

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



MEMORANDUM OF UNDERSTANDING

TO

**COOPERATE IN MONITORING PROJECTS FUNDED BY
TANZANIA FOREST FUND**

BETWEEN

MINISTRY OF NATURAL RESOURCES AND TOURISM

AND

**PRESIDENT'S OFFICE REGIONAL ADMINISTRATION
AND LOCAL GOVERNMENT**

MAY, 2016

BACKGROUND

Tanzania Forest Fund (TaFF) is a conservation Trust Fund established under sections 79 - 83 of the Forest Act No.14 of 2002 as a mechanism to provide long term, reliable and sustainable funding support to conservation and management of forest resources in the country. The Fund operates as a not-for profit government organization and was made operational in July 2011.

Tanzania Forest Fund operates throughout mainland Tanzania and provides financial support (through awards of grants) to beneficiaries committed to interventions geared towards fostering conservation and management of forest resources. The Fund offers grants in three priority areas, which include: (i) forest resource protection, conservation and management (ii) improvement of community livelihoods and (iii) applied and adaptive research on conservation and management of forest resources. Increasingly, the grants offered by Tanzania Forest Fund are differentiated by the total amount, eligible beneficiaries and duration of projects implementation. The numbers of beneficiaries who receive TaFF grants increase every year and are scattered all over the country, but the number of the Tanzania Forest Fund's staffs who manage and monitor implementation of TaFF funded projects are few. For instance, from July 2011 to June 2015, a total 248 projects have been funded by Tanzania Forest Fund. While these TaFF funded projects are scattered in almost all regions of Tanzania Mainland, the Fund has two Programme Officers who are supposed to manage and monitor all funded projects. As such, monitoring of TaFF funded projects is not timely done.

In response to this situation, and to improve monitoring of TaFF funded projects, the Ministry of Natural Resources and Tourism (MNRT) and the President's Office Regional Administration and Local Government (PORALG), agreed to establish a common framework under which both parties shall work towards improving management and monitoring of TaFF funded projects.

Therefore, it has been agreed by MNRT and PORALG to develop Memorandum of Understanding (MoU) which would stipulate responsibilities of each party and areas that need joint actions for effective monitoring of TaFF funded projects.

THE MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "the MoU") is entered into this²⁶... day of^{MAY}....., 2016,* between Ministry of Natural Resources and Tourism of P.O. Box 9372, , Dar Es Salaam (hereinafter referred to as ("MNRT") on one part,

And

The President's Office Regional Administration and Local Government (hereinafter referred to as "PORALG") of P.O Box 1923 Dodoma of the other part.

PREAMBLE

WHEREAS MNRT has established Tanzania Forest Fund as a sustainable financial mechanism of which one of its functions is to provides financial support (through awards of grants) to beneficiaries committed to interventions geared towards conservation and management of forest resources.

AND WHEREAS; PORALG has responsibilities of coordinating all projects and activities implemented by LGAS and LGAs has responsibilities of managing and making follow up (monitoring) of all projects and activities implemented in their areas of jurisdiction.

AND WHEREAS; Tanzania Forest Fund intends to delegate activities related to monitoring of TaFF funded projects to LGAs. As such, TaFF will use Technical Staff from LGAs trained during training of trainers (ToTs) to monitor TaFF funded projects which are implemented in LGAs' areas of jurisdiction.

THEREFORE; the Parties agreed to cooperate in monitoring of TaFF funded projects for the purpose of improving project implementation.

ARTICLE 1
OBJECTIVE

The objective of this MoU is to establish formal cooperation for effective monitoring of projects funded by Tanzania Forest Fund.

ARTICLE 2
MUTUALITY

1. The Parties under this MoU shall endeavour to support their missions, aims and objectives that are complementary and compatible.
2. Each Party retains the right to adopt and pursue its own internally decided practices towards sustainable forest management.
3. Nothing in this MoU shall be construed to allow internal and external practices to undermine those of the other Party.

ARTICLE 3
RESPONSIBILITIES OF PARTIES

3.1 Joint responsibilities

1. Each Party commits to support the implementation of this MoU.
2. Each Party will ensure information sharing concerning TaFF funded projects.

3.2 Responsibilities of PORALG

1. Through RSs, ensure that LGAs implement delegated activities in relation to this MoU.
2. Through RSs, ensure that LGAs are timely conducting monitoring of TaFF funded projects in a responsible and transparent manner.
3. Through RSs, ensure that LGAs use trained technical staff to undertake monitoring of TaFF funded projects.
4. Through RSs, ensure that LGAs use technical staff trained by TaFF to facilitate formation of community groups, assist their registration and assist them to write project proposals using TaFF format.

5. Through RS, ensure that LGAs use technical staff trained by TaFF to provide technical support to TaFF grantee during project implementation and report writing.
6. Through RS, ensure that LGAs appoint technical staff (among the staff training by TaFF) to coordinate all delegated activities under this MoU.
7. Through RS, ensure that LGAs timely submit to TaFF reports regarding all delegated activities under this MoU.

3.3 Responsibilities of MNRT

1. Ensure that TaFF prepares and share with LGAs format be used for conducting monitoring of TaFF funded projects and format for preparing monitoring reports.
2. Ensure that TaFF provides technical support to LGAs to facilitate implementation of delegated activities under this MoU particularly monitoring of TaFF funded projects.
3. Ensure that TaFF provides financial support to LGAs to facilitate implementation of delegated activities under this MoU particularly monitoring of TaFF funded projects.
4. Ensure that TaFF conduct internal reviews, evaluations and/or audits of delegated activities under this MoU particularly monitoring of TaFF funded projects.
5. Ensure that TaFF continue to train technical staff from LGAs to facilitate implementation of delegated activities under this MoU particularly monitoring of TaFF funded projects.
6. Ensure that TaFF conduct monitoring of TaFF funded projects any time whenever deemed necessary.

ARTICLE 4

IMPLEMENTATION STRATEGY

1. Each Party will appoint a Desk Officer to be responsible for all routine liaisons within the scope of the agreement.
2. Each Party will be empowered to make decisions on all relevant issues of routine

technical nature within the scope of work as outlined in Article 3.

**ARTICLE 5
FINANCIAL SCOPE**

1. Financial scope under this MOU shall be limited to implementation of delegated activities under this MoU particularly monitoring of TaFF funded projects.
2. Any funds raised or obtained from any sources not defeating the objectives of this MoU will be utilized to promote the objective of the MoU.

**ARTICLE 6
DURATION**

Subject to the provisions of Article 8(1); the duration for this MoU will be five years from the date of signature and can be renewed upon mutual agreement of both Parties.

**ARTICLE 7
CONFIDENTIALITY**

It is agreed by the Parties that any information declared by the Parties to be confidential will not be disclosed to a third Party.

**ARTICLE 8
ENTRY INTO FORCE, AMENDMENTS, EXTENSION
AND TERMINATION**

1. This MoU shall come into effect on the date of its signing by both Parties. It will remain in force for a period of five (5) consecutive years subject to Article 6 of this MoU, after which it may be reviewed by both Parties and may be extended, modified or unmodified in substance, for further period by mutual agreement.
2. This MoU may be terminated by either party by giving the other party a written notice of termination of not less than 60 days.
3. It is the obligation of each Party to inform the other party when circumstances change.

**ARTICLE 9
DISPUTE SETTLEMENT**

Any dispute or differences which may arise between the parties with regard to the interpretation or application or as to the rights or obligations of either Party or otherwise in connection with this MoU shall be settled by negotiations or otherwise amicably settlement.

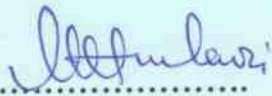
**ARTICLE 10
LEGAL STATUS OF MOU**

Unless and until final agreements are approved and executed by the Parties, this MoU is not intended and shall not create any Legal obligations between the Parties.

IN EXECUTION WHEREOF the undersigned, being duly authorized signatories by their institutions , have signed this Memorandum of Understanding on the day and year with hereunder in two original copies in English Language both texts equally authentic.


Signed in on 26/05....., 2016.

For
the Ministry of Natural Resources and
Tourism


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Major General Gaudence S. Milanzi
PERMANENT SECRETARY

For
the President's Office Regional
Administration and Local
Government


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Engineer Mussa Iyombe
PERMANENT SECRETARY