



OFFICE OF OCEAN AFFAIRS



PAPUA NEW GUINEA REVISED MARINE SCIENTIFIC RESEARCH GUIDELINES 2024



Marine Scientific Research Committee
Office of Ocean Affairs
Department Of Justice & Attorney General
Waigani, National Capital District
Papua New Guinea



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FOREWORD BY MINISTER FOR JUSTICE & ATTORNEY GENERAL AND MINISTER FOR FOREIGN AFFAIRS



Papua New Guinea is gifted with a vast area of ocean space in which abundant marine biodiversity is sheltered and nurtured. This vast marine environment contains some of the most diverse ocean ecosystems which have not been fully researched and documented in detail. There is enormous potential for discovery in the ocean realm and with the use of Marine Scientific Research



technology in PNG waters, there is great potential for the research and discovery of new species, genes and adaptations that will further our understanding of ocean ecosystems and their functions and also support biotechnological innovation.

This implies that material sourced from the marine environment is more likely to yield previously unknown biologically active chemicals that are of particular interest in the search for new pharmaceuticals and a higher probability of commercial success in which PNG as the source and provider of the marine genetic resources can benefit. Through appropriate MSR, PNG can be assured of the preservation, sustainable and economic use of its ocean resources.

As technological advances are made, the greater the need for protection of the ocean and its resources. This is essential to science for several reasons, but perhaps most importantly in understanding the impact of human behaviour on the marine environment. The United Nations Convention on the Law of the Sea (UNCLOS) 1982 established a global regime for facilitating such research in waters over which States have sovereignty. This benefits PNG by allowing MSR organizations into our marine jurisdiction and by regulating research in our waters.

On behalf of the Marape Government, we extend our gratitude and appreciation to the PNG Marine Scientific Research Committee (MSRC) and the National Oceans Committee (NOC) for their efforts in revising these guidelines. This revision will greatly assist our governmental and national efforts to sustainably utilize and manage our marine biodiversity.

Hon. Pila Niningi, LLB, MP
Minister for Justice & Attorney General

Hon. Justin Tkachenko, CBE, BEM, OL, MP
Minister for Foreign Affairs

PREFACE



The United Nations Convention on the Law of the Sea (UNCLOS) Part XIII (Articles 238-265) provides that every State has the right to conduct marine scientific research, but that right is subject to the rights and duties of the Coastal State in whose jurisdiction the research is being conducted. While the Coastal States have the right to regulate, authorise and conduct MSR in their territorial sea, exclusive economic zone and on their continental shelf, UNCLOS provides that in normal circumstances, a Coastal State shall grant its consent to MSR being carried out per the Convention. However, those conducting MSR must, per the UNCLOS, comply with the regulations and guidelines adopted by the Coastal State, including those for the preservation and protection of the marine environment.

Papua New Guinea ratified the UNCLOS in January 1997 and has since been obligated to establish a Marine Scientific Research consent regime for its Territorial Waters and its Exclusive Economic Zone under NEC Decision 124/96. Consequently, the *Maritime Zones Act* 2015 established the PNG Marine Scientific Research Committee (MSRC) for this purpose and is accorded its legal mandate as the committee to assess and approve or refuse applications to conduct MSR in PNG waters. The MSRC comprises of the following departments and agencies:

1. Department of Justice & Attorney General
2. Department of Foreign Affairs & International Trade
3. Conservation & Environment Protection Authority
4. National Fisheries Authority
5. National Maritime & Safety Authority
6. University of Papua New Guinea
7. Department of Mineral Policy & Geohazards Management
8. National Research Institute
9. Mineral Resources Authority
10. PNG National Weather Services
11. PNG Customs
12. Department of Prime Minister and National Executive Council
13. National Mapping Bureau
14. Department of Provincial & Local Government Affairs
15. PNG Maritime Surveillance, Department of Defence
16. PNG Science & Technology Council
17. Climate Change & Development Authority
18. Investment Promotion Authority

Any MSR organization whether private or public that seeks to conduct marine scientific research within PNG's marine jurisdiction according to these guidelines will be subject to the applicable domestic laws of PNG, as well as the principles of international law, particularly those found under UNCLOS.

These revised MSR Guidelines 2024 have been developed with the participation of the relevant stakeholders and key partners. The Guidelines adopt international best practices and the unique values and aspirations of the people and government of Papua New Guinea.

On behalf of the Papua New Guinea MSRC, I want to thank the technical team that worked tirelessly on these revised guidelines for our people.

God Bless Papua New Guinea.



.....
DR ERIC KWA, PhD

Secretary & Chair of PNG MSR Committee

EXECUTIVE SUMMARY

The advancement of marine science and technology relies on close collaboration and interaction of States on a global scale. Therefore, the exchange of information and experiences among States, particularly between the developed States and the developing States, holds considerable importance. As a nation still in the growth phase, Papua New Guinea requires advancement in marine research, R&D and oceanic technologies.

As the approved authority in PNG that is responsible for approving or refusing MSR proposals, the MSRC has prepared the following revised Guidelines for competent MSR organizations and researchers. These guidelines are designed to streamline the application process and ensure that all research conducted within PNG's marine jurisdiction adheres to both domestic laws and international standards.

The Guidelines emphasize the importance of transparency and efficiency in the approval process. They outline the necessary steps for applying, including the required documentation and the evaluation criteria used by the MSRC. By consolidating the various requirements from different official agencies and institutions into a single, coherent framework, the Guidelines aim to reduce administrative burdens and foster a more conducive environment for marine scientific research in PNG.

Moreover, the Guidelines highlight the need for collaboration and mutual respect between MSR organizations, PNG research affiliates and the Local Communities. They underscore the significance of obtaining the Free Prior Informed Consent (FPIC) of indigenous peoples and other stakeholders who may be affected by the research activities. This approach not only aligns with international best practices but also respects the unique cultural and environmental values of Papua New Guinea.

In addition, the Guidelines provide detailed information on the legal and logistical aspects of conducting MSR in PNG waters. This includes guidelines on data sharing and publication, environmental protection measures, and the use of advanced marine technologies. By addressing these critical areas, the MSR Committee aims to promote sustainable and responsible research practices that contribute to the long-term development of PNG's marine resources.

Finally, the Revised Guidelines provide a simplified procedure and process that will assist MSR organizations, applying to carry out research PNG waters for academic and scientific purposes. The MSRC recognises the importance and the significant contribution of MSR in PNG's future development, therefore, this document is to guide and assist research organisations and individuals when preparing applications to conduct MSR in PNG waters.

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ACRONYMS

Acronym	Full Form
CBD	Convention on Biological Diversity
CEPA	Conservation and Environment Protection Authority
DFA	Department of Foreign Affairs
DJAG	Department of Justice and Attorney General
DMPGM	Department of Mineral Policy and Geohazards Management
DOD	Department of Defence
DOM	Department of Mining
DOT	Department of Transport
DPLLGA	Department of Provincial and Local Level Government Affairs
EEZ	Exclusive Economic Zone
FPIC	Free Prior Informed Consent
ICA	Immigration and Citizenship Authority
IOC	Intergovernmental Oceanographic Commission
IPR	Intellectual Property Rights
KITE	Knowledge Innovation Technology & Entrepreneurship
MAT	Mutually Agreed Terms
MGR	Marine Genetic Resources
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MRA	Mineral Resources Authority
MSR	Marine Scientific Research
MSRC	Marine Scientific Research Committee
MTA	Material Transfer Agreement
MZA	Maritime Zones Act 2015
NEC	National Executive Council
NFA	National Fisheries Authority
NMB	National Mapping Bureau
NMSA	National Maritime Safety Authority
NOP	National Ocean Policy
NSCC	National Surveillance Coordination Centre
OOA	Office of Ocean Affairs
PGLLGA	Provincial Governments and Local-Level Governments Affairs
PNG	Papua New Guinea
PNGNRI	Papua New Guinea National Research Institute
PNGNWS	Papua New Guinea National Weather Services
PNG STC	Papua New Guinea Science and Technology Council
R&D	Research & Development
RV	Research Vessel
UNCLOS	United Nations Convention of the Law of the Sea
UPNG	University of Papua New Guinea

PART 1 INTRODUCTION

1.1 Introductory Statement

Various government agencies and institutions in PNG apply different approval processes and procedures for Marine Scientific Research (MSR), based on the legislation they oversee. These Revised MSR Guidelines 2024 effectively consolidate these diverse requirements into a unified framework.

These Guidelines have been developed in consultation with the Departments and Agencies that form the Marine Scientific Research Committee (MSRC). It incorporates the processes, procedures, and conditions established by the Committee to ensure that research applications submitted by competent research organizations and individuals meet all requirements and are processed efficiently.

It is also the intention of the Government of Papua New Guinea that MSR advances contribute to marine science and technology by efficiently managing, storing, handling, and publishing research data. This should be done by the MSR organizations and affiliated institutions in Papua New Guinea through joint research efforts.

These revised MSR guidelines also aim to promote sustainable and responsible marine research in PNG waters by ensuring ecological protection, fostering collaboration, sharing data, adhering to international law, and maintaining ethical standards. By adhering to these revised guidelines, researchers cannot harm the marine ecosystem but contribute to the understanding of marine ecosystems and support the sustainable management of marine resources.

1.2 The United Nations Convention on the Law of the Sea

The UNCLOS establishes the comprehensive legal framework governing all ocean and sea activities, including Marine Scientific Research. According to UNCLOS, MSR activities undertaken in a coastal state's maritime zones require the consent of that coastal state. This consent must be obtained through the appropriate official channels and in adherence to the established procedures and regulations and national laws.

1.3 Maritime Zones Act 2015

The *Maritime Zones Act 2015* establishes the framework for ocean governance in Papua New Guinea. This legislation ensures that PNG's national baselines and maritime zones are aligned and corrected with the technical specifications set forth by UNCLOS. The MZA also provides maritime jurisdictional limits for enforcement of PNG's responsibilities against the rights of other Coastal States. It further provides administrative and legal guidelines to regulate the conduct of MSR in PNG waters through an appropriate consent regime.

1.4 Marine Scientific Research Committee

The Marine Scientific Research Committee is established under section 47 of the *Maritime Zones Act 2015* and consists of representatives from key departments and agencies.

Schedule 6 of the MZA lists the departments and agencies that comprise the MSR Committee.

1.5 Purpose of the Marine Scientific Research Committee

Section 47 subsection 5 of the MZA states that the purpose of the MSRC is to.

- (a) Consider and discuss applications for MSR approval in the waters of Papua New Guinea and on or under the Continental Shelf; and
- (b) To make written recommendations to the department responsible for foreign affairs matters regarding approval or rejection or deferral of MSR proposals; and
- (c) Encourage MSR that will benefit Papua New Guinea and contribute to international knowledge in marine matters; and
- (d) Advise the Minister on the making of regulations and procedures with respect to MSR.

1.6 Avoid two or more Research Vessels in the same MSR Area

The MSRC reserves the right to prevent multiple research vessels from operating in the same area simultaneously. In the event of a conflict over operational areas, the MSRC will assign dates of operations. Additionally, the MSRC may impose restrictions as conditions for program approval. Additionally, the MSRC reserves the right to place restrictions on any proposed programs as conditions for approval by any MSR Organization.

1.7 Review of the PNG Revised MSR Guidelines 2024

The MSRC may, from time to time and according to PNG's best interest, review and amend these guidelines as and when necessary. The MSRC is obliged to make known on a timely basis any such amendments. The MSRC will give six (6) months' notices of the amendment before it comes into effect.

PART 2 PAPUA NEW GUINEA'S MARITIME BOUNDARIES

PNG is an archipelagic state comprising seven major islands and around 600 smaller ones. The nation boasts a coastline stretching 20,000 km, with a land area of 460,000 km² and a Sea Area (EEZ) of 2.4 million km², which means the sea area is five times larger than the land area. With a population of 11.7 million, more than 60% reside within 100 km of the coast.

MSR conducted in the Internal Waters and in the three (3) nautical miles (NM) Coastal Waters of PNG must consider issues relating to ownership of marine resources under the Customary Marine Tenure Systems including respect to Traditional Knowledge systems.

2.1 Internal Waters

The internal waters are the waters landward of the low water line and closing lines declared under section 7 of the *Maritime Zones Act* 2015. Free Prior Informed Consent (FPIC) of the coastal communities must be obtained if MSR is to take place in this maritime zone. The FPIC will be facilitated by the PNG Affiliate and the MSR Organization through the Department of Provincial and Local Level Government Affairs (DPLLGA) and relevant divisions within the maritime provincial governments and the coastal communities.

2.2 Coastal Waters

Coastal waters are provided for under Part V of the *Maritime Zones Act 2015*. These waters extend up to three (3) nautical miles from the coastline and are crucial for the livelihoods of coastal communities, who depend on them for fishing and other marine activities. The FPIC for these maritime zones will be facilitated by the PNG affiliate in collaboration with relevant Provincial Governments. This process ensures that any MSR respects the rights, customs and traditions of local communities and aligns with sustainable practices.

The involvement of coastal communities in decision-making processes is essential for the successful management of coastal waters. Their traditional knowledge and practices can provide valuable insights into sustainable resource use and conservation strategies. By integrating local expertise with scientific research, PNG can enhance the protection and utilization of its marine resources, ensuring long-term benefits for both people and the marine environment.

2.3 Territorial Waters

These are waters lying in the outer limit of the baseline and may extend no more than 12 nautical miles seaward of the baseline. Within this maritime zone, the State exercises full sovereignty, which includes the right to regulate passage, resource exploitation, environmental protection, and marine scientific research. The territorial waters play a crucial role in the nation's security and economic activities, including fishing, maritime trade, and energy resource management.

Despite this sovereignty, the State must allow the right of innocent passage to foreign vessels. Ships of all nations are permitted to navigate through these waters as long as they do not threaten the peace, good order, or security of the coastal state.

2.4 Archipelagic Waters

The archipelagic waters are all waters on the landward side of the archipelagic baselines. These waters include bays, estuaries, rivers, and lagoons. The legal designation of these waters is crucial as they do not form part of the internal waters but are still under the sovereignty of the state. The state exercises full control over these waters, much like it does over its internal waters, ensuring the sustainable management of marine resources and adherence to environmental regulations.

Navigation within these waters is subject to the state's domestic laws, and while the right of innocent passage is granted to foreign vessels, it is regulated to prevent any harm to the coastal communities and the marine environment. The archipelagic waters are rich in biodiversity and hold significant potential for activities such as fishing, tourism, and possibly even energy production from marine resources.

2.5 Exclusive Economic Zone (EEZ)

The Exclusive Economic Zone is the area beyond and adjacent to the territorial sea up to 200 nautical miles from the baseline. PNG has sovereign rights to explore and exploit, conserve and manage all-natural resources of the waters super adjacent to the seabed and of the seabed and its subsoil together with other activities such as the production of energy from water, currents and wind.

2.6 The Continental Shelf

The Continental Shelf of PNG comprises the seabed and subsoil of the submarine areas that extend beyond its territorial sea throughout the natural prolongation of its land territory. This zone is of paramount importance due to its potential for resource exploitation. PNG has exclusive rights to explore and exploit the natural resources found within this area, including mineral and hydrocarbon deposits.

Collaborative research with international research organizations is encouraged, ensuring advancements that benefit PNG. The continental shelf also strengthens PNG's maritime sovereignty under international law, especially the UNCLOS. This helps PNG protect its marine environment and resources from unauthorized use.

2.7 Extended Continental Shelf

An Area declared under section 30(2) of the *Maritime Zones Act* 2015 as an area where the continental margin extends beyond 200 miles from the baseline.

2.8 Innocent Passage

The concept of innocent passage is regulated under international law, particularly the UNCLOS. This ensures that while PNG can protect its maritime interests, it also adheres to global maritime norms and facilitates international navigation and commerce. Innocent passage, however, does not extend to air traffic; aircraft must obtain permission from the State for overflight. The right of innocent passage also excludes certain activities that might be prejudicial to the peace and security of the coastal state, such as fishing, military exercises, or intelligence gathering.

PART 3 PROCESS AND PROCEDURE FOR MSR APPLICATIONS

The following outlines the process and the procedures of MSR applications in PNG waters.

3.1 Formal cooperation arrangements with Affiliated PNG Institutions

Before initiating the MSR application process, all competent MSR Organisations are required to enter into a formal collaborative arrangement through (MOUs) or (MOAs) with their affiliated PNG institution(s).

- (a) The MoUs or MoAs are part of the application process.
- (b) The collaboration must be established at the planning stages in advance of the research projects.

- (c) This requires a timely flow of information, and in the case of work potentially involving the use of marine materials, an MoU with PNG Science and Technology Council's National Research Development Programmes must be in place before the Research Vessel leaves its home port.

3.2 Compliance Review

The Peer Review for the merits of MSR Proposals must be conducted before applying.

- (a) The MSRC recognises that research proposals have been reviewed for their scientific merit according to the peer review system in the country of origin.
- (b) The MSRC can provide access to experts in PNG during the development of the proposal and encourages foreign researchers to contact their counterpart affiliates in PNG to assist in the development of their MSR proposal.
- (c) The Peer review must be accorded to the research proposal to establish;
 - i. Commitment to respect and honour the sovereignty of PNG in the conduct of research credibility of foreign researchers and institutions.
 - ii. Engagement of PNG collaborator/facilitator.
 - iii. There must be a clear understanding of the scientific problem, justifiable purpose and feasible timeframe.
 - iv. The proposal must be well written with clear goals that will impact science broadly and to PNG.
 - v. There must be a clear plan of action to ensure PNG benefits from both the conduct of MSR and the dissemination and the use of scientific data and results.
- (d) A copy of the Peer Review must be provided to the MSRC by the Research Organization or the National Affiliate Institution(s).

3.3 Marine Scientific Research Application Process

It is an international obligation for an MSR Organisation to submit its proposal through the diplomatic channels with the appropriate forms, as per the UN revised guidelines.

- (a) The Ministry of Foreign Affairs of the host country in which the MSR organisation is located will submit the MSR proposal to the nearest PNG diplomatic mission to be conveyed to the Department of Foreign Affairs Head Quarters in Port Moresby who will then forward the application to the PNG MSRC Chair; and
- (b) The MSR organisation should send to the MSRC Secretariat a copy of the proposal and accompanying documents at the same time as the original is conveyed through the appropriate diplomatic channels; and
- (c) All proposals must be received by the Chairperson of the MSRC six (6) months in advance of the expected starting date of the research activity; and
- (d) Before leaving the home port, the MSR organisation (with or without the use of a research vessel) plans to leave, must submit the proposal application as stated in 3.1.

The minimum of six (6) months period is to enable adequate correspondence including in-country consultations to understand the research before approval is given. This includes in particular the Provincial and Local-Level Governments to participate by providing their prior consents if and when there is an MSR proposal within the maritime jurisdiction of the provincial governments and in the internal waters where customary marine tenure is practised; and

- (e) Within four (4) months the MSRC must decide on the research application, this decision will be communicated to DFA to be conveyed to the MSR organisation via the diplomatic channels; and
- (f) The MSRC may give its opinion of the proposal to the Research Applicant directly, however, the formal approval will be officially communicated to the applicant through the diplomatic process. The MSRC will accept no responsibility for the late arrival of applications.

PART 4 MARINE SCIENTIFIC RESEARCH APPLICATION FORMAT

The Research Proposal Format for MSR in PNG waters will be as follows:

1. Executive Summary of the Research (500 words maximum).
2. Scientific Justification; Anticipated Results (Includes Publications).
3. Methods.
 - 3.1 For sampling (include equipment to be used).
 - 3.2 For analysis (include generic equipment to be used).
 - 3.3 For physical data-retrieval, data-storage and data-sharing with PNG.
 - 3.4 Transport and Storage of Samples and availability of samples to PNG workers.
 - 3.5 Survey Programme plus Equipment.
 - 3.6 State the Environmental Impact of the Research Proposal.
4. Participating Agencies.
 - 4.1 Collaborating Research Organisations.
 - 4.2 Scientists and Students aboard and all their affiliations including those with private enterprise (with detailed biodata).
 - 4.3 Plan for collaboration with any marine mining or exploration licence holders occupying tenements being examined by the MSR Organisation.
5. Timetable for Publication of Report and List of Recipients of Reports.
6. List of Prior Publications of the Research Organisation relevant to the planned Programme.
7. Reference List for Scientific justification and anticipated results as stated in clause 2 above.
8. Cruise Track, Sample and Measurement Location (Charts & GPS Coordinates to be included).
9. Details of Vessel, Equipment, Crew and Technical Support Staff.
10. Include signed appendices (MTA) (MAT) (Form C)

PART 5 – PERMITS

5.1 Permits for Research Collection

On receipt of the copy of the research application;

- (a) The MSRC will notify the regulator and advise the MSR organisation within two weeks of receiving the proposed application of the necessary permits required for the removal of marine materials.
- (b) It is recognised that a fully detailed list of such samples may not be possible until its collection, however, a list of anticipated samples, if possible, as outlined in **Appendix F**.
- (c) The MSRC may also facilitate and coordinate the permit application process in consultation with the regulator(s).

5.2 Advice on Permits and Licenses

Within one month of receiving the research application, the MSRC shall communicate to the applicant and the PNG affiliate the necessary permits and licences required and the processes to obtain the permits and licenses.

5.3 Permits for Filming - Videos

For any MSR activities that will involve filming, the film permits must be obtained from the PNG Film Institute. Filming procedure is required to comply with specific agreements and necessary forms must be completed to meet the PNG Film institute requirements. Copies of any videotaped material shall be supplied with the reports as part of the report and in a format compatible with that used in PNG. Any reformatting shall be at the expense of the MSR Organisation.

5.4 Permits for Aerial Surveys – The Use of Drones

Any MSR applicant intending to use drones during their expedition must secure permits from the Civil Aviation Safety Authority (CASA), which regulates all drone approvals, permits and licences in PNG.

5.5 Exploration License in the Ocean Domain

The Regulator in the country oversees the issuance of exploration licenses for exploration of minerals in PNG. However, for the purposes scientific research within PNG waters, exploration is considered scientific research and approval must be obtained from the MSRC. While permits for prior-issued exploration activities are regulated, the MSRC must be notified of the intended activities and their respective programs. The collection of materials or data should be confined to what has been approved by the relevant regulatory affiliate. Any additional activities or findings must be reported to the MSRC for further approval.

PART 6 CONDITIONS IN THE PROPOSED RESEARCH APPLICATION

The following outlines the conditions required for the MSR application process.

6.1 Disclosure of Information

All competent MSR organizations or any researchers planning to conduct MSR in PNG waters must fill in a standard **Form A** which is attached as **Appendix E** to the Revised Guidelines including disclosure of;

- (a) all work to be carried out on the marine resources/samples collected; and
- (b) the objectives of the work; and
- (c) any plans or potential requirements to patent or claim exclusive use of any materials, discoveries, or by-products.

Copies of relevant formal arrangements under MOUs or MOAs with the PNG affiliation(s) in respect of such activities shall be included as part of the application.

6.2 Marine Scientific Research Application Fee

All competent MSR organizations are required to pay a standard application fee of USD 10,000. The application fee must be submitted along with the initial proposal documents. Upon receipt of the fee and accompanying documents, the Secretariat will proceed with the preliminary screening process. This process ensures that all applications meet the necessary requirements under the revised guidelines before they are forwarded to the MSRC for evaluation.

6.3 Free Prior Informed Consent

FPIC is a key component in the process towards access to marine genetic resources in PNG waters. The Convention on Biological Diversity (CBD) adopts a prior informed consent regime as a key component of the contractual process of having access to genetic resources. The requirement for FPIC applies to all MSR organisations and researchers wishing to access Marine Materials in PNGs maritime jurisdiction. FPIC shall be obtained from the marine resource owners.

Access to natural marine ecosystems and their marine resources shall be subject to the application of the principles on access arrangements under appropriate FPIC regimes; and the sharing of benefits that are derived from innovations and novel inventions that require intellectual property rights (IPRs).

6.4 Access Agreement

Where the Owners of the marine resources is satisfied with an application for FPIC referred to in 6.3, they may sign an Access Agreement with the applicant after FPIC is given.

The access agreement must be attached with the MSR application and shall be a joint responsibility of the PNG affiliate and the MSR Organization to do a recon in the planning stages to obtain consent for the access agreement. It should be noted here that the granting of an FPIC and the executing of an access agreement do not entitle the research applicant to access the marine resources.

6.5 Categories of Foreign Researchers in MSR

The general categories of foreign researchers are;

- (a) Individual or Group Researchers conducting MSR which does not involve the use of a research vessel entering PNG's maritime zones; and
- (b) Foreign Research Vessels involving the use and engagement of a Research Vessel entering PNGs maritime zones; and
- (c) Commercial Research Vessels that are used by private entities to conduct MSR. These vessels must comply with PNG regulations and the revised MSR Guidelines. Collaboration with local scientists is necessary, with costs for their travel and accommodation covered by the research budgets.
- (d) Military Research Vessels used to conduct classified MSR involving both military personnel and civilian scientists. These vessels may be equipped with advanced technology for testing naval technologies. Their missions must require coordination with relevant regulatory bodies in PNG and must adhere to the revised MSR Guidelines. Data gathered must support both military applications and scientific advancements.
- (e) PNG flagged research vessels owned and operated in PNG waters.

6.6 Awareness of Papua New Guinea Laws

The MSR Organizations must ensure awareness of and compliance with the National Laws and Regulations of PNG.

6.7 Standing Conditions for Work in PNG Waters

- (a) The MSR Organisations shall make available a minimum of two berths on each cruise for members of the affiliated PNG institutions who will be expected to work as collaborating scientists under the direction of the expedition director.
- (b) Where the research vessel is small, an exception may be made by the MSRC, and one PNG scientist may be deemed sufficient in such a case. It is incumbent on the MSR Organisation to advise the affiliated institution of the time and points of embarkation and disembarkation at least six weeks before sailing.
- (c) As PNG government institutions are being compelled to adopt cost-recovery accountability procedures, MSR expeditions will be expected to pay for the travel and accommodation of PNG government shipboard scientists and inspectors where requested, to points of embarkation or the port of their vessel's arrival for inspection purposes. Research budgets should be arranged to cater for such costs, which may range from USD 1400 to USD 3000 per person for internal travel in PNG, or greater if the scientists and inspectors should join the vessel in a foreign port.

6.8 Sustainable Marine Scientific Research

The MSR Organization and the affiliated PNG institution must consider the marine environmental impact of research activities, including the access and collection of samples. An environmental assessment under the *Environment Act 2000* and relevant legislation(s) may be required.

6.9 Applications with Commercial Interests

Any applications for commercial research or experimental research with commercial interest, where prior permits have been issued by an affiliate agency or regulator will not be considered for MSR.

However, with prior issued permits, the activity is already regulated, but it is imperative that MSRC is notified of the activity and the activity program. The materials collected or data acquired be restricted to that approved by the affiliate regulator, anything else be reported to MSRC for approval.

Affiliations with commercial operators, other than for logistics, is strictly not permissible during the period of MSR in PNG's marine jurisdiction. Any access or transfer of research data to third parties during the research, including commercial partners must be approved by the MSRC and the appropriate PNG authorities.

6.11 Proxies and Papua New Guinea Legislation

MSR Organisations are informed that should they be directors, staff, affiliates, consultants to or otherwise be seen as a proxy for any commercial interest (e.g., mining companies, biotechnology companies) their activities must be examined under the appropriate PNG legislation covering such industries or commercial operations before they are permitted to take part in the expedition.

Within mining jurisdiction, consultants, affiliates or proxies to mineral exploration/mining organisations execute the approved programs on behalf of the permitted organisation, hence the organisation is answerable for their affiliates' actions. Their activity be restricted to the permitted/approved program, anything else, as commented above, must be reported to MSRC.

6.12 Proxies and Commercial Organizations

MSR expeditions are informed that should their staff be affiliated to a commercial organisation as an unpaid adviser or through industry-sponsored or industry-supervised research or should they be perceived as a proxy for or commercial interests, this may be seen as a conflict of interest by the MSRC as:

- (a) it could be construed that the commercial operator or the sponsor/supervisor/proxy is carrying out unlicensed prospecting; and
- (b) the research vessel might be operating in areas covered by a commercial licence granted to another party. In such cases, having an adviser or a perceived proxy for a

competing commercial organisation onboard could lead to legal action by the licence or tenement holder; and

- (c) the adviser to or perceived proxy of the commercial organisation may find his or her name used in some undesired, inappropriate or illegal capacity by the commercial organisation for publicity purposes either during or after the termination of the period for which the researcher was affiliated to the MSR Organisation.

For 6.12 (b), for any licensed area, be it commercial or exploratory, the rights to any geologic resource within rests with the permit/license/lease holder. Anyone conducting relevant activity without prior consent of the permit holder is illegal and may result in legal action. And for 6.12(c) the rights to publicity of earth resource within a licensed area rests with the license holder.

6.13 Affiliate Scientists to work under the Supervision of the MSR Organization

The staff provided by the affiliated PNG institute(s) for work during the expedition shall work under the direction of the MSR Organisation's cruise director and are expected to contribute to the shipboard program as part of the MSR team.

- (a) It is incumbent on the MSR Organisation to ensure that the PNG participants share in publication arising out of the work.
- (b) The MSR Organisation must report any failings of affiliated PNG staff in the research expedition to the MSRC. The PNG participant has the right to respond in writing to the MSR Organisation, the MSRC and to his/her Institute.

6.14 Collaboration among MSR Organizations

The MSRC values protecting discoverers' rights and promotes collaboration among MSR Organisations and therefore recommends collaboration rather than competition among Research Organisations. Preference will be given to those demonstrating open collaboration and information exchange.

The MSRC also upholds the principles of Access and the Fair and Equitable sharing of benefits and generation of new knowledge in marine sciences. The Committee encourages MSR Organisations to conduct seminars and conferences on their marine science work whilst in PNG or at some other date.

6.15 Full Disclosure of Persons Onboard Research Vessels

- a) Names of scientists, students, and their affiliations including those with private enterprises must be disclosed as soon as the final party is confirmed, and no later than 30 days before the vessel departs from port.
- b) This requirement also applies to PNG owned research vessels hired by foreign researchers or PNG research vessels hired by PNG scientists and nationals.

6.16 Full Disclosure of Equipment by Research Vessels

Research Vessels applying for research in PNG Waters must fully detail the specifications and capabilities of the equipment installed onboard, specifically for performing multibeam echo sounding and seismic reflection surveys of the seafloor. The disclosure should include technical specifications, operational capabilities, and the intended use of each piece of equipment. The objective is to ensure transparency by the research organization.

6.17 Provision of Bathymetric and Seismic Reflection Data

All Research Vessels equipped with Multibeam Echo Sounder Systems must provide the bathymetric data of the ocean floor collected during the research to be attached with the final report. This information must also include Data collected through Seismic Reflection of the area of the ocean floor where the research took place.

6.18 Mutually Agreed Terms

Mutually agreed terms are the specific conditions that all parties have accepted in a binding agreement. These terms define the relationship and ensure that everyone understands their rights, responsibilities, and expectations. The MAT outlines the conditions for access and use of marine genetic resources, ensuring benefits are shared equally between PNG as the provider and the recipient or researcher.

6.19 Material Transfer Agreement

The MTA is a written contract that governs the transfer of the tangible marine materials/samples collected in PNG waters. This agreement which is attached sets out the terms under which marine materials collected will be;

- (a) transferred from one party to another; and
- (b) what will be done with the marine material supplied; and
- (c) the terms and conditions under which the material will be used; and
- (d) any modifications to the material; and
- (e) benefit-sharing arrangements; intellectual property rights; and other legal requirements and regulatory guidelines or policies.

All MSR field collections or materials shall be guided by the Bonn Guidelines (2002) under the auspices of the Convention on Biological Diversity (CBD-1992). Relevant mutually agreed terms (MATs) should be negotiated by the joint PNG national affiliate(s) with the MSR organisation to establish the terms of the MTAs.

PART 7 ACCESS AND BENEFIT SHARING

7.1 Access to Marine Resources and Benefit-Sharing Arrangements

Access to marine resources and the fair and equal sharing of benefits that arise from the use of biodiversity and its inherent components shall be guided by the Bonn Guidelines (2002) under the auspices of the Convention on Biological Diversity (CBD-1992) (UNCLOS-UN Fish stocks). And or related international conventions, treaties and agreements.

7.2 Sharing of Benefits from the use of Marine Resources

Research findings through R&D which lead to biodiscovery or discoveries and has potential development must be reported to the MSRC through the Oceans Office Secretariat whether they be non-commercial or commercial. A commercial agreement with the PNG affiliate (s) and the PNG Government must stipulate the ownership and nature of the biodiscovery.

7.3 Principles of the Convention on Biological Diversity (CBD-1992)

Sharing of benefits from the use of marine genetic resources must honour the principles of the Convention on Biological Diversity (CBD-1992) and its international legal instruments:

- (a) the 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 (ABS Protocol: Nagoya-2010);
- (b) Cartagena Protocol on Biosafety to the Convention on Biological Diversity (Biosafety Protocol: Montreal-2000); and
- (c) the Nagoya-Kuala Lumpur Supplementary Protocol on Liability and Redress to the Cartagena Protocol on Biosafety (Nagoya-2010).

Discoveries or technologies generated from the research with the commercial application must be reported to the MSRC. This requires a commercial research MoA with the PNG Affiliate and the PNG Government as the source and owner of material stipulating ownership and patent of discoveries and technologies and benefit-sharing to collaborating parties.

7.4 Intellectual Property and Patent Rights

Should the MSR Organization intend to commercialize their claimed invention of a new product or pharmaceutical and of which is based on or derived from the marine genetic resources of Papua New Guinea, any pursuance of patent right by the MSR organization must disclose in their patent application that PNG is the country of origin of the marine genetic resources. Any gains therefrom shall be shared between the MSR Organisation and the affiliated PNG institute on a basis to be determined through negotiations by both parties. The MSR committee will take note of any such arrangements in approving future MSR.

If the MSR Organisation or the PNG Affiliate decides to patent any material, discovery or product for any purpose, they must negotiate and agree on the distribution of the patent rights and any benefits arising from them between the MSR Organisation and the PNG affiliate institution. The MSRC must also record any such arrangements and consider them when approving future MSR.

All collaborating parties are required to seek advice from PNG STC on matters relating to Intellectual Property (IP) in Research & Development (R&D), and Investment Promotion Authority (IPA) on the overarching National Policy on Intellectual Property Rights. The R&D technologies include biotechnology and modern biotechnology. The IPRs include security of tenure under a patent(s) and a sui generis regime relating to biodiscoveries derived from traditional knowledge and providing details of benefits and beneficiaries.

PART 8 REPORTING

8.1 Reports by MSR Organizations

After completion of the MSR expedition, MSR Organisations must provide full reports in English to the Office of Ocean Affairs. The Office of Ocean Affairs Secretariat will arrange their distribution to the organizations listed below and other interested partners.

Table 1: List of Organizations to receive MSR Reports

ORGANIZATION	NUMBER OF COPIES
Office of Ocean Affairs Secretariat	2 copies
The National Library and Archives	2 copies
The University of PNG Michael Somare Library	2 copies
The PNG Science & Technology Council	2 copies
The PNG National Museum& Art Gallery	2 copies
The Affiliated PNG Institution	2 copies
The Department of Foreign Affairs	2 copies

8.2 Report Requirements

- (a) All reports provided must include colour photographs. Any black and white photocopies of colour photographs are deemed inadequate.
- (b) All mapping and survey data, including geophysical data, bathymetry and seismic data of the ocean floor must be supplied on appropriate digital storage devices to PNG STC and the affiliated PNG institution in a digital format compatible with that used by the affiliated institution. It is the responsibility of the MSR Organisation to contact its PNG affiliate(s) as to the format of the digital data. Any reformatting of the data shall be at the expense of the MSR Organization.
- (c) All data referred to in 8.2 (b) must be analysed and interpreted by the MSR Organization or the researcher before providing copies to the organizations listed in Table 8.1.
- (d) All reports provided must be accompanied by a field summary by the researcher.

8.3 Final Reports

Within a year of returning to its home country, the MSR Organization must submit copies of the Final Report of the research to the MSRC via the Secretariat. Failure to do so may result in the rejection of future MSR proposals in PNG waters.

8.4 Copies of Publications to the PNG Affiliations

All cruise scientists must provide the affiliated PNG institution with electronic copies of their publications and internal reports from the expedition. English translations are required if the original report is in another language. Non-compliance may result in refusal of future MSR expedition permissions in PNG waters.

PART 9 TRANSFER OF MARINE TECHNOLOGY

The PNG Science and Technology Council is hereby designated as the appropriate National Institution authorized to facilitate the transfer of marine technology to:

“Provide interested users in the Member States with direct and rapid access to relevant sources of information, practical experience and scientific and technical expertise in the transfer of marine technology, as well as to facilitate effective scientific, technical and financial co-operation.”

The transfer of marine technology will be conducted in accordance with the International Oceanographic Commission (IOC) Guidelines, but it is not limited to these recommendations. The Office of Ocean Affairs Secretariat will collaborate closely with the PNG STC to coordinate these efforts.

Specific initiatives may include deploying Argo floats and Spray Gliders and using satellite technology. These technologies will provide direct and rapid access to relevant information, practical experiences, and scientific and technical expertise, thereby facilitating effective cooperation.

PART 10 STORAGE OF COLLECTED MARINE MATERIALS

10.1 Storage Facilities for Marine Materials in PNG

- (a) A National Marine Repository shall be established to store copies of the marine materials collected in PNG waters. The MSR Organisation is responsible for the safe handling and proper transport of marine samples to the storage facility of the affiliated institution in PNG.
- (b) Should the affiliated PNG institutions not have proper Marine Materials storage facilities, the MSR Organisation may retain the collected marine samples under a Materials Transfer Agreement (MTA) as a long-term loan from PNG provided that PNG has full access to the materials as and when required by PNG at the expense of the MSR Organization. All marine materials and samples shall remain the property of PNG.

10.2 Detailed List of all Marine Materials Collected

For all marine materials collected, a detailed standard **Form C (Appendix F)** must be completed, listing all Marine Materials/Samples collected. In the case of mineralised rock samples, their composition, the approximate percentage of constituents, amounts of and type of metals, gemstones and hydrocarbons must be declared and must be forwarded to PNG STC and copies to the affiliated PNG institution at the first opportunity after their removal from the seabed.

In the case of biological samples, a full list of biotas taken, including species names where known, must be forwarded to PNGSTC and the affiliated PNG institution at the first

opportunity after their removal from the seabed. All MSR Vessels are expected to have shipboard satellite internet-based telecommunication services which include email and other means of communication at the expense of the MSR Organisation for efficient communications.

PART 11 INFORMATION MANAGEMENT

11.1 Information Storage & Management

All information regarding access to Marine Materials in the waters of PNG, the existing MTAs, records of FPICs, signed MoUs & MoAs and any copies of permits issued to the MSR Organization will be kept jointly by the PNG STC and Office of Ocean Affairs Secretariat.

11.2 Access to Information

All documents published under these Revised MSR Guidelines 2024 are public documents and may be accessed by any person or organization on payment of a prescribed fee.

11.3 Confidential Information

An application for confidential treatment of information shall be submitted together with an application for access to Marine Materials and shall state the reason for making such confidentiality.

11.4 Monitoring System

PNG STC shall keep track of all Marine Materials accessed and collected in PNG waters and will also monitor the effectiveness of these Revised Guidelines 2024.

PART 12 NON-COMPLIANCE

12.1 Failure to comply with these Guidelines shall result in;

- (a) The refusal or rejection of permission for the planned or future marine scientific research; and
- (b) The arrest of the research vessel at sea; and
- (c) The confiscation of collected marine samples at the expense of the MSR Organisation; and
- (d) The arrest of the non-compliant individual staff of the MSR Organization; and
- (e) The refusal of permission for the non-compliant individual staff of the MSR Organisation to take part in future MSR expeditions in PNG waters.

12.2 Failure to comply with requests for further Information

The MSRC maintains the right to exclude temporarily or permanently from research inside PNG marine jurisdiction any person or MSR Organisation whom it may deem to have failed to comply with requests for further information.

12.3 PNG MSR Committee Right to Exclude

The MSRC reserves the right to exclude from research in PNG marine jurisdiction any person or MSR Organisation whom it believes may have a conflict of interest with a PNG legislation at the time of application or during the expedition. In any dispute, the precautionary principle will be applied until the matter is resolved to the satisfaction of the MSRC.

PART 13 FOCAL CONTACT POINT IN PAPUA NEW GUINEA

For any inquiries and information regarding MSR within the maritime jurisdiction of PNG, the contact details for the National Focal Points are provided below.

DEPARTMENT OF JUSTICE & ATTORNEY GENERAL	DEPARTMENT OF FOREIGN AFFAIRS & INTERNATIONAL TRADE
<p>The Chairman Marine Scientific Research Committee Office of Ocean Affairs Secretariat Department of Justice and Attorney General PO Box 591, WAIGANI National Capital District Papua New Guinea Telephone: + (675) 301 2976 Email:</p>	<p>The Secretary Department of Foreign Affairs PO Box 422, WAIGANI National Capital District Papua New Guinea Telephone: + (675) 301 4122 Email:</p>
PAPUA NEW GUINEA SCIENCE AND TECHNOLOGY COUNCIL	DEPARTMENT OF PRIME MINISTER & NATIONAL EXECUTIVE COUNCIL
<p>The Chief Executive Officer PNG Office of Research, Science & Technology Council P O Box 1330 National Capital District Papua New Guinea Telephone: + (675) Email:</p>	<p>Chief Secretary to Government Department of Prime Minister & NEC P O Box 639 Waigani National Capital District Telephone: 3019000 Email: chiefsecoffice@pmnec.gov.pg</p>
CLIMATE CHANGE & DEVELOPMENT AUTHORITY	PNG CUSTOMS
<p>The Managing Director Climate Change & Development Authority P O Box 4017 Boroko National Capital District</p>	<p>Chief Commissioner PNG Customs PO Box 923 Port Moresby Phone: 312 7500</p>
NATIONAL MARITIME SAFETY AUTHORITY	COMMANDER PNG DEFENCE FORCE
<p>General Manager/CEO National Maritime Safety Authority P O Box 668 Port Moresby National Capital District</p>	<p>C/C Director Maritime Operations Headquarter PNG Defence Murray Barracks PMB Boroko</p>

Telephone: 305 4600 Email: infor@nmsa.gov.pg	National Capital District
THE NATIONAL RESEARCH INSTITUTE Director PNG National Research Institute P O Box 5854 Boroko National Capital District Telephone: 326 0061	DEPARTMENT OF DEFENCE Secretary Department of Defence Private Mail Bag Headquarters Murray Barracks Boroko National Capital District

APPENDICES

Appendix A: PNG Government Departments, Agencies & Institutions responsible for Marine Scientific Research Formalities and Activities

Appendix B: Steps & Procedures for the conduct of MSR in PNG waters

Appendix C (1): Flow Chart for Marine Scientific Research Approval Process

Appendix C (2): Approval Process for PNG Flagged Vessel and Crew

Appendix D: Papua New Guinea Institutional Affiliates

Appendix E: Standard Form A – Application for Consent to conduct MSR (*UN Revised Guidelines*)

Appendix F: Standard Form C – Preliminary Cruise Report (*UN Revised Guidelines*)

Appendix G: Mutually Agreed Terms (MAT)

Appendix H: Material Transfer Agreement (MTA)

Appendix I: Internal Process for the MSR Committee Secretariat to Execute

APPENDIX A

PNG Government Departments, Agencies and Institutions and other Organizations responsible for MSR Formalities and Activities.

GOVERNMENT DEPARTMENTS, INSTITUTIONS & NGOs	RESPONSIBILITIES IN MARINE SCIENTIFIC RESEARCH FORMALITIES & ACTIVITIES
Department of Justice & Attorney General (DJAG)	NEC Decision No. 124/96 mandates political responsibility to DJAG to create the Office of Oceans Affairs and develop the National Ocean Policy (NOP) 2020-2023 to implement the MZA 2015.
Office of Ocean Affairs (OOA)	Provide legal policy, scientific and technical advice on matters relating to the seas and Maritime Boundaries of PNG with reference to legislations, UNCLOS, and related International Conventions and applicable technology and Marine Scientific Research.
Department of Foreign Affairs (DFA)	DFA through its various branches which have responsibilities in ocean governance will assist the Office of Ocean Affairs in ensuring reporting obligations to International and Regional Organizations are undertaken and guide ministerial reporting as required by the MZA 2015.
National Maritime Safety Authority (NMSA)	NMSA through its hydrographic services collaborates with the Office of Ocean Affairs in information sharing including possible joint work between the two organizations.
Department of National Planning & Monitoring (DNPM)	Responsible for budget allocation reviews and sets national targets against relevant MTDP Goals. NOP monitoring and evaluation (M&E) and formulate results framework and M&E framework for NOP. Support government departments to report against the NOP results framework as per department reporting against MTDPs and the SDGs.
Conservation & Environment Protection Authority (CEPA)	CEPA will work closely with the Office of Ocean Affairs through its Marine Division in all aspects of Environmental Protection and Conservation obligations that apply in the Marine Environment.
Department of Provincial & Local Level Government Affairs (DPLLGA)	DPLLGA will collaborate with the Office of Ocean Affairs on matters concerning internal waters delimitation and the interests of Provincial and Local-Level Governments in Ocean Governance. DPLLGA is responsible for the dissemination of policy to provinces and reports on the performance of Provinces and LLGs. Links top-down strategies with bottom-up needs.
Department of Transport (DOT)	Works in partnership with NMSA regarding international agreements on Maritime Safety matters and registration of vessels. Manages the PNG National Weather Services in the country as an important science and research area in areas of aviation and oceans.
PNG Science & Technology Council (PNGSTC)	Alignment of domestic and international research, innovation and development activities to PNG's national priorities as identified in the National Research Agenda (NRA). Coordination of PNGSTC in collaboration with DNPM and DFA; this is inclusive of initiatives of capacity building and technology across all fields of science and technology, including MSR and TMT. Approval of domestic and international research across all fields of science and technology including MSR.
Developments Partners	Provide technical and funding support for the implementation activities of the NOP. Provide Capacity-building support and Training.
Non-Government Organizations (NGOs)	Implementers of rural and peri-urban WaSH and conservation programs. Advocacy and support for participation in the UN Decade Oceans Science for Sustainable Development.

APPENDIX B

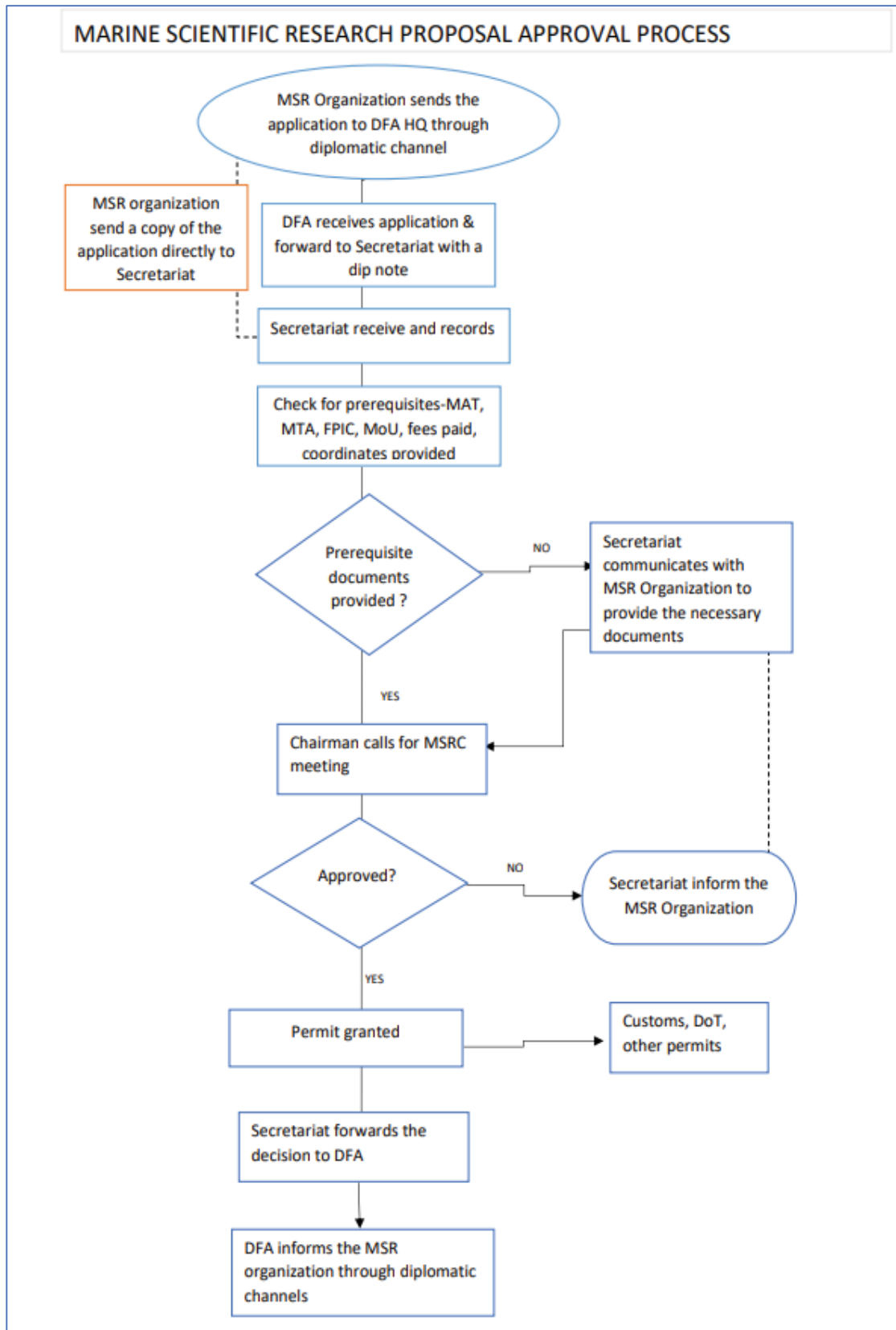
Steps & Procedures for the conduct of MSR in PNG waters

The following summary provides the Guidelines and Procedures for the conduct of MSR in PNG Waters. It must be noted that approval for all MSR in PNG's maritime zones including the Exclusive Economic Zone (EEZ) is the prerogative of the Marine Scientific Research Committee (MSRC). The general steps involved in the process are outlined below.

STEPS	PROCESS
1.	MSR Organization communicates with PNG affiliate (s) on a proposed Marine Scientific Research in PNG waters.
2.	PNG affiliate institutions and the MSR Organizations agree and sign MoUs. When required, PNG affiliate does reconnaissance assessments on the MSR project sites.
3.	The Research Proposal goes through Peer Review for merit.
4.	MSR Organization sends an application to DFA Head Quarters in Port Moresby through the diplomatic channel. At the same time, the MSR organization sends a copy of the application to the MSR Committee Secretariat.
5.	DFA receives the MSR application and attaches a cover note from the Secretary and forwards the application to the MSR Committee Chairman who forwards the application to the MSRC Secretariat.
6.	The MSRC Secretariat sends the application to relevant agencies for preliminary screening pertaining to their specific requirements and under the technical lead of PNG STC.
7.	After preliminary screening, the application is returned to the MSRC Secretariat. The Secretariat organizes a MSRC meeting to evaluate the application.
8.	The MSRC deliberates on the application and forwards its decision to DFA.
9.	DFA sends the decision to the MSR Organization through the diplomatic channel.
10.	DFA awaits notification from the MSR Organization through the diplomatic channel to begin facilitation of appropriate research visas with PNG Immigration & Citizenship Authority (PNGICA). Payments made for research visas by the MSR Organisation.
11.	Execution of the Material Transfer Agreement (MTA) when marine samples are collected for research purposes.

APPENDIX C (1)

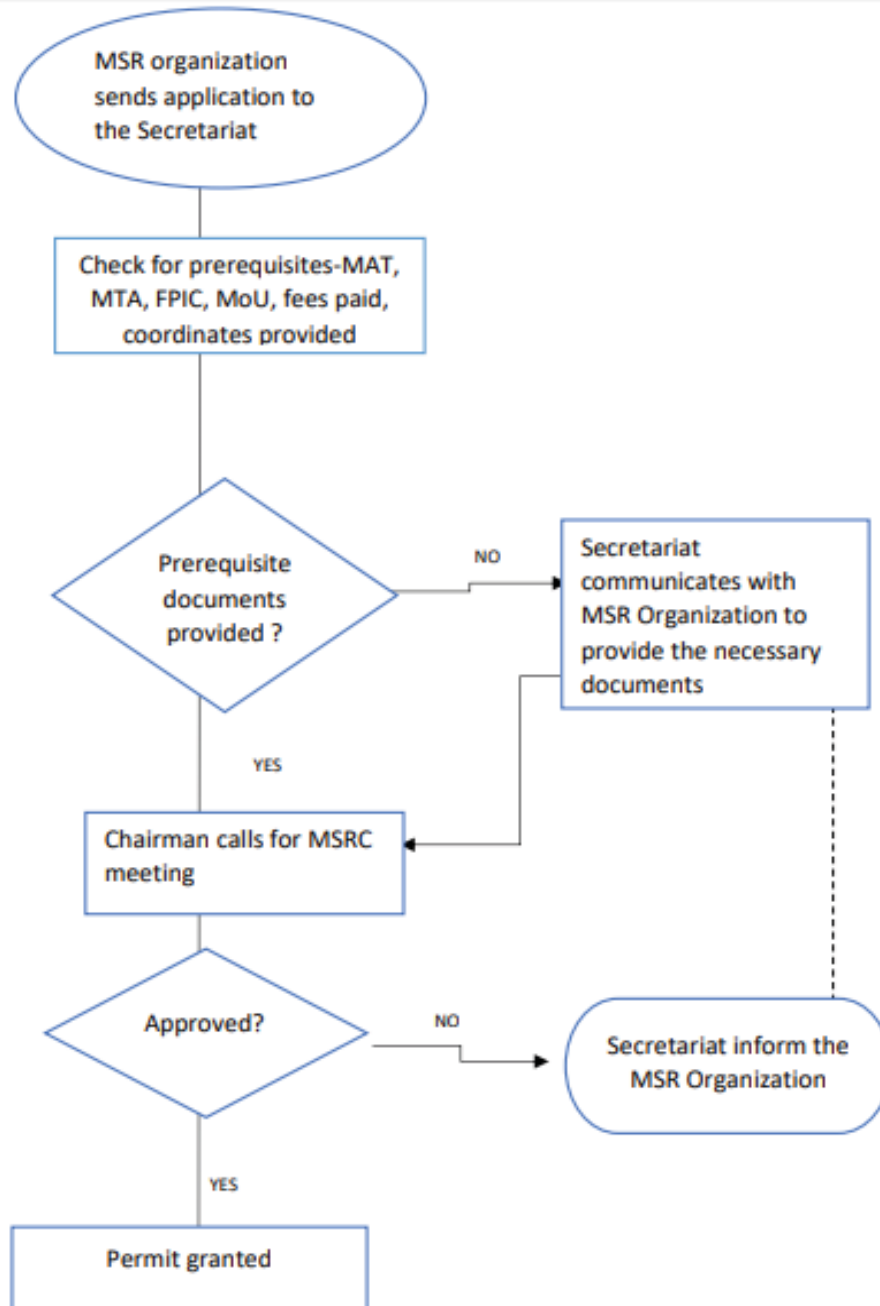
Flow Chart for Marine Scientific Research Approval Process



APPENDIX C (2)

Marine Scientific Research Approval Process for PNG Flagged Vessel and Crew

MARINE SCIENTIFIC RESEARCH PROPOSAL APPROVAL PROCESS FOR PNG FLAGGED VESSEL and CREW



APPENDIX D

Papua New Guinea Institutional Affiliates

MARINE RESEARCH DISCIPLINE	AGENCY/INSTITUTION ADDRESS	E-CONTACT
Maritime Zones Delimitation & Baselines <ul style="list-style-type: none"> Outer Limits, Baselines & Permanency 	The Secretary Department of Foreign Affairs P O Box 422, Waigani National Capital District Papua New Guinea	Email: dfathq02@gmail.com Ph: (+675) 301 4100 Web: www.dfat.gov.pg
Ocean Resources <ul style="list-style-type: none"> Transportation, Trade & Military use 	The Secretary Department of Transport P O Box 1489, Port Moresby National Capital District Papua New Guinea	Email: administrator@transport.gov.pg Email: info2@transport.gov.pg PH: (+675) 325 7500 Fax: (+675) 323 3339 Web: www.transport.gov.pg
Ocean Resources <ul style="list-style-type: none"> Offshore Oil & Gas Energy 	The Secretary Department of Petroleum & Energy P O Box 1993, Port Moresby National Capital District Papua New Guinea	Email: enquires@petroleum.gov.pg PH: (+675) 323 9307 / 321 1936 / 325 3233 Fax: (+675) 323 9307 / 322 4222 Web: www.petroleum.gov.pg
Ocean Resources <ul style="list-style-type: none"> Minerals 	The Secretary Department of Mining Policy & Geohazard Management Private Mail Bag, Konedobu Port Moresby National Capital District Papua New Guinea	Email: pmgo@mineral.gov.pg PH: (+675) 321 4500 / 321 4138 Fax: (+675) 321 4995 Web: www.mra.gov.pg
Ocean Resources <ul style="list-style-type: none"> Recreation, Aesthetics & Endangered Species 	The Managing Director Tourism Promotion Authority P O Box 1291, Port Moresby National Capital District Papua New Guinea	Email: info@papuanewguinea.travel PH: (+675) 320 0211 Fax: (+675) 320 0223 Web: www.papuanewguinea.travel
Ocean Resources <ul style="list-style-type: none"> Fisheries & Marine Resources Aquaculture - Mariculture 	The Managing Director PNG National Fisheries Authority P O Box 2016, Port Moresby National Capital District Papua New Guinea	Email: nfa@fisheries.gov.pg PH: (+675) 309 0444 / 309 0461 Fax: (+675) 320 2061 Web: www.fisheries.gov.pg
Plate Tectonics & Volcanoes <ul style="list-style-type: none"> Evolution of the Sea Floor 	The Secretary Office of Geological Surveys Mineral Resources Authority Private Mail Bag, Konedobu National Capital District Papua New Guinea	Email: info@mra.gov.pg PH: (+675) 321 3511 Fax: (+675) 321 5711 Web: www.mra.gov.pg
Ocean-Atmosphere Interactions	The Director National Weather Services P O Box 1240 National Capital District Papua New Guinea	Email: PH: (+675) 311 2385 Fax: (+675) 325 5544 / 325 7255 Web: www.pngmet.gov.pg
i. Biogeochemical ii. Coastal Estuaries & Wetlands iii. Marine Ecology iv. Ocean Ecosystems v. Impact of Humans on Oceans, Toxicity, Waste Disposal and Ocean Pollution Issues, Climate Change, Acidification & Deoxygenation and Risk Assessment & Management	The Executive Dean School of Natural & Physical Sciences University of Papua New Guinea P O Box 320 University 134 National Capital District Papua New Guinea	Email: info@upng.ac.pg Email: ckaluwin@upng.ac.pg PH: (+675) 326 7200 / 326 7319 326 7099 Fax: (+675) 326 7187 Web: www.upng.ac.pg
Intellectual Property Rights	The Director Intellectual Property Office of PNG Investment Promotion Authority P O Box 5053, Boroko 111 National Capital District Papua New Guinea	Email: registrar.ipopng@ipa.gov.pg PH: (+675) 308 4432 Fax: (+675) 321 5155 Web: www.ipopng.gov.pg

MARINE RESEARCH DISCIPLINE	AGENCY/INSTITUTION ADDRESS	E-CONTACT
Agriculture & Livestock	The Director National Agriculture Research Institute P O Box 1639 Lae 411 Morobe Province Papua New Guinea	Email: narimrcubia@nari.org.pg PH: (+675) 478 4000 Fax: (+675) 475 1034 Web: www.nari.org.pg
	The University of Technology Head of Department Department of Agriculture Private Mail Bag, Lae 411 Morobe Province Papua New Guinea	Email: ngyamo.antonio@pnguot.ac.pg PH: (+675) 473 4451 Fax: (+675) 473 4477 Web: www.Unitech.ac.pg
R&D, Technology Development, Innovation & Transfer	The Chief Executive Officer PNG Office of Research, Science & Technology PNG Science & Technology Council P O Box National Capital District Papua New Guinea	Email: PH: (+675) 323 5454 / 7107 6586 Web: https://www.govserv.org/PNG/Port-Moresby/713270022052855/PNG-Science-%26-Technology-Secretariat
Maritime Safety, Navigation & Research Vessel Training	The Managing Director National Maritime Safety Authority P O Box 668, Port Moresby National Capital District Papua New Guinea	Email: info@nmsa.gov.pg PH: (+675) 305 4600 Fax: (+675) 321 0873 Web: www.nmsa.gov.pg
Archaeology & Material Culture	The Director National Museum & Art Gallery P O Box 5560, Boroko National Capital District Papua New Guinea	Email: nationalmuseum@museumpng.gov.pg PH: (+675) 325 2405 Web: www.museumpng.gov.pg
Forestry	The Director Forrest Research Institute PNG Forrest Authority P O Box 314, Lae Morobe Province Papua New Guinea	Email: PH: (+675) 472 4188 Fax: (+675) 472 4357 Web: https://png-data.sprep.org/www.forestry.gov.pg
i. History & Linguistics i. Musicology & Related	The Director Institute of Papua New Guinea Studies P O Box 1432 Boroko 111, Port Moresby National Capital District Papua New Guinea	Email: ipng@global.net.pg PH: (+675) 325 4644 Fax: (+675) 325 0531
Documentary Films & Related	The Director National Film Institute P O Box 795 Goroka 441 Eastern Highlands Province Papua New Guinea	Email: nfi@global.net.pg PH: (+675) 532 2897 Web: www.nationalfilminstitute.org.pg
Oceans Affairs	The Secretary Department of Justice & Attorney General P O Box 591, Waigani Port Moresby National Capital District Papua New Guinea	Email: InfoManagement@justice.gov.pg PH: (+675) 301 2836 Web: www.justice.gov.pg
Appropriate Technology	Appropriate Tech & Community Development Institute University of Technology Private Mail Bag Lae 411 Morobe Province Papua New Guinea	Email: steven.busin@pnguot.ac.pg Email: tabitha.wosse@pnguot.ac.pg PH: (+675) 473 4298 / 473 4291 / 473 4283 Web: www.unitech.ac.pg
	AT Projects Inc P O Box 660 Goroka 441 Eastern Highlands Province Papua New Guinea	Email: info@atprojects-png.org PH: (+675) 7096 7768 Web: www.atprojects-png.org

APPENDIX E

Standard Form A Application for consent to conduct Marine Scientific Research (UN Revised Guidelines 2010)

Date: _____

1. General Information

1.1 Cruise name and/or number:	
1.2 Sponsoring institution(s):	
Name:	
Address:	
Name of Director:	
1.3 Scientist in charge of the project:	
Name:	
Country:	
Affiliation:	
Address:	
Telephone:	
Fax:	
Email:	
Website (for CV and photo):	
1.4 Entity(ies)/Participant(s) from coastal State involved in the planning of the project:	
Name:	
Affiliation:	
Address:	
Telephone:	
Fax:	
Email:	
Website (for CV and photo):	

2. Description of Project

2.1 Nature and objectives of the project:

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2.2 If designated as part of a larger scale project, then provide the name of the project and the organization responsible for coordinating the project:

--

2.3 Relevant previous or future research projects:

--

--

2.4 Previous publications relating to the project:

--

3. Geographical Areas

3.1 Indicate geographical areas in which the project is to be conducted (with reference in latitude and longitude, including coordinates of cruise track/way points)

--

3.2 Attach chart(s) at an appropriate scale (1 page, high-resolution) showing the geographical areas of the intended work and, as far as practicable, the location and depth of sampling stations, the tracks of survey lines, and the locations of installations and equipment.

--

4. Methods and means to be used

4.1 Particulars of vessel:

Name:	
Type/Class:	
Nationality (Flag State):	
Identification Number (IMO/Lloyds No.):	
Website for diagram & specifications:	
Owner:	
Operator:	
Overall length (meters):	
Maximum draught (meters):	
Displacement/Gross tonnage:	
Propulsion:	

Cruising & maximum speed:	
Call sign:	
INMARSAT number and method and capability of communication (including emergency frequencies):	
Name of master:	
Number of crew:	
Number of scientists on board:	
Relevant documents required by international conventions and regulations:	
Other relevant information:	

4.2 Particulars of aircraft:	
Name:	
Make/model:	
Nationality (Flag state):	
Website for diagram & specifications:	

Owner:	
Operator:	
Overall length (meters):	
Propulsion:	
Cruising & Maximum speed:	
Registration No.:	
Call sign:	
Method and capability of communication (including emergency frequencies):	
Name of pilot:	
Number of crew:	
Number of scientists on board:	
Details of sensor packages:	
Other relevant information:	

4.3 Particulars of Autonomous Underwater Vehicle (AUV):

Name:	
Manufacturer and make/model:	
Nationality (Flag state):	
Website for diagram & specifications:	
Owner:	
Operator:	
Overall length (meters):	
Displacement/Gross tonnage:	
Cruising & Maximum speed:	
Range/Endurance:	
Method and capability of communication (including emergency frequencies):	
Details of sensor packages:	
Other relevant information:	
4.4 Other craft in the project, including its use:	

4.5 Particulars of methods and scientific instruments		
Types of samples and measurements:	Methods to be used:	Instruments to be used:
4.6 Indicate nature and quantity of substances to be released into the marine environment:		
4.7 Indicate whether drilling will be carried out. If yes, please specify:		
4.8 Indicate whether explosives will be used. If yes, please specify type and trade name, chemical content, depth of trade class and stowage, size, depth of detonation, frequency of detonation, and position in latitude and longitude:		

5. Installations and Equipment

Details of installations and equipment (including dates of laying, servicing, method and anticipated timeframe for recovery, as far as possible exact locations and depth, and measurements):

6. Dates

6.1 Expected dates of first entry into and final departure from the research area by the research vessel and/or other platforms:

6.2 Indicate if multiple entries are expected:

7. Port calls

7.1 Dates and names of intended ports of call:

7.2 Any special logistical requirements at ports of call:

7.3 Name/address/telephone of shipping agent (if available):

8. Participation of the representative of the coastal State

8.1 Modalities of the participation of the representative of the coastal State in the research project:

8.2 Proposed dates and ports for embarkation/disembarkation:

9. Access to data, samples and research results

9.1 Expected dates of submission to coastal State of preliminary report, which should include the expected dates of submission of the data and research results:

9.2 Anticipated dates of submission to the coastal State of the final report:

9.3 Proposed means for access by coastal State to data (including format) and samples:

9.4 Proposed means to provide coastal State with assessment of data, samples and research results:

9.5 Proposed means to provide assistance in assessment or interpretation of data, samples and research results:

9.6 Proposed means of making results internationally available:

10. Other permits submitted

10.1 Indicate other types of coastal state permits anticipated for this research (received or pending):

11. List of supporting documentation

11.1 List of attachments, such as additional forms required by the coastal State, etc.:

Signature:

Contact information of the focal point:

Name:

Country:

Affiliation: Address:

Telephone:

Email:

APPENDIX F

Standard Form C Preliminary Cruise Report *UN Revised Guidelines*

Cruise name/number:		
Authorizations:		
Coastal State	Authorization Document Number	National Participant(s)
Scientist in charge of reporting:		
Name:		
Country/Nationality:		
Affiliation:		
Address:		
Telephone:		
Email:		
Website (for CV and photo):		
Brief description of scientific objective:		
Update on anticipated dates for delivery of final results:		
Metadata:	(locations of stations, variables measured, types of samples)	
Raw Data:		
Processed Data:		
Data Analysis:		
WODC Data Registration (if applicable):	Accession number	

- *Append image or URL illustrating the route of the platform, locations where measurements were taken, and actual cruise track:*

APPENDIX G

MUTUALLY AGREED TERMS

Between:

[insert the names of the Providing Country's authority, the authorized representative and the full contact details]

("the Provider")

AND

(1) _____
[insert the name of the recipient institution and its representative and full contact details]

(2) _____
[insert the name of the head researcher and full contact details]

("the Recipient")

hereinafter referred to as "the Parties" and constitutes a contract.

PREAMBLE

The Mutually Agreed Terms ensures fair access and utilization of marine genetic resources in Papua New Guinea, aligning with the Convention on Biological Diversity and other relevant laws. It emphasizes the importance of Marine Scientific Research for biodiversity conservation.

States have the right to regulate access to their marine resources, which requires a Material Transfer Agreement (MTA). The benefits from using these resources should be shared equitably, requiring prior consent and mutually agreed terms between the Provider and Recipient.

This Mutually Agreed Terms (MTA) seeks to balance the interests of both the Provider and Recipient of marine genetic resources by proposing fair and equitable terms.

CLAUSE 1 OBJECTIVE OF THE AGREEMENT

- 1.1 This Agreement sets out the terms and conditions that shall apply to the access and utilization of marine genetic resources accessed in Papua New Guinea waters.
- 1.2 This Agreement shall become effective only upon the issuance of approval by the PNG Marine Scientific Research Committee (MSRC) of the proposed MSR project.

CLAUSE 2 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning provided below.

Access	means collecting genetic resources from the location where they are found in situ or ex-situ locations.
Accessed Genetic Resources	means the genetic resources accessed based on this agreement.
Access Permit	means a written authorization issued by the competent authority or the regulator of a Providing State that allows a person to access marine genetic resources under certain conditions.
Marine Genetic Resources	means any material of plant, animal, microbial or other origin containing functional units of heredity and having actual or potential value.
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.
Marine Materials	any material sourced from the Ocean or Sea.
Research & Development (R&D)	activities undertaken to innovate and introduce new products and services. Not performed with the expectation of immediate profit. R&D may lead to patents, copyrights and trademarks as discoveries are made and products created.
Free Prior Informed Consent	means consent is given by a State authority (competent national authority) to access genetic resources.
Provider	an entity providing access to the marine genetic resources within the providing state who is also authorized to execute MTAs on behalf of the State.
Providing State	the country supplying the marine genetic material collected from in-situ sources, including populations of both wild and domesticated species.
Recipient	an entity or a person receiving the Marine Genetic Resources or Marine Materials.
In Situ	means a condition in which a genetic resource is found in its natural habitat or ecosystem.
Material Transfer Agreement (MTA)	written contract that governs the transfer of tangible research materials. MTA defines the rights, obligations and restrictions for both the provider and recipient of the collected material.

CLAUSE 3 SCIENTIFIC COLLABORATION AND CAPACITY BUILDING

- 3.1 The Recipient shall collaborate with PNG's affiliate institutions (*listed in appendix D*) when planning an MSR expedition into PNG waters.
- 3.2 Such collaboration shall take the following forms, the details of which will be agreed on in MOUs and MOAs between the parties.
- (a) Involvement of local Researchers/Scientists in the projected R&D activities;
 - (b) Education and training for R&D;
 - (c) Provision of equipment for R&D and training in its use; and
 - (d) Research funding and other support for Local Research Institution(s) to research species collected as samples or the ecosystem from which they were collected.

CLAUSE 4 ACCESS TO MARINE GENETIC RESOURCES

- 4.1 The Provider permits the Recipient to access marine genetic resources as follows:
- (a) The types of marine materials or samples, if known;
 - (b) Quantity of the marine samples;
 - (c) The geographical location of collection including maps and coordinates of the research area or site; and
 - (d) Time for the collection;
- 4.2 The Recipient shall notify the Provider, within a reasonable time after collection of the marine materials, of the kind of marine samples the Recipient intends to utilize.

CLAUSE 5 TRANSFER AND DEPOSIT OF THE ACCESSED MARINE MATERIALS

- 5.1 The Recipient is permitted to move the accessed Marine Materials abroad to its facilities and deposit copies of the same to storage facilities of the PNG affiliates.
- 5.2 The Recipient shall deposit a copy of the accessed Marine Materials with a local affiliate institution or with a national repository if one exists in PNG.
- 5.3 If the transfer of accessed Marine Materials is agreed upon, a Material Transfer Agreement (MTA) will be signed.

CLAUSE 6 UTILIZATION OF THE ACCESSED MARINE GENETIC RESOURCES

- 6.1 The Recipient is permitted to conduct any kind of R&D on the accessed Marine Materials, also including educational activities, notwithstanding a non-commercial or commercial intent.
- 6.2 The Recipient shall without delay inform, and in good faith renegotiate this Agreement with the Provider if the intent of the agreed purpose changes from non-commercial to commercial.

CLAUSE 7 TRANSFER OF MARINE MATERIALS TO THIRD PARTIES

- 7.1 The Recipient may transfer to a third party the accessed Marine Materials or parts thereof, provided that the third party shall be bound by the pertinent provisions of this Agreement. The Recipient shall notify the Provider of such transfer.
- 7.2 The Provider permits the Recipient to transfer the accessed Marine Materials or parts thereof to collaborating researchers for joint R&D on those Marine Materials.
- 7.3 The Recipient shall be held accountable for any actions of collaborating scientists in violation of the pertinent provisions of this Agreement.

CLAUSE 8 REPORTING AND RECORD-KEEPING

- 8.1 The Recipient shall maintain records concerning the handling, storage and physical movement of the Marine Materials and be prepared to provide such records to the Provider when requested.
- 8.2 The Recipient shall furnish the Provider, or the competent authority designated by the Provider with reports detailing the progress of the utilization and any commercialization occurring. The time of furnishing the progress report shall be once annually.

CLAUSE 9 BENEFIT-SHARING FROM R&D OF MARINE MATERIALS

- 9.1 The Recipient shall furnish the Provider, or the competent authority designated by the provider, with the results of the R&D on the accessed Marine Materials and assist in their assessment or interpretation as reasonably requested.
- 9.2 The R&D results shall be furnished to the Provider two (2) months before publication. The Provider shall ensure that the knowledge remains undisclosed to third parties until the Recipient publishes the results as allowed and required under Clause 12.
- 9.3 The Recipient shall furnish the Provider, or the competent authority designated by the Provider with a copy, scan or freely accessible electronic link of any publication based on the utilization of the accessed Marine Materials.

CLAUSE 10 INDICATION OF ORIGIN AND JOINT PUBLICATION OF R&D RESULTS

- 10.1 In any publication of R&D results, the Recipient shall indicate Papua New Guinea as the source of the marine genetic resources.
- 10.2 In any publication of R&D results, the Recipient shall acknowledge the role of local scientists, where such scientists substantially contributed to the results.

CLAUSE 11 PERMITTED COMMERCIALIZATION

- 11.1 The Recipient may commercialize R&D results only upon prior consent of the Provider.
- 11.2 According to Clause 6.1 or 6.2, it is agreed that the Recipient may utilize the accessed Marine Materials for commercial purposes, the Recipient is entitled to keep the R&D results confidential.

11.3 The Recipient is entitled to publish results from R&D that were allowed for commercial purposes only with the consent of the Provider.

CLAUSE 12 SHARING OF COMMERCIAL BENEFITS

12.1 Any application to obtain intellectual property rights for R&D results shall be filed jointly with the Provider or an affiliate institution or a person named by the Provider. For this purpose, the Provider and the Recipient will agree in due time on the relevant details of such filing.

12.2 The Recipient shall share with the Provider fairly and equitably any monetary benefits obtained from the utilization of the accessed Marine Materials according to Clauses 6.1 or 6.2 or related R&D results, for commercial purposes.

12.3 The share shall be determined by further negotiations between the parties to this agreement.

CLAUSE 13 OTHER LAWS TO BE RESPECTED

13.1 The Recipient shall ensure that the collection, storage, transfer, utilization, and exportation of the marine materials comply with all applicable laws of PNG.

13.2 The Recipient shall if it has been established that the access has caused or is likely to harm any species or population or any ecosystem, discontinue the collection and removal of the materials at the Recipient's cost.

CLAUSE 14 LIABILITY TO INDEMNIFY THE PROVIDER AND PREVENT DAMAGE

14.1 The Recipients' liability for any damage caused by taking, utilizing and freely disposing of marine genetic resources within PNG is governed by PNG's laws. The Recipient indemnifies the Provider against any liability for such damage.

14.2 The Provider and Recipient undertake to honour their obligations under this Agreement and any other duty that is relevant for the implementation of this Agreement in a manner that does not result in delay, losses or any other inconvenience for the other party.

CLAUSE 15 TIME AND TERMINATION OF AGREEMENT

15.1 This Agreement shall be valid for a period of *[insert the number of years of the agreement's validity]* years from the date of its execution and shall be automatically renewed for a further *[insert the number of years of automatic renewal]* years unless otherwise agreed by the parties.

15.2 This Agreement may be terminated by either party at any time subject to prior written notice of *[insert the duration]* to the other party, for material breach of the Agreement, or if either party, subject to similar prior notice, informs the other party of its intent to terminate the Agreement and grounds for such termination.

15.3 If the termination is due to a breach by the Recipient of this Agreement, the Recipient shall return to the Provider, at his or her cost, any materials received, and research results obtained.

- 15.4 If the termination is due to a breach by the Provider of this Agreement, the Recipient may keep and have the right to use for further R&D, any Marine Materials and research results.
- 15.5 The Recipient shall not assign any of the Recipient's rights under this Agreement to any person upon the termination of this Agreement.

CLAUSE 16 DISPUTE RESOLUTION

- 16.1 A party to this Agreement claiming that a dispute has arisen concerning this Agreement must serve the other party with a written notice specifying the nature of the dispute, on receipt of which the dispute resolution shall forthwith begin.
- 16.2 Any dispute arising from this Agreement shall be resolved expeditiously, primarily by negotiation in good faith, failing which the parties shall engage informal dispute resolution techniques.
- 16.3 If the dispute is not resolved by negotiation within *[insert the duration] [days]* from the day of receipt of the notice by the party therewith served, the parties shall choose dispute resolution by a neutral third-party arbitrator, to be mutually agreed. That person shall be regarded as the agreed arbitrator.
- 16.4 The arbitrator shall determine the procedure for arbitration. The decision of the arbitrator shall be final and binding.

CLAUSE 17 LEGAL CLAUSES

- 17.1.1 This Agreement constitutes the entire Agreement between the parties relating to the subject matter. The parties do not make any representations or warranties except those contained in this agreement.
- 17.1.2 Any matters not stipulated in this agreement or clarifications in connection with the interpretation or execution thereof shall be discussed by the parties in good faith in pursuit of a reasonable and amicable solution.
- 17.1.3 This Agreement may not be extended, cancelled or amended otherwise other than by a written agreement signed by the parties.
- 17.1.4 This Agreement shall be construed and enforced in accordance with the laws and regulations of Papua New Guinea.

PROVIDER	
Institution	Address
Authorized Official:	Title:
Signature:	Date:
RECIPIENT	
Institution	Address
Authorized Official:	Title:
Signature:	Date:

APPENDIX H

MATERIAL TRANSFER AGREEMENT FOR MARINE MATERIALS

(hereafter referred to as “MTA”)

Entered into between

“the Provider”

and

“the Recipient”

On

[insert date]

PREAMBLE

- (a) This Agreement covers the transfer of accessed Marine Materials for research purposes only with no change in ownership.
- (b) This Agreement applies to the transfer, use, handling, distribution and any deposit of the Marine Materials supplied by the Provider to the Recipient.
- (c) The activities of both parties are guided by the Convention on Biological Diversity (CBD) and the Nagoya Protocol on access to Genetic Resources and the Fair and Equitable Sharing of Benefits arising from their utilization.
- (d) This Agreement is designed to facilitate the transfer of accessed Marine Materials by MSR Organizations, Research Institutions and Researchers that are associated with such institutions.
- (e) Accessed Marine Material is transferred between both parties to this Agreement on the condition that the recipient agrees to use the Marine Materials and data collected in compliance with the Marine Scientific Research Guidelines, Domestic Laws and Regulations and International laws and conventions.
- (f) The Provider wishes to permit the continued use of the Marine Materials by the Recipient subject to the terms and conditions of this Agreement.

1. PARTIES TO THE AGREEMENT

The Parties to this Agreement are *[insert name]* THE PROVIDER on behalf of the PROVIDING STATE, whose primary place of business is located at *[insert address]* and THE RECIPIENT whose primary place of business is located at *[insert address]*.

2. DEFINITIONS

The words listed have the following meaning in this Agreement.

Commercial Purpose	means the sale, lease, license, or other transfer of the material or modification for any commercial purpose or the direct benefit of any for-profit entity, including the use of the material or modifications by any organization, including the recipient, to perform research for third parties who obtain rights in research results, to screen compounds, to produce or manufacture products for general use.
Derivatives	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 (definition from Art 2-Nagoya Protocol).
Marine Material	any material that is sourced from the ocean.
Modifications	means substances created by the Researcher which contain or incorporate the material.
Patents	means the title granted to protect an invention.
Progeny	means an unmodified descendant from the material, such as virus from virus, cell from cell or organism from organism.
Marine Genetic Resources	all biological material that contains the genetic information of value or real or potential value. (Article 1 of the Andean Decision 391)
Scientific Research	research that is conducted to contribute to science through the systemic collection, interpretation and evaluation of data.
Providing State	means the country supplying genetic material collected from in-situ sources, including populations of both wild and domesticated species.
Parties	means the Provider and the Recipient.
Provider	the Provider is an entity providing access to the Marine genetic resources within the providing country that is also authorized to execute MTAs on behalf of the providing country.
Recipient	the entity or a person receiving the Marine Genetic Resources or Marine Materials.
Benefit Sharing	means the process or act of sharing in a manner that is fair and equitable in the benefits as described above

Intellectual Property Rights	means any creation of the mind that is capable of being protected by law from use by any other person, whether in terms of PNG laws or foreign intellectual property law and includes any rights in such creation.
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3. OWNERSHIP OF THE MARINE MATERIAL

- 3.1 The Provider warrants that it is not aware of third-party rights in the Marine Materials that would preclude it from supplying the material to the Recipient under this Agreement.
- 3.2 Nothing in this Agreement shall or may be construed as granting the Recipient any right or license to the Marine Material for any use other than the purpose described therein.

4. UTILIZATION OF THE MARINE MATERIAL

- 4.1 The Recipient shall only use the Marine Material and resulting derivatives for non-commercial not-for-profit purposes in marine scientific research education and conservation.
- 4.2 If the Recipient desires to use the Marine Material for commercial purposes, the Recipient agrees in advance of such use to negotiate in good faith with the Provider to establish the terms of a commercial agreement. Details of the benefit-sharing will be stipulated in a separate agreement which will be negotiated by the parties in good faith.

5. OTHER OBLIGATIONS

- 5.1 Subject to the terms and conditions herein, the Provider grants to the Recipient permission to use the Marine Material solely in the performance of the scientific research purpose. The Recipient agrees that the Marine Materials;
- (a) Will not be used for commercial purposes; and
 - (b) Will not be further transferred to third parties without the Provider's prior written consent.
- 5.2 The Recipient shall take all appropriate and necessary measures that the importation, handling, storage and use of the Marine Materials comply with all applicable laws and regulations.
- 5.3 The Recipient shall provide a summary of the research on the material to the Provider annually during the term of this Agreement.
- 5.4 The Recipient will use the Marine Materials and modifications in compliance with all laws and government regulations and guidelines applicable to the material and

modifications. Any modifications to this Agreement must be approved in writing by all parties to this Agreement.

6. BENEFIT-SHARING

- 6.1 The Recipient shall fairly and equitably share the benefits arising from the utilization of the Marine Material, its progeny or derivatives per the Convention on Biological Diversity (CBD).
- 6.2 If at any time during the utilization, the Marine Material is identified as having potential commercial use not previously discussed with the Provider, the Recipient shall immediately cease all further research and activity undertaken in connection with the Marine Materials and shall promptly notify the Provider.
- 6.3 The Recipient shall cease to engage in the activity of which the commercial potential was identified until it has entered into a written commercial Agreement with the Provider and a bilateral agreement with the Providing State has been reached.

7. INTELLECTUAL PROPERTY

- 7.1 The Provider retains ownership of the Marine Material including any material contained or incorporated in modifications.
- 7.2 If the Recipient wishes to use the Marine Material or modifications for profit-making or commercial purposes, the Recipient will negotiate in good faith with the Provider to establish the terms of a commercial license.
- 7.3 However, nothing in this paragraph shall prevent the Recipient from granting a commercial license under IPR claiming modifications or methods of their manufacture or their use that are solely owned by the Recipient.

8. RISKS AND WARRANTIES

- 8.1 The Provider will take no responsibility whatsoever for any damages resulting from the Marine Materials. The Recipient will indemnify and keep the Provider harmless from any claim, action, damage or cost deriving from or in connection with the Recipient's use of the received Marine Materials.
- 8.2 The Recipient is solely responsible for the safe receipt, transfer, handling, storage, utilization and disposal of Marine Materials and their derivatives.
- 8.3 The Provider makes no representation or warranty of any kind either expressed or implied as to the identity, safety or fitness of any particular purpose of the material, its progeny or derivatives, or as to the accuracy or reliability of any data supplied.

9. LIMITATION OF LIABILITY

9.1 The Recipient assumes all liability for damages that may arise from its use, storage or disposal of the Marine Material and modifications.

9.2 The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party due to or arising from the use of the Marine Materials or its modifications.

10. TERMINATION

10.1 This Agreement will enter into force as of the effective date and will terminate on the earliest of the following dates;

- (a) On the completion of the Recipient's current scientific research on the Marine Material; or
- (b) Immediately by the Provider if the Recipient has not cured a breach of this agreement within one month of being notified of such breach.
- (c) Upon the effective date of termination of this Agreement, the Recipient will discontinue its use of the Marine Material and will upon written direction of the Provider, return, keep or destroy any remaining Marine Materials.

11. SIGNATURE/ACCEPTANCE

I, (full name of the authorized institution, Provider), represent and warrant that I have the authority to execute this agreement on behalf of the Providing State and acknowledge my institution's responsibility and obligation to abide by the provisions of this agreement, both by letter and in principle to promote the conservation and sustainable use of the accessed Marine Materials.	
Signature	Date
Name of the Provider:	

I, (full name of the authorized lead scientist), represent and warrant that I have the authority to execute this agreement on behalf of the (Name of the MSR Organization) and acknowledge my institution's responsibility and obligation to abide by the provisions of this agreement, both by letter and in principle to promote the conservation and sustainable use of the accessed Marine Materials.	
Signature	Date
Name of the MSR Organization or Recipient:	

APPENDIX I

Internal Process for the MSR Committee Secretariat to Execute

Step 1:

Upon receiving an application from the Department of Foreign Affairs (DFA), the MSRC Secretariat conducts a preliminary screening to confirm the relevant affiliates named in the application. The following should accompany the application.

1. MOU/MOA with PNG affiliates
2. MOU with PNG STC
3. Peer Review
5. Application Proposal
6. Cover Note from Department of Foreign Affairs
7. Coordinates of Research Sites, Cruise Track & Maps
8. Free Prior and informed consent (FPIC) of the local communities if the research is within 3 nautical miles
9. Fee of 10,000USD

**If it is noted that after due diligence, these 9 requirements have not been provided, the secretariat must communicate with the applicant to provide the above before the application goes to MSR Committee.*

Step 2:

The MSRC Secretariat informs the affiliate and seeks confirmation of the application and may seek or request additional information.

Step 3:

The Affiliate must supply the required information in response to any inquiries made by the MSRC Secretariat.

Step 4:

The MSRC Secretariat does due diligence and establishes communication with the affiliate institute and verifies compliance with the revised MSR guidelines 2024.

Step 5:

The Secretariat drafts a summary of the research application for the MSRC.

Step 6:

The Secretariat organizes a meeting of the MSRC to evaluate the application and provides guidance to the Committee in determining whether to approve, reject, or defer the research application.

Step 7:

The MSRC meets and makes a decision, and conveys it to the applicant via the Department of Foreign Affairs.