



Contract Number:	P117513-SEMBA-06232023
<b>TNC Accounting Information</b>	
Project Name:	Tanzania MSP Scoping
Project-Award-Activity #:	P117513 - A107183- 109582
Source of funds:	<input checked="" type="checkbox"/> Public Funds <input type="checkbox"/> Private funds <input type="checkbox"/> Private funds with donor restrictions <input type="checkbox"/> Private funds as match for public funds

### CONTRACT FOR SERVICES

This Contract for Services (the “**Contract**”) is entered into by and between the following parties:

Legal Name	The Nature Conservancy ("TNC")
TNC Business Unit	Africa
Registered Address of Contracting Office	31 El Molo Drive Off Maji Mazuri Rd Lavington
Name and Title of Representative (Signatory)	Adnan Awad – Africa Ocean Director
Name and Title of Programmatic Contact Person	Tuqa Jirmo – Project Manager WIO Blue economy
Email Address of Contact Person	Tuqa.Jirmo@tnc.org

and the following person (“**Contractor**”):

Name of Contractor	Dr. Masumbuko Semba
Address	Kigamboni, Dar es Salaam
Email Address	<a href="mailto:lugosemba@gmail.com">lugosemba@gmail.com</a>
Telephone	+255 717 603 703
Tax Identification Number	11-681-6970

1. **Services.** TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract. The parties acknowledge that the Services are to be performed or delivered in the following country or countries: United Republic of Tanzania.
2. **Payment.** TNC will compensate Contractor for the Services by paying a “Contract Fee” as follows:
  - a. **Contract Fee Amount:** TSH 18,656,600/=
    - i. Type of Currency: TSH
    - ii. The Contract Fee is inclusive of all taxes unless otherwise noted herein and exclusive of reimbursable expenses.
      - ☐ Yes / ☒ No – [Insert GST or VAT] is included in the Contract Fee.
      - ☐ Yes / ☒ No – To pay [Insert GST or VAT], TNC will add [\$\$\$\$\$ or %] to the Contract Fee.
      - ☒ Yes / ☐ No – TNC will withhold TSH 5,596,980.00 or 30% from the Contract Fee for required taxes.
  - b. **Contract Fee Payment Schedule:**
    - i. TSH 11,656,600/- Payment One upon receipt and approval by TNC of draft review report.
    - ii. TSH 7,000,000/- Payment Two upon receipt and approval by TNC of final draft report.
  - c. **Reimbursable Expenses:** ☐ N/A or ☒ TNC will reimburse the Contractor for eligible expenses as follows:  
Maximum Amount for Reimbursable Expenses (including all taxes): TZH 340,000.00

Description of expenses eligible for reimbursement: In addition to the Contract Fee, TNC will reimburse Contractor for its out-of-pocket costs in performing the Services, such as local travel, and other out-of-pocket expenses, to the extent reasonably incurred by Contractor in performing the Services, provided that total reimbursable expenses must not exceed TSH 340,000 (the "Reimbursable Cap") without TNC's prior written consent. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC at the end of the Contract term.

- d. **Invoices and Payments.** Unless additional acceptance criteria are defined in Exhibit A, TNC shall provide approval of Services and deliverables within 30 days of receipt. Requests for payment of the Contract Fee must be submitted to TNC through a proper invoice as required by applicable laws for the Contractor's type of entity in their country or state of incorporation. The invoice must itemize the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments by wire transfer. Any applicable currency conversion will be calculated at market rates at the time of payment. Expenses authorized for reimbursement by TNC must be: (i) substantiated by adequate documentation (such as invoices or receipts), unless waived in writing by TNC; (ii) reasonable in amount; (iii) related to and in furtherance of the Contract purposes; and (iv) submitted with Contractor's invoices for payment. In the event of early termination of the Contract and upon receipt of any termination notice, with or without cause, Contractor shall not incur any further expenses, without express written consent by TNC. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC by Contractor at the end of the Contract term. TNC shall not pay any expenses to third parties on behalf of the Contractor.
3. **Term.** This Contract will become effective upon the last signature date below and will expire automatically once all the Services have been completed and final payment by TNC has been made (the "Contract Term"). Contractor must comply with all deadlines in Exhibit A and finalize all Services on or before **10<sup>th</sup> August 2023**. Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email. Time is of the essence in the performance of this Contract.
4. **Termination.**
  - a. **Without Cause.** TNC may terminate this Contract without cause at any time upon two weeks' written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.
  - b. **For Cause.** TNC may immediately terminate this Contract for cause by written notice to Contractor if Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if TNC determines at any time that the Services cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies or operating procedures. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages.
  - c. **Refund of Advanced Payments.** Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments.
5. **Conflict of Interest Determination.** Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict Inquiry Form (attached as Exhibit B) is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are exempt from this requirement.
6. **Independent Contractor Status**

- a. **Independent Contractor.** The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party. Contractor warrants and represents that Contractor (i) shall timely file and pay all self-employment taxes and other amounts due with respect to payments received hereunder; (ii) may perform work for other clients during this engagement; and (iii) is customarily engaged in an independently-established trade, occupation, profession, or business.
- b. **No Benefits.** Contractor acknowledges and agrees, and it is the intent of the parties that neither Contractor nor any employees or subcontractors of Contractor be eligible for or receive any TNC-sponsored benefits as either a contractor or employee. Such non-eligible benefits include, but are not limited to, paid vacation, sick leave, holiday leave, notice prior to dismissal, severance, garden leave, overtime pay, medical insurance, and retirement savings participation. If Contractor is reclassified by a state or federal agency, local authority, or court as an employee, Contractor will become a reclassified employee and will receive no benefits except those mandated by applicable state or federal laws, even if by the terms of TNC's benefit plans in effect at the time of such reclassification Contractor would otherwise be eligible for such benefits on a retroactive or prospective basis.
- c. **Disclosure.** Unless mandated by applicable laws, TNC will not provide unemployment compensation coverage for Contractor. Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity.
7. **Taxes.** The Contractor agrees to assume responsibility for the declaration and payment of taxes and for compliance with all relevant provisions and requirements in accordance with the applicable tax laws of [insert country here], including the payment of the value added tax or its equivalent TNC will deduct and pay, on behalf of The Contractor, 30% on the income earned under this Contract in accordance with Tanzania's withholding tax requirements. If applicable, TNC will notify the tax authority of the United States of America of all remuneration paid to the Contractor using Form 1099 or local authorities as required. Contractor shall also be responsible for all filings related to VAT.
8. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
9. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and its affiliates, related entities, directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers' compensation insurance coverage as required by Applicable Laws; (b) commercial general liability insurance of at least TZS 1,000,000.00 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the

Services, with a liability limit of at least TZS 25,000.00 per occurrence; and (d) professional liability insurance in the amount of at least TZS 50,000,000.00 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services).

Contractor's insurance policies must be primary to TNC's insurance policies. Upon request from TNC, the foregoing requirements must be evidenced by one or more certificates of insurance before any of the Services commence. Contractor must provide at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits or coverage, or other material change of the policies. TNC reserves the right to request additional documentation.

**11. Intellectual Property.**

- a. **Ownership and Licenses.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), the Works shall be considered commissioned works and all right, title, and interest therein shall vest in TNC upon creation. To the extent that any Works do not so vest in TNC, the Contractor unconditionally assigns to TNC, and TNC's successors, all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor further grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for TNC to enjoy all rights associated with ownership of the Works. The Contractor agrees that if required by TNC, the Contractor will procure the written consent of its employees to waive their moral rights in respect of the Works, supporting data or materials, the form of such written consents to be prepared by TNC.
- b. **Delivery of Works and Other Documentation.** Upon request of TNC, Contractor will deliver to TNC all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish TNC's ownership of the Works.
- c. **Warranty.** Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.

12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.

13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC or its affiliates, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data (including donor data), marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not, without TNC's prior written consent, use, copy, publish, or divulge any Confidential Information, and agrees to use Confidential Information solely in furtherance of the Services and for no other reason. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable

Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.

14. **Compliance with Laws.** Contractor represents, warrants, and agrees that Contractor:

- a. can lawfully work in the country or countries where the Services will be performed;
- b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to and ensure TNC has any future permissions necessary for completion of the project, if applicable. It is also the responsibility of the Contractor to secure necessary relationships and permissions from any Indigenous peoples and local communities (e.g., First Nations, if operating in Canada);
- c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately held entity in which a Government Official<sup>1</sup> has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
- d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdictions in which the Services are performed and any other jurisdictions in which Contractor is organized or authorized to do business;
- e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;
- f. will not employ any person who is less than 18 years old, unless permissible by applicable laws in the jurisdiction where the Contractor is performing the Services. Under no circumstances shall the Contractor employ any person who is less than 16 years old, even if permissible by the applicable laws;
- g. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein.
- h. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately-held entity in which a Government Official<sup>2</sup> has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
- i. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the, Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:

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<sup>1</sup> For purposes of this Contract, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

- i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
- ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
- iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
- iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the money laundering statutes of any and all jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
- j. will not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status;
- k. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
- l. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, "Applicable Laws");
- m. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and
- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether or not the Contractor is at fault, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

**15. Governing Law; Forum.**

This Contract and claims relating to this Contract, whether based on contract, tort, or other law, will be interpreted, construed, and governed by the laws of the United Republic of Tanzania (excluding its choice of law principles, if any), and such other U.S. laws as are applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Contract, the parties agree that litigation will be conducted in the United Republic of Tanzania

**16. Miscellaneous Terms and Conditions.**

- a. **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be sent and deemed delivered as follows: (i) in person – delivered immediately; (ii) by mail, postage prepaid, certified (return receipt requested) – delivered three business days after sending; (iii) by a

nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery – delivered the next business day; or (iv) email – delivered the next business day.

- b. **Assignment; Subcontracting.** Contractor may not assign, transfer, mortgage, charge, or deal in any other manner with any or all of its rights and obligations under this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be granted via email or by the inclusion of the subcontract description in Exhibit A. TNC's consent to subcontract may be granted or withheld in TNC's sole discretion.
- c. **Code of Conduct; Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).
- d. **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services, will be effective unless in a writing signed by both parties. In the event of a conflict, priority will be given to documents in the following order: (i) provisions in the main body of this Contract; (ii) provisions of any exhibit pursuant to Section 17 below, if applicable; (iii) Description of Services set forth in Exhibit A; and (iv) any additional exhibits or attachments to this Contract.
- e. **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.
- f. **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
- g. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.
- h. **Consent to Digital or Electronic Signatures.** Digital or electronic signatures, where authorized under Applicable Laws, will be fully binding for all purposes related to this Contract.
- i. **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.
- j. **Force Majeure.** This Contract may be immediately terminated by either party by providing written notice to the other party, and TNC shall pay Contractor for all Services that have been satisfactorily performed as of the date of termination, if acts of God, war, terrorism, widespread pandemics, or other similar circumstances make performance of the Contract illegal, commercially impractical, unsafe, or inadvisable.
- k. **Survival.** The "Liability; Indemnification," "Confidential Information," and "Intellectual Property" Sections of this Contract will survive the expiration or earlier termination of the Contract.

In consideration of the above, TNC and Contractor execute this Contract effective as of the later date of signature below.

**The Nature Conservancy**

Signature:

Printed Name & Title: Tuqa Jirmo, Program Lead Western Indian Ocean (WIO) - TNC

Date: 14/07/2023

**Contractor**

Signature:

Printed Name & Title: Masumbuko Semba

Date:

**TNC CCS Approval**

Signature: *Loice Abende*

Printed Name & Title: Loice Abende, Certified Contract Specialist

Date: July 13, 2023

**Exhibits**

Exhibit A: Description of Services

Exhibit B: Conflict Inquiry Form



**EXHIBIT A**  
**Description of Services**

**1. Background**

The marine and coastal ecosystems of Kenya, Seychelles, Tanzania, and Mauritius in the Western Indian Ocean (WIO) are rich and diverse, supporting globally unparalleled marine biodiversity and economically important activities, from tourism to fishing. These countries have identified that addressing coastal and marine resource management challenges are critical for achieving International Convention on Biological Diversity (CBD) SDG and Agenda 2030 goals and each country's Nationally Determined Contributions (NDCs). Marine Spatial Planning (MSP) is a process which brings together different ocean users to make informed and coordinated decisions about how to use ocean resources sustainably, provides governments, local communities, and marine industries with a transparent, equitable and participatory processes to navigate these challenges, develop effective and durable solutions, and plan for the future. It is a tool that can be used to ensure that coastal communities and nations continue to thrive alongside a healthy ocean.

Tanzania is renowned for the attractiveness of its coastal and marine environments, high marine biodiversity and rich marine and coastal resources. These coastal ecosystems interact with each other and together sustain a tremendous diversity of marine life, which is an important source of sustenance for coastal communities and a source of revenue from tourism for the nation. For instance, a wide range of important and valued species are found, including an estimated 150 species of coral in 13 families, 8,000 species of invertebrates, 1,000 species of fish, 5 species of marine turtles, and many seabirds.

Signs of environmental degradation, as well as a decline in natural resources and biodiversity, are beginning to become more obvious. This is evidenced by declining yields of fish, deteriorating conditions of coral reefs, and continuing reduction in the area of mangroves and coastal forests. This degradation is attributed to unsustainable use of coastal resources as well as pressures from the growing coastal population. Un-managed use of the resource is the number one issue, and lack of planning on what resources are available and can be used is the second largest issue.

The initial stage of MSP Pre-feasibility Analysis for MSP in Tanzania is to conduct scoping, legal and policy study.

**2. Objectives**

This study is the first in a number of steps designed to inform and prepare Tanzania for the establishment of a comprehensive national-scale MSP process, which will facilitate Tanzania's development of a sustainable Blue Economy and will consist of three core components:

- a) Undertake review and editorial on the ongoing study report conducted by Blue resources consultant on current status of MSP arrangements for the maritime waters of Tanzania Mainland and Zanzibar, including an analysis of the specific legal, policy and institutional arrangements for implementing MSP;
- b) To identify gaps in the existing arrangements that constrain Tanzania's ability to develop a comprehensive MSP framework; and
- c) On the basis of the identified gaps in the reports on policy and legal arrangements and existing spatial management tools to enable Tanzania to pursue the development of a comprehensive MSP framework., review and recommend appropriate areas to be moderated so that the language used is appealing to both government, stakeholders and general public.

### 3. Services

For the purposes of this Contract, United Republic of Tanzania Maritime Waters is defined as beginning at the high tide mark extending out to the outer limits of Tanzania's Exclusive Economic Zone and any current/future extended continental shelf areas beyond that limit.

#### **The Contractor's task and activities will include:**

- a. The Contractor will provide high quality editing and proofreading services for the shared documents in terms of developmental/substantive editing typesetting and proof reading.
- b. In the substantive editing the Contractor considers a document's concept and intended use, content, organization, design, and style to make the document functional for its readers, besides making it correct and consistent.
- c. The Contractor will examine the overall structure and help with the organization of the content. The consultant will eliminate repetitions and they may suggest that the chapters or paragraphs be rearranged, takes into consideration right grammar and spelling to help deliver clear, coherent writing to the intended audience.
- d. The scope of work involves checking the numbering of illustrations, tables and notes, and any cross-references to them, as well as the consistency of bibliographical references. Looking out for legal problems such as copyright, plagiarism and libel and checking quotations or illustrations that may need permission from the copyright owner, Creating, when applicable, the list of acronyms and the table of contents as well providing guidelines for the indexer, when applicable.
- e. The Contractor should ensure the clear presentation and format of the material for the typesetter/designer: Making sure that the material is complete and that all the parts are clearly identified, for example the grade of each subheading, which pieces of text, such as long quotations and pull outs, should be distinguished typographically from the main text, and where tables and illustrations should be placed. The document should be formatted in accordance with the agreed template.
- f. Report Design, typesetting, layout and proofreading of the draft scoping study on the status of MSP in Tanzania for Tanzania Mainland and Zanzibar's maritime waters in the context of:
  - i. Effective conservation, management and utilization of marine living and non-living resources and other competing uses for blue economy development; and
  - ii. Meeting Tanzania's international obligations and national development goals relating to the protection, preservation and sustainable utilization of its maritime space/resources.
- g. Analysis of Legal, Policy and Institutional Arrangements for MSP in Tanzania
  - i. Undertake design, typesetting, proofreading and layout on the draft report on the which to organize and conduct the analysis as follows:
    - the specific maritime activity(ies) to which the instrument applies.
    - the provision of specific spatial management tools (including incentives) applied to the specific activity.
    - spatial extent/scope of jurisdiction (whether formal or informal); and
    - Other analytical dimensions as mutually agreed.
  - ii. The MSP framework must also identify areas of:
    - Conflict or potential conflict.
    - Synergy or potential synergy; and
    - gaps and misalignments in existing policies, legislation and regulations.

- h. Review all legislation (laws and regulations), policies, strategies, plans, agreements, etc at a local, national, regional, and international level that have relevance in terms of marine spatial planning within the United Republic of Tanzania's maritime waters.
- i. Based on the above review, identify the institutional landscape relevant to marine spatial management for mainland Tanzania, Zanzibar (URT), including mandates, responsibilities and any relevant gaps or ambiguities. Based on document review and consultation of key informants within institutions where needed.
- j. Review regional (West Indian Ocean) and/or international legislation, conventions and other regional governance mechanisms that directly relate to use of Tanzania's maritime waters and marine spatial planning. Provide Lesson learned from experiences of regional and international MSP policies, regulations, strategies, and plans.
- k. Based on an analysis of the above material, provide recommendations to strengthen Tanzania's policy, legal and institutional environment, and institutional capacity and capability, regarding marine spatial management and planning, including institutional arrangements required to develop, implement, monitor and evaluate marine spatial planning in United Republic of Tanzania.
- l. Scoping study on the status of MSP in Tanzania
  - i. Undertake a review of all relevant plans, policy, development strategies, that relate to the development of the blue economy in Tanzania;
  - ii. Review and align government priorities and objectives with respect to: (i) blue economy development; and (ii) marine spatial planning
  - iii. Undertake draft report review of international best practice with respect to marine spatial planning to identify the critical elements that should be included in any future marine spatial planning framework for Tanzania;
  - iv. Identification and collation where possible, of existing marine data sets that could be used to inform the marine spatial planning process including, where possible, the following key metadata for each data set:
    - The specific nature/subject of the dataset (e.g. MPA coverage, coastal habitat types,
    - Spatial coverage/extent of the dataset;
    - The form of the dataset (e.g. GIS shapefiles, written reports
    - The custodian.
    - An assessment of the level of confidence of the data in terms of accuracy, level of detail
    - The currency of the dataset.
- m. An identification of all gaps identified in the existing spatial planning and management arrangements identified from (5) & (6) above when compared with the analytical framework prepared under (4) above;

#### 4. Products, Deliverables and due dates

#	Deliverable description	Format	Due date
1	Workplan and/ or Implementation Plan	Word and excel document	18 <sup>th</sup> July, 2023
2	Interim draft Scoping study report, Policy, legal & institutional analysis report	Word and excel document	
3	Typesetting, Design and Proofreading of the MSP Pre-feasibility Analysis for MSP in Tanzania Report: scoping, legal and policy study and presented to the Tanzania Mainland and Zanzibar Blue Economy Committee or Vice Presidents Office	Word and excel document	31 <sup>st</sup> July, 2023

4	Produce a summarized version of the MSP Prefeasibility Analysis for high level and policy makers which included key findings, budget and roadmap	Word and excel document	31 <sup>st</sup> July, 2023
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**EXHIBIT B**  
**Conflict Inquiry Form**