

**TRILATERAL
MEMORANDUM OF UNDERSTANDING
BETWEEN**

**the Office Rwandais de Tourisme et des Parcs
Nationaux**

the Uganda Wildlife Authority

and

**the Institut Congolais pour la Conservation de la
Nature**

**ON THE COLLABORATIVE
CONSERVATION
OF THE**

**CENTRAL ALBERTINE RIFT
TRANSFRONTIER PROTECTED AREA NETWORK**

PREAMBLE

The Office Rwandais de Tourisme et des Parcs Nationaux (hereinafter referred to as "ORTPN"), the Uganda Wildlife Authority (hereinafter referred to as "UWA") and the Institut Congolais pour la Conservation de la Nature (hereinafter referred to as "ICCN"), (hereinafter jointly referred to as "the Parties"),

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

CONSCIOUS of the benefits to be derived from close co-operation;

ACKNOWLEDGING the necessity to conserve the environment and in particular the unique ecosystem of the Central Albertine Rift Transfrontier protected area network for the benefit of Rwanda, Uganda, the Democratic Republic of Congo and the international community; and

DESIRING to extend, maintain and protect the unique ecosystem of the Central Albertine Rift Transfrontier protected area network through the collaborative management of the Volcano National Park, Mgahinga Gorilla National Park, Bwindi Impenetrable National Park, Queen Elizabeth National Park, Semliki National Park, Ruwenzori Mountains National Park, Kibale National Park and Virunga National Parks;

HEREBY AGREE as follows:

ARTICLE 1

RECOGNITION OF THE TRANSBOUNDARY NATURE OF THE CENTRAL ALBERTINE RIFT PROTECTED AREA NETWORK, COMPOSED OF THE VIRUNGA NATIONAL PARK, VOLCANO NATIONAL PARK, BWINDI IMPENETRABLE NATIONAL PARK, MGAHINGA GORILLA NATIONAL PARK, QUEEN ELIZABETH NATIONAL PARK, SEMLIKI NATIONAL PARK, KIBALE NATIONAL PARK AND RUWENZORI MOUNTAINS NATIONAL PARK

The Parties hereby jointly recognise the Central Albertine Rift Transfrontier protected area network as a transboundary ecosystem shared by eight National Parks composed of the Volcano National Park in the Republic of Rwanda, the Mgahinga Gorilla National Park, Bwindi Impenetrable National Park, Queen Elizabeth National Park, Kibale National Park, Semliki National Park and Ruwenzori Mountains National Park in the Republic of Uganda, and the Virunga National Park in the DRC. The parties further appreciate that there have been efforts to coordinate and collaboratively manage these protected areas as one ecosystem.

The parties hereby agree to recognize these efforts and further pledge to continue to implement, and formalize the transboundary collaboration in the areas of conservation,

research, monitoring, community-based conservation and eco-tourism to ensure sustainable biodiversity conservation.

The parties hereby agree to develop a Transfrontier Strategic Plan for the Central Albertine Rift Transfrontier Protected Area Network (hereinafter referred to as the “Transfrontier Strategic Plan”) to formalize transboundary collaboration.

ARTICLE 2

CO-OPERATION

- (1) The Parties undertake, respectively, to ensure that the Volcano National Park, the Bwindi Impenetrable National Park, Mgahinga Gorilla National Park, Queen Elizabeth National Park, Semliki National Park, Ruwenzori Mountains National Park, Kibale National Park and the Virunga National Park (hereinafter jointly referred to as “the Parks” and separately as “the Park”) take into consideration the Transfrontier objectives included in this Memorandum of Understanding between the Office Rwandais de Tourisme et des Parcs Nationaux, the Uganda Wildlife Authority, and the Institut Congolais pour la Conservation de la Nature.
- (2) The Parties undertake:
 - . To ensure the co-ordination of the management and the development of the Parks;
 - . To consult, assist and support each other in the implementation of the Transfrontier Objectives;
- (3) The Parties undertake to enter into further agreements which may be required to give effect to the spirit and intent of this Agreement.

ARTICLE 3

TRANSFRONTIER OBJECTIVES

- (1) The objectives of Transboundary collaboration in the Central Albertine Rift are:
 - . Cooperative conservation of biodiversity and other natural and cultural values across boundaries;
 - . Promote landscape-level ecosystems through protected area planning and management.
 - . Advocate for integrated bioregional land-use planning and management to reduce threats to protected areas;
 - . Establishment of a common vision for transboundary collaboration;
 - . Building trust, understanding and cooperation among wildlife authorities, nongovernmental organisations, communities, users and other stakeholders to achieve sustainable conservation and thereby contribute to peace;
 - . Sharing of regional resources, management skills, experience and good practice to ensure efficiency and effectiveness in managing biodiversity and cultural resources;

- . Enhancing the conservation benefits and promote at a regional level awareness and sharing of these benefits and conservation values among stakeholders ;
- a. Strengthen cooperation in research, monitoring and information management programmes;
- b. Ensure that conservation of biodiversity in the region contributes to the reduction of poverty.

ARTICLE 4

IMPLEMENTATION OF TRANSFRONTIER COLLABORATION AND THE FORMULATION OF THE TRANSFRONTIER STRATEGIC PLAN

- (1) The parties agree to work together to put in place a long-term Transfrontier Strategic Plan to achieve the above-mentioned objectives. The parties shall provide for the Core Secretariat for Transfrontier collaboration and the development of a Transfrontier Strategic Plan in the Central Albertine Rift (hereinafter referred to as the "Transfrontier Core Secretariat").
- (2) To develop the Transfrontier Strategic Plan and to coordinate Transfrontier collaboration, the parties will work with the designated facilitator for the transboundary process, the International Gorilla Conservation Programme (IGCP).
- (3) The Transfrontier Core Secretariat will consist of the Executive Directors of the ORTPN, UWA and ICCN, as well as one Technical Associate delegated by the Executive Directors for each of the parties, and the International Gorilla Conservation Programme (IGCP).

ARTICLE 5

CENTRAL ALBERTINE RIFT TRANSFRONTIER PROTECTED AREA NETWORK CORE SECRETARIAT

- (1) The Transfrontier Core Secretariat is hereby established, which shall in a manner provided for by this Agreement develop the Transfrontier Strategic Plan and coordinate Transfrontier collaborative activities within the Central Albertine Rift Transfrontier protected area network. The Transfrontier Core Secretariat will provide the representatives of the ORTPN, UWA and ICCN with the opportunity to share ideas, develop proposals, provide general guidance with respect to activities undertaken in the Central Albertine Rift Transfrontier protected area network and take steps that are in accordance with this Agreement to facilitate the integration and collaborative management of the Parks.
- (2) The Parties hereby respectively nominate the following persons as members of the Transfrontier Core Secretariat:

On behalf of ORTPN:

- _____, Director of the Office Rwandais de Tourisme et des Parcs Nationaux;
- _____, Technical Associate for the Office Rwandais de Tourisme et des Parcs Nationaux;

On behalf of UWA:

- _____, Executive Director of the Uganda Wildlife Authority;
- _____, Technical Associate for the Uganda Wildlife Authority;

On behalf of ICCN:

- _____, Administrateur Délégué Générale of the Institut Congolais pour la Conservation de la Nature, Kinshasa;
- _____, Technical Associate for the Institut Congolais pour la Conservation de la Nature ;

On behalf of the International Gorilla Conservation Programme:

- _____, Director of the International Gorilla Conservation Programme

- (3) Decisions of the Transfrontier Core Secretariat shall be taken by consensus. The Transfrontier Core Secretariat shall, subject to this Agreement, determine its own meeting times, rules and procedure, and venue for meetings provided that it shall meet at least once per annum.

ARTICLE 6

FINANCIAL MATTERS

- (1) In order to discharge their obligations under this Agreement, the Parties shall endeavour to make sufficient funds available to cover any expenses that may arise from the implementation of this Agreement, provided that the Office Rwandais de Tourisme et des Parcs Nationaux, the Uganda Wildlife Authority and the Institut Congolais pour la Conservation de la Nature and the Transfrontier Core Secretariat shall use their best endeavours to obtain financial and other means of support from their own sources as well as from other sources for the formulation of the Transfrontier Strategic Plan and continued Transfrontier collaboration.

ARTICLE 7

RESPECT FOR DOMESTIC LAW

This Agreement shall in no way be construed as derogating from any provision of the domestic law in force in the countries of the Parties or any other agreement entered into between the Parties.

ARTICLE 8

SETTLEMENT OF DISPUTES

- (1) Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 9

COMPETENT AUTHORITY

The competent authorities responsible for the implementation of this Agreement shall be

- (a) the representative for the Office Rwandais de Tourisme et des Parcs Nationaux (ORTPN);
- (b) the representative for the Uganda Wildlife Authority (UWA); and
- (c) the representative for the Institut Congolais pour la Conservation de la Nature (ICCN) in Kinshasa.

ARTICLE 10

ENTRY INTO FORCE

This Agreement shall enter into force on the date on which this Agreement is signed by the parties.

ARTICLE 11

TERMINATION

The Agreement may be terminated by any one or more of the Parties giving three month's written notice in advance of its intention to terminate this Agreement to the Transfrontier Core Secretariat.

ARTICLE 12

AMENDMENT

This agreement may be amended through a written agreement between the parties hereto.

IN WITNESS WHEREOF the undersigned have signed and sealed this Agreement in duplicate in the English and French language, both being equally authentic.

Signed in _____ on this _____ day of _____ Two Thousand and Four.

(Director of the Office Rwandais du
Tourisme et des Parcs Nationaux)
FOR THE OFFICE RWANDAIS DU TOURISME ET DES PARCS NATIONAUX

Signed in _____ on this _____ day of _____ Two Thousand and Four.

(Executive Director of the Uganda
Wildlife Authority)
FOR THE UGANDA WILDLIFE AUTHORITY

Signed in _____ on this _____ day of _____ Two Thousand and Four.

(Administrateur Délégué Générale de l'Institut
Congolais pour la Conservation de la Nature)
FOR THE INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE