

MEMORANDUM OF UNDERSTANDING  
FOR THE GLOBAL  
BIODIVERSITY INFORMATION  
FACILITY

Approved at GB12 in Cape Town, South Africa, April 2006  
Annex 1 approved at GB12.5 in Madrid, Spain, June 2006

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MEMORANDUM OF UNDERSTANDING  
FOR THE GLOBAL  
BIODIVERSITY INFORMATION FACILITY

The signers of this non-binding Memorandum of Understanding (MOU), being countries, economies, or inter-governmental or international organisations, or entities designated by them, have decided that a co-ordinated international scientific effort is needed to enable users throughout the world to openly share and put to use vast quantities of global biodiversity data, thereby advancing scientific research in many disciplines, promoting technological and sustainable development, facilitating the conservation of biodiversity and the equitable sharing of its benefits, and enhancing the quality of life of members of society. The importance of making biodiversity data openly available to all countries and individuals is underscored by various international agreements.

Recognising this need, the delegates to the Meeting of the OECD Committee for Scientific and Technological Policy at Ministerial Level in Paris on 22–23 June 1999 endorsed the recommendation that a Global Biodiversity Information Facility (designated hereafter as GBIF) be established, with open-ended participation.

Noting that GBIF was established in March 2001, and that the first MOU for GBIF had a duration of five years (2001-2006), the signers of this Memorandum of Understanding hereby express their intention either to continue their existing Participation in GBIF or to become new Participants of GBIF as a form of technical and scientific international co-operation.

**Paragraph 1**  
**DEFINITIONS**

1. Biodiversity Data

In the context of this MOU, biodiversity data refers to scientific data, primarily about biological species and about specimens or observations of individual organisms.

2. Participant

A country, economy, inter-governmental or international organisation or an entity designated by them, that has signed this MOU and has expressed its intention to observe the provisions herein. A Participant may designate an entity to take part in the operation of GBIF and to act for the Participant in such matters as the Participant chooses to delegate to it.

3. Participant Node

A mechanism by which a Participant coordinates and supports its GBIF data-sharing activities. A Participant Node includes both physical infrastructure and human resources. Typically a Participant Node encourages and supports the activities of the Participant's data providers to both contribute and use GBIF-served data, provides information technology (IT) infrastructure and expertise for GBIF activities, and functions as an information gateway among Participants, other partners, and the Secretariat.

**Paragraph 2**  
**UNDERSTANDINGS**

1. GBIF is an open-ended international co-ordinating body set up with the overall aim of furthering technical and scientific efforts to develop and maintain a global information facility for sharing of digital biodiversity data.
2. The Participants' involvement in this MOU is subject to the goodwill and effective contribution to GBIF's activities and operations, either financially or through any of the activities described in Article 3.3, and is subject to the applicable laws and regulations of the Participants.
3. Nothing in this MOU should be read to contradict the principles of the Convention on Biological Diversity and other relevant Conventions.
4. This MOU continues the goals and intents of the original GBIF MOU (2001-2006), in order to sustain the benefits of GBIF and allow its continued existence and development. The Governing Board may decide on suitable arrangements to facilitate the continued involvement and transition of the Participants from the original MOU to this new one.
5. This document is not legally binding and will have no effect as a legal or political precedent.

### **Paragraph 3**

## **OBJECTIVES**

#### 1. Purpose

The purpose of GBIF is to promote, co-ordinate, design and implement the compilation, linking, standardisation, digitisation and global dissemination of the world's biodiversity data, within an appropriate framework for property rights and due attribution. GBIF will work in close co-operation with established programmes and organisations that compile, maintain and use biological information resources. The Participants, working through GBIF, will establish and support a distributed information system that will enable users to access and utilise considerable quantities of existing and new biodiversity data.

#### 2. Goals of GBIF

It is the intention of the Participants that GBIF:

- (a) be shared and distributed, while encouraging co-operation and coherence;
- (b) be global in scale, though implemented nationally and regionally;
- (c) be accessible by individuals anywhere in the world, offering potential benefits to all, while being funded primarily by those that have the greatest financial capabilities;
- (d) promote standards and software tools designed to facilitate their adaptation into multiple languages, character sets and computer encodings;
- (e) serve to disseminate technological capacity by drawing on and making widely available scientific and technical information; and
- (f) make biodiversity data universally available, while fully acknowledging the contribution made by those gathering and furnishing these data.

#### 3. Involvement of the Participants

Each Participant signing this MOU should seek to:

- (a) participate actively in the formulation and implementation of the GBIF Strategic Plan and the Work Programme;
- (b) share biodiversity data through GBIF under a common set of technical standards and within an Intellectual Property Rights framework (such as that described in Paragraph 8);
- (c) form a Participant Node or Nodes, accessible via GBIF, that will organise and/or provide access to biodiversity data, or to data and metadata standards, software tools or other services to enhance the GBIF network;
- (d) as appropriate, make other investments in biodiversity information infrastructure in support of GBIF, as well as helping to co-ordinate and harmonise the biodiversity informatics programs of the Participants, and
- (e) as appropriate, contribute to training and capacity development for promoting global access to biodiversity data, including implementing specific programs to enhance the biodiversity informatics capacity and technical skills base of developing countries.

#### 4. Co-operation and Co-ordination

The Participants intend to encourage co-operation amongst themselves in the implementation of GBIF and in the development of joint work programmes in areas of mutual interest with the Secretariat of the Convention on Biological Diversity and other appropriate bodies and initiatives to avoid duplication and to benefit from existing resources and expertise.

**Paragraph 4**  
**THE GOVERNING BOARD**

1. Role and Purpose

The Governing Board will be the means by which the Participants will make collective decisions on all matters relating to GBIF, which will then be put into effect by the GBIF Secretariat.

2. Composition

The Governing Board will consist of one representative from each Participant.

There are two modes of participation:

(a) Voting Participants

Voting Participants are those Participant countries that have decided to make the financial contribution suggested in Annex I and have made a financial arrangement as described in Paragraph 10.2.

(b) Associate Participants

There are two categories of Associate Participants

- (i) Associate Participant Countries: those Participant countries that have not yet decided to make the financial contribution suggested in Annex I. They are eligible and encouraged to become Voting Participants as soon as possible.
- (ii) Associate Participant Organisations and Economies: all Participant economies, intergovernmental organisations, and international organisations are Associate Participants. They are not eligible to become Voting Participants.

Associate Participants are encouraged to take part in the deliberations of the Governing Board, but may not vote.

3. Additional Participants

The Secretariat of the Convention on Biological Diversity is invited to designate a non-voting representative to the Governing Board.

4. Voting

- (a) The Governing Board should work by consensus where mandated in this MOU.
- (b) In all other decisions, the Governing Board should strive to work by consensus whenever possible. If consensus is not reached after reasonable attempts have been made, then decisions will be made by super-majority, unless the Governing Board has decided in its Rules of Procedure to approve by simple majority.
- (c) A super-majority vote is the affirmative vote of a two-thirds majority of the Participants present and voting.
- (d) A simple-majority vote is the affirmative vote of more than one-half of the Participants present and voting.

- (e) In all cases in which this MOU expressly provides that the Governing Board act by means of a consensus decision or a vote of the Participants present and voting, “present” can mean face-to-face, by telephone, Internet, video conference, or other practical means determined in advance by the Governing Board.

## 5. Responsibilities

The Governing Board may:

- (a) establish its Rules of Procedure and such subsidiary bodies as it sees necessary for its proper functioning and the achievement of GBIF goals;
- (b) form relationships with organisations that may assist GBIF to achieve its goals;
- (c) adopt a multi-annual Strategic Plan for GBIF;
- (d) adopt the Work Programme and the Budget;
- (e) monitor the Strategic Plan, the Work Programme and the Budget and make adjustments as needed;
- (f) decide the timing and scope of independent reviews of GBIF, implementation, governance, impact or uptake;
- (g) adjust, by consensus, the scales of financial contributions suggested in Annex I, using appropriate economic indicators such as GDP;
- (h) adopt such rules, regulations and policies as may be required for the operations of GBIF;
- (i) monitor the performance of the GBIF Secretariat Host; if necessary, the Governing Board may replace the GBIF Secretariat Host;
- (j) select the Executive Secretary; the Governing Board may also remove the Executive Secretary;
- (k) approve the Staff Rules for the GBIF Secretariat based on recommendations from the Executive Secretary;
- (l) provide guidance and direction to the Executive Secretary on the duties of the position and monitor the Executive Secretary’s performance;
- (m) approve the annual financial statement and select the audit company;
- (n) carry out the other functions conferred upon it by this MOU, including by any Annexes or modifications hereto; and
- (o) consider any matters pertaining to GBIF or its operations submitted to it by the Executive Secretary, the GBIF Secretariat Host, or by any Participant;

## 6. Executive Committee

The Governing Board may establish an Executive Committee that is responsible for monitoring the performance of the Secretariat in implementing the decisions of the Governing Board, including the Strategic Plan, the Work Programmes, and budgets, and for making those intersessional decisions delegated to it by the Governing Board.

## **Paragraph 5**

### **THE GBIF SECRETARIAT HOST**

#### **1. Role and Purpose**

The GBIF Secretariat Host will provide the location, facilities and services agreed to in an arrangement between the Governing Board and the GBIF Secretariat Host. The services may cover staff management, financial management, accountancy, legal assistance, etc. The GBIF Secretariat Host may house the GBIF Secretariat and manage it in accordance with the laws in force in the country of the GBIF Secretariat Host. The GBIF Secretariat Host will also obtain or provide legal status for the GBIF Secretariat.

#### **2. Reimbursement of Costs**

- (a) Through appropriate financial arrangements with the GBIF Secretariat, expenses and costs reasonably and properly incurred by the GBIF Secretariat Host in supporting the GBIF Secretariat, above those costs that the GBIF Secretariat Host itself has agreed to provide, may - based upon a prior arrangement by the Executive Secretary - be paid from the funds collected pursuant to Paragraph 9.
- (b) Neither the GBIF Secretariat Host, nor its experts, employees, agents, representatives or contractors are entitled to commit the Participants to any expenditure beyond what is available in the Central Fund, as defined in Paragraph 9.1(b).

**Paragraph 6**  
**THE GBIF SECRETARIAT**

1. Role and Responsibility

The GBIF Secretariat will execute the Work Programme in accordance with the Strategic Plan, and spend the Budget, under the direction of the Executive Secretary.

2. Designation

The GBIF Secretariat will consist of the Executive Secretary and such other staff as are judged necessary by the Governing Board.

3. Accountability

The GBIF Secretariat will be accountable through the Executive Secretary to the Governing Board for the execution of all scientific, financial and administrative activities undertaken to implement the GBIF Work Programme. The activities of the GBIF Secretariat will be subject to the laws and jurisdictions in force in the country of the GBIF Secretariat Host.

4. Tasks

The GBIF Secretariat will:

- (a) employ the Executive Secretary and other GBIF Secretariat staff;
- (b) be the holder of the Central Fund described in Paragraph 9.1;
- (c) be responsible for developing financial arrangements with Voting Participants specifying how those Participants will make their financial contributions to the Central Fund; and
- (d) hold in trust, and for the benefit of the Participants, all assets which may accrue to or be acquired for GBIF.

5. Transfer of Tasks to the Secretariat Host

Through appropriate financial arrangements between the Secretariat Host and the Secretariat, and with the approval of the Governing Board, some or all of the tasks listed in Paragraph 6.4 may be transferred to the GBIF Secretariat Host.

## **Paragraph 7**

### **THE EXECUTIVE SECRETARY**

#### **1. Role and Authority**

- (a) The Executive Secretary will act as the chief executive officer of GBIF and the Director of the GBIF Secretariat.
- (b) The Executive Secretary will have the authority, within limits and guidelines decided by the Governing Board, and, subject to the provisions of this Memorandum of Understanding, to enter into contracts and administer funds on behalf of GBIF.
- (c) The activities of the Executive Secretary will be subject to the laws and jurisdictions in force in the country of the GBIF Secretariat Host.

#### **2. Accountability**

The Executive Secretary will be accountable to the Governing Board for all scientific, financial and administrative activities of the GBIF Secretariat.

#### **3. Responsibility**

The responsibilities of the Executive Secretary include:

- (a) implementing the Work Programme and expenditure of the Budget;
- (b) hiring, such staff as may be required to carry out the Work Programme;
- (c) supervising the work of the GBIF Secretariat and its staff, including consultants and seconded personnel;
- (d) preparing and submitting to the Governing Board, not later than three months before the beginning of each financial year, a draft annual Work Programme and a Budget, together with an indicative Draft Work Programme and a Draft Budget for the following two years;
- (e) providing the Governing Board with a technically substantive Annual Report and an audited Financial Statement for approval; and
- (f) representing GBIF as appropriate.

**Paragraph 8**  
**INTELLECTUAL PROPERTY**

1. Applicable Law

Nothing in this MOU should be read to alter the scope and application of Intellectual Property Rights and benefit sharing agreements as determined under relevant laws, regulations and international agreements of the Participants.

2. Access to Data

To the greatest extent possible, GBIF is an open-access facility. All users, whether GBIF Participants or others, should have equal access to data in databases affiliated with or developed by GBIF.

3. Intellectual Property Rights to Biodiversity Data

GBIF promotes the free dissemination of biodiversity data and, in particular:

- (a) should not assert any proprietary rights to the data in databases that are developed by other organisations and that subsequently become affiliated to GBIF;
- (b) should seek, to the greatest extent possible, to make freely and openly available, with the least possible restrictions on reuse, any data commissioned, created or developed directly by GBIF; and
- (c) should respect conditions set by data providers that affiliate their databases to GBIF.

When establishing affiliations or linkages with other databases, GBIF should seek to ensure that the data so made available will not be subject to limitations on the further non-commercial use and dissemination of those data, apart from due attribution of their source.

4. Attribution

GBIF should seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data.

5. Access to Specific Data

Nothing in this MOU should be read to restrict the right of owners of databases affiliated with GBIF to block access to any data.

6. Validity of Data

It should be a condition of access to and use of GBIF that users acknowledge that the validity of the data in any databases affiliated with GBIF cannot be assured. GBIF should disclaim responsibility for the accuracy and reliability of the data as well as for the suitability of its application for any particular purpose.

7. Legitimacy of Data Collection

Where the collection of new data has entailed access to biodiversity resources, GBIF should ask for reasonable assurances from the data provider that such access was consistent with applicable laws, regulations and any relevant requirements for prior informed consent.

8. Intellectual Property Rights to Biodiversity Tools

GBIF may claim appropriate Intellectual Property Rights available within applicable national jurisdictions over any tools, such as search engines or other software products that are developed by GBIF while carrying out the GBIF Work Programme.

9. Technology Transfer

The Participants acknowledge that, subject to any relevant Intellectual Property Rights, GBIF should seek to promote the non-exclusive transfer, on mutually agreed terms, to research institutions, particularly in developing countries, of such informatics technology as it has available, especially in conjunction with training and capacity development programs.

## **Paragraph 9**

### **FINANCE**

#### **1. Basic Financial Contributions**

- (a) Financial contributions made by Voting Participants in accordance with the scales in Annex I (and transferred to the GBIF Secretariat via the financial arrangements described in Paragraph 10.2) are considered to be Basic Financial Contributions.
- (b) These contributions are to be held by the GBIF Secretariat in a Central Fund and used as stipulated in the Budget approved by Governing Board.
- (c) The scales for Basic Financial Contributions are to be reviewed and approved by the Governing Board every five years, unless the scales are changed by consensus of the Governing Board

#### **2. Supplementary Financial Contributions**

- (a) In addition to Basic Financial Contributions, both Voting and Associate Participants may make Supplementary Financial Contributions to fund specific parts of the Work Programme, or for other specified purposes agreed to by the Governing Board. Those specified purposes may include facilitating attendance by Participants from developing countries at meetings of the Governing Board.
- (b) Supplementary Financial Contributions are to be held by the GBIF Secretariat, kept separate from other contributions, and used only for the purposes specified by the Participants making them.

#### **3. Other Income**

The Secretariat may accept other income from additional sources (e.g. foundations, agencies, research councils, and private companies) offered for the purposes set out in this MOU and the Strategic Plan.

#### **4. Costs Borne by Participants**

Participants bear the costs of their own participation in GBIF, including the costs of establishing and supporting their Participant Node(s), formulating or transmitting reports, travel costs for their delegates, and other expenses related to attendance by their representatives at meetings of the Governing Board and other GBIF functions, events, and activities.

#### **5. Crediting of Income**

Any income generated in the course of GBIF activities that accrues to the GBIF Secretariat is to be used for advancing the GBIF Work Programme.

## **Paragraph 10**

### **ASSOCIATION AND DISASSOCIATION OF PARTICIPANTS**

#### **1. Association of Participants**

Association with this MOU is open to any country, economy, inter-governmental or international organisation or to an entity designated by them. Such association becomes effective upon signature of this MOU.

#### **2. Participant Status**

- (a) A country that has signed the MOU-becomes eligible to be a Voting Participant on the Governing Board by making the financial arrangement negotiated with the GBIF Secretariat, as described in Paragraph 6.4(c). This arrangement sets out the Voting Participant's financial contribution as suggested in Annex I, and the period for which the arrangement is valid.
- (b) In order to retain its voting status, a Voting Participant must make its financial contribution each year within six months of the due date set out in the financial arrangement described in Paragraph 6.4(c).

#### **3. Disassociation of Participants**

- (a) Any Participant may disassociate itself from this MOU by advising the Governing Board in writing of its intention to do so and of the effective date.
- (b) In the event of disassociation of a Voting Participant, the Governing Board may decide by consensus to adjust the Work Programme and the Budget to take account of such disassociation or, again by consensus, may decide to adjust the scale of contributions of Participants to the Budget.

**Paragraph 11**  
**OTHER MATTERS**

1. Duration

(a) GBIF is intended to be a long-term cooperative endeavour, in order to sustain the benefits of access to biodiversity data.

(b) This MOU covers the period 1 January 2007 to 31 December 2011.

2. Termination

The Voting Participants, acting by consensus, may terminate this MOU at any time. In a situation where termination or expiration of this MOU occurs without a new MOU or other document being in place, the GBIF Secretariat, acting in accordance with the laws of the jurisdiction in which it is located, will arrange for the liquidation of the assets of GBIF; property held by the GBIF Secretariat for the benefit of the Participants is to be regarded, for this purpose, as assets of GBIF. In the event of such liquidation, the GBIF Secretariat, so far as practicable, will distribute any assets of GBIF, or the proceeds therefrom, in proportion to the basic financial contributions which the Participants have made from the beginning of the operation of GBIF.

3. Annexes

Annexes to this MOU are an integral part of the document.

4. Modifications

Excepting paragraph 2 (5), this MOU (including its Annexes) may be modified at any time by the Governing Board through a consensus vote of all the representatives of all the Voting Participants present and voting at the yearly business meeting of the Governing Board.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **Annex I**

### **FINANCIAL CONTRIBUTIONS FOR VOTING PARTICIPANTS**

#### 1. Intent of this Annex

This Annex describes the suggested financial contributions for voting participation in GBIF for the five financial years: 1 January 2007 to 31 December 2011.

#### 2. Classes of Voting Participants

For purposes of the financial contributions, there are two classes of Voting Participants. "Existing Voting Participants" are defined as the 26 Voting Participants which were in place in the last year of the previous MOU (2006). "New Voting Participants" are those which did not have Voting Participant status in the first MOU.

#### 3. Suggested Basic Financial Contributions

The criteria for the calculation of the basic financial contribution for Voting Participants and the actual amount to be paid in each financial year are listed in Table 1 below.

3.1 For Existing Voting Participants, the GDP figures for 2004, as listed on the World Bank web-site, determine the basic contribution, with the proviso that during any year of this MOU, no Existing Voting Participant shall contribute a sum lower than its contribution under the first GBIF MOU (2001-2006).

3.2 For New Voting Participants, the contribution is based on the country's most recent GDP as listed on the World Bank web-site, at the time they become a Voting Participant.

#### 4. Minimum Contribution

The minimum contributions to GBIF will be 500 Euros.

#### 5. Cap

The basic contribution for any country is capped at 23.5% of the total core budget.

#### 6. Reduction in contributions for countries with a per capita GDP less than 10.000 USD.

Countries whose per capita GDP according to the World Bank country statistics is less than 10.000 USD may contribute with 50% of the required amount, but never below the minimum contribution.

#### 7. New Voting Participant

The basic financial contribution for a New Voting Participant is determined by its GDP and the year in which it becomes a Voting Participant.

However, for the first year of its participation in GBIF, a New Voting Participant may acquire voting rights by making a contribution of at least one half of the suggested amount, as long as the contribution does not go below the minimum contribution of 500 Euros.

Contributions for subsequent years shall be at the full level in order to retain voting rights.

#### 8. Fixed contribution for 2007-2011

Once a country becomes a Voting Participant or continues under this MOU to be a Voting Participant, its basic financial contribution will be fixed for the duration of this MOU at the amounts shown in, or derived from, Table 1 below, even if its GDP subsequently changes.

9. Addition or departure of Voting Participants

Neither the addition of a New Voting Participant, nor departure of a Voting Participant, will affect the contributions of the remaining members, unless the Governing Board decides to change the payment structure as allowed under Paragraph 4.5(g) of this MOU.

10. Negotiation of alternative payment schedules

When negotiating the financial arrangement with a Voting Participant, the Secretariat, with approval of the Executive Committee, may accept a payment schedule of the basic financial contribution that deviates from Table 1.

11. Payment of contributions

The suggested basic financial contribution may be paid either in Euros or in the equivalent amount of Danish Kroner (DKK) unless another currency is accepted by the Executive Secretary in a financial arrangement as described in Paragraph 10.2 of this MOU.

Details of the financial contributions will be specified in the GBIF Financial Regulations.

### **Suggested Annual Basic Financial Contribution for 2007-2011**

The basic financial contribution from each Voting Participant is proportional to its GDP, applying the modifications listed in points 3-6 above.

Table 1 shows the suggested basic financial contribution for Existing Voting Participants, taking into account provisions 3-6 above.

To determine the basic financial contribution for a New Voting Participant, look up the country's latest GDP as listed at the World Bank web site, and use that amount (in billions) to determine the suggested basic financial contribution for the year of becoming a Voting Participant, following the instructions in Table 2.

**Table 1:****Suggested basic financial contributions for Existing Voting Participants (in Euros)**

Current Voting Participants	2007 contribution	2008 contribution	2009 contribution	2010 contribution	2011 contribution	Average contribution rounded
United States of America	646.300	743.200	819.700	887.800	947.300	808.900
Japan	556.600	640.100	706.000	764.600	815.800	696.600
Germany	326.700	375.700	414.400	448.800	478.900	408.900
United Kingdom	254.100	292.200	322.300	349.100	372.500	318.000
France	242.300	278.600	307.300	332.800	355.100	303.200
Spain	119.900	137.900	152.100	164.700	175.700	150.100
Canada	118.500	136.300	150.300	162.800	173.700	148.300
Republic of Korea	82.200	94.600	104.300	113.000	120.500	102.900
Australia	79.500	87.900	97.000	105.000	112.100	96.300
Netherlands	79.500	80.300	88.600	96.000	102.400	89.400
Belgium	79.500	79.500	79.500	79.500	79.500	79.500
Sweden	79.500	79.500	79.500	79.500	79.500	79.500
Denmark	79.500	79.500	79.500	79.500	79.500	79.500
Norway	79.500	79.500	79.500	79.500	79.500	79.500
Finland	79.500	79.500	79.500	79.500	79.500	79.500
Portugal	79.500	79.500	79.500	79.500	79.500	79.500
Mexico	39.900	45.900	50.600	54.800	58.400	49.900
South Africa	40.000	40.000	40.000	40.000	40.000	40.000
New Zealand	40.000	40.000	40.000	40.000	40.000	40.000
Peru	4.100	4.700	5.200	5.700	6.000	5.100
Slovenia	3.900	4.400	4.900	5.300	5.600	4.800
Costa Rica	1.100	1.300	1.400	1.500	1.600	1.400
Iceland	1.400	1.600	1.700	1.900	2.000	1.700
Estonia	550	630	700	760	810	690
Nicaragua	500	500	500	500	500	500
Equatorial Guinea	500	500	500	500	500	500

**Table 2:****Calculating the suggested basic financial contributions for New Voting Participants (in Euros)**

To calculate the suggested financial contribution, go to the World Bank web site ([www.worldbank.org](http://www.worldbank.org)) to get the latest GDP information for your country.

Use the following table to calculate the basic financial contribution for the year in which you are to become a Voting Participant, and all subsequent years.

To calculate the basic financial contribution for each year, multiply the GDP (in billions of USD) by the multiplier

Year	2007	2008	2009	2010	2011
Multiplier	121,00	139,15	153,48	166,22	177,36

This gives the *unadjusted* requested financial contribution, in Euros, for the years indicated.

Then apply modifications 4-7 from the text above if any of them apply to your country.