

**MEMORANDUM OF UNDERSTANDING (MoU)**

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**BETWEEN**

**THE TRUSTEES OF THE TANZANIA  
NATIONAL PARKS (TANAPA)**

**AND**

**FRANKFURT ZOOLOGICAL SOCIETY (FZS)**

**AND**

**TOURISM OPERATORS WITHIN SERENGETI  
NATIONAL PARK (SENAPA INVESTORS)<sup>1</sup>**

**DRAWN BY:**

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<sup>1</sup> As listed in Annex A to this MoU



**This MoU is made the .....day of.....2017**

**BETWEEN**

**THE TRUSTEES OF THE TANZANIA NATIONAL PARKS**, a statutory body corporate established under Section 8 of the National Parks Act, Chapter 282 of the 2002 Revised Edition of the Laws of the United Republic of Tanzania (hereinafter referred to as **"TANAPA"**) responsible for control and conservation of natural resources including wildlife and tourism management and promotion in all national parks, of Postal Office Box Number 3134, Arusha on the one part;

**AND**

**THE FRANKFURT ZOOLOGICAL SOCIETY (FZS)**, which is a Tanzania registered non-profit, non-governmental organization (NGO) operating in Tanzania, dedicated to support communities, conservation of wildlife and natural resources, of Postal Office Box Number 14935, Arusha of the other part;

**AND**

**SENAPA INVESTORS**, are some individual companies who have invested in accommodation and other facilities (hospitality industry) within Serengeti National Park or whose tourism activities incorporate the Serengeti National Park and they are financiers of the program and the list indicating their names is attached as annex A to this MoU.

**WHEREAS TANAPA, FZS and SENAPA INVESTORS** recognize that:

A. They have been in active cooperation and wish to



strengthen this cooperation in the area of protecting tourism products in the national parks;

- B. Data from research show that approximately 40,000 wildebeests are annually illegally harvested and the number is expected to increase to 80,000 wildebeests, which will be 7% of the total wildebeest found in Serengeti ecosystem; and
- C. The main medium of illegal harvesting of wildebeests is the use of wire snares, which may trap any animal including elephants and other endangered species.

**AND WHEREAS TANAPA, FZS and SENAPA INVESTORS** having recognized this imminent threat have agreed to set up a mobile de-snaring team that will patrol Serengeti National Park and surrounding protected areas, to be funded by SENAPA INVESTORS

**NOW THEREFORE, TANAPA, FZS and SENAPA INVESTORS** agree as follows:

### **1. COOPERATION**

TANAPA, FZS and SENAPA INVESTORS agree:

1.1 TANAPA will maintain its full autonomy in managing Serengeti National Park;

1.2 All parties will initially set up one (1) mobile de-snaring unit and may later on set up more as may appear necessary depending on the availability of resources and success of the trial unit after a period of six months, after which an evaluation will be carried out to determine the requirement for additional units that will patrol Serengeti National Park and surrounding protected areas;

1.3 One (1) TANAPA armed ranger will accompany each





team to provide security to facilitate arrest of poachers apprehended while patrolling within SENAPA

1.4 Each team will be composed of 6 people: ranger, driver, team leader who will be selected from TANAPA retired senior rangers on the basis of an unblemished record of honesty, trust and discipline; 3 people in each team recruited from among the LOCAL COMMUNITY by FZS and TANAPA.

1.5 The drivers, the team leaders and FZS LOCAL COMMUNITY de-snaring people will be recruited by FZS and will be employed by them on a short-term fixed term contract basis. Recruitment of the 3 FZS LOCAL COMMUNITY de-snaring people will be facilitated by TANAPA through Serengeti National Park (SENAPA) Outreach Program.

1.6 The 3 FZS LOCAL COMMUNITY de-snaring people should have a poaching or anti-poaching/village scout background in order to use their experience for the efficient removal of snares.

## **2. OBJECTIVES OF THE COOPERATION**

The objectives of the cooperation are:

2.1 To ensure that all wire snares are removed from SENAPA and its surrounding protected areas using de-snaring teams; and

2.2 To free SENAPA anti poaching department from devoting significant time to de-snaring activities, instead, it shall focus on protection of elephants, rhino and deal with other aspects of anti-poaching.

## **3. DURATION OF THE MoU**



This MoU is valid from the date of signature by all parties and unless otherwise terminated in accordance with the provisions of this MoU, shall be for a term of four (4) years and may be renewed for a further terms as will be agreed upon by the parties. The parties commit to review the operation of activities delivered under this MoU after a period of 6 months, save that this MoU may be reviewed at any time by mutual agreement.

#### **4. DEPLOYMENT OF DE-SNARING TEAM**

4.1 Each de-snaring team will consist of a minimum of one SENAPA staff member, a minimum of 5 FZS team members, with the possibility of including other protected area team members as needed.

4.2 In each team, SENAPA staff members will have precedence concerning matters of safety and security of the team and will operate within SENAPA Standard guidelines.

4.3 Each team will be mobile with a vehicle, communications, camping equipment, rations, GPS, and camera.

4.4 Each team shall do a monthly patrol of 21 days to be coordinated by FZS Serengeti Project leader in consultation with SENAPA Chief Park Warden.

4.5 Strategic plan will be devised and coordinated jointly by TANAPA/FZS.

4.6 Each team shall be given its identity and the team leader will be trained on daily collection of patrol data and field observations, which may form part of SENAPA SMART data.

4.7 Deployment of the teams will be guided by either SENAPA intelligence, observation of snare lines, the

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presence of human activity as identified by SENAPA foot patrols or FZS/SENAPA aerial patrol reports or sending the team to an area not patrolled for a long time.

4.8 Relevant patrol reports and other data collected in connection with the de-snaring program by the teams during their operations shall be placed online with the SENAPA law enforcement database. Data will be jointly owned and shared by FZS and SENAPA.

4.9 Each team shall, a minimum of twice a day, call SENAPA operations room and submit reports that are electronically recorded down in real time for access by the Chief Park Warden and head of SENAPA protection department.

4.10 TANAPA and FZS will periodically review the application of SENAPA operational guidelines to the Serengeti de-snaring program to ensure the robust, humane and effective organization of field activities to include (but not necessarily be limited to) updating operational aspects including:

- I. Effective communication in the field, ensuring constant availability of back-up via communications with the SENAPA operations room;
- II. Effective Health and Safety procedures, including adequate first aid equipment and training, provision of necessary equipment, water and rations, emergency evacuation procedures;
- III. Rules of engagement including identifying the specific roles of SENAPA/other protected area staff and FZS staff;
- IV. Providing effective operational patrol reports and other operational reports, and provision of evidence in support of operations;



- V. Identifying and delivering de-snaring team training needs to include, but not be limited to, patrol etiquette, tracking, intelligence gathering, knowledge of the 2009 Wildlife Conservation Act, preservation of crime scene and evidence collected.

## **5. FUNDING AND OPERATION OF A BANK ACCOUNT FOR THE DE-SNARING PROGRAM**

5.1 The project shall start up with an experimental single team to iron-out any initial operational problems and after six months from its commencement a presentation will be made to TANAPA Management, FZS and SENAPA INVESTORS. This presentation will subsequently be used to solicit funds in order to set up more teams.

5.2 Donated funds shall be received into a separate bank account created by FZS. Funds shall be transferred from this bank account to FZS Serengeti bank account periodically. FZS will provide quarterly statements of income and expenditure, and will respond to additional requests for information from TANAPA and SENAPA INVESTORS promptly. FZS shall provide a quarterly activity plan and expenditure schedule one month prior to the commencement of every quarter for approval by TANAPA and SENAPA INVESTORS.

5.3 All solicited funds shall pass through and be managed by FZS Serengeti Conservation Project. A committee shall be established to be comprised of representatives from SENAPA INVESTORS, FZS and TANAPA.

5.4 FZS shall disclose solicited funds and their sources; and provide regular reports to this committee.

## **6. ROLES OF TANAPA**

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TANAPA shall have the following roles:

6.1 To ensure full time security of all wildlife inside the Park against all mediums employed by poachers including wire snares; and

6.2 Provide 1 armed full time park ranger to each team for all operations. Provided that SENAPA/FZS shall coordinate with surrounding protected areas to extend the remit of the team in those areas;

6.3 To take responsibility for the safety and security of field operations and ensure that these are carried out according to SENAPA field operational guidelines;

## **7. ROLES OF FZS**

FZS shall have the following roles:

7.1 To liaise jointly with SENAPA for all protected areas, which are within Serengeti Ecosystem to report on the conduct of de-snaring teams and to request the provision of armed personnel from the relevant management authority to accompany the teams;

7.2 Solicit funds from SENAPA INVESTORS and other donors for the funding of the teams;

7.3 Jointly with other stakeholders prepare annual action plans and operational budgets with respective protected areas where the teams shall operate;

7.4 Provide advice to SENAPA for management of the overall team;

7.5 Shall not disclose any confidential TANAPA conservation related information including but not limited to training tactics, patrol reports, any report on Park's





conservation related issues, poaching details, conservation strategies through publication, electronic transmission means such as social media, blogs, or any other means to any third party including donors without TANAPA's express written permission.

7.6 To open and operate a separate bank account which will be specific for this program.

7.7 Prepare and circulate required quarterly financial report of the program to the Committee formulated herein.

7.8 Provide a program cash flow budget on quarterly basis.

7.9 Provide program progress reports on quarterly basis.

7.10 To procure and own all Serengeti de-snaring program vehicles and ensure that all vehicles and equipments for facilitation of the des-snaring program are insured and maintained.

## **8. ROLES OF SENAPA INVESTORS**

SENAPA INVESTORS shall have the following roles:

8.1 Solicit funds from program members each to contribute one dollar (1USD) per person per bed night in the Serengeti ecosystem and other interested parties for the funding of the teams;

8.2 To review the rate of contribution at unspecified points in the future.

8.3 Shall not disclose any TANAPA confidential conservation related information including but not limited to training tactics, patrol reports, any report on Park's conservation related issues, poaching details, conservation strategies through publication, electronic transmission means such as social media, blogs, or any other means to



any third party including donors without TANAPA's express written permission; and

## **9. PARTIES FURTHER COVENANTS**

Parties further agree that:

9.1 To hold quarterly meetings of the program committee for the purposes of discussing reports and affairs of the program.

9.2 To participate in an Annual Meeting to report back on progress to date and discuss and decide on the affairs of the program and to elect and review signatories to the bank account maintained at FZS.

9.3 All project movable properties and effects including but not limited to vehicles, tents, radio calls, GPS, shall remain the property of FZS; save that in case of decisions making regarding disposal of properties in relation to the program herein, SENAPA Investors shall be involved in such decisions.

9.4 This MoU may be amended in writing, signed by one duly authorized officer or representative of each of the Parties hereto. Any modifications to this MoU will come in the form of an addendum to the MoU. Modifications can include but will not necessarily be limited to deletions or insertions to articles contained in the MoU, and new activities that fall under the geographical areas of collaboration;

9.5 Parties to this MoU, shall not without the other party's written consent, disclose any potentially sensitive information, which becomes available to them in the course of implementing the MoU, to any third party;

9.6 Nonetheless, each Party to this Memorandum will do





its utmost to ensure that there is a full, free and prompt exchange of appropriate operational information on issues related to this Memorandum;

9.7 Parties herein agree that SENAPA INVESTORS herein shall not be liable for any damages, liabilities or court cases whatsoever in the process of carrying out the program.

## **10. TERMINATION OF THE MoU**

10.1 This MoU shall be reviewed by all parties if the purpose for which it is intended is not achieved or if there is breakdown of co-operation and the program is seen not to be fulfilling its aims. If the three parties are unable to reach agreement they agree jointly to submit to arbitration.

10.2 If either party feels that the aims and ideals or the operational realities are not achievable they must inform the other parties in writing. It is especially understood that in the case of such misunderstanding/dispute, the Parties shall comply with their existing obligations to submit their dispute/misunderstanding to arbitration.

10.3 If any dispute, differences or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction or interpretation of this MoU or concerning anything herein contained or arising out of this MoU or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be settled amicably between the parties and failure of which parties shall resort to settle their dispute through Arbitration.

10.4 In case of arbitration as indicated above, each Party herein shall appoint one Arbitrator and all the three Arbitrators will appoint an Umpire and proceed to settle the dispute.





## 11. LAW APPLICABLE

This MoU shall be construed and take effect in accordance with the laws of the United Republic of Tanzania.

**IN WITNESS WHEREOF** the parties hereto have executed this MoU on the day and date herein written and in the manner hereunder appearing.

**SIGNED, SEALED and DELIVERED**

at **ARUSHA** for and on behalf of TANAPA

this 5<sup>th</sup> day of May .....2017.



### In the presence of:

Name: Mtango Mtahiko

Signature: Mtango Mtahiko

Postal address: 3134, ARUSHA

Qualification/Designation: Ag Director of Conservation

### WITNESS

Name: Theophile Alexander

Signature: Theophile Alexander

Postal address: 3134 Arusha

Qualification/Designation: Principal legal officer

[Signature]

**BEFORE ME**

Name WILLIAM ERNEST

Signature [Signature]

Postal address Box 939, ARUSHA

Date: 05-05-2017

Qualification/Designation ADVOCATE



**SIGNED, SEALED and DELIVERED**

at ARUSHA for and on behalf of the FZS

this 5<sup>th</sup> day of May 2017.



**In the presence of:**

Name GERALD BIGHURUBE

Signature [Signature]

Postal address P.O. Box 14935 ARUSHA

Qualification/Designation TANZANIA COUNTRY DIRECTOR

**WITNESS**

Name DONALD BOAS

Signature [Signature]

Postal address FZS P.O. Box 14935 ARUSHA

Qualification/Designation HEAD OF FINANCE (AFRICA)

[Signature]

**BEFORE ME**

Name WILLIAM ERNEST

Signature [Signature]

Postal address Box 939, Arusha

Date: 05-05-2017

Qualification/Designation ADVOCATE



**SIGNED, SEALED and DELIVERED**

for and on behalf of **SENAPA** Investors

this 5<sup>th</sup> day of May 2017.

[Signature]  
.....  
REPRESENTATIVE

**In the presence of:**

Name WILBARD GEORGE CHAMBULU

Signature [Signature]

Postal address Box 8277 Arusha

Qualification/Designation MD. TWC & KIBO GUIDES.

**WITNESS**

Name Vespa Glausom Tibafule

Signature [Signature]

Postal address P.O. Box 1171, Arusha

Qualification/Designation Advocate



**BEFORE ME**

Name ..... WILLIAM ERNEST .....

Signature .....  .....

Postal address ..... Box 939, ARUSHA .....

Date: ..... 05-05-2017 .....

Qualification/Designation ..... ADVOCATE .....

