Supplementary Material

Implementation of Access and Benefit Sharing in The Bahamas: A precautionary Tale

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Supplementary Material S1. Example of a Non-Commercial Mutually Agreed Terms (MAT) Contract

NON-COMMERCIAL CONTRACT FOR RESEARCH PROJECT:

For

Research Project:

Evaluating and Monitoring Nassau Grouper Fish Spawning Aggregations and Multi-species Fish Spawning Aggregations within The Bahamas

Financially supported by the Private donation of the Bahamas

Not applicable with project time lines from _____ to _____

No. BS-2021-XXXXXX

Between

The Department of Environmental Planning and Protection of the Government of the Commonwealth of The Bahamas, herein after "the Provider"

And

Craig Dahlgren acting for the Perry Institute for Marine Science, herein after "the User"

1. Parties

The agreement is signed between: The Department of Environmental Planning & Protection of the Government of the Commonwealth of The Bahamas referred to as the "Provider"

And Craig Dahlgren referred to as the "User" acting as the authorized legal representative of Perry Institute for Marine Science

The Provider and User shall hereinafter be jointly referred to as the "Parties" and singularly or in the alternative be referred to as the 'Party'

2. Preamble

With respect to the access permit BS-2021-XXXXXX issued for the research project entitled Evaluating and Monitoring Nassau Grouper Fish Spawning Aggregations and Multi-species Fish Spawning Aggregations within The Bahamas the parties agree on the following terms and conditions.

3. Conditions for collecting or sampling material

3.1 The User will collect samples in accordance with the terms, conditions and specifications stipulated in the access permit.

3.2 The User is authorized to collect and export samples in quantities specified and approved in the access permit when issued.

4. Scope of the agreement

4.1 The User undertakes to use the collected samples only for purposes specified in the access permit.
4.2 For the purpose of the present agreement, the Provider agrees that the User can collect and use samples and results and information obtained thereof strictly for non- commercial activities and applications.

4.3 Insofar as samples or material or information/data or knowledge are explored or used for any other purpose than specified in the access permit, the User is liable to pay the Government of The Bahamas a fixed sum of 7,000,000 USD and any other damages and penalties that may apply.

4.4 In case the User has sampled biological material different from the one described in the access permit, or different from any permission which has been granted; or in larger amounts than agreed, or in any other divergent manner according to the permit or contract, the User shall be liable for damages in the form of compensation to Government of The Bahamas or any other entity in The Bahamas which has suffered a loss from any such act.

5. Transfer to third parties

5.1 The User is allowed to publish research results only for scientific and academic purposes. The User shall however inform the provider before taking any steps towards the publication of any research result arising or obtained through this project.

5.2 The User shall not transfer accessed samples, their derivatives or any component or genetic information and data derived or associated with them to any third party and for whatever purpose without first obtaining explicit written consent from the Provider.

5.3 The User shall, if consent is obtained from the Provider and prior to the submission of any genetic sequences data and information, create a BioProject of the relevant type with full project details at NCBI/EBI/DDBJ. To this end, the User is required to include, in the BioProject details under the section entitled Grant, a manual entry and provide the following details: "The Government of The Bahamas Permit Number BS-2021-XXXXXX".

5.4 All submission of genetic sequence data and information shall be accompanied by completed Biosamples templates linked with the BioProject referred to in 5.3.

5.5 The user is required to provide complete, accurate and verifiable information and details for each Biosample. The user shall add, under Biosample Attributes, the following Custom Attribute:

1. Name of Attribute: Permit Number
2. Value of Attribute: BS-2021-XXXXXX

5.6 The Government of The Bahamas must be listed as the biomaterial provider in any Biosample submission.

5.7 Any breach of the above terms and conditions will be considered as a material breach of the present contract.

6. Effect of the agreement

The agreement shall not affect the sovereign rights of The Bahamas over its natural resources and the Provider shall always retain the authority to grant access to the resource to other potential users.

7. Benefit sharing

[Note: Exact terms and conditions in relation to monetary and non monetary benefits are subject to further discussions between the Government of The Bahamas and the applicant prior to the conclusion of the present contract. Benefits may be tailored and agreed upon on a case by case basis.]

The **User** and **Provider** agree on the following benefit sharing terms and conditions:

Type of Benefit	Quantity	Value($ USD)	Total
Research travel	1	3,000.00	3,000.00
Boat charter	1	17,000.00	17,000.00
Total	**2**	**20,000.00**	**20,000.00**

8. Ownership and confidentiality

8.1 Parties agree that at all times during the subsistence of this contract to uphold strict confidentiality and not use, except for the benefit of the parties, or to disclose any confidential information to any person, firm, corporation or other entity without written authorization of the respective parties.

8.2 Parties shall not make copies of any confidential information which is created or obtained by parties to the contract, their servants and/or agents or assignees.

8.3 Parties shall hold in confidence technical data, trade secrets or know-how including but not limited to business plans and strategies, research, product plans

8.4 The User shall inform the provider of any unforeseen research results that are of potential commercial interest prior to the disclosure of this information to the public

9. Property rights

9.1 Property rights to samples are retained by the Bahamas, including but not limited to retaining complete property rights, limited rights or use rights and/or usufruct or right to benefit from any results obtained by the project

9.2 The Government of The Bahamas has an unconditional right, without any charge, to experimental, commercial or developmental use of any result, product or process enabled by the samples under this Contract.

9.3 The User shall inform and obtain consent from the provider before taking any step towards securing an intellectual property right over any composition of matter, product, method or process developed or enabled by the use of the sample.

9.4 Failure to inform and obtain consent from the Provider shall constitute a material breach of this agreement.

10. Language of communication

Any communication between the parties (including reports, minutes, records, instructions, notices, advice, correspondence or any other communication required under this agreement) shall be made in English.

11. Termination

11.1 The agreement may terminate upon mutual agreement of both Parties.

11.2 The termination of this agreement shall not affect the rights and obligations that were due to either party prior to the effective date of termination.

11.3 Benefit sharing obligations shall continue to be in effect even after termination and this up until any research results arising from the utilization of the sample is still used.

11.4 Any Payment due as part of the benefit sharing obligations of this agreement shall remain in effect after termination.

12. Dispute settlement

12.1 In the event of any dispute between the Parties in connection with interpretation or application of this agreement, both parties shall seek solution by negotiation.

12.2 If the Parties fail to resolve a dispute through negotiation, either Parties or both may require that the dispute is referred for resolution through the courts in accordance with the applicable laws of the Commonwealth of The Bahamas.

13. Monitoring and follow-up

13.1 The Provider shall have the right to ascertain the sustainability of the resource/biological resource at any time.

13.2 Where appropriate, the Provider shall have the right to suspend or terminate the agreement where the permit holder violates or fails to comply with this contract and any relevant laws and regulations of the country.

13.3 The User shall submit to the Provider annual report on the collection, status and sustainable use of samples and any other material collected including where such are collected repeatedly, and the environmental and socio-economic impact of the access.

13.4 Meetings between the two parties will be held as required to exchange information.

14. Entry into force

The agreement shall enter into force on the date of signature by the contracting Parties.

Signed on behalf of Provider	Signed on behalf of the User
Name----------	Name----------
Signature ----------	Signature ----------
Date ----------	Date ----------

Supplementary Table S1. Estimated number of researchers utilizing research facilities based in Andros, San Salvador, Eleuthera and Abaco in The Bahamas three years before (2017-2019) and three years post (2021-2024) changes to the permitting structure. Due to COVID-19 travel restrictions, no research was conducted in 2020.

Research Facility	**Year Established**	**No. Researchers Pre 2021**	**No. Researchers Post 2021**	**Percentage Change**
Forfar Field Station, Andros	1970	123	2	98.4%
Gerace Research Centre, San Salvador	1971	24	5	79.1%
Cape Eleuthera Institute, Eleuthera	2006	76	13	82.9%
Frank Kenyon Centre at Friends of the Environment, Abaco	2015	103	30	70.9%