

GOVERNMENT NOTICE No. 158H published on 30/6/2026

THE FOOD SECURITY ACT,
(CAP.249)

REGULATIONS

(Made under section 42(1))

THE FOOD SECURITY (CONTRACT FARMING) REGULATIONS, 2026

PART I
PRELIMINARY PROVISIONS

Citation and
commencement

1. These Regulations may be cited as the Food Security (Contract Farming) Regulations, 2026 and shall come into operation on 1st July, 2026.

Interpretation

2. In these Regulations unless the context otherwise requires-

“Act” means the Food Security Act;

“Authority” means the Cereals and Other Produce Regulatory Authority as established under section 3 of the Act;

“cereals” means edible grains such as maize, oat, wheat, rice, millet and sorghum;

“contract farming” means an agricultural arrangement entered between a producer on one hand and a financier such as a buyer, dealer, processor, or a financial institution or bank on the other hand;

“crop” means produce of what is planted or a part of plant which is harvested after cropping, cut, or gathered from a plant or agricultural field, or of a single kind of grain, legume or fruit gathered in a single season;

“dealer” means a person who engaged in the business of purchasing, processing, importing, exporting, distributing or selling cereals or other produce;

- “Director General” means the Chief Executive Officer of the Authority appointed under the Act;
- “large-scale producer” means a person producing cereals or other produce on land exceeding twenty acres;
- “Minister” means the Minister responsible for agriculture;
- “other produce” has the meaning ascribed to it under the Act;
- “processor” means a person who commercially transforms or processes any cereals or other regulated produce into product.

PART II CONTRACT FARMING PROCEDURES

Contract farming

3.-(1) A registered producer may enter into a contract farming arrangement with a financier, dealer, buyer, processor, investor, bank or financial institution.

(2) Contract farming under subregulation (1) shall be for the purpose of -

- (a) facilitating producers’ access to agricultural inputs and services including technical assistance, extension services and financing;
- (b) enhancing access to markets, stable pricing and export opportunities for producers;
- (c) enabling dealers to obtain cereals and other produce of required quality and quantity; and
- (d) promoting sustainable practices in cereals and other produce in compliance with standards recognised under the Standards Act and applicable international standards.

Cap. 130

Procedure for entering into contract farming

4.-(1) The parties intending to engage in contract farming shall, prior to execution of the contract-

- (a) negotiate and agree on the contractual terms, payment modalities, mechanisms for contract performance, dispute resolution framework and related matters; and
- (b) where the land subject to the contract is matrimonial property, obtain the spousal

consent.

(2) The contract farming agreement shall be in a prescribed standard form contract specified under the First Schedule.

(4) A contract entered under this regulation shall be submitted to the Authority for vetting and registration.

(5) The Authority shall, within five working days, review, vet and respond to the parties electronically or in writing and may-

- (a) approve and register the executed contract for record-keeping and monitoring purposes; or
- (b) reject the contract and issue appropriate directions as it may consider appropriate.

Vetting of a
contract farming
agreement

5.-(1) The parties shall, before the execution of a contract agreement, submit the draft agreement to Authority for vetting.

(2) For purposes of subregulation (1), the Authority may have a power to-

- (a) approve the contract and direct the parties to execute it upon being satisfied that it complies with these Regulations;
- (b) return the draft contract with recommendations to be accommodated in the contract before being signed by parties or accommodate the recommendations and resubmit for further vetting by the Authority; or
- (c) reject the draft contract and provide written notice for such decision.

(3) For purposes of this regulation, the Authority shall, within five working days, vet the draft agreement and communicate its findings to the parties in writing electronically or physically.

(4) Upon approval and receipt of directions from the Authority the parties shall-

- (a) execute the contract within twenty-one days;
- (b) submit four original copies of the executed contract electronically or through other acceptable means for vetting; and

- (c) pay the prescribed registration fee as set out in the Second Schedule.

Register of
contract farming
agreements

6.-(1) The Authority shall keep and maintain contract farming register which shall contain the following informations:

- (a) the names of the parties to the contract;
- (b) the purpose of the contract;
- (c) the addresses of the parties;
- (d) the witnesses or guarantors to the contract;
- (e) the type of service, facilitation, or credit provided to the grower;
- (f) the commencement, termination or completion of the contract; and
- (g) any other information as the Authority may determine.

(2) The register shall be a public document and shall be open to the applicant upon payment of the prescribed fee.

Registration of
farming
contracts

7.-(1) Upon execution of the contract farming agreement, the parties shall submit copies to the Authority and pay registration fee specified under the Second Schedule.

(2) The Authority shall enter the contract in the register, assign a contract identification number and notify the parties electronically.

(3) The parties shall thereafter submit copies of the registered contract to the relevant local government authorities and other competent authorities.

Obligation to
perform the
contract

8.-(1) Parties shall perform their obligations as stipulated in the contract in accordance with the Act, these Regulations and other applicable laws.

(2) A party shall not assign or transfer contractual obligations without prior written consent of the other party and approval of the Authority.

(3) A party who, without lawful excuse, fails to perform contractual obligations to the detriment of the other party shall, subject to the provisions of the

agreement, be liable to compensate for the loss occasioned.

Records
Keeping

9.-(1) Parties shall keep and maintain contract records and related information and submit to the Authority whenever required for record purposes.

Monitoring of
contract farming

10. The Authority, in collaboration with local government authorities and other relevant bodies, shall supervise and monitor the implementation of contract farming arrangements for the purpose of-

- (a) ensuring contractual obligations are performed as agreed;
- (b) addressing events likely to cause delay or non-performance; and
- (c) ensuring compliance with the Act, these Regulations and other written laws.

PART IV MISCELLANEOUS PROVISIONS

Prohibition

11.-(1) A buyer, dealer, processor, investor, bank or financial institution shall not provide financial facilitation to a registered producer in any manner whatsoever without entering into a contract farming arrangement.

(2) A person who contravenes this regulation commits an offence and upon conviction shall be liable to a fine of not less than Tanzania Shillings two million but not exceeding Tanzania Shillings five million or to imprisonment for a term of not less than six months but not exceeding two years or to both.

Stakeholder
engagement

12. For the purpose of ensuring effective implementation and regulation of contract farming, the Authority may engage key stakeholders in cereals and other produce on following matters:

- (a) approving and registering contract farming agreements in accordance with the Act and these Regulations;

- (b) building stakeholders' capacity through training and providing support in contract negotiations, financial literacy and legal rights awareness;
- (c) agreeing on the roles, responsibilities and obligations of each actor involved in contract farming;
- (d) reviewing and improving the regulatory framework and supporting crop-specific and commodity-specific operational models;
- (e) ensuring continuous reform, review and monitoring of the regulatory system based on feedback received and emerging challenges;
- (f) agreeing on mechanisms for addressing power imbalances for the purpose of protecting producers' rights;
- (g) supervising, monitoring and enforcing contract farming agreements; and
- (h) any other related matters.

Offences and
penalties

13.-(1) Any person who contravenes the provision of these Regulations commits an offence and on conviction, where no specific penalty is prescribed, shall be liable to a fine of not less than Tanzania Shillings one million but not exceeding Tanzania Shillings five million or to imprisonment for a term of not less than one year but not exceeding two years or to both.

(2) Subject to subregulation (1), where an offence is committed by a body corporate, on conviction, shall be liable to a fine of not less than Tanzania Shillings five million but not exceeding Tanzania Shillings ten million.

(3) The Authority may, where it is satisfied that a producer or dealer has contravened the provisions of these Regulations-

- (a) suspend any licence, permit or certificate issued by the Authority to such producer or dealer until the matter is determined; or
- (b) where the offence is a repeated offence, blacklist such producer or dealer, thereby

disqualifying him from participating in
contract farming for a period not exceeding
two years.

FIRST SCHEDULE

(Made under regulation 4(2))

STANDARD FORM FOR CONTRACT FARMING

This Contract is made on this day of year
.....

BETWEEN

....., Registration Number having its
registered office and address at (hereinafter referred to as the “Producer”) of the One Part;

AND

..... (“Buyer/Processor/Investor/Financial
Facilitator”), with a Certificate of Registration Number.....having its registered
office and address at..... (hereinafter referred to as the “Dealer”) of the Other
Part.

(The Dealer and the Producer shall individually be referred to as a “Party” and
collectively as the “Parties”).

PREAMBLE

WHEREAS

- (i) The Producer intends to enter into this Contract with the Dealer for the purpose
of (hereinafter referred to as), subject to
the terms and conditions of this Contract;
The Financial Facilitator intends to enter into this Contract with the Producer for
the purpose of
..... (hereinafter referred to as), subject to the
terms and conditions stipulated herein;
- (ii) Any other relevant statement needed

NOW THEREFORE, the Parties hereby agree as follows:

PART I
INTERPRETATION

- (i) In this Contract, unless the context requires otherwise, the following terms shall be

interpreted as indicated:-

- (a) "Facilitation/Services" means
 - (b) "Producer" means
 - (c) "Production" means
 - (d) Any other relevant terms (where applicable)
- (ii) In this Contract, words importing the singular shall include the plural and vice versa, where the context so admits, and references to one clause shall include references to multiple clauses.
- (iii) In this Contract, words importing one gender shall include the other gender, and words importing natural persons shall include corporate bodies.
- (iv) Headings as used in this Contract are for convenience of reference only and shall not affect the interpretation of any of the terms and conditions of the provisions hereof.

PART II
TERMS OF THE CONTRACT

- (v) The Contract shall operate for a period of month(s)/year(s) effective from to after duly signed by the Parties and registered by the Authority.
- (vi) The Contract may be subject to renewal if agreed by the Parties in writing and upon registration by the Authority.
- (vii) The following documents shall form part of this Contract (annexures if applicable)
- (a) document showing agreed specifications and standards of the produce under the Contract;
 - (b) document showing pricing or payment arrangement (s) as agreed by the Parties;
 - (c) any relevant agreement (if any) forming part of this Contract;
 - (d) Any relevant other document (annexure).....

PART III
SPECIFIC AND GENERAL UNDERTAKINGS/COMMITMENTS/OBLIGATIONS OF
THE PARTIES

- (viii) In consideration of the commitment of the Dealer under this Contract, the Producer undertakes to do the following:-
- (a) ensure that the produce under this Contract meets acceptable quality standards in accordance with the applicable laws and this Contract;
 - (b) not to sell or otherwise dispose the produce to any third party or enter into any other similar agreement that contradicts this Contract;
 - (c)
 - (d)
 - (e)
- (ix) In consideration of the commitment of the Producer under this Contract the Dealer

undertakes to provide facilitation or to perform the following obligations:

- (a)
- (b)
- (c)
- (d)

(x) Subject to the terms of this Contract, the Parties jointly undertake to:-

- (a) comply with all applicable laws standards and guidelines relevant to this Contract;
- (b) refrain from entering into any agreement that may conflict with or hinder the performance of this Contract;
- (c)
- (d)

PART IV

PRICE AND TERMS OF PAYMENTS

(xi) Subject to the Producer's undertakings, the Financial Facilitator shall pay (hereinafter referred to as "the Price") to the Producer.

(xii) The Price payable under this Contract shall not be lower than the prevailing international market price or the indicative price announced by the Authority.

(xiii) The payment procedure shall be as follows (If not annexed):

- (a)
- (b)
- (c)

(xiv) Any variation of the Price and/or payment procedure shall be effective only upon written agreement of the Parties and approval by the Authority or any other competent authority designated by the Authority.

(xv) For purposes of transparency, all payments to the Producer under this Contract shall be made through a formal payment system.

PART V

GENERAL TERMS AND CONDITIONS

Indemnification/compensation for loss:

(xvi) In case of any damage, loss or liability caused to the Producer arising out of or relating to any act or omission of the Dealer in respect of his obligations under this Contract, the Dealer shall indemnify/compensate the Producer, except for when such acts or omissions are a direct result of Force Majeure.

Force Majeure:

(xvii) The delivery time shall be reasonably extended in case of Force Majeure events such as epidemics, pandemics, acts of God (e.g., earthquake, flooding), mobilization, war, acts of piracy, revolutions, labour conflicts, boycotts, accidents, a serious breakdown in the works, official actions, storms, fires, or other contingencies beyond the

reasonable control of the Producer.

Amendment or modification

- (xviii) No amendment or modification of the terms of the Contract shall be accepted except by the agreed review as provided herein, or by a written amendment signed by the Parties.
- (xix) Any alteration, extension or renewal of the Contract shall form an addendum to this Contract and shall be submitted to the Authority for approval and registration

Termination of Contract

- (xx) Either party to this Contract may, without prejudice to any other remedy for breach of Contract and by thirty (30) days written notice of default sent to the other and a copy to the Authority, terminate this Contract in whole or in part where:
 - (a) either party has failed to perform its obligations in accordance with this Contract; or
 - (b) Parties willingly and mutually agree to terminate the Contract.
- (xxi) The termination of this Contract under this Contract shall not discharge either of the parties its liability to perform any outstanding obligation under this Contract which ought to have been performed by either party.
- (xxii) Save for termination under Clause xx (b), no termination under this Contract shall be effective unless such termination is verified by the Authority in writing to the Parties of the Contract.

Disputes resolution

- (xxiii) In the event of any dispute or difference arising between the Parties whether as to the rights and obligations under this Contract or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Contract, the Parties shall make every effort to resolve such dispute or difference amicably by direct formal negotiations.
- (xxiv) If, after fourteen days from the commencement of such formal negotiations, the Parties have been unable to resolve amicably any dispute or difference, the dispute or difference shall be referred to the Authority or any other relevant authority duly appointed by the Authority to resolve the dispute amicably.
- (xxv) If the Parties have been unable to resolve amicably any dispute or difference, after fourteen days from the commencement of such dispute resolution by the Authority under Clause xxiv, the dispute or difference shall be referred to the Arbitrator in accordance with the Arbitration Act.

Applicable laws

- (xxvi) This Contract shall be interpreted and take effect in accordance with the Laws of Tanzania.

Confidentiality

- (xxvii) Each party shall keep secret all the trade secrets and other confidential information received from the other party and shall not use any such confidential information except as previously authorized in writing by the party subject to such terms and conditions as imposed by the party or pursuant to a lawful court order.

Assignment

- (xxviii) This Contract is not transferable and cannot be assigned except as agreed by the parties and approved by the Authority.

Notices

- (xxix) Any notice given by one Party to any of the others pursuant to this Contract shall be sent to such other Party in writing by hand delivery to such Party's address or E-mail, fax, telex, and confirmed by hand delivered copy. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- (xxx) For the purposes of giving notices and correspondences, the addresses of the parties shall be as specified in this Contract.

IN WITNESS WHEREOF, each party acting through its duly authorized representatives, has signed this Contract in the day and year first above written.

SIGNED, SEALED AND DELIVERED for and on behalf of the Producer:

Name:
Title:
Signature: Official Stamp/Seal
Name:.....
Address:.....
Title:.....
Signature:.....

SIGNED, SEALED AND DELIVERED for and on behalf of the Dealer

Name: Title:
.....
Signature: Official Stamp/Seal
Name:.....
Address:.....
Title:.....
Signature:.....

VERIFIED BY:

Name:.....
Address:.....
Title:.....
Signature:.....

SECOND SCHEDULE

(Made under Regulation 7(1))

THE CEREALS AND OTHER PRODUCE REGULATORY AUTHORITY

FEES FOR REGISTRATION OF CONTRACT FARMING AGREEMENTS

S/N	CATEGORY	FEES
	Approval and registration for contracting farming agreement by-	
	(a) Individual farmer on-	
	(i) Small scale farming	10,000
	(ii) Medium scale farming	20,000
	(iii) Large scale farming	50,000
	(b) Company and other institutions except cooperatives societies-	
	(i) Small scale farming	20,000
	(ii) Medium scale farming	40,000
	(iii) Large scale farming	100,000
	(c) Cooperative societies and other associations-	
	1. Made up of 20–50 members	100,000
	2. Made up of 51–200 members	250,000
	3. Made up of 201 and above members	500,000

THIRD SCHEDULE

(Made under Regulation 12(2))

COMPLAINT FORM

1. PARTICULARS OF THE COMPLAINANT

Name:
Address:
Telephone Number:
Email Address:
Division:
Ward:
District:
Region:

2. PARTICULARS OF THE RESPONDENT

Name:
Address:

Telephone Number:
Email Address:
Division:
Ward:
District:
Region:

3. NATURE OF THE DISPUTE (Attach additional sheets where necessary):

.....
.....
.....
.....
.....

4. RELIEFS SOUGHT:

.....
.....
.....
.....

5. Has the Complainant attempted to resolve the dispute amicably with the Respondent?
If yes, state when such attempt was made and the outcome thereof:

.....
.....
.....
.....

6. Has the Complainant submitted this dispute to any other authority for resolution? If
yes, state when, the authority involved, and the outcome:

.....
.....
.....
.....

7. Are there supporting documents or evidence to be relied upon in this dispute? If yes,
list such documents:

.....
.....
.....
.....

8. Any other relevant information:

.....
.....
.....
.....

9. I,, being the Complainant / authorised

representative of the Complainant (heir, beneficiary, or administrator of an estate whether testate or intestate), do hereby declare that the information provided in this Form is true and correct to the best of my knowledge and belief.

.....
Signature
Complainant/Senior Officer of the Complainant

Date: On this day of Year

FOR OFFICIAL USE ONLY

Received by:
Date: On this day of Year
Complaint No.:

FORTH SCHEDULE

(Made under Regulation 12(6))

SUMMONS TO FILE A DEFENCE

Complaint No.:

TO:
.....
.....
.....

BETWEEN

1.
Complainant

AND

2.
Respondent

SUMMONS

TAKE NOTICE that Mr./Ms./Mrs./Dr., of P.O. Box (herein after referred to as “the Complainant”), has lodged a complaint with the Cereals and Other Produce Regulatory Authority (COPRA) against you.

A copy of the Complaint Form together with the documents submitted by the Complainant are hereby attached for your reference.

You are required to submit your written defence responding to the allegations raised by the Complainant, together with all supporting documents and evidence upon which you intend to rely, within fourteen (14) days from the date of issuance of this Summons. A copy of your response shall be served upon the Complainant.

TAKE FURTHER NOTICE that failure to submit your defence within the prescribed period shall result in forfeiture of your right to be heard, and COPRA shall proceed to determine the dispute ex parte, based solely on the submissions of the Complainant.

ISSUED under the Official Seal of COPRA at this day of, 20.....

.....
DIRECTOR GENERAL
CEREALS AND OTHER PRODUCE REGULATORY AUTHORITY COPIED TO:
.....
.....

Dodoma,
1st July, 2026

DANIEL GODFREY CHONGOLO,
Minister for Agriculture