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MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

And

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

And

**THE REPUBLIC OF KENYA MINISTRY OF ENVIRONMENT, NATURAL
RESOURCES AND REGIONAL DEVELOPMENT AUTHORITIES**

On

National Wildlife Conservation and Management

The Department of the Interior of the Government of the United States of America (hereinafter referred to as DOI), the United States Agency for International Development (hereinafter referred to as USAID), and the Kenya Ministry of Environment, Natural Resources and Regional Development Authorities (hereinafter referred to as MENRRDA), herein collectively referred to as the Participants, considering the National Wildlife Conservation and Management Strategy, have entered into this Memorandum of Understanding (hereinafter referred to as the MOU or Memorandum).

PREAMBLE

The DOI is the United States Cabinet Agency with primary responsibility for managing natural and cultural resources in public trust, including national parks and wildlife refuges, and multiple-use lands. It manages the Nation's public lands and minerals, including providing access to more than 500 million acres of public lands, 700 million acres of subsurface minerals, and 1.7 billion acres of the Outer Continental Shelf.

Further, DOI is responsible for migratory bird and wildlife conservation; historic preservation; endangered species conservation; surface-mined lands protection and restoration; mapping, geological, hydrological, and biological science for the United States; and financial and technical assistance for U.S. insular areas.

The DOI draws upon the technical expertise of the 70,000 employees within its bureaus to provide targeted technical assistance tailored to the needs of other countries of interest and concern to the United States. The DOI's International Technical Assistance Team (ITAP) has

been providing international technical assistance since 1995. With its depth of applied knowledge, ITAP provides technical assistance to countries around the globe to develop and implement projects on the ground in areas of Departmental expertise.

The USAID is an independent U. S. Government agency that supports long-term and equitable development and advances U.S. foreign policy objectives by supporting: economic growth, agriculture and trade, global health, democracy, natural resource management, conflict prevention, and humanitarian assistance in the world.

The USAID/Kenya supports Kenya's governance, economic, and human development challenges. To achieve its objectives, USAID/Kenya works at national, state, and local levels with public, private (national and multinational organizations), and civil society partners to develop and implement strategies to improve democratic rule, increase incomes, and deliver services to Kenyans, including services in combatting wildlife trafficking, adapting to climate change, and expanding biodiversity conservation in Kenya and East Africa.

The MENRRDA is responsible for policies and programs aimed at improving, maintaining, protecting, conserving, and managing the richness of Kenya's natural resources, including water, forestry, wildlife, and environment. This organization includes the semi-autonomous state corporations Kenya Wildlife Service (KWS), Kenya Forest Service, and National Environmental Management Authority.

The KWS is a state corporation that was established by an Act of Parliament (Cap 376), now repealed by WCMA 2013, with the mandate to conserve and manage wildlife in Kenya and to enforce related laws and regulations. The KWS undertakes conservation and management of wildlife for resources across all protected areas and systems in collaboration with stakeholders. The goal is to work with others to conserve, protect, and sustainably manage wildlife resources. The community wildlife program of KWS, in collaboration with others, encourages biodiversity conservation by communities living on land essential to wildlife, such as wildlife corridors and dispersal lands outside parks and reserves.

Wildlife occupies more than 70 percent of Kenya's land surface, provides more than 300,000 jobs, and makes up 12 percent of the country's Gross Domestic Product (GDP); in order to protect the land and wildlife, the Wildlife Conservation Management Act was established in 2013. The Wildlife Conservation Management Act established the National Wildlife Conservation and Management Strategy (hereinafter referred to as The Strategy), which is where ITAP will provide technical expertise. The Strategy works to improve the effectiveness with which the government and agents, county government, communities, and landowners' actions target threats to wildlife conservation.

ARTICLE I—DEFINITIONS

Programmatic support: Provision of funding, technical expertise, data, or other information or material goods in pursuit of agreed-upon project objectives.

Invitational travel: Authorized travel of individuals not employed in the U.S. Government service. Travel allowances authorized for such persons are the same as those normally authorized for U.S. Government employees in connection with Temporary Duty Travel Allowances as written in the U.S. Federal Travel Regulations.

Participating Agency Program Agreement (PAPA): The agreement between USAID and other U.S. Federal Agencies (in this case, DOI) through which USAID can use the services and facilities of another Federal agency. The Participating Agency (DOI) is responsible for activity performance, including staffing, supervising, making administrative arrangements, backstopping, and reporting, subject to general guidance from USAID and the provisions of the interagency agreement. The Participating or Servicing Agency is also responsible for informing USAID of potential issues or problems that may affect implementation of the agreement.

Multiple use lands: The use of land for more than one purpose, such as, grazing of livestock, recreation, and timber production. The term may also apply to the use of associated bodies of water for recreational purposes, fishing, and water supply.

ARTICLE II—PURPOSE

A. Purpose:

The objective of the MOU is to facilitate cooperation between the Participants in promoting natural wildlife conservation and management.

ARTICLE III—COOPERATIVE ACTIONS

The areas of cooperation referred to in Article I will be carried out in the Participants' respective territories, subject to the laws and regulations of the Participants. This area of cooperation between the agencies and the groups will be in the form of:

- a) Programmatic support
- b) Invitational travel
- c) Provision of equipment and
- d) Training

ARTICLE IV—FORMS OF COOPERATION

Forms of cooperation under this MOU will be collaborative efforts determined by DOI, USAID, and MENRRDA, geared toward increasing local capacity for improved resource management in selected geographic areas (the Program).

Activities under this MOU are subject to the availability of personnel, resources, and funds. This Memorandum should not be construed to obligate any particular expenditure or commitment of resources or personnel. The Participants intend, in accordance with Article VII below, to

develop specific Annexes in writing before the commencement of each project (the Project) hereunder.

Each Participant should designate a principal representative who, as mutually determined upon by DOI, USAID, and MENRRDA, should meet to review the activities under this MOU and develop proposals for future activities as appropriate.

ARTICLE V—TITLE TO PROPERTY

Title to any part of the equipment, instruments, software, or any personal property to be used for the purpose of conducting the Program, in general, should be vested in DOI, USAID, or any other cooperating agency that supplied it or provided the funds for its acquisition, unless otherwise decided in writing, in a particular Annex to this MOU between the cooperating Participants for the more effective execution or followup of the Program in specific cases, or with respect to specific categories of equipment, instruments, software, or personal property.

ARTICLE VI—LIABILITY

Each Participant should be responsible for damage claims to its own property or injury to its own employees resulting from work performed directly for the Program described in this MOU or any Annexes to this MOU.

ARTICLE VII—APPROPRIATION OF FUNDS

To the extent that the carrying out of any provision of this MOU depends on the appropriation of funds from the United States of America, Program implementation activities will be subject to the availability of such funds pursuant to the national laws and procedures applicable in the United States of America.

ARTICLE VIII—ANNEXES

The Participants should communicate in writing and in advance prior to carrying out activities under this MOU. Such activities should be described in Annexes to this MOU and should set forth in terms appropriate to the activity a work plan, staffing requirements, cost estimates, funding sources, and other particular undertakings, obligations, or conditions not included in this MOU. In the case of an inconsistency between the terms of this MOU and the terms of any Annexes to this MOU, the terms of this MOU shall prevail.

ARTICLE IX—INVOLVEMENT OF OTHER INSTITUTIONS

The Participants may include, as appropriate and as may be mutually decided in writing, the services of other government agencies, universities, or organizations for the development and implementation of this MOU; however, title to the wildlife and biodiversity remains vested in Kenya and cannot be exported without the proper clearinghouse channels.

ARTICLE X—VALIDITY, AMENDMENT, AND TERM

Activities under this MOU may commence in accordance with its terms. The term (term) of this Memorandum will begin on the date of its signature by the Participants (Commencement Date) and will terminate at the close of business on May 20, 2020. Any extension beyond the Expiration Date must be in writing and signed by the Participants.

ARTICLE XI—TERMINATION

This MOU may be terminated by a Participant upon 60 days of written notice to the other Participants. Upon receipt of the termination notice from a Participant, the other Participants will take all action necessary to cancel outstanding commitments relating to the work under this MOU. The Participants will use their best efforts to honor their respective prior commitments.

ARTICLE XII—FINANCIAL OBLIGATIONS

Without prejudice to what the Participants may provide in any Annexes to this MOU for the joint implementation of Programs, Projects, and/or activities, this Memorandum in and of itself does not create obligations of a financial nature for any of the Participants, except as has been agreed by the Participants.

ARTICLE XIII—DISPUTE RESOLUTION

Any dispute arising out of the interpretation, application, or implementation of this MOU will be settled amicably through consultation or negotiation among the Participants.

ARTICLE XIV

This MOU constitutes a statement of mutual intent and is not intended to create any legally binding obligation on any participant.

IN WITNESS WHEREOF, the undersigned, on behalf of their respective governments, signed this Agreement on this 25 day of the month of January in the year 2016 in three originals in the English Language, all three texts being equally authentic.

**For the Department of the Interior
United States of America**

**For the Ministry of
Environment, Natural
Resources and Regional
Development Authorities**

**For the U.S. Agency for
International Development**

Sally Jewell
Secretary

Judi Wakhungu
Cabinet Secretary

Karen Freeman
Mission Director
Kenya and East Africa

Date: _____

Date: _____

Date: _____