

GOVERNMENT NOTICE NO. 59 published on. 10/2/2023

THE WHISTLEBLOWER AND WITNESS PROTECTION ACT,  
(CAP. 446)

**REGULATIONS**

*(Made under section 15)*

THE WHISTLEBLOWER AND WITNESS PROTECTION REGULATIONS, 2022

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THE WHISTLEBLOWER AND WITNESS PROTECTION ACT,  
(CAP. 446)

REGULATIONS

*(Made under section 15)*

THE WHISTLEBLOWER AND WITNESS PROTECTION REGULATIONS, 2022

PART I  
PRELIMINARY PROVISIONS

- Citation 1. These Regulations may be cited as the Whistleblower and Witness Protection Regulations, 2022.
- Interpretation 2. In these Regulations, unless the context otherwise requires-
- Cap. 446 “Act” means the Whistleblower and Witness Protection Act;
- Cap. 13 “child” has the meaning ascribed to it under the Law of the Child Act;
- “Competent Authority” means-
- (a) in the case of a wrongdoing committed within a public or private institution, a head or senior person of that institution who has an authority to investigate the wrongdoing reported or, where the matter is beyond his powers, to forward the same to another institution responsible for investigation;
  - (b) in the case of a wrongdoing that is committed outside a public or private institution, a senior person who has an authority to investigate the wrongdoing reported; and
  - (c) an institution, a head or senior person of an institution vested with powers to investigate such a wrongdoing disclosed by a whistleblower;
- “covered judicial or administrative action” means any

judicial or administrative action brought by the Competent Authority under any written law that results in judicial or administrative sanctions;

“law enforcement agencies” includes the Police Force, Prevention and Combating of Corruption Bureau, Tanzania Intelligence and Security Services Agency, Tanzania Wildlife Conservation Authority and like institutions;

“Minister” means the Minister responsible for legal affairs;

“protection agreement” means an agreement made pursuant to regulation 6;

“protected person” means a person who enters into agreement with a Competent Authority for protection under these Regulations;

“relocation” means a type of protection measure that involves temporary or permanent resettling of a protected person from one place to another or from one prison to another;

“special protection agreement” means an agreement made pursuant to regulation 7; and

“wrongdoing” means any of the matters specified under section 4 of the Act.

## PART II

### DISCLOSURE AND APPLICATION FOR PROTECTION

Procedure  
when  
disclosure is  
made

3. Subject to sections 5 and 7 of the Act, where a whistleblower makes a disclosure, a Competent Authority to whom the disclosure is made shall record such information in writing.

Application  
for  
protection

4.-(1) Subject to the provisions of sections 10 and 11 of the Act, an application for protection of a whistleblower or a witness shall be in the manner set out in Form No. 1 prescribed in the Schedule and shall contain:

- (a) information as to the identity and address of the applicant;
- (b) the disclosure related to the whistle blowing, evidence or investigation as the case may be;
- (c) the danger that the applicant may sustain; and

(d) any other information that may be required by Competent Authority.

Decision on application for protection

5.-(1) Where an application for protection is submitted, the Competent Authority shall-

- (a) notify the applicant in writing; and
- (b) within fourteen days upon receipt of the application, make a decision on such application.

(2) The Competent Authority shall take urgent protection measures where it believes that the danger is likely to occur to the life or property of the applicant or a person of close or interpersonal relationship until the decision is made on the application.

(3) Where the Competent Authority rejects the application for protection, it shall notify the applicant in writing and shall furnish reasons for such decision.

(4) A person who is aggrieved by the decision of the Competent Authority under this regulation may, within fourteen days from the date of the decision, appeal to the Minister.

Protection agreement

6.-(1) Where a Competent Authority is of the opinion that an applicant deserves the requested protection, it shall, within seven days, enter into protection agreement with the applicant in Form 2 prescribed in the Schedule and such agreement shall be concluded within seven days.

(2) A protection agreement under this regulation shall come into force on the date of signing.

(3) Where the protected person is a child or a person of unsound mind, the protection agreement shall be entered into by a parent, guardian or social welfare officer as the case may be.

(4) Where a protection agreement entered into in accordance to subregulation (3) continues to operate after the cessation of the legal incapacity, the protected person may conclude the agreement personally.

Special protection agreement

7.-(1) Notwithstanding the provisions of regulation 6, a Competent Authority may enter into a special protection agreement with a social welfare officer on behalf of a child

or a person of unsound mind in the manner set out in Form 3 prescribed in the Second Schedule where-

- (a) the child or a person of unsound mind is giving information or evidence against his parent or guardian;
- (b) his parent or guardian cannot be found; or
- (c) his parent or guardian unreasonably withholds consent for a protection agreement or is unable to give his consent.

(2) A special protection agreement entered into under this regulation shall be submitted for approval to a resident magistrates' court within seven days from the date of signing such agreement.

(3) The court to which a special protection agreement is submitted under this regulation may set aside, approve or amend the special protection agreement by taking account the realisation of the best interests of the child or welfare of a person of unsound mind.

(4) Where the court sets aside the special protection agreement, the Competent Authority shall discharge the child or a person of unsound mind from protection.

(5) A special protection agreement approved or amended in accordance with subregulation (3) shall be a binding agreement.

Obligations  
of protected  
person

8. (1) A protected person shall-

- (a) provide true, accurate and complete information or evidence for investigation or prosecution to the case which is the subject matter of the protection agreement;
- (b) provide necessary information as to his identity and address;
- (c) refrain from activities that may impede the protection measure;
- (d) accept and implement orders and directives relating to the protection;
- (e) inform the Competent Authority of any criminal charge brought against him or deprivation of rights while under protection;
- (f) agree to be under surveillance protection; and

(g) carry out other obligations as may be necessary by the Competent Authority.

(2) Notwithstanding the provision of this regulation, where the protected person is a child or a person of unsound mind, a parent, guardian or social welfare officer shall ensure compliance with the requirements of subregulation (1).

Obligations  
of  
Competent  
Authority

9. The Competent Authority shall-

- (a) uphold the right and freedom of the protected person to the extent that is deemed essential for his protection;
- (b) notify the protected person in advance to refrain from any activity that may impede the protection measure;
- (c) inform the protected person the basic needs to be provided to him and its duration where necessary;
- (d) ensure that the protected person gets necessary counseling services while under protection;
- (e) cover relocation costs where the protection measure entails relocation of the protected persons; and
- (f) take all necessary measures to ensure the effectiveness of the protection measures under the protection agreement.

Termination  
of agreement

10.-(1) An agreement entered under these Regulations shall be terminated-

- (a) upon the expiry of the validity period fixed in the agreement;
- (b) where the protected person voluntarily renounces the agreement;
- (c) where a child or person of unsound mind refuses, upon cessation of his legal incapacity, to consent to the continuation of the agreement in accordance with these Regulations;
- (d) where the conduct of the protected person renders ineffective the protection measure of himself or others;
- (e) where the protected person violates his obligations under regulation 8(1) (a);
- (f) where the circumstances that necessitated the

protection ceases to exist prior to the expiry date of the agreement; or

(g) upon death of the protected person;

(2) Notwithstanding subregulation (1), a protection agreement or a special protection agreement in relation to child or a person of unsound mind shall be terminated on the grounds stipulated under paragraphs (a), (c), (g) and (h) of subregulation (1).

(3) Where the Competent Authority is of the opinion that a protection agreement should be terminated in accordance with regulation 10(1)(e), (f) and (g), it shall notify the protected person as to when and why the protection agreement is terminated and give him the opportunity to submit his opinion in writing.

(4) Where the protected person fails to submit his opinion within one month from receipt of notification issued under this regulation or where the opinion he has submitted is not acceptable, the Competent Authority shall terminate the protection agreement and notify the protected person accordingly.

(5) Where protection agreement is terminated, the Competent Authority shall notify the termination to other relevant institutions.

Extension of protection agreement

11.-(1) A protected person may apply to the Competent Authority for extension of a protection agreement.

(2) A protection agreement or special protection agreement entered into under these Regulations may be extended-

(a) upon application by a protected person, parent, guardian or social welfare officer to the Competent Authority for extension; or

(b) by the Competent Authority upon being satisfied that the threat which necessitated the protection still exists or another potential threat exists.



PART III  
PROTECTION MEASURES

Types of  
protection  
measures

12. Subject to section 10 and 11 of the Act, the following measures of protection may be employed by a Competent Authority in protecting whistleblowers and witnesses-

- (a) physical protection of a person, his residence and property;
- (b) concealment of identity of a person and ownership of any of his property;
- (c) provision of weapon for self-defence;
- (d) relocation;
- (e) provision of immunity from prosecution for an offence for which a person renders information or testifies;
- (f) prohibition of an accused person from reaching the protected person's residence, work place or school before or after a final judgment is delivered on the wrongdoing for which information or evidence is rendered;
- (g) hearing evidence in camera, behind the screen or in disguising identity;
- (h) production of evidence by electronic devices or any other method;
- (i) suspension or revocation of any retaliatory administrative measures;
- (j) voice and face distortion techniques; or
- (k) any other measure that may be appropriate in accordance to the law.

Determining  
types of  
protection  
measures

13. In determining the type of protection measures to be employed in protecting a whistleblower or a witness, the following shall be taken into account-

- (a) nature of the imminent danger to which a person is exposed;
- (b) whether or not a person that is likely to be protected has a criminal record;
- (c) whether or not the intended protection measure entails a risk to the public;

- (d) the damage that the intended protection measure may cause to the rights and lawful benefits of another person;
- (e) health and living conditions of a person that is likely to be protected;
- (f) competence of a person that is likely to be protected to adapt himself with the intended protection measure;
- (g) cost to be incurred for the protection;
- (h) the relationship of the person that is likely to be protected with other protected persons;
- (i) obligations and limitations imposed on the person that is likely to be protected according to the law; and
- (j) in the case of a child or person of unsound mind, the best interests of child and welfare of a person of unsound mind seeking protection.

PART IV  
CONCEALMENT OF IDENTITY AND PROPERTY OWNERSHIP

Concealment  
of identity  
and Property

14.-(1) Where the Competent Authority intends to conceal the identity of a whistleblower or witness it shall submit an application to the Minister for concealment of identity in the manner set out in Form No. 4 prescribed in the Schedule.

(2) Where the Minister, upon consultation with the Attorney General is satisfied that other types of protection measures are incapable of protecting the security of a whistleblower or witness, he may order concealment of identity of that person.

(3) Subject to the provisions of subregulation (1), the Minister shall cause the particulars or the original and the new identity of the protected person to be entered in the Register designed for such purpose and such Register shall be kept in such a way that unauthorized persons may not trace the original identity of the protected person from the new identity or vice versa.

(4) Notwithstanding the provisions of subregulation (1), in effecting protection of a whistleblower or a witness, the concealment of identity shall not-

- (a) affect the rights of third parties, marriage, paternity or maternity; and
- (b) be used for issuance of a professional certificate that a whistleblower or witness does not rightly possess.

Issuance of  
new  
personal  
documents

15. Any institution that is authorised to issue identification and other related documents shall issue appropriate new documents to the protected person on the basis of information provided to it by the Minister.

Concealing  
identity and  
property  
ownership

16.-(1) A protected person, whose identity or property ownership has been concealed, may enter into a legal obligation upon obtaining a written consent of the Minister granted in the manner prescribed in Form 5 of the Schedule.

(2) Where the request submitted to the Minister under this regulation is not accepted, the protected person may, upon notifying the Minister, appoint an agent to enter into a legal obligation in his real name.

Protected  
person in  
criminal  
matters

17.-(1) A protected person whose identity has changed shall not appear before any court as:

- (a) an accused for an offence he committed before being protected; or
- (b) a witness in criminal proceedings whose subject matter took place before being protected.

(2) Notwithstanding the provisions of subregulation (1), where in the interests of justice a protected person whose identity has concealed should appear in court as an accused or a witness, the court may, upon application by the Director of Public Prosecutions, accused or a witness, order the appearance of the protected person before the court.

(4) The court shall conduct the proceedings under this regulation in such a way that the appearance of the protected person may not render the protection ineffective.

Interrogation and investigation of protected person

18. Where a Competent Authority requires a protected person for purposes of interrogation or investigation it may proceed to interrogate or investigate the protected person provided that such interrogation or investigation shall not render protection ineffective.

Protected person in civil suit

19.-(1) A protected person may, where it is deemed necessary and with the consent of the Minister, appear as a party or witness in a civil proceeding in his original identity.

(2) Where the Minister is satisfied that appearance of a protected person in a civil proceeding in his original identity may prejudice the protection, he may direct that such person be represented by his agent.

(3) Where a protected person is a judgment debtor, the Minister shall ensure that the disclosure of his property and other interest is made available in its original identity to the judgment holder and the court for the purpose of execution.

Restoration of original identity

20.-(1) The Minister may, upon notifying the protected person and giving him an opportunity to submit his opinion, restore the original identity of a protected person where he is satisfied that:

- (a) the time prescribed in the protection agreement has expired; or
- (b) protection measures other than change of identity is sufficient to ensure the security of the protected person:

Provided that, the restoration of original identity may not entail major impact on the status of third parties such as marriage and paternity or maternity.

(2) A protected person shall, upon restoration of his original identity, return the new personal identification and other related documents to the Minister.

(3) The Minister shall, upon receipt of personal identification under subregulation (2), cause the protected person to be provided with personal identification and other related documents in his original identity by the concerned institutions.

(4) The legal rights and obligations of the protected person accrued in his new identity shall remain intact after restoration of the original identity.

PART V  
REWARDS AND COMPENSATION

Issuance of reward

21.-(1) Subject to the provisions of section 13 of the Act, a Competent Authority may reward a whistleblower who voluntarily provided original information to the Competent Authority that led to successful enforcement of the covered judicial or administrative action.

(2) The determination of the amount to be rewarded under subregulation (1) shall be in the discretion of the Competent Authority.

(3) A reward issued may be monetary or otherwise as the Competent Authority may deem fit.

Compensation for detrimental actions

22. Where a whistleblower or witness has suffered detrimental action such as unlawful termination, demotion, or any other form of discrimination after the exposure of the wrongdoing, the competent authority may compensate him with a reasonable amount or any other remedy as it deems fit.

Criteria for determination of reward

23. In determining the reward to be issued under regulation 21, the Competent Authority shall take into consideration the following-

- (a) the significance of the information provided by the whistleblower;
- (b) the degree of assistance provided by the whistleblower and any legal representative of the whistleblower;
- (c) law enforcement interests;
- (d) originality of information;
- (e) participation in available compliance systems;
- (f) culpability;
- (g) unreasonable reporting delay; and
- (h) interference with reporting systems.

Procedure  
for issuance  
of reward

24. Prior to issuing a reward, the Competent Authority shall require a whistleblower to submit necessary information that enables such competent Authority to effect issuance of reward.

Denial of  
reward

25. A person shall not be rewarded as a whistleblower where that person-

- (a) is or was at the time he acquired the original information in the course of his work submitted to the Competent Authority, a member, officer or employee of-
  - (i) an appropriate regulatory authority;
  - (ii) a public authority accounting oversight institution; or
  - (iii) a law enforcement agency;
- (b) is convicted of a criminal offence related to an action for which he otherwise could be rewarded; or
- (c) who gains the information through the performance of an audit of financial statements required under any written law.

Reports

26. A Competent Authority shall, within three months after the commencement of the financial year, through the respective Ministry, submit to the Minister a report on-

- (a) a whistleblower reward program;
- (b) a description of rewards granted in a preceding financial year;
- (c) compensation paid to witness and whistleblower;
- (d) the types of cases in which rewards were granted during the preceding fiscal year; and
- (e) any other expenses incurred for the protection of witness and whistleblower.

PART VI  
MISCELLANEOUS PROVISIONS

Confidentiality

27.-(1) Any record or information relating to a protected person shall be treated and kept in confidentiality.

(2) Notwithstanding the provisions of subregulation (1), the Minister may disclose the information where:

- (a) a protected person or a former protected person consents to the disclosure;
- (b) a protected person or a former protected person has already disclosed the information;
- (c) the evidence of the protected person or former protected person is necessary to prove the innocence of another suspect in the criminal case; or
- (d) the disclosure of information is necessary in the investigation of a criminal offence punishable with more than seven years imprisonment or death.
- (e) any other reason the Minister may deem fit.

(2) In determining whether or not to disclose information relating to a protected person, the Minister shall take into account the impact of disclosure on the protected person or former protected person and availability of alternative measures other than disclosure.

(3) A person to whom information is disclosed under this regulation shall use such information only for the purpose for which it has been disclosed.

Offences relating to protected persons

28. A protected person who-

- (a) knowingly fails to provide true, accurate or complete information or evidence to a case which is the subject matter of the protection agreement;
- (b) without good cause fails to return the new identification or other related documents in accordance with these Regulations; or
- (c) refrains from activities that may impede the

protection measure,  
commits an offence and shall, upon conviction, be liable to a fine of not less than five hundred thousand shillings but not exceeding one million shillings or to imprisonment for a term not less than six months but not exceeding twelve months or to both.



SCHEDULE

(Made under regulation 4(1))

APPLICATION FOR PROTECTION BY A WHISTLEBLOWER OR WITNESS

1. PARTICULARS OF THE APPLICANT

Name: Age:
Gender: Nationality:
Identity Number: (if any) Postal Address:
Tribe: Religion:
Marital Status: Occupation:

Physical address: street/village, Area, Block No., Plot No., Ward, Division, District, Region.

Email address: Phone number: Any other contact:

2. PARTICULARS OF THE PERSON MAKING APPLICATION ON BEHALF OF THE APPLICANT (if any)

Name: Age:
Gender: Religion:
Tribe: Nationality:
Relationship with the applicant: Marital Status:
Identity Number: (if any) Postal Address:

Physical address: street/village, Area, Plot No., Block No., nearby, Ward, Division, District, Region, Occupation.

Email address: Phone number: Any other contact:

State the reason why the application is made on behalf of the applicant:

3. PARTICULARS OF THE PERSON(S)/INSTITUTION AGAINST WHOM DISCLOSURE IS MADE \*

Name/physical appearance:
Postal Address: (if any) Phone number: Other particulars:

Physical address: street/village, nearby, Ward, Division, District, Region, Occupation.

\*This part should be filled severally where disclosure is against more than one person (attach extra copies)

4. DETAILS/CONTENT/PARTICULARS OF DISCLOSURE

PART A:(to be filled by all)

I ..... who formerly disclosed information/evidence on (Summarise the information/evidence you disclosed)

.....  
.....

PART B: (to be filled by a witness in Civil Proceedings)

I ..... a witness willing to testify in the matter between.....vs.....

At ..... (Court)..... District.....Region..... before ..... on ..... Jurisdiction:..... (other than Mainland Tanzania)

PART C: to be filled by witness in Criminal Proceedings

I ..... a witness willing to testify in a criminal case No. .... at the.....(Court) In the

Between ..... vs.....before .....

District..... Region..... Jurisdiction .....(other than Mainland Tanzania) with regard to the offence of .....

5. DECLARATION

I .....declare that I have reason to believe that due to the information/evidence given my safety and/or safety of .....(mention person/persons/property) is/are in danger. I pray for protection from..... against .....

It is my prayer that the protection measures should be (mention nature of a protection measures being requested)

(Signature/ Right thumbprint of Applicant/his representative)

Place ..... date.....

Where the applicant is a child /person of unsound mind, the application may be witnessed by the parent/guardian/ social welfare officer

Signature of the parent/guardian/social welfare officer

Place..... date.....

*Whistleblower and Witness Protection*

*GN. NO.59 (Contd.)*

I..... hereby declare that the above-mentioned information is true to the best of my knowledge, and that I am aware of the fact that it is an offence if I wilfully furnish information or make a statement which is false or misleading.

.....  
Signature of the Applicant/Representative

FOR OFFICIAL USE:

I ..... (name of the officer received the application)  
the ....., (title/qualification) I hereby acknowledge the receipt  
of the application from..... on .....this  
.....date of.....

.....  
Signature  
Official Seal

(Made under regulation 6(1))

PROTECTION AGREEMENT

This Protection Agreement is entered on .....at .....between .....who hereinafter shall be known as a protected person or .....as a parent/guardian of.....who is a child/person of unsound mind and.....of.....who hereinafter shall be known as the Competent Authority.

The Parties to this Agreement agree as follows:

1. That this Agreement shall be valid for a period of .....ending on.....and may be extended.
2. That the Protected Person undertakes to:
  - (a) provide true, accurate and complete information or evidence for investigation or prosecution to the case which is the subject matter of the protection agreement;
  - (b) provide necessary information as to his identity and address;
  - (c) refrain from activities that may impede the protection measure;
  - (d) accept and implement orders and directives relating to the protection;
  - (e) inform the Competent Authority or police as the case may be of any criminal charge brought against him or deprivation of rights while under protection;
  - (f) agree to be under surveillance protection; and
  - (g) carry out other obligations as may be necessary by the Competent Authority or police.
3. That in the case of the protected person who is a child or a person of unsound mind, the Parent/Guardian undertakes to ensure that the obligations of the Protected Person under Article 2 are fulfilled.
4. That the Competent Authority undertakes to:
  - (a) uphold the right and freedom of the protected person to the extent that is deemed essential for his protection;
  - (b) notify the protected person in advance to refrain from any activity that may impede the protection measure;
  - (c) inform the amount of cost of basic needs to be provided to the protected person and its duration where necessary;
  - (d) ensure that the protected person get the necessary counselling services while under protection, if necessary;
  - (e) cover relocation costs where the protection measure entails relocation of the protected persons; and
  - (f) take all necessary measures to ensure the effectiveness of the protection measures under the protection agreement.

*Whistleblower and Witness Protection*

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*GN. NO.59 (Contd.)*

5. That the Agreement shall be considered to be terminated upon:
  - (a) the expiry of the validity period fixed in the agreement;
  - (b) the death of the protected person.
  
6. That the Competent Authority may terminate the Agreement, after fulfilling the conditions stipulated under Regulation 10 of these Regulations, upon:
  - (a) where the conduct of the protected person renders ineffective the protection measure of himself or others;
  - (b) where the protected person violates his obligations under this Agreement;
  - (c) where the circumstances that necessitated the protection ceases to exist prior to the expiry date of the agreement.
  
7. That the Protected Person may terminate the Agreement where:
  - (a) he voluntarily renounces the agreement in writing;\*
  - (b) in the case of an agreement entered under regulation 5(2), termination of the agreement is demanded, in writing, by the parent or guardian of the protected person;\*\* and
  - (c) in the case of a child or a person of unsound mind, the child or a person of unsound mind refuses, upon cessation of his legal incapacity, to consent to the continuation of the agreement in accordance with Regulation 5(3).\*\*

These presents have been executed and approved in the manner and on the day and year hereinafter appearing:

SIGNED BY:.....  
NAME: .....  
SIGNATURE: .....  
CAPACITY: PROTECTED PERSON/PARENT/GUARDIAN OF THE PROTECTED  
PERSON  
DATE:.....  
PLACE:.....

SIGNED BY:  
NAME: .....  
SIGNATURE: .....  
CAPACITY: .....  
DATE:.....  
PLACE:.....

- 
- shall not apply to a child or a person of unsound mind
  - \*\* shall not apply to a person of the age of majority and of sound mind

(Made under regulation 7(1))

SPECIAL PROTECTION AGREEMENT

This Special Protection Agreement is entered on .....(date) at .....(place) between ..... (name of social welfare officer) of ..... acting on behalf of .....(name of the child/person of unsound mind) who hereinafter shall be known as the protected person and.....(name of the Competent Authority) of.....(postal address) who hereinafter shall be known as the Competent Authority.

The Parties to this Agreement agree that:

8. This Agreement shall be valid for a period of .....(days) ending on.....(date) and may be extended.
9. The Social Welfare Officer undertakes to ensure that the protected person shall:
  - (h) provide true, accurate and complete information or evidence for investigation or prosecution to the case which is the subject matter of the protection agreement;
  - (i) provide necessary information as to his identity and address;
  - (j) refrain from activities that may impede the protection measure;
  - (k) accept and implement orders and directives relating to the protection;
  - (l) inform the Competent Authority of any criminal charge brought against him or deprivation of rights while under protection;
  - (m) agree to be under surveillance protection; and
  - (n) carry out other obligations as may be necessary by the Competent Authority.
10. The Competent Authority undertakes to:
  - (a) uphold the right and freedom of the protected person to the extent that is deemed essential for his protection;
  - (b) notify the protected person in advance to refrain from any activity that may impede the protection measure;
  - (c) inform the social welfare officer on behalf of the protected person on the basic needs to be provided to him and its duration, where necessary;
  - (d) ensure that the protected person gets necessary counselling services while under protection, where necessary;
  - (e) cover relocation costs where the protection measure entails relocation of the protected persons; and
  - (f) take all necessary measures to ensure the effectiveness of the protection measures under the protection agreement.
11. The Agreement shall be considered to be terminated upon:
  - (c) the expiry of the validity period fixed in the agreement;
  - (d) the death of the protected person.
12. (1) The Competent Authority may, with the approval of the Resident Magistrates' Court, terminate the Agreement where the circumstances that necessitated the protection ceases to exist prior to the expiry date of the agreement.  
(2) The Court in making its determination for termination of the agreement shall consider the best interest of the child and welfare of the person of unsound mind who is the Protected Person.

13. The Social Welfare Officer may, with the approval of the Court, terminate the Agreement where:
- (d) in the case of an agreement entered under regulation 6(2), termination of the agreement is demanded, in writing, by the parent or guardian of the protected person after being found;
  - (e) the child or a person of unsound mind refuses, upon cessation of his legal incapacity, to consent to the continuation of the Agreement.

These presents have been executed and approved in the manner and on the day and year hereinafter appearing:

These presents have been executed and approved in the manner and on the day and year hereinafter appearing:

SIGNED BY:  
NAME: .....  
SIGNATURE: .....  
QUALIFICATION .....  
INSTITUTION:.....  
DATE :.....  
PLACE :.....

SIGNED BY:  
NAME: .....  
SIGNATURE: .....  
QUALIFICATION: .....  
INSTITUTION:.....  
DATE :.....  
PLACE :.....

APPROVED BY:  
NAME: .....  
SIGNATURE: .....  
QUALIFICATION: .....  
DATE:.....  
PLACE:.....

APPLICATION FOR MINISTERS' CONSENT FOR ENTERING LEGAL OBLIGATION USING NEW IDENTITY (Made under regulation 14(1))

PART 1

(To be filled by the Applicant or in the case of a child or a person of unsound mind the competent person)

- 1. I, [insert name] a Protected Person/ or parent/guardian or Social Welfare Officer representing [a Protected Person] under the protection of [Competent Authority], apply for the Consent of the Minister in respect of a legal obligation that I desire to enter into, using my new identity.
2. The legal obligation I intend to enter into is [explain in detail and attach any relevant documents].

Dated .....at .....[Place]

[Signature]

[Date Received]

[Official Seal]

PART II (For Official Use)

STATUS OF APPLICATION

- 1. APPLICATION GRANTED/DENIED
2. REASONS FOR DENIAL:
3. CONSENT OF MINISTER ISSUED ON [DATE]

FOR: [INSERT PURPOSE]

SIGNATURE OF MINISTER/COMPETENT AUTHORITY DATE]

DATE [INSERT



*(Made under regulation 16(1))*

CONSENT OF THE MINISTER REGARDING IDENTITY OF A PROTECTED PERSON

I, .....the Minister of Constitutional and Legal Affairs, pursuant to powers vested to me under the provisions of regulation 15, DO HEREBY authorise .....[insert name] a protected person under the protection of .....[insert Competent Authority], whose identity and property ownership have been concealed to use his new identity in respect of a legal obligation applied for and dated on .....[insert date].

Signed at .....this.....day of....., 20..

..... (signature)  
..... (name)

*Minister of Constitutional and Legal Affairs*

Dodoma,  
9<sup>th</sup> February, 2023

DAMAS DANIEL NDUMBARO,  
*Minister for Constitutional and  
Legal Affairs*