THE WILDLIFE RESEARCH & TRAINING INSTITUTE
GUIDELINES FOR RESEARCH PERMITTING & COMPLIANCE

ARRANGEMENT OF THE PROCEDURES

Paragraph – *the guidelines are established according to the Wildlife Conservation and Management Act, 2013, section 59*

PART I: PRELIMINARY

PART II: APPLICATION FOR REGISTRATION OF RESEARCHERS AND ISSUANCE OF RESEARCH PERMIT

PART III: GENERAL PROVISIONS

ANNEXES

This guideline is approved

Signature..... **Date** 5/7/2023

DR. PATRICK OMONDI, OGW

DIRECTOR/CEO

Signature..... **Date** 5/7/2023

DR. DAVID NKEDIANYE

CHAIRMAN

BOARD OF THE INSTITUTE

P.O. Box 842-20117, Naivasha Kenya

www.wrti.go.ke

THE WILDLIFE RESEARCH AND TRAINING INSTITUTE GUIDELINES FOR RESEARCH PERMITTING & COMPLIANCE

PART I
PRELIMINARY

Definition of terms.

1. In this research permitting and compliance guidelines, unless the context otherwise requires—

"access" means obtaining, possessing and using Genetic and Biological Resources, whether conserved, derived products (derivatives) and, where applicable, intangible components, for purposes of research, bio-prospecting, conservation, industrial application or commercial use as defined in the laws of Kenya;

"applicant" means the Principal Investigator who intends to implement a research project;

"benefit sharing" has the same meaning as envisaged by the Convention on Biological Diversity - how the benefits that result from the access or use of genetic resources are shared between the people or countries using the resources (users) and the people or countries that provide them (providers). The benefits may be in monetary and non-monetary forms as briefly described in the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits arising from their Utilisation;

"biological resource" means genetic resources, organisms or part thereof, population, or any other biotic component of an ecosystem and their derivatives with actual or potential use or value for humanity;

"biotechnology" means any technological application that uses biological systems, living organisms, or derivatives thereof, to make or modify products or processes for specific use;

"genetic resource" means genetic information or material, any material of plant, animal, microbial or other origin containing functional units of heredity and having actual or potential value, and sourced from environments in which they occur naturally (*in situ*) or from human-made collections such as botanical gardens, gene banks, seed banks and microbial culture collections (*ex-situ*);

"Mutually Agreed Terms" means an agreement or Memorandum of Agreement reached between resources providers and users as per the Convention of Biological Diversity, Nagoya Protocol and Kenyan laws, which defines the modalities of implementation of the elements negotiated under the Prior Informed Consent, including access, utilisation, benefit sharing, compliance enforcement, and monitoring;

"Material Transfer Agreement" means a contract between the resource Provider and User governing the transfer of accessed biological resources,

progeny, derivatives, and associated knowledge as per Prior Informed Consent and Mutually Agreed Terms entered into and in line with international obligations and domestic legislations;

"Prior Informed Consent, also known as Free Prior Informed Consent, is defined as permission granted by the designated National agency (resource provider), in coordination with county governments, on behalf of local communities. This permission is given in the form of a signed agreement with executable terms following full disclosure of all necessary information;

"providers of genetic resources" means the sovereign Country that exercises rights over natural resources under its jurisdiction and may entitle others, such as indigenous peoples and local communities, to also negotiate terms of access and benefit-sharing, especially in instances where traditional knowledge associated with genetic resources is being accessed;

"research" means the scientific and systematic search for pertinent information and knowledge on a specific topic, including, *inter alia* and this context, wildlife census, periodic ecological monitoring, wildlife disease surveillance, specialised photography, and mapping;

"stakeholders" means the providers and users who mutually consent through a Prior Informed Consent and Mutually Agreed Terms on access and utilisation of biological or genetic resources;

"traditional knowledge" means any knowledge—

(a) originating from an individual, local or traditional community that is the result of intellectual activity and insight in a traditional context, including know-how, skills, innovations, practices and learning embodied in the traditional lifestyle of a community; or

(b) contained in the codified knowledge systems passed on from one generation to another, including agricultural, environmental or medical knowledge associated with genetic resources or other components of biological diversity, and know-how of traditional architecture, construction technologies, designs, marks and indications as defined in The Protection of Traditional Knowledge and Cultural Expressions Act, 2016;

"users of genetic resources" means entities or individuals that seek access to genetic resources for a wide range of purposes, from basic research to the development of new products and are responsible for sharing the benefits derived from genetic resources with the providers

"utilisation" means to conduct research and development on the biological or genetical or biochemical composition, including intangible components of the accessed biological resources and through the application of biotechnology;

"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 into or established in Kenya as defined in the Wildlife Conservation and Management Act, 2013; and

"Wildlife Research Permit" means an official document issued by the Wildlife Research and Training Institute giving authorisation to an applicant to conduct wildlife research in Kenya as per the Wildlife Conservation and Management Act, 2013.

Purpose of the guidelines.

2. These guidelines shall apply—

(a) To the processes and requirements for obtaining authorisations to conduct wildlife research in Kenya;

(b) to all researchers, including individual researchers, students, non-governmental organisations, inter-governmental organisations, private organisations, companies, universities, and other research institutions who wish to conduct research in the wildlife sector;

(c) to research conducted in wildlife conservation areas, including National Parks and Reserves; Marine Parks and Reserves; private and community-owned sanctuaries and conservancies; and non-protected areas;

(d) to the acceptable conduct within protected areas, taking cognizant of the rules for entry into and stay in National Parks and Reserves/Sanctuaries.

Guiding principles.

3. The guiding principles of these guidelines are—

(a) research in wildlife shall be undertaken for the benefit of the people of Kenya;

(b) research shall be consistent with the national wildlife research agenda;

(c) research shall encourage collaboration;

(d) Free Prior Informed Consent of persons affected or likely to be affected by the research;

(e) transparency, accountability and compliance with research ethics in the conduct and reporting of research findings;

(f) research shall minimise the potential risk of harm to other researchers, the environment, and the organism; and

(g) prevent over-exploitation and wanton harvesting of wildlife resources that may lead to research-induced species depletion or habitat destruction.

PART II
APPLICATION FOR REGISTRATION OF RESEARCHERS AND ISSUANCE OF RESEARCH PERMIT

General requirements.

4. (i) A person who wishes to conduct wildlife research shall—

(a) require to be affiliated with an institution recognised in Kenya for the purpose of wildlife research; and

(b) apply for a wildlife research permit in Form RPC/1A as set out in Annex 1.

(ii) An application for a wildlife research permit shall be accompanied by the following documents—

(a) in the case of self-funded research, a comprehensive research proposal that is signed by the head of the institution that the applicant is affiliated with;

(b) in the case of funded research, the research proposal submitted by the applicant to the sponsor and the letter of the grant awarded to the applicant;

(c) a valid copy of a personal identification document (national identity card or passport biodata page);

(d) curriculum vitae of the applicant;

(e) letter of support/recommendation from home institution (foreign applicant);

(f) ethical review report, where applicable;

(g) in case of a non-citizen, a research pass or residency permit, or work permit issued by the state department of immigrations *(the applicant shall acquire and submit after issuance of the Wildlife Research Permit)*; and

(h) a plan for data sharing with the Institute.

(iii) The contents of the research proposal submitted by the applicant shall include the following—

(a) research title;

(b) clear objectives;

(c) research methods;

(d) specific geographical area or location of study;

(e) sample size and justification (power analysis if possible;

(f) sample analysis procedures or methods;

(g) name of the laboratory or place where the samples will be analysed;

(h) expected research timeframe;

(i) budget and source of funds;

(j) names of supervisor and supervisor's institution; and

(k) envisaged benefits of the research results to wildlife conservation management.

Review of applications.

5. (i) The Institute shall register by assigning the application a reference number and entering the relevant details of the applications into the Institute's database.

(ii) The reference number shall be used as the unique identifier for an issued permit.

(iii) The application shall be reviewed by WRTI.

(iv) Where necessary, the Institute may request an external scientist with the necessary expertise to review the application and submit a report and recommendations thereon to the Institute.

(v) The review will consider the following among other issues—

(a) scientific merit- location, sample size, conservation status, procedures and methods, sampling frequency, ongoing studies with a similar approach;

(b) the roles/functions of the listed partners/collaborators;

(c) ethical and animal welfare standards and principles;

(d) monitoring and evaluation;

(e) technology transfer;

(f) data management, including sharing, access and security; and

(g) significance and relevance to wildlife conservation and management.

(vi) The Institute may conduct a further review or seek amendments to research methods that raise concerns on research ethics, dual-use research of concern (DURC), species or specimen conservation status, biosecurity, or emerging and non-tested technologies or procedures.

(vii) Where all conditions are met, the Institute shall complete the application review within a maximum of sixty days from the date of submission of an application.

(viii) Where necessary, after the application review is completed, the Institute shall require that the applicant to obtain the Free Prior Informed Consent of affected parties, and develop Mutually Agreed Terms with respect to the proposed research. The documents in respect of Free Prior Informed Consent and Mutually Agreed Terms shall be submitted to the Institute by the applicant to inform issuance of a permit

Free Prior Informed Consent, Mutually Agreed Terms and Material Transfer Agreement.

6. (i) Free Prior Informed Consent and Mutually Agreed Terms shall apply to studies that entail access and utilisation of Kenya's biological and genetic resources, derivatives, progenies, compounds, extracts, Deoxyribonucleic Acid, Ribonucleic Acid, Digital Sequence Information, and Traditional Knowledge arising from genetic resources in Kenya. The negotiation of the Free Prior Informed Consent shall occur before that of the Mutually Agreed Terms and shall involve the mapping of all stakeholders involved in the research activity by the resource users (applicants) and providers as described in the research proposal.

(ii) The applicant shall negotiate the Free Prior Informed Consent and Mutually Agreed Terms in accordance with Annexes 3, 4, 5, 6 and 7, and submit the signed agreements to the Institute. The agreements shall be signed by the head of the institution with which the researcher is affiliated and the affected parties.

(iii) Material Transfer Agreements shall apply where an applicant proposes to collect samples or specimens of wildlife for export outside Kenya or to a non-collaborating Kenyan Institution for laboratory analysis. A Material Transfer Agreement shall be developed in accordance with Annexes 8.

(iv) Upon meeting all the requirements, the permit shall be issued

Validity of wildlife research permits.

7. A wildlife research permit shall be valid for a period of twelve months.

Renewal of wildlife research permits

8. (i) A holder of a research permit may apply for the renewal of the wildlife research 60 days prior to expiration using the prescribed form RPC/1B set out in Annex 2.

(ii) An application for the renewal of a wildlife research permit shall be

accompanied by the following documents:

(a) progress report of previous research work;
(b) copy of the Research pass or Residency permit for the previous year if the researcher was a foreign national;
(c) letter of recommendation from the Institution of Affiliation;
(d) previous wildlife Research Permit;
(e) previous research license issued by NACOSTI; and
(f) report by the applicant on compliance with the terms or conditions of the FPIC and MAT, where relevant, and the conditions in the permit imposed by WRTI.

Emergency wildlife research permits.

9. (i) A person may apply for an emergency wildlife research permit where emergency circumstances occur, including—

(a) the occurrence of rare natural phenomenon;

(b) high risk of death of endangered species;

(c) outbreaks of diseases threatening wildlife populations;

(d) mass die-offs of species of unknown cause;

(e) declaration of a pandemic by the World Health Organisation, World Organisation for Animal Health or the competent authority in Kenya, that requires access, transfer and study of pathogens in wildlife; and

(f) studies to mitigate food security emergencies as declared by the Government.
(g) research declared by the Government as an emergency

(ii) The review of an application for an emergency research permit shall be expedited by the Institute.

(iii) The Institute shall consider applications for emergency wildlife research permits on a case-by-case basis.

PART III
GENERAL PROVISIONS

Administrative requirements.

10. (i) The following administrative requirements shall apply to each Wildlife Research Permit issued by the Institute—

(a) each permit applicant shall pay a permit fee to WRTI accounts upon approval of the permit. The fee tariffs are according to different research categories (e.g post-doc, doctorate, master, non-academic).

The permit fee is valid for 12 months from the date of issue of the permit;

(b) each researcher shall apply for a single wildlife research permit;

(c) in the case of a research program (*consisting of more than one research project*), which is led by a principal investigator, each of the researchers responsible for each of the research projects shall be required to apply for a separate wildlife research permit;

(d) in the case of long-term research, the following shall apply –

(i) routine monitoring on a 'need to know' basis of the status of habitats and species/populations undertaken for internal use by the research consortium/organization shall be exempt from a wildlife research permit;

(ii) where data generated in (i) is to be used for academic and/or commercial purposes or generate Intellectual property (IP), then the data user shall obtain a wildlife research permit as per this guideline;

(e) where a researcher intends to modify the study, the researcher shall notify the Institute in writing and specify the reasons, in detail, for the proposed modification;

(f) in the case of a long-term research project, the researcher shall be required to provide processed or analysed data and findings to the Institute and the respective management authorities in the manner prescribed by the Institute;

(g) data and information shared shall be in accordance with the Data Protection Act, 2019 and Institute's data sharing protocol; and

(h) where samples collected need laboratory analysis, such analysis shall be undertaken in Kenya, except where local capacity lacks.

Wildlife capture and sample collection.

11. (i) Where a holder of a research permit proposes to capture wildlife or collect wildlife samples, such capture or collection shall be undertaken in the presence of a researcher from the Institute and in accordance with the requirements of the Service

(ii) The following conditions shall also apply with respect to samples collected from animals and plants-

(a) the researcher shall be required to deposit with the Institute aliquot of viable samples (blood, sera or tissues) or any other designated national repository in the manner prescribed by the Institute and must include associated metadata;

(b) all specimens shall be the property of the Government;

(c) any unused biological specimens shall be surrendered to the Institute;

(3) a research permit that entails animal capture and/or plant collection shall have the following details;

(a) the species to be captured for the purpose of sample collection;

(b) the type of sample to be collected;

(c) the sample size;

(d) the geographical area where the sample will be collected;

(e) the manner in which the sample shall be collected, preserved and packaged;

(f) the purpose for the collection of the sample; and

(g) any other requirements that the Institute may impose.

Sample verification reports.

12. (1) A sample verification report in respect of samples collected by a researcher for the purpose of export shall be issued by the Institute as prescribed in form RPC 1/C (Annex 9)

Process and requirements for import of research samples.

13. (i) Where a researcher intends to import wildlife specimens, samples or derivatives of wildlife specimens into Kenya, that researcher shall apply for a wildlife research permit in Form RPC/1A as set out in Annex 1.

(ii) An application shall be accompanied by Export permits and Material Transfer Agreement from the source country.

(iii) The application shall be reviewed to determine—

(a) the nature of the specimen or material in regard to pathogenic viability;

(b) the purpose and use; and

(c) the status of laboratory where it is destined.

(iv) Where necessary, the review of an application shall be undertaken in consultation with relevant lead institutions including the Directorate of Veterinary Services, Kenya Plant Health Inspectorate Service and Director-General of Health.

(v) Upon successful application, the Institute may issue the applicant with—

(a) a research permit; and

(b) a letter of no objection to the importation of the specimen or sample.

Access and use of bio-repository samples and data.

14. (i) Researchers may apply to the Institute for access and use of biological samples or data held by the Institute using Form RPC/1A as set out in Annex 1. The researcher shall indicate that the source of samples is ''archived.''

(ii) When considering an application for access, the Institute shall consider the following matters—

(a) that the requested type and number of samples or data are available;

(b) that the requested type and number of samples or data have the required metadata;

(c) that the requested type and number of samples or data are not linked to a second-party entity or individual or a case pending in court;

(d) whether or not the applicant has entered into a Material Transfer Agreement with the Institute; and

(e) whether or not the applicant has entered into an agreement with the Institute on authorship or Intellectual policy in respect of the requested samples or data;

(f) The Institute shall retain at least two copies of the requested sample;

(g) Usage of repository samples and data will be considered on a case-by-case basis and will be subject to collaborative agreements with the Institute; and

(h) Data access and information sharing shall be in accordance with the Institute's data management policy.

Terms and conditions of a wildlife research permit.

15. (i) The Institute shall impose the following terms and conditions in respect of a wildlife research permit—

(a) a researcher who has obtained the wildlife research permit shall report to the Institute's scientist and protected/conserved area manager responsible for that area before the commencement of the research;

(b) the researcher shall at least every six months submit a report to the Institute and the protected/conserved area manager detailing the progress of the research and salient findings and recommendations relevant to the conservation and management of wildlife;

(c) the researcher shall make presentation to the Institute and to resource managers in addition to what has been agreed in the Free Prior Informed Consent;

(d) the researcher shall comply with the rules and regulations governing wildlife-protected and conserved areas; and

(e) the researcher shall deposit a copy of the final research report, thesis or dissertation with the Institute.

Non-compliance.

16. (i) the Institute may reject an application for the following reasons;

(a) failure to submit required application documents and information as prescribed in Form RPC/1A and as may further be requested

(b) initiating research before the permit has been issued;

(c) submitting false documents

(ii) the Institute may revoke a permit for non-compliance with the terms or conditions imposed on the permit or for any of the following reasons—

(a) contravening the Wildlife Conservation and Management Act, its Regulations and any other relevant legislation relating to wildlife research, wildlife management, wildlife conservation, and environmental management;

(b) exceeding the terms and conditions imposed on the wildlife research permit or research licence;

(c) causing injury or damage to wildlife or wildlife habitats;

(d) unethical research practices;

(e) failure to submit copies of samples and associated metadata to the Institute;

(f) uttering or declaring false documents;

(g) access to research sites without a permit or authority;

(h) access to biological data and samples without a permit or license;

(i) failure to honour the agreements specified in Free Prior Informed Consent, Mutually Agreed Terms or Material Transfer Agreement; or

(j) archiving of wildlife samples in an unauthorised repository.

(iii) where the Institute has withdrawn a research permit under paragraph (1), the researcher shall forfeit the fees paid in respect of that permit; the collected samples withdrawn; research funders, sponsors and affiliating institutions may be informed of the status.

(iv) before the Institute withdraws a permit, the researcher shall be given the opportunity to explain why the permit should not be withdrawn.

Offenses relating to Permits

17. (i) Any person who, for the purpose of obtaining, whether for himself or another, the issue of a license or permit —

(a) knowingly or recklessly makes a statement or representation which is false in a material particular; or
(b) knowingly or recklessly furnishes a document or information which is false in a material particular; or
(c) for any purpose in connection with WCMA, 2013, knowingly or recklessly uses or furnishes a false, falsified or invalid license or permit or one is altered without authorization; or
(d) knowingly contravenes any condition or requirement of a permit,

commits an offence and shall be liable upon conviction, to a fine of not less than two hundred thousand shillings or to imprisonment of not less than one year or to both such fine and imprisonment.

Liability

18. (i) A researcher shall indemnify the institute from any civil liability for damages or loss suffered by them, their staff or property in the course of their research

ANNEX 1

Form RPC/1A: APPLICATION FOR A WILDLIFE RESEARCH PERMIT

Read the following guidelines carefully

- Filling out this form is mandatory for applying for a permit to research wildlife (*e.g., plants, microorganisms, arthropods, insects, fish, large and small mammals), their habitats (e.g, landscape, marine, inland waters, soil, water)*, and associated genetic derivatives etc.
- This form applies to all research designs, methods and approaches, including behavioural studies, Environmental Impact surveys, experimentation in *in-situ* or *ex-situ*, collection of parts or excreted materials or whole organisms.
- Principal Investigator and associated undergraduates and post-graduates MUST obtain independent Research Permits and/ Letters of Affiliations (where applicable).
- The Applicant is to fill out the form and submit it to the office of the Director, Wildlife Research and Training Institute (WRTI) Hqs, Naivasha (permits@wrti.go.ke)
- Submit this form with the following documents: (***more documents/information may be requested depending on nature of research***)

    a. A valid copy of a personal identification document (National ID/ Passport biodata page)
    b. Support letter from your academic/work/ institution
    c. Recommendation from your host/attached institution in Kenya (for foreigners)
    d. A comprehensive research project proposal, approved and signed by the applicant institution/funding institution. *The proposal should include clear objectives, methods and methodology, sample size, sample analysis and location, expected project timeframe, budget, source of funds, names of supervisor(s), and envisaged application of the research results to wildlife conservation management.*
    e. Grant Award Letter
    f. Curriculum Vitae of the applicant
    g. Ethical Review Compliance (IACUCs) report where applicable
- After the review of your application package, and it is deemed necessary, you will be

guided to develop Prior Informed Consent (PIC), Mutually Agreed Terms (MAT), and Material Transfer Agreement (MTA)

- The permit is issued for a maximum of 12 months, with annual renewals (*Refer to Form RPC/1B*) subject to compliance requirements.

- Depending on the type of research/reason for access to wildlife resources and habitats, the permit may be subject to other licences/permits from other regulatory agencies *(e.g, NEMA access permit, NACOSTI licence, KWS capture permit, Immigration pass etc*).
- Provide a minimum of 60` days of processing time.
- The permit is subject to fees payable to WRTI upon approval of this application.

- ***Export of Wildlife resources*** will require a CITES/non- CITES permit. Application requirements include:

  a). Approved Proposal
  b). WRTI Research Permit
  c). NACOSTI license
  d). NEMA access permit
  e). Sample verification report from area scientist
  f). Signed PIC
  g). Signed MAT
  h). signed Material Transfer Agreement
  i). List of collected samples given WRTI codes

  - ❖ May require import permit from destination country
  - ❖ May require No Objection certificate from the Director of Veterinary Services
  - ❖ May require phytosanitation certificate from KEPHIS
  - ❖ Export permit from KWS

PART I - DETAILS OF APPLICANT

APPLICANTS PERSONAL INFORMATION (*To be filled by all applicants***)**
NAME OF APPLICANT_____
(First) *(Middle)* *(Surname)*
SEX:M ☐ F ☐ AGE_____NATIONALITY_____
PASSPORT NO/ID NO_____DATE OF EXPIRY _____
TELEPHONE NO _____ EMAIL_____

INSTITUTIONAL ADDRESS (POSTAL & PHYSICAL): _____
_____

ADDRESS WHILE STAYING IN KENYA (non-residence only): _____
_____

NAME AND ADDRESS OF APPLICANT'S INSTITUTION:_____
_____
IF NON-GOVERNMENTAL ORGANISATION (NGO)/PRIVATE/COMPANY (*Registration No. and Country*): _____
(*attach a copy of the certificate of registration*)

PREVIOUS PERMIT NO._____GRANTED (date)_____ *(If applicable)*

PART II- DETAILS OF PERMIT

TITLE OF RESEARCH/PROJECT:
_____
_____-
_____
PURPOSE (Specify as below):_____
e.g., Academic: Dip., BSc., MSc., PhD., Post-Doctoral *etc*
e.g., Non-academic: Validations., Personal Development., Bioprospecting., ESIA., Commercial, Long-term programme *etc.)*

NAMES OF ACADEMIC ADVISORS/SUPERVISORS (*if academic – title, institution, country*)
_____
_____

NAME OF SUPERVISOR/ADVISOR TO BE CONTACTED (for emergency / compliance issues)
_____Email_____

BENEFITS/JUSTIFICATIONS: _____
_____
_____
_____
STUDY LOCATIONS (NAME OF COUNTY(s):
_____

_____

(*If outside protected areas, indicate the name of site and County*)

PART III – DETAILS OF SPECIES / SAMPLES

TARGET SPECIES/ SAMPLE: _____
SCIENTIFIC NAME: _____
COMMON NAME (if any): _____
CONSERVATION STATUS: _____
(*e.g., Critically endangered, Endangered, Vulnerable, Least Concern*)
PARTS/ MATERIAL FOR STUDY: _____
(*E.g. flowering stems, fruits (nuts), seeds, leaves, whole plants, cuttings, soil, animal dung or other categories*).

STATE OF SAMPLE: _____
(E.g. mature or young parts of a plant, dry dung, fresh dung, water, mud or dry soil, animal carcass, blood, etc)
COLLECTION METHOD *(Check all applicable methods)*

Terrestrial samples:

- ☐ Collection by hand
- ☐ Live traps
- ☐ Foot-hold traps
- ☐ Mist nets
- ☐ Kill traps
- ☐ Others (specify)_____
- ☐ Hand nets
- ☐ Audio
- ☐ Visual encounter
- ☐ Lures

Aquatic samples:

- ☐ Hand nets
- ☐ Hook and line
- ☐ Scuba
- ☐ Seine nets
- ☐ Other methods (specify: _____
- ☐ Aquatic kick samples
- ☐ Nets-Trap
- ☐ Substrate grab sampler
- ☐ Scornel

APPROXIMATE NUMBER/QUANTITIES REQUIRED: _____

TYPE OF BIOMONITORING STUDIES

- TAGGING (*type*)_____Target No._____
- IMPLANTS (*type*)_____Target No._____
- COLLARING (*type*)_____TargetNo._____
- OTHERS (Specify Type)_____
- PREVIOUS RESEARCH/PROJECT

Biomonitoring equipment (Type): _____
(Specify number & species).

SAMPLE ANALYSIS & STORAGE

- INSTITUTION_____
- COUNTRY_____

- LOCATION DESCRIPTION_____

PART IV – STUDY METHODOLOGY/ FOCUS AREA

☐ Ethology/Observation
☐ Movement/tracking Ecology
☐ Veterinary Science
☐ Species Monitoring
☐ Population Monitoring
☐ Ecological surveys
☐ Field experimentation
☐ Human social surveys
☐ Habitat/Environmental studies

☐ Others (specify)_____

PART V - AFFILIATION *(Non-residence researchers MUST be affiliated with a local Institution before a Permit is Issued)*

NAME OF INSTITUTION_____
AFFILIATION VALIDITY_____
Applicant MAY seek research affiliation with WRTI ☐ (tick if applicable)

Or obtain affiliation from any of the NACOSTI (www.nacosti.go.ke) approved Kenyan institutions. *Affiliation is **not required for Kenyan students/researchers** unless they are not affiliated with any local research or academic institution.*

PART VI- BUDGET

RESEARCH PROJECT BUDGET IN (KSH / USD): _____

SOURCE OF FUNDING: _____
(Name of Grantor /Funder, and Country)

FOR ALL APPLICANTS

Have you ever been convicted of any criminal violation relating to wildlife in Kenya or any other jurisdiction? Yes ☐ No ☐
If yes, please list and explain the type of violation and country in which the violation occurred:_____
_____

Have you ever had a wildlife-related permit or license suspended or revoked?
Yes ☐ No ☐

If yes, explain _____
_____

DECLARATION

I hereby apply for a permit and swear by signature that the information submitted in this application and supporting documents is complete and accurate to the best of my knowledge and belief.

*I understand that any false/inconsistent statement herein may **CAUSE APPLICATION REJECTION***

and subject me to criminal penalties.

*I also commit myself to submit **Bi-annual progress reports and a final copy** of my research work to WRTI to contribute to Scientific information on wildlife.*

I further state that I will abide by all applicable laws (National and International), that governing wildlife and the terms and conditions of this permit.

*SIGNATURE OF APPLICANT*_____ *DATE*_____

ANNEX 2

FORM RPC-1B: APPLICATION FOR RENEWAL OF RESEARCH PERMIT

This form is for applying to renew/extend a permit that has expired before the end of a specific study. New studies that have never been granted a permit should apply for a permit using Form RPC-1A. The renewed permit is subject to statutory fees and valid for one year.

PART I - DETAILS OF APPLICANT

APPLICANTS PERSONAL INFORMATION (*To be filled by all applicants***)**

NAME OF APPLICANT_____ *(First)* _____ *(Middle)* _____ *(Surname)*

SEX M ☐ F ☐ AGE_____ NATIONALITY_____

PASSPORT NO/ID NO_____DATE OF EXPIRY _____

TELEPHONE NO _____EMAIL_____

PERMANENT RESIDENCE ADDRESS (POSTAL & PHYSICAL): _____

_____

PART II- DETAILS OF RESEARCH

TITLE OF RESEARCH/PROJECT_____

_____

PERMIT NO._____Issue Date_____Expiry Date_____

VERIFIABLE ACHIEVEMENTS (list below e.g, publications/conference/benefit sharing etc)

a)_____

b). _____

c). _____

SAMPLES COLLECTED (quantity type)_____

SAMPLE EXPORTED (quantity & type)_____

SAMPLE REPOSITORY (Institution)_____

_____

ALTERATIONS *(note SIGNIFICANT changes, including research design, objectives, study area, institutional affiliations, partners, contacts)*

a)_____

b)_____

Recommendations by Research Supervisor_____

Supervisor's Signature_____Date_____

Supervisors' Name_____Email_____

Applicant's signature: _____ Date_____

OFFICIAL USE:

Recommendation by WRTI Principal Scientist in charge of Area of the on-going study

Research activities (comment verifiable/ Not verifiable) _____

Name_____Date_____

IMPORTANT NOTES

This application form must be submitted together with the following:

a) A progress report on previous research
b) Copy of the Research pass / Residency permit (foreign researchers)
b) Letter of recommendation from Institution of Affiliation
c) Expired Research Permit
d) Expired NACOSTI license
e). Compliance report to the PIC and MAT (if it was developed/applicable)and other conditions in the permit

ANNEX 3

REQUIREMENTS FOR FREE PRIOR INFORMED CONSENT (FPIC)

INTRODUCTION

Anyone who intends to access and utilise the country's biological resources for research and development has to obtain relevant permits. These include Prior Informed Consent (PIC), Mutually Agreed Terms (MAT) and Material / Information Transfer Agreement from designated resource providers, Research license from National Council for Science, Technology and Innovation (NACOSTI), Access Permit from National Environment and Management Authority (NEMA), and Export / Import permit in the event of transfer of material out of the country.

Prior Informed Consent is a process of consultation between resource providers and users. Prior means full disclosure of the intended research by the researcher or user in a language that is fully understandable to the provider. This include discussions and provision of necessary documents such as research proposals, technical proposals, the donor agreements, Intellectual Property Policies and Legal entities of individuals and affiliate institutions. Informed means both parties have conceptualised the whole project, its outcomes and impacts in line with the Convention on Biological Diversity (CBD) and Nagoya Protocol Principals. Consent is an authority granted by the legally mandated resource provider in this case the competent government authority and where appropriate the competent indigenous local communities. The consent is granted against agreed elements which forms basis for entering into Mutually Agreed Terms (Collaborative research agreement).

1. **Governing laws**

This is governed by both the country's domestic legislations and key Multi-lateral Environmental Agreements the country is party to. The Multilateral Environmental Agreements include the CBD, Nagoya Protocol, Cartagena Protocol, CITES, ITPGRFA and the WIPO treaties among others. The domestic legislations governing grant of PIC include the Kenya constitution 2010, Environment (Management and Coordination) Act 2015 amendment, Wildlife (Conservation and Management) Act 2013, Seed and Plant Variety Act 2016, Science, Technology and Innovation Act 2013, Traditional Knowledge and Cultural Expressions Act 2016, Forest Act 2016 and Biosafety Act 2012.

2. **Who has a right to obtain a PIC**

Any Individual or legal entity accessing and utilising biological resources and associated information for research and development. It involves both state and non-state parties. Also, it involves both foreigners and nationals.

3. **The Scope**

Prior Informed Consent is granted for access of biological resources such as biotrade, gene trade, including indigenous knowledge associated with genetic resources in Kenya. This is in line with the Principles of sustainable resource utilisation and ethical sourcing. This covers biological, genetic, derivatives, progenies, compounds, extracts, DNA / RNA, Digital Sequence Information and Traditional Knowledge arising from genetic resources.

4. **Key elements to consider**

The type of biological resources and associated information being accessed and the nature of utilisation;

The parties involved i.e. the resource providers and users. There is need to undertake clear stakeholder mapping during project concept development to identify the legally mandated resource providers with

their key roles and responsibilities. The provider should ensure the user is the legally mandated entity for negotiations;

An understanding of all the relevant laws for the user, the user and provider measures as provided through the ABS clearing House Mechanism: It is important to understand whether the provider and user are parties or non-parties to the CBD and the Nagoya Protocols. Also the nature and principles of contractual laws governing utilisation of biological resources;

The significance of the intended activity to the country: The intended research has to demonstrate both intellectual merit and broad impact in line with the country's development agenda. These areas include contribution to science, conservation, livelihoods, technology transfer and benefits;

Access methodologies should be very clear to inform decision making process: In case of sample collections, a clear protocol is required indicating quantities to be collected, collection procedures including labeling and coding and frequency of collection;

Evidence of ex-situ collection facility for collected materials: This should be a legally mandated ex-situ collection with clear IP policies and guidelines on PIC and MAT for access and utilisation of deposited material, gene banks, genetic information databases etc.

Benefit sharing arrangements: This is a key element for the PIC. One has to demonstrate the benefit sharing arrangement as envisaged under CBD, Nagoya Protocol and Cartagena Protocol. These benefits are negotiated and agreed upon by both parties and is important to consider this step at the project conceptualisation before funding. The benefits are demonstrated clearly within the work plan and budget. The benefits include both monetary and non-monetary;

Compliance with the relevant laws: The PIC is the basic in permitting process in the country. It is recommended one to understand all the required laws and comply. Mutually consenting on the PIC sets in the process for negotiate and entering into MAT contract and a MTA between the legally mandated resource provider and user;

Wavers and incentives are granted on a case-by-case basis.

5. Signatories

Signatories to the PIC are legally mandated entities authorised to bind the institutions they represent.

ANNEX 4

KEY CONSIDERATIONS FOR FPIC

The following are the key elements to consider before engaging in the PIC process;

a) There is no coercion, intimidation or manipulation in obtaining the consent
b) Consent is sought sufficiently in advance of any authorisation or commencement of activities and respect is shown to time requirements of indigenous consultation/consensus processes
c) Information is provided that covers a range of aspects, including the nature, size, pace, reversibility and scope of any proposed project or activity; the purpose of the project/ and nature of utilisation of the resource as well as its duration; locality and areas affected; a preliminary assessment of the likely economic, social, cultural and environmental impact, including potential risks; personnel likely to be involved in the execution of the project; and procedures the project may entail
d) The process may include the option of withholding consent
e) The parties involved, are the resource providers and users. There is need to undertake clear stakeholder mapping during project concept development to identify the legally mandated resource providers with their key roles and responsibilities. The provider should ensure the user is the legally mandated entity for negotiations
f) An understanding of all the relevant laws for the user; the user and provider measures as provided through the ABS clearing House Mechanism. It is important to understand whether the provider and user are parties or non-parties to the CBD and the Nagoya Protocols
g) The nature and principles of contractual laws governing utilisation of biological resources
h) The significance of the intended activity to the country. The intended research has to demonstrate both intellectual merit and broad impact in line with the country's development agenda, including contribution to science, conservation, livelihoods, technology transfer and benefits
i) Access methodologies should be very clear to inform decision making process. In case of sample collections, a clear protocol is required indicating quantities to be collected, collection procedures including labeling and coding and frequency of collection
j) Evidence of *ex-situ* collection facility for collected materials. This should be a legally mandated *ex-situ* collection with clear Intellectual Property policies and guidelines on PIC and MAT for access and utilisation of deposited material, gene banks, genetic information databases, etc.
k) Benefit sharing arrangements - this is a key element for the PIC. One has to demonstrate the benefit sharing arrangement as envisaged under CBD's Nagoya and Cartagena Protocols. These benefits are negotiated and agreed upon by both parties and is important to consider this step at the project conceptualisation before funding. The benefits are demonstrated clearly within the work plan and budget. The benefits include both monetary and non-monetary
l) Compliance with the relevant laws. The PIC is the basic in permitting process in the country and the applicant must understand all the laws they need to comply with. Mutually consenting on the PIC sets in the process for negotiating and entering into MAT contract and a MTA between the legally mandated resource provider and user
m) Waivers and incentives are granted on a case-by-case basis.

ANNEX 5

FPIC TEMPLATE

Title

FPRIOR INFORMED CONSENT (FPIC) FOR ACCESS TO AND UTILISATION OF ……
(Biological resource to be accessed and its utilisation)
(The title is derived from the access demand. The user has to state clearly what is being accessed. This comes last)

This Prior Informed Consent here in referred to as the PIC agreement is entered on this date _____ by and between: (*the date is entered by the last signatory, in most cases the national competent authority granting)* the PIC)

I. Stakeholders (*the key stakeholders to be party to the PIC are to be clearly mapped out)*

Providers:

Insert the legally mandated providers at the national, county and local community where possible

The Users

Insert all the users who will be party to the agreement. These include the institutions where the collected material and resultant progenies, derivatives, extracts, DNA/RNA, Digital Sequence Information and compounds, data analysis /storage will be used within the value chain on research and development

II. WITNESSETH

These are whereas clauses on general principles of engagement for the providers and users (*In general it states the guiding laws, the parties to the agreement and the areas of mutual agreements*)

III. NOW THEREFORE, IT IS HEREBY AGREED by the parties as follows:

This section state significance of the project. broad impact and intellectual merit which range from, but not limited to conservation (ex-situ and in-situ), scientific collaborations, benefit sharing and technology transfer.

For example, significance /contribution of the project in the following areas but not limited to *(this a very important area that brings out relevance of the project)*

-Legal framework, policy and institutional arrangements
-Locality of the projects and activities
-Contributions to science -the innovations the project brings on board
-Capacity building
-Partnerships-in line with CBD/Nagoya protocol -scientific
-Ethical compliance including respect to IPLC rights
-Contribution to resource mobilisation strategy

IV. PARTNERSHIP FRAMEWORK

These include the agreed roles and responsibilities of each partner in the project, an agreed procedure on sample quantities and collection protocol including labelling, verification, coding and key repositories. This is based on the outcome of the consultation process and stakeholders mapping and their roles. Key areas include:

a) The parties, providers, and users (the lead institution)
b) The access demands. That is what is being accessed and utilised (this informs the title of the PIC)
c) Experimental. Details, what will be done where and by whom (informed by what has been agreed and involvement of the providers); Field (where), Lab work where and why, Data analysis and storage, whereby whom and why
d) Declarations of previous undertakings -eg accessed genetic resources and data related to the project/program where stored and access.
e) Protocols for access and verification
f) Involvement of resource providers in the activities where appropriate

V. Benefit sharing

A clear demonstration of outputs on benefit sharing both monetary and non- monetary as envisaged under Nagoya Protocol and the country's domestic laws. This may include but not limited to:

a. Non-monetary benefits

Outcomes on technology transfer quite key arising from; Capacity development within the scientific community e.g. skills, short term and long-term training, exchange programmes etc for both providers and users; equipment, infrastructure Capacity development at community level (rural target groups); Baseline IP audit; Dissemination of results. An outline of results uptake, inception meeting, scientific workshops to the relevant stakeholders, publications among others.

a) Capacity building on skills – Trainings at Certificate, Diploma, Bachelors, Masters, PhDs, Post doc. State the number for both providers and users and at what level will benefit or have benefited from the program/project
b) Specialised training and exchange program; Specialised course e.g. a method of detecting a rat poacher while in the office. Target group Wildlife rangers ,10 in number for 5 days etc., Pablo and team will be visiting the Antarctic to see *ex-situ* preservation of biological resources accessed from Sudan etc.
c) Technologies being transferred
d) Facilities and equipment. State facilities and equipment that will be acquired by the project and where will they be hosted. This is determined from the provided detailed approved project proposal
e) Outreach plan; Inception and project completion; Media assets, sensitisation/awareness creation, publication etc.

Monetary benefits

This will include the project seed money or venture capital, incentives, upfront, royalties, milestones, bonuses, etc.

-State the program/projects grants-as per the grant letter
-Any employed on the project/program

-IP assets exploitation and share of benefits -IPR on Patents and media assets for example

VI. COMPLIANCE WITH LEGAL REQUIREMENTS

(i) The users complying with the permit requirements for access and utilisation of the stated biological resources;
(ii) Provisions with the Intellectual Property rights;
(iii) Consider issues of third-party transfers and ownership;
(iv) Applicable laws and dispute resolutions. This to consider the accessed material utilisation value chain and jurisdictions.
(v) Amendments
(vi) These PIC agreed terms will form the basis for the collaborative Memorandum of Agreement (MOA/MAT)) and Material Transfer Agreement (MTA) to be signed between the …….(users) and providers……..

IN WITNESS THEREOF, the parties execute these agreed terms, and ……..(provider) give consent to …..(user) under the ……(project) to undertake research and collect ……(biological material) for the proposed project activities.

FOR APPLICANTS:

THE USERS

Name of authorised entity
Position in institution/Rank
Institution and address
Email address
Signature
Date
Institutional stamp

THE PROVIDERS

Name of authorised entity
Position in institution/Rank
Institution and address
Email address
Signature
Date
Institutional stamp

Every page should be signed by the legal entity

Appendix

1. Monetary benefits may include, but not be limited to:

(a) Access fees/fee per sample collected or otherwise acquired;
(b) Up-front payments;
(c) Milestone payments;
(d) Payment of royalties;
(e) License fees in case of commercialisation;
(f) Special fees to be paid to trust funds supporting conservation and sustainable use of biodiversity;
(g) Salaries and preferential terms where mutually agreed;
(h) Research funding;
(i) Joint ventures;
(j) Joint ownership of relevant intellectual property rights.

2. Non-monetary benefits may include, but not be limited to:

(a) Sharing of research and development results;
(b) Collaboration, cooperation and contribution in scientific research and development programmes, particularly biotechnological research activities, where possible in the provider country;
(c) Participation in product development;
(d) Collaboration, cooperation and contribution in education and training;
(e) Admittance to ex situ facilities of genetic resources and to databases;
(f) Transfer to the provider of the genetic resources of knowledge and technology under fair and most favorable terms, including on concessional and preferential terms where agreed, in particular, knowledge and technology that make use of genetic resources, including biotechnology, or that are relevant to the conservation and sustainable utilisation of biological diversity;
(g) Strengthening capacities for technology transfer to user developing country Parties and to Parties that are countries with economies in transition and technology development in the country of origin that provides genetic resources. Also to facilitate abilities of indigenous and local communities to conserve and sustainably use their genetic resources;
(h) Institutional capacity-building;
(i) Human and material resources to strengthen the capacities for the administration and enforcement of access regulations;
(j) Training related to genetic resources with the full participation of providing Parties, and where possible, in such Parties;
(k) Access to scientific information relevant to conservation and sustainable use of biological diversity, including biological inventories and taxonomic studies;
(l) Contributions to the local economy;
(m) Research directed towards priority needs, such as health and food security, considering domestic uses of genetic resources in provider countries;
(n) Institutional and professional relationships that can arise from an access and benefit-sharing agreement and subsequent collaborative activities;
(o) Food and livelihood security benefits;
(p) Social recognition;
(q) Joint ownership of relevant intellectual property right

ANNEX 6

Key Considerations for MAT

Mutually Agreed Terms is a business contract drafted and entered into after the PIC has been negotiated and executed. It is negotiated and drafted following the contract law methodology, usually by the legal and technical persons of every stakeholder/party. All items agreed upon in the PIC are drafted to legally bind the parties. The elements in a MAT include but are not limited to clauses on:

a) The stakeholders and their legal establishments
b) Governing laws of the stakeholders
c) Scope of the MAT and obligations of parties
d) Access to biological resources
e) Management of IP
f) Transfer to third parties
g) Benefit sharing
h) Confidentiality
i) Administration of the MAT
j) Reports
k) Subsidiary agreements
l) Monitoring and evaluation
m) Duration of the contract
n) Amendments
o) Applicable laws
p) Dispute resolution
q) Force majeure

ANNEX 7

MUTUALLY AGREED TERMS (MAT) TEMPLATE

INTRODUCTION

Mutually Agreed Term (MAT) or Memoranda of Agreement is a contract between resource providers and resource users that aims at creating transparent, and legally secure relations that are appropriate to the needs and intentions of all parties involved. The Terms and clauses in the agreement should meet the needs of both the resource providers and resource users (researchers). It legally operationalises the clauses agreed upon in the Prior Informed Consent (PIC) on access to and utilisation of biological resources and associated Traditional Knowledge (TK), including the fair and equitable sharing of resultant benefit in accordance with the Convention on Biological Diversity (CBD) particularly Articles 1, 8(j) and 15. The agreement may be considered for use in various scenarios of access to, utilisation and benefit sharing from biological resources including but not limited to inventories of biodiversity, research in systematics, ecology and evolution, identification and isolation of active compounds, and genetic research.

GOVERNING LAWS

This is governed by both the country's domestic legislations and key Multi-lateral Environmental Agreements the country is party to. The Multilateral Environmental Agreements include the CBD, Nagoya Protocol, Cartagena Protocol, CITES, ITPGRFA and the WIPO treaties among others. The domestic legislations governing grant of PIC include the Kenya constitution 2010, Environment (Management and Coordination) Act 2015 amendment, Wildlife (Conservation and Management) Act 2013, Seed and Plant Variety Act 2016, Science, Technology and Innovation Act 2013, Traditional Knowledge and Cultural Expressions Act 2016, Forest Act 2016 and Biosafety Act 2012.

TITLE:

MEMORANDUM OF AGREEMENT FOR COLLABORATIVE RESEARCH ON ….
(Indicate here the title of the research program or project based on the particular biological resource to be accessed)

STAKEHOLDERS

(List here all the parties to the agreement as listed stated in the PIC)

ARRANGEMENT OF ARTICLES

Provide a table of content for all the articles as they are in the body of the document

DETAILS OF THE PARTIES

In this section, provide the legal establishment of all the parties, including the physical address.

WHEREAS CLAUSES
State the guiding laws, the parties to the agreement and the areas of mutual agreements.

ARTICLE 1: DEFINITION AND INTERPRETATION OF TERMS
All key words are provided with a standard definition of the terms used in the Agreement as agreed by the parties. The parties can opt to adopt a narrow or a broader definition.

ARTICLE 2: SCOPE
This section indicates the scope of the MoA in relation to the project/program activities

ARTICLE 3: OBJECTIVES
This brings out the principal objectives of the MoA and not of the project

ARTICLE 4: INSTITUTIONAL OBLIGATIONS
This section brings out the obligations of all the institutions both jointly and independently. The obligations are in relation to the strengths each party brings onboard

4.1 Joint Partner Oobligations

4.2 The ---------- Partner institution
State the obligations of each partner institution

ARTICLE 5: ACCESS TO GENETIC RESOURCES AND ASSOCIATED KNOWLEDGE
Under this article, state the terms of access to the particular biological resource to be accessed

ARTICLE 6: INTELLECTUAL PROPERTY (IP) RIGHTS AND PROTECTION
This article states out how the IP arising from the utilisation of the accessed biological resource will be governed including generation, protection, commercialisation and share of resultant benefits

ARTICLE 7: TRANSFER TO THIRD PARTIES
Third parties are usually defined under article 1. In this article, the modalities of bringing aboard an additional party, transfer of accessed biological resources, progenies, derivatives, compounds, products etc are spelled out

ARTICLE 8: BENEFITS SHARING
Provide here clauses on how benefits will be shared amongst the parties and the legal requirements

ARTICLE 9: CONFIDENTIALITY
State clauses that govern confidential information that may arise from the utilisation of the accessed resources and the related IP

ARTICLE 10: ADMINISTRATION OF THIS MEMORANDUM OF AGREEMENT
This article spells out how the MoA will be administered by the particles including any administrative offices to be set out

Article 11: REPORTS
Research Reports:
Payment reports
Copyright reports

Records
Verification of records
Donor narrative and financial reports
Declaration by the Users to the Provider
Legal, ethical and IP Reports
Final Report:

ARTICLE 12: SPECIFIC SUBSIDIARY AGREEMENTS
Include here clauses on subsidiary agreements that are related the MoA, including amendments

ARTICLE 13: LIMITATIONS
State all the limitations that bind the parties, including undertaking other collaborative activities

ARTICLE 14: NO LEGAL PARTNERSHIP
This article includes clauses on freedoms and legal bindings of the parties

ARTICLE 15: ASSIGNMENT

ARTICLE16: ACKNOWLEDGEMENT AND COMMUNICATION
This article defines how parties are to publicly use the names of the other in relation to the project/program activities

ARTICLE 17: MONITORING AND EVALUATION
Monitoring and evaluation of activities within the project/program are clearly defined, including the provisions under the CBD

ARTICLE 18: INSURANCE LIABILITY AND INDEMNIFICATION
Indicate how insurance issues will be managed with the collaborative framework

ARTICLE 19: DURATION OF MoA
This section defines the effective date of the MoA, including clauses on termination

ARTICLE 21: AMENDMENT

ARTICLE 22: APPLICABLE LAW
All research using Kenya's biological resources are governed by the laws of Kenya

ARTICLE 23: DISPUTE RESOLUTION
State how any disputes will be handled amongst partners

ARTICLE 24. FORCE MAJEURE

Signing

In Witness whereof, this MoA has been signed in triplicate by the following duly authorised persons

Signed for
……...
Name:
Signature:
Date:……..
Witness
Signature: ……

Signed for
…….
Name:
Signature:
Date:……..
Witness
Signature: ……

ANNEX 8

TEMPLATE FOR MATERIAL TRANSFER AGREEMENT (MTA)

[Research tittle]

Preamble

This Agreement is made this……. day of…….2023 between the Kenya Wildlife Service of P.O. BOX 40241 - 00100 Nairobi (hereinafter referred to as 'KWS') of the one part and [name of recipient entity and full address]

KWS, and [recipient entity] are together referred to as the "**Parties**" and the term "**Party**" shall refer to either as the context so permits or the terms "Party" and "Parties" shall refer to their respective and joint successor(s), personal representative(s) and assignee(s) as the case may be.

Whereas:

a) Management of Kenya's wildlife is vested to Kenya Wildlife Service; and further mandated to coordinate and administer biodiversity related Multilateral Environmental Agreements (MEAs) that the country has ratified;
b) The sovereign rights over biodiversity are vested in the State;
c) Biodiversity is conserved to offer optimum returns for the benefit of Kenyan People;
d) The biological intellectual assets are property and are subject to the laws of the country;
e) The country has ratified various MEAs governing biodiversity conservation, sustainable use and benefit-sharing including and not limited to CBD, CITES, ITPGRFA, UN resolution 1540;
f) [Describe the recipient entity]. [Recipient] will adhere to and respect the MEAs and the current MTA as they carry out research activities with the material;
g) The parties have agreed to enter into the Material Transfer Agreement (MTA) to transfer [biological materials to be accesses] from Kenya to [recipient] as hereunder.

Article 1 –Parties to the Agreement

1.1 This MTA is concluded by KWS (Provider) and (Name of the user entity) (Recipients) in relation to the research project -titled "**[**title of the project**]**

The KWS, having its administrative offices in Kenya, and duly represented by the Director General, Kenya Wildlife Service, P.O. Box 40241-00100, Nairobi, on behalf of the providing institution

And

[Name of the recipient Entity] represented by ……..(Insert head of Institution). The institution will receive the samples for advanced virus analysis which will include,

virus detection, isolation and genetic analysis.

1.2 Definitions

In this Material Transfer Agreement, the following expressions shall have the following meaning;

1.2.1 **Access** means obtaining, possessing and using genetic resources conserved, whether derived products and, where applicable, intangible components, for purposes of research, bio- prospecting, conservation, industrial application or commercial use as defined in Kenya ABS regulation legal notice 160.

1.2.2 **Accession** means a sample or specimen of biological or genetic resource held in any legally approved repository centers such gene bank database**.**

1.2.3 **Benefit-Sharing** means the benefits arising from the use of the material(s), their progeny and derivatives and associated Traditional Knowledge (TK), practices and innovations. It may include both monetary and non-monetary returns such as up-front payments, royalties, salaries, institutional development and strengthening, technical and academic training, the transfers of technology and information exchange and sharing as specified in the MAT.

1.2.4 **Biomaterial** means any material from a living organism

1.2.5 **Data** means information, analysed and non-analysed resulting from research on accessed material

1.2.6 **Derivatives** shall include but not be limited to modified or unmodified extracts and any compounds or chemical structure based on or derived from plant and animal genetic resources and their progeny, including analogues.

1.2.7 **Designated repository centers** means legally mandated national centers in which duplicates or voucher specimens of the transferred materials shall be deposited and maintained.

1.2.8 **Duplicates** means two or more referenced representative sample of genetic and non-genetic material accessed by an access permit holder.

1.2.9 **Genetic Material** means any biological material of plant, animal, microbial, fungal or other origin containing functional units of heredity of actual or potential value.

1.2.10 **Genetic Resource** means information contained in any genetic material or their derivative of actual or potential use or value for humanity**.**

1.2.11 **Holotype means** single specimen chosen for designation of new species.

1.2.12 **Information** means any maps, photographs, plans, results, manuscripts, records, reports, recommendations, estimates, documents and any other record arising from research on the material

1.2.13 **Intellectual property rights** means without limitation, intellectual property rights including patent rights and unpublished patent applications, any inventions, improvements and all discoveries that may not be predictable including all known how, trade sets, secrets, research plants and priorities, research results and created reports, statistical models and computer programs and related reports, and market interests and product ideas of any of the parties in the existence at the time of execution of this agreement or subsequent developed or acquired independently of this agreement.

1.2.14 **Material** means any apart or parts thereof, compounds, extracts, progeny, genetic code or parts/sections of the genetic code arising from the accessed sample;

1.2.15 **Material Transfer Agreement** means an agreement between the user and relevant lead agency on access to biological/genetic resources and benefit sharing (Kenya Laws Legal

Notice 160, Wildlife Act 2013).

1.2.16 **Modifications** means substances created by recipients that contains or incorporate or are derived from research specimen, progeny or unmodified derivatives.

1.2.17 **Monitoring and Evaluation Committee** means a committee established to audit and monitor the transfer of material under this agreement.

1.2.18 **Prior Informed Consent (PIC)** means a consent obtained by the user from the provider as the case may be after fully disclosing all the required information that permits access to the genetic resources and associated traditional knowledge, under Mutually Agreed Terms (MAT). This MTA is executed with prior informed consent by KWS/ Umeå University, and as also indicated in the MAT.

1.2.19 **Product** means any subject of invention and any commercial available of useful material, compound, isolate or useful combination of compounds, isolates or other materials discovered, recovered, obtained, derived, resulting or otherwise isolated from scientific research conducted on a research specimen or sample acquired from an authorised source or any derivative of such material or compound or other isolate or discovery which is or may be patentable or protected under Kenyan intellectual property laws and developed from research specimen acquired from the resource provider.

1.2.20 **Progeny** means unmodified descendant of the accessed material

1.2.21 **Provider** means the person(s) providing the genetic/non-genetic resources and/or associated knowledge including competent lead agency, individual or community. In this MTA is KWS.

1.2.22 **Recipient** means Person(s)/party receiving the material under this agreement. Under this agreement the recipients shall be Umeå University.

1.2.23 **Research** means undertaking laboratory investigations on accessed material for generation of information about the material

1.2.24 **Research specimen** means collections of genetic and non-genetic material under designated repository institutions.

1.2.25 **Third Party** means any other party other than the parties (Provider and Recipient) to this MTA.

1.2.26 **Unauthorised Disclosure** means placement of confidential information including indigenous traditional knowledge into the public domain by publication or disclosure to a Third Party without the written prior informed consent of the original holder(s) of that knowledge.

Terms and Conditions of this agreement

The material that shall be accessed and transferred shall be used for research under collaborative project between [Names of the project stakeholders] through a grant on [tittle of the project]. This material transfer agreement will facilitate research on [main research objective] jointly with [name of other stakeholders]

KWS and [Name of other providers and users] will jointly collect the material and KWS will transfer the material to [recipient entity] for research. [the recipient entity] shall submit resultant data and information to KWS. Material to be accessed includes **[name materials to be collected]**

1.3.1 Access Benefit sharing

[List benefits as outlined in the PIC]

NOW THEREFORE, in consideration of the mutual covenants herein stated the parties agree as follows:

1.4.1 Transfer

1.4.1.1 KWS, subject to the terms contained in this Agreement, shall provide the materials to [Recipient entity] and [recipient entity] agrees to abide by all terms governing the transfer of the Material as provided for in this Agreement.

1.4.2 Permitted Use

1.4.2.1 The materials will be used by Recipients only for purposes of research as described in the research proposal on [tittle of the proposal]. If [Name of the recipient/user] wishes to carry out any research beyond what is described in this research it shall seek written permission from WRTI

.

1.4.2.2 [Name of the recipient] shall use the transferred Material strictly in compliance with all the applicable statutes and regulations, including, without limitation, those relating to research involving the use of human and animal subjects or recombinant DNA.

1.4.2.3 For the avoidance of doubt, the Parties specifically agree that the Material shall not be used in humans or any research relating to human beings.

1.5 Bio-safety regulations:

a. Samples will be collected under field biosafety conditions as well as biorisk management procedures will be adopted, to which participants will obtain prior training before commencement of the work
b. Laboratory analysis will be under stringent Biosafety regulations.
c. Materials will be packaged and shipped in accordance with applicable laws and regulations including but not limited to International Air Travel Association (IATA) regulations.
d. MTAs for research samples or custom antibodies shall have protocol(s) reviewed and approved by the designated Kenya government Animals Care and Use committee.
e. MTAs for hazardous materials and/or bio-risk agents shall be subject to Environment Health and Safety compliance procedures

1.6 Rights and obligations of the provider

KWS on behalf of the State retains ownership of the biomaterial including any material contained or incorporated in modifications.
KWS also retains rights to any intellectual property it arising from research on the Material.

No rights under any intellectual property of Kenya or rights in any other material or confidential information provided by the State to the recipient under this agreement is granted or implied as a result of providing this material to the recipient, other than as expressly set forth herein.

KWS retains the right to access, audit and monitor the use and application of the biomaterials provided under this MTA within reasonable agreeable scheduled times.

1.6.1 Rights and obligations of the recipient

(i) The Recipient shall use the material(s) for the described and permitted uses only.
(ii) The Recipient shall be responsible for ensuring that all permits required for the movement of the material are obtained and that sufficient proof of such permits is provided to KWS
(iii) No commercialisation, development of Intellectual Property Rights and/or licensing of the same or transfer of the material to a third party shall take place without consent from and negotiated agreement with KWS
(iv) In case of commercialisation, development of Intellectual Property Rights and/or licensing of the same without consent and agreement with KWS, the recipient shall pay 50% of the gross value of the product based on internationally accepted audited accounts
(v) The recipient shall pay 10% of proceeds from the commercialised product or developed and licensed Intellectual Property Rights
(vi) Technologies and processes developed on the use of the material shall be accessed freely by KWS on behalf of the Government of Kenya.
(vii) All and publications, patents or presentations involving research on the material shall acknowledge this agreement and contribution of KWS and where applicable, local communities and stakeholders

Duration of the Agreement

(i) This agreement is binding throughout the existence of the materials;
(ii) The Recipient may terminate this agreement by a written notice to KWS at least 3 months in advance of the desired date of termination.
(iii) KWS may without assigning any reason thereof, suspend or terminate this agreement three months in advance with written notice to recipient.
(iv) On termination of this agreement, recipient agrees that any remaining material upon verification will be destroyed (unless requested by KWS to return remaining material) and to provide proof thereof to KWS no later than 30 days from the date of expiry or termination, whichever comes first.
(v) The above sections on ownership of material and intellectual property, confidentiality, publications, warranty disclaimer, limitation of liability and indemnification shall survive expiration or earlier termination of this agreement.

1.7 Notices

Any Notice or other document to be served under this Agreement must be delivered by hand or sent by registered mail or by international courier service to be served at the addresses below:

a) Provider (Director General KWS full Address)

Kenya Wildlife Service
P.O. Box 40241 – 00100
Nairobi, Kenya.

And

Recipient (Full address)

All documents shall be deemed to have been served at the date and time of delivery of the said notices or documents to the recipient party

1.9. Applicable law

This Agreement shall be governed in accordance with the Laws of the Government of Kenya, Swedish Laws and the General Principles of Law including relevant governing International Treaties (Wildlife Conservation & Management) Act 2013; Environmental Management and Coordination Act 2015; Animal Diseases Act CAP 364; Nagoya Protocol on Access to Benefit Sharing -ABS)

1.9.1 Dispute Resolution

This Agreement shall be governed in accordance with the Laws of the Government of Kenya, Swedish laws, and the General Principles of Law including relevant governing International Treaties. Except as otherwise provided in this Agreement, the Parties agree to make every effort to settle amicably any dispute that may arise between them in connection with this Agreement.
The Parties sign this Agreement with the intention to cooperate amicably. Should a dispute, controversy or claim arise between the Parties under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, the Parties concerned are obliged to work towards a mutually acceptable settlement. If efforts to achieve an amicable settlement should fail, the disputing Parties are obliged to seek an external arbitration procedure.

The affected party (ies) shall promptly notify the other party (ies) in writing, but in no circumstances later than 14 days, of the cause and likely duration of the cause.

Such notice having been given, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists.

Without prejudice to the above, the affected party (ies) must take all reasonable measures to minimise impact of any force majeure on the performance of its obligations under the **Agreement** and to ensure, as soon as practicable, the resumption of normal performance of the obligations affected by the force majeure.

1.9.2 Force Majeure

Neither Party (ies) shall be liable to the other party (ies) for any delay or non-conformance of its obligations under this Agreement arising from any clause beyond its reasonable control, including but not limited to, any of the following: Government Act, war, fire, drought, explosion, civil commotion, or industrial disputes of a third party or impossibility of obtaining gas or electricity or materials.

1.9.3 Penalties

As defined in the relevant Kenyan laws – like the (Wildlife Conservation and Management Act) Act 2013; Environmental Management Coordination Act 2015; NAGOYA protocol on Access and Benefit

Sharing, Regulations and related International Laws Governing Biodiversity Conservation and any other laws where the research on the material will be undertaken.

1.10 Signature/Acceptance

a) Signature of PI ……..

Name of PI……..Date……

a) Signature of PI (Kenya)……

Name of PI……..Date……

FOR: RECIPIENT INSTITUTION

a) Signature …….. (Head of institution)

Name……

Date…….....

For: Kenya Wildlife Service
Director's signature……..
Name……..
Date……..

Annexes:

Annex I: Types, uses and quantities of the materials

a) Description of the material and purpose of the transfer

(provide details of types and quantities of samples)

b) Rationale for the transfer

(justify in full details the reasons for the transfer)

c) Quantity of Material/Sample for Export

Provide relevant details

ANNEX 9

RPC/IC – SAMPLE VERIFICATION REPORT

BACKGROUND INFORMATION

This form is for verification of wildlife biological samples collected for research. The area WRTI Research Scientist should fill out the form and submit it to Research Permitting & Compliance Department Email permits@wrti.go.ke

1. **PROJECT DETAILS**

Title of the Project:
……
……
Date of verification:
……
……
Name of Permittee:
……
…..
Affiliate Institution:
……
….
In case of export – Institution and Country:
……
…..

2. **COMPLIANCE WITH RESEARCH REQUIREMENTS**

The researcher produced copies of the following documents during the sample verification:

I. A valid NACOSTI License

License number……
Expiry date……
Name of Licensee……..

II. A valid NEMA access permit

Permit No……
Expiry date……
Name of Permittee……..

III. WRTI Research permit

Permit No……..
Expiry date……
Name of permittee…….

3. **DESCRIPTION OF SAMPLES**

Describe the following

(a) The type of sample (e.g blood, feathers

(b) Sample collection site/geographical location (e.g Tsavo

(c) The nature/state of the sample (e.g fresh, frozen, dried

(d) Quantities

Attach the detailed sample list as prescribed in annex 1

4. **REASONS FOR EXPORT**

It was declared that the above specimens are being exported for purposes

……..

It was further declared that sample analysis will be undertaken at

…….. (Indicate destination institution)

6. **DECLARATION BY THE VERIFYING OFFICER**

I hereby certify that the information provided in this report in connection to the exportation of …….samples by …….....is accurate to the best of my knowledge and based on evidence provided by the researcher.

Name …….

Designation……..

Sign……

Sample list – attach an Excel sample list with the information below. You can add more variables depending on the nature of your samples.

S/No	Your project sample code	Species	Scientific Name	Sample type/status	Presearvation	Date collected	Site name	GPS location		WRTI CODE
								X	Y	
1	KMXW001	Elephant	*Loxodonta africana*	fresh blood	frozen	7/12/2022	Tsavo West NP	-0" 422.878	34'1024.03"	
2	KMXW002	Tilapia	*Oreochromis nilotica*	raw	Alcohol	7/12/2022	Lake Jipe	-0" 422.878	34'1024.03"	
3	KMXW003	Elephant	*Loxodonta africana*	serum	Frozen	7/12/2022	Marsabit	-0" 422.878	34'1024.03"	
4	KMXW004	Hyena	*Crocuta crocuta*	serum	frozen	7/12/2022	Athi Kapiti	-0" 422.878	34'1024.03"	
5	KMXW005	Hyena	*Crocuta crocuta*	saliva	frozen	7/12/2022	Meru NP	-0" 422.878	34'1024.03"	
6	KMXW006	Elephant	*Loxodonta africana*	Tissue	Methanol	7/12/2022	Laikipia	-0" 422.878	34'1024.03"	

Annex 10
FLOW CHART FOR WILDLIFE PERMITTING