



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

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.
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 other page of the agreement, including any annexures.

1. Applicant for permit if applicant is a juristic body

1.1. Name of institution or body: _____

1.2. Registration number of institution or body: _____

1.3. Contact details of institution or body (including postal/physical address, phone, fax and e-mail address): _____

1.4. Name of contact person in the institution or body: _____

1.5. Capacity of contact person: _____

2. Applicant for a permit if applicant is a natural person

2.1. Name of applicant: _____

2.2. Identity number of applicant: _____

2.3. Contact details of recipient (including postal/physical address, phone, fax and e-mail address): _____

3. Provider of access to indigenous biological resources (if applicable)

3.1. Name: _____

3.2. Capacity: _____

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

3.4. Contact details (includes physical/postal address, telephone, Fax and e-mail address): _____

4. Indigenous community (if applicable)

4.1. Description of indigenous community:

4.2. Name of indigenous community representative who will sign this agreement on behalf of the indigenous community: _____

4.3. Capacity: _____

4.4. Contact details (includes physical/postal address, telephone, fax and e-mail address) of the indigenous community representative:

A resolution adopted by the indigenous community must be attached to this form. The resolution must confirm that the indigenous community representative indicated above has been authorised to enter into this agreement on behalf of the indigenous community; that the indigenous community has full knowledge of the bioprospecting project; and that it consents to entering into this benefit-sharing agreement.

5. Type and quantity of indigenous biological resources

This agreement concerns the following indigenous biological resources - (specify below type of resources, quantity of resources and area or source from which the resources are to be collected or obtained)

Type of	Family,	Part of	Quantity	Full locality
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organism	genus or species (if possible) (scientific and common names)	organism to be collected	(Limitation on the quantity of samples)	data (GIS readings if possible)

6. Current uses of indigenous biological resources

The present potential uses of the indigenous biological resources to be collected are the following –

7. Intended use of indigenous biological resources

The manner in which and the extent to which the indigenous biological resources are to be used or exploited for purposes of the bioprospecting are (set out details) –

8. Traditional use or knowledge (if applicable)

The indigenous community that is a party to this agreement has the following traditional knowledge of the indigenous biological resources or has traditionally used the indigenous biological resources in the following way –

9. Sharing in benefits

Benefits will vary considerably from case to case and in particular, benefits will vary depending on whether the stakeholder is providing access to the indigenous biological resources or is an indigenous community. The lists below provide examples of monetary and non-monetary benefits that may arise from bioprospecting projects. This first list is more relevant if the stakeholder to this agreement is providing or giving access to the indigenous biological resources while the second list is more relevant if the stakeholder to this agreement is an indigenous community. Tick each block that applies to this agreement and identify below who will be the beneficiary of each benefit and the extent of the benefit (provide supporting documentation where necessary).

To be completed if stakeholder is providing or giving access to the indigenous biological resources

Non-monetary, monetary and ‘in kind’ 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	

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)	

To be completed if stakeholder is an indigenous community

Non-monetary, monetary and 'in kind' benefits			
Ongoing communication of bio-prospecting objectives, methods and		Copies of proposals, reports	

findings, translated into local languages		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 (eg for consultation, assistants, guides, use of facilities and infrastructure)	
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)	

10. Payment of benefits

All money arising out of this agreement and due to any party to this agreement must be paid into the Bioprospecting Trust Fund.

11. Review of agreement

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 bioprospecting to all stakeholders to enable stakeholders to participate in the review from an informed basis.

12. Other matters

Any other matters or conditions which the parties to this agreement wish to record may be attached to this agreement as an annexure.

A copy of this agreement must be lodged with the Director-General of the Department of Environmental Affairs and Tourism within one month 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.

Signature of applicant for permit: _____ Date: _____

Capacity of signatory: _____

On behalf of: _____

Endorsement of a juristic body, if applicable

Name of juristic body:

Signature of duly authorised officer from the juristic body:

_____ **Date:** _____

Signature of access provider of indigenous biological resource:

_____ **Date:** _____

Capacity of signatory: _____

On behalf of: _____

Signature of indigenous community representative:

_____ **Date:** _____

Capacity of signatory: _____

On behalf of: _____

Approved by the Minister of Water and Environmental Affairs

Signature

Date

DEPARTMENTAL CONTACT DETAILS

All completed documents must be mailed to:

THE DIRECTOR - GENERAL

DEPARTMENT OF ENVIRONMENTAL AFFAIRS

Private Bag X447 or hand delivered to: 315 Pretorius Street

Pretoria

Pretoria

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FOR THE ATTENTION OF THE DIRECTOR: RESOURCE USE

Enquiries:

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