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MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE NGO, ACTIONS FOR BIODIVERSITY AND
LAND MANAGEMENT
(ABIOGeT)**

**TO SUPPORT THE IMPLEMENTATION OF THE NATIONAL PLANTATION
FORESTS DEVELOPMENT PROGRAMME (NPFDP) IN CAMEROON
2020-2045**

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PREAMBLE:

The Ministry of Forestry and Wildlife, hereinafter referred to as "MINFOF", represented by its **Minister**, Mr **Jules Doret NDONGO**, and Actions for Biodiversity and Land Management, hereinafter referred to as "ABIOGeT", represented by its Board Chair, Mrs **Beatrice KENGNE**,

Jointly referred to as "the Parties", and individually as "the Party",

Mindful of the Constitution;

Mindful of the United Nations Convention on biological diversity adopted on 5 July 1992 and ratified by Cameroon on 29 August 1994;

Mindful of Law No. 90/053 of 19 December 1990 relating to freedom of association, including its subsequent amendments;

Mindful of Law No. 94/01 of 20 January 1994 to lay down forestry, wildlife and fisheries regulations;

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 Order No. 00000052/A/MINATD/SG/DAP/SDLP/SONG of 15 March 2017 of the Minister of Territorial Administration and Decentralisation (MINATD), renewed following Order No. 000123/A/MINAT/SG/DAP/SDLP/SONG/BA of 27 December 2022 authorising ABIOGeT to operate throughout the national territory as a Non-Governmental Organisation;

Considering the Government of Cameroon's commitment to the Sustainable Development Goals (SDGs), in particular Goals 13 and 15;

Considering Cameroon's commitment to the United Nations Framework Convention on Climate Change (UNFCCC), as reaffirmed by the Head of State at COP21 in Paris, namely to reduce greenhouse gas emissions by 32%;

Taking into account Cameroon's decentralisation policy, which advocates the devolution of power and resources from the State to local authorities (rural communities, Councils and Regions) for the empowerment and economic and social development of communities;

Taking into account the partnership agreements signed by ABIOGeT with international organisations, such as the U.S. Forest Service, within the framework of the SilvaCarbon and Central African Regional Programme for the Environment (CARPE) to help to enhance biodiversity conservation and sustainable forest management;

Convinced that the signing of the Memorandum of Understanding between MINFOF and ABIOGeT will consolidate their willingness to work together to achieve common goals, and to promote and develop innovative, cost-effective and income-generating sustainable forest resource management practices in line with Cameroon's new National Development Strategy (NDS30).

Hereby agree as follows:

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Memorandum of understanding between the Ministry of Forestry and Wildlife and ABIOGeT

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ARTICLE 1: PURPOSE

This Memorandum of Understanding aims to establish a framework for collaboration between MINFOF and ABIOGeT in order to contribute to the implementation of the National Plantation Forests Development Programme (NPFDP) in Cameroon (2020 - 2045).

ARTICLE 2: AREAS OF COLLABORATION

The partnership focuses mainly on the following areas:

- a. Capacity building of stakeholders in forest management and monitoring of forest dynamics through multi-resource inventories and forest carbon accounting (development and operationalisation of tools);
- b. Biodiversity conservation around Protected Areas;
- c. The development or creation of plantation forests, council and community forests, as well as private plantations, which may or may not be linked to the ongoing REDD+ process in Cameroon;
- d. Protecting and restoring forest landscapes, degraded land and ecologically fragile areas (riverbanks, watersheds, fallow land, wetlands, mangroves, etc.);
- e. Developing non-timber forest product (NTFP) value chains for local communities and indigenous peoples;
- f. Promoting agroforestry, arboriculture and urban forestry;
- g. Any other area of common interest identified.

ARTICLE 3: ABIOGeT'S COMMITMENTS

Actions for Biodiversity and Land Management (ABIOGeT) undertakes to:

- a. Contribute to the restoration of degraded forest landscapes and lands in Cameroon;
- b. Mobilise partners to carry out projects related to the above areas of collaboration;
- c. Set up and run, with the support of MINFOF, an awareness programme on combating deforestation and anti-poaching;
- d. Work with Councils to set up nurseries and showcase forest plantations;
- e. Mainstream gender, indigenous peoples' and vulnerable peoples' concerns in all projects developed under this Memorandum of Understanding;
- f. Initiate a project, with the support of MINFOF, to prepare a forestry guide for at least one of Cameroon's agro-ecological areas;
- g. Provide Local Authorities with the technical support they need for all their initiatives related to the areas of collaboration under this Memorandum of Understanding (art. 2);
- h. Provide MINFOF with semi-annual and annual reports on activities carried out in the forestry and wildlife sub-sector, together with a semestral and annual financial report.

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ARTICLE 4: MINFOF COMMITMENTS

The Ministry of Forestry and Wildlife (MINFOF) undertakes to:

- a. Grant ABIOGeT the administrative facilities necessary for its deployment in the field;
- b. Support the implementation of joint projects between MINFOF and ABIOGeT in the areas of collaboration defined above;
- c. Support ABIOGeT in mobilising partners to finance projects developed within the framework of this Memorandum of Understanding (maturation, sponsorship and endorsement).

ARTICLE 5: JOINT COMMITMENTS

Both Parties undertake to:

- a. Mainstream REDD+/Climate Change and biodiversity conservation considerations into all projects developed under this MoU;
- b. Draw up an Action Plan as a working document for this Memorandum;
- c. Based on the Action Plan, draw up a logical framework with an Annual Work Plan;
- d. Exchange information relevant for the smooth collaboration and synergy of actions involving other partners and stakeholders.

ARTICLE 6: IMPLEMENTATION

- a. This Memorandum of Understanding shall be implemented in accordance with the laws and regulations in force in Cameroon.
- b. Specific financial agreements may, where necessary, be signed between the Parties concerning certain funds mobilised under the implementation of certain projects, in order to develop specific methods of implementation.
- c. The implementation of activities under this Memorandum of Understanding is subject to the joint development, each year, of an annual work plan approved by both Parties.
- d. The Parties declare that MINFOF and ABIOGeT shall both be responsible for the implementation of this Memorandum of Understanding. Each party shall therefore be responsible for the funding of its activities.
- e. In addition to the regional meetings to coordinate the actions of the technical and financial partners in which ABIOGeT shall participate, the Parties agree to report annually on the implementation of this Memorandum of Understanding. Prospects for this collaboration may be defined if necessary.
- f. After each monitoring and evaluation meeting, a report shall be submitted to the Minister of Forestry and Wildlife and to the Board Chair of ABIOGeT.

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ARTICLE 7: THE MONITORING AND EVALUATION COMMITTEE

- a. The Monitoring and Evaluation of this Memorandum of Understanding shall be the responsibility of a Technical Committee to be created, organised and made functional by Decision of the Minister of Forestry and Wildlife.
- b. The Technical Monitoring and Evaluation Committee which is also in charge of validating the Annual Action Plan shall comprise of the following:
 - **Chair:** the focal point designed by MINFOF
 - **Members:**
 - 3 (three) representatives of MINFOF;
 - 3 (three) representatives of ABIOGeT.

ARTICLE 8: THE TRAINING OF STUDENTS

Depending on the number of interns they can accommodate, both parties shall take on internship, students who are enrolled in training programmes related to the intervention areas referred to in article 2.

ARTICLE 9: EQUIPMENT

Equipment acquired for the benefit of each Party for joint projects shall become the Property of the Parties at the end of the projects.

ARTICLE 10 : FORCE MAJEURE

- a. Within the framework of this Memorandum of Understanding, force majeure or fortuitous events shall be deemed to be those usually accepted by the jurisprudence of Cameroonian Courts.
- b. The Party affected by a case of force majeure shall immediately notify the other Party by email or by any other means that leaves a written record, and shall produce the necessary supporting documents. However, the other Party reserves the right to verify and check the facts.
- c. In the event that one of the Parties invokes force majeure, it shall do everything in its power to minimise the harmful effects of this situation.

ARTICLE 11: DURATION, AMMENDMENT AND TERMINATION

- a. This Memorandum of Understanding shall be signed for a period of 3 (three) years renewable upon evaluation.
- b. However, either Party may terminate it by giving a 6 (six) months' notice provided it is not prejudicial to actions already initiated or to the compliance with the financial obligations made under this Memorandum of Understanding.
- c. Notwithstanding paragraph 2 above, the provisions of this Memorandum of Understanding shall continue to apply after its termination for such time as to enable the Parties to properly fulfill their mutual commitments and

complete activities already undertaken under the Memorandum of Understanding.

Article 12: SETTLEMENT OF DISPUTE

- a. Any dispute arising from the implementation of this Memorandum of Understanding shall be settled amicably.
- b. Should such amicable settlement fail, jurisdiction shall devolve to competent courts in Yaounde.

Article 13: ADDRESSES AND CONTACTS OF THE PARTIES

All official correspondence pertaining to this Memorandum of Understanding must be sent or delivered to the following addresses:

MINFOF:

Government Building Number No.2, May 20 Boulevard
P.O.Box: 34430 Yaounde; Tel.: (+237) 222 23 49 59
Web site: www.minfof.cm

ABIOGeT:

P.O. Box: 127 Maroua, Cameroon, or P.O. Box: 8698 – Yaounde Office:
Yaounde 6, Acacia/Biyem-Assi, Street 7.322 (Almond Street) -
Telephone: +237 678 07 62 10/ 695190791
www.abioget.org / contact@abioget.org

Article 14: ENTRY INTO FORCE

This Memorandum of Understanding is drawn up in 4 (four) original copies, 2 (two) in English and 2 (two) in French, and enters into force from its date of signature by both Parties.

IN WITNESS WHEREOF, the Parties, having read and accepted this Memorandum of Understanding, have duly signed:

Done in _____, on **20 OCT 2023**

For ABIOGeT:



Beatrice KENGNE
Board Chair

For MINFOF:



Jules Doret NDONGO
Minister of Forestry and Wildlife