



TREATY

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MALAWI

AND

THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

ON THE ESTABLISHMENT OF THE
THE MALAWI ZAMBIA TRANSFRONTIER CONSERVATION
AREA

Handwritten signature in green ink

Handwritten signature in black ink

TABLE OF CONTENTS

PREAMBLE..... 3

ARTICLE 15

Definitions5

ARTICLE 27

Establishment of the Malawi Zambia Transfrontier Conservation Area.....7

ARTICLE 37

Geographic Delimitation7

ARTICLE 48

General Principles.....8

ARTICLE 59

Objectives of the MALAWI-ZAMBIA TFCA9

ARTICLE 610

National Implementing Agents10

ARTICLE 710

Obligations of the Partner States10

ARTICLE 8.....11

The role of SADC in the MALAWI-ZAMBIA TFCA.....11

ARTICLE 9.....12

Institutional Framework12

ARTICLE 1012

Composition and Functions of the Ministerial Committee12

ARTICLE 1114

Composition and Functions of the Committee of Senior Officials.....14

ARTICLE 1215

Composition and Functions of the Joint Management Committee.....15

ARTICLE 1316

Composition and Functions of the MALAWI-ZAMBIA TFCA Secretariat16

ARTICLE 1417

Composition and Functions of the National Committees17

ARTICLE 15.....18

Composition and Functions of the Local Committee.....18

ARTICLE 16.....18

Resources.....18

ARTICLE 17.....19

Assets.....19

ARTICLE 18.....19

The MALAWI-ZAMBIA TFCA Fund.....19

ARTICLE 19.....19

The Budget.....19

ARTICLE 2020

External Audit.....20

ARTICLE 21.....20

Financial Regulations.....20

ARTICLE 22.....20

Savings Provision.....20

ARTICLE 23.....20

Boim

EL

<i>Settlement of disputes</i>	20
ARTICLE 24.....	21
<i>Ratification</i>	21
ARTICLE 25.....	21
<i>Entry into force</i>	21
ARTICLE 26.....	21
<i>Depository</i>	21
ARTICLE 27	21
<i>Amendments</i>	21
ARTICLE 28.....	22
<i>Withdrawal</i>	22
ARTICLE 29.....	22
<i>Termination</i>	22
ARTICLE 30.....	23
<i>Dissolution</i>	23
ARTICLE 31.....	23
<i>Annexures</i>	23

Handwritten signature in green ink

Handwritten signature in black ink

PREAMBLE

The Government of the Republic of Malawi and the Government of the Republic of Zambia (hereinafter jointly referred to as the "Partner States" and in the singular as a "Partner State");

RECOGNIZING the principle of sovereign equality and territorial integrity of their respective States;

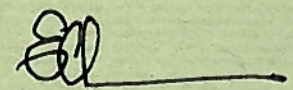
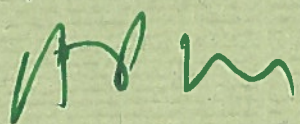
COMMITTED to ensuring the long term protection and sustainable use of natural and cultural heritage resources within their territories and to safeguarding the natural environment and ecosystems in which these resources occur;

CONSCIOUS of the benefits to be derived from the collaboration and co-operation between neighbouring countries jointly managing natural and cultural heritage resources that straddle their international boundaries and of the significance of maintaining cordial and friendly relations with each other;

AWARE that the conservation and sustainable use of natural and cultural heritage resources contribute to social and economic development of the Partner States;

RECALLING that both Partner States are signatories to regional agreements including the Southern African Development Community (SADC) Treaty (1992), the SADC Wildlife Policy and Development Strategy (1997), the SADC Environment and Sustainable Development Policy and Strategy (1998), the SADC Protocol on Trade (1996), the SADC Protocol on the Development of Tourism (1998), the SADC Protocol on Wildlife Conservation and Law Enforcement (1999), the revised SADC Protocol on Shared Water Courses (2000), and the SADC Protocol on Forestry (2002);

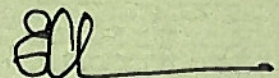
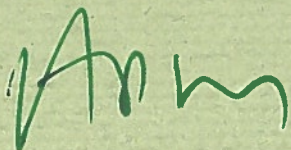
FURTHER RECALLING that both Partner States are signatories of or parties to International Conventions including the African Convention on the Conservation of Nature and Natural Resources (Algiers, 1968), UNESCO's Man and the Biosphere Programme (1970), the Convention on the Conservation of Wetlands of International Importance (Ramsar 1971), the World Heritage Convention (Paris, 1972), the Convention on International Trade in Endangered Species of Wild Fauna and Flora (Washington, 1973); the Convention on Biological Diversity (Rio de Janeiro, 1992); the United Nations Framework Convention on Climate Change (New York 1992); and the United Nations Convention to Combat Desertification (Paris, 1994);



ACKNOWLEDGING that local communities, non-governmental organisations and the private sector have important roles to play in the conservation and management of natural and cultural heritage resources from which they should derive equitable benefits;

DESIRING to conclude an international Treaty within the framework of SADC cooperation in the conservation and management of natural and cultural heritage resources and in the development of a vibrant and sustainable tourism industry;

NOW THEREFORE, the Partner States agree as follows:—



ARTICLE 1

Definitions

For the purposes of this Treaty:

"Consensus" means broad agreement amongst the partner states in decision making.

"Conservation" means the protection, wise and sustainable use, rehabilitation, restoration and enhancement of natural and cultural heritage resources.

"Cultural heritage resources" means any physical and spiritual property associated with human use, cultural and historical activities as well as intangible culture such as folklore and interpretative arts such as storytelling and drama.

"Funds" means financial resources available at any given time for application to programmes, projects and activities of the MALAWI-ZAMBIA TFCA.

"MALAWI-ZAMBIA TFCA Fund" means the MALAWI-ZAMBIA TFCA Fund established by Article 18 of this Treaty.

"Local communities" means groups of people living in and adjacent to the area of MALAWI-ZAMBIA TFCA bound by cultural, social and economic relations based on shared interests and transboundary resources.



<i>"Natural resources"</i>	means materials occurring naturally within environments which are of value to mankind, and often characterised by amounts of biodiversity existent in various ecosystems.
<i>"Non-Governmental Organisations"</i>	means voluntary groups of individuals or organisations, usually not affiliated with any government that is formed to provide services or to advocate a public policy.
<i>"Private Sector"</i>	means part of national economy made up of, and resources owned by, private enterprises and other economic private operators.
<i>"Protected Areas"</i>	means an area of land especially dedicated to the conservation of biological diversity, and of natural and associated cultural heritage resources, and managed through legal or other effective means, such as National Parks, Game and Forest Reserves.
<i>"Stakeholders"</i>	means individuals or groups of individuals or representative institutions with a stake, direct or indirect interest in the development and management of the MALAWI-ZAMBIA TFCA or a right recognized under the laws of the Partner States in the areas comprising the MALAWI-ZAMBIA TFCA.
<i>"Sustainable use"</i>	means the integrated management of resources to assure efficient use of and equitable access to natural and cultural heritage resources for the benefit of current and future generations while protecting and maintaining natural and cultural heritage resources.
<i>"Transfrontier Conservation Area" (TFCA)"</i>	means the area or the component of a large ecological region that straddles the boundaries of two or more countries, encompassing one or more protected areas, as well as multiple resource use areas.
<i>"Wildlife"</i>	means non-domesticated animal and plant life occurring within natural terrestrial and aquatic ecosystems and habitats.

Agm

EDL

ARTICLE 2

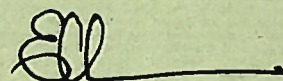
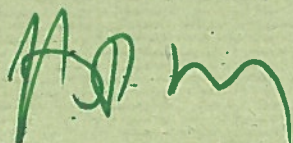
Establishment of the Malawi Zambia Transfrontier Conservation Area (MALAWI-ZAMBIA TFCA)

1. By this Treaty, the Partner States establish the Malawi Zambia Transfrontier Conservation Area (MALAWI-ZAMBIA TFCA) for the primary purpose of harmonizing policies, strategies and practices for managing shared natural resources that straddle the international borders of the two Partner States and deriving equitable socio-economic benefits through the sustainable use and development of their natural and cultural heritage resources.
2. The administrative headquarters of the MALAWI-ZAMBIA TFCA shall be at Mzuzu in the Republic of Malawi.
3. The official language of the MALAWI-ZAMBIA TFCA is English.

ARTICLE 3

Geographic Delimitation

1. The MALAWI-ZAMBIA TFCA shall comprise of the following areas:
 - (a) In the Republic of Malawi :
Nyika National Park, Vwaza Marsh Wildlife Reserve and Kasungu National Park;
 - (b) In the Republic of Zambia:
North Luangwa, Nyika and Lukusuzi National Parks, Lundazi Forest Reserve, Mitenge Forest Reserve, Mikuti Forest Reserve and Musalangu Game Management Area.
2. In defining the geographic areas comprising the MALAWI-ZAMBIA TFCA as referred to in sub article (1), it is understood that this does not preclude the later inclusion or exclusion of additional areas into and out of the MALAWI-ZAMBIA TFCA, provided that legal mechanisms which uphold the objectives of this Treaty are observed.
3. Land delineated by the Partner States to the MALAWI-ZAMBIA TFCA shall remain the property of the Partner States.



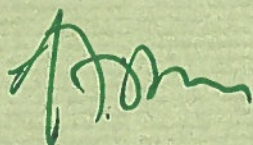
4. The map of MALAWI-ZAMBIA TFCA is herein attached as Annexure 1 and the geographical coordinates of the boundary of the MALAWI-ZAMBIA TFCA are herein attached as Annexure 2.

ARTICLE 4

General Principles

For the execution of the objectives expressed in this Treaty, the Partner States undertake to uphold the following principles;

- (a) .Respect the sovereign equality, territorial integrity and legal systems and structures of the Partner States;
- (b) Advocacy for solidarity, peace and security within the MALAWI-ZAMBIA TFCA;
- (c) Amicable resolution of disputes;
- (d) Recognise that the right to utilize natural and cultural heritage resources carries with it the obligation to do so in a responsible manner so as to ensure effective conservation and management for posterity;
- (e) Prevent excessive utilization of natural resources and ensure that the use of natural resources is commensurate with the productive capacity of species and habitats. Where appropriate the Partner States shall take measures to rehabilitate populations of species in decline or degraded habitats and prevent the indiscriminate destruction of habitats through pollution or other human activities;
- (f) Make knowledge based decisions derived from inter disciplinary research and traditional knowledge and to exercise precaution when there is insufficient information;
- (g) Create forums to facilitate consultations and effective participation of stakeholders in decision making with respect to the development of policies and strategies related to the management and development of the MALAWI-ZAMBIA TFCA;
- (h) Develop agreements, protocols and guidelines as may be necessary for the implementation of the Treaty ;
- (i) Make the MALAWI-ZAMBIA TFCA a programme which epitomises and showcases benefit sharing, equality, good governance, collaboration and cooperation; and
- (j) Ensure that the ownership of the MALAWI-ZAMBIA TFCA remains with and is led at all times by the governments and the people of the two Partner States.



ARTICLE 5
Objectives of the MALAWI-ZAMBIA TFCA

1. The MALAWI-ZAMBIA TFCA specific objectives shall be to:
 - (a) Maintain and manage the shared natural and cultural heritage resources and biodiversity of the MALAWI-ZAMBIA TFCA to support healthy and viable populations of wildlife species;
 - (b) Promote and facilitate the development of a complementary network of protected areas within the MALAWI-ZAMBIA TFCA linked through corridors to safeguard the welfare and continued existence of migratory wildlife species;
 - (c) Provide opportunities, facilities and infrastructure that shall transform the MALAWI-ZAMBIA TFCA into a premier tourist destination in Africa made up of a range of independent yet complementary and integrated sub-regional tourism development nodes;
 - (d) Facilitate tourism across international borders in the MALAWI-ZAMBIA TFCA;
 - (e) Develop and implement programmes that shall enhance the sustainable use of natural and cultural heritage resources to improve the livelihoods of local communities within and around the MALAWI-ZAMBIA TFCA and thus contribute towards poverty reduction;
 - (f) Facilitate a healthy and competitive economic environment which promotes and enables public-private-community partnerships, private investment and regional economic integration;
 - (g) Share experiences and pool resources and expertise across international borders in areas including indigenous knowledge, tourism management, border control, technology and renewable energy to facilitate development;
 - (h) Promote and facilitate the harmonisation of relevant legislation, policies and approaches in natural and cultural heritage resources management across

international borders and ensure compliance with international protocols and conventions related to the protection and sustainable use of species and ecosystems;

- (i) Build capacity for and within the MALAWI-ZAMBIA TFCA through training, enterprise development and mentoring programmes thus increasing the skills and knowledge associated with the management of natural and cultural heritage resources and facilitate stakeholder participation in the MALAWI-ZAMBIA TFCA planning and development processes;
 - (j) Promote and facilitate the harmonisation of relevant legislation, policies and approaches in the area of transboundary animal disease prevention, surveillance and control within the MALAWI-ZAMBIA TFCA;
 - (k) Promote fundamental and applied scientific and multi disciplinary research in order to increase the knowledge base for the MALAWI-ZAMBIA TFCA; and
 - (l) Mainstream emerging environmental issues and social paradigms, such as climate change and HIV/AIDS, in the overall development of the MALAWI-ZAMBIA TFCA.
2. The Partner States may, after consultation with stakeholders, agree to other objectives for the MALAWI-ZAMBIA TFCA.

ARTICLE 6

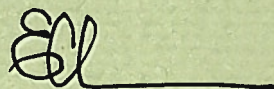
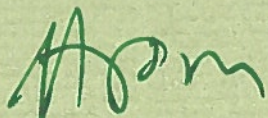
National Implementing Agents

The Partner States shall designate the Ministries responsible for Environment, Natural Resources, Wildlife or Tourism as the National Implementing Agents responsible for the coordination and implementation of the provisions of this Treaty on their behalf.

ARTICLE 7

Obligations of the Partner States

The obligations of the Partner States shall be to:



- (a) Ensure the protection and management of the geographic delimitations referred to in Article 3;
- (b) Ensure that development activities in a Partner State shall not cause adverse effects in areas beyond the limits of national jurisdiction;
- (c) Ensure stakeholder engagement at the national and local level with the involvement of governmental authorities, communities, non-governmental organizations and private sector;
- (d) Cooperate to develop common approaches to natural and cultural resources management and tourism development;
- (e) Ensure that the rights of communities and other stakeholders recognizable under the domestic laws of the Partner States shall be respected;
- (f) Mobilise resources for the development and management of the MALAWI-ZAMBIA TFCA and;
- (g) Ensure development and implementation of a harmonised investment strategy for the Malawi-Zambia TFCA.

ARTICLE 8

The Role of SADC in the MALAWI-ZAMBIA TFCA

1. SADC is the custodian of various protocols, strategies and programmes whose objectives are to achieve sustainable utilisation of natural resources and ensure effective protection of the natural environment in all SADC member states.
2. The Council of Ministers of SADC has recognised that the MALAWI-ZAMBIA TFCA encapsulates the SADC vision of regional integration and its objectives on poverty alleviation and trans boundary natural resource management-
 - (a) The role of SADC in the development of the MALAWI-ZAMBIA TFCA shall be specified in an agreement between the MALAWI-ZAMBIA TFCA and SADC which shall promote the MALAWI-ZAMBIA TFCA as a legitimate regional development programme with a potential to contribute towards the social and economic

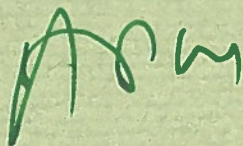
integration of the SADC region and the conservation of natural resources;

- (b) Ensure that the activities of the MALAWI-ZAMBIA TFCA are aligned to SADC instruments and other international protocols that target poverty alleviation and community empowerment in their mandates;
 - (c) Promote political awareness of the MALAWI-ZAMBIA TFCA, and facilitate technical and financial assistance to support the development programmes of the MALAWI-ZAMBIA TFCA; and
 - (d) Promote equality and mutual respect between the Partner States and to arbitrate in the settlement of disputes as provided for in Article 25 of this Treaty.
3. The Partner States may after consultation with SADC, agree upon other roles to be performed by SADC towards the attainment of the objectives of the MALAWI-ZAMBIA TFCA.

ARTICLE 9

Institutional Framework

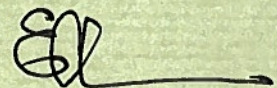
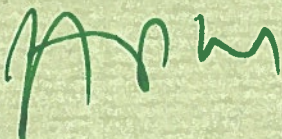
1. The following institutions are hereby constituted and shall be responsible for the administration, management and development of the MALAWI-ZAMBIA TFCA:
 - (a) Ministerial Committee;
 - (b) Committee of Senior Officials
 - (c) Joint Management Committee (hereinafter referred to as JMC);
 - (d) Secretariat;
 - (e) National Committees; and
 - (f) Local Committees
2. The Partner States may at their discretion, create additional institutions for the attainment of the objectives of the MALAWI-ZAMBIA TFCA as may be considered necessary.



ARTICLE 10

Composition and functions of the Ministerial Committee

1. The Ministerial Committee shall comprise of the Ministers responsible for the National Implementing Agents as referred to in Article 6 of this Treaty and the Executive Secretary of SADC.
2. The Chairpersonship of the Ministerial Committee shall rotate for a period of two years between the Partner States.
3. The Ministerial Committee shall—
 - (a) Hold its meetings in the Partner States on a rotational basis;
 - (b) Be co-chaired by the country hosting the meeting;
 - (c) Meet at least once a year and extraordinarily when necessary;
 - (d) Make decisions by consensus; and
 - (e) Invite other stakeholders to attend their meetings as observers when necessary.
4. The Ministerial Committee shall be responsible for;
 - (a) Providing political leadership and guidance in all matters related to the establishment, development and management of the MALAWI-ZAMBIA TFCA;
 - (b) Approving programmes, plans and strategy documents developed for the MALAWI-ZAMBIA TFCA, their respective budgets and financial reports;
 - (c) Facilitating resolution of any implementation constraints that may arise and ensure that the momentum of establishing and developing the MALAWI-ZAMBIA TFCA is sustained; and
 - (d) Ensuring that the MALAWI-ZAMBIA TFCA is developed as a conservation and tourism development programme from which the Partner States can derive social and economic benefits while observing the principles of sustainable development, accountability, equality, equity, transparency and mutual respect.
5. The Chairperson shall be responsible for-
 - (a) Providing leadership in driving the MALAWI-ZAMBIA TFCA planning and development processes and where necessary expediting decision making on behalf of the other Partner State;
 - (b) Monitoring the operations of the MALAWI-ZAMBIA TFCA Secretariat and ensuring that it delivers against expected outputs through the JMC;

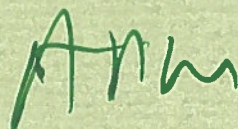


- (c) Acting as the focal point for the MALAWI-ZAMBIA TFCA and ensuring that the momentum of its establishment is sustained and enhanced;
- (d) Mobilizing resources, both financial and technical, to facilitate the development of the MALAWI-ZAMBIA TFCA from donor agencies and other development partners including the convening of donor conferences;
- (e) Facilitating the participation of international development partners in implementing programmes and activities to develop the MALAWI-ZAMBIA TFCA;
- (f) Ascertaining that proper and appropriate arrangements are made for convening and hosting meetings of the Ministerial Committee, Committee of Senior Officials and the JMC;
- (g) Facilitating the execution of tasks and implementation of decisions expeditiously and ensuring that the Partner States do not miss out on opportunities that can benefit the MALAWI-ZAMBIA TFCA; and
- (h) Convening meetings of the Ministerial Committee, Committee of Senior Officials and the JMC or any other forum involving the two Partner States.

ARTICLE 11

Composition and Functions of the Committee of Senior Officials

1. The Committee of Senior Officials shall comprise of Permanent Secretaries or officials of equivalent rank of the National Implementing Agents as referred to in Article 6 of this Treaty and a representative of comparable rank from SADC.
2. The meetings of the Committee of Senior Officials shall —
 - (a) Precede the meetings of the Ministerial Committee;
 - (a) Be chaired by the country holding the Chairpersonship of the MALAWI-ZAMBIA TFCA and co-chaired by the country hosting the meeting;
 - (b) Make decisions by consensus; and
 - (c) Invite other stakeholders to attend their meetings as observers when necessary.
3. The Committee of Senior Officials shall be responsible for-
 - (a) Translating the decisions of the Ministerial Committee into operational activities, guidelines and strategies;
 - (b) Monitoring progress in the development and management of the MALAWI-ZAMBIA TFCA and guiding its development;



- (c) Providing advice on matters related to the development of the MALAWI-ZAMBIA TFCA to the Ministerial Committee;
- (d) Processing all documentation for the consideration of the Ministerial Committee;
- (e) Identifying and sourcing funds to develop the MALAWI-ZAMBIA TFCA;
- (f) Overseeing and monitoring the management and disbursement of financial resources availed to the MALAWI-ZAMBIA TFCA;
- (g) Providing overall policy guidance and direction on all matters related to the MALAWI-ZAMBIA TFCA management ranging from stakeholder consultation to natural and cultural heritage resources management, socio-economic matters, immigration, safety and security and other matters as appropriate;
- (h) Harmonizing the expectations and aims of the Partner States with respect to the management and development of the MALAWI-ZAMBIA TFCA; and
- (i) Supervising the activities of the JMC.

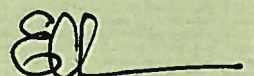
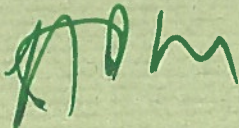
ARTICLE 12

Composition and Functions of the JMC

1. The Partner States shall each appoint three representatives and the SADC Secretariat shall appoint one representative, to the JMC.

2. The meetings of the JMC shall-
 - (a) Be chaired and hosted on a rotational basis;
 - (b) Meet on a quarterly basis and more frequently if required;
 - (c) Make its decisions by consensus; and
 - (d) Invite other stakeholders to attend their meetings as observers when necessary.

3. The responsibilities of the JMC shall be to-
 - (a) Administer, manage and develop the MALAWI-ZAMBIA TFCA under the guidance of the MALAWI-ZAMBIA TFCA Committee of Senior Officials;
 - (b) Formulate action plans and strategies for the management and development of the MALAWI-ZAMBIA TFCA;
 - (c) Ensure stakeholder participation in the overall planning and development of the MALAWI-ZAMBIA TFCA;
 - (d) Monitor activities of stakeholders or institutions involved in the planning and development of the MALAWI-ZAMBIA TFCA, in particular, but not limited to the



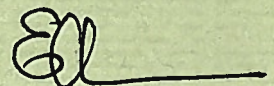
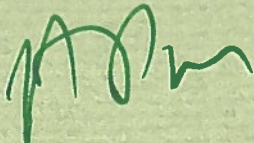
field of immigration, customs, veterinary health, archaeology, culture, natural resources, tourism and security;

- (e) Monitor the operations of the MALAWI-ZAMBIA TFCA Secretariat and ensuring that it delivers against expected outputs;
- (f) Establish and oversee the activities of *ad hoc* Specialist Advisory Groups with terms of reference determined by the JMC which shall include the following-
 - (i) Advise the JMC on issues within areas of their specialization;
 - (ii) Represent the interests of the different sections of society in each Partner State in the planning and development of the MALAWI-ZAMBIA TFCA;
 - (iii) Collect information and prepare specialist reports to facilitate the development of the MALAWI-ZAMBIA TFCA; and
 - (iv) Facilitate exchange of information on matters of mutual interest among the Partner States.

ARTICLE 13

Composition and Functions of the MALAWI-ZAMBIA TFCA Secretariat

1. The Secretariat shall be headed by the International Coordinator who shall be accountable to the Committee of Senior Officials through the JMC.
2. The International Coordinator shall hold office for a period of three (3) years on rotational basis between the Partner States.
3. The Secretariat shall have such other staff as may be determined by the Ministerial Committee from time to time and shall ensure that there is equitable representation from Partner States and gender balance within the Secretariat.
4. Except as otherwise provided in this Treaty, the structures of the Secretariat and specification, descriptions and grading of jobs of the staff of the Secretariat shall be as determined from time to time by the Committee of Senior Officials.
5. The responsibilities of the Secretariat shall be to-
 - (a) Drive and co-ordinate the daily activities associated with the planning and development of the MALAWI-ZAMBIA TFCA;
 - (b) Ensure that an effective JMC and Specialist Advisory Groups are established with full representation, and that a working programme focused on achieving the objectives of the MALAWI-ZAMBIA TFCA is sustained;



- (c) Co-ordinate the drafting and implementation of an effective action plan for achieving the objectives of the MALAWI-ZAMBIA TFCA, with full participation of the relevant stakeholders;
- (d) Ensure that appropriate processes and procedures in planning and developing the MALAWI-ZAMBIA TFCA are followed in accordance with relevant regional protocols and international Treaties;
- (e) Prepare reports on resolutions and directives emanating from the Ministerial Committee, the Committee of Senior Officials and the JMC;
- (f) Facilitate the convening of meetings of the MALAWI-ZAMBIA TFCA Committees and serve as secretariat for these committees;
- (g) Liaise with the JMC in identifying activities that would require funding and assist with the mobilization of resources;
- (h) Foster collaboration and linkages with other organizations;
- (i) Provide regular management and financial progress reports; and
- (j) Carry out any other assignments as considered necessary for achieving the objectives of the MALAWI-ZAMBIA TFCA Committees.

ARTICLE 14

Composition and Functions of the National Committees

1. The National Committees shall be established by the respective Partner States.
2. Each Partner State shall determine the operations and composition of its National Committee.
3. The responsibilities of the National Committees shall be to-
 - (a) Coordinate the implementation of national and local level programmes for integrated and coordinated planning, development and management of the MALAWI-ZAMBIA TFCA;
 - (b) Facilitate the participation and involvement of relevant stakeholders in the overall planning processes of the MALAWI-ZAMBIA TFCA and particularly in the formulation of MALAWI-ZAMBIA TFCA policies, preparation of management and development plans and other essential planning documents;
 - (c) Safeguard the interests and aspirations of the various stakeholders and ensure that there is local level input in the MALAWI-ZAMBIA TFCA planning and implementation processes;
 - (d) Promote awareness of the MALAWI-ZAMBIA TFCA amongst various stakeholder groups;



- (e) Ensure that local communities derive equitable benefits from the MALAWI-ZAMBIA TFCA; and
- (f) Ensure that, at the local level, activities of the MALAWI-ZAMBIA TFCA are complementary and aligned to existing conservation and development strategies.

ARTICLE 15

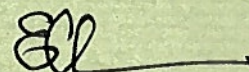
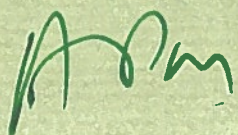
Composition and Functions of Local Advisory Committees

- (1) A Local Advisory Committee comprising representatives of local communities and local governments shall be established by the National Implementing Agents referred to in Article 6 to provide input into the TFCA management process.
- (2) The functions of the Local Advisory Committee shall include the following:
 - (a) to provide advice to National Implementing Agents on local development, political and traditional issues pertinent to the design and implementation of the Joint Management Plan; and
 - (b) to act as bridge between the National Implementing Agents, local governments and local communities.

ARTICLE 16

Resources

- 1. The Partner States shall be responsible for the mobilisation of resources required for the implementation of programmes and projects.
- 2. The Partner States shall put in place mechanisms necessary for the effective mobilisation and efficient application of resources for the development of the MALAWI-ZAMBIA TFCA.
- 3. The resources acquired by the Partner States for the purposes of the MALAWI-ZAMBIA TFCA by way of contributions, loans, grants or gifts shall be the property of the respective National Implementing Agents.
- 4. The resources acquired in accordance with sub article (3) shall be-
- 5. (a) made available to the disposition of the respective National Implementing Agents in pursuance of the objectives of this Treaty, on terms and conditions mutually agreed between the Partner States; and
(b) utilised in the most efficient and equitable manner.



ARTICLE 17

Assets

1. The properties, both movable and immovable, acquired by or on behalf of the MALAWI-ZAMBIA TFCA shall constitute the assets of the respective National Implementing Agents, irrespective of their location.
2. The assets acquired by the respective National Implementing Agents shall be accessible to both Partner States on an equitable basis subject to the provisions of this treaty.

ARTICLE 18

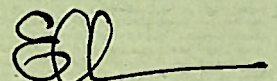
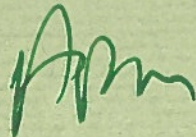
The MALAWI-ZAMBIA TFCA Fund

1. There is hereby established a special fund of the MALAWI-ZAMBIA TFCA to be known as the MALAWI-ZAMBIA TFCA Fund in which shall be accounted receipts and expenditure of the MALAWI-ZAMBIA TFCA relating to the development of the MALAWI-ZAMBIA TFCA.
2. The MALAWI-ZAMBIA TFCA Fund shall, subject to this Treaty, consist of contributions of Partner States and receipts from regional and non-regional sources, including the private sector, civil society, and non-governmental organisations.
3. The Committee of Senior Officials shall determine the modalities for the institutionalization, operation and management of the MALAWI-ZAMBIA TFCA Fund.
4. The MALAWI-ZAMBIA TFCA Fund shall be governed in terms of financial regulations made in accordance with Article 21 of this Treaty.

ARTICLE 19

The Budget

1. The budget of the MALAWI-ZAMBIA TFCA shall be funded by financial contributions made by the Partner States, and such other sources as may be determined by the Committee of Senior Officials.
2. The Partner States shall contribute to the budget of the MALAWI-ZAMBIA TFCA based upon a formula agreed upon by the Committee of Senior Officials.
3. The MALAWI-ZAMBIA TFCA Secretariat shall cause to be prepared, estimates of revenue and expenditure for the MALAWI-ZAMBIA TFCA, and submit them to the Committee of Senior Officials, not less than three months before the beginning of the financial year.



4. The Committee of Senior Officials shall approve the estimates of revenue and expenditure before the beginning of the financial year.
5. The financial year of the MALAWI-ZAMBIA TFCA shall be determined by the Committee of Senior Officials.

ARTICLE 20

External Audit

1. The Committee of Senior Officials shall appoint external auditors and shall fix their fees and remuneration at the beginning of each financial year.
2. The Committee of Senior Officials shall cause to be prepared and audited annual statements of the national accounts established for the MALAWI-ZAMBIA TFCA and submit them to the Ministerial Committee for approval.

ARTICLE 21

Financial Regulations

The Committee of Senior Officials shall cause to be prepared and submit to the Ministerial Committee for approval financial regulations, standing orders and rules for the management of the affairs of the MALAWI-ZAMBIA TFCA.

ARTICLE 22


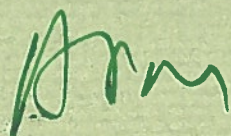
Savings Provision

The establishment of the MALAWI-ZAMBIA TFCA shall not prejudice the implementation of projects pertaining to sustainable development within the geographical area of the MALAWI-ZAMBIA TFCA in any Partner State.

ARTICLE 23

Settlement of Disputes

1. In the event of any dispute arising between the Partner States as to the interpretation, application or implementation of this Treaty, including its existence, validity or termination such dispute shall be settled amicably through consultation and negotiation between the Partner States concerned.



2. Where a dispute referred to in sub article (1) is not resolved in an amicable manner, any Partner State may submit the said dispute for resolution to the SADC Tribunal.

ARTICLE 24

Ratification

This Treaty shall be ratified by the Partner States in accordance with their national laws.

ARTICLE 25

Entry into Force

This Treaty shall enter into force upon the deposition of the instruments of ratification by the Partner States.

ARTICLE 26

Depositary

1. All instruments of ratification shall be deposited with the MALAWI-ZAMBIA TFCA Headquarters for transmission of original copies to the Partner States.
2. The Treaty shall be registered with SADC, Commission of the African Union and the United Nations Environment Programme.

ARTICLE 27

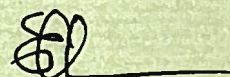
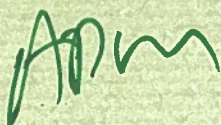
Amendments

This Treaty shall be amended at any time by mutual consent of the Partner States in writing through diplomatic channels.

ARTICLE 28

Withdrawal

1. At any time after five years from the date on which this Treaty has entered into force a Partner State may withdraw from this Treaty by giving twelve months notice of its intent to withdraw to the other Partner State.
2. Any Partner State which notifies its intention of withdrawing from the Treaty shall remain legally bound to the terms and conditions of the Treaty during the period of notification.



ARTICLE 29

Termination

1. This Treaty shall remain in force indefinitely, but any Partner State may submit intent to terminate by giving twelve (12) months written notice in advance to the other Partner State through diplomatic channels.
2. The termination shall require the consent of the other Partner State to take effect, provided that the consent shall not be unreasonably withheld.

ARTICLE 30

Dissolution

1. A proposal for the dissolution of MALAWI-ZAMBIA TFCA may be made to the Ministerial Committee by any Partner State, for preliminary consideration, provided, however, that such a proposal shall not be submitted for the decision of the Ministerial Committee until the other Partner State has been duly notified of it and a period of twelve (12) months has elapsed after the submission to the Ministerial Committee.
2. The Ministerial Committee may decide by a resolution supported by both Partner States to dissolve the MALAWI-ZAMBIA TFCA.
3. Upon dissolution of the MALAWI-ZAMBIA TFCA, the Ministerial Committee shall make a determination on the assets of the MALAWI-ZAMBIA TFCA.

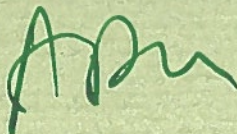
ARTICLE 31

Annexures

The Annexures referred herein shall form an integral part of this Treaty.

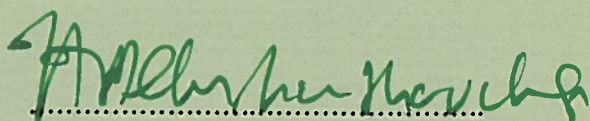
Annexure 1: Map of the MALAWI-ZAMBIA TFCA

Annexure 2: Table containing geographical coordinates of the boundary of the MALAWI-ZAMBIA TFCA

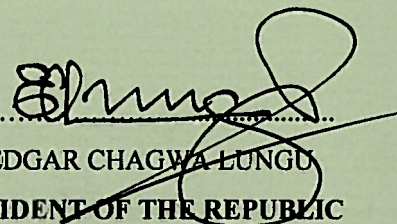


IN WITNESS WHEREOF the undersigned, being the duly authorised by their respective Governments, have signed and sealed this Treaty in two (2) originals in the English language.

DONE at Luanda on this 7th day of July 2015.

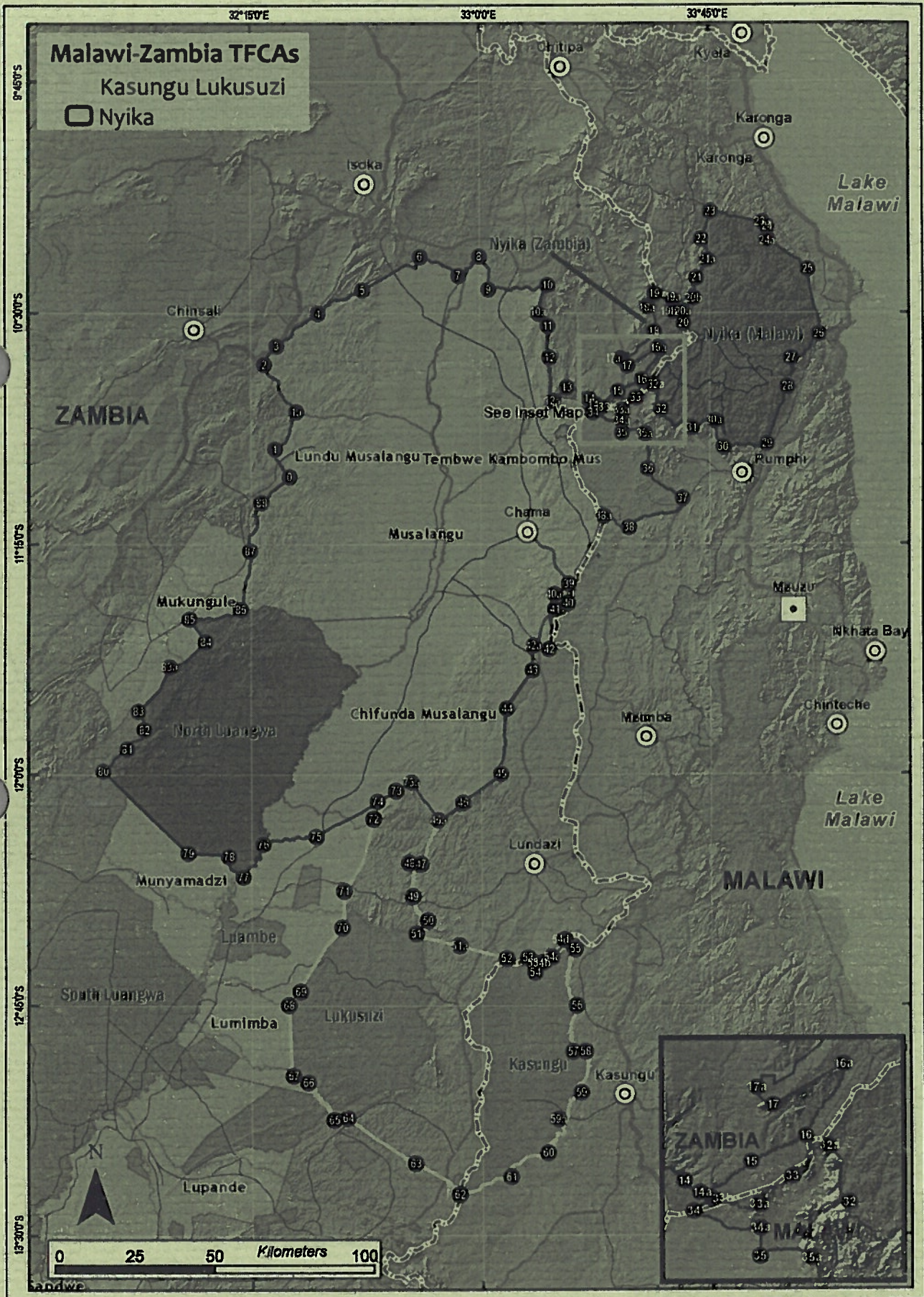


.....
PROF. ARTHUR PETER MUTHARIKA
PRESIDENT OF THE REPUBLIC
OF MALAWI



.....
MR. EDGAR CHAGWA LUNGU
PRESIDENT OF THE REPUBLIC
OF ZAMBIA

ANNEXURE 1: MALAWI-ZAMBIA TFCA



[Handwritten signature]

[Handwritten signature]

ANNEXUTURE 2: TABLE CONTAINING GEOGRAPHICAL COORDINATES OF
MALAWI-ZAMBIA TFCA BOUNDARY

Number	TFP	Latitude	Longitude
1	Kasungu-Lukusuzi Components	-12.14870095400	32.86033690000
2	Kasungu-Lukusuzi Components	-12.28604300000	32.76751600000
3	Kasungu-Lukusuzi Components	-12.51651700000	32.78837800000
4	Kasungu-Lukusuzi Components	-12.55011479420	32.90094313800
5	Kasungu-Lukusuzi Components	-12.61137856510	33.11462857910
6	Kasungu-Lukusuzi Components	-12.53694879200	33.27349063500
7	Kasungu-Lukusuzi Components	-12.68833031320	33.28129876210
8	Kasungu-Lukusuzi Components	-12.89872222200	33.29972833300
9	Kasungu-Lukusuzi Components	-13.03333437640	33.32620803770
10	Kasungu-Lukusuzi Components	-13.23747944400	33.21654166700
11	Kasungu-Lukusuzi Components	-13.27021850790	33.10216877350
12	Kasungu-Lukusuzi Components	-13.36626051890	32.92771861560
13	Kasungu-Lukusuzi Components	-13.27432617530	32.77138053640
14	Kasungu-Lukusuzi Components	-13.13217700000	32.52797200000
15	Kasungu-Lukusuzi Components	-12.97965800000	32.38292200000
16	Kasungu-Lukusuzi Components	-12.70858600000	32.38506900000
17	Kasungu-Lukusuzi Components	-12.49819200000	32.54504100000
18	Kasungu-Lukusuzi Components	-12.37958900000	32.55116700000
19	Kasungu-Lukusuzi Components	-12.14761100000	32.64712600000
20	Kasungu-Lukusuzi Components	-12.05397800000	32.72109300000
21	Kasungu-Lukusuzi Components	-12.09258074280	32.82161054550
1	Nyika Components	-12.14870127650	32.86033675080
2	Nyika Components	-12.02525100000	32.77276600000
3	Nyika Components	-12.19177600000	32.47359100000
4	Nyika Components	-12.22807900000	32.28618700000
5	Nyika Components	-12.10724367320	32.27941217470
6	Nyika Components	-11.99855724500	32.37395376140
7	Nyika Components	-11.88136538100	32.42289972460
8	Nyika Components	-11.80554781000	32.50555423720
9	Nyika Components	-11.67638400000	32.59781800000
10	Nyika Components	-11.59097537620	32.50913193450
11	Nyika Components	-11.48031829020	32.37936008570
12	Nyika Components	-11.46070500000	32.22889900000
13	Nyika Components	-11.20483100820	32.26408311040
14	Nyika Components	-11.03272182280	32.37487379630
15	Nyika Components	-10.85396078430	32.38302897180
16	Nyika Components	-10.67625409840	32.29611650630
17	Nyika Components	-10.52017269680	32.44028633670
18	Nyika Components	-10.41882950360	32.62804012820

19	Nyika Components	-10.31634995840	32.80386484130
20	Nyika Components	-10.31439600000	33.00004400000
21	Nyika Components	-10.42291400000	33.03091300000
22	Nyika Components	-10.40934200000	33.22434900000
23	Nyika Components	-10.59889012950	33.21893139840
24	Nyika Components	-10.78663700000	33.24562700000
25	Nyika Components	-10.76467348180	33.34131803950
26	Nyika Components	-10.74152174610	33.48009154430
27	Nyika Components	-10.61738100000	33.58441400000
28	Nyika Components	-10.63988300000	33.46127400000
29	Nyika Components	-10.43790674030	33.58014588350
30	Nyika Components	-10.53359200000	33.66595300000
31	Nyika Components	-10.34055703740	33.73921307790
32	Nyika Components	-10.16928514990	33.75200071980
33	Nyika Components	-10.21742200000	33.94134400000
34	Nyika Components	-10.35969500000	34.07281000000
35	Nyika Components	-10.57098600000	34.10690000000
36	Nyika Components	-10.71705740230	33.99994689400
37	Nyika Components	-10.92709900000	33.93652700000
38	Nyika Components	-10.90597600000	33.77187500000
39	Nyika Components	-10.86094315980	33.62870958860
40	Nyika Components	-10.73232700000	33.53740500000
41	Nyika Components	-10.82453881560	33.37117296520
42	Nyika Components	-10.91512700000	33.54660200000
43	Nyika Components	-11.10419200000	33.66177100000
44	Nyika Components	-11.16630878000	33.54847701600
45	Nyika Components	-11.16085700000	33.40851500000
46	Nyika Components	-11.43206882500	33.29696657000
45	Nyika Components	-11.39956955100	33.23503633900
46	Nyika Components	-11.57811800000	33.17585400000
47	Nyika Components	-11.78054600000	33.08733800000
48	Nyika Components	-11.99619500000	33.06647100000
49	Nyika Components	-12.11280400000	32.94298900000

