

Template (this is not a form but a guide for your unique research demands and scope). For more details, refer to the Permitting guidelines www.wrti.go.ke

TITLE: PRIOR INFORMED CONSENT (PIC) 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 herein 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 a party to the PIC are to be mapped out)*

Providers:

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

The Users

Insert the names of 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 the authorised entity
- Position in Institution/Rank
- Institution and address
- Email address
- Signature
- Date
- Institutional stamp

THE PROVIDERS

- Name of the 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 commercialization;
- (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