

**THE UNITED REPUBLIC OF TANZANIA**



**MINISTRY OF NATURAL RESOURCES AND TOURISM**

**WILDLIFE DIVISION**



***CITES NATIONAL IVORY ACTION PLAN PROGRESS REPORT***

Reporting period: 1<sup>st</sup> January 2018 – 30<sup>th</sup> June 2018



Prepared for the 70<sup>th</sup> meeting of the CITES Standing Committee  
by



## **PART A: Synopsis of NIAP implementation**

1. This is the 4th progress report of the National Ivory Action Plan of the United Republic of Tanzania (URT) which has been produced following as much as possible the non-binding guidelines provided in Annex 3 to Resolution Conf. 10.10 (Rev. CoP17).
2. The URT welcomes the Secretariat assessment of its NIAP report for SC69, and reiterates that its NIAP is fully achieved as the Secretariat calculation of the actions rated as “achieved” or “substantially achieved” is not correct because the actions of the URT NIAP are 19 and not 20 or 21. First of all the action on reporting was not considered by the URT in its calculations and secondly the Secretariat in point 3 of its assessment reports that: *“Furthermore, the Secretariat notes that Tanzania does not report on action viii) of its NIAP. However, it is understood that the action (“Conduct national Inter-agency workshop”) has been completed. Yet, had Tanzania reported on this action, the total of priority actions in the NIAP would have been 21 instead of 20, and the percentage of actions rated by Tanzania as “achieved” and “substantially achieved” would amount to a total of 76%”*. This is misleading. It was action ix) and not viii) of the original NIAP that reported on “Conduct national Inter-agency workshop(s)” and these workshops were done to prepare the National Strategy to Combat Poaching and Illegal Wildlife Trade which was finalized and approved in 2014. URT reported in its progress report to SC69, under Action 2.2, on the implementation of the Strategy and there was no reason to report on the workshops that were done to draft it back in 2014.
3. In mathematical terms the 80% of 19 is 15.2. URT has “achieved” or “substantially achieved” 15 out of 19 actions in its report to SC69. We believe that the Secretariat should show a degree of flexibility in assessing NIAPs, taking also into account that the NIAP is deriving from a Resolution of the Conference of the Parties and, as such, its nature it is not binding on the Parties. Should the Secretariat consider that point 8 of the NIAP i.e. “Reporting” should be added, then the actions of the NIAP are 20 and therefore 80% is 16. URT believes that to consider Reporting as one of the pillars of the NIAPs as described in Step 2 a) 2. v) of Annex 3 to Resolution Conf.10.10( Rev.CoP17) is an unnecessary action as the NIAP itself is a reporting exercise so it would seem a duplication to report on “reporting”.
4. The attached progress report, prepared for the 70<sup>th</sup> Meeting of the Standing Committee, shows that 19 out of 20 actions (95%) are achieved or substantially achieved. Therefore, the Government of the United Republic of Tanzania considers that it has achieved its NIAP and it shall exit the NIAP process as stipulated in Step 5 of the Annex 3 to Resolution Conf.10.10 (Rev.CoP17). URT would like to note that the process to exit NIAP should be further clarified, for simplification’s and transparency’s sakes.

### **Main progresses**

5. The review of the Wildlife Conservation (CITES Implementation) Regulations, 2005, is completed and the Regulation has been vetted by the Attorney General and will be signed by the Minister and published soon in the Government Gazette.
6. An update on the prosecutions of wildlife related cases has been included.
7. An update on information on patrols and their results in term of seizures and arrests are provided together with information on aerial patrols. As an indicator of the success of the conservation efforts of URT, also the MIKE raw data for 2017 continue to show a further positive, downward trend in total number of carcasses in all MIKE sites of Tanzania (Katavi-Rukwa, National Park and Game Reserve, Selous, Game Reserve and Mikumi National Park, Tarangire NP and Mkomazi NP) with the exception of Ruaha-Rungwa where, although the total number of carcasses has remained stable compared to 2016 the PIKE value dropped again compared to 2016 as in all other sites. For example, in the Selous Game Reserve the total number of carcasses and the illegal ones are the lowest since 2007.
8. Further demographic surveys have been conducted and the work will be concluded in July 2018; the results will be compiled in one or more scientific publications. The major elephant populations are showing an increasing number of births, a clear sign of recovery.
9. Activities aimed at the establishment of a genetic map of elephant tusks in Tanzania are progressing well and 80 rangers (first responders) from TAWA, TANAPA, NCA and WD were

trained on management of crime scenes and how to collect evidence from the crime scenes that can be analysed for DNA.

10. Work on the update of the Elephant Management Plan has continued and the final validation workshop is scheduled for September 2018, after which the Plan will be ready for approval and publication.
11. A new WMA has received the user right status and the revised Wildlife Management Areas (WMAs) Regulation, which among other provisions increases the revenue sharing for WMAs, has been vetted by the Attorney General and will be signed by the Minister and published soon in the Government Gazette.

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### **Conclusions**

12. In light of the above, the Government of the United Republic of Tanzania believes that its NIAP is fully achieved.

**PART B: Summary evaluation of actions (assigned progress ratings)**

PILLAR	PROGRESS RATING					
	Achieved	Substantially achieved	On track	Partial progress	Pending completion of another action	Not commenced
1. Legislation and regulations	1.1 Amendment of the Wildlife Conservation Act. No. 5 of 2009 1.2 Operationalization of the Tanzania Wildlife Management Authority(TAWA) 1.3 Review of the Wildlife Conservation (CITES Implementation) Regulations,2005	1.5 Improvement of prosecutions of wildlife related cases	1.4 Preparation of CITES Implementation Regulations for Zanzibar			
2. National level enforcement action and inter-agency collaboration	2.1 Anti-poaching patrol in and outsideprotected areas. 2.2 Implementation of the National Anti-Poaching Strategy. 2.3 Recruitment of law enforcement staff 2.4 Acquisition of Patrol Equipment 2.6 Staff training and capacity building	2.5 Enhancing law enforcement capacity at exit points				
3. International and regional enforcement collaboration		3.1 Conducting cross border cooperation meeting on combating illegal ivory trade.				

PILLAR	PROGRESS RATING					
	Achieved	Substantially achieved	On track	Partial progress	Pending completion of another action	Not commenced
4. Monitoring and Research		4.1 Demographic survey of major elephant population 4.2 Establishing a genetic map of elephant tusks 4.3 Updating the Tanzania Elephant Management Plan				
5. Ivory stockpile data base Management	5.1 Stockpile registration and marking					
6. Outreach, public awareness and education		6.1 National awareness campaign				
7. Community based conservation	7.1 Establishment of Wildlife Management Areas 7.2 Review of the Wildlife Management Areas Regulations of 2012 to improve revenue sharing scheme					
8. Reporting	8.1 The report for the 70 <sup>th</sup> meeting of the SC has been submitted on time.					

## PART C: Detailed evaluation of actions

ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69
<b>PILLAR 1: LEGISLATION AND REGULATIONS</b>			
1.1 Amendment of Wildlife Conservation Act. No. 5 of 2009	<b>ACHIEVED</b>  <b>Previous rating SC69</b>  <b>ACHIEVED</b>	<u><i>This action was already achieved in the previous report.</i></u>	<ul style="list-style-type: none"> <li>The Wildlife Conservation Act. No. 5 of 2009 has been amended through the Miscellaneous Amendment Act No.2 of 2016 (Annex 1), as indicated in the previous progress report. As a "live" legislation the Government avails itself of every opportunity to modify/amend the Wildlife Act as he deems fit.</li> <li>Importantly the laws that governs conservation of wildlife in the URT are very comprehensive and it also includes the following Acts: <ul style="list-style-type: none"> <li>- The National Parks Act (CAP. 282)</li> <li>- The Ngorongoro Conservation Area Act (CAP 284)</li> <li>- Economic and Organized Crimes Control Act, (Cap 200)</li> <li>- Penal Code (Cap 16)</li> <li>- Arms and Ammunitions Act (Cap 223)</li> <li>- The Environmental Management Act No.20 of 2004</li> <li>- The Forest Act, (Cap 191)</li> <li>- The Marine Parks and Reserves Act (Cap 146)</li> </ul> </li> </ul>
1.2 Operationalization of Tanzania Wildlife Management Authority(TAWA)	<b>ACHIEVED</b>  <b>Previous rating SC69</b>  <b>ACHIEVED</b>	<u><i>This action was already achieved in the previous report.</i></u>	<ul style="list-style-type: none"> <li>As reported in the previous progress report, the Tanzania Wildlife Management Authority (TAWA) was established vide a Government Order through Government Notice No. 135 published in the Government Gazette of 9th May 2014 and Government Notice No. 20 published in the Government Gazette of 23rd January 2015. TAWA started its operations on 1 July 2016, following transition planning and staffing. TAWA website: <a href="http://www.tawa.go.tz">http://www.tawa.go.tz</a></li> <li>TAWA is an autonomous body responsible for undertaking conservation of wildlife resources and biodiversity outside National Parks and Ngorongoro Conservation Area. The overarching objective of establishing TAWA is to increase effectiveness and efficiency in the management of wildlife in its area of jurisdiction as per Section 8 of the Wildlife Conservation Act No 5 of 2009.</li> <li>The key functions of TAWA are, inter-alia: Manage all areas that are designated as Game Reserves, Game controlled areas, wildlife corridors, dispersal areas, wetland reserves, Open Areas; Oversee the management of wildlife in village land, Wildlife Management Areas (WMA), zoos, wildlife sanctuaries, wildlife ranches and wildlife farms based on the guidelines developed by Director of Wildlife; Manage human wildlife conflict in collaboration with other wildlife management institutions; Liaise with other institutions and agencies on matters</li> </ul>

			<p>related to wildlife conservation; Develop wildlife resource base investment in collaboration with the private sector and local communities; Undertake law enforcement, curb illegal off-take of wildlife resources and educate stakeholders on the values of wildlife resources, ensure participatory wildlife management and benefits sharing among stakeholders; Participate in implementation of government commitment to National, Regional and international obligations on conservation of wildlife; Ensure good governance practices in managing wildlife resources in areas of its jurisdiction and foster institutional development and capacity building;</p> <ul style="list-style-type: none"> <li>• TAWA's operations are governed by the following strategic documents: Strategic Plan 2018-2022, financing Plan, Scheme of Services and staff regulations, Requirement Plan and Financial Procedure Manual.</li> <li>• In order to undertake its major responsibilities, TAWA is mandated to collect all revenue generated from wildlife utilization with a view of improving wildlife management. The Trophy hunting sector generates more that 72% of the total revenue TAWA is expected to collect. Thus, most of TAWA's cash flow is collected from hunting license fees, hunting concession and block fees, and daily conservation fees (because game viewing is less attractive outside Tanzania's national parks due to the remoteness of these areas and lack of facilities/infrastructures).</li> <li>• In the previous report we included an action 1.5 "Enactment of the Tanzania Wildlife Management Authority Act" The Government of Tanzania has decided that this action will be taken at later stage, if any, because the current structure of TAWA enable it to operate within the existing legal framework.</li> </ul>
1.3 Review of the Wildlife Conservation (CITES Implementation) Regulations ,2005	<p><b>ACHIEVED</b></p> <p><b>Previous rating SC69</b></p> <p><b>SUBSTANTIALLY ACHIEVED</b></p>	<ul style="list-style-type: none"> <li>• The Regulation has been vetted by the Attorney General and has been vetted by the Attorney General and will be signed by the Minister and published soon in the Government Gazette</li> </ul>	<ul style="list-style-type: none"> <li>• The Draft Regulations (Annex 2) has been submitted to the Attorney General Chamber for vetting (Annex 3). Once returned, it will be signed by the Minister.</li> </ul>
1.4 Preparation of CITES Implementation Regulations for Zanzibar	<p><b>ON TRACK</b></p> <p><b>Previous rating SC69</b></p> <p><b>ON TRACK</b></p>	<ul style="list-style-type: none"> <li>• The Zanzibar Government has prepared the draft amendment to the Zanzibar Forest Act including the provisions that will give the legal mandate to enact the CITES Regulation for Zanzibar.</li> </ul>	<ul style="list-style-type: none"> <li>• The CITES Regulation for Zanzibar, including comments from the CITES Secretariat, was sent to the Attorney General of Zanzibar for vetting but it was returned, because there were no specific provisions in the Zanzibar Forest Act which enabled the Minister to enact such a Regulation. The Attorney General of Zanzibar advised to amend the Forest Act of Zanzibar to include such provision. The review of the Zanzibar Forest Act is being discussed within Zanzibar Government. The Tanzanian Government is continuously engaging with the Zanzibar counterparts in order to have the</li> </ul>

			enactment of this regulation.
1.5 Improvement of prosecutions of wildlife related cases ( <b>NEW ACTION</b> )	<p><b>SUBSTANTIALLY ACHIEVED</b></p> <p>Previous rating SC69</p> <p><b>SUBSTANTIALLY ACHIEVED</b></p>	<ul style="list-style-type: none"> <li>• In the reporting period 23 new cases, involving 43 people were started. These cases included the overall seizure of 21 tusks and 144 ivory pieces.</li> <li>• On 15-25 May 2018 a workshop on prosecution of wildlife related cases was held at Lake Manyara National Park and involved 24 prosecutors from TANAPA and 7 from NCAA. Capacity building for prosecutors with emphasis on electronic evidence.</li> <li>• On 9th -28th May 2018 a workshop on prosecution of wildlife related cases was held at Arusha and involved 30 new prosecutors from TAWA. Workshop aimed to recruit new prosecutors to improve management of wildlife cases.</li> <li>• On the 26th and 27th of June 2018, MNRT organized in Dodoma with the financial support of USAID, WWF, and TRAFFIC, the National Stakeholder Forum on Wildlife and Forest Crime. The Forum comprised different activities addressing the needs and priorities of the judiciary and prosecution in tackling wildlife and forest crime, and promoting conservation through legality, transparency and enforcement. Through a participatory approach, the National Forum on Wildlife and Forest Crime identified focal areas of work where actions are needed to strengthen, and support judiciary and prosecution activities related to wildlife and forest crime. The strength of this Forum was to bring together governmental institutions, partner organizations and development partners, to coordinate and harmonize and avoid duplication of efforts in the prosecution and judiciary sectors.</li> </ul>	<ul style="list-style-type: none"> <li>• During 2017, 14 important ivory-related cases were concluded in courts around the country, with convictions ranging from 12 to 20 years of imprisonment including the case of the notorious elephant poacher Boniface Matthew Mariango, referred to by law enforcement officials as "Shetani" or "The Devil," which made the news in late 2015. He was sentenced to 12 years imprisonment and forfeiture of his personal belongings.</li> <li>• Other 24 ivory-related cases were initiated in 2017 and are still pending in court.</li> <li>• On 7-9 February, 2017, as part of interventions supported by UNODC's programme to combat Wildlife Crime, UNODC conducted a preparatory workshop for the preparations of the roll out of the Tanzania Wildlife Crime Rapid Reference Guide (RRG) for prosecutors and investigators. During this workshop, participants were briefed on sentencing submission guidelines, which encourage the presentation of evidence showing the adverse impact of wildlife crime on the environment, society and economy. Supported by UNODC as part of the RRG, the sentencing guidelines recommend that this evidence is presented in court after conviction and prior to sentencing.</li> <li>• A total of 17 workshops have been carried out and over 450 people have been trained. The RRG and Standard Operation Procedures (SOP) (see action 2.2) are mandatory guidelines and applies to certain categories of serious Illegal wildlife cases. The RRG has officially came into effect on 1 January 2018. The guide provides a toolbox with a prosecution plan, elements and evidence work sheets, annotated witness and exhibit list, and a proofing chart.</li> <li>• Already on 13-14 February 2017, a prosecutor who had attended the workshop applied the sentencing guidelines to a case on trial. Specifically, the prosecutor persuaded the court to hear evidence from an expert witness from the Tanzania Wildlife Research Institute (TAWIRI). The defendants were subsequently sentenced to 20 years imprisonment.</li> <li>• The Director of Public Prosecution (DPP) has then included this approach for all relevant wildlife offences and this had led to more appropriate sentencing.</li> <li>• In June 2017 the RRG was launched at a ceremony chaired by the Vice President of the United Republic of Tanzania.</li> </ul>



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ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69																																																																							
PILLAR 2: NATIONAL LEVEL ENFORCEMENT ACTION AND INTER-AGENCY COLLABORATION																																																																										
2.1 Conducting Anti-poaching patrols in and outside protected areas.	ACHIEVED (Ongoing,routine)	<ul style="list-style-type: none"><li>In the reporting period the following antipoaching actions were undertaken:<ul style="list-style-type: none"><li>91,582 Patrol mandays performed in areas under TAWA jurisdiction (Game Reserves, Game controlled areas, Open Areas and Wildlife Management Areas)</li><li>67,725 Patrol mandays performed in areas under Tanzania National Parks Authority (TANAPA) jurisdiction</li><li>19,528 Patrol mandays performed by the Ngorongoro Conservation Area Authority (NCAA).</li></ul><u>Aerial Patrols:</u><p>TAWA used one of his aircrafts to conduct aerial surveillance in areas under his jurisdiction. In the reporting period 229 hours of patrol/surveillance flights were performed by the TAWA aircrafts.</p><p>TANAPA has threepatrol/survey aircrafts located in the following areas: Serengeti NP, Ruaha NP and Katavi NP. These aircrafts operate patrol/surveillance flights in areas that goes well beyond the border of the NP where they are assigned. In the reporting period 594 hours of patrol/surveillance flights were performed by the TANAPA aircrafts.</p></li></ul>	<ul style="list-style-type: none"><li>Since the devising of the National Strategy to Combat Poaching and Illegal Wildlife Tradein 2014, (Annex 4) its implementation is progressing steadily and bringing important results. The Government of the United Republic of Tanzania in collaboration with stakeholders and development partners have continued to intensify anti-poaching activities and the fight illegal trafficking of wildlife and forest products and some of the results achieved in 2017 includes:<ul style="list-style-type: none"><li>259,459 Patrol mandays performed in 2017 in areas under TAWA jurisdiction (Game Reserves, Game controlled areas, Open Areas and Wildlife Management Areas)</li><li>198,324 Patrol mandays performed in areas under Tanzania National Parks Authority (TANAPA) jurisdiction</li><li>53,425 Patrol mandays performed by the Ngorongoro Conservation Area Authority (NCAA).</li></ul></li></ul> <p>These patrols led to the following enforcement actions as shown in the following tables:</p> <p><b>Number of poachers arrested by Tasking and Coordinating Groups (TCGs)and Wildlife and Forest Crimes Taskforce (WFCTF) between January and December 2017</b></p> <table><tr><th colspan="11">Name of the TCG</th></tr><tr><th>Poaching Level*</th><th>TAWA</th><th>SERENGETI</th><th>UGALALA</th><th>SELOUS</th><th>SELOUS</th><th>RUHAHA</th><th>KILIMANJARO</th><th>BURUNDI</th><th>RUWANDA</th><th>WCF</th><th>TOTAL</th></tr><tr><td>Level I</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>2</td><td>20</td></tr><tr><td>Level II</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>32</td><td>320</td></tr><tr><td>Level III</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>16</td><td>160</td></tr><tr><td>Level IV</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>3</td><td>30</td></tr></table>	Name of the TCG											Poaching Level*	TAWA	SERENGETI	UGALALA	SELOUS	SELOUS	RUHAHA	KILIMANJARO	BURUNDI	RUWANDA	WCF	TOTAL	Level I	2	2	2	2	2	2	2	2	2	2	20	Level II	32	32	32	32	32	32	32	32	32	32	320	Level III	16	16	16	16	16	16	16	16	16	16	160	Level IV	3	3	3	3	3	3	3	3	3	3	30
	Name of the TCG																																																																									
Poaching Level*	TAWA	SERENGETI	UGALALA	SELOUS	SELOUS	RUHAHA	KILIMANJARO	BURUNDI	RUWANDA	WCF	TOTAL																																																															
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Level III	16	16	16	16	16	16	16	16	16	16	160																																																															
Level IV	3	3	3	3	3	3	3	3	3	3	30																																																															
	SUBSTANTIALLY ACHIEVED	<ul style="list-style-type: none"><li>These patrols led to the following enforcement results:<ul style="list-style-type: none"><li>TAWA, TANAPA and NCA arrested a total of 2,133people. 612 criminals were convicted 297 were concluded and 2,164 cases are still proceeding.</li><li>TAWA, TANAPA and NCA confiscated a total of 92 ivory and 90 pieces of ivory amounting to about 350 and 410 kg respectively; 578 firearms were seized (4 SMG/AK, 12 hunting rifles,78 Muzzleloader, 2 Pistols and a .303 Mark IV rifle;</li></ul></li></ul>																																																																								

		<ul style="list-style-type: none"><li>- 1,057 ammunitions (243 SMG, 25 hunting rifles, 52 shotguns and 737 muzzleloader ammunitions) were also seized; 3,798 snares were cleared.</li><li>- Poachers equipment was also seized which includes 16 vehicles, 81 motorcycles, 32 boats and 282 bicycles.</li></ul> <ul style="list-style-type: none"><li>• MIKE raw data for 2017 continue to show a further positive, downward trend in total number of carcasses in all MIKE sites of Tanzania (Katavi-Rukwa, National Park and Game Reserve, Selous, Game Reserve and Mikumi National Park, Tarangire NP and Mkomazi NP) with the exception of Ruaha-Rungwa where the total number of carcasses has remained stable compared to 2016. The PIKE value dropped again compared to 2016 in all important sites. For example, in the Selous Game Reserve the total number of carcasses and the number of illegal ones is the lowest since 2007.</li></ul>	<table><tr><th>MIKE SITE</th><th>YEAR</th><th>TOTCARC</th><th>ILLEGAL</th></tr><tr><td>Katavi</td><td>2016</td><td>16</td><td>15</td></tr><tr><td>Katavi</td><td>2017</td><td>9</td><td>6</td></tr><tr><td>Mkomazi</td><td>2016</td><td>1</td><td>1</td></tr><tr><td>Mkomazi</td><td>2017</td><td>1</td><td>1</td></tr><tr><td>RuahaRungwa</td><td>2016</td><td>27</td><td>10</td></tr><tr><td>RuahaRungwa</td><td>2017</td><td>28</td><td>6</td></tr><tr><td>Selous</td><td>2016</td><td>30</td><td>12</td></tr><tr><td>Selous</td><td>2017</td><td>23</td><td>6</td></tr><tr><td>Tarangire</td><td>2016</td><td>10</td><td>1</td></tr><tr><td>Tarangire</td><td>2017</td><td>4</td><td>0</td></tr></table> <p>MIKE data for 2016 and previous years are available at: <a href="https://cites.org/eng/prog/mike/data_and_reports">https://cites.org/eng/prog/mike/data_and_reports</a></p>	MIKE SITE	YEAR	TOTCARC	ILLEGAL	Katavi	2016	16	15	Katavi	2017	9	6	Mkomazi	2016	1	1	Mkomazi	2017	1	1	RuahaRungwa	2016	27	10	RuahaRungwa	2017	28	6	Selous	2016	30	12	Selous	2017	23	6	Tarangire	2016	10	1	Tarangire	2017	4	0	<table><tr><td>Total</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>53</td><td>530</td></tr></table> <p>* For explanation of poaching level see Annex 5 of Progress report to SC69</p> <p><b>Firearms seized by Tasking and Coordinating Groups (TCGs and Wildlife and Forest Crimes Taskforce (WFCTF) between January and December 2017</b></p> <table><tr><td>Rifle .375</td><td>9</td></tr><tr><td>SMG)</td><td>14</td></tr><tr><td>Rifle .458</td><td>10</td></tr><tr><td>G.3)</td><td>1</td></tr><tr><td>Shotgun</td><td>27</td></tr><tr><td>0.404</td><td>2</td></tr><tr><td>30.06</td><td>2</td></tr><tr><td>Muzzle loader</td><td>68</td></tr><tr><td>Pistol</td><td>5</td></tr><tr><td>Total</td><td>138</td></tr></table> <p><b>Ivory seized by Tasking and Coordinating Groups (TCGs and Wildlife and Forest Crimes Task force (WFCTF) between January and December 2017</b></p> <table><tr><td>156 pieces of Ivory</td><td>751.5Kg</td></tr><tr><td>190 whole tusks</td><td>488.0 Kg</td></tr><tr><td>Total</td><td>1239.5Kg</td></tr></table> <ul style="list-style-type: none"><li>- A total of 11,538 arrests were made. 2,000 criminals were convicted and 3,770 cases are still proceeding.</li><li>- TAWA confiscated a total of 141 ivory and 99 pieces of ivory amounting to 872.18 kg for financial year 2016/2017. For the period between July to December 2017 a total of 73 whole tusks and 70 pieces of ivory totalling to 287.32 kg were seized.</li><li>- A further 52 tusks were seized by TANAPA's law enforcement.</li><li>- A total of 578 firearms were seized (32 SMG/AK, 60 hunting rifles, 144 Muzzleloader, 35S/Gun, 3 Pistols and 304 rifles.</li><li>- A total of 1,650 ammunitions (562 SMG, 203 hunting rifles, 57 shotguns and 828 rifle ammunitions) were also seized;</li><li>- A total of 5,180 snares were cleared.</li><li>- Poachers equipment was also seized which includes 16 vehicles, 136 motorcycles, 6 tractors, 262 boats and 637 bicycles.</li></ul> <ul style="list-style-type: none"><li>• MIKE data for the period 2015/2016 show a significant drop in PIKE values (total carcasses/illegal carcasses) in two MIKE sites: (Ruaha-Rungwa where PIKE dropped by 37%; and Selous-Mikumi, where it dropped by 35%). Importantly also the total number of carcasses dropped significantly in three MIKE sites i. e. a 55% drop in 2016 relative to 2015 (Katavi-Rukwa, National Park and Game Reserve, Ruaha-Rungwa, National Park and Game Reserve and Selous, Game Reserve and Mikumi National Park). (see also SC69)</li></ul>	Total	53	53	53	53	53	53	53	53	53	53	530	Rifle .375	9	SMG)	14	Rifle .458	10	G.3)	1	Shotgun	27	0.404	2	30.06	2	Muzzle loader	68	Pistol	5	Total	138	156 pieces of Ivory	751.5Kg	190 whole tusks	488.0 Kg	Total	1239.5Kg
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Total	1239.5Kg																																																																																					

			<a href="#">Doc. 51.1 Annex</a> ) Preliminary data for 2017 (unpublished) show a similar, positive, downward trend in total number of carcasses especially in the Selous Game Reserve and Katavi-Rukva.
2.2 Implementation of 2014 National Anti-poaching strategy.	<p><b>ACHIEVED (Ongoing)</b></p> <p><b>Previous rating SC69</b></p> <p><b>ACHIEVED</b></p>	<i>This action was already achieved in the previous report and ongoing.</i>	<ul style="list-style-type: none"> <li>• In implementing the 2014 National Strategy to Combat Poaching and Illegal Wildlife Trade, the Ministry has taken a number of steps including: <ul style="list-style-type: none"> <li>- Establishment of the Wildlife Management Authority (TAWA); (see action 1.2)</li> <li>- Establishment of the National Taskforce Anti-Poaching (NTAP) In order to achieve highly coordinated and intelligence-led joint anti-poaching activities, a National Taskforce - Anti-poaching was established. The unit is composed of members of (a) WFCTF and (b) NTSCIU - Anti-Poaching and any other person who may be seconded from other organs/agencies. The taskforce has five sections namely Intelligence, Operations, Investigations, Prosecutions and Logistics. (a) Wildlife and Forest Crimes Taskforce (WFCTF) This is a intelligence-led joint activities coordination machinery established within MNRT in August 2016 to coordinate all anti-poaching activities in nine Tasking and Coordinating Groups (TCGs) in collaboration with NTSCIU-AP. The TCGs are distributed according to ecosystems and protected area network. In most cases each TCG will consist of at least two members from the office of Regional Crimes Officer (RCO) of each region within the specific zone, members from TAWA, TANAPA, NCAA, TFS and other members including two members from DPP's office. (b) NTSCIU-AP The National and Transnational Serious Crimes Investigation Unit (NTSCIU) was established to deal with serious national and transnational crimes prevalent in the country since 2006. Due to dynamism and complexity of wildlife and forest crimes, NTSCIU was mandated to deal with poaching and illegal wildlife trade in 2012 hence forming an anti-poaching section (NTSCIU-AP).</li> <li>- Transformation of law enforcement in wildlife authorities into paramilitary;</li> <li>- Enter into force of the Standing Operating Procedures (SOPs) for NTAP; The National Strategy to Combat Poaching and Illegal Wildlife Trade of 2014 calls for joint enforcement with other stakeholders. For the purpose of supporting implementation of the strategy, during its ordinary meeting on the 6th of April 2017 the National Defense and Security Committee approved the Standing Operating Procedures, 2017 (SOP). SOP shall be used in joint anti-poaching operations by the National Taskforce Anti-poaching (NTAP). <b>The SOP are annexed</b></li> </ul> </li> </ul>

			<p><b>on a CONFIDENTIAL basis (Annex 6);</b></p> <ul style="list-style-type: none"><li>- Establishment of a Rapid Response Team within each institution (TAWA, TANAPA, NCAA). These teams are deployed on patrol led issues and share relevant information with TCGs for follow-up intelligence analysis</li><li>• The previous arrangements reported at SC67 whereby a Multi-Agency Task Team (MATT) was launched has now been transformed into the structure explained above comprising, NTAP and the Rapid Response Team. Therefore, this action (previously 2.2 Establishment of Multiagency Task Team (MATT)) has been renamed “Implementation of 2014 National Anti-poaching strategy.”</li></ul>																																	
2.3 Recruitment of law enforcement staff	<p><b>ACHIEVED</b></p> <p><b>Previous rating SC69</b></p> <p><b>ACHIEVED</b></p>	<p><u>This action was already achieved in the previous report and ongoing.</u></p>	<ul style="list-style-type: none"><li>• 150 Rangers and 4 Wildlife Officers were recruited by TANAPA in the reporting period (see also action 2.6) As previously reported between 2014 up June 2016, a total of 1038 staff have been employed by the Wildlife Division of which 884 were Game scouts and 154 game officers.</li></ul>																																	
2.4 Acquisition of Patrol Equipment	<p><b>ACHIEVED (Ongoing)</b></p> <p><b>Previous rating SC69</b></p> <p><b>ACHIEVED</b></p>	<ul style="list-style-type: none"><li>• Although this action was already achieved in the previous report, we are hereby providing an update of the equipment acquired by the following agencies during the reporting period: <u>TANAPA</u> Patrol vehicles procured      Pick up      3 Weapon procured              Shot gun      20 Boots                              Pairs      1,254 <u>NCAA</u> VHF radios                      11 Walkie Talkie                  10 One-person tent              12 <u>TAWA</u> 8 vehicles donated 300 tents 2050 uniforms</li></ul>	<ul style="list-style-type: none"><li>• The following equipment was purchased/donated in 2017:</li></ul> <table><tr><th>Type of equipment</th><th>Quantity</th><th>Purchased/donated by</th></tr><tr><td>Patrol vehicle (4WD)</td><td>76</td><td>WCS (3) SECARD project-Selous (6) TAWA (7) NCAA (10 of which 2 donated by PAMS Foundation) TANAPA(50)</td></tr><tr><td>GPS</td><td>7</td><td>US Embassy , NCAA(Ngorongoro)</td></tr><tr><td>Compass</td><td>15</td><td>US Embassy</td></tr><tr><td>Drones</td><td>10</td><td>WWF</td></tr><tr><td>Tents</td><td>425</td><td>TAWA</td></tr><tr><td>Bullet Proof Jackets</td><td>75</td><td>TAWA</td></tr><tr><td>Night vision equipment</td><td>30</td><td>TAWA</td></tr><tr><td>Uniforms (Full combat)</td><td>2640</td><td>TAWA/TANAPA</td></tr><tr><td>Uniforms (Official Garments)</td><td>350</td><td>TAWA</td></tr><tr><td>Boots</td><td>2290 pairs</td><td>TAWA/TANAPA</td></tr></table>	Type of equipment	Quantity	Purchased/donated by	Patrol vehicle (4WD)	76	WCS (3) SECARD project-Selous (6) TAWA (7) NCAA (10 of which 2 donated by PAMS Foundation) TANAPA(50)	GPS	7	US Embassy , NCAA(Ngorongoro)	Compass	15	US Embassy	Drones	10	WWF	Tents	425	TAWA	Bullet Proof Jackets	75	TAWA	Night vision equipment	30	TAWA	Uniforms (Full combat)	2640	TAWA/TANAPA	Uniforms (Official Garments)	350	TAWA	Boots	2290 pairs	TAWA/TANAPA
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2.5 Enhancing law enforcement capacity at major exit points	<div><div>SUBSTANTIALLY ACHIEVED</div><div>Previous rating SC69</div><div>SUBSTANTIALLY ACHIEVED</div></div>	<div><div><div><div><div></div><div>Date</div></div><div><div></div><div>Poachers arrested</div></div><div><div>Whole</div><div>Piece</div><div>Wgt. Kg</div></div><div><div>Tusk status</div></div><div><div>Location stored</div></div></div><div><table><tr><td>15/01/2018</td><td>3</td><td>5</td><td></td><td>28</td><td>Old/Recent</td><td>Police, Morogoro</td></tr><tr><td>07/02/2018</td><td>2</td><td></td><td>9</td><td>87</td><td>Old</td><td>Police, Korogwe</td></tr><tr><td>10/02/2018</td><td>2</td><td></td><td>20</td><td>47,6</td><td>Old/Recent</td><td>Police, Arusha</td></tr><tr><td>25/04/2018</td><td>2</td><td></td><td>3</td><td>45</td><td>Old</td><td>Police, Morogoro</td></tr><tr><td>Total</td><td>9</td><td>5</td><td>32</td><td>207,6</td><td></td><td></td></tr></table></div><div><ul style="list-style-type: none"><li>The Sniffer Dog Unit in Dar es Salaam had the following results in the reporting period:</li><li>Joint Port Control Unit (JPCU) is continuing its work at the Dar es Salaam Port using container's scanner and profiling procedures facilitated by UNODC.</li><li>From 30<sup>th</sup> January to 1<sup>st</sup> February 2018 Tanzania participated to a Workshop in Johannesburg, South Africa on “Illegal wildlife trafficking” co-organized by the Governments of South Africa and United Kingdom with particular emphasis on border control activities, wildlife crime and customs.</li></ul></div></div></div>	15/01/2018	3	5		28	Old/Recent	Police, Morogoro	07/02/2018	2		9	87	Old	Police, Korogwe	10/02/2018	2		20	47,6	Old/Recent	Police, Arusha	25/04/2018	2		3	45	Old	Police, Morogoro	Total	9	5	32	207,6			<div><ul style="list-style-type: none"><li>Sniffer Dog Unit for inspection at airport and sea ports has been established in 2016 and is ongoing;</li><li>A new Ranger post has been established in Rombo District along Tanzania-Kenya border to intensify security along Tanzania/ Kenya border;</li><li>Training reported under action 2.6 included also Wildlife Inspectors at border posts.</li><li>NTAP is, since the second half of 2017, now working also in the major exit points.</li></ul></div>	
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2.6 Staff training and capacity building	<div><div>ACHIEVED (Ongoing)</div><div>Previous rating SC69</div><div>ACHIEVED</div></div>	<div><div>This action was already achieved in the previous report and ongoing.</div></div>	<div><div><ul style="list-style-type: none"><li>The following staff was trained in 2017 in TAWA, TANAPA and NCAA:</li></ul><table><tr><th>Type of training/recruitment</th><th>No. of Scouts/Rangers</th><th>No. of Wildlife Officers</th><th>Total</th></tr><tr><td>Recruitment (TANAPA)</td><td>150</td><td>4</td><td>158</td></tr><tr><td>Refresher course</td><td>460</td><td>507</td><td>967</td></tr><tr><td>Intelligence</td><td>67</td><td>27</td><td>94</td></tr><tr><td>Prosecution</td><td>16</td><td>179</td><td>195</td></tr><tr><td>Rapid Response Team (RRT)</td><td>38</td><td>16</td><td>54</td></tr><tr><td>Crime Scene Management</td><td>47</td><td>7</td><td>54</td></tr><tr><td>Use of UAV/drones</td><td>10</td><td>0</td><td>10</td></tr><tr><td>SMART and GPS</td><td>8</td><td>10</td><td>18</td></tr></table></div></div>	Type of training/recruitment	No. of Scouts/Rangers	No. of Wildlife Officers	Total	Recruitment (TANAPA)	150	4	158	Refresher course	460	507	967	Intelligence	67	27	94	Prosecution	16	179	195	Rapid Response Team (RRT)	38	16	54	Crime Scene Management	47	7	54	Use of UAV/drones	10	0	10	SMART and GPS	8	10	18
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ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69
<b>PILLAR 3: INTERNATIONAL AND REGIONAL ENFORCEMENT COLLABORATION</b>			
<p>3.1 Conducting cross border cooperation actions/meetings on combating illegal ivory trade.</p>	<p><b>SUBSTANTIALLY ACHIEVED</b></p> <p><b>Previous rating SC69</b></p> <p><b>SUBSTANTIALLY ACHIEVED</b></p>	<ul style="list-style-type: none"> <li>On February 6, 2018 the China-Tanzania Forum on Wildlife Conservation and Tourism Development in was held in Dar es Salaam. Tanzanian and Chinese officials and diplomats discussed cooperation activities to fight illegal wildlife trade and improve conservation activities.</li> <li>From 11 to 12 April 2018 the 28th Cross-border Meeting on Wildlife Security between Tanzania and Kenya was held in Same District in Kilimanjaro Region. Eight Resolutions were adopted on various aspects of wildlife conservation activities between the two countries with emphasis on the fight of illegal activities.</li> <li>Tanzania participated in the meeting of the Council of Ministers of the Lusaka Agreement Task Force which took place in Nairobi, Kenya on 30th May 2018.</li> </ul>	<ul style="list-style-type: none"> <li>On 17-19 April 2017 a workshop of Southern Africa Regional Police Chiefs Cooperation Organization (SARPCCO) of INTERPOL on Environmental Crimes was held in Dar es Salaam, United Republic of Tanzania. The main objectives of the workshop include sharing best practices by member countries on issues of environmental crime, the trend and pattern prevailing in the region and revive functional multi-disciplinary teams consisting of Environmental Enforcement Agencies, Police, Immigration, Customs and Prosecution. The meeting was organised by the INTERPOL Regional Bureau in Harare in conjunction with the United Republic of Tanzania and partly sponsored by the INTERPOL's Environment Security.</li> <li>At the invitation of the Mozambican Government some law enforcement experts from Tanzania participated in a workshop in Maputo from 25 to 27 July 2017 to discuss the establishment of a Wildlife Crime Unit in Mozambique. The experts from Tanzania shared the experiences and successes of the anti-poaching units formed in Tanzania after the approval of the Tanzanian National Anti-Poaching Strategy.</li> <li>The Action Plan of the Agreement on the Coordinated Conservation and Management of the Selous-Niassa Ecosystem was drafted by Tanzania and Mozambique and is awaiting signatures by the relevant authorities. Some actions included in the Action Plan are already being implemented such as the exchange of intelligence information and enforcement related activities, leading to some successes in the arrest of important poachers.</li> <li>On 11 July 2017 a Tanzanian citizen, sought in Tanzania since 2013 and in Mozambique since 2014, was arrested in Mozambique, as a result of close collaboration between Tanzania and Mozambican Authorities. This individual is believed to be one of the major kingpins in the elephant poaching and ivory smuggling from the Niassa National Reserve in Mozambique and Selous Game Reserve in Tanzania. This important operation would not have been possible without the careful coordination between authorities from both countries. This individual has been extradited to Tanzania in late 2017, where is facing several criminal charges.</li> <li>On October 4 2017, two of East Africa's most wanted wildlife criminals have been arrested in Malawi by the Malawi police, in cooperation with Tanzanian authorities and supported by a team deployed by INTERPOL, for their involvement in the illegal trade of ivory. The</li> </ul>

			<p>smugglers who were the subjects of INTERPOL Red Notice issued at the request of Tanzania, are suspected of trying to export 781 elephant tusks from Tanzania to Malawi without the proper permits in 2013. The case, now pending in a Tanzanian court, is another demonstration of the commitment of Tanzania and neighbouring countries to combating the organized crime networks active in environmental crime through an intelligence-led law enforcement approach.</p> <ul style="list-style-type: none"> <li>On 12-13 Dec 2017 United Republic of Tanzania, United Nations Environment Programme and the East African Community organized a Workshop on "Transboundary Environmental Crime Experience Sharing" Workshop in Arusha, Tanzania. The complexities of transboundary environmental crime were discussed as well on how tools such as the Rapid Reference Guides (RRG) and Standard Operating Procedures (SOPs) can prove useful in tackling these organized, large scale, transnational crimes. The report of the workshop is annexed as Annex 7.</li> </ul>
ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69
<b>PILLAR 4: MONITORING AND RESEARCH</b>			
4.1 Conducting demographic survey of major elephant population	<p><b>SUBSTANTIALLY ACHIEVED</b> (Ongoing, regular activity)</p> <p>Previous rating SC69</p> <p><b>SUBSTANTIALLY ACHIEVED</b></p>	<ul style="list-style-type: none"> <li>The URT considered that a demographic study of major elephant populations was essential to understand population structure and growth as the SRF method used in aerial surveys does not generate data sufficiently accurate to be used as an indicator to determine population trend. The demographic study will be concluded in July 2018. An increasing number of calves were observed in several ecosystems especially in the Selous Game Reserve, where, in the sampled area, 37 elephant groups were counted with a total of 273 individuals. Elephant bulls counted were 28 individuals and, in the cow-calf groups a total of 245 individuals were identified and counted. The demography survey that covered the Southern Selous, preliminarily shows that bulls covered 10% of the population and 90% of the sampled population were in the cow-calf groups.</li> <li>An elephant satellite collaring programme was started as part of the Selous Ecosystem Conservation and Development (SECAD) project, implemented by the Tanzania with the Frankfurt Zoological Society (FZS), WWF and funded by the German Development Bank (KfW). Five elephants were already collared at Matambwe (N Selous GR) in December 2017, and the target is to collar a total of sixty</li> </ul>	<ul style="list-style-type: none"> <li>Demographic surveys have been conducted in Selous Game Reserve (2017), Tarangire National Park (2017), Ruaha National Park (2017) and Serengeti National Park (2016). Other protected areas on the plan for 2018 are Katavi National Park and Rukwa Game Reserve and continue on Selous Game Reserve, Tarangire and Ruaha. Preliminary data indicates that in the Selous 25% of the elephants are 0-5 years old and in Serengeti around 26% of elephants are 0-5 years old. Average group size for Selous – 7.4, Ruaha – 7, Serengeti – 7, Tarangire – 8.3.</li> <li>Funds were secured to carry out aerial surveys in 2017 in the following elephant-related ecosystems: Selous-Mikumi, Ruaha-Rungwa and Serengeti. However, to unexpected weather conditions the surveys were postponed and will take place in the dry season of 2018. Importantly, funding is still needed to carry out aerial surveys in other ecosystems important for elephants in Tanzania, namely, Katavi-Rukwa, Tarangire-Manyara, Malagarasi-Muyovosi and Burigi-Biharamulo.</li> </ul>

		(60) elephants in the entire Selous ecosystem during 2018.	
4.2 Establishing a genetic map of elephant tusk countrywide	<p><b>SUBSTANTIALLY ACHIEVED (Ongoing)</b></p> <p><b>Previous rating SC69</b></p> <p><b>ON TRACK</b></p>	<ul style="list-style-type: none"> <li>April 2018: 80 rangers from TAWA, TANAPA, NCA and WD were trained on management of crime scenes and how to collect evidence from the crime scenes that can be analysed for DNA. This training aimed at showing the rangers and their immediate in charge on how to secure and obtain evidences that are admissible to court, as well as how to use the current laws and regulations on putting charges to the criminals.</li> <li>May 2018: a presentation was done to the MNRT officials in Dodoma, elaborating the need to have independent regulations/Laws that will guide application of DNA forensic laws in Tanzanian court of laws systems.</li> </ul>	<ul style="list-style-type: none"> <li>As stated in the previous report experts from TAWIRI, Sokoine University of Agriculture (SUA) and Muhimbili University of Health and Allied Sciences are engaged in forensic identification of Wildlife and Forest crime. This engagement started in 2016 with the DNA Barcoding to Combat Wildlife Crime Workshop was organized by SUA and TAWIRI on 19th May 2016 at Arusha Institute of Accounts and that was attended by a total of 37 participants from all key wildlife Institutions in Tanzania. Kenya representatives from National Museums of Kenya (NMK) and Kenya Wildlife Service (KWS) attended the workshop.</li> <li>The project has continued during the present reporting period and an advanced training course in lab training and bioinformatics on the DNA BARCODE data standard was held at SUA from 27th February 2017 to 3rd March 2017 and attracted 12 young molecular technologists and scientists from different Tanzanian institutions. Three (3) certified barcode analysts from Kenya (and two experts from Tanzania facilitated the training. Being the first time, such a forensic training was conducted in this country, it provided an opportunity for the trainees to develop their carrier in becoming certified wildlife molecular forensic analysts acceptable to be employed in molecular forensic laboratories. They will however, be required to do elaborate follow-up hands-on lab analyses to enable them qualify for proficiency examination pivotal to being registered. Such trainees will be required to have access to working molecular biology laboratory, supplies and "Geneious" bioinformatics software. Efforts are underway to secure funding for the purchase of various equipment. Some specimens from candidate species have been collected opportunistically and more will be requested from the TAWIRI biobank.</li> <li>A two-day workshop devoted in establishing the legal standards on DNA barcode data is at preparatory stage and will be held soon once all the logistics are completed.</li> <li>Sample collecting and lab processing will be continued in all prevailing years so as to meet the major goals and objectives of this project. The SUA sequencing platform will be used in generating the envisaged BARCODE records and submitting them to GenBank. The target sampling areas for this year will remain the same like those approved previously.</li> </ul>



4.3 Updating the Tanzania Elephant Management Plan 2010-2015	<b>SUBSTANTIALLY ACHIEVED</b>  <b>Previous rating SC69</b>  <b>ON TRACK</b>	<ul style="list-style-type: none"> <li>The updated Tanzania Elephant Management Plan is in final stages of preparation and will be finally validated at a stakeholders' workshop planned for the month of September 2018. After this validation meeting it will be approved and published.</li> </ul>	<ul style="list-style-type: none"> <li>Funding has been finally secured for the updating of the Elephant Management Plan and the final draft should be ready by the end of 2018, with the first stakeholder meeting planned for the month of February 2018. Several scientific researches have been conducted on elephant in Tanzania since 2010; for example, elephants have been collared for the sake of determining their corridors, demography, movement, etc. so as to increase their security and improve their management. The collected data of these researches will be used in updating the new Management Plan. The initial work has commenced by compiling demography data of different ecosystems/protected areas. Also review of Human-Elephant conflict is currently going on where all district game officers (DGO) have been contacted and given questionnaires and data sheet for HEC incidents.</li> </ul>
ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69
<b>PILLAR 5: IVORY STOCKPILE DATA BASE MANAGEMENT</b>			
5.1 Strengthen Ivory stockpiles data base by registering and marking basing on the source (natural death, poached & crop control)	<b>ACHIEVED (Ongoing, routine)</b>  <b>Previous rating SC69</b>  <b>ACHIEVED</b>	<i>This action was already achieved in the previous report and ongoing.</i>	<ul style="list-style-type: none"> <li>All ivory stockpiles in Tanzania have been audited and inventoried.</li> <li>The Ivory database at the Wildlife Division/TAWA, Tanzania National Parks(TANAPA) and Ngorongoro Conservation Area Authority(NCAA) is up to date and is routinely maintained.</li> <li>The submission to reply to CITES Notifications to the Parties Nos. 2017/79 and 2017/80 on ivory and rhinoceroses horn stockpiles are in preparation.</li> </ul>
<b>PILLAR 6: OUTREACH, PUBLIC AWARENESS AND EDUCATION</b>			
6.1 Conducting countrywide conservation education and awareness raising campaign	<b>SUBSTANTIALLY ACHIEVED (Ongoing, routine)</b>  <b>Previous rating SC69</b>  <b>SUBSTANTIALLY ACHIEVED</b>	<p><i>In the reporting period the following awareness raising actions were carried out:</i></p> <ul style="list-style-type: none"> <li>On 3<sup>rd</sup> March 2018, Tanzania celebrated the World Wildlife Day by disseminating conservation information on large cats;</li> <li>In June 2018, Wildlife Division, TANAPA, TAWA and NCAA TAWA participated in Dar es Salaam International Trade Fair Festival "Saba Saba" to disseminate wildlife conservation education activities;</li> <li>Conservation education was provided to a total of 75 villages countrywide of which 18 villages were around the Ngorongoro</li> </ul>	<ul style="list-style-type: none"> <li>Wildlife conservation education and awareness raising campaigns have continued during 2017 and these are some examples: <ul style="list-style-type: none"> <li>On 3<sup>rd</sup> March 2017, Tanzania celebrated the World Wildlife Day by disseminating conservation;</li> <li>Education in television programmes and public addresses;</li> <li>In June-July 2017, Wildlife Division and TAWA participated in Dar es Salaam International Trade Fair Festival to disseminate wildlife conservation education activities;</li> <li>In August 2017 the Wildlife Division and TAWA participated in National Agriculture Festival of NaneNane to</li> </ul> </li> </ul>

		<p>Conservation Area and to 167 schools. In these awareness campaigns a total of 7573 villagers and 27,370 students were reached. Those students that were reached planted 49,875 trees of different indigenous species.</p> <ul style="list-style-type: none"> <li>Other actions previously reported are continuing as routine including the programs on conservation on TV and Radio stations.</li> </ul>	<p>disseminate wildlife conservation education activities;</p> <ul style="list-style-type: none"> <li>Conservation education was provided to a total of 72 villages countrywide of which 43 villages were around the Selous Game Reserve and 19 around Rungwa/Muhesi/Kizigo Game Reserves. In these awareness campaigns a total of 4000 (1500 male, 2500 female) were reached.</li> <li>Four Television and 15 press release sessions were conducted. Through Mali Hai Clubs of Tanzania, 200 clubs were provided with conservation education in collages and schools;</li> <li>In September 2017, National Elephant Day was celebrated to create awareness on illicit trade in ivory;</li> <li>TANAPA has an agreement with different radio and TV broadcasting companies which air out different programs on conservation on a regular basis. 1/2 hr sessions on every Tuesday, Wednesday and Friday are broadcasted on TBC, ITV and Star TV. Also, TANAPA has 1/4 hr sessions on radio stations. The radio stations are Radio Free Africa, TBC Taifa and Radio One.</li> <li>Moreover, TANAPA has opened social media account on Instagram, Twitter, Face book and Youtube for the purpose of awareness raising.</li> </ul>
ACTION	EVALUATION	SUMMARY OF PROGRESS SC70	SUMMARY OF PROGRESS SC69
<b>PILLAR 7: COMMUNITY BASED CONSERVATION</b>			
<p>7.1 Establishing Wildlife Management Areas (WMAs) to maintain elephant range and protection on village land including, migratory, dispersals and corridor areas.</p>	<p><b>SUBSTANTIALLY ACHIEVED</b></p> <p>Previous rating SC69</p> <p><b>SUBSTANTIALLY ACHIEVED</b></p>	<ul style="list-style-type: none"> <li>Out of 38 WMA, 22 are now registered, and a new one was given the user right status in the reporting period bringing the total to 21 WMAs with user rights, compared to the 20 of the previous progress report</li> <li>In order to clarify the above, the WMA Regulation provides a procedure whereby a WMA is first registered and then, following some set criteria provided by the relevant Regulation, is obtaining the right to use wildlife resources.</li> <li>Partial data for the financial year 2017/18 shows that about</li> </ul>	<ul style="list-style-type: none"> <li>Tanzania firmly believes that wildlife conservation cannot be achieved without taking into account the human dimension which is attached to it. Poverty remains the first and foremost important cause of poaching in Tanzania and in the rest of Africa where nearly 50% of the population live on slightly more than one US dollar a day. Tanzania is improving its policy on benefit sharing and governance of the wildlife sector by local communities to achieve poverty reduction through legal and sustainable wildlife utilization.</li> </ul>

		<p>1,662,000.00 USD has been disbursed to WMAs to support anti-poaching and communities' development projects</p> <ul style="list-style-type: none"> <li>In June 2018, 55 Village Game Scouts graduated from the Community Based Conservation Training Center (CBCTC) based in Likuyu Sekamaganga (South Tanzania, bordering the Selous Game Reserve). CBCTC was established in 1995 to provide training and raising awareness on biodiversity conservation issues at the community level and is offering courses for Village Game Scouts and Village Leaders and Natural Resources Committees operating in the WMAs of Tanzania.</li> </ul>	<ul style="list-style-type: none"> <li>The Wildlife Management Areas – WMAs are the community-based conservation framework that operates in Tanzania and are guided by a specific regulation that was lastly reviewed in 2012 in order to accommodate policy changes and hence improve conservation and management of wildlife resources in the WMAs. The changes also included changes in benefit sharing schemes from use of different wildlife resources. A further review is in progress as shown in action 7.2.</li> <li>In general WMAs are key aspect in fighting poverty through wildlife utilization. If wildlife is seen as an asset and not a nuisance to rural people of Tanzania they will greatly contribute to its conservation and not to its destruction. The potential of WMAs is enormous to conserve natural resources outside protected areas through consumptive and non-consumptive tourism or other forms of development. In brief WMAs represent the community-based conservation system of Tanzania and they are seen as a key component of rural development and as one of the best weapons in the fight against illegal utilization.</li> <li>An Authorized Associations Consortium (AAC), the apex body for all Authorized Associations (AA) was formed and as defined in the WMA Regulations of 2012 “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. The AAC plays a critical role in the coordination, advocacy and implementation of WMA-related activities. The AAC provides a platform to the AAs to articulate their views and concerns of different stakeholders, plan and decide on matter of their common interests. The AAC provides an advocacy organization for WMAs, so they can promote policy change at the local and higher levels.</li> <li>Currently there are 38 WMA of which 20 WMAs have acquired wildlife user right;</li> <li>No new WMA has been gazetted in 2017;</li> <li>One (1) WMA (MPIMBWE) has submitted application for</li> </ul>
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			<p><i>Authorised Association (AA) Status.</i></p> <ul style="list-style-type: none"> <li><i>In financial year 2016/2017 about 2,800,000.00 USD has been disbursed to WMAs to support anti-poaching and communities' development projects</i></li> <li><i>The target is to have at least one WMA established each financial year.</i></li> </ul>
7.2 Review of the Wildlife Management Areas (WMAs) Regulation.	<p><b>ACHIEVED</b></p> <p><b>Previous rating SC69</b></p> <p><b>ON TRACK</b></p>	<ul style="list-style-type: none"> <li><i>The amendment to the Wildlife Management Areas Regulation of 2012 has been vetted by the Attorney General and will be signed by the Minister and soon published in the Government Gazette.</i></li> </ul>	<ul style="list-style-type: none"> <li><i>Review of the wildlife management area (WMAs) regulation to introduce new revenue sharing scheme is in the final stage and one more stakeholder meeting is going to take soon before the final regulation could be drafted.</i></li> </ul>

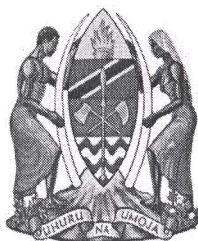
#### **Part D: Annexes (Confidential)**

**Annex1:** A letter from the Attorney General Office vetting the Wildlife Conservation (CITES Implementation) Regulations, 2018,

**Annex2:** A letter from the Attorney General Office vetting the Wildlife Conservation (Wildlife Management Areas) Regulations, 2018,

THE UNITED REPUBLIC OF TANZANIA  
**MINISTRY OF NATURAL RESOURCES AND TOURISM**

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Ref. No. **HA.274/563/01/43**

03/07/2018

Secretary-General  
CITES Secretariat  
International Environment House  
11 Chemin des Anémones  
CH-1219 Châtelaine, Geneva  
Switzerland  
Email: [info@cites.org](mailto:info@cites.org)

**RE: NATIONAL IVORY ACTION PLAN (NIAP) PROCESS: SUBMISSION OF  
PROGRESS REPORT ON NIAP IMPLEMENTATION**

Kindly refer to your letter Ref. No, JS/BVR/CN dated 16<sup>th</sup> February 2018 regarding the above subject matter.

This report shows significant efforts made by the Government of the United Republic of Tanzania (URT) in combating poaching and illegal trafficking of ivory and other wildlife products.

It our hope that this time we will receive a positive evaluation from the CITES Secretariat and be removed from the NIAP process.

We thank you for your understanding and cooperation.

A handwritten signature in blue ink, appearing to read 'A. Nzuki'.

Dkt. Aloyce K. Nzuki  
**Ag. PERAMANENT SECRETARY**

GOVERNMENT NOTICE No. 382 published on 3/08/2018

**THE WILDLIFE CONSERVATION ACT**

**(CAP.283)**

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**REGULATIONS**

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*(Made under section 121)*

THE WILDLIFE CONSERVATION (CONVENTION ON INTERNATIONAL TRADE IN  
ENDANGERED SPECIES OF WILD FAUNA AND FLORA (CITES)) (IMPLEMENTATION)  
REGULATIONS, 2018

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3. Interpretation

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4. Management and scientific authorities

**PART III  
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5. Trade and export in specimen of species in Appendix I of CITES
6. Import of specimen of species in Appendix I of CITES
7. Re-export of specimen of species in Appendix I of CITES
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## SCHEDULES

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*Wildlife Conservation (Convention On International Trade In Endangered  
Species Of Wild Fauna And Flora (Cites)) (Implementation)*  

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GOVERNMENT NOTICE No. 382 published on 3/08/2018

THE WILDLIFE CONSERVATION ACT  
(Cap.283)

REGULATIONS

*(Made under section 121)*

THE WILDLIFE CONSERVATION (CONVENTION ON INTERNATIONAL TRADE IN  
ENDANGERED SPECIES OF WILD FAUNA AND FLORA (CITES)) (IMPLEMENTATION)  
REGULATIONS, 2018

PART I  
PRELIMINARY PROVISIONS

Citation

1. These Regulations may be cited as the Wildlife Conservation (Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES)) (Implementation) Regulations, 2018.

Application

2.-(1) These regulations shall apply to all animals and plant species listed in all three CITES appendices.

(2) The CITES appendices species shall be as approved from time to time by the Conference of Parties and published in the *Gazette*.

Interpretation  
Cap. 283

3. In these Regulations, unless the context otherwise requires;

“Act” means the Wildlife Conservation Act;

“animal” means any kind of vertebrate and invertebrate and egg thereof other than a domestic animal;

“animal capture” means an act of taking a live animal or egg from the wild;

"Artificially propagated": means plants grown under controlled

conditions from seeds, cuttings, divisions, callus tissues or other plant tissues, spores or other propagules that either are exempt or have been derived from cultivated parental stock;

"Bred in captivity": means offspring, including eggs, born or otherwise produced in a controlled environment of parents that mated or otherwise transmitted their gametes in a controlled environment, as defined in Resolutions of the Conference of the Parties;

"Certificate of origin": means documents allowing the export of specimens of species listed in Appendix III when the specimens originated in a non-listing country.

"CITES" means the Convention on International Trade in Endangered Species of Wild Fauna and Flora of 1973, to which the United Republic of Tanzania is a party;

"Convention" means the CITES Convention;

"CITES Appendices" means Appendices I, II and III described in Article II of the Convention text ;

"CITES Secretariat" and "Secretariat": means the Secretariat of CITES as referred to in Article XII of CITES;

"Conference of the Parties" means the Conference of the Parties as referred to in Article XI of CITES;

"Controlled environment" means the environment that is manipulated for the purpose of producing animals of a particular species, that has boundaries designed to prevent animals, eggs or gametes of the species from entering or leaving the controlled environment, and the general characteristics of which may include but are not limited to: artificial housing; waste removal; health care; protection from predators; and artificially supplied food;

"Country of origin" means the country in which a specimen has been taken in the wild or born or bred in captivity or artificially propagated, or introduced from the sea;

"Derivative" means in relation to an animal, plant or other organism, means any part, tissue or extract, of an animal, plant or other organism, whether fresh, preserved or processed, and includes any chemical compound derived from such part, tissue or extract;

"Director" means the Director of Wildlife appointed under the Act;

"Enforcement officer" means any officer or other person designated to be an authorized officer under the provision of the

Act or the Forest Act;

"Export": means the act of taking any specimen out of any place under the jurisdiction of United Republic of Tanzania;

"Gazette" means the Government Official Gazette;

"holding ground or farm" means an area where animals are kept waiting to be exported and includes an aviary, pen or similar area;

"Import": means to land on or attempt to land on, bring into or introduce into, any place subject to the jurisdiction of United Republic of Tanzania other than transit and transshipment any specimen of species included in the Appendices of CITES;

"Introduction from the sea" means transportation into (name of the country) of specimens of any species which were taken from the marine environment not under the jurisdiction of any State, including the air space above the sea and the sea-bed and subsoil beneath the sea;

"International trade" means any export, re-export, or import covered by the customs regulations and introduction from the sea;

"Label" means a piece of paper, card, or other material bearing the acronym 'CITES' and issued or approved by a Management Authority for the identification of contents as herbarium specimens, preserved, dried or embedded museum specimens or live plant material for scientific study. They shall include the name and address of the sending institution and the codes of the exporting and importing institutions over the signature of a responsible officer of that registered scientific institution;

"licensing officer" means any officers or any other person whom the Director may appoint to be a licensing officer for the purpose of these Regulations;

"Management Authority" means Director;

"mark" means any indelible imprint, lead seal or other suitable means of identifying a specimen, designed in such a way as to render its imitation by unauthorized persons as difficult as possible;

"Minister" means the Minister responsible for wildlife;

"Party" means a State or a regional economic integration organization for which CITES has entered into force;

"Permit or Certificate" means the official document used to authorize import, export, re-export, or introduction from the sea of specimens of species listed in any of the Appendices of CITES;

"Personal or household effects" means dead specimens, parts and derivatives that are the belongings of a private individual and that form or are intended to form part of his normal possessions;

"Pre-convention Certificate" means the pre-convention date for a specimen may vary depending on when a Party joined CITES or on a country's stricter national legislation.

"Primarily commercial purposes" means all purposes whose non-commercial aspects do not clearly predominate;

"Quota" means prescribed number or quantity of specimens that can be harvested, exported or otherwise used over a specific period of time ;

"Readily recognizable part or derivative" means and includes any specimen which appears from an accompanying document, the packaging or a mark or label, or from any other circumstances, to be a part or derivative of an animal or plant of a species included in the Appendices, unless such part or derivative is specifically exempted from the provisions of the Convention;

"re-export" means export of any specimen that was previously imported;

"Relevant Management Authority" means the Management Authority appointed under these Regulations;

"rescue centre" means an institution or area designated by the Management Authorities to look after the welfare of specimens, particularly those that have been seized or confiscated;

"Scientific Authority" means the Authority appointed or designated under regulation these Regulations;

"Secretariat" means the Secretariat provided for under Article XII of the Convention;

"species" means any species, subspecies, or geographically separate population thereof;

"specimen" means-

(a) any animal or plant, whether alive or dead;

(b) in the case of an animal: for species included in Appendices I and II of CITES and any readily recognizable part or derivative thereof, and for species included in Appendix III of CITES, any readily recognizable part of derivative thereof specified in Appendix III of CITES in relation to the species; and

(c) in the case of a plant: for species included in Appendix I of CITES, any readily recognizable part of derivative thereof, and species included in Appendices II and III of CITES, any readily recognizable part of derivative thereof specified in Appendices II

and III of CITES in relation to the species;

(d) any specimen which appears from an accompanying document, the packaging or a mark or label or from any other circumstances, to be a part or derivative of an animal or plant of a species included in the Appendices, unless such part or derivative is specifically exempted from the provisions of CITES.

"Tags" means a piece of material for the identification of raw, tanned, and/or finished crocodilian skins entering international trade from the countries of origin;

"trade" means export, re-export, import and introduction from the sea;

"Transit" means the transit procedures as defined by the customs regulations of the United Republic of Tanzania;

"Transshipment" means the transshipment procedures as defined by the customs regulations United Republic of Tanzania;

"Under controlled environment" means in a non-natural environment that is intensively manipulated by human intervention for the purpose of plant production. General characteristics of controlled conditions may include but are not limited to tillage, fertilization, weed and pest control, irrigation, or nursery operations such as potting, bedding or protection from weather.

## **PART II MANAGEMENT AND SCIENTIFIC AUTHORITIES**

Management and  
scientific  
authorities

**4.-(1)** The Director shall be the Management Authority and in collaboration with the Scientific Authority or Authorities –

- (a) be the lead agency in the implementation of the CITES;
- (b) communicate with other Parties and the Secretariat in all matters of CITES on behalf of the Government;
- (c) issue CITES export permits , import permits ,re-export permits, introduction from the sea and other certificates ;
- (d) register captive breeding operations, zoos and orphanage centers or any artificially propagated wildlife species;
- (e) affix marks upon specimens in trade to assist in identifying the specimen;
- (f) maintain records of trade in specimens listed in CITES Appendices; and
- (g) prepare periodic annual and biannual reports of the country's implementation of the CITES and transmit such reports

to the Secretariat;

(h) communicate with the management and competent authorities of other States and the Secretariat;

(i) establish policies related to the implementation of CITES; and

(j) coordinate CITES-related activities of authorities in the United Republic of Tanzania.

(2) The Minister shall appoint or designate by notice published in the Gazette one or more Scientific Authorities as appropriate, which shall:

(a) advise the Management Authority whether or not the proposed export of a specimen of a species listed in Appendix I or II will be detrimental to the survival of species involved;

(b) to give scientific input to the Director on policies related to the implementation of CITES;

(c) to conduct studies and research on the population status, distribution, population trends and other biological and ecological factors as appropriate, and trade information relating to species concerned;

(d) to monitor export permits issued and the actual export of specimens in accordance with the provisions of Article IV, paragraph 3, of CITES; and

(e) to advise the Director on suitable measures to be taken to limit grant of export permits for specimens of species other than those listed in Appendix I that are threatened with extinction and which may be affected by trade.

(3) The Minister may, by notice published in the Gazette, appoint or designate additional relevant Management and Scientific Authorities for effective implementation of these Regulations.

### PART III

#### CONTROL OF TRADE IN SPECIES LISTED IN CITES APPENDICES

Trade and export  
in specimen of  
species in  
Appendix I of  
CITES

**5.-(1)** Any trade in specimens of species included in Appendix I shall be regulated in accordance with the provisions of these Regulations.

(2) No specimen of a species Appendix I shall be exported without the prior issuance and presentation of an export permit granted by the Director.

(3) An export permit shall only be granted when the following conditions have been met:

- (a) a Scientific Authority has advised that such export will not be detrimental to the survival of that species;
- (b) the Director is satisfied that the specimen was not obtained in contravention of the laws of that State for the protection of fauna and flora;
- (c) the Director is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment; and
- (d) the Director is satisfied that an import permit has been granted for the specimen.

Import of  
specimen of  
species in  
Appendix I of  
CITES

**6.-(1)** The import of any specimen of a species included in Appendix I shall require the prior grant and presentation of an import permit and either an export permit or a re-export certificate.

(2) An import permit shall only be granted when the following conditions have been met:

- (a) a Scientific Authority has advised that the import will be for purposes which are not detrimental to the survival of the species involved;
- (b) a Scientific Authority is satisfied that the proposed recipient of a living specimen is suitably equipped to house and care for it; and
- (c) The Director is satisfied that the specimen is not to be used for primarily commercial purposes.

Re-export of  
specimen of  
species in  
Appendix I of  
CITES

**8.-(1)** The re-export of any specimen of a species included in Appendix I shall require the prior grant and presentation of a re-export certificate.

(2) A re-export certificate shall only be granted when the following conditions have been met:

- (a) the Director is satisfied that the specimen was imported in accordance with the provisions of the present Convention;
- (b) the Director is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment; and
- (c) the Director is satisfied that an import permit has been granted for any living specimen.

Introduction

**9.-(1)** The introduction from the sea of any specimen of

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

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*GN. No. 382 (Contd.)*

from the sea of  
specimen of  
species in  
Appendix I of  
CITES

a species included in Appendix I shall require the prior grant of a certificate from a Management Authority.

(2) A certificate shall only be granted when the following conditions have been met:

- (a) a Scientific Authority advises that the introduction will not be detrimental to the survival of the species involved;
- (b) Director is satisfied that the proposed recipient of a living specimen is suitably equipped to house and care for it; and
- (c) Director is satisfied that the specimen is not to be used for primarily commercial purposes.

Trade, Export  
and import of  
Specimens  
of Species  
in  
Appendix  
II of CITES

**10.**-(1) Any Trade in specimens of species included in Appendix II shall be in accordance with the provisions of these Regulations.

(2) The export of any specimen of a species included in Appendix II shall require the prior grant and presentation of an export permit.

(3) An export permit shall only be granted when the following conditions have been met:

- (a) a Scientific Authority has advised that such export will not be detrimental to the survival of that species;
- (b) Director is satisfied that the specimen was not obtained in contravention of the laws of that State for the protection of fauna and flora; and
- (c) Director is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.

Import of  
Specimens  
of Species  
in  
Appendix  
II of CITES

**11.** The import of any specimen of a species included in Appendix II shall require the prior presentation of either an export permit or a re-export certificate.

Re-export of  
Specimens  
of Species  
in  
Appendix  
II of CITES

**12.**-(1) The re-export of any specimen of a species included in Appendix II shall require the prior grant and presentation of a re-export certificate.

(2) A re-export certificate shall only be granted when the following conditions have been met:

- (a) Director is satisfied that the specimen was imported in accordance with the provisions of the present Convention; and



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(b) Director is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.

Introduction  
from the sea of  
specimen of  
species in  
Appendix II of  
CITES

**13.-(1)** The introduction from the sea of any specimen of a species included in Appendix II shall require the prior grant of a certificate from the Director.

(2) A certificate shall only be granted when the following conditions have been met:

(a) a Scientific Authority advises that the introduction will not be detrimental to the survival of the species involved; and

(b) Director is satisfied that any living specimen will be so handled as to minimize the risk of injury, damage to health or cruel treatment.

Trade and Export  
of specimens  
of species  
in  
Appendix  
III of  
CITES

**14.-(1)** Any trade in specimens of species included in Appendix III shall be in accordance with the provisions of these Regulations.

(2) The export of any specimen of a species included in Appendix III shall require the prior grant and presentation of an export permit.

(3) An export permit shall only be granted when the following conditions have been met:

(a) Director is satisfied that the specimen was not obtained in contravention of the laws for the protection of fauna and flora; and

(b) Director is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.

Import of  
specimens  
of species  
in  
Appendix  
III of  
CITES

**15.** The import of any specimen of a species included in Appendix III shall require, except in circumstances to which regulation 15 of these Regulations applies, the prior presentation of a certificate of origin and, where the import is from a State which has included that species in Appendix III, an export permit.

Re-Export of  
specimens of  
species in  
Appendix III of  
CITES

**16.** The re-export of any specimen of a species included in Appendix III shall require, a certificate granted by the Director that the specimen was processed or is being re-exported from mainland Tanzania and the certificate shall be *prima facie* evidence that the provisions of the CITES have been complied

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with in respect of the specimen concerned.

PART IV

GENERAL CONDITIONS FOR PERMITS AND CERTIFICATES

Permits and  
Certificate issued  
under Part III

**17.** The provisions of this Part shall govern all permits and certificates granted by the Director under Part III of these Regulations.

Information on  
export permit

**18.** An export or re-export permit shall contain the information specified in Article VI of the text of the Convention and Annex 2 of the most recent version of Resolution 12.3 of the Conference of the Parties, and shall only be used for export or re-export within a period of six months from the date on which it was granted.

Information on  
import permit

**19.** An import permit shall contain the information specified in Article VI of the text of the Convention and Annex 2 of the most recent version of Resolution 12.3 of the Conference of the Parties, and shall only be used for import within a period of twelve months from the date on which it was granted.

Permits to bear  
stamp

**20.** A permit or certificate prescribed under these Regulations shall contain the full title of CITES, the name and any identifying stamp of the Director for purposes of these Regulations and a control number assigned by the Director.

Copies of  
Permits or  
certificate

**21.** Any copies of permit or certificates issued by the Director shall be clearly marked as copies only and no such copy shall be used in place of the original, except to the extent endorsed thereon.

Separate permit  
or certificate for  
each  
consignment

**22.** Director shall issue a separate permit or certificate for each trade consignment of specimens.

Affixation of  
mark on  
specimen of  
species

**23.** The Director may affix a mark upon any specimen to assist in identifying the specimen.

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

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*GN. No. 382 (Contd.)*

Cancellation,  
retention or  
export permit or  
re-export  
certificate

**25.** The Director shall cancel and retain the export permit or re-export certificate and any corresponding import permit, presented in respect of the import of that specimen.

PART V  
EXEMPTIONS AND OTHER SPECIAL PROVISIONS RELATING  
TO TRADE IN SPECIES

Specimen of  
species on transit

**25.** The provisions of Part III of this Regulation shall not apply to the transit or trans-shipment of specimens through or in any part of mainland Tanzania while the specimens remain under the control of the customs department.

(2) A person desiring to transit specimens shall be required to declare that the consignments are in transit to the Director by filling the Transit Declaration Form as prescribed in First Schedule which contain the following:

- (a) Name and address of the importer;
- (b) Name and address of the exporter;
- (c) Country of origin;
- (d) Country of destination;
- (e) Vessel name and registration number;
- (f) Description of goods;
- (g) Quantity; and
- (h) Date of departure.

(3) The Transit Declaration Form shall be accompanied with all documentations as deemed necessary for transit.

(4) Upon receipt of a Transit Declaration Form from the importer and being satisfied with the document produced, the Director shall declare in writing that such consignments are in transit and conform the transit requirements under these Regulations.

(5) The Director shall inspect any specimens on transit and may seize any specimens not accompanied by appropriate transit documents.

Transshipment of  
specimens

**26.-(1)** A person desiring to transship Specimens shall be required to declare that the consignments are in transshipment to the Director by filling the Transshipment Declaration Form as prescribed in the Second Schedule which shall contain the following:

- (a) Name and address of the importer;

- (b) Name and address of the exporter;
- (c) Port of origin;
- (d) Port of destination;
- (e) Vessel name and registration number;
- (f) Description of goods;
- (g) Quantity;
- (h) Vessel on which the consignment is to be onward carried;  
and
- (i) Date of shipment.

(2) The Transshipment Declaration Form shall be accompanied with all documentations as deemed necessary for transshipment.

(3) Upon receipt of a Transshipment Declaration Form from the importer, the Director in collaboration with Ports Authority may cause such consignment and the document produced to be inspected.

(4) The Director may seize any specimens not accompanied by appropriate transshipment documents.

(5) When the Director is satisfied that the consignments fulfill the transshipment requirements under these Regulations shall declare in writing that the consignments are in transshipment.

Issuance of pre-  
Convention  
certificate

**27.**-(1) The Director may, upon being satisfied in writing that a specimen was acquired before the provisions of CITES applied to that specimen, issue a pre-Convention certificate under his hand to that effect.

(2) Where the Director issues a certificate pursuant to being satisfied with respect to the specimen referred in sub regulation (1) of this regulation, the provisions of Part III of these Regulations shall not apply to that specimen.

Personal or  
household  
specimen

Except as provided for in sub-regulation (2) below, the provisions of Part III of this Regulation shall not apply to specimens that are personal or household effects as the Director may determine.

(2) Notwithstanding the provision of sub regulation (1) of this regulation, the provisions of Part III shall apply where:

- (a) in the case of a specimen of a species in Appendix I acquired by the owner outside his State of usual residence and is being imported into that State; or
- (b) in the case of a specimen of species included in

Appendix II:

- i) they were acquired by the owner outside his State of usual residence and in a State where removal from the wild occurred;
- i) they are being imported into the owner's State of usual residence; and
- i) the State where removal from the wild occurred requires the prior grant of export permits before any export of such specimens;

Provided that this Regulation shall not apply where the Director is satisfied that the specimens were acquired before the provisions of the CITES applied to that specimen.

Specimen  
of species  
in captivity  
for commercial  
purposes

**28.** Any specimen of animal species which is Appendix I and is bred in captivity for commercial purposes, or of a plant species included in Appendix I that is artificially propagated for commercial purposes, shall be deemed to be specimens of species included in Appendix II and subject to related controls under this Regulation.

Certificate for  
specimen of  
species in  
captivity

**29.** The Director shall, after consultation with the Scientific Authority, and upon being satisfied that any specimen of an animal species was bred in captivity or any specimen of a plant species was artificially propagated, or is a part of such animal or plant or was derived therefrom, issue a certificate to that effect and such certificate shall be accepted in lieu of any of the permits or certificates required under the provisions of Part III of this Regulation.

Specimen of  
species  
for scientific  
purpose

**30.** The provisions of Part III of these Regulations shall not apply to a non-commercial loan, donation or exchange between scientists or scientific institutions registered by the Director, after consultation with the Scientific Authorities, of herbarium specimens, other preserved, dried or embedded museum specimens, and live plant material which carry a label issued or approved by the Director, travelling zoo, circus, menagerie, plant exhibition or other travelling exhibition provided that:

- (a) the exporter or importer registers full details of such specimens with the Director;
- (b) the specimens are in either of the categories specified in

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regulations 27, 28 and 29 of these Regulations; and

(c) the Management Authority is satisfied that any living specimen will be so transported and cared for as to minimize the risk of injury, damage to health or cruel treatment.

Designation of  
ports of exit or  
entry of  
specimen of  
species

**31.** The Director may by notice published in the Gazette, designate specific ports of exit or entry at which specimens of species included in Appendices I, II and III of CITES shall be presented for clearance.

Confiscation of  
specimen  
of species

**32.** Any specimen which is seized in the process of enforcing these Regulations shall:

(a) be entrusted to the Director; and  
(b) after the Director consults with the State of export, be returned to that State at the expense of that State, or placed in a rescue centre or such other place as the Director deems appropriate and consistent with the purposes of CITES.

(2) The Director shall obtain the advice of the Scientific Authority in order to facilitate the decision under sub-regulation (1) of this regulation.

Records of trade  
in specimens of  
species

**33.-(1)** The Director shall, in consultation with the Scientific Authority, cause to be maintained records of trade in specimens of species included in Appendices I, II and III of CITES.

(2) The records of trade maintained by the Director shall provide for:

(a) the names and addresses of exporters and importers;  
(b) the number and type of permits and certificates granted;  
(c) the States with which such trade occurred;  
(d) the numbers or quantities and types of specimens and names of species as included in Appendices I, II and III of CITES; and  
(e) where applicable, the size and sex of the specimens in question.

PART VI  
EXPORT OF LIVE SPECIMENS

Pre- conditions

**34.** Subsequent to its capture and prior to export every-

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for export of  
living specimens  
of animal species

- (a) herbivorous mammal shall be kept in captivity for at least two months during which it shall be supplied with the type of food which will be available on the journey.
- (b) Carnivorous mammal shall be kept in captivity for at least fourteen days during which it shall be supplied with the type of food which will be available on the journey.
- (c) reptile, amphibian or bird shall be kept in captivity for at least fourteen days during which it shall be supplied with the type of food which will be available on the journey,
- (d) insect shall be kept in captivity for not more than 3 days;
- (e) animal shall be allowed to accustom itself to the container in which it will be exported for not less than seven days.

containers for  
export of species

**35.** Any container in which an animal species is exported shall, conform to the relevant specifications and requirements prescribed in the Third Schedule, the International Air Transport Association Live Animal Regulations and the CITES guidelines for the non-air transport of live wild animals and plants.

Notice of  
intention to  
export

**36.** Every holder of a CITES permit prescribed in the Fourth Schedule shall inform the Director in writing of his intentions to export any animal specimen at least two weeks before the date of export.

Holding ground  
or farm for  
specimen

**37.-(1)** Any person shall not be granted a permit to export specimens of species included in Appendices I, II and III unless he satisfies the licensing officer that:

- (a) he has an access of or is an owner of a holding ground or farm, aviary or pen as may be appropriate, where the captured specimen will be kept until exported;
- (b) he has made formal arrangements for the sale or other disposal of the specimen intended to be captured to a zoological or other person or institution; and
- (c) it is not against the public interest for such institution to receive such specimen.

(2) All holding farms or grounds shall be maintained in such manner as Director or a veterinary officer may direct and it shall be lawful for any Director to inspect a holding farm or ground at any time.

(3) All owners of holding grounds or farms shall be responsible for the efficient maintenance of such holding grounds

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or farms and shall comply with the provisions of these Regulations and any directive given hereunder.

Pre- conditions  
for grant of  
export permits

**38.** No live animal specimen shall be exported unless the Director is satisfied that there exists:

(a) a letter from a zoological institution, a similar establishment or person as evidence that the specimen shall be received by such institution, establishment or person.

(b) evidence that proper accommodation has been reserved on a vehicle, ship, aircraft or any other means of transport for the specimen as approved.

Inspection of  
container

**39.** Any enforcement officer shall be entitled to inspect any specimen in its container before it is exported.

Certificate of  
health prior to  
export of animal  
specimens

**40.**-(1) A veterinary officer shall examine all live animal specimens at least seven days prior to their export.

(2) A veterinary officer who examines the specimen shall issue a certificate of health in respect of such specimen.

Vaccination  
inoculation and  
treatment of  
specimens

**41.** No live animal specimen shall be exported unless the veterinary officer examining it has certified that it is in a fit state of health and has received all the necessary vaccinations, inoculations or treatment.

Endorsement of  
trophy certificate  
or permit

**42.** A trophy export certificate and export permit shall be issued in respect of a live animal specimen that has been approved under regulations 40 and 41 of these Regulations, for the export of such specimen and shall be endorsed with the name and address of the institution to which the specimen is consigned.

Restriction on  
removing  
specimens from  
holding ground  
or farm

**43.** Any live animal specimen earmarked for export shall not be removed from a holding ground or farm until arrangements have been made for such specimen to be loaded on a vessel within twenty- four hours from the date of arrival at the port of embarkation.

Accompanying  
specimen  
consignments to  
port of  
embarkation

**44.** Any holder of CITES permit or an authorized representative of the holder, duly registered by the Director, shall accompany all live animal specimen consignments transported to the port of embarkation.



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Safety and  
welfare of  
animals  
designated for  
export

**45.-(1)** Any holder of a CITES permit shall be responsible for the welfare and safety of the live animal specimen captured by him until such time when the animal is exported.

(2) Any holder of a CITES permit shall take all necessary and reasonable measures to safeguard the welfare and safety of the live animal specimen captured by him.

Bill of lading in  
respect of  
specimen

**46.** Any holder of a CITES permit shall produce to the Director a copy of the bill of lading in respect of the live animal specimen exported and a letter from the institution or person to which the specimen has been sent acknowledging the receipt of the specimen within ninety days after the date of export.

Maintaining  
records of  
specimens in  
holding grounds  
or farms

**47.** Any owner of a holding ground or farm shall maintain a record of all live animal specimens received and disposed by him in a register, which shall be inspected by an enforcement officer.

Monthly returns  
from holdings  
grounds or farms

**48.-(1)** Any owner of a holding ground or farm shall send a quarterly return to the Director and the enforcement officer in charge of the area in which his holding ground or farm is situated.

(2) Any quarterly return from any owner of a holding ground or farm shall contain the following particulars:

(a) the number of live animal specimens of each species or other specimens exported during the preceding quarter;

(b) the names of institutions or persons to which they have been exported; and

(c) the amount of money realized from the trade.

PART VII  
OFFENCES AND PENALTIES

Offences and  
Penalties

**49.-(1)** Any person who:

(a) imports, exports, re-exports, or introduces from the sea, or attempts to import, export, re-export or introduce from the sea, any specimen of a species listed in the CITES Appendices without a valid permit or certificate;

(b) provides information either oral or written which is false or misleading in material respect for any purpose under these

Regulations;

(c) misuses a document or fails to comply with the conditions of a permit or certificate;

(d) fraudulently defaces, destroys, forges, alters or tampers with a mark used by the Management Authority to individually and permanently identify specimens or any document provided for under these Regulations;

(e) have in his or her possession or under his or her control, or offers or exposes for sale or display to the public, any specimen of a species listed in the CITES Appendices which was not legally acquired; or

(f) obstructs or hinders any enforcement officer in the performance of his duties.

commits an offence and is liable to a fine of not less than three times the value of the specimen involved in the commission of the offence or to a minimum of five years imprisonment or to both.

(2) The Court may, in addition to the penalty imposed under sub-regulation (1), order the forfeiture of the specimen, container, vessel, instruments or any tools or items used in the commission of the offence.

Offences by  
body corporate

**50.** Any act which if done by an individual would be an offence against these Regulations, shall if done by a body corporate be an offence by the Chief Executive Officer or Secretary thereof unless he proves that the offence was committed without his consent or connivance and that he exercised all such diligence to prevent the commission of the offence as he ought to have been exercised having regard to the nature of his functions in that capacity and to all circumstances.

General Penalty

**51.** A person convicted of an offence under these Regulations for which no penalty is expressly provided is liable to a fine not less than twice the value of the consignment or to a term of imprisonment not less six months or both such fine and imprisonment in the case of a body corporate to a fine of not less than three times the value of the consignment or to a term of imprisonment not less six months or both such fine and imprisonment.

PART VIII  
MISCELLANEOUS PROVISIONS

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Trade with States  
not party to  
CITES

**52.** Where export or re-export of a specimen of a species is to, or import is from, a State not a party to CITES, comparable documentation issued by the competent authority in that State, which substantially conforms to the requirements of CITES, for permits and certificates, may be accepted in lieu thereof by the Director, for purposes of these Regulations.

Communication  
on Impression of  
stamps

**53.** The Director shall communicate to the Secretariat, impressions of stamps, seals or other devices used to authenticate permits or certificates.

Restriction on  
exploitation of  
non CITES  
species

**54.** The Director may, in consultation with the Scientific Authority, submit to the Secretariat, for inclusion in Appendix III of CITES, one or more species identified as being subject to regulation under any written law for purposes of preventing or restricting their exploitation and as needing the cooperation of other Parties in the control of trade of such species.

Revocation and  
savings  
G. N. No.  
225 of 2005

**55.-(1)** The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) (Implementation) Regulations, 2005 are hereby revoked.

(2) Any orders made license issued before the coming into effect of these Regulations shall continue to be in force until they are cancelled or otherwise rendered invalid under these Regulations.

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SCHEDULES

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**FIRST SCHEDULE**

*(Made under regulation 24(2))*

Transit of Specimens

Transit Application Form

Any person desiring to transit Specimens through mainland Tanzania official port of entry shall be required to declare by filling the transit declaration form and present to the Director for scrutiny, having the following information:

S/N	Item	Description
1	Name and address of the Importer	
2	Name and address of the Exporter	
3	Country of origin	
4	Country of destination	
5	Vessel name and registration number	
6	Description of the Specimens	
7	Quantity of specimens (number, tons, etc)	
8	Date of shipment	

Declaration:

I, ..... do hereby declare that, the information provided is valid true and accurate to the best of my knowledge

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Note:

This form should be attached with valid CITES documents and transit of the consignment documents

**SECOND SCHEDULE**

*(Made under regulation 25(1))*

Procedure for Transshipment of Specimens

Transshipment Application Form

Any person desiring to transship Specimens through mainland Tanzania official port of entry shall be required to declare by filling the transship declaration form and present to the Director for scrutiny, having the following information:

S/N	Item	Description
1	Name and address of the Importer	
2	Name and address of the Exporter	
3	Port of origin	
4	Port of destination	
5	Vessel name and registration number	
6	Description of the specimens	
7	Quantities of specimens (number, tons, etc)	
8	Vessel name and registration number of which the consignment is to be onward carried	
9	Date of shipment	

Declaration:

I, ..... do hereby declare that, the information provided is valid true and accurate to the best of my knowledge

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Note:**

This form should be attached with valid CITES permit and other transshipment documents

### THIRD SCHEDULE

*(Made under regulation 35)*

#### CONTAINER STANDARDS FOR EXPORT OF ANIMALS

##### A. MAMMALIA

Group No	Species	Container Standards
1.	(1) Zebra (2) Rhinoceros  (3) Buffalo  (4) Large Antelopes	(a) The animal shall be crated singly (b) The length of the container shall be made at least 50 cm longer than the animal (c) The container shall be provided with a gap of at least 20 cm between the highest point reached by the animal and the roof. (d) The side of the container shall be planked solid for <u>2</u> the height <div style="text-align: center;">3</div> (a) Any necessary padding shall be made to the sides and rear of the container away from the horns. (b) The bottom borders of the container shall be made transverse with suitable gaps for drainage (c) The container shall be made in a manner that will prevent the animal from turning around.
2.	Elephant	(a) The animal shall be crated singly. (b) The length of the container shall be made at least 50 cm longer than the animal. (c) The container shall be provided with a gap of at least 20 cm between the highest point reached by the animal and roof. (d) The sides of the container shall be planked solid and provided with apertures for looking out or putting the trunk through without getting a hold on which to pull. (e) Any necessary padding shall be made to the sides and rear of the container away from the tusks. (f) The bottom boards of the container shall be made transverse with suitable gaps for drainage.

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		(g) The container shall be made in a manner that will prevent the animal from turning round.
3.	Hippopotamus	<p>(a) The animal shall be crated singly.</p> <p>(b) The length of the container shall be made at least 50 cm longer than the animal.</p> <p>(c) The container shall be provided with a gap of at least 20cm between the highest point reached by the animal and the roof.</p> <p>(d) The sides of the container shall be planked solid for <u>2</u> the height.</p> <p>3</p> <p>(e) The bottom boards of the container shall be made transverse with suitable gaps for drainage.</p> <p>(f) The container shall be made in a manner that will prevent the animal from turning round.</p> <p>(g) During the day the animal shall be sprayed at suitable intervals or sacks shall be kept on the roof of the container kept wet to ensure continuous drip of water.</p>
4.	(1) Giraffe (2) Ostrich	<p>(a) The animal shall be crated singly or in the event of chicks, six in a cage.</p> <p>(b) The length of the container shall be made at least 50 cm longer than the animal</p> <p>(c) The container shall be provided with a gap of at least 20 cm between the highest point reached by the animal and the roof.</p> <p>(d) The planking of the side may be perforated in such a manner that will not allow the animal to put its head through.</p> <p>(e) The roof and any hard point where the animal might strike its head given a sudden jolt shall be padded.</p> <p>(f) The bottom boards of the container shall be made transverse with suitable gaps for drainage.</p> <p>(g) The container shall be made in manner that will allow the animal to turn round, lie down stand or stretch with ease.</p> <p>(h) Giraffe of over 330 cm, in height shall not be exported without prior consultation with the airline or ship that will carry it.</p>
5	(1) Lion (2) Leopard (3) Cheetah	<p>(a) The animal shall be crated singly.</p> <p>(b) The container shall be made to allow animal to stretch fully in all directions,</p> <p>(c) The bottom and the sides of the container may be boarded solid.</p>

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		(d) The rear and front sides of the container shall be provided with bars closely placed to prevent the animal from putting its paws through.
6.	Small Antelopes	<p>(a) The animal shall be crated singly or two or more if well acquainted.</p> <p>(b) Animals from different species may be crated together if well acquainted.</p> <p>(c) The container shall be made to allow the animal to stretch fully in all directions.</p>
7.	(1) Baboon (2) Monkey	<p>(a) The animal shall be crated singly</p> <p>(b) Container for primates weighing less than 4kg. shall be made at least 35x35x50cm. in size.</p> <p>© Container for primates weighing over 4kg. shall be made at least 50x70x70cm in size.</p> <p>(d) Where the animals are to travel by sea the sizes given in paragraphs 7 (b) 7(c) and shall be provided with perches at a height that will allow the tails of the animal to dangle free of the floor.</p> <p>(e) The bottom of the container shall be slatted to allow out-flow of excrement which can be retained in a tray inserted below the container.</p>
8.	Galago (Bushbabies)	<p>(a) The animal shall be crated singly or up to 4 immature in a cage.</p> <p>(b) Container shall be made at least 20 x 20 x 20 cm. in size or shall be made to allow for a space of at least 20 x 20 x 20 cm. for each animal</p> <p>(c) The bottom of the container shall be slatted to allow out-flow of excrement which can be retained in a tray inserted below the container.</p>



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B. BIRDS

Group No.	Container	Container Standards
1.	Quails Button Quails Small waders Babblers Thrushes Tits Finches Buntings	(a) Container shall be made at least 50 x 50 x 25 cm . size (b) Container shall be provided with a perch at least 3 cm from the door.
2.	Cuckoo Shrikes Pittas Small Francolins Love – birds Large weavers and Allies in size Warblers Orioles Shrikes Bulbuls Sudan dioch and allies In size Larks Wax bills and allies in size	(a) Container shall be made at least 50 x60x25cm in size (b) Container shall be provided with perch at least 3 cm in size. (c) Container shall be provided with soft lining to the inside of the roof.
3.	Small ducks Rails Fin –foot Plovers and allies in Size Sandgrouse Large owls Gulls	Container shall be made at least 50 x 60 x 25 cm in size
4.	Rollers Pigeons Turacos Gian: Kingfisher Small birds of prey Coucals Small owls Doves Parrots Bee eaters Wood-peckers Hoopoes Trogon Honey Guides	(a) Container shall be made at least 50 x 60 20 cm in size. (b) Container shall be provided with a perch at least 10 cm from the floor.

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	Broad bills	
5.	Ducks Thicknes Jacana Grebes	Container shall be made at least 50x60x20 cm. in size
6.	Francolins Guinea fowls	(a) Container shall be made at least 50 x 60 x x20 cm. in size (b) Container shall be provided with soft lining to the roof.
7.	Secretary Bird Herons Bitterns Storks Bustards Pelicans Cormorants Other large birds	(a) The animal shall be created singly (b) Container shall be made sufficiently large to allow in-mates complete freedom of turning and stretching their necks.
8.	Spoonbills Flamingo Cranes Egrets Ibises	(a) The animal shall be crated singly or up to 6 individuals when export is by air (b) Container shall be provided with soft lining under the roof. (c) Container shall be made sufficiently large to allow in-mates complete freedom of movement. (d) The floor shall be covered with canvas, Hessian or similar materials.
9.	Vultures Eagles	(a) The animal shall be crated singly (b) Container shall be made sufficiently large to allow in mates complete freedom of movement. (c) Container shall be provided with Perches at least 15cm from the floor.

**C. REPTILES AND AMPHIBIANS**

10.	Reptiles Agama All chameleon species Gecko Grass snake Lizards Water snake	(a) The container shall be made of wood, plywood, hardboard, expanded polystyrene/Styrofoam, water-resistant fibreboard, burlap, fine wire mesh, nylon or similar mesh. (b) The inner container or compartment must be large enough to allow the animal to lie in a natural position with enough space to avoid stacking. (c) A clearance of 3cm (1.2in) as height of the container is required to permit a good air flow over the animals. (d) If the inner container is divided into compartments the wall must be firmly fixed to the floor and/or sides in order to avoid collapse when the container is titled or turned upside down when loaded. (e) All partitions must have ventilation openings. (f) Specimens over 77cm (30in) must be packed individually. (g) Spiny lizards and adult geckos must be placed individual
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		compartments/container
11.	Chamelons	<p>(a) Require, sufficient crumpled paper to provide a foot hold as well as cushion to each animal.</p> <p>(b) Chameleons must be sprayed with warm fresh water at the time of packing.</p>
12.	Geckos	<p>(a) Geckos travel well with sufficient crumpled paper, but care must be taken not to occlude ventilation.</p> <p>(b) The bags containing geckos must be fastened so they do not knock into each other during transport.</p>
13.	Small lizards	Small lizards need dry leaves or moss to provide a foothold.
14.	Venomous reptiles	<p>(a) Venomous reptiles must be individually packed in Styrofoam containers placed within a wooden container</p> <p>(b) The species listed above must have, inner and outer containers marked "Poisonous" in letters of at least 25cm (1in) high as well as the "Live Animal" and "The Way Up" labels.</p> <p>Preparation before dispatch</p> <ul style="list-style-type: none"> <li>• It is recommended one specimen is packed per bag.</li> <li>• Air must be able to circulate around the bags within a container.</li> <li>• Where necessary, inorganic soft material must be placed in the container or bag to provide a foothold, e.g in the case of small lizards.</li> </ul> <p>General care and loading</p> <ul style="list-style-type: none"> <li>• Species must not be mixed or combined with other species in a single or compartment or container</li> <li>• Special care must be taken to avoid exposure to extreme temperatures. Particularly during cold weather, these animals lie dormant for prolonged periods and, therefore, must not be presumed dead.</li> </ul> <p>Warning</p> <ul style="list-style-type: none"> <li>• Containers must not be placed in direct sunlight or in draughty areas</li> <li>• Reptiles are cold blooded; metal which comes in direct contact with the animal, must not be used in the construction of the inner container.</li> </ul>
15.	Crocodile species	<p>(a) The container shall be made of wood plywood, metal, fine wire mesh, expanded polystyrene/Styrofoam, burlap or similar material.</p> <p>(b) Large amphibians and reptiles must be crated individually in containers that prevent movement</p> <p>(c) Smaller amphibians and reptiles up to 77 cm (30cm) can be</p>

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		<p>packed in parallel as small groups within the container.</p> <p>(d) Similar trays in container of 50 x 50 cm (19½ x 19½in ), are suitable for young Crocodiles (hatchlings)</p> <p>(e) Lizards up to 5cm (2in) tail base width can also be packed this way but there must be no more than 10 specimens per tray in order to prevent stacking.</p> <p>(f) Crocodiles must have their mouths tied with sealing tape and the blindfolded with sealing tape and be blindfolded with a soft material,</p> <p>(g) A temperature of 20C (68F) is optimum for most of these species.</p> <p>(h) Special care must be taken to avoid exposure to extreme temperatures. Particularly during cold weather, these animals lie dormant for prolonged periods and, therefore, must not be presumed dead</p> <p>(i) Containers must not be placed in direct sunlight or in draughty areas.</p>
16	Sea turtle species Terrapin species Tortoise species	<p>(a) The height of the box must allow the animals to move freely but prevent them stacking, there must be enough floor space for a single layer of specimen to occupy simultaneously without overlapping.</p> <p>(b) The container must consist of only one layer of horizontal compartments</p> <p>(c) A suitable mesh must be fixed under the lid over the specimens so that there is no danger of any escaping when the lid is teased.</p> <p>(d) Ventilation opening of a minimal 1cm must be placed in all four sides, the top and in any partitions within the container.</p> <p>(e) The openings must be screened from the inside with a fine nylon or similar mesh.</p> <p>(f) Outer container 68.6cm (27in) x 28cm (11in)x22.8cm (9in). Inner plastic , or similar “clam shell” type container with dimensions of 12.7cm (5in)x12.7 (5in)x4.5cm (1¾in).</p> <p>(g) There must be ventilation openings on all four sides and top of the container confluent with the openings of the inner container so that air can circulate throughout the whole interior of the outer container on all four side and lid.</p> <p>(h) The inner containers must have ventilation openings on all four sides and lid</p> <p>(i) Five individual specimens per plastic inner container when the carapace length is greater than 5cm (2in) but not more than 10cm (4in)</p> <p>(j) Aggressive species as noted above must be packed individually. Only specimens of the same species must be packed in any one outer container.</p> <p>Preparation before dispatch</p> <p>(a) Where necessary, suitable brushwood or similar material must be placed in the box</p> <p>(b) Terrapins and aquatic turtles must be packed in damp, not wet, soft non-toxic absorbent inorganic bedding to minimize injury.</p>

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

*GN. No. 382 (Contd.)*

		<p>Feeding and watering guide.</p> <p>(a) In case of more than one type of specimen per shipment, they must not be mixed or combined with other species of reptiles in a container or compartment of a container.</p> <p>(b) Only specimens of the same size must be loaded in the same container.</p> <p>© Special care must be taken to avoid exposure to extreme temperature.</p> <p>Particularly during cold weather, these animals lie dormant for prolonged periods and, therefore, must not be presumed dead.</p> <p>(d) On no account must unnatural hibernation be induced by loading the consignments in thermally controlled containers.</p>
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**OTHER ANIMALS**

Such container as the Director may approve

**D. GENERAL CONDITIONS**

- (1) Animals shall be enclosed in containers that are roomy and comfortable and if the animals are to travel by sea the containers must be large and stronger than those used for air transport.
- (2) Containers shall be strong with all nails and screws counter-sunk
- (3) Containers that shall stand on a deck and shall be provided with feet or bittens to allow space of at least 10 centimeters between the bottom of the container and deck.
- (4) Provision must be made in containers for inserting food and removing excrement without undue disturbance to the animals
- (5) Provision must be made for the animal to see outside but there must be a curtain which can be let down to give the animal privacy when necessary.
- (6) Roofs of containers that are not sheltered shall be made waterproof.
- (7) All containers shall adequately ventilated and protected from extremes of temperature.
- (8) Containers for birds that do not require padding under the roof shall be ventilated at the roof and one side.
- (9) Perching birds shall be provided with suitable perches.

FOURTH SCHEDULE

(Made under regulation 36)

PERMIT/CERTIFICATE No..... [check format against R12.3, Annex 2]

Original


EXPORT  
RE-EXPORT

IMPORT  
OTHER



CONVENTION ON INTERNATIONAL TRADE IN  
ENDANGERED SPECIES OF WILD FAUNA AND FLORA

	2 valid until
3. Importer (name address  3a. Country of import	4. Export/Re-exporter (name and address. Country)
	Signature of the applicant
5. Special conditions  For live animals, this permit or certificate is only valid if the transport Conditions confirm to the CITES guidelines for the non-air transport of live wild animals and plants or, in the case of air transport, to the IATA Live Animals Regulations	6. Name address, national seal/stamp and country of Management Authority The Director of Wildlife, Askari Road, Kilimani Street,P.O. Box 1351 40472 DODOMA, TANZANIA
5a. Purpose of the transaction (see Reverse) 5b Security stamp No.	
[this section differs from standard format in	10 Appendix 11.

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

GN. No. 382 (Contd.)

<i>R12.3]</i> 7/8 SCIENTIFIC NAME (genus and 9. Description of specimens, species) AND COMMON NAME including indentifying marks OF ANIMAL OR PLANT or numbers (age/sex if live)		Quantity No. and (including Source (see Quota Reverse)	11a Total exported unit)
7/8	9	10 11a	11
A 12 Country of origin . Permit No Date 12a Country of last re-export		Certificate No. Date of operation.. or Date of aquisition...	12b No
7/8	9	10 11a	11
B 12 Country of origin. Permit No Date 12a Country of last re-export		Certificate No. Date of operation.. or Date of aquitiion...	12b No
7/8	9	10 11a	11
C 12 Country of origin. Permit No Date 12a Country of last re-export		Certificate No. Date of operation.. or Date of [aquisition]...	12b No
7/8	9	10 11a	11
D 12 Country of origin. Permit No Date 12a Country of last re-export		Certificate No. Date of operation.. or Date of [aquisition]...	12b No
.Country in which the specimens were taken from the wild, bred in captivity or artificially propagated (only in case of re-export) ..Only for specimen of Appendix I Species bred in captivity or artificially propagated for commercial purposes ...For pre-Convention species.			
13. THIS PERMIT CERTIFICATE IS ISSUED BY		Security stamp, signature and	

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

*GN. No. 382 (Contd.)*

Place		official seal
Date		
14. EXPORT ENDORSEMENT		
15 Bill of lading /Air Way-bill Number		
Block	Quality	
A		
B		
C		_____
D		_____
Export	Date	Port of
		Signature Official stamp and title

29 CITES PERMIT/CERTIFICATE

No.....



*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

*GN. No. 382 (Contd.)*

TROPHY EXPORT CERTIFICATE

WF No. ....

**THE UNITED REPUBLIC OF TANZANIA**  
**JAMHURI YA MUUNGANO WA TANZANIA**

ORIGINAL

**TROPHY EXPORT CERTIFICATE**

HATI YA KUTOA NYARA NJE

FW 17A (Rev. 1982)

A No. ....

NOT TRANSFERABLE

FEE:

Isihawilishwe

Ada: 5,000/=

ISSUED TO: ..... OF ..... Imetolewa kwa ..... wa ..... .....	DATE OF ISSUE ..... Tarehe ya Kutolewa DATE OF EXPIRY ..... Tarehe ya kumalizika
THIS IS AN AUTHORITY TO EXPORT THE TROPHIES SPECIFIED HEREUNDER TO (NAME ..... AND ADDRESS ..... ..... Hii ni Idhini ya kusafirisha nyara zilizotajwa hapa ..... Kumpelekea (Jina na Anwani) :	FOR THE PURPOSE OF: Kwa ajili ya: ..... ..... ..... .....

S/N Nam ba	TYPE OF TROP HY Aina ya Nyara	QUANT ITY Kiasi	WEIG HT Uzani KG	GRA DE Daraj a	REGISTRA TION MARK Alama ya Usajili	CERTIFICATE OR OTHER AUTHORITY Hati au Ruhusa Nyingineyo			
						TY PE Ain a	No. Nam bari	PLA CE Mah ali	DA TE Tare he

SIGNATURE OF  
CONSIGNOR

DATED STAMP OF  
AUTHORISING OFFICE

For DIRECTOR OF  
WILDLIFE (MANAGEMENT

*Wildlife Conservation (Convention on International Trade in Endangered  
Species of Wild Fauna and Flora (Cites)) (Implementation)*

*GN. No. 382 (Contd.)*

Saini ya Mpelekaji

Muhuri Rasmi na Tarehe

AUTHORITY)

k.n.y Mkurugenzi, Idara ya  
Wanyamapori (Mamlaka ya  
Uongozi)

Note:	ZINGATIA
1. The validity of this certificate should not exceed 30 days from the date of issue;	1. Uhalali wa hati hii usizidi siku 30 tangu tarehe ya kutolewa.
2. This certificate must accompany the above specified trophies at all times until they reach the consignor	2. Hati hii lazima iandamane na nyara zilizotajwa, wakati wote hadi zitakapomfikia
3. Where the trophies to be exported are protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) trophy export certificate shall be issued by the Director himself. This proviso does not apply to manufactured trophies of weight less than 3kg or less than 10 articles of the same type when measured numerically.	3. Iwapo nyara zinazosafirishwa zinalindwa na Makubaliano ya Biashara Kimataifa Kuhusu aina ya Wanyama na Mimea iliyo katika hatari ya kutoweka (CITES), hati za CITES za kutoa nyara nje zitatolewa na Mkurugenzi mwenyewe. Sharti hili halihusu nyara zilizotengenezwa za uzito chini ya kg 3 au vitu vya aina moja visivyozidi 10 kwa kuvihesabu.

Dodoma,  
23 July, 2018

HAMISI A. KIGWANGALLA  
*Minister for Natural Resources and Tourism*

GOVERNMENT NOTICE No. 381 published on 3/08/2018

THE WILDLIFE CONSERVATION ACT  
(CAP.283)

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REGULATIONS

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*(Made under section 31 and 121(a))*

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THE WILDLIFE CONSERVATION (WILDLIFE MANAGEMENT AREAS)  
REGULATIONS, 2018

PART I  
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<i>Regulation</i>	<i>Title</i>
-------------------	--------------

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

*(a) Authorized Association Status*

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| 6. | Recommendation of authorized association and of community based organization. |
| 7. | Composition of authorized association.                                        |
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25. Composition of District Natural Resources Advisory Body.
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GOVERNMENT NOTICE No. 381 published on 3/08/2018

THE WILDLIFE CONSERVATION ACT  
(CAP.283)

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REGULATIONS

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*(Made under sections 31 and 121(a))*

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THE WILDLIFE CONSERVATION (WILDLIFE MANAGEMENT  
AREAS), REGULATIONS, 2018

PART I  
PRELIMINARY

- |                |                                                                                                                                                                                                                  |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Citation       | 1. These Regulations may be cited as the Wildlife Conservation (Wildlife Management Areas) Regulations, 2018.                                                                                                    |
| 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; |
|                | “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 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;
- “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 under section 70 of the Act;
- “quota” means a number of wild animals set by the Director to be hunted or captured in a given period;
- GN. No. 229  
of 2010 “resident hunting license” shall have the same meaning as ascribed to it under the Wildlife Conservation (Resident Hunting) 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;
- GN. No. 414  
of 2015 “tourist hunting” shall have the same meaning as ascribed to it under the Wildlife Conservation (Tourist Hunting) Regulations, 2015;
- “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 utilise 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; and  
“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  
n  
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 organization established under sub-regulation (1) shall have a Constitution in the form set out 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 a :

- (a) certified copy of the minutes of the Village Assembly meeting approving the formation of a Wildlife Management Area;
- (b) copy of the constitution of the community based organization;
- (c) duly completed wildlife management area information data sheet in the format set out in the Second Schedule to these Regulations;
- (d) certified copy of the certificate of registration or incorporation of a Community Based Organization;
- (e) land use plan of the village approved by the appropriate authorities;
- (f) signed joint village land use agreement;

- (g) boundary description of the proposed Wildlife Management Area, its size, name and a sketch map; and
- (h) resource management zone plan which shall serve as an interim plan prior to the preparation of a general management plan.

Recommendation of authorized association and of community based organization

6.-(1) The Director shall, upon receiving an application for Authorized association status, issue an acknowledgement letter 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 applicant 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.

Composition of Authorized Association

7. (1) An Authorized Association established under these Regulations shall be composed of the following-

- (a) representatives from villages forming the wildlife management area who shall possess a minimum qualification of ordinary level secondary education;
  - (b) an employed secretary who shall possess a minimum qualification of a diploma in administration or conservation with a minimum experience of three years ; and
  - (c) an employed accountant who shall possess a minimum qualification of a diploma in accounts, a recognised professional certification by NBAA entitling him to handle the accounts of the Authorized Association.
- (2) An authorized association may for the proper

management of the activities of the Association, recruit such other employees in accordance with guidelines issued by the Director.

Appeals

8.-(1) The Director may reject an application made by a community based organization if he is dissatisfied with the application.

(2) The community based organization that is dissatisfied by the decision of the Director to reject an application may, within fifteen days upon receipt of the rejection letter, appeal to the Minister in writing.

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

(4) 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

9.-(1) Wildlife management area may be established in an area -

- (a) outside of core protected areas;
- (b) which is used by local community members; or
- (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 may 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; and
- (d) it belongs to one or more villages in accordance with the relevant provisions of the law governing village land, and other legislation that relates 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 prescribed in the fifth schedule.

Management  
of Wildlife  
Management  
Area

10.-(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.

Designation  
of wildlife  
management  
area  
Cap. 114

11.-(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 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 newspaper and public notices within the respective District.

Requirements  
for  
application  
of wildlife  
management  
area status

12. An application for the establishment of a wildlife management area shall be accompanied by 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 registration or incorporation of a Community Based Organization; and
- (d) a Land Use Plan of the village approved by the appropriate authorities.

Information  
on approval

13.-(1) The Director shall, within fourteen days after receipt of an application for designation of a wildlife management

or  
disapproval

area, determine the application and forward it to the Minister for approval and declaration.

(2) The Minister shall, within twenty one days from the receipt of the Director's recommendation-

(a) issue a declaration in the manner prescribed in regulation 14; or

(b) issue 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 shall, within fourteen days, 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

14.-(1) The Minister shall, upon approval of an application under regulation 13, 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 authorisation as prescribed in the Third Schedule to these Regulations.

(4) The Director shall, upon the publication of a declaration Order with respect to the wildlife management area, grant a wildlife resources user right to the Authorized Association.

Concurrent  
declaration  
of wildlife  
management  
area and  
authorized  
association

15. 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

16.-(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



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the Director.

Application  
of laws  
relating to  
land

17. Notwithstanding the provisions of the Act, these 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

18. 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) preparing 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 Minister from time to time;
- (f) initiating 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) promoting 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

19. 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 ,as the case may be, the Ngorongoro Conservation Area Authority or 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) during 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 that relates to the utilisation 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 that forms 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) to prepare and submit to the Director and Director

General of Tanzania Wildlife Management Authority quarterly, bi-annual and annual report of the conservation activities in the wildlife management areas;

- (o) collaborate with relevant authorities to promote control of problem animals;
- (p) keep Government trophies in safe custody;
- (q) manage finances according to the laid down procedures;
- (r) maintain proper records and provide quarterly and annual reports to Village Assembly meetings;
- (s) issue permits for utilisation of wildlife resources in a Wildlife management area in accordance with the Act and the Regulations made under the Act;
- (t) recruit and provide necessary training to its staff;
- (u) liaise with other institutions for information and technology 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

be to-

- 20.-(1) The responsibilities of Village Game Scouts shall
- (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 utilisation;
  - (d) collect and store basic information and data for the purpose of wildlife monitoring;
  - (e) to report immediately to the respective zonal commander any found trophies and trophies from

- problem animals;
- (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

21. A person shall be recruited as a village game scout if 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 physically fit;
- (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 punishable for imprisonment for a term exceeding six months.

Designation of village game scouts as authorized officers

22.-(1) The village game scout employed by an authorized association shall be designated as an 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.

Responsibilities of District Council

23. For the purpose of implementing 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, as the case may be, Tanzania National Parks or 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 out its functions;
- (d) link the authorized association and the director on issues specified in these Regulations;
- (e) receive the audit report of the authorized association and ensure implementation of the recommendations from the report;
- (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; and
- (k) issue resident hunting license to authorized association.

Establishment of District Natural

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

Resources  
Advisory  
Body

Compositio  
n of District  
Natural  
Resources  
Advisory  
Body

25.-(1) The District Natural Resources Advisory Body shall comprise of -

- (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) a representative of Authorized Association Consortium;
- (k) a District Livestock Officer;
- (l) a District Planning Officer;
- (m) three representatives of the Authorized Associations; and
- (n) 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.

(2) Where a wildlife management area comprises of more than one District the members mentioned under sub regulation (m) shall decide who will sit on the Board.

(3) The allowances and expenses for the meetings of the District Natural Resources Advisory Body shall be paid by the District Executive Director from revenues obtained by the District Council from consumptive and non-consumptive activities in accordance with these Regulations.

(4) Notwithstanding sub regulation (3), where allowances

are to be paid in any meeting of the District Natural Resources Advisory Body, 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) The District Natural Resources Advisory Body shall meet at least twice a year.

(6) A co-opted member shall have no voting rights.

Functions  
of District  
Natural  
Resources  
Advisory  
Body

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

- (a) act as a forum of conflict 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 Resources 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  
Director

27. The responsibilities of a Director shall be as follows to

- (a) facilitate the initiation process for the establishment of wildlife management areas;
- (b) facilitate the process of declaration of wildlife management areas;
- (c) oversee conservation activities in wildlife management areas;
- (d) participate in the entire process of negotiation and signing of agreements between authorized associations and potential investors;
- (e) approve consumptive and non-consumptive use in the Wildlife management areas;

- (f) to review the quarterly, bi-annual and annual reports prepared by authorized associations and advise them accordingly;
- (g) to act as a forum for settlement of disputes between authorized association, Tanzania Wildlife Management Authority, Tanzania National Parks and the Ngorongoro Conservation Area Authority;
- (h) develop a syllabus and setting standards for training Village Game Scouts in all institutions providing training in wildlife conservation;
- (i) support resource monitoring and inventory;
- (j) facilitate development activities;
- (k) support capacity building of authorized association, training of villagers, community based organizations, district councils and village game scout;
- (l) monitor and evaluate development trends;
- (m) support anti-poaching activities;
- (n) determine the continuation of a Wildlife Management Area; and
- (o) collect and distribute fees to relevant authorities in accordance with the Act and benefit sharing formula prescribed under these Regulations;
- (p) carry out such other activities as may be directed by the Minister.

Responsibilities of  
Director  
General  
Tanzania  
Wildlife  
Management  
Authority

28. The responsibilities of a Director General Tanzania Wildlife Management Authority shall be as follows to -

- (a) enter into contractual agreements or memorandum of understanding with authorized associations on the management of wildlife management areas;
- (b) oversee the performance of Authorized Associations in the management of Wildlife Management Areas;
- (c) set and allocate animal quota;
- (d) provide support in the protection and utilization of natural resources;
- (e) facilitate development activities;
- (f) support anti-poaching activities;
- (g) support capacity building of authorized associations, training of villagers, community based organizations,



- district councils and village game scout;
- (h) to review the quarterly, bi-annual and annual reports prepared by authorized associations and advise them accordingly;
- (i) support problem animal control;
- (j) provide wildlife conservation education and extension services to create public awareness.

Establishment and functions of consortium

29.- (1) There is established a consortium of authorized associations.

(2) The consortium of authorized associations shall, for the purpose of these Regulations, have the following functions -

- (a) serve as an apex body for all authorized associations;
- (b) serve as a national platform for authorized associations to articulate their views and concerns among themselves and different stakeholders;
- (c) facilitate the initiation process for the establishment of wildlife management areas;
- (d) support sustainable utilisation of wildlife management areas resources;
- (e) solicit funds for natural resource management activities in the Wildlife Management Areas;
- (f) represent the views of Authorized Associations in different *fora*;
- (g) provide technical advice, support and tools to authorized associations;
- (h) facilitate preparation of by-laws;
- (i) undertake capacity building;
- (j) prepare and publish annual financial journals of all authorized Associations;
- (k) ensure that the accounts of the authorized association are audited in accordance with regulation 75; and
- (l) collaborate with law enforcement agencies in the protection of natural resources.

Responsibilities of TANAPA and NCAA

30. The Tanzania National Parks, the Ngorongoro Conservation Area Authority, Tanzania Wildlife Management Authority where applicable shall upon consultation with the Director or upon receiving directives from the Minister undertake 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  
Organizations  
and the  
private  
sector

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

- (a) facilitate establishment of wildlife management areas in collaboration with the Director, TANAPA, NCAA and the District Council;
- (b) collaborate with the Director and District Councils in supporting management of wildlife management areas;
- (c) support villages in preparing Land Use Plans, Resource Management zone plans and general management plans;
- (d) provide technical advice to authorized associations;
- (e) facilitate preparation of bye-laws;
- (f) undertake capacity building to villagers, community based organizations, village game scout and other institutions that supports wildlife management area;
- (g) collaborate with law enforcement agencies in protection of natural resources.

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

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

- (a) enter into investment agreements on resource utilisation in the wildlife management area;
- (b) promote and support authorized association in developing best practices on resource utilisation;
- (c) participate in investments and development

- initiatives of the authorized associations;
- (d) market and promote resources of the wildlife management area;
- (e) collaborate with law enforcement agencies in the protection of natural resources; and
- (f) pays authorized associations and the Government dues fully and promptly.

Conflict of  
interest

32.-(1) A member of the Board of Trustees, an employee of the Authorized Association, Authorized Association Consortium, District Natural Resources Advisory Body and the representative of the Director shall -

- (a) not involve himself in the discussion, consideration, decision on any contract in which he has any direct or indirect pecuniary or personal interest.
- (b) in the performance of his duties have regard to the law relating to conflict of interest and disclose his interest in contracts or other matters, which are the subject of consideration.

(2) For purposes of enhancing public confidence, a member of the Board of Trustees, an employee of the authorized association, authorized association consortium, District Natural Resources Advisory Board and the representative of the Director shall observe the highest standards of behavior in their day to day duties, and shall comply with the provisions of the law that relates to conflict of personal or pecuniary interests in enforcing the provisions of these Regulations.

PART IV  
MANAGEMENT OF WILDLIFE MANAGEMENT AREAS

Wildlife  
managemen  
t areas  
tools

33. 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.

Preparation  
of a Village  
Land Use  
Plan  
Cap. 116

34.-(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 villages forming a Wildlife Management Area shall execute a Joint Land Use Agreement in the form prescribed in the Fifth Schedule to these Regulations.

Preparation  
and  
approval of  
general  
managemen  
t plan

35.-(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 Director shall approve and publish a notice of the General Management Plan.

Submission  
and  
approval of  
resource  
managemen  
t zone plan

36.-(1) An authorized association may prepare a resource management zone plan in accordance with the seventh schedule to these Regulations as an interim measure before the general management plan is in place.

(2) An authorized association shall submit a resource management zone plan to the Director for approval.

(3) Upon approval of the resources management zone plan by the director, the authorized association shall prepare a Strategic Plan and Business Plan to ensure efficient and effective management and utilization of wildlife resources.

Monitoring  
of resources

37. An authorized association shall monitor basic resource in the Wildlife Management Area 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

38.-(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 may, in consultation with the Director and the District Council, enter into contracts or agreements with investors for the purpose of utilizing the wildlife resources.

(5) The Chairman of the Board of Trustees 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 authorized association, the user right shall remain under the authorized association.

Withdrawal  
of user  
rights

39. The Director shall, within thirty 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

40.-(1) An authorized association may, subject to the approval of the Village Assembly, surrender its user rights to the Director.

(2) Subject to regulation 39 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

41. 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 three quarters of members in an authorized association terminates their membership in an authorized association;
- (c) upon the withdrawal or surrender of a user right;
- (d) for such other reason specified under these Regulations.

Revocation

42.-(1) The Minister shall, on the basis of regulations 40

of an order  
for the  
establishme  
nt of  
wildlife  
managemen  
t area

and 41 and upon the advice of the Director, revoke a wildlife management declaration 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

43.-(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 utilisation to the Director within thirty days before the end of the hunting season.

(4) The Director shall respond to the request for animal off-take quota within 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

44.-(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 under section 44(2) of the Act.

(3) The authorized association shall, subject to the sub regulation (1), ensure that the hunting company does 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  
Authorized  
Association

45.-(1) Hunting for meat by an authorized association shall-

(a) be carried out under the supervision n of a District Game Officer.

(b) utilize the off-take quota issued to the Authorized Association.

(c) be conducted during the hunting season.

Utilization  
of  
Resources

46.-(1) The utilization of resources other than wildlife resources 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-  
consumptiv  
e and  
consumptiv  
e utilization

47.-(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.

Gn. No.  
181 of 2016

(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, 2016.

Non-  
consumptive  
tourism  
GN. 181 of  
2016

48.-(1) Authorized associations shall conduct non-consumptive tourism activities in a wildlife management areas in accordance with the Wildlife Conservation (Non-Consumptive Wildlife Utilization) Regulations, 2016 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 other relevant laws.

(3) The income generated from non-consumptive wildlife utilization activities in a wildlife management area shall be shared as follows:

- (a) 65% shall be directed to the authorized association managing the wildlife management area.
- (b) 25% shall be directed to the Tanzania Wildlife Management Authority; and
- (c) 10 % shall be directed to the District Council.

Setting of  
concession,  
block and  
game fees

49.-(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 52 (8) and 55 (9).

Sale of

50. An authorized association shall not, for commercial



Game Meat purposes, sell game meat without a valid Trophy Dealers License issued under the Act.

Restriction on introduction and re-introduction of species 51. A person shall not introduce or re-introduction of any non-indigenous species of wildlife, bees, trees or fish in wildlife management areas unless a written approval of a competent authority in accordance with written laws is obtained.

Resident Hunting 52.-(1) An authorized 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 44.

(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.

GN 229 of 2010 (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 53. 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

54.-(1) Authorized Association may form a Tender Evaluation Committee whenever the appointment of investor is conducted by tendering procedure.

(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, representative of the Director and a representative of the Authorized Association Consortium and may co-opt advisors.

(3) A Tender Evaluation Committee shall regulate its own proceedings 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

55.-(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 authorized association intending to select potential investors for tourism hunting blocks shall advertise the hunting blocks in a widely circulated local newspaper.

(3) The Authorized Association together with the representatives of the Director and the District Council shall scrutinize and assess tourist hunting companies that intend to operate in a Wildlife Management Area in accordance with the criteria as prescribed in regulation 9 (2) of the Wildlife Conservation (Tourist Hunting) Regulations, 2015 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 execute an investment agreement with the successful tourist hunting company.

(7) An investment agreement to be executed 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 in a manner 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,

GN 414 of  
2015

Provided that no renewal shall be made unless the applicant has attained a minimum score as prescribed in the Wildlife Conservation (Tourist Hunting) Regulations,

GN 414 of  
2015

(11) Offences under Part V of the Wildlife Conservation (Tourist Hunting) Regulations, shall apply *mutatis mutandis* to offences committed within a wildlife management area.

Designation  
of a hunting  
block in a  
wildlife  
managemen  
t area

56.-(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 when approving the resource zone management plan.

Problem  
animal  
control

57.-(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 shall, in collaboration with the District Council, 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 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 remain to be the property of the Government.

Live animal  
capture  
GN 244 of  
2010

58.-(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 may 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  
produce  
Cap 323

59.-(1) Forest produce in wildlife management areas shall be utilized 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 harvests forest produce without a permit in 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

60.-(1) Bee products in wildlife management areas shall be utilized 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

61.-(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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2016

(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, 2016.

(4) Village game scouts shall, with the assistance of the fisheries officers, supervise utilisation of fish resources and products in wildlife management areas.

Grazing and  
cultivation  
in wildlife  
managemen  
t areas

62. (1) Grazing in the wildlife management areas shall be regulated in accordance with the land use plan, the resource management zone plan or the general management plan, guidelines or circulars issued under regulation 76 of these Regulations and the bye-laws prepared in accordance with section 31(4) of the Act.

(2) Any person shall not use any land within any part of a wildlife management area for the purposes of crop cultivation.

Mining

63.-(1) Any person authorized to operate within the wildlife management area may extract minerals in wildlife management areas, provided that:

Cap. 191

- (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;
- (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

64.-(1) A person who intends to undertake any business investment in wildlife management areas shall seek authorization from an authorized association

(2) The procedure for selecting and authorization of business investment in a wildlife management Area shall be in a manner prescribed under regulation 53.

(3) An investment and development agreement in a wildlife management specified under these regulations shall be limited to the following terms-

- (a) in the case of tourist hunting, for the term prescribed in the Wildlife Conservation Act or the Wildlife Conservation (Tourist hunting) Regulations, 2015;
- (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.

Cap. 283  
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2015

Cap 114 (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 (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).

Cap 191 (4) A prospective development and investment activities shall be subject to environmental impact assessment in accordance with 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 to withdraw 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 lawful 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

65.-(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.

Cap. 38

(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.

Joint  
Venture  
Management  
Committee

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

(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.

Concession  
s

67.-(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

68.-(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.

Cap. 15

(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 management area and their Constitution does not provide for the mode of dispute settlement, the District Natural Resources Advisory Board shall mediate the parties before resorting to other legal remedies.

PART VIII  
OFFENCES AND PENALTIES

Offences  
and penalty

69. 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.

Revenue  
accrued  
from  
compoundi  
ng of  
offences  
Caps

70. Revenues accrued from the compounding of offences under the wildlife management areas in accordance with the Wildlife Conservation Act, the Forests Act, the Fisheries Act and the Bee keeping Act shall be utilized for the protection and management of wildlife management areas.

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283,323,  
279 and 224

PART IX  
MISCELLANEOUS

Cooperation  
in  
enforcement

71. 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

72.-(1) Benefit sharing in wildlife management areas shall comply with circulars issued by the Minister 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

73.-(1) An authorized association shall be responsible for the financial management of the revenues accrued from the different forms of resource utilization.

(2) For the proper management of revenue accrued from different forms of resources utilization, the Authorized Associations shall prepare a summary of the financial report to be placed in a conspicuous place at the authorized association offices and the offices of the village councils forming the wildlife management area.

Budget and  
Action Plan

74.-(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.

(3) An authorized association shall serve copies of approved budget, Action Plan and quarterly implementation reports to the Director, the District Natural Resources Advisory Board and the authorized association consortium.

Auditing

75. (1) The funds of the Authorized Associations shall be annually audited by the Auditors from the respective District Council, 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.

(2) The Director General of Tanzania Wildlife Management Authority may appoint independent Certified Audit firm to audit finances of the authorized associations.

(3) The Director General of Tanzania Wildlife Management Authority shall upon receipt of the audited finances of the Authorized Associations submit them to the respective Board of Trustees together with his recommendations for implementation of the recommendations therein.

Guidelines

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

Director to  
keep  
registers

77. 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  
,

78. The Schedules to these Regulations may, with the

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modification n or alteration of Schedules	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	79. 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 <i>Gazette</i> and in any other manner and form as will enable citizens of Tanzania to gain access to that translation.
Conflict of interpretatio n	80. 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. 206 of 2012	81. The Wildlife Conservation (Wildlife Management Areas) Regulations, 2012 are hereby revoked.

—  
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 CWMA location]. [insert name of

*Association*] shall comply with all the laws of the United Republic of Tanzania as well as all regulations, 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 CWMA]* as residents in the registered village (s) of:

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

*(insert all the names of the registered villages forming CWMA)*

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

*The Wildlife Conservation (Wildlife Management Areas)*

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Article X - Elections

1. Voting Eligibility

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

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SECOND SCHEDULE

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WILDLIFE MANAGEMENT AREA

INFORMATION DATA SHEET

*(Made under Regulation 5(c))*

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A: General Information

1. Identity of the Community Based 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. ....

2. Participating Villages

Name	Size	Registration	Registration	Land	Location of the Village				
e	(Square	n Number	n Date	Use					
	(Kilometre			Plan					
	s			(Yes/N	War	Divisio	District	Regio	
				o	d	n	t	n	

3. Wildlife Management Area

Name ..... Size (Square Kilometres) .....

Location

S/No.	Name of Ward(s)	Name of	Name of	Name of
		Division(s)	District(s)	Region(s)

- 1.
- 2.
- 3.
- 4.
- 5.

4. Partners

Initiating Organization

Name ..... P.O. Box Number ..... Post Office .....  
District ..... Region ..... Phone Number .....  
Office location (Street name, Building name) .....  
Type of Registration ..... Registration Date: .....

B: Socio-economic Information [1]

1. Number of people currently living in the village: .....



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- Population growth rate: .....
2. Density of human population (No/km<sup>5</sup>) .....
3. Number of households .....
4. Number of people by age groups 0-5                      5-15      16-30      31-50      > 50
5. Major economic activities in the villages
1. ....
2. ....
3. ....
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

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(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. ....
  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  
\_\_\_\_\_

Form No. \_\_\_\_\_

..... TFN No. ....

WILDLIFE MANAGEMENT AREA

The Wildlife Conservation Act, 2009

(No. 5 of 2009)

*(Made Under Regulation 14 (3))*

Certificate of Authorization

I hereby declare that ..... Community Based Organization 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

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KITAMBULISHO CHA ASKARI WANYAMAPORI WA KIJILI

*(Zimetengenezwa chini ya Kanuni ya 22(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 9(3) and 34(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 other's 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.
- (6) The Joint Land Use Agreement shall contain a provision that restricts member Villages from terminating the contract where it is not in the public interest.

SIXTH SCHEDULE

WILDLIFE MANAGEMENT AREA

GENERAL MANAGEMENT PLAN

*(Made Under Regulations 35(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).*

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- 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 CWMA*)
  - 2.2 Location, boundaries and area. (*Description location of the CWMA), 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 CWMA*).
  - 2.8 Income of the CWMA (*Description of sources and trends*).
  - 2.9 Socio-economics (*Description with reference to communities surrounding the CWMA 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 CWMA*)
  - 3.3 Significance (*Description of importance of the CWMA 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.*).
- 6.3 Proposed studies and plans (*Describe studies associated with identified strategies that need to be carried out*).
- 7: MANAGEMENT ZONING

## *The Wildlife Conservation (Wildlife Management Areas)*

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*(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 36(1))*

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.



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- (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 37)

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) .....

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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 .....

## *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 jumuisha 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 CWMA.
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 kwanz a la Jangili	Jin a la Pili	Jina Lingin e	Tarehe ya kuzaliw a	Jinsi a	Kijiji anapoish i	Kiongozi wa Mtaa/Baloz i	Anuan i ya Posta	Menginey o
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Maelezo ya makosa

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

Nyaraka zilizokamatwa

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

Silaha zilizokamatwa

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

Vitu vingine vilivyokamatwa

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

Vifungu vya Sheria ya Wanyamapori (WCA) vilivyotumiwa

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

Hatua zilizochukuliwa

Namba ya Fomu ya kukiri makosa

.....

Kituo cha Polisi walipopelekwa

.....

Faini aliyotozwa ..... Namba ya Kesi ya Polisi

.....

Mahakama aliyopelekwa

.....

Maelezo ya hukumu iliyotolewa ..... Tarehe ya hukumu

.....

.....

.....

.....

.....

C: Matukio ya Wanyamapori Waharibifu na Hatari

Wilaya/Authorized Association.....

Tarehe	Eneo	Idadi ya	Aina ya wanyamapori	Uharibifu wa
--------	------	----------	---------------------	--------------

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Mnyamapori waliouawa/kujeruhi/kufukuzwa/ Mazao/Mifugo/Bina  
damu

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 Mkurugenzi wa Idara ya Wanyamapori

NINTH SCHEDULE

Wildlife Management Area

User Right

*(Made Under Regulation 38(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 CWMA;

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

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

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. ....

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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 wave 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 CWMA 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:

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

*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

*The Wildlife Conservation (Wildlife Management Areas)*

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With the Common Seal of

..... (Name of AA) by

..... (Name of Authorized Officer of the AA)

at ..... (Name of place/town)

This ..... day of ..... 200.....

Name: ..... (Authorized Officer)

Position in AA .....

AA

SEAL

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)

this ..... day of ..... 200.....

DIRECTOR'S

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 52 (7))

Jina la Chama kilichopewa Mamlaka.....

Ukurasa Na....

Jina la CWMA.....

Tar	Na	Na	Tareh	Jina	Nam	Idadi	Ain	Aina	Aina	Ma	Sahihi ya
ehe	mba	mb	e	la	ba	ya	a na	na	na	elez	A
Tar	ri ya	a	leseni	mwi	ya	wasin	Na	idad	idadi	o	f
ehe	Kib	ya	ilipot	ndaj	kadi	dikizaj	mb	i ya	ya		i
/	ali	Les	eolew	i	ya	i	a ya	wan	wanya		s
mw		eni	a		mwi		bun	yam	ma		a
ezi/					ndaj		duk	a	walio		
mw					i		i		windw		w
aka									a/		a
									kujeru		
									hiwa		A

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A

ELEVENTH SCHEDULE

Wildlife Management Area

Format for Investment Agreement in Wildlife Management Area

*(Made under Regulation 55 (7) and 64(8))*

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 CWMA”) 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 CWMA/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 CWMA 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 m<sup>2</sup> 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 Authorized 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 CWMA 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 CWMA 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 CWMA.
- 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 CWMA.
- 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 CWMA in accordance with the law.
- ii. Not 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 USS ..... (*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 CWMA 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 resolutive 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 of .....years (*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 fulfil 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 5<sup>th</sup> 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.

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- 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 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



*The Wildlife Conservation (Wildlife Management Areas)*

*GN. No. 381 (Contd.)*

---

.....  
(Name of place/town)  
This ..... day of ..... 2010  
Name : ..... (Authorized Officer)  
Position in AA : .....  
Signature : .....

SEAL

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  
.....  
(Name of place/town)  
This ..... Day of ..... 2010

SEAL

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 55(9))

		TAWA	WMA	DC	TR
1	Block fee	25%	75%	0	0
2.	Game fee	25%	55%	10%	10%
3.	Conservation fee	25%	45%	5%	25%
5	Observers fee	25%	60%	5%	10%
6	Permit fee	25%	30%	5%	40%

\* 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 74(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 indicator)	Maelezo (Remarks)
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B. Financial Reporting Format

AA: ..... QUARTER ENDING: .....

D/COUNCIL: .....

*The Wildlife Conservation (Wildlife Management Areas)*

*GN. No. 381 (Contd.)*

BUDGET		CURRENT	YEAR
FOR YEAR		QUARTER	DATE
<u>TO DATE</u>			
		TSHS	TSHS
1.	TSHS 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 .....

1. ASSETS: 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 CWMA, 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

Dodoma,  
23 July, 2018

HAMISI A. KIGWANGALLA  
*Minister for Natural Resources and Tourism*