

PERMIT CONDITIONS:-NEMA/AGR/35/2013

1. This approval shall be valid for **12 months** from the date of issuance and shall not be transferable.
2. This approval is for accessing Not more than 800 Fecal samples (Approx. 15g per sample from 60 individuals of Blue Monkey (*Cercopithecus mitis*) and not more than 4,000 plants and 1000 insects samples (Approx. 30g dry weight per sample) foraged by the monkey in Kakamega forest at the time of study. You shall provide the list of identified plant and insect species foraged by the monkeys to NEMA.
3. The access of the genetic resources and its derivatives shall be strictly for understanding nutritional strategies of Blue Monkey (*Cercopithecus mitis*) in Kakamega Forest.
4. You shall ensure that the plant (i.e. seeds, fruits, leaves, flowers, stems, and barks) and insect samples dried.
5. You shall ensure that the basic analysis of the genetic resource such as identification of plant species and preparation of samples to good laboratory standards for export and further analysis shall be done in the local institutions, preferably at Masinde Muliro University of Science and Technology. Ensure that the local partner is involved in the identification and preparation of the samples for export.
6. The genetic resource and the derivative shall not be transferred to a third party without the consent of the genetic source providers and NEMA.
7. The genetic resource and the derivative shall not be used for commercial or profit purpose without understanding from genetic resource providers and NEMA.
8. You shall deposit and keep records of all duplicates of the genetic resources with the relevant lead agency and provide evidence of deposition.
9. You shall ensure that there is reasonable access by all Kenyan citizens to all genetic resources collected whether such genetic resources and intangible components are held locally or abroad.
10. Ensure that all agreements entered into with respect to access of genetic resources shall be strictly for the purposes for which they were entered into.
11. You shall abide by the provision of the Material Transfer Agreements entered with the providers of genetic resources.
12. You shall furnish quarterly reports to NEMA on the status of research, including all discoveries from research involving genetic resources and/or intangible components thereof.
13. You shall comply with the improvement orders issued by NEMA's environmental inspectors throughout the project cycle.
14. You shall abide by the laws of Kenya.
15. NEMA reserves the right to suspend, cancel, revoke or vary this permit in the event of a breach of the conditions stated herein or any contravention to the Environmental Management and Coordination Act, 1999 and regulations thereunder.
16. Upon the completion of the intended studies, you shall return the remaining genetic resource to Kenya and deposit with the relevant lead agency and notify NEMA of the return.