

Environmental Protection (Bio-prospecting) Regulations 2001

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IN EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTION 68 (1) OF THE ENVIRONMENTAL ACT 1996 I HEREBY MAKE THE FOLLOWING REGULATIONS:-

Short Title.

1. These Regulations may be cited as the Bioprospecting Regulations 2001.

Interpretation.

2. In these Regulations –

- (a) “academic purposes” means an agreement for taxonomic, conservation, ecological or bio-geographical investigations of specimen;
- (b) “applicant” includes the principal, agent and other members of the research team;
- (c) “benefit-sharing” means the sharing of results of bio-prospecting activities and benefits arising from the utilisation or commercialisation of the biological or genetic resources fairly and equitably with the Agency by the collector and includes the educational, aesthetics and cultural benefits;
- (d) “biodiversity” means the variability among living organisms from all sources including inter alia, terrestrial, marine and other aquatic ecosystems and ecological complexes of which they are a part; this includes diversity within species, between species and of ecosystems;
- (e) “bio-prospecting” means the research, collection and utilisation of biological and genetic resources for purposes of applying the knowledge derived therefrom to scientific or commercial purposes and includes research related to timber and mining activities;
- (f) “collector” means any person commissioned by the Principal to conduct for him prospecting of biological and genetic resources;
- (g) “Commercial Research Agreement” means the Research Agreement entered into between private persons or corporations and the Agency for the purpose of undertaking bio-prospecting intended directly or indirectly for commercial use;
- (h) “commercial use” includes chemical, pharmacological and bio-technical studies with a view to commercial exploitation as well as the use of materials for propagation and breeding purposes;

- (i) ““derived products” include molecules, combinations or mixtures of natural molecules including raw extracts of living or dead organisms;
- (j) “equitable sharing” means the benefit-sharing mutually agreed upon between the parties to the Research Agreement;
- (k) “genetic material” means any material of plant, animal, microbial or other origin containing functional units of heredity;
- (l) “holotype” means either the sole specimen or element used by the author of scientific name or the one specimen or element designated by such author as the type;
- (m) “indigenous cultural communities” means a group of people sharing common bonds of language, customs, traditions, and other distinct cultural traits, and who have over time, occupied, possessed and utilised an area.
- (n) “industrial purposes” means;
- (o) “local communities” means the basic political units wherein biological and genetic resources are located;
- (p) “mutually agreed terms” means a negotiation between the party providing the genetic resources and a potential user in accordance with regulation 7 of these Regulations;
- (q) “person” includes an individual, recognised body, institution, society , agent or party in collaboration with whom the research is being conducted;
- (r) “proposal” means a document containing information that is submitted with an application for a Research Agreement;
- (s) “record” includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, machine readable record, and any other documentary material, regardless of physical form or characteristics, and any copy thereof;
- (t) “Research Agreement” means the agreement entered into between the Agency and an applicant;
- (u) “specimen” includes a live or dead animal specimen or plant specimen.

PART I

APPLICATION FOR RESEARCH AGREEMENT

Offence to contravene Regulations.

3.(1) No person shall conduct bio-prospecting activities except in accordance with the provisions of these Regulations.

(2) Any person who contravenes paragraph (1) commits an offence and shall be liable to a fine of three hundred thousand dollars nor more than seven hundred and fifty thousand dollars and imprisonment for one year.

Application for research agreement.

4. (1) Any person who proposes to conduct bio-prospecting shall, before commencing any action related thereto, make an application to the Agency for a Research Agreement and shall submit such application together with a receipt for the fee in paragraph (7) and such other information or document as the Agency may require.

(2) An application for a Research Agreement shall be made not later than three months prior to the commencement of the research activity.

(3) The applicant may assert a claim that any of the information to be provided under paragraph (4) is a trade secret or confidential business information, and he may request that such information be excluded from the register of information established under section 36 of the Act.

(4) A Research Agreement shall be subject to such conditions as the Agency considers necessary and shall be valid for such period as the Agency specifies therein.

(5) A Research Agreement may authorise the applicant to conduct bio-prospecting activities for any or a combination of the following purposes –

- (i) academic;
- (ii) commercial;
- (iii) industrial; or
- (iv) conservation.

(6) A Research Agreement may -

- (a) be renewed from time to time subject to such conditions as the Agency considers necessary to impose; and
- (b) be modified, suspended or cancelled at any time.

(7) The fees in the foreign currency specified in the second column of the Table below shall be payable in respect of the matters specified in the corresponding entry in the first column thereof.

TABLE

ITEM	COST US \$
Application fee for Academic Research Agreement	100.00
Application fee for Commercial Research Agreement	500.00
Application Fee for Industrial Research Agreement	500.00
Application Fee for Conservation Research Agreement	100.00
Academic Research Agreement	500.00
Commercial Research Agreement	500.00
Industrial Research Agreement	500.00
Conservation Research Agreement	500.00
Fee for Preparation of Terms of Reference	100.00
1 kg. Of Biotic Sample for Commercial Purpose	50.00
Extract from Register	10.00

(8) An application under paragraph 1 shall be in the manner set out in Form A of the First Schedule and in the case of -

- (a) an application for a Research Agreement by an individual, shall be accompanied by a recommendation from a recognised institution, body or society;
- (b) an application for a Research Agreement made by a company, shall be accompanied by a Registrar's certificate furnished by the Registrar of companies under section 8 of the Companies Act or in the case of an international company, by the relevant entity, stating that the name of the company is on the Companies Register;
- (c) an application that may affect intellectual property rights, shall provide information on the nature of any intellectual property rights that may be affected concerning the traditional use of any biological resources.

(9) Where the application is not accompanied by all the particulars required to be submitted by this regulation, the Agency may give the applicant such time or guidance as it considers necessary to satisfy the requirements of this regulation.

(10) The requirements of paragraph (1) shall not apply to traditional uses of biological resources by indigenous and local communities.

For the purposes of paragraph (10) traditional use refers to the customary utilisation of biological and genetic resources by the local and indigenous community in accordance with written or unwritten rules, usages, customs and practices traditionally observed, accepted and recognised by them.

Offence to engage in activity.

5. (1) Every person who engages in bio-prospecting activities or any activity related thereto before entering into a Research Agreement shall be guilty of an offence and liable to a fine of not less than three hundred thousand dollars nor more than seven hundred and fifty thousand dollars and imprisonment for one year and shall be disqualified from entering into a Research Agreement with the Agency for such period as the magistrate determines.

(2) Any person who, while disqualified from entering into a Research Agreement under paragraph (1), obtains or attempts to obtain such Agreement shall be guilty of an offence and liable to a fine of not less than four hundred thousand dollars nor more than one million dollars and imprisonment for five years.

(3) A person convicted of an offence under paragraph (2) shall be disqualified for a period of not less than twelve months from the date of conviction, from entering into a Research Agreement, and on a second conviction for a like offence shall be permanently disqualified from entering into a Research Agreement.

Change in particulars.

6. Prior to the issue of a Research Agreement, any change in particulars required under regulation 4 or any change in the information on the basis of which an Agreement was entered into has been granted shall be notified immediately in writing to the Agency by the applicant, or, as the case may be, by the applicant.

PART II

PROCEDURES FOR PROCESSING APPLICATION

Requirements for Agreement.

7. (1) The Agency may, before entering into a Research Agreement under regulation 4 request -

- (a) satisfactory evidence of the competence of the applicant to conduct the bio-prospecting activity;
- (b) satisfactory evidence of the research or other facilities available to the applicant;
- (c) information regarding the uses to which the biological resource may be put;
- (d) satisfactory evidence of acceptance by host institution to cooperate in the activities;
- (e) letter of endorsement from institution where applicant is affiliated or reputable institution, museum or academic institution as appropriate;
- (f) a company, institution, organisation or agency profile as appropriate; or
- (g) any other information the Agency considers necessary.

(2) Where the application is in respect of private lands, the applicant shall submit a copy of an agreement from the owner or occupier of such lands together with the application.

Initial Screening of application.

8. The Agency shall undertake an initial screening of the application together with any supporting documents to determine whether the research activity is in the best interest of Guyana.

Notification to applicant.

9. (1) After consideration of the application and supporting documents the Agency may notify the applicant that -

- (a) further information is required from the applicant as prescribed in regulation 4 (1); or
- (b) an amendment of the application be made;
- (c) an environmental impact assessment is required; or
- (d) consideration by the local or indigenous community is required.

(2) If none of the items mentioned in sub-paragraphs (a) to (d) are not deemed necessary the Agency shall communicate such determination within thirty days of the receipt of the application and supporting documents to the applicant and cause the application to be published in the *Gazette* and a daily newspaper of general circulation.

(3) Where the Agency determines that the application is not in the best interest of Guyana it shall inform the applicant accordingly.

Consideration of local, indigenous community.

10. (1) Where an application for bio-prospecting is to be conducted within areas of local and indigenous communities, the Agency shall subject to paragraph (2), summon a meeting of local or indigenous communities within the area identified in the application.

(2) The meeting shall be held within the area to which the application refers or at some place in proximity thereto.

(3) Not less than twenty-one days before the meeting the Agency shall -

- (a) cause a notice thereof to be published in the *Gazette* and in a daily newspaper of national circulation;
- (b) cause a copy of the notice to be posted at each post office and police station within the area; and
- (c) send by post a copy of the notice to the chairman of every local government organ within the area.

(4) The Agency shall subsequently appoint a person to lay the application and such other relevant information before the meeting and to explain them in a language fully understandable to the persons attending the meeting.

Report of meeting.

11. (1) The report of the meeting shall be deposited -
- (a) at each post office and police station within the area and;
 - (b) with the chairman of every local government organ having administrative control over any portion of the area identified in the application.
- (2) All documents deposited as required by this regulation shall be open to inspection by the public during office hours, without payment of a fee, for a period of fourteen days, from the date of such deposit.
- (3) Any member of a local or indigenous community within the area identified in the application may, within the aforesaid period of fourteen days, address a letter of protest to the Agency and such letter shall state the grounds on which the objection is based.

Agency to consider report of meeting.

12. As soon as conveniently possible after the expiration of the period of fourteen days the Agency shall consider the report of the meeting under regulation 11 (1) and the letters of protest under regulation 11 (3).

Requirement for environmental impact assessment.

13. (1) Where the Agency determines that an environmental impact assessment is required, such environmental impact assessment shall be conducted in accordance with the provisions of section 11 of the Act.

Research Agreement.

14. (1) Where the Agency is satisfied that with regard to an application for a Research Agreement to which these Regulations relate that -
- (a) the environmental or social impact of the research are not detrimental;
 - (b) the terms for benefit-sharing are in keeping with national development goals;
 - (c) the relevant permits or other authorisations have been obtained;
 - (d) where applicable, local and indigenous communities that may be affected have been consulted;

- (e) the applicant is capable of observing the conditions subject to which the Agreement may be issued;
- (f) the applicant possesses the legal capacity to enter into a Research Agreement, and
- (g) the requirements of these Regulations, the Species Protection Regulations, and any other environmental and conservation laws and any other law have been complied with;

shall enter into the type of Research Agreement for which an application was made.

Refusal to enter into Agreement.

15. (1) The Agency may refuse to enter into a Research Agreement where it has reason to believe that the agreement is not be in the best interest of Guyana, having regard to such factors as the Minister considers relevant including -

- (i) the report of the Environmental Impact Assessment Report mentioned in regulation 13;
- (ii) the report of the meeting mentioned in regulation 11;
- (iii) the letters of protest mentioned in regulation 11;
- (iv) the protection of certain species from over-exploitation; or,
- (v) the preservation of the character of the environment, including indigenous or local communities.

PART III

MINIMUM TERMS AND CONDITIONS OF A RESEARCH AGREEMENT

Negotiation of Research Agreement.

16. (1) Every person in the research team shall, prior to the commencement of the proposed research, enter into negotiations with the Agency for a Research Agreement establishing mutually agreed terms and conditions of the research.

- (2) Every Research Agreement shall be in Form B of the First Schedule and in the case of an academic or commercial research permit shall require the holder of the permit to -

- (i) collaborate or cooperate with local institutions or individuals identified by the Agency;
 - (ii) include a minimum of one local counterpart identified by the Agency on the research team; and
- (3) The local counterpart referred in paragraph (2) shall be the co-author or co-collector, as appropriate on the team.
- (4) Every person in the research team shall be a party to the Research Agreement and each shall be bound by the terms and conditions contained therein.
- (5) A Research Agreement shall be executed upon payment of the prescribed fee.

Benefit-sharing.

17. Every Research Agreement shall include provisions for the payment of an agreed part of any financial gain, including royalties derived from research and/or development of any biological or genetic material taken from Guyana, to the Government of Guyana, local or indigenous cultural community, individual person or designated beneficiary in the event that a commercial application is discovered.

Profits from commercial use.

18. Where commercial applications are developed with regard to specimen that was collected in Guyana, the parties to the agreement shall identify the Government of Guyana among the parties which shall be entitled to share in any profits that may be derived and shall consent to an independent public accountant examining the books and records as are necessary to ensure that payment is in accordance with the financial agreement that was arranged.

Patent application.

19. In the event that a commercial product is derived from specimen obtained in Guyana and a patent application is made with respect to such product, the parties to the Research Agreement shall inform the Government of Guyana within thirty days of the filing of the patent application.

Renewal of Research Agreement.

20. (1) A Research Agreement that is executed pursuant to these Regulations may, on its expiration, be renewed by the Agency where –

- (a) an application, accompanied by the fee prescribed under paragraph 4 is made not later than three months before the expiry of the Agreement;

- (b) the Agency is satisfied that there has been no material change in the circumstances that existed at the time the Agreement was entered into which would justify the application being treated as a new application in the manner specified in paragraph (2).

(2) Where the Agency -

- (a) receives an application for the renewal of a Research Agreement after the period specified in regulation 19 (1) (a); or

- (b) is satisfied that a material change has occurred since the execution of the Agreement,

it shall treat the application as a new application, and accordingly, the relevant provisions of these Regulations relating to the application for a Research Agreement shall apply.

Modification of Research Agreement.

21. (1) A party to a Research Agreement may apply to the Agency to vary or modify it stating clearly the reasons therefor.

(2) In considering an application under paragraph (1), the Agency shall have regard to the matters specified in regulation 4.

Suspension of Research Agreement.

22. (1) The Agency may suspend a Research Agreement for a breach of any provision of these Regulations or of any term or condition subject to which the Agreement was entered into.

(2) The Agency shall, on suspending an Agreement notify the holder thereof in writing -

- (a) stating the breach which gave rise to the suspension;

- (b) requiring the holder of the Agreement to remedy the breach;

- (c) stating the time within which the breach is to be remedied; and

- (d) stating whether the Agreement is to be returned within a specified time to the Agency.

(3) The Principal or any other party to the Agreement, upon remedying the breach, shall so inform the Agency and the Agency shall, if it is satisfied that the breach

is remedied, forthwith return the Agreement, as the case may be, to the Principal or other party.

Grounds for rescission of Research Agreement.

23. (1) Without prejudice to paragraph (2), the Agency may rescind a Research Agreement -

- (a) upon breach of a condition subject to which the Agreement was entered into;
- (b) where the party to the Agreement contravenes any of the provisions of these Regulations;
- (c) where the Agency is satisfied that information which was misleading, false or deceptive was submitted in support of the application for a Research Agreement and on the basis of which the Agreement was entered into;
- (d) upon failure of the parties to the Agreement to keep up-to-date records in accordance with regulations 28 or 29;
- (e) that the continuance of the Agreement shall impair the rights of the traditional users of biological resources;
- (f) where there has been an outbreak of disease among any animal or plant in respect of which an Agreement was entered into or there is a reason to believe that such an outbreak is imminent;
- (g) if the Agency is of the opinion that the Research Agreement is not in the interest of Guyana; or
- (h) for any other reason where the Agency thinks it proper to do so.

(2) Where the Agency rescinds an Agreement, he shall as soon as practicable thereafter notify the Principal and such notice shall state the reason for the rescission, and such rescission shall have effect on receipt of the notice.

Appeal against decision.

24. (1) Any person who is aggrieved by a decision of the Agency may at any time within fourteen days of the decision, by notice in writing appeal against such decision.

(2) Appeals shall be made to the Environment Appeals Tribunal, in accordance with rules applicable to appeals under the Act.

Compensation.

25. Compensation shall not be paid to any party to a Research Agreement where the decision to rescind it was necessary for the purposes of protecting and conserving the environment, any animal or plant or by reason of an unforeseeable change in circumstances on the basis of which the Agreement was entered into.

Non-transferability of Agreement.

26. A Research Agreement entered into under these Regulations shall not be transferable.

Validity of Research Agreement.

27. A Research Agreement entered into under these Regulations shall be valid for the period specified in the Research Agreement and may be renewed for an agreed period.

Reports.

28. (1) The Principal shall submit a quarterly report of the collections made, indicating the kind and quantity of the biological or genetic material, resources or specimen, information on the ecological condition of the study area or the relevant species that was collected to the Agency.

(2) The quarterly report shall contain the following matters:-

- (a) a photocopy of the written field notes;
- (b) a complete list of the number of specimen and the amount of biological and genetic material collected;
- (c) a description containing a reference number of the species which were not identified;
- (d) a complete up-to-date list of sightings in the research area within the framework of the sample design;
- (e) the intended use to which the specimen or material shall be put by the researcher;
- (f) information pertaining to the projected date of completion of the research project; and
- (g) such other information as the Agency may require.

Final Report.

29. (1) The Principal shall, within six months of the conclusion of the research project, submit two copies of a final report to the Agency.

(2) The final report shall, in addition to the matters mentioned in regulation 27, contain -

- (a) the final edited copy of any relevant scientific audio, photographic electronic images or audio-visual material taken by members of the research team;
- (b) information on the area of collection and the collector;
- (c) a list of private and government museums, herberia, zoos, breeding farms and ranches or any other institution that have used or are currently using Guyanese species as appropriate; and
- (d) two copies of the final report including a contour map of the area and sites at which collections were made.

Provided that the Agency may, in writing, dispense with, or modify any of the requirements of this regulation and regulation 27 in relation to a Principal where the Agency considers it appropriate to do so on the ground that the information to which the requirements relate is already available to the Agency.

Cooperation with Agency.

30. Bio-prospecting research, including technological development of a product derived from the collected biological or genetic resources by any foreign individual or entity shall be conducted in collaboration with the Agency.

Register.

31. (1) The Agency shall establish and maintain a Register of Research Agreements.

(2) Subject to paragraph (3), the Agency shall enter in the Register the details and status of every –

- (a) application, including the information the information supplied under regulation 11 (10 (a) (b));
- (b) Environmental Impact Assessment Report supplied under regulation 12 (2) (c);
- (c) Research Agreement, including the appropriate mitigation measures, other terms and conditions subject to which it is issued;

- (d) refusal to enter into a Research Agreement utilised or are currently developing, including database and other information and the reasons for refusal;
- (e) the date on which the permit is renewed;
- (f) the date and reason for revocation and suspension of the Agreement and in respect of suspension the period thereof; and
- (g) any other relevant remarks.

(3) The Agency shall omit from the Register any information which the applicant claims under regulation 4(3) should be treated as a trade secret or confidential business information.

(4) Every register under paragraph (1) shall be open for inspection by the public at the offices of the Agency during office hours, free of charge, and the Agency shall, on payment of the prescribed fee, make a copy an extract of any entry in such register at the request of any person.

PART IV

COLLECTION AND EXPORT OF SPECIMEN

Deposit of unicates.

32. The deposit of unicates shall be determined on a case-by-case basis.

Certificate of export.

33. (1) The Principal to an Agreement shall, before exporting any specimen from Guyana, obtain a certificate authorising such export from the Agency.

(2) The certificate shall verify that the terms of collection in the Agreement have been complied with.

Mounting of specimen.

34. The agreed materials and labels for the mounting of specimen shall be sent to Guyana not later than three months after the completion of the research.

Specimen to be deposited.

35. The number of specimen to be deposited will be determined on a case- by-case basis by the Agency and the Agency shall reserve the right to determine the number of each gender that is to be deposited.

Shared specimen.

36. Where specimen from Guyana is shared, the origin of the specimen shall be quoted as well as the collecting authorities and institutions.

Collection of fauna.

37. A maximum of twenty specimen per species of fauna may be collected from a maximum of ten locations.

Collection of flora.

38. A maximum of twelve voucher specimen may be collected per collecting number site and not more than a total of fifteen voucher specimen of a species of flora may be collected, if assumed to new science.

Deposit in alcohol.

39. Specimens shall, as far as practicable, be deposited in alcohol.

PART VI

RETURN OF SPECIMEN

Holotypes, isotypes to be returned.

40. Where a specimen of a species is exported from Guyana for the purposes of identification, the holotype and one copy of the isotype of every specimen of a species or any variations thereof shall be returned within one year of export.

Provided that where one specimen of a species is collected and is sent for the purposes of identification such specimen or any variations thereof shall be returned to Guyana within one year of its export from Guyana.

Identification and information.

41. Where the specimen is taxonomically identified such identification (labels) and specimen shall be returned to Guyana within three months of the completion of the identification process together with information on diskettes, including geo reference positions.

Property of Guyana.

42. Every biological and genetic material which is exported from Guyana shall be the property of Guyana.

Offence to breed, propagate without permission.

43. (1) No person shall, except with the written permission of the Agency, breed or propagate any live specimen to which these Regulations refer, that is exported from Guyana.

(4) Any person who contravenes paragraph (1) shall be guilty of an offence and shall be liable to a fine of not less than three hundred thousand dollars nor more than seven hundred and fifty thousand dollars and imprisonment for one year.

PART VII

OFFENCES AND PENALTIES

Misuse of information.

44. Any person who uses the research information other than in accordance with the terms of the agreement shall be guilty of an offence and shall be liable to a fine of not less than four hundred thousand dollars nor more than one million dollars and imprisonment for five years.

Breach of agreement.

45. Every person who uses any specimens, photographic electronic images or audiovisual material and illustrations for any other purpose except for which the permit was obtained shall be guilty of an offence and shall be liable to a fine of not less than four hundred thousand dollars nor more than one million dollars and imprisonment for five years.

Collection of endangered, rare species.

46. Any person who collects any species that are identified as rare, vulnerable, endangered or threatened shall be guilty of an offence and shall be liable to a fine of not less than seventy-five thousand dollars nor more than five hundred thousand dollars and to imprisonment for six months.

Export of biological material.

47. Any person who collects or exports any biological material or non-timber forest product except in accordance with these regulations shall be guilty of an offence and on summary conviction, shall be liable to a fine of not less than seven hundred thousand dollars and imprisonment for one year.

Order of court.

48. Where an offender has been convicted of an offence under these regulations, in addition to any fine or imprisonment, or other sanction that may be imposed the court may, after considering the nature of the offence and the circumstances surrounding its commission, make an additional order directing the offender to publish, at the offender's cost, in the place and manner prescribed, the facts relating to the conviction.

Additional fine.

49. Where an offender has been convicted of an offence under these regulations, the court may, where it is satisfied that as a result of the commission of the offence the offender acquired any monetary benefits or that monetary benefits accrued to the offender, order the offender to pay, notwithstanding the maximum amount of any fine that may otherwise be imposed under these Regulations, an additional fine in an amount equal in the court's estimation to the amount of those monetary benefits.

PART VIII

GENERAL PROVISIONS

Other obligations.

50. (1) Nothing in these Regulations shall exempt a permit holder or party to a Research Agreement from the obligation to comply with requirements under environmental or natural resource conservation laws or international agreements and other international practices and laws that relate to the collection of flora, fauna, micro-organisms and germplasm to which Guyana is a contracting party or signatory.

(2) The international agreements to which Guyana is a party are set out in the Second Schedule.

Amendment to Schedules.

51. (1) The Agency may at any time make amendments to the Schedules to these Regulations.

(2) Where Schedules are amended under paragraph (1), the Agency shall cause a copy of that Schedule to be published in a daily newspaper in Guyana.

SECOND SCHEDULE

(reg. 51)

LIST OF TREATIES TO WHICH GUYANA IS A PARTY

Convention on International Trade in Endangered Species of Flora and Fauna, 1973
(CITES)

United Nations Framework Convention on Climate Change, 1992 (UNFCCC)

United Nations Convention on the Law of the Sea, 1982, (UNCLOS)

United Nations Convention on Biodiversity, 1992

Vienna Convention for the Protection of the Ozone Layer, 1985 as amended by the
Montreal Protocol of 1987

International Convention on the Prevention of Pollution from Ships, (MARPOL 73/78) as
amended in 1978 and 1984

United Nations Convention to Combat Desertification, 1994

International Plant Protection Convention, 1952

Convention on the Protection of Workers Against Ionising Radiation,

Convention on the Prevention and Control of Occupational Hazards caused by
Carcinogenic Substances

Treaty of Amazonian Cooperation

FIRST SCHEDULE

(reg. 4)

FORM A

**APPLICATION FOR RESEARCH AGREEMENT TO CONDUCT
BIOPROSPECTING**

1. Name of Applicant (*in full*).....

2. Agency/Institution on behalf of which the application is being made, if
any.....

.....

3. Address of
Applicant.....

4. Descriptive title of
Project.....

5. Summary of proposed project (please also attach a copy of the project proposal -

(a) Objectives -

.....
.....

.....
.....

.....
.....

(b) Proposed site of the research (give as precise geographical delineation as possible) -

(c) Duration of the research

.....

(d) Description of the proposed research including specific tasks, objectives and activities
and methodology that will be employed to conduct the research, methodology
through which the research objectives will be achieved and for the collecting of
animal specimens, if applicable

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

(e) What kinds of material/information are to be collected/produced?

- Specimen/sample collection (specify nature and numbers)
- Variety of plants/seed
- Recordings (audio and video)
- Photographs
- Written notes
- Computer entries
- Reports
- Articles and scientific papers
- Other outputs (specify)

(f) Anticipated intermediate and final destinations of material/information/reports and specimen

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

(g) Intended Purpose of Project output

.....
.....

(State whether academic, commercial, industrial, other)

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.....
.....

(h) Composition of research team (attach brief curriculum vitae)

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.....
.....

(h) State whether any member of the research team is an accredited or licensed collector

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(j) Expected environmental and social impact

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6. Particulars of applicant's financial status, including the source of funding and local costs

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7. Actual or proposed linkages with local institutions or any affiliations with other institutions, private or public entities on whose behalf or in collaboration with whom the research is being conducted

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8. What training and/or other opportunities are in place for transfer of technology to local counterparts

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9. Do you intend to conduct research on lands legally owned or occupied by indigenous or local communities?

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10. Will any intellectual property rights will be affected?

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11. Description of immediate benefits that will accrue to Guyana (cash, barter services, specimens, sharing future production possibilities from research, royalties, equipment or materials)

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12. Description of long term benefit-sharing arrangements are in place for derived or synthesised products from genetic resources or associated knowledge?

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13. If individual applicant, give name of recommending institution, body or society

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Signed.....

Date

Applicant(s)

Considerations for EPA

1. Administration: Whether a Committee should be established to consider the application and advise the Minister.
2. Do you want a prior informed consent certificate to be issued when the application is submitted.