

MEMORANDUM OF UNDERSTANDING

Made and entered into by and between

THE GOVERNMENTS OF:

THE REPUBLIC OF ANGOLA,

THE REPUBLIC OF BOTSWANA,

THE REPUBLIC OF NAMIBIA,

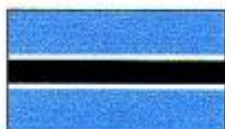
THE REPUBLIC OF ZAMBIA,

AND

THE REPUBLIC OF ZIMBABWE

Concerning

THE ESTABLISHMENT OF THE KAVANGO-ZAMBEZI TRANSFRONTIER
CONSERVATION AREA



Handwritten signatures and initials:
NK. 2/6
De
R. E. C.

TABLE OF CONTENTS

Page

PREAMBLE.....	4
ARTICLE 1.....	5
<i>Definitions</i>	
ARTICLE 2.....	6
<i>Scope and name of the TFCA</i>	
ARTICLE 3.....	6
<i>Geographical extent of Kavango Zambezi TFCA</i>	
ARTICLE 4.....	7
<i>Principles</i>	
ARTICLE 5.....	8
<i>Objectives of the TFCA</i>	
ARTICLE 6.	9
<i>National Coordinating Agencies</i>	
ARTICLE 7.	9
<i>Institutional Framework</i>	
ARTICLE 8.....	10
<i>Ministerial Committee</i>	
ARTICLE 9.....	10
<i>Technical Committee</i>	
ARTICLE 10.....	12
<i>Working Groups</i>	
ARTICLE 11.....	12
<i>The Secretariat</i>	
ARTICLE 12.....	14
<i>Financing</i>	
ARTICLE 13.....	14
<i>Settlement of Disputes</i>	
ARTICLE 14.....	14
<i>Entry into Effect</i>	

AK. 42

P. 42

ARTICLE 15.....	15
<i>Amendments</i>	
ARTICLE 16.....	15
<i>Withdrawal</i>	
SIGNATURES.....	16

AK LP

REC

PREAMBLE

We, the Governments of:

The Republic of Angola;

The Republic of Botswana;

The Republic of Namibia;

The Republic of Zambia and

The Republic of Zimbabwe,

hereinafter jointly referred to as the "Parties" and/or "Member States".

AFFIRMING that Member States have sovereign right over their natural resources and the corresponding responsibility to conserve and sustainably utilize these resources;

RECOGNISING the legal and other rights of stakeholders as major contributors of land and other resources to the Kavango and Zambezi River basins;

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

AWARE that the conservation and sustainable use of natural resources amongst our nations contribute to sustainable economic development and the conservation of biological diversity;

RECALLING that all Parties to this Agreement are signatories to the Southern African Development Community (SADC) Treaty 1992, SADC Protocols on Trade (1996), Development of Tourism (1998), and Wildlife Conservation and Law Enforcement (1999);

FURTHER RECALLING that Member States seeking to establish this Transfrontier Conservation Area are Parties to and/or signatories of the African Convention on the Conservation of Nature and Natural Resources (Algiers, 1968), the Convention on the Conservation of Wetlands of International Importance (Ramsar Convention, 1971), the World Heritage Convention (Paris, 1972), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) (Washington, 1973) the Convention on Biological Diversity (Rio de Janeiro, 1992); and

ACKNOWLEDGING the need for co-operation among the collaborating Member States in managing wildlife and developing tourism, in sharing information about wildlife conservation and tourism, and in building national capacity within our nations;

DESIRING to establish a common framework for the conservation of healthy ecosystems and the development of a vibrant and sustainable tourism industry for the benefit of their peoples;

NOW THEREFORE the Member States have agreed as follows: -

ARTICLE 1

Definitions

In this Memorandum of Understanding (hereinafter referred to as the "MoU") the terms and expressions defined in Article 1 shall bear the same meaning unless the context otherwise requires:

"Conservation"	means the protection, maintenance, rehabilitation, restoration and enhancement of the biological and non-biological resources;
"Cultural resources"	means any physical and spiritual property associated with past and present human use, cultural activities and history;
"National Coordinating Agency"	means that body identified in Article 6 for such purposes;
"NP"	means National Park;
"Stakeholders"	means individuals or groups of individuals or representative institutions with a stake, direct interest in the Transfrontier Conservation Area development and management, such as local or district councils; local communities (i.e. groups of people living in or adjacent to the TFCA, bound together by social and economic relations based on shared interest);

"Sustainable use"	means use in a way and at a rate that does not lead to the long-term decline of renewable natural resources;
"Transfrontier Conservation Area" (TFCA)	means the area or the component of a large ecological region that straddles the boundaries of two or more countries, encompassing one or more protected areas, as well as multiple resources use areas and
"Wildlife"	means non-domesticated animal and plant life occurring within natural ecosystems and habitats.

ARTICLE 2

Scope and Name of the TFCA

This MoU seeks to establish and develop a Transfrontier Conservation Area which shall be called **Kavango-Zambezi Transfrontier Conservation Area (KAZA TFCA)**.

ARTICLE 3

Geographical Extent of the KAZA TFCA

- (1) The Member States shall, in consultation with their stakeholders, jointly establish the KAZA Transfrontier Conservation Area, which will include the areas known as:-

- (a) In the Republic of Angola,

The Luiana Partial Reserve and Mavinga Partial Reserve, Long-Mavinga Hunting Area, Luengue Hunting Area, Luiana Hunting Area, Mucusso Hunting Area and other land to be determined by migratory wildlife movement.

- (b) In the Republic of Botswana,

The Okavango Delta (including the Moremi Game Reserve, Chobe-Linyanti river system (including the Chobe NP), Makgadikgadi – Nxai NP and other land to be determined by migratory wildlife movement.

(c) In the Republic of Namibia,

The Bwabwata NP, Mudumu NP, Mamili NP, the Caprivi State Forest Reserve, Khaudom Game Park, conservancies in between them and other land and to be determined by migratory wildlife movement.

(d) In the Republic of Zambia:

The Kafue NP and adjoining Game Management areas, Sioma-Ngwezi NP, Mosi-oa-Tunya NP, Mumbwa, Namwala and West-Zambezi Game Management Areas, the Siavonga area and other land to be determined by migratory wildlife movement.

(e) In the Republic of Zimbabwe:

The Hwange NP, Zambezi NP, Kazuma Pan NP, Matetsi and Deka Safari Areas, adjoining designated Forest Areas, with potential expansion eastwards to Lake Kariba, Matusadonha NP, Chizarira NP, Chirisa Safari Area, and Chete Safari Area and other land to be determined by migratory wildlife movement.

In defining the geographical areas for inclusion in the TFCA as outlined above, it is understood that this does not preclude the later inclusion and/or exclusion of additional areas into and out of the TFCAs, provided that such amendments shall be done by mutual consent of the Member States and in keeping with the objectives of the MoU.

ARTICLE 4

Principles

- 1) Each Member State shall ensure the protection and management of those parts of the Kavango Zambezi ecosystem falling directly under its jurisdiction or control and the development of tourism so that activities in one country will not cause any adverse effects in areas beyond the limits of national jurisdiction.
- 2) Pursuant to the attainment of the principles contained in this Article, Member States shall;
 - a) ensure co-operation at the national level among governmental authorities, communities, non-governmental organizations and private sector;

- b) co-operate to develop common approaches to natural resources management and tourism development and;
 - c) collaborate to achieve the objectives of relevant international agreements to which they are party.
- 3) The Member States will respect the rights of stakeholders recognizable under National Law and International Law.
 - 4) A Member State may in terms of its domestic law enter into contractual arrangements with stakeholders regarding the protection and regulation of matters affecting such rights.

ARTICLE 5

Objectives of the TFCA

- 1) The objectives of the TFCA are to:-
 - (a) Foster trans-national collaboration and co-operation among Member States in implementing ecosystems and cultural resource management through the establishment and development of the TFCA;
 - (b) Promote alliances in the management of biological and cultural resources and encourage social, economic and other partnerships among the Governments and the stakeholders;
 - (c) Enhance ecosystem integrity and natural ecological processes by harmonizing natural resources management approaches and tourism development across international boundaries;
 - (d) Develop mechanisms and strategies for local communities to participate meaningfully in, and tangibly benefit from the TFCA;
 - (e) Promote cross-border tourism as a means of fostering regional socio-economic development
- 2) The Member States may, after consultation with stakeholders, agree to other objectives.

ARTICLE 6

National Coordinating Agencies

- 1) In order to give effect to the intent and objectives as expressed in this MoU, the Member States shall designate the Ministries responsible for Environment, Natural Resources, Wildlife and/or Tourism as the Coordinating Agencies.
- 2) A National Coordinating Agency will develop consultative structures to enable representation by these stakeholders for the co-ordination of activities leading to the establishment of the TFCA.

ARTICLE 7

Institutional Framework

The institutional framework of this MoU will be:-

- (a) the Kavango-Zambezi TFCA Ministerial Committee;
- (b) the Kavango-Zambezi TFCA Technical Committee;
- (c) the Kavango-Zambezi TFCA Working Groups, Task Forces and any other *ad hoc* Committees that may be established , as and when required;
- (d) the Kavango-Zambezi TFCA Secretariat.

ARTICLE 8

Ministerial Committee

- 1) The Ministerial Committee will comprise of the Ministers responsible for the Coordinating Agencies as defined under Article 6 of this MoU;
- 2) The Committee will :
 - (a) be hosted on a rotational basis, with the country hosting providing the Chairperson for the meeting;
 - (b) ordinarily meet once a year; and
 - (c) make decisions by consensus.
- 3) The Committee will :
 - (a) finalize the draft Treaty to establish the TFCA and present the same to their respective Governments and;
 - (b) be responsible for overall policy guidance in the process of establishing the TFCA and;
 - (c) monitor progress in the establishment of the TFCA.

ARTICLE 9

Technical Committee

- 1) The Technical Committee shall be made up of members of the National Coordinating Agencies and designated representatives of stakeholders identified through the consultative structures provided for in Article 6. The TFCA Secretariat as defined in Article 11 shall be a member of the Technical Committee.

- 2) To maintain continuity, designated members of the Technical Committee shall attend all meetings in person and where an alternative is to attend a meeting, the designated member will ensure that the alternate is fully briefed and given the necessary authority and mandate to act as a member of the Technical Committee.
- 3) National and International Conservation and Tourism Organizations, or any other body and/or individuals that may advance the objectives of the TFCA may be invited to participate in meetings of the Technical Committee either as observers or advisors.
- 4) The Technical Committee shall be responsible for:-
 - (a) identifying the steps required for establishing the TFCA;
 - (b) negotiating and drafting the Treaty for the establishment of the TFCA;
 - (c) developing action plans for the establishment of the TFCA;
 - (d) setting up Working Groups for undertaking specific activities of the TFCA development;
 - (e) harmonizing the expectations and aims of the Governments with respect to the establishment and management of the TFCA;
 - (f) ensuring stakeholder participation in the overall planning and establishment of the TFCA;
 - (g) monitoring the establishment of the TFCA;
 - (h) translating decisions of the Ministerial Committee into operational guidelines and strategies;
 - (i) preparation of a draft management and development plan for the TFCA;
 - (j) preparing reports and other documentation for the Ministerial Committee;
 - (k) overseeing the administration of funds generated for the establishment of the TFCA; and
 - (l) monitoring activities of stakeholders or institutions in the planning and development of the TFCA, in particular but not limited to the field of immigration, customs, veterinary services, archaeology, cultural resources management, tourism development initiatives and security.
- 5) The Technical Committee shall be chaired on a rotational basis, with the host country providing the chairperson for that meeting.

- 6) The Technical Committee shall adopt its own rules of procedure.
- 7) The Technical Committee shall meet at least four times a year, or more frequently depending on need.
- 8) Decisions of the Technical Committee shall be by consensus.

ARTICLE 10

TFCA Working Groups

- 1) The Working Groups shall be composed of representatives appointed by the National Coordinating Agencies.
- 2) The Working Groups shall be responsible for:
 - (a) representing the interests of different sections of society in each country regarding the planning and development of the TFCA;
 - (b) collecting information and preparing technical reports in pursuance of the objectives of this MoU for Technical Committee; and
 - (c) facilitating discussions on matters of mutual interest between the Member States.
- 3) The Working Groups will adopt their own rules of procedure.
- 4) The Working Group shall report to the Technical Committee.

ARTICLE 11

The Secretariat

- 1) To promote efficiency, coordination and accountability in the TFCA planning and development process, a TFCA Secretariat will be established by the Ministerial Committee through recommendations of the Technical Committee.
- 2) The Secretariat shall be headed by a Project Coordinator.

3) The functions of the Secretariat shall be to –

- (a) drive and coordinate the activities associated with the planning and development of the TFCA;
- (b) ensure that an effective TFCA Technical Committee and TFCA Working Groups are established with full representation, and that a working programme focused on achieving the objectives of the TFCA is sustained;
- (c) coordinate the drafting of the Treaty for presentation to the Ministerial Committee through the Technical Committee;
- (d) coordinate the drafting and implementation of an effective action plan for achieving the objectives of the TFCA, with full participation of the relevant stakeholders;
- (e) ensure that appropriate processes and procedures in planning and developing the TFCA are followed in accordance with relevant national laws, regional protocols and international treaties;
- (f) prepare reports on resolutions and directives emanating from the Ministerial and Technical Committees;
- (g) facilitate the convening of meetings of the TFCA Committees and Working Groups;
- (h) liaise with the Technical Committee in identifying activities that would require funding and assist with the mobilization of resources ;
- (i) foster collaboration and linkages with other organizations;
- (j) provide regular management and financial progress reports; and
- (k) carry out any other assignments deemed necessary for achieving the objectives of the TFCA committees.

[Handwritten signatures and initials]

ARTICLE 12

Financing

Funding for the implementation of this MoU shall consist of:-

- 1) Member States contributions, the level of which shall be determined by the Ministerial Committee on the recommendations of the Technical Committee.
- 2) Donations.
- 3) Contributions from other stakeholders and development partners with the approval of the Technical Committee.

ARTICLE 13

Settlement of Disputes

- 1) Any dispute between Member States arising out of the interpretation or implementation of this MoU will be settled amicably through consultation and/or negotiation between the Parties concerned.
- 2) Should the aforesaid dispute not be resolved in the manner referred to above, any Party may submit the said dispute for arbitration to SADC.

ARTICLE 14

Entry into Effect

This MoU shall enter into force upon signature by any three (3) of the participating Governments.

ARTICLE 15

Amendments

Any proposal for the amendment of this MoU by a Member State, shall be notified in writing to other Member States for at least three months before it is considered for adoption by the Member States and shall enter into force upon such adoption.

ARTICLE 16


Withdrawal

- 1) Any Member State may withdraw from this MoU at any time by giving written notice of not less than twelve months to the other Member States.
- 2) This MoU shall automatically terminate upon the entry into force of a Treaty on the establishment of the Kavango-Zambezi Transfrontier Conservation Area.

Handwritten signatures and initials:
MK. M
R.E.C.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding in the English and Portuguese languages, all texts having equal validity.

THUS DONE and signed at Victoria Falls, Zimbabwe on this...7.... day of
December 2006.

 EDUARDO JORGE SAMUEL CANDEIA
(31 Mar 2007)

FOR THE GOVERNMENT OF THE REPUBLIC OF ANGOLA



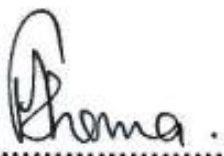
FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA



FOR THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA



FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA



FOR THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE