

GUIDELINES FOR BIODIVERSITY RESEARCH

The Guidelines

I The research team must submit two completed copies of the application form, Form B-001, to the Secretariat of the NBAC three (3) months prior to the scheduled commencement of the research project\programme. Applications will be processed within one month of receipt.

The application form will require, *inter alia*, the following information:

- (1) a statement of the objectives – why the research to be conducted in Guyana and whether it is for academic or commercial purpose(s);
- (2) the proposed duration and site(s) of the research;
- (3) the methodology through which the research objectives will be achieved;
- (4) the methodology for collecting animal specimens if the collection of such is to be made;
- (5) the source of funding and local costs in Guyana;;
- (6) the source of information regarding proposed project\programme;
- (7) the composition of the Research Team and brief *Curriculum Vitae* of each member;
- (8) a recommendation from a recognised Institution/Body/Society (for individuals only);
- (9) a statement of actual or proposed linkages with local institutions;
- (10) a brief description of what will accrue to Guyana from the research;
- (11) a list of all materials to be collected and their immediate, intermediate and final destinations;
- (12) a brief description of the environmental impact of such research;
- (13) disclosure of any affiliations with other institutions, private or public entities on whose behalf; or in collaboration with whom the research is being conducted.

II The Research Team must agree to the following:

Permits and Agreements

- (1) that they will obtain and sign an Academic or Commercial Research Agreement with the Government of Guyana prior to commencing their research (which includes gathering biological and genetic material as well as ethnobiological knowledge) and in the event the research is being conducted on behalf or in collaboration with another entity, that they will obtain the signature of this entity to the Research Agreement. Further, that they will continue to be bound by the terms of Agreement until released from them by the Government of Guyana except in respect of the right to conduct research in Guyana, which shall have a agreed time frame, specified in the Agreement;
- (2) that the EPA will obtain the necessary permits for field work in Guyana;

- (3) that they will collaborate with local institution (s) identified by the NBAC (unless the NBAC waives this obligation);
- (4) that the Research team will include a maximum of two Guyanese counterparts identified by the NBAC (unless the NBAC waives this obligation);
- (5) that local counterpart (s) must be identified as co-collector (s)/co-author(s);
- (6) that publication of any research, especially research using ethnobiological knowledge, shall be agreed to by the Government of Guyana and at least ten (10) copies would be sent to the EPA;
- (7) that they will abide with all local laws, government regulations and International Conventions to which Guyana is a contracting party or signatory (see Annex I), as well as those International Conventions to which the applicant's country of residence is a contracting party or signatory. The applicant's attention is particularly drawn to the proposed Regulation of Environmental Protection Act (1996) governing bioprospecting and the criminal penalties that may be imposed in the event of non-compliance;
- (8) that all collections under an Academic Research Agreement shall be used only for taxonomic, conservation, ecological or biogeographic investigations. If any specimens, photographic and audio-visual material and illustrations are to be used for commercial purposes (present and future), a Commercial Agreement must be sought with the Government of Guyana. **Commercial Use** includes chemical, pharmacological and biotechnical study, with a view to ultimate commercial exploitation as well as the use of materials for propagation and breeding purposes;
- (9) that they will adhere to the recommended local/international practices and laws for collecting flora, fauna, micro-organisms and germplasm;
- (10) that in the case of a Commercial Research Agreement, the number of specimens or the amount of biological and genetic materials shall be agreed in advance with the NBAC. However, where a species has been identified through occurrence as rare, vulnerable, endangered or threatened, collection is prohibited. (Exceptions to these conditions must be by prior agreement with the EPA);

Collection of Specimens

- (11) that should only one specimen of a species be collected, and should there be need to send this specimen overseas for identification, this must be returned to Guyana within one (1) year, or any variations thereof, after its shipment from Guyana;

- (12) that for all specimens collected, the holotype (if assumed new to Science) and one (1) copy (or more whenever possible) of isotypes must be left in Guyana. Specimens must be deposited at local institution(s) identified by the NBAC. That, further, where specimens have to be sent overseas for identification, the holotype and one (1) copy of the isotype must be returned to Guyana within one (1) year, or any variations thereof, of export from Guyana;
- (13) that the deposit of unicates will be determined on a case-by-case basis;
- (14) that a certificate, verifying the terms of collection in the Research Agreement have been complied with prior to the export of specimens, be obtained from the EPA or designated deposit agency before specimens are sent out of Guyana. In addition, an export permit must be obtained from the EPA prior to exportation;
- (15) that the necessary agreed materials and labels for mounting of specimens will be sent to Guyana within three (3) months of the completion of research;
- (16) that the number of specimens to be deposited will be determined on a case-by-case basis and reserve the right to request 50% (male and female);
- (17) that where specimens are taxonomically identified such identification (labels) and specimens will be returned to Guyana within three (3) months of the completion of the identification process together with information on diskettes, including coordinates;
- (18) that where specimens from Guyana are shared, the origin of the specimens must be quoted as well as the collecting authorities and institutions;
- (19) that for fauna, a maximum of 20 specimens per species can be collected from one location, otherwise 5 specimens per species can be collected from a maximum of 10 locations; for flora, a maximum of 12 voucher specimens can be collected per collecting number per site and not more than a total of 15 voucher specimens of a species, if assumed new to science;
- (20) that researchers are encouraged to make deposits of specimens in alcohol whenever possible;

Reports

- (21) that a copy of all field notes will be deposited with the EPA or other entity designated by the EPA prior to the Collector's departure;
- (22) that an interim report would be prepared by the Research Team prior to their departure and submitted to the NBAC. The report should contain a complete list of the number of specimens and the amounts of biological and genetic material collected. Those species which were not identified should be allocated a reference number along with a full description;

- (23) that the interim report should also include a complete, up-to-date list of sightings in the project area, the frequency of sightings of individual species, and a complete description of these sightings within the framework of the sample design. (This information may be included in, or appended to the field notes);
- (24) that, if applicable, the final, edited copy of any relevant scientific audio or audio-visual material or a set of representative photographic material of specimens taken by members of the research team must be deposited at the EPA;
- (25) that two copies of the final report, including a contour map(s) of the area and sites at which collections were made, must be submitted by the research team to the EPA within six (6) months of the conclusion of the research project;

Safety and Responsibility

- (26) that destruction of natural ecosystems, vegetation cover and habitat of plants, animals and microorganism, is prohibited;
- (27) that pollution of the project site, adjacent areas and waterways is prohibited by the laws of Guyana;
- (28) that the leader of the Research Team is fully responsible for the safety of all members of the team, including provision for required insurance of local counterpart;
- (29) that the Research Team will cover all expenses involved in the research project and pay all government fees and administrative overheads as stipulated in the regulations made by the EPA;

Return of Specimens

- (30) that all biological and genetic materials taken from Guyana shall be regarded as being on loan from the Government of Guyana. In the case of live specimens being removed from Guyana, breeding and propagation are strictly prohibited, except with the written permission of the Government of Guyana; currently there is a moratorium on removal of live specimens;
- (31) that the Agreement, whether it be Academic or Commercial, shall include a provision for the payment of an agreed part of any financial gain, including royalties, derived from the research and/or development of any biological or genetic material taken from Guyana, to the Guyana Government, local or indigenous cultural community, individual person or designated beneficiary in the event that a commercial application is discovered. Further, that

entities which develop commercial applications and are obliged to share their profits with the Government of Guyana, shall consent to independent public accountants examining such books and records as are necessary to ensure accurate payment in conformity with whatever financial agreement was arranged;

(32) that in the event that a commercial product is derived and a patent is taken out on a product, that the Government of Guyana must be informed within 30 days of the filing of the patent application.

III Tourists to Guyana are not permitted to collect or export any biological material. Non-timber forest products are not allowed to be taken out of the country unless approved by the NBAC.

These guidelines suitably modified will apply to nationals wishing to do research on biodiversity in Guyana.

ANNEX I

List of Conventions to which Guyana is signatory

- ☉ **Convention on International Trade in Endangered Species of Flora and Fauna**
- ☉ **United Nations Framework Convention on Climate Change**
- ☉ **United Nations Convention on the Law of the Seas**
- ☉ **United Nations Convention on Biological Diversity**
- ☉ **Vienna Convention for the Protection of the Ozone Layer**
- ☉ **Montreal Protocol on Substances that deplete the Ozone Layer**
- ☉ **International Convention for the Prevention of Pollution from Ships**
- ☉ **United Nations Convention to Combat Desertification**
- ☉ **International Plant Protection Convention**
- ☉ **Convention on the Protection of Workers Against Ionising Radiation**
- ☉ **Convention on the Prevention and Control of Occupational Hazards caused by Carcinogenic Substances and Agents**