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THE WILDLIFE CONSERVATION ACT,
(CAP. 283)

REGULATIONS

(Made under section 121(a) and (f))

THE WILDLIFE CONSERVATION (SPECIAL WILDLIFE INVESTMENT CONCESSION AREAS) REGULATIONS, 2019

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THE WILDLIFE CONSERVATION ACT,
(CAP. 283)

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(Made under section 121(a) and (f))

THE WILDLIFE CONSERVATION (SPECIAL WILDLIFE INVESTMENT CONCESSION AREAS) REGULATIONS, 2019

PART I
PRELIMINARY PROVISIONS

Citation

1. These Regulations may be cited as the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2019.

Interpretation

2. In these Regulations, unless the context otherwise requires-

"Act" means the Wildlife Conservation Act;

Cap. 283

"Authority" means the Tanzania Wildlife Management Authority;

"Award" means the establishment of a legally binding Concession Contract fully executed by the parties;

"Board" means the Board of Directors of Tanzania Wildlife Management Authority;

"Concessionaire" means an individual, corporation, or other legally recognized entity that holds a Concession Contract;

"Concession Contract" means a binding written agreement between the Authority and a Concessionaire entered in accordance with these Regulations that authorizes the Authority to provide a concession within a Protected Area of Tanzania Wildlife Management Authority under specified terms and conditions;

"Director General" means the Director General of the Tanzania Wildlife Management Authority;

"General Management Plan" means a tool to guide management and development activities in a Protected Area under Tanzania Wildlife Management Authority;

"Protected Area" means a Game Reserve, Wetland Reserve or Game Controlled Area or other areas under Tanzania Wildlife Management Authority;

"Solicited proposal" means any written proposal related to investment in a Special Wildlife Concession Area which is submitted in response to a request or solicitation issued by the Authority within the context of a competitive selection procedure;

"Special Wildlife Investment Concession" means a Concession Contract between the Authority and a concessionaire, where the concessionaire is granted the right to access and utilize wildlife resources in multiple tourism related activities for commercial use and assumes related substantial financial, technical and operational risks;

"Special Wildlife Investment Concession Area" means an area within a Protected Area designated under regulation 3; and

"Unsolicited proposal" means any written proposal related to investment in the Special Wildlife Concession Area submitted to the Authority on the initiative of the applicant for the purpose of obtaining a Concession Contract.

PART II
Special Wildlife Investment Concession Areas

Designation of Special Wildlife Concession Areas

3.-(1) The Board shall, by order published in the Gazette, designate Special Wildlife Investment Concession Areas in Protected Areas.

(2) Subject to subregulation (1), Concession may be granted for an area of not less than 200 km².

Fees for concession

4.-(1) The Concessionaire shall pay fees to the Authority in the form of-

(a) annual set fee which may be a flat fee in conjunction with royalty, concessions, licences and permits; or

(b) percentage of concessionaire's gross revenue or a percentage of all revenue.

(2) The fee payable may be gradually increased over time.

General Management Plan

5. The Board shall before designating Special Wildlife Investment Concession Areas ensure that a General Management Plan of the respective Protected Area is in place.

Criteria for designation

6. The Board shall, in designating a Special Wildlife Investment Concession Area, take into consideration that the area proposed enables the investor to:

(a) provide wider options to clients with regard to consumptive and non consumptive activities;

(b) practice innovative tourism investments and diversification;

(c) be granted longer concession leases with appropriate exit clauses for underperformance;

(d) develop and market the tourism products and be capable to maintain the quality of the protected areas;

(e) use their capital to develop appropriate tourism infrastructure, enhance conservation and socio-economic benefits and generate substantial revenue; and

(f) utilise wildlife resources through offering sustainable multiple forms of wildlife utilization activities and develop a tourism circuit.

Capital requirement

7. A person shall be eligible to be awarded a special wildlife investment concession where:-

(a) if the business is locally owned, the minimum investment capital is not less than Tanzanian shillings equivalent to twenty million US dollars;

(b) if the business is a joint venture between a Tanzanian citizen and a non-citizen or majority shares are owned by a foreigner, the minimum investment capital is not less than Tanzanian shillings equivalent to fifty million US dollars; and

(c) that person has high capability to support public efforts in the conservation of wildlife resources.

Feasibility Study for solicited proposals

8.-(1) The Board may carry out feasibility study before undertaking the procurement of a solicited project.

(2) The Board may, for the purpose of this regulation, engage a consultant with knowledge and experience to conduct a feasibility study.

9. The Board may, in procuring investors for Special Wildlife Investment Areas, receive solicited and unsolicited proposals.

Procurement of investors for Special Wildlife Investment Areas

10.-(1) The Board shall advertise Special Wildlife Investment Concession Areas for the purpose of inviting interested persons to apply for concessions over such areas.

Solicited proposals

(2) The Board shall use competitive procurement methods in advertising, evaluating and awarding solicited investment concessions in Special Wildlife Investment Concession Areas.

11.-(1) A person may submit a written investment proposal to the Director General applying to be allocated a Special Wildlife Investment Concession Area

Unsolicited proposals

(2) Upon receiving the investment proposal, the Director General shall within three months, give a preliminary response as to whether the project is of interest or not.

(3) The Director General may request additional legal, financial and environmental studies to be done by the applicant at his own cost.

(4). The Director General shall upon accepting the investment proposal, give the applicant a formal recognition of the proposal in writing.

(5) Upon receiving acceptance of the investment proposal, the applicant shall prepare and submit to the Board a Detailed Investment Proposal, which shall include a Feasibility Study and Business Plan.

(6) The Detailed Investment Proposal shall contain the following:

(a) information on the applicant's ability to develop and operate the project;

(b) financial bid covering a contribution towards the concession that the applicant proposes to pay in addition to other statutory fees;

(c) estimated project cost;

(d) an income and expenditure plan;

(e) justification of the need for the project; and

(f) commitment to undertake an environmental and social impact studies.

(7) The Board may require the applicant to submit a bond of 2% of the minimum investment capital stipulated under regulation 7, as a guarantee that shall be refunded if the bid is unsuccessful.

Review and negotiation of Detailed Investment Proposal for Unsolicited project

12. The Board shall within ninety working days and upon receipt of the Detailed Investment Proposal review the unsolicited proposals for the purpose of determining whether to subject it to competition or not.

Contents of Business Plan

13. The Business Plan for both solicited and unsolicited proposals shall contain the following:

(a) background or project context;
(b) market analysis;
(c) economic, social and environmental impact analysis:
(d) institutional arrangements;
(e) the concept or overview of the development;
(f) procurement method;
(g) staff requirements;
(h) marketing plan;
(i) Financial Plan which shall contain:
(i) financial investments;
(ii) projections of business growth;
(iii) sensitivity analysis of the likelihood and realistic nature of the projections;
(iv) project capital structure;
(v) cumulative cash flow;
(vi) budget and contributions; and
(j) annexes of detailed budget, visitor projections and financial analysis.

Contents of feasibility study for unsolicited proposal

14.-(1) The feasibility study for unsolicited proposal referred to under regulation 11(5) of these Regulations, shall contain-

(a) details regarding salient features of the proposed project

(b) explanation of the strategic and operational benefits of the proposed project in relation to its objectives;

(c) description in specific terms;

(d) nature of the function concerned and extent to which it may be performed by the applicant;

(e) description of the Concession area applied for and the types of use the area may be subjected to;

(f) proposals for allocation of financial, technical and operating;

(g) estimated costs of the project;

(h) project financing model;

(i) proposed partnership model, if any;

(j) procurement plan;

(k) project implementation and operation plan;

(l) recommendation or advice on the technical and economic viability of the project or projects;

(m)description of environmental and social impact assessments;

(n) monitoring and evaluation;

(o) the manner by which Tanzanian citizens may be empowered by, and participate in, the projects; and

(p) any other information desirable to support the feasibility study.

(2) Without prejudice to the provisions of sub regulation (1), the Board may prepare guidelines for the preparations of feasibility study.

Procurement of unsolicited proposal

15.-(1) An unsolicited proposal shall be managed in the following stages-

(a) the first stage which comprises of an approval of a potential project, as set out under Regulation 11; and

(b) where the unsolicited proposal does not get the approval under paragraph (a), the second stage shall be competitive bidding to be carried out in accordance with these Regulations.

(2) Unsolicited proposals may be approved if they meet the following criteria:

(a) the project has unique attributes that justify departing from a competitive tender process and that others could not deliver a similar project

with the same value for money outcome;

(b) the project is of significant size, scope and financing as per conditions provided in these Regulations;

(c) the project has wide social economic benefits including improved services, employment and taxation;

(d) the concessionaire has similar values and goals as the Authority, a track record of engaging in sustainable tourism including engaging communities and growing local multipliers and commercial success;

(e) the project shall lead to increased tourism market share and contribution to conservation and economic development, realizing conservation and economic benefits and enhancing the sustainability of conservation in Protected Areas; and

(f) the applicant commits to bear the cost of undertaking a feasibility study.

Invitation of unsolicited proposals

16.-(1) Where the Board accepts an unsolicited project proposal which does not meet the criteria specified under regulation 15(2), it shall:

(a) negotiate with the proponent and make necessary modifications in the proposal to enable the Authority to subject the proposal to competition by allowing third parties to improve the original proposal;

(b) follow the competitive bidding procedures provided in these Regulations to solicit counter proposals, and the original project proponent, who initially made the representation, may participate.

(2) The Board shall make available to any interested tenderer the proposal and contract principles of the original project proponent.

(3) Interested tenderers who submit counter proposals may be given an opportunity to improve the proposal of the original project proponent.

(4) Where the Board finds one of the counter proposals more attractive than that of the original project proponent, the original project proponent shall be given an opportunity to make his proposal competitive with that of the selected counter proposal within a period of thirty days from the date he is given the opportunity

(5) The original proponent shall be awarded the project if he matches the better proposal.

(6) Where the original project proponent fails to make his proposal com-

petitive with that of the selected counter proposal within a period stated in sub regulation (4), the Board may execute the Concession Contract with the tenderer who submits a more attractive counter proposal.

Obligations, liabilities and confidentiality

17.-(1) Upon receipt of an unsolicited proposal, the Board shall neither make representations of any kind, nor accept any obligations or liabilities, through corresponding with the original project proponent with regard to the proposal.

(2) The proprietary information of the original project proponent contained in the proposal shall remain confidential and shall not be disclosed to any interested tenderer.

(3) The Board may disclose to any interested tenderer information of the original project proponent which is already in the public domain or which the Board is by law required to disclose.

(4) Subject to sub regulation (2) of this regulation, the Board shall not be responsible for any intellectual property rights accruing to the proposal of the original project proponent.

Issue of request for proposals

18.-(1) Where the Board issues a request for proposals for the project contemplated by the original proponent, the original proponent shall neither be obliged to submit a bid nor obliged to submit a bid consistent with his original proposal

(2) The original proponent, its employees and agents shall not disclose or make public any information relating to the unsolicited proposal without the consent of the Board.

(3) The Board shall, within thirty days of being requested, grant or decline to grant the consent required under subregulation (2).

Benefit of the People

19. The Board shall before signing a Concession Contract, ensure that the interests of the people and of the United Republic are fully secured.

Guarantee of returns

20. The Board shall ensure that any contract or arrangement for utilization of resources in the Special Wildlife Investment Concession Areas guarantee returns into the Tanzanian economy from the earnings accrued or derived from such use.

Retention of earnings

21.-(1) Any contract or arrangement for utilization of resources in the Special Wildlife Investment Concession Areas shall require that earnings from dealings be retained in the banks and financial institutions established and registered in the United Republic.

(2) For the purpose of subregulation (1), it shall be unlawful to keep such earnings in banks or financial institutions outside the United Republic except where distributed profits are repatriated in accordance with the laws of Tanzania.

Due diligence

22.-(1) The Director General shall cause to be conducted due diligence on the applicant that is recommended to be awarded the Concession by:

(a) verifying the applicant's financial capability;

(b) inquiring whether the applicant has ever been convicted of any offence relating to poaching, money laundering or terrorism.

(2) The Director General shall submit a due diligence report to the Board for review and consideration.

Concession award

23.-(1) The Board shall, after review and consideration of the evaluation and due diligence reports-

(a) approve the recommendation, accept the proposal and submit to the Minister for consideration of approval; or

(b) reject the recommendation of any of the proposals and refer the reports back to the Director General with instruction to re-evaluate the proposals, re-tendering or other appropriate action.

(2) The Board may, upon approval of the Minister, award concessions in Special Wildlife Investment Concession Areas.

Duration of concession contracts

24.-(1) A Concession Contract shall be for a period of not more than thirty years subject to renewal, provided that no renewal shall be made unless the Concessionaire scores not less than fifty percent in the performance of his obligations stipulated in the Concession Contract.

(2) The concessionaire scores shall be computed or determined in the manner prescribed in the First Schedule to these Regulations.

(3) The Concessionaire shall submit a request for the renewal five years before the end of the concession period.

(4) The Board shall, upon receiving the request for renewal, make a decision within a period of not less than three years before the end of the concession period.

(5) Upon termination of the concession or expiration of concession period, all immovable assets in the Special Wildlife Investment Concession Area shall be vested in the Authority.

Special Concession Area Investment Guidelines

25. The Director General may, subject to the approval of the Board, prepare administrative investment guidelines and manuals for Special Wildlife Investment in concession areas.

Concession contract terms and conditions

26. A Concession Contract shall be in the format set out in the Second Schedule to these Regulations and shall include the following elements:

(a) precedent conditions for entry into force;
(b) duration of contract;
(c) nature of property interests of parties in the concession assets;
(d) maintenance of concession assets;
(e) fees payable;
(f) performance guarantees;
(g) monitoring and evaluation, with key performance indicators;
(h) insurance policies;
(i) limitations of liability and indemnification of the protected area authority;
(j) provisions relating to force majeure;
(k) environmental management requirements;
(l) right to assign concession rights to third parties;
(m) restrictions or conditions on transfer of the concession;
(n) restrictions or conditions on related party transactions;
(o) socio-economic contributions;
(p) laws applicable;
(q) breach and cancellation processes;
(r) dispute settlement provisions;
(s) circumstances that a third party or the protected area authority could take over the operation;
(t) taxation and other fiscal matters.

Concession Management Unit

27.-(1) The Director General shall assign matters relating to concession within the Directorate of Tourism and Business Services.

(2) Subject to subregulation (1), the Directorate of Tourism and Business Services shall perform the following functions:

(a) advising the Board on the investment proposals, procurement, contracts and project implementation;

(b) ensuring that the projects are properly monitored and evaluated in accordance with the Concession Contract;

(c) concession planning;

(d) processing applications for concessions;

(e) negotiating on behalf of the Authority with the applicant on the terms, conditions and other issues of concessions;

(f) gathering and reconciling all concession files;

(g) conducting revenue audit;

(h) developing and managing the concession database.

PART III
Miscellaneous Provisions

Appeals

28.-(1) Any person who is aggrieved by the decision of the Board under these Regulations may appeal to the Minister within a period of sixty days from the date of receiving the decision.

(2) The Minister shall, within a period of thirty days, make a decision which shall be final.

FIRST SCHEDULE

(Made under regulation 24(2))

MANNER OF COMPUTATION OR DETERMINATION OF CONCESSIONAIRE SCORES

Parameter	Relative score				Weight
	4	3	2	1	
Ecological intergrity					10.0
Compliance of laws					7.5
Business plan					
(i) Conservation					3.0
(ii) Tourism					2.5
(iii) Communities					2.0

NB: Total score = Relative score X Weight

SECOND SCHEDULE

(Made under regulation 26)

FORMAT FOR CONCESSION CONTRACT IN SPECIAL WILDLIFE INVESTMENT CONCESSION AREAS

This Contract (hereinafter referred to as "the Contract") is entered into by and between the Tanzania Wildlife Management Authority (hereinafter referred to as "the AUTHORITY") established under the Wildlife Conservation Act, Cap. 283 whose address is …….. , of the one part, and …… …….(name of Concessionaire) (insert either duly registered company/firm/joint venture entity) pursuant to the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2019 (hereinafter referred to as "the Concessionaire") whose address is…… ……., of the other part. (Both the AUTHOITY and the Concessionaire hereinafter to be referred to collectively as "the Parties").

WHEREAS

A. The AUTHORITY, acting for and on behalf of the Government and in accordance with the Wildlife Conservation Act, Cap. 283 and the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2019 has the power to grant a Concession over …… (Name of the Wildlife Investment Concession Area) located in …….. (Name of Village/District/ Region)

B. The Concessionaire has applied to the AUTHORITY for allocation for the Wildlife Investment Concession Area for the right to access and utilize wildlife resources by offering sustainable multiple forms of wildlife utilization activities for commercial use and which shall include but not limited to ……..……. (Specify whether lodge, camping, sport fishing, photographic safari, walking safari, canoeing, hunting safari, etc).

C. The Concessionaire has agreed to assume related and substantial financial, technical and operational risks and shall pay the AUTHORITY fees in the form of an annual fee, royalties, concession, licenses and permits or a percentage of the Concessionaire's gross revenue.

D. The AUTHORITY has agreed to let to the Concessionaire, subject to the terms and conditions hereinafter mentioned and those provided for under the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2019 and any other law on wildlife, a portion of the Wildlife Investment Concession Area outlined by a solid red line on the site plan annexed hereto marked Appendix A, in extent approximately…… ..... square kilometres (hereinafter called "the Area").

E. The AUTHORITY and the Concessionaire have agreed to enter into a Contract to conduct hunting safaris, game viewing safaris and photographic safaris (delete inapplicable) (hereinafter referred to as "the Contract").

NOW THEREFORE the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Contract, unless the context otherwise requires, the following terms shall bear the meanings ascribed to them hereunder and under the Wildlife Conservation Act, Cap. 283 and the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2019;

"Act" means the Wildlife Conservation Act, Cap. 283.

"AUTHORITY" means the Tanzania Wildlife Management Authority established by the Act and includes the Board.

"Board" means the Board of Directors of the AUTHORITY.

"Commencement date" means a date that this Contract is signed by both Parties.

"Development" means a commercial development to be constructed on the Area by the Concessionaire in accordance with the approved Business Plan being a ..... (describe the type of development e.g "modern permanent tented camp of at least 2800 m² gross area as detailed in the plans and specifications").

"Parties" means the AUTHORITY and the Concessionaire and the reference in the singular shall be to either one of them.

"Regulations" mean the Wildlife Conservation (Special Wildlife Management Investment Concession Areas) Regulations, 2019.

2. RESOLUTIVE CONDITIONS
This Contract is conditional upon fulfillment of the following resolute conditions, namely:

(a) the plans and specifications being approved in writing by the AUTHORITY, such approval not to be unreasonably withheld or delayed;

(b) the Concessionaire 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, the AUTHORITY undertakes to render every reasonable assistance to the Concessionaire to obtain these approvals; (insert other resolutive conditions to be agreed upon)

3. OBLIGATIONS OF THE PARTIES

3.1 The AUTHORITY hereby agrees that:

(a) It shall endeavour to keep and maintain all that area comprising the Concession Area free from any human settlement, whether temporary or otherwise, for the entire duration of the

Contract.

(b) It shall provide the Concessionaire and/or his/her agent access to the Concession Area at all times.

(c) It shall not grant any user rights to any third Party to operate a business in that Area or particular site which the Concessionaire is involved.

(d) It shall draw the Concessionaire's attention and involve him/her in all matters that the AUTHORITY may believe to be detrimental to the continued existence of the investment or the Concessionaire s activities in the Concession Area.

(e) It shall call regular management meetings in a specified time period that will be agreed between the Concessionaire and the Authority.

3.2 The Concessionaire hereby agrees:

(a) To provide all the finances necessary for the success of the investment.

(b) To provide all equipment and assets necessary to make the investment a success.

(c) That all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the AUTHORITY upon lapse of the Contract.

(d) To construct and maintain all necessary building infrastructure.

(e) To respect the cultures and traditions of local community members.

(f) To absolve the AUTHORITY from any financial risk or liabilities associated with this Contract by, among other measures, ensuring that it insures all its property

(g) To market the Concession Area.

(h) To train and employ local community members in the day-to-day activities of the development. In particular, the Concessionaire shall endeavour to employ at least 60% of his/her staff from local community members.

(i) To plan, implement and develop projects that are for the benefit of the community.

(j) To supply basic social infrastructure and necessities as agreed with the AUTHORITY.

(k) To permit local community members access for the performance of cultural rites and rituals provided that these activities are not detrimental to the existing facilities and activities of the development

(l) To ensure that the development is subjected to EIA before its commencement and that its operations will adhere to the existing EIA Regulations, guidelines and procedures.

(m) 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 AUTHORITY in his/her favour.

(n) Not to keep or permit to keep on the land any livestock or domestic pests.

(o) Not to use the land provided for the investment for any purpose save for that which has been approved in terms of this Contract without prior written consent of the AUTHORITY.

(p) Not to sublease, sublet or transfer, in any manner whatsoever, the Contract or any part thereof, without the written consent of the AUTHORITY.

(q) To ensure that all earnings from dealings and activities under this Contract are retained in banks and financial institutions established and registered in the United Republic of Tanza-

nia, except where distributed profits are repatriated in accordance with the laws of the United Republic of Tanzania.

4. MANAGEMENT OF NATURAL RESOURCES
The Concessionaire undertakes:

4.1 To take all necessary measures to prevent soil erosion and other damage to the ecosystem within the Concession Area in accordance with the law.
4.2 Not to remove, sell, damage or otherwise dispose of any sand, gravel, earth, stone or timber in accordance with the law.
4.3 Not to destroy any trees without the written consent of the AUTHORITY.

5. ASSIGNMENT
The Concessionaire hereby undertakes not to sublease, assign or part with possession of the concession or development or part thereof, that has been granted for purposes of investment by the AUTHORITY under this Contract.

6. PERFORMANCE BOND
The Concessionaire shall deposit a Performance Bond of Tanzania Shillings …….which shall at all times be the equivalent of US$ …….. (based on 2 percent of the overall investment cost) to an account jointly owned by the Concessionaire and AUTHORITY, as security for undertaking the development of the Special Investment Concession Area. This amount plus the interest accrued thereon shall be liable to forfeiture by the AUTHORITY where the Concessionaire either absconds or abandons the project/investment or to enforce a judgment against the Concessionaire where the Concessionaire is in default of payment.

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

7. FEES FOR THE RIGHT TO OPERATE
The fees for the right to operate a Special Investment Concession Area shall be calculated and paid to the AUTHROITY in accordance with the Regulations.

…… INSERT AGREED FEE STRUCTURE

8. FORCE MAJEURE

8.1 Where 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.

8.2 Where 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 Contract 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 Contract, 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, where such notice shall be given by the Concessionaire it shall be permitted access to the AUTHORITY 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.

8.3 In this Contract 'force majeure' means any of the following which materially affect the development or business or the ability of the Concessionaire to participate in the management or operation of the development; 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 Concessionaire shall be entitled to take possession of and occupy the Area with effect from …… ……. (insert date), the AUTHORITY confirms that there will be no physical impediment to the Concessionaire 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 Concessionaire and it shall be obliged, in the event any such conditions are not fulfilled, to immediately vacate the Area and restore the Area to the AUTHORITY in no less a condition than it was in prior to possession, subject to vacation notification being served upon the Concessionaire by the AUTHORITY.

9.3 Subject to the provisions herein contained, and where actual possession and occupation have not occurred by that time, the Concessionaire shall be deemed to have taken possession and occupation of the Area on the date when the conditions set out in this Contract are fulfilled.

10. LEASE

10.1 Upon the terms and conditions herein set out, the AUTHORITY hereby lets the Area to the Concessionaire, which hereby hires the same.

10.2 Neither Party shall be entitled to change the use of the Area and the Concessionaire hereby binds itself to the use of the Area lawfully and to comply with all relevant laws and Regulations.

11. OPERATION AND DURATION

11.1 Unless otherwise stated herein, or in any other law in force and to which this Contract applies, this Contract 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.

11.2 This Contract shall be operative for a period not exceeding thirty (30) years and may only be renewed where the Concessionaire is not in default and scores not less than fifty percent (50%) in

the performance of his/her obligation under the Contract as determined by the AUTHORITY

11.3 The Concessionaire shall give the AUTHORITY a five (5) year notice in case the Concessionaire wishes to renew the Concession period upon the expiry of the Contract.

11.4 The Concessionaire shall not have the right to transfer the rights granted under this Contract without the written approval of the AUTHORITY.

11.5 Upon expiry or termination of the Contract, all immovable assets in the Special Wildlife Investment Concession Area shall be vested in the AUTHORITY.

12. TERMINATION

12.1 This Contract shall automatically be terminated in the event where the AUTHORITY withdraws or cancels the User Right granted to the Concessionaire.

12.2 Either party may terminate this Contract if the other Party causes a fundamental breach of the Agreement. Fundamental breaches of the Contract shall include, but shall not be limited to the following:

(a) The Concessionaire fails to fulfill or comply with any obligation placed upon it by the terms hereof, and fails to remedy such default within a period of 60 days after receipt of written notice from AUTHORITY calling upon it to do so;

(b) The Concessionaire is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) Where the Concessionaire delays the completion of the investment within the agreed period after the commencement date or any date as shall be agreed by the Parties in writing;

(d) Notwithstanding the above, the AUTHORITY may terminate the Agreement for lack of disclosure of information required under the Regulations.

12.3 Where the Contract is terminated, the Concessionaire shall stop his/her operations immediately, make the Special Wildlife Investment Concession Area safe and secure, and leave the Area as soon as reasonably possible or required to do so by the Authority.

12.4 Where the Contract is terminated for the AUTHORITY's fundamental breach of the Contract, the Parties shall cause an independent Valuer to issue a certificate for the value of the Concessionaire's costs to the AUTHORITY which the Concessionaire shall be entitled to be indemnified.

13. MONITORING AND EVALUATION

13.1 The AUTHORITY shall monitor and evaluate the performance of the Concessionaire to ensure compliance with the provisions of the General Management Plan, this Contract and Regulations and rate such performance on a scale of out of 100% on annual basis.

13.2 The AUTHORITY shall also ensure that the Concessionaire complies with the Detailed Investment Proposal, the Feasibility Study and Business Plan that was approved by the Minister.

13.3 The Monitoring and Evaluation of the performance of the Concessionaire under this Contract shall be guided by Key Performance Indicators to be agreed upon between the AUTHORITY and the Concessionaire before the commencement of the Contract.

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 Contract
at their respective addresses as follows:

(a) to the AUTHORITY at the …… P O Box .... Tanzania (a) (insert title of responsible officer of the AUTHORITY) ....

(b) to the Concessionaire at the …… P O Box .... Tanzania (a) (insert title of responsible officer of the Concessionaire) .....

14.2 Either Party may change its address to another within Tanzania or the Concessionaire'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 Concessionaire 's country of origin or Tanzania shall be deemed to have received by the addressee on the 5th working day after the day of posting.

14.4 Where a Party to this Contract applies for consent in writing under any clause of this Contract, 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 this Contract.

15. DISPUTE RESOLUTION

15.1 Should any dispute arise out of or in connection with this Contract, 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 Where 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 three (3) arbitrators, in accordance with the 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 Contract 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 it is demanded with a view to this being completed within sixty days after arbitrators have been appointed.

15.8 Immediately after the arbitrators have been agreed upon or nominated in terms of Clause 15.4, either party shall be entitled to call upon the arbitrators to fix a date and place when and where the arbitrations proceedings shall be held. The proceedings shall be held in camera and the parties undertake to maintain the utmost confidentiality with regard thereto.

15.9 Any award that may be made by the arbitrators shall be:

(a) in writing and include the reasons therefore;

(b) final and binding; and

(c) carried into effect.

15.10 In the event that this Contract 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.PENALTIES FOR NON COMPLIANCES

The penalties for non-compliance shall include the following:

(a) a written warning for the first violation;

(b) financial penalty or fine for the second violation; and

(c) Cancellation of the Concession Contract for the third or subsequent violation.

17. GENERAL PROVISIONS

17.1 This Contract with its annexures constitutes the whole Contract 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 Contract.

17.2 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 Contract or be construed as a novation thereof.

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

16.4 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 Contract.

16.5 Where in terms of any clause of this Contract the consent of either Party is sought or required, that consent shall not be unreasonably withheld or delayed.

IN WITNESS hereof the Parties have duly executed this Contract on the date appearing below.

SIGNED, SEALED and DELIVERED
with the Common Seal of the AUTHORITY
By …….....
(Name of Authorized Officer of the AUTHORITY) at
…….....……

SEAL

(Name of place/town)

This …… day of …… 201….....

Name:……. (Authorized Officer)

Position in AUTHORITY:……...

Signature:…….....……

In the Presence of:-

Name: ……

Signature: ……..

Qualification: …….

Date: ……..

G.N No. 28 (Contd)

SIGNED, SEALED and DELIVERED

with the Common Seal of the Concessionaire)

……

By …….…….……. SEAL

(Name of authorized Officer of the Concessionaire) at

……..…….

(Name of place/town)

This …….. Day of …….....…. 20.....

In the Presence of:

Name: …….....…

Signature: …….....…..

Qualification: …….....…

Date: …….....…

Dodoma,
31st December, 2019

HAMISI A. KIGWANGALLA
Minister for Natural Resources and Tourism

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