

GUIDELINES FOR DATA AND INFORMATION ACCESS AND SHARING FOR THE WILDLIFE SECTOR IN KENYA

Wildlife Research and Training Institute (WRTI)

Postal Address: P.O. Box 842-20117, Naivasha, Kenya

Phone: +254-050-2020577/ 2020267 Mobile: +254-700000321/ 731919465

Email: wrti@wrti.go.ke

Website: www.wrti.go.ke

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ACRONYMS AND ABBREVIATIONS

CAK Conservation Alliance of Kenya

DRSRS Department of Resource Surveys and Remote Sensing

IPR Institute of Primate Research

KEMFRI Kenya Marine and Fisheries Research Institute

KENTTEC Kenya Tsetse and Trypanosomiasis Eradication Council

KWCA Kenya Wildlife Conservancies Association

KWS Kenya Wildlife Service

WRTI Wildlife Research and Training Institute

NACOSTI National Commission for Science, Technology and Innovation

NGO Non Governmental Organisation

NMK National Museums of Kenya

OIE World Organization for Animal Health

PAC Problem Animal Control

WCMA Wildlife Conservation and Management Act

DGC Data governance committee

IDMS Integrated data management system

DTA Data transfer agreement

DEFINITION OF TERMS

Certain operational terminologies used in these guidelines are defined for clarity as follows;

Access: Permission to identify, obtain and make use of data and

information effectively.

Agency: Means any public office, as defined in Article 260 of the

Constitution of Kenya; or any entity performing a function within a commission, office, agency or other body established under the

Constitution.

Agreement: A negotiated and typically binding arrangement between parties

to a course of action.

Authorised data and information

officer:

data Means any officer of a public entity or private body designated under section 5.4 as such for purposes of these guidelines OR refers to the officer who serves as the main point of contact for all communications involving these guidelines. The officer assumes all responsibility for compliance with all terms of this Data and information sharing guidelines by employees of the receiving organization.

Authorized access:

Specifies conditions to fulfil before gaining access to data and information/function of specifying access rights/privileges to resources related to data and information.

Breach:

An act of violation or failing to observe a law, agreement, or code of conduct as specified in these guidelines.

Classified data:

Refers to any data, information or variables that is confidential and protected by law or policy that requires the highest level of access control and security protection, whether in storage or transit and WRTI feels by its release will compromise country's security as or as described in section 6 of the access to information Act, 2016.

Confidentiality: State of keeping or being kept secret or private.

Consent: Permission or agreement to obtain data and information.

Data sharing: Exchange of data and information between WRTI, relevant

Government Agencies, Conservation NGOs and international

Institutions

Data: Raw or unorganised facts (such as alphabets, numbers or symbols)

that refer to or represent, conditions, ideas, or objects, symbols or signals that are input, stored that need to be processed to make it

useable.

Disclosure: The action of making new or secret information known.

Information: Data processed, organized, structured or presented in a given

context so as to make it useful. It includes all records held by a public entity or a private body, regardless of the form in which the

information is stored, its source or the date of production.

Inventory: The resources found in a national park, reserve, sanctuary and

conservancy or any other wildlife inhabited area

Non-restricted data: Lowest level of official classification for data.

Organisations: Means any private entity or non-state actor that:

 a) Receives public resources and benefits, utilizes public funds, engages in public functions, provides public services, has exclusive contracts to exploit natural resources (with regard to

said funds, functions, services or resources); or

b) Is in possession of information which is of significant public interest due to its relation to the protection of human rights, the environment or public health and safety, or to exposure of corruption or illegal actions or where the release of the information may assist in exercising or protecting any right;

Originating partner:

The partner/provider who produces data and information and within whose jurisdiction an application is made or authorised access/user is required.

Guidelines:

A set of rules for exchanging/sharing data and information between government, inter-governmental agencies, Conservation NGOs and International organisations

Secondary
Disclosure:

Particulars that determine whether data and information may be shared with third parties.

Third Party:

An entity that does not have a direct connection with a legal transaction between two entities or any agency, organisation or individuals but may require to make use of data and information shared by the two legal entities.

Wildlife:

Means any wild and indigenous animal, plant or microorganism or parts thereof within its constituent habitat or ecosystem on land, or in water as well as species that have been introduced or established in Kenya as per the Wildlife Act

Wildlife data:

Means a set of values with respect to qualitative or quantitative variables related to wildlife.

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FOREWARD

The Constitution of Kenya, 2010, provides for the fundamental right of access to information. The National Wildlife Strategy 2030 outlines a vision for wildlife conservation as part of a strong environmental foundation for achieving Kenya's sustainable development agenda. It highlights the need to engage all Kenyans in recognizing the value of our wildlife and embracing their role in its conservation through appropriate collaborative initiatives. Currently, Kenya does not have a secure wildlife data and scientific information central depository where archived data is stored and can be accessed through a data sharing platform for harnessed analysis and synthesis.

Pillar 3 of the strategy recognizes the need for evidence based decision-making and emphasizes the importance of knowledge, information, and human capital for successful conservation. This pillar includes strategies to enhance capacity, develop evidence based decision support tools for adaptive management, and promote data sharing, use, and integrated cross-sectoral and multi-scale planning for conservation and sustainable development. Uncoordinated, underfunded, limited sharing and access to data and information is identified as a hindrance to evidence-based conservation decision-making process.

Wildlife Conservation and Management Act, 2013 provides a framework to develop regulations for access and sharing of wildlife data and information in the wildlife sector to inform the Country's international obligations and domestic laws on wildlife conservation and management goals including informed decision making to support conservation, sustainable utilization, and equity of benefits between providers and users of wildlife resources.

The WRTI strategic plan (2021-2025) mission is to conduct and coordinate wildlife research and training through innovative approaches to enable provision of accurate data and information to stakeholders for decision making. The KWS Strategic Plan, (2019-2024) vision is to conserve Kenya's wildlife and its habitats for posterity, while its mission is to sustainably manage Kenya's wildlife and its habitats for the benefit of nature and humanity. These two policy documents provide a framework for enhanced collaboration

with stakeholders on access to and sharing of data and/or information in the wildlife sector to inform national policies and development initiatives.

DR. WINNIE KIIRU

Ag. CHAIR OF THE BOARD

PREFACE

The Wildlife Conservation and Management Act 2013 Section 7(l) mandates Wildlife

Research and Training Institute (WRTI) to conduct and co-ordinate, all research activities

in the field of wildlife conservation and management and ensure application of research

findings in conservation planning, implementation and decision making. The Institute is

required to provide relevant data and information to inform policy on conservation

related issues in Kenya.

These guidelines are a National Wildlife Sector policy document that provides

framework on best practice related to sharing of data and information on wildlife

between the various partners in compliance with the relevant laws and in line with

Section 62 subsection 5 of the WCMA, 2013.

The guidelines have been developed by WRTI and KWS in collaboration with partner

agencies. These partners include relevant government agencies [National Museums of

Kenya (NMK), Department of Resource Survey and Remote Sensing (DRSRS), Kenya

Marine and Fisheries Research Institute [KEMFRI], Kenya Institute of Primate Research

(IPR), National Commission for Science, Technology and Innovation (NACOSTI)], Inter-

Government Agencies, members of the Conservation Alliance of Kenya (CAK), Members

of Kenya Wildlife Conservancies Association (KWCA), Universities and research

institutions.

These guidelines will streamline access to information and data sharing among

stakeholders to enhance service delivery by the Government of Kenya.

DR. PATRICK OMONDI, OGW

Ag. DIRECTOR

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1.0 INTRODUCTION

- 1.1 The Wildlife Conservation and Management Act, 2013 (WCMA, 213), mandates WRTI to conduct and coordinate wildlife research and training in the country.
- 1.2 The WCMA 2013 provides a framework to develop regulations for access and sharing of wildlife data and information in the wildlife sector between the WRTI, relevant government agencies and other stakeholders as outlined in Sections 60, 61 and 62 in order to achieve the Country's Wildlife Conservation and Management goals.
- 1.3 The WRTI, lead agencies and stakeholders have a responsibility to ensure that collection and use of Wildlife data and information is in accordance with the WCMA, 2013 and other relevant laws.
- 1.4 These guidelines address the conditions and the manner in which the WRTI, various partner agencies and organizations can share data and information for various purposes.
- 1.5 The guidelines identify different levels of access to data and information
- 1.6 The guidelines will address challenges of data gaps, duplication of efforts and prioritization of conservation initiatives.

2.0 OBJECTIVES

- 2.1 The overall objective of these guidelines is to enhance Wildlife research governance, improve partnerships and strengthen collaborations among data providers and data and information users as provided by international obligations and the National laws.
- 2.2 The specific objectives are to:
 - 2.2.1 Operationalize the WCMA,2013 in relation to access and sharing of wildlife data and information
 - 2.2.2 Promote ease of access to and sharing of wildlife data and information among stakeholders;
 - 2.2.3 Encourage sharing of wildlife data and information legally; and,
 - 2.2.4 Support a process that will monitor and review wildlife data and information flow

- 2.2.5 To provide a framework for access to and sharing of wildlife data and information between the Wildlife sector, relevant government agencies and other stakeholders
- 2.3 These guidelines supersede all other formal agreements and contracts that already exist between the partner organizations on data access and information sharing.

3.0 SCOPE

- 3.1 These guidelines are on access to and utilization of data and information generated from Kenyan Wildlife resources as provided in the Wildlife Act 2013.
 - 3.2 The guidelines are also on access to historical/archival data and information ownership including previously accessed data and generated information on wildlife held in databases found in Kenya Wildlife Service and outside WRTI including foreign institutions and organizations
- 3.3 The guidelines constitute grounds for access to and sharing of data and information as provided for under relevant sections of WCMA, 2013.
 - i. Informing government policy development and decision making process
 - ii. Inform research and development.
- iii. Supporting effective and efficient government services delivery
- 3.4 Wildlife data and information generated by the WRTI and other authorized individuals and entities and provided to the WRTI as the custodian in the country. WRTI will acknowledge the source of data as appropriate
- 3.5 The WRTI will periodically as a legal obligation and on request provide data and information related to wildlife
- 3.6 Data and Information will be stored at the WRTI National Database as per Section 60 Subsection 1 of the WCMA, 2013.
- 3.7 Access and sharing of wildlife data and information will be upon application and statement of the purpose for which the information is

- requested for and completion of application in a prescribed format. (Annex 3,4, and 5).
- 3.8 If raw data is to be used for academic, publishing and other research purposes, then authority shall be requested from the source partner in observance of intellectual property rights
- 3.9 The guidelines will make available data and information through laid down procedure to all the stakeholders and the general public (WCMA 2013, Section: 60 Subsection:4)
- 3.10 The guidelines categorize data on wildlife where conditions must be met for such data to be provided.

4.0 PURPOSE FOR ACCESS AND SHARING DATA AND INFORMATION

- 4.1 It is a legal requirement as per WCMA, 2013 Section: 60, 61, 62, 64
- 4.2 The partner organizations and individuals must clearly indicate the specific purpose for which they may need to access and share data and information, Section: 60 Subsections: 2.
- 4.3 This will be recorded in request and release forms (Annex 4 and 5).
- 4.4 The data and information will be shared for the following purposes:
 - i. To guide formulation of wildlife conservation and management policies
 - ii. To inform review of the Wildlife Conservation and Management Act
 - iii. To inform decision making process for infrastructure and social amenities development projects in wildlife areas
 - iv. To guide the identification and review of research requirements for specific wildlife and associated habitats
 - v. To inform decision making process by conservation area management
 - vi. For academic research and innovations

- 4.5 The partner agencies will ensure that data and information on wildlife is provided according to provisions of Laws of Kenya
- 4.6 The WRTI will state the identity of the designated authorised data and information officer
- 4.7 The partner agencies will also ensure that non-restricted data and information on wildlife is made readily and easily available through websites for ease of access
- 4.8 The partner agencies will ensure that restricted data and information is requested and shared on the principle that it will be made available only on a justifiable 'need to know bases. This means that staff will have access to restricted data and information only if the function they are required to fulfil cannot be achieved without access to the data and information in question

5.0 TYPES OF DATA AND INFORMATION TO ACCESS AND SHARE

- 5.1 In these guidelines the terms 'data' and 'information' are different.
- 5.2 In these guidelines, data is classified as authorized access.
- 5.3 The open access data is available on the websites of partner agencies and organization therefore no authority is required to access it
- 5.4 These guidelines provide the procedure for access of data and information that require authorization
- 5.5 The following data and information sets are available at the WRTI, Other National Government Institutions and Conservation NGOs including International Institutions:
 - a) Population status of terrestrial and marine mammals, birds, small mammals, herpetofauna and arthropods
 - b) Estimates of livestock populations and human activities in key ecosystems
 - c) Human-wildlife conflicts data
 - d) Geographically referenced (Shapefiles) data on protected area infrastructure and amenities
 - e) Key wildlife species mortality data

- f) Geographically referenced animal movements data on some GPS enabled collars of some species of wildlife
- g) Habitat status data and information
- h) Tourists and revenue statistics in protected areas
- i) Permitted research topics in Kenya
- i) Wildlife diseases
- k) Wildlife intervention (translocation, treatment)
- 1) Licensed wildlife utilization facilities
- m) Authorized captive wildlife facilities
- n) Inventory of community and private conservancies
- o) Inventory of National Parks, Reserves, Sanctuaries and KWS Problem Animal Management stations
- p) Status of prosecution on cases related to wildlife crime
- q) Wildlife samples in recognized depository centres

6.0 KEY PRINCIPLES

The principles express core ethical commitments between the parties to these guidelines. The data sharing principles are in line with the data policies at national and international level.

- 6.1 Data and information should be fully and openly shared, subject to national or international jurisdictional laws and policies, including respecting appropriate extant restrictions, and in accordance with international standards of ethical research conduct
- 6.2 Data and information produced for research, education, and public-domain use will be made available with minimum time delay on fulfilling the required data and information access and sharing conditions
- 6.3 All who produce, share, and use data are stewards of the data, and have responsibility for ensuring that the authenticity, quality, and integrity of the data are preserved, and respect for the data source is maintained by ensuring privacy where appropriate, and encouraging appropriate citation

- of the dataset and original work and acknowledgement of the data repository
- 6.4 Declaration of purpose for access and use of data and information: Data requested will only be availed once the purpose for which the data is sort has been clearly stated and relevant documents filled and signed
- 6.5 Certain data and information is classified as 'sensitive' or 'restricted' with appropriate justification and following clearly defined protocols. In the event that an approval to make such data available for a specific purpose, the use shall be limited to the purposes for which it was requested and should not be shared with third parties
- 6.6 The Institute shall ensure proper procedures to secure, store and use the data and information
- 6.7 Access to and sharing of data and information with third parties will require authority from the data source except if ordered by court of law or if data is being shared with a government agency. The shared data will only be used for the purpose for which it was requested.

7.0 LEGAL FRAMEWORK

- 7.1 Institutions, organizations and individuals that generate and hold wildlife data and information are obligated to adhere to the provisions of the WCMA, 2013 and relevant policies and legislations
- 7.2 The Institute is obligated to provide data and information to relevant government agencies and stakeholders for specific purposes
- 7.3 The laws concerning the protection, access, disclosure and use of data and information on wildlife in Kenya include the following and is further explained in annex 1:
 - i. The Constitution of Kenya, 2010
 - ii. The Wildlife Conservation and Management Act, 2013
 - iii. Environmental Management and Co-ordination Act, 1999

- iv. Environmental Management and Co-ordination (Amendment) Act, 2015
- v. Access to Information Act, 2016
- vi. Copyright Act,2014
- vii. The Industrial Property Act, 2001
- viii. Science, Technology and Innovation Act, 2013

8.0 SECONDARY DISCLOSURE TO THIRD PARTIES

- 8.1 Government lead agencies are not recognised as third parties in these guidelines
- 8.2 Non-Governmental Organization, researchers and students, shall not undertake secondary disclosure without written consent from the originating partner
- 8.3 Disclosure to third parties will be based on the following principles:
 - a) The necessary condition(s) in section 6 of the Access to Information Act, 2016 are met;
 - b) There is legal justification for the disclosure to take place; and
 - c) The WRTI may make secondary disclosure to third party if the originator consents to such disclosure
 - d) Restricted data and information shall not be shared with third parties.
- 8.4 Secondary disclosure by the WRTI may be made without the consent of the originating partner if ordered by a court of law. In this case, the WRTI may notify the originating partner of its actions.

9.0 ACCESS TO DATA AND INFORMATION

- 9.1 The WRTI will maintain accurate records and inform applicants on procedures and processes for access to data and information. It will also keep records of classified and non-classified data and information
- 9.2 An application for access to wildlife data and information will be in a prescribed form: Access for data request form (Annex 4)

- 9.3 The WRTI will develop systems to record approvals given or declined as per Annex 5.
- 9.4 Where alteration or deletion of data and information held by one of the partner agencies occurs, the changes will be communicated to all partner agencies, the public, organisations and individuals with whom the data and information had previously been shared

10.0 RESPONSIBILITIES OF THE INSTITUTE

- 10.1 The WRTI will put in place procedures governing the secure storage of data and information shared
- 10.2 The WRTI will ensure that an officer is designated as a contact person for implementation of the guidelines.
- 10.3 The person submitting the data to the WRTI shall declare the accuracy, the validity, and originality of the data.
- 10.4 The WRTI will determine the access levels on classified data and information and manage its access and sharing of the same accordingly.
- 10.5 Access to data and information shall be processed by a designated office and officer. An up to date list of designated officers and their contact details will be kept by each of the partner organisations.
- 10.6 Partner organisations shall ensure compliance with the data and information sharing guidelines
- 10.7 Partner organisations will ensure that its designated officers are conversant with the Access to Information Act, 2016 and other relevant legislation
- 10.8 In case of breach of data and information sharing confidentiality, the WRTI and partner organisations will be notified as soon as it is reasonably practicable. The WRTI and partner organisations will investigate and report back to the authorising officer. Any breach shall be dealt with in accordance with laid down rules and regulations.

11.0 INDIVIDUAL RESPONSIBILITIES

- 11.1 Individuals working for the WRTI and partner agencies listed in these guidelines are personally responsible for the safekeeping of any data and information they access, handle, use and share.
- 11.2 Each individual should acquaint themselves with relevant laws and policies that govern access, use and sharing of data and information.
- 11.3 Every individual has an obligation to request proof of identity, or take necessary steps to ensure validity of requests before disclosing any information.
- 11.4 Every individual should uphold the general principles of confidentiality, follow the rules laid down in these guidelines, and seek advice from their authorized officer when necessary.
- 11.5 Every individual should be aware that any violation of these guidelines or breach of confidentiality is an offence and maybe subject to prosecution under relevant legislation.

12.0 OFFENCES

Any violation of these guidelines or breach of confidentiality is an offence and maybe subject to prosecution under relevant legislation:

- Use of data from Wildlife resources in Kenya without following the prescribed and approved data and information sharing protocols
- A person who fails or refuses to grant the Director of WRTI access to the records or document where in his or her opinion, the information sought is for the purposed of obtaining the required wildlife data or completion or correction of information already obtained commits an offence
- On infringement of Copy right Act 2014
- Use of data for the purposes Not proposed in the application and agreed in the Data Transfer Agreement (DTA)
- Use of shared data in such a way that damage or distress or is reasonably likely to cause distress to any data Subjects
- Not adhering to the signed data and information application form, including Term & Conditions of the Data Transfer Agreement (DTA) including breaching of data security & confidentiality
- Sharing of data that is deemed sensitive and restricted or attempting to link sensitive data provided with any other data set without the permission of the custodian

 Not depositing publication made from data used by data recipients with Wildlife Resource Centre (WRC), central data base within six (6) months of publication

13.0 DATA CHARGES

The Institute shall charge data fee either per single or multiple species or per single protected area or ecosystem as prescribed in Annex II

14.0 DISPUTE RESOLUTION.

- 14.1 All conditions provided in the data and information sharing guidelines should be adhered to.
- 14.2 The partner organizations will notify their designated contact person for implementation of these guidelines of any complaints.
- 14.3 The designated contact person will institute investigation in respect to the complaints and report the outcome of the investigations.
- 14.4 The Director General, the WRTI shall provide guidance on arbitration for complaints that cannot be handled at the respective institutions.
- 14.5 Any breach of the data and information sharing guidelines shall be dealt with according to each institutional policies and appropriate national laws

15.0 MONITORING AND REVIEW OF IMPLEMENTATION OF THE GUIDELINES

- 15.1 The WRTI will take lead in regular monitoring and reviewing the implementation of data access and information sharing guidelines.
- 15.2 The WRTI will take lead in review of these guidelines after 5 years unless a new or revised legislation or an emerging issue necessitates an earlier review.

16.0 LIST OF ANNEXES

ANNEX 1: THE LEGAL FRAMEWORK

Legislation under which public sector agencies operate, defines the role, responsibility and power of the agency to enable it to carry out a particular function. Partner agencies must ensure they are acting lawfully. Some of the relevant laws and policies are listed below:

| Main Statute | Role of Statute | Relevance of Statute |
|---------------------|------------------------------|---|
| The Constitution of | Constitution is the supreme | Section 33 - Sub section 1(a -c): Every person |
| Kenya, 2010 | law of the Republic and | has the right to freedom of expression, which |
| | binds all persons and all | includes, freedom to seek, receive or impart |
| | State organs at national and | information or ideas, artistic creativity;, |
| | county levels of | academic freedom and freedom of scientific |
| | government | research. |
| | | Section 33- Sub section 2: The right to freedom |
| | | of expression does not extend to: propaganda |
| | | for war, incitement to violence, hate speech; or |
| | | advocacy of hatred. |
| | | davocacy of flatica. |
| | | Section 33 - Sub section 3: In the exercise of the |
| | | right to freedom of expression, every person |
| | | shall respect the rights and reputation of others. |
| | | Section 35 - Sub section 1-3: Every citizen has |
| | | the right of access to information held by the |
| | | State; and by another person and required for |
| | | the exercise or protection of any right or |
| | | fundamental freedom. |
| | | Section 46 - Subsection 1(a - d) and Sub |
| | | section 3: This Article applies to goods and |
| | | services offered by public entities or private |
| | | persons. It states that consumers have the right |
| | | to the information necessary for them |

| | | Section 50 – Sub section 1 and 2 (1) Every person has the right to have any dispute that can be resolved by the application of law decided in a fair and public hearing before a court or, if appropriate, another independent and impartial tribunal or body. (2) Every accused person has the right to a fair trial. |
|------------------|-----------------------------|--|
| | | Section 232- Sub section 1(f): The values and |
| | | principles of public service which include transparency and provision to the public timely |
| | | and accurate information; |
| Wildlife | An act of parliament to | Section 5 - Sub-section 2 (g) parts (i-iv) |
| Conservation and | provide for the protection, | prescribe National Wildlife research and |
| Management Act, | conservation, sustainable | monitoring priorities and information systems. |
| 2013 | use and management of | |
| | wildlife in Kenya and for | Section 50 (1) There is established an institute to |
| | connected purposes. | be known as the Wildlife Research and Training |
| | | Institute (WRTI) whose object (section 51) and |
| | | purpose shall be to undertake and co-ordinate |
| | | wildlife research and training in accordance |
| | | with the provisions of this Act. |
| | | Section 52 - Sub section 1(a) parts (i-iv): |
| | | Collect and analyse wildlife data and |
| | | information to support planning and decision- |
| | | making by different stakeholders. |

Section 60 (1) The Institute shall, in collaboration with lead agencies and stakeholders, establish a comprehensive wildlife database (2) The database shall include relevant data produced by the Kenya National Bureau of Statistics, universities and other research institutions or as a consequence of collaborative research by the Institute with foreign institutions and researchers and (4) the Institute shall progressively make the data and information available and accessible, through any means, to all the stakeholders and the general public.

Section 61(1), the Director shall, have access to public records or documents of a lead agency in custody of a person or an establishment where, in his or her opinion, the information sought is for the purposes of obtaining the required wildlife data or completion or correction of the information already obtained. (2) A person who fails or refuses to grant the Director access to the records or document commits an offence

Section 62(1) A person may, upon application, access any data or information upon payment of a prescribed fee (2) The Institute shall avail the data or information under subsection (1) in the format requested and on conditions provided

Environmental
Management and
Coordination Act,
1999, CAP 387, No 8
of 1999

An ACT of Parliament to provide for the establishment of an appropriate legal and institutional framework for the management of the environment.

Section 9 - Subsection 2(h): undertake and coordinate research, investigation and surveys in the field of environment and collect, collate and disseminate information about the findings of such research, investigation or survey.

Section 50 (a-g): The National Environment Management Authority shall, in consultation with the relevant lead agencies, prescribe

| | | | measures necessary to ensure the conservation |
|---------------|------|-------------------------------|--|
| | | | of biological diversity in Kenya |
| | | | |
| | | | Section 51 (a – f): The Authority shall, in |
| | | | consultation with the relevant lead agencies, |
| | | | prescribe measures adequate to ensure the |
| | | | conservation of biological resources in-situ and |
| | | | issue guidelines for management and |
| | | | conservation of biological diversity. |
| | | | Section 52: The National Environment |
| | | | Management Authority shall in consultation |
| | | | with the relevant lead agencies prescribe |
| | | | measures for the conservation of biological |
| | | | resources ex-situ especially for those species |
| | | | threatened with extinction and issue guidelines |
| | | | for their management. |
| Environmental | | AN ACT of Parliament to | Section 4. On access to information. Part 3A - |
| management a | and | amend the Environmental | Sub section 1 and 2: which states that Subject to |
| co-ordination | | Management and | the law relating to access to information, every |
| (Amendment) A | Act, | Coordination | person has the right to access any information |
| 2015 | | Act, 1999 | that relates to the implementation of this Act |
| | | | that is in the possession of the Authority, lead |
| | | | agencies or any other person. |
| Access | to | An Act of Parliament which | Section 4 - Sub section 1 (a & b): States that |
| information A | Act, | is intended to give effect to | every citizen has the right of access to |
| 2016 | , | the right of access to | information held by the State and another |
| | | information by citizens as | person and where that information is required |
| | | provided under Article 35 | for the exercise or protection of any right or |
| | | of the Constitution and | fundamental freedom. |
| | | provide a framework for | Section 4 - Sub section 2 (a &b): every citizen's |
| | | public entities and private | right to access information is not affected by |
| | | bodies to proactively | any reason the person gives for seeking access; |
| | | disclose information that | or the public entity's belief as to what are the |
| | | | |
| | | they hold and to provide | person's reasons for seeking access. |
| | | information on request in | Section 4 - Sub section 3: Access to information |
| | | line with the constitutional | held by a public entity or a private body shall |
| | | principles. | be provided expeditiously. |

Section 4 - Sub section 4: Act shall be interpreted and applied on the basis of a duty to disclose and non-disclosure shall be permitted only in circumstances exempted under section 6.

Section 5 (a)-On disclosure of information by public entities. **Part (vii):**a public entity shall provide sufficient guidance to enable any person wishing to apply for information under this Act to identify the classes of information held by it, the subjects to which they relate, the location of any indexes to be inspected by any person;

Section 6 - Sub section 1(a-h), and Sub Section 2 (a-j &i): stipulates limitation of right of access to information related to security, intelligence information, and covert operations.

Section 6 - Sub section 4: Public entity or private body may be required to disclose information where the public interest in disclosure outweighs the harm to protected interests as shall be determined by a Court.

Section 6 - Sub section 5: A public entity is not obliged to supply information to a requester if that information is reasonably accessible by other means

Section 9 - Sub section 4 (a-c): As soon as the information access officer has made a decision as to whether to provide access to information, he or she shall immediately communicate the decision to the requester

Section 17 - Sub section 1 and sub section 2 part (a & b): on management of records by public entities

Section 19: Where any information provided by a public entity or private body to an applicant under section 11 (on providing access to

| | | information) was supplied to the public entity |
|---------------------|--------------------------------|--|
| | | or private body by a third person, the |
| | | publication to the applicant of any defamatory |
| | | matter contained in the information shall be |
| | | privileged unless the publication is shown to |
| | | have been made with malice. |
| Copyright Act 2014 | An Act of Parliament to | Section 23: stipulated conditions of copyright |
| | make provision for | by virtue of nationality or residence, and |
| | copyright in literary, | duration of copyright. |
| | musical and artistic works, | Section 24: Copyright by reference to country |
| | audio-visual works, sound | of origin, where Copyright shall be conferred |
| | recordings, broadcasts and | by this section on every work, other than a |
| | for connected purposes | broadcast which is eligible for copyright |
| | | Section 25: Copyright in works of Government |
| | | and international bodies. |
| | | Section 26 - Part (a, d, &h): On nature of |
| | | copyright in literary, musical or artistic works |
| | | and audio-visual works |
| | | Section 31 - Sub section 1 & 2: On First |
| | | ownership of copyright |
| | | Section 35: On infringement, it stipulates the |
| | | situations under which infringement occurs |
| | | and action to be taken. |
| Industrial Property | An Act of Parliament to | Part III - Part XVIII |
| Act 2001 | provide for the promotion | |
| | of inventive and innovative | |
| | activities, to facilitate the | |
| | acquisition of technology | |
| | through the grant and | |
| | regulation of patents, utility | |
| | models, technovations and | |
| | industrial designs, to | |
| | provide for the | |
| | establishment, powers and | |
| | functions of the Kenya | |
| | Industrial Property | |
| | Institute and for purposes | |

| | incidental thereto and | |
|-------------------|----------------------------|---|
| | connected therewith. | |
| | AN ACT of Parliament to | Section 6(1) a to q on the functions of the |
| Science, | facilitate the promotion, | commission of STI |
| Technology and | coordination and | |
| Innovations (STI) | regulation of the progress | |
| Act, 2013 | of science, technology and | |
| | innovation of the country; | |
| | to assign priority to the | |
| | development of science, | |
| | technology and innovation; | |
| | to entrench science, | |
| | technology and innovation | |
| | into the national | |
| | production system and for | |
| | connected purposes | |

ANNEX 2: DATA AND INFORMATION SHARING AGREEMENT TEMPLATE

This is an agreement between ORGANISATION 1 and ORGANISATION 2. It is made under the auspices of the WRTI data and information sharing guidelines.

1. PURPOSE OF THIS DATA AND INFORMATION SHARING AGREEMENT

- 1.1 A clear statement of why there is a need to share information between the organisations party to this agreement.
- 1.2 Reference should be made to the legislation, which supports the statutory functions for which data information sharing is necessary and any guidance that supports data sharing.

2. SCOPE (EXTENTAND TYPE) OF DATA AND INFORMATION TO BE SHARED

- 2.1 The data and information shared should be satisfactory to achieve the objective for which it is requested.
- 2.2 The agreement should define which data and information is to be shared and the frequency.

3. HOW THE DATA AND INFORMATION MAY BE USED

- 3.1 Who will have access to data and information in the parties to the agreement?
- 3.2 What data and information is necessary to be shared?
- 3.3 Who will authorise transfer of shared data and information?
- 3.4 Clearly state reasons for data and information sharing?
- 3.5 In what circumstances can classified data and information be shared (on a need to know basis)?
- 3.6 Where permission of the original provider of the data and information is required prior to secondary disclosure, how will that permission be obtained?
- 3.7 In what circumstances can secondary disclosure beyond the partners of the agreement take place without the explicit permission of the originating organisation?
- 3.8 What are the arrangements for secure storage and management of the data and information?
- 3.9 What are the arrangements for rectifying errors in shared data and information?

4. BREACHES OF CONFIDENTIALITY

The agreement should state how to deal with breaches in confidentiality:

- 1.1 Breach of agreement by staff
- 1.2 Breach of agreement by partner to the agreement
- 1.3 Monitoring security incidents
- 1.4 Handling of complaints on data and information sharing

5. STAFF AWARENESS AND TRAINING

Arrangements for staff training on:

- 5.1 Data and information management, data security and confidentiality
- 5.2 Awareness on relevant legislation with regard to data and information accessed and shared

6. GOVERNANCE

6.1 Parties to nominate and communicate details of a designated contact person for purposes of implementation of the agreement.

7. REVIEW OF DATA AND INFORMATION SHARING AGREEMENT

- 7.1Commencement and duration of the agreement
- 7.2Review of the agreement

8. APPLICABLE LAW

- 8.1 The relevant laws and policies will guide drafting of agreements
- 8.2 Where necessary reference shall be made to relevant international laws

9. CLOSURE/TERMINATION OF AGREEMENT

The conditions for closure/termination of the agreement:

- 9.1 In case of breach of confidentiality that cannot be resolved
- 9.2 Expiry of the agreement

ANNEX 3: DATA FORMAT

| CATEGORY | DATA TYPE | FORMAT | SOURCE | ACCESS LEVEL | DATA RELEASING AUTHORITY(INSTITUTIO N) |
|--|---|--|--|----------------------|---|
| Rhino and Elephant and restricted species Population | DistributionNumbersAge and sex structureFamily treesDNA indexing data | Geographically referenced (Shape files) Excel Sheets Digital and analogue Maps | • WRTI • Partners | Restricted | WRTI |
| Other Wildlife Population | Distribution Numbers Age and sex structure Family trees | Geographically referenced (Shape files) Excel Sheets Digital and analogue Maps | • WRTI • Partners | Regulated Access | WRTI |
| Human Wildlife Conflict | Crop damage Human Injury Human death Property destruction Predation Compensation data PAC | Geographically referenced (Shape files)Excel SheetsMaps | • WRTI • Partners | Regulated Access | WRTI |
| Wildlife Security | Poaching data Bush meat Trophy Seizures and confiscation Arrests Prosecution De-snaring Security incidences Operations Livestock drives/ numbers Encroachment Weapons recovery MIKE data ETIS | Geographically referenced (Shape files) Excel Sheets Digital and analogue Maps | WRTI Governmen t agencies Partners | Restricted Access | WRTI |

| CATEGORY | DATA TYPE | FORMAT | SOURCE | ACCESS LEVEL | DATA RELEASING AUTHORITY(INSTITUTIO N) |
|---|--|--|--|----------------------|---|
| Wildlife Utilization | Game farming Game ranching Live capture Research involving off-take Cropping Culling Wildlife based tourism Photography and filming Education permit data Cultural data | Shape filesExcel SheetsDigital and analogue Maps | WRTIGovernmen t agenciesPartners | Restricted Access | WRTI |
| Visitor Statistics | Religious purpose data Visitor numbers Age structure Nationality Duration of stay Number of vehicles Areas visited | Geographically referenced (Shape) files Excel Sheets Digital and analogue Maps | WRTIGovernmen t agenciesPartners | Regulated | WRTI |
| Infrastructure | Campsites, Hotels, Bandas Guest Houses, Picnic sites Road network, bridges, Fences, Gates Airstrips Boreholes, Water pans, Dams Electric pylons Staff houses and offices Jettys Captive facilities Weather data stations | Geographically referenced (Shape files) Excel Sheets Digital and analogue Maps | WRTI Governmen tagencies Partners | Regulated | WRTI |
| Wildlife Diseases and Wildlife Injuries | Disease outbreaks data Disease surveillance Vector dynamics Wildlife Poisoning Notifications to DVS and OIE (World Organization of Animal Health) | Geographica lly referenced (Shape files) Excel Sheets | WRTIGovernmen t agenciesPartners | Restricted Access | WRTI |

| CATEGORY | DATA TYPE | Digital and analogue | SOURCE | ACCESS LEVEL | DATA RELEASING AUTHORITY(INSTITUTIO N) |
|--------------------------------------|---|---|--|----------------------|---|
| Wildlife intervention | Translocation,TreatmentsDe-snaringRescueDe-tusking | Maps • Shape files • Excel Sheets • Digital and analogue Maps | WRTIGovernmen t agenciesPartners | Restricted Access | WRTI |
| Wildlife Revenue | Conservation fee Leases Permits and license fees (Consumptive and non consumptive user rights fees) Grants Donations Government subvention | Excel SheetsDigital and analogue Maps | WRTIGovernmen t agenciesPartners | Restricted Access | WRTI |
| Wildlife mortality | Natural death (Disease, Drought) Road kills Rail kills Conflict deaths Unknown causes | Geographica lly referenced (Shape files) Excel Sheets Digital and analogue Maps | WRTIGovernmen t agenciesPartners | Restricted Access | WRTI |
| Environmenta l Monitoring data | Water quality and quantity Weather data Snow levels Oceanographic data | Geographica Ily referenced (Shape files) Excel Sheets Digital and analogue Maps | WRTIGovernment agenciesPartners | Regulated access | WRTI |
| Habitat Monitoring | VegetationFire incidencesInvasive species | Geographica lly | • WRTI | Regulated Access | WRTI |

| CATEGORY | DATA TYPE | FORMAT | SOURCE | ACCESS LEVEL | DATA RELEASING AUTHORITY(INSTITUTIO N) |
|--|---|---|--|------------------------------------|---|
| | Soil dataBenthic dataLand use land cover | referenced (Shape files) • Excel Sheets • Digital and analogue Maps | Governm ent agenciesPartners | | |
| Species Monitoring | Collared animals Wildlife telemetry data Ear notched animals Implants and chips data Tagged animals Ringed birds Wildlife Identification data Mark Recapture data | Geographica Ily referenced (Shape files) Excel Sheets Digital and analogue Maps Photos | WRTIGovernment agenciesPartners | Regulated/ restricted Access | WRTI |
| Conservation Areas (National Parks, Reserves, Conservancies Sanctuaries) | List of conservation areas Extent of conservation areas and status Conservation area boundary plans Date of Establishment Governance structures Species checklist Wildlife stations | Geographica lly referenced (Shape files) Excel Sheets Maps | WRTIGovernmen t agenciesPartners | Regulated Access | WRTI/ County Government/K WCA |
| Wildlife research Permitting | Scientific collections Repository centres (NMK, WRTI, KALRO, KEMRI, JKUAT, UON, IPR) Wildlife samples PIC (Prior Informed Consent) MAT (Mutually agreed terms) MTA (Material Transfer agreement) | Excel SheetsMapsExcel | WRTI Governmen t agencies Partners | Regulated Access | WRTI |

| CATEGORY | DATA TYPE | FORMAT | SOURCE | ACCESS LEVEL | DATA RELEASING AUTHORITY(INSTITUTIO N) |
|-------------------------|--|----------------|--------|-----------------|---|
| | List of permitted wildlife research | | | | |
| | • List of priority Research areas | | | | |
| Conservation | List of partners | • Excel Sheets | • WRTI | Regulated | WRTI |
| Partners | List and status of MOUs And Agreements (National, regional, International) List and Status of projects (Project costs) | • Maps | | Access | |
| Trophy | Inventory | • Excel Sheets | • WRTI | Restricted | WRTI |
| Stockpile Management | Disposal | | | Access | |

ANNEX 4: A SUMMARY OF THE TYPES OF DATA AND DATA SHARING PROCESS

| Data type | How collected | Custodianship | Data sharing |
|---------------|---|--|--|
| | Collected by WRTI and Conservation | Custodianship is held by relevant | A copy of the fully executed/authorized DTA/MOU |
| | partners, students, Universities in Kenya | WRTI researchers or partners who | should be submitted to the relevant research office. |
| | and other parts of East Africa [e.g. animal | are recipients of data under the terms | WRTI researchers may not consider requests for data |
| | counts, vegetation surveys, | of a Data Transfer Agreement (DTA) | sharing unless described in the DTA/MOU. This |
| ROUTINE | collared/tagged/marked animals movements, | or Memorandum of Understanding | restriction applies to requests from other researchers |
| ECOLOGICAL | veterinary research data, Environmental data, | (MOU) | who were not party to the original DTA. If the WRTI |
| MONITORING | soil analysis data, water analysis data, Remote | | authorizes for wildlife related research, issuance of |
| DATA | sensing & GIS etc) | | permits is on condition of remittance of copies of the |
| | | | datasets and theses or papers after completion of the |
| | | | study, for purposes of a national data repository |
| | Collected by WRTI researchers through | Custodianship is held by the relevant | Requests for data sharing should be approved by the |
| | collaborations between parties [e.g., species | WRTI researchers and use of data is | relevant WRTI office, including: i) Applications from |
| | monitoring data, Veterinary research data, GIS | governed by a Memorandum of | researchers within WRTI for uses not described in the |
| | & remote sensing data etc.] | Understanding (MOU) or DTA | MoU/DTA; ii) Applications from researchers external to |
| | | developed to support the | the Partnership |
| | | collaboration. | |
| ROUTINE | Collected by KWS/WRTI/Partners in the | Custodianship is held by WRTI | A copy of the fully executed/authorized DTA/MOU |
| WILDLIFE | duty or wildlife management (e.g., | department as per KWS-WRTI MOU. | should be submitted to the relevant research office. |
| MANAGEMENT | security data, visitor statistics, human- | | WRTI researchers may not consider requests for data |
| DATA | wildlife conflicts data, conservation area | | sharing unless described in the DTA/MOU. This |
| | infrastructure, library documents & ex-situ | | restriction applies to requests from other researchers |
| | depositories, gallery videos & photos | | who were not party to the original DTA. |
| STUDY | Data collected by WRTI researchers under | Custodianship is held by the study | Requests for data sharing should be made first to the PI |
| SPECIFIC DATA | approved proposals; including in | Principal Investigator (PI) while | while they hold custodianship. The PI will then |
| | | working in the WRTI | forward the request to Data governance committee |

| | collaboration with other research | | (DGC) with their recommendation in access, outlining |
|------------|--|---|--|
| | institutions. | | any relevant funding or publishing requirements. |
| | | | |
| WRTI | Integrated data archive comprising: i) | Custodianship is held by WRTI under | For internal requests, routine requests and those |
| INTEGRATED | Routine data collected WRTI, KWS parks, | terms of informed consent for its | covered by WRTI proposals are released through an |
| DATA | reserves and Conservancies and ii) Data | collection, unless specified otherwise. | automated audited system. Non-routine internal and |
| MANAGEMENT | collected under WRTI to support Wildlife | | external requests are released after DGC review. |
| SYSTEM | Conservation and Management and | | |
| | research systems. | | |

ANNEX 5: DATA SHARING PROCESSES

A) The Data Governance Committee (DGC)

- 1. Oversight for data sharing within the WRTI is a function of the Data Governance Committee (DGC). The DGC has two main roles: i) Advising on policies and issues related to data sharing; and ii) Making decisions on, or recommendations and responses to specific data sharing applications. In doing this, the DGC aims to work actively towards resolving issues that limit data sharing, while taking careful account of criteria
- 2. The DGC includes the Deputy Director, Research and development, representatives from all scientific departments and research authorization and permitting teams. The DGC will have a chairperson, a secretary and a coordinator.
- 3. The DGC will meet as required through face-to-face or email conferencing to make recommendations on applications for data sharing, using the criteria in Appendix A. Routine DGC meetings are held on the first Friday of each month. The format of DGC discussions will depend on the complexity of issues emerging from the application and the degree of consensus reached. The format for meetings will be proposed by the DGC coordinator and confirmed by the DGC chair. Meetings may also be face-to-face where significant resources are needed to make data available, or when stronger collaborative arrangements are needed to support data sharing. Decision-making within the DGC is through consensus building.
- 4. The DGC meeting minutes are uploaded onto the Protocol Tracking System and available for review. The minutes include a summary of the final recommendations on data request applications. The Data Request App produces summary statistics on number of requests submitted and their outcomes. Audit reports can also be generated on data release.
- 5. Given cross departmental representation in DGC, in reviewing applications for data sharing, DCG members will seek to ensure any additional forms of collaboration that would be beneficial scientifically or for scientific capacity building, or any conflicts of interest. Where necessary, resolution of any such conflict issues will draw on discussions with the requestor and any other advisors within WRTI

B) Applications for access to data

Approved, routine and non-routine applications

- 6. For internal applications, the DGC coordinator will allocate the request to a provisional category of **approved**, **routine or non-routine**, **using criteria below**:
 - Approved: Applications made under an existing approved protocol
 - *Routine*: Given that IDMS has a primarily research and monitoring function, **routine** applications are those requesting **non-sensitive** data for **support purposes e.g.** preliminary analyses to support the development of a future proposal/concepts. Decisions about routine applications are made by DGC.
 - Non-routine: Other internal applications are seen as non-routine. These include
 applications for sensitive data or where the application may be classed as new
 research. Recommendations for decisions on non-routine applications are made by
 DGC.

Internal Requests

- 7. All internal applications will be made via a Data Request App (WRTI intranet)
- 8. For all internal applications, the app application form includes a section where requestors indicate they have read and agreed on the Terms & Conditions of data sharing posted on the site, under a link:
- 9. For Internal applications where WRTI researchers make applications in collaboration with researchers from external institutions, the category will not include collaborations
- 10. Where applications are for Study data or include access to study data as well as IDMS data, the requestor should select Study Data as the type of request as this will first be forwarded to the PI of the study involved in primary data collection to seek agreement to data sharing. If approved, the request will then be automatically forwarded to the DGC coordinator.
- 11. Where applications are classified as routine (i.e. non sensitive data or use, and a preliminary question) these will be forwarded to the data manager for release under the agreed Terms & Conditions. Notification of the decision will be sent automatically to DGC members.
- 12. Where applications are classified as non-routine (i.e. potentially sensitive data or use, or may require a new proposal to be developed), DGC members will be required to accept or reject the application.
- 13. Discussions and decisions made about access to data by internal requestors will be documented through: the online system; emails and minutes of meetings for DGC. Voting and comments will also be saved on the Data Request app. Other discussions will be documented through minutes of meetings or emails exchanged.

Process for external applications

- 14. Applications will include those from researchers who work outside the WRTI, but will also include applications where one or more the WRTI researchers are included but have a minor/non-substantial role.
- 15. Applications are made to the DGC coordinator by email, using an on-line form. The form specifies the Terms & Conditions of data sharing and should be signed by the requestor at the point of making the application. Since the signed application form, including Term & Conditions, will act as the Data Transfer Agreement, the requestor should submit a scanned application with an original signature. The DGC coordinator will check with the IDMS or relevant Data Manager if the requested data are available. If data are not available, the DGC coordinator will communicate this information to the requestor. If data are/can be made available, the request will be forwarded to the DGC.
- 16. Following referral to DGC, the DGC will make provisional recommendations to accept or refuse the application at a face-to-face meeting, based on considering the set criteria

C) Limitations, prioritization and conditions of use in data sharing

- 17. Applications for use of data that address current and prominent wildlife conservation and management needs will be given priority.
- 18. Applications for use of data are limited by the terms under which informed consent were obtained. The condition of informed consent should be made explicit to data managers at the point of storage, to custodians to support decisions on sharing, and to requestors or recipients as part of data transfer agreements (DTAs).
- 19. For data that is deemed sensitive, sharing will be restricted e.g. geographical position data on endangered species or the security bases etc. All such data sharing requests will be carefully considered on an application-by-application basis to minimize any potential risks of harm.
- 20. Data can only be used for the purposes proposed in the application and agreed in the DTA (where applicable), and may not be used in such a way that damage or distress is or is reasonably likely to be caused to any Data Subjects.
- 21. The data relates directly to individual Data Subjects and is strictly confidential and can only be disclosed to Data Users, and cannot be transferred or disclosed in any part to any other person or body.
- 22. Recipients must agree not to attempt to link sensitive data provided with any other data set without the permission of the custodian.
- 23. Data are protected by and subject to national and international laws (e.g. Kenya Data Protection Act, 2013).
- 24. Within the limitations described above, priority in applications will be given to WRTI requestors or existing collaborators of researchers employed within the research

programme. Other researchers affiliated to recognised research institutions who are willing to pursue the research in collaboration with programme researchers or who have a satisfactory record of publication in the field are eligible but may be given lower priority. In the latter case, registration with an appropriate professional body may be required to ensure accountability in the event of non-compliance.

- 25. There may be an embargo/fair use period in which data are not accessible to requestors to allow primary researchers (originators) within the programme to complete planned research. The period of time needed, and the reasons for this, will be decided by the primary researcher and the DGC. The justification for any embargos used will be shared with requestors, who may also submit an appeal to the DGC. A maximum period of two (2) years is provided.
- 26. Recipients of data are free to use it in their research from the point of release, under the conditions of the DTA, but are asked to respect the originator's interests in conducting the primary research. They should discuss any overlapping uses with the originator in advance. Where more than one originator is involved, discussions on any overlapping interests should be held with WRTI, data management team
- 27. The handling of intellectual property rights from data sharing will be governed by Intellectual Property policies or funders involved in supporting the originators' research, as described in the Terms & Conditions of data sharing
- 28. Recipients may publish results arising from their use of the data for the agreed purpose providing the data itself is not disclosed. Aggregate or generic information generated from the Data may be published on provision that: No damage or distress is or is reasonably likely to be caused to any Data Subjects, groups of Data Subjects or sites from which they are drawn
- 29. Recipients' publications based on use of the Data must be deposited with WRC, Central data base within 6 months of publication. A copy of any publication based on data should be sent to the PI and/or DGC. Such publications or presentation using data from the Programme should include an acknowledgement using the text as follows: "This paper/publication has used data and/or samples provided by WRTI in accordance with the consent provided by participants and approved by the WRTI Ethics Review Committee".
- 30. Recipients are required to give feedback to the DGC on the outcome of their use of this data, including positive and negative outcomes.

- 31. The Custodian reserves the right to audit the recipients' use of data if this is considered necessary. Recipients found to be in breach of the DTA will be denied future access to data and their institutions and funders will be informed.
- 32. Data Subjects have the right to request access to or withdrawal of their own identifiable information, where there is no conflict with the protocol or other regulations.

ANNEX 6. CRITERIA TO SUPPORT DECISION-MAKING ON APPLICATIONS TO DATA GOVERNANCE COMMITTEE(DGC) ON DATA SHARING

(NON-ROUTINE INTERNAL AND EXTERNAL APPLICATIONS)

| | Criteria | Limitations/comments |
|------------------------|---|---|
| 1. | Exactly what data are needed? | Check if available |
| 3. | Does this request have prior scientific/ethics approval? If so, from which governance body? Is the data available (in a | Prior approval can be automatically shared. External requests with prior approval from recognised research governance body can be given greater priority than those without this approval. Any request without approval may require PI to develop a new protocol Resources required to make data available will affect |
| J. | clean form)? | prioritisation of application. |
| 4. | Is the application compatible with limiting third party access, or will these be future/public access to the data shared? | Data sharing with third party or public access must have appropriate consent, and would be prioritised for uses relevant to wildlife conservation in Kenya/Africa. |
| 5. | What sensitivities are there for specific data requested? | Sharing sensitive data should be limited to applications of high social value and can only be shared with appropriate consent. Where geo-positioning data is shared, caution should be taken for sensitive data e.g. endangered species and security concerns. |
| 6. | What consent has been given by participants for this use of data (broad or specific)? | Data sharing is contingent on appropriate levels and forms of consent being given. This can include informed written and verbal consent, but not assent. |
| 7. | What are (all) the objectives of the proposed secondary analysis, and what | The intended purpose of data sharing is key to prioritising applications. |

| | autoute planned? | |
|-----|--|--|
| | outputs planned? | |
| | Overall, what is the | |
| | potential social value of | |
| | the analysis to research | |
| | stakeholders in Kenya | |
| | including scientific | |
| | capacity building? | |
| 8. | Who is asking for the | Data sharing is prioritised within WRTI and with |
| | data? If external, what | collaborators. Data should only be shared with external |
| | evidence of their | scientists or research institutions with a track record of |
| | scientific integrity? Is | scientific integrity. |
| | there any existing/ | For international forms of data sharing, it will be important to |
| | planned scientific | ensure that a reasonably broad range of views have been |
| | collaboration with the | taken into account in making a decision, including national |
| | WRTI? | level authorisation (e.g. from WRTI Director or Ministry) |
| 9. | Is there an existing plan | Where there are competing interests between internal and |
| | to undertake this/similar | external applications, internal researchers' requests will be |
| | analysis within WRTI? | prioritised. Where there are competing interests between |
| | Who/when? | internal researchers, resolution will be sought through WRTI |
| | | usual scientific governance mechanisms |
| 10. | Do methods support | Data sharing cannot have utility if applications are based on |
| | scientific validity? | methods without scientific validity; in this case data should |
| | | not be shared. PIs/DGC must take care not to overly promote |
| | | particular methodological approaches where others have |
| | | scientifically recognised value. |
| 11. | What risks of loss of | All data sharing must be based on full protection of the |
| | privacy/confidentiality | confidentiality and interests of Data Subjects and groups of |
| | for individuals and | Data Subjects |
| | communities? How has | The potential for harm to people involved in research is a key |
| | data been anonymised? | ethical issue; researchers have an obligation to share data in |
| 12. | What risks of harms to | ways which cause harm. The likelihood of harm may be |
| | individuals/communities | difficult to predict (on sensitivities) explains what data are |
| | e.g. stigmatisation, | particularly implicated. If there is doubt, DGC members |
| | impacts on | should consider consulting representatives before making a |
| | family/community | decision on data sharing. |
| | relations/cultural | |
| | identity? | |
| | <u>, </u> | |

| | I |
|----------------------------|--|
| 13. Any risks to trust | The extent to which conservation community is aware of and |
| between the WRTI | support the use of their data in data sharing processes has an |
| conservation community | important influence on trust between WRTI and the |
| from sharing this data? | community. Loss of trust has an implication for other |
| | concurrent and future research as well as particular studies. |
| 14. Is data available from | Where a request is given low priority, it may be possible to |
| elsewhere? If so, why are | direct requestors to other data sources. |
| our data the better | |
| source? | |
| 15. What resources do we | The level and availability of resources in WRTI to make the |
| need to invest in order to | required data available to requestors is a key criterion in |
| share this data? | decision making. Where applications are prioritised but |
| | resources are not available, new scientific collaborations may |
| | be formed to support data sharing |

ANNEX 7. APPLICATION FORM/DATA TRANSFER AGREEMENT FOR INTERNAL REQUESTS



INTERNAL REQUEST FORM (separate form to be filled for each data set requested)

| 1. REQUESTOR/APPLICANT DETAILS | | | | |
|--|-----------------------------|-------------|-------------------------------------|--|
| Name | Dej | partment | | |
| 2. INVESTIGATORS Name | es of all investigators who | will have a | ccess to data (begin with Principal | |
| Investigator) | | | | |
| Names | Roles | | Institutions | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 3. IS THIS APPLICATION | COMPLETELY COVERED | BY AN EX | XISITING APPROVED PROPOSAL OR | |
| PROPOSAL REVIEWED BY | Y ANOTHER SCIENTIFIC | AND/OR | ETHICS REVIEW COMMITTEE? | |
| If yes: Give name of scientific/ethics review committee, date of approval, title of proposal, name of PI and end date of proposal: | | | | |
| If no: outline any plans to apply for scientific/ethical approval: | | | | |
| 4. DESCRIPTION ON TYPE OF DATA REQUIRED (INCLUDE DETAILS OF STUDY THAT HOLDS | | | | |
| THE DATA YOU REQUIRE IF APPLICABLE i.e. study number, study title and PI name) | | | | |
| | | | | |
| 5. OBJECTIVES OF DATA USE INCLUDING TIME FRAME | | | | |
| | | | | |

| 6.ANY RISKS/SENSITIVITIES OR BENEFITS OF ANALYSES |
|---|
| |
| |
| 7. PLANNED OUTPUTS OF ANALYSES |
| |
| |

Conditions and limitations for data sharing

- 1. You understand and acknowledge that custodianship of the Data is held jointly by the WRTI and the Ministry in-charge and will be retained by WRTI and the Ministry in case of any data transfer to a Recipient.
- 2. You understand and acknowledge that the Data is experimental in nature, and that access to the Data is provided without any representations or warranties of any kind in relation to the Database or the Data.
- 3. You will only access the Database and use the Data for the Agreed Purpose and shall not use the Data in such a way that damage or distress is or is reasonably likely to be caused to any Datasets
- 4. You shall only disclose the Data to your Data Users. You shall take all reasonable measures to ensure that your Data Users shall not make copies of the whole or any part of the Data without your consent, and shall keep a written record of any such copies sufficient to permit you to fulfil your obligations of this Agreement. You shall not transfer or disclose any part of the Data to any other person or body.
- 5. You understand and acknowledge that the Data is protected by copyright and other intellectual property rights. Except as reasonably required to carry out Your research with the Data for the Agreed Purpose You shall not duplicate, or sell, or offer for sale or transfer or offer to transfer all or part of the Data, on any media.
- 6. You agree at all times to keep strictly confidential or attempt to use, or permit anyone other than the Data Users to use the Data on its own or in conjunction with other data, to compromise or otherwise infringe the confidentiality of information and the right to privacy.
- 7. You accept that the Data is protected by and subject to national and international laws, and that You are responsible for ensuring compliance with any applicable laws.
- 8. You agree that you will submit a summary report and any other information reasonably requested to WRTI for the purposes of monitoring data use on the understanding that such information, data, results, and conclusions contained within will be treated as confidential information belonging to the Recipient.
- 9. This agreement is not transferable and You may not purport to assign it (in whole or in part) without the written consent of WRTI
- 10. If You commit a material breach of this Agreement or for any persistent breach of this Agreement, WRTI may terminate this Agreement immediately by notice in writing, without prejudice to its accrued rights and remedies.
- 11. You accept that it may be necessary for WRTI to alter the terms of this Agreement from time to time in order to address new concerns. In this event, WRTI will contact You to inform You of any changes and You agree that your continued use of the Data shall be dependent on the parties entering into a variation of the Agreement.
- 12. If requested to do so by the Data Governance Committee, WRTI may terminate this Agreement at any time by giving one month's notice in writing to You.
- 13. Your duty to protect the confidentiality of the Data received under this agreement shall survive termination of this Agreement and shall continue in full force and effect indefinitely.
- 14. Upon termination of this Agreement you will permanently delete all copies of the Data from your computer systems and storage devices and will ensure that all Your Data Users shall also permanently delete such copies.
- 15. You may publish Your results arising from the use of the Data for the Agreed Purpose providing the Data itself is not disclosed. Aggregate or generic information generated from the Data may be published on the provisos that, no damage or distress is or is reasonably likely to be caused.
- 16. You agree to acknowledge WRTI or appropriate Programme researchers (via authorship or an acknowledgment statement) in any work based in whole or part on the Data publications arising from the use of the Data.
- 17. You agree that if your application is approved, information about the proposed research use can be posted on WRTI public website. The information may include Your name and institution, the title of the project, and a non-technical summary of the research question.
- 18. You recognise that nothing in this Agreement shall operate to transfer to You any intellectual property rights relating to the Data. You have the right to develop intellectual property based on comparisons with Your own data.

Definitions in the agreement above:

"Recipient" means the principal researcher named above; "Recipient Institution" means the organisation named above at which the Recipient is employed, affiliated or enrolled; "Data Users" means those officers, employees and students of the Recipient Institution, who work directly with the Recipient and have a need to use the Data for the performance of their work with respect to the Agreed Purpose, and have agreed to comply with this Agreement, as named in the application; "Database" the IDMS database containing ecological, socio-economic, environmental, geographical and satellite data "Data" the data within the Database; "Agreed Purpose"

approved by the Data Governance Committee in writing; "Publications" means, without limitation, articles published in print journals, electronic journals, reviews, books, posters and other written and verbal presentations of research.

Statement of agreement: I agree to the above conditions and limitations for sharing data as requested in this application:

| Name: | Date: | |
|------------|-------|--|
| | | |
| | | |
| Signature: | | |

ANNEX 8: APPLICATION FORM/DATA TRANSFER AGREEMENT FOR EXTERNAL REQUESTS



EXTERNAL REQUEST FORM (separate form to be filled for each data set requested)

| 1. REQUESTOR /APPLICANT DETAILS | | | | | | |
|---|----------------------|-------|--------------------------|-------|-------|-----------------|
| Name/Organization | Name | | Organization/Institution | | | |
| | | | | | | |
| | | | | | | |
| Contact details: address, phone | Postal | Phone | | | Email | |
| and email | address | | | | | |
| | Affiliation in Kenya | | Occupation: | | | Work permit no. |
| | | | | | | |
| 2. STUDY DETAILS | | | | | | |
| Title of Research Project | | | | Start | & end | |
| | | | dates | | | |
| | | | | | | |
| Ethical approval sought / | | | | | | |
| planned (with dates) | | | | | | |
| | | | | | | |
| 3. INVESTIGATORS | | | | | | |
| Names of all investigators who will have access to data (begin with Principal Investigator)* include names of collaborators where | | | | | | |
| applicable. | | | | | | |
| | | | | | | |

| | | Role | Institution |
|-------------------|---|--|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 4. BRIEF | DESCRIPTION TYPE | OF DATA REQUIRED | |
| | | | |
| i. | Data | | |
| | required | | |
| | | | |
| | | | |
| ii. | Data | | |
| | format | | |
| | | | |
| | | | |
| iii. | Data | | |
| | Coverage | | |
| | | | |
| | | | |
| | | | |
| 5. PURPO | OSE AND OBJECTIVE | ES FOR WHICH DATA/INFORMATION IS TO BE USED (attach proposal, le | etter of introduction |
| from affil | | cable research fees shall be charged as per schedule 12) | |
| 11 OIII aiiii | liated institution; applic | table research lees shall be charged as per schedule 12) | |
| 110III dilli | liated institution; applic | table research rees shall be charged as per scriedule 12) | |
| i. | | table research rees shall be charged as per scriedule 12) | |
| | Purpose | | |
| | Purpose | | |
| | Purpose | | |
| i. | Purpose Objectives | | |
| i. ii. | Purpose Objectives | | |
| i. | Purpose Objectives Time | | |
| i. ii. | Purpose Objectives | | |
| i. ii. | Purpose Objectives Time | | |
| i. ii. | Purpose Objectives Time | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time frame | | |
| i. ii. iii. | Purpose Objectives Time frame | NALYSIS PLANNED *specify if study specific data | |
| i. ii. iii. | Purpose Objectives Time frame DESCRIPTION OF A | NALYSIS PLANNED *specify if study specific data | |
| i. ii. iii. | Purpose Objectives Time frame DESCRIPTION OF A | NALYSIS PLANNED *specify if study specific data | |
| i. ii. iii. | Purpose Objectives Time frame DESCRIPTION OF A | NALYSIS PLANNED *specify if study specific data | |

| 8.POTENTIAL BENEFITS OF THE STUDY |
|---|
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| |
| |
| |
| |
| A PLANNED OVERNING OF CITATON |
| 9. PLANNED OUTPUTS OF STUDY |
| |
| |
| |
| |
| |
| 10: FOR OFFICIAL USE ONLY |
| |
| Application reference number |
| Comments by Database officer |
| i. Data availability (attach data either hard or electronic copy) |
| ii. Data |
| classification |
| |
| |
| |
| |
| Name |
| Sign |
| Comments by Research authorization |
| officer |
| |
| |
| |
| NameSign |
| Date |
| |
| Comments by Data governance Committee, DGC |
| (Secretary) |
| |
| |
| |
| |
| NameSign |
| Date |
| Date |
| DATA/INFORMATION RELEASE APPROVAL |
| Relevant Head of department/Division and or Director General |
| Relevant freat of department/Division and of Director General |
| |

| | •••• |
|---|------|
| | |
| | |
| Name: Sign. | |
| Date | |
| | |
| | |
| Data/ information can only be cleared for release by the relevant head of department/Division or Director General where | |
| applicable | |

Conditions and limitations for data sharing

- 1. You understand and acknowledge that custodianship of the Data is held jointly by WRTI and the Ministry incharge, and will be retained by ERTI and the Ministry in case of any data transfer to a Recipient.
- 2. You understand and acknowledge that the Data is experimental in nature, and that access to the Data is provided without any representations or warranties of any kind in relation to the Database or the Data.
- 3. You will only access the Database and use the Data for the Agreed Purpose and shall not use the Data in such a way that damage or distress
- 4. You shall only disclose the Data to your Data Users. You shall take all reasonable measures to ensure that your Data Users shall not make copies of the whole or any part of the Data without your consent, and shall keep a written record of any such copies sufficient to permit you to fulfil your obligations of this Agreement. You shall not transfer or disclose any part of the Data to any other person or body.
- 5. You understand and acknowledge that the Data is protected by copyright and other intellectual property rights.
- 6. You agree at all times to keep strictly confidential or attempt to use, or permit anyone other than the Data Users to use the Data on its own or in conjunction with other data, to compromise or otherwise infringe the confidentiality of information and the right to privacy
- 7. You accept that the Data is protected by and subject to national and international laws, and that You are responsible for ensuring compliance with any applicable laws.
- 8. You agree that you will submit a summary report and any other information reasonably requested to WRTI for the purposes of monitoring data use on the understanding that such information, data, results, and conclusions contained within will be treated as confidential information belonging to the Recipient.
- 9. This agreement is not transferable and You may not purport to assign it (in whole or in part) without the written consent of WRTI
- 10. If You commit a material breach of this Agreement or for any persistent breach of this Agreement, WRTI may terminate this Agreement immediately by notice in writing, without prejudice to its accrued rights and remedies.
- 11. You accept that it may be necessary for WRTI to alter the terms of this Agreement from time to time in order to address new concerns. In this event, WRTI will contact You to inform You of any changes and You agree that your continued use of the Data shall be dependent on the parties entering into a variation of the Agreement.
- 12. If requested to do so by the Data Governance Committee, WRTI may terminate this Agreement at any time by giving one month's notice in writing to You.
- 13. Your duty to protect the confidentiality of the Data received under this agreement shall survive termination of this Agreement and shall continue in full force and effect indefinitely.
- 14. Upon termination of this Agreement, you will permanently delete all copies of the Data from your computer systems and storage devices and will ensure that all Your Data Users shall also permanently delete such copies.
- 15. You may publish Your results arising from the use of the Data for the Agreed Purpose providing the Data itself is not disclosed. Aggregate or generic information generated from the Data may be published on the provisos that no damage or distress is or is reasonably likely to be caused.
- 16. You agree to acknowledge WRTI researchers (via authorship or an acknowledgment statement) in any work based in whole or part on the Data in the following way: "This paper/publication has used data and/or samples provided by WRTI in accordance with the consent provided by participants and approved by the WRTI Ethics Review Committee".

- 17. You agree that if your application is approved, information about the proposed research use can be posted on WRTI public website. The information may include Your name and institution, the title of the project, and a non-technical summary of the research question.
- 18. You recognize that nothing in this Agreement shall operate to transfer to You any intellectual property rights relating to the Data. You have the right to develop intellectual property based on comparisons with Your own data.

Definitions in the agreement above:

"Recipient" means the principal researcher named above; "Recipient Institution" means the organization named above at which the Recipient is employed, affiliated or enrolled; "Data Users" means those officers, employees and students of the Recipient Institution, who work directly with the Recipient and have a need to use the Data for the performance of their work with respect to the Agreed Purpose, and have agreed to comply with this Agreement, as named in the application; "Database" the IDMS database containing ecological, socio-economic, environmental, geographical and satellite data "Data" the data within the Database; "Agreed Purpose" approved by the Data Governance Committee in writing; "Publications" means, without limitation, articles published in print journals, electronic journals, reviews, books, posters and other written and verbal presentations of research.

Statement of agreement: I agree to the above conditions and limitations for sharing data as requested in this application:

| Date: |
|-------|
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ANNEX 9: DATA FEES

The following fees are proposed:

1. Charges for Wildlife specimens from institute biobank

| Type of sample/specimen | Amount |
|--|-------------------|
| Whole blood, blood smear, plasma, serum, | 5 US\$ per sample |
| buffy coat, faeces, swabs, skin biopsy, hairs, | |
| worms, mites, ticks, fleas, lice, DNA and | |
| tissue samples | |
| Pasture/grasses, leaves, soil, feathers, bones | 5 US\$ per sample |
| and related materials | |
| Ecto and Endoparasites including; - worms, | 5 US\$ per sample |
| mites, ticks, fleas, lice, tsetse flies, etc | |

2. Charges for population data from institute

| Data type | Protected area | Animal species | Amount |
|---------------------|----------------|-------------------|---------|
| Population estimate | Category A | Any, except small | 800US\$ |
| | Category B | mammals | 600US\$ |
| | Category C | | 500US\$ |

^{**} Category A, B, C – refer KWS park classifications

3. Price list of data and datasets at institute

| SN | DATASET | DESCRIPTION | UNIT SIZE | DATA | PRICE PER |
|----|--------------|--------------------------------|----------------|-----------|-----------|
| | | | | FORMAT | UNIT IN |
| | | | | | US\$ |
| 1 | Census Data | Aerial and | Specie per | Ms. Excel | 30 |
| | | Ground Census | Census Zone | and | |
| | | Density Data | | Shapefile | |
| 2 | Protected | Boundaries and | Protected | Shapefile | 30 |
| | Areas and | Features of National | area/Ecosystem | | |
| | Features | Parks, reserves, | | | |
| | | sanctuaries, | | | |
| | | conservancies or any | | | |
| | | other wildlife | | | |
| | | conservation | | | |
| 3 | Land | Landsat 7 Satellite | Scene | Shapefile | 30 |
| | cover/Land | Imagery in 30m | | | |
| | use (Raster) | Resolution, Linear | | | |
| | | Referenced and | | | |
| | | Orthorectified | | | |

| 4 | Land cover/Land use (Vector) | Topographic Map Sheets covering the entire Country at a Scale of 1:250000 available on 64 Topographic Sheets Country Wide | Toposheet | Shapefile | 30 |
|---|---|---|---------------|-------------------------|---------|
| 5 | Political and Administrative Boundaries | Boundaries of: Counties, Sub- counties | Country Wide | Shapefile | 30 |
| 6 | Map layout: | Creating a Map | According to | Hard Copies | A3=10 |
| | A4 | Layout with all Map | Request | Soft Copies | A4=20 |
| | A3 | Elements | | | A0= 100 |
| | A0 | | | | |
| 7 | Climate data | Rainfall and Temperature Monthly Data at a Resolution of 1km from 1950 – 2000 | Per ecosystem | Raster and Shapefile | 30 |
| 8 | Tourism statistics & humanwildlife conflicts | Monthly data | Per ecosystem | Raster and shapefile | 30 |
| 9 | Data on animal movements | Monthly data | Per species | Excel & shapefiles | 30 |

4. scientific talks fee

| S/N | Groups | Talks at the institute | Talks away from the |
|-----|-------------------------------------|------------------------|---------------------|
| | | facility | institute facility |
| 1 | Tourists' groups | \$500 | \$500 + Other costs |
| 2 | Visiting Scientists | \$500 | \$500 + Other costs |
| 3 | Graduate students (Foreign) | \$500 | \$500 + Other costs |
| 4 | Undergraduate students (Foreign) | \$300 | \$300 + Other costs |
| 5 | College students (Foreign) | \$300 | \$300 + Other costs |
| 6 | College, Undergraduate and Graduate | Freee | Other costs |
| | students (Local) | | |

ANNEX 10: DATA RELEASE FORM

DATA RELEASE FORM



P.O. Box 40241- 00100 NAIROBI Email: WRTI@WRTI.go.ke Tel: +254 (20) 2379407

| Name: |
|----------------------|
| Postal Address:Code: |
| Email: |

| DATA/INFORMATION RELEASE APPROVAL | | | | |
|---|---|-------|-------|---------|
| Data Request Application Tracking/Reference | ce No: | | | |
| Approved [] | | | | |
| Not Approved [] | | | | |
| If Not Approved, Reasons for Decision: | | | | |
| | • | | | |
| | ••••• | | | ••••• |
| | | | | ••••• |
| DETAILS OF DATA RELEASED: | | | | |
| Type of Data: | | | | ••••• |
| Data | | | Fo | ormat: |
| | | | | |
| Data Coverage | (location | a | nd pe | eriod): |
| ACKNOWLDGEMENT BY APPLICANT | • | ••••• | | |
| I | | | | |
| submitted to the Director General, WRTI | [. | | | |
| 3. WRTI and / or originating partner for data will be acknowledged in publications, presentations and any other media where this data is used | | | | |
| Sign:Institution/Orga | anization: | | | |
| Date: | | | | |
| FOR OFFICIAL USE ONLY | | | | |

| DATA RELEASING OFFICER | |
|-------------------------|--|
| Name: Signature | |
| EST No.: Date | |
| Designation: | |
| Department: Directorate | |
| | |

ANNEX 11: RESEARCH FEES SCHEDULE

1. ACADEMIC RESEARCH FEES

Individual (Non-Kenyan researchers)

| - | | | | | |
|---|-----------------------------------|-------------|--|--|--|
| i. | Doctorate/Post Doctorate Research | USD 700 | | | |
| ii. | Masters Research | USD 500 | | | |
| iii. | Undergraduate Research | USD 250 | | | |
| iv. | WRTI Affiliation letter | USD 120 | | | |
| Individual (Kenyan Students/researchers) | | | | | |
| i. | Doctorate Research | KSh. 12,000 | | | |
| ii. | Masters Research | KSh.6,000 | | | |
| iii. Diploma/Undergraduate /attachment KS | | KSh.1, 200 | | | |
| RESI | RESEARCH PROGRAMMES | | | | |
| i | Institution/Corporate Research | LISD 2 400 | | | |

2. R

- i. Institution/Corporate Research USD 2,400 ii. Institutional (Private) Annual Research USD 1,200
- iii. Institutional (Public) Annual Research Not Applicable
- 3. All wildlife research experiments, tests, investigations and analyses shall be undertaken within Kenya. However, where there is proven evidence that no capacity for particular investigations, analyses or tests of the material exists in Kenya, the researcher and/or affiliating institution shall seek prior consent for transfer of the biological materials outside the country for further investigations before commencement of the project.
- 4. Where permission is granted, with respect to No. 3 above, the User shall comply with international protocols. Prior Informed consent (PIC), Material Transfer Agreement (MTA), MAT/ITA as appropriate shall accompany the research request, which shall be between WRTI or the providing institution in Kenya and the recipient institution abroad subject to endorsement by the Director, Kenya Wildlife Service.

- 5. Research affiliation with Kenya Wildlife Service approved research institutions intended or finalized must be shown on this application form. It is the applicant's responsibility to negotiate for the affiliation and provide the necessary documentary evidence of the Affiliation to the Director, Kenya Wildlife Service. No Research Permit will be issued until the affiliation is confirmed. A list of institutions approved for affiliation purposes is appended.
- 6. Applicants intending to do wildlife related research in Kenya shall only be allowed to commence their research upon completion of all the application processes as contained in these guidelines and payment of the requisite research fees.
- 7. All research authorization shall be issued for a period of **one (1) year**, with a provision for extension subject to compliance with all the provisions for research authorization. An application for renewal shall be submitted to the Director, Kenya Wildlife Service at least **three (3) months** before the expiry of the authority. However, student academic research will be authorized for the following period of time: PhD (3 years), Masters (1 year) and Undergraduate/Diploma/ Attachment (3 months).
- 8. An Applicant who has been authorized to conduct wildlife research in Kenya must undertake to submit two copies (both hard and electronic) of his/her research report/thesis to the Director WRTI within a period of **six (6) months** on completion and finalization of their research work.
- 9. For research projects that take longer than a year, annual progress reports, duly endorsed by the affiliating institution, must be submitted to Director, Kenya Wildlife Service by 30th day of the third month of the succeeding year.
- 10. Persons who have not submitted final reports/thesis on previous research work done in Kenya shall not be cleared for new projects.

ANNEX 12: STAKEHOLDERS

A: GOVERNMENT AGENCIES

| No. | Name of Agency | Postal Address | Email |
|-----|-------------------------|------------------------|---------------------------------|
| 1 | Wildlife Research and | P.O. Box 842-20117 | WRTI@WRTI.go.ke |
| | Training Institute | Naivasha | |
| 1. | Kenya Wildlife Service | P.O. Box 40241-00100 | KWS@kws.go.ke |
| | | Nairobi | |
| 2. | National Museums of | P.O. Box 40658 -00100 | dgnmk@museums.or.ke |
| | Kenya | Nairobi | |
| 3. | Kenya Institute of | P.O. Box 24481 -00502 | directoripr@primateresearch.org |
| | Primate Research | Nairobi | |
| 4. | Directorate of Resource | P.O. Box 47146 -00100 | info@mining.go.ke |
| | Survey and Remote | Nairobi | |
| | Sensing | | |
| 5. | Kenya Marine and | P.O. Box 81651-080100 | director@kmfri.go.ke |
| | Fisheries Research | Mombasa | |
| | Institute | | |
| 6. | National Commission | P.O. Box 30623 -00100 | info@nacosti.go.ke |
| | for Science, Technology | Nairobi | |
| | and Innovation | | |
| 7. | Kenya National Bureau | P.O. Box 30266-00100, | info@knbs.or.ke |
| | of Statistics | Nairobi. | |
| 8. | Kenya Fisheries Service | P.O. Box 58187 Nairobi | Info@kilimo.go.ke |
| 9. | Kenya Forest Service | P.O. Box 30513-00100, | info@kenyaforestservice.org |
| | | Nairobi. | |
| 10. | Kenya Forestry | P.O. Box 20412 - 00200 | info@kefri.org |
| | Research Institute | Nairobi. | |
| 11. | National Environment | P.O.Box 67839-00200, | dgnema@nema.go.ke |
| | Management Authority | Nairobi. | |
| 12. | Directorate of | P.O. Box 00100-34188, | infodvs@kilimo.go.ke |
| | Veterinary Services | Kabete | |
| 13. | KENTTEC | P.O. Box 66290-00800 | support@kentec.co.ke; |
| | | Westlands | |

| 14. | Kenya Tourism Board | P.O. Box 30630 – 00100 | <u>info@ktb.go.ke</u> |
|-----|---------------------|------------------------|-----------------------|
| | | Nairobi, Kenya. | |

B: INTER-GOVERNMENT AGENCIES

| No. | Name of Agency | Postal Address | Email |
|-----|-----------------------------|----------------------|----------------------------|
| 1. | Regional Centre for Mapping | P.O. Box 632 -00618 | rcmrd@rcmrd.org |
| | of Resources for | Nairobi | |
| | Development | | |
| 2. | Lusaka Agreement Task | P.O. Box 3533 -00506 | administrator@lusakaagreem |
| | force | Nairobi | ent.org |
| 3. | International Union for | P.O. Box 68200 | governancesupport@iucn.org |
| | Conservation of Nature | Nairobi | |

C: CONSERVATION ALLIANCE OF KENYA

| No. | Name of Agency | Postal Address | EMAIL |
|-----|------------------------|--------------------------|---------------------------------|
| 1. | African Conservation | P.O. Box 15289-00509 | acc@acc.or.ke |
| | Centre | | |
| 2. | Africa Network for | P.O. Box 3731 – 00506, | info@anaw.org |
| | Animal Welfare | Nairobi, Kenya | |
| 3. | African Wildlife | P.O. Box 310, 00502. | africanwildlife@awf.org |
| | Foundation | Nairobi, Kenya | |
| 4. | Awaii Community | C/O Conservation | info@conservationalliance.or.ke |
| | Foundation | Alliance of Kenya | |
| 5. | Amboseli Trust for | P.O. Box 346-00209 | info@elephanttrust.org |
| | Elephants | Loitoktok, Kenya | |
| 6. | Big Life Foundation | Big Life UK | donations@biglife.org; |
| | | c/o Chapel & York Ltd | Canada@biglife.org |
| | | Unit 12 Ladycross | |
| | | Business Park | |
| | | Hollow Lane | |
| | | Dormansland | |
| | | Surrey RH7 6PB | |
| | | United Kingdom | |
| 7. | Born Free Foundation | PO Box 1519. Postcode | info@bornfree.or.ke. |
| | | 00502. Karen Nairobi. | |
| 8. | Center for Rural | | |
| | Urban Development | | |
| 9. | Chepkitale | Address: P.O. Box 4552 - | minority.rights@mrgmail.org |
| | Indigenous Peoples | 30200, Kitale, Kenya | |
| | Development | | |
| | Program | | |
| 10. | David Sheldrick | P.O. Box 15555 | |
| | Wildlife Trust | Mbagathi, 00503 | |
| | | Nairobi | |
| 11. | Ecological Society for | P.O. Box 40658 - 00100 | |
| | Eastern Africa (ESEA) | GPO | |
| 12. | Elephant Neighbors | P.O. Box | info@elephantcenter.org; |
| | Center | | jim.nyamu@elephantcenter.org |
| 13. | Elephant voices | | |

| 14. | Ewaso Lions | P.O. Box 14996- 00800Nairobi | info@ewasolions.org |
|-----|--|---|-----------------------------------|
| 15. | Friends of Nairobi National Park (FoNNaP) | P.O. Box 45124 00100 Nairobi | fonnap1@gmail.com |
| 16. | Grevy's Zebra Trust | P.O. Box 15351-00509 | conservation@grevyszebratrust.org |
| 17. | International Fund for Animal Welfare (IFAW) | P.O. Box: 25499-00608 Nairobi. | ewamba@ifaw.org |
| 18. | Kenya Elephant Forum | | info@kenyaelephantforum.org |
| 19. | Kenya Wildlife Conservancies Association | | info@kwcakenya.com |
| 20. | Kenya Wildlife Trust | Kenya Wildlife Trust, P.O. Box 86-00502 Nairobi | info@kenyawildlifetrust.org |
| 21. | Laikipia Wildlife Forum | P.O. Box 764, Nanyuki, Kenya | communications@laikipia.org |
| 22. | Maasai Wilderness Conservation Trust | P.O. Box 1413 Santa Barbara, California 93102 | luca@maasai.com |
| 23. | Maniago Safaris Ltd. | | info@maniagosafaris.com |
| 24. | Mount Kenya Trust | P.O. Box 690-10400 | info@mountkenyatrust.org |
| 25. | Nature Kenya | P.O. Box 44486 00100 GPO Nairobi Kenya | office@naturekenya.org |
| 26. | Pan African Wildlife Conservation Network | P.O. Box 47756-00100 GPO Nairobi, Kenya | info@aworipat.me |
| 27. | Rhino Ark | WRTI HQ P.O. Box 181 - 00517 Nairobi, Kenya | info@rhinocharge.co.ke |
| 28. | Rural Villages Development Centre | | |

| 29. | Save The Elephants | Karen P.O. Box 54667- | info@savetheelephants.org |
|-----|---------------------|----------------------------|----------------------------------|
| | | 00200 Nairobi. Kenya | |
| 30. | The Green Belt | Adams Arcade, Kilimani | nobelwomen@greenbeltmovement.org |
| | Movement | Road off Elgeyo | |
| | | Marakwet Rd | |
| | | P.O. BOX 67545-00200 | |
| | | Nairobi, Kenya | |
| 31. | The Nature | The Nature Conservancy | africa@tnc.org |
| | Conservancy | 4245 North Fairfax Drive, | |
| | | Suite 100 | |
| | | Arlington, Virginia 22203- | |
| | | 1606 | |
| | | ph. 703-841-5300 | |
| 32. | Tsavo Trust | P.O. Box 204-90128 Mtito | richard@tsavotrust.org |
| | | Andei | |
| 33. | Wildlife Direct | P.O. Box 24467-00502 | info@wildlifedirect.org |
| | | Karen | |
| | | Nairobi | |
| | | Tel. +254 705133509 | |
| 34. | World Wide Fund for | P.O. Box 62440- | info@wwfkenya.org |
| | Nature (WWF) Kenya | 00200Nairobi, Kenya | |

D: Other Partners

| No. | Name of Agency | Postal Address | EMAIL |
|-----|---------------------------------------|--|--|
| 1. | Africa World Heritage Fund | DBSA Building 1258 Lever Road Headway Hill Midrand | souayibouv@awhf.net |
| | | 1685 South Africa | |
| 2. | African Center for Technology Studies | P.O. Box 45917 - 00100 Nairobi – Kenya | info@acts-net.org |
| 3. | ATA Interpol | NTERPOL General Secretariat 200, quai Charles de Gaulle 69006 Lyon | GeneralSecretariat@interp ol.int; General.Secretariat@inter pol.int; Secretary.General@interp ol.int |
| 4. | Bill Jordan Wildlife Defense Fund | P.O. Box 46250 Madison, WI 53744-6250 Phone: (608) 442-3536 1-800-WILD-101 Fax (608) 442-5264 | info@wildlifedefenseusa.o rg |
| 5. | Bioversity International | Kenya - Bioversity International c/o ICRAF P.O. Box 30677-00100 Nairobi, Kenya Tel. (+254) 20 722 4513 Fax. (+254) 20 722 4001 | bioversity- kenya@cgiar.org |
| 6. | Birdlife International | The David Attenborough Building, 1st Floor, Pembroke Street, Cambridge, CB2 3QZ, United Kingdom | Birdlife- africa@birdlife.org |
| 7. | Bloodlink Foundation | Ground Floor, Kedong House | info@bloodlinkfoundation .org. |

| | | Junction of Longers DJ 0 | |
|-----|----------------------------|---|-------------------------|
| | | Junction of Lenana Rd. & Ralph Bunche Rd. | |
| | | Nairobi, Kenya | |
| | | Email: | |
| | | info@bloodlinkfoundation.or | |
| | | | |
| | | Tal. 1254 020 2729419 / 26 | |
| 0 | Cons for the Mild | Tel: +254 -020-2738418 / 26 | |
| 8. | Care for the Wild | P.O. Box 548, | media@careforwild.co.za |
| | International (CFTW) | Sonpark, | |
| | | 1206, | |
| | | South Africa | |
| 0 | | +27(0)13590 4448 | 1 0 1 |
| 9. | Centre for Disease Control | 1600 Clifton Road Atlanta, | cgh@cdc.gov |
| | (CDC) | GA 30329-4027 USA | |
| | | 800-CDC-INFO (800-232- | |
| | | 4636), TTY: 888-232-6348 | |
| 10. | Cheetah Conservation | P.O. Box 1755 Otjiwarongo, | nfo@cheetah.org |
| | Fund | Namibia | |
| 11. | CITES Mike Programme | CITES Secretariat | info@cites.org |
| | | International Environment | |
| | | House | |
| | | 11 Chemin des Anémones | |
| | | CH-1219 Châtelaine, Geneva | |
| | | Switzerland | |
| | | Tel: +41-(0)22-917-81-39/40 | |
| | | Fax: +41-(0)22-797-34-17 | |
| 12. | Earth Watch Institute | 1380 Soldiers Field Road | info@earthwatch.org |
| | Kenya | Boston, MA 02135 | |
| | | U.S.A. | |
| 13. | East African | 3rd floor, Kodi Road | Tel: (020)601064 |
| | Environmental Network | | |
| | (EAEN) | | |
| 14. | Eden Wildlife Trust | | Fill online form |
| 15. | Elephant Research Trust | | Fill form online |
| | Fund | | |
| 16. | European Union | Union House, Ragati Road | Kenya@eeas.europa.eu |
| | | P.O. Box 45119-00100 Nairobi | |

| | | Phone number: 254 20 2802000 Fax: 254 20 2716481 | |
|-----|--|---|-------------------------|
| 17. | Fauna and Flora International | Fauna & Flora International The David Attenborough Building, Pembroke Street, Cambridge, CB2 3QZ | info@fauna-flora.org |
| 18. | Fonds Francais pour l'Environment Mondial (FFEM) | Nairobi, Kenya C/O World Agroforestry Centre United Nations Avenue, Gigiri Mailing address: P.O. Box 30677–00100, Nairobi, Kenya Office Tel: + 254 20 7224442 | cifor-nairobi@cgiar.org |
| 19. | Forest Action Network | Post. P.O. Box 380-00517. Uhuru Gardens Nairobi | fan@fankenya.org |
| 20. | Forestry Bureau, COA- Taiwan | No. 2, Hangchou S. Rd., Sec. 1, Taipei City 10050, Taiwan R.O.C. | Fill online form |
| 21. | FREI GEBOREN (Germany) | | Fill online form |
| 22. | French Development Agency (AFD) | 4th Floor, Top Plaza Kindaruma Road off Ngong Road P.O. Box 45955- 00100NAIROBI Tél: (+254) 20 259 29 07 / 09 /20 259 29 13/14 Portables bureau: (+254) 722 20 77 27 / 734 33 33 31 | afdnairobi@afd.fr |
| 23. | Friends of Conservation | Friends of Conservation P.O. Box 74901-00200 Nairobi Kenya | focinfo@aol.com |

| 24. | Global Communities | 8601 Georgia Ave, Suite 800 | dhumphries@globalcomm |
|-----|---------------------------|-------------------------------|---------------------------|
| | (formerly CHF | Silver Spring, MD 20910 US | unities.org |
| | International) | | |
| 25. | Global Environment | C/O Political Focal Point | cs@environment.go.ke |
| | Facility (GEF) | Ministry of Environment and | |
| | | Forestry | |
| | | NHIF Building, 12th Floor | |
| | | P.O.Box 30126-00100 Nairobi | |
| | | Tel:+254-0-202730808/ 9 | |
| 26. | Institute of Primate | Institute of Primate Research | directoripr@primateresear |
| | Research | End of Karen Road | ch.org |
| | | P.O. Box 24481-00502Karen | |
| | | Nairobi, Kenya | |
| | | Phone: +254-02-2606235/6 | |
| | | Fax: +254-20 2606231 | |
| 27. | International Centre of | P.O. Box30772-00100 | icipe@icipe.org |
| | Insect Physiology and | Nairobi, | |
| | Ecology | | |
| 28. | International Livestock | ILRI Kenya | ILRI-Kenya@cgiar.org |
| | Research Institute (ILRI) | P.O. Box 30709-00100 | |
| | | Nairobi | |
| | | +254-20 422 3000 | |
| | | +254-20 422 3001 | |
| 29. | Japan Tiger and Elephant | 3F Suehiro Bld.2-5-4 | hogokikin@jtef.jp |
| | Fund (JTEF) | Toranomon Minato-ku | |
| | | Tokyo 105-0001 Japan | |
| 30. | Kenya Forestry Working | East African Wild Life | KFWG@eawildlife.org |
| | Group (KFWG) | Society, | |
| | | Riara Road, Off Ngong Road, | |
| | | P.O. Box, 20110-00200, | |
| | | Nairobi. | |
| 31. | Kenya Land Conservation | Details unavailable | |
| | Trust | | |
| 32. | Kenya Organization of | P.O. Box 1513-0621 | koee@koee.org |
| | Environmental Education | | info@koee.org |
| | (KOEE) | Kenya | |
| | | I . | i . |

| 33. | Kenya Wetlands Forum | P.O. Box 40658-00100 Nairobi Kenya | info@kenweb.or.ke |
|-----|---|--|--------------------------------------|
| 34. | Marwell Preservation Trust | Marwell Wildlife, Thompson's Lane, Colden Common, Winchester, Hants SO21 1JHs | marwell@marwell.org.uk |
| 35. | Mpala Research Centre | Mpala Ranch P.O. Box 92-10400 Nanyuki, Kenya | info@mpala.org |
| 36. | Netherlands Environmental Assessment Agency | P.O. Box 303 3720 AH Bilthoven. Netherlands. | info@pbl.nl. |
| 37. | Novartis Animal Health | Parks Canada National Office 30 Victoria Street Gatineau, Quebec Canada J8X 0B3 | information@pc.gc.ca |
| 38. | Pact Inc. | Pact 1828 L Street, NW, Suite 300 Washington, DC 20036 P: +1-202-466-5666 | info@pactworld.org |
| 39. | Park Action Committee Nakuru | P.O. Box 539- Nakuru | Contact Lake Nakuru National Park |
| 40. | Parks Canada | Parks Canada National Office 30 Victoria Street Gatineau, Quebec Canada J8X 0B3 | information@pc.gc.ca |
| 41. | Ramsar Convention | Rue Mauverney 28 CH-1196 Gland, Switzerland T. +41 22 999 01 70 F. +41 22 999 00 02 | ramsar[at]ramsar.org |

| 42. | Rockefeller Foundation | The Rockefeller Foundation Capitol Hill Square, Western Wing, 3rd Floor, Chyulu Road, off Haile Selassie Avenue, Upper Hill P.O. Box 14531-00800 Nairobi, Kenya | medialibrary@rockfound. org. |
|-----|---|---|---|
| 43. | Savannah Club Japan | Details not available | |
| 44. | Save the Rhino International | Unit 3, Coach House Mews, 217 Long Lane, London, SE1 4PR | info@savetherhino.org |
| 45. | Terra Nuova | viale Liegi, 10 00198 Roma | info@terranuova.org |
| 46. | The Field Museum of Natural History Chicago | 1400 S. Lake Shore Dr., Chicago, IL 60605. | pmayer@fieldmuseum.or g (COLLECTIONS MANAGER) |
| 47. | The Wildlife Foundation | P.O. Box 16456 – 00100, Nairobi, Kenya | info@thewildlifefoundatio n.org |
| 48. | Tsavo Conservation Group | , , , , , , , , , , , , , , , , , , , | Fill form online |
| 49. | Tusk Trust UK | Tusk, 4 Cheapside House, High Street, Gillingham, Dorset, SP8 4AA, UK. | info@tusk.org |
| 50. | United Nations Educational, Scientific and Cultural Organization (UNESCO) | P.O. Box 30592-00100, Nairobi, Kenya | nairobi@unesco.org |
| 51. | United Nations Environment Program (UNEP) | United Nations Avenue, Gigiri P.O. Box 30552-00100 Nairobi, Kenya | unenvironment- info@un.org |

| 52. | United States Aid for | P.O. Box 629-00621 | |
|-----|----------------------------|--------------------------------|--------------------------|
| | International | Village Market | usaidke@usaid.gov |
| | Development (USAID) | Nairobi | |
| 53. | US Fish & Wildlife Service | U.S. Fish and Wildlife Service | Fill online form |
| | (USFWS) | 1849 C Street, NW | |
| | | Washington, DC 20240 | |
| 54. | Wildlife Clubs of Kenya | P.O. Box 20184-00200, | info@wildlifeclubsofkeny |
| | | Nairobi | a.org |
| 55. | World Agro forestry | P.O. Box 30677-00100, | worldagroforestry@cgiar. |
| | Centre (ICRAF) | Nairobi, Kenya | org |
| 56. | Zoo D'Ammeville | RCS Metz B 331 338 632 | secretariat@zoo- |
| | | | amneville.com |
| 57. | Zoological Society of | Outer Circle | generalenquiries@zsl.org |
| | London | Regent's Park | |
| | | London, NW1 4RY | |