



Application Reference No: **NEMA/AGR/50/2015**

Registration: **0047**

Form of Access Permit

This Permit is hereby granted to M/s **Egerton University, Chemistry Dept. P.O. Box 536 - 20115 Egerton: PROF. JOSPHAT MATASYOH, ID. No.: 3506291**

..... (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 5, 1g dry weight samples of identified species of tropical fungi, Macromycetes species.

(insert description of the genetic resource, its derivatives, product(s) or intangible component(s) as stated in the Material Transfer Agreement) located at **Kakamega and Mt. Elgon Forests**

..... (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 **PROF. JOSPHAT MATASYOH** (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:

PERMIT CONDITIONS:-NEMA/AGR/50/2015

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 5, 1g dry weight per sample species of Macromycetes, tropical fungi. You shall provide the list and quantity of all collected tropical fungi, Macromycetes, to NEMA.
3. The accessed genetic resources and its derivatives shall be strictly held in Egerton University, HZI and Technical University of Berlin Germany and Universite Catholique de Louvain in Belgium.
4. You shall ensure that the tropical fungi samples are well treated and preserved using the provided standards before export.
5. You shall ensure that the basic analysis of the genetic resource such as identification, cataloging, analyzing, preservation and preparation of the Macromycetes samples to good laboratory standards for export for further analysis shall be done in the local institution; Egerton University. Ensure that the local partners are involved in the collection 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 resource provider: KWS/KFS and the designated authority; NEMA.
7. The genetic resource and the derivatives shall not be used for commercial or profit purpose without understanding and agreement from genetic resource provider; KWS, KFS and NEMA.
8. The intellectual property rights generated from the accessed genetic resources and associated knowledge shall be jointly owned by all partners.
9. You shall deposit and keep records of all duplicates of the genetic resources with the relevant lead agency (KWS/NMK) and provide evidence of deposition to 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.
11. 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.
12. You shall abide by the provision of the Material Transfer Agreements entered with the providers of genetic resources.
13. You shall ensure that the local and traditional knowledge on genetic resource and its derivatives are well safeguarded.
14. 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.
15. You shall comply with the improvement orders issued by NEMA's environmental inspectors throughout the project cycle.
16. You shall abide by the laws of Kenya.
17. 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.
18. 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.