

AGREEMENT

**ON THE DEVELOPMENT
OF THE
CHIMANIMANI
TRANSFRONTIER CONSERVATION AREA**

BETWEEN

**THE GOVERNMENT OF
THE REPUBLIC OF MOZAMBIQUE**

AND

**THE GOVERNMENT OF
THE REPUBLIC OF ZIMBABWE**



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PREAMBLE

The Government of the Republic of Mozambique and the Government of the Republic of Zimbabwe (hereinafter jointly referred to as "the Parties" and in the singular as "the Party")

RECOGNISING the principle of sovereign equality and territorial integrity of their states;

CONSCIOUS of the benefits to be derived from close co-operation and the maintenance of friendly relations with each other;

ACKNOWLEDGING the necessity to conserve the environment for the benefit of all the people of Southern Africa;

RECALLING that the Parties are signatories to the Convention on Biological Diversity (Rio de Janeiro, 1992), the African Convention on Conservation of Nature and Natural Resources (Algiers, 1968), SADC Wildlife & Law Enforcement Protocol (Maputo, 1999), the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES) (Washington, 1973); as well as other Conventions and Agreements of relevance, and

DESIROUS to promote the conservation of shared ecosystems and biodiversity and to promote sustainable socio-economic development through the establishment of Transfrontier Conservation Areas;

HEREBY AGREE AS FOLLOWS:

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ARTICLE 1

Establishment of Chimanimani TFCA

1. The Parties hereby agree to jointly establish a Transfrontier Conservation Area (TFCA) to be called the Chimanimani Transfrontier Conservation Area (hereinafter referred to as the Chimanimani TFCA).
2. The Chimanimani TFCA shall include:
 - a) in Mozambique, the areas known as the Nakaedu to be gazetted as a National Reserve, and its buffer zone;
 - b) in Zimbabwe, the areas known as the Chimanimani National Park, the adjacent communal areas that may be designated by the Government of Zimbabwe for the purposes of this Agreement.

ARTICLE 2

TFCA Objectives

1. The objectives of the establishment of the Chimanimani TFCA shall be to:
 - a) foster trans-national collaboration and co-operation between the Parties in implementing ecosystem management through the establishment, development and management of the Chimanimani TFCA;
 - b) promote alliances in the management of biological natural resources by encouraging social, economic and other partnerships

between the Parties, Private Sector, Local Communities and NGO's;

- c) develop frameworks and strategies whereby local communities can participate in, and tangibly benefit from, the management and sustainable use of natural resources that occur within the TFCA, and
- d) develop trans-border eco-tourism as a means for fostering regional socio-economic development.

ARTICLE 3

Processes and Procedures

1. The sovereign rights of each Party shall be respected, and neither Party shall impose decisions on the other.
2. The process of planning and implementation of the Chimanimani TFCA shall be conducted by mutual agreement between accredited representatives of the Parties.
3. The Parties shall ensure that full stakeholder participation is established within their respective countries, in order to achieve broad social and political acceptance for the establishment and management of the Chimanimani TFCA.
4. The Parties undertake to follow relevant regional treaties and international protocols in the development and management of the Chimanimani TFCA.

ARTICLE 4

Co-operation

1. The Parties undertake to ensure that the various areas committed for Transfrontier Conservation development within this Agreement, shall be developed and managed in accordance with the broad objectives as outlined in Article 2 of this Agreement, and in particular with the Management Plan to be mutually agreed upon and formulated by the Accredited Competent Authorities designated by the Parties as defined in Article 5.
2. The Parties undertake to-
 - a) consult with, assist and support each other in the implementation of this Agreement;
 - b) promote integrated and co-ordinated management of the Chimanimani TFCA for their optimal benefit;
 - c) harmonise legislation and policies to facilitate integrated and complementary conservation and socio-economic development activities;
 - d) ensure that during the development of the Chimanimani TFCA effective measures are implemented to address issues relating to customs and immigration, security and border control, public health, wildlife diseases and other matters which affect relations between the Parties;
 - e) from time to time, enter into further agreements which may be required to give effect to the spirit and intent of this Agreement.

ARTICLE 5

Implementation

1. The Accredited Competent Authorities responsible for the implementation of this Agreement shall be:
 - a) on behalf of the Government of the Republic of Mozambique, the Direcção Nacional de Florestas e Fauna Bravia (hereinafter referred to as the "DNFFB"), designated through the Ministry of Agriculture and Rural Development, and
 - b) on behalf of the Government of the Republic of Zimbabwe, the Department of National Parks and Wild Life Management (hereinafter referred to as the "DNPWLM"), designated through the Ministry of Environment and Tourism.
2. The Parties shall delegate the necessary powers and functions required to their respective Accredited Competent Authorities for the co-ordination of activities leading to the establishment, development and management of the Chimanimani TFCA.

ARTICLE 6

Institutional Framework for International Collaboration

1. For purposes of executing this Agreement the following bodies are hereby established:
 - a) the Chimanimani TFCA Bilateral Ministerial Committee (hereinafter referred to as "the Bilateral Ministerial Committee");

- b) the Chimanimani TFCA Technical Committee (hereinafter referred to as "the Technical Committee");
- c) the Chimanimani TFCA Co-ordinating Party (hereinafter referred to as "the Co-ordinating Party"), and
- d) the Chimanimani TFCA Working Group (hereinafter referred to as "the Working Group").

Other committees may be established should the need arise.

ARTICLE 7

The Bilateral Ministerial Committee

1. The Bilateral Ministerial Committee shall consist of the Ministers designated and mandated by each of the respective Parties.
2. The Bilateral Ministerial Committee shall:
 - a) be responsible for overall policy guidance in the development of the Chimanimani TFCA;
 - b) be chaired on a rotational basis;
 - c) meet at least once a year, and
 - d) monitor progress in the implementation of the action plans for the Chimanimani TFCA.
3. The decisions of the Bilateral Ministerial Committee shall be made by consensus.

ARTICLE 8

The Technical Committee

1. The Technical Committee shall consist of senior representatives of the Accredited Competent Authorities and/or the respective Ministries of the Parties.
2. The Technical Committee shall be responsible for:
 - a) interpreting the political directives of the Bilateral Ministerial Committee to form a set of operational guidelines and policies;
 - b) approving action plans for the development and management of the Chimanimani TFCA;
 - c) harmonising the expectations and aims of the Parties for the establishment, development and management of the Chimanimani TFCA;
 - d) monitoring the implementation process of the establishment, development and management of the Chimanimani TFCA, and
 - e) preparing reports and other appropriate documentation for the Bilateral Ministerial Committee.
3. The Technical Committee shall:
 - a) be chaired on a rotational basis, and
 - b) meet at least twice a year, or more frequently, depending on the urgency of the issues tabled for discussion.

4. Decisions of the Technical Committee shall be made by consensus.

ARTICLE 9

The Chimanimani TFCA Co-ordinating Party

1. It is hereby agreed that a specific Party be designated on a rotational basis as the Co-ordinating Party in order to promote accountability and sustained momentum in the Chimanimani TFCA implementation process.
2. The Co-ordinating Party shall be appointed for a period of two years, and will commence upon the signature of this Agreement by the Parties.
3. A Party may elect to forfeit its designation as Co-ordinating Party depending on circumstance, in which event the function will rotate to the next eligible Party.
4. The Co-ordinating Party shall be recommended by the Technical Committee, but final designation shall be by the Bilateral Ministerial Committee.
5. The Co-ordinating Party shall:
 - a) co-ordinate the activities associated with the planning and implementation of the Chimanimani TFCA;
 - b) ensure that an effective Working Group is established, with full representation by both Parties and that a working programme focussed on achieving the objectives of the Chimanimani TFCA is sustained;

- c) co-ordinate the drafting and implementation of an effective Action Plan for achieving the objectives of the Chimanimani TFCA, with full participation of relevant stakeholders;
- d) promote appropriate processes and procedures which are in accordance with relevant regional treaties and international protocols, during the planning and implementation of the Chimanimani TFCA;
- e) prepare reports on key resolutions and directives emanating from the Bilateral Ministerial and Technical Committees;
- f) facilitate the convening of various Committee meetings, and
- g) liaise with all the Parties in identifying joint activities that require funding and identify sources for funding.

ARTICLE 10

The Working Group

1. The Working Group shall be composed of representatives appointed by the Accredited Competent Authorities of the Parties.
2. The Working Group shall:
 - a) be responsible for implementation of the Action Plan as developed and guided by the Technical Committee;
 - b) ensure full participation by all appropriate stakeholders in the preparation of policy recommendations, resource management plans, and other relevant documents relating to the Chimanimani TFCA;

- c) liaise and collaborate with other relevant regional initiatives in the establishment, development and management of the Chimanamani TFCA, and
 - d) provide feedback and progress reports to the Technical Committee.
3. The Working Group shall have no decision-making authority, but shall make recommendations to and receive guidance and supervision from the Technical Committee regarding its activities.

ARTICLE 11

Financing for Committees

1. The Technical Committee shall be responsible for identifying financial needs and sourcing such funds as are required to achieve the objectives of this Agreement. Such sourcing of funds will be done either directly or indirectly from the Accredited Competent Authorities of each Party, donor agencies, or other means approved by prior consent of the Ministers or their approved delegates forming part of the bilateral Committee.
2. As a general principal the Technical Committee will not become involved in the direct administration of funds, but will leave such matters either to the donor agencies themselves, or the Financial Departments or equivalent structures within each of the Accredited Competent Authorities of both Parties. However, this arrangement is in no way meant to detract from the ability of the Technical Committee to decide and prioritise on financial needs, and decision-making regarding expenditure required for purposes aimed at achieving the objectives of this Agreement.

ARTICLE 12

Settlement of Disputes

1. In the event of any dispute, controversy or claim arising between the Parties as to the interpretation, application or performance of this Agreement including its existence, validity or termination, such dispute shall be settled amicably through consultation and negotiation between the Parties, or be referred for mediation.
2. Should the dispute, controversy or claim not be resolved in the manner referred to above, any Party may submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Between Two States, as in effect on the date of signature of this Agreement.
3. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration in The Hague.

ARTICLE 13

Entry into Force

The Parties shall notify each other in writing, through the diplomatic channel of their compliance with the constitutional requirements necessary for the implementation of this Agreement. The date of entry into force shall be the date of the last notification.

ARTICLE 14

Amendments to Agreement

This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through diplomatic channel.

Any amendment to this Agreement shall be in writing and signed by both Parties.

ARTICLE 15

Termination of Agreement

1. This Agreement shall remain in force until terminated by any of the Parties giving one year's written notice in advance to the other Party through diplomatic channels.
2. At the termination of this Agreement, its provisions and the provisions of any separate contracts or agreements entered into in respect thereof shall continue to govern any existing obligations assumed or commenced thereunder until they are fully executed.

IN WITNESS WHEREOF the undersigned, being duly authorised by their
respective Governments, have signed and sealed this Agreement in
English.

SIGNED at.....on this.....day of.....2001

FOR THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE



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FOR THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE



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