

Wayana Data Sovereignty & Research Protocol

Project: Biodiversity Exploration and Species Discovery

Partners/visitors:

Location: Wayana territory in Suriname, around Apetina

Declaration of Agreement

This framework is a living document. It ensures that the Wayana are not merely the "subjects" of research, but the lead partners and ultimate owners of the scientific future of their territory.

1. Preamble: The Right to Self-Determination

In accordance with the **United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)** and the **Wayana Consultation Protocol**, the Wayana people assert their inherent right to govern the collection, ownership, and application of data concerning their lands, resources, and knowledge.

The Mulokot Foundation, as the representative body of the Wayana, acts as the primary custodian and legal steward of all data generated during this partnership.

2. The Four Pillars of Data Ownership

To ensure full sovereignty, this partnership adheres to the four internationally recognized types of Indigenous data ownership. [name company/person], and all associated researchers, citizen scientists, and media personnel must comply with these definitions:

I. Ownership

Definition: The collective right of the Wayana people to own any information or biological material derived from their territory.

- **Application:** All DNA sequences, physical specimens, GPS coordinates of new species, and ecological observations are owned by the Wayana. [name company/person], acts as a guest researcher, not an owner.

II. Control

Definition: The power to decide how data is managed, stored, and protected throughout the entire research lifecycle.

Application: The Wayana (via Mulokot) determines, together with [name company/person], which species can be studied and which areas are off-limits. They maintain the right to "veto" any part of the research that conflicts with cultural values. Decisions will, wherever possible, be discussed in advance to avoid unexpected disruption of approved research plans.

III. Access

Definition: The right of the Indigenous community to have full, unhindered access to their own data in a format they can use.

- **Application:** All scientific findings, including DNA barcoding results and laboratory reports from outside Suriname, must be shared back with the Mulokot Foundation in a clear, accessible digital format (e.g., via the *GuardianConnector* platform).

IV. Possession

Definition: The physical or digital holding of the data.

- **Application:** While [name company/person], may hold physical and digital data (for analysis and storage) in Europe, all data must be accessible for the Mulokot Foundation. Data cannot be stored in external clouds or databases (open source) without consent from Mulokot. Mulokot will also store digital data on their own server.

3. Publication and Intellectual Property (IP)

This section outlines the strict requirements for sharing findings with the outside world:

1. **Mandatory Permission:** No scientific paper, blog post, social media content, or photograph may be published without the **Free, Prior, and Informed Consent (FPIC)** of the Wayana Indigenous (the Mulokot Foundation).
2. **Co-Authorship:** Where possible, Wayana guides and experts (such as Dijon Koemapu or Gilbert Koemaja) should be acknowledged or included as co-contributors in scientific publications to recognize their role in the discovery.
3. **Naming Rights:** The Wayana have the right to provide traditional names for any new species discovered. Scientific naming (Latin nomenclature) must respect and, where appropriate, incorporate Wayana linguistic roots.

4. **Commercial Use:** The commercialization of any genetic or biological data (bioprospecting) is strictly prohibited under this agreement. For the purposes of this clause, "commercialization" is defined as any use of data or resources intended for financial gain or profit. Exceptions to this policy may be considered solely for initiatives that directly contribute to the sustainable development of the Wayana community (e.g., funding for clean drinking water, renewable energy, or healthcare). Any such use is subject to prior written approval and a formal Access and Benefit-Sharing (ABS) agreement with the Mulokot Foundation.

4. Obligations of [name company/person]

By entering Wayana territory, [name company/person], and its participants agree to:

- Act as **stewards**, not masters, of the data they collect.
- Provide training to Wayana youth in data collection and DNA technology.
- Remove all data from personal devices upon the conclusion of the project **if** requested by the Mulokot Foundation.

Signing

Jupta Itoewaki

Chair of the Mulokot Foundation

[name representative]

Function

Date: