

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") made this _____ day of _____, _____, by and between Ewaso Lions ("www.ewasolions.org") and Lodges ("PARTY 2").

WHEREAS Ewaso Lions and Lodges wish to discuss entering into a written final definitive agreement, some of the proposed, but not yet conclusively agreed upon essential or material terms of which are set forth below:

AND WHEREAS Ewaso Lions and Lodges desire to enter into this Memorandum of Understanding, setting out some, but not all of the essential or material general and basic terms, conditions, services, rights, duties, and obligations that may be provided for in a written final definitive agreement for such Project as may be generally described in this Memorandum.

I. Purpose and Scope

The purpose of this Memorandum is to provide for the beginning or discussions or framework for the anticipated written final definitive agreement that may govern the proposed Collaboration (the "Collaboration") between Ewaso Lions and Lodges. It is not intended to set forth all of the essential or material terms of an agreement as is, therefore, not legally binding. This project is intended to supply guides from your lodge the necessary tools for becoming an Ewaso Lion Ambassador. This includes, but is not limited to, a class and certification process to be able to know and identify the individual Ewaso lions, a GPS device to record lion observation, and access to a website for tourists and locals to be able to learn about the lions of Kenya.

II. Ewaso Lions and Lodge Agree to the Following Provisions:

The activities and services are anticipated to include the following responsibilities or obligations to be performed by the lodges:

1. Lodge shall provide support for guides to participate in class and certification process. Lodge shall provide standard salary to guides while said guide participates in certification process.

2. Lodge will advertise Ewaso Lions website (state link) to individuals, including but not limited to, local inhabitants and tourists. Promotion of the site may be given via printed material, spoken word and other methods deemed effective.
3. Lodge will ensure proper use, care, and maintenance of GPS device in so far as guides are willing participants in the ambassador program. Upon leaving the ambassador program, the particular devices utilized by said guide will be returned in its original condition to Ewaso Lions.
4. Ewaso Lions will not provide financial compensation to guides participating in the ambassador program.
5. Ewaso Lions will provide to participating guides certification class and, upon successfully completion of the class, certification.
6. Upon successful completion of certification class and certification, Ewaso Lions will provide respective guide with GPS device that accesses the lion database for real time information on the lions in the area. GPS device, combined with certification class, will enable guides to identify individual lions to tourists.

III. Modification

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

IV. Effective Date and Signature

This Agreement shall be effective upon the signature of Ewaso Lions and Lodge authorized representatives. It shall be in force from *** to ***. Ewaso Lions and Lodge indicate agreement with this Memorandum by their signatures.

By _____

Representative, Ewaso

Date _____

By _____

Representative, Lodge

Date _____