



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE
REPUBLIC OF MOZAMBIQUE**

ON

**COOPERATION IN THE FIELD OF BIODIVERSITY
CONSERVATION AND MANAGEMENT**

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PREAMBLE

The Government of the Republic of South Africa and the Government of the Republic of Mozambique, hereinafter jointly referred to as the "Parties" and individually a "Party";

RECOGNISING the objectives and principles laid down in the Convention on Biological Diversity (hereinafter also referred to as "CBD"), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (hereinafter also referred to as "CITES") and the legislation on wildlife of the two countries;

AWARE of the regional and global nature of the management, conservation and protection of biodiversity, compliance and enforcement of law, and the urgency of finding feasible ways and lasting solutions in their approach through international cooperation, as well as on the importance of joint activities between the Parties;

RECOGNISING that sustainable use is an integral part of conservation, as agreed by the Parties to the Convention on Biological Diversity;

AWARE that poaching and trafficking of wild animals is a global challenge;

SHARING ideas and common responsibilities, the Parties intend to increase cooperation in the conservation and protection of biodiversity and law enforcement in compliance with CITES;

CONVINCED that cooperation between the Parties in protection and conservation of biodiversity, law enforcement, and compliance with CITES is of mutual interest and will strengthen the friendly relations between their respective countries;

RECALLING the provisions of the Southern African Development Community Protocol on Wildlife Conservation and Law Enforcement which calls for cooperation in wildlife management and law enforcement amongst Member States;

HEREBY AGREE as follows:

ARTICLE 1

PURPOSE

1. The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to promote cooperation between the Parties in the areas of the management, conservation, protection of biodiversity, law enforcement, compliance with the obligations emanating from CITES, other legislation and conventions, based on principles of equality and mutual benefit through—
 - (a) compliance with the provisions of this MoU as well as the provisions of other applicable regulations through monitoring and evaluation;
 - (b) the encouragement of social, economic and other types of partnerships between stakeholders;
 - (c) promoting integrated planning, research, education, awareness raising and capacity building;

- (d) promoting the sharing and dissemination of information related to poaching and illegal trade of protected species;
- (e) collaboration in the development of comprehensive programmes to protect the rhino and elephant and their plans for their implementation; and
- (f) provision of financial, human and other resources appropriate for the effective implementation of this MoU.

ARTICLE 2

AREAS OF COOPERATION

- 2. The Parties have identified the following as priority areas—
 - (a) management, conservation and protection of biodiversity;
 - (b) promotion of sustainable use of biodiversity as an integral part to the conservation of species and ecosystems;
 - (c) compliance with obligations under CITES and other relevant regional and international conventions;
 - (d) implementation of legislation on biodiversity;
 - (e) compliance with national laws and applicable regional and sub-regional conventions and protocols;
 - (f) exchange of information, intelligence, good practices and research on biodiversity, conservation, protection and law enforcement;
 - (g) joint innovation in the development and increase of technology support;
 - (h) trade in wildlife, management of conservation areas, community development through income from biodiversity and sustainable ways of life;

- (i) education and training in the management, conservation and protection of biodiversity and law enforcement; and
- (j) other areas related to the Purpose described in Article 1, as agreed by the Parties.

ARTICLE 3

FORMS OF COOPERATION

3. The Parties may cooperate through—
- (a) exchange of relevant information and documents on the protection and conservation of biodiversity, enforcement and compliance with the law;
 - (b) visits of delegations and experts from the two countries;
 - (c) joint organisation of seminars, workshops and meetings with the participation of scientists, experts, regulators, legislators and stakeholders;
 - (d) establishment of an implementation framework of the areas of cooperation set out in Article 2; and
 - (e) other forms of cooperation as mutually agreed by the Parties in accordance with the legislation of each Party and the availability of funds.

ARTICLE 4

COMPETENT AUTHORITIES

4. The competent authorities responsible for the implementation of this MoU shall be—
- (a) for the Government of the Republic of South Africa, the Department of Environmental Affairs; and
 - (b) for the Government of the Republic of Mozambique, the Ministry of Tourism of Mozambique.

ARTICLE 5

IMPLEMENTATION

5. (1) The implementation of this MoU shall be through a Joint Committee comprising officials from both Parties, nominated by their respective Director-General or Permanent Secretary, with the following powers:
- (a) Prepare the annual work plan; and
 - (b) monitor and evaluate the implementation of the agreed programmes.
- (2) For implementation of this MoU, the Parties shall encourage their relevant organisations involved and responsible for the management of biodiversity and conservation issues, law and order institutions, and research institutions, to interact through their respective ministries in the management, conservation and protection of biodiversity, law enforcement and compliance with CITES and other conventions and relevant legislation.

(3) The Joint Committee shall meet annually and alternately in the two countries, namely the Republic of South Africa and the Republic of Mozambique.

(4) Whenever there are delays in the fulfilment of the programme agreed by the Parties or other relevant circumstances, the Joint Committee may propose to hold special meetings to address these.

(5) Each Party shall pay its own costs arising from the implementation of this MoU.

ARTICLE 6

OBLIGATIONS

6. The content of this MoU shall not affect the rights and obligations of the Parties deriving from any treaty, convention, protocol, international agreement on biodiversity, commercialisation of wildlife species, law enforcement. This MoU shall be implemented in accordance with the laws in force in the two countries.

ARTICLE 7

SETTLEMENT OF DISPUTES

7. Any dispute arising from the interpretation or implementation of this MoU shall be settled amicably by the Parties, through consultation and negotiation between them.

ARTICLE 8
AMENDMENTS

8. This MoU may be amended by mutual consent of the Parties, through an exchange of notes between the Parties through the diplomatic channel.

ARTICLE 9
ENTRY INTO FORCE

9. (1) This MoU shall enter into force on the date on which each Party notifies the other in writing through the diplomatic channel, that their respective legal requirements have been fulfilled. The date of entry into force shall be the date of the last notification.
- (2) This MoU shall remain into force for a period of five (5) years after which it shall be automatically extended for a further period of five (5) years unless it is terminated in terms of sub-Article (3).
- (3) This MoU may be terminated by either Party, giving six (6) months written notice to the other Party through the diplomatic channel of its intention to terminate the MoU.
- (4) The termination of this MoU shall not affect any arrangement or activity that has already been made or commenced before the termination, unless otherwise agreed upon by the Parties in writing.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this MoU in duplicate in the English and Portuguese languages, both texts being equally authentic.

DONE at SKUKUZA on this 17TH day of APRIL 2014



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF MOZAMBIQUE