



COOPERATION AGREEMENT

between the

Tanzania Natural Resource Forum

AND

Name of Organisation or Individual

This **Cooperation Agreement** (this "Agreement") is made and entered into as of March 27th, 2008 by and between Tanzania Natural Resource Forum ("TNRF") a non-profit organization organized and existing under the laws of Tanzania;

And:

The undersigned **Campaign Members**

(collectively referred to as the "Parties").

Whereas, TNRF is a non-profit organization which is a regionally focused conservation organization based in Arusha, and legally registered and operating in the United Republic of Tanzania;

Whereas, the undersigned Campaign Members are Non-Governmental Organisations legally registered and operating in the United Republic of Tanzania;

Whereas, the Parties desire to cooperate to achieve the implementation of 'Mama Misitu - An Advocacy and Public Awareness Initiative on Forest Governance and National Development' hereafter referred to as **Mama Misitu**;

Now, therefore, the Parties agree as follows:

ARTICLE 1 - OBJECTIVES

Section 1.1. Objectives. The **Campaign Member** and TNRF agree to the following mutual objectives of **Mama Misitu**, which are further elucidated in the project proposal:

1. Forest-adjacent communities become aware of the economic value of forest resources and begin to demand and receive benefits arising from sustainable forest management.
2. Key forest governance issues are recognised and addressed through increased stakeholder awareness and the adoption of appropriate stakeholder actions focused on stopping the illegal timber trade and promoting best practices in forest management.

Section 1.2. Objectives. The **Campaign Member** and TNRF undertake to work closely together to implement **Mama Mimitu** adhering to the management rules and procedures as agreed by the proper authority of **Mama Mimitu's** Steering Committee.

ARTICLE 2 - ROLES AND RESPONSIBILITIES

Section 2.1 The Steering Committee – all **Mama Mimitu's** activities will be overseen by a Steering Committee facilitated by TNRF. The **Mama Mimitu** Steering Committee shall be responsible for the overall content, timing and strategic/tactical direction of the campaign and:

- a) Be comprised of organisations legally registered and operating in the United Republic of Tanzania that sign this Memorandum of Understanding;
- b) Shall have a Chairperson, Secretary and Treasurer elected by the Steering Committee whose roles and responsibilities shall be decided by the Steering Committee.
- c) Be governed by the constitution, administrative policies and financial regulations of TNRF, except where superseded by this Memorandum of Understanding;
- d) Shall have a quorum of 50 percent of the total number of **Campaign Members**;
- e) Come into being upon the formal launch of **Mama Mimitu** and shall cease to exist upon the formal cessation of **Mama Mimitu**. The Tanzania Forest Working Group shall execute the duties of the Steering Committee in good faith for such business as may need to be carried out before the commencement of **Mama Mimitu** and after its closure.
- f) Meet on a quarterly basis set out with reasonable advance notice by the Steering Committee Secretary to provide expert guidance and support to ensure that the **Mama Mimitu** is proceeding satisfactorily, and it shall have overall responsibility for the implementation of **Mama Mimitu**;
- g) Operate by consensus and where needed by simple majority vote. Each member of the Steering Committee shall act as an equal partner, with one vote each, except that the TNRF representative shall have the power of veto. The power of veto shall only be used in circumstances when TNRF judges a course of action to be against its wider interests, particularly in exposing the organisation to an unnecessary and imprudent level of risk, as judged by the TNRF Coordinator;
- h) Authorise the commencement and/or continuation of the implementation of **Mama Mimitu's** different components on a quarterly basis, after receiving and reviewing the Project Implementation Unit's quarterly report.
- i) Exercise general control and oversight over the use and disbursement of funds by the Project Implementation Unit;
- j) Make such recommendations or alterations to the overall implementation of **Mama Mimitu** as it deems fit;

Section 2.2 The Technical Advisory Group – will provide technical advice and support to **Mama Mimitu's** activities as a voluntary entity and shall:

- a) Be comprised of up to five individuals appointed by the Steering Committee;
- b) Be accountable to the Steering Committee;
- c) Meet on an *ad hoc* basis to provide advice and support to the Project Implementation Unit;
- d) Invite and seek the advice of any party it so wishes in the interests of ensuring the successful implementation of **Mama Mimitu**;
- e) Make any recommendations to the Steering Committee about the progress and direction of **Mama Mimitu** as may be needed;

Section 2.3 The Project Implementation Unit – all **Mama Mimitu's** activities will be implemented by a Project Implementation Unit. The Project Implementation Unit shall:

- a) Be responsible for the day-to-day implementation of 'Mama Mimitu, according to an overall plan of work agreed with the Steering Committee;

- b) Be comprised of staff employed by TNRF on behalf of **Mama Misitu** as approved by the Steering Committee;
- c) Report directly to the TNRF Coordinator on a monthly basis for all management, administrative and financial issues;
- d) As needed, liaise with the Technical Advisory Group, for advice on the implementation of **Mama Misitu** in coordination with the TNRF Coordinator.
- e) Report on a quarterly basis to the Steering Committee in regard to the overall content, timing and strategic/tactical direction of the campaign;
- f) Contract appropriate components of **Mama Misitu** to contractors, with the approval of the Steering Committee as appropriate;
- g) Manage the accounts of **Mama Misitu** and provide an up-to-date account summary with every monthly report to the Coordinator, a copy of which will be made available to any **Campaign Member** upon request.
- h) Carry out effective monitoring and evaluation of **Mama Misitu's** implementation.

ARTICLE 3 - UNDERTAKINGS

Section 3.1. The Campaign Members' Undertakings. Where appropriate and when resources are available, the **Campaign Member** hereby agrees to:

- a) Work closely together with the Steering Committee, the Technical Advisory Group and the Project Implementation Unit to implement **Mama Misitu**;
- b) Be a fully participative member of **Mama Misitu's** Steering Committee, respecting normal democratic principles and having decorous relations with all **Mama Misitu's** partners;
- c) Respect the authority and proper functioning of **Mama Misitu's** Steering Committee, which shall function and implement **Mama Misitu** according to TNRF's Administration Rules and Financial Regulations;
- d) Adhere to additional management rules and procedures as agreed by the proper authority of **Mama Misitu's** Steering Committee for the implementation of **Mama Misitu**;
- e) Morally and materially support all of **Mama Misitu's** programme of activities implemented through due process and due diligence (i.e. as authorised by the Steering Committee), unless otherwise abstaining from or voting against a decision of the Steering Committee authorising the implementation of a programme of activities, and thereafter lodging a written letter stating such with the Secretary of the Steering Committee within 5 working days of its decision. Such a letter will signify the effective withdrawal of the **Campaign Member** from the Campaign for a period mutually agreed with the Steering Committee;
- f) Take an active role and specific responsibility in implementing **Mama Misitu**, following through on its commitments as agreed with the Steering Committee, the Technical Advisory Group and the Project Implementation Unit;
- g) Voluntarily undertake specified activities as agreed with the Steering Committee through entering into a separate, specific and binding agreement between TNRF and the **Campaign Member** which lays out a terms of reference, financial and other undertakings;
- h) Carry out agreed activities in a professional manner with due diligence, seeking at all times to safeguard the interests and minimise the liability of the **Mama Misitu's** partners and TNRF;
- i) Not carry out independently and separately any activity that could be construed as being the same as or similar to an activity of **Mama Misitu** without first notifying the Steering Committee and Technical Advisory Group, except for activities carried out in regions and districts other than those targeted by **Mama Misitu**;
- j) Accept full legal liability for any activity it carries out, whether or not such an activity is carried out in connection with **Mama Misitu**, which is not duly authorised by the Steering Committee and/or is vetoed by TNRF under the terms of this agreement;

- k) Notify the Steering Committee, the Technical Advisory Group and the Project Implementation Unit as appropriate of any issue or occurrence which might detrimentally affect or expose **Mama Mitsu's** partners to an unnecessary level of risk and/or legal liability;
- l) Provide and contribute such technical and logistical support as it is able in the implementation of **Mama Mitsu**;
- m) Share with the Steering Committee, the Technical Advisory Group and the Project Implementation Unit and other stakeholders any relevant data analysis (subject to Section 4.1 and 4.2 below) and help document and communicate the lessons learned from the collaborative implementation of **Mama Mitsu**;
- n) Assist the Steering Committee, the Technical Advisory Group and the Project Implementation Unit to raise funds from local and international sources for the purposes of the implementation of **Mama Mitsu** and any subsequent programme of activities as agreed by the Steering Committee;
- o) Facilitate contacts and interchanges with other similar local CSOs and CBOs in the implementation of **Mama Mitsu**.
- p) Assist the Steering Committee, the Technical Advisory Group and the Project Implementation Unit in improving its programme management and administration as far as is possible.

Section 3.2. TNRF Undertakings. In regard to TNRF's legal liability and responsibility for the actions and outcomes of **Mama Mitsu**, and in its role as overall facilitator, where appropriate and when resources are available, TNRF hereby agrees to:

- a) Host, work closely with and facilitate the smooth functioning of the Steering Committee, the Technical Advisory Group and the Project Implementation Unit to implement **Mama Mitsu**;
- b) Be responsible overall for all day-to-day technical, administrative and financial management of **Mama Mitsu**;
- c) Accept full legal liability for the actions and outcomes of the campaign duly authorised by the Steering Committee and not vetoed by TNRF, and which are professionally implemented with due diligence by one or more of **Mama Mitsu's** partners;
- d) Exercise the right to veto any activity authorised by the Steering Committee with constraint and fairness, providing a substantive and full reasoning for any veto so made;
- e) Be a fully participative member of **Mama Mitsu's** Steering Committee, respecting normal democratic principles and having decorous relations with all **Mama Mitsu's** partners;
- f) Respect the authority and proper functioning of **Mama Mitsu's** Steering Committee, which shall function and implement **Mama Mitsu** according to TNRF's Administration Rules and Financial Regulations;
- g) Adhere to additional management rules and procedures as agreed by the proper authority of **Mama Mitsu's** Steering Committee in the implementation of **Mama Mitsu**;
- h) Not carry out independently and separately any activity that could be construed as being the same as or similar to an activity of **Mama Mitsu** without first notifying the Steering Committee and Technical Advisory Group, except for activities carried out in regions and districts other than those targeted by **Mama Mitsu**;
- i) Take an active role and specific responsibility in implementing **Mama Mitsu**, following through on its commitments as agreed with the Steering Committee, the Technical Advisory Group and the Project Implementation Unit;
- j) Carry out agreed activities in a professional manner with due diligence, seeking at all times to safeguard the interests and minimise the liability of the **Mama Mitsu's** partners;
- k) Notify the Steering Committee, the Technical Advisory Group and the Project Implementation Unit as appropriate of any issue or occurrence which might detrimentally affect or expose **Mama Mitsu's** partners to an unnecessary level of risk and/or legal liability;
- l) Share with the Steering Committee, the Technical Advisory Group and the Project Implementation Unit and other stakeholders any relevant data analysis (subject to Section 4.1

and 4.2 below) and help document and communicate the lessons learned from the collaborative implementation of **Mama Mitsu**;

- m) Assist the Steering Committee, the Technical Advisory Group and the Project Implementation Unit to raise funds from local and international sources for the purposes of the implementation of Mama Mitsu' and any subsequent programme of activities as agreed by the Steering Committee;
- n) Facilitate contacts and interchanges with other similar local CSOs and CBOs in the implementation of **Mama Mitsu**.
- o) Assist the Steering Committee, the Technical Advisory Group and the Project Implementation Unit in improving its program management and administration.

Section 3.3. TNRF Additional Requirements. TNRF hereby agrees to:

- a) Ensure that the Project Implementation Unit maintains complete and accurate records containing all information required for verification of use of funds under this Agreement for a period of three years following the termination or expiration of this Agreement for any reason. If necessary, TNRF will keep separate accounts for each particular component of **Mama Mitsu**.
- b) Furnish to funding partners such information as each funding partner may from time to time reasonably request and permit representatives of the funding partner to visit any of the premises or sites of the Project implementation Unit and to have reasonable access to its accounts and records.
- c) Supply the following audit(s) and reports at any time upon the request of a Steering Committee member (i.e. partner) or funding partner:
 - (i) A copy of TNRF's annual financial statements for each of its fiscal years during the Term of this Agreement;
 - (ii) A semi-annual report on all of the activities for which funding was provided, setting forth the progress and percentage of completion of major phases and milestones;
 - (iii) Upon termination of the project, TNRF will promptly provide a final technical report and a final financial report setting forth, among other things, the aggregate amount of unexpended funds.

Section 3.4. Use of Funds. The Parties agree that:

- a) All funds received for **Mama Mitsu** will be used solely for the implementation of **Mama Mitsu** as set out in the project budget and their management shall be overseen by the Steering Committee;
- b) The Steering Committee shall have the right, as it sees fit, to reallocate and reprioritise the use of funds for the purposes of implementing **Mama Mitsu** in accordance with any conditions laid down by funding partners.

Section 3.5. Institutional Standards. The Parties will work together to set, and assist **Mama Mitsu** in meeting, minimum institutional standards which will include but not be limited to compliance with local government requirements, compliance with the terms and conditions of any grant awards, completion of an accurate annual financial statement audit, and compliance with accepted principles of internal control. The Parties agree to comply with such standards during the Term of this Agreement.

Section 3.6. Governing Steering Committee Membership. The **Campaign Member** has the right, in its sole discretion, to appoint one representative to serve on **Mama Mitsu's** Steering Committee with voice and vote.

ARTICLE 4 - INTELLECTUAL PROPERTY

Section 4.1. Intellectual Property.

- a) Any work created or invented by a **Campaign Member** or TNRF under this Agreement, including any and all graphic, audio or visual materials, databases, processes, reports, studies, photographs (and negatives), computer programs, and any and all writings or other similar works or documents, along with all supporting data and material, whether on paper, disk, tape, digital file or in any other medium (any "Creative Work"), will be and remain the intellectual property of TNRF and the **Campaign Member**, and shall not be used for personal gain or profit, nor disclosed to a third party without the consent of both TNRF and the **Campaign Member**.
- b) If TNRF and a **Campaign Member** jointly produce a Creative Work (a "Joint Creative Work"), TNRF and the **Campaign Member** will jointly own the intellectual property rights in the Joint Creative Work in all jurisdictions of the world. Each Party agrees to share use of and allow the other Party access to the Joint Creative Work (in whatever format or medium), and neither Party is required to account to the other for any publication or other use of the Joint Creative Work as long as both Parties are credited appropriately in the publication or other use of the Joint Creative Work.

Section 4.2. Publication of Results and Credit.

- a) Subject to Section 4.1, and with the consent of the **Campaign Member** and TNRF (which will not be unreasonably withheld), either Party may publish, in draft or in final form, the results of projects carried out, in whole or in part, in the course of performing work under the scope of this Agreement (or any Addenda implementing this Agreement). Any document that either the **Campaign Member** or TNRF prepares unilaterally and publishes in the course of performing work under the scope of this Agreement (or any Addenda implementing this Agreement) will express in writing the collaboration of the other Party involved. Each Party will be solely responsible for any document that it prepares or publishes unilaterally.
- b) Unless otherwise agreed in writing, each of TNRF and the **Campaign Member** agrees to acknowledge reasonably prominently the participation and services provided by the other Party whenever it prepares an article or report, participates in an interview with the media, gives a public talk, or otherwise makes a public appearance with respect to the projects covered by or significantly related to this Agreement.

Section 4.3. Information Sharing.

Subject to Section 4.1, the **Campaign Member** and TNRF hereby agree to exchange information, at their discretion, on their mutual projects in and around the Country and the results of questionnaires, surveys and research and any other relevant information that could help achieve conservation for priority species.

Section 4.4. Use of Name and Logos of the Campaign Member and TNRF.

- a) Neither the **Campaign Member** nor TNRF will make any public announcement of any matter pertaining to Mama Mitsu contrary to the agreed project implementation plan collaboratively developed under this Agreement without the prior consent of the Steering Committee. All press releases will be joint press releases. All publicity, press releases and other public communications will accurately reflect the roles of the **Campaign Members** and TNRF hereunder and will refer to and feature the **Campaign Members** and the **Campaign Members** consistently with those roles.

- b) Nothing in this Agreement will be construed as authorizing either the **Campaign Member** or TNRF to use the other's name, logos, trademarks or other intellectual property (except as authorized by 4.1(b) above). Any use of such names, logos, trademarks or intellectual property (except as authorized by 4.1(b) above) will be made only with the express written authorization of relevant Party or as agreed by the Steering Committee as the case may be, and in accordance with any applicable license or guidelines. Notwithstanding the foregoing, no additional authorization will be required for any use of a Party's name, logo or other trademark in any publication (including any brochure, flier or poster), or any press release or public announcement, that has been approved in writing in advance by both Parties.
- c) The **Campaign Members** and TNRF agree to place the logos of both organizations in equivalent positions and in the same typeface and size in any publication (including any brochure, flier or poster), or any press release or public announcement, made by either party relating to projects carried out under this Agreement.

ARTICLE 5 - MISCELLANEOUS

Section 5.1. Period of validity of the agreement. Unless extended or earlier terminated in accordance with its terms, the validity of this Agreement will begin on the date of this Agreement ("Commencement Date") and will terminate at the close of business on the third anniversary (the "Expiration Date") of the Commencement Date. Any extension beyond the Expiration Date must be in writing and signed by the **Campaign Member** and TNRF.

Section 5.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, where permitted. Neither this Agreement, nor any of the rights or obligations of either Party hereunder may be assigned, in whole or in part, by either Party without the prior written consent of the other, and any purported assignment made in violation of this prohibition will be null and void.

Section 5.3 Communication. Communication between the **Campaign Member** and TNRF shall be effected through the Project Implementation Unit and the Communications and Campaign Manager in the first instance. All communications should be copied to the TFWG Coordinator. The **Campaign Member** may also directly communicate with the Steering Committee through its elected Secretary, and with Technical Advisory Group through contacting the TFWG Coordinator.

Section 5.4 Relationship. Nothing in this Agreement shall be construed to create a relationship between the Parties of agency, partnership, joint venture or any other similar arrangement, or to render either Party liable for any debts or obligations incurred by the other.

Section 5.5. Conflict Resolution.

- a) The Parties hereby agree that, in the event of any dispute, controversy or claim between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute, controversy or claim cannot be resolved informally within sixty (60) days, the Parties agree that the dispute, controversy or claim will be settled by binding arbitration in accordance with the laws of the United Republic of Tanzania. The decision of the arbitrator(s) shall be final and binding upon the Parties and their respective successors and assigns.
- b) **Governing Law.** This Agreement, the rights and obligations of the Parties hereunder, and any interpretation of the terms and conditions hereof shall be governed in all respects by the laws of the United Republic of Tanzania.

Section 5.6. Termination. Either Party will have the right to terminate this Agreement by giving 60 days' written notice to the other Party of its intent to terminate. Upon receipt of the termination notice from a Party, the other Party will take all action necessary to cancel outstanding commitments relating to the work under this Agreement. The Parties will use their best efforts to honour their respective prior commitments.

Section 5.7. Non-exclusive. The Parties hereby agree that the present Agreement allows each of the Parties to enter into and perform other agreements with similar or related purposes with other persons or entities whether in the Country or abroad.

Section 5.8. No Waiver. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

Section 5.9. Responsibility. Each Party is responsible for the safety and conduct of its staff or of any person that it may retain to carry out the activities described in this Agreement or any Addenda and to comply with the provisions of this Agreement. The **Campaign Members** shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by any of TNRF's employees, contractors or agents. Likewise, TNRF shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by any of the **Campaign Members'** employees, contractors or agents. In no event shall TNRF be liable or responsible to the other Party for indirect, special, incidental, punitive, or consequential damages (including lost profits or lost savings), even if a Party is informed of their possibility as a result of 'Mama Mitsu' activities not authorised by the Steering Committee.

Section 5.10. Indemnity. Each Party agrees to indemnify, and defend and hold the other Party, its trustees, directors, officers, employees, independent contractors and agents (together, the "Indemnitees") harmless from and against any and all claims, causes of action, liabilities, damages, injuries, claims, suits, judgments, and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) suffered or incurred by any Indemnity as a result of (a) any act or omission of the indemnifying Party or any of its employees, independent contractors or agents that (i) is negligent or wilful misconduct, (ii) breaches of any provision of this Agreement, or (b) any third party claims of infringement of proprietary rights.

Section 5.11. Amendments. No amendment of this Agreement is valid unless in writing and signed by both Parties.

Section 5.12. Severability. The invalidity or partial invalidity or unenforceability of any provision of this Agreement or any other contractual arrangement entered into to carry out this Agreement shall not affect the validity or enforceability of any other provision.

Section 5.13 Entire Agreement. This Agreement as well as any Addendum approved in writing, each of which is incorporated in the Agreement, constitute the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous oral or written understanding or agreements between the Parties related to the matters addressed herein.

Section 5.14. Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement.

Section 5.15. Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together will constitute one instrument.

Signatory Page of the Campaign Member

In witness whereof I hereby declare that I am and authorised officer of:

Organisation: _____

On whose behalf I am authorised to enter into and cause this Agreement to be executed as of the date first set forth above by affixing my signature and my organisational stamp below:

Signed: _____

Name: _____

Position: _____

*The below is for legal use and should not be filled in by the **Campaign Member**:*

Authenticated by: _____

Stamp:

Date: _____

Signatory Page of TNRF

Tanzania Natural Resource Forum

Signed _____

**Name: Andrew Williams
Coordinator
Tanzania Natural Resource Forum**

Signed _____

**Name: Alais Morindat
Chairperson
Tanzania Natural Resource Forum**

Authenticated by: _____

Stamp:

Date: _____