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Memorandum of Understanding between the Government of the Republic of Sierra Leone and the Government of the Republic of Liberia on the cooperation in management, research, protection and conservation of the Greater Gola Transboundary Peace Park (May 2011).

Preamble:

- The Government of the Republic of Sierra Leone (hereinafter referred to as "Sierra Leone") and the Government of the Republic of Liberia (hereinafter referred to as "Liberia") (hereinafter also jointly referred to as "the parties"),
- Recognizing the principle of sovereign equality and territorial integrity of their states;
- Aware of the benefits to be derived from close cooperation and the maintenance of friendly relations with each other;
- Conscious of the importance to protect and manage the environment and especially the role of forests in the fight against climate change, and to guarantee long-term benefits to its citizens, especially the local and forest dependent communities;
- Bearing in mind that both Sierra Leone and Liberia contain the largest intact block of the highly threatened Upper Guinea Forest of West Africa.
- Noting the mutual interest in continuing and strengthening joint management and conservation of national parks close or contiguous with the border for the purpose of conserving shared resources and ecosystems;

Have reached the following understanding:

Article 1: Recognition of the Gola Forests Transboundary Peace Park.

- 1.1 Sierra Leone and Liberia hereby jointly recognize the Gola Forests Transboundary Peace Park in a manner that the area which is composed of the Gola Rainforest National Park in the Republic of Sierra Leone and the Gola Forest National Park in the Republic of Liberia shall be retained in its natural state as an undivided ecosystem in recognition of their role as an important provider of ecosystem services including carbon, water and biodiversity amongst others, and for the benefits of the larger community with particular reference to those communities adjacent to the Park

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Article 2: Cooperation

- 2.1 The parties undertake, respectively to proclaim that the Gola Rainforest National Park in Sierra Leone and the Gola Forest National Park in Liberia (hereinafter jointly referred to as "Peace Park" and separately as "National Parks"), whilst retaining their individual identities and management plans, be managed in accordance with the management objectives contained in this agreement, in general, and in particular with the harmonized management plans agreed between the Forestry Division of the Ministry of Agriculture, Forestry and Food Security of Sierra Leone (hereinafter referred to as "the Forestry Division-FD") and the Forestry Development Authority of Liberia (hereinafter referred to as "the FDA").
- 2.2 The Parties undertake:-
- a) To guarantee the co-ordination of the management, monitoring and the development of the Peace Park;
 - b) To consult, assist and support each other in the implementation of the management objectives;
 - c) To harmonize their relevant national legislations and remove impediments, where possible, in order to facilitate the collaborative management and conservation of the Peace Park, as a single ecological unit;
 - d) To ensure equitable apportionment of revenues generated directly by the Peace Park. All other revenues shall accrue to the National Parks generating such revenue unless otherwise agreed.
- 2.3 The parties undertake to enter into further agreements which may be required to give effect to the spirit and intent of this Agreement.

Article 3: Objectives

- 3.1 The management objectives of the proclaimed and recognized Gola Forest Transboundary Peace Park, shall be –
- a) To guarantee the long term protection of ecosystem and their services including, amongst others, carbon and water, and the conservation of the biodiversity in the Gola Forests which will help to maintain the integrity of the Upper Guinea Forest Ecosystem in West Africa
 - b) To share and pool expertise and experience between the FD and FDA;
 - c) To increase the local and international profile of this important conservation area;
 - d) To realize the full economic potential of the National Parks and surrounding areas from payments from ecosystem services, tourism, research and other sustainable management approaches that will bring economic benefits to Liberia and Sierra Leone and especially the local communities adjacent to the Parks;

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- e) To comply with the requirements of international law regarding the protection of the environment;
 - f) To integrate/harmonise, as much as possible, the management, conservation, research, marketing and other systems of the FD and FDA in respect of the Peace Park.
 - g) To facilitate the free movement of wildlife and personnel assigned to work in the Forests by the parties.
- 3.2 The management objectives shall, in the interim be implemented through the FD and FDA while a record of Understanding in which provisions is made for a detailed management plan, specifying practical steps for the achievement of the management objectives is established. The record of understanding shall also provide for the establishment of a committee to oversee the implementation of the management plan of the Peace Park (see point 4)

4: Coordination

- 4.1 The Parties will establish an Inter-governmental Peace Park Management Committee hereinafter referred to as 'the Committee' to direct and coordinate the implementation and management of the Peace Park activities.
- 4.2 Membership of the Committee shall be determined by the Parties and shall not exceed 10 people, including two representatives of local communities bordering the 'Peace Park'.
- 4.3 The venue of meetings of the Committee shall rotate annually between the countries.
- 4.4 The chair person of the Committee shall rotate annually between Parties with the representative of the other party acting as co-chair.
- 4.5 The overall objective of the Committee is to oversee and coordinate the implementation of the management plan of the Peace Park.
- 4.6 The Committee shall develop detail terms of reference and this will include the following:
 - a) Monitor the implementation of the management plan;
 - b) Advice on matters arising from this agreement and the implementation of the management plan;
 - c) Enhance co-operation in the implementation of the activities of the Peace Park.
 - d) Regularly update (at least once a year) parties on progress with activities of the Peace Park.
 - e) Ensure adequate resources are available for the implementation of activities in the management plan.
- 4.7 A quorum for a meeting of the Committee shall be, at least, two thirds of the members designated by each of the parties.

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- 4.8 Decisions of the Committee shall be taken by consensus. The Committee shall subject to this Agreement, determine its own meeting times, rules and procedure, and venue of meetings but shall meet at least once a year.

Article 5: Finance

- 5.1 The parties shall make sufficient funds available, on an annual basis, to cover any expenses of the Peace Park.
- 5.2 The FD and FDA shall use their best endeavors to obtain financial and other means of support to complement government budgetary allocation for the Peace Park.
- 5.3 Funds for the management of the Peace Park shall be paid into Peace Park accounts, to be opened by the Parties. These funds shall be managed by the Committee under the supervision of relevant government agencies.
- 5.4 The Committee shall submit annually audited financial statements to the Parties.

Article 6: Respect for Domestic Law

- 6.1 This Memorandum of Understanding shall in no way be construed as derogating from any provision of the national laws in force in the countries of the parties or any other agreement entered into between the parties.

Article 7: Disputes

- 7.1 Dispute(s) between the parties, arising from the interpretation or implementation of this Memorandum of Understanding, shall be settled amicably through consultation and/or negotiation. If an amicable solution cannot be reached, the dispute shall be settled through arbitration by a tribunal whose members are appointed by the parties. The arbitration tribunal shall decide upon its own procedures. The decision of the tribunal, supported by a majority of its members, shall be final and binding upon the parties

Article 8: Authority

The competent authorities responsible for the implementation of this agreement shall be:

- a) On behalf of the Republic of Sierra Leone, the Forestry Division of the Ministry of Agriculture, Forestry and Food Security
- b) On behalf of the Republic of Liberia, the Forestry Development Authority.

Article 9: Entry into force

- 9.1 This Memorandum of Understanding shall enter into force on the date on which each party has notified the other, in writing through the diplomatic channel, of its compliance with the constitutional requirements necessary for its implementation.. The date of entry into force shall be the last notification date.

Article 12: Amendment

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12.1 This Memorandum of Understanding may be amended through an exchange of notes between the parties through the diplomatic channel.

Article 11: Termination

11.1 This Memorandum of Understanding may be terminated by either party by giving the other party one year written advance notice through the diplomatic channel of its intention and reasons.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed and sealed this Memorandum of Understanding in duplicate in the English language, both being equally authentic.



 Dr Sam Sesay
Minister of Agriculture, Forestry and Food Security
Date: 28/09/2011

Signed on behalf of the Government of the Republic of Sierra Leone:



Moses Wogbeh
Managing Director of Forestry Development Authority, Liberia
Date: 03/10/11

Signed on behalf of the Government of the Republic of Liberia: