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General Notice No. 77 of 2005.

THE TRADE MARKS ACT.

Section 23(3) & Rule 67.

NOTICE.

NOTICE IS HEREBY GIVEN that pursuant to Section 23(3) and Rule 67 of the Trademarks Act, unless the Renewal fee upon Trademark Form No. 10 together with additional fee upon Trademark Form No. 11 for the Trademark shown below is received within one month of the date of notice, the mark will be removed from the Register.

No.	Class	Schedule	Name of Proprietor
19117	30	III	Magna Limited

Dated at Kampala this 2nd day of March, 2005.

FIONA BAYIGA,
Assistant Registrar of Trademarks.

General Notice No. 78 of 2005.

IN THE MATTER OF THE COMPANIES ACT

(Cap. 110.)

AND

IN THE MATTER OF WORLD TRADING & INVESTMENT COMPANY LIMITED.

[IN MEMBERS VOLUNTARY WINDING UP]

ADVERTISEMENT OF THE FINAL MEETING FOR THE COMPANY

NOTICE IS HEREBY GIVEN that in pursuance of the provisions of the above Act the final meeting of the above named company will be held at the company's premises on the 9th day of April, 2005 at 9:30 in the forenoon or soon thereafter for the purpose of laying before such meeting the account of the winding up of the above-named company and giving an explanation thereof.

INNOCENT KIHKA,
Liquidator.

General Notice No. 79 of 2005.

THE COMPANIES ACT LAWS OF UGANDA, 2000.

(Cap. 110).

NOTICE.

Pursuant to section 19(4) of the Companies Act, notice is hereby given that Almirante Investments Limited has by Special Resolution passed on 2nd March, 2005 and with the approval of the Registrar of Companies changed in name to Almirante Fish Limited and that such new name has been entered in my register.

DATED at Kampala, this 10th day of March, 2005.

BEN TURYASINGURA,
Assistant Registrar of Companies.

General Notice No. 80 of 2005.

THE COMPANIES ACT 1964.

(Cap. 85).

NOTICE.

Pursuant to section 20(3) of the Companies Act, notice is hereby given that Hass Petroleum (K) Limited has by Special Resolution passed on 20th February, 2005 and with the approval of the Registrar of Companies changed its name to Hass Petroleum (U) Limited and that such new name has been entered in my register.

DATED at Kampala, this 20th day of February, 2005.

BEN TURYASINGURA,
Assistant Registrar of Companies.

General Notice No. 81 of 2005.

THE COMPANIES ACT LAWS OF UGANDA, 2000.

(Cap. 110).

NOTICE.

Pursuant to section 19(4) of the Companies Act, notice is hereby given that MPG Associates (East Africa) Limited has by Special Resolution passed on 7th March, 2005 and with the approval of the Registrar of Companies changed in name to MPG Associates Limited and that such new name has been entered in my register.

DATED at Kampala, this 14th day of March, 2005.

MAUDAH ATUZARIRWE,
Assistant Registrar of Companies.

General Notice No. 82 of 2005.

THE TRADE MARKS ACT.

(Cap. 83).

NOTICE.

NOTICE IS HEREBY GIVEN that any person who has grounds to oppose the registration of any of the marks advertised herein may within sixty days from the date of this *Gazette*, lodge a Notice of opposition on Trade Mark Form No. 6 together with a fee of Shs. 4000 in case of National applicants or US\$ 250 in case of Foreign applicants. The period of lodging Notice of opposition may be extended in suitable cases by the Registrar as he thinks fit upon such terms as he may direct. Formal opposition should not be lodged until after reasonable notice has been given by letter to the applicant so that he may have an opportunity to withdraw his application before the expense of opposition proceedings is incurred. Failure to give such notice will be taken into account in considering any application by the opponent for an order for costs if the opposition is uncontested by the applicant. Representations of the marks herein advertised can be inspected at the office of the Registrar of Trade Marks, Amamu House, Plot No. 5B George Street, P.O. Box 6848, Kampala.

- (21) APPLICATION NO. B834 IN PART "B".
(52) Class 29.
(54)



- (53)
(59)
(64)
(57) *Nature of goods*— Milk products.
(73) *Name of applicant*— Victoria Trading.
(77) *Address*— P.O. Box 1571, Kampala.
(74)
(22) *Date of filing application*— 11th March, 2005.

- (21) APPLICATION NO. B835 IN PART "B".
(52) Class 29.
(54)



- (53)
(59)
(64)
(57) *Nature of goods*— Ice cream.
(73) *Name of applicant*— Victoria Trading.
(77) *Address*— P.O. Box 1571, Kampala.
(74)
(22) *Date of filing application*— 11th March, 2005.

- (21) APPLICATION NO. 27501 IN PART "A".
(52) Class 20.
(54)

POLYFOAM

- (53)
(59)
(64)

- (57) *Nature of goods*— Mattresses; pillows/cushions; furniture; and; all kinds of polyurethane products.

- (73) *Name of applicant*— Euroflex Limited.

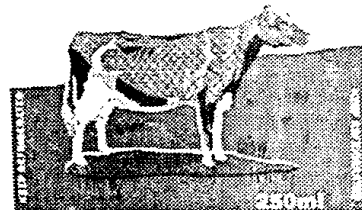
- (77) *Address*— P.O. Box 25047, Kampala.

(74)

- (22) *Date of filing application*— 14th March, 2005.

- (21) APPLICATION NO. 25516 IN PART "A".
(52) Class 29.
(54)

MADDO DAIRIES



- (53)
(59)
(64)
(57) *Nature of goods*— Milk and milk products.
(73) *Name of applicant*— Registered Trustees of N'Lo Diocese.
(77) *Address*— T/a Maddo Dairies, P.O. Box 14, Masaka.
(74)
(22) *Date of filing application*— 7th February, 2005.

- (21) APPLICATION NO. 27502 IN PART "A".
(52) Class 20.
(54)

CRANEOAM

- (53)
(59)
(64)
(57) *Nature of goods*— Mattresses; pillows/cushions; furniture; and; all kinds of polyurethane products.
(73) *Name of applicant*— Euroflex Limited.
(77) *Address*— P.O. Box 25047, Kampala.
(74)
(22) *Date of filing application*— 14th March, 2005.

- (21) APPLICATION NO. 27503 IN PART "A".
(52) Class 20.
(54)

SAFARIFOAM

- (53)
(59)
(64)
(57) *Nature of goods*— Mattresses; pillows/cushions; furniture; and; all kinds of polyurethane products.
(73) *Name of applicant*— Euroflex Limited.
(77) *Address*— P.O. Box 25047, Kampala.
(74)
(22) *Date of filing application*— 14th March, 2005.

- (21) APPLICATION NO. 27504 IN PART "A".
(52) Class 20.
(54)

DURAFOAM

- (53)
(59)
(64)

(57) *Nature of goods*— Mattresses; pillows/cushions; furniture and; all kinds of polyurethane products.

(73) *Name of applicant*— Euroflex Limited.

(77) *Address*— P.O. Box 25047, Kampala.

(74)

(22) *Date of filing application*— 14th March, 2005.

(21) APPLICATION NO. 27487 IN PART "A".

(52) Class 16.

(54)



(53)

(59)

(64)

(57) *Nature of goods*— Packets for toothbrushes.

(73) *Name of applicant*— Nice House of Plastics Limited.

(77) *Address*— P.O. Box 5961, Kampala.

(74)

(22) *Date of filing application*— 9th March, 2005.

(21) APPLICATION NO. 27489 IN PART "A".

(52) Class 16.

(54)



(53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the word "UGANDA" except as represented.

(59)

(64)

(57) *Nature of goods*— Ball point pens in blue, red and black ink.

(73) *Name of applicant*— Nice House of Plastics Limited.

(77) *Address*— P.O. Box 5961, Kampala.

(74)

(22) *Date of filing application*— 9th March, 2005.

(21) APPLICATION NO. 27500 IN PART "A".

(52) Class 20.

(54)

NILEFOAM

(53)

(59)

(64)

(57) *Nature of goods*— Mattresses; pillows/cushions; furniture and; all kinds of polyurethane products.

(73) *Name of applicant*— Euroflex Limited.

(77) *Address*— P.O. Box 25047, Kampala.

(74)

(22) *Date of filing application*— 14th March, 2005.

(21) APPLICATION NO. B832 IN PART "B".

(52) Class 20.

(54)



(53)

(59)

(64)

(57) *Nature of goods*— Foam mattresses; foam pillows/cushions; foam furniture and; all kinds of foam products.

(73) *Name of applicant*— Euroflex Limited.

(77) *Address*— P.O. Box 25047, Kampala.

(74) C/o. M/s. Omunyokol & Co. Advocates, P.O. Box 6737, Kampala.

(22) *Date of filing application*— 11th March, 2005.

(21) APPLICATION NO. B833 IN PART "B".

(52) Class 20.

(54)



(53)

(59)

(64)

(57) *Nature of goods*— Foam mattresses; foam pillows/cushions; foam furniture and; all kinds of foam products.

(73) *Name of applicant*— Euroflex Limited.

(77) *Address*— P.O. Box 25047, Kampala.

(74) C/o. M/s. Omunyokol & Co. Advocates, P.O. Box 6737, Kampala.

(22) *Date of filing application*— 11th March, 2005.

(21) APPLICATION NO. 27505 IN PART "A".

(52) Class 20.

(54)

SUPAFOAM

(53)

(59)

(64)

(57) *Nature of goods*— Mattresses; pillows/cushions; furniture and; all kinds of polyurethane products.

(73) *Name of applicant*— Euroflex Limited.

(77) *Address*— P.O. Box 25047, Kampala.

(74)

(22) *Date of filing application*— 14th March, 2005.

- (21) APPLICATION No. 27492 IN PART "A".
 (52) Class 21.
 (54)



- (53) *Disclaimer*— Registration of this Trademark shall give no right to the exclusive use of the word "TOOTHBRUSH" except as represented.

- (59)
 (64)
 (57) *Nature of goods*— Toothbrushes.
 (73) *Name of applicant*— Nice House of Plastics Limited.
 (77) *Address*— P.O. Box 5961, Kampala.
 (74)
 (22) *Date of filing application*— 9th March, 2005.

- (21) APPLICATION No. 27490 IN PART "A".
 (52) Class 21.
 (54)



- (53) *Nature of goods*— Toothbrushes.
 (73) *Name of applicant*— Nice House of Plastics Limited.
 (77) *Address*— P.O. Box 5961, Kampala.
 (74)
 (22) *Date of filing application*— 9th March, 2005.

- (21) APPLICATION No. 27488 IN PART "A".
 (52) Class 21.
 (54)



- (53) *Nature of goods*— Toothbrushes.
 (73) *Name of applicant*— Nice House of Plastics Ltd.
 (77) *Address*— P.O. Box 5961, Kampala.
 (74)
 (22) *Date of filing application*— 9th March, 2005.

- (21) APPLICATION No. 27491 IN PART "A".
 (52) Class 9.
 (54)

EXIDE

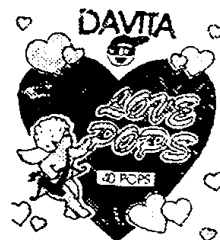
- (53)
 (59)
 (64) *Association*— To be associated with T.M No. 16333.
 (57) *Nature of goods*— Batteries.
 (73) *Name of applicant*— Uganda Batteries Ltd.
 (77) *Address*— P.O. Box 7049, Kampala.
 (74)
 (22) *Date of filing application*— 9th March, 2005.

- (21) APPLICATION No. 27507 IN PART "A".
 (52) Class 16.
 (54)



- (53) Better
 (59) Together
 (64)
 (57) *Nature of goods*— All goods included in Class 16.
 (73) *Name of applicant*— Jos & Multi-Achiles Int. Ltd.
 (77) *Address*— P.O. Box 31502, Kampala, Uganda.
 (74)
 (22) *Date of filing application*— 16th March, 2005.

- (21) APPLICATION No. 27523 IN PART "A".
 (52) Class 30.
 (54)



- (53)
 (59)
 (64)
 (57) *Nature of goods*— Confectionery, sweets and all goods included in Class 30.
 (73) *Name of applicant*— Trans Merchant International Ltd.
 (77) *Address*— P.O. Box 30332, Kampala-Uganda.
 (74)
 (22) *Date of filing application*— 15th March, 2005.
 Kampala, MAUDAH ATUZARIRW
 16th March, 2005. Assistant Registrar of Trade Marks

ADVERTISEMENTS

THE REGISTRATION OF TITLES ACT. (Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 12 Plot 171 at Mengo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Frank Lutaaya of P.O. Box 5228, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOM
 25th February, 2005. for Commissioner Land Registrar

THE REGISTRATION OF TITLES ACT. (Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 601 Plot 1 at Maya.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the name of Yokana Masembe of Maya, Busembe Zone, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOM
 25th February, 2005. for Commissioner Land Registrar

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 278 Plot 56 Approx. 3.630 Hectares at Muyomba.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Wasswa Seninde P.O. Kyakatebe, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. KAAHWA EDWARD TIBESIGWA,
14th March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 503 Folio 24 Plot Nos. 4 and 6 Naboa Road, Mbale.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of The Registered Trustees of the Lohana Community Mbale of P.O. Box 664, Mbale, Kampala, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala. ROBERT V. NYOMBI,
21st January, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 217 Plot No. 295 at Kiwatule.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Rose Tibulya P.O. Box 6972, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. OPIO ROBERT,
29th March, 2004. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 256 Plot 27 Approx. 16.6 Acres at Banda.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Andrew Sukwe Kika Wensaalu of Banda Mumyuka Busiro, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. SARAH KUSIIMA,
8th March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 295 Plot 20 Approx. 10.0 of an Acre at Katolingo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Yusufu Kalungi P.O. Box 480, Mbarara, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. R.V. NYOMBI,
31st January, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 102 Plot 32 Approx. 2.00 Hectares at Jokolera.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Musisi Donozio (administrator of the estate of the late Mabirizi Yowana, Adm. Cause No. HCT-00-CV-AC 1370-2004, of the High Court of Uganda), a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. KAAHWA EDWARD TIBESIGWA,
14th March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Gomba Block 140 Plot 1 Approx. 640.0 Acres at Luzira.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Samwiri Walabye (deceased), a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. KAAHWA EDWARD TIBESIGWA,
14th March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Busiro Block 383 Plot 1356 at Kitende.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Alixanderea Namagga of Najeza, Sabawoli, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala. KAAHWA EDWARD TIBESIGWA,
4th March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 29 Plot 570 Land at Kulambiro.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Fred Segobe Kasibante of P.O. Box 9683, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, ROBERT V. NYOMBI,
14th February, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 195 Plot 280 Approx. 0.54 of an Hectare at Kyanja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Siperito Sekitoleko of P.O. Box 15232, Kibuye, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, R.V. NYOMBI,
31st January, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 588 Folio 6 Plot 9 Hospital Road Arua.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Pyaralli Noormohamed Somani of P.O. Box 184, Arua, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, SARAH KUSIIMA,
1st March, 2005. *for Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 655 Folio 17 Plot 9A Hospital Road Arua.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Pyaralli Noormohamed of P.O. Box 184, Arua, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, SARAH KUSIIMA,
1st March, 2005. *for Commissioner Land Registration.*

IN THE HIGH COURT OF UGANDA AT KAMPALA
(COMMERCIAL DIVISION)

COMPANY CAUSE No. 05 OF 2005

IN THE MATTER OF UNITED ASSURANCE
COMPANY LIMITED

and

IN THE MATTER OF A PETITION FOR WINDING

and

IN THE MATTER OF SECTIONS 211(i) 222 (f) OF THE
COMPANIES ACT (CAP 110)

1. KANTIBHAI MAGANBHAI PATEL

2. KANTIBHAI MANIBHAI PATEL—*Petitioners*

Versus

UNITED ASSURANCE COMPANY LTD.—*Respondent*

ADVERTISEMENT OF PETITION BY MINORITY
SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a petition for the winding up of UNITED ASSURANCE COMPANY LIMITED by High Court (Commercial Division) at Kampala or by other orders as may be just was on the 17th day of February, 2005 presented to the said Court by KANTIBHAI MAGANBHAI PATEL and KANTIBHAI MANIBHAI PATEL of care of M/s Nangwala, Rezida & Co. Advocates Suite No. 3, 2nd Floor Fountain House, Plot No. 55 Nkrumah Road, P.O. Box 10304, Kampala.

AND that the said Petition is directed to be heard before the High Court sitting at the Law Courts, Commercial Division Kampala in Uganda on the 24th day of March, 2005.

Any creditor or contributory of the said Company desiring to support or oppose the making of an order on the said petition may appear at the time of the hearing in person or by his Advocate for that purpose and a copy of the petition will be furnished by the undersigned to any creditor or contributory of the said Company requiring such copy payment of the regulated charge for the same.

Dated at Kampala this 17th day of February, 2005.

NANGWALA, REZIDA & CO. ADVOCATES
Counsel for the Petitioners

GIVEN under my hand and seal of this Court this 18th day of February, 2005.

JOHN EUDES KETIRIMA

Registrar

NOTE:

Any person who intends to appear on the hearing of the said Petition must serve on or send by post to M/S Nangwala, Rezida & Co. Advocates at the address below, notice in writing of his intention to do so on the Petitioner or the Respondent Nangwala, Rezida & Co. Advocates. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm or his or their Advocate (if any) and must be served if posted must be sent by post, in sufficient time to reach the above named Advocates in any case not later than 10 O'clock morning/afternoon on the 24th day of March, 2005. A person who has failed to comply with this rule shall not, without the special leave of Court, be allowed to appear on the hearing of the petition.

Drawn & Filed by:

M/S NANGWALA, REZIDA & CO. ADVOCATES,
Suite No. 3, 2nd Floor Fountain House
Plot No. 55 Nkrumah Road,
P.O. Box 10304, Kampala



SAFE LIFE UGANDA (SLU)

ANTI-AIDS ANTHEM COMPOSED AND TESTED IN UGANDA



MR. OUCHA PATRICK

ONE MOMENT, SOMEDAY!
HIV/AIDS WILL SURRENDER
CRAVE A.B.C, VCT, ARV's.....
GO TEST NOW!

KEEP ON FIGHTING
LET LIFE FLOW
DON'T DIE YOUNG
WHY DIE YOUNG?

COME CLOSER GOD
AIDS WILL VANISH
HEAL THOSE INFECTED
BLESS THOSE AFFECTED

WIDOWS, ORPHANS, WIDOWERS.....
AIDS WILL SURRENDER
ONE MOMENT, SOMEDAY
ALL WILL REJOICE

PLEASE DON'T MISUSE!!!

IT'S YOUR FAMILY WEAPON AGAINST AIDS!!!

TESTED IN UGANDA 2003.

COMPOSED BY

PATRICK DONALD OUCHA

After he has successfully sensitized the youth in over 2,500
Schools, presented Anti-Aids Programmes on
20 FM Radio Stations and a National Television between 1994 and 2004
The Anthem is designed to strengthen and sustain success
stories registered against the HIV/AIDS scourge
It has been approved by a Directorate of Music as
a Classic Piece against the HIV/AIDS scourge

ABBREVIATED:

- A: Abstinence
B: Be faithful or be careful
C: Change behaviour or character transformation.....
VCT: Voluntary, Counselling and Testing Services
ARV's: Anti Aids Drugs Or Anti-retrovirals

CONTACT:

EXECUTIVE DIRECTOR
SAFE LIFE UGANDA (SLU)

Plot 1 Lumumba Avenue, Simbamanyo Building,
8th Floor Resource Center (Ministry of Gender, Labour and Social Development)
P.O. Box 6945 Kampala, P.O. Box 56 Nebbi
Tel: 041-347854/5, 077-617716
E-mail: safelifeuganda2000@yahoo.com



THE ANTI - HIV/AIDS ANTHEM

Andante

one mo - ment, some day! AIDS will su

re-nder. Crave A B C, V C T, A R V's go test

now! keep on fight - ing let life flow. don't die

young, why die young? Come clo - ser God. AIDS will va - nish.

Heal those infe - cted, bless tho - se affe - cted, wi - dows, orph - ans.

Wi dowers. AIDS will su re - nder one mo - ment some day. All will re

STATUTORY INSTRUMENTS
SUPPLEMENT No. 11

18th March, 2005

STATUTORY INSTRUMENTS SUPPLEMENT
to The Uganda Gazette No. 15 Volume XCVIII dated 18th March, 2005
Printed by UPPC, Entebbe, by Order of the Government.

STATUTORY INSTRUMENTS

2005 No. 29.

The East African Community Act (Commencement)
Instrument, 2005.

(Under section 1 of the East African Community Act, 2002
Act 13 of 2002)

IN EXERCISE of the powers conferred upon the Minister responsible for regional cooperation by section 1 of the East African Community Act, 2002, this Instrument is made this 25th day of February, 2005.

1. This Instrument may be cited as the East African Community Act (Commencement) Instrument, 2005.

2. The East African Community Act, 2002 shall be deemed to have come into force on 15th January, 2005.

Title.
Commence-
ment of Act
No. 13 of
2002.

AUGUSTINE S. NSHIMYE, MP
Minister of State For Foreign Affairs/Regional Cooperation.

STATUTORY INSTRUMENTS SUPPLEMENT

to The Uganda Gazette No. 15 Volume XCVIII dated 18th March, 2005

Printed by UPPC, Entebbe, by Order of the Government.

STATUTORY INSTRUMENTS

2005 No. 30.

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

ARRANGEMENT OF REGULATIONS

Regulation

PART I—PRELIMINARY.

1. Title.
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STATUTORY INSTRUMENTS

2005 No. 30.

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

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

IN EXERCISE of the powers conferred on the Minister by sections 44 and 107 of the National Environment Act, and upon the recommendation of the Policy Committee on the Environment and the Board, these Regulations are made this 1st day of December, 2004. Cap. 153.

PART I—PRELIMINARY.

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

2. In these Regulations, unless the context otherwise requires— Interpre-
tation.

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

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

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

"Act" means the National Environment Act;

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

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

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

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

Cap. 200.

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

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

Cap. 209.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The object of these Regulations is—

Object of
Regulations.

- (a) to prescribe the procedure for access to genetic resources for scientific research, commercial purposes, bio-prospecting, conservation or industrial application;
- (b) to provide for the sharing of benefits derived from genetic resources; and
- (c) to promote the sustainable management and utilisation of genetic resources, thereby contributing to the conservation of the biological resources of Uganda.

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

Application
of
Regulations.

(2) These Regulations do not apply—

(a) to the exchange of genetic resources—

- (i) where the exchange is done by a local community among themselves and for their own consumption;
- (ii) where the exchange is certified to be purely for food or other consumptive purposes as prescribed by the relevant laws;

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

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

(d) to human genetic resources;

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

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

PART II—INSTITUTIONAL ARRANGEMENTS.

Designation
of
competent
authority.
Cap. 209.

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

Functions of
competent
authority.

6. The functions of the competent authority are—

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

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

(c) to establish and maintain a depository for all materials transfer agreements and associated accessory agreements;

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

Functions
and roles of
lead
agencies.

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

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

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

(a) to review the application and advise the competent authority, in writing, as to whether consent for access should be granted or not;

(b) to monitor, in collaboration with the competent authority and other lead agencies, the application and use of genetic resources transferred from Uganda and deposited outside Uganda;

(c) to ensure that the rights of the local communities which use, collect or research into genetic resources are protected, including verifying compliance with consent requirements;

(d) to ensure that accessory agreements have been concluded between the applicant and all affected parties; and

(e) on the approval of the competent authority, to establish a depository or designate an existing depository for representative samples or specimens of genetic materials taken out of Uganda.

(4) In the exercise of its functions under these Regulations, a lead agency shall continue to execute its mandate as prescribed by law.

8. The functions of the Authority are—

Functions of
the
Authority.

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

PART III—MANAGEMENT OF GENETIC RESOURCES.

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

Rights over
genetic
resources.

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

Access to
genetic
resources.

- (a) obtained a written prior informed consent from, and entered into an accessory agreement with the lead agency, local community or owner;
- (b) carried out an environmental impact assessment, in accordance with regulation 16, where required;

(c) entered into a materials transfer agreement in accordance with regulation 14; and

(d) obtained an access permit from the competent authority in accordance with regulation 19.

Protection
of special
categories
of species.

11. The competent authority and the lead agency shall not approve an application for access to genetic resources of any species listed as protected or threatened, unless written approval is obtained from the CITES Management Authority.

Application
for prior
informed
consent and
accessory
agreement.

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

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

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

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

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

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

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

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

Parties to prior informed consent and accessory agreement on communal land

PART IV-MATERIALS TRANSFER AGREEMENT AND BENEFIT SHARING.

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

Materials transfer agreement

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

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

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

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

(2) A materials transfer agreement shall—

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

- (g) require the collector to provide for the manner of sharing of benefits arising from intellectual property rights accruing from genetic resources;
- (h) provide for the participation of the citizens of Uganda or institutions located in Uganda, in research, development, management and utilisation of the genetic resources accessed at all stages of access; and
- (i) require the collector to submit to the competent authority and the lead agency, a regular status report on the research and development relating to the genetic resources concerned.

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

Environ-
mental
impact
assessment.

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

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

Use and
transfer of
genetic
resources
without
authority.

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

Future use
of genetic
resources.

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

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

Access
permit.

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

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

Sharing of
benefits.

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

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

(a) participation by Ugandan citizens and institutions in scientific research and other activities involving access to genetic resources;

(b) sharing of access fees and royalties, research funds, licence fees and other special fees to support conservation of biodiversity;

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

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

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

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

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

(a) the owner of the genetic resource or the authorised representative of the owner; and

(b) the local community affected by the agreement.

Genetic
resources in
transit.

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

Guidelines
for export
of genetic
resources.

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

Confisca-
tion.

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

Offences.

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

(2) Any person who provides false information in an application for prior informed consent, accessory agreement or materials transfer agreement commits an offence.

liable, on conviction, to a fine of not less than thirty thousand shillings and not exceeding three millions shillings or to imprisonment not exceeding three months, or both.

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

Further
orders of
court.

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

PART V—ACCESS TO INFORMATION

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

Documents
deemed to
be public
documents.

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

Right of
access to
information.

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

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

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

Protection
of
proprietary
information.

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

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

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

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

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

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

PART VI-GENERAL

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

Transitional
arrange-
ments.

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

SCHEDULES

FIRST SCHEDULE

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

APPLICATION FOR PRIOR INFORMED CONSENT

Form: AGR 1

To*: (Lead agency)

..... (Local Community)

..... (Owner)

I/we*

of
(address)

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

The prior informed consent is being applied for, for the genetic
resources located at

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

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

.....
.....

I/we* declare that I am/we* are willing to enter into an access
agreement with you on terms and conditions acceptable to you

I/we* hereby further declare that to the best of my/our information, the information given in this application is correct and true and that the prior informed consent will only be used for applying to the competent authority to access genetic resources from Uganda.

Date

Signature of applicant

FOR OFFICIAL USE ONLY

Application received on 20.....

*Delete whichever is not applicable

SECOND SCHEDULE

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

PRIOR INFORMED CONSENT

FORM: AGR 3

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

.....
(State the genetic resources)

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

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

This consent is valid from 20 to 20

This consent is granted subject to the following conditions:

1.
2.
3.
4.
5.

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

1.
2.

Signed

Date

Lead agency, local community or owner*

*Delete whichever is not applicable

THIRD SCHEDULE

ACCESSORY AGREEMENT

Regulation 12(3)

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

ACCESSORY AGREEMENT

FORM: AGR 2

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

1.
2.
3.

For the purposes of

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

On condition that—

1.
2.
3.

(Attach additional information where necessary)

Date of consent: 20.....

Signed

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

c.c. The Competent Authority

FOURTH SCHEDULE

INFORMATION TO BE INCLUDED IN MATERIALS
TRANSFER AGREEMENT

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

(1) A statement of approval of access application or access permit.

(2) Particulars of the applicant including—

(a) identity and *curriculum vitae* of the person in charge of the access programme and other persons working on the access activities; and

(b) profiles of all other institutions or individuals connected to the access programme.

(3) Particulars of the genetic resources to be collected including—

(a) type and quantity of genetic resources to be collected as well as the specific taxa to be collected;

(b) a list of broader species categories;

(c) duration of collection of the genetic resources;

(d) location and site of storage or utilisation;

(e) location and site of collection;

(4) Purposes for which the collected material can be used including—

(a) accurate information regarding intended use (e.g. taxonomy, research, commercialisation);

- (b) requirements for a new agreement if the applicant wishes to use the material for new and additional uses;
 - (c) restrictions on transfer to third party without the consent of the competent authority, lead agency and the holders of accessory agreements;
 - (d) identification of where the research will take place;
 - (e) accurate information regarding the intended use.
- (5) Financial resources available or expected to be available and the budget.

(6) The expected results of a research programme, both scientific and financial, including information on how the research will be carried out—

- (a) identification of local bodies for collaboration in research and development;
 - (b) treatment of confidential information.
- (7) Identification of benefit sharing arrangements by—
- (a) stating the kinds/types of benefits that could come from obtaining access to the resource;
 - (b) stating the local beneficiaries and institutions and how they will benefit e.g. financial, material or information technology transfer; and the benefits should provide the number of people expected to benefit, their names and location;
 - (c) stating the local bodies and institutions for collaboration and how they will collaborate with the applicant.
- (8) A depository shall be designated—
- (a) for representative samples or specimens of the genetic resources to be collected; and

(b) for all intangible components of genetic resources to be collected.

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

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

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

(a) of all discoveries from research involving the biological and genetic resources, their derivatives, and their intangible components;

(b) at periodic intervals, of the status of research involving the biological or genetic resources, their derivative products, and their intangible components.

(12) Treatment of confidential information

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

(13) Technology transfer

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

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

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

(14) Fees

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

(15) Royalties

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

(16) Conservation measures

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

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

(17) Duration of materials transfer agreement

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

(18) Dispute settlement

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

(19) Law applicable

Agreement to be governed by the Laws of Uganda.

(20) Amendments

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

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

(21) Authorised signatories

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

FIFTH SCHEDULE

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

THE UGANDA NATIONAL COUNCIL FOR SCIENCE AND
TECHNOLOGY (UNCST)

FORM: AGR 4

ACCESS PERMIT

Permission is hereby granted to M/S

.....
.....

(Name and description of applicant)

to access, collect and export the following genetic resources

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

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

located at

.....
.....

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

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

Signed

.....

Executive Secretary

Competent Authority

* Delete whichever is inapplicable

SIXTH SCHEDULE

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

FEES

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

COL. KAHINDA OTAFIIRE
Minister of Water, Lands and Environment.