



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

AND

THE GOVERNMENT OF THE REPUBLIC OF ANGOLA

**ON THE DEVELOPMENT OF THE LIUWA PLAINS-MUSSUMA TRANSFRONTIER CONSERVATION
AREA**

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PREAMBLE

The Government of the Republic of Zambia acting through the Ministry of Tourism and the Government of the Republic of Angola acting through the Ministry of Environment hereinafter jointly referred to as the "Parties" and individually as the "Party".

WHEREAS RECOGNIZING the principle of sovereign territorial integrity of their states;

WHEREAS FURTHER RECOGNIZING the important role of the private sector and communities neighboring protected areas in the promotion and sustainable use of natural resources;

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

WHEREAS acknowledging the necessity to conserve and sustainably use shared natural and cultural resources and the environment for present and future generations;

WHEREAS RECALLING the provisions of the Southern African Development Community (hereinafter referred to as "SADC") Treaty and Declaration of Heads of State and Government (Windhoek, 1992); SADC Protocols on Trade (Lesotho, 1996), Development of Tourism (Mauritius, 1998) and Wildlife Conservation and Law Enforcement (Maputo, 1999);

WHEREAS calling upon Member States of SADC to promote regional co-operation;

WHEREAS WISHING to initiate a process with this Memorandum of Understanding that formalizes dialogue to negotiate and thereafter establish, develop and manage the Liuwa Plains-Mussuma Transfrontier Conservation Area (hereinafter referred to as the "Liuwa Plains-Mussuma TFCA") along the international boundary between Angola and Zambia;

WHEREAS recalling that the Countries establishing the Liuwa Plains-Mussuma TFCA are

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signatories of, or Parties to the African Convention on the Conservation of Nature and Natural Resources (Algiers, 1968), the Convention on Wetlands (Ramsar, 1971), the World Heritage Convention (Paris, 1972); the Convention on International Trade in Endangered Species (Washington, 1973); the Convention on Biological Diversity (Rio de Janeiro, 1992); and,

WHEREAS desiring to promote ecosystem integrity, biodiversity conservation and sustainable socio-economic development across international boundaries;

Understand the following:

ARTICLE 1

Definitions

In this Memorandum of Understanding (hereinafter referred to as the "MoU"), unless the context otherwise requires:

- (a) A "Co-ordinating Country" means the country designated to co-ordinate the TFCA activities over a period of two years, alternating between the two Parties;
- (b) "Conservation" means the protection, management, maintenance, rehabilitation, restoration, enhancement and sustainable use of natural and cultural resources and the environment;
- (c) "Cultural resources" means any physical and spiritual property associated with past and present human use or occupation of the environment, cultural activities and history;

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- (d) "*Force Majeure*" will mean all events which are beyond the control of the Parties and which are unforeseen, unavoidable, or insurmountable, and which arise after the entry into force of this MoU and which prevent total or partial performance by any of the Parties. Such events will include but are not limited to; earthquakes, flood, fire, war, legislative restrictions occurring after entry into force of this MoU, governmental policy rendering the implementation and / or operation of the Project uneconomic for the Parties, or any other events which cannot be foreseen, prevented or controlled, including instances which are accepted as Force Majeure in general international commercial practice.
- (e) "Liuwa Plains - Mussuma TFCA" means the area as described in Article 5;
- (f) "National Co-ordinating Agencies/Entities" means the institutions designated by the Parties in terms of Article 7 to lead the negotiations in the establishment of Liuwa Plains - Mussuma TFCA;
- (g) "National Park" means an area designated to conserve wildlife and associated natural resources [and] to preserve the scenic and scientific value and the pristine and original nature of the area and proclaimed as such;
- (h) "natural resources" means all the biological resources (wild flora and fauna and their habitat).
- (i) "communities" means groups of people living in and adjacent to the proposed TFCA, bound together by social, cultural and economic relations based on shared interest;
- (j) "protected areas" means a clearly defined geographical space, recognized, dedicated and managed, through legal or other effective means, to achieve

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the long-term conservation of nature with associated ecosystem services and cultural values. (as defined by the World Conservation Union (IUCN))

- (k) "Stakeholders" means individuals or groups of individuals or representative institutions with a stake, direct interest or a right recognizable under law/ in the TFCA development and management;
- (l) "sustainable use" means use in a manner and at a rate that does not lead to the long-term decline of natural resources;
- (m) "Transfrontier Conservation Area" means the area or 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 resource use areas in which the participating countries decide to co-operate in managing shared natural resources; and
- (n) "Treaty" means an agreement to be entered into by Angola and Zambia for the joint management of the Proposed Liuwa Plains- Mussuma TFCA.

ARTICLE 2

Objective of the MoU

The objectives of the present MoU are to create a conducive environment, and set up fora, for negotiating the establishment of the Liuwa Plains-Mussuma TFCA.

ARTICLE 3

Purpose of the establishment of the TFCA

The purpose of the establishment of the TFCA will be but not limited to the following -

- a) foster trans-national collaboration and co-operation among the Parties in implementing ecosystem management through the establishment, development

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and management of the proposed Liuwa Plains-Mussuma TFCA;

- (b) promote alliances in the management of biological natural resources by encouraging social, economic and other partnerships among the Parties, Private Sector, Local Communities and Non-governmental Organizations recognized by the two Parties;
- (c) enhance ecosystem integrity and natural ecological processes by harmonizing environmental management procedures across international boundaries and striving to remove artificial barriers impeding the natural movement of animals;
- (d) develop strategies and frameworks whereby local communities can participate in, and tangibly benefit from, the management and sustainable use of natural resources that exist within the TFCA;
- (e) facilitate the establishment and maintenance of a sub-regional economic base by way of appropriate development frameworks, strategies and work plans; and
- (f) develop trans-border ecotourism as a means for fostering regional socio-economic development.

ARTICLE 4

Implementation of the MoU

- (1) The Parties will form an institutional framework of bodies specified in Article 7 and such bodies will be tasked with the administration and implementation of the objectives of this MoU.
- (2) The Parties will, in consultation with relevant stakeholders, engage in negotiations

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with a view of establishing the Liuwa Plains-Mussuma TFCA.

- (3) The negotiations will be undertaken in partnership with relevant sectors that have portfolio responsibilities for cross-border issues such as, but not limited to, immigration, Border, customs, animal health (veterinary), state security, defence and other fundamental matters.

ARTICLE 5

Composition of the Liuwa Plains-Mussuma TFCA

(1) The Liuwa-Plain – Mussuma TFCA comprises:

- a. The Republic of Angola, the area between-the course of the Mulondola River to its confluence with the Luena River; the course of the Luena River to its confluence with the Zambezi River; the course of the Zambezi River to the border line with the Republic of Zambia, following the border line to Landmark 33; the line that connects Landmark 33 to the Cuando River; the course of the Cuando River to the Chiúme River
 - b. The Republic of Zambia, the area between the Lungwebungu and Luanginga Rivers and West of the Zambezi Rivers including the Liuwa Plain National Park.
- (2) A full description of the proposed boundary of the TFCA shall be included once a feasibility study is concluded.
- (3) In defining the geographic areas that have been intended to be included in the TFCA as mentioned in this article that this does not inhibit the inclusion or exclusion of areas provided that such inclusion or exclusion is done by mutual consent of both Parties and in accordance with relevant Articles of this MoU.

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ARTICLE 6

Responsibilities by the Parties

To achieve the objectives of this MOU as outlined in Article 2, the Parties undertake to-

- (a) adopt joint decision-making processes within the proposed framework outlined in Article 7 of this MoU
- (b) ensure full stakeholder participation within their respective countries, through consultation and representation, so that broad social and political acceptance is achieved for the proposed TFCA;
- (c) follow regional protocols and international treaties in the development of the agreements establishing the proposed TFCA
- (d) implement policies, procedures, and where necessary, legislation and /or regulations, including the harmonization of such legislation and /or regulations, to ensure a coordinated approach by the parties to the TFCA objectives; and
- (e) inform each other promptly of activities within the jurisdiction of any of the parties, which may impact on the Liuwa Plain-Mussuma TFCA.

ARTICLE 7

National Co-ordinating Agencies/Entities

1. After concretizing the intentions and objectives expressed in the MoU, the Parties designate the following entities -

- (a) The Government of the Republic of Angola will designate, through its Ministry of Environment (hereinafter referred to as MINAMB) the National Institute of

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Biodiversity and Conservation Areas (hereinafter referred to as "INBAC").

(b) The Government of the Republic of Zambia will designate, through its Ministry of Tourism the Department of National Parks and Wildlife (hereinafter referred to as "DNPW").

2. The National Co-coordinating entities are required to facilitate the establishment of the proposed TFCA. To the extent that it affects the interests of stakeholders. The entities will develop consultative structures to enable representation by the stakeholders for the co-ordination of activities leading to the establishment of the proposed TFCA.

ARTICLE 8

Special Working Groups

Special working groups will be established by the Parties for undertaking specific activities to facilitate the development of the TFCA as and when required

ARTICLE 9

Co-ordinating Country

- (1) One Party will be designated on a rotational basis as Co-ordinating Country in order to promote accountability and sustained momentum in the development of the proposed TFCA.
- (2) The Co-ordinating Country incumbent will be appointed for a period of two years, commencing the role of co-ordination upon entry into force of this MoU.
- (3) The Co-ordinating Country will co-ordinate the activities associated with the planning and development of the Liuwa Plain-Mussuma TFCA



ARTICLE 10

Financing TFCA Processes

- (1) The Parties undertake to contribute financially towards the planning and development of the proposed Liuwa Plains-Mussuma TFCA unless otherwise agreed.
- (2) The Parties will do the necessary fundraising to raise funds towards the establishment and development of the proposed TFCA from various sources, including non-governmental organizations, interested entities, Stakeholders and through SADC Secretariat.
- (3) All funding proposals by third parties for the TFCA will be developed in consultation with the Parties.

Third parties in this section means, secretariat, consultants, non-governmental organizations and so on.

ARTICLE 11

Governance, Administration, and Control of Funds

- (1) The Parties agree that the management of funds under this MoU will be guided by clear and transparent processes. A designated lead Party (the "Lead Party") will be responsible for receiving, administering, and reporting on the use of funds. All spending must follow the approved budget and be used only for agreed activities.
- (2) Decisions about the use of funds will be made jointly through a simple governance structure, such as regular meetings or a steering group, where each Party has a voice. The Lead Party will keep proper financial records, provide regular financial updates, and ensure funds are used responsibly and in line with any donor or legal requirements.

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- (3) Any changes to the budget or major financial decisions must be approved by all Parties.
All Parties have the right to request information on how funds are being used.

ARTICLE 12
Confidentiality

- (1) All information accessed by either Party to this Agreement will be treated as confidential, unless a Party gives its written consent waiving its claim to the confidential nature of such information.
- (2) A breach of this confidentiality Article gives the affected party the right to withdraw from this MoU after giving fourteen (14) days written notice to other Party through diplomatic channels.

ARTICLE 13
Force Majeure

If an event of Force Majeure arising in respect of the MoU, then the Party affected by such an event on its own or upon request by the other Party will promptly convene a meeting between Parties for the purpose of reviewing the event, and prescribing reasonable alternative measures for the continuation of the MoU.

ARTICLE 14
Settlement of Disputes

- (1) Any dispute between the Parties arising out of the interpretation or implementation of this MoU will be settled amicably through direct consultation or negotiation between Parties through diplomatic channels.

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- (2) Notwithstanding the existence of a dispute the Parties undertake for the benefit of each other, to use their best endeavors that will ensure that the process of establishing the proposed TFCA continues.
- (3) Taking into consideration the existence of disputes, the parties commit themselves to mutual benefits and apply themselves to the continuation of the establishment of the Transfrontier conservation Area.

ARTICLE 15

Entry into Force and Duration

This MOU will enter into force after Angola notify Zambia of its compliance with its constitutional requirements necessary for the implementation of this MoU through diplomatic channels

- (2) This MoU will remain in force until the entry into force of the Treaty on the Establishment of the Liuwa Plains-Mussumu TFCA.

ARTICLE 16

Amendments

This MoU may be amended by the mutual consent of the Parties through the Exchange of Notifications between the Parties through diplomatic channels and the Ministry of Tourism of the Republic of Zambia has obtained the prior legal advice and approval from the Attorney General.

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ARTICLE 17

Assignment

Neither Party will assign in whole or any part of the MoU or benefit or interest in or under the MoU except by express written consent of the other Party.

ARTICLE 18

Conformity

All actions to be jointly conducted will be implemented in accordance with the Law and regulations applicable in respective Countries.

The provision of the MoU will be without prejudice to any other treaties or agreements to which both sides are parties.

ARTICLE 19

Corrupt and Fraudulent Practices

Each Party requires the other Party to observe the highest standard of ethics during the execution of the MoU.

Each party will, terminate the MoU if at any time it determines that corrupt or fraudulent practices were engaged in by the other Party during execution of the MoU.

For the purposes of this Article:

- 1) Corrupt practice means the offering, receiving or soliciting directly to influence the action of a party in the execution of the MoU.

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2) Fraudulent practice is any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid a responsibility.

ARTICLE 20

Entirety

This MoU comprises the entire understanding between the parties relating to the subject matter hereof, to the exclusion of all terms and conditions or collateral agreements, negotiations, notices of intention, promises, arrangements, undertakings and representations (whether written or oral) of the Parties with respect thereto made prior to the date of this MoU other than those representations expressly included in the MoU.

ARTICLE 21

Severability

If any provision of the MoU is prohibited or rendered invalid, such prohibition, or invalidity will not affect any other provision of the MoU.

ARTICLE 22

Survival

The performance, expiration or termination of this MoU for any reasons will not release either party from any responsibilities set forth in this MoU which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

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ARTICLE 23

Termination

- (1) Any Party may terminate of this MoU at any time by giving 6 months in advance notice to this effect through diplomatic channels.
- (2) In the event of termination of the MoU resources contributed or committed under the Liuwa Plains-Mussuma TFCA project will be shared equitably.
- (3) The distribution will consider each Party's contributions, and commitments made under the MoU. The Parties will meet promptly to agree on a fair and transparent process for such distribution.

ARTICLE 24

Repository of MoU

The Parties agree that the SADC Secretariat will act as a repository for the Liuwa Plains-Mussuma TFCA MoU.

ARTICLE 25

Domicilium Executandi

Addresses:

IMBAC: Instituto Nacional da Biodiversidade e Áreas de Conservação (INBAC)
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DNPW: Department of National Parks and Wildlife
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278244 /2783656 /278471 Email:info@dnpw.mota.gov.z

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IN WITNESS WHEREOF the undersigned, being duly authorized there to by their respective Governments, have signed this Memorandum of Understanding in the English and Portuguese languages, with both texts being equally authentic.

SIGNED at LUSAKA on this 28th day of May 2025

**FOR THE GOVERNMENT OF THE
REPUBLIC OF ZAMBIA**

**FOR THE GOVERNMENT OF THE
REPUBLIC OF ANGOLA**

Hon. Collins Nzovu, MP

Minister of Water Development and
Sanitation

Hon. Ana Paula Chantre Luna de

Carvalho Pereira

Minister of Environment