

MEMORANDUM OF AGREEMENT

(hereinafter referred to as the "Agreement")

Between



THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA

AND



THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

ON THE ESTABLISHMENT OF THE IONA SKELETON COAST TRANSFRONTIER PARK

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PREAMBLE

The Government of the Republic of Namibia represented by the Ministry of Environment and Tourism and the Government of the Republic of Angola represented by Ministry of Environment. (hereinafter jointly referred to as the "*Partner Countries*" and singularly as a "*Partner Country*");

RECOGNIZING the principle of sovereign equality and territorial integrity of their respective states;

COMMITTED to ensuring the long term protection and sustainable use of natural and cultural heritage resources within their territories and to safeguard the natural environment and ecosystems in which these resources occur;

CONSCIOUS of the benefits to be derived from the collaboration and co-operation between neighbouring countries jointly managing natural and cultural heritage resources that straddle their boundaries and in the significance of maintaining cordial and friendly relations with each other;

AWARE that the conservation and sustainable use of natural and cultural heritage resources contribute to the social and economic development of the Partner Countries;

RECALLING that the Partner Countries are signatories or observers to regional agreements including the Southern African Development Community (SADC) Agreement (1992), the SADC Wildlife Policy and Development Strategy (1997), the SADC Environment and Sustainable Development Policy and Strategy (1998), the SADC Protocol on Trade (1996), the SADC Protocol on the Development of Tourism (1998), the SADC Protocol on Wildlife Conservation and Law Enforcement (1999), the revised SADC Protocol on Shared Water Courses (2000), and the SADC Protocol on Forestry (2002);

FURTHER RECALLING that either one or both of the Partner Countries are signatories of or parties to International Conventions including the African Convention on the Conservation of Nature and Natural Resources (Algiers, 1968), UNESCO's Man and the Biosphere Programme (1970), the Convention on the Conservation of Wetlands of International Importance (Ramsar 1971), the World Heritage Convention (Paris, 1972), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (Washington, 1973), the Convention on Migratory Species (Bonn 1979); the Convention on Biological Diversity (Rio de Janeiro, 1992); the United Nations Framework Convention on Climate Change (New York 1992); and the United Nations Convention to Combat Desertification (Paris, 1994);

ACKNOWLEDGING that local communities, non-governmental organisations and the private sector have important roles to play in the conservation and management of natural and cultural heritage resources from which they should derive equitable benefits;

DESIRING to sign an Agreement within the framework for SADC cooperation in the conservation and management of natural and cultural heritage resources and in the development of a vibrant and sustainable tourism industry;

NOW THEREFORE, the Partner Countries agree as follows:



ARTICLE 1: DEFINITIONS

For the purposes of this Agreement:

"Bilateral Ministerial Committee" means the Bilateral Ministerial Committee as provided for in Article 10;

"Consensus" means broad unanimity; general or widespread agreement among all the members of the partner countries;

"Conservation" means the protection, maintenance, rehabilitation, restoration and enhancement of natural and cultural heritage resources;

"Cultural heritage resources" means any physical and spiritual property associated with past and present human use, cultural activities and history as well as intangible culture such as folklore and interpretative arts such as storytelling and drama;

"Local communities" means the groups of people living in and adjacent to the area of Iona Skeleton Coast Transfrontier Park bound by cultural, social and economic relations that are based on shared interests and transboundary resources;

"Natural resources" means materials that occur naturally within environments in a relatively undisturbed state, often characterised by the amount of biodiversity existent in various ecosystems;

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"Transfrontier Park"

means the area or the component of a large ecological region that straddles the boundaries of two or more

"Sustainable use"

means the integrated management of resources to ensure efficient use of and equitable access to natural and cultural heritage resources for the benefit of current and future generations while protecting and maintaining such resources;

"Stakeholders"

means individuals or groups of individuals or representative institutions with a stake, direct or indirect interest in the development and management of the Iona Skeleton Coast Transfrontier Park or a right recognized under the laws of the Partner Countries in the areas comprising the Iona Skeleton Coast Transfrontier Park;

"Protected Areas"

means an area of land especially dedicated to the protection and maintenance of biological diversity, and of natural and associated cultural heritage resources, and managed through legal or other effective means, such as National Parks, Game and Forest Reserves;

"Private Sector"

means part of the national economy made up of, and resources owned by private enterprises;

"Non-Governmental Organizations"

means a voluntary group of individuals or organisations, usually not affiliated with any government that is formed to provide services or to advocate public policy;

countries, encompassing one or more protected area,
as well as multiple resources use areas; and

“Wildlife” means non-domesticated animal and plant life
occurring within natural ecosystems and habitats.

ARTICLE 2: ESTABLISHMENT OF THE IONA SKELETON COAST TRANSFRONTIER PARK

21. The Partner Countries hereby establish the Iona Skeleton Coast Transfrontier Park, which for the purpose of conservation, socio-economic development and for tourism shall integrate the areas detailed in Article 4.

ARTICLE 3: LEGAL STATUS

- 3.1 Iona Skeleton Coast Transfrontier Park shall be an organisation, and shall have legal personality with capacity and power to enter into contracts, acquire, or dispose of immovable property and to sue and be sued.
- 3.2 In the territory of a Partner Country, the Iona Skeleton Coast Transfrontier Park shall, pursuant to sub-article 1 of this Article, have such legal capacity as is necessary for the proper exercise of its functions.

ARTICLE 4: GEOGRAPHIC DELIMITATION

- 4.1 For the purpose of conservation, socio-economic development and tourism, the Iona Skeleton Coast Transfrontier Park shall integrate the following areas:
- a. In the Republic of Namibia, the area known as Skeleton Coast National Park; and

b. In the Republic of Angola, the area known as Iona National Park.

4.2 In defining the geographic areas comprising the Iona Skeleton Coast Transfrontier Park as outlined above, it is agreed that this does not preclude the later inclusion and/or exclusion of additional areas into and out of the Iona Skeleton Coast Transfrontier Park, provided that such amendments shall be done by mutual written consent of the Partner Countries and in keeping with the objectives of the Agreement.

4.3 The map of the Iona Skeleton Coast Transfrontier Park is herein attached and marked as Annexure "1".

ARTICLE 5: GENERAL PRINCIPLES

5.1 For the execution of the objectives expressed in this Agreement, the Partner Countries undertake to uphold the following principles:

5.1.1 Respect of the sovereign equality, territorial integrity and legal systems and structures of the Partner Countries;

5.1.2 Advocacy for solidarity, peace and security within the Iona Skeleton Coast Transfrontier Park;

5.1.3 Amicable resolution of disputes;

5.1.4 Recognition that the right to utilize natural cultural heritage resources carries with it the obligation to do so in a responsible manner so as to ensure effective conservation and management for posterity;

5.1.5 Prevention of excessive utilization of natural resources and ensuring that the use of natural resources is commensurate with the productive capacity of species and habitats.

5.1.6 Taking measures to rehabilitate populations of species in decline or degraded habitats and prevention of the indiscriminate destruction of habitats through pollution or any other human activities where appropriate;

- 5.1.7 Knowledge based decision making derived from both scientific information and traditional knowledge and the exercise of precaution when there is insufficient information;
- 5.1.8 Creation of forums to facilitate consultations and effective participation of stakeholders in decision making with respect to the development of policies and strategies related to the management and development of the Iona Skeleton Coast Transfrontier Park;
- 5.1.9 Developing agreements and guidelines as may be necessary in each area of cooperation which shall spell out the objectives and scope of, and institutional mechanisms for, cooperation;
- 5.1.10 Ensuring that the ownership of the Iona Skeleton Coast Transfrontier Park remains with and is led at all times by the governments and the people of the two Partner Countries; and
- 5.1.11 Turn the Iona Skeleton Coast Transfrontier Park into a programme which epitomises and showcases benefit sharing, equality, good governance, collaboration and cooperation.

ARTICLE 6: OBJECTIVES

- 6.1 The objectives of the Iona Skeleton Coast Transfrontier Park shall be to:
 - 6.1.1 Foster trans-national collaboration and co-operation between the Partner Countries which will facilitate effective ecosystem management in the area comprising the Transfrontier Park;
 - 6.1.2 Maintain and manage the shared natural and cultural heritage resources and biodiversity of the Iona Skeleton Coast Transfrontier Park including landscapes, and diverse habitats supporting healthy and viable populations of plant and animal species;
 - 6.1.3 Provide opportunities, facilities and infrastructure that will transform the Iona Skeleton Coast Transfrontier Park into a tourist destination in Africa made up of a range of independent yet complementary and integrated sub-

regional tourism development nodes, each offering world class services and a diversity of sustainable tourism products;

- 6.1.4 Develop and implement programmes that will enhance the sustainable use of natural and cultural heritage resources to improve the livelihoods of local communities within and around the Iona Skeleton Coast Transfrontier Park and thus contribute towards poverty reduction;
- 6.1.5 Promote increased cooperation and collaboration between the Partner Countries and to ease travel for tourists and other stakeholders across international borders;
- 6.1.6 Facilitate a healthy and competitive economic environment which promotes and enables public-private-community partnerships, private investment and regional economic integration;
- 6.1.7 Share experiences and pool resources and expertise across international borders in areas including indigenous knowledge, tourism management, border control, technology and renewable energy to facilitate development;
- 6.1.8 Enhance ecosystem integrity and natural ecological processes by harmonising environmental management procedures across international boundaries and striving to remove artificial barriers impeding the natural movement of wildlife;
- 6.1.9 Build capacity for and within the Iona Skeleton Coast Park through training, enterprise development and mentoring programmes thus increasing the skills and knowledge associated with the management of natural and cultural heritage resources and facilitate stakeholder participation in the Iona Skeleton Coast Transfrontier Park planning and development processes; and
- 6.1.10 The Partner Countries may, after consultation with stakeholders and agree to other objectives for the Iona Skeleton Coast Transfrontier Park.

ARTICLE 7: NATIONAL IMPLEMENTING AGENTS

- 7.1 The Partner Countries shall designate the Ministries responsible for conservation and management of Trans Frontier Conservation Areas and they

shall be the National Implementing Agents responsible for the coordination and implementation of the provisions of this Agreement on their behalf.

ARTICLE 8: OBLIGATIONS OF THE PARTNER COUNTRIES

- 8.1 The obligations of the Partner Countries as outlined in this Agreement shall be to:
- 8.1.1 Ensure the protection and management of those parts of the Iona Skeleton Coast Transfrontier Park ecosystem falling directly under their jurisdiction.
 - 8.1.2 Ensure that the development of tourism facilities and conservation management activities in one country will not cause adverse effects in areas beyond the limits of its national jurisdiction.
 - 8.1.3 Ensure cooperation at the national and local level amongst governmental authorities, communities, non-governmental organizations and private sector.
 - 8.1.4 Cooperate to develop common approaches to natural and cultural resources management and tourism development.
 - 8.1.5 Ensure that the rights of stakeholders recognizable under the domestic laws of the Partner Countries shall be respected.
 - 8.1.6 Mobilise resources for the development and management of the Iona Skeleton Coast Transfrontier Park.

ARTICLE 9: INSTITUTIONAL FRAMEWORK

- 9.1 The following institutions are hereby constituted and shall be responsible for the administration, management and development of the Iona Skeleton Coast Transfrontier Park:
- 9.1.1 Bilateral Ministerial Committee;
 - 9.1.2 Joint Management Committee;
 - 9.1.3 Coordinating Country;
 - 9.1.4 Secretariat for the Iona Skeleton Coast Transfrontier Park; and
 - 9.1.5 Such other institutions as may be established.



ARTICLE 10: BILATERAL MINISTERIAL COMMITTEE

- 10.1 The Bilateral Ministerial Committee shall comprise of the Ministers responsible for the National Implementing Agents as provided under Article 7 of this Agreement.
- 10.2 The Ministerial Committee shall hold its meetings at least once every year in the Partner Countries on a rotational basis which shall be chaired on a rotational basis and decisions shall be made by consensus.
- 10.3 The Bilateral Ministerial Committee shall be responsible for:
 - 10.3.1 Monitoring progress in the development and management of the Iona Skeleton Coast Transfrontier Park and guiding its development;
 - 10.3.2 Facilitating resolution of any implementation constraints that may arise and ensure that the momentum of establishing and developing the Iona Skeleton Coast Transfrontier Park is sustained;
 - 10.3.3 Providing political leadership and guidance in all matters related to the establishment, development and management of the Iona Skeleton Coast Transfrontier Park;
 - 10.3.4 Providing overall policy guidance and direction on all matters related to the Iona Skeleton Coast Transfrontier Park management ranging from stakeholder consultation to natural and cultural heritage resources management, socio-economic matters, immigration, safety and security and other matters as appropriate; and
 - 10.3.5 Ensuring that the Iona Skeleton Coast Transfrontier Park is developed as a conservation and tourism development programme from which the partner countries can derive social and economic benefits while observing the principles of accountability, equality, transparency and mutual respect.



ARTICLE 11: JOINT MANAGEMENT COMMITTEE

- 11.1 The Partner Countries shall each appoint four individuals to the Joint Management Committee (hereinafter referred to as JMC).
- 11.2 The JMC meetings shall be chaired and hosted on a rotational basis.
- 11.3 The JMC shall:
 - 11.3.1 Be responsible for periodic revision and implementation of the Joint Management Plan for the Transfrontier Park;
 - 11.3.2 Administer, manage and develop the Iona Skeleton Coast Transfrontier Park under the guidance of the Bilateral Ministerial;
 - 11.3.3 Formulate action plans and strategy protocols for the management and development of the Iona Skeleton Coast Transfrontier Park;
 - 11.3.4 Harmonize the expectations and aims of the Partner Countries with respect to the management and development of the Iona Skeleton Coast Transfrontier Park;
 - 11.3.5 Ensure stakeholder participation in the overall planning and development of the Iona Skeleton Coast Transfrontier Park;
 - 11.3.6 Monitor the management and development of the Iona Skeleton Coast Transfrontier Park;
 - 11.3.7 Provide reports to the Bilateral Ministerial Committee and translate decisions of the Bilateral Ministerial Committee into operational activities, guidelines and strategies;
 - 11.3.8 Identify and source funds to develop the Iona Skeleton Coast Transfrontier Park and oversee the administration of funds so generated; and
 - 11.3.9 Monitor activities of stakeholders or institutions involved in the planning and development of the Iona Skeleton Coast Transfrontier Park, in particular, but not limited to the field of immigration, customs, veterinary services, archaeology, culture, natural resources, tourism and security.
- 11.4 The JMC shall meet twice a year and as often as required.

11.5 A quorum for the JMC meetings shall consist of four members, two from each country, for meetings to proceed.

11.6 JMC shall make their decisions by consensus.

ARTICLE 12: COORDINATING COUNTRY

12.1 Partner Countries shall coordinate activities of the Iona Skeleton Coast Transfrontier Park on a two year rotational basis.

12.2 The responsibilities of a Coordinating Country shall be:

12.2.1 To provide leadership in driving the Iona Skeleton Coast Trans Frontier Park planning and development processes and where necessary expedite decision making on behalf of the other Partner Country;

12.2.2 To monitor the operations of the Transfrontier Park Secretariat and ensure that it delivers against expected outputs;

12.2.3 The relevant Ministry to act as the focal point for the Iona Skeleton Coast Transfrontier Park and ensure that the momentum of its establishment is sustained and enhanced;

12.2.4 To mobilize resources, both financial and technical in order to facilitate the development of the Iona Skeleton Coast Transfrontier Park from donor agencies and other development partners including the convening of donor conferences;

12.2.5 To facilitate the participation of international development partners in implementing programmes and activities to develop the Iona Skeleton Coast Transfrontier Park;

12.2.6 To ascertain that proper and appropriate arrangements are made for convening and hosting meetings of the Bilateral Ministerial Committee and the Joint Management Committee;

12.2.7 To facilitate the execution of tasks and implementation of decisions expeditiously and ensure that the Partner Countries do not miss out on opportunities that can benefit the Iona Skeleton Coast Transfrontier Park; and

- 12.2.8 To convene and Chair meetings of Bilateral Ministerial Committee, Joint Management Committee or any other forum involving the participation of the Partner Countries

ARTICLE 13: TRANSFRONTIER PARK SECRETARIAT

13.1 Secretariat Composition

- 13.1.1 The Secretariat shall be headed by the Executive Director who shall be accountable to the Bilateral Ministerial Committee through the JMC.
- 13.1.2 The Secretariat shall have such other staff as may be determined by the Bilateral Ministerial Committee from time to time and shall ensure that there is equitable representation of both Partner Countries.

13.2 Responsibilities of the Secretariat

The responsibilities of the Secretariat shall be to:

- 13.1.1 Drive and co-ordinate the daily activities associated with the planning and development of the Iona Skeleton Coast Transfrontier Park;
- 13.1.2 Co-ordinate the drafting and implementation of an effective action plan for achieving the objectives of the Iona Skeleton Coast Transfrontier Park;
- 13.1.3 Ensure that appropriate processes and procedures in planning and developing the Iona Skeleton Coast Transfrontier Park are followed in accordance with regional protocols and international treaties;
- 13.1.4 Prepare reports on resolutions and directives emanating from the Bilateral Ministerial Committee and the JMC;
- 13.1.5 Facilitate the convening of meetings of the Iona Skeleton Coast Transfrontier Park Committees and other forums;
- 13.1.6 Liaise with the JMC in identifying activities that would require funding and assist with the mobilization of resources;

- 13.1.7 Foster collaboration and linkages with other organizations (national, regional and international);
- 13.1.8 Provide regular (quarterly) management and financial progress reports; and
- 13.1.9 Carry out any other assignments deemed necessary for achieving the objectives of the Iona Skeleton Coast Transfrontier Park.

ARTICLE 14: FUNDS

- 14.1 The funds of the Iona Skeleton Coast Transfrontier Park shall consist of contributions of the Partner Countries, income from the Transfrontier Park enterprises and receipts from regional and non-regional sources.

ARTICLE 15: SETTLEMENT OF DISPUTES

- 15.1 In the event of any dispute arising between the Partner Countries as to the interpretation, application or implementation of this Agreement, including its existence, validity or termination thereof, such dispute shall be settled amicably through consultation and negotiation between the Partner Countries.
- 15.2 In the instance that the aforesaid disputes are not resolved in an amicable manner, any Partner Country may submit the said disputes for resolution to an ad hoc Tribunal.
- 15.3 The ad hoc Tribunal shall be composed of three members to be appointed by the Bilateral Ministerial Committee.
- 15.4 The ad hoc Tribunal shall determine its own rules and procedures. The ad hoc Tribunal shall decide by majority vote and its decision shall be final and binding.
- 15.5 In the event, any of the Partner Countries does not agree with the decision of the *ad hoc* Tribunal, the Partner Country shall give notice of its intent to terminate the Agreement.

ARTICLE 16: AMENDMENTS

- 16.1 This Agreement may be amended by mutual consent of the Partner Countries in writing through diplomatic channels.



ARTICLE 17: DURATION AND TERMINATION

- 17.1 The Agreement shall enter into force thirty (30) days after signature by the Competent Authorities of both Partner Countries.
- 17.2 The Agreement shall remain in force for five (5) years, renewable for an equal and successive period thereafter, unless either Partner Country gives written notice of its intention to terminate the Agreement by giving six (6) months prior written notice through diplomatic channels.
- 17.3 Any Partner Country which gives notice of its intention to terminate the Agreement shall remain legally bound to the terms and conditions of the Agreement during the period of notification.

ARTICLE 18: DISSOLUTION

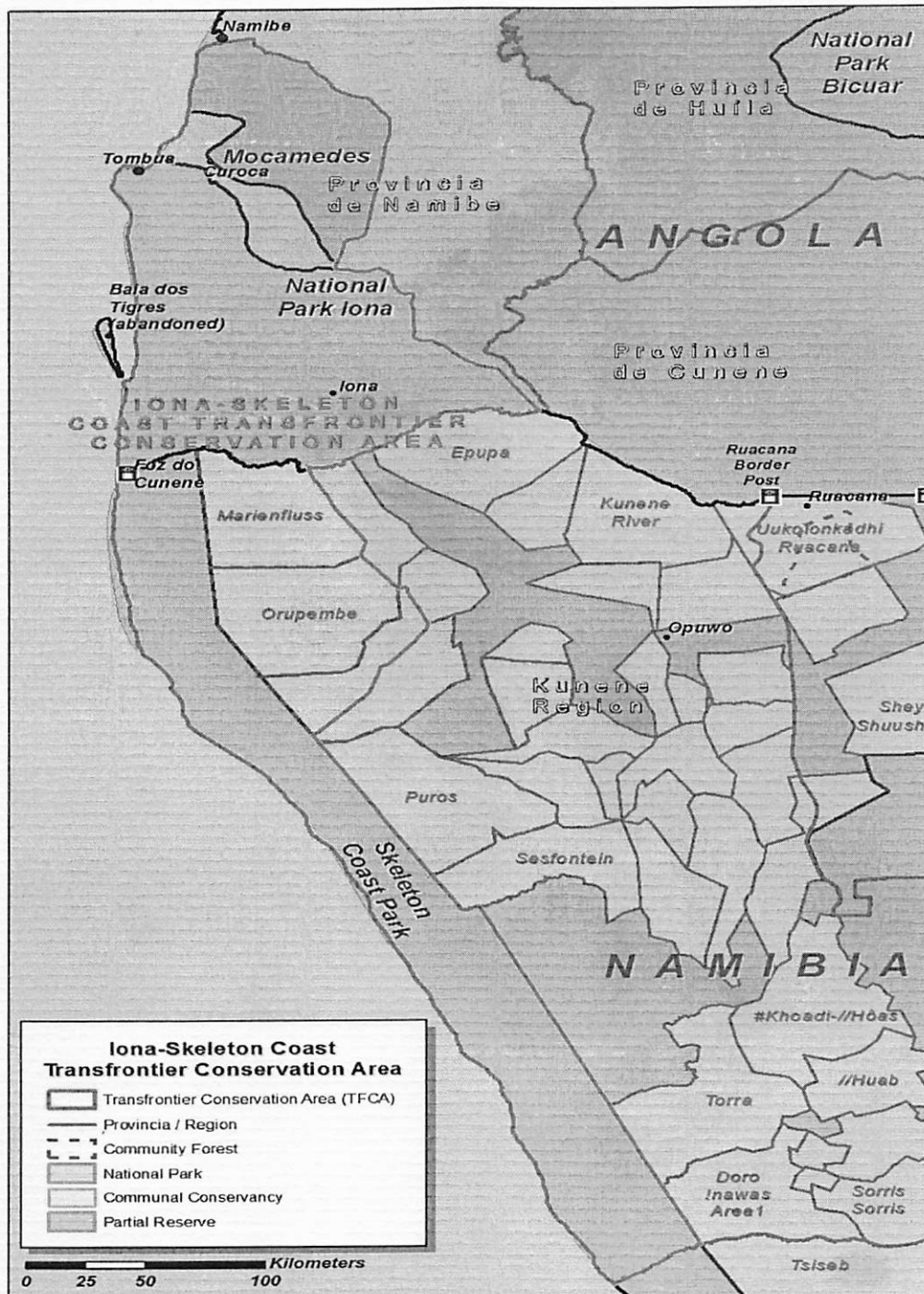
- 18.1 The proposal for the dissolution of Iona Skeleton Transfrontier Park may be made by the Party wishing to terminate the Agreement by giving such notice of termination and the proposal for dissolution to the Bilateral Ministerial Committee, for preliminary consideration, provided, however, that such a proposal shall not be submitted for the decision of the Bilateral Ministerial Committee until both Partner Countries have been duly notified of it and a period of twelve (12) months has lapsed after the submission to the Bilateral Ministerial Committee.
- 18.2 The Bilateral Ministerial Committee may decide by a resolution supported by the Partner Countries to dissolve the Iona Skeleton Coast Park and the Bilateral Ministerial Committee shall continue until the Iona Skeleton Coast Park has been completely dissolved.

ARTICLE 19: ANNEXURES

- 19.1 The Annexures referred herein shall be attached hereto and shall form an integral part of this Agreement.



ANNEX 1: MAP OF IONA SKELETON COAST TRANSFRONTIER PARK




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IN WITNESS WHEREOF the undersigned, being duly authorized thereto by the respective Partner Countries, have signed this Agreement in Four (4) originals in English and Portuguese languages, both texts being equally authentic.

DONE AT Windhoek **ON THIS**... 3 ... **DAY OF** May **2018**

**Ministry of Environment and Tourism
Republic of Namibia**

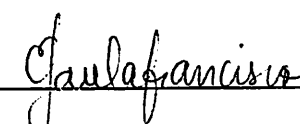


Signature:

Name: Hon. Pohamba Shifeta

Title: Minister

**Ministry of Environment
Republic of Angola**



Signature:

**Name: Hon. Paula Cristina Fransisco
Coelho**

Title: Minister