



ASBABUK

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26 FEB 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE MINISTRY OF FORESTRY AND WILDLIFE
(MINFOF)**

AND

**L'ASSOCIATION SANGUIA BAKA BUMA'A
KPODE (ASBABUK)**

**ON ACCESS TO RESOURCE AREAS OF
THE LOBEKE, BOUMBA BECK AND NKI NATIONAL
PARKS (NORTH AND SOUTH SECTORS)
TO BAKA LOCAL COMMUNITIES UNDER ASBABUK**

PREAMBLE

The Ministry of Forestry and Wildlife, hereinafter "MINFOF" represented by the Minister, **Jules Doret NDONGO**, on one hand,

And

The Association *Sanguia Baka Buma'a Kpode*, hereinafter "ASBABUK" represented by the President, **ADJINA Ernest**, on the other,

Both hereinafter referred to separately as "Party" and jointly as the "Parties",

Considering the Constitution of the Republic of Cameroon which, in its preamble, proclaims that "All persons shall have equal rights and obligations", and that "the State shall provide all its citizens with the conditions necessary for their development" as well as "ensure the protection of minorities and shall preserve the rights of indigenous peoples in accordance with the law";

Considering the desire of the Government of Cameroon to promote the rights of indigenous peoples, evidenced by the ratification of treaties and conventions that guarantee the respect of those rights (the International Convention on Civil and Political Rights, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), the African Charter on Human and Peoples' Rights, the Convention on Biodiversity, the United Nations Declaration on the Rights of Indigenous Peoples);

Mindful of Law No. 94/01 of January 1994 to lay down Forestry, Wildlife and Fisheries Regulations;

Considering national programmes to promote the rights of indigenous peoples such as the Pygmy Population Development Plan (PDPP), the 2020 Forestry and Wildlife Subsector Strategy of the Ministry of Forestry and Wildlife;

Mindful of Decree No. 2005/099 of 6 April 2005 to organise the Ministry of Forestry and Wildlife, as amended and supplemented by Decree No. 2005/495 of 31 December 2005;

Mindful of Decree No. 2005/3284/PM of 6 October 2005 to create the Boumba Beck National Park, Decree No. 2001/107/CAB/PM of 19 March 2001 to create the Lobeke National Park, and Decree No. 2005/3283/PM of 6 October 2005 to create the Nki National Park;

Aware that the customs and the traditional and cultural practices, as well as the manner of worship of the Baka Communities are basically meant for their survival and have always been practised sustainably;

Confident that the sustainable use and conservation of biodiversity as well as the general environment of this area can only be possible if the socio-cultural and economic development related challenges of these people are taken into account;

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Asserting that the cultures and traditions of Baka indigenous peoples closely depend on the natural resources of the Lobeke, Boumba Beck and Nki National Parks and their outlying areas on which are based their livelihoods and the said traditions;

Referencing the Management Plans of the Lobeke, Boumba Bek and Nki National Parks, which include provisions that recognise management agreements signed with the Bakas to ease their access to resources in the Protected Area;

The parties hereby agree as follows:

CHAPTER I: SUBJECT AND SCOPE

ARTICLE 1: This Memorandum of Understanding (MoU) defines the framework regulating access to resource areas within the Lobeke, Boumba Beck and Nki National Parks (North and South sectors) by the Baka local communities under the umbrella of the association named ASBABUK.

ARTICLE 2: DEFINITION OF TERMS

For the purposes of this MoU, the following definitions shall apply:

Customary law refers to the body of rules and traditional practices or customs associated with local communities for the enhancement and use of wildlife and forest resources. It encompasses, subject to other written rules of law, the right to recognise and protect lands by law, own natural resources as well as perform any custom related activity overseen by traditional authorities, who are their custodians, notably for worshipping and performing of rites in forests and natural or aquatic ecosystems.

Resource areas within in a Protected Area refer to a place where customary rights are performed within the relevant Protected Area and in accordance with its Management Plan.

Local communities are people living or residing within or in the vicinity of the targeted National Parks. They enjoy user and/or customary rights within this forest in accordance with the laws in force and the Management Plan of the said forest.

Permanent Forest Development refers to the implementation of a number of investment activities based on goals set and a plan drawn up in advance in consultation with other stakeholders, for the conservation and/or sustained supply of forest products and services without reducing the intrinsic value or compromising the future productivity of the forest, or inducing any undesirable effects on the physical and socio-cultural environment.

ARTICLE 3: SCOPE

(1) This MoU shall focus on the following areas of collaboration:

- Developing the targeted National Parks and managing their outlying areas;
- Protecting and promoting individual and collective rights of local communities in matters pertaining to biodiversity conservation;
- Capacity building;

(2) The Parties hereby undertake to draw up an action plan each year that shall specify all activities to be undertaken in the targeted Protected Areas and their vicinities in accordance with the terms hereof.

CHAPTER II: COMMITMENTS OF THE PARTIES

ARTICLE 4: COMMITMENTS OF ASBABUK

ASBABUK hereby undertakes to:

- Comply with the prescriptions of the Management Plan of the targeted National Parks;
- Be involved in the implementation and monitoring of the execution of the activities outlined in the action plan mentioned in Article 2, paragraph 2;
- Shun methods that are contrary to the principles of sustainable use of resources in the targeted National Parks in accordance with the laws in force;
- Report individuals who commit any illegal acts in the targeted National Parks and their vicinities;
- Educate the Baka people to live up to the commitments undertaken for the sustainable management of natural resources of the targeted National Parks;
- Designate their representatives in strategic, technical and communication activities relating to the management of National Parks in accordance with the action plan referred to in Article 3, Paragraph 2.
- Perform their traditional activities in the targeted National Parks in accordance with the action plan referred to Article 3, paragraph 2.

ARTICLE 5: COMMITMENTS OF MINFOF

MINFOF hereby undertakes to:

- Give the Baka people under the umbrella of ASBABUK easy access to resource areas in the aforementioned National Parks in compliance with the action plan referred to in Article 3, paragraph 2;
- Use the manpower and/or expertise of Baka people as much as possible in the implementation of management activities in the targeted National Parks;

- Facilitate the creation of platforms for consultation and dialogue between government authorities, communities, NGOs and other development partners in the management of targeted National Parks;
- Follow up relevant tip-offs by Baka communities as part of the sustainable management of the natural resources of targeted National Parks;
- Inform and educate Baka communities on their rights and responsibilities in the conservation project of targeted National Parks;
- Acquaint Baka communities and other stakeholders with instruments regulating the management of targeted National Parks, and keep them informed of the role and responsibilities of each actor involved in the management of the Parks;
- Build the capacities of Baka Communities as much as possible in all aspects bordering on their involvement in the management of targeted Protected Areas.

CHAPTER III: CONDITIONS FOR IMPLEMENTATION, MONITORING AND EVALUATION

ARTICLE 6: COMMUNICATION AND CONFIDENTIALITY

- (1) Any communication by either Party in respect of this Memorandum of Understanding shall be made only after the prior consent of the other. Such consent cannot be refused without reasonable justification.
- (2) MINFOF shall be responsible for updating its agents as well as any other bodies involved in the implementation of the activities of this Memorandum of Understanding, on its terms and amendments.
- (3) This Agreement does not grant to any of the contracting Parties the right to act or speak on behalf of the other.
- (4) This Memorandum of Understanding must in no way hinder or affect the independent activities of the Parties, be it under Cameroon law or elsewhere.
- (5) Neither Party shall be liable for difficulties encountered by the other.

ARTICLE 7 : MONITORING AND EVALUATION

- (1) This Memorandum of Understanding shall be executed in accordance with the Law in force in Cameroon.
- (2) the Parties hereby agree to set up a functional consultative body in each Park, by an act signed by the Regional Delegate of Forestry and Wildlife.
- (3) The body referred to in paragraph 2 above shall meet once in 6 (six) months, that is twice a year, not including extraordinary sessions, which may be

convened as need arises. It shall be responsible for drawing up the action plan mentioned in Article 3 paragraph 2.

- (4) Activities of the monitoring and evaluation body shall be coordinated by the Conservator of each Protected Area who shall report to the Regional Delegate. It shall comprise 2 (two) ASBABUK representatives, officials of the Conservation service, 1 (one) local representative of the Ministry of Social Affairs (MINAS), 1 (one) civil society representative and 1 (one) representative of development partners. Chairpersons and meeting venues shall be rotary and by consensus.
- (5) The meeting schedules of the monitoring and evaluation body shall be drawn up by mutual agreement at the beginning of the year, or while planning management activities to be undertaken in each Park.
- (6) A central monitoring and evaluation body shall be set up by decision of the Minister of Forestry and Wildlife.
- (7) Meeting expenses of the abovementioned bodies shall be borne by the budget of the Ministry of Forestry and Wildlife, Conservation services and, where applicable, the budget of the relevant community, as well as technical and financial partners.

ARTICLE 8: FORCE MAJEURE

- (1) In the event of force majeure, either party may suspend the execution of its contractual obligations if these become impossible as a result of an unforeseen impediment beyond its control (strikes, civil war, riots, and natural disasters).
- (2) Neither Party shall be liable for loss or damage caused to the other party resulting from a delay or failure to execute an obligation provided for herein when the delay or failure is due to a force majeure.
- (3) The Parties hereby undertake to take safety measures necessary for the conduct of their activities in the forests. Neither party shall be held liable in the event of any accident incurred by the other party in the exercise of their user rights.

ARTICLE 9: SETTLEMENT OF DISPUTES

- (1) Any dispute arising from the implementation hereof shall be settled amicably.
- (2) In the event of failure of amicable settlement, the matter shall be referred to competent courts and tribunals in Cameroon.

ARTICLE 10: DURATION, AMENDMENT AND TERMINATION

- (1) This Memorandum of Understanding, which shall take effect as from its date of signature, shall remain in force for a period of 3 (three) years renewable after evaluation.
- (2) However, either Party may terminate it after giving a three-month notification, provided this does not undermine the execution of any activity already initiated or compliance with the financial obligations contracted under this Memorandum of Understanding.
- (3) Notwithstanding paragraph 2 above, the provisions hereof shall remain in force after termination, until the Parties diligently fulfill the respective obligations that bind them and complete activities already initiated under this Memorandum of Understanding. To this end, the parties shall take necessary measures to ensure that the termination hereof does not undermine either ongoing activities, financial or other interests of either Party.

ARTICLE 11: EFFECTIVE DATE

This Memorandum of Understanding, drafted in 4 (four) original copies, 2 (two) in English and 2 (two) in French, shall take effect as from its date of signature by both Parties.

IN WITNESS WHEREOF, the Parties, having read and approved this Memorandum of Understanding, duly append their signatures.

Done at Bertona on _____

On behalf of
L'Association Sanguia Baka Buma'a
Kpode



ADJINA Ernest
ASBABUK President

On behalf of the
Ministry of Forestry and Wildlife



Jules Doret NDONGO
Minister of Forestry and Wildlife