diversity Convention and the Nagoya Protocol, benefits arising from the utilization of genetic resources as well as subsequent applications and commercialisation thereof shall be shared in a fair and equitable manner with the country of origin and such sharing shall be upon mutually agreed terms.

2.05 One of the main objectives of the Licence and any Benefit Sharing Agreement made and concluded between the User and the Greenland Government in relation thereto is to establish such a fair and

equitable sharing of benefits arising from the utilization of the Genetic Resources, taking into account all rights over and relating to the Genetic Resources and to technologies and risks to human health and the environment etc., thereby contributing to the conservation of biological diversity and the Sustainable Use of its components.

2.06 In consideration of the User signing the Licence, the Greenland Government grants the User access to the Genetic Resources stated in box 3 of the Licence for their utilization on the terms and conditions set out in the Licence, including these Terms.

2.07 In consideration of the Greenland Government granting the User access as described in section 2.06, the User will access and utilize the Genetic Resources in accordance with the terms and conditions set out in the Licence, including these Terms. Furthermore, the User shall provide to the Greenland Government the benefits stated in sections 11-13.

3 The Genetic Resources Act, the Biological Diversity Convention, the Cartagena Protocol, the Nagoya Protocol and these Terms

3.01 The Licence is subject to and governed by the Genetic Resources Act, any subsequent amendment to the Genetic Resources Act, any new Act on biological resources or genetic resources passed by the Greenland Parliament and any subsequent amendment to any such new Act, the provisions of the Biological Diversity Convention, the Cartagena Protocol, the Nagoya Protocol, and any other protocol or agreement in relation to the Biological Diversity Convention, the Cartagena Protocol or the Nagoya Protocol as applicable in Greenland.

3.02 The Genetic Resources Act, any subsequent amendment to the Genetic Resources Act, any new Act on biological resources or genetic resources passed by the Greenland Parliament and any subsequent amendment to any such new Act, the provisions of the Biological Diversity Convention, the Cartagena Protocol, the Nagoya Protocol, and any other protocol or agreement in relation to the Biological Diversity Convention, the Cartagena Protocol or the Nagoya Protocol, as applicable in Greenland, and the terms and conditions set out below in these Terms and in any appendices to these Terms shall apply to and be part of the Licence, unless otherwise stated or apparent from the context in the Licence or these Terms.

4 General obligations

4.01 The Greenland Government shall act reasonably and comply with Greenland law, Danish law and international law and agreements applicable in Greenland at any time, including general rules and principles of Greenland administrative law (including the principle of objectiveness, the principle of proportionality and the principle of equal treatment).

4.02 Subject to these Terms, the User shall be and remain a Party to the Licence and act in accordance with and perform the terms and conditions of the Licence.

4.03 The User shall comply with Greenland law, Danish law and international law applicable in Greenland at any time. The User shall act in accordance with the principles of good faith and fair dealing in performing

its obligations under the Licence. The User's activities under the Licence shall be carried out in accordance with recognised good national and international practice for such activities under similar conditions. Furthermore, the User's activities under the Licence shall be carried out in an appropriate manner and in a manner which promotes and protects safety, health, the environment and social sustainability and in accordance with the Genetic Resources Act, other statutes and rules, the Licence, approvals under the Licence and any other regulations and terms applicable in Greenland or otherwise applying to the Licence or any activity or matter comprised by the Licence at any time.

- 4.04 The User must cooperate and communicate in good faith with the Greenland Government, including by providing any relevant information required by the Greenland Government and by complying with any relevant request made by the Greenland Government.

5 Ownership of Genetic Resources etc.

- 5.01 The Greenland Government is the owner of any and all genetic resources from Greenland and any and all parts and derivatives thereof. The Greenland Government has, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit Greenland's own resources pursuant to its own environmental policies, and the responsibility to ensure that activities within its jurisdiction or control do not cause damage to the environment of other states or of areas beyond the limits of national jurisdiction. See article 3 of the Biological Diversity Convention.
- 5.02 The User may utilize the Genetic Resources stated in box 3 of the Licence as specified in box 5 of the Licence in a manner and at a rate which contributes to the conservation of biological diversity and the Sustainable Use of its components.
- 5.03 The Licence and any Benefit Sharing Agreement made and concluded between the User and the Greenland Government in relation thereto do not affect the Greenland Government's ownership of any genetic resources from Greenland and any parts thereof.
- 5.04 Subject to section 13 and any agreement made by the Greenland Government and the User in accordance with section 13, the Greenland Government may require that all results and any Intellectual Property arising from utilization (whether commercial or non-commercial) of Genetic Resources or from any work or activity performed by the User which is comprised by the Licence shall be subject to joint ownership between the Parties.
- 5.05 Notwithstanding section 5.04, each Party retains all rights, title and interest in and to its Background IP, and the User represents and warrants that it shall not include any of its own Background IP or intellectual property of a third party in any inventions based on or incorporating Genetic Resources or parts or elements thereof. To the extent any such Background IP is included, the User hereby grants, and the User shall in relation to any third party intellectual property rights ensure the third party or parties grant, to the Greenland Government a non-exclusive, fully paid-up royalty free and worldwide licence to use such Background IP and/or third party intellectual property rights in order for the Greenland Government to use the inventions concerned free of charge and without any restrictions.

6 Genetic resources comprised by the Licence and right to utilize Genetic Resources

- 6.01 The Licence only comprises utilization of the genetic resources stated in box 3 of the Licence from Greenland. The Licence comprises such genetic resources irrespective of whether they are obtained or utilized in any manner in or outside Greenland.
- 6.02 Subject to these Terms, including section **Fejl! Henvisningskilde ikke fundet.**, the Greenland Government grants to the User (1) access to the Genetic Resources stated in box 3 of the Licence, including a right to collect the Genetic Resources, and (2) a right to utilize the Genetic Resources for non-commercial activities and purposes as stated in box 5 of the Licence.
- 6.03 The User may only utilize the Genetic Resources, including Samples, for commercial activities and purposes if the User has been granted an amendment of the Licence to the effect that the User may utilize the Genetic Resources for commercial activities and purposes in accordance with the terms of the Licence, including the terms stated in boxes 1-7 and these Terms, the Biological Diversity Convention and the Nagoya Protocol. A right to utilize Genetic Resources for commercial activities and purposes is granted when the User and the Greenland Government have signed an addendum to the Licence in which it is stated that the User may utilize Genetic Resources or parts thereof for commercial activities and purposes. A right to utilize Genetic Resources or part thereof for commercial activities and purposes will be granted by the Greenland Government as stated in section 10. The User may not commence any utilization of Genetic Resources for commercial activities and purposes or activities in relation thereto before the Greenland Government has granted an amendment of the Licence as stated above to the User and has approved such activities.

7 Identification of Genetic Resources, Samples and Derivatives and keeping of taxonomic duplicates

- 7.01 At the time of collection, extraction or creation of a Genetic Resource, or as soon as practicable thereafter, the User shall record a Unique Identification Code for the Genetic Resource.
- 7.02 At the time of collection or extraction of a Sample, or as soon as practicable thereafter, the User shall record a Unique Identification Code for the Sample.
- 7.03 At the time of extraction, derivation or creation of a Derivative, or as soon as practicable thereafter, the User shall record a Unique Identification Code for the Derivative.
- 7.04 The User shall display the Unique Identification Code for each Genetic Resource, Sample and Derivative, on, or in association with, any container in which the Genetic Resource, the Sample or the Derivative is stored.
- 7.05 The User shall keep a taxonomic specimen (duplicate) of each Genetic Resource, Sample and Derivative collected, extracted, derived or created in relation to the User's utilization of Genetic Resources in an internationally recognized collection or database of genetic resources.

8 Fees

- 8.01 The User shall pay a fee of DKK [...] to the Greenland Government for the granting of the Licence. See section 13 of the Genetic Resources Act.
- 8.02 The User shall pay a fee of DKK [...] to the Greenland Government for the granting of an addendum to the Licence in which it is stated that the User may utilize Genetic Resources for commercial activities and purposes, see sections 6.03 and 10 of these Terms. See also section 13 of the Genetic Resources Act.
- 8.03 The Licensee shall pay a fee of DKK [...] to the Greenland Government for each extension of the Licence under sections 27.03 and 27.04. See section 13 of the Genetic Resources Act.
- 8.04 The fees stated in sections 8.01-8.03 shall be adjusted every calendar year with effect from 1 January in the year concerned on the basis of the change in the Greenland consumer price index from July in the calendar year preceding the previous calendar year to July in the previous calendar year. The first of such adjustments shall be made in 2018 with effect from 1 January 2018 on the basis of the change in the Greenland consumer price index from July 2016 to July 2017. Amounts shall be adjusted to the nearest Danish krone. The adjustment in any subsequent year shall be made in the same manner.
- 8.05 The fees stated in sections 8.01-8.03 shall be paid no later than 30 days after the granting of the Licence, an addendum to the Licence or any extension of the Licence, as the case may be.

9 Utilization Plan

- 9.01 Before the User commences any utilization of Genetic Resources or any activities in relation thereto, the User shall submit a written Utilization Plan to the Greenland Government which shall provide, to the reasonable satisfaction of the Greenland Government, all of the following:
- (a) Details of all utilization of Genetic Resources for non-commercial purposes, including collection of Genetic Resources, basic research on Genetic Resources and other non-commercial activities, which the User proposes to commence and carry out under the Licence.
 - (b) A proposed timetable for performing the specified utilization for non-commercial purposes.
 - (c) Details of any necessary activities in relation to closure of the specified utilization for non-commercial purposes and any activities in relation thereto, including an assessment of the costs and expenses for any such closure activities.
 - (d) Details of all benefits (whether monetary or non-monetary) for the User and the Greenland Government which, in the User's reasonable opinion, may arise from the specified utilization for non-commercial purposes.
 - (e) A proposal for a system for the User's own registration and keeping of information and documents, and control and taking of appropriate measures, in relation to matters regarding utilization of Genetic Resources, including information on all benefits (whether monetary or non-monetary) related to Genetic Resources and other parties granted or otherwise given access to or benefitting from Genetic Resources etc.

- (f) Such other matters as the Greenland Government may reasonably require.
- 9.02 The User shall not utilize Genetic Resources for non-commercial purposes before the Greenland Government has approved the Utilization Plan. The Greenland Government may approve the Utilization Plan in whole or in part or subject to conditions and may set terms and conditions for any such approval.
- 9.03 When the Utilization Plan has been approved by the Greenland Government (whether in whole or in part or subject to conditions), it shall be legally binding on the Parties and its activities and obligations shall be performed under and subject to the Licence, including these Terms, and the approval of the Greenland Government. This also includes any subsequent amendments to the Utilization Plan, including in relation to section 9.04.
- 9.04 If the User has been granted a right to utilize Genetic Resources for commercial activities and purposes in accordance with section 10, the User shall submit and amended Utilization Plan to the Greenland Government which shall provide, to the reasonable satisfaction of the Greenland Government, all of the following:
- (a) Details of all utilization of Genetic Resources for commercial activities and purposes which the User proposes to commence and carry out under the Licence and the addendum to the Licence granted to the User under section 10.
 - (b) A proposed timetable for performing the specified utilization for commercial purposes.
 - (c) Details of any necessary activities in relation to closure of the specified utilization for commercial purposes and any activities in relation thereto, including an assessment of the costs and expenses for any such closure activities.
 - (d) Details of all benefits (whether monetary or non-monetary) for the User and the Greenland Government which, in the User's reasonable opinion, may arise from the specified utilization for commercial purposes.
 - (e) Such other matters as the Greenland Government may reasonably require.
- 9.05 The User shall not utilize Genetic Resources for commercial activities and purposes before the Greenland Government has approved the amended Utilization Plan. The Greenland Government may approve the amended Utilization Plan in whole or in part or subject to conditions and may set terms and conditions for any such approval.
- 9.06 The making, maintenance and effects of the Licence, including any amendments and addenda thereto, are subject to the User's fulfilment of all of the following time limits:
- (a) No later than three (3) months after the Greenland Government's signing of the Licence, the User shall prepare and submit a Utilization Plan in accordance with section 9.01 and have obtained the Greenland Government's approval of the plan.
 - (b) No later than three (3) months after the Greenland Government's signing of the Licence, the User shall document (substantiate) to the Greenland Government, and have obtained the Greenland Government's approval of the documentation to the effect, that the User has sufficient financial

capacity to commence and complete the utilization of Genetic Resources for non-commercial purposes in accordance with the Utilization Plan.

- (c) No later than the date specified in the Utilization Plan and approved by the Greenland Government, the User shall commence utilization of Genetic Resources for non-commercial purposes as specified therein.
- (d) No later than three (3) months after the Greenland Government's signing of an addendum to the Licence to the effect that the User may utilize Genetic Resources for commercial activities and purposes, the User shall prepare and submit an amended Utilization Plan in accordance with section 9.04 and have obtained the Greenland Government's approval of the amended plan.
- (e) No later than three (3) months after the Greenland Government's signing of an addendum to the Licence to the effect that the User may utilize Genetic Resources for commercial activities and purposes, the User shall document (substantiate) to the Greenland Government, and have obtained the Greenland Government's approval of the documentation to the effect, that the User has sufficient financial capacity to commence and complete the utilization of Genetic Resources for commercial activities and purposes as specified in the amended Utilization Plan.
- (f) No later than the date specified in the amended Utilization Plan and approved by the Greenland Government, the User shall commence utilization of Genetic Resources for commercial activities and purposes as specified therein.

10 Granting of a right to utilize Genetic Resources for commercial activities and purposes

10.01 The User shall be entitled to be granted a right to utilize Genetic Resources or part thereof for commercial activities and purposes, provided that all of the following cumulative conditions are met:

- (a) The User has complied with the terms of the Licence, including these Terms.
- (b) The User has identified and specified the genetic resource(s) which the User intends to utilize for commercial activities and purposes and the activities which the User intends to perform. The User's application for the granting of a right to utilize the identified genetic resource(s) for commercial activities and purposes shall, among other matters, include details on and documentation of the genetic resource(s) which the User intends to utilize for commercial activities and purposes and the activities which the User intends to perform. The User's application shall also include an assessment of the potential of the identified genetic resource(s) for utilization for commercial activities and purposes.
- (c) The User's application for the granting of a right to utilize genetic resource(s) for commercial activities and purposes has been submitted to and received by the Greenland Government prior to the expiry of the Licence.
- (d) A Benefit Sharing Agreement, as defined in section 1.01(c), has been made and concluded between the User and the Greenland Government. This only applies if it is required by the Greenland Government.

A right to utilize Genetic Resources or part thereof for commercial activities and purposes will be granted by the Greenland Government as stated in sections 10.02 and 10.03. The User may not commence any utilization for commercial activities and purposes or activities in relation thereto before the Greenland Government has granted an addendum to the Licence as stated in sections 10.02 and 10.03 and has approved such activities.

10.02 A right to utilize Genetic Resources or part thereof for commercial activities and purposes is granted by the Greenland Government to the User in accordance with the Licence, these Terms and the Genetic Resources Act. A right to utilize Genetic Resources or part thereof for commercial activities and purposes is granted when the User and the Greenland Government have signed an addendum to the Licence in which it is stated that the User may utilize the Genetic Resources or part thereof for commercial activities and purposes. Among other matters, the addendum will state the name of the User, any extension of the Licence Period and the genetic resources comprised by the addendum. The addendum will also state that the terms and conditions of the Licence, including these Terms, shall apply to the Licence as amended by the addendum.

10.03 In relation to the granting of a right to utilize Genetic Resources or part thereof for commercial activities and purposes, the Greenland Government will set a reasonable time limit for the User's submission of an amended Utilization Plan, see section 9.04. The User may not commence any utilization of Genetic Resources for commercial activities and purposes or activities in relation thereto before the Greenland Government has approved the amended Utilization Plan, see section 9.05.

11 Sharing of monetary benefits and non-monetary benefits and making and conclusion of a Benefit Sharing Agreement

11.01 In accordance with article 5(4) of the Nagoya Protocol, the Greenland Government may set terms to the effect that the User shall provide to the Greenland Government an equitable share of the monetary benefits and non-monetary benefits relating to the utilization of Genetic Resources, including but not limited to those monetary benefits and non-monetary benefits stated in the annex to the Nagoya Protocol, see Appendix 1.

11.02 The Greenland Government may require the User to make and conclude a Benefit Sharing Agreement, as defined in section 1.01(c), with the Greenland Government. In the Benefit Sharing Agreement, the Greenland Government may set terms to the effect that the User shall provide to the Greenland Government an equitable share of any monetary benefits and non-monetary benefits relating to the utilization of Genetic Resources. The Greenland Government may for example set terms on the matters stated in sections 11.03-11.10. The Greenland Government may also set terms on sharing of other relevant monetary benefits and non-monetary benefits relating to the utilization of Genetic Resources, see Appendix 1.

Royalty

- 11.03 The Greenland Government may set terms to the effect that the User shall pay royalty to the Greenland Government for utilization of Genetic Resources for commercial activities and purposes.

Offer of specimens

- 11.04 The Greenland Government may require the User to offer a taxonomic specimen (duplicate) of each Genetic Resource, Sample and Derivative collected, extracted, derived or created in relation to the User's utilization of Genetic Resources, see section 7.05, to one (1) or two (2) specified Greenland or Danish public institutions which are repositories of taxonomic specimens of the same order or genus and have been designated or approved by the Greenland Government.
- 11.05 Within a specific time limit set by the Greenland Government in relation to section 11.04, the User shall notify the Greenland Government of the name of the collection or database and the taxonomic specimen (duplicate) transferred to the collection or database.
- 11.06 Subject to the Licence, including these Terms, the User may set reasonable terms for offers made under section 11.04, including terms to the effect that the receiving institution(s) may only use the specimen(s) for non-commercial activities and purposes.

Sharing of information and technology etc.

- 11.07 Regardless of whether the User has made and concluded a Benefit Sharing Agreement with the Greenland Government, the User shall disclose and provide the information etc. stated in section 12 to the Greenland Government.
- 11.08 The Greenland Government may set terms to the effect that the User shall provide research funding to the Greenland Government and any entities designated by the Greenland Government. Such entities may include the Greenland Institute of Natural Resources, the University of Greenland, other local research institutions and any other research institutions designated by the Greenland Government. Such funding may in particular be for the conduct of research on species collected as Genetic Resources or Samples or the ecosystem from which they were collected.
- 11.09 The Greenland Government may set terms to the effect that the User shall transfer to the Greenland Government, the Greenland Institute of Natural Resources and/or the University of Greenland technology relating to utilization of Genetic Resources and make use of such technology, including technology which is relevant to the conservation and Sustainable Use of biological diversity. The terms of such transfer shall be negotiated with the Greenland Government and shall be developed under fair and favourable terms, including concessional and preferential terms.
- 11.10 The Greenland Government may also set other relevant terms and conditions on the User's duty to share information and technology etc.

12 Sharing of information and technology etc.

- 12.01 The User shall disclose all relevant information in relation to the User's utilization of Genetic Resources to the Greenland Government and the appropriate checkpoints existing in Greenland, Denmark and the country of the User. If there are no officially designated checkpoints, the User shall disclose the said information to the appropriate offices dealing with regulatory approvals, intellectual property rights, publications, research etc. in Greenland, Denmark and the country of the User. The User shall also provide to the Greenland Government any information that the Greenland Government or the Ministry of Industry, Labour, Trade and Energy may reasonably require in order for the Greenland Government and the User to comply with national and international law, including EU-regulations, and to effect registration and enhance transparency, including through the ABS Clearing-House Mechanism.
- 12.02 In accordance with sections 2(a) and 2(b) of the annex to the Nagoya Protocol, the User shall share information relevant to the conservation and Sustainable Use of biological diversity with the Greenland Government and any entities designated by the Greenland Government. Such entities may include the Greenland Institute of Natural Resources, the University of Greenland, other local research institutions and any other research institutions designated by the Greenland Government or the Ministry of Industry, Labour, Trade and Energy.
- 12.03 Sharing of information under section 12 shall include exchange of results of technical, scientific and socio-economic research, as well as information on training and surveying programmes, specialized knowledge, indigenous and traditional knowledge as such and in combination with the technologies referred to in article 16(1) of the Biological Diversity Convention. It shall also, where feasible, include repatriation of information. See article 17(2) of the Biological Diversity Convention.
- 12.04 The User shall collaborate with the Greenland Government and any entities designated by the Greenland Government or the Ministry of Industry, Labour, Trade and Energy. Such entities may include the Greenland Institute of Natural Resources, the University of Greenland, other local research institutions and any other research institutions designated by the Greenland Government or the Ministry of Industry, Labour, Trade and Energy. The User shall also contribute to scientific research and development programmes, particularly biotechnological research activities in Greenland, if this is required by the Greenland Government.
- 12.05 The Greenland Government may set further terms and conditions on the User's duty to share information and technology etc. pursuant to sections 12.01-12.04 and the other matters comprised by sections 12.01-12.04. Such terms may be set in a Benefit Sharing Agreement, see in particular section 11.08-11.10, or in an appendix or an addendum to the Licence.

13 Rights in Genetic Resources and Intellectual Property

- 13.01 In accordance with article 3 of the Biological Diversity Convention and section 5 of these Terms, the Greenland Government has the ownership to genetic resources from Greenland. The Licence, these Terms

and any Benefit Sharing Agreement do not provide the User with any expressed or implied ownership or any kind of intellectual property rights.

- 13.02 If the User makes an invention or discovery based on or in relation to the Licence or any Genetic Resource and applies for a patent on that invention or discovery, the User shall inform the Greenland Government thereof, before the application for the patent is submitted. Furthermore, a copy of the application for the patent shall be sent to and received by the Greenland Government no later than at the time of the submission of the application for the patent. The Greenland Government may set additional terms on the User's duty of information to the Greenland Government. See section 22(4) of the Genetic Resources Act.
- 13.03 The Greenland Government may require that all results and any Intellectual Property arising from utilization of Genetic Resources or from any work or activity performed by the User under the Licence shall be subject to joint ownership between the Parties. Accordingly, the Greenland Government may require that Intellectual Property arising from activities under the Licence shall be owned by and vested in the Greenland Government and the User jointly.
- 13.04 In case of joint ownership between the Parties under section 13.03, and without limiting the provision in section 13.03, both the Greenland Government and the User may grant third parties a right to use Intellectual Property arising from activities under the Licence. Ownership rights to the Intellectual Property may only be transferred to a third party if both Parties agree thereto in writing.
- 13.05 In accordance with sections 1(j) and 2(q) of the annex to the Nagoya Protocol, the Greenland Government may lay down further terms and conditions for the ownership, including joint ownership, and the use of intellectual property rights based on or relating to the Licence or any Genetic Resources. Such terms may be set in a Benefit Sharing Agreement, as defined in section 1.01(c), or in an appendix or an addendum to the Licence. See also section 11.
- 13.06 The Greenland Government and the User may, by an addendum to the Licence or in an agreement in writing, agree terms and conditions on the effects and exercise of their joint ownership of Intellectual Property in relation to third parties. Such agreement may include terms and condition to the effect that the Greenland Government may grant to the User authority to act as an agent for the Greenland Government, as regards the effects and exercise of their joint ownership of Intellectual Property and related matters, in relation to third parties.

14 Annual report

- 14.01 The User shall prepare a written annual report which shall provide, to the reasonable satisfaction of the Greenland Government, details in respect of all of the following:
- (a) Any utilization (whether commercial or non-commercial) of Genetic Resources commenced by or on behalf of the User during the Reporting Period.

- (b) The results of any utilization (whether commercial or non-commercial) of Genetic Resources during the Reporting Period, including any research and development conducted during the Reporting Period, whether by or on behalf of the User.
- (c) Any Intellectual Property, Genetic Resource, Sample or Derivative which, in the User's reasonable opinion, has the potential to be utilized for commercial activities and purposes.
- (d) Any modifications to the Utilization Plan approved or proposed during the Reporting Period, including the User's reasons for proposing or obtaining approval of such modifications.
- (e) The User's compliance with the Utilization Plan prior to and during the Reporting Period.
- (f) Any publication (whether scientific or not) or presentation provided to a third party in relation to Genetic Resources during the Reporting Period, whether by or on behalf of the User.

14.02 The annual report stated in section 14.01 for a Reporting Period shall be submitted by the User to the Greenland Government no later than 31 March the subsequent calendar year.

14.03 The User shall notify the Greenland Government of any publication or presentation subject to section 14.01(f) and supply an electronic or hard copy of such publications or presentations to the Greenland Government on request.

14.04 The Greenland Government may set further terms on the User's reporting on activities performed under and matters comprised by the Licence, including submission of a copy of relevant documents, reporting on financial matters, as well as the types of data, interpretations and other information to be included in the reports. The Greenland Government may also determine the form and media for submitting such data etc. Such terms may be set in a Benefit Sharing Agreement, as defined in section 1.01(c), or in an appendix or an addendum to the Licence. See also section 11. The Greenland Government may also require further information and documents etc. from the User concerning the activities performed under and matters comprised by the Licence.

14.05 All expenses for the preparation and submission of reports, information, documents and Samples etc. under the Licence shall be paid and born by the User.

15 Confidential Information

15.01 All information exchanged between the Parties under the Licence or any Benefit Sharing Agreement, as defined in section 1.01(c), or during the negotiation of the Licence or any Benefit Sharing Agreement, including the terms and conditions of the Licence and any Benefit Sharing Agreement, shall be confidential and shall not be disclosed to any person, unless otherwise stated or apparent from the context in the Licence, any Benefit Sharing Agreement, approvals pursuant to the Licence or any Benefit Sharing Agreement, the Genetic Resources Act, the Biological Diversity Convention, the Cartagena Protocol, the Nagoya Protocol or applicable laws or regulations. However, this shall not apply to the extent this is not in accordance with the Greenland Parliament Act no. 9 of 13 June 1994 on Access to Public Administration Files, as amended by any subsequent Acts (in Danish: "offentlighedsloven").

- 15.02 All data and reports submitted by the User to the Greenland Government under the Licence or any Benefit Sharing Agreement shall be treated as confidential by the Greenland Government for a period of five (5) years from the date when the data or reports were submitted to the Greenland Government or any prior date when the data or reports should have been presented to the Greenland Government.
- 15.03 If a Product is patented or in the process of being patented, material related to such Product provided by the User to the Greenland Government shall be treated as confidential by the Greenland Government to the extent and for the period the said material is confidential under applicable patent rules.
- 15.04 However, the period of confidentiality shall terminate no later than the date of expiry of the Licence, see box 6 of the Licence, or the date of expiry of any Benefit Sharing Agreement, whichever is the earlier.
- 15.05 Notwithstanding the provisions of sections 15.01, 15.02 and 15.03, the Greenland Government shall be entitled to the following:
- (a) The Greenland Government may make general statements concerning the activities under the Licence, based on the material submitted by the User.
 - (b) The Greenland Government may use and publish, without any restrictions and conditions, data and reports submitted by the User to the Greenland Government under the Licence or any Benefit Sharing Agreement if this in the Greenland Government's opinion is considered to be in the general interest of the community, but excluding any material patented or in the process of being patented to the extent and for the period the said material is confidential under section 15.03 and may not be non-confidential or disclosed under section 15.05(d).
 - (c) The Greenland Government may use and publish any material submitted by the User regarding general biological and genetic matters and conditions.
 - (d) The Greenland Government may treat confidential information and documents and the material mentioned in section 15.03 provided by the User to the Greenland Government under the Licence or any Benefit Sharing Agreement as non-confidential and disclose the said information, documents and material under applicable laws or regulations or a decision of any court, arbitration tribunal, or public authority or in connection with any dispute, proceedings or investigation related to matters comprised by the Licence or any Benefit Sharing Agreement.
- 15.06 Prior to making a decision on whether to publish any material under sections 15.05(b), 15.05(c) and 15.05(d), the Greenland Government shall notify the User thereof and consult with the User.

16 Supervision and orders etc.

- 16.01 The Greenland Government supervises the User's activities under the Licence. The Greenland Government may appoint one (1) or more authorities, persons or enterprises etc., as Supervisory Authority, to supervise the User's activities under the Licence. The Supervisory Authority shall in all respects be entitled to supervise all the User's activities and to demand information and documents from the User regarding the User's activities under the Licence. With due evidence of authority and without a

prior court order, the Supervisory Authority shall at all times have access to any part of the User's activities under the Licence, to the extent required for the performance of the supervision.

- 16.02 The Supervisory Authority may participate in audits, inspect and take copies of any material relevant to the Licence, including Samples from biological material or Genetic Material obtained as part of the User's activities under the Licence.
- 16.03 The Supervisory Authority may issue orders in case of violation of or non-compliance with legislation, regulations laid down pursuant to legislation, terms of the Licence or any Benefit Sharing Agreement, terms of approvals under the Licence or any Benefit Sharing Agreement, or any other law, rule or regulation applicable to the User's activities under the Licence, all as applicable in Greenland at any time.
- 16.04 The Supervisory Authority may issue such orders as the Supervisory Authority finds necessary, including for the User to immediately discontinue activities under the Licence. Such orders may also be issued under section 16.03.
- 16.05 If the User fails to comply with an order issued according to section 16.03 or 16.04, the User shall compensate any damage and loss incurred as a result thereof, irrespective of whether such damage or loss is suffered by the Greenland Government, the Danish Government and/or any third party, including a private individual or a private enterprise.
- 16.06 The User shall provide transport of the representatives of the Supervisory Authority between the place of inspection and the nearest public airport or heliport in Greenland with scheduled flights and shall arrange for such transport to be provided in accordance with any reasonable requirements of the Supervisory Authority.
- 16.07 The User shall reimburse all costs and expenses incurred by the Greenland Government and the Supervisory Authority, including the personnel of other authorities and external consultants etc., in relation to supervision and inspection of activities comprised by the Licence. The reimbursement shall be made in accordance with the provisions of section 17 and any applicable laws and regulations. Reimbursement in accordance with section 17 shall include, but is not limited to, any costs and expenses in relation to the supervision, investigation, consultancy and inspection. In relation to such activities, the reimbursement shall also comprise any transport of the representatives of the Supervisory Authority and its equipment etc. and accommodation of the representatives of the Supervisory Authority, including in relation to travels between their residence and the place at which the supervision, investigation, consultancy or inspection is performed, and accommodation at that place.

17 The User's payment of costs and expenses in relation to case processing and other administrative work

- 17.01 The User shall pay all costs and expenses relating to case processing, supervision and other administrative work and administration in relation to the Licence and any activities under the Licence and in relation to any Benefit Sharing Agreement, including costs and expenses for any translation and interpretation, unless otherwise stated in the Licence.

17.02 The costs and expenses which shall be paid and born by the User under section 17.01 shall be calculated and administered on the basis of any orders and rules laid down at any time by the Greenland Government. The payment may be collected as a fee or reimbursement of costs and expenses according to the orders and rules laid down at any time by the Greenland Government.

17.03 If the Greenland Government issues an executive order on the reimbursement of costs associated with authority administration in relation to genetic resource activities, the rules in the executive order shall apply to the Licence and any Benefit Sharing Agreement.

18 Transfer of rights and obligations under the Licence or of Genetic Resources and legal proceedings against the Licence

18.01 The Licence or any part of it or any interest in it may neither directly nor indirectly be transferred to any other party or parties, unless the Greenland Government approves such transfer in writing. The Greenland Government shall not be obliged to approve a transfer of the Licence or any part of it or any interest in it. Indirect transfer of the Licence also comprises transfer of the ownership or direct or indirect control of the User as a company or another legal entity.

18.02 If a transfer from the User to a third party of one (1) or more rights and obligations under the Licence is approved by the Greenland Government, the User may only transfer its rights and obligations under the Licence subject to the same terms and conditions as stated in the Licence and with respect of the Greenland Government's right to direct claims against the third party.

18.03 The Greenland Government may set terms to the effect that the User shall not in any manner transfer, deliver or provide access to Genetic Resources, Samples or Products or transfer, assign or grant rights (including Intellectual Property) in or relating to Genetic Resources, Samples or Products to a third party, unless the third party prior thereto has entered into a Third Party Benefit Sharing Agreement, as defined in section 1.01(ee), with the Greenland Government. If the User intends to make any such transaction or do any such thing, the User shall provide to the Greenland Government the name and other identification information of the third party as well as any other information required by the Greenland Government. Such terms may be set in an appendix or an addendum to the Licence.

18.04 The Licence shall not be made the subject of any legal proceedings between the User and any third party, including any creditor or contracting party of the User.

19 Revocation, lapse and return of the Licence

19.01 The Licence may be revoked by the Greenland Government in the following instances:

- (a) If the User or the User's contracting party etc. fails to comply with the Genetic Resources Act, the Licence, any Benefit Sharing Agreement, provisions laid down pursuant to the Genetic Resources Act or pursuant to the Licence or any Benefit Sharing Agreement, or an approval under the Licence or any Benefit Sharing Agreement, or if the User fails to meet specified time limits.
- (b) If the User fraudulently misrepresents or omits facts or information to the Greenland Government.

- (c) If a condition for granting and/or upholding the Licence is no longer met and/or complied with, including the conditions under the Genetic Resources Act and the conditions set out in section 9.06.
- (d) If the User suspends its payments, requests the opening of negotiations for a compulsory composition, is declared bankrupt, enters into liquidation or is in a similar situation.
- (e) If the User does not fulfil or comply with an order issued by the Greenland Government under the Licence.

19.02 The Licence shall not be revoked pursuant to section 19.01(a) if the User remedies the breach, non-performance or non-compliance within a reasonable time limit set by the Greenland Government. If the breach, non-performance or non-compliance has not been remedied within the time limit set by the Greenland Government, the Licence may be revoked without further notice, unless otherwise stated in section 19.03.

19.03 The Licence shall not be revoked pursuant to section 19.01(a) and/or section 19.02 if the breach, non-performance, or non-compliance is due to circumstances (hindrances) which (1) make it impossible to prevent, avoid and overcome the breach or non-compliance, (2) are beyond the User's control and (3) could not have been foreseen, prevented, avoided and/or overcome by the User (force majeure). However, such circumstances (hindrances) shall not comprise the User's illiquidity, insolvency or similar lack of means of payment or options available for payment. When such circumstances (hindrances) occur, the User shall promptly give written notice thereof to the Greenland Government, stating the nature, extent and expected duration of the circumstances (hindrances). If such circumstances (hindrances) terminate at a later time or may be prevented or overcome at a later time, and the User does not bring to an end the breach, non-performance or non-compliance within a reasonable period of time thereafter, the Licence may be revoked pursuant to section 19.01(a) and/or section 19.02.

19.04 If the User has not fulfilled one (1) of the conditions set out in section 9.06(a), 9.06(b), 9.06(c), 9.06(d), 9.06(e) or 9.06(f) at the end of the time limit for such condition, the Licence lapses without further notice. No later than 90 days prior to the end of the time limit for fulfilment of a condition set out in section 9.06(a), 9.06(b), 9.06(c), 9.06(d), 9.06(e) or 9.06(f), the User may request that the Greenland Government grants the User an extension of the time limit for up to 90 days. The Greenland Government determines at its sole discretion whether such an extension of the time limit shall be granted or not granted and, if an extension is granted, on which terms an extension shall be granted. If the User has not fulfilled the condition set out in section 9.06(a), 9.06(b), 9.06(c), 9.06(d), 9.06(e) or 9.06(f) and any other terms for such an extension of the time limit at the end of such an extended time limit for fulfilment of the condition, the Licence lapses without further notice.

19.05 If the User intends to return the Licence to the Greenland Government, the User shall notify the Greenland Government thereof in writing. The return of the Licence shall be subject to the approval in writing of the Greenland Government and any terms and conditions set for such approval and shall have no legal or other effect before any such approval.

19.06 If the Licence is revoked by the Greenland Government, returned by the User or lapses, the Greenland Government may order the immediate discontinuation of all activities under and in relation to the Licence. See also section 20.

20 Rights and obligations on and after revocation, lapse or return of the Licence

20.01 On and after revocation, lapse or return of the Licence, the User shall not exercise any rights granted to the User under the Licence or any Benefit Sharing Agreement, including any rights in relation to collection or utilization of Genetic Resources, and the User shall not collect or utilize any Genetic Resources.

20.02 The revocation, lapse or return of the Licence shall not release the User from fulfilling obligations imposed by legislation, the Licence, any Benefit Sharing Agreement or any other applicable agreement, provisions, terms, conditions and orders.

20.03 Within one (1) year after the revocation, lapse or return of the Licence, the Greenland Government may free of charge take over all Genetic Resources and data etc. collected, obtained, acquired or made by the User or on its behalf in relation to activities and matters comprised by the Licence and any Benefit Sharing Agreement. After this period of time, the User may at any time discard such Genetic Resources and data etc.

20.04 The Greenland Government's right to take over Genetic Resources and data etc. pursuant to section 20.03 may be postponed if an agreement is made between the User and the Greenland Government regarding satisfactory safekeeping of and third party access to the Genetic Resources and data etc. concerned.

20.05 The Greenland Government's right to take over Genetic Resources and data etc. under section 20.03 also includes a right to free of charge take over results, information and documentation from or relating to any utilization of Genetic Resources, including results of technical, scientific and socio-economic research, as well as information on training and surveying programmes, specialized knowledge, indigenous and traditional knowledge as such and in combination with the technologies referred to in article 16(1) of the Biological Diversity Convention. It shall also, where feasible, include repatriation of information, see article 17(2) of the Biological Diversity Convention.

20.06 Any right to damages or compensation, whether under the Licence, any Benefit Sharing Agreement or national or international law or agreement which the Greenland Government may have arising from a breach by the User of any of its obligations under the Licence or any Benefit Sharing Agreement is not in any manner limited or prejudiced by the revocation, lapse or return of the Licence.

20.07 In case of a joint ownership of the Parties of Intellectual Property arising from activities under or in relation to the Licence, the Parties shall agree on the terms and conditions for the future ownership of the Intellectual Property concerned. If the Parties cannot agree on such terms and conditions, the terms and conditions shall be determined by dispute resolution pursuant to section 26.

20.08 The Greenland Government may set further terms and conditions on the User's rights and obligations on revocation, lapse or return of the Licence. Such terms and conditions may be set in an appendix or an addendum to the Licence.

21 Interest on amounts due (owed)

21.01 If the User fails to pay any fee, royalty in accordance with section 11.03, payment to be made pursuant to section 17, or any other due amount under the Licence when the said amount is due to be paid, the User shall pay interest on the said amount for the period for which it remains unpaid. The rate of interest shall be determined in accordance with provisions of the Licence and the legislation on interest on overdue payments etc. applicable in Greenland at any time.

22 Liability and indemnification

22.01 The User shall pay compensation for any damage and loss caused by activities performed under or in relation to the Licence, regardless of whether the damage or loss may be considered accidental and whom the damage or loss affects.

22.02 The User's obligation to pay compensation pursuant to section 22.01 includes, but is not limited to, any damage and loss arising from:

- (a) Any non-performance by the User, its servants or agents of any obligation under or in relation to the Licence or any Benefit Sharing Agreement.
- (b) Any act or omission by the User, its servants or agents under or in relation to the Licence or any Benefit Sharing.

22.03 If the injured party has contributed to the damage or loss intentionally or with gross negligence, the claim for compensation may be reduced or extinguished.

22.04 The User shall indemnify the Greenland Government and the Danish Government for any claims made by third parties against the Greenland Government and/or the Danish Government as a consequence of or in relation to activities under the Licence, provided that the User was given an opportunity in due time to participate in the defence against such claims and that the matter was decided by one (1) of the following means of settlement of disputes:

- (a) A settlement previously approved by the User.
- (b) A final judgment.
- (c) An arbitral award, provided that the party making the claim was entitled to refer disputes to arbitration prior to the occurrence of the damage or loss.
- (d) An arbitral award, provided that the User has accepted the referral of the dispute to arbitration.

22.05 Each liability and indemnity obligation under the Licence is a continuing obligation and is also separate and independent from the other obligations of the User under the Licence and any Benefit Sharing and shall survive the expiry, revocation, lapse or return of the Licence.

22.06 It is not necessary for the Greenland Government to incur any damage, loss, cost or expense or make any payment before enforcing any liability or indemnity obligation under the Licence.

23 Joint and several liability

23.01 If more than one (1) party holds shares in the Licence, such parties shall be jointly and severally liable for the fulfilment of any obligation under or in relation to the Licence and any Benefit Sharing Agreement, including the obligation to pay compensation for any damage caused by activities performed under or in relation to the Licence, regardless of the size of the parties' shares in the Licence.

24 Relationship to other legislation

24.01 The Licence shall be subject to and governed by the rules of law applicable in Greenland at any time, see section 25.01. The Licence shall not restrict the general right of the Greenland Government to levy taxes or lay down general provisions concerning utilization activities or any matter in relation thereto.

25 Choice of law

25.01 The Licence shall be subject to and governed by Greenland law and Danish law as applicable in Greenland at any time. Any dispute arising out of or in relation to the Licence or activities performed under the Licence shall be decided in accordance with Greenland law and Danish law as applicable in Greenland at any time.

26 Jurisdiction and dispute resolution

26.01 In the event of any dispute arising out of or in relation to the Licence, the Parties shall first refer the dispute to mediation proceedings under the ICC Mediation Rules and seek to settle the dispute in the said mediation proceedings. If the dispute has not been settled in the said mediation proceedings pursuant to the said ICC Mediation Rules within 45 days following the filing of a request for mediation or within such other period as the parties may agree in writing, the dispute shall thereafter be subject to and settled pursuant to sections 26.03-26.11.

26.02 When a Party requests for mediation pursuant to section 26.01 and the dispute has not been settled pursuant to the said rules in section 26.01, the period of time limitation for any rights of action in relation to the said dispute shall be extended with the period of time from the day the request for mediation was made by a Party to the day the mediation process was terminated by a Party or both Parties.

26.03 Any decision to be made at the discretion or the order of the Greenland Government, the Ministry of Industry, Labour, Trade and Energy or other Greenland or Danish authorities according to applicable law,

see section 25.01, or to the Licence shall not be submitted to arbitration. Any dispute regarding such a decision shall be brought before and decided by the Greenland and Danish courts with jurisdiction in Nuuk, Greenland. The said courts shall have exclusive jurisdiction in relation to any such dispute. The Court of Greenland in Nuuk shall be the court of first instance. A decision by any such court may be appealed according to the rules thereon.

- 26.04 Any other dispute between the Greenland Government and the User arising out of or in relation to the Licence or activities under the Licence shall be decided finally and conclusively by an arbitration tribunal pursuant to sections 26.05-26.11.
- 26.05 The arbitration tribunal shall apply Greenland law to decide any procedural matter relating to the arbitration proceedings.
- 26.06 Subject to sections 25.01, 26.03-26.05 and 26.07-26.11, the arbitration shall be administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when the arbitration proceedings are commenced.
- 26.07 The arbitration tribunal shall sit in Nuuk, Greenland.
- 26.08 The arbitration tribunal shall consist of three (3) members (arbitrators). The president and the two (2) other members of the arbitration tribunal shall hold Danish law degrees and shall be Danish nationals.
- 26.09 The Greenland Government and the User shall each appoint one (1) member (arbitrator). If the Greenland Government or the User has not appointed its member within 30 days of the other party appointing its member, then the President of the Danish Supreme Court shall appoint that member. The Greenland Government and the User shall jointly appoint the president of the arbitration tribunal. If the Parties fail to reach an agreement on the appointment of the president of the arbitration tribunal within 60 days of a party proposing a person for president of the arbitration tribunal, then the President of the Danish Supreme Court shall appoint the president of the arbitration tribunal.
- 26.10 The arbitration tribunal shall make its decision by a majority of votes. The arbitration tribunal shall make an order as to the Parties' payment of costs in the arbitration.
- 26.11 The right to submit a dispute to a court of law or arbitration pursuant to the Licence shall remain in force after the expiry, revocation, lapse or return of the Licence.

27 Coming into force and duration

- 27.01 The Licence comes into force on the date the Licence is granted to the User (signed by the Greenland Government).
- 27.02 The Licence shall remain in force until the date stated in box 6 of the Licence. However, the Licence shall expire no later than the date of revocation, lapse or return of the Licence under section 19, whichever is the earlier.

- 27.03 At the request of the User, the Greenland Government may grant one (1) or more extensions of the Licence Period, see box 6 of the Licence. The Greenland Government may extend the Licence Period on the same or changed terms. The Greenland Government is not obliged to extend the Licence Period.
- 27.04 An application for extension of the Licence Period shall be sent to and received by the Greenland Government no later than 90 days prior to the date of expiry of the Licence under section 27.02.
- 27.05 The provisions of section 20 regarding rights and obligations on and after renovation, lapse or return of the Licence shall apply similarly to the expiry of the Licence pursuant to section 27.02.
- 28 Licence language and translation**
- 28.01 The Licence shall be drawn up in the English language. Any translation hereof shall have no validity.

Appendix 1 Sharing of monetary benefits and non-monetary benefits

In the annex to the Nagoya Protocol, the following examples of monetary benefits and non-monetary benefits are stated:

1. Monetary benefits may include, but are not limited to the following:
 - (a) Access fees/fee per sample collected or otherwise acquired.
 - (b) Up-front payments.
 - (c) Milestone payments.
 - (d) Payment of royalties.
 - (e) Licence fees in case of commercialization.
 - (f) Special fees to be paid to trust funds supporting conservation and sustainable use of biodiversity.
 - (g) Salaries and preferential terms where mutually agreed.
 - (h) Research funding.
 - (i) Joint ventures.
 - (j) Joint ownership of relevant intellectual property rights.

2. Non-monetary benefits may include, but are not limited to the following:
 - (a) Sharing of research and development results.
 - (b) Collaboration, cooperation and contribution in scientific research and development programmes, particularly biotechnological research activities, where possible in the party providing genetic resources.
 - (c) Participation in product development.
 - (d) Collaboration, cooperation and contribution in education and training.
 - (e) Admittance to ex situ facilities of genetic resources and to databases.
 - (f) Transfer to the provider of the genetic resources of knowledge and technology under fair and most favourable terms, including on concessional and preferential terms where agreed, in particular, knowledge and technology that make use of genetic resources, including biotechnology, or that are relevant to the conservation and sustainable utilization of biological diversity.
 - (g) Strengthening capacities for technology transfer.
 - (h) Institutional capacity-building.
 - (i) Human and material resources to strengthen the capacities for the administration and enforcement of access regulations.

- (j) Training related to Genetic Resources with the full participation of countries providing Genetic Resources, and where possible, in such countries.
- (k) Access to scientific information relevant to conservation and sustainable use of biological diversity, including biological inventories and taxonomic studies.
- (l) Contributions to the local economy.
- (m) Research directed towards priority needs, such as health and food security, taking into account domestic uses of Genetic Resources in the Party providing Genetic Resources.
- (n) Institutional and professional relationships that can arise from an access and benefit-sharing agreement and subsequent collaborative activities.
- (o) Food and livelihood security benefits.
- (p) Social recognition.
- (q) Joint ownership of relevant