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MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR

And

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

And

NORTHERN RANGELANDS TRUST

Concerning

Community-Based Natural Resources Management in Kenya

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 non-profit, non-governmental organization, Northern Rangelands Trust, Kenya (hereinafter referred to as NRT), herein collectively referred to as the Participants, considering the importance of addressing natural resources management and community outreach, have entered into this Memorandum of Understanding (hereinafter referred to as the MOU or Memorandum).

ARTICLE I — PARTIES

The DOI is the United States Cabinet Agency with primary responsibility for the management of natural and cultural resources in public trust, including national parks and wildlife refuges, and multiple-use lands. The DOI 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. The 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 Northern Rangelands Trust is an umbrella organization of 33 community conservancies with good governance as the keystone to success. The conservancies stretch across the arid and semi-arid landscape of northern Kenya and along the Tana River Delta, protecting iconic species such as elephants, rhinoceros, giraffe, cheetah, Grevy's zebra, hirola, and oryx. The NRT aims to "develop resilient community conservancies that transform lives, secure peace, and conserve natural resources" by raising funds for conservancies, providing them with advice on how to manage their affairs, supporting a wide range of training, helping broker agreements between conservancies and investors, and monitoring performance to provide donors with a degree of oversight and quality assurance. The NRT has improved the lives and livelihoods of more than 280,000 people; secured peace and natural resources across the rangelands in nine counties; earned more than \$1 million annually through wildlife tourism, livestock investments, and women-owned bead craft enterprises; and expanded infrastructure.

ARTICLE II — AUTHORITY AND PURPOSE

A. Legislative authority:

The relationship between the Participants for this Memorandum of Understanding is entered into by the authority of the Foreign Assistance Act, Section 632(b) of 1961, and the governing Participating Agency Program Agreement (PAPA, Award Number 615-PAPA-ENRM-15-001) signed between DOI and USAID on June 12, 2015. The USAID contributed funds to DOI under the PAPA in order to access specialized expertise through DOI's International Technical Assistance Program (DOI-ITAP) for partner countries and to promote government-to-government professional exchanges between the United States and host government experts in combatting wildlife trafficking, adapting to climate change, and expanding biodiversity conservation.

B. Purpose:

To provide targeted technical assistance available through DOI, in partnership with NRT, that builds capacity of local actors on priority topics. The DOI, USAID, and NRT hereby intend to pursue technical cooperation in accordance with the terms of this MOU.

ARTICLE III— COOPERATIVE ACTION

The cooperative actions referred to in Article II will be subject to the laws and regulations of the Participants when they are carried out in their respective territories. Forms of cooperative action under this MOU may consist of:

- Programmatic support
- Invitational travel
- Provision of equipment
- Training

ARTICLE IV—CONDUCT OF THE PROGRAM

Forms of cooperation under this Memorandum will be collaborative efforts determined between DOI, USAID, host governments, and stakeholders, geared toward increasing local capacity for improved resource management in selected geographic areas (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 VI below, to develop specific Annexes in writing before the commencement of each project (Project) hereunder.

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

ARTICLE V—TITLE TO PROPERTY

Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting a Project covered by this MOU, should be vested in DOI or USAID, unless otherwise decided in writing in an Annex to this MOU between the Participants for the more effective execution or follow-up of the Program.

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 follow-up 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 Memorandum.

ARTICLE VII—APPROPRIATION OF FUNDS

To the extent that the carrying out of any provision of this MOU depends on the appropriation of funds, 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 be controlling.

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.

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 not exceed the period of performance (Expiration Date) as outlined in the PAPA or terminate at the close of business on the tenth (10th) anniversary (Expiration Date) of the Commencement Date. 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 30 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.

ARTICLE XIII—DISPUTE RESOLUTION

Any dispute that arises in connection with the application or interpretation of this MOU or any Annexes to this MOU may be resolved by direct negotiation between the Participants.

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

**For the Northern Rangelands
Trust**

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

Sally Jewell
Secretary
Department of the Interior

Mike Harrison
CEO
Northern Rangelands Trust

Karen Freeman
Director
USAID East Africa Mission

Date: _____

Date: _____

Date: _____