



UNITED REPUBLIC OF TANZANIA



REPUBLIC OF MOZAMBIQUE

**AGREEMENT ON THE
COORDINATED CONSERVATION AND
MANAGEMENT OF THE SELOUS-NIASSA
ECOSYSTEM**

BETWEEN

**THE UNITED REPUBLIC OF TANZANIA
AND
THE REPUBLIC OF MOZAMBIQUE**

ARTICLE 1

Coordinated Conservation and Management of the Selous-Niassa Ecosystem

The Parties agree, jointly, to work towards coordination of the conservation and management of the shared Selous-Niassa ecosystem. That includes, among others, the Niassa National Reserve in Mozambique and the Selous Reserve in Tanzania and the wildlife and forest reserve that connects the two to comprise the largest wildlife refuge in the region. This ecosystem holds the largest populations of elephant, hippo, buffalo, lion, African wild dog, and leopard in the world.

ARTICLE 2

Objectives

The objectives of the Selous-Niassa ecosystem partnership are as follows:

- a) Promote collaboration and cooperation across borders between the Parties to facilitate the effective conservation and management of the Selous-Niassa Ecosystem, including coordination of activities to combat poaching and illegal wildlife trafficking.
- b) Promote partnerships in the management of biological natural resources by encouraging partnerships between the Parties and other stakeholders, including the private sector, local communities and non-governmental organizations;
- c) Improve the integrity of the ecosystem and natural ecological processes, standardizing procedures for environmental management across borders and striving to remove artificial barriers that impede the natural movement of wildlife;
- d) Develop cross-border eco-tourism as a means to promote regional socioeconomic development;
- e) Establish mechanisms to facilitate the exchange of technical, legal and scientific information for the joint management of the ecosystem.

ARTICLE 3

Principles

1. The principles of sovereignty and the duty to be respected by the high Parties hereinafter grantors in the treatment of issues covered in the present agreement are safeguarded.
2. The planning process for the coordinated conservation of the Selous-Niassa ecosystem will be made by joint decision of the authorized representatives of the Parties under the present Agreement.

ARTICLE 4

Bodies

The following bodies are responsible for preparing the Selous-Niassa ecosystem management strategy:

- a) The Ministerial Committee;
- b) The Joint Management Council;
- c) The Coordination Unit.

ARTICLE 5
Ministerial Committee

1. The Ministerial Committee is composed of ministers appointed by the Parties and it is the body responsible for policy guidance in the management of the Selous-Niassa ecosystem, chaired on a rotating basis, and its deliberations are made by mutual agreement.
2. The Ministerial Committee will meet at a minimum of once a year.

ARTICLE 6
Joint Management Council

1. The United Republic of Tanzania shall designate senior officials to represent the country in the Joint Management Councils on the technical discussions of the co-management of the Selous-Niassa ecosystem. The TAWA (Tanzania Wildlife Authority) Director, Forest Director, Tourism Director, a Regional Commissioner, and a Local Communities Representative will comprise the National Directorate of Wildlife.
2. The Republic of Mozambique shall designate senior officials to represent the country in the Joint Management Councils on the technical discussions of the co-management of the Selous-Niassa ecosystem. The ANAC (National Administration for Conservation Areas) General Director, the Land, Environment and Rural Development Provincial Director of Niassa, the Niassa National Reserve Warden and a Local Communities Representative will represent the country in the Joint Management Council on the technical discussions of the co-management of the Selous-Niassa ecosystem.
3. The Joint Management Council will meet at a minimum of two (2) times per year.

ARTICLE 7
Coordinating Unit

The Coordination of the creation process of conditions and the preparation of the institutionalization of the coordinated conservation and management of the Selous-Niassa ecosystem is made on a rotating basis, for a period of one year, which by the present instrument the United Republic of Tanzania is hereby designated as the Coordinating Party in the first year of work, with the following obligations:

- a) Coordinate activities for the co-management strategy of Selous-Niassa ecosystem;
- b) Ensure full representation of all relevant stakeholders in the activities of the co-management of the joint ecosystem;
- c) Prepare reports for the Ministerial Committee and the Joint Management Council;
- d) Coordinate with all parties in the identification of joint activities.
- e) To ensure co-management, the Coordinating Unit will consist of the Niassa National Reserve Warden and the Selous Permanent Manager, to meet at a minimum of three times a year.

ARTICLE 8
Settlement of Disputes

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

ARTICLE 9
Amendments

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

ARTICLE 10
Entry into Force

- i. This Agreement 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.
- ii. This Agreement 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 10.(iii).
- iii. This Agreement 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.
- iv. The termination of this Agreement 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 authorized thereto by their respective Governments, have signed this Agreement in duplicate in the English and Portuguese languages, both texts being equally authentic.

SIGNED on _____ of _____, 2015

BY THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

BY THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE