

<p>(g) municipal and local institutions in Nunavut;</p> <p>(h) hospitals and charities in and for Nunavut;</p> <p>(i) the management and sale of the lands the right to the beneficial use or to the proceeds of which is appropriated to the Commissioner by section 49, and of the timber and wood on those lands;</p> <p>(j) direct taxation within Nunavut in order to raise revenue for territorial, municipal or local purposes;</p> <p>(k) licensing in order to raise revenue for territorial, municipal or local purposes;</p> <p>(l) property and civil rights in Nunavut;</p> <p>(m) education in and for Nunavut, subject to the condition that any law respecting education must provide that</p> <p>(i) a majority of the ratepayers of any part of Nunavut, by whatever name called, may establish such schools in that part as they think fit, and make the necessary assessment and collection of rates for those schools, and</p> <p>(ii) the minority of the ratepayers in that part of Nunavut, whether Protestant or Roman Catholic, may establish separate schools in that part and, if they do so, they are liable only to assessments of such rates as they impose on themselves in respect of those separate schools;</p> <p>(n) the preservation, use and promotion of the Inuktitut language, to the extent that the laws do not diminish the legal status of, or any rights in respect of, the English and French languages;</p>	<p>(k) 準州、地方自治体、あるいは地域の歳入を増やす目的でのライセンシング（利用許諾）；</p> <p>(l) ヌナブトにおける財産権及び市民権；</p> <p>(m) ヌナブト内及びヌナブトのための教育について、教育に関する法律が定める以下の条件に従う</p> <p>(i) ヌナブトのあらゆる地域の納税者、その名前が何であれ、の大多数は、その点において彼らが適切と考えるような学校を設立することができ、それらの学校のために必要な査定及び租税徴収ができる、そして</p> <p>(ii) ヌナブトの当該地域の納税者の少数は、プロテスタント、ローマン・カトリックを問わず、別々の学校を設立することができ、その場合彼らはそれぞれの学校について自らに課す税金の評価についてのみ責任を負う；</p> <p>(n) 英語及びフランス語の法的地位あるいはあらゆる権利を侵害しない範囲での、イヌクティット語の保存、利用及び促進；</p> <p>(o) ヌナブトにおける結婚式；</p> <p>(p) 中毒性物質が何かという定義も含め、ヌナブトにおける中毒性物質；</p> <p>(q) 鉄道、蒸気船、航空輸送、電報、及び電話会社を除く、準州内での会社の設立；</p> <p>(r) ヌナブトにおける農業；</p> <p>(s) ヌナブトの狩猟対象動物の</p>
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<p>(o) the solemnization of marriage in Nunavut;</p> <p>(p) intoxicants in Nunavut, including the definition of what constitutes an intoxicant;</p> <p>(q) the incorporation of companies with territorial objects, excluding railway, steamship, air transport, telegraph and telephone companies;</p> <p>(r) agriculture in Nunavut;</p> <p>(s) the preservation of game in Nunavut;</p> <p>(t) the entering into of intergovernmental agreements by the Commissioner or any other official of the Government of Nunavut;</p> <p>(u) the expenditure of money for territorial purposes;</p> <p>(v) generally, all matters of a merely local or private nature in Nunavut;</p> <p>(w) the imposition of fines, penalties, imprisonment or other punishment in respect of the contravention of any law made by the Legislature; and</p> <p>(x) such other matters as the Governor in Council may, by order, designate.</p> <p>(2) Nothing in subsection (1) shall be construed as giving the Legislature greater powers with respect to any class of subjects described in that section than are given to the legislatures of the provinces by sections 92 and 95 of the Constitution Act, 1867 with respect to similar subjects described in those sections.</p> <p>(3) Subject to any other Act of Parliament, nothing in subsection (2) shall be construed as preventing the Legislature from making laws of general application that apply to or</p>	<p>保存 ;</p> <p>(t) 長官あるいはヌナブト政府の他の当局者による政府間の合意の締結 ;</p> <p>(u) 準州のための金銭の支出 ;</p> <p>(v) ヌナブト内の地域的あるいは私的特性のみについて、一般的なあらゆる問題 ;</p> <p>(w) 立法機関の定めた法の違反に関する罰金や懲役、あるいはその他の罰則 ;</p> <p>(x) 総督が命令により指定した、その他の問題。</p> <p>(2) (1)項の内容は、憲法1867の第92及び95条により、本条と類似の対象に関して州の立法機関に与えられた権力よりも、(1)項で述べられた対象について立法機関により強大な権力を与える、と解釈するものではない。</p> <p>(3) 他の国会制定法に従い、(2)項の内容は、立法機関がインディアン及びイヌイトに適用される、あるいは彼らに関連する一般的な適用法を作ることを妨げると解釈するものではない。</p> <p>24. 立法機関は、第23条に基づき、インディアンあるいはイヌイトに対して、占有者のいない王領で、総督の命令により絶滅の危機にある狩猟対象動物であると明言されている動物以外の動物を、食用に狩猟することを禁止するような法律を制定してはならない。</p>
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<p>in respect of Indians and Inuit.</p> <p>24. The Legislature may not make laws under section 23 that restrict or prohibit Indians or Inuit from hunting, on unoccupied Crown lands, for food game other than game declared by order of the Governor in Council to be game in danger of becoming extinct.</p> <p>25. For greater certainty, the Legislature may make laws under any other provision of this Act for the purpose of implementing the land claims agreement entered into by Her Majesty in right of Canada and the Inuit on May 25, 1993 or any other land claims agreement with an aboriginal people as may be designated by order of the Governor in Council.</p> <p>26. (1) Subject to any other Act of Parliament, the Legislature may make laws respecting the importation of intoxicants into Nunavut from any other place in Canada or elsewhere and defining what constitutes an intoxicant for the purposes of those laws.</p> <p>(2) The Importation of Intoxicating Liquors Act does not apply to the importation, sending, taking or transportation of intoxicating liquor into Nunavut.</p> <p>27. (1) The Legislature may make laws</p> <p>(a) for the borrowing of money by the Commissioner on behalf of Nunavut for territorial, municipal or local purposes;</p>	<p>25. なお、念のため、立法機関は、本法の他の条項に基づき、1993年5月25日にカナダ国女王陛下とイヌイットの間で締結された土地の主張に関する契約、あるいは総督の命令により指名された先住民との間の、その他の土地の主張に関する契約を実行する目的で法律を制定することができる。</p> <p>26. (1) 他の国会制定法に従い、立法機関は、カナダ又は他の場所からヌナブトへの中毒性物質の輸入に関する法律を制定し、同法の目的として中毒性物質が何かを定義することができる。</p> <p>(2) 中毒性液体の輸入に関する法律は、中毒性液体をヌナブトに輸入、送付、持ち込み、移転する際には適用されない。</p> <p>27. (1) 立法機関は、以下の目的のために法律を制定することができる</p> <p>(a) 長官が、準州、地方自治体、あるいは地域のためにヌナブトを代表してお金を借りる；</p> <p>(b) 長官が、ヌナブトの者にお金を貸す；</p> <p>(c) 長官が、ヌナブト統合歳入基金の信用を主張して剰余金を投資する。</p> <p>(2) 借入金の合計額は、(4)項で定める上限値を超えてはならな</p>
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<p>(b) for the lending of money by the Commissioner to any person in Nunavut; and</p> <p>(c) for the investing by the Commissioner of surplus money standing to the credit of the Nunavut Consolidated Revenue Fund.</p> <p>(2) The aggregate of all borrowings must not exceed the maximum amount set under subsection (4).</p> <p>(3) The repayment of money borrowed under a law made pursuant to paragraph (1)(a), and the payment of interest on the money, is a charge on and payable out of the Nunavut Consolidated Revenue Fund.</p> <p>(4) The Governor in Council may, on the recommendation of the Minister of Finance, set the maximum amount of the aggregate of all borrowings.</p> <p>(5) The Governor in Council may, on the recommendation of the Minister of Finance, make regulations respecting borrowings for the purposes of subsections (2) and (4), including regulations respecting</p> <p>(a) what constitutes, or is deemed to constitute, borrowing;</p> <p>(b) the entities, or classes of entities, whose borrowings must be taken into account; and</p> <p>(c) the manner in which the value of a borrowing is determined.</p> <p>1993, c. 28, s. 27; 2012, c. 19, s. 215.</p> <p>28. (1) A copy of every law made by the Legislature shall be transmitted to the Governor in Council within thirty days after its enactment.</p> <p>(2) The Governor in Council may disallow</p>	<p>い。</p> <p>(3) (1)項(a)の法の下での借入金の返済、及び利息の支払いは、ヌナブト統合歳入基金に課され、そこから支払うことができる。</p> <p>(4) 総督は、金融大臣の推薦により、借入金の上限額を設定できる。</p> <p>(5) 総督は、金融大臣の推薦により、(2)及び(4)項の目的による借入に関して、以下を含む規則を制定することができる。</p> <p>(a) 借入、あるいは借入とみなされるもの；</p> <p>(b) 借入を考慮すべき者あるいは集団；</p> <p>(c) 借入の額を決定する方法</p> <p>1993, c. 28, s. 27; 2012, c. 19, s. 215.</p> <p>28. (1) 立法機関で制定されたすべての法律のコピーは、発効から30日以内に総督に提出しなければならない。</p> <p>(2) 総督は、立法機関あるいは他の州が制定した法律を、発効から1年以内にいつでも不許可とすることができる。</p> <p>ヌナブトで適用可能な法</p> <p>29. (1) 本法に従い、第3条が発効した日には、ノースウェスト準州の条例及びそれらに基づき制定された法で、その日までに制定され、取り消</p>
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<p>any law made by the Legislature or any provision of any such law at any time within one year after its enactment.</p> <p>Laws Applicable in Nunavut</p> <p>29. (1) Subject to this Act, on the day that section 3 comes into force, the ordinances of the Northwest Territories and the laws made under them that have been made, and not repealed, before that day are duplicated to the extent that they can apply in relation to Nunavut, with any modifications that the circumstances require. The duplicates are deemed to be laws of the Legislature and the laws made under them.</p> <p>(2) Subject to this Act, a law of the Legislature or a law made under it that is a duplicate of an ordinance of the Northwest Territories or a law made under it that is made, but not in force, on the day that section 3 comes into force, comes into force in accordance with its provisions.</p> <p>(3) Subsection 28(1) does not apply to laws of the Legislature under subsection (1). For the purpose of subsection 28(2), the period for the disallowance of a law that is a duplicate of an ordinance of the Northwest Territories is deemed to begin on the day that the ordinance of the Northwest Territories was made.</p> <p>(4) The laws in force or having effect in the Northwest Territories on the day that section 3 comes into force, other than the ordinances and the laws made under them referred to in subsection (1), continue to be</p>	<p>されていないものは、状況に応じて修正を加えつつ、ヌナブトに関して適用可能な範囲で複製される。複製された法は、立法機関による法あるいはそれらに基づく法とみなされる。</p> <p>(2) 本法に従い、立法機関による法あるいはそれらに基づき制定された法で、ノースウェスト準州の条例あるいはそれらに基づき制定された法の複製で、制定されたが第3条が発効した日に発効していないものは、当該法の条項に従って発効する。</p> <p>(3) 第28条(1)は、本条(1)の立法機関による法を適用しない。第28条(2)の目的のために、ノースウェスト準州の条例の複製である法が不認可の期間は、ノースウェスト準州の条例が制定された日に開始するとみなされる。</p> <p>(4) 第3条が発効した日にノースウェスト準州で発効している法のうち、(1)項で述べた条例やその下で制定された法以外のものは、ヌナブトで適用可能な範囲で、その日以降削除、修正、改正、あるいはヌナブトで実行不可能にならない限り、ヌナブトにおいても効力を有し続ける。</p> <p>1993, c. 28, s. 29; 1998, c. 15, s. 4.</p> <p>29.1 第3条の発効は、第3条が発効する前にノースウェスト準州の条例に基づき与えられた権</p>
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<p>in force or to have effect in Nunavut to the extent that they can apply in Nunavut and in so far as they are not after that time repealed, amended, altered or rendered inoperable in respect of Nunavut. 1993, c. 28, s. 29; 1998, c. 15, s. 4.</p> <p>29.1 The coming into force of section 3 does not affect a right, privilege, licence, permit, authorization, approval, certification, registration or filing, or any status provided, before the day that section 3 comes into force, by or under the ordinances of the Northwest Territories. On or after that day, to the extent that it was in force or had effect and applied immediately before that day in relation to Nunavut, it is deemed, in relation to Nunavut, to have been provided by or under the laws of the Legislature. 1998, c. 15, s. 4.</p> <p>30. (1) If, in or under any Act of Parliament or any law of the Legislature, an officer is designated to perform a function in relation to Nunavut and there is no person designated to perform that function, it may be performed by the person whose functions in relation to Nunavut are the most similar to that function or by any person that the Commissioner may designate to perform the function, and the performance of the function by that person is lawful and valid. (2) If, in or under any Act of Parliament or any law of the Legislature, a document or thing is to be transmitted to a designated</p>	<p>利、特権、認可、許可、権限付与、承認、認定、登録、届け出には影響しない。それ以降は、発効日以降にヌナブトとの関係で効力を有し適用できる範囲で、立法機関による法に基づき、ヌナブトとの関係で（権利、特権...等を）与えられたとみなされる。 1998, c. 15, s. 4.</p> <p>30. (1) 国会制定法あるいは立法機関による法に基づき、職員がヌナブトに関する職務を果たすよう指名されたが、当該職務を果たすよう指名された者が誰もいない場合、ヌナブトに関する職務が当該職務に類似している者、あるいは長官が指名した者が行う。そして、それらの者が果たした職務は合法かつ有効とする。</p> <p>(2) 国会制定法あるいは立法機関による法に基づき、書類又は物品が指定された職員、裁判所、行政区画あるいは指定場所に移送されたが誰もいない場合、裁判所、行政区画、ヌナブトによる指定場所、長官は、当該書類や物品の移送先として人、裁判所、行政区画又は場所を指名、あるいは移送を免除することができる。そして当該移送あるいは移送の免除は合法かつ有効とする。 1993, c. 28, s. 30; 1998, c. 15, s.</p>
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<p>officer, court, territorial division or place and there is no person, court, territorial division or place so designated in Nunavut, the Commissioner may designate a person, court, territorial division or place to which the document or thing is to be transmitted or may dispense with the transmission, and the transmission or dispensation of transmission is lawful and valid. 1993, c. 28, s. 30; 1998, c. 15, s. 4.</p> <p>Judicial Power</p> <p>Judicature</p> <p>31. (1) The Nunavut Court of Justice and the Court of Appeal of Nunavut are established as superior courts that have and may exercise in relation to Nunavut all the powers and jurisdiction that the Supreme Court of the Northwest Territories and the Court of Appeal of the Northwest Territories, respectively, had immediately before the day that section 3 comes into force.</p> <p>(1.1) Subsection (1) does not limit the powers conferred on the Legislature by paragraph 23(1)(e).</p> <p>(2) The Governor in Council shall appoint the judges of the superior courts of Nunavut as described in subsection (1) or as may be established by the laws of the Legislature.</p> <p>(3) The judges of the superior courts in Nunavut hold office during good behaviour, but may be removed by the Governor in Council on address of the Senate and House of Commons and cease to hold office on</p>	<p>4.</p> <p>司法権 司法行政</p> <p>31. (1) ヌナブト裁判所及びヌナブト控訴裁判所は上位裁判所として設立され、それぞれノースウェスト準州最高裁判所及びノースウェスト準州控訴裁判所が有する、ヌナブトに関するすべての権限及び管轄を、第3条の発行日の直前に有し、行使する。</p> <p>(1.1) (1)項は、第23条(1)(e)で立法機関に与えられた権限を制限しない。</p> <p>(2) 総督は、ヌナブトの上位裁判所の判事を、(1)項あるいは設立されるであろう立法機関による法に基づいて任命する。</p> <p>(3) ヌナブトの上位裁判所の判事は 罪過のない限り在職し続けるが、上院及び庶民院への申し入れにより総督が除名でき、また75歳になると任期が終了する。 1993, c. 28, s. 31; 1998, c. 15, s. 5; 1999, c. 3, s. 2.</p> <p>ヌナブト裁判所</p> <p>32. ユーコン最高裁判所及びノースウェスト準州最高裁判所の判事は、代理判事以外は、職権上ヌナブト裁判所の判事となる。 1993, c. 28, s. 32; 1999, c. 3, s. 3; 2002, c. 7, s. 222.</p>
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<p>attaining the age of seventy-five years. 1993, c. 28, s. 31; 1998, c. 15, s. 5; 1999, c. 3, s. 2.</p> <p>Nunavut Court of Justice</p> <p>32. A judge, other than a deputy judge, of the Supreme Court of Yukon and of the Supreme Court of the Northwest Territories is ex officio a judge of the Nunavut Court of Justice. 1993, c. 28, s. 32; 1999, c. 3, s. 3; 2002, c. 7, s. 222.</p> <p>33. (1) The Governor in Council may appoint any person who is or has been a judge of a superior court in Canada or a barrister or advocate of at least ten years standing at the bar of any province as a deputy judge of the Nunavut Court of Justice and may fix that person's remuneration and allowances. (2) A deputy judge may be appointed for any particular case or cases or for any specified period. (3) A deputy judge holds office during good behaviour, but may be removed by the Governor in Council on address of the Senate and House of Commons. (4) A deputy judge, while in office, has and may exercise and perform all the powers, duties and functions of a judge of that Court and any reference to a judge of the Nunavut Court of Justice is deemed to include a reference to the deputy judge. 1993, c. 28, s. 33; 1999, c. 3, s. 4.</p>	<p>33. (1) 総督は、カナダの上位裁判所で判事を務めていた者、あるいはいずれかの州で最低10年法廷に立ってきた弁護士あるいは仲裁人をヌナブト裁判所の代理判事として任命し、その者の報酬及び手当を決定することができる。 (2) 代理判事は、規定の期間、特定の事件のために任命することができる。 (3) 代理判事は、罪過のない限り在職し続けるが、上院及び庶民院への申し入れにより総督が除名できる。 (4) 代理判事は、在職中は、その裁判所の判事のすべての権限、義務、機能を行使でき、ヌナブト裁判所判事への照会は、すべて代理判事への照会も含むとみなされる。 1993, c. 28, s. 33; 1999, c. 3, s. 4.</p> <p>34. (1) ヌナブトで有効な法が、権利や義務、機能は州裁判所の判事、有給判事、治安判事により行使されると定めている場合、当該権利や義務、機能は、ヌナブト裁判所の判事によって行使される。 (2) なお、念のため、(1)項に基づきヌナブト裁判所の判事によって行使される権利や義務、機能は、上位裁判所の判事が行使</p>
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<p>34. (1) If a law in force in Nunavut provides that a power, duty or function is to be exercised or performed by a provincial court judge, a stipendiary magistrate or a justice of the peace, the power, duty or function may be exercised or performed by a judge of the Nunavut Court of Justice.</p> <p>(2) For greater certainty, a power, duty or function exercised or performed under subsection (1) by a judge of the Nunavut Court of Justice is exercised or performed by that judge as a judge of a superior court. 1993, c. 28, s. 34; 1999, c. 3, s. 5.</p> <p>35. (1) A judge of the Nunavut Court of Justice has and may exercise and perform, anywhere in Canada, all the powers, duties and functions of the Court with respect to any criminal offence committed or charged to have been committed in Nunavut.</p> <p>(2) All laws applicable to criminal proceedings in Nunavut apply in like manner to proceedings held under this section at any place outside Nunavut.</p> <p>(3) Any judgment, conviction, sentence or order pronounced or made in any proceedings held under this section outside Nunavut may be enforced or executed at the place at which it is pronounced or made or elsewhere, either in or outside Nunavut, as the judge of the Court may direct, and the proper officers of Nunavut have and may exercise all powers and authority necessary for the enforcement or execution thereof at the place where it is directed to be enforced or executed, notwithstanding</p>	<p>したものとする。</p> <p>1993, c. 28, s. 34; 1999, c. 3, s. 5.</p> <p>35. (1) ヌナブト裁判所の判事は、ヌナブト内での刑事犯罪、あるいはその告訴に関して、カナダのあらゆる場所で裁判所のすべての権利及び義務、機能を有し、行使することができる。</p> <p>(2) ヌナブト内の刑事手続きに適用されるすべての法は、本条に基づき、ヌナブトの外のあらゆる場所で同様に適用される。</p> <p>(3) 本条に基づいて、手続き中になされた審判、有罪判決、刑罰、命令は</p> <p>ヌナブトの内外を問わず、裁判所判事の指示に従い、どこでも実施あるいは実行することができる。そして、ヌナブトの適切な部局は、ヌナブト以外の場所であっても、それらの実施及び実行のためのすべての権利及び権威を有し行使することができる。</p> <p>1993, c. 28, s. 35; 1999, c. 3, s. 6.</p> <p>ヌナブト控訴裁判所</p> <p>36. ヌナブト上位裁判所は、第3条の発効以後に制定された立法機関による法がそれ以外を指定しない限り、ヌナブト及びその他カナダのいかなる場所でも参加することができる。</p>
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<p>that the place is not in Nunavut. 1993, c. 28, s. 35; 1999, c. 3, s. 6.</p> <p>Court of Appeal of Nunavut 36. The Court of Appeal of Nunavut may sit in Nunavut and, unless the laws of the Legislature made after the coming into force of section 3 provide otherwise, in any other place in Canada. 1993, c. 28, s. 36; 1998, c. 15, s. 6.</p> <p>Repeal 37. Sections 32 to 36 and this section are repealed on a day or days to be fixed by order of the Governor in Council.</p>	<p>取り消し 37. 第32から36条、及び本条は、総督による命令によって決定した日に取り消される。</p>
<p>PART II <b>GENERAL</b> Official Languages 38. The law of the Legislature that, under subsection 29(1), is the duplicate of the ordinance of the Northwest Territories entitled the Official Languages Act may not be repealed, amended or otherwise rendered inoperable by the Legislature without the concurrence of Parliament by way of a resolution, if that repeal, amendment or measure that otherwise renders that law inoperable would have the effect of diminishing the rights and services provided for in that ordinance as enacted on June 28, 1984 and amended on June 26, 1986. 1993, c. 28, s. 38; 1998, c. 15, s. 7.</p> <p>Nunavut Consolidated Revenue Fund 39. (1) All public moneys and revenue over</p>	<p>第2部 総則 公用語 38. 公用語法令という名の、ノースウェスト準州の条例の複製である、第29条(1)項に基づいて立法機関による法を、立法機関が削除、修正あるいは実行不可能にする場合、当該削除、修正、実行不可能にする方法が、1984年6月28日に制定され1986年7月26日に修正された当該条例によって与えられた権利やサービスを縮小する場合には、決議による議会の一致なくして、することはできない。 1993, c. 28, s. 38; 1998, c. 15, s. 7.</p> <p>ヌナブト統合歳入基金 39. (1) 立法機関が予算権限を</p>

<p>which the Legislature has the power of appropriation shall form a fund to be known as the Nunavut Consolidated Revenue Fund.</p> <p>(2) The Commissioner may establish, in the name of the Government of Nunavut, accounts for the deposit of public moneys and revenue with any member of the Canadian Payments Association or any local cooperative credit society that is a member of a central cooperative credit society having membership in that Association.</p> <p>40. The Assembly may not adopt or pass any vote, resolution, address or bill for the appropriation of any part of the public revenue of Nunavut, or of any tax, for any purpose that has not been first recommended to the Assembly by message of the Commissioner in the session in which the vote, resolution, address or bill is proposed.</p> <p>41. When a sum of money is granted to Her Majesty in right of Canada by Parliament to defray expenses for a specified public service in Nunavut, the power of appropriation by the Legislature over that sum is subject to the specified purpose for which it is granted.</p> <p>Territorial Accounts</p> <p>42. The fiscal year of Nunavut is the period beginning on April 1 in one year and ending on March 31 in the next year.</p>	<p>有する公金及び歳入は、すべてヌナブト統合歳入基金として知られる基金を形成する。</p> <p>(2) 長官は、ヌナブト政府の名の下で、カナダ決裁協会のメンバー、あるいは同協会の一員である、全国信用組合協会のメンバーである地域の信用組合とともに、公金及び歳入を預けるための口座を開設することができる。</p> <p>40. 議会は、長官の伝達によって議会に対して推薦されていない目的のために、ヌナブトの公的な歳入を割り当てるという投票、決議、辞令、法案が提案された議会において、当該投票、決議、辞令、法案を採択、通過させてはならない。</p> <p>41. ヌナブトの特定の公共サービスのための費用を負担するために、カナダの権限で、議会によって金銭が女王陛下に対して交付された場合、当該金銭の立法機関による分配権限は、交付の特定の目的に依存する。</p> <p>地域の出納</p> <p>42. ヌナブトの会計年度は4月1日に始まり、翌年の3月31日に終了する。</p> <p>43. カナダ会計検査院が、ヌナブトの監査となる。</p>
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<p>43. The Auditor General of Canada shall act as the auditor of Nunavut.</p> <p>44. The Commissioner shall, on or before December 31 of each fiscal year, lay before the Assembly a report, called the Territorial Accounts, for the preceding fiscal year of Nunavut, and the Assembly shall consider the report.</p> <p>45. The Territorial Accounts shall be prepared in such form as the Commissioner may direct and in accordance with accounting principles recommended by the Canadian Institute of Chartered Accountants or its successor and shall include</p> <p>(a) consolidated financial statements for Nunavut of</p> <p>(i) the financial position as at the end of the fiscal year,</p> <p>(ii) the accumulated surplus or deficit as at the end of the fiscal year,</p> <p>(iii) the revenues and expenditures for the fiscal year, and</p> <p>(iv) the changes in the financial position for the fiscal year; and</p> <p>(b) any other information or statements that are required in support of the consolidated financial statements or that are required by the Minister or by or under any law of the Legislature.</p> <p>1993, c. 28, s. 45; 1998, c. 15, s. 8.</p> <p>46. (1) The auditor of Nunavut shall audit</p>	<p>44. 長官は、各会計年の12月31日以前に、議会に対し、ヌナブトの前会計年度について「地域の出納」と呼ばれる報告書を提出し、議会は当該報告書を検討する。</p> <p>45. 地域の出納は、長官の指示する形式で準備し、カナダ公認会計士協会あるいはその後継者の推薦する会計原則に従い、かつ以下を含むものとする</p> <p>(a) 以下の、ヌナブトの連結財務諸表</p> <p>(i) 会計年度末における財務状況、</p> <p>(ii) 会計年度末における、累積の剰余あるいは不足額、</p> <p>(iii) 当該会計年度の歳入及び支出、</p> <p>(iv) 当該会計年度の財務状況の変化、</p> <p>(b) 大臣あるいは立法機関による法の要求する、連結財務諸表の裏付けとなる他のあらゆる情報又は明細書</p> <p>1993, c. 28, s. 45; 1998, c. 15, s. 8.</p> <p>46. (1) ヌナブトの監査人は、各会計年度におけるヌナブトの計算書及び金融取引を、一般に認められた監査基準に従って監査し、以下について監査人の意見を添えて、監査結果を議会に報</p>
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<p>the accounts and financial transactions of Nunavut in each fiscal year in accordance with generally accepted auditing standards and report to the Assembly on the result of that audit, including whether, in the opinion of the auditor,</p> <p>(a) the consolidated financial statements for Nunavut presents fairly, in all material respects and in accordance with accounting principles recommended by the Canadian Institute of Chartered Accountants or its successor, the financial position of Nunavut as at the end of the fiscal year and the results of its operations in, and changes in its financial position for, the fiscal year; and</p> <p>(b) the transactions of Nunavut that have come to the notice of the auditor in the course of the audit of the consolidated financial statements have been within the powers of Nunavut under this Act and any other Act applicable to Nunavut.</p> <p>(2) The auditor of Nunavut shall call attention to any other matter falling within the scope of the audit made under subsection (1) that, in the opinion of the auditor, should be brought to the attention of the Assembly.</p> <p>47. At the request of the Commissioner, made on the advice of the Executive Council and with the agreement of the Governor in Council, the auditor of Nunavut may, if in the auditor's opinion it does not interfere with the auditor's primary responsibilities, inquire into and report to the Assembly</p> <p>(a) on any matter relating to the financial</p>	<p>告する、</p> <p>(a) ヌナブトの連結財務諸表が、会計年度末におけるヌナブトの財務状況及び運用の結果を、すべての重要な点において、カナダ公認会計士協会あるいはその後継者の推薦する会計原則に従い適正に示しているか、また当該塊茎年度中に財務状況が変化しているか、</p> <p>(b) 連結財務諸表の監査の過程で監査人の目に留まったヌナブトの取引が、本法あるいはヌナブトに適用可能なその他の法の下で、ヌナブトの権限内にあるか。</p> <p>(2) ヌナブトの監査人は、(1)項に基づきなされた監査の範囲に含まれ、議会に注意喚起すべきであると監査人が考えるその他あらゆる問題について、注意を促す。</p> <p>47. 評議委員会の助言と総督の合意によりなされた長官の要請により、ヌナブトの監査人は、監査人の意見が監査人の一義的な責任を妨げない場合、以下について議会を取り調べる、又は議会に報告することができる</p> <p>(a) ヌナブトの財務あるいはヌナブトの公共財産に関する事項、あるいは</p> <p>(b) ヌナブト政府からの財政的援助を受ける、あるいは希望する者又は組織</p>
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<p>affairs of Nunavut or to public property in Nunavut; or</p> <p>(b) on any person or organization that has received or is seeking financial aid from the Government of Nunavut.</p> <p>48. (1) The auditor of Nunavut has, in connection with the audit of the accounts of Nunavut, all the powers that the Auditor General of Canada has under the Auditor General Act in connection with the examination of the accounts of Canada.</p> <p>(2) Except as provided by any law made by the Legislature that expressly refers to this subsection, the auditor of Nunavut is entitled to free access at all convenient times to information that relates to the fulfilment of the auditor's responsibilities and is entitled to require and receive from the public service of Nunavut such information, reports and explanations as the auditor considers necessary for that purpose.</p> <p>Lands</p> <p>49. (1) The following lands are and remain vested in Her Majesty in right of Canada:</p> <p>(a) land acquired with funds of Nunavut;</p> <p>(b) land in Nunavut acquired with funds of the Northwest Territories before the day on which section 3 comes into force;</p> <p>(c) public land, the administration and control of which has been transferred by the Governor in Council to the Commissioner of Nunavut;</p> <p>(d) public land, the administration and</p>	<p>48. (1) ヌナブトの監査人は、カナダの会計検査院長官がカナダの計算書の検査に関して、会計検査院法の下で有する全権限と同じものを、ヌナブトの計算書の監査に関連して、有する。</p> <p>(2) 本項で明示的に言及した立法機関の制定法で規定された場合を除き、ヌナブトの監査人は、監査人の責任を果たすことに関連する情報へ、都合の良い時に自由にアクセスする権利を有する。また、ヌナブトの公共サービスに対し、当該目的のために必要と考える情報や報告書、説明を要求し、受け取る権利を有する。</p> <p>土地</p> <p>49. (1) 以下の土地は、カナダの権限で、女王陛下に帰属する：</p> <p>(a) ヌナブトの基金で入手された土地；</p> <p>(b) 第3条の発行日より前に、ノースウェスト準州の基金で入手されたヌナブトの土地；</p> <p>(c) 運営及び管理権限が、総督からヌナブト長官に移転された公有地；</p> <p>(d) 第3条の発行日より前に、運営及び管理権限が、総督からノースウェスト準州長官に移転された公有地；</p> <p>(e) 公有地上のすべての道路、街路、及び小道；</p>
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<p>control of which has been transferred by the Governor in Council to the Commissioner of the Northwest Territories before the day on which section 3 comes into force;</p> <p>(e) all roads, streets, lanes and trails on public land;</p> <p>(f) land acquired pursuant to tax sale proceedings by the Commissioner of Nunavut; and</p> <p>(g) land in Nunavut acquired pursuant to tax sale proceedings by the Commissioner of the Northwest Territories before the day on which section 3 comes into force.</p> <p>(2) The right to the beneficial use or to the proceeds of the lands referred to in subsection (1) is appropriated to the Commissioner, and the lands may be held by and in the name of the Commissioner for the beneficial use of the Government of Nunavut.</p> <p>(3) Subject to any law made by the Legislature, the Commissioner may manage, and sell, lease or otherwise dispose of, the lands referred to in subsection (1).</p> <p>(4) The Commissioner may, with the approval of the Governor in Council, relinquish the administration and control of the entire or any lesser interest in any land referred to in subsection (1), either in perpetuity or for any lesser term.</p> <p>(5) On the approval of the relinquishment, the appropriation under subsection (2), and the Commissioner's rights and powers under subsections (2) and (3), in respect of the relinquished land or interest are terminated and the land or interest</p>	<p>(f) 公売の訴訟に従って、ヌナブト長官により入手された土地；</p> <p>(g) 第3条の発行日より前に、公売の訴訟に従って、ノースウェスト準州長官により入手された土地。</p> <p>(2) 土地を有効利用する権利、あるいは(1)項で述べた土地からの収益は長官に割り当てられ、これらの土地は、ヌナブト政府による有効利用のために、長官の名において保有される。</p> <p>(3) 立法機関の制定した法に従い、長官は、(1)項で述べた土地の管理、売却、賃貸、そうでなければ処分をすることがきできる。</p> <p>(4) 長官は、総督の同意を得て、(1)項で述べた土地の、全部あるいは一部の権利に関して、運営及び管理を永久にあるいはそれより少ない期間、放棄することができる。</p> <p>(5) 放棄の承認に際しては、(2)項に基づく割り当て及び(2)、(3)項に基づく長官の権利権限は、放棄された土地あるいは権利に関して終了し、当該土地あるいは権利は総督の管理下に置かれる。</p> <p>(6) 総督は、土地や権利の運営をカナダ政府の大臣、あるいは財政運営法の範囲内で代理企業に移転することができる。</p>
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<p>becomes subject to the control of the Governor in Council.</p> <p>(6) The Governor in Council may transfer the administration of the land or interest to a Minister of the Government of Canada or to an agent corporation within the meaning of the Financial Administration Act.</p> <p>50. The Governor in Council may transfer, either in perpetuity or for any lesser term, the administration and control of the entire or any lesser interest in any public land to the Commissioner.</p> <p>50.1 (1) The Minister may, by instrument satisfactory to the Minister of Justice, transfer to the Commissioner the administration and control of the entire interest in any real property held under a lease entered into by the Minister for facilities for the Government of Nunavut or housing for its employees. The Commissioner is deemed to have accepted the transfer on the day the instrument is signed by the Minister.</p> <p>(2) The administration and control is deemed to have been transferred by the Governor in Council.</p> <p>(3) This section applies to a lease only if the instrument effecting the transfer is signed on or before March 31, 2004.</p> <p>1998, c. 15, s. 9.</p> <p>Cultural Sites and Property</p> <p>51. (1) The Governor in Council may make regulations for the protection, care and</p>	<p>50. 総督は、永久にあるいはそれより少ない期間、あらゆる公有地の全部あるいは一部の権利に関して、その運営及び管理を長官に移転することができる。</p> <p>50.1 (1) 大臣は、司法大臣の満足する証書により、ヌナブト政府の施設あるいは政府職員の住宅のために、大臣が賃貸借契約をした不動産のすべての権利を、長官に移転することができる。長官は、大臣が証書に署名をした日に当該移転を受諾したものとみなされる。</p> <p>(2) 運営及び管理は、総督によって移転されたものとみなす。</p> <p>(3) 本条は、移転を有効にする証書が、2004年3月31日以前に署名された場合の賃貸借契約にのみ適用される。</p> <p>1998, c. 15, s. 9.</p> <p>文化遺産及び文化財</p> <p>51. (1) 総督は、古生物学的、考古学的、民俗学的、歴史的な重要性、利益あるいは意義を有する、またヌナブトにおける探索者の石塚及び書類についての、ヌナブトの土地、研究、物品、標本を保護、管理、保全するための規則を制定することができる。</p> <p>(2) 何人も、(1)項に基づいて定められた規則に違反した場合には、即決判決で罰しうる違反に</p>
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<p>preservation of sites, works, objects and specimens in Nunavut of palaeontological, archaeological, ethnological or historical importance, interest or significance and of explorers' cairns and explorers' documents in Nunavut.</p> <p>(2) Every person who contravenes any regulation made under subsection (1) is guilty of an offence punishable on summary conviction.</p> <p>52. (1) A peace officer who believes on reasonable grounds that any object, specimen or document has been removed, taken, shipped, had in possession or otherwise dealt in contravention of the regulations may, in Nunavut, without a warrant, seize the object, specimen or document.</p> <p>(2) A peace officer who makes a seizure under subsection (1) shall report the seizure as soon as practicable to a justice of the peace, who may, on being satisfied that the object, specimen or document was removed, taken, shipped, had in possession or otherwise dealt with in contravention of the regulations, declare it to be forfeited to Her Majesty in right of Canada and, on that declaration, it is forfeited.</p>	<p>ついて有罪となる。</p> <p>52. (1) 保安官は、物品、標本又は書類が規則に違反して除去され、持ち込まれ、送付され、所有され、あるいは処理されたと合理的な理由に基づき信じる場合には、ヌナブト内で、当該物品、標本又は書類を令状なしに差し押さえることができる。</p> <p>(2) (1)項に基づき差し押さえを行った保安官は、治安判事に対して差し押さえについてできる限り早く報告し、治安判事が物品、標本又は書類が規則に違反して除去され、持ち込まれ、送付され、所有され、あるいは処理されたことを納得した場合には、カナダの権限で、女王陛下に没収されるよう宣言し、その宣言によって、それらは没収される。</p>
<p>*PART III</p> <p>*[Note: Part III repealed July 1, 1999.]</p>	<p>*第3部</p> <p>*[注： 第3部は1999年7月1日に削除]</p>
<p>PART IV</p> <p>TRANSITIONAL PROVISIONS</p> <p>Expenditures</p> <p>70. Until the first Legislative Assembly of</p>	<p>第4部</p> <p>経過規定</p> <p>支出</p> <p>70. ヌナブトの立法議会が初め</p>

<p>Nunavut is convened, the Commissioner of Nunavut may authorize the payment of monies out of the Nunavut Consolidated Revenue Fund for the purposes of defraying expenses incurred in respect of Nunavut for which there is no other lawful authority to defray.</p> <p>Interim Commissioner of Nunavut 71. (1) The Governor in Council may establish the office of Interim Commissioner of Nunavut and may appoint a person to hold that office during pleasure until the appointment of the first Commissioner of Nunavut. (2) The Interim Commissioner shall act in accordance with any written directions given to the Interim Commissioner by the Minister. (3) Directions respecting the exercise of the powers conferred by section 72 or 75 shall be published in such manner as the Minister may determine. (4) In the event of the absence or incapacity of the Interim Commissioner, or if the office of Interim Commissioner is vacant, the Minister may, after consultation with the Government of the Northwest Territories and Tunngavik, appoint a person to act as Interim Commissioner until the Interim Commissioner resumes the exercise of the powers, duties and functions of that office or a replacement Interim Commissioner is appointed under subsection (1). 1993, c. 28, s. 71; 1998, c. 15, s. 11.</p>	<p>て招集されるまで、ヌナブト長官は、ヌナブトに関する、負担について他に法的な権威がない経費を負担する目的で、ヌナブト統合歳入基金から支払をする許可を与えることができる。</p> <p>ヌナブト暫定長官 71. (1) 総督は、ヌナブト暫定長官の役職を設置して任命し、ヌナブト初代長官任命までの必要と認める期間、在職させることができる。 (2) 暫定長官は、大臣が暫定長官に渡された書面による指示に従って行動する。 (3) 第72あるいは75条で与えられた権利の行使に関する指示は、大臣が決定した方法によって公開される。 (4) 暫定長官が不在又は就労不能の場合、あるいは暫定長官の職が空席の場合、大臣は、ノースウェスト準州政府及びTunngavik社と協議の後、暫定長官が当該職の権利や義務、昨日の行使を再開するか、代替りの暫定長官が(1)項に基づき任命されるまで、暫定長官として働く者を任命することができる。 1993, c. 28, s. 71; 1998, c. 15, s. 11.</p> <p>72. (1) 暫定長官は、以下を行うことができる (a) 政府の運営のために暫定長</p>
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<p>72. (1) The Interim Commissioner may</p> <p>(a) enter into contracts for employment to begin on or after the day that section 3 comes into force, by the Government of Nunavut with the persons that the Interim Commissioner considers necessary for the operations of that Government;</p> <p>(b) prescribe the duties of the persons referred to in paragraph (a) and the conditions of their employment consistent with the conditions of employment established by the Government of the Northwest Territories for its employees;</p> <p>(b.1) assign to a person referred to in paragraph (a) any powers, duties or functions provided for in or under the laws of the Legislature that the person is to have and exercise;</p> <p>(c) establish systems and processes for the Government of Nunavut, including the organization and administration of territorial courts; and</p> <p>(d) carry out such other functions as the Governor in Council may, by order, assign to the Interim Commissioner for the purposes of facilitating the assumption by the Government of Nunavut of any of its powers, duties or functions.</p> <p>(2) Agreements entered into pursuant to paragraph (1)(a) are binding on the Government of Nunavut.</p> <p>(2.1) An assignment referred to in paragraph (1)(b.1) that involves powers, duties or functions under an ordinance of the Northwest Territories entitled the Legislative Assembly and Executive</p>	<p>官が必要と考える者との間での、第3条の発行日以降に開始する、ヌナブト政府による雇用契約を締結；</p> <p>(b) (a)項で述べた者の義務、及びノースウェスト準州が被用者のために制定した雇用条件と一致するような、雇用条件を規定；</p> <p>(b.1) (a)項で述べた者に対し、立法機関による法のため又は法に基づき定められ、行使できる権利、義務又は機能を割り当て；</p> <p>(c) 準州の裁判所の組織や運営を含む、ヌナブト政府のためのシステム及び手続きを確立；</p> <p>(d) ヌナブト政府による権利や義務、機能の引継ぎを促進する目的で、総督が、命令によって暫定長官に課すことができるその他の機能を実行。</p> <p>(2) (1)(a)項に従って締結された契約は、ヌナブト政府を法的に拘束する。</p> <p>(2.1) (1)(b.1)項で述べられた割り当ては、立法議会及び評議員に関する法令という名のノースウェスト準州の条例に基づく、あるいは評議委員会又はノースウェスト準州議会の推薦を受け、ノースウェスト準州の長官によりなされた指名によってもたらされる権利や義務、機能に係るものであるが、これらは暫定長官とノースウェスト準州、及びTunngavik社の事前の協議に従う。</p>
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<p>Council Act or flowing from an appointment made, on the recommendation of the Executive Council or the Council of the Northwest Territories, by the Commissioner of the Northwest Territories is subject to prior consultation by the Interim Commissioner with the Government of the Northwest Territories and Tunngavik.</p> <p>(2.2) The assignment referred to in paragraph (1)(b.1) is deemed to have been made in accordance with the laws that provide for those powers, duties and functions.</p> <p>(3) The Government of Nunavut may alter, revoke or replace any system or process established pursuant to paragraph (1)(c). 1993, c. 28, s. 72; 1998, c. 15, s. 12.</p> <p>73. (1) The Interim Commissioner may, with the approval of the Governor in Council, enter into agreements</p> <p>(a) with the Government of Canada in respect of federal government programs or other federal responsibilities in relation to Nunavut, including the supply of goods or services;</p> <p>(a.1) with the Government of Canada, the Government of the Northwest Territories, the government of a province or any person in respect of programs or other responsibilities of the Government of Nunavut, including the supply of goods or services;</p> <p>(b) with the Government of Canada or the Northwest Territories for funding in</p>	<p>(2.2) (1)(b.1)項で述べられた割り当ては、権利や義務、機能を規定する法に従ってなされたものとみなす。</p> <p>(3) ヌナブト政府は、(1)(c)項に従って確立されたあらゆるシステムあるいは手続きを変更し、取消し、置き換えることができる。</p> <p>1993, c. 28, s. 72; 1998, c. 15, s. 12.</p> <p>73. (1) 暫定長官は、総督の承認により、以下のような契約を締結することができる</p> <p>(a) 物品やサービスの提供を含めた、連邦政府のプログラムあるいはヌナブトに関する連邦政府のその他の責任について、カナダ政府と；</p> <p>(a.1) 物品やサービスの提供を含めた、ヌナブト政府のプログラムあるいはその他の責任について、カナダ政府、ノースウェスト準州政府、他の州政府、あるいは人と；</p> <p>(b) ヌナブトに関する資金提供について、カナダ政府あるいはノースウェスト準州政府と；</p> <p>(c) ノースウェスト準州政府によって締結された契約により生じた権利及び義務も含めた、ヌナブトとノースウェスト準州間の資産及び責任の分担について、ノースウェスト準州政府と；</p> <p>(d) 法あるいは契約上の制約に</p>
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<p>respect of Nunavut;</p> <p>(c) with the Government of the Northwest Territories for the division of its assets and liabilities between Nunavut and the Northwest Territories, including rights and obligations arising under a contract entered into by the Government of the Northwest Territories; and</p> <p>(d) with the Government of the Northwest Territories for the transfer, despite any law or any contractual restriction, of information in its possession to the Government of Nunavut.</p> <p>(1.1) The Commissioner shall cause to be laid before the Legislative Assembly of Nunavut any agreement entered into under subsection (1).</p> <p>(2) Subject to subsections (3) and (4), agreements entered into pursuant to this section are binding on the Government of Nunavut.</p> <p>(2.1) The approval of the Governor in Council is not required for the Interim Commissioner to enter into an agreement under paragraph (1)(a) or (a.1) if the maximum total amount that the Government of Nunavut must pay under the agreement, including any renewal of the agreement under its terms to which the other party is entitled, is less than the greater of</p> <p>(a) \$400,000, and</p> <p>(b) any other amount that the Governor in Council may, by order, prescribe for those agreements or any category of them.</p> <p>(3) The Government of Nunavut may, by</p>	<p>かかわらず、ヌナブト政府が所有している情報を移転することについて、ノースウェスト準州政府と。</p> <p>(1.1) 長官は、(1)項に基づいて締結したあらゆる契約を、ヌナブト立法議会に提出するものとする。</p> <p>(2) (3)及び(4)項に従い、本条に基づいて締結された契約は、ヌナブト政府を法的に拘束する。</p> <p>(2.1) 暫定長官が(1)(a)又は(a.1)項に基づいて締結した契約に関して、相手方が権利を有する契約の更新も含め、当該契約の下でヌナブト政府が支払うべき総額の上限が以下のいずれか大きい方の値以下である場合には、総督の承認は不要である</p> <p>(a) 40万ドル</p> <p>(b) 総督が、命令によって当該契約あるいは契約の範疇で規定することのできる金額。</p> <p>(3) ヌナブト政府は、書面で通知することにより、当該通知が渡された翌事業年度末に、(1)(a)又は(a.1)項に定める政府との間で締結された契約を終了させることができる。</p> <p>(4) (1)(b)項に従って締結された契約は、第3条が発効する2年後に終了する。ただし、契約がそれより早い時期を終期と規定する場合はそれに従う。</p> <p>(5) (1)(c)項に基づいて締結された契約は、ノースウェスト準州</p>
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<p>giving notice in writing, terminate any agreement entered into with a government under paragraph (1)(a) or (a.1) at the end of the fiscal year following that in which the notice is given.</p> <p>(4) An agreement entered into pursuant to paragraph (1)(b) terminates two years after the coming into force of section 3, unless the agreement provides for an earlier termination.</p> <p>(5) An agreement entered into under paragraph (1)(c) may affect the rights or obligations of a party that has entered into a contract with the Government of the Northwest Territories only if, before the agreement is entered into, the party consents to being so affected.</p> <p>(6) Despite subsection (5), an agreement entered into under paragraph (1)(c) may assign to the Government of Nunavut any right or obligation of the Government of the Northwest Territories arising under a contract entered into by it with a party that is not a government even if the contract does not allow for, or the party does not consent to, the assignment. The assignment binds the party but, unless the contract allows for the assignment or the party consents to it, the agreement must provide for compensation to the party for costs or losses, if any, arising from the assignment.</p> <p>(7) The possession and use, by the Government of Nunavut, of information transferred under an agreement entered into under paragraph (1)(d) shall be subject to</p>	<p>と契約を締結した相手方の権利又は義務に影響を与える場合があるが、それは相手方が契約の締結前に、影響を受けることに同意した場合に限る。</p> <p>(6) (5)項にかかわらず、(1)(c)項に基づいて締結された契約は、ヌナブト政府に対し、ノースウェスト準州が政府以外の相手方と締結した契約から生じた、ノースウェスト準州政府の権利又は義務を、当該契約が認めていないあるいは相手方が同意しないとしても、割り当てることができる。この割り当ては相手方を法的に拘束するが、当該契約が、その割り当てあるいは相手方について斟酌している場合を除き、その割り当てから相手方に生じる費用や損失への補償を提供しなければならない。</p> <p>(7) (1)(d)項に基づいて締結された契約により移転された情報の、ヌナブト政府による所持及び利用は、以下に従う</p> <p>(a) ノースウェスト準州政府によって締結された、情報の所持と利用に適用される、ヌナブト政府が契約の当事者であるかのような契約に含まれる条件；</p> <p>(b) ノースウェスト準州政府による情報の所持と利用に適用される連邦法に含まれる条件；</p> <p>(c) 情報の所持と利用に適用される、立法機関によるすべての法。</p>
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<p>(a) the conditions contained in any contract entered into by the Government of the Northwest Territories that apply to the possession and use of the information, as if the Government of Nunavut were a party to the contract;</p> <p>(b) the conditions contained in any federal law that apply to the possession and use, by the Government of the Northwest Territories, of the information; and</p> <p>(c) all laws of the Legislature that apply to the possession and use of the information.</p> <p>1993, c. 28, s. 73; 1998, c. 15, s. 13.</p> <p>73.1 (1) In the absence of an agreement on a matter under paragraph 73(1)(c), the Governor in Council may, on the recommendation of the Minister, by order,</p> <p>(a) in the case of any property, other than property referred to in section 44 of the Northwest Territories Act, transfer ownership of the property to the Government of Nunavut from the Government of the Northwest Territories; or</p> <p>(b) in the case of a contract entered into between the Governments of Canada and the Northwest Territories giving rise to rights or obligations of the Government of the Northwest Territories, terminate the contract.</p> <p>(2) The Minister shall, before making the recommendation, consult with the Government of the Northwest Territories and the Interim Commissioner and shall, after that consultation, notify that</p>	<p>1993, c. 28, s. 73; 1998, c. 15, s. 13.</p> <p>73.1 (1) 第73条(1)(c)項に基づく事項について契約が存在しない場合、総督は、大臣の推薦を受け、命令によって、以下を行うことができる</p> <p>(a) ノースウェスト準州法第44条に述べる財産以外のあらゆる財産の所有権を、ノースウェスト準州政府からヌナブト政府に移転させる；あるいは</p> <p>(b) カナダ政府とノースウェスト準州政府間で締結された契約が、ノースウェスト準州政府の権利あるいは義務を生じさせる場合に、契約を終了させる。</p> <p>(2) 大臣は、提言を行う前に、ノースウェスト準州政府及び暫定長官と協議をし、その協議後に、ノースウェスト準州政府及び暫定長官に対して提言の内容を通知する。</p> <p>(3) (1)項に基づく命令は、第3条の発効日以前にのみ定めることができ、当該発効日に有効となる。</p> <p>1998, c. 15, s. 14.</p> <p>74. カナダ又はノースウェスト準州政府は、73条(1)(a.1)に基づき締結された契約に従って、あらゆる計画を実行することができる。</p> <p>1993, c. 28, s. 74; 1998, c. 15, s.</p>
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<p>Government and the Interim Commissioner of the contents of the recommendation.</p> <p>(3) An order under subsection (1) may be made only on or before the day that section 3 comes into force, but it takes effect on that day.</p> <p>1998, c. 15, s. 14.</p> <p>74. The Government of Canada or the Northwest Territories may carry out any programs in accordance with any agreement entered into under paragraph 73(1)(a.1).</p> <p>1993, c. 28, s. 74; 1998, c. 15, s. 14.</p> <p>75. (1) The Interim Commissioner may employ such employees as the Interim Commissioner considers necessary for the proper conduct of the Interim Commissioner's work and may prescribe their duties and the conditions of their employment consistent with the conditions of employment established by the Government of the Northwest Territories for its employees.</p> <p>(2) The employment of persons by the Interim Commissioner terminates not later than the day on which the first Commissioner is appointed.</p> <p>(3) An employee to whom this section applies who becomes employed by a department or portion of government that is a part of the Public Service as defined in subsection 3(1) of the Public Service Superannuation Act within three months after the day that the employment with the</p>	<p>14.</p> <p>75. (1) 暫定長官は、暫定長官の業務の適切な遂行のために必要と考える職員を雇用することができ、ノースウェスト準州政府が設立した職員の雇用条件に従って、彼らの業務及び雇用条件を規定することができる。</p> <p>(2) 暫定長官による雇用は、最初の長官が任命された日以前に終了する。</p> <p>(3) 公職年金法3条(1)で定義された公職の一部をなす政府の部局によって雇用された、本条が適用される被用者は、暫定長官による雇用が開始した日から3か月以内に終了した場合には、雇用の終了に際して退職金を受け取る権利を有しない。</p> <p>(4) なお、念のため、暫定長官は、暫定長官の業務の適切な遂行のために必要と考える物品やサービスの提供のための契約を締結することができる。</p> <p>(5) (4)項は、1996年に発効するとみなされ、本条が発効する前に締結された暫定長官の締結したあらゆる契約は、暫定長官が本条に基づき締結できる範囲において、本法に基づいて締結したものとみなされる。</p> <p>1993, c. 28, s. 75; 1998, c. 15, s. 15.</p> <p>ノースウェスト準州議会</p>
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<p>Interim Commissioner terminates is not entitled to severance pay for the termination of that employment.</p> <p>(4) For greater certainty, the Interim Commissioner may enter into contracts for the supply of goods or services considered necessary for the proper conduct of the Interim Commissioner's work.</p> <p>(5) Subsection (4) is deemed to have come into force on November 26, 1996 and any contract entered into by the Interim Commissioner before this section comes into force is deemed to have been entered into under this Act, to the extent that the Interim Commissioner could enter into the contract under this section.</p> <p>1993, c. 28, s. 75; 1998, c. 15, s. 15.</p> <p>Council of the Northwest Territories</p> <p>76. (1) A member of the Council of the Northwest Territories whose electoral district does not include any of the communities listed in Schedule II ceases, on the coming into force of section 3, to be a member of the Council.</p> <p>(2) If the name of a community listed in Schedule II is changed, the reference in that Schedule to the name of the community shall be construed as a reference to the new name of the community.</p> <p>First Elections</p> <p>76.01 (1) Despite section 14 and any law of the Legislature, for the first elections of members of the Legislative Assembly, the</p>	<p>76. (1) スケジュールIIに掲載されているコミュニティを選挙区に含まないノースウェスト準州議会のメンバーは、第3条の発効に際し、議会のメンバーではなくなる。</p> <p>(2) スケジュールIIに掲載されているコミュニティの名称が変更された場合、当該スケジュールにおけるコミュニティの名称への言及は、新たな名称への言及と解釈される。</p> <p>最初の選挙</p> <p>76.01 (1) 第14条及び立法機関による法にかかわらず、立法議会のメンバーの最初の選挙のために、総督は、命令により、議会のメンバーの人数を定めることができ、またヌナブトの選挙区を規定・命名することができる。ただし、いかなる場合においても、最初の議会のメンバーは10人未満となってはならない。</p> <p>(2) 議会メンバーの最初の選挙のための命令は、当該選挙を管理する法に従い、第3条が発効してから30日以内に発せられる。</p> <p>1998, c. 15, s. 16.</p> <p>76.02 (1) 立法機関による法にかかわらず、議会メンバーの最初の選挙を管理する法は、本条の発行日において、総督が命令により規定した修正事項とともに</p>
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<p>Governor in Council shall, by order, prescribe the number of members of the Assembly and describe and name the electoral districts in Nunavut, but in no event shall the number of members of the first Assembly be fewer than ten.</p> <p>(2) Writs for the first elections of members of the Assembly shall, subject to the laws governing those elections, be issued no later than thirty days after the day that section 3 comes into force.</p> <p>1998, c. 15, s. 16.</p> <p>76.02 (1) Despite the laws of the Legislature, the laws governing the first elections of members of the Assembly are the laws that apply to the conduct of elections in the Northwest Territories on the day that this section comes into force, with any modifications that the Governor in Council may, by order, prescribe.</p> <p>(2) A notice of a proposed order shall be published in the Canada Gazette at least thirty days before the order is made and an opportunity shall be given to interested persons to make representations to the Minister about the proposed order. The notice may be published before this section comes into force.</p> <p>(3) Once a notice is published under subsection (2), no further notice is required to be published about any amendment to the proposed order that results from representations made by interested persons.</p> <p>(4) The chief electoral officer for the first</p>	<p>にノースウェスト準州の選挙の遂行に適用される法である。</p> <p>(2) 提案されている命令の通知は、少なくとも命令が発せられる30日前にカナダ政府官報で公開され、関係者が命令に関して大臣に陳情する機会が与えられる。通知は本条が発効する前に公表してもよい。</p> <p>(3) (2)に基づき通知が一度公開されたら、提案されている命令について、関係者の陳述による修正に関するさらなる通知の公開は要求されない。</p> <p>(4) 最初の選挙のための選挙管理委員長は、ノースウェスト準州の選挙管理委員長となる。</p> <p>76.03 (1) 第15条にかかわらず、総督は、第3条の発効日より前に、選挙管理委員長に、議会メンバーの最初の選挙のために令状を発する指導することができる。</p> <p>(2) これらの令状の返還日は選挙を管理する法律に従って決定されなければならない、第3条の発行日より前でもよい。</p> <p>(3) なお、念のため、第3条の発行日より前に選出された候補者は、いかなる目的のためにも、第13条に基づき設立された議会のメンバーにはならない。</p> <p>1998, c. 15, s. 16.</p> <p>76.04 他の法律にかかわらず、</p>
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<p>elections of members of the Assembly is the Chief Electoral Officer of the Northwest Territories. 1998, c. 15, s. 16.</p> <p>76.03 (1) Despite section 15, the Governor in Council may, before the day that section 3 comes into force, give the chief electoral officer instructions to issue the writs for the first elections of members of the Assembly. (2) The day for the return of those writs must be set in accordance with the laws governing the elections and may be before or after the coming into force of section 3. (3) For greater certainty, a candidate who is elected, before the day that section 3 comes into force, is not, for any purpose, a member of the Assembly until the Assembly is established under section 13. 1998, c. 15, s. 16.</p> <p>76.04 Despite any other law, a member of the Council of the Northwest Territories may be a candidate, and be declared elected, in the first elections of members of the Assembly without affecting, before the day that section 3 comes into force, her or his qualifications to sit or vote as a member of the Council. 1998, c. 15, s. 16.</p> <p>76.05 [Repealed, 2014, c. 2, s. 43]</p> <p>Public Offices and Bodies</p> <p>76.06 (1) Subject to this Part, on the day that section 3 comes into force, for every</p>	<p>ノースウェスト準州議会のメンバーは、議会の最初の選挙において、自らの（ノースウェスト準州）議員としての議会出席や投票の資格に影響を与えることなく、第3条の発行日より前に、候補者になり、当選することができる。 1998, c. 15, s. 16.</p> <p>73.05 [削除、2014年、c. 2, s. 43]</p> <p>官公庁及び公共団体</p> <p>76.06 (1) 本編に従い、第3条の発行日において、その直前の時点で第3条に述べたノースウェスト準州の一部及び残りの準州の一部に関する権利、義務、機能を有している、ノースウェスト準州の条例により設立、継続しているすべての官公庁及び公共団体、及び(3)項に基づき作成されたリスト内のすべての部署や団体のために、状況により必要であれば修正した立法機関による法により、ヌナブトに関して同じ権利、義務、機能を有する、複製で別個の部署あるいは団体を設立する。 (2) (1)項は、ノースウェスト準州の裁判所には適用しない。 (2.1) なお、念のため、ヌナブト裁判所は、29条(1)に基づき複製された法で述べられた準州の裁判所の権利、義務、機能をヌナ</p>
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<p>public office or public body established or continued by an ordinance of the Northwest Territories that has, immediately before that day, powers, duties or functions in relation to both a part of the Northwest Territories described in section 3 and a part of the rest of those Territories and for every office or body on a list made under subsection (3), there is established, with any modifications that the circumstances require, by the laws of the Legislature a duplicate and distinct office or body, with the same powers, duties or functions in relation to Nunavut.</p> <p>(2) Subsection (1) does not apply to courts of the Northwest Territories.</p> <p>(2.1) For greater certainty, the Nunavut Court of Justice has and may exercise in relation to Nunavut the powers, duties and functions of any territorial court referred to in a law duplicated under subsection 29(1).</p> <p>(3) Before the day that section 3 comes into force, the Governor in Council may, on the recommendation of the Minister of the Government of the Northwest Territories responsible for intergovernmental affairs and the Interim Commissioner, by order, make the list referred to in subsection (1).</p> <p>(4) To the extent that the assets and liabilities of an office or body referred to in subsection (1), or any funds that it administers, are not subject to paragraph 73(1)(c), they continue, on and after the day that section 3 comes into force, to be the assets and liabilities of the office or body of the Northwest Territories, or funds</p>	<p>ブトとの関係で、有し、行使することができる。</p> <p>(3) 第3条の発効日より前に、総督は、ノースウェスト準州政府で政府間関係に責任を負う大臣及び暫定長官の推薦を得て、命令により、(1)で述べたリストを作成することができる。</p> <p>(4) (1)で述べた部署又は団体、あるいはそれらが管理する基金が財産及び負債の範囲内で73条(1)(c)に従っていない場合、それらは第3条の発効日以降も、関連するヌナブトの部署又は団体との間で公平に分割されるまで、ノースウェスト準州の財産又は負債、あるいは基金であり続ける。</p> <p>(5) 分割は、以下によって行うことができる</p> <p>(a) 当該部署又は団体の間での契約；あるいは</p> <p>(b) 契約が存在しない場合、第3条の発効日以降に当該部署又は団体からの申請によりノースウェスト準州最高裁判所の命令。</p> <p>(6) (5)(b)項に基づきなされた分割は、部署又は団体に対し、第3条の発効日に財産や負債、運営基金の公平な分割がなされれば、当該部署又は団体が置かれたであろう立場に、可能な範囲で置かなければならない。</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 7.</p>
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<p>administered by it, until they are fairly divided between that office or body and the corresponding office or body of Nunavut.</p> <p>(5) The division may occur by</p> <p>(a) an agreement between those offices or bodies; or</p> <p>(b) in the absence of an agreement, an order of the Supreme Court of the Northwest Territories on an application by either office or body made on or after the day that is one year after the day that section 3 comes into force.</p> <p>(6) A division made under paragraph (5)(b) must, to the extent possible, put each office or body into the position that it would have been in had a fair division of the assets and liabilities, and administered funds, occurred on the day that section 3 comes into force.</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 7.</p> <p>76.07 (1) Subject to this Act, on the day that section 3 comes into force, a public office or public body established or continued by an ordinance of the Northwest Territories that has, immediately before that day, powers, duties or functions in relation only to the part of the Northwest Territories described in that section and an office or a body on a list made under subsection (2) is continued for Nunavut only, with the same powers, duties or functions, but is deemed to have been established by the laws of the Legislature.</p> <p>(2) Before the day that section 3 comes into force, the Governor in Council may, on the</p>	<p>76.07 (1) 本法に従い、第3条の発行日に、ノースウェスト準州の条例により設立、継続している官公庁あるいは公共団体で、当該期日直前に、本条で述べるノースウェスト準州の一部にのみ関する権利、義務、機能、及び(2)項に基づき作成されたリスト内の部署や団体を有している物は、同じ権利、義務、機能とともにヌナブトのためだけに存続するが、立法機関による法に基づき設立されたものとみなされる。</p> <p>(2) 第3条の発行日前に、総督は、ノースウェスト準州政府で政府間関係に責任を負う大臣及び暫定長官の推薦を得て、命令により、(1)項で述べたリストを作成することができる。</p> <p>(3) 第3条の発効日直前に、(1)項で述べた部署や団体の公務員、職員あるいは被用者であった者は、当該期日以降も同じ在職資格のもと各自の職務に就き続けるが、立法機関による法に基づき維持され継承されるとみなされる。</p> <p>1998, c. 15, s. 16.</p> <p>76.08 (1) 公務員法と名付けられたノースウェスト準州の条例について責任を負う大臣によって締結された団体協約、及び第3条の発効日直前に効力を有している団体協約に関する仲裁の決</p>
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<p>recommendation of the Minister of the Government of the Northwest Territories responsible for intergovernmental affairs and the Interim Commissioner, by order, make the list referred to in subsection (1).</p> <p>(3) Persons who are, immediately before the day that section 3 comes into force, office holders or officers or employees of the offices and bodies referred to in subsection (1) continue, on and after that day, to occupy their respective positions, with the same tenure, but they are deemed to hold, and to have assumed, them under the laws of the Legislature.</p> <p>1998, c. 15, s. 16.</p>	<p>定の条件は、当該期日以降もヌナブト及び、関連するヌナブト政府職員との関係で、雇用者がノースウェスト準州政府からヌナブト政府へ替わり、また状況によって必要な修正を行い、効力を有し続ける。</p> <p>(2) ヌナブトとの関係で、(1)で述べた団体協約は、当該契約が2000年3月31日以前の別の後日に失効する旨を当事者らが有効期限前に合意していた場合を除き、その条件と適用される法に従って失効する。</p> <p>1998, c. 15, s. 16.</p>
<p>76.08 (1) The terms of a collective agreement entered into by the Minister responsible for the ordinance of the Northwest Territories entitled the Public Service Act, and any arbitration decision in relation to the collective agreement, that is in force on the day immediately before the coming into force of section 3 remains in force after that day in relation to Nunavut and the corresponding employees of the Government of Nunavut with the substitution of the Government of Nunavut for the Government of the Northwest Territories as the employer and any other modifications that the circumstances require.</p> <p>(2) In relation to Nunavut, a collective agreement referred to in subsection (1) expires in accordance with its terms and any laws that apply to it unless the parties</p>	<p>係争中の事項</p> <p>76.09 (1) (3)項に従い、第3条発効日直前に76.06(1)で述べたノースウェスト準州の部署あるいは団体で係争中の事項についての管轄は、当該期日に、ヌナブトの同じ部署又は団体に移転する。ノースウェスト準州の部署あるいは団体は、ノースウェスト準州に関する範囲でその事項についての管轄を維持する。</p> <p>(2) なお、念のため、(1)に基づく係争中事項の移転は、移転前になされた手続き及び作成された書類の効力は影響を受けず、ヌナブトとの関連の範囲内では、手続き及び書類は立法機関による法に基づきなされたものとみなされる。</p> <p>(3) 暫定長官は、ノースウェスト</p>

<p>to the collective agreement agree, before the expiry date, that the collective agreement expires on a later date that may not be later than March 31, 2000.</p> <p>1998, c. 15, s. 16.</p> <p>Pending Matters</p> <p>76.09 (1) Subject to subsection (3), jurisdiction over a matter that was pending before an office or body of the Northwest Territories referred to in subsection 76.06(1) immediately before the day that section 3 comes into force is transferred, on that day, to the extent that it relates to Nunavut, to the corresponding duplicate office or body established for Nunavut. The office or body of the Northwest Territories retains jurisdiction to deal with the matter to the extent that it relates to the Northwest Territories.</p> <p>(2) For greater certainty, the transfer under subsection (1) of a pending matter does not affect the validity of any steps taken or documents filed before the transfer and those steps or documents, to the extent that they relate to Nunavut, are deemed to have been taken or filed, respectively, under the laws of the Legislature.</p> <p>(3) The Interim Commissioner may enter into an agreement with the Government of the Northwest Territories to allow an office or body of the Northwest Territories to retain, despite the coming into force of section 3, jurisdiction over a matter referred to in subsection (1) in relation to Nunavut. Any rights, privileges, licences,</p>	<p>準州政府との間で、ノースウェスト準州の部署あるいは団体が、第3条の発効にかかわらず、(1)項で述べた事項についての管轄をヌナブトとの関係で維持できる旨の契約を締結することができる。ヌナブトとの関係での権利、特権、免許、許可、認可、承認、認証、登録、申告、あるいはあらゆる地位又は決定は、立法機関による法に基づき与えられたとみなされる。</p> <p>(4) 本条は、第76.1条の適用される事項については適用しない。</p> <p>1998, c. 15, s. 16.</p> <p>76.10 (1) ヌナブトの裁判所、裁判官あるいは判事は、第3条の発効日以降に開始した事項について、当該事項を引き起こした出来事がそれ以前に生じたとしても、その出来事が裁判所、裁判官、あるいは判事の管轄の範囲内である場合には、管轄を有する。</p> <p>(2) ノースウェスト準州の裁判所、裁判官あるいは判事は、第3条の発行日前に起こったあらゆる事項について、それが発効日以降に開始したのであればヌナブトの裁判所、裁判官あるいは判事の管轄である事項でも、すべての上訴あるいは再審理が尽くされるまでは管轄を維持する。</p> <p>(3) なお、念のため、(2)項で述</p>
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<p>permits, authorizations, approvals, certificates, registrations or filings, or any status or decision, in relation to Nunavut in the matter, whenever provided, are deemed to have been provided for by or under the laws of the Legislature.</p> <p>(4) This section does not apply to matters to which section 76.1 applies.</p> <p>1998, c. 15, s. 16.</p> <p>76.10 (1) A court, judge or justice of Nunavut has jurisdiction over any matter commenced, on or after the day that section 3 comes into force, even if the events giving rise to the matter occurred before that day, to the extent that it would have been within the jurisdiction of that court, judge or justice had those events occurred after that day.</p> <p>(2) A court, judge or justice of the Northwest Territories retains jurisdiction, until all appeals or reviews are exhausted, over any matter commenced before the day that section 3 comes into force, if it would have been within the jurisdiction of a court, judge or justice of Nunavut had it commenced after that day.</p> <p>(3) For greater certainty, an appeal or review mentioned in subsection (2) includes a new trial ordered and any appeal or review in relation to the new trial.</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 8.</p> <p>76.11 (1) A court, judge or justice of the Northwest Territories may, by order, transfer any matter referred to in</p>	<p>べた上訴あるいは再審理には、新たな裁判との関係で命令された裁判、及び上訴あるいは再審理も含まれる。</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 8.</p> <p>76.11 (1) ノースウェスト準州の裁判所、裁判官あるいは判事は、76.1(2)項で述べた事項を、ノースウェスト準州の裁判所、裁判官あるいは判事が裁判所の運営の利益になると納得した場合には、命令により、ヌナブト裁判所に移送することができる。</p> <p>(2) 裁判所、裁判官あるいは判事が(1)項に基づく命令を発した場合には、当該命令は、その事項に関する記録及びあらゆる物品を、ヌナブト裁判所あるいはヌナブトの手適切な職員に移送されることをも規定する。</p> <p>(3) (2)項に基づき命令によって移送された記録は、ヌナブト裁判所の記録とみなされる。当該事項に関して移送された、ノースウェスト準州の裁判所、裁判官あるいは判事が発した命令や決定、作成した文書は、ヌナブト裁判所が発した、あるいは作成したものとみなされる。</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 9.</p> <p>76.12 (1) 76.1条あるいは76.11</p>
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<p>subsection 76.1(2) to the Nunavut Court of Justice if the court, judge or justice of the Northwest Territories is satisfied that the transfer is in the interests of the administration of justice.</p> <p>(2) If a court, judge or justice makes an order under subsection (1), the order shall provide for the transfer of the record and any material relating to the matter to the Nunavut Court of Justice or to an appropriate officer of Nunavut.</p> <p>(3) A record that is transferred by an order made under subsection (2) is deemed to be part of the record of the Nunavut Court of Justice. Any order or decision made or document issued by a court, judge or justice of the Northwest Territories in relation to the matter that is transferred is deemed to have been made or issued by the Nunavut Court of Justice.</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 9.</p> <p>76.12 (1) For any matter referred to in section 76.1 or 76.11,</p> <p>(a) the territorial courts, including superior courts, of the Northwest Territories may exercise and perform all their powers, duties and functions in any place in both the Northwest Territories and Nunavut; and</p> <p>(b) the Nunavut Court of Justice may exercise and perform all of its powers, duties and functions in any place in Nunavut and, unless the laws of the Legislature made after the coming into force of section 3 provide otherwise, in the</p>	<p>条で述べたあらゆる事項について、</p> <p>(a) 上位裁判所を含むノースウェスト準州の裁判所は、すべての権利、義務、機能をノースウェスト準州及びヌナブト両方のどこでも行使することができる。</p> <p>(b) ヌナブト裁判所は、すべての権利、義務、機能をヌナブトのどこでも行使でき、また第3条の発行日以降に制定された立法機関による法が禁じない限り、ノースウェスト準州でも行使できる。</p> <p>(2) (1)項に基づき他の準州で審理された裁判前の事項に適用される法律は、通常裁判を行う準州において審問された場合に適用される法である。</p> <p>(3) 第3項の発行日前にノースウェスト準州で開始した出来事についてなされたあらゆる判決、有罪判決、刑罰、あるいは命令は、当該事項に管轄を有する裁判所が指示し、判決、有罪判決、刑罰、命令を実施又は執行すべき地域の適切な職員が、その目的のために必要な権力と許可を発することで、ヌナブトあるいはノースウェスト準州のどこでも実施又は執行可能である。</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 10.</p> <p>76.13 (1) 第3条の発行日直前</p>
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<p>Northwest Territories.</p> <p>(2) The laws that apply to a matter before a court when it sits in the other territory under subsection (1) are the laws that would apply if it heard the matter in the territory where it normally sits.</p> <p>(3) Any judgment, conviction, sentence or order pronounced or made in any matter commenced in the Northwest Territories before the day section 3 comes into force may be enforced or executed at any place in Nunavut or the Northwest Territories as the court with jurisdiction over the matter may direct, and the proper officers of the territory in which the judgment, conviction, sentence or order is to be enforced or executed may exercise all powers and authority necessary for that purpose.</p> <p>1998, c. 15, s. 16; 1999, c. 3, s. 10.</p> <p>76.13 (1) The justices of the peace of the Northwest Territories who reside, immediately before the day that section 3 comes into force, in the territory referred to in section 3 are deemed to have been appointed justices of the peace under the laws of the Legislature and to have and exercise the powers, duties or functions of justices of the peace under the laws that apply in Nunavut.</p> <p>(2) In any matter referred to in subsection 76.1(2), the justices of the peace of the Northwest Territories referred to in subsection (1), despite their residency in Nunavut on and after the day that section 3 comes into force, continue to hold the office</p>	<p>に、第3条で述べた地域に駐在しているノースウェスト準州の治安判事は、立法機関による法に基づき治安判事に任命され、ヌナブトに適用される法に基づき、治安判事の権利、義務、機能を有し行使することができるものとみなされる。</p> <p>(2) 76.1(2)項で述べた事項において、(1)項で述べたノースウェスト準州の治安判事は、第3条発行日以降のヌナブト駐在にかかわらずノースウェスト準州の治安判事の役職に就き続け、ヌナブトにおいて、ノースウェスト準州の治安判事の権利、義務、機能を有し、行使することができる。</p> <p>1998, c. 15, s. 16.</p>
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<p>of justice of the peace of the Northwest Territories and to have and exercise, in Nunavut, the powers, duties or functions of justices of the peace of the Northwest Territories.</p> <p>1998, c. 15, s. 16.</p>	
<p><b>PART V</b></p> <p><b>CONSEQUENTIAL AMENDMENTS AND COMING INTO FORCE</b></p> <p>Northwest Territories Act</p> <p>77. to 77.3 [Amendments]</p> <p>Other Consequential Amendments</p> <p>78. [Amendments]</p> <p>Coming into Force</p> <p>*79. (1) Subject to subsection (2), this Act or any provision of this Act or of any Act as amended by this Act shall come into force on April 1, 1999 or on such earlier day or days as the Governor in Council may fix by order.</p> <p>(2) Part III shall come into force on the day that is six months after the day on which this Act is assented to or on such earlier day as the Governor in Council may fix by order.</p> <p>*[Note: Part III in force December 10, 1993; sections 1 and 4 in force June 20, 1996, see SI/96-51; sections 71 to 75 in force November 26, 1996, see SI/96-102; sections 1, 121 and 126 of Schedule III in force November 27, 1997, see SI/97-136; subsection 14(2) in force June 1, 1998, see SI/98-69; subsection 128(2) of Schedule III deemed to have come into force November</p>	<p>第5部</p> <p>結果的な修正及び発効</p> <p>ノースウェスト準州法</p> <p>第77から 77.3章 [修正]</p> <p>他の結果的な修正</p> <p>78. [修正]</p> <p>発効</p> <p>*79. (1) (2)項に従い、本法あるいは本法により修正された法のあらゆる条項は、1999年4月1日、あるいは総督が命令により決定した日がより早ければ、その日に発効する。</p> <p>(2) 第3部は本法が承認された日から6月以内あるいは総督が決定したより速い日に効力を有する。</p> <p>*[注：第3部は1993年12月10日発効； 第1及び4条は1996年6月20日発効、SI/96-51を参照； 第71から75条は1996年11月26日に発効、SI/96-102を参照； スケジュール3の第1及び121から126条は1997年11月27日発効、SI/97-136を参照；第14条(2)は1998年6月1日発効、SI/98-69を参照； スケジュール3の第128条(2)は1996年11月26日発効と</p>

<p>26, 1996, see 1998, c. 15, s. 37(2); the definition “Tunngavik” in section 2 and sections 50.1, 76.01 to 76.07 and 76.09 in force June 11, 1998, see 1998, c. 15, s. 52(1); sections 9, 16 and 51 in force November 27, 1998, see SI/98-112.]</p>	<p>みなす、1998, c. 15, s. 37(2)を参照； 第50.1条、第76.01から76.07 条及び76.09条の「Tunngavik」の定義は、1998年6月11日発効、1998, c. 15, s. 52(1)を参照； n force June 11, 1998、1998, c. 15, s. 52(1)を参照； 第9、16、51条は、1998年11月2発効、see SI/98-112を参照。</p>
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## 伝統的知識に関するカナダ政府環境省の見解

### COMPILATION OF VIEWS AND INFORMATION RECEIVED ON SUB-TASKS (i), (ii), (iii) AND (iv) CONCERNING HOW TASKS 7, 10 AND 12 COULD BEST CONTRIBUTE TO WORK UNDER THE CONVENTION AND TO THE NAGOYA PROTOCOL

生物多様性条約及び名古屋議定書の下で、タスク7、10、12がどのように最も貢献できるかに関し、受領したサブタスク(i) (ii) (iii) (iv)についての見解及び情報のまとめ

<p>INTRODUCTION</p> <p>1. As requested by the Conference of the Parties in paragraphs 4 and 5 of decision XII/12 D, the Executive Secretary is circulating herewith, for the information of participants in the ninth meeting of the Ad Hoc Open-ended Inter-Sessional Working Group on Article 8(j) and Related Provisions, a compilation of views and comments submitted to the Secretariat regarding how tasks 7, 10 and 12 could best contribute to work under the Convention and the Nagoya Protocol, including information on community protocols, model clauses, best practices, experiences and practical examples for the prior informed consent or approval and involvement processes for access to the knowledge, innovations and practices of indigenous and local communities relevant for the conservation and sustainable use of biological diversity and for the sharing of benefits, to assist the Working Group in its discussions.</p> <p>2. Submissions have been reproduced in the form and languages in which they were provided to the Secretariat. Submissions were received from: Australia; Bolivia; Brazil; Canada; Ecuador; Finland; Honduras; India; New Zealand; Norway; Peru; Sweden; Natural Justice and the Sami Parliament.</p>	<p>序文</p> <p>1. 締約国会議の決定12、第4・5パラグラフで要求されているように、事務局は、Ad Hoc Open-ended Inter-Sessional Working Group on Article 8(j) and Related Provisions第9回会議の参加者の情報のために、事務局に提出された見解およびコメントのまとめを回覧している。これはタスク7、10、12が生物多様性条約及び名古屋議定書の下でどうすればもっとも貢献できるか、というもので、ワーキンググループでの議論を助けるために、共同体規約の情報、条項の雛形、ベストプラクティス、事前合意(PIC)又は承認の経験及び実施例、知識へのアクセスに関与する過程、生物多様性の保全及び持続的利用や利益配分に関する、原住民の社会及び地域社会の技術革新及び実施なども含まれる。</p> <p>2. 提出されたものは、事務局に提供された形式および言語で再現されている。以下の国や団体から提出されている：オーストラリア；ボリビア；ブラジル；カナダ；エクアドル；フィンランド；ホンジュラス；インド；ニュージーランド；ノルウェー；ペルー；スウェーデン；ナチュラル・ジャスティス及びサーミ人議会</p>
<p>A. Submission from Parties</p>	<p>A. 締約国による提出</p>

<p>Canada</p> <p>1. Co-Management Committees under the Inuit Impact and Benefit Agreement for National Wildlife Areas and Migratory Bird Sanctuaries</p> <p>Environment Canada maintains a national network of conservation areas which includes National Wildlife Areas and Migratory Bird Sanctuaries. A total of 13 of these conservation areas are in the Nunavut Settlement Area. Nunavut covers a large portion of northern Canada: almost 1.88 million km<sup>2</sup> of land and 161,000 km<sup>2</sup> of water. In 2007, Environment Canada, Nunavut Tunngavik Incorporated, and four Designated Inuit Organizations completed negotiations on the first umbrella Inuit Impact and Benefit Agreement associated with all of Environment Canada's existing and proposed National Wildlife Areas and Migratory Bird Sanctuaries in the Nunavut Settlement Area, concluding nine years of negotiations under the Nunavut Land Claim Agreement.</p> <p>One of Environment Canada's core activities under the Inuit Impact and Benefit Agreement is the administration and coordination of nine Area Co-Management Committees associated with its 13 conservation areas. The Area Co-Management Committees are based in the communities closest to the protected areas. The Area Co-Management Committees consist of six members, three of whom are appointed by the relevant Regional Inuit Association and three by Environment Canada. All Area Co-Management Committee members but one are beneficiaries of the Nunavut Land Claim Agreement that are appointed from the relevant adjacent community; the Vice-Chair of the Area</p>	<p>カナダ</p> <p>1. 国立野生生物及び渡り鳥保護区のためのイヌイットの影響及び利益の合意に基づく共同管理委員会</p> <p>カナダ環境省は、国立野生生物及び渡り鳥保護区を含む保全地域の国内ネットワークを維持している。合計13の保全地域がヌナブト準州の解決区域内にある。ヌナブトは、約188万km<sup>2</sup>の陸地と16.1万km<sup>2</sup>の水域を有し、カナダ北部の大部分を占めている。2007年、カナダ環境省、ヌナブトTunngavik株式会社、及び4つの指定イヌイット組織は、最初の包括的なイヌイットの影響及び利益の合意について、交渉を終えた。これはカナダ環境省の提案する現存のヌナブト解決地域内の国立野生生物及び渡り鳥保護区に関連したもので、ヌナブト土地請求権協定の下で9年間の交渉が完了したものである。</p> <p>イヌイットの影響及び利益の合意に基づくカナダ環境省の主な活動の一つが、13の保全地域に関連する、9つの地域共同管理委員会の運営及び調整である。地域共同管理委員会は、保護区域に最も近いコミュニティに基盤を有する。地域共同管理委員会は6名のメンバーからなり、うち3名は関連する地域のイヌイット連合により、残りの3名はカナダ環境省により指名される。すべての地域共同管理委員会のメンバーは1名を除き、関連する隣接コミュニティから指名された、ヌナブト土地請求権協定の受益者でなければならない。地域共同管理委員会の副議長はカナダ環境省のカナダ野生</p>
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<p>Co-Management Committee is an employee of Environment Canada's Canadian Wildlife Service. Each Area Co-Management Committee is tasked with the development of a management plan for their protected area, providing advice to the Minister of the Environment on a variety of matters, including permitting, and other functions set out in the Inuit Impact and Benefit Agreement. The committees meet in person at least once per year.</p> <p>The unique relationship between the Inuit of Nunavut and the ecosystems of the Nunavut Settlement Area is ecological, spiritual and social in nature and is recognized as the first principle of the Inuit Impact and Benefit Agreement, which states that « Inuit Qaujimajatuqangit is a related body of knowledge, which is necessary to and which Inuit shall bring to responsible decision-making regarding the lands, waters and marine areas of the Nunavut Settlement Area ».</p> <p>The Inuit Impact and Benefit Agreement further set as a co-management objective that « decision-making for Migratory Bird Sanctuaries and National Wildlife Areas that is substantially informed and influenced by Inuit Qaujimajatuqangit ». The Inuit Impact and Benefit Agreement also indicates that, “in formulating their advice to the Minister, Area CoM Commttees shall carefully consider Inuit Qaujimajatuqangit brought forward by any member” and that “In all significant policy decisions [affecting National Wildlife Areas or Migratory Bird Sanctuaries] the Minister shall carefully consider Inuit Qaujimajatuqangit documented and presented to the Minister by an Area Co-Management Committees ».</p>	<p>生物保護局の職員が務める。</p> <p>各地域共同管理委員会は、イヌイットの影響及び利益の合意で定められた職務や許可なども含め、環境大臣から多岐に亘る助言を受け、保護区域の管理計画の開発任務を負う。委員会は、少なくとも年に一回は直接会って会合する。</p> <p>ヌナブトのイヌイットとヌナブト解決地域の生態系の間の固有の関係は、本質的に環境に優しく、精神的で、社会的であり、「Inuit Qaujimajatuqangit（イヌイットの知識・文化の総体、IQ）は、イヌイットがヌナブト解決地域の土地や水、海域に対して、責任ある意思決定をもたらすのに必要な知識体系と関連している。」という、イヌイットの影響及び利益の合意の第1原則として認識されている。</p> <p>さらに、イヌイットの影響及び利益の合意は、共同管理の目的として「イヌイットのIQから情報を与えられ、影響を受けている野生生物及び渡り鳥保護区のための意思決定」を定めている。またイヌイットの影響及び利益の合意は「彼らの大臣への助言を組織立てる際、地域共同管理委員会はメンバーに提示されたIQを慎重に考慮しなければならない」、「すべての重要な（野生生物及び渡り鳥保護区に影響を与える）政策決定において、大臣は、地域共同管理委員会が書面化し提示したIQを慎重に考慮しなければならない」とも示している。</p> <p>2. 野生生物管理委員会 - ホッキョクグ</p>
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<p>2. Wildlife Management Boards – Polar Bear Harvest</p> <p>Canada is home to approximately 16 000 polar bears -- about two-thirds of the global population. Thirteen of nineteen polar bear subpopulations across the circumpolar Arctic are managed by Canada. One unit is shared with the United States and three are shared with Greenland. The polar bear population in Canada has been stable over the past 10 years. Some subpopulations have increased over this period, while others have declined. Canada's responsive management and monitoring system ensures that signals of decline are observed and addressed.</p> <p>Canada's federal government collaborates with other governments in Canada, wildlife management boards and Inuit organizations, in the co-management of polar bears. Wildlife Management Boards, established under Land Claims Agreements, in the Canadian North are the primary institutions for wildlife management. For example, the Wildlife Management Boards make decisions at the sub-population level on harvest quotas following the consideration of both science and Aboriginal Traditional Knowledge sources.</p> <p>In Canada, the polar bear harvest is very important socially, culturally and economically for many northern people; a successful hunt brings food and a source of income to households. Aboriginal people are given harvest rights under land claims. Public/written hearings are held in which information is presented from a variety of sources, including Inuit organizations, Hunters and Trappers Organizations, Regional Wildlife Offices and community members.</p>	<p>マの捕獲</p> <p>カナダには、全世界の約3分の2にあたる約16000頭のホッキョクグマが生息している。北極周辺の19の部分集団のうち13をカナダが管理している。1つのユニットはアメリカ、3つはグリーンランドと共有している。カナダのホッキョクグマの生息数は過去10年以上安定している。この期間に増加した部分集団も減少した部分集団もある。カナダの反応の良い管理及び監視システムは、減少の兆候が観察、対処されることを保証している。</p> <p>カナダ連邦政府はカナダの他の政府や野生生物委員会、イヌイットの組織らと協力してホッキョクグマの共同管理を行っている。土地請求権協定の下でカナダ北部に設立された野生生物委員会は、野生生物管理の一次的な機関である。例えば、野生生物委員会は、部分集団レベルでの捕獲の定数を科学及び先住民の伝統的知識の情報の両方を考慮したのちに決定する。</p> <p>カナダでは、ホッキョクグマの捕獲は北部の人々にとって社会的、文化的、経済的に非常に重要である； 狩猟の成功が過程に食料と収入をもたらす。先住民は土地請求権に基づき、捕獲の権利を有している。イヌイットの機関、猟師・罾猟師組合、地域野生生物局及びコミュニティの構成員を含む、様々な情報源のうち、いずれから提示されたものかにつき、情報公聴会又は書面での聴取が行われる。すべての情報源は、検討過程において、野生生物管理委員会により考慮さ</p>
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<p>All sources of information are considered by the Wildlife Management Boards in their deliberation process. The harvest of polar bears is strictly controlled, monitored, and adjusted as needed for sustainable use. Once a decision has been made, it is forward to the responsible Minister for approval and implementation. Once a quota has been established, the Regional Wildlife Offices allocate the harvest tags to Hunters and Trappers Organizations who in turn distribute them to hunters in the communities. The involvement of Aboriginal communities, and consideration of their Traditional Knowledge, leads to better decisions that are well-respected by community members.</p> <p>3. Management of the Porcupine Caribou Herd</p> <p>The Porcupine Caribou Herd is managed internationally (Canada-US) by the International Porcupine Caribou Board signed in 1987. Within Canada, the Porcupine Caribou Herd is managed under the Porcupine Caribou Management Agreement signed in 1985, and which played a role in establishing the International Porcupine Caribou Board. The objectives of the Parties to the International Porcupine Caribou Board are:</p> <ul style="list-style-type: none"> <li>a. To conserve the Porcupine Caribou Herd and its habitat through international co-operation and coordination so that the risk of irreversible damage or long-term adverse effects as a result of use of caribou or their habitat is minimized;</li> <li>b. To ensure opportunities for customary and traditional uses of the Porcupine Caribou Herd: <ul style="list-style-type: none"> <li>1) in Alaska, by rural Alaska residents; and</li> <li>2) in Yukon and the Northwest Territories, by</li> </ul> </li> </ul>	<p>れる。ホッキョクグマの捕獲は持続的利用のために必要に応じて厳格に規制、監視、調整されている。一旦決定が下されると、承認及び実行のため担当大臣に申し送られる。定数が決まると、地域野生生物局は猟師・罾猟師組合に捕獲タグを割り振り、それらはコミュニティ内の猟師らに順に配布される。先住民コミュニティの関与及び彼らの伝統的知識についての配慮は、コミュニティの構成員にも尊重される、より良い決定をもたらす。</p> <p>3. ポーキュパインカリブー（トナカイの一種）の群れの管理</p> <p>ポーキュパインカリブーの群れは、1987年に署名された国際ポーキュパインカリブー委員会により、（カナダとアメリカで）国際的に管理されている。カナダ国内では、ポーキュパインカリブーの群れは、1985年に署名されたポーキュパインカリブー管理協定によって管理されており、この協定が国際ポーキュパインカリブー委員会設立の役割を担っている。国際ポーキュパインカリブー委員会の参加国の目的は、</p> <ul style="list-style-type: none"> <li>a. 国際協力と調整を通じてポーキュパインカリブーの群れと生息地を保全し、カリブーやその生息地の利用による不可逆的な損傷や長期的な弊害のリスクを最小化する；</li> <li>b. ポーキュパインカリブーの習慣的及び伝統的利用の機会を： <ul style="list-style-type: none"> <li>1) アラスカにおいて、アラスカ農村部の住民</li> <li>2) ユーコン及び北部準州において、</li> </ul> </li> </ul>
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<p>Native and other users as defined by Porcupine Caribou Management Agreement;</p> <p>c. To enable users of Porcupine Caribou to participate in the international co-ordination of the conservation of the Porcupine Caribou Herd and its habitat;</p> <p>d. To encourage co-operation and communication among governments, users of Porcupine Caribou and others to achieve these objectives.</p> <p>In Canada, the Porcupine Caribou Management Board is a co-management board, responsible for setting recommendations to governments concerning the conservation and sustainable use of the Porcupine Caribou Herd. Due to the natural high variability of barren-ground caribou herds, the low productivity of the Porcupine Caribou Herd, and in response to concerns in the late 2000's about the size of the herd, the Porcupine Caribou Management Board developed a Harvest Management Plan for the Porcupine Caribou Herd in Canada in 2010. The Harvest Management Plan is a lengthy document that speaks to the commitment of the parties to cooperatively manage the resource. The Harvest Management Plan uses a set of annually updated indicators (based on both scientific and Aboriginal Traditional Knowledge) to track the condition of the herd to ensure harvest is sustainable. Further subcomponents of the Harvest Management Plan, such as the implementation plan, speaks to cooperative collection and analysis of science and traditional information.</p> <p>4. Parks Canada</p>	<p>ポーキュパインカリブー管理協定で定める地元民及びその他の人々 に対して保証する；</p> <p>c. ポーキュパインカリブーの利用者が、ポーキュパインカリブーの群れ及び生息地の保全のための国際調整に参加できるようにする；</p> <p>d. 目標達成のために、政府、ポーキュパインカリブーの利用者、その他の協力及びコミュニケーションを促進する。</p> <p>カナダでは、ポーキュパインカリブー管理委員会はポーキュパインカリブーの群れの保全及び持続的利用に関する政府への提言に責任を負う、共同管理委員会である。ツンドラトナカイの群れの本質的に高い可変性及びポーキュパインカリブーの群れの低い繁殖力ゆえに、群れの大きさに関する2000年代後半の懸案事項に応じて、ポーキュパインカリブー管理委員会は2010年、「カナダにおけるポーキュパインカリブーの群れのための捕獲管理計画」を制定した。捕獲管理計画は資源を協力的に管理するための当事者の貢献を語る冗長な書面である。捕獲管理計画は、毎年更新される一連の指標（科学及び先住民の伝統的知識の両方に基づく）を用いて、捕獲が持続的なのを確認すべく群れの状態を追跡している。捕獲管理計画のさらなる要素、例えば計画の実行などは、科学及び伝統的情報の協調的な収集及び分析を語っている。</p> <p>4. パークス・カナダ（カナダの国立公園を管理する政府機関）</p>
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<p>Parks Canada recently produced a Resource Guide entitled Promising Pathways: Strengthening Engagement and Relationships with Aboriginal Peoples in Parks Canada Heritage Places. This guide was developed to help support and strengthen engagement and relationship building with Aboriginal peoples in national parks, national historic sites, and national marine conservation areas across Canada. This guide is fundamental to all Parks Canada future work moving forward.</p> <p>5. Canada's 2020 Biodiversity Target on Aboriginal Traditional Knowledge</p> <p>On February 9, 2015, Canada announced national biodiversity goals and targets for 2020. One of Canada's targets, Target 15 reads: "By 2020, Aboriginal traditional knowledge is respected, promoted and, where made available by Aboriginal peoples, regularly, meaningfully and effectively informing biodiversity conservation and management decision-making."</p> <p>The preamble of the 2020 Biodiversity Goals and Targets for Canada highlights that:</p> <p><i>Implementation of the goals and targets will rely on meaningful, full and effective participation of Aboriginal peoples, including First Nations, Inuit and Métis peoples. In this respect, while Aboriginal traditional knowledge and customary use of biological resources are specifically highlighted under targets 12 and 15, the traditional knowledge, innovations and practices of Aboriginal communities are relevant for implementing all of Canada's biodiversity goals and</i></p>	<p>パークス・カナダは、近年「希望の路：パークス・カナダの遺産地域における、先住民との協力及び関係の強化」という題の指導書を作成した。本書は、カナダ全土の国立公園や史跡、海洋保護地域内に住む先住民との協力及び関係を強化・支援するために開発された。本書はパークス・カナダの将来の業務が前進する基礎となる。</p> <p>5. 先住民の伝統的知識に関する、カナダの2020年までの生物多様性目標</p> <p>2015年2月9日、カナダは2020年の国内生物多様性目標を発表した。カナダの目標のうちの1つは、以下の目標第15である：「2020年までに先住民の伝統的知識は敬意を払われ、促進され、また先住民により提供可能な場合には、生物多様性の保全及び意思決定につき、定期的、有意義かつ効果的に情報を提供する。」</p> <p>カナダの2020年生物多様性目標の序文では、以下のように強調している：</p> <p><i>目標の遂行は、ファースト・ネイション（イヌイット、メティ以外の先住民族）、イヌイット、メティを含む先住民の、有意義で全面的かつ効果的な参加に依存する。この点において、先住民の伝統的知識及び生物資源の習慣的利用が目標12及び15で特に強調されている一方、先住民コミュニティの伝統的知識、技術革新や習慣は、保全及び持続的利用に適合するような生物資源の習慣的利用を保護及び奨励されるように、カナダのすべての生物多様性目標の遂行に適している。</i></p>
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<i>targets, as is protecting and encouraging customary use of biological resources compatible with their conservation and sustainable use.</i>	
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## カナダ先住民に関する法律とアクセスと利益配分

カナダ憲法 1867<sup>70</sup> 第 91 部では、カナダ連邦議会が“インディアン及びインディアン保留地に関する法律を制定する権利を持つ。カナダ憲法 1982<sup>71</sup> 第 II 章第 35 部では、先住民との約束と先住民の権利が保障されている。先住民の権利には伝統的慣習も含まれる。

カナダ憲法の下、現在のカナダ先住民に関する法律として下記の法律がある。

- Indian Act 1985<sup>72</sup>
- First Nations Land Management Act 1999<sup>73</sup>
- Indian Oil and Gas Act 1985<sup>74</sup>
- Department of Indian Affairs and Northern Development Act 1985<sup>75</sup>

インディアン法 1985 では、登録されたインディアン（First Nations という）とその保留地を規定する法律である。カナダ憲法 1982<sup>76</sup>第 35 部で保障された先住民との約束と先住民の権利も含まれている。

名古屋議定書では伝統的知識に対するアクセスと利益配分の規則を定めており、国内措置にすることを求めている。カナダ先住民の遺伝資源に関連する伝統的知識をアクセスと利益配分政策の中に組み込むか、組み込むとしたら現行の法律体系とどのように調和を図るか検討する必要がある<sup>77</sup>。

名古屋議定書に基づくアクセスと利益配分の制度として、カナダ先住民が保有する遺伝資源に関連した伝統的知識に関する取扱いを組み込む必要があるとする考え方がある。カナダ先住民の保有する伝統的知識は、その利用者にとって価値があるからである。たとえば、薬草に関する知識、その他の植物利用知識、

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<sup>70</sup> <http://laws-lois.justice.gc.ca/eng/const/page-1.html>

<sup>71</sup> <http://laws-lois.justice.gc.ca/eng/const/>

<sup>72</sup> <http://laws-lois.justice.gc.ca/eng/acts/i-5/>

<sup>73</sup> <http://laws-lois.justice.gc.ca/eng/acts/F-11.8/>

<sup>74</sup> <http://laws-lois.justice.gc.ca/eng/acts/i-7/>

<sup>75</sup> <http://laws-lois.justice.gc.ca/eng/acts/i-6/>

<sup>76</sup> <http://laws-lois.justice.gc.ca/eng/const/>

<sup>77</sup> <http://www.biodivcanada.ca/default.asp?lang=En&n=936B63F8-1&offset=6&toc=show>

狩猟法・漁法に関する知識などは工業応用の可能性がある。

伝統的知識規制を導入し透明性で実施可能な制度で行うためには、相当な資金と多くの人的資源が必要となる。伝統的知識制度を導入しない場合には、先住民は現行方法を用いることができる。例えば、契約法を用いれば伝統的知識利用者とアクセスと利益配分を交渉によって決めることができる。当然、伝統的知識規制を除くことによって、アクセスと利益配分制度を簡便なものにすることができると思う。

カナダの名古屋議定書国内措置に伝統的知識制度の導入について次の3つの可能性が考えられた。今後これらのオプションについて意見を求め、政策決定に利用する。

- **オプション1：自主的制度とツール**

自主的ガイドラインやベストプラクティス、普及啓発、教育活動や、標準契約や秘密保持契約等のツールを利用する。

- **オプション2：自主的制度が支援する既存制度**

PIC/MAT や利益配分を義務化した既存制度の基で自主的な契約によって対処する。

- **オプション3：新制度創設**

アクセスと利益配分に特化した新法制度を連邦政府レベルあるいは地方政府レベルで導入する。新制度には伝統的知識に対する PIC/MAT や利益配分を義務化する。

<p><b>TITLE: Collections Development and Management Policy</b></p>	<p><b>題：コレクションの発展と管理に関する施策</b></p>
<p><b>I Policy Statement/Objective</b></p> <p>This policy defines the sustainable development and sound management of the collections, serving the legislated mandate of the Canadian Museum of Nature (CMN), and resulting in their long-term use.</p> <p>This policy is established In accordance with the Museums Act [1990,c.3], Sections 11 and 12 outlining the purpose, capacity and powers of the Canadian Museum of Nature in relation to the development and management of collections (see Appendix).</p>	<p><b>I 施策の方針／目的</b></p> <p>本施策は、カナダ自然博物館（CMN）の法による委任を果たし、長期の利用を可能にすべく、コレクションの持続的な発展及び健全な管理について規定したものである。</p> <p>本施策は、博物館法第 11、12 条に従って制定され、コレクションの発展と管理に関するカナダ自然博物館の目的、規模、権能を概説している（別添を参照）。</p>
<p><b>II Policy</b></p> <p><b>Definitions</b></p> <p><b>Collection</b> refers to a group of specimens with like characteristics or a common base of association (e.g., geographic, taxonomic, donor, discipline etc.) which may also include objects, documents and data under the care of the</p>	<p><b>II 方針</b></p> <p><b>定義</b></p> <p><b>コレクション</b>とは、特徴や共通の基盤を持つ集合体（例： 地理的、分類学的、提供者、分野）などを有する標本のグループを意味し、博物館の保護下にある物品や書類、データも含む。</p>

<p>Museum.</p> <p><b>Collection development</b> consists of any activity resulting in an addition to (acquisition) or deletion from (disposition) the collections in the course of moving toward established goals.</p> <p><b>Collection management</b> consists of activities or decisions that seek to exercise an appropriate balance between the use and preservation of collections as important scientific and educational resources.</p> <p><b>National Collection</b> refers to the permanent and primary collections of the CMN, constituted primarily of natural history scientific specimens.</p> <p><b>Nature Art Collection, Photo Collection and Historical Collection</b> refer to secondary collection programs of the Museum, including material culture artifacts, photos, and works of art in various media which demonstrate the works of humankind as inspired by the natural world, or reflect the history of the Museum as an institutional entity.</p> <p><b>Policy</b></p> <p><b>Development of the Collections:</b> The collecting function is at the core of</p>	<p><b>コレクションの発展</b>は、設定された目標へ向かう過程で、コレクションの追加（取得）あるいは削除（譲与）をもたらすあらゆる活動からなる。</p> <p><b>コレクションの管理</b>は、重要な科学及び教育資源としてのコレクションの、利用と保全の適切なバランスを図るための、活動あるいは意思決定からなる。</p> <p><b>国内コレクション</b>は、主に自然史科学標本からなる、CMN 常設の一次的なコレクションを意味する。</p> <p><b>自然芸術コレクション、写真コレクション、歴史的コレクション</b>は、自然界から着想を得た人類による作品を明示、あるいは組織団体としての博物館の歴史を反映した、様々な媒体での物質文化の人工物、写真、芸術品を含む、博物館の二次的なコレクションプログラムを意味する。</p> <p><b>方針</b></p> <p><b>コレクションの発展：</b> コレクションを行う機能は、博物館のビジネスの中心となり、継続して実行されるべき不可欠な要素である。コレクションは、当博物館の職員その他によって行われる研究の中心となる成果物である。これらは研究における、証拠に基づいた集合物及び文書である。</p>
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<p>museum business, an essential element which must be carried out on a sustained basis. The collections are a core product of research conducted by Museum personnel and others. They are the evidence-based assemblage and documentation of this research.</p> <p>The CMN National Collection is a body of scientific work, developed and preserved for purposes of research, study and for the dissemination of knowledge by means of publications, exhibitions, loans, communications and other museum programming.</p> <p>The Nature Art Collection, Photo Collection and the Historical Collection are holdings of material culture, developed and preserved for documenting and commemorating the history of the Museum and to demonstrate the inspirational role that the natural world plays for humankind. These collections are also used in publications, exhibitions, loans, communications and other museum programming.</p> <p>The Canadian Museum of Nature is committed to planned, systematic acquisition based on active search for material and resulting in balanced and</p>	<p>CMN の国内コレクションは、研究、調査目的で、また出版、展示、貸し出し、情報伝達及びその他の博物館のプログラムという手段による知識の普及目的で発展、保全された、科学研究の本体である。</p> <p>自然芸術コレクション、写真コレクション及び歴史的コレクションは、当博物館の歴史を文書化及び記念し、人類に対して着想を与える役割という自然界の役割を明示する目的で発展、保全された、物質文化の保有である。これらのコレクションは、出版、展示、貸し出し、情報伝達及びその他の博物館のプログラムでも用いられる。</p> <p>カナダ自然博物館は、物質の能動的な探索に基づいて計画された、系統だった取得に貢献し、バランスが取れて、文書で十分に裏付けられたコレクションをもたらしている。</p> <p>CMN は、国及び現代、歴史上、先史時代の地理的領域の自然史を書類化し説明するために、他の博物館やコレクションの所蔵と協力している。CMN は、カナダに生息する、生息していた、あるいは関連すると考えられる植物、動物、地質学的及び古生物学的標本、及び自然界の科学的な記録を説明し、促進させる他の証拠となるものを中心に、それ以外の物についても、世界</p>
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<p>well documented collections.</p> <p>CMN collaborates with other museums and collection repositories, to document and represent the natural history of the country and its geographic area in modern, historic and prehistoric eras.</p> <p>The CMN develops collections pertaining to the natural history of the world, with particular but not exclusive emphasis on the flora, fauna and geological and palaeontological specimens which inhabit, have inhabited, or may otherwise be associated with Canada, and other evidence which informs and advances the scientific record of the natural world.</p> <p>Acquisitions must be proposed and be accompanied by supporting documentation in accordance with criteria established to guide the acquisition process.</p> <p>All specimens acquired for the National Collections are subject to review and the approval of the President and Chief Executive Officer of the Canadian Museum of Nature or designated authority.</p> <p>This material is held by the CMN in public trust.</p> <p><b><i>Management of CMN Collections.</i></b></p>	<p>の自然史に関するコレクションを発展させる。</p> <p>取得に際しては、取得過程を指南するために確立された基準に従い、解説文書とともに提案されなければならない。</p> <p>国内コレクションのために取得された標本はすべて審査を受け、カナダ自然博物館の館長及び最高責任者あるいは指名された権威者の承認を得ることになっている。</p> <p>資料は、公益信託において、CMNにより保有される。</p> <p><b>CMN コレクションの管理</b></p> <p>国内コレクションは、過去及び現在における種の多様性と分布についての恒久的な記録の一部、及び天然現象の時系列での記録となる。コレクションは、博物館で働いた、あるいは科学分野で専門性を発揮した科学者及び専門家職員による研究プログラムにおいて、補強的な証拠となる。</p> <p>コレクションの利用及び取扱いに関する決定（標本の破壊サンプリングを含む）は耐久性及び保存の法則に従う。</p> <p>自然芸術、写真及び歴史的コレクショ</p>
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<p>The National Collection is meant to be part of a permanent record of the variety and distribution of species past and present, and a record of natural processes and events through time. The collection is the corroborating evidence of research programs by scientific and curatorial experts who have either worked for the museum or have demonstrated expertise in their scientific fields.</p> <p>Decisions regarding the use and care of collections (up to and including destructive sampling of a specimen) will be guided by the principles of permanence and preservation.</p> <p>Nature Art, Photos and Historical Collections are managed by the same principles of permanence and preservation. Their use is meant to demonstrate or inspire affinity with the natural world and to provide a supplementary means to engage audiences composed primarily of the general public.</p> <p>The CMN adheres to the Canadian Museums Association Ethical Guidelines and the International Council of Museums Code of Professional Ethics (Chapter II, Articles 3 and 4).</p>	<p>ンは、同じ耐久性及び保存の原則に従う。これらの利用は、自然界との親和性を論証あるいは引き起こし、主に一般人からなる聴衆を引き込むための補足的な手段を提供するためになされる。</p> <p>CMN はカナダ博物館連合倫理指針及び国際博物館会議（ICOM）倫理規定（第 2 章、第 3 条及び 4 条）を忠実に実行する。</p>
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<b>III</b> <b>Date Issued:</b> January 2010  <b>Amendment Date:</b> February 2015	<b>Ⅲ 発行日時：</b> 2010 年 1 月  <b>修正日時：</b> 2015 年 2 月
<b>IV</b>  <p style="text-align: center;"><b>Approval / 承認</b></p> <hr style="width: 20%; margin: 20px auto;"/> <p style="text-align: center;">Margaret Beckel President and CEO/ Présidente-directrice général 館長、最高責任者</p>	
<b>V          Policy Review</b>  <b>Responsibility :</b> Vice President, Research and Collections  <b>Frequency :</b> 5-years	<b>V 政策評価</b>  <b>責任者：</b> 副館長 研究及びコレクション  <b>頻度：</b> 5 年
<b>VI          Appendix</b>  The Museums Act : <a href="http://laws-lois.justice.gc.ca/eng/acts/M-13.4/page-4.html#h-8">http://laws-lois.justice.gc.ca/eng/acts/M-13.4/page-4.html#h-8</a>  Collections Transactions ICOM Code of Ethics: <a href="http://icom.museum/the-vision/code-of-ethics/">http://icom.museum/the-vision/code-of-ethics/</a>	<b>VI 別添</b>  博物館法 : <a href="http://laws-lois.justice.gc.ca/eng/acts/M-13.4/page-4.html#h-8">http://laws-lois.justice.gc.ca/eng/acts/M-13.4/page-4.html#h-8</a>  コレクション取引 ICOM 倫理規定 : <a href="http://icom.museum/the-vision/code-of-ethics/">http://icom.museum/the-vision/code-of-ethics/</a>

CMA Ethical Guidelines: <a href="http://www.museums.ca/Publications/Reports_and_Guidelines/?n=15-23">http://www.museums.ca/Publications/Reports_and_Guidelines/?n=15-23</a>	CMA 倫理指針 <a href="http://www.museums.ca/Publications/Reports_and_Guidelines/?n=15-23">http://www.museums.ca/Publications/Reports_and_Guidelines/?n=15-23</a>
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## Collection Acquisition Guidelines for Research Services

### 研究サービスのための、コレクション取得ガイドライン

<p>All material accepted into the Canadian Museum of Nature's scientific, nature art and photographic collections has to go through a formal acquisition process. The purpose of the formal process is to protect the CMN and to ensure that the materials add value to the collections. Only after an Acquisition Number has been assigned can the material be catalogued and assigned collection catalogue numbers or botanical accession numbers.</p> <p>It can take a few days to obtain all of the necessary documentation and signatures required to complete the acquisition process. Much of the new collection material (especially for the scientific collections) comes through Research Services, either by field collection or as gifts from colleagues in other institutions. Collections Services staff fill in the forms and guide them through the process, calling on others (including Research) for assistance when necessary. These guidelines should help facilitate the process and prevent unnecessary delays.</p> <p>Please provide the following information and documents to Collection Services staff when offering material to the collections:</p> <ol style="list-style-type: none"><li>1. Source: The complete name, address, telephone and fax numbers and email address of the donor,</li></ol>	<p>カナダ自然博物館の科学、自然芸術、写真コレクションに受け入れる素材はすべて、公式な取得手続きを経なければならない。公式な手続きの目的は、CMNを守り、また当該素材がコレクションの価値を高めることを保証することである。当該素材は、取得番号が付与された後はじめて目録に掲載され、コレクション目録番号と植物登録番号が付与される。</p> <p>取得手続きを完了するのに必要なすべての書類や署名を得るのには、数日を要する。新たなコレクション素材（特に科学コレクション）の多くは現場での収集又は他の機関の同業者からの寄贈により、研究サービスを通じてなされる。コレクションサービス部署の職員は申請書に記入して手続きの進行を案内し、必要があれば他者（研究も含む）に助けを求める。本ガイドラインは手続きを促進し、不必要な遅れを防ぐのを助けなければならない。</p> <p>素材をコレクションに提供する際には、以下の情報及び書類をコレクションサービス部署の職員に提出してください。</p> <ol style="list-style-type: none"><li>1. 調達元：CMN職員を含め、提供者の氏名、住所、電話及びファックス番号、電子メールアドレス。</li><li>2. 記載：標本／種のおおよその数を含め</li></ol>
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<p>including CMN staff.</p> <p>2. Description: A very brief (one or two sentence) description of the material, including the approximate number of specimen/species lots. An attached itemized list of identified specimens is a bonus.</p> <p>3. Rationale for acceptance: Why is this material important to the CMN's collections? How does it add value? (e.g., supports a current or future research project)</p> <p>4. Legal title transfer: Not required for material collected by CMN staff in the field. However, any donations or exchanges require a legal title transfer. The best form is a Deed of Gift. This is a formal, legal document signed by the donor under legal seal and witnessed. (Deeds of Gift are prepared by the Registration Section; please contact Peter or Nancy if you need one prepared.) For scientific specimens a letter or email is usually sufficient provided that it clearly states that the donor is the legal owner and is giving the material to the Canadian Museum of Nature as an unencumbered gift or donation.</p> <p>a. Note 1: Donations for a tax receipt (from Canadian tax payers only) require a Deed of Gift.</p> <p>b. Note 2: If the Source is not the legal owner or does not have the authority to transfer title, a signed statement is required from the legal owner giving the Source the power to act on his/her behalf.</p> <p>5. Permits: Collecting and transportation (e.g., import/export, CITES) permits. Include originals if possible or clear copies.</p> <p>Once this information and documentation is</p>	<p>た、素材についてのごく簡単な（1～2文での）説明。附属の特定標本の項目別リストは追加である。</p> <p>3. 受け入れ理由： なぜこの素材がCMNのコレクションにとって重要なのか。どのようにコレクションの価値を高めるか。 （例： 現在又は将来の研究プロジェクトを支援する）</p> <p>4. 法的所有権の移転： CNM職員が現場で採取した素材については不要だが、寄贈や交換については法的所有権の移転が必要である。譲渡証書の形式が最良である。これは立ち会いのもと、実印及び提供者の署名がされた公式な法的文書となる。（譲渡証書は登録セクションが準備する； 必要な際はPeter又はNancyに連絡してください。）科学標本については、提供者が適法な所有者で、当該素材を負担のない寄付又は寄贈としてカナダ自然博物館に提供する場合には、通常は手紙又は電子メールのみで十分である。</p> <p>a. 注1： 税金徴収証明書（カナダの納税者のみ）のための寄付には、譲渡証書が必要である。</p> <p>b. 注2： （1.の）調達元が適法な所有者でない、又は権利の移転権限を有していない場合、適法な所有者による、調達元に代理権を授与する旨の署名のある書面が必要である。</p> <p>5. 許可証： 採取及び移転の許可証（例： 輸入／輸出、CITES）。可能であれば原本、又は鮮明なコピーを含む。</p> <p>情報及び書類が提供されたら、コレクションサービス部署の職員は、コレクション取得提出書式に記入し、推薦署名を得て、承</p>
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<p>obtained, Collection Services staff fill in the Collection Acquisition Submission Form, obtain recommendation signatures and submit it for approval. The Director of Collection Services has been delegated to approve all collection acquisitions, although, rarely, the CEO will approve an acquisition. Once the acquisition is approved, Registration assigns an Acquisition Number to the transaction and Collection Services staff can assign catalogue numbers or botanical accession numbers to the specimens.</p>	<p>認を得るために提出する。コレクションサービス部署の長はすべてのコレクション取得の承認を委託されているが、稀に、最高経営責任者が取得を承認することもある。取得が承認されたら、登録セクションは当該取引に取得番号を付与し、コレクションサービス部署の職員は、標本に目録番号又は植物登録番号を付与することができる。</p>
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EXECUTIVE SUMMARY	要旨
<p>The Code of Ethics of the International Society of Ethnobiology (ISE) reflects the vision of the Society and provides a framework for decision-making and conduct for ethnobiological research and related activities. The goals are to facilitate ethical conduct and equitable relationships, and foster a commitment to meaningful collaboration and reciprocal responsibility by all parties. The Code of Ethics is a living document that will adapt over time to meet changing understandings and circumstances. All Members of the ISE are bound in good faith to abide by the Code of Ethics as a condition of membership.</p> <p>The Code of Ethics is comprised a Preamble, Purpose, 17 Principles, 12 Practical Guidelines and a Glossary of Terms. The Principles include:</p> <ul style="list-style-type: none"> <li>・ Prior Rights and Responsibilities</li> <li>・ Self-Determination</li> <li>・ Inalienability</li> <li>・ Traditional Guardianship</li> <li>・ Active Participation</li> <li>・ Full Disclosure</li> <li>・ Educated Prior Informed Consent</li> <li>・ Confidentiality</li> </ul>	<p>国際民族生物学会（ISE）の倫理規定は、当学会の構想を反映しており、民族生物学の研究や関連活動における意思決定及び実施の枠組みを提供している。道義的行為及び公正な関係を促進し、有意義な共同研究への参加、及びすべての当事者による相互の責任を育成することが目標である。本倫理規定は随時更新され、理解や状況の変化に合うよう徐々に対応させていく。ISEのすべての会員は、会員の条件として本倫理規定に誠実に従うことを約束する。</p> <p>本倫理規定は、前文、目的、17の原則、12の実践ガイドライン、用語集からなる。原則には、以下が含まれる：</p> <ul style="list-style-type: none"> <li>・ 事前の権利及び責任</li> <li>・ 自己決定</li> <li>・ 不可分性</li> <li>・ 伝統的な後見</li> <li>・ 積極的参加</li> <li>・ 全情報開示</li> <li>・ 知識に基づく事前合意</li> <li>・ 秘密保持</li> <li>・ 敬意</li> <li>・ 能動的な保護</li> <li>・ 予防措置</li> </ul>

<sup>78</sup> International Society of Ethnobiology (2006). ISE Code of Ethics (with 2008 additions). Online: <http://ethnobiology.net/code-of-ethics/>

<ul style="list-style-type: none"> <li>・ Respect</li> <li>・ Active Protection</li> <li>・ Precaution</li> <li>・ Reciprocity, Mutual Benefit and Equitable Sharing</li> <li>・ Supporting Indigenous Research</li> <li>・ The Dynamic Interactive Cycle</li> <li>・ Remedial Action</li> <li>・ Acknowledgement and Due Credit</li> <li>・ Diligence</li> </ul> <p>The fundamental value underlying the Code of Ethics is the concept of mindfulness – a continual willingness to evaluate one's own understandings, actions, and responsibilities to others. The Code of Ethics acknowledges that biological and cultural harms have resulted from research undertaken without the consent of Indigenous peoples. It affirms the commitment of the ISE to work collaboratively, in ways that: support community-driven development of Indigenous peoples' cultures and languages; acknowledge Indigenous cultural and intellectual property rights; protect the inextricable linkages between cultural, linguistic and biological diversity; and contribute to positive, beneficial and harmonious relationships in the field of ethnobiology.</p> <p>The Code of Ethics applies to all research, collections, databases, publications, images, audio or video recordings, or other products of research and related activities undertaken, especially that which concerns collation and use of traditional knowledge or collections of flora, fauna, or other elements of biocultural heritage found on community lands or</p>	<ul style="list-style-type: none"> <li>・ 相互関係、相互利益及び公正な配分</li> <li>・ 土着の研究の支援</li> <li>・ 動的かつ相互作用的なサイクル</li> <li>・ 是正措置</li> <li>・ 謝辞及び功績の認知</li> <li>・ 勤勉</li> </ul> <p>本倫理規定に内在する根本的な価値は、気遣いの概念、すなわち他者に対する理解、行動、責任を評価する継続的な意欲である。本倫理規定では、生物学的及び文化的損害は、土着の人々の合意なく行われる研究に起因すると認識している。本規定は、ISEが以下のような方法で協力的に取り組むことを支持している；コミュニティが引き起こす、土着の人々の文化及び言語の発展を支援；土着の文化や知的財産権を承認；文化的、言語的、生物的多様性の間の切り離せない繋がりを保護；民族生物学の分野における、積極的で有益で調和的な関係への貢献。</p> <p>本倫理規定はすべての研究、コレクション、データベース、出版物、画像、音声又は録画、その他研究に関連する製品、関連する活動、特に伝統的知識又は動植物、その他コミュニティの土地又は領土で発見された生物文化遺産の要素の照合及び利用に適用される。</p> <p>原則及び実践ガイドラインは、伝統的資源の権利の概念に基づいており、国内外の法や政策、慣習によって設定された基準の遵守を促進している。また、伝統及び慣習法、手続き、共同研究が提案されたコミュニティ内に存在する方法論を</p>
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<p>territories.</p> <p>The Principles and Practical Guidelines are based on the concept of traditional resource rights. They facilitate compliance with the standards set by national and international law and policy and customary practice. They recognize traditional and customary laws, protocols, and methodologies extant within the communities where collaborative research is proposed. They are intended to support and enable but not override community-level processes and decision-making structures, recognizing that Indigenous, traditional or local peoples conducting research within their own communities, for their own uses, may need to comply with their own cultural protocols and practices. In the event of inconsistency between such local requirements and the ISE Code of Ethics, all parties involved are encouraged to work collaboratively to develop appropriate practices.</p>	<p>評価している。これらはコミュニティレベルでの作業や意思決定の構造を支持し、可能にするが、それらを覆すものではなく、コミュニティ内で自らの目的のために研究を行う土着の、伝統的な、地元の人々は、彼らの文化的な手続きや習慣に従う必要があるかもしれないことを認識している。このような地元の要請とISE倫理規範が矛盾する際には、関係するすべての当事者らは協力して適切な手法を開発するよう推奨される。</p>
<p><b>ISE CODE OF ETHICS</b></p> <p><i>This Code of Ethics was adopted by the ISE membership at the 10th International Congress of Ethnobiology, Chiang Rai, Thailand, 8 November 2006, subject to the addition of an Executive Summary and Glossary of Terms. The two additions were adopted at the 11th International Congress of Ethnobiology, Cusco, Peru, 26 June 2008. This constitutes the complete and most current version of the ISE Code of Ethics.</i></p> <p>The Code of Ethics of the International Society of Ethnobiology (ISE) provides a framework for decision-making and conduct for ethnobiological</p>	<p><b>ISE倫理規定</b></p> <p>本倫理規範は、タイのチェンライで行われた第10回国際会議において2006年11月8日、要旨と用語集の追加を対象として、ISE会員によって承認された。これらの追加はペルーのクスコで行われた第11回国際会議において2008年6月26日に採択された。これは、ISE倫理規定の完全な最新版である。</p> <p>国際民族生物学会（ISE）倫理規定は、民族生物学の研究及び関連活動の実行及び意思決定のための枠組みを提供している。本倫理規定は、（ブラジルのベレンにおける）1998年の国際民族生物学</p>

<p>research and related activities. This Code of Ethics has its origins in the Declaration of Belém agreed upon in 1988 at the Founding of the International Society of Ethnobiology (in Belém, Brazil). It has been developed over the course of more than a decade and is the culmination of a series of consensus-based fora and discussion processes involving the ISE Membership.</p> <p>The Code of Ethics is comprised of five parts: (i) Preamble, (ii) Purpose, (ii) Principles, (iv) Practical Guidelines, and (iv) Glossary of Terms. The Code of Ethics reflects the vision of the ISE as stated in Article 2.0 of the ISE Constitution:</p> <p><i>The ISE is committed to achieving a greater understanding of the complex relationships, both past and present that exist within and between human societies and their environments. The Society endeavors to promote a harmonious existence between humankind and the Bios for the benefit of future generations. Ethnobiologists recognize that Indigenous peoples, traditional societies, and local communities are critical to the conservation of biological, cultural and linguistic diversity.</i></p> <p>All Members of the ISE are bound in good faith to abide by the Code of Ethics as a condition of membership.</p>	<p>会設立時に合意されたベレン宣言がその起源である。そこから10年以上かけて発展し、現在はISE会員らによる同意に基づいた公開討論及び議論の過程の極みにある。</p> <p>本倫理規定は、(i)前文、(ii)目的、(iii)原則、(iv)実践ガイドライン、(v)用語集、という5つの部からなる。本倫理規定は、ISE規約の第2条に述べられているISEの構想を反映している。</p> <p><i>ISEは、人間社会とその環境内及び両者の間で過去と現在に存在する複雑な関係について、より理解をするために専心している。同会は将来世代の利益のために、人類と生物の間の調和的な存在を促進すべく努めている。民族生物学者は、土着の人々、伝統的社会、及び地元コミュニティが生物、文化、言語の多様性に重要であることを認識している。</i></p> <p>ISEのすべての会員は、会員の条件として本倫理規定に誠実に従うことを約束する。</p>
<p><b>PREAMBLE</b></p> <p>The concept of ‘mindfulness’ is an important value embedded in this Code, which invokes an obligation to be fully aware of one’s knowing and unknowing,</p>	<p><b>前文</b></p> <p>「気遣い」の概念は、自らが知っていることと知らないこと、していることとしていないこと、活動していることとして</p>

<p>doing and undoing, action and inaction.</p> <p>It is acknowledged that much research has been undertaken in the past without the sanction or prior informed consent of Indigenous peoples, traditional societies and local communities and that such research has caused harm and adversely impacted their rights and responsibilities related to biocultural heritage.<sup>79</sup></p> <p>The ISE is committed to working in genuine partnership and collaboration with Indigenous peoples, traditional societies and local communities to avoid perpetuating these past injustices and build towards developing positive, beneficial and harmonious relationships in the field of ethnobiology.</p> <p>The ISE recognises that culture and language are intrinsically connected to land and territory, and cultural and linguistic diversity are inextricably linked to biological diversity. Therefore, the ISE recognizes the responsibilities and rights of Indigenous, traditional and local peoples to the preservation and continued development of their cultures and languages and to the control of their lands, territories and traditional resources as key to the perpetuation of all forms of diversity on Earth.</p>	<p>いないことを十分に認識する義務を思い起こさせるものとして、本規定に組み込まれた重要な価値である。</p> <p>過去には制裁措置や事前合意なしに土着の人々、伝統的社会、及び地元コミュニティとの研究がなされ、そうした研究は生物文化遺産に関連する彼らの権利や責任に害悪や悪影響を与えてしまったことが認識されている。<sup>1</sup></p> <p>ISEは、土着の人々、伝統的社会、及び地元コミュニティと真のパートナーシップと協同のもと、過去の不正の長期化を防ぎ、民族生物学の分野において積極的で有益で調和的な関係を築くことに専心している。</p> <p>ISEは、文化及び言語は、土地や領土と本質的に繋がっており、文化・言語の多様性は生物多様性と密接な関係にあることを認識している。したがって、ISEは、土着の、伝統的な、地元の人々の文化や言語の保全及び継続した発展、そして土地・領土・伝統的資源の管理に係る彼らの権利及び責任が、地球上のあらゆる形態の多様性を存続させる鍵であると認識している。</p>
<p><b>PURPOSE</b></p> <p>The Purpose of this Code of Ethics is to facilitate establishing ethical and equitable relationships:</p> <p>i. to optimise the positive outcomes and reduce as much as possible the adverse effects of research (in</p>	<p><b>目的</b></p> <p>本倫理規定の目的は、倫理的で公正な関係構築の促進である：</p> <p>i. 前向きな結果を最大限に利用し、また土着の人々、伝統的社会、及び地元コ</p>

<sup>79</sup> See Glossary of Terms for a definition of biocultural heritage. / 生物文化遺産の定義は、用語集を参照

<p>all its forms, including applied research and development work) and related activities of ethnobiologists that can disrupt or disenfranchise Indigenous peoples, traditional societies and local communities from their customary and chosen lifestyles; and</p> <p>ii. to provide a set of principles and practices to govern the conduct of all Members of the ISE who are involved in or proposing to be involved in research in all its forms, especially that concerning collation and use of traditional knowledge or collections of flora, fauna, or any other element of biocultural heritage found on community lands or territories.</p> <p>The ISE recognises, supports and prioritises the efforts of Indigenous peoples, traditional societies and local communities to undertake and own their research, collections, images, recordings, databases and publications. This Code of Ethics is intended to enfranchise Indigenous peoples, traditional societies and local communities conducting research within their own society, for their own use.</p> <p>This Code of Ethics also serves to guide ethnobiologists and other researchers, business leaders, policy makers, governments, nongovernment organisations, academic institutions, funding agencies and others seeking meaningful partnerships with Indigenous peoples, traditional societies and local communities and thus to avoid the perpetuation of past injustices to these peoples. The ISE recognises that, for such partnerships to succeed, all relevant research activities (i.e., planning, implementation, analysis, reporting, and</p>	<p>コミュニティが選択し、習慣となっている生活様式を破壊し、奪う可能性のあるような民族生物学の（応用研究開発も含むすべての形態の）研究及び関連活動の悪影響を可能な限り減らす；</p> <p>ii. あらゆる形態の研究を行っている、あるいは行おうと計画しているすべてのISEの会員、特に伝統的知識の採取と利用、動植物やコミュニティの土地又は領土で発見された生物文化遺産の他の要素の採取に関わる者に対し、一連の原則と行動を管理する実践法を提供する。</p> <p>ISEは、土着の人々、伝統的社会、及び地元コミュニティが研究を行い、コレクション、画像、録音、データベース、出版物を所有することを認識し、支持、優先させている。本倫理規定は、土着の人々、伝統的社会、及び地元コミュニティが自らの社会の中で、自らのために研究を行えるようにしている。</p> <p>本倫理規定は、土着の人々、伝統的社会、及び地元コミュニティと有意義なパートナーシップを求め、よって彼らへの過去の不正の長期化を防ごうとしている民族生物学者及び他の研究者、ビジネスリーダー、政策立案者、政府、非政府組織、学術機関、資金提供機関その他に対する指針ともなる。ISEは、これらのパートナーシップが成功するためには、全ての関連する研究活動（すなわち計画、実行、分析、報告、結果の応用）が協力的であるべきだと認識している。土着の人々、伝統的社会、及び地元コミュニティ</p>
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<p>application of results) must be collaborative. Consideration must be given to the needs of all humanity, and to the maintenance of robust scientific standards, whilst recognizing and respecting the cultural integrity of Indigenous peoples, traditional societies and local communities.</p> <p>A commitment to meaningful collaboration and reciprocal responsibility by all parties is needed to achieve the purpose of this Code of Ethics and the objectives of the ISE.</p> <p>This Code of Ethics recognizes and honors traditional and customary laws, protocols, and methodologies extant within the communities where collaborative research is proposed. It should support and enable but not override such community-level processes and decision-making structures. It should facilitate the development of community-centered, mutually-negotiated research agreements that serve to strengthen community goals.</p>	<p>ィの文化的な統合を認識し敬意を払う一方で、すべての人類のニーズ、及び頑強な科学の標準の維持に配慮が必要である。</p> <p>本倫理規定の目的及びISEの目標達成のために、有意義な共同研究及びすべての当事者による相互の責任が必要である。</p> <p>本倫理規定は、共同研究を提案するコミュニティ内に存する伝統的及び習慣的な法、手続き、方法論を認識し、敬意を払っている。本規定はこれらコミュニティレベルの手続きや意思決定の構造を支持し、可能にするが、覆したりはしない。コミュニティの目標を強化する、コミュニティ中心で相互の交渉による合意の発展を促進しなければならない。</p>
<p><b>PRINCIPLES</b></p> <p>The Principles of this Code embrace, support, and embody the concept and implementation of traditional resource rights<sup>80</sup> as articulated in established principles and practices of international instruments and declarations including, but not limited to, those documents referred to in Annex 2 of the ISE Constitution. The Principles also facilitate compliance with the standards set by national and international law and policy and customary practice. The following Principles are the fundamental assumptions that form this Code of Ethics.</p>	<p><b>原則</b></p> <p>本規則の原則は、ISE規約の別添2で述べた書類を含むが、それらに限らない国際文書及び宣言で定められた原則及び実施に明記されている、伝統的資源に関する権利の概念及び実現を包含、支持、具現化している。本原則は、国内外の法や政策、習慣において定められた基準の遵守も促進している。以下の原則は、本倫理規定を形成する根本的な前提である。</p> <p><b>1. 事前の権利及び責任の原則</b></p>

<sup>80</sup> See Glossary of Terms for a definition of traditional resources rights. / 伝統的資源に関する権利の定義は、用語集を参照

<p><b>1. Principle of Prior Rights and Responsibilities</b></p> <p>This principle recognises that Indigenous peoples, traditional societies, and local communities have prior, proprietary rights over, interests in and cultural responsibilities for all air, land, and waterways, and the natural resources within them that these peoples have traditionally inhabited or used, together with all knowledge, intellectual property and traditional resource rights associated with such resources and their use.</p> <p><b>2. Principle of Self-Determination</b></p> <p>This principle recognises that Indigenous peoples, traditional societies and local communities have a right to self-determination (or local determination for traditional and local communities) and that researchers and associated organisations will acknowledge and respect such rights in their dealings with these peoples and their communities.</p> <p><b>3. Principle of Inalienability</b></p> <p>This principle recognises the inalienable rights of Indigenous peoples, traditional societies and local communities in relation to their traditional territories and the natural resources (including biological and genetic resources) within them and associated traditional knowledge. These rights are collective by nature but can include individual rights. It shall be for Indigenous peoples, traditional societies and local communities to determine for themselves the nature, scope and alienability of their respective resource rights regimes.</p> <p><b>4. Principle of Traditional Guardianship</b></p> <p>This principle recognises the holistic</p>	<p>この原則は、土着の人々、伝統的社会、及び地元コミュニティは、彼らが伝統的に居住あるいは利用してきたすべての空気、土地、水路、天然資源による利益や文化的責任について、これら資源とその利用に関連するすべての知識、知的所有権及び伝統的資源とともに、優先した所有権を有することを認めている。</p> <p><b>2. 自己決定の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティが自己決定権（又は伝統的・地域コミュニティのための地域での決定権）を有しており、研究者及び関連する機関は、彼ら及びコミュニティとの取引において、これらの権利を認識し敬意を払うべきであることを認めている。</p> <p><b>3. 不可分性の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティの有する、伝統的領土及び領土内の天然資源（生物・遺伝資源を含む）、関連する伝統的知識について不可分の権利を認めている。これらの権利は生来集合体であるが、個々の権利をも含んでいる。土着の人々、伝統的社会、及び地元コミュニティのために、個々の資源に関する権利の体制について、性質、範囲、不可分性を自ら決定する</p> <p><b>4. 伝統的な後見の原則</b></p> <p>この原則は、我々の神聖なる地球の生態系と人類の間の全体的な相互関連性を認め、土着の人々、伝統的社会、及び地</p>
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<p>interconnectedness of humanity with the ecosystems of our Sacred Earth and the obligation and responsibility of Indigenous peoples, traditional societies and local communities to preserve and maintain their role as traditional guardians of these ecosystems through the maintenance of their cultures, identities, languages, mythologies, spiritual beliefs and customary laws and practices, according to the right of self-determination.</p> <p><b>5. Principle of Active Participation</b></p> <p>This principle recognises the crucial importance of Indigenous peoples, traditional societies and local communities to actively participate in all phases of research and related activities from inception to completion, as well as in application of research results. Active participation includes collaboration on research design to address local needs and priorities, and prior review of results before publication or dissemination to ensure accuracy of information and adherence to the standards represented by this Code of Ethics.</p> <p><b>6. Principle of Full Disclosure</b></p> <p>This principle recognises that Indigenous peoples, traditional societies and local communities are entitled to be fully informed about the nature, scope and ultimate purpose of the proposed research (including objective, methodology, data collection, and the dissemination and application of results). This information is to be given in forms that are understood and useful at a local level and in a manner that takes into consideration the body of knowledge, cultural preferences and modes of transmission of these peoples and communities.</p>	<p>元コミュニティが、自己決定権に従い、彼らの文化やアイデンティティ、言語、伝承、精神的信仰、慣習法や習慣を通じて、これら生態系の伝統的な後見人としての役割を保全・維持する義務と責任を有することを認めている。</p> <p><b>5. 積極的参加の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティが、研究及び関連活動の開始から完了まで、及び研究結果の応用と、あらゆる段階において積極的に参加することの決定的な重要性を認めている。積極的参加には、地域のニーズや優先事項に取り組むための研究設計の共同作業、結果の公開前の優先的な審理、情報の正確性や本倫理規定で示された基準の遵守を確実にするための普及活動も含まれる。</p> <p><b>6. 全情報開示の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティは、提案された研究（目的、方法、データ収集、普及、結果の応用を含む）の性質、範囲、究極の目的に関して、すべての情報を得る権利を有することを認めている。これらの情報は、地域レベルで理解可能かつ役に立つ形式で、彼らの知識体系、文化的嗜好、伝達様式を考慮した方法でなされなければならない。</p> <p><b>7. 知識に基づく事前合意の原則</b></p> <p>知識に基づく事前合意は、あらゆる研究が行われる前に、コミュニティの統治構造の決定により、個人、及び集団のレベ</p>
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## 7. Principle of Educated Prior Informed Consent

Educated prior informed consent must be established before any research is undertaken, at individual and collective levels, as determined by community governance structures. Prior informed consent is recognised as an ongoing process that is based on relationship and maintained throughout all phases of research. This principle recognises that prior informed consent requires an educative process that employs bilingual and intercultural education methods and tools, as appropriate, to ensure understanding by all parties involved. Establishing prior informed consent also presumes that all directly affected communities will be provided complete information in an understandable form regarding the purpose and nature of the proposed programme, project, study or activities, the probable results and implications, including all reasonably foreseeable benefits and risks of harm (be they tangible or intangible) to the affected communities. Indigenous peoples, traditional societies and local communities have the right to make decisions on any programme, project, study or activities that directly affect them. In cases where the intentions of proposed research or related activities are not consistent with the interests of these peoples, societies or communities, they have a right to say no.

## 8. Principle of Confidentiality

This principle recognises that Indigenous peoples, traditional societies and local communities, at their sole discretion, have the right to exclude from publication and/or to have kept confidential any information concerning their culture, identity, language, traditions, mythologies, spiritual beliefs or genomics. Parties to the research have a

ルで成立させなければならない。事前合意は、関係性に基づいて研究のすべての段階を通じて維持される、進行中のプロセスとして認識されている。この原則は、事前合意には、関係するすべての当事者の理解を確実にするため、必要に応じて二か国語による異文化教育の方法やツールを用いた教育的な過程を要することを認めている。事前合意の成立により、直接に影響を受けるコミュニティは、提案されたプログラムやプロジェクト、研究あるいは活動、合理的に予見できるすべての利益と危険性（有形であれ無形であれ）を含め、当該コミュニティに起こりうる結果や影響の目的及び性質に関し、理解可能な形式で提供されると推測される。土着の人々、伝統的社会、及び地元コミュニティは、彼らに直接影響を与えるすべてのプログラムやプロジェクト、研究あるいは活動について決定権を有する。提案された研究あるいは関連活動が彼らや彼らの社会、コミュニティの利益に合致しない場合、彼らは拒否権を有する。

## 8. 秘密保持の原則

この原則は、土着の人々、伝統的社会、及び地元コミュニティは、独自の裁量で、彼らの文化、アイデンティティ、言語、伝統、伝承、精神的信仰又は遺伝子に関するあらゆる情報を公開しない及び／あるいは秘密を保持する権利を有すると認めている。研究を行う当事者らは、特に神聖な秘密の知識に関し、知識管理及び地域革新のための地域システムを知り、従うことに責任を負う。さら

<p>responsibility to be aware of and comply with local systems for management of knowledge and local innovation, especially as related to sacred and secret knowledge. Furthermore, such confidentiality shall be guaranteed by researchers and other potential users. Indigenous peoples, traditional societies and local communities also have the rights to privacy and anonymity, at their discretion.</p> <p><b>9. Principle of Respect</b></p> <p>This principle recognises the necessity for researchers to respect the integrity, morality and spirituality of the culture, traditions and relationships of Indigenous peoples, traditional societies, and local communities with their worlds.</p> <p><b>10. Principle of Active Protection</b></p> <p>This principles recognises the importance of researchers taking active measures to protect and to enhance the relationships of Indigenous peoples, traditional societies and local communities with their environment and thereby promote the maintenance of cultural and biological diversity.</p> <p><b>11. Principle of Precaution</b></p> <p>This principle acknowledges the complexity of interactions between cultural and biological communities, and thus the inherent uncertainty of effects due to ethnobiological and other research. The precautionary principle advocates taking proactive, anticipatory action to identify and to prevent biological or cultural harms resulting from research activities or outcomes, even if cause-and-effect relationships have not yet been scientifically proven. The prediction and assessment of such biological and cultural harms must include</p>	<p>に、このような秘密保持は研究者及び他の潜在的な利用者により保証されなければならない。また土着の人々、伝統的社会、及び地元コミュニティは、独自の裁量で、プライバシーや匿名性に関する権利も有する。</p> <p><b>9. 敬意の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティと世界との関係や文化、伝統における品位、倫理観、精神性に対し、研究者が敬意を払う必要性を認めている。</p> <p><b>10. 能動的な保護の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティと環境との関係を保護・拡大し、その結果、文化及び生物の多様性維持を促進すべく、研究者が能動的な保護措置を採る重要性を認めている。</p> <p><b>11. 予防措置の原則</b></p> <p>この原則は、文化及び生物コミュニティの相互作用の複雑性、ひいては民族生物学及び他の研究による効果に内在する不確実性を認識している。予防措置の原則で、研究活動や結果による生物的又は文化的害悪を特定し防ぐため、因果関係がいまだ科学的に証明されていなくても、事前に結果を予期しての行動を推奨している。生物的又は文化的害悪の予想及び評価は、地域の基準及び指標を包含し、よって土着の人々、伝統的社会、及び地元コミュニティも全面的に関与させなければならない。ここには外部又は</p>
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<p>local criteria and indicators, thus must fully involve indigenous peoples, traditional societies, and local communities. This also includes a responsibility to avoid the imposition of external or foreign conceptions and standards.</p> <p><b>12. Principle of Reciprocity, Mutual Benefit and Equitable Sharing</b></p> <p>This principle recognises that Indigenous peoples, traditional societies, and local communities are entitled to share in and benefit from tangible and intangible processes, results and outcomes that accrue directly or indirectly and over the shorter and longer term for ethnobiological research and related activities that involve their knowledge and resources. Mutual benefit and equitable sharing will occur in ways that are culturally appropriate and consistent with the wishes of the community involved.</p> <p><b>13. Principle of Supporting Indigenous Research</b></p> <p>This principle recognizes and supports the efforts of Indigenous peoples, traditional societies, and local communities in undertaking their own research based on their own epistemologies and methodologies, in creating their own knowledge-sharing mechanisms, and in utilising their own collections and databases in accordance with their self-defined needs. Capacity-building, training exchanges and technology transfer for communities and local institutions to enable these activities should be included in research, development and co-management activities to the greatest extent possible.</p> <p><b>14. Principle of The Dynamic Interactive Cycle</b></p> <p>This principle recognises that research and related</p>	<p>国外の概念や基準の強制を回避する責任も含まれる。</p> <p><b>12. 相互関係、相互利益及び公正な配分の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティは、彼らの知識や資源に関する有形・無形のプロセス、直接・間接に生じた結果、及び長期・短期の民族生物学研究やその他の活動から生じる利益を配分される権利を有することを認める。相互の利益及び公正な配分は、文化的に適切に、かつ関与したコミュニティが望む形で行われる。</p> <p><b>13. 土着の研究の支援の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティが独自の認識論と方法論に基づき研究を行う、独自の知識共有の仕組みを構築する、自ら定めたニーズに従い、コレクションやデータベースを利用する際の努力を認め、支持する。上記活動を可能にするような、コミュニティ及び地元機関のための能力構築、研修の交換、技術の移転は、研究や開発、共同管理活動内に、最大限採り入れなければならない。</p> <p><b>14. 動的かつ相互作用的なサイクルの原則</b></p> <p>この原則は、(a)準備及び評価(b)完全な実施(c)コミュニティに対し、理解可能で地域的に適切な形での結果の評価、普及、返還(d)結果の実践的な応用を含めた、プロジェクトに不可欠な部位としての研修及び教育、がすべての段階で完了</p>
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<p>activities should not be initiated unless there is reasonable assurance that all stages can be completed from (a) preparation and evaluation, to (b) full implementation, to (c) evaluation, dissemination and return of results to the communities in comprehensible and locally appropriate forms, to (d) training and education as an integral part of the project, including practical application of results. Thus, all projects must be seen as cycles of continuous and on-going communication and interaction.</p> <p><b>15. Principle of Remedial Action</b></p> <p>This principle recognises that every effort will be made to avoid any adverse consequences to Indigenous peoples, traditional societies, and local communities from research and related activities and outcomes. Notwithstanding the application of standards set out by this Code of Ethics, should any such adverse consequence occur, discussion will be had with the local peoples or community concerned to decide on what remedial action may be necessary to redress or mitigate adverse consequences. Any such remedial action may include restitution, where appropriate and agreed.</p> <p><b>16. Principle of Acknowledgement and Due Credit</b></p> <p>This principle recognises that Indigenous peoples, traditional societies and local communities must be acknowledged in accordance with their preference and given due credit in all agreed publications and other forms of dissemination for their tangible and intangible contributions to research activities. Co-authorship should be considered when appropriate. Acknowledgement and due credit to Indigenous peoples, traditional societies and local</p>	<p>していることが合理的な確実性を有しない限り、研究及び関連活動を開始してはならないことを認めている。したがって、すべてのプロジェクトは一連の継続した意思疎通と相互作用のサイクルとみなければならない。</p> <p><b>15. 是正措置の原則</b></p> <p>この原則は、土着の人々、伝統的社会、及び地元コミュニティに対し、研究及び関連活動、またその結果による悪影響を避けるため、あらゆる努力をしなければならないことを認めている。本倫理規定で明記された基準の適用にもかかわらず、悪影響が生じた場合には、その悪影響を補償し、軽減するためにどのような是正措置が必要かを決定するため、地元の人々やコミュニティとの議論がされなければならない。こうした是正措置には、必要及び合意に応じて、賠償も含まれる。</p> <p><b>16. 謝辞及び功績の認知の原則</b></p> <p>この原則は、合意された出版及びその他の形での普及に際して、土着の人々、伝統的社会、及び地元コミュニティに対し、彼らの希望に従って、研究活動に対する有形・無形の貢献について謝辞を述べ、功績を認知すべきであることを認めている。可能であれば、共著についても考慮すべきである。土着の人々、伝統的社会、及び地元コミュニティへの謝辞及び功績の認知は、二次的又は下流での利用や応用にも及び、研究者は知識の一次資料との繋がりを保証すべく誠意をもって行動し、資源は公式な記録で維持さ</p>
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<p>communities extend equally to secondary or downstream uses and applications and researchers will act in good faith to ensure the connections to original sources of knowledge and resources are maintained in the public record.</p> <p><b>17. Principle of Diligence</b></p> <p>This principle recognises that researchers are expected to have a working understanding of the local context prior to entering into research relationships with a community. This understanding includes knowledge of and willingness to comply with local governance systems, cultural laws and protocols, social customs and etiquette. Researchers are expected to conduct research in the local language to the degree possible, which may involve language fluency or employment of interpreters.</p>	<p>れなければならない。</p> <p><b>17. 勤勉の原則</b></p> <p>この原則は、研究者がコミュニティと研究のための関係を築く前に、地域の事情を理解する努力をすることが期待されることを認めている。この理解には、地域の統治システム、文化に関する法や手続き、社会習慣や礼儀作法に関する知識およびそれらに従うことも含まれる。研究者は、語学が堪能であることや通訳の雇用なども含め可能な範囲で地元の言語で研究を行うことが期待される。</p>
<p><b>PRACTICAL GUIDELINES</b></p> <p>The following guidelines are intended as a practical application of the preceding Principles. Recognising that this Code of Ethics is a living document that needs to adapt over time to meet changing understandings and circumstances, if guidelines have not yet been articulated for a given situation, the Principles should be used as the reference point for developing appropriate practices.</p> <p>Similarly, it is recognized that Indigenous, traditional or local peoples conducting research within their own communities, for their own uses, may need to comply with their own cultural protocols and practices. In the event of inconsistency between such local requirements and these guidelines, all parties involved will commit to work collaboratively to develop appropriate practices.</p>	<p><b>実践ガイドライン</b></p> <p>以下のガイドラインは、前述の原則の実践的な応用である。本倫理規定は随時更新され、理解や状況の変化に合うよう徐々に対応させていくことから、ガイドラインが与えられた状況について規定されていない場合には、上記原則が適切な実践法を開発する際の基準として用いられる。</p> <p>同様に、土着の、伝統的なあるいは地元の人々が自分たちのために自らのコミュニティ内で研究を行う場合、彼らの文化的な手続き及び方法に従う必要があることが認識されている。こうした地域の要求と本ガイドラインが一致しない場合には、すべての当事者らは適切な実践法を開発すべく協力しなければならない</p>

<p>The Practical Guidelines apply to any and all research, collections, databases, publications, images, audio or video recordings, or other products of research and related activities undertaken.</p> <p>1. Prior to undertaking any research activities, a good understanding of the local community institution(s) with relevant authority and their interest in the research to be undertaken, as well as knowledge of cultural protocols of the community shall be developed. A thorough effort shall be made in good faith to enhance such understandings through ongoing communication and active participation throughout the duration of the research process.</p> <p>2. Educated prior informed consent must be established prior to undertaking any research activities. Such consent is ideally represented in writing and/or tape recording, uses language and format that are clearly understood by all parties to the research, and is developed with the persons or deliberating bodies identified as the most representative authorities from each potentially affected community.</p> <p>3. As a component of educated prior informed consent, there will be full disclosure to potentially affected communities and mechanisms to ensure mutual understanding of the following, based on the reasonably foreseeable effects:</p> <p>a. The full range of potential benefits (tangible and intangible) to the communities, researchers and any other parties involved;</p> <p>b. The extent of reasonably foreseeable harms (tangible and intangible) to such communities;</p>	<p>ない。</p> <p>この実践ガイドラインはすべての研究、コレクション、データベース、出版物、画像、録音録画、及び他の研究や関連活動による成果物に適用される。</p> <p>1. あらゆる研究活動を行う前に、地元コミュニティの機関及び関連当局と実施される研究における彼らの利益、そしてコミュニティの文化的習慣について理解を涵養しなければならない。 研究が行われている期間中の継続した意思疎通と積極的な参加を通じて、こうした理解をより深めるよう、誠意をもって徹底して努力をしなければならない。</p> <p>2. 研究活動を行う前に、知識に基づく事前合意を制定しなければならない。このような合意は、書き取り及び／あるいはテープ録音により、研究におけるすべての当事者が明確に理解できる言語で表示され、影響を受ける可能性のある各コミュニティを一番に代表する当局である人物あるいは審議体とともになされるのが理想である。</p> <p>3. 知識に基づく事前合意の構成要素として、影響を受ける可能性のある各コミュニティに対する完全な情報開示と、合理的に予見可能な効果に基づき、以下の事項についての相互理解を保証する仕組みが必要である：</p> <p>a. コミュニティ、研究者、及びその他すべての関連当事者に対するあらゆる種類の（有形・無形の）潜在的利益；</p>
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<p>c. All relevant affiliations of the individual(s) or organization(s) seeking to undertake the activities, including where appropriate the contact information of institutional research ethics boards and copies of ethics board approvals for research;</p> <p>d. All sponsors of the individual(s) or organization(s) involved in the undertaking of the activities.</p> <p>e. Any intent to commercialise outcomes of the activities, or foreseeable commercial potential that may be of interest to the parties involved in the project, and/or to third parties who may access project outcomes directly (e.g., by contacting researchers or communities) or indirectly (e.g., through the published literature).</p> <p>4. Prior to undertaking research activities, the following must be ensured by research proponents:</p> <p>a. Full communication and consultation has been undertaken with potentially affected communities to develop the terms of the research in a way that complies with the Principles.</p> <p>b. Approval is granted in the manner defined by the local governance system of each affected community.</p> <p>c. Permissions and approvals have been granted from government as well as other local and national authorities, as required by local, national or international law and policy.</p> <p>5. All persons and organizations undertaking research activities shall do so throughout in good faith, acting in accordance with, and with due respect for, the cultural norms and dignity of all potentially affected communities, and with a commitment that collecting specimens and information, whether of a zoological, botanical, mineral or cultural nature, and</p>	<p>b. コミュニティに対する、合理的に予見可能な（有形・無形の）害悪の程度；</p> <p>c. 活動を行おうとする個人又は組織の関連するすべての提携先。必要に応じて機関の研究倫理委員会の連絡先や、倫理委員会の研究承認の写しを含む；</p> <p>d. 活動に関連する個人又は組織へのすべての資金提供者；</p> <p>e. プロジェクトに関わる当事者及び／あるいは結果に（例えば研究者やコミュニティに連絡することで）直接、又は（例えば出版物を通じて）間接的にアクセス可能な第三者の利益になり得る、活動結果の商業化の意思、あるいは予見可能な商品化の可能性；</p> <p>4. 研究活動を行う前に、研究を提案する者は以下を保証しなければならない：</p> <p>a. 原則に従った研究条件を成立させるために、影響を受ける可能性のある各コミュニティと十分な意思疎通及び協議を行ったこと。</p> <p>b. 影響を受けるコミュニティの統治システムで定められた方法で承認を得たこと。</p> <p>c. 地域あるいは国内外の法及び政策の求めに応じ、他の地域及び国内当局に加えて、政府からも許可及び承認を得ていること。</p> <p>5. 研究活動を行うすべての人及び組織は、影響を受ける可能性のあるすべてのコミュニティの文化規範や尊厳に誠意をもって、それらに従って行動し、敬意を払わなければならない。これは、動物、植物、鉱物、文化何であれ標本や情報を</p>
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<p>compiling data or publishing information thereon, means doing so only in the holistic context, respectful of norms and belief systems of the relevant communities. This includes supporting or creating provenance mechanisms to ensure collections are clearly traceable to their origins for purposes of due credit and acknowledgement, establishing “prior art” in the event of future ownership claims, and facilitating a re-consent process to develop new mutually-agreed terms for further use or applications of collections or derivatives of collections.</p> <p>Researchers are encouraged to register collected information in local databases and registries where they exist, and explore mechanisms such as community certificates of origin linked to databases. Researchers are encouraged to support and build capacity for community-based data management systems to the extent possible.</p> <p>Any intellectual property ownership claim or application related to the knowledge or associated resources from the collaboration research should not work against the cultural integrity or livelihood of communities involved.</p> <p>6. Mutually-agreed terms and conditions of the research shall be set out in an agreement that uses language and format clearly understandable to all parties. The agreement will address and adhere to the following standards:</p> <p>a. Will be represented in writing and/or tape recording if permitted by the community, using local language whenever possible. If writing or tape-recording are culturally prohibited, the parties shall work in collaboration to find an acceptable alternative form of documenting the terms of the agreement.</p>	<p>取得し、それらに関する資料や公開情報をまとめる取り組みにおいては、全体的な文脈において、関連するコミュニティの規範及び信仰システムに敬意を払って行う場合にのみあてはまる。これには、謝辞及び功績を認知するため、コレクションの起源が明確に追跡可能なことを保証するような起源のメカニズムを支援又は製作することや、将来の所有権の主張の際に「先行技術」を立証すること、コレクション又はコレクションの派生物を将来的に利用あるいは応用するための新たな相互に合意する条件を制定し、再度合意に至る過程を促進することも含まれる。</p> <p>研究者は、収集した情報を、それらの存在する地域のデータベースや登録簿に登録することが推奨される。また、コミュニティを拠点としたデータ管理システムのための能力を開発、支援を可能な限りするよう推奨される。</p> <p>共同研究による知的財産権の主張、あるいは知識や随伴する資源に関する応用は、関係するコミュニティの文化的清廉や生活に反してはならない</p> <p>6. 研究における互いに合意する条件は、すべての当事者が明確に理解できる言語と形式で定めなければならない。契約内容は以下の基準を明記の上、守らなければならない：</p> <p>a. コミュニティが許可すれば、書き取り及び／あるいはテープ録音で、可能な限り地元の言語を用いて表示する。書き取り又はテープ録音をコミュニティが文化的に禁じる場合には、当事者らは協</p>
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<p>b. Will be made with each potentially affected community after full disclosure, consultation, and establishment of educated prior informed consent regarding mutual benefit and equitable sharing, compensation, remedial action and any other issues arising between parties to the research.</p> <p>c. Will address the elements outlined in (6b) above as related to all foreseeable uses and property ownership issues of the research outcomes, including derivative forms they may take such as biological and other samples, photos, films, videotapes, audiotapes, public broadcasts, translations, communications through the electronic media, including the internet. This includes clear agreement on rights and conditions related to who holds, maintains, uses, controls, owns, and has rights to the research processes, data, and outcomes (direct and indirect).</p> <p>d. Will specify attribution, credit, authorship, co-authorship, and due acknowledgement for all contributors to the research processes and outcomes, recognizing and valuing academic as well as cultural and local expertises;</p> <p>e. Will specify how and in what forms the resulting information and outcomes shall be shared with each affected community, and ensure that access and forms are appropriate and acceptable to that community. Community data and information management systems, such as local registries and databases, shall be supported to the greatest extent possible.</p> <p>f. Will represent what understandings have been reached regarding what is potentially sacred, secret or confidential and how such will be treated and communicated, if at all, within and beyond the direct parties to the research.</p>	<p>力して受け入れ可能な他の方法により合意内容を書面化する。</p> <p>b. 全情報開示、協議、相互の利益及び公正な配分や補償、是正措置、及び研究当事者間で生じるその他すべての問題関し、知識に基づく事前合意の制定をした後に、影響を受ける可能性のある各コミュニティと共に行う。</p> <p>c. 生物及びその他の試料、写真、フィルム、ビデオテープ、音声テープ、公共放送、翻訳、インターネットを含む電子メディアによるコミュニケーションなどの派生的な形態を含めたすべての予見可能な研究結果の利用及び所有権の問題に関連して、上記（6b）で述べた要素を記載する。これには、研究過程、データ、（直接・間接的な）結果につき、それらを行い、維持し、利用し、管理し、所有し、権利を有する者に関する権利及び条件についての明確な合意も含む。</p> <p>d. 学問のみならず文化及び地域の専門家を認識し価値を置き、研究手続き及び結果に対するすべての貢献者に対して帰属、クレジット、著者、共著者、十分な謝辞を明記する。</p> <p>e. 結果の情報や成果がどのように、何の形態で影響を受けた各コミュニティに配分されるのかを明記し、アクセスとその形態が適切で当該コミュニティにおいて受け入れ可能であることを保証する。登録簿やデータベースなど、コミュニティのデータ情報管理システムは、最大限支援されなければならない。</p> <p>f. 何が神聖あるいは秘密保持する可能性があるか、そしてそれらをどう扱い、研究の直接の当事者内、及びそこを超え</p>
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<p>7. Objectives, conditions and mutually-agreed terms should be totally revealed and agreed to by all parties prior to the initiation of research activities. It is recognised that collaborative research, by design, may be iterative, emergent and require modifications or adaptations. When such is the case, these changes shall be brought to the attention of and agreed to by all parties to the research.</p> <p>8. All members of the ISE or affiliated organizations of ISE shall respect and comply with moratoriums by communities and countries on collection of information or materials that they would otherwise intend to include in their research, unless such moratorium is lifted to allow the research.</p> <p>9. All educational uses of research materials shall be consistent with a good faith respect for the cultural integrity of all affected communities, and, as much as practical, developed in collaboration with such communities for mutual use.</p> <p>10. All existing project materials in the possession, custody or control of an ISE member or affiliated organization shall be treated in a manner consistent with this Code of Ethics. All affected communities shall be notified, to the extent possible, of the existence of such materials, and their right to equitable sharing, compensation, remedial action, ownership, repatriation or other entitlements, as appropriate. Prior informed consent shall not be presumed for uses of biocultural information in the “public domain” and diligence shall be used to ensure that provenance or original source(s) of the knowledge and associated resources are included</p>	<p>て意思疎通をする場合、どのように行うかについて、どのような理解に達したかを説明する。</p> <p>7. 研究活動を行う前に、目的、条件、及び相互に合意する条件は完全に明らかにされ、すべての当事者が同意しなければならない。共同研究とは計画的に繰り返され、差し迫っており、修正や適応を必要としうることが認められる。そのような場合、これらの変更につきすべての研究当事者に注意喚起し、合意を得なければならない。</p> <p>8. ISEあるいはISE提携組織の構成員は皆、研究に利用しようとする情報又は材料の収集について、研究を許可するために一時停止措置が解除されない限り、コミュニティ及び国による当該一時停止措置に敬意を払い従わなければならない。</p> <p>9. 研究材料の教育的な利用はいずれも、影響を受けるコミュニティの文化の尊厳に対し、誠意をもった敬意に従わねばならず、現実的にも、相互利用のためにこのようなコミュニティと行った共同研究で開発されなければならない。</p> <p>10. ISE会員あるいは提携機関が所有、保護、管理しているすべての現存するプロジェクトの材料は、本倫理規範に従って取扱われなければならない。すべての影響を受けるコミュニティは、可能な限り、このような材料の存在について、また必要であれば公正な配分や補償、是正</p>
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<p>and traceable, to the degree possible, in further publications, uses and other means of dissemination.</p> <p>11. If during the cycle of a project it is determined that the practices of any parties to the research are harmful to components of an ecosystem, it shall be incumbent upon the parties to first bring such practices and the impacts thereof to the notice of the offenders and attempt to establish a mutually agreed conflict resolution process, prior to informing the local community and/or government authorities of such practices and impacts.</p> <p>12. ISE members shall in good faith endeavour to consider and ensure that project proposals, planning, and budgets are appropriate to collaborative interdisciplinary and cross-cultural research that complies with the ISE Code of Ethics. This may require prior consideration of elements such as: extended timeframes to enable permissions, development of mutually-agreed terms and ongoing communication; additional budget categories; research ethics and intellectual property ownership considerations that are in addition to or even inconsistent with policies of sponsoring institutions; additional reporting requirements and sharing of outcomes; and mechanisms and forms of communication with parties to the research activities, including the potential need for language fluency and translation. ISE members shall also endeavour to raise awareness among funding bodies, academic institutions and others about the increased time and costs that may be involved in adhering to this Code of Ethics.</p>	<p>措置、所有、送還、あるいはその他の彼らの権利について通知を受けなければならない。「パブリックドメイン」内の生物文化的な情報の利用について、事前合意が推定されてはならず、知識や関連する資源の起源や出所が、さらなる出版や利用、その他の方法による普及に際してもそこに含まれ、できる限り追跡可能となることを保証すべく、努力しなければならない。</p> <p>11. プロジェクト期間中に研究当事者の行為が生態系の構成要素に対して有害であると確定した場合、当事者らの義務として、当該行為及び影響について地元コミュニティ及び／あるいは政府当局に伝える前に、まずは違反者に対して当該行為や影響について通知し、相互に合意する紛争解決案を定めるよう努める。</p> <p>12. ISE会員は、プロジェクトの提案、企画及び予算がISE倫理規範に従った学際的協力及び異文化研究にふさわしいものとなるよう考慮し保証すべく、誠意をもって努力しなければならない。これは、事前に以下のようなことを考慮するよう要求する；許可を有効にするために時間枠を拡大、相互に合意する条件や継続した意志疎通の発展、追加的な予算カテゴリー、資金提供機関の方針に加えて、あるいはそれに反しているとしても、研究倫理及び知的財産の所有権に関する配慮、追加的な報告の要請及び結果の共有、語学が堪能であることや通訳の潜在的な必要性</p>
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	<p>も含めた、研究活動当事者との意思疎通の仕組み及び形態。ISE会員はまた、資金提供団体や学術機関その他に対し、本倫理規定を忠実に守ることに関する時間やコストの増加について、認識を高めるよう努力しなければならない。</p>
<p><b>GLOSSARY OF TERMS</b></p> <p>“Biocultural heritage” is the cultural heritage (both the tangible and intangible including customary law, folklore, spiritual values, knowledge, innovations and practices) and biological heritage (diversity of genes, varieties, species and ecosystem provisioning, regulating, and cultural services) of Indigenous peoples, traditional societies and local communities, which often are inextricably linked through the interaction between peoples and nature over time and shaped by their socioecological and economic context. This heritage includes the landscape as the spatial dimension in which the evolution of Indigenous biocultural heritage takes place. This heritage is passed on from generation to generation, developed, owned and administered collectively by stakeholder communities according to customary law.</p> <p>“Community certificate of origin” is a community-generated attestation to the origin of information or material.</p> <p>“Intellectual property” is a legal term for a creation of the intellect that has potential commercial value, and may have a right to protection under law relating to copyright, patent, trademark or trade secret (e.g., inventions, technological knowhow, literary and artistic works, symbols, names, images, and designs)</p>	<p><b>用語集</b></p> <p>「生物文化遺産」とは、土着の人々、伝統的社会、及び地元コミュニティの有する（慣習法、民間伝承、精神的価値、知識、イノベーションや習慣を含む有形・無形の）文化遺産、及び（遺伝子の多様性、種や生態系の供給、調整、培養提供など）生物遺産で、しばしば人々と自然の長い間の相互作用を通じて密接な繋がりをもち、社会生態学及び経済学的文脈で形作られているものである。この遺産には、土着の生物文化的遺産の進化が起こった空間次元としての風景も含まれる。この遺産は代々引き継がれ、慣習法に従い、利害関係者のコミュニティにより共同で開発、所有、管理されている。</p> <p>「起源についてのコミュニティの証明書」とは、情報や材料の起源に関して、コミュニティで作成された証明書である。</p> <p>「知的財産」とは、潜在的な商業価値を有し、著作権、特許権、商標権又は営業秘密に関連する法により保護される権利を有しうる、知性による創作物の法律用語である（例： 発明、技術ノウハウ、文学、芸術作品、符号、名称、画像、及びデザイン）</p>

<p>“Prior art” is a term used in patent law that refers to preexisting knowledge. Establishing prior art can impact the validity of a patent claim by negating novelty and obviousness requirements.</p> <p>“Provenance” is the place of origin, including history of ownership.</p> <p>“Public domain” is intellectual property that is not protected by copyright, patent or other restrictions on use and is subject to appropriation by anyone.</p> <p>“Traditional resources rights” is defined in “Beyond Intellectual Property Rights: Toward Traditional Resource Rights For Indigenous Peoples and Local Communities” by Posey and Dutfield (1996:3) as follows:</p> <p>the term ‘traditional’ refers to the cherished practices, beliefs, customs, knowledge and cultural heritage of indigenous and local communities who live in close association with the Earth; ‘resource’ is used in its broadest sense to mean all knowledge and technology, esthetic and spiritual qualities, tangible and intangible sources that together, are deemed by local communities to be necessary to ensure healthy and fulfilling lifestyles for present and future generations; and ‘rights’ refers to the basic inalienable guarantee to all human beings and the collective entities in which they choose to participate of the necessities to achieve and maintain the dignity and well-being of themselves, their predecessors, and their descendants.</p>	<p>「先行技術」とは特許法で用いられる用語で、従前より存在する知識のことである。先行技術の確立は、新規性の否定と明確性の要求により、特許請求範囲の信頼性に影響を与える。</p> <p>「起源」とは、所有権の歴史を含めた原産地のことである。</p> <p>「パブリックドメイン」とは、著作権、特許権あついは他の利用制限により保護されておらず、何人にも割り当てられている知的財産のことである。</p> <p>「伝統的資源に関する権利」は、PoseyとDutfield著「知的財産権の向こう側：土着の人々及び地元コミュニティのための、伝統的資源に関する権利に向けて（1996年3月）で、以下のように定義されている：</p> <p>「伝統的」という語は、地球と近い関係で生活している土着及び地元コミュニティで大切にされてきた実践、信仰、習慣、知識及び文化遺産を意味する；</p> <p>「資源」は、すべての知識、技術、美的及び霊的属性、有形・無形の情報源などを意味する最も広い意味で用いられており、これらが一緒になり、地元コミュニティで現在及び将来世代の健康で充実した生活スタイルのために必要とみなされているものである；そして「権利」とは、すべての人類及び集合体への基本的な不可侵の保証であり、その中で彼ら自身、先祖、及び子孫らの尊厳及び健康や安心を達成し、維持するために必</p>
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	要な物を共有すべく選択する。
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## モントリオール植物園の収集管理ポリシー

### Collections Management Policy Montréal Botanical Garden

*Version dated November 24, 2003*

*Amended: March 22, 2005*

*Translated: June 22, 2007*

### **Collections Management Policy Montréal Botanical Garden Part I - Guidelines**

<p>1. Foreword</p> <p>Ever since the Montréal Botanical Garden was created in 1931, its collections have been considered the institution's central concern. Over the years, the Botanical Garden has grown up around these collections, which form the basis for its various divisions. While they started out relatively small, the collections have grown in size and diversity as new specimens were introduced by successive generations of horticulturists and botanists.</p> <p>Today, the Montréal Botanical Garden's collections boast nearly 22,000 species and cultivars belonging to some 250 plant families. They are found in 1.8 hectares of greenhouses and on the 75 hectares of the Garden's grounds. These rich collections have played a large role in building the Garden's international reputation and add greatly to the enjoyment of the millions of visitors who come to the Montréal Botanical Garden each year.</p> <p>While it is now over seventy years old, the Botanical Garden has never had an official policy setting out</p>	<p>1. 序文</p> <p>1931年にモントリオール植物園が設立されて以来、そのコレクションは当機関の中心的な関心である。長年、当植物園は、様々な部門の基礎をなすこれらのコレクションとともに成長してきた。コレクションは比較的小規模なものから始まったが、代々の園芸家や植物学者らにより新たな標本が導入され、規模及び多様性とも成長してきた。</p> <p>今日、モントリオール植物園のコレクションは、約250の植物科に属する22000近くもの標本及び品種数を誇る。これらは1.8ヘクタールの温室及び75ヘクタールの庭園に存在する。この豊富なコレクションは、当園の国際的評価を高めるにおいて、大きな役割を果たしてきており、毎年数百万人ものモントリオール植物園への訪問者を楽しませている。</p> <p>当植物園は、既に開演70年以上が経過するが、コレクションの発展や体系化のガイドライン作成のための公式の指針を有してこなかった。コレクション管理方針の原</p>
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<p>guidelines for developing and organizing its collections. The idea of drafting this collections management policy came from a recommendation made during a strategic planning exercise conducted by the Scientific Institutions Department (the umbrella administrative entity for the Botanical Garden, Biodôme, Insectarium and Planetarium) in 2001-2002. Under the strategic plan, the collections policy was to be drafted in 2003 and implemented starting in January 2004.</p> <p>As proposed, the collections management policy is divided into two sections. The first section contains guidelines for maintaining and developing the collections. It includes close to sixty different points outlining procedures for acquiring, registering and de-accessioning specimens in the Garden's collections. The second part of this document deals with the individual collections, describing their current status and making recommendations for their development over the coming decade. The specific development guidelines were prepared as part of work done from 1998 to 2000 when a master plan was drafted for the Botanical Garden.</p> <p>All of the recommendations included here have been endorsed by the Botanical Garden's management committee.</p> <p>This collections management policy for the Botanical Garden was prepared in collaboration with a number of individuals working in all the institution's divisions. I wish to extend my special thanks to the staff of the Scientific Development and Research Division and the Production, Horticulture and Greenhouse Division, who were very closely involved in drafting this document.</p>	<p>稿を作成するという案は、2001～2002年、科学機関部（植物園、バイオドーム、昆虫館、プラネタリウムのための包括行政団体）の行った戦略的企画訓練の際に勧められた。戦略的企画のもとで、2003年にコレクション方針の原稿が執筆され、2004年1月から実施されている。</p> <p>提案の通り、コレクション管理方針は2つのセクションに分かれている。第1セクションはコレクションの維持及び発展についてのガイドラインである。当園のコレクションの標本の取得、登録、登録抹消の手順を概説する60近くの異なる要点が挙げられている。本文書の第2部では個々のコレクションに関し、現状や向こう10年にわたる発展のための提言を記載している。特定の開発ガイドラインは、当植物園の基本計画の原稿が書かれた1998～2000年の業務の一部として準備されたものである。ここに挙げられた提言は、すべて植物園管理委員会から承認を得ている。</p> <p>この植物園のためのコレクション管理方針は、当機関のすべての部門で働く数多くの人々の協力により準備された。この原稿を書くにあたり、非常に密に関わりのあった科学研究開発部門、繁殖・園芸・温室部門のスタッフには、特に謝意を表明したい。</p> <p>2003年10月 キュレーター Michel Labrecque</p>
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<p>Michel Labrecque</p> <p>Curator</p> <p>October 2003</p>	
<p>2. Definition</p> <p>A management policy sets out guidelines for developing collections. It is a way of specifying how acquisitions are to be made, recorded and documented and identifies priority actions for maintaining or de-accessioning plant specimens.</p> <p>Such a policy will be easiest to incorporate into the institution's operations if it is clear, simple, accessible, well known, supported, respected and accepted by all and adaptable to the changing context of administrative structures.</p> <p>The first step in developing a management policy is to define the collections' nature and purpose.</p> <p>1) Why do our collections exist?</p> <p>2) How do they fit with our mission?</p> <p>Each of the guidelines prepared under the collections management policy must be in keeping with the institution's mission and its collections' purpose, as defined below.</p> <p><b>2.1 Mission and commitment</b></p> <p><u>Mission</u></p> <p>The mission that the Botanical Garden shares with the other scientific institutions making up the museum complex managed by the Scientific Institutions Department is to:</p> <p>increase public awareness and appreciation of natural science and nature itself and enhance our</p>	<p>2. 定義</p> <p>管理方針は、コレクション発展のためのガイドラインを設定している。これは、取得や記録、書類化が如何になされるかを明確にする手段であり、植物標本の維持や登録抹消のための優先行動を特定する。</p> <p>このような方針は、明確で単純、利用しやすく、周知されており、支持され、評価が高く、皆に受け入れられており、運営構造が変化する状況に対応可能であれば、機関の運営にたやすく組み込むことができる。管理方針の開発における第一歩は、コレクションの本質及び目的の定義である。</p> <p>1) なぜコレクションが存在するのか？</p> <p>2) 我々の使命にどう適合するか？</p> <p>コレクション管理方針の下で準備された各ガイドラインは、下記に定義する機関の使命及びコレクションの目的と調和しなければならない。</p> <p><b>2.1 使命及び誓約</b></p> <p><u>使命</u></p> <p>当植物園が、科学機関部の管理する博物館複合体を形成している他の科学機関と共有している使命は以下である：</p> <p>人々の意識、及び自然科学や自然そのものへの感謝の向上、またこれらの分野における知識を拡大する；</p> <p>自然遺産保護及び人類と環境の関係の重要性について意識を高める手助けをする。</p>

<p>knowledge in those fields;</p> <p>help to promote awareness of the importance of protecting our natural heritage and the relationship between humankind and the environment.</p> <p><u>Commitment</u></p> <p>Moreover, the Montréal Botanical Garden has agreed to work officially on applying the International Agenda for Botanic Gardens in Conservation (IABGC). This commitment requires the Montréal Botanical Garden to agree to work toward attaining the measurable targets set out in the Agenda, i.e.:</p> <ul style="list-style-type: none"> <li>• Halting the worldwide loss of plant species and their genetic diversity in the wild.</li> <li>• Raising awareness of the importance of plants and the maintenance of biodiversity for the planet and human survival.</li> <li>• Conservation needs and priorities within national, regional and local strategies on biodiversity conservation, the environment, sustainable development, economic and social policies, land use management and public education.</li> </ul> <p>In keeping with this commitment, the Montréal Botanical Garden has agreed to keep BGCI<sup>81</sup> informed of the results of its conservation efforts. This will allow that organization to contribute to monitoring and assessing the implementation of the International Agenda and to report on progress in this regard at the International Botanic Gardens Conservation Congress, held every three years.</p> <p><b>2.2 Purpose of the collections</b></p>	<p><u>誓約</u></p> <p>さらに、モンリオール植物園は、植物園の保全活動に対する国際アジェンダ（IABGC）への申請に正式に取り組むことに合意している。この誓約は、モンリオール植物園がアジェンダの定める重要な目標の達成を目指すことを要求する。すなわち：</p> <ul style="list-style-type: none"> <li>・ 植物種及びそれらの野生での遺伝的多様性の世界規模の喪失を止める。</li> <li>・ 地球や人類の生存のための、植物の及び生物多様性維持の重要性につき意識を向上させる。</li> <li>・ 保全の必要性、及び生物多様性の保全、環境、持続的発展、経済及び社会政策、土地の利用管理、公教育についての国、地域、地元の戦略内での優先度。</li> </ul> <p>この誓約を踏まえて、モンリオール植物園はBGCIに対し、保全のための取り組みの結果を情報提供することに合意している。このことは、国際アジェンダ実行の監視及び評価や、3年毎に開催される国際植物園保全会議でこの点についての進捗報告に際して、当機関の貢献を可能にする。</p> <p><b>2.2 コレクションの目的</b></p> <p>コレクションは、教育、文化、研究、保全の必要性に対応している。植物のあるグループ（科）を開発したり、生態学的な価値や園芸の可能性を紹介するよう設計された設定で植物を展示したりして、訪問者や専門家が、植物の世界の多様性に慣れ親しむことを目的としている。</p>
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<sup>81</sup> Botanic Gardens Conservation International / 植物園自然保護国際機構

<p>The collections meet educational, cultural, research or conservation needs. They are intended to familiarize visitors, as well as experts, with the diversity of the plant world by developing certain groups (families) of plants or displaying plants in settings designed to showcase their ecological value and horticultural potential.</p>	
<p>3. Organization of the collections</p> <p>The Botanical Garden's collections illustrate the diversity of the plant world and are kept in greenhouses or outdoor gardens.</p> <p>They can be divided along two main lines:</p> <p>Specialized collections</p> <p>Non-specialized collections</p> <p><b>3.1 Specialized collections</b></p> <p>Of a size and significance that merits national or international recognition.</p> <p>Central to the Garden's mission.</p> <p>Represent a commitment by the institution for a number of years.</p> <p>Best suited to research.</p> <p>Examples: Araceae, Begoniaceae, Orchidaceae, roses, alpine plants, etc.</p> <p><b>3.2 Non-specialized collections</b></p> <p>Collections with a smaller number of taxa for a given family;</p> <p>Contribute to the diversity of the collections in general;</p> <p>Used primarily for landscaping, teaching and</p>	<p>3. コレクションの組織</p> <p>当植物園のコレクションは、植物の世界の多様性を説明しており、温室又は屋外の庭園で保たれている。</p> <p>コレクションは、2つの主要な系統に分けられる</p> <p>特殊コレクション</p> <p>一般コレクション</p> <p><b>3.1 特殊コレクション</b></p> <p>規模と重要性において国内外で認められるに値する。</p> <p>当園の使命の中核をなす。</p> <p>何年にもわたって、機関による誓約を代表している。</p> <p>研究に最も適している。</p> <p>例： サトイモ科、シュウカイドウ科、ラン科、バラ、高山植物 など</p> <p><b>3.2 一般コレクション</b></p> <p>既定の科のための、より少ない数の分類群のコレクション。</p> <p>通例、コレクションの多様性に貢献する。</p> <p>主として造園、教育、展示の目的で利用される。</p> <p>例： 食虫植物、ショウガ科 など</p>

display purposes;  Examples: insectivorous plants, Zingiberaceae, etc.	
<p>4. Acquisition methods</p> <p>The following acquisition methods are used regularly by the Garden:</p> <p>Purchases</p> <p>Trades</p> <p>Index Seminum</p> <p>Collecting in the wild</p> <p>Gifts</p> <p>Seed banks</p>	<p>4. 取得方法</p> <p>当園では、通常は以下の取得方法を利用している：</p> <p>購入</p> <p>交換</p> <p>種子交換目録</p> <p>野生からの採取</p> <p>寄贈</p> <p>シードバンク</p>
<p>5. Selection criteria</p> <p>Any specimen acquired for inclusion in the Garden's collections must meet the following criteria:</p> <p>5.1 The plant must be in keeping with the objectives and purpose of the Garden's collections and its development guidelines.</p> <p>5.2 The plant's scientific name (except where collected in the wild) and provenance must be known.</p> <p>5.3 The provenance must respect all conventions (CITES, etc.): there must not be any illegally purchased, imported or collected plants in our collections.</p> <p>5.4 Duplicates should be avoided, except for conservation or research purposes or for sale (Great Gardening Weekend).</p> <p>5.5 The specimen must not require any exceptional</p>	<p>5. 選考基準</p> <p>当園のコレクションに加えるために取得された標本は、以下の基準を満たさなければならない：</p> <p>5.1 当該植物は、当園のコレクションの目的及び目標、開発ガイドラインに沿うものでなければならない。</p> <p>5.2 植物の学名（野生から採取したものを除く）及び原産地が知られていなければならない。</p> <p>5.3 原産地は、あらゆる条約（CITES（ワシントン条約）など）を遵守しなければならない：違法に購入、輸入、取得された植物がコレクションにあってはならない。</p> <p>5.4 保全、研究目的又は（Great Gardening Weekendでの）販売以外での複製は避けなければならない。</p> <p>5.5 標本は、その手入れに関して特別の措置を要求できない。</p>

<p>measures in terms of care.</p> <p><u>The following specific criteria apply, depending on the acquisition method:</u></p> <p><b>Purchases and trades</b></p> <p>5.6 Ensure that suppliers respect all intellectual property (trademarks, patents, etc.) and ethical requirements.</p> <p><b>Index Seminum or seed banks</b></p> <p>5.7 Any seeds ordered must be from a natural habitat or, if cultivated, from a known natural habitat.</p> <p><b>Collecting in the wild</b></p> <p>5.8 All such plants must be collected in keeping with our code of ethics (Art. 7);</p> <p><b>Gifts</b></p> <p>5.9 All such specimens must comply with our general selection criteria.</p> <p>5.10 The Botanical Garden cannot be held responsible for the plant's short- or long-term survival.</p> <p>5.11 The Garden reserves the right to refuse any gift.</p> <p>5.12 The state of health of all such plants must first be assessed.</p>	<p><u>取得方法により、以下の特別な基準が適用される：</u></p> <p><b>購入及び交換</b></p> <p>5.6 提供者が、すべての知的財産権（商標、特許等）及び倫理的要求を遵守していることを保証する</p> <p><b>種子交換目録又はシードバンク</b></p> <p>5.7 注文した種子は自然に生息したものか、栽培種であれば、生息地が知られたものでなければならない。</p> <p><b>野生からの採取</b></p> <p>5.8 これらの植物は、倫理規定（第7条）に従って採取されなければならない。</p> <p><b>寄贈</b></p> <p>5.9 これらの標本はすべて、我々の一般選択基準に従わなければならない。</p> <p>5.10 当植物園は、当該植物の短期または長期生存について責任を負わない。</p> <p>5.11 当園は、寄贈を拒否する権利を有する。</p> <p>5.12 これらの植物の健康状態は、最初に査定しなければならない。</p>
<p>6. Authority</p> <p>6.1 The horticulturists in charge of the various collections are responsible for complying with the</p>	<p>6. 権限</p> <p>6.1 多様なコレクションを担当している園芸家は、すべての標本の取得に際して、</p>

<p>acquisition criteria recognized by the institution and laid out in the collections management policy (general and specific guidelines) when acquiring all specimens.</p>	<p>機関が承認し、またコレクション管理方針（一般及び特別ガイドライン）で説明された取得基準に従うことについて責任を負う。</p>
<p>7. Collecting in the wild</p> <p>Code of ethics regarding collecting in the wild.</p> <p>7.1 In no case may the collecting of plants or portions or seeds thereof endanger the survival of the population or its capacity to reproduce.</p> <p>7.2 All collecting in the wild must comply with the Convention on Biological Diversity (CBD), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and any other applicable legislation in the location where the collecting is done.</p> <p>7.3 Any collecting done in Québec must also comply with the Québec Act respecting threatened or vulnerable species, the federal Endangered Species Act and all other legislation relating to the conservation of endangered plant species that may apply in Québec.</p>	<p>7. 野生からの採取</p> <p>野生からの採取に関する倫理規定</p> <p>7.1 いかなる場合も、植物やその一部、又は種子の採取が、個体群の生存や繁殖能力を脅かすものであってはならない。</p> <p>7.2 野生からの採取はすべて、生物多様性条約（CBD）、絶滅のおそれのある野生動植物の種の国際取引に関する条約（CITES、ワシントン条約）及びその他、採取が行われ場所で適用可能な法に従わなければならない。</p> <p>7.3 ケベックでの採取については、絶滅危惧種又は危急種に関するケベック法、連邦政府の絶滅危惧種法、及びケベックで適用可能な絶滅危惧植物種の保全に関するすべての法にも従わなければならない。</p>
<p>8. Recording and labelling</p> <p>Maintaining documentation on all plants it grows is a key activity for any “botanical” garden. Regular and strict maintenance of data on plants in a garden’s collection is a way of ensuring its scientific and educational value.</p> <p>The Collections Management team in the Scientific Research and Development Division, made up of a botanist-taxonomist and three assistant botanists, is</p>	<p>8. 記録及びラベリング</p> <p>栽培中のすべての植物に関する書類の維持は、あらゆる「植物」園にとって鍵となる活動である。園のコレクションの植物に関するデータを定期的かつ厳格に維持することは、科学的・教育的価値を保証する手段となる。</p> <p>科学研究開発部門のコレクション管理チームは植物学者兼分類学者及び3名の植物学者の助手からなり、当園で生育する植物</p>

<p>responsible for maintaining documentation on the Garden's live plant collections.</p> <p><b>8.1 Computerized collections management system</b></p> <p>8.11 All data relating to plants in the Garden's collections is compiled and maintained in a computerized database managed with BG-base software, known at the Garden by the acronym BGB.</p> <p>8.12 All employees concerned are free to consult the BGB; access and training are provided by the Collections Management team.</p> <p><b>8.2 Recording</b></p> <p>8.21 All plants received by the Garden must be recorded. The horticulturist responsible for the garden or greenhouse for which the plant is intended must immediately provide one of the assistant botanists with all the initial data (identity, provenance, quantity, etc.).</p> <p>8.22 The latter will open a record in the computerized collections management database (BGB), assign an accession number (a sequential number, starting over at the beginning of each year, followed by the current year), and compile all the information provided.</p> <p>8.23 Only annuals (flowers and vegetables) and plants for display in temporary exhibitions are not recorded.<sup>82</sup> However, the horticulturist in charge must still provide one of the assistant botanists with a list of all such plants received, so that a nomenclature record can be prepared for use in</p>	<p>コレクションの書類の維持に責任を負う。</p> <p><b>8.1 電子化されたコレクション管理システム</b></p> <p>8.11 当園のコレクションの植物に関するすべてのデータは蓄積され、電子化されたデータベースで維持されており、当園でBGBとして知られているBGベースというソフトウェアで管理している。</p> <p>8.12 関係する従業員は皆、自由にBGBを閲覧できる； コレクション管理チームがアクセス及び研修を行う。</p> <p><b>8.2 記録</b></p> <p>8.12 当園が受領した植物は、すべて記録されなければならない。対象となる庭又は温室の責任者である園芸家は、助手の植物学者の1人に、速やかにすべての初期データ（名称、原産地、量など）を提供しなければならない。</p> <p>8.22 後者（助手の植物学者）は電子化された管理データベース（BGB）記録を開設し、受託番号（現在の年に続き、年ごとに最初から始まる通し番号）を割り当て、提供されたすべての情報を蓄積させる。</p> <p>8.23 一年生植物（花及び野菜）、及び企画展で展示される植物のみ記録は不要である。ただし、担当する園芸家は助手の植物学者の1人に受領したこれらの植物の一覧表を提供し、植物のラベル作成に利用する命名記録を準備する。</p> <p>8.24 我々のコレクションから有性生殖（種子又は孢子）により生育した植物は新たな受託番号とともに、別の記録を作成しなければならない。栄養生殖により生育し</p>
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<sup>82</sup> The same is true for all plants intended for the Insectarium. / 昆虫館のための植物もすべて同様とする。

<p>making a plant label.</p> <p>8.24 Any plant grown from our collections by sexual reproduction (seeds or spores) must have a new record, with a new accession number. Any plant grown by vegetative reproduction will keep the same collection number.</p> <p>8.25 A specific policy has been established for managing prizes won by orchids in our collection and displayed in exhibitions (see the specific policy).</p> <p><b>8.3 Labelling</b></p> <p>8.31 The Collections Management team is responsible for producing the various labels; no label may be created, amended or altered without its approval.</p> <p>8.32 Two types of labels are made at the Garden, using an embossing machine and a thermal transfer printer:</p> <p style="padding-left: 40px;">a collection label, containing basically the plant's collection number and full Latin name; the collection label must remain with the plant at all times, or the plant may be impossible to identify; the horticulturist is responsible for keeping track of the label.</p> <p style="padding-left: 40px;">the identification label for visitors, which includes the plant's common English and French names, Latin name, family and geographic distribution in English and French; the horticulturist is responsible for ordering such labels when a plant is to be displayed in a garden or greenhouse.</p> <p><b>8.4 Inventory</b></p> <p>8.41 The horticulturist is responsible for taking a regular inventory of the greenhouses or gardens</p>	<p>た植物は、同じコレクション番号を保有する。</p> <p>8.25 展示されている我々のコレクションのランが獲得した賞の管理については、特定の方針が制定されている（特定の方針を参照）。</p> <p><b>8.3 ラベリング</b></p> <p>8.31 コレクション管理チームは、様々なラベルの作製に関して責任を負う；彼らの承諾なしに、ラベルの作製、修正、変更をしてはならない。</p> <p>8.32 当園では型押し機及び熱転写プリンターを利用して、2種類のラベルを作成している：</p> <p style="padding-left: 40px;">植物のコレクション番号とラテン語名称を記したコレクションラベル；コレクションラベルは、植物の特定が不可能になるため、常に植物から離してはならない；園芸家はラベルの追跡に関して責任を負う。</p> <p style="padding-left: 40px;">植物の一般的な英仏語名称、ラテン語名称、科及び地理的分布を英仏語で記した訪問者のための識別ラベル；園芸家は、植物が庭園や温室で展示される際、これらのラベルを注文する責任を負う。</p> <p><b>8.4 棚卸</b></p> <p>8.41 園芸家は、担当する温室又は庭園及び苗床の棚卸を定期的に行う責任を負う。コレクション管理チームはこれらの棚卸の支援（追跡、棚卸やデータ入力の手伝いなど）をする。</p> <p><b>8.5 分類学上の検証</b></p> <p>8.51 コレクション管理チームは、ラベル発行前に、植物の名称を検証することにつ</p>
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<p>and nurseries for which he or she is responsible. The Collections Management team assists with such inventories (follow-up, help with taking the inventory and entering data, etc.).</p> <p><b>8.5 Taxonomic validation</b></p> <p>8.51 The Collections Management team is responsible for validating plant names before issuing any label.</p> <p>8.52 It is also responsible for formally identifying any plants submitted for identification.</p>	<p>き責任を負う。</p> <p>8.52 特定のために提出されたあらゆる植物を、正式に同定することについても責任を負う。</p>
<p>9. Special considerations</p> <p><b>9.1 Species vs cultivars</b></p> <p>9.11 For the specialized collections, species rather than cultivars should be given preference.</p> <p>9.12 Some collections (roses and lilacs, for instance) may be subject to specific development policies overriding this principle in whole or in part.</p> <p><b>9.2 Invasive plants</b></p> <p>9.21 Except where grown for educational purposes, all plants considered invasive and that could spread in the wild should be removed from the collections.</p> <p>9.22 Invasive plants in landscaped natural sites under the Garden's authority should be removed.</p> <p>9.23 A list of undesirable plants must be maintained.</p> <p>9.24 No plants or seeds (Index Seminum) that could become invasive should be distributed.</p> <p><b>9.3 Rare or endangered species</b></p>	<p>9. 特別の配慮</p> <p><b>9.1 種 対 栽培種</b></p> <p>9.11 特殊なコレクションについては、種より栽培種を選択しなければならない。</p> <p>9.12 一部のコレクション（例えばバラやライラックなど）は、本原則の一部または全部に優先する特定の開発方針に従う。</p> <p><b>9.2 侵入植物</b></p> <p>9.21 教育目的で生育されたものを除き、侵入種とみなされ野生で拡散しうる植物は、コレクションから除去しなければならない。</p> <p>9.22 当園の許可の下で造園された自然遺産内にある侵入植物は、除去されなければならない。</p> <p>9.23 望ましくない植物のリストを維持しなければならない。</p> <p>9.24 侵入種になりうる植物又は種子（種子交換目録）は配布してはならない。</p> <p><b>9.3 稀少又は絶滅危惧種</b></p> <p>野生植物の生息域外での保全は、植物園の</p>

<p>Ex situ conservation of wild plants is central and unique role of botanical gardens:</p> <p><i>" ... Ex situ conservation provides back-up for populations of threatened plants in the wild, contributing material for reintroduction, restocking and restoration, as well as advice and data for field management." (BGCI, 2000)</i></p> <p>Ex situ conservation has several purposes:</p> <ul style="list-style-type: none"> <li>Rescue threatened genetic resources.</li> <li>Produce material for reintroduction or habitat restoration.</li> <li>Produce material for conservation biology research.</li> <li>Build gene banks.</li> <li>Supply material to reduce pressure from wild collecting.</li> <li>Make material available for educational purposes.</li> </ul> <p>In view of the issues involved with rare and endangered species, the following priorities have been established:</p> <p>The Garden's priority interests are as follows:</p> <ul style="list-style-type: none"> <li>9.31 Species or taxa that are in immediate danger of extinction, either locally or nationally.</li> <li>9.32 Species native to Québec that are endangered or vulnerable, for instance, the species targeted by the Emergency Conservation Program.</li> <li>9.33 Species that are of special scientific interest, such as endemic plants.</li> <li>9.34 IUCN plants already in our collections.</li> </ul> <p><b>9.4 Concentration of gene pools</b></p> <p>Collections must be organized so as to avoid mixing gene pools. This means:</p>	<p>中心のかつ固有の役割である：</p> <p><i>「…生息域外での保全は、野生での絶滅危惧植物の個体群の予備となり、現場管理のための助言及びデータのみならず、再導入、再補充、復元の材料として貢献する」</i> (BGCI, 2000)</p> <p>生息域外での保全にはいくつか目的がある：</p> <ul style="list-style-type: none"> <li>絶滅危惧にある遺伝資源の救済</li> <li>再導入又は生育環境修復のための素材の生産</li> <li>保全生物学研究のための素材の生産</li> <li>ジーンバンクの作成</li> <li>野生からの採取による圧力軽減のための素材提供</li> <li>教育目的での素材の入手可能化</li> </ul> <p>稀少及び絶滅危惧種に関する問題を考慮すると、以下の優先事項が制定される：</p> <p>以下が当園の優先的関心である：</p> <ul style="list-style-type: none"> <li>9.31 地域又は国で、絶滅の差し迫った危険のある種又は分類群</li> <li>9.32 例えば、緊急保全プログラムの対象種となるような、絶滅危惧又は危急のケベック州原産種</li> <li>9.33 特産植物など、特別な科学的関心を有する種</li> <li>9.34 既にコレクション内にあるIUCN（国際自然保護連合）植物</li> </ul> <p><b>9.4 遺伝子プールの集中</b></p> <p>コレクションは、遺伝子プールが混合しないよう、整理しなければならない。すなわち：</p> <ul style="list-style-type: none"> <li>9.41 遺伝子プールが異なる原産地の個体と混合しないよう保存されることを保証する。</li> </ul>
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<p>9.41 Ensuring that gene pools are preserved and not mixing individuals with different provenances.</p> <p>9.42 Minimizing the risk of hybridization leading to inappropriate reproduction, for instance between different populations of the same species.</p> <p><b>9.5 Native plants</b></p> <p>9.51 The integration of specimens of plants native to Québec should be encouraged throughout the collections.</p> <p>9.52 Such integration must comply with the above selection criteria, however.</p> <p><b>9.6 CITES</b></p> <p>The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) was established as means of controlling international trade in endangered species and came into effect in 1975. CITES bans trade in endangered species.</p> <p>The Montréal Botanical Garden has agreed:</p> <p>9.61 Not to acquire, collect or accept any gifts of plants that could contravene CITES.</p> <p>9.62 Not to acquire, collect or accept any gifts of specimens with inadequate, incorrect or incomplete documentation.</p> <p>9.63 To ensure that the necessary export and import permits accompany any acquisition.</p> <p>9.64 To ensure that no illegally collected plants make their way into its collections through irregular channels, i.e. “through the back door.”</p>	<p>9.42 同種の別個体群間など、不適切な繁殖に繋がる交配のリスクを最小化する。</p> <p><b>9.5 原生植物</b></p> <p>9.51 ケベック原産植物の標本の統合は、コレクション全体を通じて推奨される。</p> <p>9.52 ただし、この統合は上述の基準に従わなければならない。</p> <p><b>9.6 CITES</b></p> <p>絶滅のおそれのある野生動植物の種の国際取引に関する条約（CITES）は、絶滅危惧種の国際取引を規制する手段として制定され、1975年に発効した。CITESは、絶滅危惧種の取引を禁じている。</p> <p>モンリオール植物園は、以下について合意する：</p> <p>9.61 CITESに違反する植物の取得、採取、寄贈の受け入れをしない。</p> <p>9.62 不十分、不正確、不完全な書類による標本の取得、採取、寄贈の受け入れをしない。</p> <p>9.63 取得に伴い必要な輸出及び輸入許可を取ることを保証する。</p> <p>9.64 違法に採取された植物を非正規のルートで通常のコレクションに加える、すなわち「裏口を通す」ことをしないよう保証する。</p>
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<p>10. De-accession</p> <p>De-accession results in the permanent closure of a collection record.</p> <p><b>10.1 Criteria</b></p> <p>The following criteria must be applied for the de-accession of any record:</p> <p>10.11 The plant is dead or in very poor condition.</p> <p>10.12 The plant does not comply with the objectives of our collections and is of no educational, cultural, ornamental or research interest.</p> <p>10.13 The plant is a source of an unmanageable infection or epidemic and threatens the rest of the collections.</p> <p>10.14 The plant's condition makes it hazardous to visitors.</p> <p>10.15 The plant is improperly identified and it is impossible to correct its name.</p> <p>10.16 The plant is taking up space required by one or more other specimens that are considered priorities in view of the Garden's mission.</p> <p><b>10.2 Procedure</b></p> <p>10.21 The horticulturist in charge must ensure that the de-accession is carried out in accordance with the above-mentioned criteria and must obtain the approval of the Curator or his or her deputy.</p> <p>10.22 Specific procedures may be outlined in the development plan for each collection (e.g.: Arboretum).</p>	<p>10. 登録抹消</p> <p>登録抹消は、コレクションの記録を恒久的に閉鎖する結果として行う。</p> <p>10.1 基準</p> <p>以下の基準は、あらゆる記録の登録抹消に際して適用しなければならない。</p> <p>10.11 植物が枯死又は非常に悪い状態にある。</p> <p>10.12 植物が我々のコレクションの方針に合致せず、教育、文化、装飾、研究における利益もない。</p> <p>10.13 植物が、他のコレクションにとって管理不能な感染症又は伝染病の脅威の元となる。</p> <p>10.14 植物の状況が訪問者に害をもたらす。</p> <p>10.15 植物が誤って同定され、名前の修正ができない。</p> <p>10.16 植物が、当園の使命を考慮して優先すべき他の標本のために必要な場所を奪っている。</p> <p><b>10.2 手続き</b></p> <p>10.21 担当する園芸家は、上述の基準に従って登録抹消が実行されたことを保証し、キュレーター又はその代理の承認を得なければならない。</p> <p>10.22 各コレクション（例：樹木園）のための開発計画において、特定の手続きの概要が述べられている場合がある。</p>
<p>11. Sale of specimens from our collections</p>	<p>11. コレクション内の標本の販売</p>

<p>(Amendment dated March 22, 2005)</p> <p>11.01 All acquired material collected in the wild abroad must be used only for conservation, education or research purposes.</p> <p>11.02 This policy also applies to material acquired before the Convention on Biological Diversity was adopted (1992).</p> <p>11.03 Material may be transferred to a third party provided that the latter agrees in writing to comply with the commitments made when the material was acquired and not to sell it.</p> <p>11.04 Material acquired from other botanical institutions (including material acquired through an Index Seminum) must be handled in accordance with the CBD and the acquisition conditions agreed to between the institution in question and the country where the material originated.</p> <p>11.05 All material collected in Canada must comply with the code of ethics outlined in Article 7 of this Collections Management Policy and may not lead to the sale or marketing in any form of endangered or vulnerable species in Québec or elsewhere in Canada.</p> <p>11.06 Material acquired from commercial firms may be sold or made available for sale, but all related royalties and dividends must be paid.</p>	<p>(2005年3月22日修正)</p> <p>11.01 海外で野生から採取された素材の利用は、保全、教育、研究目的のみでなければならない。</p> <p>11.02 この方針は、生物多様性条約が採択される（1992年）以前に取得した素材にも適用される。</p> <p>11.03 素材が取得された際になされた誓約を遵守し、販売しないことを第三者が書面で同意した場合、当該素材を第三者へ移転することができる。</p> <p>11.04 他の植物園から取得した素材（種子交換目録から取得した物も含む）はCBD、及び当該機関や原産国との間で合意された取得条件に従って取扱わなければならない。</p> <p>11.05 カナダ国内で取得された素材は、本コレクション管理方針第7条の倫理規定を遵守し、ケベックやカナダのその他の地における絶滅危惧又は危急種を販売あるいは市場取引へ繋げてはならない。</p> <p>11.06 企業から取得された素材は販売又は販売のために利用することができるが、関連するロイヤルティ及び配当は支払われなければならない。</p>
<p>12. To come</p> <p>Policy on genetically modified organisms.</p> <p>Policy on commemorative plantings.</p>	<p>12. 今後の予定</p> <p>遺伝子組換え生物についての方針。</p> <p>記念植樹についての方針。</p>

Canadian Center of DNA Barcoding (CCDB)の BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)には名古屋議定書遵守規定は含まれていない。現在改定を検討している。

## Canadian Center for DNA Barcoding



### BIOLOGICAL MATERIAL TRANSFER AGREEMENT (BMTA)

*Version: November 1, 2011*

<p><b>I. DEFINITIONS:</b></p> <p><b>PROVIDER:</b> Party providing the ORIGINAL MATERIAL, represented by the PROVIDER ORGANISATION and PROVIDER SCIENTIST.</p> <ul style="list-style-type: none"><li>- <b>PROVIDER ORGANISATION:</b> Organisation providing the ORIGINAL MATERIAL; the name and address of this organisation will be specified in the Implementing Letter.</li><li>- <b>PROVIDER SCIENTIST:</b> Individual representing the PROVIDER ORGANISATION, personally responsible for transferring the ORIGINAL MATERIAL; the name and contact details of this person will be specified in the Implementing Letter.</li></ul> <p><b>RECIPIENT:</b> Party receiving the ORIGINAL MATERIAL, represented by the RECIPIENT ORGANISATION and</p>	<p><b>I. 定義</b></p> <p><b>提供者：</b> オリジナルの素材を提供する当事者。提供機関及び提供研究者によって代表される。</p> <ul style="list-style-type: none"><li>- <b>提供機関：</b> オリジナルの素材を提供する機関。機関の名称及び住所は実施書に明記する。</li><li>- <b>提供研究者：</b> 提供機関を代表する個人で、オリジナル素材の移転について個人的に責任を有する者。当人の氏名及び連絡先の詳細は、実施書に明記する。</li></ul> <p><b>受領者：</b> オリジナル素材を受領する当事者。受領機関及び受領研究者によって代表される。</p> <ul style="list-style-type: none"><li>- <b>受領機関：</b> オリジナル素材を受</li></ul>
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<p>RECIPIENT SCIENTIST.</p> <ul style="list-style-type: none"> <li>- <b>RECIPIENT ORGANISATION:</b> Organisation receiving the ORIGINAL MATERIAL; the name and address of this organisation will be specified in the Implementing Letter.</li> <li>- <b>RECIPIENT SCIENTIST:</b> Individual representing the RECIPIENT ORGANISATION, personally responsible for receiving and processing the ORIGINAL MATERIAL; the name and contact details of this person will be specified in the Implementing Letter.</li> </ul> <p><b>MATERIAL:</b> ORIGINAL MATERIAL and its UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS or UNMODIFIED DERIVATIVES.</p> <ul style="list-style-type: none"> <li>- <b>ORIGINAL MATERIAL:</b> The biological specimen(s) or tissue sample(s) being transferred; description will be specified in the Implementing Letter.</li> <li>- <b>UNMODIFIED DERIVATIVES:</b> Substances created by the RECIPIENT which constitute an unmodified functional sub-unit or product expressed by the ORIGINAL MATERIAL. Example: purified or fractionated subsets of the ORIGINAL MATERIAL (DNA extracts derived from tissue samples).</li> </ul> <p><b>MODIFICATIONS:</b> Substances created by the RECIPIENT which contain/incorporate the MATERIAL. Example: PCR products.</p> <p><b>COMMERCIAL PURPOSES:</b> The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation. COMMERCIAL PURPOSES</p>	<p>領する機関。機関の名称及び住所は実施書に明記する。</p> <ul style="list-style-type: none"> <li>- <b>受領研究者:</b> 受領機関を代表する個人で、オリジナル素材の受領及び処理について個人的な責任を有する者。当人の指名及び連絡先の詳細は、実施書に明記する。</li> </ul> <p><b>素材:</b> オリジナル素材及び非加工派生物。素材には、以下は含まれない：(a)修正品 (b)受領者が素材を利用して作製した他の物質のうち、加工品や非加工派生物以外の物。</p> <ul style="list-style-type: none"> <li>- <b>オリジナル素材:</b> 移転された生物試料又は組織標本。説明を実施書に明記する。</li> <li>- <b>非加工派生物:</b> 受領者の作製した物質で、オリジナル素材によって発現した産物又は非加工の機能サブユニットを構成する物質。例：精製又は分画されたオリジナル素材（組織標本由来のDNA抽出物）</li> </ul> <p><b>加工品:</b> 受領者の作製した物質で、素材を包含するもの。例：PCR産物</p> <p><b>商業目的:</b> 素材又は加工品の、利潤追求型組織に対する販売、リース、許諾、その他の移転。商業目的には受領者を含めた機関による素材又は加工品の利用 委託研究 化合物ライブラリをスクリーニング 一般販売用の産物を生産又は製造</p>
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<p>shall also include uses of the MATERIAL or MODIFICATIONS by any organisation, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organisation. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.</p> <p><b>NONPROFIT ORGANISATION(S):</b> A university or other institution of higher education, a scientific research organisation, museum or government agency.</p>	<p>利潤追求型組織に対して販売、リース、許諾、その他の移転をするような</p> <p><b>非政府組織：</b> 大学又はその他高等教育機関、科学教育機関、博物館、あるいは政府機関。</p>
<p><b>II. TERMS AND CONDITIONS OF THIS AGREEMENT</b></p> <p><i>Pursuant to the RECIPIENT's and PROVIDER's mutual consent to transfer BIOLOGICAL MATERIAL identified in the Implementing Letter, the PROVIDER and the RECIPIENT agree to the following:</i></p> <ol style="list-style-type: none"> <li>1. The ORIGINAL MATERIAL specified in the attached Implementing Letter is the property of the PROVIDER and is made available as a service to the research community. This MATERIAL will be used for teaching and academic research purposes only.</li> <li>2. The MATERIAL is provided at no cost; no transmittal fee will be requested by the PROVIDER.</li> <li>3. The PROVIDER may, at their discretion, specify in the Implementing Letter the conditions on which the MATERIAL is being sent and, by signing the</li> </ol>	<p><b>契約条項</b></p> <p><i>実施書で特定された生物素材を移転するという受領者と提供者の相互の合意に従って、提供者と受領者は以下について合意する：</i></p> <ol style="list-style-type: none"> <li>1. 附属の実施書に明記されたオリジナル素材は提供者の財産であり、研究コミュニティへのサービスとして提供可能となっている。本素材は教育及び学術研究目的のみで利用する。</li> <li>2. 本素材は無償で提供される；提供者による移送費用の請求はない。</li> <li>3. 提供者は、自らの裁量で、素材の送付に際しての条件を実施書に明記することができ、受領者は実施書に</li> </ol>

<p>Implementing Letter, the RECIPIENT will agree to these conditions.</p> <p>a) <b>Permanent loan</b>: any MATERIAL remaining after the completion of the research may remain in possession of the RECIPIENT SCIENTIST and stored indefinitely at the RECIPIENT ORGANISATION; the PROVIDER retains ownership of the ORIGINAL MATERIAL and any MATERIAL contained or incorporated in MODIFICATIONS and UNMODIFIED DERIVATIVES.</p> <p>b) <b>Donation</b>: the PROVIDER waives its right of ownership of this MATERIAL to the RECIPIENT, thereby giving the recipient full rights to use it in other studies or redistribute it within the RECIPIENT ORGANISATION and to other NON-PROFIT ORGANISATIONS at its sole discretion.</p> <p>c) <b>Temporary loan</b>: any MATERIAL remaining after the completion of the research must be either destroyed or returned to the PROVIDER, upon mutual consent; the PROVIDER retains ownership of the ORIGINAL MATERIAL and any MATERIAL contained or incorporated in MODIFICATIONS and UNMODIFIED DERIVATIVES. <i>Important: see note below!</i></p> <p>d) If loan conditions are not specified by the PROVIDER in the Implementing Letter, the MATERIAL will be regarded as being sent on a <b>permanent loan</b> basis.</p> <p><i>Note: It is understood that <b>tissue samples</b> transferred under this Agreement are destined for <b>consumptive analyses</b> and no responsibility shall be assumed by the RECIPIENT if the ORIGINAL MATERIAL or its UNMODIFIED DERIVATIVES are used up completely and cannot be returned. If <b>repatriation (return) of residual tissue, specimens, or DNA</b> (ORIGINAL MATERIAL and/or UNMODIFIED DERIVATIVES) is</i></p>	<p>署名することで、当該条件に合意することとなる。</p> <p>a) <b>永久貸出</b>： 研究終了後に残存した素材は受領研究者が所持し続け、提供機関で無期限に保存される； 提供者はオリジナル素材、及び加工物・非加工派生物に含まれ又は組み込まれた素材の所有権を維持する。</p> <p>b) <b>寄贈</b>： 提供者が、受領者に対する当該素材の所有権を放棄し、その結果、受領者に対し、他の研究で利用する、あるいは受領機関内及び他の非政府組織に自らの裁量で再配布する完全な権利を譲渡する。</p> <p>c) <b>一時貸出</b>： 研究終了後に残存した素材は相互の合意に基づき破壊するか、又は提供者に返却しなければならない； 提供者はオリジナル素材及び加工物・非加工派生物に含まれ又は組み込まれた素材の所有権を維持する。 <i>重要：下記注を参照！</i></p> <p>d) 貸出条件が提供者により実施書に明記されていない場合、当該素材は<b>永久貸出</b>として送付されたとみなす。</p> <p><i>注； 本契約に基づき移転された組織標本は分析のための消費が決定しており、オリジナル素材又は非加工物が全て利用されて返還できなくても、受領者は責任を負わない。残存組織、標本又は（オリジナル素材及び／あるいは非加工派生物の）DNAの送還（返還）を提供者に求められた場合、受領者には原価回収費が課され、価格の見積りは別の契約のもとで交渉しなければならない。</i></p>
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<p><i>requested by the PROVIDER, a <b>cost recovery fee will be charged by the RECIPIENT</b>, and a cost estimate should be negotiated under a separate agreement.</i></p> <p>4. The RECIPIENT retains ownership of:</p> <p>a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and</p> <p>b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL or UNMODIFIED DERIVATIVES).</p> <p><i>Note: If either a) or b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated under a separate agreement.</i></p> <p>5. The RECIPIENT ORGANISATION and the RECIPIENT SCIENTIST agree that the MATERIAL:</p> <p>a) is to be used solely for teaching and academic research purposes;</p> <p>b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;</p> <p>c) is to be used only at the RECIPIENT ORGANISATION and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and</p> <p>d) will not be transferred to anyone else outside the RECIPIENT ORGANISATION without the prior written consent of the PROVIDER.</p>	<p>4. 受領者は以下の物に対する所有権を保持する：</p> <p>a) 加工物（提供者がそこに含まれる素材の所有権を持つ場合を除く）</p> <p>b) 素材又は加工物の利用により作製された物質で、非加工派生物や加工物でない物（すなわち、オリジナル素材又は非加工派生物を含まない物）</p> <p><i>注： a)又はb)が提供者と受領者の共同努力に起因する物である場合、別の契約のもとで共同所有権についての交渉ができる。</i></p> <p>5. 受領機関及び受領研究者は、本件素材につき、以下について合意する：</p> <p>a) 教育及び学術研究目的のみに利用する；</p> <p>b) 臨床試験におけるヒト被験者や、提供者の書面による同意のないヒト被験者への診断目的に利用しない；</p> <p>c) 受領組織内のみ、及び受領研究者の実験室内のみで、受領研究者の裁量又は直接の監督下においてのみ利用する；</p> <p>d) 提供者の書面による事前同意なくして、受領組織外の何人に対しても移転させない。</p> <p><i>注： オリジナル素材が寄贈として移転される場合には、上記セクションc)及びd)は適用されない。</i></p> <p>6. 受領者は、受領研究者の直接の監督下で働く者以外から本件素材を要求された際には、提供者に問い合わせ</p>
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<p><i>Note: sections (c) and (d) do not apply if ORIGINAL MATERIAL is being transferred as a <b>donation</b>.</i></p> <p>6. The RECIPIENT agrees to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER agrees to make the MATERIAL available, under a separate Implementing Letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANISATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.</p> <p>a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not UNMODIFIED DERIVATIVES, or MODIFICATIONS.</p> <p>b) Under a separate Implementing Letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANISATION(S) for research and teaching purposes only.</p> <p>c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may not provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial</p>	<p>せることに合意する。提供者は、供給が可能な範囲で、本契約又は本契約の条件と調和する他の契約での別の実施書に基づき、受領研究者の研究の再現を希望する他の研究者（少なくとも非営利組織に所属する者）に本件素材を入手させることができる；ただし、これら他の研究者が当該素材の準備及び配布に関して生じる費用を補償した場合に限る。</p> <p>a) 受領者及び／あるいは受領研究者は、受領者がオリジナル素材を用いて作製した物質を、当該物質が非加工派生物や加工物でない場合に限り、制限なく配布する権利を有する。</p> <p>b) 本契約（又は少なくとも同程度に提供者の利益を守ろうとする契約）の別の実施書に基づき、受領者は、研究及び教育目的の場合のみ、非営利組織に対して加工物を配布することができる。</p> <p>c) 提供者の書面による同意なくして、受領者及び／あるいは受領研究者は加工物を商業目的で提供することはできない。受領者は、このような商業目的には提供者による商用ライセンスが必要なことを認識し、また提供者は、加工物に含まれた素材における持分権につき、商用ライセンスを与える義務はない。しかし、本条は、受領者が、当該加工物やその製造方法、利用に関する受領者の知的財産権の下で商用ライセンスを取得することを妨げるものではない。</p> <p><i>注：素材が寄贈として移転される場</i></p>
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<p>license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.</p> <p><i>Note: restrictions in section (b) do not apply if the MATERIAL is being transferred as a <b>donation</b>.</i></p> <p>7. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of, a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.</p> <p>8. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS 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 license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.</p>	<p>合には、上記セクションb)の制限は適用されない。</p> <p>7. 受領者は、本件素材が特許申請の対象である、又はその可能性があることを認識する。本契約に定める場合を除き、提供者が作製した別の形態での素材を含め、特許、特許申請、企業秘密、提供者のその他の財産権に基づく明示・黙示のライセンス及び他の権利は受領者に与えられない。特に、素材、加工物、その他関連する提供者の商業目的の権利を利用するために、明示又は黙示のライセンス及び他の権利が与えられることはない。</p> <p>8. 素材、加工物の商業目的での利用又はライセンスを受領者が希望する場合、受領者は当該利用に先立ち、商用ライセンスの条件を確立すべく提供者と誠意をもって交渉する。提供者には、このようなライセンスを利用者に与える義務がなく、独占・非独占商用ライセンスを他者に与えたり、他者が保有する前から存在する権利及び連邦政府への義務に従い、本素材に関する全部又は一部の権利を第三者に売却・譲渡したりできることを、利用者は理解する。</p> <p>9. 受領者は、素材を利用して受領者が作製した発明品について、自由に特許申請できるが、加工品、又は素材の作製・利用方法についての特許申請時には、提供者に通知すること</p>
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<p>9. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.</p> <p>10. Any MATERIAL delivered pursuant to the Agreement is understood to be experimental in nature and may have hazardous properties. However, by signing the Implementing Letter the PROVIDER acknowledges in good faith that the ORIGINAL MATERIAL is free of known biological or other hazards and that general precautions (e.g., use of proper fixatives) have been taken to minimise potential health risks to individuals who may be exposed to this material during shipment and/or processing. Otherwise the PROVIDER makes no representations and extends no warranties of any kind, either expressed or implied, of merchantability or fitness for a particular purpose.</p> <p>11. By signing the Implementing letter the PROVIDER acknowledges that the ORIGINAL MATERIAL has been collected under applicable collection and animal care permits in the country of origin and that the necessary export/import documentation has been provided, including, but not limited to:</p> <ul style="list-style-type: none"> <li>a) export permit from the country of origin (if applicable);</li> <li>b) CITES registry certificate for the PROVIDER INSTITUTION (if applicable);</li> <li>c) Canadian Food Inspection Agency import permit (if applicable).</li> </ul>	<p>に合意する。</p> <p>10. 本契約に従って引き渡された素材はいずれも本来は実験用のもので、有害性を持つ可能性があることを理解する。しかし、実施書に署名することで、提供者は、オリジナル素材には知られている生物的又は他の害はなく、輸送中及び／あるいは処理中に曝露される個人への潜在的な健康リスクを最小化するための一般的な予防措置（例：適切な固定など）が採られていることを、誠意をもって認めたものとする。そうでない場合、提供者は、特定の目的への適切性や商品性について何も表明せず、明示・黙示のいかなる保証も延長しない。</p> <p>11. 実施書に署名することで、提供者は、オリジナル素材は適切なコレクション及び原産国の動物飼育許可に基づき採取され、以下を含む（ただしこれらに限定はされない）必要な輸出／輸入書類を提供したことを認めた者とする：</p> <ul style="list-style-type: none"> <li>a) 原産国による輸出許可（該当する場合）；</li> <li>b) 提供機関のための、ワシントン条約登録証明書（該当する場合）；</li> <li>c) カナダ食品検査庁による輸入許可（該当する場合）</li> </ul> <p>注：受領者が</p> <p>12. 法で禁止されている場合を除き、受領者は素材の利用、保管あるいは</p>
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<p><i>Note: The RECIPIENT is not an enforcement authority and shall not be held responsible in the event the provider fails to supply any applicable documentation. Upon request, the RECIPIENT may advise on or assist the PROVIDER in obtaining relevant Canadian import permits.</i></p> <p>12. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from the use, storage or disposal of the MATERIAL. 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 MATERIAL by the RECIPIENT, except when caused by the gross negligence or willful misconduct of the PROVIDER, specifically in cases outlined in Paragraphs 10 and 11.</p> <p>13. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications directly resulting from use of this MATERIAL. If co-authorship is requested by the PROVIDER, this is to be negotiated under a separate agreement.</p> <p>14. This Agreement will terminate on the earliest of the following dates:</p> <p>a) When the MATERIAL becomes generally available from third parties, for example, through public depositories, provided that the RECIPIENT shall be</p>	<p>処理によって生じた損害について法的責任を負う。提供者は、受領者の素材の利用によって生じた、受領者による又は第三者の受領者に対する損失、主張、要求に対して、具体的には10及び11条の事例において、提供者に故意又は重過失がある場合を除き、責任を負わない。</p> <p>13. 本契約は、素材又は加工物の利用から生じた研究結果の出版を妨げる又は遅らせる意図で解釈するものではない。受領研究者は、素材の利用に直接由来する出版物において、素材の調達元へ適切な謝辞を述べることに合意する。提供者から共著を依頼された時は、別の契約に基づいて交渉する。</p> <p>14. 本契約は、以下の日付のうち、もっとも早い日に終了する：</p> <p>a) 受領者が、その時に入手可能な調達元から得た素材に適用可能で、最も制限的でない条件によって提供者に拘束されるという条件で、本素材が、例えば公共の保管場所など第三者から一般的に入手可能となる場合。</p> <p>b) 本素材を用いた受領者の実験が終了し、受領者が当該素材をその後利用せず、合意により返還又は残存物を破壊することになっている場合。受領者は、自らの裁量で加工物を破壊するか、又は加工物に適用される合意に従う。</p> <p>c) 一方当事者から相手方へ、30日前</p>
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<p>bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available sources.</p> <p>b) On completion of the RECIPIENT's research with the MATERIAL, provided that the RECIPIENT will discontinue use of the MATERIAL and will, upon agreement with the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.</p> <p>c) On thirty (30) days written notice by either party to the other. In the event the PROVIDER terminates this Agreement other than for breach of this Agreement or for cause such as patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue use of the MATERIAL and will, upon agreement with the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.</p> <p><i>Note: section b) only applies if MATERIAL is being transferred as <b>temporary loan</b>; paragraphs 8, 12 and 13 shall survive termination.</i></p>	<p>までに書面で通知した場合。提供者が本契約の違反や特許侵害などの理由以外で本契約を終了させる場合、提供者は、受領者の要望により、進行中の研究を終了させるために、有効な終了日を1年まで延期させなければならない。有効な終了日に、あるいは要望があった場合の延期された有効日には、受領者は素材の利用を中止し、提供者との合意に基づき、残存する素材を返還又は破壊する。受領者は、自らの裁量で、加工物を破壊する、又は加工物に適用される契約条項に拘束される。</p> <p><i>注： セクションb)は、素材が一時貸出として移転された場合のみ適用される； 第8、12、13条は契約終了後も存続する。</i></p>
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## Biological Materials-Transfer Agreement 素材移転契約 Implementing Letter 実施書

The purpose of this letter is to provide a record of the biological material transfer, to memorialize the agreement between the PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the Biological Material Transfer Agreement. The Implementing Letter is effective when signed by all parties. The parties executing this Implementing Letter certify that their respective organisations have accepted and signed an unmodified copy of the BMTA, and further agree to be bound by its terms for the transfer specified below.

本書の目的は、生物素材移転の記録を提供し、提供研究者（詳細は下記）及び受領研究者（詳細は下記）間の、生物素材移転契約（BTMA）の契約条項のすべてに従うという合意の足跡を残すことである。実施書は、すべての当事者の署名によって有効となる。実施書を実行する当事者らは、それぞれの機関がBTMAの原本を受諾して署名し、さらに以下に明記する移転に関して条件に従うことに合意したことを認証する。

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### 1. PROVIDER: 提供者

PROVIDER SCIENTIST: 提供研究者

PROVIDER ORGANISATION: 提供機関

Name: 氏名

Position: 肩書

Phone: 電話番号

E-mail: 電子メール

### 2. RECIPIENT: 受領者

RECIPIENT SCIENTIST: 受領研究者

RECIPIENT ORGANISATION: 受領機関

Name: 氏名

Canadian Centre for DNA Barcoding

Position: 肩書

Biodiversity Institute of Ontario

Phone: 電話番号

University of Guelph 50 Stone Road East

E-mail: 電子メール

Guelph, Ontario, Canada N1G 2W1

Fax: +1 519 824-5703

### 3. Description of ORIGINAL MATERIAL (to be filled by the PROVIDER):

オリジナル素材の詳細（受領者が記入）

Type of material sent:

Conditions on which material is being sent

送付された素材の種類

素材送付に際する条件

☐ whole voucher すべての受領証

☐ permanent loan 永久貸出

☐ tissue sample 組織標本

☐ Temporary loan 一時貸出

☐ DNA extract DNA抽出物

☐ donation 寄贈

☐ PCR product PCR産物

☐ subsampling サブサンプリング

*Note: If loan conditions are not specified, the MATERIAL is assumed to be sent as permanent loan*

注：貸出条件が明記されていない場合、当該素材は永久貸出として送付されたとみなす

#### 4. Sampling kit and shipping details: 採取キット及び送付の詳細

(to be filled by the PROVIDER)提供者が記入

Specify type of sample medium

Type of medium: 培地の種類 Quantity: 数

and number of units requested:

☐ 96-well microplates 96穴プレート

要請のあった標本の培地の種類及び数を明記

☐ Tube racks with silicone stoppers

シリコンストッパー付きの試験管ラック

☐ Plant tube racks チューブラック

#### Repatriation of ORIGINAL MATERIAL: オリジナル素材の送還

Repatriation requested (NB! cost recovery charges apply): ☐ Vouchers ☐ Tissue ☐ DNA

送還を希望（注意！原価回収価格が課される）：☐ 受領証 ☐ 組織 ☐ DNA

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#### I hereby certify that I have read and accepted the conditions of the attached BMTA:

On behalf of the PROVIDER

On behalf of the RECIPIENT

提供者代表

受領者代表

Signature 署名:

Signature 署名:

Date signed 日付:

Date signed 日付:

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The PROVIDER SCIENTIST should specify the loan conditions and details for the MATERIAL to be sent by filling out the digital version of this form and e-mailing it to the RECIPIENT SCIENTIST. The RECIPIENT SCIENTIST will sign two hard copies of this letter and send them to the PROVIDER, together with the **sample submission package**. The PROVIDER should then sign one copy and forward it back together with the ORIGINAL MATERIAL, as negotiated.

提供科学者は送付する素材の貸出条件及び送付される素材を本実施書のデジタル版に明記し、受領科学者に電子メールで送信する。受領科学者は、本実施書を印刷したもの（ハードコピー）2通に署名をし、**試料提出用の小包**と一緒に提供者に送付する。提供者はそのうち1通に署名をし、交渉されていた方法でオリジナル素材と一緒に返送する。

## 米国スミソニアン博物館から発表された論文“The New Age of the Nagoya Protocol<sup>83</sup>”の概略

生物多様性条約の名古屋議定書が 2014 年 10 月から効力を発している。生物学の国際共同研究を変革する新しい制度上あるいは規制上の仕組みが導入されることになる。本論文において、名古屋議定書に基づいて研究者がアクセスと利益配分交渉を行う際に用いる新しいアプローチ方法を述べている。医薬として用いられる薬草の研究が本論文のケーススタディーとして用いられている理由は、薬草研究は多くの利害関係者が関与する非商用研究や商用研究であり、国内や国際的なマーケットが関与する研究と考えられるからである。

本論文では、非商用生物多様性研究におけるアクセスと利益配分交渉を行う際に利用できる「判断に基づく枠組み」方法を提案している。この方法を用いることにより、透明性を促進し信頼を構築でき、生物多様性条約の原則を反映し、生物多様性の豊富な発展途上国の利益を尊重し保護することができる。本方法はかつて多用された対立アプローチに代わるものである。

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<sup>83</sup> <http://natureconservation.pensoft.net/articles.php?id=5412>

ABS クリアリングハウスに提供される国際的に認められた遵守の証明書 (IRCC)  
見本

*National Record Type:*<sup>84</sup> #ABSCH-IRCC

**Permits or their equivalent constituting an internationally recognized certificate of compliance (IRCC)**

*Mandatory information fields are marked with an asterisk. Failure to provide information for these fields may result in the permit or its equivalent not being made available to the ABS Clearing-House and consequently the internationally recognized certificate of compliance will not be constituted. Non-mandatory fields do not need to be completed in order to constitute an internationally recognized certificate of compliance.*

## INTRODUCTION

Parties requiring prior informed consent (PIC) are to provide for the issuance of a permit or its equivalent at the time of access as evidence of the decision to grant PIC and of the establishment of mutually agreed terms (MAT) (Article 3, paragraph 3(e)). This information is to be made available to the ABS Clearing-House in accordance with Article 14, paragraph 2(c).

Article 17, paragraph 2, provides that a permit or its equivalent issued in accordance with Article 6, paragraph 3(e), and made available to the ABS Clearing-House, shall constitute an internationally recognized certificate of compliance (IRCC).

Article 17, paragraph 3, further establishes that the internationally recognized certificate of compliance shall serve as evidence that the genetic resource which it covers has been accessed in accordance with PIC and that MAT have been established, as required by the domestic access and benefit sharing legislation or regulatory requirements of the Party providing prior

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<sup>84</sup> National records contain information that is typically required to be reported as part of a Party's obligations under the Nagoya Protocol on Access and Benefit-sharing and must be validated by the ABS-CH publishing authority prior to being made available in the ABS Clearing-House. The information submitted through this common format will be made available at <https://absch.cbd.int/search/national-records/IRCC>.

informed consent.

Article 17, paragraph 4, provides that the internationally recognized certificate of compliance shall contain the following minimum information when it is not confidential:

- (a) Issuing authority;
- (b) Date of issuance;
- (c) The provider;
- (d) Unique identifier of the certificate;
- (e) The person or entity to whom prior informed consent was granted;
- (f) Subject-matter or genetic resources covered by the certificate;
- (g) Confirmation that mutually agreed terms were established;
- (h) Confirmation that prior informed consent was obtained; and
- (i) Commercial and/or non-commercial use.

In accordance with the above, Parties are required to fill out the form. At a minimum, the mandatory fields should be filled out with the information contained in the permit (or its equivalent) issued at national level. If information to be included in a mandatory field is confidential, the field can be marked as confidential. Parties can also include additional information, including copies of the permit or its equivalent, if they so decide.

Once this information is published in the ABS Clearing-House, an internationally recognized certificate of compliance is issued/constituted. The ABS Clearing-House will then send a courtesy copy of the internationally recognized certificate by electronic means to:

- (a) The national focal point (NFP) and the competent national authority (CNA) or authorities of the country responsible for issuing the permits or its equivalent;
- (b) The provider, if this information is not confidential; and
- (c) The person or entity to whom prior informed consent was granted, if this information is not confidential.

The internationally recognized certificate of compliance plays a key role in monitoring and enhancing transparency about the utilization of genetic resources along the value chain (research, development, innovation, pre-commercialization or commercialization).

Please note that all information submitted to the ABS Clearing-House will be made public and therefore, confidential information should not be submitted. Publishing authorities are reminded that it is their responsibility to ensure that any confidentiality clauses in mutually agreed terms are respected.

General information	
<p>1. *Is this a new record or a modification to an existing record:</p>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Information is being submitted for the issuance of a new internationally recognized certificate of compliance; </div> <p style="text-align: center;">OR</p> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Information is being submitted for the modification of an existing internationally recognized certificate of compliance; </div> <div style="margin-left: 40px;"> <p><i>↳Please provide a link to existing record &lt;clearing-house record number&gt;</i></p> <p><i>↳Please indicate what the intent of the modification is:</i></p> <div style="margin-left: 40px;"> <input type="checkbox"/> Update: Information is being submitted to replace a previously issued internationally recognized certificate of compliance (a new certificate will be constituted and the old one will no longer be valid); </div> </div> <p style="text-align: center;">OR</p>

	<input type="checkbox"/> Revoke: An existing permit or its equivalent is being revoked and the constituted internationally recognized certificate of compliance will no longer be valid.  AND  <i>Provide a summary of the reason for the update of the record:</i> <Text entry>
2. *Country:	<Country name>
3. Reference number(s) to other internationally recognized certificate(s) of compliance that relate(s) to this permit: <sup>85</sup>	<clearing-house record number>
<b>Issuing Authority</b>	
4. *Competent national authority responsible for issuing the permit or its equivalent:	<i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format.</i> <sup>86</sup> <clearing-house record number>

<sup>85</sup> Sometimes a permit can be related to other previously issued permits, for instance to a permit for accessing a soil sample. Depending on the MAT, it is possible that some countries decide to issue specific permits for subsequently identified genetic resources from the taken soil sample. For such cases, the ABS Clearing-House offers the possibility to link different IRCCs together. IRCCs linked through this mechanism will be displayed together and thus facilitate tracking of the IRCCs.

<sup>86</sup> All ABS Clearing-House common formats are available at <https://absch.cbd.int/help>.

Details of the permit or its equivalent	
5. *Reference number of the permit or its equivalent: <sup>87</sup>	<Text entry>
6. Additional national references or identifiers: <sup>88</sup>	<Text entry>
7. *Date of issuance of the permit or its equivalent: <sup>89</sup>	<YYYY-MM-DD>
8. Date of expiry of the permit or its equivalent: <sup>90</sup>	<YYYY-MM-DD>
Prior informed consent (PIC) Information	
9. *The provider: <sup>91</sup>	<p><i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format</i></p> <p>&lt;clearing-house record number&gt;</p> <p style="text-align: center;">OR</p> <p style="text-align: right;"><input type="checkbox"/> Confidential information</p>

<sup>87</sup> This field will also appear as the title of this record

<sup>88</sup> Please provide information on any national identifiers that may aid users to search and retrieve information on the permit or its equivalent.

<sup>89</sup> This field refers to the date of issuance of the national permit. This information is mandatory and key to ensure legal certainty regarding the right of the user to utilize the genetic resource covered by the permit.

<sup>90</sup> Two months before the permit expires, an email is sent to the CNA alerting of the date of expiry of the IRCC. After the date of expiry of the permit, the IRCC constituted from that information will be marked as expired.

<sup>91</sup> Please provide the name and contact details of the person or entity that holds the right to grant access to the genetic resources in accordance with domestic legislation. If the information is marked as confidential the provider will not be able to receive the courtesy copy of the IRCC or the CPC. If the person or entity has already been registered with the Clearing-House, provide the appropriate record number. Alternatively, please download and complete the contact details format. All ABS Clearing-House common formats are available at <https://absch.cbd.int/help>.

10. *Confirmation that prior informed consent (PIC) was obtained or granted: <sup>92</sup>	<input type="checkbox"/> Yes
11. Additional information about the prior informed consent (PIC): <sup>93</sup>	<Text entry> and/or <URL and website name> and/or <Attachment>
12. *Person or entity to whom prior informed consent (PIC) was granted: <sup>94</sup>	<i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format :</i> <clearing-house record number>  OR  <input type="checkbox"/> Confidential information
<b>Mutually agreed terms (MAT) Information</b>	
13. *Confirmation that mutually agreed terms (MAT) were established: <sup>95</sup>	<input type="checkbox"/> Yes
14. Additional information	<Text entry>

<sup>92</sup> If PIC has not been obtained or granted, this record cannot be posted in the ABS Clearing-House and, therefore, the internationally recognized certificate of compliance will not be issued.

<sup>93</sup> If applicable, please provide any additional information about the prior informed consent, including links or attachments Detailed information may be provided in an the link or attach the documents attached document.

<sup>94</sup> Please provide the name and contact details of the person or entity to whom prior informed consent was granted. If the information is marked as confidential that person will not be able to receive the courtesy copy of the IRCC or the CPC If the person or entity has already been registered with the Clearing-House, provide the appropriate record number. Alternatively, please download and complete the contact details format. following common format: Reference record no. 1 (Contact details). All ABS Clearing-House common formats are available at <https://absch.cbd.int/help>.

<sup>95</sup> If no mutually agreed terms (MAT) have been established, this record cannot be published in the ABS Clearing-House and, therefore, an internationally recognized certificate of compliance can not be issued.

about the mutually agreed terms (MAT) - Information: <sup>96</sup>	and/or <URL and website name> and/or <Attachment>
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Subject-matter	
15.*Subject-matter or genetic resources covered by the permit or its equivalent: <sup>97</sup>	<Text entry> AND/OR <input type="checkbox"/> Specimen data: <Link to a voucher specimen held in an appropriate facility> AND/OR <input type="checkbox"/> Taxonomy: <Link to record in external database, e.g. GBIF, Catalogue of Life> AND/OR <input type="checkbox"/> Geographic coordinates: <GIS data> <sup>98</sup> OR <input type="checkbox"/> Confidential information

<sup>96</sup> If applicable, please provide any information about the mutually agreed terms. For example, this may include information on conditions for access and for benefit-sharing and other relevant information included in the mutually agreed terms. Detailed information may be provided in an attached document.

<sup>97</sup> Please provide information on the subject matter or genetic resources covered by the permit. This could include biota at any taxonomic rank, which may carry a taxonomic name. It may also include a locality of collection of the material. It may also be possible to identify the genetic resource through reference to a voucher specimen or field notes held in an identified archive or collection. Providing details about the subject matter or genetic resource covered by the permit or its equivalent can provide additional legal certainty.

<sup>98</sup> Limited to .geojson files (<http://www.geojson.org/>)

<p>16. Keywords to describe the subject-matter or genetic resource(s) covered by the permit or its equivalent:<sup>99</sup></p>	<p>-Types of organisms:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Plants<sup>100</sup></li> <li><input type="checkbox"/> Animals</li> <li><input type="checkbox"/> Microorganism<sup>101</sup></li> <li><input type="checkbox"/> Fungi</li> <li><input type="checkbox"/> Domestic species</li> <li><input type="checkbox"/> Wild species</li> </ul> <p>- Area of access of the genetic resource:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Agricultural areas</li> <li><input type="checkbox"/> Forest</li> <li><input type="checkbox"/> Inland waters</li> <li><input type="checkbox"/> Dry and sub-humid areas</li> <li><input type="checkbox"/> Marine and coastal areas</li> <li><input type="checkbox"/> Mountains</li> <li><input type="checkbox"/> Protected areas</li> <li><input type="checkbox"/> Islands</li> <li><input type="checkbox"/> <i>Ex situ</i> collections</li> <li><input type="checkbox"/> Soil or/and water samples</li> <li><input type="checkbox"/> Traditional knowledge associated with genetic resources</li> </ul>
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<sup>99</sup> Select all relevant keywords from the list below to describe the subject-matter or genetic resource(s) covered by the permit or its equivalent to facilitate your record to be found in the search.

<sup>100</sup> This includes algae.

<sup>101</sup> This could include, among others, archaea, bacteria, chromista, protozoa and viruses.

Information on the utilization of the genetic resource(s) <sup>102</sup>	
17. *Indicate if the permit or its equivalent covers commercial and/or non-commercial use:	<input type="checkbox"/> Commercial AND/OR <input type="checkbox"/> Non-commercial. OR Confidential information
18. Additional information about the uses covered by the permit or its equivalent or use restrictions: <sup>103</sup>	<Text entry>
19. Conditions for third party transfer: <sup>104</sup>	<Text entry>
Documentation	
20. Copy of permit or its equivalent, or other relevant open-access document: <sup>105</sup>	<URL and website name> And/or <Attachment> Short description: <Text entry>
Additional Information	

<sup>102</sup> The information included in this section of the IRCC is meant to allow anyone verifying that the use of the genetic resource at any stage of research, development, innovation, pre-commercialization or commercialization is done in accordance with the conditions of use of PIC and MAT.

<sup>103</sup> Access can be granted only for specified uses (e.g. for medical use), or on the contrary access could be granted for multiple uses but with specific restrictions applying (e.g. restriction to obtain intellectual property rights). If applicable, please provide any additional information about the specific uses or any use restrictions covered by the permit or its equivalent.

<sup>104</sup> Where a permit or its equivalent establish conditions or restrictions regarding the transfer to a third party, it will help to make this information available through the ABS Clearing-House in order to monitor the utilization of genetic resources and enhance legal certainty.

<sup>105</sup> Please use this field to upload a copy of the permit or its equivalent or other relevant document if desired, or provide a link to its equivalent on a national website. Include a short description of the link or attachment. Note that this information will be made publicly available through the ABS Clearing-House and therefore should not contain confidential information, nor links to information that has restricted access.

21. Any other relevant information: <sup>106</sup>	<Text entry> <i>and/or</i> <URL and website name> <i>and/or</i> <Attachment>
22. Notes: <sup>107</sup>	<Text entry>

<b>Record validation (<i>offline submission only</i>)</b>	
*Country:	<Country name>
*Name of the ABS-CH publishing authority:	<Text entry>
*Date:	<YYYY-MM-DD>
<i>I hereby confirm that the above information is correct and agree to its inclusion in the ABS Clearing-House.</i>	
*Signature of the ABS-CH publishing authority:	
<b>Submission addresses:</b>  This form should be completed and sent <b><i>by e-mail</i></b> to <a href="mailto:secretariat@cbd.int">secretariat@cbd.int</a>  <i>or alternatively by</i>  <ul style="list-style-type: none"> <li>• Fax at +1 514 288-6588; or</li> <li>• Postal mail to:   <b>Secretariat of the Convention on Biological Diversity</b>  <b>413 rue Saint-Jacques, suite 800</b>  <b>Montreal, Québec, H2Y 1N9</b>  <b>Canada</b> </li> </ul>	

<sup>106</sup> Please use this field to provide any other relevant information that may not have been addressed elsewhere in the record.

<sup>107</sup> “Notes” field is for your personal notes or comments and will be hidden when viewing the record. This field is not meant to be used for confidential information.

利用国チェックポイントが ABS クリアリングハウスに提出するコミュニケ (CPC)  
見本

National Record Type:<sup>108</sup> #ABSCH-CPC

### Information for the checkpoint communiqué (CPC)

*Mandatory information fields are marked with an asterisk. Failure to provide information for these fields may result in the record not being made available to the ABS Clearing-House.*

## INTRODUCTION

Checkpoints will collect and receive relevant information related to prior informed consent, to the source of the genetic resource, to the establishment of mutually agreed terms, and/or to the utilization of genetic resources (Article 17, paragraph 1 (a) (i)), including from the internationally recognized certificate of compliance, when such a certificate is available. In accordance with paragraph 1 (a) (iii) of Article 17, such information collected by the checkpoint needs to be provided to relevant national authorities, to the Party providing prior informed consent and to the ABS Clearing-House, as appropriate.

On the basis of the information collected or received by the checkpoint and provided by the national publishing authority to the ABS Clearing-House, a courtesy copy of the record will be automatically sent by electronic means to the following entities, as appropriate:

- The designated national authority/ies as determined in the common format on checkpoints;
- The national focal point (NFP) and the competent national authority/ies (CNA) of the country providing of the genetic resource; and
- The person or entity to whom prior informed consent was granted, if this information is not confidential. This form facilitates the flow of information between checkpoints and all parties involved, allowing countries to monitor the utilization of genetic resources.

### General information

1. \*Is this a new record or a modification to an existing record:

☐ New record

OR

☐ Update of an existing record

<sup>108</sup> National records contain information that is typically required to be reported as part of a Party's obligations under the Nagoya Protocol on Access and Benefit-sharing and must be validated by the ABS-CH publishing authority prior to being made available in the ABS Clearing-House. The information submitted through this common format will be made available at <http://absch.cbd.int/xxx>.

	<clearing-house record number> <sup>109</sup>
2. *Country issuing the checkpoint communiqué:	<Country name>
3. *Title of this checkpoint communiqué <sup>110</sup>	<Title of checkpoint communiqué>
4. Checkpoint/s that collected or received the information: <sup>111</sup>	<i>Please enter the clearing-house record number containing this information:</i> <clearing-house record number>
<b>Details of the internationally recognized certificate of compliance</b>	
5. *Links to internationally recognized certificate(s) of compliance (IRCC) that relate(s) to this communiqué <sup>112</sup> :	<Unique identifier of the internationally recognized certificate of compliance>  OR <input type="checkbox"/> The internationally recognized certificate of compliance is not available ( <i>please fill the sections 6 to 12 below</i> )
<b>Information to be collected or received when the internationally recognized certificate of compliance is not available.</b>	
6. *Source of the genetic resource: <sup>113</sup>	<Country name>

<sup>109</sup> ABS-CH record numbers can be found <http://absch.cbd.int/xxx>.

<sup>110</sup> This field serves as the title of the record, therefore it needs to be distinct and help to easily identify the record in the ABS Clearing-House.

<sup>111</sup> In this field you can select from the existing ABS-CH records, the record of the checkpoint/s that collected or received the information.

<sup>112</sup> Here, the reference of the IRCC is to be included if a user of a genetic resource presented an IRCC to the checkpoint. Use the different filters or the unique identifier in the text field to search for the existing relevant IRCC. If the IRCC is not available you need to select the option “This information is not available” and the grey box below will be enabled.

<sup>113</sup> Select the country/ies which is /are the source of the genetic resource. The country/ies selected will be the ones receiving the CPC issued from the information registered.

<p>7. *Subject-matter or genetic resources relevant to the information collected or received:<sup>114</sup></p>	<p>&lt;Text entry&gt;</p> <p>AND/OR</p> <p><input type="checkbox"/> Specimen data: &lt;Link to a voucher specimen held in an appropriate facility&gt;</p> <p>AND/OR</p> <p><input type="checkbox"/> Taxonomy: &lt;Link to record in external database, e.g. GBIF, Catalogue of Life&gt;</p> <p>AND/OR</p> <p><input type="checkbox"/> Geographic coordinates: &lt;GIS data&gt;<sup>115</sup></p>
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<sup>114</sup> Please provide details on the subject-matter or genetic resources relevant to the information collected or received by the checkpoint. This could include biota at any taxonomic rank, which may carry a taxonomic name. It may also include a locality of collection of the material. It may also be possible to identify the genetic resource through reference to a voucher specimen or field notes held in an identified archive or collection. Providing details about the subject matter or genetic resource covered by the permit or its equivalent can provide additional legal certainty.

<sup>115</sup> Limited to .geojson files (<http://www.geojson.org/>)

<p>8. Keywords to describe the subject-matter or genetic resource(s) covered by the permit or its equivalent <sup>116</sup></p>	<p>-Types of organisms:</p> <p><input type="checkbox"/> Plants <sup>117</sup></p> <p><input type="checkbox"/> Animals</p> <p><input type="checkbox"/> Microorganism<sup>118</sup></p> <p><input type="checkbox"/> Fungi</p> <p><input type="checkbox"/> Domestic species</p> <p><input type="checkbox"/> Wild species</p> <p>- Area of access of the genetic resource:</p> <p><input type="checkbox"/> Agricultural areas</p> <p><input type="checkbox"/> Forests</p> <p><input type="checkbox"/> Inland waters</p> <p><input type="checkbox"/> Dry and sub-humid areas</p> <p><input type="checkbox"/> Marine and coastal areas</p> <p><input type="checkbox"/> Mountains</p> <p><input type="checkbox"/> Protected areas</p> <p><input type="checkbox"/> Islands</p> <p><input type="checkbox"/> <i>Ex situ</i> collections</p> <p><input type="checkbox"/> Soil or/and water samples</p> <p><input type="checkbox"/> Traditional knowledge associated with genetic resources</p>
<p>9. Reference or evidence of prior informed consent (PIC) <sup>119</sup>:</p>	<p>&lt;Text entry&gt;</p>

<sup>116</sup> Select all relevant keywords from the list below to describe the subject-matter or genetic resource(s) relevant to the information collected or received by the checkpoint to facilitate your record to be found in the search.

<sup>117</sup> This includes algae.

<sup>118</sup> This could include, among others, archaea, bacteria, chromista, protozoa and viruses.

<sup>119</sup> This field is to provide information on PIC. This includes information on any national reference or identifiers that may aid users to search and retrieve information related to PIC, the permit or its equivalent in their national files.

10. Person or entity who granted prior informed consent (PIC):	<p><i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format<sup>120</sup></i></p> <p>&lt;clearing-house record number&gt;</p>
11. Person or entity to whom prior informed consent (PIC) was granted: <sup>121</sup>	<p><i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format<sup>122</sup>: &lt;clearing-house record number&gt;</i></p>
12. Reference or evidence of establishment of mutually agreed terms (MAT) <sup>123</sup> :	<p>&lt;Text entry&gt;</p>

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<sup>120</sup> All ABS Clearing-House common formats are available at <http://absch.cbd.int/xxx>.

<sup>121</sup> Please provide the contact details of the person or entity to whom prior informed consent was granted.

<sup>122</sup> All ABS Clearing-House common formats are available at <http://absch.cbd.int/xxx>.

<sup>123</sup> This field is to provide information on MAT. This includes information on any national reference or identifiers that may aid users to search and retrieve information related to MAT, the permit or its equivalent in their national files.

Information on the utilization of the genetic resource(s)	
13.*Short description of the information collected or received by the checkpoint relevant to the utilization of genetic resources, including the type of use: <sup>124</sup>	<Text entry>
14.*Person or entity utilizing the genetic resource at the checkpoint: <sup>125</sup>	<i>Please enter the clearing-house record number containing this information or, if not registered, attach a “Contact details” common format<sup>126</sup>: &lt;clearing-house record number&gt;</i>
15.Date on which the information was collected or received:	<YYYY-MM-DD> OR From <YYYY-MM-DD> to <YYYY-MM-DD>
16.Upload relevant document: <sup>127</sup> :	<Attachment> <i>and/or</i> <URL and website name>
Additional Information	
17.Additional Information: <sup>128</sup>	<Text entry>

<sup>124</sup> This could include information on utilization of genetic resources at, *inter alia*, any stage of research, development, innovation, pre-commercialization or commercialization. For instance, in cases where the checkpoint is a patent office, this would include information related to the demand of a patent based on the relevant genetic resource. The information provided will allow the provider of the genetic resource to check whether the use of the genetic resource is in conformity with PIC and MAT and that benefits are shared in accordance with MAT

<sup>125</sup> This information allows the provider of the genetic resource to check whether the person or entity to whom the PIC was granted is the same person or entity providing evidence of PIC and MAT at the checkpoint. In case of discrepancy, providers can verify information and conditions related to third party transfer.

<sup>126</sup> All ABS Clearing-House common formats are available at <http://absch.cbd.int/xxx>.

<sup>127</sup> An attachment is preferred. Otherwise, provide the location of the document, i.e. web address including the URL of the website (e.g. <http://absch.cbd.int/>) and the name of the website (e.g. “Access and Benefit-sharing Clearing-House”).

<sup>128</sup> Please use this field to provide any other relevant information that may not have been addressed

	<i>and/or</i> <URL and website name> <i>and/or</i> <Attachment>
Notes: <sup>129</sup>	<Text entry>

### Record validation (*offline submission only*)

*Country:	<Country name>
*Name of the ABS-CH national authority:	<Text entry>
*Date:	<YYYY-MM-DD>
<i>I hereby confirm that the above information is correct and agree to its inclusion in the ABS Clearing-House.</i>	
*Signature of the ABS-CH national authority:	

### Submission addresses:

This form should be should be completed and sent **by e-mail** to [secretariat@cbd.int](mailto:secretariat@cbd.int)

*or alternatively by*

- Fax at +1 514 288-6588; or
- Postal mail to:

**Secretariat of the Convention on Biological Diversity**  
**413 rue Saint-Jacques, suite 800**  
**Montreal, Québec, H2Y 1N9**  
**Canada**

elsewhere in the record.

<sup>129</sup> Notes" field is for your personal notes or comments and will be hidden when viewing the record. This field is not meant to be used for confidential information.

