



Application Reference No: **NEMA/AGR/61/2015**

Registration: **0053**

Form of Access Permit

This Permit is hereby granted to M/s **Mr. Stanislaus Mulu Kivai, ID. No. 20503332.**
National Museums of Kenya, P.O. Box 40658 – 00100 Nairobi

..... (insert name, contact address and description of applicant) 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 500 samples of plant materials (fruits and leaves) eaten by the Tana River Mangabey (*Cercocebus galeritus*) and 250 samples of their fecal matter.

(insert description of the genetic resource, its derivatives, product(s) or intangible component(s) as stated in the Material Transfer Agreement) located at

Tana River National Primate Reserve

..... (insert geographical description of the location of the genetic resources).

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.

M/s **Mr. Stanislaus Mulu Kivai** (insert name of applicant) being the holder of this Permit, including his agents and assignees, undertake to abide by the conditions of this Permit and to promptly report to the National Environment Management Authority any matter that may prejudice the interests of Kenya and other parties concluded pursuant to the grant of this Permit.

Signed:  Date: **8.1.2016**

 **Director General**
The National Environmental Management Authority (Seal)

PERMIT CONDITIONS:

- 1:
- 2:
- 3:
- 4:

ACCESS PERMIT CONDITIONS:- NEMA/AGR/61/2015

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 500 samples of plant materials (fruits and leaves) eaten by the Tana River Mangabey (*Cercocebus galeritus*) and 250 samples of their fecal matter.
3. The access of the genetic resources and its derivatives shall strictly be held at IPR-NMK and primate nutrition ecology laboratory at the hunter college in New York, USA.
4. You shall ensure that the local partners are involved in the identification, collection and preparation of all the specimens and samples for export
5. You shall ensure that the plant species identification and samples treatment and preservation for export using the provided standards will be done at the project site and the IPR-NMK. The preserved plant and fecal samples will be exported to the primate nutrition ecology laboratory at the hunter college in New York, USA for nutritional analysis.
6. The genetic resource and the derivative **shall not be transferred** to a third party without the consent of the genetic resource providers (KWS) and NEMA.
7. The intellectual property rights generated from the accessed genetic resources and associated knowledge shall be jointly owned by all partners: the researcher, IPR-NMK, KWS and the local communities.
8. You shall ensure that the local community Traditional knowledge on the genetic resources and their uses are well safeguarded.
9. The genetic resource and the derivative shall not be used for commercial or profit purpose without understanding from genetic resource providers (KWS/Tana river Local communities) and NEMA.
10. 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. You shall ensure that all agreements entered into with respect to access of genetic resources shall be strictly adhered to for the purposes for which they were entered into.
11. You shall abide by the provision of the Mutually Agreed Terms and 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 and publications 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, (Amendment) 2015 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 (KWS/NMK) and notify NEMA of the return.