

GENERAL NOTICE

NOTICE 447 OF 2015

DEPARTMENT OF ENVIRONMENTAL AFFAIRS

NATIONAL ENVIRONMENTAL MANAGEMENT: BIODIVERSITY ACT, 2004 (ACT NO. 10 OF 2004)

AMENDMENTS TO THE REGULATIONS ON BIO-PROSPECTING, ACCESS AND BENEFIT-SHARING

I, Bomo Edith Edna Molewa, Minister of Environmental Affairs, hereby make regulations in terms of section 97(1), (e), (f), (g), and (h) of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004), set out in the Schedule hereto.



BOMO EDITH EDNA MOLEWA
MINISTER OF ENVIRONMENTAL AFFAIRS

SCHEDULE

TABLE OF CONTENTS

CHAPTER 1

INTERPRETATION, PURPOSE, AND APPLICATION OF REGULATIONS

1. Definitions
2. Purpose of Regulations
3. Application of these Regulations

CHAPTER 2

ISSUING AUTHORITY

4. Identification of issuing authority
5. Where to submit notifications or permit applications
6. Assistance by issuing authority to applicant or stakeholder
7. Consultation between issuing authority and relevant stakeholders
8. Issuing authority's right of access to information
9. Criteria to be taken into account by issuing authority when considering notifications or permit applications
10. Communication of decision on notifications or permit applications by the issuing authority
11. Registry of notifications, permit applications, and record of decisions

CHAPTER 3

PERMIT SYSTEM FOR BIOPROSPECTING AND FOR RESEARCH OTHER THAN BIOPROSPECTING

Part 1: Specification of applicants for permit or to notify

12. Applicant

Part 2: Discovery Phase of Bioprospecting

13. Notification
14. Discovery phase export permit

Part 3: Commercialisation Phase of Bioprospecting

15. Permit
16. Biotrade permit
17. Bioprospecting permit
18. Integrated biotrade and bioprospecting permit

Part 4: Research other than Bioprospecting

19. Export permit for research other than bioprospecting

Part 5: Procedures for submission of notifications or permit applications

20. Submission of notifications or permit applications

Part 6: Consideration of notifications or permit applications

21. Timeframes for issuing authority
22. Factors to be taken into account by issuing authority when considering notifications
23. Factors to be taken into account by issuing authority when considering discovery phase export permit applications
24. Factors to be taken into account by issuing authority when considering biotrade permit applications
25. Factors to be taken into account by issuing authority when considering bioprospecting permit applications
26. Factors to be taken into account by issuing authority when considering integrated biotrade and bioprospecting permit applications
27. Factors to be taken into account by issuing authority when considering export permit applications for research other than bioprospecting

Part 7: Refusal of notification or permit

28. Circumstances in which notifications or permits must be refused

Part 8: Registration of Notifications

29. Decision of issuing authority on notification
30. Compulsory conditions applicable to notifications

Part 9: Issuing of permits

31. Decision of issuing authority on permit applications
32. Content of permits
33. Compulsory conditions applicable to permit holders
34. Period of validity of permits

Part 10: Renewal or Amendment of permit

35. Applications for renewal or amendment of permits by Permit Holders
36. Consideration of and decision on permit renewal applications
37. Consideration of and decision on permit amendment applications

CHAPTER 4**MATERIAL TRANSFER AGREEMENTS, BENEFIT-SHARING AGREEMENTS
AND THE ADMINISTRATION OF THE BIOPROSPECTING TRUST FUND****Part 1: Agreements**

38. Material transfer agreement
39. Benefit-sharing agreement

Part 2: Administration of the Bioprospecting Trust Fund

40. The administration of the Bioprospecting Trust Fund

CHAPTER 5**GENERAL MATTERS**

41. Offences
42. Penalties
43. Repeal of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008

CHAPTER 6
TRANSITIONAL PROVISIONS

44. Continuation of regulated activities and permit issued in terms of the Bioprospecting, Access, and Benefit-Sharing Regulations, 2008
45. Pending applications for permits and appeals lodged in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008
46. Short title and commencement

CHAPTER 1

INTERPRETATION, PURPOSE AND APPLICATION OF REGULATIONS

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act has that meaning, and unless the context requires otherwise—

“applicant” means a person who has submitted a permit application or notification in terms of these Regulations;

“benefit-sharing agreement” means an agreement in the form of Annexure 12 to these Regulations, concluded between an applicant for a permit and a stakeholder or stakeholders identified in terms of section 82(1) (a) and (b) of the Act, which provides for sharing by the stakeholder or stakeholders in any future benefits that may be derived from bioprospecting to which the application relates;

“permit” means a permit issued in terms of these Regulations read with Chapter 7 of the Act;

“biotrade” means the buying and selling of milled, powdered, dried, sliced or extract of indigenous genetic and biological resources for further commercial exploitation;

“Bioprospecting Trust Fund” means the Fund established by section 85(1) of the Act;

“confidential information” means information which, if disclosed, may be detrimental to the commercial, associated traditional knowledge or financial interests of a party to a benefit-sharing agreement, and-

(a) includes—

- (i) information about research being or to be carried out including details of species to be collected and areas in which specified species are to be collected;
- (ii) financial, commercial, scientific or technical information including trade secrets;
- (iii) traditional knowledge if the disclosure of that knowledge may be detrimental to the relevant indigenous community or specific individual; but

(b) excludes information—

- (i) that has already been disclosed through publication in a scientific journal;
- (ii) if the parties consent to its disclosure;

“Department” means the Department responsible for environmental affairs;

“material transfer agreement” means an agreement in the form of Annexure 11 to these Regulations, concluded between an applicant for a permit and a stakeholder or stakeholders identified in terms of section 82(1)(a) of the Act, which provides for or giving access to the indigenous genetic and biological resources to which the application relates;

“NEMA” means the National Environmental Management Act, 1998 (Act No. 107 of 1998);

“the Act” means the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004);

“traditional use or knowledge” refers to the customary utilisation or knowledge of indigenous genetic and biological resources by an indigenous community or specific individual, in accordance with written or unwritten rules, usages, customs or practices traditionally observed, accepted and recognised by them, and include discoveries about the relevant indigenous genetic and biological resources by that community or individual.

Purpose of Regulations

2. (1) The purpose of the Regulations is to—

- (a) prescribe the notification process for the discovery phase of bioprospecting involving any indigenous genetic and biological resources contemplated in section 81A (2) of the Act;
- (b) prescribe the permit system set out in Chapter 7 of the Act insofar as that system applies to bioprospecting involving any indigenous genetic and biological resources or export from the Republic of any indigenous genetic and biological resources for the purpose of bioprospecting or any other kind of research;
- (c) set out the form and content of, and requirements and criteria for benefit-sharing and material transfer agreements; and
- (d) set out the administration process of the Bioprospecting Trust Fund.

Application of these Regulations

3. (1) These Regulations apply to-

- (a) commercial or industrial sectors that utilize any indigenous genetic and biological resources for biotrade or for research, application or

development of drugs, complementary medicines, nutraceuticals, industry enzymes, food flavours, fragrances, cosmetics, emulsifiers, oleoresins, colours, extracts, and essential oils.

- (b) commercial or industrial sectors that utilize traditional knowledge associated with any indigenous genetic and biological resources for biotrade or for research, application or development of drugs, complementary medicines, nutraceuticals, industry enzymes, food flavours, fragrances, cosmetics, emulsifiers, oleoresins, colours, extracts, and essential oils.
- (c) non-commercial sectors that export from the Republic any indigenous genetic and biological resources for a research to generate scientific data.

CHAPTER 2

ISSUING AUTHORITY

Identification of issuing authority

- 4. (1) The Minister is the issuing authority in terms of section 1 of the Act for—
 - (a) discovery phase export permits;
 - (b) biotrade permits;
 - (c) bioprospecting permits; or
 - (d) integrated biotrade and bioprospecting permits.
- (2) The MEC is the issuing authority in terms of section 1 of the Act for—
 - (a) export permit for research other than bioprospecting.

Where to submit notifications and applications

- 5. (1) The notification to the Minister contemplated in section 81A of the Act must be submitted to the Department.
- (2) If the Minister is the issuing authority in respect of an application for any of the permits contemplated in regulations 14 and 15 of these Regulations, such application must be submitted to the Department.
- (3) If the Minister has assigned or delegated powers and duties contemplated in regulation 3(1) and (2) of these Regulations to the MEC, the application must be submitted to the relevant provincial department responsible for environmental affairs.

- (4) The export permit for research other than bioprospecting contemplated in regulation 19 of these Regulations, must be submitted to the relevant provincial department responsible for environmental affairs, if the indigenous genetic and biological resources to be exported are collected or gathered in that province.

Assistance by issuing authority to applicant or stakeholder

6. (1) The issuing authority may upon request by an applicant or stakeholder—
- (a) give the applicant or stakeholder access to any guidelines, information on practices that have been developed or any other information in the possession of the issuing authority that is relevant to the permit application; or
 - (b) advise the applicant or stakeholder, either in writing or by way of discussions, of the nature and extent of any of the processes that must be followed in order to comply with the Act and these Regulations, provided that such advice, discussion or the lack thereof, shall in no way impact on the applicant's duty to comply with the provisions of the Act or these Regulations.
- (2) The issuing authority may, on written request, furnish the applicant or stakeholder with officially adopted minutes of any meeting held or discussion that took place, contemplated in subregulation (1) (b), between the issuing authority and the applicant or stakeholder.

Consultation between the issuing authority and relevant stakeholders

7. (1) The issuing authority may consult with the relevant stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act, after the submission of an application by the applicant for any of the permits contemplated in regulations 14 and 15 of these Regulations.
- (2) When consulting with the relevant stakeholder or stakeholders the issuing authority must have regard to section 82(4) of the Act as well as protecting any interests that the stakeholder or stakeholders contemplated in section 82(1)(a) and (b) of the Act may have in the proposed bioprospecting project.

Issuing authority's right of access to information

8. (1) The issuing authority is entitled to all information that reasonably has or may have the potential to influence any decision with regard to an application for any of the permits contemplated in regulations 14, 15, and 19 of these Regulations unless access to that information is protected by law.
- (2) Unless access to the information contemplated in subregulation (1) is protected by law, an applicant or relevant stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act in possession of that information must, on request by the issuing authority, disclose that information

to the issuing authority, whether or not such information is favourable to the applicant.

Criteria to be taken into account by issuing authority when considering notifications or permit applications

9. (1) When considering a notification contemplated in regulation 13 of these Regulations or an application for any of the permits contemplated in regulations 14,15, and 19 of these Regulations, the issuing authority must—

- (a) comply with the Act;
- (b) take into account all relevant factors, which may include—
 - (i) documentary proof that the relevant stakeholders have been identified by the applicant in accordance with section 82(1) of the Act;
 - (ii) documentary proof that there has been disclosure of relevant information to all the stakeholders that have been identified;
 - (iii) documentary proof that the applicant has obtained the prior consent of any person, including any organ of state or community providing or giving access to the indigenous genetic and biological resources to which the application relates, and material transfer and benefit-sharing agreements have been entered into with such stakeholders;
 - (iv) documentary proof that the applicant has obtained the prior consent of affected indigenous communities or individuals, and benefit-sharing agreements have been entered into with such communities or individuals;
 - (v) any comments received from the relevant stakeholders or affected indigenous communities or individuals during the consultation meetings between the issuing authority and relevant stakeholders;
 - (vi) the conservation of biodiversity in South Africa;
 - (vii) the economic development of South Africa;
 - (viii) enhancement of the scientific knowledge and technical capacity of South African citizen and institutions;
 - (ix) any guidelines and departmental policies that have been adopted or any other information in the possession of the issuing authority that is relevant to the application;
 - (x) any alleged non-compliance by the applicant with any of the provisions of the Act;

- (xi) all the information and documentation contained in the application form and submitted by the applicant, including any additional information requested by the issuing authority in terms of the Act or these Regulations; and
- (xii) documentary proof that the affected indigenous community has adopted a community resolution authorizing a representative to give prior consent to the applicant, giving access to indigenous genetic and biological resources and traditional knowledge associated with the use of indigenous genetic and biological resource and to further enter into benefit sharing and material transfer agreements on behalf of the indigenous community.

Communication of decision on notifications or permit applications by the Issuing authority

10. After an issuing authority has reached a decision on any of the applications for a permit contemplated in regulations 14,15, and 19 of these Regulations, the issuing authority must, in writing and within 15 (fifteen) working days—
- (a) inform the applicant of the decision;
 - (b) inform the stakeholders contemplated in section 82(1) (a) and (b) of the Act, of the decision; and
 - (c) on written request give reasons for the decision to the applicant or stakeholders.

Registry of notifications, permit applications, and record of decisions

11. The issuing authority must keep—
- (a) a register of all permit applications received in terms of these Regulations;
 - (b) a register of all notifications received in terms of these Regulations
 - (c) records of all decisions in respect of the permit applications; and
 - (d) records of all decisions in respect of the Material Transfer Agreements and the Benefit Sharing Agreements by the Minister.

CHAPTER 3

PERMIT SYSTEM FOR BIOPROSPECTING AND FOR RESEARCH OTHER THAN BIOPROSPECTING

Part 1: Specification of applicants for Permits or to Notification

Applicant

12. A permit or notification in terms of the Act may only be issued to or submitted by—
- (a) a juristic person registered in terms of South African law;
 - (b) a natural person, who is a South African citizen or a permanent resident of South Africa; or
 - (c) a juristic person that is not registered in terms of South African law or a natural person who is not a South African citizen or a permanent resident of South Africa, if that juristic person or foreign national applies jointly with a juristic or natural person referred to in paragraphs (a) or (b) above.

Part 2: Discovery phase of bioprospecting

Notification

- 13.(1) The notification to the Minister contemplated in section 81A of the Act by any person who engages in the discovery phase of bioprospecting involving any indigenous genetic and biological resources or associated traditional knowledge must be submitted in the form of Annexure 1 to these Regulations.
- (2) A notification must be accompanied by proof that prior consent of the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act for the provision of or access to the indigenous genetic and biological resources or associated traditional knowledge, has been obtained.

Discovery phase export permit

14. (1) A person who wishes to export from the Republic any indigenous genetic and biological resources for the purpose of bioprospecting for commercial research must obtain a discovery phase export permit from the issuing authority.
- (2) An application for a discovery phase export permit must be submitted in the form of Annexure 2 to these Regulations.
- (3) An application for a discovery phase export permit must be accompanied by the following:

- (a) notification to the Minister in the form of Annexure 1 of these Regulations
- (b) proof of prior consent from the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act for the provision of or access to the indigenous genetic and biological resources and/or associated traditional knowledge;
- (c) signed material transfer agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) of the Act for the provision of or access to the indigenous genetic and biological resources;
- (d) signed benefit-sharing agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) and (b) of the Act for the provision of access to the indigenous genetic and biological resources or traditional knowledge associated with indigenous genetic and biological resources; and
- (e) non-refundable fee specified in Annexure 4 to these Regulations.

Part 3: Commercialisation phase of bioprospecting permits

Permit

15. Commercialisation phase of bioprospecting may be authorised in terms of any of the following permits:
- (a) biotrade permit;
 - (b) bioprospecting permit; or
 - (c) integrated biotrade and bioprospecting permit.

Biotrade permit

16. (1) A person who wishes to engage in biotrade within the Republic, must obtain a biotrade permit from the issuing authority.
- (2) A biotrade permit referred to in paragraph (1) above, may also be used for export from the Republic of any indigenous genetic and biological resources covered in the permit application.
- (3) An application for a biotrade permit must be submitted in the form of Annexure 5 to these Regulations.

- (4) An application for a biotrade permit must be accompanied by the following:
- (a) proof of prior consent from the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act for the provision of access to the indigenous genetic and biological resources or traditional knowledge associated with indigenous genetic and biological resources;
 - (b) signed material transfer agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) of the Act for the provision of access to the indigenous genetic and biological resources;
 - (c) signed benefit-sharing agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) and (b) of the Act; or
 - (d) if it has not been possible to conclude agreements referred to in paragraphs (b) or (c) above, a request for the intervention of the issuing authority for the purposes of facilitating the negotiations for such agreement in accordance with section 82(4) (b) of the Act; and
 - (e) non-refundable fee specified in Annexure 4 to these Regulations.
- (5) An application for a biotrade permit by a subsequent trader of indigenous genetic and biological resources purchased from a holder or holders of the biotrade permit issued in terms of these Regulations, must be submitted in the form of Annexure 5 to these Regulations and must be accompanied by—
- (a) a letter of consent from the permit holder or holders, including how the legal obligation of the subsequent trader in terms of section 82 of the Act will be covered by the existing biotrade permit; and
 - (b) a non-refundable fee specified in Annexure 4 of these Regulations.

Bioprospecting permit

17. (1) A person who engages in bioprospecting involving any indigenous genetic and biological resources within the Republic, must obtain a bioprospecting permit from the issuing authority.
- (2) A bioprospecting permit referred to in paragraph (1) above, may also be used for export from the Republic of any indigenous genetic and biological resources covered in the permit application.
- (3) An application for a bioprospecting permit must be submitted in the form of Annexure 5 to these Regulations.

- (4) An application for a bioprospecting permit must be accompanied by the following:
- (a) proof of prior consent from the stakeholder or stakeholders contemplated in section 82(1)(a) and (b) of the Act for the provision of access to the indigenous genetic and biological resources or traditional knowledge associated with indigenous genetic and biological resources;
 - (b) signed material transfer agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) of the Act for the provision of access to the indigenous genetic and biological resources;
 - (c) signed benefit-sharing agreement, between the applicant and the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act, or
 - (d) if it has not been possible to conclude agreements referred to in paragraphs (b) or (c) above, a request for the intervention of the issuing authority for the purposes of facilitating the negotiations for such agreement in accordance with section 82(4) (b) of the Act; and
 - (e) non-refundable fee specified in Annexure 4 to these Regulations.

Integrated biotrade and bioprospecting permit

18. (1) A person who wishes to engage in both biotrade and bioprospecting involving indigenous genetic and biological resources within the Republic, must obtain an integrated biotrade and bioprospecting permit from the issuing authority.
- (2) An integrated biotrade and bioprospecting permit referred to in paragraph (1) above, may also be used for export from the Republic of any indigenous genetic and biological resources covered in the permit application.
 - (3) An application for an integrated biotrade and bioprospecting permit must be submitted in the form of Annexure 5 to these Regulations.
 - (4) An application for an integrated biotrade and bioprospecting permit must be accompanied by the following:
 - (a) proof of prior consent from the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act for the provision of or access to the indigenous genetic and biological resources or traditional knowledge associated with indigenous genetic and biological resources;
 - (b) signed material transfer agreement between the applicant and the stakeholder or stakeholders contemplated in section 82(1)(a) of the

Act for the provision of access to the indigenous genetic and biological resources;

- (c) signed benefit-sharing agreement, if such an agreement has been signed between the applicant and the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act, or
- (d) if it has not been possible to conclude such agreements referred to in paragraphs (b) or (c) above,, a request for the intervention of the issuing authority for the purposes of facilitating the negotiations for such agreement in accordance with section 82(4) (b) of the Act; and
- (e) non-refundable fee specified in Annexure 4 to these Regulations.

Part 4: Research other than Bioprospecting

Export permit for research other than bioprospecting

19. (1) A person who wishes to export from the Republic any indigenous genetic and biological resources for research other than bioprospecting must obtain an export permit for research other than bioprospecting from the issuing authority.
- (2) An application for an export permit for research other than bioprospecting must be submitted in the form of Annexure 3 to these Regulations.
 - (3) An application for an export permit for research other than bioprospecting must be accompanied by the following:
 - (a) the specification of the indigenous genetic and biological resources involved;
 - (b) the specification of the quantity of the indigenous genetic and biological resources involved;
 - (c) the specification of the source of the indigenous genetic and biological resources;
 - (d) the purpose for which such indigenous genetic and biological resources are to be exported; and
 - (e) non-refundable fee specified in Annexure 4 to these Regulations.

Part 5: Procedures for submission of Notifications and Permit Applications

Submission of notifications and permit applications

20. (1) A notification contemplated in regulation 13 of the Regulations and a permit application contemplated in regulations 14, 15, and 19 of these Regulations must be submitted to the issuing authority in the following manner:
- (a) by e-mail;
 - (b) by registered mail;
 - (c) by ordinary mail;
 - (d) by hand delivery;
 - (e) by fax; or
 - (f) electronically on-line.
- (2) A notification contemplated in regulation 13 of these Regulations must contain all information that is required in the notification form set out in Annexure 1 to these Regulations.
- (3) An application for any of the permits contemplated in regulations 14, 15, and 19 of these Regulations must contain all information that is required in the prescribed application forms.

Part 6: Consideration of permit applications

Timeframes for issuing authority

21. (1) On receipt of a notification contemplated in regulation 13 of these Regulations or an application for a permit contemplated in regulations 14, 15, and 19 of these Regulations, the issuing authority must, if satisfied that all the prescribed and requested information has been submitted, consider and decide such an application within 120 (hundred and twenty) working days after date of receipt of such an application.
- (2) Where the issuing authority requires additional information to be submitted by the applicant, the issuing authority must within 10 (ten) working days after the date of receipt of such an application and in writing, request the applicant to submit such information within 20 (twenty) working days after date of receipt of such a request.
- (3) If the additional information requested is not submitted to the issuing authority within 30 (thirty) working days after such a request, such an application must be deemed withdrawn.

- (4) If the information submitted by the applicant to the issuing authority is sufficient, but the issuing authority is unable to comply with the timeframe contemplated in subregulation (1), the issuing authority must-
- (a) indicate in writing to the applicant, prior to the lapsing of the timeframe contemplated in subregulation (1), that such an application will be decided within 30 (thirty) working days after the lapsing of the timeframe contemplated in subregulation (1); and
 - (b) provide written reasons to the applicant, prior to the lapsing of the timeframe contemplated in subregulation (1), why the issuing authority will not be able to comply with the timeframe contemplated in subregulation (1).
- (5) Upon the lapsing of the extension contemplated in subregulation (4), the provisions of section 6(2) (g) and (3) of the Promotion of Administrative Justice Act, 2000 will apply.

Factors to be taken into account by issuing authority when considering notifications

22. When considering a notification for a discovery phase of bioprospecting, the issuing authority must take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 13 of these Regulations:
- (a) assess the manner in which the potential impact of the discovery phase of bioprospecting on the indigenous genetic and biological resources will be minimized and remedied;
 - (b) assess that the impact of the discovery phase of bioprospecting on the indigenous genetic and biological resources will be negligible or will not deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Factors to be taken into account by issuing authority when considering discovery phase export permits

23. When considering an application for a discovery phase export permit, the issuing authority must also take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 14 of these Regulations:
- (a) assess the manner in which the potential impact of the discovery phase of bioprospecting on the indigenous genetic and biological resources will be minimized and remedied;
 - (b) assess that the impact of the discovery phase of bioprospecting on the indigenous genetic and biological resources will be negligible or will not

deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Factors to be taken into account by issuing authority when considering biotrade permits

24. When considering an application for a biotrade permit, the issuing authority must also take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 16 of these Regulations:
- (a) assess the manner in which the potential impact of the biotrade on the indigenous genetic and biological resources will be minimized and remedied;
 - (b) assess that the impact of the biotrade on the indigenous genetic and biological resources will be negligible or will not deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Factors to be taken into account by issuing authority when considering bioprospecting permits

25. When considering an application for a bioprospecting permit, the issuing authority must also take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 17 of these Regulations:
- (a) assess the manner in which the potential impact of the bioprospecting on the indigenous genetic and biological resources will be minimized and remedied;
 - (b) assess that the impact of the bioprospecting on the indigenous genetic and biological resources will be negligible or will not deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Factors to be taken into account by issuing authority when considering integrated biotrade and bioprospecting permits

26. When considering an application for integrated biotrade and bioprospecting permit, the issuing authority must also take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 18 of these Regulations:
- (a) assess the manner in which the potential impact of the integrated biotrade and bioprospecting on the indigenous genetic and biological resources will be minimized and remedied;

- (b) assess that the impact of the integrated biotrade and bioprospecting on the indigenous genetic and biological resources will be negligible or will not deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Factors to be taken into account by issuing authority when considering export permits for research other than bioprospecting

27. When considering an application for an export permit for research other than bioprospecting, the issuing authority must also take into consideration the following factors, in addition to the factors set out in regulation 9 of these Regulations and the procedures outlined in regulation 19 of these Regulations:
- (a) assess the manner in which the potential impact of the research other than bioprospecting on the indigenous genetic and biological resources will be minimized and remedied;
 - (b) assess that the impact of the research other than bioprospecting on the indigenous genetic and biological resources will be negligible or will not deplete an indigenous genetic and biological resource beyond a level where its integrity is jeopardized.

Part 7: Refusal of notification or permit

Circumstances in which notifications and permits must be refused

- 28.(1) The issuing authority must refuse to register a notification set out in regulation 13 of these Regulations if the applicant fails to comply with any of the legal requirements set out in regulations 9, and 22 of these Regulations.
- (2) The issuing authority must refuse to issue any of the permits set out in regulations 14, 15, and 19 of these Regulations if the applicant fails to comply with any of the legal requirements set out in regulations 9, 23, 24, 25, 26, and 27 of these Regulations.
 - (3) Notifications that do not comply with the requirements set out in regulation 13 are deemed to be incomplete and will not be considered by the issuing authority.
 - (4) Applications that do not comply with the requirements set out in regulations 14, 16, 17, 18, and 19 are deemed to be incomplete and will not be considered by the issuing authority.

Part 8: Registration of Notification

Decision of issuing authority on notifications

29. (1) The issuing authority may only register the notification contemplated in regulation 13 of these Regulations if the applicant complies with the legal requirements set out in regulations 9, and 22 of these Regulations.
- (2) The issuing authority may consult, before making a decision on any of the notifications contemplated in regulation 13 of these Regulations, any person or persons competent to provide technical advice.
- (3) If the decision of the issuing authority is to register the notification contemplated in regulation 13 of these Regulations subject to certain conditions, the issuing authority must—
- (a) give written reasons for the decision to the applicant, if required by the applicant; and
 - (b) inform the applicant of his or her right to appeal against the decision of the issuing authority to the relevant appeal authority.
- (4) If the decision of the issuing authority is to refuse to register the notification contemplated in regulation 13 of these Regulations, the issuing authority must, in addition to the legal requirement set out in section 88(5) of the Act, inform the applicant of his or her right to appeal against the decision of the issuing authority to the relevant appeal authority.
- (5) The issuing authority must not register a notification contemplated in regulation 13 of these Regulations with retrospective effect.

Compulsory conditions applicable to notifications

30. (1) The notification to the Minister contemplated in section 81A (1) of the Act must be subject to the conditions that the—
- (a) applicant must, on an annual basis or such alternative timeframe as determined by the issuing authority, submit a status report on the discovery phase of the bioprospecting to the issuing authority in a format determined by the issuing authority.
 - (b) permit holder is liable for the costs of mitigating or remedying the impact of discovery phase of bioprospecting on the environment, in accordance with section 28 of the NEMA.

Part 9: Issuing of permits

Decision of issuing authority on permit applications

31. (1) The issuing authority may only issue any of the permit contemplated in regulations 14, 15, and 19 of these Regulations if the applicant complies with the legal requirements set out in regulations 9, 23, 24, 25, 26, and 27 of these Regulations.
- (2) The issuing authority may consult, before making a decision on any of the permits contemplated in regulations 14, 15, and 19 of these Regulations, any person or persons competent to provide technical advice.
- (3) If the decision of the issuing authority is to grant any of the permits contemplated in regulations 14, 15, and 19 of these Regulations subject to certain conditions, the issuing authority must—
- (a) give reasons for the decision to the applicant if required by the applicant; and
- (b) inform the applicant of his or her right to appeal against the decision of the issuing authority to the relevant appeal authority.
- (4) If the decision of the issuing authority is to refuse the application for any of the permits contemplated in regulations 14, 15, and 19 of these Regulations, the issuing authority must, in addition to the legal requirement set out in section 88(5) of the Act, inform the applicant of his or her right to appeal against the decision of the issuing authority to the relevant appeal authority.
- (5) The issuing authority must not issue any of the permits contemplated in regulations 14, 15, and 19 of these Regulations with retrospective effect.

Content of permits

32. (1) A discovery phase export permit must be issued in the prescribed form set out in Annexure 6 to these Regulations.
- (2) A biotrade permit must be issued in the prescribed form set out in Annexure 8 to these Regulations.
- (3) A bioprospecting permit must be issued in the prescribed form set out in Annexure 9 to these Regulations.
- (4) An integrated biotrade and bioprospecting permit must be issued in the prescribed form set out in Annexure 10 to these Regulations.
- (5) An export permit for research other than bioprospecting must be issued in the prescribed form set out in Annexure 7 to these Regulations.

Compulsory conditions applicable to permit holders

33. (1) A discovery phase export permit must be issued subject to the conditions that the-

- (a) permit holder must, on an annual basis or such alternative timeframe as determined by the issuing authority, submit a status report on the discovery phase of the bioprospecting to the issuing authority in a format determined by the issuing authority;
 - (b) permit holder is liable for the costs of mitigating or remedying the impact of discovery phase of bioprospecting on the environment, in accordance with section 28 of the NEMA; and
 - (c) indigenous genetic and biological resources to which the permit relates may not be sold, donated or transferred to a third party without the written consent of the issuing authority.
- (2) A biotrade permit must be issued subject to the conditions that-
- (a) all money due to stakeholders in terms of a benefit-sharing agreement must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
 - (b) the permit holder must notify the Department when money due to stakeholders as specified in the benefit-sharing agreement will be transferred or paid into the Bioprospecting Trust Fund;
 - (c) the permit holder must notify the stakeholder or stakeholders entitled to a monetary benefit in terms of the benefit-sharing agreement that money was transferred or paid into the Bioprospecting Trust Fund;
 - (d) the permit holder must, on an annual and biannual basis or such alternative timeframe as determined by the issuing authority, submit a status report to the issuing authority in a format determined by the issuing authority; and
 - (e) the permit holder is liable for the costs of mitigating or remedying the impact of biotrade on the environment, in accordance with section 28 of the NEMA.
- (3) A bioprospecting permit must be issued subject to the conditions that-
- (a) all money due to stakeholders in terms of a benefit-sharing agreement must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
 - (b) the permit holder must notify the Department when money due to stakeholders as specified in the benefit-sharing agreement will be transferred or paid into the Bioprospecting Trust Fund;
 - (c) the permit holder must notify stakeholder or stakeholders entitled to a monetary benefit in terms of the benefit-sharing agreement that money was transferred or paid into the Bioprospecting Trust Fund;

- (d) the permit holder must, on an annual basis or such alternative timeframe as determined by the issuing authority, submit a status report to the issuing authority in a format determined by the issuing authority;
 - (e) the indigenous genetic and biological resources to which a permit relates may not be sold, donated or transferred to a third party without the written consent of the issuing authority; and
 - (f) the permit holder is liable for the costs of mitigating or remedying the impact of bioprospecting on the environment, in accordance with section 28 of the NEMA.
- (4) An integrated biotrade and bioprospecting permit must be issued subject to the conditions that-
- (a) all money due to stakeholders in terms of a benefit-sharing agreement and must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
 - (b) the permit holder must notify the Department when money due to stakeholders as specified in the benefit-sharing agreement will be transferred or paid into the Bioprospecting Trust Fund;
 - (c) the permit holder must notify stakeholder or stakeholders entitled to a monetary benefit in terms of the benefit-sharing agreement that money was transferred or paid into the Bioprospecting Trust Fund;
 - (d) the permit holder must, on an annual basis or such alternative timeframe as determined by the issuing authority, submit a status report to the issuing authority in a format determined by the issuing authority;
 - (e) the indigenous genetic and biological resources to which a bioprospecting component of a permit relates may not be sold, donated or transferred to a third party without the written consent of the issuing authority; and
 - (f) the permit holder is liable for the costs of mitigating or remedying the impact of integrated biotrade and bioprospecting on the environment, in accordance with section 28 of the NEMA.
- (5) An export permit for research other than bioprospecting must be issued subject to the conditions that-
- (a) the indigenous genetic and biological resources to which the permit relates may only be used for non-commercial research purposes as specified in the permit;

- (b) the indigenous genetic and biological resources to which the permit relates may not be used for bioprospecting;
- (c) the permit holder will be liable for the costs of mitigating or remedying the impact of the export on the environment, in accordance with section 28 of the NEMA;
- (d) the indigenous genetic and biological resources to which the permit relates may not be sold, donated or transferred to a third party without the written consent of the issuing authority, which consent will not be given if the third party intends using the indigenous genetic and biological resources for bioprospecting purposes; and
- (e) the permit holder must, on an annual basis or such alternative timeframe as determined by the issuing authority, submit a status report to the issuing authority in a format determined by the issuing authority.

Period of validity of permits

34. (1) Any of the permits contemplated in regulations 14, 15, and 19 of these Regulations is only valid for specific period, and involves only the indigenous genetic and biological resources relating to such permit.
- (2) (a) A discovery phase export permit may be issued for a permitted use.
- (b) A biotrade permit may be issued with a period of validity not exceeding 5 (five) years.
 - (c) A bioprospecting permit may be issued with a period of validity not exceeding 5 (five) years.
 - (d) An integrated biotrade and bioprospecting permit may be issued with a period of validity not exceeding 5 (five) years.
 - (e) An export permit for research other than bioprospecting may be issued for permitted use.

Part 10: Renewal or Amendment of permit

Applications for renewal or amendment of permits by Permit Holders

35. (1) A permit holder may, before the expiry date of a permit, apply to an issuing authority for the renewal of such permit.
- (2) A permit holder may, after the first annual project status reporting, apply at any time to an issuing authority for the amendment of such permit.

- (3) An application for the renewal or amendment of a permit must be submitted in the form of Annexure 2, 3, or 5 to these Regulations.
- (4) An application for the renewal or amendment of a permit must be accompanied by a non-refundable fee specified in Annexure 4 of these Regulations.

Consideration of and decision on permit renewal applications

36. (1) On receipt of an application in terms of regulation 36 of these Regulations, an issuing authority –

- (a) must have regard to the same matters which it was required to consider when deciding on the initial application for that permit;
 - (b) must have regard to the permit conditions subject to which the permit was issued were complied with by the permit holder;
 - (c) must consider how the conservation status of the indigenous genetic and biological resources has been maintained or sustainably utilised;
 - (d) If the conservation status of the species has deteriorated, the issuing authority may request a risk assessment to be submitted prior to considering renewal of the permit;
 - (e) may for good reason amend or substitute any condition attached to a permit and any new information at the time of the renewal application; and
 - (f) may require the applicant to furnish additional information.
- (2) After having reached a decision on an application for renewal, the issuing authority must–
- (a) if the application was approved, issue a new permit in the name of the applicant; and
 - (b) if the application was refused–
 - (i) notify the applicant of the decision, in writing within 15 working days;
 - (ii) give written reasons for the refusal if required by the applicant; and
 - (iii) inform the applicant of his or her right to appeal against the decision.

Consideration of and decision on permit amendment applications

37. (1) On receipt of an application in terms of regulation 36 of these

Regulations, an issuing authority–

- (a) must consider whether the granting of the application is likely to adversely affect the environment or the rights or interest of relevant stakeholders;
 - (b) may for good reason amend or substitute any condition attached to a permit and any new information at the time of the amendment application; and
 - (c) may require the applicant to furnish additional information.
- (2) A permit may be amended by–
- (a) removing a condition;
 - (b) changing a condition;
 - (c) changing the quantity of the indigenous genetic and biological resources involved;
 - (d) removing or adding indigenous genetic and biological resources;
 - (e) adding specific permit conditions;
 - (f) updating or changing any contact details on the permit issued; or
 - (g) correcting a technical or editorial error on the permit issued.
- (3) The issuing authority must promptly decide on the application if–
- (a) the application is for a non-substantive amendment or interests of the stakeholder or stakeholders as contemplated in section 82 of the Act are not likely to be adversely affected; or
 - (b) If the application is for a substantive amendment, or if the environment or rights or interests of the stakeholder or stakeholders as contemplated in section 82 of the Act are likely to be adversely affected, the issuing authority, must before deciding on the application consider the relevant factors in Chapter 2 of these regulations.

- (4) After having reached a decision on an application, the issuing authority must—
- (a) notify the applicant of the decision, in writing within 15 working days;
 - (b) if the application was approved, issue an amended permit to the applicant; or
 - (c) if the application was refused—
 - (i) give written reasons for the refusal to the applicant; and
 - (ii) inform the applicant of his or her right to appeal against the decision of the issuing authority to the relevant appeal authority.

CHAPTER 4

MATERIAL TRANSFER AGREEMENTS, BENEFIT SHARING AGREEMENTS AND THE ADMINISTRATION OF THE BIOPROSPECTING FUND

Part 1: Agreements

Material transfer agreement

38. (1) Parties to a material transfer agreement are the applicant and the stakeholder or stakeholders contemplated in section 82(1) (a) of the Act for the provision of access to the indigenous genetic and biological resources to which the application for any of the permits relates.
- (2) A material transfer agreement must be in the prescribed format set out in Annexure 11 to these Regulations.
- (3) The Minister must approve all material transfer agreements or any other amendment to such agreements, in accordance with section 84(2) of the Act.
- (4) If the stakeholder, that is party to the material transfer agreement, is a community, a community resolution authorizing a representative to enter into material transfer agreement, must be in the prescribed format set out in Annexure 13 to these Regulations.

Benefit-sharing agreements

39. (1) Parties to a benefit-sharing agreement are the applicant and the stakeholder or stakeholders contemplated in section 82(1) (a) and (b) of the Act for the provision of or access to the indigenous genetic and biological resources or associated traditional knowledge to which the application for any of the permits relates.

- (2) If for whatever reason, the stakeholders contemplated in section 82(1)(a) and (b) of the Act, cannot be identified for the provision of or access to the indigenous genetic and biological resources to which the application for any of the permits relates, the Director-General must enter into a benefit-sharing agreement with the applicant.
- (3) A benefit-sharing agreement contemplated in subregulation (2) must achieve one or more of the following benefits:
 - (a) conservation of the indigenous genetic and biological resources;
 - (b) support for further research on indigenous genetic and biological resources and traditional knowledge;
 - (c) enhancement of the scientific knowledge and technical capacity to conserve, use and develop indigenous genetic and biological resources;
 - (d) any other activity that promotes the conservation, sustainable use and development of indigenous biological resources for the benefit of South Africa; or
 - (e) improve livelihoods of the communities and enhancement of technical capacity of the communities or individuals involved.
- (4) A benefit-sharing agreement must be in the prescribed format set out in Annexure 12 to these Regulations.
- (5) The Minister may refuse to approve a benefit-sharing agreement if it does not achieve one or more of the benefits contemplated in subregulation (3).
- (6) Before approving a benefit-sharing agreement or any amendment to such an agreement in terms of section 83(2) of the Act, the Minister—
 - (a) must be satisfied that the benefit-sharing agreement is fair and equitable to all parties;
 - (b) may consult any person or persons competent to provide technical advice on the benefit-sharing agreement; or
 - (c) may invite public comment on the benefit-sharing agreement provided that no confidential information is made public.
- (7) If the stakeholder, that is party to the benefit sharing agreement, is an indigenous community or community, a community resolution authorizing a representative to enter into benefit sharing agreement, must be in the prescribed format set out in Annexure 13 to these Regulations.

Part 2: Administration of the Bioprospecting Trust Fund

The administration of the Bioprospecting Trust Fund

40. (1) The Bioprospecting Trust Fund established in terms of section 85 of the Act must be managed by the Director-General in terms of the Treasury Regulations issued in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- (2) For the purposes of complying with the relevant provisions of the Treasury Regulations—
- (a) each benefit-sharing agreement must be regarded as the trust instrument that details the specific purpose for which money received by the Bioprospecting Trust Fund may be used;
 - (b) the Director-General is responsible for the safekeeping and proper use of all money received by the Bioprospecting Trust Fund, in accordance with the relevant benefit-sharing agreement.
- (3) The Director-General must—
- (a) notify permit holders of any of the permits contemplated in regulations 14 and 15 of these Regulations of the banking details of the Bioprospecting Trust Fund, which details must be handed to such permit holders on issuance of any of the permits contemplated in regulations 14 and 15 of these Regulations;
 - (b) inform the parties to the benefit-sharing agreement of—
 - (i) any money received in respect of such agreement;
 - (ii) the amount due to each stakeholder or stakeholders in terms of such agreement; and
 - (c) distribute all monies received in accordance with the benefit-sharing agreement.
- (4) The Director-General legal obligations in terms of subregulation (3) may be discharged annually unless a different time period is—
- (a) stipulated in the relevant benefit-sharing agreement; or
 - (b) agreed between the Director-General and the parties to a benefit-sharing agreement.
- (5) If for whatever reason, there is money in the Bioprospecting Trust Fund that is not due to any party in terms of the benefit-sharing agreement, the Director-General must use the money for one or more of the following purposes:
- (a) to conserve the indigenous genetic and biological resources;

- (b) to support further research on indigenous genetic biological resources and indigenous knowledge;
 - (c) to build capacity amongst indigenous communities—
 - (i) as to their rights in terms of the Act; and
 - (ii) to enable them to negotiate benefit-sharing agreements that is fair and equitable;
 - (d) to enhance scientific knowledge and technical capacity to conserve, use and develop indigenous genetic and biological resources; or
 - (e) any other activity that promotes the conservation, sustainable use and development of indigenous genetic biological resources for the benefit of the Republic of South Africa.
- (6) If it is not possible, for whatever reason, to pay any party money due to them in terms of a benefit-sharing agreement, the Director-General must—
- (a) ascertain if there is another person or body to whom the money should legally be paid;
 - (b) if there is no identifiable person or body to whom the money must be paid, consult any other parties to the relevant agreement as to the distribution of that money and thereafter distribute the money fairly and equitably between remaining stakeholders, if any;
 - (c) if there are no other stakeholders, distribute the money in accordance with subregulation (5) of these Regulations.

CHAPTER 5

GENERAL MATTERS

Offences

41. A person is guilty of an offence if that person—
- (a) contravenes or fails to comply with a condition of a permit issued in terms of these Regulations;
 - (b) contravenes any provision of these Regulations;
 - (c) permits or allows any person to contravene any of the provisions of these Regulations;
 - (d) performs an activity for which the permit was issued otherwise than in accordance with any conditions subject to which the permit was issued;
 - (e) passes, uses, alters or has in his or her possession any altered or false document purporting to be a permit;

- (f) knowingly makes any false statement or report for the purpose of obtaining a permit; or
- (g) permits, or allows any other person to do, or to omit to do, anything which is an offence in terms of these Regulations.

Penalties

42. (1) A person convicted of an offence in terms of regulation 40 of these Regulations is liable to—
- (a) imprisonment for a period not exceeding 10 (ten) years;
 - (b) a fine not exceeding 10 (ten) million rand; or
 - (c) both such a fine and such imprisonment.
- (2) If a person is convicted of an offence involving bioprospecting or biotrading activities without a permit issued in terms of Chapter 7 of the Act, a fine may be determined, either in terms of subregulation (1) or equal to three times the commercial value of the activity in respect of which the offence was committed, whichever, is the greater.

Repeal of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008

43. The Bioprospecting, Access and Benefit-Sharing Regulations published under Government Notice No. R. 138, in *Government Gazette* No. 30739 of 8 February 2008 is hereby repealed.

CHAPTER 6

Transitional Provisions

Continuation of regulated activities and permit issued in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008

44. (1) Anything done in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008 and which can be done in terms of these Regulations must be regarded as having been done in terms of these Regulations.
- (2) Any permits issued in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008 that have not expired on the date of coming into effect of these Regulations, must despite the repeal of those Regulations be regarded as having been issued in terms of these Regulations, and remain valid until expiry date.

Pending applications and appeals lodged in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008

45. (1) An application for a permit submitted in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008 and which is pending when these Regulations take effect must be dispensed with in terms of these Regulations.
- (2) An appeal lodged in terms of the Bioprospecting, Access and Benefit-Sharing Regulations, 2008, and which is pending on the date of coming into effect of these Regulations must be dispensed with in terms of the National Appeals Regulations.

Short title and commencement

46. These Regulations are called Bioprospecting, Access and Benefit-Sharing Amendments Regulations, 2015, and takes effect on a date published in the *Gazette*.

SECTION A: DETAILS OF THE DISCOVERY PHASE BIOPROSPECTOR

1. NAME OF INSTITUTION OR BODY

2. IS THE JURISTIC BODY REGISTERED IN SOUTH AFRICA?

Y	N
---	---

3. IF YES, PROVIDE THE SOUTH AFRICAN REGISTRATION NUMBER OF THE JURISTIC BODY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. IF NOT, IN WHICH COUNTRY IS THE JURISTIC BODY REGISTERED?

PLEASE PROVIDE THE REGISTRATION NUMBER

Country																					
Registration number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				

5. CONTACT DETAILS OF THE JURISTIC BODY

Name of contact person:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

6. NOTIFICATION BY A NATURAL PERSON

Name of applicant:												
Identity or Passport No:												
Tel No:												
Cellphone No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

7. IS THE INFORMANT AFFILIATED TO A JURISTIC BODY?

Y	N
---	---

8. IF YES, CONTACT DETAILS OF JURISTIC BODY:

Name of juristic body:												
Contact person:												
Tel No:												
Cellphone No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

SECTION B: BIOPROSPECTING PROJECT INFORMATION

9. DETAILS OF BIOPROSPECTING PROJECT LEADER

Name :													
Identity or Passport No:													
Citizenship:													
Tel No:													
Cellphone No:													
Fax No:													
E-mail:													
Postal Address:							Physical Address:						

10 PROJECT PROPOSAL (Attach)
10.1 DISCOVERY PHASE BIOPROSPECTING PROJECT TITLE

--

10.2. OBJECTIVE OF DISCOVERY PHASE BIOPROSPECTING PROJECT

--

10.3 PROPOSED METHODOLOGY

--

10.4. PROPOSED TIMEFRAME

	To	
--	----	--

11. INDIGENOUS BIOLOGICAL RESOURCES

11.1 Set out the scientific classification of all indigenous biological resources for which the discovery phase bioprospecting project notification is submitted, including the family, genus and species, the projected quantity of the resources to be collected or obtained for the discovery phase of the bioprospecting project and the specific area or source from which each resource is to be collected or obtained.

Type of organism (Kingdom)	Family, genus or species and common names	Projected quantity to be used during discovery phase	Format	Source locality data / coordinates	Conservation status
<u>Example:</u> Plant	Asphodelaceae <i>Aloe ferox</i> Cape Aloe /Bitter Aloe /Red Aloe / Tap Aloe	6 kg	Crystals	Albertinia Western Cape 34.11° S 21.35° E	CITES Appendix II

12. PRIOR PERMIT INFORMATION

12.1 Please provide all information on prior permits obtained / applied for regarding the indigenous biological resources.

Collection/harvesting		Provincial Export		Provincial Import		Land owner permission	
CITES		TOPS				Traditional Knowledge Holder's consent	

Species	Province of import/export (if applicable)	Issuing authority	Permit number	Date of issue	Date of Expiry

13. BIOPROSPECTING PROJECT SPONSORS

13.1 Are there South African and / or international sponsors to the project?

South Africa	Y	N
International	Y	N

13.2 Please provide contact details of the sponsor(s)

Name:	
Contact Person:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

14. TRADITIONAL KNOWLEDGE

14.1 Is the proposed discovery phase bioprospecting project informed by any traditional knowledge associated with the resource to be investigated?

Y	N
---	---

14.2 If yes, please provide details and source of information

If applicant is a natural person complete clauses 6- 8 below

7. Name of applicant:

Name of applicant:	
Identity or Passport No: (Attach a certified copy)	
Tel No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

8. Is the applicant affiliated to any juristic body?

Y	N
---	---

9. If yes, please provide the contact details of the juristic body:

Name of juristic body:	
Contact person:	
Tel No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

PROJECT LEADER

10. Details of the project leader:

Name :	
Identity or Passport No:	
Citizenship:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

RECIPIENT OF INDIGENOUS BIOLOGICAL RESOURCES BEING EXPORTED (IMPORTER)

11. Details of the recipient/Importer:

Name:										
Identity or Passport No: (Attach a certified copy)										
Tel No:										
Fax No:										
E-mail:										
Postal Address:						Physical Address:				

OBJECTIVES OF EXPORT

11. State the objectives for which the indigenous biological resource/s are to be exported:

INDIGENOUS BIOLOGICAL RESOURCES (IF THE QUANTITY IS DIFFERENT FROM THE NOTIFICATION)

12. Set out the type of indigenous biological resources for which a permit is sought, the family, genus and species, the part or the organism to be collected, the quantity of the resources to be collected or obtained and the specific area or source from which each resource is to be collected or obtained.

Type of organism	Family, genus or species (scientific and common names)	Part of organism to be collected	Quantity and Format in which It be exported	Point of export and point of import
<i>Example: Plant</i>	<i>Aloe ferox</i>	<i>Leaves</i>	<i>6 kg, Crystals</i>	<i>OR Tambo International Airport, London Heathrow International Airport</i>

STAKEHOLDERS

13. List all access providers (communal land owner/ organ of state/ private land owner) to the resources and/ or traditional knowledge holders (indigenous community/ individual/ association or organization of traditional healers or practitioners) and indicate the agreements concluded and attached them to the permit application together with evidence of full disclosure of the project details and the granted prior consent.

Access provider:

Indicate the agreements concluded:

MTA**BSA**Name of
stakeholder:

Access provider:

Indicate the agreements concluded:

MTA**BSA**Name of
stakeholder:

Traditional knowledge holder:

Indicate the agreement concluded:

BSAName of
stakeholder:

Traditional knowledge holder:

Indicate the agreement concluded:

BSAName of
stakeholder:

FEES

Departmental Bank Account ABSA Bank Account number: 1044240072 ACCOUNT TYPE: CURRENT Swift Account : ABSA ZAJJ CPT (OUTSIDE SA) REFERENCE NUMBER: 00946420 & Depositors Details (i.e. your full name and/or company etc.)	Pretoria South Africa Branch code : 632005
R50 application fee paid	
Yes	No
If yes (attach copy of proof of payment)	

		c	c	y	y	m	m	d	d
--	--	---	---	---	---	---	---	---	---

SIGNATURE OF PROJECT LEADER CAPACITY DATE

ENDORSEMENT OF JURISTIC BODY, IF APPLICABLE

		c	c	y	y	m	m	d	d
--	--	---	---	---	---	---	---	---	---

NAME SIGNATURE OF DULY AUTHORIZED DATE
OFFICER

6. Name of contact person in juristic body (attach a certified copy of ID document):

Name of contact person:												
Capacity:												
Identity or Passport No: (Attach a certified copy)												
Tel No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

*If applicant is a natural person complete clauses 7 - 9 below***7. Name of applicant:**

Name of applicant:												
Identity or Passport No: (Attach a certified copy)												
Tel No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

8. Is the applicant affiliated to any juristic body?

Y	N
---	---

9. If yes, please provide the contact details of the juristic body:

Name of juristic body:												
Contact person:												
Tel No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

The rest of this part to be completed by all applicants

10. Name and contact details of other collaborators (If any):

Name:																			
Identity or Passport No: (Attach a certified copy)																			
Tel No:																			
Fax No:																			
E-mail:																			
Postal Address:							Physical Address:												

Name:																			
Identity or Passport No: (Attach a certified copy)																			
Tel No:																			
Fax No:																			
E-mail:																			
Postal Address:							Physical Address:												

11. Names and contact details of individuals who will conduct research:

Name :																			
Identity or Passport No:																			
Citizenship:																			
Tel No:																			
Cellphone No:																			
Fax No:																			
E-mail:																			
Postal Address:							Physical Address:												

Name :																			
Identity or Passport No:																			
Citizenship:																			
Tel No:																			
Cellphone No:																			
Fax No:																			
E-mail:																			
Postal Address:							Physical Address:												

12. RESEARCH PROJECT SPONSORS**12.1 Are there South African and / or international sponsors to the project?**

South Africa	Y	N
International	Y	N

12.2 Please provide contact details of the sponsor(s)

Name:	
Contact Person:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

RECIPIENT OF INDIGENOUS BIOLOGICAL RESOURCES BEING EXPORTED (IMPORTER)**13. Details of the recipient/Importer:**

Name:												
Identity or Passport No: (Attach a certified copy)												
Tel No:												
Fax No:												
E-mail:												
Postal Address:						Physical Address:						

INDIGENOUS BIOLOGICAL RESOURCES

14. Set out the type of indigenous biological resources for which a permit is sought, the family, genus and species, the part of the organism to be collected, the quantity of the resources to be collected or obtained and the specific area or source from which each resource is to be collected or obtained.

Type of organism	Family, genus or species (scientific and common names) (if possible)	Part of organism to be collected	Quantity	Full locality data (GIS readings if possible)
<i>Example:</i> Plant	<i>Aloe ferox</i>	Leaves	6 kg

PREVIOUS PERMITS

15. In respect of the indigenous biological resources set out above, has any other application for a permit in terms of the Act or in terms of any other legislation been submitted, either previously or simultaneously with this application? Y/N

16. If yes, was the application granted, refused or is it still pending?
-

17. If the application was granted, provide the following detail and attach a copy of the permit.

Permit number	Issuing authority	Date of issue

If the application is still pending, provide the issuing authority's reference number:

PROJECT PROPOSAL (attach)

18. A detailed project proposal must be attached to this application setting out the following—

- a. the objectives of the research;
- b. the benefits that may result from the project;
- c. the proposed methodology;
- d. the proposed time-frames(i.e. required period of validity of permit);
- e. any relevant environmental considerations including impacts of the collection of the resources and proposed steps to minimise or remedy those impacts;
- f. reporting processes;
- g. desired outcomes of the project; and
- h. what will happen to the discarded/ wasted specimens at the end of the study.

PURPOSE OF EXPORT

19. State the purpose for which the indigenous biological resource/s are to be exported:

FEES

R200 application fee paid	
Yes	No
If yes (attach copy of proof of payment)	

Signature of applicant for permit:

_____ **Date:** _____

Capacity of signatory: _____

Endorsement of juristic body, if applicable:

Name of juristic body:

Signature of duly authorised officer from juristic body:

_____ **Date:** _____

ANNEXURE 4

NON-REFUNDABLE FEES FOR PERMITS APPLICATION

1. APPLICABLE TO ANY NATURAL PERSON OR JURISTIC BODY IN SOUTH AFRICA

Types Permits	Category I	Category II		Category III		Category IV		Renewal	Amendment
Export Discovery Phase	R50.00	R50.00		R50.00		Nil		R50.00	R50.00
Export Permit for Research other than Bioprospecting	R200.00	R200.00		R200.00		R200.00		R200.00	R200.00
Biotrade	R500.00	R1500.00	R2500.00	R5000.00	R7500.00	R500.00	R1500.00	50% less	75% less
Bioprospecting	R500.00	R1500.00	R2500.00	R5000.00	R7500.00	R500.00	R1500.00	50% less	75% less
Integrated Biotrade and Bioprospecting	R500.00	R1500.00	R2500.00	R5000.00	R7500.00	R500.00	R1500.00	50% less	75% less

Category I: Taxable turnover R 0 – R 300 000 per annum

Category II: Taxable turnover R 300 001 – R 750 000 per annum (Proof of notification = discount of R 1 000)

Category III: Taxable turnover R 750 000 and above per annum (Proof of notification = discount of R 2 500)

Category IV: Bone fide research institutions as published by the Department responsible for science and technology in the *Gazette* (Proof of discovery phase notification = discount of R 1 000)

2. APPLICABLE TO ANY NON-NATURAL PERSON OR NON-JURISTIC BODY IN SOUTH AFRICA

Types Permits	Amount	Renewal	Amendment
Export Discovery Phase	R100.00	R100.00	R100.00
Export Permit for Research other than Bioprospecting	R200.00	R200.00	R200.00
Biotrade	R7000.00	50% less	75% less
Bioprospecting	R7500.00	50% less	75% less
Integrated Biotrade and Bioprospecting	R8000.00	50% less	75% less

Permit application fee payment

Payment of the permit application fee for the permits issued by the Minister must be made to the following bank account after receipt of the permit application reference number.

Departmental of Environmental Affairs
ABSA Bank
Account number: 1044240072
Account type: Current
Branch code : 632005
Swift Account : ABSA ZAJJ CPT (outside SA)
Reference Number: **00946420** & Depositors Details (surname / name of company and reference number)

Submission of applications

Copies of the deposit slip must be mailed, or delivered to any one of the following addresses:

Postal Address

Department of Environmental Affairs
The Director-General
Attention: Director: Bioprospecting and
Biodiversity Economy
Private Bag X447
PRETORIA
0001

Physical Address

Department of Environmental Affairs
The Director-General
Attention: Director: Bioprospecting and Biodiversity Economy
Environmental House
437 Steve Biko Road
Arcadia
0083

E-mail address: BABS@environment.gov.za

ANNEXURE 5**APPLICATION FORM FOR A BIOPROSPECTING PERMIT OR BIOTRADE PERMIT OR INTEGRATED BIOTRADE AND BIOPROSPECTING PERMIT**

For office use only

Reference number here

COMMERCIALISATION PHASE OF BIOPROSPECTING PROJECT**Notes on completing form:**

1. Kindly tick below the type of permit you are applying for; i.e. Biotrade or Bioprospecting or Integrated Biotrade and Bioprospecting permit.
2. If you are applying for renewal of your permit, your application must be accompanied by project Annual and Biannual reports.
3. If you are applying for amendment of your permit, your application must be accompanied by a covering letter with a motivation and only complete the sections requiring amendment.
4. If insufficient space is provided in this form, additional information may be included by way of Addendum and thereafter must be attached to this application.
5. The applicant must sign and initial all the pages of this permit application
6. Kindly note that all information submitted will be treated as confidential in terms of the Promotion of Access to Information Act, 2000(PAIA).
7. Documentation required with the notification form:
 - 7.1. Certified copies of identity document / passport of bioprospecting project leader and duly authorised person of juristic body.
8. Duly authorised person of juristic body and project leader must initial all pages.
9. Completed documents must be mailed or hand delivered to:

DIRECTOR: BIOPROSPECTING AND BIODIVERSITY ECONOMY
DEPARTMENT OF ENVIRONMENTAL AFFAIRS
Private Bag X447
PRETORIA
0001

Environment House
473 Steve Biko Road
ARCADIA, 0083
10. For enquiries and assistance, please contact the Department of Environmental Affairs:
Email: BABS@environment.gov.za
Telephone: 012 399 9611/8917/9612/9610

For more information, go to www.environment.gov.za

8. The contact person for the discovery Phase project, if different from the applicant:

Name:	
Capacity:	
Nationality:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address:	Physical Address:

D. INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

9.					
Scientific and common names	Part of resource to be utilised¹	Physical state of resource²	Quantity³	Locality / source information⁴	Traditional Knowledge⁵ (Y/N)
<i>Aloe ferox</i> Bitter aloe	Sap from leaves	Crystals	100 kg	Mosselbay	

E. APPLICATIONS FOR OTHER PERMITS

10. Has any other application for a permit (e.g. CITES, TOPS) in terms of this Act or in terms of any other legislation (e.g. provincial ordinance for harvesting, phyto-sanitation) been submitted, either previously or simultaneously with this application in respect of the indigenous genetic and biological resources included in this permit application?

Y	N
---	---

¹ Part of the IBR collected.

² Format in which IBR is commercialised.

³ Total amount of the resource per year for which permit is required. Conclude a MTA and BSA with each access provider.

⁴ Coordinates from where material will be harvested / name of access provider.

⁵ Whose traditional uses of the IBR to which this application relates have initiated or contributed to or form part of the proposed bioprospecting project. Conclude a BSA with TK holders.

11. If yes, Please indicate the permit in the table below and provide a copy of the permit issued.

Permit	√	Reference number	Issuing authority
CITES			
TOPS			
Phyto-sanitation			
Other, please list			

F. STAKEHOLDERS

12. List all access providers (communal land owner / organ of state / private land owner) to the resource and/or traditional knowledge holders (indigenous community / individual / association or organization of traditional healers or practitioners) and indicate the agreements concluded and attached them to the permit application together with evidence of full disclosure of the project details and the granted prior consent.

Access provider:

Indicate the agreements concluded: MTA BSA

Name of stakeholder:

Access provider:

Indicate the agreements concluded: MTA BSA

Name of stakeholder:

Traditional knowledge holder:

Indicate the agreement concluded: BSA

Name of stakeholder:

Traditional knowledge holder:

Indicate the agreement concluded:

BSA

Name of stakeholder:

G. TRADITIONAL KNOWLEDGE

13. Description / nature of traditional knowledge or use associated with the indigenous genetic and biological resource(s) (oral / documented)

G. BUSINESS PLAN OR THE PROJECT SUMMARY

14. Complete the following business information:

14.1 Provide information on the project title:

14.2 Provide the objectives of the project:

14.3 What are the desired outcomes of the biotrade / bioprospecting/ integrated biotrade and bioprospecting project?

14.4 The proposed methodology and time-frames of the activities:

14.5 List benefits for the conservation of South African biodiversity that may result from the biotrade / bioprospecting/ integrated biotrade and bioprospecting:

- 14.6 List benefits for the South African economic development that may result from the biotrade / bioprospecting/ integrated biotrade and bioprospecting:

- 14.7 List any other benefits that are in the interest of the public that may result from the biotrade / bioprospecting/ integrated biotrade and bioprospecting:

- 14.8 Provide details of the likely impact of the collection and utilization of the indigenous biological resources in its natural environment?

- 14.9 What are the proposed steps to minimise or remedy the impacts listed in question 14.8?

- 14.10 Describe how any unused / discarded materials are or would be disposed.

H. RECIPIENT(S) OF INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

11. Provide information of the recipient(s) of the indigenous genetic and biological resources being traded/exported

Name of recipient:		
Country of recipient (National or International):		
Indicate the agreements concluded: (Attach the signed agreements)	<input type="checkbox"/> MTA	<input type="checkbox"/> BSA

Name of recipient:		
Country of recipient (National or International):		
Indicate the agreements concluded: (Attach the signed agreements)	<input type="checkbox"/> MTA	<input type="checkbox"/> BSA

Name of recipient:		
Country of recipient (National or International):		
Indicate the agreements concluded: (Attach the signed agreements)	<input type="checkbox"/> MTA	<input type="checkbox"/> BSA

I. LIST OF ANNEXES TO THE PERMIT APPLICATION / ADDITIONAL INFORMATION

J. SIGNATURES

		c	c	y	y	m	m	d	d
Signature of Applicant	Capacity	Date							

ENDORSEMENT OF JURISTIC BODY, IF APPLICABLE

		c	c	y	y	m	m	d	d
Name	Signature of duly authorized officer	Date							

ANNEXURE 6
DISCOVERY PHASE EXPORT PERMIT



NAME OF ISSUING AUTHORITY	
NAME	
ADDRESS	

1. DETAILS OF PERMIT HOLDER	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

2. DETAILS OF OTHER PERMIT HOLDER (IF IT WAS A JOINT PERMIT APPLICATION)	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

3. DETAILS OF THE IMPORTER/RECIPIENT	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

4. NATURE OF PERMIT						
This permit authorises the permit holder (s) to use the following indigenous genetic and biological resources for the purpose of discovery phase of bioprospecting in the quantities specified and collected in the areas set out below:						
Type of organism	Family, Genus, or species (Scientific and Common names)	Form in which it will be exported	Quantity (Indicate if there are limitations on the quantity of samples)	Point of export	Point of import	Full locality data (GIS readings if possible)

THIS PERMIT RENEW PERMIT NUMBER(IF APPLICABLE):

5. PERMIT VALIDATION			
PERIOD OF VALIDITY	FROM:		TO:
PERMIT APPLICATION REFERENCE NUMBER:			

6. STANDARD PERMIT CONDITIONS

1. The indigenous genetic and biological resources to which the permit relates, may only be used for the following discovery phase of bioprospecting purposes: _____
2. The permit-holder must comply with all other legislative requirements for the collection and export of the indigenous genetic and biological resources;
3. The indigenous genetic and biological resources to which the permit relates may not be used for commercialisation phase of bioprospecting without a permit issued in terms of the Bioprospecting, Access and Benefit Sharing Regulations;

4. The permit-holder may not transfer the indigenous genetic and biological resources to any third party without the prior written consent of the issuing authority in respect of this permit and then only under a written agreement containing terms no less restrictive than those which apply to the permit holder in terms of this permit. The issuing authority will not give this consent if the third party intends using the resources for commercialisation phase of bioprospecting without a permit;
5. The permit-holder will be liable for the costs of mitigating or remedying the impact of the discovery phase of bioprospecting on the environment, in accordance with section 28 of the National Environmental Management Act,1998 (Act No. 107 of 1998);
6. The permit-holder must submit a progress report to the issuing authority by _____ or alternatively, within one year of the date of issue of this permit (delete whichever is not applicable). Thereafter, the permit-holder must submit progress reports annually, or alternatively by _____ (delete whichever is not applicable);
7. If new collaborators join the discovery phase bioprospecting project for which this permit has been issued, the permit-holder must notify the issuing authority in writing;
8. Failure to comply with any of the permit conditions renders the permit invalid and may result in criminal proceedings, cancellation of the permit/s and seizure of the consignment/s; and
9. Additional condition (if any): _____
10. Additional condition (if any): _____
11. Additional condition (if any): _____

PERMIT NUMBER			
SIGNATURE OF THE ISSUING OFFICER:		DATE:	
DATE STAMP:			
SIGNATURE OF PERMIT HOLDER		DATE:	
FULL NAMES OF PERMIT HOLDER			

ANNEXURE 7

EXPORT PERMIT FOR RESEARCH OTHER THAN BIOPROSPECTING



NAME OF ISSUING AUTHORITY	
NAME	
ADDRESS	

1. DETAILS OF PERMIT HOLDER	
Name of permit holder:	
Identity or Passport No:	
Tel No:	
Cellphone No.	
Fax No:	
E-mail:	
Postal Address	Physical Address
2. DETAILS OF OTHER PERMIT HOLDER (IF IT WAS A JOINT PERMIT APPLICATION)	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

3. DETAILS OF THE IMPORTER/RECIPIENT	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

4. NATURE OF PERMIT						
This permit authorises the permit holder (s) to use the following indigenous genetic and biological resources for the purpose of research other than bioprospecting in the quantities specified and collected in the areas set out below:						
Type of organism	Family, Genus, or species (Scientific and Common names)	Form in which it will be exported	Quantity (Indicate if there are limitations on the quantity of samples)	Point of export	Point of import	Full locality data (GIS readings if possible)

THIS PERMIT RENEW PERMIT NUMBER (IF APPLICABLE):

5. PERMIT VALIDATION			
PERIOD OF VALIDITY	FROM:		TO:
PERMIT APPLICATION REFERENCE NUMBER:			

6. STANDARD PERMIT CONDITIONS

1. The indigenous genetic and biological resources to which the permit relates, may only be used for the following non-commercial research purposes:

2. The permit-holder must comply with all other legislative requirements for the collection and export of the indigenous genetic and biological resources;
3. The indigenous genetic and biological resources to which the permit relates may not be used for bioprospecting purposes,
4. The permit-holder will be liable for the costs of mitigating or remedying the impact of the research other than bioprospecting on the environment, in accordance with section 28 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
5. The permit-holder may not transfer the indigenous biological resources to any third party without the prior written consent of the issuing authority in respect of this export permit and then only under a written agreement containing terms no less restrictive than those which apply to the permit holder in terms of this permit. The issuing authority will not give this consent if the third party intends using the resources for bioprospecting purposes;
6. The permit-holder must submit a progress report to the issuing authority by _____ or alternatively, within one year of the date of issue of this permit (delete whichever is not applicable). Thereafter, the permit-holder must submit progress reports annually, or alternatively by _____ (delete whichever is not applicable);
7. If new collaborators join the research project for which this permit has been issued, the permit-holder must notify the issuing authority in writing;
8. Failure to comply with any of the permit conditions renders the permit invalid and may result in criminal proceedings, cancellation of the permit/s and seizure of the consignment/s; and
9. Additional conditions (if any) _____
10. Additional conditions (if any) _____

SIGNATURE OF ISSUING OFFICER:	DATE:
DATE STAMP:	
SIGNATURE OF PERMIT HOLDER FULL NAMES OF PERMIT HOLDER	DATE:

**ANNEXURE 8
BIOTRADE PERMIT**



NAME OF ISSUING AUTHORITY	
NAME	
ADDRESS	

1. DETAILS OF PERMIT HOLDER	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No.	
Fax No:	
E-mail:	
Postal Address	Physical Address

2. DETAILS OF OTHER PERMIT HOLDER (IF IT WAS A JOINT PERMIT APPLICATION)	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

3. DETAILS OF THE IMPORTER/RECIPIENT	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

4. NATURE OF PERMIT						
This permit authorises the permit holder (s) to use the following indigenous genetic and biological resources for the purpose of research other than bioprospecting in the quantities specified and collected in the areas set out below:						
Type of organism	Family, Genus, or species (Scientific and Common names)	Form in which it will be exported	Quantity (Indicate if there are limitations on the quantity of samples)	Point of export	Point of import	Full locality data (GIS readings if possible)

THIS PERMIT RENEW PERMIT NUMBER (IF APPLICABLE):

5. PERMIT VALIDATION			
PERIOD OF VALIDITY	FROM:		TO:
PERMIT APPLICATION REFERENCE NUMBER:			

6. MATERIAL TRANSFER AGREEMENTS AND BENEFIT SHARING AGREEMENTS	
This permit must be read with the following material transfer agreements and benefit sharing agreements entered into with stakeholders envisaged in section 82 of the Biodiversity Act	
MTAs:	
BSAs:	

STANDARD PERMIT CONDITIONS

1. The indigenous genetic and biological resources to which the permit relates, may only be used for the following biotrade purpose:.....
2. The permit holder (s) must comply with all other legislative requirements for the collection and trading of the indigenous genetic and biological resources;
3. The permit holder (s) will be liable for the costs of mitigating or remedying the impact of the biotrade on the environment, in accordance with section 28 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
4. The material transfer agreement concluded with the subsequent user of indigenous genetic and biological resource should include a clause stating that the use of South African indigenous genetic and biological resources for bioprospecting is subject to the provisions of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004) and that a bioprospecting permit is required;
5. All money due to stakeholders in terms of the approved benefit-sharing agreement must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
6. The permit holder must notify the Department when money due to stakeholders as specified in the approved benefit-sharing agreement will be transferred to or paid into the Bioprospecting Trust Fund;
7. The permit holder must notify stakeholder or stakeholders entitled to a monetary benefit in terms of the approved benefit sharing agreements that money was transferred or paid into the Bioprospecting Trust Fund;
8. The permit holder must on biannual, annual basis or timeframes determined by the issuing authority, submit a status report to the issuing authority in a form determined by the issuing authority;
9. The permit holder must not engage in research and development or production of final products utilizing the indigenous genetic and biological resources to which the permit relates without a bioprospecting permit or an integrated biotrade and bioprospecting permit;
10. Failure to comply with any of the permit conditions renders the permit invalid and may result in criminal proceedings, cancellation of the permit/s and seizure of the consignment/s; and
11. Additional conditions (if any):.....
12. Additional conditions (if any):.....
13. Additional conditions (if any):.....

SIGNATURE OF ISSUING OFFICER:	DATE:
DATE STAMP:	
SIGNATURE OF PERMIT HOLDER	DATE:
FULL NAMES OF PERMIT HOLDER	

ANNEXURE 9
BIOPROSPECTING PERMIT



NAME OF ISSUING AUTHORITY	
NAME	
ADDRESS	

1. DETAILS OF PERMIT HOLDER	
Name of applicant:	
Identity or Passport No: (Attach a certified copy)	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

2. DETAILS OF OTHER PERMIT HOLDER (IF IT WAS A JOINT PERMIT APPLICATION)	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

3. DETAILS OF THE IMPORTER/RECIPIENT	
Name of applicant:	
Identity or Passport No:	

Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

4. NATURE OF PERMIT

This permit authorises the permit holder (s) to use the following indigenous genetic and biological resources for the purpose of research other than bioprospecting in the quantities specified and collected in the areas set out below:

Type of organism	Family, Genus, or species (Scientific and Common names)	Form in which it will be exported	Quantity (Indicate if there are limitations on the quantity of samples)	Point of export (if applicable)	Point of import (if applicable)	Full locality data (GIS readings if possible)

THIS PERMIT RENEW PERMIT NUMBER (IF APPLICABLE):

5. PERMIT VALIDATION

PERIOD OF VALIDITY	FROM:		TO:	
PERMIT APPLICATION REFERENCE NUMBER:				

6. MATERIAL TRANSFER AGREEMENTS AND BENEFIT SHARING AGREEMENTS

This permit must be read with the following material transfer agreements and benefit sharing agreements entered into with stakeholders envisaged in section 82 of the Biodiversity Act

MTAs:	
BSAs:	

STANDARD PERMIT CONDITIONS

1. The indigenous genetic and biological resources to which the permit relates, may only be used for the following bioprospecting purpose:.....
2. The permit holder (s) must comply with all other legislative requirements for the collection of the indigenous genetic and biological resources (if any);
3. The permit holder (s) will be liable for the costs of mitigating or remedying the impact of the bioprospecting on the environment, in accordance with section 28 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
4. All money due to stakeholders in terms of the approved benefit-sharing agreement must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
5. The permit holder must notify the Department when money due to stakeholders as specified in the approved benefit-sharing agreement will be transferred to or paid into the Bioprospecting Trust Fund;
6. The permit holder must notify stakeholder or stakeholders entitled to a monetary benefit in terms of the approved benefit sharing agreements that money was transferred or paid into the Bioprospecting Trust Fund;
7. The permit holder must on annual basis or timeframes determined by the issuing authority, submit a status report to the issuing authority in a form determined by the issuing authority;
8. The permit holder may not transfer the indigenous biological resources to which this permit relates to any third party without the prior written consent of the issuing authority and then only under a written agreement containing terms no less restrictive than those which apply to the permit holder in terms of this permit and any agreements referred to above;
9. If new collaborators join the bioprospecting project for which this permit is issued, the permit holder must notify the issuing authority in writing.
10. The material transfer agreement concluded with the subsequent user of traded indigenous genetic and biological resource should include a clause stating that the use of South African indigenous genetic and biological resources for bioprospecting is subject to the provisions of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004) and that a bioprospecting permit is required;
11. Failure to comply with any of the permit conditions renders the permit invalid and may result in criminal proceedings, cancellation of the permit/s and seizure of the consignment/s; and
12. Additional condition (if any): _____
13. Additional condition (if any): _____
14. Additional condition (if any): _____

PERMIT NUMBER			
SIGNATURE ISSUING OFFICER:			DATE:
DATE STAMP:			
SIGNATURE OF PERMIT HOLDER		DATE:	
FULL NAMES OF PERMIT HOLDER			

ANNEXURE 10

INTEGRATED BIOTRADE AND BIOPROSPECTING PERMIT



NAME OF ISSUING AUTHORITY	
NAME	
ADDRESS	

1. DETAILS OF PERMIT HOLDER	
Name:	
Surname:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

2. DETAILS OF OTHER PERMIT HOLDER (IF IT WAS A JOINT PERMIT APPLICATION)	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

3. DETAILS OF THE IMPORTER/RECIPIENT	
Name of applicant:	
Identity or Passport No:	
Tel No:	
Cellphone No:	
Fax No:	
E-mail:	
Postal Address	Physical Address

4. NATURE OF PERMIT						
This permit authorises the permit holder (s) to use the following indigenous genetic and biological resources for the purpose of research other than bioprospecting in the quantities specified and collected in the areas set out below:						
Type of organism	Family, Genus, or species (Scientific and Common names)	Form in which it will be exported	Quantity (Indicate if there are limitations on the quantity of samples)	Point of export (if applicable)	Point of import (if applicable)	Full locality data (GIS readings if possible)

THIS PERMIT RENEW PERMIT NUMBER (IF APPLICABLE):
--

5. PERMIT VALIDATION			
PERIOD OF VALIDITY	FROM:		TO:
PERMIT APPLICATION REFERENCE NUMBER:			

6. MATERIAL TRANSFER AGREEMENTS AND BENEFIT SHARING AGREEMENTS	
This permit must be read with the following material transfer agreements and benefit sharing agreements entered into with stakeholders envisaged in section 82 of the Biodiversity Act	
MTAs:	
BSAs:	

STANDARD PERMIT CONDITIONS

1. The indigenous genetic and biological resources to which the permit relates, may only be used for the following integrated biotrade and bioprospecting purpose:.....
2. The permit holder (s) must comply with all other legislative requirements for the collection and trading of the indigenous genetic and biological resources (if any);
3. The permit holder (s) will be liable for the costs of mitigating or remedying the impact of the integrated biotrade and bioprospecting on the environment, in accordance with section 28 of the National Environmental Management Act, 1998 (Act No. 107 of 1998);
4. All money due to stakeholders in terms of the approved benefit-sharing agreement must be paid into the Bioprospecting Trust Fund, as required by section 85(1) of the Act;
5. The permit holder must notify the Department when money due to stakeholders as specified in the approved benefit-sharing agreement will be transferred to or paid into the Bioprospecting Trust Fund;
6. The permit holder must notify stakeholder or stakeholders entitled to a monetary benefit in terms of the approved benefit sharing agreements that money was transferred or paid into the Bioprospecting Trust Fund;
7. The permit holder must on annul basis or timeframes determined by the issuing authority, submit a status report to the issuing authority in a form determined by the issuing authority;
8. The permit holder may not transfer the indigenous biological resources for bioprospecting to which this permit relates to any third party without the prior written consent of the issuing authority and then only under a written agreement containing terms no less restrictive than those which apply to the permit holder in terms of this permit and any agreements referred to above;
9. If new collaborators join the integrated biotrade and bioprospecting project for which this permit is issued, the permit holder must notify the issuing authority in writing;
10. Failure to comply with any of the permit conditions renders the permit invalid and may result in criminal proceedings, cancellation of the permit/s and seizure of the consignment/s; and
11. Additional condition (if any): _____
12. Additional condition (if any): _____
13. Additional condition (if any): _____

PERMIT NUMBER			
SIGNATURE ISSUING OFFICER:		DATE:	
DATE STAMP:			
SIGNATURE OF PERMIT HOLDER		DATE:	
FULL NAMES OF PERMIT HOLDER			

ANNEXURE 11
MATERIAL TRANSFER AGREEMENT

Notes:

1. This agreement must be entered into by an applicant for a permit and any stakeholders identified in terms of the Act and the Regulations for access to any indigenous genetic and biological resources.
2. If there is more than one stakeholder a separate agreement must be entered into with each stakeholder.
3. If insufficient space is provided in this form, additional information may be included by way of annexures. Alternatively, parties can elect to use their own forms with sufficient space provided for each regulation, as long as those forms follow the general format of this form.
4. Both parties to this agreement must sign the agreement in the space indicated and must initial every page of the agreement, including any annexures.

For office use only

*Permit application
reference number
here*

MATERIAL TRANSFER AGREEMENT**Between****[Company name]****[Legal address]****Represented by [name of ACCESS PROVIDER representative]**

Hereafter referred to as the ACCESS PROVIDER

And**Represented by [name of PERMIT APPLICANT/RECIPIENT representative]**

Hereafter referred to as the PERMIT APPLICANT/ RECIPIENT

[Company name]**[Legal address]****ACCESS AND PRIOR CONSENT**

1. The RECIPIENT/PERMIT APPLICANT will receive [parts, extracts or other derivatives] of indigenous genetic and biological resources from the ACCESS PROVIDER as raw material for [product development and/or product manufacturing, or for resale to other organizations or further commercial exploitation].
2. The ACCESS PROVIDER is [collecting / harvesting / cultivating/ farming/breeding] the indigenous genetic and biological resources used in the preparation of [parts, extracts or other derivatives] from [province, exact name of the area] in South Africa.
3. The PERMIT APPLICANT/RECIPIENT is [developing and/or manufacturing] the [name of product] that utilize these indigenous genetic and biological resource [parts, extracts on other derivatives] in [country].
4. The PERMIT APPLICANT/RECIPIENT and ACCESS PROVIDER are committed to implementing the agreement in the spirit of the Convention on Biological Diversity (CBD), the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of the Benefits Arising from their Utilisation as well as the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004), and the Bioprospecting, Access and Benefit Sharing Amendments Regulations, 2015 of South Africa.

**RECIPIENT(S) OF INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES/
PERMIT APPLICANT**

1. The PERMIT APPLICANT/RECIPIENT is [.....], as [registered company/ or natural person] in terms of South African Laws

1.1 The relevant details of the [company/natural person] are:

1.1.1 Name: _____

1.1.2 Registration Number: _____

1.1.3 Contact details and Contact Person: _____

**ACCESS PROVIDER(S) OF INDIGENOUS GENETIC AND BIOLOGICAL
RESOURCES (if applicable)**

2. The ACCESS PROVIDER of Indigenous Biological Resources is [.....], as a [natural person or indigenous community] in terms of South African Laws

2.1 The relevant details of the [natural person or indigenous community] are:

2.1.1 Name: _____

2.1.2 Contact details, Capacity and Contact Person: _____

2.1.3 If entering into agreement in a representative capacity, state name of principal:

THE INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

3. The RECIPIENT/PERMIT APPLICANT enters into this agreement on the basis of which it is receiving the indigenous genetic and biological resources [extracts/parts/ other derivatives] listed in clause 10 from the ACCESS PROVIDER.

4. The terms of this agreement cover the indigenous genetic and biological resource [extracts/ parts/ other derivatives] listed in clause 10; other indigenous genetic and biological resource that may have been transferred, even inadvertently, along with them; and any genetic material, biological molecules and biochemical compounds naturally occurring in these indigenous genetic and biological resources.

RIGHTS AND DUTIES

5. The RECIPIENT/PERMIT APPLICANT shall use the indigenous genetic and biological resources furnished by the ACCESS PROVIDER exclusively as raw material for [product development and/or manufacturing, or for resale to other organizations/ for other commercial exploitation].
6. The RECIPIENT/PERMIT APPLICANT shall only claim patents or other intellectual property rights connected or referring to the indigenous genetic and biological resources [for new methods of utilizing the indigenous genetic and biological resources, or new process for preparing, producing or manufacturing the indigenous genetic and biological resources], if there is compliance with the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004) and the Bioprospecting, Access and Benefit Sharing Amendments Regulations of 2015 by the RECIPIENT/PERMIT APPLICANT and if there is prior expression and written permission from the issuing authority.
7. The RECIPIENT/PERMIT APPLICANT shall only utilise the indigenous genetic and biological resources for other purposes, in particular research and development linked to new and useful properties of the indigenous genetic and biological resources, after having received prior consent from, and entered into benefit sharing agreement with regards to the proposed changes in the utilization of the indigenous genetic and biological resources with the ACCESS PROVIDER.
8. The RECIPIENT/PERMIT APPLICANT shall not utilize the indigenous genetic and biological resources for [germination, propagation, breeding, tissue breeding, cloning or in any way seek to capture genetic material for the purpose of reproduction without prior consent from, and under mutually agreed terms with the issuing authority and the ACCESS PROVIDER.

TRANSFER TO THIRD PARTIES

9. The RECIPIENT/PERMIT APPLICANT shall only sell, transfer or make available the indigenous genetic and biological resources to third parties with the assurance that these and any further RECIPIENTS/PERMIT APPLICANTS are equally bound by the terms and conditions of this agreement.

INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

10. This agreement concerns the following indigenous genetic and biological resources:
 - ✓ Scientific and common names of the indigenous genetic and biological resource e.g. plant, animal, microorganism, genetic material, derivative.
 - ✓ The part or state of the resource to be collected / utilized.

- ✓ The quantity required.
- ✓ The locality data where the material will be sourced from.

Scientific and common names	Part of resource to be utilised	Physical state of resource	Quantity	Locality / source information (coordinates)
<i>Aloe ferox</i> Bitter aloe	Sap from leaves	Crystals	100 kg	xxS ## E Mosselbaai

PURPOSE OF ACCESS TO INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

11. The purpose of access to Indigenous Genetic and Biological Resources is to:.....
.....

ENTIRE AGREEMENT

12. This agreement constitutes the entire agreement between the parties in regard to the subject matter of this agreement and no addition to, variation or cancellation of this agreement or waiver of any rights under this agreement will be of any force or effect unless reduced to writing and signed by the parties to this agreement and submitted to the Director-General of the Department of Environmental Affairs.
13. A copy of this agreement must be lodged with the Director-General of the Department of Environmental Affairs within one month of the agreement being concluded.

BREACH AND TERMINATION

14. If a party to this agreement ("the breaching party") breaches any material provision of this agreement, the other party ("the aggrieved Party") shall be entitled to deliver to the breaching party a written notice requiring the breaching party to rectify that breach within 30 days of receipt. If the breaching party remains in breach of such provision within 30 days after receipt of the notice, the aggrieved party shall be entitled (without derogating from any of its other rights or remedies under this agreement or at law)
- 14.1. To sue for immediate specific performance of any of the defaulting party's obligations under this agreement, whether or not such obligation is then due, or

- 14.2. To cancel this agreement, in which case written notice of the cancellation shall be given to the defaulting Party, provided that the remedy of specific performance or damages would not adequately prevent the aggrieved party from being prejudiced.

SIGNATURES

--	--	--

Name of ACCESS PROVIDER

Capacity

Date

--	--	--

Name of PERMIT APPLICANT/RECIPIENT

Capacity

Date

ENDORSEMENT OF JURISTIC BODY, IF APPLICABLE

--	--	--

Name

Signature of duly authorized officer

Date

APPROVAL BY THE MINISTER OF ENVIRONMENTAL AFFAIRS

--	--

SIGNATURE

DATE

ANNEXURE 12
BENEFIT-SHARING AGREEMENT

Notes:

1. This agreement must be entered into by an applicant for a permit and any stakeholders identified in terms of the Act and the Regulations for access to any indigenous genetic and biological resources and/or Traditional Knowledge associated with any indigenous genetic and biological resources.
2. If there is more than one stakeholder a separate agreement must be entered into with each stakeholder.
3. If insufficient space is provided in this form, additional information may be included by way of annexures. Alternatively, parties can elect to use their own forms with sufficient space provided for each regulation, as long as those forms follow the general format of this form.
4. The parties to this agreement must sign the agreement in the space indicated and must initial every page of the agreement, including any annexures.

For office use
only

Permit application

BENEFIT SHARING AGREEMENT (ACCESS PROVIDER)**Between****[Name]****[Legal address]****Represented by [name of ACCESS PROVIDER representative]**

Hereafter referred to as the ACCESS PROVIDER

And**Represented by [name of RECIPIENT/PERMIT APPLICANT representative]**

Hereafter referred to as the RECIPIENT/PERMIT APPLICANT

[Company name]**[Legal address]****RECIPIENT(S) OF INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES/
PERMIT APPLICANT**

1.2 The PERMIT APPLICANT/ RECIPIENT is [.....], as registered company/ or natural person in terms of South African Laws

1.3 The relevant details of the company/natural person are:

1.3.1 Name: _____

1.3.2 Registration Number: _____

1.3.3 Contact details and Contact Person: _____

ACCESS PROVIDER(S) OF INDIGENOUS BIOLOGICAL RESOURCES (if applicable)

2.1 The ACCESS PROVIDER of Indigenous Biological Resources is [.....], as a natural person or Indigenous Community in terms of South African Laws

2.2 The relevant details are:

2.2.1 Name: _____

2.1.2 Contact details, Capacity and Contact Person: _____

2.2.2 If entering into agreement in a representative capacity, state name of principal:

INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

4. This agreement concerns the following indigenous genetic and biological resources:

- ✓ Scientific and common names of the indigenous genetic and biological resource e.g. plant, animal, microorganism, genetic material, derivative.
- ✓ The part or state of the resource to be collected / utilized.
- ✓ The quantity required.
- ✓ The locality data where the material will be sourced from.

Scientific and common names	Part of resource to be utilised	Physical state of resource	Quantity	Locality / source information (coordinates)
<i>Aloe ferox</i> Bitter aloe	Sap from leaves	Crystals	100 kg	xxS ## E Mosselbaai

SHARING OF BENEFITS

5. Sharing in benefits arising including non-monetary, monetary or any kind of benefits:

Note: Benefits will vary considerably from case to case and in particular, benefits will vary depending on the nature of the project. The lists below provide examples of monetary and non-monetary benefits that may arise from bioprospecting projects. Tick each block that applies to this agreement and provide details of the selected benefits in a form of Addendum.

6.1 The benefits derived from the utilisation of the indigenous genetic and biological resources to [insert name of **ACCESS PROVIDER**] would be as follows:

Non-monetary, monetary or any kind of benefits			
Acknowledgement of parties giving access to resources		Voucher specimens with national institutions	
Research results and copies of papers		Participation of South Africans in research	

Non-monetary, monetary or any kind of benefits			
Support for conservation		Access to international collections by South Africans	
Species inventories		Recognition and promotion of traditional knowledge/ use	
Student training and support		Community development projects	
Scientific capacity development		Environmental education	
Technology transfer		Fees	
Joint Research		Royalties	
Information		Upfront payments	
Equipment and infrastructure		Milestone payments	
Other (specify)		Other financial benefits (specify)	
Other (specify)		Other (specify)	

PAYMENT OF BENEFITS

6. Any monetary benefits arising out of this agreement and due to the ACCESS Provider in this agreement, with the exception of direct payments of fees/charges to the beneficiaries, must be paid into the Bioprospecting Trust Fund. This benefit sharing agreement serves as a deed of trust in terms of the Public Finance Management Act, of money due to the ACCESS PROVIDER of the indigenous genetic and biological resources.

REVIEW OF AGREEMENT

7. This agreement will be reviewed every _____ (fill in agreed timeframe), with a view to amending the agreement if necessary.

One month prior to every review, the permit holder must disclose any new material information with regard to the biotrade / bioprospecting to all stakeholders to enable stakeholders to participate in the review from an informed basis.

THIRD PARTY TRANSFER

8. The RECIPIENT/PERMIT APPLICANT undertakes not to transfer the indigenous genetic and biological resources to a Third Party, without the written authorization of the ACCESS PROVIDER; and then only under a legally binding written agreement with the ACCESS PROVIDER based on this Agreement.

OTHER MATTERS

10. Any other matters or conditions which the parties to this agreement wish to record: _____

Note: A copy of this agreement must be lodged with the Director-General of the Department of Environmental Affairs within 30 days of the agreement being concluded.

This agreement constitutes the entire agreement between the parties in regard to the subject matter of this agreement and no addition to, variation or cancellation of this agreement or waiver of any rights under this agreement will be of any force or effect unless reduced to writing and signed by the parties to this agreement and submitted to the Director-General of the Department of Environmental Affairs within 30 days.

BREACH AND TERMINATION

11. If a party to this agreement("the breaching party") breaches any material provision of this agreement, the other party ("the aggrieved Party") shall be entitled to deliver to the breaching party a written notice requiring the breaching party to rectify that breach within 30 days of receipt. If the breaching party remains in breach of such provision within 30 days after receipt of the notice, the aggrieved party shall be entitled (without derogating from any of its other rights or remedies under this agreement or at law)
- 11.1 To sue for immediate specific performance of any of the defaulting party's obligations under this agreement, whether or not such obligation is then due, or
- 11.2 To cancel this agreement, in which case written notice of the cancellation shall be given to the defaulting Party, provided that the remedy of specific performance or damages would not adequately prevent the aggrieved party from being prejudiced.

SIGNATURES

Name of ACCESS PROVIDER	Capacity	Date

ENDORSEMENT OF TRADITIONAL AUTHORITY / JURISTIC BODY, IF APPLICABLE

Name	Signature of duly authorized officer	Date

Name of PERMIT APPLICANT	Capacity	Date

APPROVAL BY THE MINISTER OF ENVIRONMENTAL AFFAIRS

SIGNATURE	DATE

BENEFIT SHARING AGREEMENT (TRADITIONAL KNOWLEDGE)**Between****[Name]****[Legal address]****Represented by [name of TRADITIONAL KNOWLEDGE HOLDERS
representative]**

Hereafter referred to as the TRADITIONAL KNOWLEDGE HOLDER

And**Represented by [name of RECIPIENT/PERMIT APPLICANT representative]**

Hereafter referred to as the PERMIT APPLICANT

[Company name]**[Legal address]****USER OF TRADITIONAL KNOWLEDGE ASSOCIATED WITH INDIGENOUS
GENETIC AND BIOLOGICAL RESOURCES/ PERMIT APPLICANT**

1.4 The PERMIT APPLICANT is [.....], as registered company/ or natural person in terms of South African Laws

1.5 The relevant details of the company/natural person are:

1.5.1 Name: _____

1.5.2 Registration Number: _____

1.5.3 Contact details and Contact Person: _____

**TRADITIONAL KNOWLEDGE HOLDER ASSOCIATED WITH INDIGENOUS
BIOLOGICAL RESOURCES**

2.1 The TRADITIONAL KNOWLEDGE HOLDER associated with Indigenous Biological Resources is [.....], as a [natural person or Indigenous Community] in terms of South African Laws

2.3 The relevant details are:

2.3.1 Name: _____

2.1.2 Contact details, Capacity and Contact Person: _____

2.3.2 If entering into agreement in a representative capacity, state name of principal:

IF INDIGENOUS COMMUNITY WHOSE TRADITIONAL KNOWLEDGE IS ASSOCIATED WITH INDIGENOUS GENETIC AND BIOLOGICAL RESOURCE(S)

3. Name and Description of [indigenous community / individual / association / organisation]:

3.1 The relevant details are:

3.1.1 Name: _____

3.1.2 Contact details, Capacity and Contact Person: _____

3.1.3 If entering into agreement in a representative capacity, state name of principal: _____

INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

4. This agreement concerns the following indigenous genetic and biological resources:

- ✓ Scientific and common names of the indigenous genetic and biological resource e.g. plant, animal, microorganism, genetic material, derivative.
- ✓ The part or state of the resource to be collected / utilized.
- ✓ The quantity required.
- ✓ The locality data where the material will be sourced from.

Scientific and common names	Part of resource to be utilised	Physical state of resource	Quantity	Locality / source information (coordinates)
<i>Aloe ferox</i> Bitter aloe	Sap from leaves	Crystals	100 kg	xxS ## E Mosselbaai

TRADITIONAL USES OF INDIGENOUS GENETIC AND BIOLOGICAL RESOURCES

5. Provide the brief details of Traditional Knowledge associated with the use of each indigenous genetic and biological resource listed in clause 4.

SHARING OF BENEFITS

6. Sharing in benefits arising including non-monetary, monetary or any kind of benefits:

Note: Benefits will vary considerably from case to case and in particular, benefits will vary depending on the nature of the project. The lists below provide examples of monetary and non-monetary benefits that may arise from bioprospecting projects. Tick each block that applies to this agreement and provide details of the selected benefits in a form of Addendum.

- 6.1 The benefits derived from the utilisation of the indigenous genetic and biological resources to [insert name of **TRADITIONAL KNOWLEDGE HOLDER**] would be as follows:

Non-monetary, monetary or any kind of benefits			
Ongoing communication of bio-prospecting objectives, methods and findings, translated into local languages		Copies of proposals, reports and publications	
Simplified and popularised posters, manuals, pamphlets and other documents translated into local languages		Recognition and promotion of traditional knowledge/use	
Co-authorship of publications		Lodging of specimens	
Access to research data		Grants for development and environmental education projects	
Copies of photographs and slides		Fees (e.g. for consultation, assistants, guides, use of facilities and infrastructure)	

Non-monetary, monetary or any kind of benefits			
Inclusion in the research of local collaborators, assistants, guides and informants		Royalties	
Training of local people as appropriate in relevant scientific, legal and management issues		Upfront payments	
Equipment and infrastructure support		Milestone payments	
Co-ownership of any intellectual property rights		Other financial benefits (specify)	
Other (specify)		Other (specify)	

PAYMENT OF BENEFITS

7. Any monetary benefits arising out of this agreement and due to any party to this agreement must be paid into the Bioprospecting Trust Fund. This benefit sharing agreement serves as a deed of trust in terms of the Public Finance Management Act of money due to the **TRADITIONAL KNOWLEDGE HOLDER** of the indigenous genetic and biological resources.

REVIEW OF AGREEMENT

8. This agreement will be reviewed every _____ (**fill in agreed timeframe**), with a view to amending the agreement if necessary.

Note: One month prior to every review, the permit holder must disclose any new material information with regard to the biotrade / bioprospecting to all stakeholders to enable stakeholders to participate in the review from an informed basis.

THIRD PARTY TRANSFER

9. The PERMIT APPLICANT undertakes not to transfer the traditional knowledge associated with indigenous biological resources to a Third Party, without the written authorization of the TRADITIONAL KNOWLEDGE HOLDER; and then only under a legally binding written agreement with the TRADITIONAL KNOWLEDGE HOLDER based on this Agreement.

OTHER MATTERS

10. Any other matters or conditions which the parties to this agreement wish to record: _____

Note: A copy of this agreement must be lodged with the Director-General of the Department of Environmental Affairs within 30 days of the agreement being concluded.

This agreement constitutes the entire agreement between the parties in regard to the subject matter of this agreement and no addition to, variation or cancellation of this agreement or waiver of any rights under this agreement will be of any force or effect unless reduced to writing and signed by the parties to this agreement and submitted to the Director-General of the Department of Environmental Affairs.

BREACH AND TERMINATION

11. If a party to this agreement("the breaching party") breaches any material provision of this agreement, the other party ("the aggrieved Party") shall be entitled to deliver to the breaching party a written notice requiring the breaching party to rectify that breach within 30 days of receipt. If the breaching party remains in breach of such provision within 30 days after receipt of the notice, the aggrieved party shall be entitled (without derogating from any of its other rights or remedies under this agreement or at law)
- 11.1 To sue for immediate specific performance of any of the defaulting party's obligations under this agreement, whether or not such obligation is then due, or
- 11.2 To cancel this agreement, in which case written notice of the cancellation shall be given to the defaulting Party, provided that the remedy of specific performance or damages would not adequately prevent the aggrieved party from being prejudiced.

SIGNATURES

--	--	--

Name of TRADITIONAL KNOWLEDGE HOLDER

Capacity

Date

ENDORSEMENT OF TRADITIONAL AUTHORITY / JURISTIC BODY, IF APPLICABLE

Name	Signature of duly authorized officer	Date

Name of Permit applicant	Capacity	Date

APPROVAL BY THE MINISTER OF ENVIRONMENTAL AFFAIRS

SIGNATURE	DATE

ANNEXURE 13
COMMUNITY RESOLUTION

Notes:

1. The resolution must be signed by both permit applicant and the members of the community to this resolution.
2. If insufficient space is provided for signatures, a provision for addition of Annexures is allowed.
3. Annexures with names, Identity Numbers (ID No.s) and contact details of Community members to this resolution must be attached to this resolution.

COMMUNITY RESOLUTION

It is hereby recorded that on **_[Insert date]__**, representatives of the **____[insert name of the community]__** met at **_[Insert place name]__**. At this meeting, the bioprospecting project relating to **_[Insert the Bioprospecting activities]_** and the use of associated Traditional Knowledge was discussed.

At this meeting it was resolved that:

1. We **_[insert name of the community]__**, are the holders and owner of traditional Knowledge/Indigenous Biological Resources relating to **__[Insert the name of indigenous genetic and biological resource]**.
2. We are fully aware of the bioprospecting project/activities wherein **_[Insert company/ permit applicant name]__** wants to use the **_[Insert the name of indigenous genetic and biological resource]_** and our Traditional Knowledge for the purpose of **[Insert the purpose of the project/Bioprospecting activity]**.
3. We jointly agree to share our **_[Insert the name of indigenous genetic and biological resource]_** and associated Traditional Knowledge with **__[Insert company/ permit applicant name]_** with for the purpose mentioned in 2 above.
4. We authorize **_[Insert community representative]_** on behalf of **_ [insert name of the community]__** to represent us.

5. This authorization is for agreement with **__[Insert Company name/permit applicant]__**, for the purpose mentioned in 2 above, and does not relate to any other agreement.
6. This resolution will be signed by **__[Insert number]__** members of our community, namely; **__[Insert names and ID numbers of the community members]__** or **__[the Executive committee, as the case may be]__** on our behalf.

Signed at _____ on this _____ day of _____
20_____

Signature_____

Full Names: _____

Duly representing the **__[Insert the name of the community]__** Community

Signature _____

Full Names: _____

Company Name/permit applicant: _____

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

Publications: Tel: (012) 748 6052, 748 6053, 748 6058

Advertisements: Tel: (012) 748 6205, 748 6208, 748 6209, 748 6210, 748 6211

Subscriptions: Tel: (012) 748 6054, 748 6055, 748 6057

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Publikasies: Tel: (012) 748 6052, 748 6053, 748 6058

Advertensies: Tel: (012) 748 6205, 748 6208, 748 6209, 748 6210, 748 6211

Subskripsies: Tel: (012) 748 6054, 748 6055, 748 6057