

ACCORD

BETWEEN

THE MINISTRY OF FORESTRY AND WILDLIFE HEREIN ABBREVIATED AS
“MINFOF” AND REPRESENTED BY ITS MINISTER

AND

THE LAST GREAT APE ORGANISATION HEREIN ABBREVIATED AS “LAGA”
AND REPRESENTED BY ITS DIRECTOR

In view of fighting wildlife crimes in the national territory

PREAMBLE

- Considering the commitments found in the Yaounde Declaration of March 1999 resulting from the Central African Heads of States' Summit on conservation and sustainable management of forest ecosystems of Central Africa;
- Considering the treaty on the conservation and sustainable management of forest ecosystems of Central Africa signed in Brazzaville on the 5th of February, 2005;
- Concerned with ensuring a sustainable management of wildlife and forestry resources;
- Recognizing that anti-poaching activities are regalian activities and as such fall within the competence of the Ministry of Forestry and Wildlife;
- Recognizing that the Ministry of Forestry and Wildlife cannot, within the present context, single handedly fight against wildlife crime;
- Conscious of the fact corruption should be fought against in conservation policy and in the application of the wildlife law and ratified international conventions on wildlife;
- Conscious of the fact that the effectiveness of the fight against wildlife crime resides in legal procedures with the support of the Forces of Law and Order, the implication of expert lawyers and the putting in place of a system for the execution of court judgements;
- Concerned with the preservation of good governance in the management of wildlife resources;

It is agreed thus:

SECTION 1: THE SUBJECT OF THE ACCORD

Article 1: This Accord specifies the collaboration between MINFOF and LAGA in fighting against wildlife crime in protected species of wildlife in the national territory.

SECTION 2: THE COMMITMENT OF THE PARTIES

Article 2: MINFOF and LAGA commit themselves to join their efforts to improve on the effectiveness of the system developed in MINFOF to fight wildlife crime.

Article 3: *LAGA commits itself to:*

1. Support the efforts of MINFOF by providing it with the necessary funds to ensure the training and equipping of a functional corps of controllers specifically assigned to fight wildlife crime;
2. Support MINFOF services by the putting in place of a network of intelligence necessary for the tracking of poachers and traffickers of illicitly acquired wildlife products;
3. Inform MINFOF through its competent services of the detention, sale and circulation of illegally acquired wildlife products;
4. Support MINFOF services, particularly the control and anti-poaching brigade and the legal unit, in the follow-up of cases forwarded to court:
 - By ensuring the payment of at least 25% of lawyers' fees, in conformity with the scale agreed upon by the parties which is an annex of this Accord and which is an integral part of this document;
 - By ensuring the partial payment of the fees of each procedure.
5. Forward to the Ministry of Forestry and Wildlife quarterly reports of its activities;
6. Establish a fast system, which will be approved by the two parties, that broadcasts over the media all information related to seizures, acts of wildlife crime and the outcome of cases sent to court.

Article 4: MINFOF commits itself to:

1. Ensuring that at all levels of its services, the necessary collaboration that will enable the implementation of this Accord;
2. Train its personnel in-charge of control in collaboration and with funds provided by LAGA;
3. Lead field operations with the assistance of LAGA;
4. Publish, as best as it can, (national press, internet) operations carried out with the support of LAGA;
5. Provide a letter of general constitution to lawyers contracted for the follow-up of wildlife cases.

SECTION 3. FINAL PROVISIONS

Article 5:

1. Joint fields missions are planned and executed according to intelligence received by MINFOF, LAGA or from any other credible source;
2. The personnel to be trained must be part of MINFOF structures in-charge of control.

Article 6 :

1. The two (02) parties will meet quarterly to evaluate the level of implementation of this Accord;

2. During the course of the meeting LAGA shall present its quarterly report of activities.

Article 7:

1. Within the framework of this Accord, all equipment furnished by LAGA for control and the fight against poaching should not be used for any purpose other than that for which it was acquired;
2. Equipment acquired within this framework shall become the property of MINFOF at the end of this Accord.

Article 8:

1. No provision made within the framework of this Accord shall contradict the laws and regulations of Cameroon;
2. This Accord does not authorize one of the contracting parties to receive donations and legacy from a third part on behalf of the other party. It equally does not authorize the parties to act in the name of or on behalf of the other party without an authorization from the later.

Article 9:

1. The duration of the present contract is 2 years, tacitly renewable;
2. Nevertheless, the contracting parties may notify their intention to amend or repeal this Accord within a 3-month deadline.

Article 10:

3. The both parties commit themselves to amicable resolution of dispute resulting from the interpretation of this Accord;
4. In the absence of a compromise between the two parties, only the courts of Cameroon shall have jurisdiction.

Article 11: This present Accord takes effect from the date of signature.

Done in Yaounde in French and English on the 9th of October 2008, the both texts equally binding.

THE DIRECTOR OF LAGA

THE MINISTER OF FORESTRY
AND WILDLIFE

OFIR DRORI

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