



Application Reference No: **NEMA/AGR/130/2019**

Registration No.....**130**

Form of Access Permit

This permit is hereby granted to **Mr. Benjamin Joshua Mwendwa I.D. No. 30030847, Egerton University, P.O. Box 536 – 20115 Egerton, Kenya** in accordance with regulation 11 of the Environmental Management and Co-ordination (Conservation of Biological Diversity and Resources, Access to Genetic Resources and Benefit Sharing) Regulations, 2006 for the collection of the following genetic resources:

Not more than 10,000 of macroinvertebrates will be collected for research purpose through the Project: **"Assessment of the ecological status based on macro-environments of River Gura, Kenya"**

Location of collection: Gura River, Aberdares Forest in Nyeri County

This permit is issued subject to the Regulations and all agreements concluded pursuant to its grant, and may be suspended, cancelled or revoked should the holder breach any of those agreements and the conditions of issue and those contained in the Regulations.

Mr. Benjamin Joshua Mwendwa I.D. No. 30030847, Egerton University, P.O. Box 536 – 20115 Egerton, Kenya being the holders of this permit, including their agents and assignees, undertake to abide by the conditions of this permit and to promptly report to the National Environment Management Authority (NEMA) any matter that may prejudice the interests of Kenya and other parties concluded pursuant to the grant of this permit.

Signed:
Director General,
National

Date: **28.6.19**

Environment

Management

Authority



ISO 9001 : 2008 Certified

Third Schedule

PERMIT CONDITIONS:-NEMA/AGR/130/2019

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 50 samples per species per sample plot of macroinvertebrates will be collected for research purpose through the Project: "Assessment of the ecological status based on macro-environments of River Gura, Kenya and subsequently exported to the BOKU University Vienna, Austria."**
3. The samples shall retain their original KWS and EGU references. The accessed genetic resources and its derivatives shall be strictly held in KWS, EGU and BOKU University Vienna, Austria.
4. You shall ensure that the samples are well treated and preserved using the provided standards and procedures before storage and export to BOKU University Vienna, Austria.
5. You shall ensure that the basic analysis of the genetic resource such as identification, cataloging, analyzing and preservation of the samples to good laboratory standards are done locally at the EGU. You shall ensure that the local partner KWS and EGU is involved in the collection, identification and preparations 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 resource providers KWS, EGU and NEMA. The genetic resource and the derivative shall not be used for commercial or profit purpose without understanding from genetic resource providers KWS, EGU and NEMA.
7. You shall deposit and keep records of all duplicates of the genetic resources with the relevant lead agency, EGU, KWS and provide evidence of deposition to NEMA.
8. You shall ensure that there is reasonable access by all Kenyan citizens to all genetic resources and information collected whether such genetic resources and intangible components including digital sequencing are held locally or abroad.
9. 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. You shall abide by the provision of the Material Transfer Agreements entered with the providers of genetic resources.
10. You shall ensure that the local community/s Traditional knowledge on the genetic **resources including Digital Sequence Information (DSI)/ Synthetic Biology** and their uses are well safeguarded.
11. You shall furnish quarterly reports to NEMA on the status of research, including all discoveries from research involving genetic resources and/or intangible components. You shall comply with the improvement orders issued by NEMA's environmental inspectors throughout the project cycle.
12. 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, CAP 387 and regulations thereunder.
13. Upon the completion of the intended studies, you shall return the remaining genetic resource to Kenya and deposit with the relevant lead agency KWS and notify NEMA of the return.