TRILATERAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UGANDA WILDLIFE AUTHORITY, “UWA”

THE OFFICE RWANDAIS DE TOURISME ET DES PARCS NATIONAUX, “ORTPN”

AND

THE INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE, “ICCN”

ON THE COLLABORATIVE MONITORING OF AND SHARING REVENUES FROM TRANSFRONTIER TOURISM GORILLA GROUPS
PREAMBLE

We, the Office Rwandais de Tourisme et des Parcs Nationaux (hereinafter referred to as “ORTPN”) of Boulevard de la Revolution no. 1, P. O. Box 905 Kigali, Rwanda, the Uganda Wildlife Authority (hereinafter referred to as “UWA”) of plot 7 Kira Road Kamwokya, P. O. Box 3530, Kampala, Uganda and the Institut Congolais pour la Conservation de la Nature (hereinafter referred to as “ICCN”), of 13, Avenue, des Cliniques, c/Gombe B.P. 868 Kinshasa 1, Democratic Republic of Congo (hereinafter jointly referred to as “the Parties”),

RECOGNISING the principle of sovereign equality and territorial integrity of our 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

CONSCIOUS of the framework for collaboration enshrined in the MoU signed between the three Protected Area Authorities on January 9th 2004 in Goma

Cognisant of the Tripartite Declaration on the Transboundary Natural Resources Management of the Transfrontier Protected Area Network of the Central Albertine Rift signed by three ministers from the DRC, the Republic of Uganda and the Republic of Rwanda on 14th October 2005 in Goma,

CONSCIOUS that gorilla tourism is a flagship for eco-tourism in the region and recognizing its importance to support sustainable biodiversity conservation and development in the 3 countries,

MINDFUL of the fact that gorillas are not aware of the political boundaries between the three states and therefore move freely across these boundaries

AWARE of the fact that the three countries have gorilla-habituated groups for tourism, which are an important source of revenue which supports conservation and community development in the region,

NOTING that the tourism gorilla groups as the other ones move freely in the region, which has caused a loss of income for the countries of their origin, an increase of the

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monitoring cost for host countries and generally undermining the tourism industry in the region.

HEREBY AGREE as follows:

Article 1

INTERPRETATION

“Core Secretariat” shall mean the three Executive Directors of ORTPN, UWA and ICCN and the three Technical Associates from the three agencies.

“Revenue” shall mean the fees from gorilla tracking permits.

“Virunga massif” shall mean the three National Parks namely Mgahinga National Park, Volcano National Park and Virunga National Park.

“Country of Origin” shall mean the country where the transfrontier tourism gorilla groups have been habituated for tourism purposes.

“Host Country” shall mean the country where the transfrontier tourism gorilla groups have moved other than their country of origin.

“Monitoring” shall mean activity of following regularly the gorillas to record data used for their conservation.

“Tourism Gorilla group”: shall mean group of gorilla that are visited by tourists.

Article 2

COLLABORATION FOR GORILLA MONITORING

Virunga massif is shared by the three countries and gorilla groups do move freely in the region without any barrier, the 3 countries agree to continue to collaborate in the monitoring of gorilla groups.

Article 3

TRANSFRONTIER GORILLA TOURISM: SHARING BENEFITS

The parties agree to organize tourist visits to the “transfrontier tourism gorilla groups” and share income generated as a result of these visits. This revenue shall be shared on a 50% basis for both the origin institution and the hosting institution.

Article 4

MECHANISMS FOR IMPLEMENTATION

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The parties agree on the following mechanisms for implementation of the transfrontier tourism:

1. Bookings for the transboundary Gorilla's shall be done only by Tour operators in the host country and the country of origin.

2. The tour operators can specify which group to visit.

3. The booking will be effective only after confirmation of available places for in the transboundary gorilla group by host country.

4. The booking will be confirmed after:
   a. An initial payment of 50% of the permit cost by the tour operator to the Institution of origin. This payment will be testified by a fax or a scanned message from the institution of the country of origin. In exceptional circumstances, the director General or his delegated officer can confirm the payment by phone to the host institution.
   b. A payment of 50% of the permit and park entry fee (where it applies) is paid to the Host institution after confirmation of the first payment within the agreed time frame.

5. The booking by the tour operator shall be valid for 48 hours Monday to Friday and 72 hours during weekends. During this period the tour operator will pay the total amount for permit and park entry fee. If the payment is not done during this period, the group will be open to the other tour operators.

6. The laws and other regulations relating to gorilla tourism in the host country shall apply.

7. The Host country shall provide the trackers and guides for the visit and regular monitoring of the transboundary gorilla's; however, park staff from the country of origin shall participate in gorilla monitoring at least once in three months.

Article 5

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 6

COMPETENT AUTHORITY

The competent authorities responsible for the implementation of this Agreement shall be the parties to the agreement (UWA, ICCN, and ORTPN). The chairperson of the Core Secretariat shall be the contact person for the implementation of this Agreement.

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Article 7

GOOD FAITH
The Parties undertake to act in good faith with respect to each other's rights under
this Agreement and to adopt all reasonable measures to ensure the realization of the
objectives of this Agreement.

Article 8

DISPUTE RESOLUTION
The Parties shall use their best efforts to settle amicably all disputes arising out of or
in connection with this Agreement or the interpretation thereof.
Any dispute between the Parties as to matters arising pursuant to this Agreement
which cannot be settled amicably through negotiations and consultations within thirty
(30) days after receipt by one Party of the other Party's request for such amicable
settlement may be submitted by either Party for settlement in accordance Arbitration
and Reconciliation Act (Laws of Uganda, Rwanda and Democratic Republic of
Congo).

Article 9

FORCE MAJEURE
No party shall be held responsible/liable for the inability to implement the
obligations or terms in this MoU if such inability arises from civil strife, government
restrictions, war, curfew, acts of God and other genuine natural unforeseeable
circumstances.

Article 10

AMENDMENT
This agreement may be amended through a written agreement between the parties
hereto submitted to the chairperson of the Core Secretariat.

TERMINATION
The Agreement may be terminated after a) an aggrieved party giving three month's
written notice in advance of its intention to terminate this Agreement to the
Competent Authority, b) all parties to the agreement agreeing to do so.

Article 11

ENTRY INTO FORCE
This Agreement shall enter into force on the date on which the parties sign this
Agreement pending a probation period of Six (6) months; after this probation period,
this agreement will be evaluated and confirmed.

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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 Entebbe on this 29th day of May Two Thousand and Six.

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

Signed in Kigali on this 29th day of May Two Thousand and Six.

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

Signed in Entebbe on this 29th day of May Two Thousand and Six.

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

WITNESS:

Eugène Rutagarada
(Director)
FOR THE INTERNATIONAL GORILLA CONSERVATION PROGRAMME

on this 29th day of May Two Thousand and Six.

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