

MEMORANDUM OF UNDERSTANDING

(Hereinafter referred to as 'The MoU')

BETWEEN

**NATIONAL AGENCY FOR PROTECTED
AREAS OF ALBANIA**

AND

**PUBLIC ENTERPRISE NATIONAL PARKS
OF MONTENEGRO**

(Hereinafter referred to as 'The Parties')

BACKGROUND

Objectives

The Parties enter into this MoU with the following objectives:

- (1) To provide a foundation and organisational basis for the increased cooperation between the Parties.
- (2) To facilitate, support and formalise the development of a working relationship between the Parties at regional and local level.
- (3) To ensure that the roles and responsibilities of the Parties are well understood so that policies, programmes and agreements can be better aligned for the benefit of both Parties.
- (4) To further develop the working relationship between the Parties on issues relating to strategic development and operational matters.
- (5) To strengthen transboundary cooperation in the fields of nature protection and in particular the management of transboundary protected areas such as “Skadar Lake National Park” / “Skadar Lake Managed Nature Reserve” and “Prokletije National Park” / “Albanian Alps National Park¹”.
- (6) To help empower the Parties to secure a high level of participation and equitable sharing of benefits in decisions made about the protection, management and development of the protected areas.
- (7) To ensure a smooth cooperation and exchange of information, transparency and awareness on the role of protected areas among communities.
- (8) To contribute to the effective delivery of the Sustainable Development Goals and the CBD Strategic Plan for Biodiversity 2011-2020, including the Aichi Biodiversity Targets.

Shared beliefs and values

The Parties enter into this MoU in recognition of the following beliefs and values:

- A shared commitment to maintaining mutually beneficial cooperation between the Parties.
- A recognition by the Parties that they share the same environment and natural heritage either side of the international border and that ‘nature knows no boundaries’.
- A shared commitment to protecting the environment, biodiversity and natural beauty of the protected areas for the sake of nature, culture and human well-being.
- A shared commitment to building thriving and sustainable local economies that sustain communities and enable people to remain in the areas.

¹ The name of the National Park is not officially adopted. There is an ongoing process of merging existing protected areas into one National Park which is expected to be completed by the end of 2016.

- A shared belief that, with good management, protected areas can provide benefits for people through sustainable use and management.
- A shared belief that the costs to communities of nature conservation should not outweigh the benefits it brings.
- A shared understanding that the benefits arising from protected areas should be shared fairly and transparently and that it should primarily benefit communities living in and around those areas.

AGREEMENT

Therefore the Parties agree to work individually and collectively to achieve the following:

ARTICLE 1. GOOD GOVERNANCE AND MANAGEMENT OF PROTECTED AREAS

The Parties agree to:

- (1) Work towards building effectively and equitably managed, ecologically representative and well-connected systems of protected areas, applying best international practices and standards in protected area management and governance.
- (2) Ensure high level of information exchange through the process of the identification of future Natura 2000 sites so to secure transboundary coherence of the network.
- (3) Advocate jointly for integrated regional land-use planning and management to reduce threats to protected areas.
- (4) Ensure that conservation of biodiversity and management of protected areas in the region contributes to the reduction of poverty.
- (5) Support the establishment of sustained relationships between protected areas managers for the purpose of mentoring, sharing research and technology, exploring common challenges and solutions, and potentially developing regional goals and plans of action.
- (6) Support joint provision of public information to increase community support for conservation and protected areas.
- (7) Initiate development of shared visions for Transboundary Protected and Conservation Areas.
- (8) Work cooperatively towards establishing joint systems of research, inventory, documentation, and monitoring.
- (9) Work towards establishing cooperation between ranger services of Transboundary Protected and Conservation Areas.
- (10) Cooperate in the development of joint nature-based tourism offer and its promotion in Transboundary Protected and Conservation Areas and ensure equitable sharing of benefits from tourism activities.

ARTICLE 2. NATURE, ENVIRONMENT AND SUSTAINABLE USE

The Parties agree to:

- (1) Cooperate and work with responsible authorities to discourage and prevent illegal and unsustainable exploitation of nature and natural resources.
- (2) Ensure a high degree of stakeholder participation and transparency in protected area planning and management by establishing formal consultative bodies and participatory mechanisms for current and future protected areas.
- (3) Work with responsible authorities to develop mechanisms for sustainable use of natural resources from specified zones of any existing or future protected areas. Such uses are likely to include fishing, grazing, forestry, and gathering of wild plants.
- (4) Encourage responsible authorities in Albania and Montenegro to cooperate in order to harmonize the boundaries, zones and regimes of management in current or future protected areas either side of the border.

ARTICLE 3. COOPERATION AND FUNDING

The Parties agree to:

- (1) Establish a cooperation committee and meet at least twice a year in alternating counties.
- (2) Nominate a Focal Point for transboundary cooperation for each of the Transboundary Protected Areas.
- (3) Ensure a continuous and open exchange of information of common interest between the two Parties and advise each other of issues that may affect the activities of the other party.
- (4) Cooperate towards exchange of technical and professional information; participation in joint seminars, conferences, training courses, and workshops in areas of professional and technical interest; and exchanges of specialists.
- (5) Initiate joint examination of issues in nature conservation and protected areas management, with a special concern for the impacts of climate change, fire, water management and alien invasive species.
- (6) Exercise transparency and openness in their activities and encourage and enable the involvement of additional stakeholders and stakeholder groups wherever relevant.
- (7) Develop, implement, monitor and regularly revise the annual Transboundary Action Plans which will specify actions to be undertaken by the Parties.
- (8) Identify and mobilise national and international funds and sources of support to enable the implementation of activities specified in this MoU.

(9) Cooperate to develop and apply for joint projects and grants to further the work of the Parties in relation to this MoU, individually, bilaterally, and with support of IUCN and other international organizations.

ARTICLE 4. AMENDMENTS, INTERPRETATION, EXTENSION, AND TERMINATION

(1) This MoU shall be effective on the date entered at the head of this MoU. Either Party may propose amendments at any time; amendments will be adopted if mutually agreed in writing by both Parties.

(2) This MoU will be complemented with an annual Action Plan to be developed within 3 months from the date of signature of this MoU.

(3) Any dispute between the Parties regarding the interpretation or implementation of this MoU shall be settled amicably by consultation or negotiation within the spirit of collaboration.

(4) This MoU may be cancelled by mutual agreement of the Parties, in writing and signed by both Parties.

(5) Either Party may withdraw from the MoU subject to providing notice in writing to the other Party of three months.

(6) This MoU is non-exclusive and shall not restrict the activities of either Party outside of this joint programme of collaboration, where these do not have a negative impact on the terms of the MoU.

(7) Co-operation under this MoU will be subject to the availability of funds and personnel to each Party, and to the laws and regulations of each country. The nature and extent of funding for each joint project or activity will be decided upon by the Parties before its commencement.

APPROVED AND SIGNED

On behalf of the Public Enterprise National Parks of Montenegro

Azra Vuković, Director

Date:

On behalf of the National Agency for Protected Areas of Albania

Zamir Dedej, Director

Date: