

## ANNEXURE 5

## MATERIAL TRANSFER AGREEMENT

(Section 11)  
(Regulation 14(1)(a))

Ref No. ....

*This is given only as a guide and must be adjusted by those entering into the material transfer agreement as deemed suitable to all parties.*

I/we\* .....  
.....

being the organ of State or competent national authority charged with the management of the genetic resources located at .....

.....  
.....

*(State location or geographical area)*

have entered into a materials transfer agreement with: .....

*(name of collector)*

..... *(hereby referred to as the applicant)*

from: .....

*(State origin of collector by nationality and institutional affiliation, etc. curriculum vitae of the person in charge and profiles of other involved persons are hereby attached)*

On this ..... day of .....

This agreement is valid for a period of ..... years from the date of signature and may be renegotiated as found appropriate by both parties.

Biological or genetic resources or associated traditional knowledge transfer fee payable by the applicant: .....

Collector's access permit No.: ..... Issued on .....  
*(DD/MM/YYYY)*

**Particulars of biological or genetic resources and associated traditional knowledge transfer fee to be collected including:**

- (a) type and quantity of genetic resources to be collected, as well as the specific tax to be collected;
- (b) a list of broader species categories;
- (c) duration of collection of the genetic resources;
- (d) location and site of storage or utilisation;
- (e) location and site of collection;

The following are the purposes for which the collected material can be used:

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.....

.....

Restrictions:

Should the applicant wish to use the material for new and additional use, the applicant is required to renegotiate this agreement with the organ of State and competent national authority.

Transfer to third party is only allowable with the consent of the competent national authority, the organ of State and competent national authority signatory to this agreement.

Below are the itemised financial resources available or expected to be available:

Item	Amount Available
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

## Research

Indicate where it will take place:

.....

How the research will be carried out:

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.....

.....

.....

.....

Expected results of a research programme, both scientific and financial, including information on:

.....

.....

.....

.....

.....

Identification of local bodies for collaboration in research and development – explain how they will collaborate:

(i) .....

.....

.....

- (ii) .....
- .....
- .....
- (iii) .....
- .....
- .....

### **Confidential Information**

Put statement on how any confidential information must be treated.

### **Benefit sharing arrangements:**

#### **Expected kinds / types of benefits**

#### **Beneficiary\***

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

*\* please attach separate sheet indicating the number of people expected to benefit, their names and location*

### **Depository:**

A depository for representative samples or specimens and or intangible components of the biological or genetic resources and associated traditional knowledge to be collected has been designated as: ..

.....

.....

### **Access to Genetic Resources:**

It is hereby stated that in relation to the genetic resources held inside Namibia, competent authority and organ of State must have access at any time. And for those biological or genetic resources and associated traditional knowledge to be taken or held outside Namibia, the applicant must allow reasonable access to the genetic resources.

### **Information Handling:**

Every ..... months / years, the applicant must inform the competent national authority or organ of State of the status of research and all discoveries from research involving the biological or genetic resources and associated traditional knowledge.

The applicant must also inform the competent national authority or organ of State about the environmental and socio-economic impacts of any on-going collection of biological or genetic resources and associated traditional knowledge during the period of collection.

The applicant must submit a report about the status of the environment in the access area at the end of the collection period.

**Technology transfer:**

State how Namibia will benefit from the collection and use of the biological or genetic resources and associated traditional knowledge through the transfer of technology and knowledge:

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.....

.....

.....

.....

**Dispute settlement:** .....

.....

.....

*(Insert agreed modes of settling disputes arising from the interpretation and implementation of the agreement, including an arbitration)*

**Law applicable:**

This Agreement is governed by the Laws of Namibia.

**Amendments:** .....

.....

.....

*(Insert provisions that allow for amendment of the agreement and how this amendment must be made)*

**Signed by:**

..... Name of Applicant	..... Signature	..... Date
..... Name of authorised representative of organ of state	..... Signature	..... Date
..... Name of authorised representative of competent national authority	..... Signature	..... Date