

**STATUTORY INSTRUMENTS**

**SUPPLEMENT No. 11**

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**STATUTORY INSTRUMENTS SUPPLEMENT**

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**STATUTORY INSTRUMENTS**

**2005 No. 30.**

**THE NATIONAL ENVIRONMENT (ACCESS TO  
GENETIC RESOURCES AND BENEFIT SHARING) REGULATIONS, 2005.**

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**STATUTORY INSTRUMENTS**

**2005 No. 30.**

**The National Environment (Access to Genetic Resources and Benefit Sharing)  
Regulations, 2005.**

*(Under sections 44 and 107 of the National Environment Act,  
Cap 153)*

IN EXERCISE of the powers conferred on the Minister by sections 44 and 107 of the National Environment Act, and upon the recommendation of the Policy Committee on the Environment and the Board, these Regulations are made this 1st day of December, 2004.

PART I—PRELIMINARY.

**1.** These Regulations may be cited as the National Environment (Access to Genetic Resources and Benefit Sharing) Regulations, 2005.

**2.** In these Regulations, unless the context otherwise requires—

“access” means the obtaining, possessing and using of genetic resources, their derivative products, and intangible components for purposes of research, bio-prospecting, conservation, industrial application or commercial use;

“accessory agreement” means any facilitating agreement relating to a prior informed consent, and includes a letter of exchange, a memorandum of understanding, or an academic or research agreement;

"access permit" means a permit issued under these regulations that authorises a person to access biological or genetic resources;

"Act" means the National Environment Act;

"Authority" means the National Environment Management Authority established by section 4 of the Act;

"benefit sharing" or "sharing of benefits" means the sharing of benefits that accrue from the utilisation of genetic resources and includes technology, technology transfer, innovations, practices, results of research, capacity building, community knowledge, awareness and education;

"biological resources" includes genetic resources, organisms or parts of organisms, populations or other biotic component of ecosystems with actual or potential value for humanity;

"bio-prospecting" means the exploration and collection of genetic resources;

"CITES Management Authority" means the CITES Management Authority established under the Uganda Wildlife Act;

"collector" means a person, or agent of that person, obtaining or intending to obtain access to genetic resources, their derivative products, or intangible components occurring or originating from Uganda;

"competent authority" means the Uganda National Council for Science and Technology established under the Uganda National Council for Science and Technology Act designated to be the competent authority under regulation 5;

"derivative product" means an unimproved or unmodified biologically active chemical compound associated with targeted biological or genetic material formed by the metabolic processes of the organism, modified and used in a technological application, and includes molecules, combinations or mixtures of natural molecules including raw extracts of living or dead organisms and soil matter, deoxyribonucleic acid (DNA) or ribonucleic acid (RNA) or chemical compounds, modified, created or synthesised from genetic material originally obtained in accordance with these Regulations;

"ecosystem" means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit;

"*ex situ* conditions" means the conditions in which genetic resources are found outside their natural habitats;

"genetic material" means any material of plant, animal, microbial or other origin containing functional units of heredity;

"genetic resources" means genetic material of actual or potential use or value, and includes their derivative products and intangible components;

"*in-situ* conditions" means the conditions in which genetic resources are found in their ecosystems and natural habitats and, in the case of domesticated or cultivated species, in the cultural contexts in which their specific properties have been developed;

"intangible component" means any knowledge or information associated with biological or genetic resources occurring in or originating from Uganda and includes local knowledge, technology, innovations, farming practices and traditional lifestyles;

"interested party" means a person, organisation or group whether formal or informal, affected by, or with an interest in the activities relating to the acquisition, use or supply of genetic resources;

"local community" means an indigenous community of Uganda as provided for in the Third Schedule to the Constitution, or any clan or sub-clan of the indigenous community communally occupying, using or managing land in which the genetic resources are found;

"materials transfer agreement" means an agreement between the Government or its representative and a collector, setting out the terms under which genetic resources can be transferred from one party to another;

"owner" means, in relation to genetic resources, the registered proprietor of the land, a customary owner or occupier of the land, the lessee of the land, the agent or trustee of the land or the person for the time being owning, using or benefiting from the genetic resources;

"prior informed consent" means prior acceptance of a collector by the lead agency and the concerned local community or owner, to access genetic resources.

**3.** The object of these Regulations is—

(a) to prescribe the procedure for access to genetic resources for scientific research, commercial purposes, bio-prospecting, conservation or industrial application;

(b) to provide for the sharing of benefits derived from genetic resources; and

- (c) to promote the sustainable management and utilisation of genetic resources, thereby contributing to the conservation of the biological resources of Uganda.

4. (1) These Regulations apply to access to genetic resources or parts of genetic resources, whether naturally occurring or naturalised, including genetic resources bred for or intended for commercial purposes within Uganda or for export, whether in *in-situ* conditions or *ex-situ* conditions.

(2) These Regulations do not apply—

(a) to the exchange of genetic resources—

(i) where the exchange is done by a local community among themselves and for their own consumption;

(ii) where the exchange is certified to be purely for food or other consumptive purposes as prescribed by the relevant laws;

(b) to the transit of genetic resources through Uganda;

(c) to access to genetic resources derived from plant breeders as defined by the laws relating to plant breeding and plant variety;

(d) to human genetic resources;

(e) to approved research activities intended for educational purposes by Ugandan institutions recognised by the competent authority, and which do not result in access to genetic resources for commercial purposes or export to other countries.

(3) For the avoidance of doubt, a licence granted for the use or export of genetic resources under any other law shall take into consideration the provisions of these Regulations.

## PART II—INSTITUTIONAL ARRANGEMENTS.

5. For the purpose of fulfilling the object of these Regulations, the Uganda National Council for Science and Technology established by the Uganda National Council for Science and Technology Act is designated as the competent authority.

6. The functions of the competent authority are—

(a) to receive and facilitate the expeditious processing of all applications for access to genetic resources submitted to it;

(b) to co-ordinate all activities of lead agencies relating to access to genetic resources in accordance with these Regulations and the Act;

- (c) to establish and maintain a depository for all materials transfer agreements and associated accessory agreements;
- (d) to establish administrative mechanisms for the implementation of these Regulations;
- (e) to implement, in collaboration with the Authority, lead agencies, non-governmental organisations and other interested parties, an integrated training programme for promoting the implementation of these Regulations;
- (f) to ensure that representative samples and specimens of genetic resources collected under these Regulations are deposited in Uganda;
- (g) to advise on and approve the location for depositing of samples and specimens of genetic resources collected under these Regulations;
- (h) to ensure that technology transfer and information exchange in relation to genetic resources is effected by the persons accessing the genetic resources;
- (i) to facilitate negotiation and conclusion of all accessory and materials transfer agreements, including the terms and conditions upon which access is to be granted;
- (j) to ensure that all materials transfer agreements and associated accessory agreements contain sufficient provisions for the sharing of benefits arising out of use or application of genetic resources of Uganda accruing to any person or entity;
- (k) to ensure that the people of Uganda benefit from the genetic resources accessed;
- (l) to submit to the Authority, reports relating to the implementation of these Regulations.

7. (1) Lead agencies are responsible for the management and regulation of access to genetic resources under these Regulations.

(2) The competent authority shall forward to the relevant lead agency, an application for access to genetic resources submitted to it by an applicant.

(3) The functions of a lead agency in respect of an application for access to genetic resources submitted to it under subregulation (2) are—

- (a) to review the application and advise the competent authority, in writing, as to whether consent for access should be granted or not;
- (b) to monitor, in collaboration with the competent authority and other lead agencies, the application and use of genetic resources transferred from Uganda and deposited outside Uganda;

- (c) to ensure that the rights of the local communities which use, collect or research into genetic resources are protected, including verifying compliance with consent requirements;
  - (d) to ensure that accessory agreements have been concluded between the applicant and all affected parties; and
  - (e) on the approval of the competent authority, to establish a depository or designate an existing depository for representative samples or specimens of genetic materials taken out of Uganda.
- (4) In the exercise of its functions under these Regulations, a lead agency shall continue to execute its mandate as prescribed by law.

**8.** The functions of the Authority are—

- (a) to initiate, in collaboration with lead agencies, the formulation of a national policy on access to genetic resources;
- (b) to collaborate with lead agencies in carrying out public awareness campaigns, designing capacity building programmes, and ensuring compliance with and enforcement of, these Regulations;
- (c) to develop, in collaboration with the competent authority and lead agencies, guidelines for access to, and export of genetic resources; and
- (d) to advise on access to genetic resources outside protected areas.

### PART III—MANAGEMENT OF GENETIC RESOURCES.

**9.** The right to determine, control and regulate access to genetic resources found in Uganda is vested in the Government for the benefit of the people of Uganda and shall be exercised in accordance with these Regulations.

**10.** No person shall access genetic resources from any part of Uganda, unless that person has—

- (a) obtained a written prior informed consent from, and entered into an accessory agreement with the lead agency, local community or owner;
- (b) carried out an environmental impact assessment, in accordance with regulation 16, where required;
- (c) entered into a materials transfer agreement in accordance with regulation 14; and
- (d) obtained an access permit from the competent authority in accordance with regulation 19.

**11.** The competent authority and the lead agency shall not approve an application for access to genetic resources of any species listed as protected or

threatened, unless written approval is obtained from the CITES Management Authority.

**12.** (1) A person intending to access or collect genetic resources shall, apply to the lead agency, local community or owner for a prior informed consent in the form set out in the First Schedule, and on payment by the applicant of the fee prescribed in the Sixth Schedule.

(2) Subject to subregulation (3), the lead agency, local community or owner may, after considering an application submitted under subregulation (1), grant a prior informed consent in the form set out in the Second Schedule on payment by the applicant of the fee prescribed in the Sixth Schedule.

(3) A lead agency, local community or owner shall, before granting a prior informed consent, enter into an accessory agreement with the applicant, in the form set out in the Third Schedule.

(4) An accessory agreement shall contain such terms and conditions as may be agreed upon by the parties.

(5) For the avoidance of doubt, a prior informed consent and an accessory agreement issued or made under this regulation do not entitle any person to access the genetic resources but are only to enable the applicant to proceed with the application for an access permit.

(6) The applicant shall, after obtaining a prior informed consent and entering into an accessory agreement enter into a materials transfer agreement in accordance with regulation 14.

(7) Any person who accesses or exports genetic resources without obtaining a prior informed consent or entering into an accessory agreement, commits an offence.

**13.** Where a person intends to access genetic resources on land which is occupied, used or managed by a local community, the prior informed consent and the accessory agreement shall be concluded between the applicant on the one part, and the relevant lead agency and the lowest unit of the local government or authorised agent of the local government representing the local community, on the other part.

#### PART IV-MATERIALS TRANSFER AGREEMENT AND BENEFIT SHARING.

**14.** (1) A collector shall not access or export genetic resources without entering into a materials transfer agreement with the lead agency.

(2) A materials transfer agreement shall be valid for the period specified in it and shall be issued on payment by the collector of the fee prescribed in the Sixth Schedule.

(3) For the avoidance of doubt, a materials transfer agreement shall not be entered into before the collector obtains a prior informed consent and an accessory agreement.

(4) Any person who accesses or exports or deals in genetic resources without a materials transfer agreement commits an offence.

**15.** (1) A materials transfer agreement shall clearly state the rights and obligations of any party who may have ownership of, or authority over genetic resources to which access is sought and shall, in particular, contain the information prescribed in the Fourth Schedule.

(2) A materials transfer agreement shall—

- (a) require the collector to specify the quantities, quality and other specifications of the genetic resources that the collector may obtain or export;
- (b) oblige the collector to inform the competent authority, the concerned local community and other interested parties, of all findings from the research and development on the genetic resources;
- (c) guarantee the deposit of duplicates of all specimens of the genetic resources accessed, in a depository approved by the competent authority, and provide a record of the collected genetic resources to the competent authority and the lead agencies and where requested, to the local communities;
- (d) provide that the collector shall not transfer genetic resources to a third party without the consent in writing, of the competent authority;
- (e) provide that the collector shall not apply for a patent or other intellectual property right over the genetic resources without the consent, in writing, of the competent authority;
- (f) require the collector to pay any required fees to the government and the concerned private owners or local communities for their contribution in the generation and conservation of the genetic resources to which access is sought;
- (g) require the collector to provide for the manner of sharing of benefits arising from intellectual property rights accruing from genetic resources;
- (h) provide for the participation of the citizens of Uganda or institutions located in Uganda, in research, development, management and utilisation of the genetic resources accessed at all stages of access; and

(i) require the collector to submit to the competent authority and the lead agency, a regular status report on the research and development relating to the genetic resources concerned.

**16.** (1) Where access to genetic resources is likely to have a significant impact on the environment, an environmental impact assessment shall be carried out, before the conclusion of a materials transfer agreement.

(2) Where, based on an environmental impact assessment done in accordance with subregulation (1), it is determined that the proposed access to genetic resources will not adversely impact on the environment or on the long-term sustainability of the genetic resources for which access is being sought or the ecosystem, the competent authority and lead agency may commence the process of negotiations for a materials transfer agreement with the applicant.

**17.** (1) Genetic resources shall not be put to a use other than one agreed upon in the materials transfer agreement.

(2) It shall be a breach of a materials transfer agreement and an offence, for an applicant to transfer any genetic resources to a third party, without the written consent of the competent authority.

**18.** (1) A materials transfer agreement may provide for the future application and use of genetic resources, including the sharing of benefits arising from the future application and use of genetic resources.

(2) Where a materials transfer agreement provides for future application and use of genetic resources in accordance with subregulation (1), the materials transfer agreement shall not be concluded unless all the parties holding accessory agreements with the applicant have been informed of that fact, and have given their consent in writing.

**19.** (1) On conclusion of a materials transfer agreement, the competent authority may issue an access permit in the form set out in the Fifth Schedule, authorising the applicant to access or export the genetic resources specified in the permit on payment by the applicant of the fee prescribed in the Sixth Schedule.

(2) The competent authority may impose such terms and conditions on an access permit as it may deem necessary.

**20.** (1) The benefits accruing from the collection, modification and use of genetic resources shall be shared in accordance with the principle of fairness and equity, and on mutually agreed terms.

(2) Benefits accruing from access to genetic resources under a materials transfer agreement or accessory agreement shall vary on a case by case basis and shall include—

- (a) participation by Ugandan citizens and institutions in scientific research and other activities involving access to genetic resources;
- (b) sharing of access fees and royalties, research funds, licence fees and other special fees that support conservation of biodiversity;
- (c) payment of salaries, where mutually agreed;
- (d) collaboration in education and training related to genetic resources;
- (e) transfer of knowledge and technology under favourable terms and, in particular, knowledge that makes use of genetic resources, including biotechnology, or knowledge that is relevant to the conservation and sustainable use of biological diversity;
- (f) access to scientific information such as biological inventories and taxonomic studies;
- (g) contributions to the development of the local community;
- (h) benefits relating to food security; and
- (i) joint ownership of patents and other relevant forms of intellectual property rights.

**21.** The competent authority, in consultation with the lead agency, may, at any time, revoke an access permit where -

- (a) the collector has failed to comply with the terms of the materials transfer agreement or with any conditions prescribed in the access permit;
- (b) the collector has violated any of the provisions of these Regulations; or
- (c) there is need to protect the public interest, the biological diversity and environment.

**22.** (1) Any agreement concluded under these Regulations shall be in three original copies, the first for the applicant, the second for the competent authority and the third for the lead agency.

(2) The competent authority shall deposit copies of the agreement with—

- (a) the owner of the genetic resource or the authorised representative of the owner; and
- (b) the local community affected by the agreement.

**23.** A person transporting or responsible for the movement of genetic resources in transit through Uganda shall declare the genetic resources in his or her possession or under his or her control to customs control and shall provide evidence of lawful acquisition from the country of origin at the point of entry and exit and in any other part of the country, as may be required.

**24.** The Authority, in collaboration with the competent authority and lead agencies, may issue guidelines for the export of genetic resources and benefit sharing.

**25.** The competent authority, a lead agency, the Authority or any person authorised by them, may, for the purpose of ensuring compliance with these Regulations, confiscate any collected genetic resources or equipment on suspicion that a violation of these Regulations is likely to be, or has been committed, by any person.

**26.** (1) Any person who contravenes regulations 12(7), 14(4) and 17(2) commits an offence and is liable, on conviction, to a fine of not less than one hundred and eighty thousand shillings and not exceeding eighteen millions shillings or to imprisonment not exceeding eighteen months, or both.

(2) Any person who provides false information in an application for prior informed consent, accessory agreement or materials transfer agreement commits an offence and is liable, on conviction, to a fine of not less than thirty thousand shillings and not exceeding three millions shillings or to imprisonment not exceeding three months, or both.

**27.** The court convicting a person of an offence under these Regulations, may, in addition to any sentence imposed by the court—

- (a) make an order that the genetic resources or genetic materials or its derivatives be forfeited to the Government and disposed of as the court may direct;
- (b) make an order for the cost of disposing of the resources or genetic material or its derivative products or any other costs;
- (c) make an order that any permit issued to the collector under these Regulations be cancelled;
- (d) make an order for the return of the genetic resources; and
- (e) make an order for the sharing of benefits accrued or likely to accrue from the access to genetic resources.

#### PART V—ACCESS TO INFORMATION

**28.** Subject to section 85 of the Act, any document submitted to the competent authority, the Authority or a lead agency relating to access to genetic resources is a public document.

**29.** (1) A person wishing to access information or documents relating to access to genetic resources, monitoring of the use of, and the benefits accruing from access to genetic resources shall be granted access by the competent authority or lead

agency, in accordance with the procedure determined by the competent authority or lead agency, and subject to section 85 of the Act.

(2) Any information or document requested for under subregulation (1) shall be availed to the applicant within sixty days after the date of application.

(3) The competent authority or lead agency, in consultation with the Authority, shall determine the fees to be charged for accessing information and documents under this regulation.

**30.** (1) Subject to article 41 of the Constitution and section 85(3) of the Act, and on application by the applicant, the competent authority, the Authority or lead agency may provide confidential treatment for proprietary information.

(2) Confidential treatment under this regulation shall not apply where public disclosure is necessary to protect the public interest or the environment.

(3) An application for confidential treatment shall only be considered in relation to proprietary information and to the accessory agreements.

(4) An application for confidential treatment shall be submitted with the application for access and shall state, in detail, the reasons why confidential treatment should be granted.

(5) An application for access that includes an application for confidential treatment shall be considered confidential until a determination has been made in respect of it; except that the applicant shall submit, together with the application, a non-confidential summary of the application which shall constitute public information.

(6) Confidential treatment granted under these regulations shall not exceed a period of three years and may be renewed on application.

#### PART VI-GENERAL

**31.** (1) On the coming into force of these Regulations, any existing arrangements relating to the collection and transfer of genetic resources from Uganda shall be renegotiated within a period not exceeding two years, to bring them into conformity with these Regulations.

(2) Without prejudice to subregulation (1), existing research activities involving access to genetic resources may continue on the satisfaction of the competent authority and lead agency that adequate measures are being taken to bring the activities into conformity with these Regulations.

#### SCHEDULES

FIRST SCHEDULE

THE NATIONAL ENVIRONMENT (ACCESS TO GENETIC RESOURCES AND BENEFIT SHARING) REGULATIONS, 2005

APPLICATION FOR PRIOR INFORMED CONSENT

Form: AGR 1

To\*: ..... (Lead agency)
..... (Local Community)
..... (Owner)

I/we\* .....
of .....
(address)

hereby apply for prior informed consent to enable me/us to apply to the competent authority to access genetic resources under your ownership/jurisdiction.

The prior informed consent is being applied for, for the genetic resources located at
.....
(State location by local council, village, sub county and district)

The prior informed consent is being applied for in respect of the following genetic resources—
.....
.....

I/we\* declare that I am/we\* are willing to enter into an accessory agreement with you on terms and conditions acceptable to you.
I/we\* hereby further declare that to the best of my/our information, the information given in this application is correct and true and that the prior informed consent will only be used for applying to the competent authority to access genetic resources from Uganda.

Date ..... Signature of applicant .....

FOR OFFICIAL USE ONLY

Application received on ..... 20.....

\*Delete whichever is not applicable

SECOND SCHEDULE

THE NATIONAL ENVIRONMENT (ACCESS TO GENETIC RESOURCES AND BENEFIT SHARING) REGULATIONS, 2005

PRIOR INFORMED CONSENT

FORM: AGR 3

I/we .....  
being the owner/custodian of the following genetic resources  
.....  
.....

(State the genetic resources)

located at .....,  
(State location by local council, village, sub county  
and district)

hereby consent that .....  
(Name and address of applicant for prior informed consent) may apply to the competent authority for consideration to access the above stated genetic resources found under my ownership/custody.

This consent is valid from ..... 20 .... to ..... 20 ....

This consent is granted subject to the following conditions:

- 1. ....;
- 2. ....;
- 3. ....;
- 4. ....;
- 5. ....;

The applicant(s) has\*/have\* obtained the following accessory agreements

- 1. ....
- 2. ....

Signed ..... Date .....

Lead agency, local community or owner\*

\*Delete whichever is not applicable

THIRD SCHEDULE

ACCESSORY AGREEMENT

Regulation 12(3)

THE NATIONAL ENVIRONMENT (ACCESS TO GENETIC RESOURCES AND BENEFIT SHARING) REGULATIONS, 2005

ACCESSORY AGREEMENT

FORM: AGR 2

I/We..... being the owners/local community/lead agency/custodians of the genetic resources located at ..... in .....district of the Republic of Uganda hereby consent that M/S .....may access the following genetic resources—

- 1. ....
- 2. ....
- 3. ....

For the purposes of .....  
.....

*(State the purpose e.g. commercial, research, educational etc)*

On condition that—

- 1. ....
- 2. ....
- 3. ....

*(Attach additional information where necessary)*

Date of consent: ..... 20.....

Signed

.....  
LEAD AGENCY/ LOCAL COMMUNITY/OWNER

c.c. The Competent Authority

FOURTH SCHEDULE

INFORMATION TO BE INCLUDED IN MATERIALS TRANSFER AGREEMENT

A materials transfer agreement is concluded between the lead agency and the collector and shall include clauses containing the following details, where relevant—

- (1) A statement of approval of access application or access permit.
- (2) Particulars of the applicant including—
  - (a) identity and *curriculum vitae* of the person in charge of the access programme and other persons working on the access activities; and
  - (b) profiles of all other institutions or individuals connected to the access programme.
- (3) Particulars of the genetic resources to be collected, including—
  - (a) type and quantity of genetic resources to be collected, as well as the specific taxa to be collected;
  - (b) a list of broader species categories;
  - (c) duration of collection of the genetic resources;
  - (d) location and site of storage or utilisation;
  - (e) location and site of collection;
- (4) Purposes for which the collected material can be used, including—
  - (a) accurate information regarding intended use (e.g. taxonomy, research, commercialisation);
  - (b) requirements for a new agreement if the applicant wishes to use the material for new and additional uses;
  - (c) restrictions on transfer to third party without the consent of the competent authority, lead agency and the holders of accessory agreements;
  - (d) identification of where the research will take place;
  - (e) accurate information regarding the intended use.
- (5) Financial resources available or expected to be available and the budget.
- (6) The expected results of a research programme, both scientific and financial, including information on how the research will be carried out—

- (a) identification of local bodies for collaboration in research and development;
- (b) treatment of confidential information.

(7) Identification of benefit sharing arrangements by—

- (a) stating the kinds/types of benefits that could come from obtaining access to the resource;
- (b) stating the local beneficiaries and institutions and how they will benefit e.g. financial, material or information technology transfer; and the benefits should provide the number of people expected to benefit, their names and location;
- (c) stating the local bodies and institutions for collaboration and how they will collaborate with the applicant.

(8) A depository shall be designated—

- (a) for representative samples or specimens of the genetic resources to be collected; and
- (b) for all intangible components of genetic resources to be collected.

(9) In relation to access to genetic resources held inside Uganda, the Authority, competent authority and lead agency shall have access to the genetic resources at any time.

(10) In relation to access to genetic resources to be taken or held outside Uganda, the applicant shall allow reasonable access to the genetic resources.

(11) For purposes of reporting, the applicant shall inform the competent authority and lead agency—

- (a) of all discoveries from research involving the biological and genetic resources, their derivatives, and their intangible components;
- (b) at periodic intervals, of the status of research involving the biological or genetic resources, their derivative products, and their intangible components.

(12) Treatment of confidential information

The applicant shall provide periodic reports to the competent authority and lead agency on the environmental and socio-economic impacts of any ongoing collection of genetic resources, their derivative products, and their intangible components.

(13) Technology transfer

State how Uganda will benefit from the collection and use of the genetic resources through the transfer of technology and knowledge.

- (a) Provisions for participation of Ugandan citizens or Ugandan institutions in the collection of the genetic resources and in the research and application to which such material may be put.

(b) Any other forms of technology in both software and hardware to be transferred to Uganda.

(14) Fees

State the fees payable upon the execution of the agreement detailing where such fees are payable, e.g. to the competent authority, the lead agency, local community, private owner etc as prescribed by law.

(15) Royalties

This applies only to commercial materials transfer agreements, where applicable. State the nature and amount of royalties agreed upon and payment modalities, including provisions for up front payment where applicable.

(16) Conservation measures

(a) It is the duty of the applicant to provide a final environmental status report of the biological and genetic resource at the expiry of the collection period permitted under the agreement.

(b) Any other measures agreed between the competent authority, lead agency and the applicant, including ecological rehabilitation bonds.

(17) Duration of materials transfer agreement

State the period for which the materials transfer agreement will be valid.

(18) Dispute settlement

Modes of settling disputes arising from the interpretation and implementation of the agreement, including an arbitration clause.

(19) Law applicable

Agreement to be governed by the Laws of Uganda.

(20) Amendments

(a) Agreements can only be modified by mutual agreement between the parties, except where such modification would affect the rights of holders of accessory agreements.

(b) Mutual agreement of the accessory agreement holders to be sought where the proposed modifications affect the rights of such persons/parties derived from the accessory agreements.

(21) Authorised signatories

All Agreements must state authorised signatories of the applicant(s), competent authority and the relevant lead agencies.

FIFTH SCHEDULE

THE NATIONAL ENVIRONMENT (ACCESS TO GENETIC RESOURCES AND BENEFIT SHARING) REGULATIONS, 2005

THE UGANDA NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY (UNCST)

FORM: AGR 4

ACCESS PERMIT

Permission is hereby granted to M/S .....

.....  
.....

*(Name and description of applicant)*

to access, collect and export the following genetic resources .....

.....  
.....  
.....

*(Describe the genetic resources, derivative products or intangible components as stated in the materials transfer agreement)*

located at .....

.....  
.....

*(State location by local council, village, sub county and district)*

This permit is issued subject to all the accessory agreements and material transfer agreement concluded pursuant to the Regulations and may be withdrawn should the holder breach any of the conditions contained in those agreements and the Regulations.

Signed

.....

Executive Secretary

Competent Authority

\* Delete whichever is inapplicable

SIXTH SCHEDULE

*Regulations 12 (1), 12(2), 14 (2), 19*

FEES

- |  |  |
|--|--|
| 1. Application for prior informed consent<br>[Regulation 12 (1)] | Shs 50,000/=                             |
| 2. Prior informed consent [Regulation 12 (2)]                    | Shs 120,000/=                            |
| 3. Materials Transfer Agreement<br>[Regulation 14(2)]            | Negotiable on<br>a case-by-case<br>basis |
| 4. Access permit [Regulation 19]                                 | Shs. 300,000/=                           |

*Minister of Water, Lands and Environment.*

COL. KAHINDA OTAFIIRE