

THE WILDLIFE CONSERVATION ACT
(CAP.283)

REGULATIONS

(Made under section 31 and 121)

THE WILDLIFE CONSERVATION (WILDLIFE MANAGEMENT
AREAS) REGULATIONS, 2012

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(Made under sections 31 and 121)

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AREAS) REGULATIONS, 2012

PART I
PRELIMINARY

- Citation **1.** These Regulations may be cited as the Wildlife Conservation (Wildlife Management Areas) Regulations, 2012.
- Interpretation **2.** In these Regulations, unless the context otherwise requires.
- Cap 283 “Act” means the Wildlife Conservation Act;
“animal capture” means an act directed at taking of any live animal, nest or egg from the wild;
“animal quota utilisation” means off-take of wild animals on the basis of a set quota for the acquisition of trophy;
“animal” means any kind of vertebrate and invertebrate animal and the young and egg thereof, other than domestic animals;
“Authorized Association” means a community based organization, whose primary objective is to conserve wildlife resources for the benefit of local community members ordinarily residing in that particular area;
“authorized officer” shall have the same meaning as ascribed to it in the Act;
“block fees” means an amount of money paid by a tourist hunting company for the concession of a hunting area for a single hunting season;
“capacity building” means provisions of education, training, information and other appropriate facilities to develop the technical and professional skills of stakeholders at different levels;
“change of use” means a situation when an area in a land use plan of a village ceases to serve as a wildlife conservation area;
“closed season” means the period specified in accordance with section 27 of the Act;

- “community” means an assemblage of Tanzania citizens, ordinarily resident in a defined geographical area;
- “community-based organization” means a duly registered village organization whose primary goal is to undertake development activities in a village;
- “concession fee” means an amount of money paid by a person, a group of persons, firm, corporation, company to an Authorized Association, for the purposes of conducting activities other than tourist hunting in a piece of land within an area set aside as Wildlife Management Area;
- “conflict management” means prevention or arbitration of conflicts related to the management of wildlife resources in a Wildlife Management Area;
- “conflict” means differing interests, ideas or practices related to the management of a Wildlife Management Area;
- “core protected area” means a National Park, Game Reserve, Wetland Reserve, the Ngorongoro Conservation Area and any other protected area declared under this Act or another written law;
- “corridor means” land area used by wild animals species in their seasonal movements from one part of an ecosystem to another, in search of basic requirements such as water, food, space and habitat;
- “Director” means the Director of Wildlife appointed under the Act;
- “ecological viability” means the ability of a Wildlife Management Area to continue functioning as a sustainable ecological entity or part of;
- “economic value” means the monetary worth of resources based on allowed uses as determined on the basis of cost-benefit analysis;
- “enterprise or firm” means a person or persons, a company, engaged in tourist hunting undertaking not business or investment in a Wildlife Management Area;
- “gender mainstreaming” means making decisions at all levels and in the different aspects while taking into consideration the relationship between age, sex and physical disabilities of persons in the community;
- “General Management Plan” means a tool to guide management and development activities in a Wildlife Management Area;
- “hunting season” means a period outside the closed season whereby hunting of any animal or class of animals is allowed throughout mainland Tanzania;
- “hunting” shall have the same meaning as ascribed to it in the

- Act;
- “investment” means the flow of capital to develop or improve infrastructure and services with a view of securing income or profit in a Wildlife Management Area;
- “joint venture” means arrangement between an Authorized Association and other parties to undertake specified business matters related to or incidental to the management and protection of wildlife in Wildlife Management Areas;
- Cap. 116 “Land use plan” shall have the meaning as ascribed to it under the Land Use Planning Act;
- “Licensing Officer” means a wildlife officer designated as such by the Director under section 7(5) of the Act;
- “migratory route” means an area, strip or zone of land used by herds of wild animals during their migratory cycles or seasonal movements;
- “Minister” means the Minister for the time being responsible for wildlife;
- “non-consumptive use” means the use of scenery, cultural and natural resources that does not involve taking any specimen from the scene, cultural site or the wild and includes game viewing, bird watching, walking safaris, hiking, canoeing, boating, scuba diving, mountaineering and any other similar or related activities;
- “office bearer” means a person appointed or elected in accordance with the Constitution of a Community Based Organization to hold office for a defined term;
- “photographic tourism” means any activity which involves the use or facilitation of the taking of a photograph or process of photographing for the purpose of leisure, satisfaction or financial gain and include cinematography, video shooting and filming wild animals and or their habitat;
- “problem animal” means an animal that causes injury or damage to property and human beings, and includes dangerous animals as defined in section 70 of the Act;
- “quota” means a number of wild animals set by the Director to be taken in a given period;
- “resident hunting license” shall have the same meaning as ascribed to it under the Wildlife Conservation (Consumptive Wildlife Utilisation) Regulations, 2010;
- “resident hunting” means hunting by citizens and resident non-citizens for purposes of obtaining game meat for

domestic consumption;

“significant resources” means abundance, diversity and uniqueness of resources meeting a cut-off or threshold for designation of a Wildlife Management Area;

“tourist hunting” shall have the same meaning as ascribed to it under the Wildlife Conservation (Consumptive Wildlife Utilization) Regulations, 2010;

“traditional communities” means an assemblage of people ordinarily resident on areas habitually occupied by wildlife and whose social, cultural and ordinary life styles are dependent upon wildlife and who have been declared by an order made under section 45 of the Act;

“user right” means the permission granted by the Director to an Authorized Association to utilize wildlife resources in the Wildlife Management Area in accordance with these Regulations;

“village game scout” means a person recruited by an Authorized Association and appointed under the provisions of these Regulations;

Cap. 114

“village land” means land declared as such in accordance with the provisions of the Village Land Act;

Cap. 287

“Village” means a village registered as such under the Local Government (District Authorities) Act, and includes such areas as shall be designated by the Director for the use by traditional communities;

“Wildlife Management Area” means an area declared as such by the Minister under section 32 of the Act;

“wildlife” means any wild and indigenous animals and plants, and their constituent habitats and ecosystems found on land, or in land or water, as well as exotic species that have been introduced in Tanzania, and established in the wild, and includes wild animals on transit, temporarily maintained in captivity or have become established in the wild.

PART II

ESTABLISHMENT OF A COMMUNITY-BASED ORGANIZATION AND DECLARATION OF A WILDLIFE MANAGEMENT AREA

(a) Authorized Association Status

Establishment
of Community
Based
Organization
Cap. 318

3.-(1) Any village intending to designate an area as a Wildlife Management Area shall first establish a Community Based Organization in the manner prescribed under the Trustees’ Incorporation Act.

(2) A Community Based Organisation established

under sub-regulation (1) shall have a Constitution in the form prescribed in the First Schedule to these Regulations.

Application
for
Authorized
Association
Status

4.-(1) An application for Authorized Association status by a Community Based Organization shall be made to the Director through the District Council.

(2) An application for Authorized Association status shall only be made by a duly registered Community Based Organization that has fulfilled all the requirements provided for under regulation 5.

Requirement
for
Authorized
Association
status

5. An application for Authorized Association status shall be accompanied by the following:

- (a) a certified copy of the minutes of the Village Assembly meeting approving the formation of a Wildlife Management Area;
- (b) a copy of the Constitution of the Community Based Organization;
- (c) a duly completed Wildlife Management Area Information Data Sheet in the format set out in the Second Schedule to these Regulations;
- (d) a certified copy of the certificate of incorporation of a Community Based Organization;
- (e) a Land Use Plan of the village/s approved by the appropriate authorities;
- (f) boundary description of the proposed Wildlife Management Area, its size, name and a sketch map;
- (g) a Resource Management Zone Plan which shall serve as an interim plan prior to the preparation of a General Management Plan.

Recommendat
ion of
authorised
association
and of
community
based
organisation

6.-(1) The Director shall, upon receiving an application for Authorized Association status, issue an acknowledgement receipt to the applicant.

(2) The Director shall, within forty five days of the receipt of the application for Authorization status-

- (a) upon being satisfied that the application has fulfilled the requirements provided for under

- these Regulations, make recommendation to the Minister to declare a Community Based Organization as an Authorized Association; or
- (b) upon written notice specifying reasons thereof, reject an application that has not fulfilled the requirements provided under these Regulations.

(3) The Authorized Association shall within five years from the approval and endorsement of the Resource Zone Management Plan submit to the Director a General Management Plan for approval.

Appeals

7.-(1) A Community Based Organization that is dissatisfied with the decision of the Director may, within fifteen days upon receipt of the rejection letter, appeal to the Minister in writing.

(2) The Minister shall within fourteen days from the date of receipt of an appeal, make a determination.

(3) A written determination made under sub-regulation (2) and served to the applicant shall be final.

(b) Declaration of a Wildlife Management Area

Criteria for Establishment of Wildlife Management Areas

8.-(1) Wildlife Management Area may be established in an area -

- (a) outside of core protected areas;
- (b) which is used by local community members;
- (c) within the village land.

(2) Without prejudice to requirements of sub-regulation (1), an area designated for the establishment of Wildlife Management Area shall meet the following criteria-

- (a) it has significant resources that can be accessed;
- (b) its natural resources area is of significant economic value;
- (c) it is ecologically viable or forms part of an ecologically viable ecosystem;
- (d) it belongs to one or more villages in accordance with the relevant provisions of the law governing village land, and other legislation relating to occupation and use of village land.

Cap. 114

(3) Where a Wildlife Management Area falls within an area of more than one village, the respective villages shall enter a joint Village Land Use Agreement prepared in accordance with the procedure provided for in the Fifth Schedule.

Wildlife Conservation (Wildlife Management Areas)

Management
of Wildlife
Management
Area

9.-(1) A Community Based Organization granted with an Authorized Association Status shall have the right to manage the Wildlife Management Area in accordance with these Regulations.

(2) The Director shall identify migratory routes and wildlife corridors falling outside a Wildlife Management Area but contiguous or adjacent to the said area and assign an Authorized Association the management responsibility, whereas those areas falling outside Authorized Associations management shall remain to be under the control of the Director.

Designation
of Wildlife
Management
Area
Cap. 114

10.-(1) Subject to sections 11 and 13 of the Village Land Act, the Village Council shall recommend to the Village Assembly, a land suitable for the establishment of a Wildlife Management Area.

(2) Where the Village Assembly allocates land for the designation of a Wildlife Management Area, the Village Council shall through the District Council, submit to the Director an application for the designation of that land.

(3) The Director may, upon receipt of an application specified under sub-regulation (2), designate land as a Wildlife Management Area.

(4) The Director may designate a Wildlife Management Area for traditional communities use in accordance with guidelines issued under these Regulations.

(5) Wildlife Management Areas designated under sub-regulation (4) shall be published in a widely circulated news paper and public notices within the respective District.

Requirements
for application
of a Wildlife
Management
Area status

11. An application for the establishment of a Wildlife Management Area shall be accompanied by the following-

- (a) a certified copy of the minutes of the Village Assembly meeting approving the formation of a Wildlife Management Area;
- (b) a duly completed Information Data Sheet in the format set out in the Second Schedule;
- (c) a certified copy of the certificate of incorporation of a Community Based Organization;
- (d) a Land Use Plan of the village approved by the appropriate authorities.

Information on approval or disapproval

12.-(1) The Director shall, within fourteen days after receipt of an application for designation of a Wildlife Management Area, forward the application to the Minister for approval and declaration.

(2) the Minister shall, within 21 days from the receipt of the Director's recommendation, issue a declaration in the manner prescribed in regulation 13 or a rejection notice to the applicant as provided under sub regulation (3).

(3) A rejection notice shall specify in writing the reasons of such rejection, and may further require the applicant to make necessary modification and resubmit the application for consideration by the Minister.

(4) The Minister may re-consider the rejected application that has been modified in order to comply with the directives that were issued.

Declaration of a Wildlife Management Area

13.-(1) The Minister shall, upon approval of an application under regulation 12 (1), declare an area to be a Wildlife Management Area in accordance with the provision of section 32 of the Act.

(2) A declaration Order made by the Minister under section 32 of the Act, shall further provide for management details of the Wildlife Management Area.

(3) The Minister shall issue a Certificate of Authorization as prescribed in the Third Schedule to these Regulations.

(4) The Director shall, upon the publication of a declaration Order, grant a Wildlife Resources User Right to the Authorized Association.

Concurrent declaration of Wildlife Management Area and Authorized Association

14. The procedure for declaration of an Authorized Association status and the designation of the Wildlife Management Area to be managed by that Authorized Association shall run concurrently.

Monitoring of Wildlife Management Areas

15.-(1) The Director shall monitor and evaluate the performance of Wildlife Management Areas.

(2) The Director shall assess the performance of a Wildlife Management Area in terms of social, economic and biodiversity conservation impacts in accordance with the guidelines issued by the Director.

Application of

16. Notwithstanding the provisions of the Act, these

laws relating to land

Regulations or any other written laws, the laws relating to land shall be applicable in the publication, designation, setting aside, reservation of land, transfer of any area of village land to general or reserved land or grant of the right of occupancy to any person for the purposes of management of wildlife resources in a Wildlife Management Area.

**PART III
ADMINISTRATION OF WILDLIFE MANAGEMENT AREAS**

Responsibilities of Village Council

17. A Village Council shall have the following responsibilities in the management of Wildlife Management Areas-

- (a) providing land for the designation and establishment of a Wildlife Management Area;
- (b) coordinating natural resources activities at the village level;
- (c) preparation of Land Use Plans;
- (d) formulating natural resources management by-laws;
- (e) approving mechanism for benefit sharing among the villages forming the Wildlife Management Area in accordance with guidelines issued by the Government from time to time;
- (f) initiate selection of Village Game Scouts and forward to the Village Assembly for approval;
- (g) monitoring the activities of Authorized Associations and report to the Village Assembly and District Council;
- (h) promote a secure and favorable business environment in Wildlife Management Areas; and
- (i) ensuring that Authorized Associations implement sectoral policies while entering into agreements on the management of a Wildlife Management Area.

Functions of Authorized Associations

18. An Authorized Association shall be accountable to the Village Council and shall perform the following functions-

- (a) acquire user rights;
- (b) enter into agreement with the Village Council on the management of a Wildlife Management Area;
- (c) manage a Wildlife Management Area in accordance with an existing General

- Management Plan or Resource management Zone Plan and these Regulations;
- (d) cooperate with the Director and the Ngorongoro Conservation Area Authority and the authorities of the Tanzania National Parks in the management of a Wildlife Management Area;
 - (e) review General Management Plan or Resource Management Zone Plan of the Wildlife Management Area;
 - (f) recruit Village Game Scouts in accordance with these Regulations;
 - (g) play a supportive role in the making of wildlife conservation by-laws of any concerned village;
 - (h) in the appointment of potential investors in the Wildlife Management Areas, develop a mechanism, modality or system that is transparent and in line with the principles of good governance;
 - (i) in compliance with the requirements of section 31(7) of the Act, negotiate and enter into contractual agreements relating to the utilization of wildlife resources and investment in a Wildlife Management Area;
 - (j) implement mechanisms for equitable sharing of benefits between the Authorized Association and any village forming a Wildlife Management Area in accordance with guidelines issued by the Government from time to time;
 - (k) communicate investment activities to the Village Assembly prior to signing of an investment agreement;
 - (l) oversee investment and development activities within the Wildlife Management Area;
 - (m) protect biodiversity resources of the Wildlife Management Areas;
 - (n) promote control of problem animals;
 - (o) keep government trophies in safe custody;
 - (p) manage finances according to the laid down procedures;
 - (q) maintain proper records and provide quarterly and annual reports to Village Assembly meetings;
 - (r) issue permits for utilization of wildlife resources in a Wildlife Management Area in accordance with the Act and the Regulations made under it;
 - (s) collect and remit fees to relevant authorities in

- accordance with the Act and any other written law;
- (t) recruit and provide necessary training to its staff;
 - (u) liaise with other institutions for information and technological exchange;
 - (v) facilitate the training of Village Game Scouts in accredited and recognized institutions;
 - (w) undertake resource monitoring;
 - (x) propose quota to the District Natural Resources Advisory Body;
 - (y) implement the hunting quota in the Wildlife Management Area as approved by the Director;
 - (z) prepare Budget and Implementation plan; and
 - (aa) perform such other function for the better performance of the provisions of these Regulations.

Responsibilities of Village Game Scouts

19.-(1) The responsibilities of Village Game Scouts shall be to-

- (a) protect natural resources within the boundaries of the village;
- (b) protect the lives and properties of villagers against problem animals;
- (c) supervise consumptive and non-consumptive wildlife utilization;
- (d) collect and store basic information and data for the purpose of wildlife monitoring;
- (e) collect trophies;
- (f) guide visitors in Wildlife Management Areas;
- (g) maintain a register of daily activities and report regularly to the Authorized Association;
- (h) guard the borders of the Wildlife Management Areas against encroachment;
- (i) control and manage wild fires;
- (j) collaborate with other law enforcement agencies in anti-poaching operations; and
- (k) carry out any other activities of an authorized officer for the purposes of enforcing the provisions of the Act and these Regulations.

(2) In performing the responsibilities specified under sub-regulation (1) a Village Game Scout shall have the powers to apprehend any person who obstructs the performance of his activities or is in violation of these Regulations, and shall upon apprehension submit that person to a law enforcement entity.

Qualifications
of Village
Game Scouts

20. A person shall not be recruited as a Village Game Scout unless that person-

- (a) is a Tanzanian citizen;
- (b) is a resident within the village forming the Wildlife Management Area;
- (c) is of the age of 18-years old or above, and of sound mind and physical competence;
- (d) has attained a minimum primary education level of standard seven and can read and write; and
- (e) has not been convicted of a criminal offence.

Designation
of Village
Game Scouts
as Authorized
Officers

21.-(1) The Village Game Scout employed by an Authorized Association shall be a designated as Authorized Officer in accordance with the Act.

(2) The Director of Wildlife shall issue an identification card to a Village Game Scout designated as an Authorized Officer in accordance with the Fourth Schedule to these Regulations.

(3) The Director may withdraw any identification card issued to a Village Game Scout as a result of misconduct.

(4) A Village Game Scout whose identification card has been withdrawn shall be disqualified from performing the activities assigned under these Regulations.

(5) Where a Village Game Scout is terminated by an Authorized Association, the validity of the identification card issued to him shall cease forthwith and be surrendered to the Director by the respective Authorized Association.

(6) A Village Game Scout whose identification card is withdrawn pursuant to sub regulation (4) and (5) above shall be disqualified from being an Authorized Officer and performing the activities assigned under the Act.

Responsibilities
of the
District
Council

22. For the purpose of implementation of the provisions of the Act and these Regulations, a District Council shall undertake the following responsibilities:

- (a) facilitate establishment of Wildlife Management Areas in collaboration with the Wildlife Division, Non Governmental Organizations and where applicable Tanzania National Parks and Ngorongoro Conservation Area Authority;
- (b) facilitate applications by a Community-Based Organization to become an Authorized Association and to establish a Wildlife

- Management Area;
- (c) facilitate the District Advisory Body to carry
- (d) out its functions;
- (e) link the Authorized Association and the Director on issues specified in these Regulations;
- (f) approve village natural resource by-laws;
- (g) advice and give guidance on village Land Use Plans;
- (h) monitor enforcement of wildlife laws inside and outside the Wildlife Management Area;
- (i) participate in the process of negotiation and the signing of agreements between the Authorized Association and potential investors;
- (j) monitor investment in the Wildlife Management Area;
- (k) issue resident hunting license to Authorized Association.

Establishment
of a District
Natural
Resources
Advisory
Body

23. A District Natural Resources Advisory Body shall be established in accordance with section 33(1) of the Act.

Composition
of District
Natural
Resources
Advisory
Body

24.-(1) The District Natural Resources Advisory Body shall comprise of the following members-

- (a) the District Commissioner who shall be the Chairperson;
- (b) the District Executive Director;
- (c) a District Game Officer who shall be the Secretary;
- (d) a District Legal Officer;
- (e) a District Land Officer;
- (f) a District Forestry Officer;
- (g) a District Bee-Keeping Officer;
- (h) a District Community Development Officer;
- (i) a District Fisheries Officer;
- (j) three Representatives of the Authorized Associations;
- (k) Where applicable-
 - (i) a representative from Tanzania National Parks Authority;
 - (ii) a representative from the Ngorongoro Area Conservation Authority;

- (iii) a representative from Game Reserve; or
- (iv) an expert of Wildlife Management Areas who shall be a co-opted member.

(3) Where a Wildlife Management Area comprises of more than one District the members mentioned under sub-regulation (1) shall decide who will sit on the Board.

(4) Where allowances are to be paid in any meeting of the District Natural Resources Advisory Board, such monies shall not be drawn from the accounts of an Authorized Association except for purposes of enabling the attendance of the representatives of the Authorized Association.

(5) A Co-opted member shall have no voting rights.

Functions of
District
Natural
Resources
Advisory
Body

25.-(1) The functions of the District Natural Resources Advisory Body shall be to-

- (a) act as a forum of arbitration and resolution of conflicts;
- (b) provide technical advice to Authorized Associations;
- (c) provide legal advice in contractual undertakings by Authorized Associations;
- (d) scrutinize proposed quota from Authorized Associations and forward to the Director with recommendations;
- (e) appraise the District Council Committee dealing with natural resources matters on the deliberations of the District Natural Advisory Body;
- (f) advise the District Council on investments in Wildlife Management Areas;
- (g) oversee and administer cross-sectoral issues; and
- (h) carry out such other activities necessary for the better performance of the functions of the Body.

Responsibilities of the
Director

26. The responsibilities of the Director shall be as follows -

- (a) to facilitate the initiation process for the establishment of Wildlife Management Areas;
- (b) to facilitate the process of declaration of Wildlife Management Areas;
- (c) to enter into contractual agreements or Memorandums of Understanding with

- Authorized Associations on the management of Wildlife Management Areas;
- (d) to oversee the performance of Authorized Associations in the management of Wildlife Management Areas;
 - (e) to oversee conservation activities in Wildlife Management Areas;
 - (f) set and allocating animal quota;
 - (g) to participate in the entire process of negotiation and signing of agreements between Authorized Associations and potential investors;
 - (h) to approve consumptive and non-consumptive use in the Wildlife Management Areas;
 - (i) to provide support in the protection and utilization of natural resources;
 - (j) to develop a syllabus and setting standards for training Village Game Scouts in all institutions providing training in wildlife conservation;
 - (k) to support resource monitoring and inventory;
 - (l) to facilitate development activities;
 - (m) support training;
 - (n) monitor and evaluating development trends;
 - (o) support anti-poaching activities;
 - (p) support problem animal control;
 - (q) determine the continuation of a Wildlife Management Area; and
 - (r) carry out such other activities as may be directed by the Minister.

Responsibilities of TANAPA and NCAA

27. The authorities of Tanzania National Parks and the Ngorongoro Conservation Area Authority where applicable shall consult the Director in undertaking the following-

- (a) support and facilitate establishment of Wildlife Management Areas in areas adjacent to national Parks and Ngorongoro Conservation Area;
- (b) cooperate with the Director in facilitating development activities;
- (c) participate on the District Natural Resources Advisory Body;
- (d) support resource monitoring and inventory;
- (e) support anti-poaching activities; and
- (f) support problem animal control.

Functions of Non-Governmental

28.-(1) A Non-Governmental Organization shall, for the purpose of these Regulations, have the following

Organizations
and the
Private Sector

functions-

- (a) to facilitate establishment of Wildlife Management Areas in collaboration with the Director, TANAPA, NCAA and the District Council;
- (b) to collaborate with the Director and District Councils in supporting management of Wildlife Management Areas;
- (c) to support villages in preparing Land Use Plans, Resource Management Zone Plans and General Management Plans;
- (d) to provide technical advice to Authorized Associations;
- (e) to facilitate preparation of by-laws;
- (f) to undertake capacity building;
- (g) to collaborate with law enforcement agencies in protection of natural resources.

(2) In performing the functions stipulated under sub-regulation (1), Non Governmental Organizations shall first obtain a written approval from the Minister.

(3) The private sector shall have the following responsibilities-

- (a) to enter into investment agreements on resource utilization in the Wildlife Management Area;
- (b) to promote and support Authorized Association in developing responsible practices on resource utilization;
- (c) to participate in investments and development initiatives of the Authorized Associations;
- (d) to market and promote resources of the Wildlife Management Area;
- (e) to collaborate with law enforcement agencies in the protection of natural resources; and
- (f) to ensure it pays Authorized Associations and the Government dues fully and promptly.

PART IV

MANAGEMENT OF WILDLIFE MANAGEMENT AREAS

Wildlife
Management
Areas Tools

29. Any person involved in the management of Wildlife Management Areas shall guarantee sustainable conservation and utilisation of wildlife resources, safeguard the interests of traditional communities and comply with the following-

- (a) Land Use Plan;

- (b) General Management Plans or Resource Management Zone plan;
- (c) Adherence to the hunting quota issued by the Director;
- (d) Environmental Impact Assessment where applicable; and
- (e) Any other tools that may be recommended by the Director from time to time.

Preparation of a Village Land Use Plan Act. No 6 of 2007

30.-(1) The Village Council shall prepare a Land Use Plan in accordance with the procedure provided for in the Land Use Planning Act.

(2) A Village Councils of the villages forming a Wildlife Management Area shall sign a Joint Land Use Agreement. The procedure for drafting and signing of the Joint Land Use Agreement in accordance with the procedure as set in the Fifth Schedule to these Regulations.

Preparation and approval of General Management Plan

31.-(1) An Authorized Association shall prepare a General Management Plan in accordance with the procedure set out in the Sixth Schedule to these Regulations.

(2) The Minister shall approve and publish a notice of the General Management Plan.

Submission and Approval of Resource Management Zone Plan

32.-(1) An Authorized Association may prepare a Resource Management Zone Plan as an interim measure before the General Management Plan is in place.

(2) The Resource Management Zone Plan shall be prepared in accordance with the Seventh Schedule to these Regulations.

(3) An Authorized Association shall submit a Resource Management Zone Plan to the Director for approval.

Monitoring of Resources

33. An Authorized Association shall undertake basic resource monitoring in accordance with the Eighth Schedule to these Regulations and shall submit the data to relevant wildlife authorities.

Issuance of User Rights to Authorized Associations

34.-(1) The Director shall grant user right in a Wildlife Management Area to an Authorized Association in accordance with the Ninth Schedule to these Regulations.

(2) The Director shall grant user right in a Wildlife Management Area based on the General Management Plan or

Resource Management Zone Plan and any other information as the Director may deem fit.

(3) User rights granted to Authorized Associations shall not be transferable.

(4) An Authorized Association that has acquired user right, in consultation with the Director and the District Council, may enter into contracts or agreements with investors for the purpose of utilizing the wildlife resources.

(5) Only appointed officer of an Authorized Association shall sign a contract or an agreement on behalf of the Authorized Association.

(6) Where a village withdraws its membership from the Authorised Association, the user right shall remain under the Authorized Association.

Withdrawal of User Rights

35. The Director shall, within 30 days after a notice issued to an Authorized Association or any other person, withdraw user rights upon proof of failure to comply with the Act and these Regulations.

Surrender of User Rights

36.-(1) An Authorized Association may, subject to the approval of the Village Assembly, surrenders its user rights to the Director.

(2) Subject to regulation 35 the Director shall recommend to the Minister the revocation of a Wildlife Management Area within twelve months after the withdrawal or surrender of a user right.

Cessation of Wildlife Management Areas

37. A Wildlife Management Area shall cease to exist where the following have occurred-

- (a) a change of use in Village Land Use Plan;
- (b) where the Authorized Association ceases to exist;
- (c) upon the withdrawal or surrender of a user right;
- (d) for such other reason specified under these Regulations.

Revocation of an order for the establishment of Wildlife Management Area

38.-(1) The Minister shall, on the basis of regulations 36 and 37 and upon the advice of the Director, revoke a Wildlife Management Order.

(2) Without prejudice to sub-regulation (1), an Authorized Association may apply to the Director for the

revocation of Wildlife Management Declaration Order.

(3) an application for the revocation Order specified in sub-regulation (2) shall be accompanied with-

- (a) an original certificate of authorization of the Authorized Association;
- (b) a letter of approval from the District Council
- (c) minutes of the Village Assembly endorsing the decision for withdrawal of the Wildlife Management Declaration Order.

(4) The Director shall, within fourteen days upon receipt of an application for withdrawal of a Wildlife Management Declaration Order, and upon being satisfied that all requirements have been fulfilled, recommend the revocation to the Minister.

(5) The Minister shall within six months after receipt of the recommendation of the Director specified under sub-regulation (4), revoke the Wildlife Management Area.

PART V

UTILISATION OF RESOURCES IN WILDLIFE MANAGEMENT AREA

Application
for Off-take
Quota

39.-(1) The off-take quota applied for by an Authorized Association shall specify the mode of disposal.

(2) Applications for off-take quota by new Authorized Associations shall be required to reach the office of the Director thirty days before the end of the hunting season.

(3) Authorized Associations that were issued with off-take quota for previous hunting season shall submit application for off take quota together with the status of the previous quota utilization to the Director thirty days before the end of the hunting season.

(4) The Director shall respond to the request for animal off-take quota fifteen days after the end of the hunting season.

(5) The Director shall endorse the Wildlife Management Area off-take quota.

Allocation
and control of
Quota

40.-(1) Animal utilization shall be controlled by the Director through quota allocation system.

(2) The allocation of quota shall be made in accordance with the advice of the Quota Advisory Committee established pursuant to section 44(2) of the Act.

(3) The Authorized Association shall subject to the provision of sub-regulation (1) supervise the hunting

company not to exceed the hunting quota issued to the company.

(4) Every hunting company shall control hunting quota within its hunting block, and shall not exceed the hunting quota issued to the company.

(5) A person who contravenes the provision of this Regulation commits an offence and is liable, on conviction, to a fine not less than one million shillings or to imprisonment for a term not more than one year or to both.

Hunting for
meat by
Authorised
Association

41.-(1) Hunting for meat by an Authorized Association shall be carried out under the supervision of a District Game Officer.

(2) Hunting for meat shall utilize the off-take quota issued to the Authorized Association.

(3) Hunting for the provision of meat by Authorized Association shall be conducted during the hunting season.

Utilization of
Resources

42.-(1) The use of resources other than wildlife in a Wildlife Management Area shall conform to the written laws of the respective sectors.

(2) The licensing officer may issue an Identification Card, capture permit and license to utilize resources in a Wildlife Management Area.

(3) The Utilization of Wildlife Resources in the Wildlife Management Areas shall be supervised by a wildlife officer or village game scout of the respective Wildlife Management Area.

(4) An Authorized Association shall deal in trophies in accordance with the provisions of the Act.

Non-
consumptive
and
consumptive
utilization

43.-(1) The non-consumptive and consumptive utilization of wildlife as provided in the Act shall only be conducted within the same zone of a Wildlife Management Area by the same enterprise or firm in accordance with the General Management Plan or the Resource Management Zone Plan and the provision of these Regulations.

(2) Notwithstanding the provision of this regulation, non-consumptive wildlife utilization shall be conducted upon payment of respective fees as prescribed in the Wildlife Conservation (Non-Consumptive Wildlife Utilization) Regulations.

Non-
consumptive
tourism
GN. 357 of

44.-(1) Authorized Associations shall conduct non-consumptive tourism activities in a Wildlife Management Areas in accordance with the Wildlife Conservation (Non-

2008 Consumptive Wildlife Utilization) Regulations, 2008 and other relevant laws and regulations.

(2) Non-consumptive tourism activities in Wildlife Management Areas shall be done in accordance with the approved Resources Zone Management Plans, General Management Plans, and the relevant laws and regulations.

Setting of concession, block and Game fees

45.-(1) An Authorized Association shall establish a mechanism that will ensure that the concession and block fees charged for utilization of Wildlife in the Wildlife Management Area are competitive,

Provided that the Authorized Association shall not authorize a block or concession fee which is less than the fee prescribed under the Act.

(2) The Authorized Association may, in consultation with the Director, charge a fee in excess of the game fees prescribed in the Act,

Provided that such fee shall not be subjected to sharing as provided in regulations 48 (8) and 51 (9).

Sale of Game Meat

46. An Authorized Association shall not, for commercial purposes, sell game meat without a valid Trophy Dealers License issued under the Act.

Restriction on Introduction and Re-introduction of Species

47. The introduction or re-introduction of any non-indigenous species of wildlife, bees, trees or fish in Wildlife Management Areas is prohibited unless that permission is done through a written approval of a competent authority in accordance with written laws.

Resident Hunting

48.-(1) An Authorised Association intending to undertake hunting activities shall, subject to the resource management plan, apply to the Director for a hunting quota. .

(2) The Director shall, upon the advice of Quota Advisory Committee, allocate a resident hunting quota in accordance with regulation 40.

(3) An Authorized Association shall only issue a resident hunter's permit to a holder of a resident hunting license for purposes of hunting in a Wildlife Management Area in accordance with the provisions of the Act.

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(4) A resident hunting in a Wildlife Management Area shall be conducted in accordance with the Wildlife Conservation (Resident Hunting) Regulations, 2010.

(5) A holder of a resident hunting license shall, at all times at a Wildlife Management Area, be supervised by a Wildlife Officer or Village Game Scout in a Wildlife

Management Area.

(6) An Authorized Association shall certify resident hunter's license before and after hunting.

(7) An Authorized Association shall maintain a register of used resident hunter's license in the format provided for in the Tenth Schedule of these Regulations.

(8) The income generated from resident hunting in a Wildlife Management Area shall be shared as follows:

- (a) Authorized Association 40%;
- (b) responsible District Council 60%.

System for appointing of investors

49. Business and investment activities in the Wildlife Management Areas except tourist hunting activities shall be allocated to prospective investors on the basis of a selective tender system provided under these Regulations.

Tender Evaluation Committee

50.-(1) A Tender Evaluation Committee may be formed by the Authorized Association whenever tendering is applicable.

(2) A Tender Evaluation Committee shall comprise of not more than seven members appointed from amongst members of the Authorized Association, District Natural Resources Advisory Body, and a representative of the Director and may co-opt advisors.

(3) A Tender Evaluation Committee shall make its own rules and procedures for purposes of transacting meetings and ensuring transparency.

(4) A Tender Evaluation Committee shall follow the normal tendering procedures and practices in allocating tenders.

Tourist hunting

51.-(1) An Authorized Association shall in accordance with section 31(7) of the Act and subject to sub-regulation (2) have the authority to appoint a tourist hunting company to conduct tourist hunting activities in its Wildlife Management Area.

(2) An Authorised Association intending to select potential investors for tourism hunting blocks shall advertise the hunting blocks in a widely circulated news paper.

(3) The Authorized Association together with the representatives of the Director and the District Council shall scrutinize and assess tourist hunting companies intending to operate in a Wildlife Management Area in accordance with the criteria as prescribed in regulation 10 (2) of the Wildlife Conservation (Tourist Hunting) Regulations, 2010 and the requirement of Sections 38(7), 39 (3) and (5) of the Act.

(4) The Authorized Association shall after selecting and conducting negotiations with a potential tourist company, submit to the Director copies of all the relevant application documents together with a draft investment Agreement for vetting.

(5) The Director shall, within thirty days from the date of receiving the document referred to under sub-regulation (4), vet and accordingly advise the Authorized Association.

(6) The Authorized Association shall, upon receiving advice of the Director, appoint and sign an investment agreement with the successful tourist hunting company.

(7) An investment Agreement to be signed between the Authorized Association and the successful tourist hunting shall be in the form prescribed in the Eleventh Schedule to these Regulations.

(8) The Authorized Association shall ensure that any modality or system used in appointing the hunting company under this regulation is transparent and in line with the principles of good governance.

(9) The income generated from tourist hunting activities in a Wildlife Management Area shall be shared as prescribed in the Twelfth Schedule to these Regulations.

(10) The tenure of ownership of a hunting block in a Wildlife Management Area shall be for a period of five years subject to renewal, provided that no renewal shall be made unless the applicant has attained a minimum score as prescribed in the Wildlife Conservation (Tourist Hunting) Regulations,

(11) Offences under regulation 24 of the Wildlife Conservation (Tourist Hunting) Regulations, shall apply mutatis mutandis to offences committed within a Wildlife Management Area.

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Designation of a Hunting Block in a Wildlife Management Area

52.-(1) An Authorized Association shall apply to the Director for designation of a Hunting Block in a Wildlife Management Area at the time of submission of the Resource Zone Management Plan.

(2) The Director shall designate a Hunting Block in a Wildlife Management Area at the time of approving the Resource Zone Management Plan.

Problem Animal Control

53.-(1) An animal shall be deemed to be a problem animal where it is found destroying crops or other properties outside a Wildlife Management Area or where it threatens

human life.

(2) A Village Game Scout in collaboration with the District Council shall be responsible for the control of problem animals in a Wildlife Management Area.

(3) The District Council shall facilitate the control of problem animals on village land both outside and inside the Wildlife Management Areas.

(4) Problem animals in Wildlife Management Area may be hunted for trophy after obtaining a written permission from the Director.

(5) An Authorized Association may dispose of the meat obtained from problem animals provided that all other trophies derived from such animal shall be and remain the property of the Government.

Live animal
capture
GN 244 of
2010

54.-(1) The capture of live animals in a Wildlife Management Area shall be in accordance with the Wildlife Conservation (Capture of Animals) Regulations,.

(2) An Authorized Association shall allow a trophy dealer's license holder issued with a permit to capture animals in a Wildlife Management Area from its off-take quota or on the basis of a special off-take quota,

Provided that, an Authorized Association may in consultation with the Director, charge additional fee for every animal captured.

Utilization of
Forest
Products
Cap 323

55.-(1) The utilization of forest products in Wildlife Management Areas shall be done in accordance with the Forest Act, General Management Plans or Resource Zone Management Plan and other relevant laws and regulations.

(2) An Authorized Association may in consultation with the Director of Forestry charge additional fees for the utilization of forest products in a Wildlife Management Area.

(3) Village Game Scouts shall, with the assistance of forest officers, supervise the harvest of forest products in Wildlife Management Areas.

(4) Any person who fells trees in a Wildlife Management Areas commits an offence and is liable on conviction to a fine not exceeding one million shillings or to imprisonment for a term not less than six months and not exceeding one year or both such fine and imprisonment;

Utilisation of
Bee
Resources
Cap. 224

56.-(1) The utilization of bee products in Wildlife Management Areas shall be done in accordance with the Beekeeping Act, General Management Plan or Resource Zone

Management Plan and other relevant laws and regulations.

(2) An authorized Associations may in consultation with the Director responsible for beekeeping, charge additional fee for the utilization of bee products in Wildlife Management Areas.

(3) Village Game Scouts shall, with the assistance of the bee-keeping officers, supervise bee-keeping activities in Wildlife Management Areas.

Utilization of
Fish
Resources

57.-(1) Fish resources and products in Wildlife Management Areas shall be utilized in accordance with the Fisheries Act, General Management Plans, Resource Zone Management Plans and other relevant laws and regulations.

(2) Subject to sub-regulation (3), an Authorized Associations may in consultation with Director of Fisheries charge additional fees for the utilization of fish products in Wildlife Management Areas.

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2008

(3) Authorized Associations shall charge fees for commercial or sport fishing in Wildlife Management Areas in accordance with the Wildlife Conservation (Non-Consumptive Wildlife Utilization) Regulations, 2008.

(4) Village Game Scouts shall, with the assistance of the fisheries officers, supervise utilisation of fish resources and products in Wildlife Management Areas.

Mining
Cap. 191

58.-(1) Any person authorized to operate within the Wildlife management Area may extract minerals in Wildlife Management Areas, provided that:

- (a) an Environmental Impact Assessment is conducted in accordance with the Environment Management Act and an Environmental Impact Certificate issued;
- (b) the extraction is done upon review and approval of Resource Management Zone Plan and General management Plan to accommodate the new land use;
- (c) the cost of review specified in paragraph (b) of sub- regulation (1) is borne by the respective mining company or investor;
- (d) the mining investor or company has paid to the Authorized Association an actual opportunity cost foregone to allow the extraction of minerals;
- (e) the mining investor or company pays to the Authorized Association protection and

- restoration cost of twenty percent of the total cost of investment has been paid by the investor;
- (f) the concession and conservation fees has been paid in the terms agreed upon; and
 - (g) extraction of sand, gravel, stones and mineral resources of a similar nature shall be done in accordance with the approved General Management Plan or the Resource General Management Plan.

**PART VI
INVESTMENTS AND DEVELOPMENTS IN
WILDLIFE MANAGEMENT AREA**

Investments

59.-(1) Any person intending to undertake any business investment shall seek authorization from an Authorised Association

(2) The procedure for selecting and authorization of business investment in a wildlife management Area shall be done in accordance with regulation 50.

(3) An investment and development agreement in a Wildlife Management specified under these Regulations shall be limited to the following terms-

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2010

- (a) in the case of tourist hunting, for the term prescribed in the Wildlife Conservation (Tourist hunting) Regulations, 2010;
- (b) in the case of permanent tented camp, for the term of fifteen years which may be renewable for another term of ten years, after which the ownership of the lodge shall be transferred to the Authorized Association;
- (c) in the case of development of a lodge, for the term of twenty five years which may be renewable for another term of fifteen years, after which the ownership of the lodge shall be transferred to the Authorized Association; and
- (d) in the case of any other development for the term of five years.

(2) Where an investment and development in a Wildlife Management Area involves the use and occupation of land, the provisions relating to the management of village land under the Village Land Act, shall apply.

Cap 114
Cap 114

(3) Subject to the approval under the Village Land Act, an Authorized Association may grant a derivative right to an investor for purposes of sub-regulation (2).

(4) A prospective development and investment

Cap 191 activities shall be subject to Environmental Impact Assessment as provided for by the Environmental Management Act.

(5) All investments and developments in the Wildlife Management Areas shall conform to the respective Resource Management Zone Plan or General Management Plans.

(6) An Authorized Association shall, before commencing any process of negotiations with potential investors, ensure that he obtains advice of the District Natural Resource Advisory Board.

(7) Subject to sub regulation (6), an Authorized Association shall ensure that a representative of the Director and the District Council are fully involved in the entire process of negotiating and signing an investment and development Agreement.

(8) An investment or development agreement in a Wildlife Management Area shall be in the form as prescribed in the Eleventh Schedule to these Regulations.

(9) An Authorized Association shall provide copies of the investment and development agreements to the District Council and the Director.

(10) Any person or investor who:

Cap. 114 (a) attempts to entice a village to withdraw its membership from an Authorized Association or the whole or part of its land from a Wildlife Management Area;

Cap. 191 (b) utters words or divulges information through writing, with intent to impede, obstruct, prevent or defeat the peaceful existence of the Wildlife management Area;

(c) wrongful and without legal authority intimidates the members of Authorized Association to abstain from undertaking their responsibility as described under these regulations;

commits an offence and is liable on conviction to a fine of not less than one million shillings but not exceeding ten million shillings or to imprisonment for a term of not less than one year but not exceeding three years or to both.

Joint Ventures **60.**-(1) Subject to the provision of section 31 (7) of the Act, the Authorized Associations may enter into a Joint Venture Agreement with an investor for purposes of undertaking investment and development activities in a Wildlife Management Area.

(2) The joint venture agreement under sub-regulation (1) shall not include the management of natural resources or

agreements relating to allocation of hunting blocks.
(3) Notwithstanding the agreement provided and issued under the Tanzania Investment Act, an Authorized Association shall provide copies of Joint Venture investment agreements to the District Council and the Director.

Cap. 38

61.-(1) A Joint Venture Management Committee shall be formed for management of Joint Venture Activities in the Wildlife Management Area.

Joint Venture
Management
Committee

(2) A Joint Venture Management Committee shall comprise of representatives from-

- (a) Authorized Association;
- (b) Company, Enterprise or firm;
- (c) The Director; and
- (d) District Natural Resource Advisory Body.

(3) The Joint Venture Management Committee shall make its own procedures for the transacting of its meetings.

Concessions

62.-(1) An investor shall not enter into an investment agreement or joint venture agreement unless with the consent of the Director.

(2) An Authorized Association shall provide a copy of the investment agreement to the Director and the District Council.

(3) An Authorized Association may charge or review concession fee for an investment.

(4) Subject to the provisions of these Regulations, the Director shall have power to advise the Authorized Association to withdraw, revoke or amend any investment agreement.

PART VII
DISPUTE SETTLEMENT AND CONFLICT
MANAGEMENT IN WILDLIFE MANAGEMENT AREA

Conflict and
Arbitration

63.-(1) **Where** three quarters of members in an Authorized Association want to terminate their membership in an Authorized Association, a conflict will be deemed to have occurred and shall be referred to an arbitration process of a committee, tribunal or arbitrator, as provided for that matter under the Constitution and regard shall be on the process provided under the agreement in accordance with a respective Wildlife Management Area.

(2) Notwithstanding the provisions of sub-regulation (1) and the preceding regulations under this Part, where there is any dispute between parties involved in a Wildlife

Cap. 15 Management Area and their Constitution does not provide for the mode of dispute settlement, the parties shall apply the Arbitration Act.

**PART VIII
OFFENCES AND PENALTIES**

Offences and penalty

64. Except where it is otherwise provide, any person who contravenes any of the provisions of these Regulations commits an offence and is liable on conviction-

- (a) in case of first offender, to a fine of not less than three hundred thousand shillings and not more than one million shillings or to imprisonment for a term of not less than six months and not exceeding one year or both such fine and imprisonment;
- (b) in case of a subsequent offender, to a fine of not less than one million shillings and not exceeding two million shillings or to imprisonment for a term of not less than one year and not exceeding two years or both such fine and imprisonment.

**PART IX
MISCELLANEOUS**

Cooperation in Enforcement

65. A Village Executive Officer, Ward Executive Officer or Authorized Officer under the Act shall have the duty to facilitate and cooperate with Village Game Scouts in the performance of their functions under these Regulations.

Benefit Sharing of the annual gross revenue of the Wildlife Management Area

66.-(1) Benefit sharing in Wildlife Management Areas shall comply with circulars issued by the Government from time to time and shall adhere to mechanisms of equitable distribution of costs and benefits targeted at promoting wildlife conservation, enhancing economic development and poverty eradication.

(2) Authorized Association shall ensure that-

- (a) at least 15% of its annual gross revenue is re-invested for resource development;
- (b) at least 50% of its annual gross revenue is directed to villages forming part of the Wildlife Management Area; and
- (c) at least 25% of its annual gross revenue is used to strengthen the Authorized Association.

Financial Management

67. An Authorized Association shall be responsible for the financial management of the revenues accrued from the different forms of resource utilization.

Budget and Action Plan

68.-(1) An Authorized Association shall in consultation with the District Natural Resources Advisory Body prepare an annual budget and develop an action plan in a format provided for in the Thirteenth Schedule to these Regulations as well as to the set procedures for disbursement of funds and payment of taxes and dues.

(2) An Authorized Association shall submit an annual budget and an Action Plan to the Village Council for endorsement and to the Village Assembly for approval.

Auditing

69. The funds of the Authorized Associations shall be annually audited by the Controller and Auditor General or such other person registered as an Auditor under the relevant law appointed for the purpose by the Controller and Auditor General on such terms and conditions as the Controller and Auditor General may determine.

Guidelines

70. The Director may from time to time issue guidelines or circulars to facilitate effective implementation of these Regulations.

Director to keep registers

71. The Director shall keep registers of the following matters-

- (a) Authorized Associations and their respective Wildlife Management Areas;
- (b) Constitution of the Authorized Associations;
- (c) Granted user rights;
- (d) General Management Plans and Resource Zone Management Plans;
- (e) Investment and development agreements in Wildlife Management Areas; and
- (f) Joint Venture Agreements.

Verification, modification or alteration of Schedules

72. The Schedules to these Regulations may, with the approval of the Minister, be varied, modified, adopted or altered in an expression to suit the circumstances of each case; and any variation, modification or alteration from such Schedule not being a matter of substance shall not affect the validity or regularity of the Schedule.

Regulations to be translated into Kiswahili

73. The Minister shall, as soon as may be practicable after the publication of these Regulations, cause these

Regulations to be translated into Kiswahili and that translation shall be published in the *Gazette* and in any other manner and form as will enable citizens of Tanzania to gain access to that translation.

Conflict of interpretation

74. Whenever there is a conflict of interpretation between the Kiswahili and English versions of these Regulations in whatever form or manner, the English version of these Regulations shall take precedence.

Revocation of G.N. No. 283 of 2005

75. The Wildlife Conservation (Wildlife Management Areas) Regulations, 2005 are hereby revoked.

**PART X
CONSEQUENTIAL AMENDMENTS**

Amendment of the Wildlife Conservation (Tourist Hunting) Regulations, G.N. 243 of 2010

76. The Wildlife Conservation (Tourist Hunting) Regulations, 2010 is hereby amended by-

- (a) deleting regulation 14; and
- (b) deleting regulation 20(1).

Amendment of the Wildlife Conservation (Resident Hunting) Regulations, G.N. No.229 of 2010

77. The Wildlife Conservation (Resident Hunting) Regulations, 2010 is hereby amended by deleting regulation 8(3).

—
SCHEDULES
—

FIRST SCHEDULE

WILDLIFE MANAGEMENT AREA

FORMAT OF THE AUTHORIZED ASSOCIATION CONSTITUTION

(Made under Regulation 3 (2))

Constitution of *[insert name of the Association]*

Preamble

We, the members of *[insert name of the Association]* do hereby establish this Constitution in order that our purpose is realized to its fullest extent.

Article I – Name

The name of the Association will be *[insert name of the Association]* henceforth referred to as *["acronym"]*

Article II – Description

The description of the Wildlife Management Area shall contain the following:

- a. the name of the area;
- b. the location;
- c. the boundaries; and
- d. the size.

Article III – Objectives

The objectives of *[insert name of the Association]* shall be as stated hereunder:

.....
.....

Article IV – Compliance Statement

[name of the Association] understands and is committed to fulfilling its responsibilities of abiding by policies of the Government of the United Republic of Tanzania in respect of wildlife conservation and management.

“Upon approval by the Director for Wildlife the *[insert name of the Association]* shall be a registered Authorized Association at the *[insert name of the WMA location]*. *[insert name of Association]* shall comply with all the laws of the United Republic of Tanzania as well as all regulations,

Wildlife Conservation (Wildlife Management Areas)

policies and procedures in respect of wildlife conservation and management. In addition it shall adhere to the following principles:

- (1) Transparency in all its affairs
- (2) Accountability for its actions and omissions
- (3) Observance of sense of responsibility in its decisions and pursuits
- (4) Be guided by good moral principles
- (5) Respect and implement gender mainstreaming etc”

Article V - Membership

Active membership shall be restricted to persons officially connected with the *[insert name of the WMA]* as residents in the registered village (s) of:

- (1)
- (2)
- (3)

(insert all the names of the registered villages forming WMA)

In addition, the following requirements are necessary to constitute active membership:

- (1)
- (2)
- (3) Active participation in all activities sponsored by *[insert name of Association]*

Article VI – Nondiscrimination

[insert name of Association], is committed to providing equal opportunities and does not discriminate on the basis of race, religion, colour, creed, national origin, sex, sexual orientation, age, marital status, disability, or status with regard to public assistance.

Article VII- Name of office Bearers

[Insert registered trustee, their qualification, functions and tenure]
[Insert the post of Secretary, qualification, functions and tenure]

Article VIII – Organs of Governance

Description of the organizational structure providing for those accountable to the villagers, Village Government *[insert relationship with the Village Government and Assembly]* and those linked to the District Council.

Article IX – Roles and responsibilities of the different organs

Article X - Elections

1. Voting Eligibility

Wildlife Conservation (Wildlife Management Areas)

Those members meeting all requirements of active membership as set forth in Article V will be granted voting privileges.

2. General Principles

- 2.1 All leaders in the [insert name of Association] except Trustees and Secretary shall hold their respective offices through free and fair democratic elections
- 2.2 Elections for leadership in the [insert name of Association] shall be by way of secret ballot
- 2.3 Any election in which the participation of members is less than fifty percent of the total number of the members entitled to vote shall be void
- 2.4 The shall oversee that the [insert name of Association] elections are conducted freely and fairly

3. Electoral Disputes

The [insert name of Association] shall designate a special organ for dealing with electoral disputes and provide for the attendant rules and procedures

Article XI – Code of Conduct and Disciplinary Measures

Article XII – Financial Management

Article XIII – Amendments

Amendments will become effective following approval of two-thirds (2/3)-majority vote of active members.

Article XIV - Constitutional Reviews

[Insert name of Association] will every five years cause the review of its Constitution

SECOND SCHEDULE

WILDLIFE MANAGEMENT AREA

INFORMATION DATA SHEET

(Made under Regulation 5(c))

A: General Information

1. Identity of the Community Board Organization (CBO)

Name P.O. Box Number
Post Office District Region
Phone Number Fax Number
Office location (Street name, Building name)
Society Registration No Registration Date
Bank Name Branch Account No.

Wildlife Conservation (Wildlife Management Areas)

- 4.
- 5.
- 6. Economic potential of the proposed Wildlife Management Area
- 7. Current uses of the natural resources and by whom
 - 1.
 - 2.
 - 3.
 - 4.
- 8. Current uses of land and by whom
 - 1.
 - 2.
 - 3.
 - 4.

C: Ecological Information

- 1. Name(s) bordering National Park(s), Game Reserve(s), Ngorongoro Conservation Area, Wildlife Management Area and other Protected Area e.g. Forest Reserve, Marine Park, etc.
 - 1.
 - 2.
 - 3.
 - 4.
- 2. List in detail the natural resources available in the proposed Wildlife Management Area [2]
 - (a) Wild Animals
 - (b) Plants/Communities/habitats
 - (c) Saltlicks
 - (d) Water
 - (e) Roosting/breeding sites for migratory species
 - (f) Unique process (animal migrations etc.)
 - (g) Endangered/threatened species
 - (h) Endemic species
- 3. Problems and threats related to the resource:
 - 1.
 - 2.
 - 3.
 - 4.
- 4. Cultural and historical sites on the village land
 - 1.
 - 2.
 - 3.
 - 4.
- 5. Other attractions [e.g. caves, falls, rocks, springs (hot, mineral) etc.]
 - 1.
 - 2.
 - 3.

Wildlife Conservation (Wildlife Management Areas)

4.
6. Indicate the main purpose of setting up the Wildlife Management Area
1.
2.
3.
4.

[1] Information to be provided for each village forming the wildlife Management Area
[2] Extra sheet of paper should be used so as to give exhaustive details.

THIRD SCHEDULE

TFN No. Form No.

WILDLIFE MANAGEMENT AREA

The Wildlife Conservation Act, 2009

(No. 5 of 2009)

(Made Under Regulation 13 (3))

Certificate of Authorization

I hereby declare that Community Based Organisation
has on this day of 20..... been duly authorized to
manage wildlife in Wildlife Management Area pursuant to
and in accordance with the provisions of the Wildlife Conservation Act and the regulations,
rules and orders made thereunder from today Will be
recognized as the Authorized Association (AA) to manage wildlife in Wildlife
Management Area.

GIVEN under my hand at Dar es Salaam day of
Two thousand and

(Signature)
Minister for Natural Resources and Tourism

Official Seal/Stamp

NOTE: This certificate must be kept in a conspicuous position in the office of the
Authorized Association and is not transferable

FOURTH SCHEDULE

WILDLIFE MANAGEMENT AREA

KITAMBULISHO CHA ASKARI WANYAMAPORI WA KIJIKI

(Zimetengenezwa chini ya Kanuni ya 21(2))

Jina kamili
Cheo
Anwani.....
.....

Picha

.....
Sahihi ya mwenye kitambulisho

Na.

Mwenye kitambulisho ambaye picha na sahihi yake vimeonyeshwa katika kitambulisho hiki amepewa madaraka ya kusimamisha leseni za kuwindia, kukagua, kupekua, kukamata na kutia mbaroni kama ilivyobainishwa katika vifungu vya 106, 107, 108, 109 na 110 ya sheria ya Kuhifadhi Wanyamapori ya 2009

Onyo:

Mtu yeyote atakayekataa kutii amri yoyote ya kisheria atakayopewa na Ofisa huyu anaweza kutiwa mbaroni pasi na waranti.

.....

Mkurugenzi wa Idara ya
Wanyamapori

Tarehe

Angalia

Kisitambulike kama hakina mhuri wa Idara uliobandikwa kwa namna ambayo sehemu yake iko juu ya picha ya mwenyenacho.

Madaraka haya ni katika eneo la vijiji vinavyounda Eneo la Jumuiya la Uhifadhi Wanyamapori la

.....

..... (jina la eneo)

FIFTH SCHEDULE

WILDLIFE MANAGEMENT AREA

WILDLIFE MANAGEMENT AREA JOINT LAND USE AGREEMENT

(Made Under Regulation 30(2))

A Joint Village Land-Use Agreement may help to solve or avoid land use conflicts between two or more neighbouring villages, and to improve the management of the 'shared' areas. The need arises when use of land resources located in one village are also of importance to groups living in one or more neighbouring villages, or in other words, when the inhabitants of neighbouring villages depend on each others land use management agreements. For examples micro catchments, grazing land, water points, forests and places of particular cultural interests that are shared by more than one village.

The process of entering into an agreement on a joint village land use management will be guided by the following procedure:

- (1) When the need for such an agreement is expected or identified by the councils of the villages involved, they can form a Joint Area Planning (JAP) Committee, which is composed of 3 to 4 councillors from each village.
- (2) This Joint Area Planning Committee organizes one or more meetings whereby the nature, purpose and proposed content of the agreement are explained to the different groups of persons from the concerned villages using the land in question. During these meetings, they have the opportunity to put forward their interests in and views on the use of the land and the content of any agreement on that use.
- (3) The Joint Area Planning Committee drafts with assistance of the Village Land Use Management committees of the concerned villages and the Planning and Land Use Management Team) a Joint Village Land Use Management Agreement which takes into account the views and interests of the users concerned and presents the proposal to the councils of the villages concerned for their approval.
- (4) The Joint Area Planning Committee informs the respective District Council on the contents of the proposed agreement and the District Council can make comments that have to be presented together with the Agreement to the Village Assemblies for their approval.
- (5) After the Agreement has been presented to and approved by all the Assemblies of the villages involved, it will take effect.

SIXTH SCHEDULE

WILDLIFE MANAGEMENT AREA

GENERAL MANAGEMENT PLAN

(Made Under Regulations 31(1))

A. THE PROCESS OF PREPARING A WILDLIFE MANAGEMENT AREAGENERAL MANAGEMENT PLAN (GMP)

1. Collect baseline data through:
 - Secondary sources to obtain general information on the area.
 - Use of Wildlife Management Area Information Data Sheet.
 - Use of questionnaire/Participatory Rural Appraisal (PRA) to obtain socio economic data.
 - Site visit during data collection and to familiarize the planning team/participants with hot spots.
2. Conduct consultative stakeholder workshops through:
 - Use of Logical Framework Approach (LFA) in analyzing problems and presenting the purpose, objectives of the Wildlife Management Area and management strategies in a logical manner.
 - Undertaking technical decisions on zoning and drawing-up EIA statements on proposed actions in each zone.
3. Draft of General Management Plan by technical committee including the planning team and Authorized Association.
4. Authorized Association tables the draft General Management Plan to Director of Wildlife for endorsement.

B. PRESENTATION FORMAT FOR GENERAL MANAGEMENT PLANS

1. Approval Page (*To contain statement and signature by the Director of Wildlife authorizing the implementation of the GMP.*)
 2. Foreword page (*Visionary introduction of the GMP by the AA Chief Executive Officer.*)
 3. Executive Summary, (*The summary of the contents of the whole management plan.*)
 4. Summary of Objectives (*List of objectives addressed by the GMP.*)
 5. Table of Contents (*List various groupings of the contents of the GMP. It includes List of maps, list of tables, list of figures, etc.*).
- 1: POLICY**
- 1.1 Policies (*Statements of relevant policies pertaining to the specific Wildlife Management Area e.g. wildlife, forestry, fisheries, bee keeping.*)
 - 1.2 Existing and potential wildlife conservation problems (*Description of problems in the village as well the Wildlife Management Area.*)

- 1.3 Benefit sharing (*Description of the existing modalities of sharing benefits emanating from communal resources use*).

2: GENERAL DESCRIPTION

- 2.1 General information (*Description of the Villages and WMA*)
- 2.2 Location, boundaries and area. (*Description location of the WMA, its boundaries and size, including existing maps*).
- 2.3 Physical features, geology and soils.
- 2.4 Climate (*Description of rainfall temperatures patterns, and their measurements over time*).
- 2.5 Vegetation communities.
- 2.6 Wildlife populations (*Description of varieties, abundance, unique, endangered, endemics species of wildlife, their movements, interactions and critical resources*).
- 2.7 Distribution of Natural Resources outside the Wildlife Management Area (*Description of natural resources that influences management of WMA*).
- 2.8 Income of the WMA (*Description of sources and trends*).
- 2.9 Socio-economics (*Description with reference to communities surrounding the WMA as well as respective district*).
- 2.9.1 Land uses: (*Description to include Wildlife, Fisheries, Beekeeping, Forestry, Agriculture, Livestock, Settlements, Mining, etc.*).
- 2.9.2 Population growth/demography.
- 2.9.3 Social amenities and services: (*Description to include Water supply, education, health, energy, etc.*).
- 2.10 Communication and Infrastructure (*Description of status of Roads, railways, air, water transport, telecommunications*).

3: OUTSTANDING RESOURCE VALUES, PURPOSE AND SIGNIFICANCE OF THE WILDLIFE MANAGEMENT AREA

- 3.1 Outstanding Resource values (*Description of important resources and their values to the communities, to include economic, social and cultural values*).
- 3.2 Purpose (*Description of the purpose of setting aside the WMA*)
- 3.3 Significance (*Description of importance of the WMA and its resources nationally or internationally*).

4: MANAGEMENT ISSUES/PROBLEMS

(These are those established in the Consultative Workshop and others, which were established during data collection and analysis. Live examples should be cited.)

5: MANAGEMENT OBJECTIVES OF THE WILDLIFE MANAGEMENT AREA

(These are as defined in the Consultative Workshop)

6: MANAGEMENT STRATEGIES

(These are as identified in the Consultative Workshop)

- 6.1 Specific strategies. (*Describe what needs to be done, how and where they form part of the GMP*).
- 6.2 Alternative strategies (*Describe those that effectively resolve identified issues and enhance the attainment of management objectives*).

Wildlife Conservation (Wildlife Management Areas)

- 6.3 Proposed studies and plans (*Describe studies associated with identified strategies that need to be carried out*).
- 7: MANAGEMENT ZONING**
(As identified in the Technical Session. This part describes activities that can and cannot occur, limits of use, existing and proposed development and rationale for each zo
- 8: ENVIRONMENTAL IMPACT ASSESSMENT**
- *Should focus on the evaluation of the implications of the impacts likely to occur for each activity/action.*
 - *Should consider conservation, socio-economic and cultural values of the particular activity.*
 - *Selection of the environmental impact topics should be based on priorities of stakeholders, identified management problems, defined management objectives and protection of the significant resource values of the Wildlife Management Area.*
- 9: IMPLEMENTATION OF THE GMP**
- *Should include statement on what is required to implement the GMP.*
 - *Should mention the duty of the Authorized Association-Executive in relation to the implementation of the GMP. In this case the Authorized Association will conduct daily monitoring, evaluation and preparation of annual operation plans.*
 - *Should state when evaluations and manor reviews will be carried out. (For example, after every 5 years from the date of approval of the GMP) and by whom. Normally this is done by agencies other than the Authorized Association.*
 - *Should include the monitoring and evaluation sheet of the activities to be conducted in the Wildlife Management Area and outside the Wildlife Management Area on the village land.*

BIBLIOGRAPHY

(List of publication that were referred to in the preparation of the GMP).

APPENDICES

1. Copy of a Government Notice declaring the Wildlife Management Area.
2. Copy of the Certificate of Registration of the CBO.
3. List of Participants involved in the Planning process.
4. Others.

SEVENTH SCHEDULE

WILDLIFE MANAGEMENT AREA

THE PROCESS OF PREPARING A WILDLIFE MANAGEMENT AREA RESOURCE MANAGEMENT ZONE PLAN (RMZP)

(Made Under Regulations 32(2))

1. Conduct a technical workshop comprising of planning team and the AA which shall:-

- (a) Analyze the information data sheet of the prospective Wildlife Management Area.
 - (b) Undertake technical decisions on zoning, based on the Information data sheet.
 - (c) Describe activities that can and cannot occur in each zone.
 - (d) Set limits of use or acceptable change.
 - (e) Describe the rationale for existing and proposed development activities in each zone.
 - (f) Provide environmental statement on proposed actions.
2. Table the draft Resource Management Zone Plan to the Director for endorsement.

EIGHTH SCHEDULE

Eneo la Jumuiya la Uhifadhi Wanyamapori

Taarifa za Msingi za Ufuatiliaji Rasilimali

(Zimetengenezwa Chini ya Kanuni ya 33)

A. Ufuatiliaji wa Maliasili

1. Tarehe ya kuanza doria
2. Tarehe ya kumaliza doria
3. Madhumuni ya doria
4. Tarehe ya tukio
5. Maelezo ya uoto wa asili
6. Wanyama walioonekana (aina, idadi, jinsia)
7. Jina la chanzo cha maji
8. Maelezo ya chanzo cha maji
9. Eneo lililoungua moto (ekari)
10. Ukataji wa miti (idadi au ekari)
11. Kambi ya majangili
12. Maelezo ya kambi ya ujangili
13. Udhibiti wa mipaka
14. Maelezo mengine
15. Jina la kiongozi wa doria
16. Sahihi ya kiongozi wa doria

Wildlife Conservation (Wildlife Management Areas)

Maelekezo

1. *Tarehe: Andika tarakimu mbili tarehe na mwezi, na nne kwa mwaka (km. 02-06-2009).*
2. *Elezea uoto wa asili wa eneo tukio lilipoonekana (Bwawa, tindiga, kando ya mto, msitu, msitu wa miombo, mbuga ya miti, mbuga yenye vichaka, mbuga wazi.*
7. *Wanyama jumuiisha samaki, vyura, reptilian, ndege na mamalia aina zingine waliohatarini kutoweka.*
8. *& 11. Jina la kambi na chanzo cha maji; andika majina ya kawaida ya eneo ambapo zimeonekana.*
14. *Andika uvamizi ulioonekana wakati wa doria kwenye mpaka wa WMA.*
19. *Andika maelezo ya ziada ambayo hayakujumuishwa kwenye fomu hii.*

Angalizo: Nakala mbili ziandaliwe; Nakala moja ibaki kwenye ofisi ya chama kilichopewa mamlaka na ya pili iwasilishwe kwa Afisa Wanyamapori wa Wilaya ambaye ataandaa taarifa ya mwezi kwa kutumia takwimu hizi na kuiwasilisha kwa Mkurugenzi wa Wanyamapori.

B. Taarifa ya Matukio ya Ujangili

Jina la Authorized Association
Namba ya tukio Tarehe ya tukio
Mahali watuhumiwa walipokamatwa
Jina la Kiongozi wa Doria
Idadi ya Majangili
Majina ya Majangili

Jina la kwanza la Jangili	Jina la Pili	Jina Lingine	Tarehe ya kuzaliwa	Jinsia	Kijiji anapoishi	Kiongozi wa Mtaa/Balozi	Anuani ya Posta	Mengineyo
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Maelezo ya makosa
.....
.....
.....
.....
Nyaraka zilizokamatwa
.....
.....
Silaha zilizokamatwa
.....
Vitu vingine vilivyokamatwa
.....
Vifungu vya Sheria ya Wanyamapori (WCA) vilivyotumiwa
.....
.....
.....

Wildlife Conservation (Wildlife Management Areas)

Hatua zilizochukuliwa
Namba ya Fomu ya kukiri makosa
Kituo cha Polisi walipopelekwa
Faini aliyotozwa Namba ya Kesi ya Polisi
Mahakama aliyopelekwa
Maelezo ya hukumu iliyotolewaTarehe ya hukumu
.....
.....
.....

C: Matukio ya Wanyamapori Waharibifu na Hatari

Wilaya/Authorized Association.....

Tarehe	Eneo	Idadi ya Mnyamapori	Aina ya wanyamapori waliouawa/kujeruhi/kufukuzwa/	Uharibifu wa Mazao/Mifugo/Binadamu
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Kila tukio la uharibifu au kuhatarisha maisha lijazwe kwenye fomu hii
Kwenye sehemu ya Eneo, taja jina la kijiji lilipotokea

Iandaliwe katika nakala tatu;- Moja itabaki ofisi za Authorized Association, ya pili
ipelekwe kwa afisa wanyamapori wa wilaya na ya tatu ipelekwe kwa Mkurungenzi wa
Idara ya Wanyamapori

—————
NINETH SCHEDULE
—————

Wildlife Management Area
—————

User Right
—————

(Made Under Regulation 34(1))

The Director of Wildlife (herein after referred to as the Director) and the
(*Name of Authorized Association*) (hereinafter referred as the Authorized Association) and
jointly referred to as “the Parties” and in the singular as “a Party”).

RECOGNISING laws of the land, the roles and responsibilities of the parties and with
reference to management of WMA;

CONSCIOUS of the significance and purpose of establishing and managing
..... (*Name of the Wildlife Management Area*)
(hereinafter referred to as the WMA) as is the context in Tanzania;

Wildlife Conservation (Wildlife Management Areas)

DESIRING to promote biodiversity conservation and sustainable socio-economic development of the local communities surrounding the WMA;

HEREBY AGREE AS FOLLOWS:

The Director is hereby granting the Authorized Association the right to use wildlife resources in the Wildlife Management Area according to the Management Plan or Resources Management Zone Plan.

The use of the wildlife resources shall be limited to the following activities:-

1.
2.
3.
4.
5.

This agreement shall come into force on the date of signing and shall operate for a period of five years from the date of signing.

This agreement shall not be construed to waive the obligation of the Authorized Association to enforce and/or adhere to limitations of use set by quote or level of acceptable change or other mitigation as expressed in the EIA.

Breach of this Agreement: shall be dealt with in accordance to the laws of the land.

Access to records: The Authorized Association shall maintain and keep records and books of accounts and make these available upon request for inspection by the Director or his dully appointed representative.

Renewal: The Parties to this Agreement may, upon mutual understanding, renew this Agreement for a further period(s) and upon terms and conditions as they may have decided. In the event that either Party deems it fit to renew the Agreement, either Party shall give twelve (12) calendar months notice of such intention.

Indemnity: The Director shall not be liable in respect of any damage or loss which may be suffered by any persons by reason of or arising directly out of the use of the WMA and tourist facility and its ancillary services.

Notice: Any notice or correspondence addressed or served upon either Party shall deem to have been sufficiently given, served or addressed as the case may be, if sent by registered mail addressed to:

The Director:
Nyerere Road,
P.O. Box 1994,
Dar es Salaam.

FILL IN THE FULL NAME AND ADDRESS OF THE DIRECTOR

The AA if sent to:
.....
.....

Wildlife Conservation (Wildlife Management Areas)

.....
.....

FILL IN THE FULL NAME AND ADDRESS OF THE AA

Or such other mailing or physical address as either Party may from time to time specify in writing.

SIGNED, SEALED AND DELIVERED

With the Common Seal of

..... (Name of AA) by
..... (Name of Authorized Officer of the AA) AA
at (Name of place/town) SEAL
This day of 200.....
Name: (Authorized Officer)
Position in AA

Signature:

SIGNED, SEALED AND DELIVERED

With the Common Seal of Wildlife Division

by (Name of Authorized Officer of the Wildlife
Division) at (Name of place/town)
DIRECTOR'S
this day of 200..... SEAL

Signature: (Signature of the Director)

**The Director may from time to time alter the contents of this agreement.*

TENTH SCHEDULE

Eneo la Jumuiya la Hifadhi Wanyamapori

Daftari la Leseni ya Wawindaji Wenyeji

(Imetengenezwa chini ya Kanuni ya 48 (7))

Jina la Chama kilichopewa Mamlaka..... Ukurasa

Na....

Jina la WMA.....

Tarehe Tarehe/ mwezi/ mwaka	Nambari ya Kibali	Namba ya Leseni	Tarehe leseni ilipoteolewa	Jina la mwindaji	Namba ya kadi ya mwindaji	Idadi ya wasindikizaji	Aina na Namba ya bunduki	Aina na idadi ya wanyama	Maelezo	Sahihi ya Afisa wa AA
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ELEVENTH SCHEDULE

Wildlife Management Area

Format for Investment Agreement in Wildlife Management Area

(Made under Regulation 51 (7))

This Agreement (hereinafter referred to as “the Agreement”) is entered into by and between(*name of AA*), an Authorized Association (hereinafter referred to as “the AA”) established and duly registered for the purposes of managing Wildlife Management Area (hereinafter referred to as “the WMA”) whose address is of the one part, and(*name of investor*) (*insert either duly registered company/firm/joint venture entity*) pursuant to the (*Insert the establishing law*) of (*Insert country*), (hereinafter referred to as “the Investor”) whose address is of the other part, both parties hereinafter to be referred to as “the **Parties**”.

WHEREAS

- A. The AA, acting for and on behalf of the local community members in its jurisdiction and in accordance with its Constitution, has the power to grant a concession over (*Name of the WMA/Tourist site*) located in (*Name of District/Region/Village Area*).
- B. The Investor has applied to the AA for allocation for a site/area/hunting block for (*Insert whether lodge, camping, sport fishing, photographic safari, walking safari, canoeing, hunting safari, etc.*).
- C. AA has agreed to let to the Investor, subject to the terms and conditions hereinafter mentioned, a portion of the WMA outlined by a solid red line on the site plan annexed hereto marked **Appendix A**, in extent approximately square kilometres (hereinafter called “the Area”).
- D. The AA and the Investor have agreed to enter into an agreement to conduct (*hunting safaris, game viewing safaris and photographic safaris – delete inapplicable*) (hereinafter referred to as “the Agreement”).

NOW THEREFORE the parties hereto agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

In this agreement, unless the context otherwise requires, the following terms shall bear the meanings ascribed to them hereunder:

- (a) “**commencement date**” means a date that this Agreement is signed by both parties;
- (b) “**completion date**” means the date the development of the project is complete, or such later date as the Parties shall in writing agree;
- (c) “**Development**” means a commercial development to be constructed on the Area by the Investor in accordance with the development agreement specified in clause being a (*describe the type of development e.g “modern permanent tented camp of at least 2800 m² gross area as detailed in the plans and specifications”*);
- (d) “**Construction Period**” means a period of months after the commencement date but before the completion date.
- (e) “**Lease**” means the concession agreement of lease recorded herein, together with the appendices hereto, and any authorised amendment hereof;
- (f) “**Occupancy rent**” means rent paid in accordance with clause
- (g) “**parties**” means **AA** and the Investor and the reference in the singular shall be to either one of them;
- (h) “**plans and specifications**” means the floor plans, sections, elevations and specifications, and a schedule of finishes produced by the Architect engaged by the Investor, relating to the Development and attached to this Agreement as **Appendix B**;
- (i) “**practical completion date**” means the date on which a portion of the Development is certified as being practically completed by the project manager;
- (j) “**project**” means the project comprising the implementation and completion of the Development;
- (k) “**Services**” means tertiary infrastructural services in the Area including access roads, sewers, drainage, electricity, water supply and telephone connections within the Development, which are the responsibility of the Investor;
- (l) “**Works**” shall mean the design, construction and commissioning of the roads within the Development, the levelling and preparing of the Area for building, the installation of the services and the execution and completion of the buildings comprising the Development, all in accordance with the plans and specifications;
- (m) “**Effective Completion Date**” shall mean the date on which the (*tented camp/lodge/etc*) is fully complete and ready to become operational.
- (n) “**Take over date**” shall mean the date that the Agreement is signed by both parties and the Area has been handed over.

(o) **“Bed Night”**

(insert the other terms that require to be specifically defined)

2. RESOLUTIVE CONDITIONS

2.1 This agreement is conditional upon fulfilment of the following resolute conditions, namely:

- (a) the plans and specifications being approved in writing by **AA**, such approval not to be unreasonably withheld or delayed;
- (b) the Investor obtaining from the appropriate Governmental and Municipal and/or public authorities the necessary approvals, in writing, to the Development and in respect of the plans and specifications. In this regard, **AA** undertakes to render every reasonable assistance to the Investor to obtain these approvals;

(insert other resolute conditions to be agreed upon)

3. OBLIGATIONS OF THE PARTIES

3.1 The AA hereby agrees that:

- i. It shall endeavour to keep and maintain all that area comprising the WMA free from any human settlement, whether temporary or otherwise, for the entire duration of the agreement.
- ii. It shall provide the Investor and/or his/her agent access to the WMA at all times.
- iii. It shall not grant any user rights to any third Party to operate a business in that particular site which the Investor is involved.
- iv. It shall draw the Investor’s attention and involve him/her in all matters that the AA may believe to be detrimental to the continued existence of the investment or the Investors activities in the WMA.
- v. It shall not merge with any other organ or body without informing the Investor.
- vi. It shall call regular management meetings in a specified time period that will be agreed between the investor and the A.A.

3.2 The Investor hereby agrees:

- i. To provide all the finances necessary for the success of the business investment.
- ii. To provide all equipment and assets necessary to make the investment a success.
- iii. That all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the AA upon lapse of the agreement.
- iv. To construct and maintain all necessary building infrastructure.
- v. To respect the cultures and traditions of local community members
- vi. To absolve the AA from any financial risk or liabilities associated with this Agreement.
- vii. To market the WMA.
- viii. To train and employ local community members in the day-to-day activities of the venture. In particular, the Investor shall endeavour to employ at least 60% of his/her staff from local community members.

- ix. To plan, implement and develop projects that are for the benefit of the community.
- x. Supply basic social infrastructure and necessities as agreed to with the AA.
- xi. Permit the local community access for the performance of cultural rites and rituals provided that these activities are not detrimental to the existing facilities and activities of the venture.
- xii. To ensure that the venture is subjected to EIA before its commencement and that its operations will adhere to the existing EIA regulations, guidelines and procedures.
- xiii. Not to interfere or tamper with, or apply political, financial or economic mechanisms, or in any other manner whatsoever, with a view to influence the administration and day-to-day activities of the AA in his/her favour.
- xiv. Shall not keep or permit to keep on the land any livestock or domestic pests.
- xv. Not to use the land provided for the venture for any purpose save for that which has been approved in terms of this Agreement without prior written consent of the AA.
- xvi. Not to sublease, sublet or transfer, in any manner whatsoever, the Agreement, or any part thereof, without the written consent of the AA obtained in a general meeting of the AA duly convened for the purpose of considering the consent.
- xvii. That all Area, movable and immovable, used in the facility would be the Area of the investor and that the investor shall not borrow, rent or lease any immovable Area for the purposes of using such facility without the written consent of the AA.

4. MANAGEMENT OF NATURAL RESOURCES

The Investor undertakes:

- i. To take all necessary measures to prevent soil erosion and other damage to the ecosystem within the WMA in accordance with the law.
- ii. Note to remove, sell, damage or otherwise dispose of any sand, gravel, earth, stone or timber in accordance with the law.
- iii. Not to destroy any trees without the written consent of the AA.

5. ASSIGNMENT

The Investor hereby undertakes not to sublease, assign or part with possession of the concession or facility or part thereof, that has been granted for purposes of investment by the AA under this Agreement.

6. PERFORMANCE BOND

The Investor shall deposit a Performance Bond of US\$ (*based on 10 percent of the overall investment cost*) to an account jointly owned by the Investor and AA, as security for undertaking the development of the Venture. This amount plus the interest accrued thereon shall be liable to forfeiture by the AA where the Investor either absconds or abandons the project/investment or to enforce a judgment against the Investor where the Investor is in default of payment.

The Performance Bond and interest accrued thereon shall otherwise revert back to the investor upon the lapse of the Agreement.

7. FEES FOR THE RIGHT TO OPERATE

That the fees for the right to operate safaris shall be calculated at the rate of ***INSERT AGREED FEE STRUCTURE***

8. FORCE MAJEURE

- (a) If by any reason of force majeure, a party is unable to perform in whole or material part its obligations under this Agreement, then such party shall be relieved of those obligations to the extent it is unable so to perform and it is not possible for the Affected Party to be adequately compensated by insurance and such inability to perform shall not make such party liable to the other.
- (b) If any event of force majeure persists for a continuous period of three (3) months or more and such event prevents a party in whole or in material part from performing its obligations under this Agreement then the party unable to perform its obligations (“**Affected Party**”) may, by written notice to the other, suspend all rights and obligations arising from this Agreement, as the case may be, until such force majeure event no longer persists and the Parties are able to resume performance of their respective obligations:

Provided that if such notice shall be given by the Investor it shall be permitted access to the WMA to take steps to protect its assets during the period of suspension. The Parties shall only resume performance of their obligations by written notice given by the Affected Party.

- (c) In this Agreement '**force majeure**' means any of the following which materially affect the Business, the Lodge, the Owner or the ability of the Investor to participate in the construction and management the Lodge: an act of God (including but not limited to an earthquake, flood or volcanic eruption), pandemic disease or other condition which impairs the normal physiological functioning of humans or of other organisms and which are transmissible to humans, war, terrorism, civil commotion, strike, lock-out or other labour dispute, fire, flood, governmental legislation or any governmental act, sanctions, civil war, trade embargo or any economic or other cause beyond the reasonable control of any party, but excluding any of the above events which is caused by any act, omission or default of any party.

9. **OCCUPATION**

- 9.1 Notwithstanding the commencement date, the Investor shall be entitled to take possession of and occupy the Area with effect from (*insert date*), AA confirms that there will be no physical impediment to the Investor in taking such possession and occupation.
- 9.2 The risk of taking of possession of the Area prior to the fulfillment of the resolute conditions shall be of the Investor and it shall be obliged, in the event any such conditions are not fulfilled, to immediately vacate the Area and restore the Area to AA in no less a condition than it was in prior to possession, subject to vacation notification being served upon the Investor by AA.
- 9.3 Subject to the provisions herein contained, and if actual possession and occupation have not occurred by that time, the Investor shall be deemed to have taken possession and occupation of the Area on the date when the conditions set out in *paragraph 2.0* herein are fulfilled.

10. **LEASE**

- 10.1 Upon the terms and conditions herein set out, AA hereby lets the Area to the Investor, which hereby hires the same.
- 10.2 Neither party shall be entitled to change the use of the Area and the Investor hereby binds itself to the use of the Area lawfully, to comply with all relevant laws and bye-laws.

11. **OPERATION AND DURATION**

Unless otherwise stated herein, or in any other law in force and to which this Agreement applies, this Agreement shall be deemed to have commenced on the date of signing by the appropriate and relevant persons for and on behalf of both Parties duly Authorized to do so. The Agreement shall be operative for a period ofyears (*insert years for the investment as specified in the regulations*) subject to renewal. The agreement shall as long as the Investor is not in default of this agreement be renewed for a further term of years (*insert renewal period for the investment as specified in the Regulations*) subject to the investor giving the AA a one year notice with a remainder six month after the first

notice is served before the expiry of the subsisting term. In case the Investor does not wish to continue to operate the area upon the expiry date of the agreement, the Investor shall not have the authority to transfer the rights granted under this agreement and all immovable assets shall be the property of the AA with immediate effect.

12. TERMINATION

12.1 This Agreement shall automatically be terminated in the event where the Director of Wildlife withdraws or cancels the Wildlife User Right granted to the AA;

12.2 Either party may terminate this Agreement if the other Party causes a fundamental breach of the Agreement.

Fundamental breaches of the Agreement shall include, but shall not be limited to the following:

- a) the Investor fails to fulfill or comply with any obligation placed upon it by the terms hereof, and fails to remedy such default within a period of 60 days after receipt of written notice from AA calling upon it to do so;
- b) The Investor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) If the Investor delays the completion of the investment within an agreed period after the commencement date or any date as shall be agreed by the Parties in writing;
- d) Notwithstanding the above, the AA may terminate the Agreement for convenience.

12.3 If the Agreement is terminated, the Investor shall stop his operation immediately, make the Area safe and secure, and leave the Area as soon as reasonably possible.

12.4 If the Contract is terminated for the AA's convenience or because of a fundamental breach of Agreement by the AA, the Parties shall cause an independent Valuer to issue a certificate for the value of the Investor's costs to the Area which the Investor shall be entitled to be indemnified.

13. MORTGAGE

13.1 In the event that the financing structure of the Development requires a mortgage bond to be registered against the Area, AA shall grant consent thereto; Provided that such a mortgage bond shall only be for the purposes of the Development, be limited to the mortgaging of the Investor's interest in the Lease for the remainder of the Lease term and shall have no consequence upon AA's proprietary and reversionary right over the ownership of the lands comprising the Development.

14. NOTICES

- 14.1 The parties choose, for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement at their respective addresses as follows:
- (a) to AA at the
P O Box
.....
Tanzania

 - (a) *(insert title of responsible officer of the investor)*
.....
.....
P O Box
.....
- 14.2 Either party may change its address to another within Tanzania or the Investor's country of origin on the giving of 14 days written notice to the other party.
- 14.3 Any notice given and any payment made by either party to the other ("**the addressee**") which:
- (a) is delivered by hand or sent by facsimile transmission during office hours shall be deemed to have been received by the addressee on the day following date of delivery or date of the facsimile transmission;
 - (b) is posted by prepaid registered post from an address within Investor's country of origin or Tanzania shall be deemed to have received by the addressee on the 5th working day after the day of posting.
- 14.4 Where a party to this agreement applies for consent in writing under any clause of this Agreement, such consent shall be deemed to be given if the application is not responded to within twenty one (21) days of receipt thereof at the party's address specified in clause 14.1 above.

15. DISPUTE RESOLUTION

- 15.1 Should any dispute arise out of or in connection with this Agreement, either party shall be entitled to require by written notice to the other that the dispute be submitted to arbitration in terms of this Clause 15. For the avoidance of any doubt, this Clause 15 shall be capable of general application to each and every dispute that may occur.
- 15.2 Upon receipt of the written notice referred to in clause 15.1, the parties shall meet and Endeavour in good faith to resolve the dispute amicably and expeditiously.
- 15.3 If the parties are unable to resolve the dispute in question despite compliance with clause 15.2, then the dispute shall be referred to arbitrators preferably 3 arbitrators in accordance with the remaining provisions of this clause 15.
- 15.4 Subject to the foregoing provisions of this clause 15, provided that the arbitrator/s shall be, if the question in issue is:
- (a) primarily an accounting matter, the senior partner for the time being of an international accountancy practice resident in Dar es Salaam;
 - (b) Primarily a legal matter, a senior Counsel of the Tanzanian Bar, a retired Judge or Attorney General for that matter.

- (c) any other matter, a person with the appropriate qualifications and experience agreed upon by the parties in writing or, failing such agreement within 14 days, appointed by the President for the time being of the East African Court of Justice, situated at Arusha, United Republic of Tanzania, who may be requested by either party to make nomination at any time after the expiry of that 14 day period.
- 15.5 The arbitration shall be subject to the laws of the United Republic of Tanzania.
- 15.6 The arbitrators shall be entitled to:
 - (a) call for and examine any documents or records which are relevant to the issue in dispute and to take copies or make extracts therefrom and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
 - (b) Interview and question under oath representatives or witnesses of any of the parties;
 - (c) Make such an award for specific performance, an interdiction or injunction, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate.
- 15.7 The arbitration shall be held as quickly as possible after its is demanded with a view to this being completed within sixty days after arbitrators have been appointed.
- 15.8 Immediately after the arbitrators have been agreed upon or nominated in terms of clause 15.4, either party shall be entitled to call upon the arbitrators to fix a date and place when and where the arbitrations proceedings shall be held. The proceedings shall be held in camera and the parties undertake to maintain the utmost confidentiality with regard thereto.
- 15.9 Any award that may be made by the arbitrators:
 - (a) Shall be in writing and include the reasons therefore;
 - (b) Shall be final and binding;
 - (c) Will be carried into effect; and
- 15.10 In the event that this Agreement should terminate, for any reason whatsoever, then the provisions of this clause 15 shall survive such termination.
- 15.11 *(Subject to clause 15.12)* This clause 15 constitutes an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 15.
- 15.12 This clause 15 shall not preclude either party from obtaining relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

16. GENERAL AND CONCLUSION

- 16.1 This Agreement with its annexure constitutes the whole agreement between the parties and no variation or cancellation shall be of any force and effect unless and until it is reduced into writing and signed by the parties hereto or their duly authorized representatives, nor shall any undertaking or representation not contained herein be part of or be deemed to have influenced the entering into of this Agreement.
- 16.2 Any condonation of any breach of any of the provisions hereof or other act of relaxation, indulgence or grace on the part of either party shall not in any way

Wildlife Conservation (Wildlife Management Areas)

operate as or be deemed to be a waiver by such party of any of its rights under this Agreement or be construed as a novation thereof.

16.3 This Agreement shall be construed and implemented in accordance with the laws of the United Republic of Tanzania.

16.4 This Agreement shall inure to the benefit of, and be binding upon, the respective successors-in-title, administrators and permitted assigns of the parties hereto.

16.5 The parties hereto undertake to do and procure the doing of all such things and to render all such assistance as may be necessary for the purposes of implementing and giving effect to the terms of the Agreement.

16.6 Where in terms of any clause of this Agreement the consent of either party is sought or required, that consent shall not be unreasonably withheld or delayed.

16.7 The costs of and incidental to the negotiation, preparation, execution and registration of this Agreement, and all necessary attendances incidental or pursuant thereto, shall be borne by the Investor.

IN WITNESS of which the AA and the Investor have duly executed this Agreement on the date appearing below.

SIGNED, SEALED and DELIVERED
With the Common Seal of **JUMUIYA YA HIFADHI**
WANYAMAPORI YA

By
(Name of Authorized Office of the AA) at
.....

SEAL
(Name of place/town)
This day of 2010

Name :..... (Authorized Officer)

Position in AA :.....

Signature :.....

In the Presence of:

Name:

Signature:

Qualification:

Date:

SIGNED, SEALED and DELIVERED
With the Common Seal of
.....
by
(Name of authorized Officer of the investor) at
.....

SEAL

Wildlife Conservation (Wildlife Management Areas)

(Name of place/town)

This Day of 2010

In the Presence of:

Name:

Signature:

Qualification:

Date:

APPENDIX A

SITE PLAN
[please see overleaf]

APPENDIX B

PLANS AND SPECIFICATIONS
[please see overleaf]

TWELFTH SCHEDULE

SHARING OF INCOME GENERATED FROM TOURIST HUNTING ACTIVITIES IN A WILDLIFE MANAGEMENT AREA

(Made under regulation 51(9))

		TWPF	WMA	DC	TR
1	Block fee	25%	75%	0	0
2.	Game fee	25%	45%	15%	15%
3.	Conservation fee	25%	45%	0	30%
5	Observers fee	25%	45%	0	30%
6	Permit fee	25%	15%	0	60%

*** Block fees to be subjected to sharing is the statutory block fee of that category of the particular hunting block. The excess money negotiated by the AA to be paid as block fees shall not be subjected to sharing.**

THIRTEENTH SCHEDULE

WILDLIFE MANAGEMENT AREA

FORMATS FOR ACTION PLAN AND FINANCIAL REPORTING

(Made Under Regulation 68(1))

A. Action Plan Format

Lengo (Objective)	Matokeo (Output)	Shughuli (Activity)	Muda wa kutekeleza (Time Frame)	Gharama kwa kila shughuli (Costs per Activity)	Jinsi ya kufuatilia (Verifiable indicators)	Maelezo (Remarks)
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B. Financial Reporting Format

AA: QUARTER ENDING:

D/COUNCIL:

	CURRENT QUARTER	YEAR DATE	BUDGET FOR YEAR <u>TO DATE</u>
	TSHS	TSHS	TSHS
1. Cash Book balance at start of Period [B1]	
2. <u>REVENUE/INCOME</u>			
[R1] Resident hunting game fee
[R2] Tourist hunting game fees
[R3]
“
[Rn]			
TOTAL REVENUE [R] to Rn]
3. EXPENSES			
4. [E1] Salaries and Wages
[E2] Transport and Traveling
[En]
TOTAL EXPENSES [E1 to E2]
5. Cash Book balance at the end of the Period

Prepared by:
Approved by:

NB: Total Revenue: Enter the total of boxes R1 to Rn
 Total Expenses: Enter the total of boxes E1 to En
 Cash Book balance at the end of the Period. (This should be equal box B1 + Total Revenue – Total Expenses).

C. STATEMENT OF ASSETS AND LIABILITIES **AS AT**

<u>1. ASSETS:</u>	TSHS
[A1] Buildings	
[A2] Furniture and Equipment	
[A3] Arms and Ammunition	
[A4] Vehicles, Motorcycles and Bicycles	
[A5] Stock Balance at the End Period	
[A6] Cash Balance at the End Period	
TOTAL ASSETS	

2. LIABILITIES

[L1] Grants/Any Internal Subventions	
[L2] Loan or Credits	
TOTAL LIABILITIES	

Prepared by:

Approved by:

NB: A1 Buildings – For the purpose of WMA, shall comprise the cost of establishing a scout station, offices, campsites or tented camp.

A2 Furniture and Equipment – Shall comprise the cost of acquiring Solar equipment, radio call systems, HF, VHF, Hand helds, Typewriters, Tables, chairs, cupboards.

A3 Arms and ammunition – shall comprise of the cost of acquiring arms.

A4 Vehicles, motorcycles and bicycles – shall include cost of purchasing vehicles and motorcycles and bicycles.

A5 Stock – shall comprise the value of any valuables items like trophies which can be sold at the latter date.

Total assets must be equal to total Liabilities

Dar es Salaam,
....., 2012

KHAMIS S. KAGASHEKI
*Minister for Natural Resources
and Tourism*