



# MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

KENYA WILDLIFE SERVICE (KWS)

# AND

WILDLIFE RESEARCH AND TRAINING INSTITUTE (WRTI)

ON

COLLABORATION TO ENHANCE WILDLIFE RESEARCH,
TRAINING, AND CONSERVATION AND MANAGEMENT
IN KENYA

AUGUST, 2025

## BACKGROUND OF FACTS

Kenya is endowed with a wide diversity of ecosystems including forests, savannas, fresh water and marine; and more than 35,000 wild species of fauna and flora that constitute its biodiversity assets. This biodiversity is a key component of the country's natural capital that supports agriculture, tourism, health and other service sectors and therefore a cornerstone of the Country's economy.

Cognizant of the contribution of the wildlife biodiversity resource to the National Development Goals, the Government has instituted deliberate measures to ensure that the wildlife sector is well organized and business processes are re-engineered. The ultimate goal is to ensure that the wildlife biodiversity resource is well conserved, managed and sustainably utilized for optimal benefits to the country and its people.

In 2018, the Government formulated a blueprint to transform wildlife conservation in Kenya, the National Wildlife Strategy 2030. The purpose of the strategy is to provide an overarching framework that prioritizes, coordinates, and inspires participation for the transformation of the wildlife sector in Kenya. The strategy is anchored on four (4) pillars namely resilient ecosystems; engagement by all Kenyans; evidence-based decision-making processes; and sustainability and governance. Further in 2020, the Government formulated the National Wildlife Policy whose goal is to create an enabling environment for conservation and sustainable management of wildlife for current and future generations.

The Wildlife Conservation and Management Act Cap 376 of the Laws of Kenya provides the legal framework for conservation and management of wildlife in the country and also provides for institutional arrangements necessary for its effective implementation. The Act provides for establishment of Kenya Wildlife Service (KWS) and the Wildlife Research and Training Institute (WRTI) each with specific mandate, functions and governance structure but collectively contribute to the implementation of the Act.

KWS is established to undertake wildlife conservation and management and regulatory functions which actions are expected to be informed by best available science.

WRTI is established to generate through research reliable scientific data and information to inform policy and decision making to ensure wildlife and their habitats are sustainably conserved and managed.

Recognizing the importance of wildlife research and training as key enablers for the delivery of the wildlife strategy and policy, the Government through the Ministry of Tourism and Wildlife invoked Section 50 of the Wildlife Conservation and Management Act through Gazette Notice No. 4862 of 17th July 2020 and operationalized the WRTI. WRTI is expected to provide more focus to wildlife research and training and enhance provision of reliable scientific data and information on emerging wildlife conservation and management challenges.

Recognising the complimentary roles of KWS and WRTI in the conservation and management of the wildlife resource in the country and the need for continued collaboration, the *Memorandum of Understanding on Collaboration During and Post WRTI Transition* of May 2021 (2021-2024) has been reviewed and renewed for another period of 3 years to enhance symbiotic long-term working relationships between the two institutions.

## INTRODUCTION OF PARTIES

#### BETWEEN

**Kenya Wildlife Service** a body corporate established under section 7 of the Wildlife Conservation and Management Act to manage wildlife and enforce related laws and of Post Office Box 40241 - 00100, NAIROBI, Kenya (hereinafter referred to as the "Service") of the one part.

#### AND

Wildlife Research and Training Institute a body corporate established under section 50 of the Wildlife Conservation and Management Act to undertake and coordinate wildlife research and training in Kenya and of Post Office Box 842 - 20117 NAIVASHA, Kenya (hereinafter referred to as the "Institute") of the other part.

Individually referred to as "Party" and collectively as "Parties".

WHEREAS the Government has a clear wildlife agenda for the country in the form of the National Wildlife Strategy 2030 and the National Wildlife Policy 2020 because wildlife resource is key in the achievement of Kenya's Vision 2030 and the Bottom-up Economic Transformative Agenda (BETA);

**RECOGNIZING** that the Service is a uniformed and disciplined force mandated under the Wildlife Conservation and Management Act to manage the wildlife resource and enforce related laws;

RECOGNIZING that the Institute is mandated under the Wildlife Conservation and Management Act to undertake and coordinate wildlife research and training in order to provide reliable scientific information on wildlife resources and capacity development through training to enhance wildlife conservation and management in Kenya;

**CONVINCED** that the Service and the Institute jointly play a critical role in the conservation and management of wildlife and should complement each other in the performance of their respective mandates;

**CONSIDERING** that a strong working relationship between the Service and the Institute are necessary in the delivery of the National Wildlife Strategy 2030;

ACKNOWLEDGING that mechanisms to promote strong and symbiotic long-term working relationships of the Service and the Institute should be implemented;

**AND WHEREAS** the Parties have decided, to these ends, the present MoU, which provides clear structure and guidance for long-term effective and efficient collaboration in addition to clearly articulating the roles and responsibilities for each Party.

NOW THEREFORE, the Parties approve to collaborate in the manner and in the areas contained herein below:

## PARAGRAPH 1: DEFINITIONS

- 1.1 "KWS managed facilities" means any KWS facility that is not a protected area.
- 1.2 "KW5" means Kenya Wildlife Service.
- 1.3 "MAT" means Mutually Agreed Terms.
- 1.4 "MOU" means Memorandum of Understanding.
- 1.5 "NACOSTI" means the National Commission for Science, Technology & Innovation.
- 1.6 "NEMA" means National Environment Management Authority.
- 1.7 "PIC" means Prior Informed Consent.
- 1.8 "WCMA" means the Wildlife Conservation and Management Act.
- 1.9 "WRTI" means Wildlife Research and Training Institute.

## PARAGRAPH 2: PURPOSE AND OBJECTIVE

2.1 To provide a guiding framework to work together to enhance wildlife conservation and management, research and training.

## PARAGRAPH 3: ROLES OF THE PARTIES

3.1 The Parties will perform the following roles: -

#### 3.1.1 Roles of the Service

- 3.1.1.1 Provide free access to WRTI personnel and trainees into KWS managed facilities and protected areas for purposes of conducting training and research and provide security as may be required from time to time;
- 3.1.1.2 Provide security for protection of wildlife and personnel within the Naivasha Local Wildlife Sanctuary comprising of WRTI Headquarters, the Sanctuary Farm, and the Hippo Annex;
- 3.1.1.3 Allow the Institute establish and maintain sufficient office spaces and research infrastructure such as experimental plots, greenhouses, weather stations, herbaria and botanical gardens inside KWS managed facilities and protected areas in accordance with set guidelines;
- 3.1.1.4 Support the Institute upon request in the execution of its mandate.

### 3.1.2 Roles of WRTI

- 3.1.2.1 Provide scientific data and information to support KWS in management of wildlife as required by Law;
- 3.1.2.2 Develop standardised national wildlife monitoring tools and protocols;
- 3.1.2.3 Provide technical support in preparation of Management Plans and Species Recovery Plans;
- 3.1.2.4 Provide scientific/technical support to the Service on implementation of wildlife related Multilateral Environment Agreements (MEAs);
- 3.1.2.5 Undertake training of KWS personnel on tailor made courses upon request; and
- 3.1.2.6 Support the Service upon request in the execution of its mandate.

## 3.1.3 Joint Roles of the Parties

- 3.1.3.1 Establish modalities for a facilitative data and information sharing mechanism including but not limited to having duplicate wildlife management and scientific databases, and joint data sharing and access protocols recognizing that data is important to both institutions for purposes relevant to their respective mandates;
- 3.1.3.2 Establish administrative mechanisms including but not limited to the establishment of an Inter-Agency Research Clearance Committee (IRCC). The Committee shall meet at least once every month to consider and recommend for approval received applications for wildlife research permits. It shall also prepare a framework for categorisation of types of wildlife research from the simplest to the most complex for purposes of informing the process of issuance of research permits. The Committee will truncate the process of development of PIC and MAT and ensure that research permits are issued within 30 (thirty) days for the simplest and 60 (sixty) days for the most complex.
- 3.1.3.3 Both Parties to collaborate in undertaking national wildlife censuses with WRTI taking the lead and bringing on board all other key stakeholders while KWS undertakes lower-level monitoring of wildlife;
- 3.1.3.4 Develop long-term safeguards to protect KWS interests such as housing of KWS rangers during the conferment of interest/right of use of land;
- 3.1.3.5 Designate relevant liaison offices as may be approved from time to time to facilitate implementation of joint programs and related issues of mutual interest including but not limited to data and information sharing and research permitting;
- 3.1.3.6 Jointly plan and hold an annual meeting in the first week of March to discuss areas of mutual interest including but not limited to sharing of management and scientific data and information for evidence-based decision making within respective mandates;

- 3.1.3.7 Either Party may in writing request the other to convene a consultative meeting as and when a need thereof arises;
- 3.1.3.8 Develop and enter into Service Level Agreements (SLAs) for shared resources recognizing that there will be potential for liabilities to arise for both institutions resulting from use of equipment, vehicles, utility bills or provision of services such as security by one of the parties to the other;
- 3.1.3.9 Co-design and implement suitable need-based trainings for KWS Law Enforcement Academy (LEA) personnel;
- 3.1.3.10 Jointly identify priority research areas together with conservancies to inform conservation and management of wildlife; and
- 3.1.3.11 Partner in staff development programmes geared towards wildlife conservation and management including jointly organising staff training, workshops and seminars; building capacity in emerging and appropriate technologies for wildlife conservation and management; developing capacity in specific programmes of mutual interest.

# PARAGRAPH 4: JOINT IMPLEMENTATION COMMITTEE

- 4.1 The Parties will establish a Joint Implementation Committee comprising of members of KWS and WRTI to coordinate implementation and evaluate progress of the activities under this MoU. The Joint Implementation Committee may co-opt other parties and stakeholders as may be agreed.
- 4.2 The Joint Implementation Committee will develop Terms of Reference to guide its functions.

# PARAGRAPH 5: FUNDING AND RESOURCES

5.1 Any costs arising from the implementation of this MOU will be borne by the respective Party incurring that cost. This MOU does not constitute any obligation to remit funds by either Party to the other.

## PARAGRAPH 6: ENTRY INTO FORCE AND DURATION

6.1 This MOU will come into operation on the date of signature and will remain in force for a period of three (3) years. Thereafter, it will be renewable for a further period of three (3) years on terms to be accepted by the Parties.

# PARAGRAPH 7: NOTICES

7.1 Any notice, request or consent required or permission to be given or made pursuant to this MoU will be in writing. Any such notice, request or consent will be deemed to have been given or made when delivered to the authorized representative at the head office of the Party to whom the communication is addressed or when sent by registered mail or to the official e-mail to such party at the following addresses: -

#### For: KWS:

The Director General, P.O. BOX 40241-00100, NAIROBI, Kenya.

Tel: (+254) 726 610 508/9 /735 633 421

Email: director@kws.go.ke

### For: WRTI:

The Director/CEO, P.O.BOX 842-20117, NAIVASHA, Kenya.

Tel: (+254) 700 000 321/731919465

Email: director@wrti.go.ke

# PARAGRAPH 8: CONFIDENTIALITY

8.1 No Party will disclose any information to any third party concerning the matters under this MOU. Any proprietary information (property identified as such by the disclosing Party) to be contained in reports or disclosed by one Party to the other Party, will be kept strictly confidential by the receiving Party and will not be disclosed to any third party without the prior written consent of the original disclosing Party; and

# PARAGRAPH 9: DISPUTE RESOLUTION

9.1 In the event of any difference(s) or dispute(s) arising out of the interpretation or application of the provisions of this MOU, the Parties will immediately consult each other with the view to expeditiously resolving such differences or disputes in a spirit of mutual understanding and cooperation.

### PARAGRAPH 10: AMENDMENT

- 10.1 Either Party may request in writing amendment of all or any part of this MOU;
- 10.2 Any amendment accepted to by the Parties will be in writing and will form an integral part of this MOU;
- 10.3 Such amendment will come into force on the date as may be determined by the Parties; and
- 10.4 Any amendment will not prejudice the responsibilities and commitments arising from or based on this MoU.

## PARAGRAPH 11: TERM, REVIEW AND TERMINATION

This Memorandum of Understanding may be terminated:

- a) By mutual consent of the Parties;
- b) By either Party giving notice to the other Party; or

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Commissioner For Oaths

CERTIFIED FRAUD EXAMINER

c) At least 6 months' notice in advance of the effective date of termination, provided that such termination will not affect the conduct of previously scheduled proceedings.

IN WITNESS WHEREOF, the undersigned having been duly authorized representatives have signed this MoU: -

In the Presence of:

10