



Parque Nacional da
Gorongosa
Moçambique
Park Management Plan
2010-2012

DRAFT

Description

Gorongosa National Park, in Sofala Province, central Mozambique, covers 3,770 square kilometers at the southern end of the Great East African Rift Valley. Created under Legal Diploma n^o 2750/67 of 6th May, the Park includes the valley floor and parts of surrounding plateaus. Rivers originating on nearby 1863-meter Mount Gorongosa water the plain.

Seasonal flooding and water logging of the valley create a variety of distinct ecosystems. Grasslands are dotted with patches of acacia trees, savannah, dry forest on sands and seasonally rain-filled pans, and termite hill thickets. The plateaus contain miombo and montane forests and a spectacular rain forest at the base of a series of limestone gorges.

This combination of unique features at one time supported some of the densest wildlife populations in all of Africa, including charismatic carnivores, herbivores, and over 500 bird species. But two decades of civil conflict at the end of the 20th century reduced large mammal numbers by as much as 95 percent and severely stressed the ecosystem.

The Carr Foundation's Gorongosa Restoration Project, a U.S. not-for-profit organization, has formed a public-private partnership with the Government of Mozambique to protect and restore the ecosystem of Gorongosa National Park and to develop an ecotourism industry to benefit local communities. In February 2008, the Project signed a 20-year contract with the Government to co-manage the Park. This long-term commitment to work together followed a 3 1/2 year period of restoration activities conducted under a Memorandum of Understanding.

The rehabilitation of Gorongosa National Park in Central Mozambique represents one of the great conservation opportunities in the world today:

- The ecosystem has high biological diversity and flora that is largely intact or almost intact;
- The Park and region have a rich and interesting history;
- The national and local governments of Mozambique are very supportive and involved in the future of GNP;
- There is an abundance of available scientific information and historical data;
- There has been a resurgence of wildlife populations; and
- There is international interest and support for Gorongosa.

The key to continued species diversity on the planet is to protect critical areas such as Gorongosa National Park.

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List of Acronyms

CEC	Community Education Center
CR	Department of Community Relations
CS	Department of Conservation Services
DPCA	Provincial Directorate of the Coordination of Environmental Affairs
EMP	Ecological Management Plan
IAEA	International Atomic Energy Agency
IPAD	Infrastructure Partnerships for African Development
GNP	Gorongosa National Park
GRP	Gorongosa Restoration Project
LTA	Agreement for the Long Term Management of the National Park of Gorongosa
MITUR	Mozambican Ministry of Tourism
OI	Department of Operations and Infrastructure
PAR	Proposed Area of Removal
PPE	Proposed Park Extension
SNV	Netherlands Development Organisation
TD	Department of Tourism Development
TPC	Threshold of Potential Concern
UNDP	United Nations Development Programme
USAID	United States Agency for International Development
USD	United States Dollar
USG	United States Government
WWF	World Wildlife Fund

Chapter 1

Introduction

The Gorongosa Restoration Project (GRP) has developed this plan as part of its commitment to the “Agreement for the Long Term Administration of the National Park of Gorongosa” (LTA) to direct future management of Gorongosa National Park (GNP) and its Buffer Zone. The purpose of this plan is to guide conservation objectives, build a sustainable tourism business, manage responsibilities and budgets, and work effectively with communities living around the Park.

GNP’s Management Plan contains four main chapters, as mandated by the LTA: Vision and Mission Statements, Sustainable Business Model, Greater Gorongosa Ecosystem Zoning Plan, and Ecological Management Plan. Park Management will review the plan annually through monitoring and evaluation. Additional chapters in this plan include the Park’s management structure and GNP’s Buffer Zone communities.

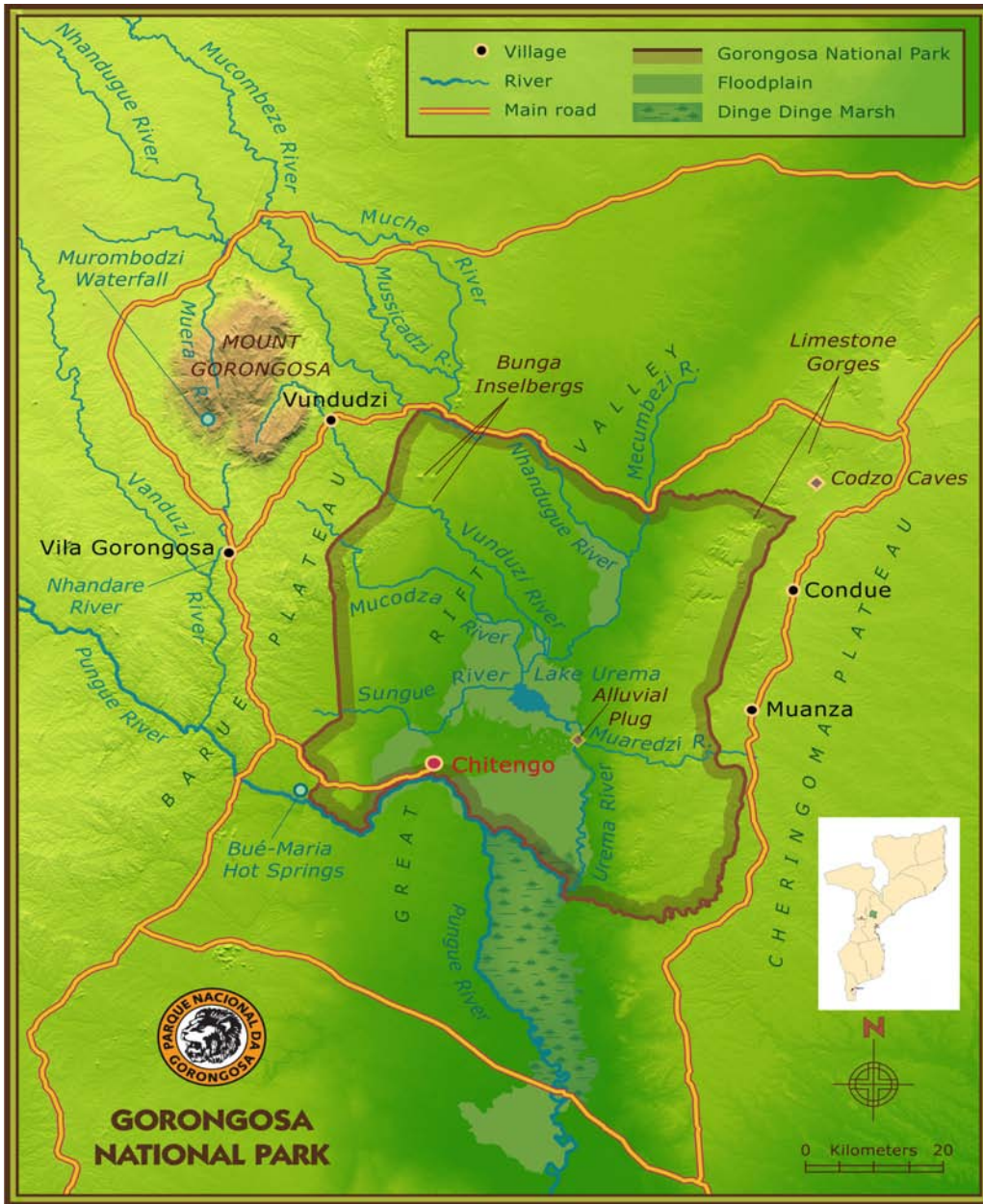
Scientific, cultural, historical, and landscape characteristics make GNP an important area to protect. This Management Plan integrates national and international projects, institutions, policies, and legal instruments, as well as local companies and communities to guide conservation, tourism, and social programs in and around Gorongosa.

GNP’s Management Plan aims to encourage communication and resolve conflicts by establishing goals and working with stakeholders in order to make restoration, preservation, and conservation of Gorongosa’s ecosystem possible. Effective management will ensure the protection of GNP’s natural resources and promote its recovery jointly with sustainable economic development.

Methodology

The information contained in this Management Plan is based on a diverse bibliography (Annex F); information contained in maps; data collected during field work, facilitated management meetings, and community meetings; and Mozambican and international laws and policies (Annex E). The Plan was developed over several years with input from scientists who have worked in the Park in the past, those currently working for the Gorongosa Restoration Project, and technical consultants familiar with the region and with park management planning. Park Management held workshops and meetings to develop priorities and policies and Park staff, consultants, communities, and local government officials came together to gather information and make plans to manage GNP effectively.

Figure 1: Map of GNP



Gorongosa National Park is located in central Mozambique at the border of Manica and Sofala provinces. The Park is situated between latitudes 18°25'S and 19°13'S, and longitudes 34°10'E and 34°53'E.

The northern border of the Park is formed by the Zongorgué-Nhanguage road and the Nhanfice and Nhandinde Rivers. The eastern border is formed by the Dondo-Inhaminga road, which follows the railway line. The southern border is formed by a dirt road that links the former highway to the Beira-Chimoio highway (EN1), and by the Pungué River until it meets the community of Bué-Maria. The western border runs along the road that passes through Villa Gorongosa and continues to the community of Zongorgué. [Solos, 1968]

Legal Authorities

A number of Mozambique's legal documents reflect the importance of the conservation of biodiversity and the necessity of sustainable use of natural resources. The statutes that relate to the management of protected areas and conservation of biodiversity in GNP include: the Law n^o 10/99 of 7th July on Forests and Wild Fauna; the Land Law n^o 19/97 of 1st October; the Environmental Law n^o 20/97 of 1st October; the Water Law n^o 16/91 of 3rd August; the Decree n^o 45/04 of 29th September approving the Regulation on the Environmental Impact Assessment Process; Policy on Forests and Wild Fauna (Resolution n^o 10/97 of 7th April); the Legislative Diploma n^o 2753/67 of 27th May and the Legislative Diploma n^o 2750/67 of 6th May for the Regulation of Gorongosa National Park; the Legislative Decree n^o 2935/64 for Hunting Reserve 1; the Legislative Decree n^o 2767/64 for Hunting Reserve 3; the Governmental Program of Relief and Reduction of Poverty (PARPA II); the Law of Territorial Planning n^o 19/07 of 18th July; the Law n^o 25/08 of 1st July on the Control of Invasive Species; the Tourism Law n^o 4/04 of 17th of June; and the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique's National Parks and Reserves.

The Agreement for the Long Term Management of the National Park of Gorongosa (LTA) between the Government of Mozambique and the Carr Foundation's Gorongosa Restoration Project specifically guides this Park Management Plan.

By the Internal Resolution n^o 4/07 of 18th December, the Mozambican Government approved the LTA and gave authority to the Ministry of Tourism to represent the Government for signature of the LTA. On December 27, 2007, the Government of Mozambique, represented by the Ministry of Tourism (MITUR), signed the LTA with the US-based Gregory C. Carr Foundation. Greg Carr signed the LTA on February 8, 2008. The Carr Foundation has since changed its name to the "Gorongosa Restoration Project." References in this Management Plan to "Carr Foundation" and "Gorongosa Restoration Project" or "GRP" are interchangeable.

The Law n^o 10/99 of 7th July on Forests and Wild Fauna and the LTA provide a mandate to the Park Management Team to create the Park Management Plan, for the general management of the whole of the Park and the Buffer Zone, to consist of at least four components, namely: a Vision Statement and Mission Statement, a Sustainable Business Model, Zoning Plans, and an Ecological Management Plan. The Park Management Plan must be approved by the Minister of Tourism after a coordination process with such relevant entities as the Ministry for the Coordination of Environmental Affairs, the Ministry of Agriculture, the Ministry of Public Works and Housing, the National Council for Sustainable Development, and several public institutes.

Objectives of GNP from Diploma n^o 2753/67 of 27th May:

- The conservation of natural fauna and vegetation;
- The protection of scientific interests of the country, with particular emphasis for the aesthetics, geology, history and archaeology; and
- The recreation of visitors.

Recitals of the LTA

“The Ministry of Tourism is the government entity that has the mandate to implement the National Tourism Policy in the Republic of Mozambique, and to develop the strategy for its implementation.

“The Gregory C. Carr Foundation, a not-for-profit institution founded in February of 1998, is dedicated to education in the area of human rights, to the environment and the arts, with its headquarters in the United States of America.

“The Ministry of Tourism and the Gregory C. Carr Foundation intend to jointly develop the administration of the Gorongosa National Park in order to ensure that the ecosystem will be preserved and that a sustainable tourism industry will be established.

“The rehabilitation of the Gorongosa National Park represents one of the great conservation opportunities in the world today.

“The Ministry of Tourism recognizes that the Gregory C. Carr Foundation uses a science-based approach to the management of ecosystems and promotes the principles of sustainable development.

“The Ministry of Tourism and the Gregory C. Carr Foundation agree to train, strengthen and retain high-level technical and scientific skilled personnel in Mozambique.

“The Ministry of Tourism promotes the conservation of nature and the development of sustainable eco-tourism, and encourages the establishment of the Gregory C. Carr Foundation’s representation in the country and its management activities in the Gorongosa National Park.”

The full text of Annexure E of the LTA guiding the content of GNP’s Management Plan is located in Annex E.

Definitions

Buffer Zone means the area surrounding the Park as defined in the Law n^o 10/99 of 7th July on Forests and Wild Fauna, and shall comprise a portion of the surrounding area of the Park.

Buffer Zone Community means the people and their respective land recognized or delimited according to the Land Law n^o 19/97 of 1st October. The Buffer Zone communities are Nhambita, Nhanguo, Tambarara, Canda, Sandjungira, Catemo, Muanandimae, Bebedo, Nhampoca, Maneto, and Matondo. In addition to traditional land occupation rights, there are administrative structures. The Buffer Zone community areas are further subdivided into traditional villages not yet delineated.

Community Education Center is the establishment within the Park that has the purpose of providing Park employees, contractors, members of the local

community, and private sector Tourism Operators with conservation education and the skills necessary to manage all departments and areas of the Park.

Conservation Contract is a contract between a Buffer Zone community and GNP to work together on conservation issues facing GNP.

Coutada 1 is a decommissioned hunting reserve bordering GNP.

Coutada 3 is a decommissioned hunting reserve bordering GNP.

Departments means each of the departments created in the Park and comprising the Park Management Structure. This includes the Department of Conservation, the Department of Tourism Development, the Department of Community Relations, the Department of Operations and Infrastructure, and other such departments as may be established by the Oversight Committee from time to time.

Ecological Management Plan means one of the four components that make up the Park Management Plan. This is an integrated plan for the ecological management of the Greater Gorongosa Ecosystem. Annex A includes the priority and departmental responsibility for the plan's activities.

Gorongosa National Park, or GNP or Park, means the Gorongosa National Park, as defined in the Legal Diploma n^o 2750/67 of 6th May.

Greater Gorongosa Ecosystem means the Park and all of its surrounding areas of land that are connected to its landscape, particularly with regard to water resources, wildlife corridors, economic activity, social and cultural affinities, and community structures.

Greater Gorongosa Ecosystem Zoning Plan, or Zoning Plan, means one of the four components that make up this Management Plan, and is the zoning system created with the purpose of identifying and classifying the areas of land and water in the Park and Buffer Zone. The Zoning Plan is divided into the Ecological Zoning Plan (determining the permitted and restricted uses of the resources located in the said identified areas), the Tourism Zoning Plan (depicting the authorized physical locations for all tourism related activities) and the Buffer Zone Zoning Plan.

Key Species means the species of wildlife that, when reintroduced into GNP, will help support, restore, and balance the Greater Gorongosa Ecosystem.

Occupancy-Based Conservation Contribution means a per-night donation to the Gorongosa Restoration Project by international visitors staying in GNP. These donations are directed toward critical Park restoration activities.

Oversight Committee means the body consisting of one representative designated by the Minister of Tourism and one representative designated by the President of the Carr Foundation that shall deliver governance, guidance, and direction on a daily basis to the Park Management Team.

Park Management or Park Management Team, includes the Directors of the Departments of Operations and Infrastructure, Tourism Development, Community Relations, and Conservation Services and their staff.

Park Management Zones means the five non-overlapping management zones identified and recognized inside the Park, which in conjunction shall total the entire area of the Park. They are designated as follows: Wilderness Zone (Zone 1), Tourism Recreation Zone (Zone 2), Tourism Lodging Zone (Zone 3), Park Administration Zone (Zone 4) and Sustainable Use of Natural Resources Zone (Zone 5).

Park Policy and Environmental Guidelines refers to a document prepared by Park Management and made available in a convenient, portable form to Park employees, contractors, Tourism Operators, and others that describe the policies and environmental guidelines of the Park currently in effect. Annex C includes the Guidelines for 2010.

Revenue-Based Conservation Contribution means the amount paid to the Gorongosa Restoration Project by Tourism Operators that is equal to approximately ten percent of their gross revenue.

Sustainability describes how biological systems remain diverse and productive over time. For humans it is the potential for long-term maintenance of well-being, which in turn depends on the well-being of the natural world and the responsible use of natural resources.

Sustainable Business Model means one of the four components that make up GNP's Management Plan, and is a *pro forma* business plan created by the Park Management Team. The Sustainable Business Model presents a framework and economic formula such that revenue generated by the Park from Entrance Fees and Conservation Contributions is sufficient to fully fund the objectives of the Park's Mission Statement.

Tourism Operator Contract refers to the contract with associated appendices signed by Tourism Operators who have been selected in a public, transparent tender process. Annex B contains the current Tourism Operator Contract for GNP.

Contributors

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Seminar to Review the Content (2008): Roberto Zolho, J. R. Milford, Osoria Grachane, Mateus Chambal, Baldeu Chande, Rodolfo Cumbane, Alfredo C. Mandlhate, Raimundo V. Matusse, Francisco Augusto Pariela, Gregory Saxon, Todd French, Rafael Funzana, Mandrate Nakala Oreste, Celia Enosse, A. Guenha, Marcelo Amaro, and Tim Lynam.

Chapter II

Vision and Mission Statements

The LTA mandates inclusion of Vision and Mission Statements for GNP as one of the four required components of the Park Management Plan. The Vision and Mission Statements guide management objectives of GNP, tourism, and work with Buffer Zone communities. In addition, they inform how the Park conducts business. The Mission Statement establishes the scope of the Park's management objectives and identifies broad strategies.

Vision

Gorongosa National Park is a Mozambican treasure that will provide environmental, educational, aesthetic, recreational, and economic benefits to all humankind. It will be one of the few remaining safe, fully functioning protected habitats for wildlife for generations to come.

Mission

We recognize the fundamental interdependence of human and ecological systems and that lasting nature conservation and human development in the Gorongosa ecosystem can only be achieved through innovative, sustainable land use practices, policies, and lifestyles. Therefore:

- We will protect and restore the natural structure, functions, and processes of Gorongosa National Park by implementing an adaptive, science-based Management Plan. We will draw upon multidisciplinary teams of ecologists, hydrologists, social scientists and other specialists to monitor Park ecosystems; we will conduct management activities to ensure that biodiversity in all its facets is maintained within limits of acceptable change.
- We will improve the health, education, and standard of living of human communities near the Park. We will create a mutually beneficial relationship between the Park and the communities by assisting them in the establishment of their land rights, resource management practices, and democratic and socioeconomic institutions. We will disseminate knowledge through public education programs and engage national and international stakeholders in our decision-making processes. We will seek community support of the Park's conservation strategy.
- We will stimulate economic activity in central Mozambique through the encouragement of private sector Park-related businesses. We will train and employ community members for Park positions.
- We will adhere to a responsible financial model wherein Park income generated from ecotourism, donations, and environmental products and services meets the requirements of this ambitious mission.

Chapter III

Sustainable Business Model

The LTA mandates a Sustainable Business Model “that when fully realized will enable the Park to generate sufficient revenue to sustain its operations.” Park Management will adhere to a responsible financial model so that revenue generated from Park entrance fees, conservation contributions, and private donations fully support the project’s long-term goals. Activities of the private business sector create work and economic activity in the Greater Gorongosa Ecosystem. Park entrance fees and conservation contributions will ultimately finance core functions of GNP by the end of the duration of the LTA.

The current funding structure for GNP includes funding from the Carr Foundation, Portuguese Cooperative (IPAD), and the U.S. Agency for International Development (USAID), along with contributions from government and other private donors. This funding structure will have different proportions over time as Park entrance fee revenues increase according to Article 3 of Legislative Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique’s National Parks and Reserves, Conservation Contributions from tourism partnerships increase—as outlined in the LTA, revenues from Tourism Operator Contracts increase, and the need for donor money consequently decreases. The Gorongosa Restoration Project anticipates that GNP will be self-sustaining once it establishes successful long-term tourism partnerships. The Gorongosa Restoration Project sees tourism partnerships as the most efficient way to earn revenue and generate jobs for GNP. A core set of principles guide employment requirements, transparent financial reporting, and adherence to environmental standards. Annex C includes the Park Policy and Guidelines for Tourism Operators (2010).

The Gorongosa Restoration Project will use a phased approach to meet the conservation and business needs of the Park. As the project progresses, the ecosystem will change, as will the financial priorities.

Vision and Mission of the Sustainable Business Model

Gorongosa National Park is a Mozambican treasure that provides environmental, educational, aesthetic, recreational, and economic benefits to all humankind.

We will promote conservation and sustainable use of wildlife and forest resources in the Greater Gorongosa Ecosystem in support of the national and local economies while ensuring the long-term conservation of the area’s biodiversity.

Goal and Objectives

The goal of Park Management is to adhere to a responsible financial model so that Park entrance fee revenues, conservation contributions, and donations fully support the project's long-term goals.

Three specific objectives pertain to this Sustainable Business Plan, namely:

- 1) Provide all segments of society with recreation opportunities based on the natural resources of GNP and the cultural resources of Buffer Zone communities;
- 2) Identify tourism partnerships to provide support for GNP maintenance and development; and
- 3) Establish and implement an institutional framework and self-sufficient management.

Keys to Success

Two decades of war caused severe upheavals in the Gorongosa region, including a great reduction in the Park's formerly spectacular large mammal populations. Hunting and extraction of other natural resources continued uncontrolled during post-war years, and wildlife and forestry management did not exist from the early 1980s to the mid-1990s. During that time, management infrastructure was destroyed, and the GNP had a shortage of trained staff.

As part of its strong commitment to the 20-year LTA, the Carr Foundation's Gorongosa Restoration Project reintroduced management of GNP as a public-private partnership. Gorongosa's operations during the 20-year LTA include critical restoration activities. When the Gorongosa Restoration Project hands the Park back to the Mozambican government at the end of the LTA in 2027, normal Park operations will resume.

The Gorongosa Restoration Project has an urgent mission to restore GNP. For the duration of the LTA, the Gorongosa Restoration Project's ability to attract conservation contributions through donors and tourism partnerships will be key to success of the financial model. These contributions will directly serve the critical activities focused on restoring the Park.

Services

Conservation: Fire control; problem animal control; anti-poaching; veterinary services; wildlife relocation; scientific research; environmental impact management; implementation of Park Management Plan; mapping and GIS services.

Administration: Financial management; infrastructure maintenance; road maintenance on public access roads and bridges; construction; oversight; liaison with and monitoring of tourism partners; personnel management; marketing.

Education and Training: Conservation education media for the Internet, television, radio, and print publications for all of Mozambique’s citizens and the general public; Community Education Center; guide training; vocational training.

Communities: Community development; donor liaison; resettlement liaison; community training programs.

Products

Chitengo: Public access game drives; Interpretive Center; main runway for aviation access; community-based activities; restaurant and bar facilities; cabana-style accommodation; campsite; future conference center; satellite tented camp in public access area.

Third Party Operators: Accommodation in tented camps and lodges; private game drives; game walks.

Financial Model

The current funding structure for GNP includes funding from the Carr Foundation, IPAD, and USAID, along with government and other private donors. This funding structure will have different proportions over time, as Park entrance fee revenues—as mandated under the LTA and Article 3 of Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique’s National Parks and Reserves, Conservation Contributions from tourism partnerships, and other private donations increase.

Table 1. Fixed Annual Cost to Run GNP

Department	Budget (2009 USD)
Conservation	1,400,000
Operations and Infrastructure	1,400,000
Tourism Development	340,000
Community Relations	340,000
Total	3,480,000

During the restoration phase of the LTA, Park entrance fees will finance some of the GNP’s operating budget. Donors, including the Carr Foundation and others, will finance the rest. Mozambican nationals will pay half the cost of the Park entrance entry that foreign visitors pay. Our model shows that the Park entrance fee will average approximately 10 USD per visitor entry over time. The Gorongosa Restoration Project will collect Park entrance fees at the gate or at airstrips (as applicable) according to the Legislative Decree n^o 15/09 of 14th April. The Park entrance fees are considered Park revenue, as defined in the

LTA. In certain circumstances, operators will be permitted to collect Park entrance fees from their clients and pass the GNP contribution to the Gorongosa Restoration Project.

Under Legislative Decree nº 15/09 of 14th April, all Park entrance fee revenue will be divided according to Article 2: 80 percent to GNP and 20 percent to Mozambique’s State budget. According to Article 3, the 80 percent allocated to GNP is further distributed: 80 percent for operating costs and salaries of GNP and 20 percent for local communities in the Buffer Zone. Therefore in total, GNP’s Park entrance fee revenues will be divided as 64 percent for GNP operating costs and salaries, 20 percent for Mozambique’s State budget, and 16 percent for local communities living in GNP’s Buffer Zone.

Table 2. Target Park Entrance Fee Revenue, divided according to Legislative Decree nº 15/09 of 14th April.

Visitor Nationality	# Visitor nights	Park entrance fee revenue (Average \$10/visitor entry) in USD	GNP operating costs and salaries (64%) in USD	State budget revenue (20%) in USD	Buffer Zone community revenue (16%) in USD
Mozambican	25,000	250,000	160,000	50,000	40,000
International	50,000	500,000	320,000	100,000	80,000
Total	75,000	750,000	480,000	150,000	120,000

Despite the toll that the war has taken on GNP, the Gorongosa Restoration Project’s restoration activities will allow the area to rebound and, thus, attract increasingly more visitors as Gorongosa’s splendor returns.

The target is to achieve 75,000 visitor nights per year during the duration of the LTA’s critical restoration period. Of those 75,000 visitor nights, the Gorongosa Restoration Project’s current models suggest that one-third or 25,000 of those visitor nights will be Mozambican Nationals. The remaining two-thirds of those visitor nights will be international visitors. The Gorongosa Restoration Project will not limit the number of Mozambican visitor nights, but will cap international visitor nights at 50,000, if necessary.

International visitors to GNP will be required to contribute to the restoration of GNP. Conservation Contributions will be given to the Gorongosa Restoration Project (a U.S.-registered 501(c) (3) organization based in Washington, D.C.) for critical restoration activities during the duration of the LTA. According to the Tourism Operator Contract in Annex B, “the Operator hereby agrees to pay the Gorongosa Restoration Project a Revenue-based Conservation Contribution and an Occupancy-Based Conservation Contribution. The Revenue-based

Conservation Contribution shall be equal to approximately ten percent of the Gross Revenue.” The target Conservation Contribution for international visitors is more than 60 USD per visitor night by the end of the duration of the LTA.

The model contemplates ten third party operators who will partner with the Gorongosa Restoration Project under the terms of the LTA and Tourist Operators Contract, with an average of 5,000 tourist nights per year. The core budget for Gorongosa conservation and restoration activities includes 480,000 USD from Park entrance fees, as mandated by Legislative Decree n^o 15/09 of 14th April, and three million USD from Conservation Contributions.

Donors

Any contributions or grants in cash and/or in-kind donations made to the Park, and destined to be applied to specific elements of the Park’s initiatives, will be a Conservation Contribution to the identified project consistent with the donor’s intent and will not be considered as included in the Park’s revenues. These contribution initiatives are to be reviewed by the Park Management Team prior to their formal acceptance, in order to ensure compliance with the Park’s agreed-upon initiatives set for the applicable year. Specifically, all Conservation Contributions for activities on Mount Gorongosa will be applied specifically to projects on Mount Gorongosa.

Table 3: Contracts, Grants, and Cooperative Agreements with the Gorongosa Restoration Project

Contracts/ Grants/ Cooperative Agreements	Partner(s)	Date
CEC construction	IPAD, USAID	2007 - present
Isotopes in Wetland management	IAEA	2007 - present
Biodiversity Cooperative Agreement	USAID/Mozambique	2008 - present
Survey identifying economic opportunities in the Buffer Zone	SNV	2008
National Health Campaign	Association of Sofala Province Commerce and Industrial Businesses	2008
Global Environment Facility— Protected Area Management	UNDP, WWF	2009 - present
Lion Study	Zoo Boise	2009 - 2010
High resolution imagery for biodiversity and climate change management	PlanetAction	2009 - 2011

Chapter IV

Greater Gorongosa Ecosystem Zoning Plan

The LTA provides this mandate: “The Park Management Team shall create a zoning system for the Greater Gorongosa Ecosystem, this plan shall include a classification of land and water areas and a designation of permitted and restricted uses of resources.” The Greater Gorongosa Ecosystem Zoning Plan is divided into the following plans: The Ecological Zoning Plan, the Tourism Zoning Plan, and the Buffer Zone Zoning Plan.

GNP law enforcement staff will lead law enforcement activities, but GNP and tourism partners will jointly manage ranger posts. Fencing will not be used to delineate the different management zones; only natural landmarks will act as guides for zone designations on the ground. Tourism partners are required to abide by all use restrictions outlined in the designated management zones in their Tourism Operating Areas. Figure 2 presents GNP’s five management zones. Figure 3 presents the Tourism Zoning Plan.

Management Zones

GNP is divided into five management zones, non-overlapping, which are identified and recognized inside the Park, constituting collectively the entire area of the Park. Plans for Zones 2 and 3 together with the Buffer Zone Tourism Zoning Plan are known as the Master Tourism Zoning Plan.

Wilderness Zone (Zone 1):

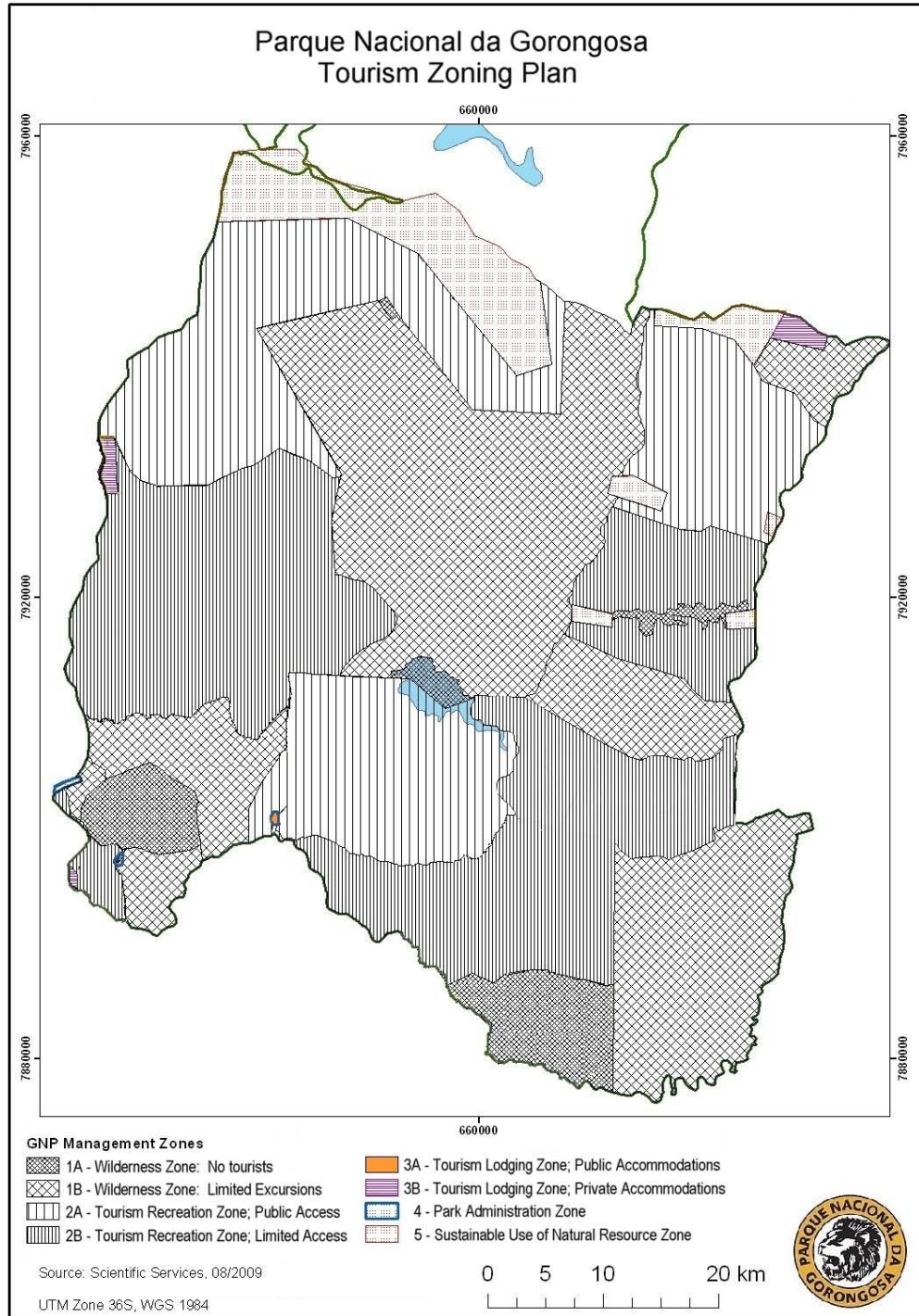
In Zone 1 areas, landscape preservation is the key consideration. From an ecological perspective, large, relatively undisturbed areas support natural processes and provide benchmarks of natural structure. These wilderness zones are essential wildlife breeding areas and are critical for protecting sensitive areas of the Park that are flooded in the wet season. The objective is the perpetuation of ecosystems with minimal human interference.

Zone 1 is sub-divided into two categories:

Zone 1A areas are designated for particularly fragile or ecologically sensitive areas of the Park. Tourists are not allowed in Zone 1A areas. Only Park Management and research staff are allowed in Zone 1A areas, with prior authorization.

Zone 1B areas do not permit motorized access by tourists or permanent overnight accommodations, but visitor access will be allowed as a part of guided walking safaris, and temporary tented camps will be approved for these excursions.

Figure 2. GNP Management Zones



Tourism Recreation Zone (Zone 2):

Zone 2 areas offer opportunities for visitors to enjoy a variety of activities in the Park's ecosystems. Tourist activities permitted in Zone 2 may include safari style game drives, walking safaris, mountain biking, hot air ballooning, boating, fishing, bird watching excursions, caving, and others. The areas will need a road network and a few rudimentary facilities (lavatories and viewing structures). Zone 2 will not allow for any permanent overnight accommodations but as with Zone 1, there may be temporary tented camps. The Gorongosa Restoration Project will provide permits to operate these tourism businesses on a transparent, competitive basis. A portion of the tourism operator permits will be made available solely to the local communities that border the Park.

Tourism Lodging Zone (Zone 3):

Zone 3 areas will permit permanent overnight tourist accommodations, including structures such as restaurants, swimming pools, and laundry facilities. Zone 3 is divided into two categories:

Zone 3A areas will be allocated to public accommodations accessible to any Park visitor from the Park road network. These facilities will be available to visitors on a first-come, first-served basis.

Zone 3B areas will be allocated as areas of influence, but not necessarily for exclusive use to private accommodations managed by the winning participant in a competitive, transparent tender process. The accommodations will be available to private clients of these business owners. The operators of tourism businesses in Zone 3B will sign Tourism Operator Contracts, found in Annex B.

Park Administration Zone (Zone 4):

Zone 4 areas will be used by the Park Management Team for Park administration buildings, airstrips, the Gorongosa Community Education Center, the Interpretive Center, the Gorongosa Research Center, the wildlife sanctuary and conservation services facilities, vehicle workshops, a management housing complex, and so forth.

Sustainable Use of Natural Resources Zone (Zone 5):

Zone 5 areas include traditional communities and associated land use activities that occur within or adjacent to the Park, as distinguished from lodging and administrative areas where Park staff may reside.

Zone 5 may be further divided into two sub-zones to distinguish between settlements on the Park border that are contiguous with other settlements outside the Park (*Zone 5A*) and settlements that are isolated inside the Park (*Zone 5B*), to reflect different resource use restrictions for these two areas. It is a goal of this plan that there be no Zone 5B in the long term. While there are communities currently residing inside Park boundaries, the GNP has a

resettlement plan (see the Ecological Management Plan in Chapter V). If this plan is successful, there will no longer be a need for a Zone 5B designation.

Tourism Operating Areas

Tourism Operators may provide tourism offerings including overnight accommodation and various recreational and educational activities. As outlined in Chapter III, in exchange for these rights, the tourism operators will make conservation contributions to the Gorongosa Restoration Project and will also assist the Department of Conservation and the Department of Community Relations in their missions. Each Tourism Operating Area may contain any or all of the Five Management Zones described above, respecting the land uses defined for each zone. The Tourism Operator Contract is located in Annex B. Figure 3 presents the Tourism Zoning Plan.

Buffer Zone Zoning Plan

Article 10 of the Law n^o 10/99 of 7th July on Forests and Wild Fauna provides for the creation of a Buffer Zone: “It is incumbent upon the Council of Ministers to establish a Buffer Zone around any protection zones where multiple uses may be permitted subject to such restrictions as the respective Management Plan may establish.” According to Article 5 of the Regulation n^o 10/99 of 22nd December on Forests and Wild Fauna, “the Buffer Zone forms a transition zone between a protected area and an area of multiple usages with the objective to reduce impacts caused by humans on the respective protected area.” In addition, Park Management aims to reduce negative impacts to people’s lives and goods, including damage from wildlife migrating outside the Park’s boundaries.

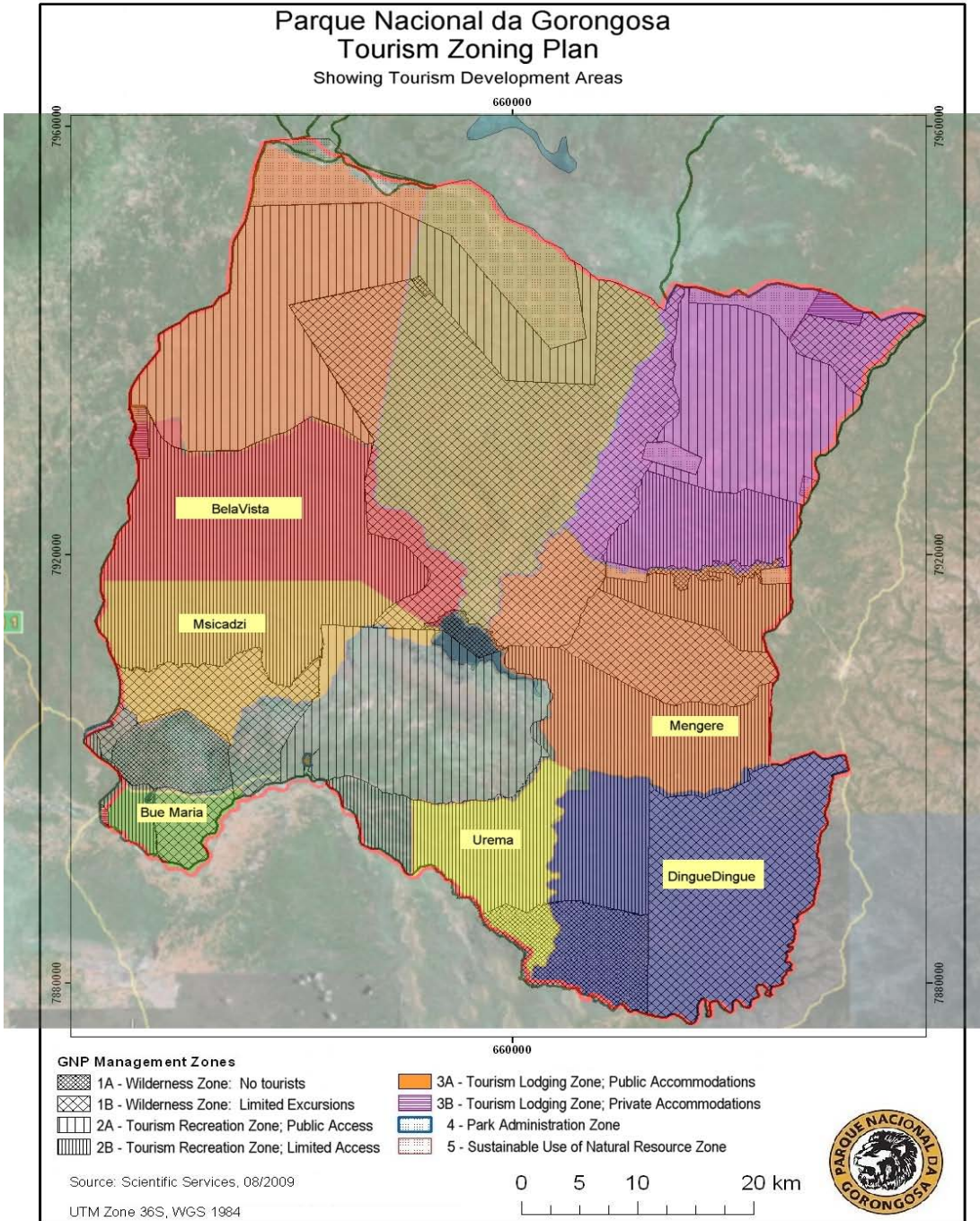
Because existing third-party rights were excluded from the Buffer Zone, some parts of the proposed Buffer Zone are less than 5 km wide. The Community Relations Department will work with land title-holders to develop Conservation Contracts in order to coordinate conservation efforts.

The LTA provides the following guidelines for approved activities in the Buffer Zone of the Park:

- Controlled ecotourism activities;
- Subsistence hunting for household consumption;
- Community-based safari hunting;
- Game farming consistent with the wildlife reintroduction objectives of the Park;
- Collection of fire wood for household consumption;
- Bee-keeping and collection of other non-forest products such as medicinal plants for household consumption;
- Sustainable social infrastructure development; and
- Sustainable agriculture projects.

The following are prohibited: land use practices, large-scale water resources development, or extraction projects that could result in significant adverse change in the water quantity or quality to the Park, and mining.

Figure 3. Tourism Zoning Plan



The Provincial Directorate of the Coordination of Environmental Affairs (DPCA) produced Environmental Zoning Plans for the Park's surrounding districts between 2006 and 2008. Five-year district development plans exist, in which economic resources are allocated to specific priorities in the district. New district development plans are due in 2010. The final Zoning Plan of the Park's Buffer Zone will incorporate these existing plans. All future district development plans must be developed using the Buffer Zone Zoning Plan, outlined here, as a guideline.

The Gorongosa Restoration Project has developed a draft Zoning Plan for GNP's approximately 10-km-wide Buffer Zone. As mandated by the LTA, "controlled ecotourism activities, such as camps from local materials, hiking trails, and other ecologically-compatible activities" are approved. Park Management will work to balance the increasing population's pressure on land and resources and GNP's conservation objectives with the economic development potential of the Gorongosa Region.

Draft Land-Use Management Zones

For this Management Plan (2010-2012), the Buffer Zone will be divided into two draft macro-zones (Zone 6 and 7) of land-use management according to the Environmental Law n^o 20/97 Cap. II, Article 8 and Article 9. Furthermore, Areas of Partial Protection and Socio-Cultural Value (public domain) as well as animal corridors and breeding grounds of endangered species and ecological hotspots (i.e., wetlands) may cut across both Zones 6 and 7 and may occur in either zone and must be respected, according to the Environmental Law n^o 20/97, Cap. II, Articles 8 and 9.

All land use activities require land use titles based on the Land Law n^o 19/97 of 1st October. Park Management will, with community and District Government consultation, develop micro-zones for land-uses in the Buffer Zone. Park Management will negotiate a period of transition to convert existing land uses that do not align with the Buffer Zone zoning plan to convert to a compatible type of land use. The legal references for the types of land uses permitted in Management Zones 6 and 7 include the Environmental Law n^o 20/97, especially Cap. IV on special measures to protect the environment, Articles 11-14 on the protection of the state-owned environment, the protection of biodiversity, areas of environmental protection, and infrastructure in environmentally sensitive areas. Areas can have multiple usages such as honey and medicinal plant collection or uses based on land use titles and licenses.

Inner Band (Zone 6):

Zone 6 is the area closest to the Park, located 0-5 km from GNP's boundary. Land use micro-zones will focus on activities that minimize human-wildlife conflicts, water, air, noise, and light pollution, natural resource use, and population pressure. Micro zones might include land use activities such as private game farms, ecotourism development, community-based conservation, and reforestation for conservation and ecosystem services.

Outer Band (Zone 7)

Zone 7 is located 5-10 km away from GNP's boundary. Land use micro-zones will focus on activities that encourage social development and economic opportunities. Micro zones might include commercial and conservation agriculture, forestry, tourism, human settlement, and public services.

Proposed Park Expansion (PPE)

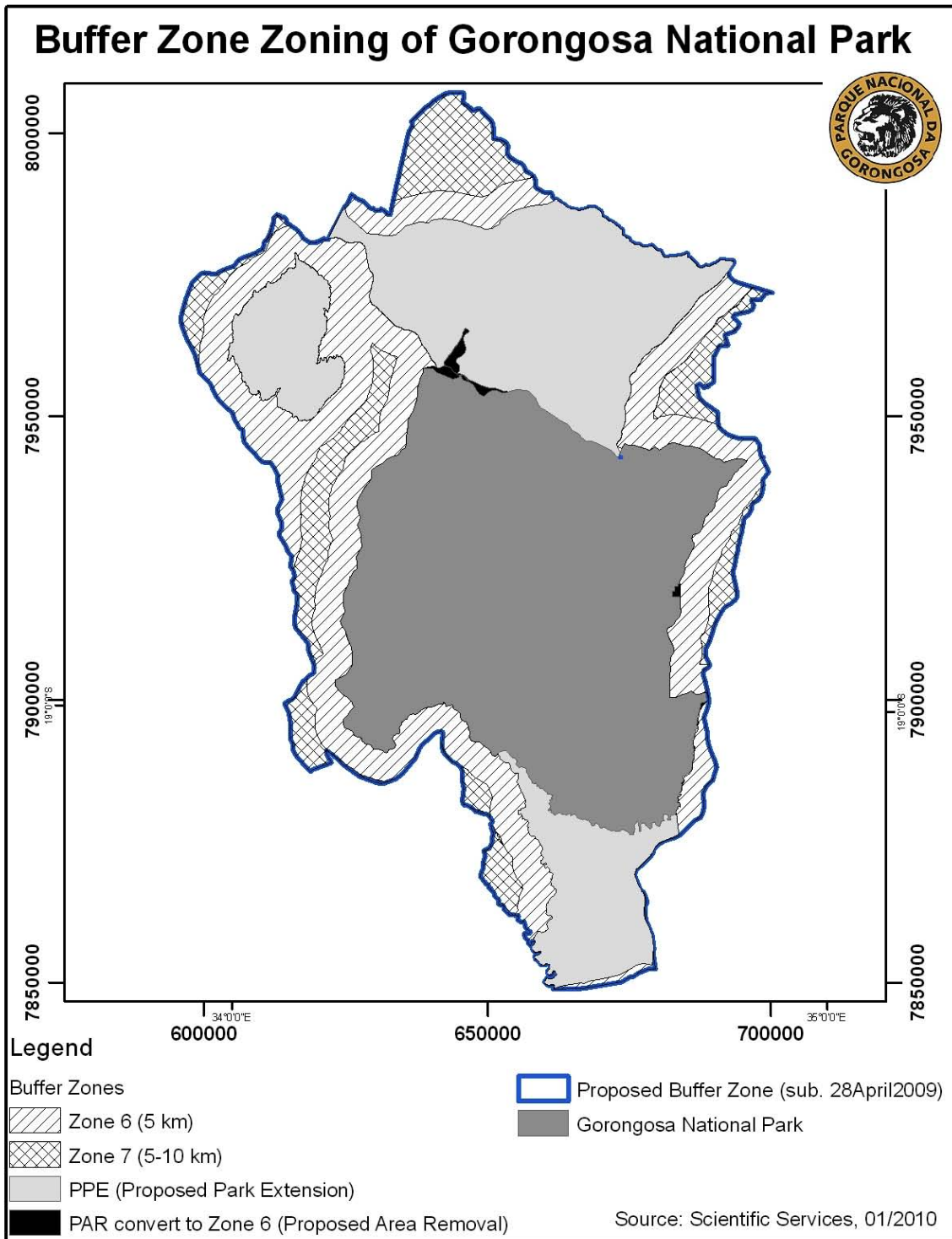
The Buffer Zone currently includes Mount Gorongosa. It is the intention of the Gorongosa Restoration Project to pursue Government approval to expand Park boundaries to include decommissioned hunting reserve 1 ("Coutada 1") and part of decommissioned hunting reserve 3 ("Coutada 3"), according to Decree n^o 2767/64 and Decree n^o 2935/64, respectively, and the Dingue Dingue wetlands, and Mount Gorongosa above the 700 m contour line. The Environmental Zoning Plan of Gorongosa District (produced by DPCA in December 2009) zones Mount Gorongosa above 300 m as an area of special environmental concern.

Coutada 1 and part of Coutada 3 have the status of "Areas of Vigilance" according to Decree n^o 2767/64 and Decree n^o 2935/64. Hunting, resource extraction, and land occupation are prohibited in those areas. Mount Gorongosa and the Dingue-Dingue wetlands are areas of special concern and Regulation n^o 10/99 of the Law on Forests and Wild Fauna, Cap. II, Section I, Articles 2c and 2d apply. Until the Mozambican government makes a final decision about the proposed Park, no titles and no concessions will be issued in those areas.

River Corridors and Hydrological Basins

River corridors are designated as an area of special concern. The Land Law n^o 19/97 of 1st October, Article 8 forbids agricultural development and settlement in a 50m strip along rivers and streams. River catchments occupy large areas around GNP and reach, in the cases of Nhandugue and Pungue rivers, far into Manica Province. Land uses in the upper stretches of the catchments can have negative impacts on the Park. As stated in the Ecological Management Plan in Chapter V, the Gorongosa Restoration Project will provide education and forestry opportunities to the communities whose farming directly affects affect waters flowing into the Park.

Figure 4. Draft Buffer Zone Zoning and Proposed Park Expansion



Buffer Zone Tourism Plan

The Gorongosa Restoration Project will control all tourism on Mount Gorongosa in order to protect the water catchment that feeds GNP's perennial rivers and streams. Any tourism conducted above 700 meters will be subject to the rules set forth in the Sustainable Business Model in Chapter III for Revenue-based and Occupancy-based Conservation Contributions to the Gorongosa Restoration Project.

Any tourism established in the Buffer Zone, Mount Gorongosa, Dingue Dingue wetlands, Coutada 1, and Coutada 3 must comply with the Park Management Plan's Buffer Zone zoning plan, as outlined in Figure 4. All Conservation Contributions from tourism partners, donors, and other contributors for this purpose will be used for the restoration of GNP.

According to the LTA, Tourism Operators will be allowed to provide tourism offerings including overnight accommodation and various recreational and educational activities. As outlined in Chapter III of this Management Plan, in exchange for these rights, the Tourism Operators will make Conservation Contributions to the Gorongosa Restoration Project and will also assist the Department of Conservation and the Department of Community Relations by contributing to projects that protect and restore Mount Gorongosa. Park revenue will be shared with Buffer Zone communities according to the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique's National Parks and Reserves.

Chapter V

Ecological Management Plan

The LTA mandates that “the Park Management Team, in consultation with the communities, donor agencies, NGOs, specialists, and other stakeholders, will develop a holistic, integrated plan for the ecological management of the Greater Gorongosa Ecosystem.”

As mandated in the LTA, the Ecological Management Plan includes timelines, priorities, activities, and objectives to guide the work of the Departments and the direction of the restoration of GNP. The list of activities is a sequence of processes already underway to achieve GNP objectives, as well as activities necessary to continue initial efforts.

In order to include the opinions and perspectives of all groups and individuals connected to or dependent upon the content of the Ecological Management Plan, Park Management held consultation workshops with communities, key contributors, and various stakeholders.

Workshop participants developed a set of Ecological Management Plan objectives based on the socio-economic and political situation in the country. The objectives provide clarity and direction for the administration of the Park. These objectives were later refined to include the Park Management Structure, located in Chapter VI, and the Sustainable Business Model, located in Chapter III.

The LTA mandates that the implementation of the Ecological Management Plan will be carried out by the Department of Conservation and the Department of Community Relations with certain assistance provided by the Tourism Operators. It will be modified as necessary, according to scientific feedback acquired from a variety of disciplines.

Vision of the Ecological Management Plan

The vision of ecological management of GNP is a fully functioning Greater Gorongosa Ecosystem that provides safe, protected habitats for wildlife and humans for generations to come.

Mission of the Ecological Management Plan

The mission of this Ecological Management Plan aligns with GNP's core mission:

- We will protect and restore the natural structure, functions, and processes of the Greater Gorongosa Ecosystem.
- We will draw upon multi-disciplinary teams of ecologists, hydrologists, and other specialists to monitor Park ecosystems.
- We will conduct management activities to ensure that biodiversity in all its facets is maintained within limits of acceptable change.
- We will disseminate knowledge through public education programs and engage national and international stakeholders in our decision-making processes.
- We will seek community support for the Park's conservation strategy.

Target Conditions (Ecological States or Processes)

Opportunities

- Newly constructed 60 km² Wildlife Sanctuary;
- Substantial long-term donor investment and interest;
- Rich history of Gorongosa and widespread awareness of its status as a former world-class Park; and
- High ecological carrying capacity and biodiversity.

Challenges

- Capture, transport, and successful reintroduction of sufficient wildlife to form viable populations;
- Implementation of effective monitoring and adaptive management systems; and
- Creation of good relationships with neighboring communities.

Constraints

- Poor or unsafe road accessibility to vast regions of the Park;
- Settlements and agricultural development within the Greater Gorongosa Ecosystem;
- Disruption of wildlife movements;
- Land and water degradation;
- High level of poaching;
- Moderate level of deforestation;
- Impact of mining sector; and
- Increased human population pressure.

Goal

To protect, conserve, and manage the natural resources of GNP in a sustainable way in order to ensure economic, ecological, and social benefits for all stakeholders.

Objectives

The following sections present the objectives, sub-objectives, and activities for ecological management of GNP. Annex A includes the priority and Departmental responsibilities for the activities.

1. Conserve GNP ecosystems, biodiversity, and historical and cultural legacy

The realization of this objective depends on efficient application of policies and implementation of applicable laws, such as Law n^o 10/99 of 7th July on Forests and Wild Fauna. In order to do this, the Gorongosa Restoration Project is developing relations with the communities who live outside the legally established limits of the Park, and seeking solutions for those who, for various historical reasons, live within Park boundaries in violation of the Law n^o 10/99 of 7th July on Forests and Wild Fauna and the Environmental Law n^o 20/97 of 1st October.

GNP's ecosystem continues to be out of balance from the years of instability after the civil war that decreased the wildlife population by 95 percent. Table 4 includes census information for GNP's key and rare wildlife populations from 1972, 1994, and 2007. As a result, grasses on the plains grow very high because there are not enough large herbivores to feed on them. This in turn creates problems for smaller wildlife because they cannot get to water sources or protect themselves from predators. Tall grasses also result in increased numbers of fires that threaten human security and the Park's biodiversity by creating space for invasive species. The lack of wildlife also results in the encroachment of woody vegetation and the replacement of open grasslands by a single species of thicket.

To address these problems, Park Management will continue to reintroduce herbivores to help keep grass levels short enough for other wildlife to thrive and also to avoid excessive fires. Because tall grasses create a fire hazard, Park Management will perform extensive preventive actions such as cold burns and firebreaks to reduce active wildfires in the dry season. In addition, a dedicated group of trained staff will regularly assess the situation and work effectively to prevent uncontrolled wildfires.

Objectives of the Ecological Management Plan

- 1. Conserve GNP ecosystems, biodiversity, and historical and cultural legacy.**
- 2. Provide opportunities for scientific study, education, and knowledge sharing.**
- 3. Promote scientific management of resources.**

Table 4. Key and Rare Wildlife Populations in GNP

Species	1972	1994	2007
African buffalo	14,000	0	185*
Bushbuck	N/A	0	1125
Cheetah	6	0	0
Common Eland	500	0	5
African Elephant	2,200	108	300
Hippopotamus	3,000	0	160
Impala	2,000	0	560
Kudu	~1000	0	430
Lichtenstein's hartebeest	800	0	415
Lion	500	0	35
Nyala	N/A	22	395
Oribi	N/A	22	1,300
Common Reedbuck	~1,000	334	4,600
Black Rhino	6	0	0
White Rhino	3-5	0	0
Sable Antelope	700	0	320
Warthog	N/A	0	3,635
Waterbuck	3,500	129	4,615
Blue Wildebeest	5,500	0	200*
Zebra	3,000	65	5

*Includes reintroduced animals.

Careful monitoring will help Gorongosa's wildlife return to healthy numbers. Monitoring systems such as census surveys and individual satellite or radio

collar tracking will help to protect the small amount of remaining wildlife in the Park. In addition, regular veterinary screenings will help to thwart the spread of disease, still very much a threat to the wildlife population, especially in the absence of scavengers. Finally, Park Management must maintain a wildlife sanctuary for vigilant care of reintroduced animals from other parks.

GNP's 60km² Wildlife Sanctuary plays a crucial role in the adaptation, repopulation, and eventual reintroduction of key species. As a contained and protected area, the sanctuary demands a basic infrastructure. Part of this infrastructure is already in place; however, more is needed to ensure adequate and lasting protection. In particular, the sanctuary's water supply must be constant throughout the dry season through the installation of elevated water tanks and troughs.

GNP is an unfenced area. Consequently, illegal poaching—mainly for subsistence and to a lesser degree for commercial profit—continues to present a great challenge and still occurs at a severe and harmful rate within GNP. The GNP strategy centers on regular monitoring of the incidence and frequency of poaching, and utilization of appropriate preventative and corrective measures such as: law enforcement, development of strong partnerships with communities, environmental education for the communities, apprehending violators and turning them in, and rehabilitating previous violators.

The Gorongosa Restoration Project will undertake the following activities to meet the objective outlined above. Annex A includes priority and Department responsibility for each activity.

1.1 Protect the gene pool of GNP species

Activities:

- 1.1.1 Conduct inventories of flora and fauna species in GNP and create a habitat and vegetation map
- 1.1.2 Establish a system for a census every four years
- 1.1.3 Identify the principal large mammal species that are lacking or that are not genetically or demographically viable
- 1.1.4 Reintroduce populations of key or critical species whose reproduction would be viable
- 1.1.5 Maintain Wildlife Sanctuary for key reintroduced species
- 1.1.6 Improve Wildlife Sanctuary (e.g., water supply)
- 1.1.7 Establish and equip veterinary laboratory component in Wildlife Sanctuary
- 1.1.8 Establish water laboratory component in Wildlife Sanctuary
- 1.1.9 Establish a system of thresholds of potential concern (TPCs) for populations of key species

- 1.1.10 Identify the threats to viability for populations of key species and design appropriate responses

1.2 Maintain the integrity and viability of flora, fauna, and endemic habitats

Activities:

- 1.2.1 Establish TPCs for habitats of critical species
- 1.2.2 Establish monitoring system to track performance of populations in ecosystem in relation to TPCs
- 1.2.3 Develop capacity to respond to exceeding of TPCs, when necessary
- 1.2.4 Understand vegetation successions and consequences on habitat structures

1.3 Preserve hydrological resources and landscapes in the Park

Activities:

- 1.3.1 Identify the possible impact on water quality of land use (i.e., industrial development, agricultural practices) in the Greater Gorongosa Ecosystem, with emphasis on soil erosion and siltation
- 1.3.2 Establish a presence for GNP in decision-making institutions
- 1.3.3 Assist with the development of small-scale sustainable agriculture outreach program
- 1.3.4 Monitor turbidity in rivers draining into the Park
- 1.3.5 Establish a system of TPCs for water quality
- 1.3.6 Establish a system of TPCs for groundwater abstractions from shared aquifers

1.4 Restrict the presence and introduction of invasive species

Activities:

- 1.4.1 Identify and map the distribution of invasive species
- 1.4.2 Determine the threat level to GNP of the principal invasive species
- 1.4.3 Understand the underlying factors for success of invasive species
- 1.4.4 Design and implement a program to monitor and eradicate invasive species, as necessary
- 1.4.5 Create an observation program to detect new invasive species

1.5 Protect the landscape, drainage basins, and places of historical and cultural value

Activities:

- 1.5.1 Identify and map existing ecologically important drainage basins and historical locations of cultural importance
- 1.5.2 Identify threats

- 1.5.3 Define environmental flow requirements for GNP inflows and outflows
- 1.5.4 Install hydrometric water monitoring network for surface and ground water
- 1.5.5 Develop and implement protection and mitigation strategies
- 1.5.6 Develop plans for joint management with appropriate participants
- 1.5.7 Monitor effects

1.6 Involve Buffer Zone communities in GNP management and share the benefits

Activities:

- 1.6.1 Develop, sign, and monitor conservation contracts with communities
- 1.6.2 Develop strong partnerships and revenue-sharing relationship between GNP and local communities
- 1.6.3 Evaluate land use at appropriate map scale
- 1.6.4 Develop micro zones with community consultation for land-use management of the Buffer Zone
- 1.6.5 Analyze existing DPCA environmental zoning plans to develop land-use zones
- 1.6.6 Work with District governments and communities in land-use zoning
- 1.6.7 Assist with development of sustainable land use and income generating projects with communities living in the Buffer Zone
- 1.6.8 Create working relationship with hunting concessionaires (Coutadas), forest concessionaires, license holders of land for commercial agriculture and mining enterprises that share a boundary with the Buffer Zone

1.7 Minimize the occurrence of wildfires

Activities:

- 1.7.1 Study ecology of fires in GNP
- 1.7.2 Identify causes of wildfires and develop appropriate responses
- 1.7.3 Develop a program of wildfire management (controlled burns, firebreaks, monitoring, and observation posts)
- 1.7.4 Involve local Buffer Zone communities and District governments in program to control wildfires
- 1.7.5 Encourage and facilitate changes in ways local communities use natural resources
- 1.7.6 Establish an effective monitoring and evaluation system for wildfire management program
- 1.7.7 Analyze opportunities for joint management with tourism operators

1.7.8 Identify or establish lines of communication to facilitate information and knowledge sharing and to facilitate conflict resolution

1.7.9 Train local communities in fire management

1.8 Resettle human communities in GNP outside the Park's borders and ensure the integrity of GNP's boundaries

Activities:

1.8.1 Establish lines of communication with communities inside GNP

1.8.2 Provide GNP communities with regulation history of Park boundaries and laws

1.8.3 Conduct socio-economic survey and census of GNP communities

1.8.4 Conduct meetings with GNP communities

1.8.5 Create timeline for resettlement

1.8.6 Implement rights-based land management plans with communities

1.8.7 Monitor resettlement in Buffer Zone or other identified areas

1.8.8 Promote settlement that avoids human-wildlife conflict

1.9 Diminish or eliminate poaching within GNP

Activities:

1.9.1 Study and monitor incidence and frequency of illegal poaching, motivations, and connections at local and regional levels

1.9.2 Enforce applicable laws and propose stricter improvements

1.9.3 Establish an efficient inspection system, including information gathering on incidence and frequency according to location

1.9.4 Establish effective and lasting coordination with local governments, including the judiciary in surrounding districts, to prevent poaching and handle violators

1.9.5 Study and promote alternative sources of protein

1.10 Reduce human-wildlife conflicts

Activities:

1.10.1 Monitor incidents

1.10.2 Develop human-wildlife conflict strategy

1.10.3 Reduce wildlife-human contact points in Buffer Zone

1.10.4 Remove problem animals

1.10.5 Develop plan for a game capture unit to move problem animals back into GNP

1.10.6 Explore fencing for crop protection and human safety

1.11 Conserve Mount Gorongosa

Activities:

- 1.11.1 Designate land-use zones
- 1.11.2 Achieve legal status as a protected area for area above 700m on Mount Gorongosa.
- 1.11.3 Conduct research studies to better understand Mount Gorongosa's ecosystem
- 1.11.4 Stabilize eroded areas along river and stream banks
- 1.11.5 Assist District government with promotion of sustainable agricultural methods to prevent deforestation
- 1.11.6 Assist District government with establishment of income generation programs
- 1.11.7 Determine critical number of tree nurseries
- 1.11.8 Manage tree nurseries
- 1.11.9 Conduct wildfire prevention activities, including fire trainings and cold burns
- 1.11.10 Support District government to establish community co-management of specific forests
- 1.11.11 Support District government by providing plant specimens to National Herbarium of Mozambique in order to document endemic species
- 1.11.12 Introduce eco-tourism activities
- 1.11.13 Assist District government with building of water tanks for community use near water sources
- 1.11.14 Promote community activities that encourage sustainable forest use
- 1.11.15 Install weather station
- 1.11.16 Monitor mountain restoration activities

1.12 Expand the boundaries of GNP

Activities:

- 1.12.1 Submit Legislative Decree to include Coutada 1, part of Coutada 3, Dingue Dingue wetlands, and Mount Gorongosa within GNP boundaries
- 1.12.2 Obtain official acceptance by MITUR to expand boundaries
- 1.12.3 Develop zoning plans for expanded GNP boundaries

2. Provide opportunities for better understanding of the ecosystem through scientific studies, education, and knowledge sharing

To understand the natural mechanisms of GNP, the Gorongosa Restoration Project offers a unique set of opportunities for education, training, and sharing information. Park Management will use a research strategy designed to increase institutionalized knowledge in key areas that are not currently well-studied.

Park Management has identified key areas where the Park needs research as first steps in the process. These include the hydrology of Lake Urema and alluvial plains, vegetation dynamics, fire ecology, animal population dynamics, and the impact of humans on animal life and on the hydrology of the ecosystem. GNP recognizes the importance of local and traditional knowledge and intends to integrate this knowledge into its institutional knowledge bank.

In addition to contributing to the effective management of GNP, research can help educate communities, stakeholders, and others. The Gorongosa Restoration Project hopes to achieve this objective in part through the creation of a research center.

The Gorongosa Restoration Project uses Geographic Information Systems (GIS) to create maps, graphs, tables, statistics, and other representations that provide useful information on the ecosystem. GIS can provide an essential component of protected area management, enabling the capture, management, analysis, and display of all forms of geographically referenced information. The GIS database uses computer hardware and software to integrate geographic data from a wide range of spatial and temporal scales, including current and historical satellite imagery, aerial photos and surveys, photo points, and ground surveys. All raw data and metadata associated with research and monitoring conducted in GNP will be integrated into the GIS database. Information is linked to specific location data of interest, such as management zones, community associations, districts, or ecological communities, on a high-resolution, and standardized base map.

In addition, the Gorongosa Restoration Project has developed and maintains an internationally accessible Web site to disseminate information, as well as to offer opportunities to maintain contact with researchers and supporters around the globe.

The Gorongosa Restoration Project will undertake the following activities to meet the objective outlined above. Annex A includes priority and Department responsibility for each activity.

2.1. Develop and implement a research strategy for GNP

Activities:

- 2.1.1. Conduct research studies
- 2.1.2. Create partnerships with other research institutions, national and international, for knowledge sharing and staff training
- 2.1.3. Prioritize research needs in order to strengthen GNP capacity
- 2.1.4. Sign Memoranda of Understanding and contracts with research teams
- 2.1.5. Monitor and evaluate implementation of contracts
- 2.1.6. Publish results of research studies for Park Management, government, and academia
- 2.1.7. Build a small research center
- 2.1.8. Equip scientific services and research center
- 2.1.9. Create funding mechanisms and support for a volunteer and internship program

2.2. Create a GIS and database management system

Activities:

- 2.2.1. Create a database
- 2.2.2. Manage information for adaptive management of GNP, with emphasis on using TPCs for selected ecological indicators
- 2.2.3. Support Park planning and decision-making activities, including roads, infrastructure, boundaries, and tourism development
- 2.2.4. Serve as central data repository and information source for all research and management activities in GNP and Greater Gorongosa Ecosystem

2.3. Support traditional knowledge and integrate it into the GNP research strategy

Activities:

- 2.3.1. Conduct an inquiry into existing traditional knowledge from Buffer Zone communities about GNP
- 2.3.2. Identify needs and types of materials to be published
- 2.3.3. Produce draft summaries of informative materials
- 2.3.4. Identify firms specializing in production, editing, and distribution
- 2.3.5. Prepare terms of reference and sign contracts for services to be provided
- 2.3.6. Create a Web site

- 2.3.7. Design information management systems (identify information needs and design files for data collection)
- 2.3.8. Create library and records center
- 2.3.9. Obtain computer equipment and programs for library, records center, and information management systems
- 2.3.10. Design and implement database systems
- 2.3.11. Select, validate, and document relevant traditional knowledge
- 2.3.12. Integrate traditional knowledge into the GNP research strategy, as appropriate

2.4. Promote community conservation education

Activities:

- 2.4.1. Develop locally based conservation education curricula
- 2.4.2. Increase community ability to manage, control, and prevent fires
- 2.4.3. Finalize GNP Community Education Center (CEC)
- 2.4.4. Provide workshops, trainings, and other outreach to communities

3. Promote management of resources through scientific knowledge

GNP will establish joint management relationships with the principal groups of resource users and stakeholders. In addition, GNP will establish, in collaboration with key participants, sustainable usage levels of key resources. It will also identify direct and indirect impacts of resource use activities on the functioning of ecosystems.

Park Management will provide technical advice and expertise to ensure that Park development is planned according to the provisions of the Environmental Law n^o 20/97 of 1st October, the Law n^o 10/99 of 7th July on Forests and Wild Fauna, and international standards for ecological, social, and economic sustainability, and to ensure that Park development is implemented according to the best environmental management practices possible.

Park Management will conduct internal Environmental Impact Assessment (EIA) reviews to guide and improve the design, implementation, and management of Park projects, including necessary measures to eliminate or reduce the negative impacts on air, light, land, water resources, and humans; ecosystems, biodiversity, and ecological relationships; and socio-cultural and economic conditions which affect the lives of local communities. These EIA reviews may include, but are not limited to:

- Administrative headquarters and staff housing;
- Supply depots and mechanical workshops;

- New tourism facilities and activities;
- Roads and airstrips; and
- Community development projects (small dams, boreholes, irrigation, agro-forestry projects).

Park Management will assess the impacts of proposed development projects in the Greater Gorongosa Region, including mines, dams, boreholes, irrigation, agro-forestry projects, etc., and advising Park Management on appropriate actions to eliminate or reduce negative impacts or to improve project design, implementation, and management.

The Gorongosa Restoration Project will undertake the following activities to meet the objective outlined above. Annex A includes priority and Department responsibility for each activity.

3.1. Define levels of sustainable use of key Park resources

Activities:

- 3.1.1. Create and consult inventories of GNP resources
- 3.1.2. Define criteria for identifying key resources
- 3.1.3. Identify key resources for sustainable use
- 3.1.4. Define sustainable management or cyclical use, when appropriate

3.2. Control access to resources and ecosystems

Activities:

- 3.2.1. Identify maximum tourism capacity for different ecosystems
- 3.2.2. Define tourist areas according to maximum tourism capacities and map areas
- 3.2.3. Design tourism routes and access points according to sustainable levels of use
- 3.2.4. Train tourist guides
- 3.2.5. Monitor tourist activities and direct them to desired areas
- 3.2.6. Design and implement system of guide posts to control tourist access
- 3.2.7. Define rules and regulations for access to historic and cultural sites by tourists
- 3.2.8. Train game scouts to monitor illegal traffic of resources

3.3. Conduct health and environmental assessments and monitoring

Activities:

- 3.3.1. Monitor drinking water quality and compliance with safety, hygiene, and health regulations in tourism and staff facilities

- 3.3.2. Create comprehensive waste management program
- 3.3.3. Create and implement comprehensive recycling program
- 3.3.4. Monitor electricity and water consumption
- 3.3.5. Provide guidance on sustainable usage of electricity and water consumption
- 3.3.6. Provide guidance on pest control in tourism and staff facilities
- 3.3.7. Conduct awareness campaigns for staff and tourists
- 3.3.8. Conduct internal environmental impact assessments for infrastructure developments in GNP

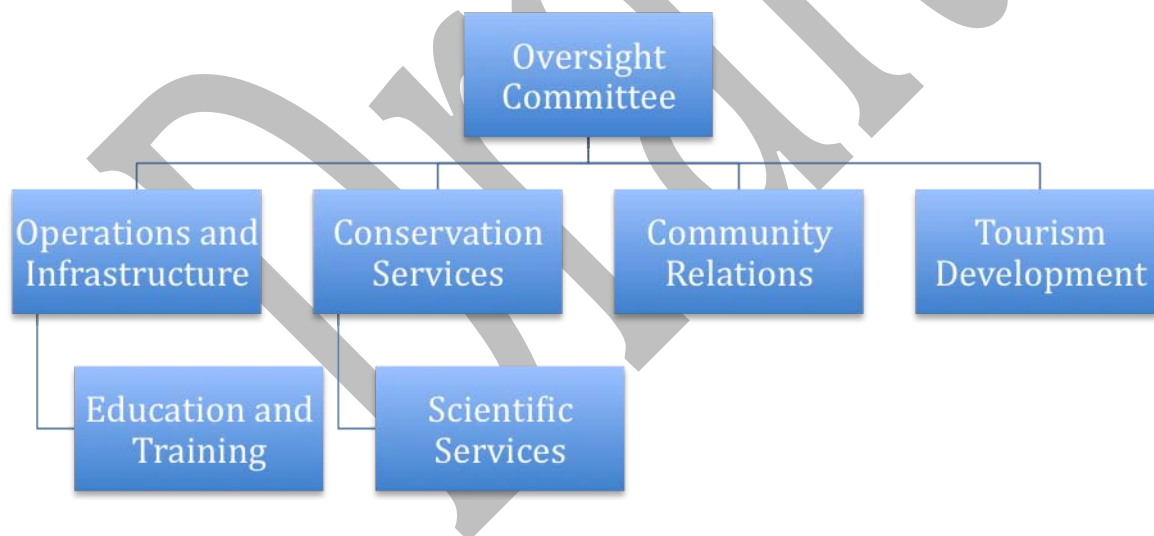
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Chapter VI

Park Management Structure

Gorongosa Restoration Project/Mozambique is a registered office of the Gorongosa Restoration Project, a U.S.-based 501(c) (3) not-for-profit organization. The management structure is designed to facilitate the achievement of all Park objectives: by creating accountabilities; by defining span-of-control on job functions; and by providing oversight for all activities. The Park Management Team employs best practices from both the private sector business world and the non-profit environment to obtain rapid and high-quality results. Figure 5 outlines the Park Management Structure for Mozambique. Annex D includes GNP's Employment Guidelines, as mandated by the LTA.

Figure 5: Park Management Structure (Mozambique)



Oversight Committee

The Oversight Committee will provide the Park Management Team with governance, guidance, and direction on a daily basis. The Oversight Committee consists of one representative appointed by the Minister of Tourism and one representative appointed by the President of the Gorongosa Restoration Project and will meet with the Park Management Team regularly to review Park activities. The Oversight Committee appoints department heads, reports annually on a formal basis to the Minister of Tourism and, among other obligations, reports on the annual budget and annual plan.

Park Management Team

The Park Management Team will have the individual and collective responsibility for the daily management of the Park, and the overall responsibility for the administration of the Park. It will meet no less than once per month to review progress of the annual Park objectives, to discuss solutions to issues requiring the Team's attention, and to facilitate inter-departmental cooperation. If the Team meets in the absence of either member of the Oversight Committee, the Director of Operations and Infrastructure will conduct the meeting and will lead the Park Management Team, serving as "chief operating officer."

In the final quarter of each year, the Operations and Infrastructure Department will, in collaboration with Park Management, coordinate the budget process and plan the activities to be conducted in the ensuing calendar year.

The Park Management Team will ensure the publication, in the first quarter of each year, of the Park's annual report, the financial elements of which will be verified by a public External International Financial Auditor. These annual reports will also be made available to the authorities responsible for inspection and control of public finances, to the Administrative Tribunal and to the Oversight Committee. They also may be distributed to appropriate stakeholder groups for feedback and comments.

Departments

The Department of Conservation is responsible for the conservation programs of the Park, including the management and deployment of the Park's game rangers and all law enforcement related activities, including but not limited to anti-poaching activities. These responsibilities also cover the development and management of the Wildlife Sanctuary, animal reintroduction and animal breeding programs, veterinary programs, and wildfire control programs.

In addition, the Department of Conservation provides scientific services to the Park, under the direction of the Manager of Science. Scientific Services monitors the ecosystem through using highly trained and competent technical resources. Scientific Services collects and evaluates data, develops relationships with world-class academic and other scientific institutions, and provides advice to Park Management.

The Department of Community Relations represents the Park in its relationship with the communities in the Park's Buffer Zone. These responsibilities include establishing community representative bodies and developing Conservation Contracts with each of the local communities. The Department of Community Relations advises communities on the use of shared Park revenue and participates with DPCA in establishing district development plans. This Department provides a liaison between the Park and MITUR in Maputo. It also assists Tourism Operators in fulfilling their duties to any Buffer Zone communities residing near Tourism Operating Areas.

The Department of Tourism Development coordinates (with input from the rest of the Park Management Team) the Tourism Zoning Plan and Tourism Operator Contracts. This Department has the responsibility of identifying potential third-party Tourism Operators, presenting to them the tender opportunities in the Park, and assisting them in achieving their occupancy objectives. In addition, this Department promotes the Park brand on a worldwide basis. As part of this effort, the Department of Tourism Development will create a Park Interpretive Center and will host VIP visitors to the Park.

The Department of Operations and Infrastructure provides business services to all Park Departments. These services include accounting, procurement/contracting, and human resources support. The Operations and Infrastructure Department manages the relationship between the Park and architectural, construction, banking, and insurance firms. This Department plans new facilities and manages the Park's Infrastructure maintenance program. It also oversees the tender process for signing agreements with third-party Tourism Operators as well as the business relationship with Tourism Operators who sign Tourism Operator Contracts. The Department of Operations and Infrastructure will include Education and Training, which is responsible for developing curricula and implementing education and training programs for employee capacity development in all of the Park Departments, and for implementing conservation education programs with Buffer Zone communities.

Chapter VII

Buffer Zone Communities

The creation of a Buffer Zone is provided for in Article 10 of Law n^o 10/99 of 7th July on Forests and Wild Fauna: “It is incumbent upon the Council of Ministers to establish a Buffer Zone around any protection zones where multiple uses may be permitted subject to such restrictions as the respective Management Plan may establish.” According to the Law, the Buffer Zone encompasses the land in an approximately 10-km-wide area around Park boundaries.

The restoration of GNP aims to improve the lives of people living near the Park through economic development in central Mozambique. Part of the Gorongosa Restoration Project’s mission is to create a mutually beneficial relationship between the Park and the communities. For this to succeed, Park Management must include local communities in its efforts, and its work must be compatible with the objectives of every level of the Mozambican government and incorporated into District Development plans. All interactions with Buffer Zone communities will adhere to the laws of Mozambique and the stated mission of GNP:

- We will improve the health, education, and standard of living of human communities near the Park. We will create a mutually beneficial relationship between the Park and the communities by assisting them in the establishment of their land rights, resource management practices, and democratic and socioeconomic institutions. We will disseminate knowledge through public education programs and engage national and international stakeholders in our decision-making processes. We will seek community support of the Park’s conservation strategy.
- We will stimulate economic activity in central Mozambique through the encouragement of private sector Park-related businesses. We will train and employ community members for Park positions.

GNP has an important relationship with communities in the Buffer Zone. According to the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique’s National Parks and Reserves, 16 percent of the Park’s revenue is committed to the Buffer Zone communities. This revenue must be used for community development according to the Land Law n^o 20/97 of 1st October, the Environmental Law n^o 20/97 of 1st October, and the Law n^o 10/99 of 7th July on Forests and Wild Fauna. Mozambique’s legal statutes, GNP’s zoning plan, and the Ecological Management Plan guide land use activities in the Buffer Zone.

Park Management will work with local communities in the Buffer Zone to develop Conservation Contracts that allow this Park revenue to be shared with them in exchange for working with GNP to achieve the Park’s conservation goals. This co-management strategy is one way the Gorongosa Restoration Project involves local

communities in conservation biodiversity activities and provides local communities with sustainable incentives to protect the ecosystem.

Since the beginning of the Gorongosa Restoration Project, GNP has contributed to community development through programs that engage communities in the conservation effort and help them benefit from the Park's existence. GNP's Community Relations Department is committed to programs such as conservation education, income-generating local projects, improved access to health and education services, and training in sustainable agricultural practices that will help to alleviate the pressure on local biodiversity. GNP's Community Relations Department has already built a health clinic and a school, and helped start a Sustainable Agriculture Association in the village of Vinho.

Activities outlined in the Ecological Management Plan detail the work that Park Management will undertake to help local communities improve their livelihoods, farming, and revenue sharing with GNP, according to the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique's National Parks and Reserves.

Park Management will consult with Buffer Zone communities through community planning meetings. As the Park Management Plan is refined over time, Park staff will inform and consult with communities and other stakeholders in GNP's Buffer Zone.

Land Use Practices

The LTA provides the following guidelines for approved activities in the Buffer Zone of the Park:

- Controlled ecotourism activities;
- Subsistence hunting for household consumption;
- Community-based safari hunting;
- Game farming consistent with the wildlife reintroduction objectives of the Park;
- Collection of fire wood for household consumption;
- Bee-keeping and collection of other non-forest products such as medicinal plants for household consumption;
- Sustainable social infrastructure development;
- Sustainable agriculture projects; and
- Sustainable exploration of forests.

The following activities are prohibited: large-scale water resources development or extraction projects that result in significant adverse change in the water quantity or quality to the Park, and mining.

GNP's ecosystem faces a long-term threat of damage from the approximately 120,000 people who currently live in the Park's Buffer Zone. The slash-and-burn agricultural practices and charcoal production of local subsistence farmers

threaten the health of the ecosystem, including the watershed, by creating barren patches across the landscape of Mount Gorongosa and surrounding areas.

Resettlement of Communities Inside GNP

Estimates indicate that approximately 5,000 people live within the boundaries of Gorongosa National Park, posing a threat to the ecosystem through activities such as fishing, agriculture, poaching, and uncontrolled fires. These activities cause disturbances including deforestation, interference with animal migration routes, and human-wildlife conflicts.

A resettlement plan in the Ecological Management Plan describes the Gorongosa Restoration Project's plan for encouraging these communities to move to more sustainable locations. In developing and carrying out this plan, Gorongosa Restoration Project will carefully follow the guidelines and steps defined in "Strategies to Mitigate Human-Wildlife Conflict–Mozambique."(2009)

Mount Gorongosa

Protection of Mount Gorongosa falls under the Environmental Law n° 20/97 of 1st October, Cap IV, Article 11 and Article 12, "all activities are prohibited which are against conservation, reproduction, quality and quantity of biological resources, especially endangered species."

Located in GNP's Buffer Zone, 1863-meter Mount Gorongosa feeds rivers that sustain the floodplains and wildlife of the Park and provide perennial water supply for domestic use and irrigation potential for thousands of people living in GNP's Buffer Zone.

Mount Gorongosa's communities and the Buffer Zone's other communities are home to subsistence farmers who sell a small portion of their produce at markets for small annual incomes and use the rest to feed their families. They plant maize, sorghum, pineapples, bananas, mangos, potatoes, beans, peanuts, and other small crops across the landscape. Land use on the mountain is dominated by widespread forest clearing for small cultivator plots (called "machambas") using slash-and-burn techniques. There are many intensive and widespread fires associated with settlements, burning pristine forest.

Farmers clear sizeable plots, many as large as several hectares, for the purpose of growing potatoes as a cash crop within the moist evergreen rainforest, up to an altitude of 1,500 meters and higher. To do this, they burn extensive areas of the mountain. This type of agriculture depletes the soil's nutrients, and within a few years the fields must be abandoned. As farmers move on to find suitable land, more trees are cut higher on the mountain to create new machambas. As a result, the soil of the denuded land washes away in the rainy season, destroying not only the mountain's lush forest, but also polluting waterways below through erosion, siltation, and pesticides.

Slash-and-burn agriculture encroachment and uncontrolled fire escaping from hunting or clearing are the two main destructive forces behind the loss of the

forest ecosystem on Mount Gorongosa. GNP's entire ecosystem will be affected if Mount Gorongosa loses its forest to unsustainable agriculture practices. The Park, its Buffer Zone communities, and Beira city water consumers will lose their main source of fresh water because the mountain will no longer soak up the annual rainfall and release it throughout the year. Park Management fears that large barren patches will erode and cause silt to build up in and block the waterways. Proposed solutions include tree planting to control erosion and conservation education to help protect the biodiversity on the mountain and plains by teaching local communities to change unsustainable agricultural practices.

As outlined in the Ecological Management Plan, Park Management will develop income-generating projects and conduct training sessions on sustainable farming so that communities will have alternatives to current unsustainable farming practices threatening the forest and water supply. Eventually, community involvement in ecotourism will also provide sustainable alternatives to current practices that will take the pressure off local natural resources.

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Annex A

Action Plan for Ecological Management Plan

Ecological Management Plan activities are listed by objective, with department responsibility and priority.

Goal:	Department	Priority			
	CS=Conservation Services CR=Community Relations OI=Operations & Infrastructure Development TD=Tourism Development	1 st	2 nd	3 rd	4 th
To protect, conserve and administer the natural resources of GNP in a sustainable way in order to ensure economic, ecological and social benefits for all stakeholders.					
Objective 1:					
Conserve the ecosystems, biodiversity, and historical and cultural legacy of GNP					
Sub-objective 1.1 Protect the gene pool of GNP species					
1.1.1 Conduct inventories of flora and fauna species at GNP and create a habitat and vegetation map	CS	✓			
1.1.2 Establish a system for a census every four years	CS			✓	
1.1.3 Identify the principal large mammal species that are lacking or that are not genetically or demographically viable	CS	✓			
1.1.4 Reintroduce populations of key or critical species whose reproduction would be viable	CS	✓			
1.1.5 Maintain Wildlife Sanctuary for key reintroduced species	CS	✓			
1.1.6 Improve Wildlife Sanctuary (e.g., water supply);	CS	✓			
1.1.7 Establish and equip veterinary laboratory component in the Wildlife Sanctuary	CS	✓			
1.1.8 Establish water laboratory component to Wildlife Sanctuary	CS			✓	
1.1.9 Establish a system of thresholds of potential concern (TPCs) for populations of key species	CS				✓
1.1.10 Identify the threats to viability for populations of key species and design appropriate responses	CS				✓
Sub-objective 1.2 Maintain the integrity and viability of species, fauna, and endemic habitats					
1.2.1 Establish TPCs for habitats of critical species	CS				✓

1.2.2	Establish monitoring system to track the performance of populations in ecosystem in relation to TPCs	CS	✓			
1.2.3	Develop capacity to respond to exceeding of TPCs, when necessary	CS				✓
1.2.4	Understand vegetation successions and consequences on habitat structures	CS			✓	
Sub-objective 1.3 Preserve hydrological resources and landscapes in the Park						
1.3.1	Identify the possible impact to water quality of land use (i.e., industrial development and agricultural practices) around the Greater Gorongosa Ecosystem, with emphasis on soil erosion and siltation	CR/CS	✓			
1.3.2	Establish a presence for GNP in decision-making institutions	CR			✓	
1.3.3	Assist with the development of sustainable agriculture outreach program	CR		✓		
1.3.4	Monitor turbidity in rivers draining into the Park	CR				✓
1.3.5	Establish a system of TPCs for water quality	CS		✓		
1.3.6	Establish a system of TPCs for groundwater abstractions from shared aquifers				✓	
Sub-objective 1.4 Restrict the presence and introduction of invasive species						
1.4.1	Identify and map the distribution of invasive species	CS			✓	
1.4.2	Determine the threat level to GNP of the principal invasive species	CS				✓
1.4.3	Understand the underlying factors for success of invasive species	CS				✓
1.4.4	Design and implement a program to monitor and eradicate invasive species, as necessary	CS				✓
1.4.5	Create an observation program to detect new invasive species	CS				✓
Sub-objective 1.5 Protect the landscape, drainage basins, and places of historical and cultural value						
1.5.1	Identify and map existing ecologically important drainage basins and historical locations of cultural importance	CS/CR			✓	
1.5.2	Identify threats	CS/CR			✓	
1.5.3	Define environmental flow requirements for GNP inflows and outflows	CS			✓	
1.5.4	Install hydrometric water monitoring network for surface and ground water	CS		✓		
1.5.5	Develop and implement protection and mitigation strategies	CS			✓	

1.5.6	Develop plans for joint management with appropriate participants	TD			✓	
1.5.7	Monitor effects	CS/CR/OI				✓
Sub-objective 1.6 Involve Buffer Zone communities in GNP management and share the benefits						
1.6.1	Develop, sign, and monitor conservation contracts with communities	CR, CS			✓	
1.6.2	Develop strong partnerships and revenue-sharing relationship between GNP and local communities	CR			✓	
1.6.3	Evaluate land use at appropriate map scale	CR, CS			✓	
1.6.4	Develop micro zones with community consultation for land-use management of the Buffer Zone	CR, CS			✓	
1.6.5	Analyze existing DPCA environmental zoning plans to develop land-use management	CR, CS			✓	
1.6.6	Work with District governments in land-use zoning	CR, CS			✓	
1.6.7	Assist with development of sustainable land use and income generating projects with communities living in the Buffer Zone	CR, CS			✓	
1.6.8	Create working relationship with hunting concessionaires (Coutadas), forest concessionaires, license holders of land for commercial agriculture and mining enterprises that share a boundary with the Buffer Zone	CR, CS			✓	
Sub-objective 1.7 Minimize the occurrence of wildfires						
1.7.1	Study the ecology of fires in GNP	CS			✓	
1.7.2	Identify the causes of wildfires and develop appropriate responses	CS			✓	
1.7.3	Develop a program of wildfire management (controlled burns, firebreaks, monitoring, and observation posts)	CS			✓	
1.7.4	Involve local Buffer Zone communities and District governments in program to control wildfires	CR			✓	
1.7.5	Encourage and facilitate changes in ways local communities use natural resources	CR				✓
1.7.6	Establish an effective monitoring and evaluation system for the wildfire management program	CS			✓	
1.7.7	Analyze opportunities for joint management with tourism operators	TD, OI, CS	✓			
1.7.8	Identify or establish lines of communication to facilitate information and knowledge sharing and to facilitate conflict resolution	CR	✓			
1.7.9	Train local communities in fire management	CR, CS, OI	✓			

Sub-objective 1.8 Resettle Human Communities in GNP outside the Park's borders and ensure the integrity of GNP's boundaries						
1.8.1	Establish lines of communication with communities living inside GNP	CR	✓			
1.8.2	Provide communities with regulation history of Park boundaries and laws	CR		✓		
1.8.3	Conduct socio-economic survey and census of GNP communities	CR		✓		
1.8.4	Conduct meetings with GNP communities	CR		✓		
1.8.5	Create timeline for resettlement	CR		✓		
1.8.6	Implement rights-based land management plans with communities	CR			✓	
1.8.7	Monitor resettlement in Buffer Zone or other identified areas	CR				✓
1.8.8	Promote settlement that avoids human-wildlife conflict	CR			✓	
Sub-objective 1.9 Diminish or eliminate illegal poaching within GNP						
1.9.1	Study and monitor incidence and frequency of illegal poaching, motivations, and connections at local and regional levels	CS		✓		
1.9.2	Enforce applicable laws and propose stricter improvements	CS	✓			
1.9.3	Establish an efficient control system, including information gathering on incidence and frequency according to location	CS			✓	
1.9.4	Establish effective and lasting coordination with local governments including the judiciary in surrounding districts to prevent poaching and handle violators	CS, CR			✓	
1.9.5	Study and promote alternative sources of protein	CS			✓	
Sub-objective 1.10 Reduce human-wildlife conflicts						
1.10.1	Monitor incidents	CS, CR	✓			
1.10.2	Develop human-wildlife conflict strategy	CS, CR		✓		
1.10.3	Remove problem animals	CS		✓		
1.10.4	Develop plan for a game capture unit to move problem animals back into GNP	CS		✓		
1.10.5	Explore fencing for crop protection and human safety	CS				✓
Sub-objective 1.11 Conserve Mount Gorongosa						
1.11.1	Designate land-use zones	CR, CS	✓			

1.11.2	Achieve legal status as a protected area for area above 700m on Mount Gorongosa	CS		✓		
1.11.3	Conduct research studies to better understand Mount Gorongosa's ecosystem			✓		
1.11.4	Stabilize eroded areas along river and stream banks	CR	✓			
1.11.5	Assist district government with promotion of sustainable agricultural methods to prevent deforestation	CR	✓			
1.11.6	Assist district government with establishment income-generation programs	CR	✓			
1.11.7	Determine critical number of tree nurseries	CR	✓			
1.11.8	Manage tree nurseries	CR	✓			
1.11.9	Conduct wildfire prevention activities, including fire trainings and cold burns	CR, CS	✓			
1.11.10	Support district government to establish community co-management of specific forests	CR, CS		✓		
1.11.11	Support district government by providing plant specimens to the National Herbarium of Mozambique in order to document endemic species	CR, CS			✓	
1.11.12	Introduce eco-tourism activities	CR, CS, TD			✓	
1.11.13	Assist district government with building water tanks for community use near water sources	CR, CS, OI			✓	
1.11.14	Promote community activities that encourage sustainable forest use	CR	✓			
1.11.15	Install weather station	CS			✓	
1.11.16	Monitor mountain restoration activities	CR, CS, TD		✓		
Sub-objective 1.12 Extend the boundaries of GNP						
1.12.1	Submit Legislative Decree to include Coutada 1, part of Coutada 3, the Dingue Dingue wetlands, and Mount Gorongosa into GNP boundaries	CS	✓			
1.12.2	Obtain official acceptance by MITUR to extend the boundaries	CS	✓			
1.12.3	Develop land-use zoning plans for extended GNP boundaries	CS, CR		✓		
Objective 2: Provide opportunities for better understanding of the ecosystem through scientific study, education, and knowledge sharing						
Sub-objective 2.1 Develop and implement a research strategy for GNP						
2.1.1	Conduct research studies	CS		✓		
2.1.2	Create partnerships with other research institutions, national and international, for knowledge sharing and staff training	CS	✓			

2.1.3	Prioritize research needs in order to strengthen GNP capacity	CS		✓		
2.1.4	Sign Memoranda of Understanding and contracts with research teams	CS	✓			
2.1.5	Monitor and evaluate the implementation of contracts	CS	✓			
2.1.6	Publish results of research studies for Park Management, government, and academia	CS			✓	
2.1.7	Build a small research center	CS			✓	
2.1.8	Equip scientific services and research center	CS			✓	
2.1.9	Create funding mechanisms and support for a volunteer and internship program	CS				✓
Sub-objective 2.2 Create a GIS and database management system						
2.2.1	Create a database	CS		✓		
2.2.2	Manage information for adaptive management of GNP, with emphasis on using TPCs for selected indicators	CS		✓		
2.2.3	Support Park planning and decision-making activities, including roads, infrastructure, boundaries, and tourism development	CS		✓		
2.2.4	Serve as a central data repository and information source for all research and management activities in GNP and in the Greater Gorongosa Ecosystem	CS		✓		
Sub-objective 2.3 Support traditional knowledge and integrate it into the GNP research strategy						
2.3.1	Conduct an inquiry into existing traditional knowledge from Buffer Zone communities about GNP	CR, CS				✓
2.3.2	Identify needs and the types of materials to be published	CR, CS		✓		
2.3.3	Produce draft summaries of informative materials	CS		✓		
2.3.4	Identify firms specializing in production, editing, and distribution	CS		✓		
2.3.5	Prepare terms of reference and sign contracts for services to be provided	CS				✓
2.3.6	Create a Web site	CS				✓
2.3.7	Design information management systems (identify information needs and design files for data collection)	CS				✓
2.3.8	Create a library and a records center	CS				✓
2.3.9	Obtain computer equipment and programs for the library, the records center, and for information management systems	CS				✓
2.3.10	Design and implement database systems	CS			✓	
2.3.11	Select, validate, and document relevant traditional knowledge	CS			✓	

2.3.12	Integrate traditional knowledge into the GNP research strategy, as appropriate	CS			✓	
<u>Sub-objective 2.4 Promote community conservation education</u>						
2.4.1	Develop locally-based conservation education curricula	CR, OI	✓			
2.4.2	Increase community ability to manage, control, and prevent fires	CR/CS	✓			
2.4.3	Finalize GNP Community Education Center (CEC)	OI	✓			
2.4.4	Provide workshops, trainings, and other outreach to communities	CR	✓			
Objective 3: Promote management of resources through scientific knowledge						
<u>Sub-objective 3.1 Define levels of sustainable use of key Park resources</u>						
3.1.1	Create and consult inventories of GNP resources	CS	✓			
3.1.2	Define criteria for identifying key resources	CS	✓			
3.1.3	Identify key resources for sustainable use	CS	✓			
3.1.4	Define sustainable management or cyclical use, when appropriate	CS, OI		✓		
<u>Sub-objective 3.2 Control access to resources and ecosystems</u>						
3.2.1	Identify the maximum tourism capacity for different ecosystems	CS, OI		✓		
3.2.2	Define tourist areas according to the maximum tourism capacities and map the areas	CS, OI		✓		
3.2.3	Define tourism routes and access points according sustainable levels of use	CS, TD, OI			✓	
3.2.4	Train tourist guides	CS, TD, OI				✓
3.2.5	Monitor tourist activities and direct them to desired areas	CS, TD				✓
3.2.6	Design and implement a system of guide posts to control tourist access	CS		✓		
3.2.7	Define rules and regulations for access to historic and cultural sites by community members and tourists	CR, TD			✓	
3.2.8	Train game scouts to monitor illegal traffic of resources	CS			✓	
<u>Sub-objective 3.3 Conduct health and environmental assessments and monitoring</u>						
3.3.1	Monitor drinking water quality and compliance with safety, hygiene, and health regulations in tourism and staff facilities	CS	✓			

3.3.2	Create comprehensive waste management program	CS, OI	✓			
3.3.3	Create and implement comprehensive recycling program	CS, OI	✓			
3.3.4	Monitor electricity and water consumption	CS		✓		
3.3.5	Provide guidance on sustainable usage of electricity and water consumption	CS		✓		
3.3.6	Provide guidance on pest control in tourism and staff facilities	CS		✓		
3.3.7	Conduct awareness campaigns for staff and tourists	CS, TD			✓	
3.3.8	Construct internal environmental impact assessments for infrastructure developments in GNP	CS		✓		

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Annex B Draft Tourism Operator Contract

TOURISM OPERATOR CONTRACT

FOR

PARQUE NACIONAL DA GORONGOSA

OCTOBER 2009

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THIS TOURISM OPERATOR CONTRACT is made on the [___] day of [___] of 2010.

BETWEEN

- (1) **The MINISTRY OF TOURISM (“MITUR”) AND THE GORONGOSA RESTORATION PROJECT (“GRP”) hereinafter referred to as the Grantors; and**
- (2) [___] as the **Operator.**

WHEREAS

- (A) The Grantors wish to generate income through the outsourcing of tourism opportunities in Parque Nacional da Gorongosa.
- (B) MITUR has the object of, inter alia, the establishment, preservation, conservation and study in Parque Nacional da Gorongosa of wild animal, plant life and objects of geological, archaeological, historical, ethnological, educational and other scientific interests and matters related and incidental thereto and to events in or the history of the Park, in such a manner that the area which constitutes the Park is, as far as may be and for the benefit and enjoyment of visitors, retained in its natural state. And, MITUR wishes to expand the tourist and income generating potential of Parque Nacional do Gorongosa by making various operating opportunities available to appropriate and reputable eco-tourism operators.
- (C) By Internal Resolution n° 4/2007, of 18 of December, the Government of Mozambique approved the Agreement for the Long Term

Administration of National Park of Gorongosa (hereafter referred to as “LTA”)

(D) In addition to that, on the 27th of December of 2007, MITUR, signed the LTA with the North American based not for profit Gregory C. Carr Foundation. The Gregory C. Carr Foundation subsequently changed its name to the Gorongosa Restoration Project.

(E) The purpose of the LTA is: “to jointly develop the administration of the Gorongosa National Park in order to ensure that the ecosystem will be preserved and that a sustainable tourism industry will be established.”

The LTA has a term of twenty years with a possible extension. It specifies that the Park will be governed by an Oversight Committee that in turn shall manage Park departments. The Oversight Committee has established a Department of Conservation, a Department of Operations and Infrastructures, a Department of Community Relations and a Department of Tourism Development. In sum, the LTA is the constitution for a Public-Private Partnership between The Grantors to manage the Park.

(F) Specific guidelines related to tourism operators are provided for in the LTA, namely, that the Tourism Policy and Strategy of the Republic of Mozambique promote the maximization of social and economic benefits from tourism resources for the nation as a whole on a sustainable basis.

It is therefore the intention of the parties to the LTA to develop in the Park and in the surrounding areas a sustainable tourism industry dedicated to the maintenance of the ecological integrity that will stimulate the economic growth of the Sofala Province and of Mozambique as a whole.

Based on the foregoing, the Park Management shall have as its main goal the creation and implementation of a master tourism strategy for the Park and all the surrounding areas of the Park and shall undertake the development of a sustainable tourism industry. Within its attributes, an enabling environment will be created wherein third parties shall invest in the Park, creating both lodging and tourism activities businesses.

- (G) The LTA specifies that the Operations and Infrastructures Department will prepare the tender documents and launch the tenders for tourism operations in the Park. The selection of the winning tender shall be carried out by the entire Park Management Team according to the laws of Mozambique.
- (H) The Operator has expertise in the provision of accommodation and related services for visitors to Parque Nacional da Gorongosa and facilities in connection therewith.
- (I) The Grantors wish to enter into a Tourism Operators Contract for the purposes of undertaking the Project with the Operator.
- (J) The Parties desire to implement this Tourism Operator Contract in the spirit of co-operation and mutual support to achieve the Operator's commercial objective of operating a profitable eco-tourism destination whilst at the same time allowing The Grantors to conserve the Parque Nacional da Gorongosa as they are enjoined to do in terms of Mozambican law.

NOW THEREFORE the Parties agree as follows -

1 DEFINITIONS AND INTERPRETATION

- 1.1 The headings in this Tourism Operator Contract, the Annexures and the Schedules are for convenience purposes only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.
- 1.2 Words importing the singular only, also include the plural and vice versa where the context requires.
- 1.3 Any reference to any agreement, Schedule or Annexure shall be construed as including a reference to any agreement, Schedule or Annexure amending or substituting that agreement, Schedule or Annexure.
- 1.4 If any definition in this Clause 1 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it were a substantive provision in the body of this Tourism Operator Contract.
- 1.5 In this Tourism Operator Contract, the Annexures and the Schedules and the following words and expressions shall have the meanings hereby assigned to them when said terms are used with a capitalised first letter:

“Access”

the routes (roads and airstrips) indicated on the map in Annexure II, and as described in AnnexureII, by which the Operator will gain access to and egress from the Operating Area;

“Act”

the Mozambican laws regulating the control and management of nature reserves and of Parque Nacional da

Gorongosa, including the LTA;

“Annexure”

Annexures hereto;

**“Associated
Agreements”**

the contracts related to the financing, operation, maintenance and management of the Operating Area or otherwise entered into by the Operator in connection with the Project, including, but not limited to, those contracts listed in Annexure I;

**“Best Industry
Practice”**

the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced contractor or professional seeking in good faith to comply with his contractual obligations, complying with all applicable legislation and laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those envisaged by this Tourism Operator Contract, the intention being that an acceptable balance shall be maintained between tourism and conservation, based on ISO 9001 - 2008

and as advised by ISO/TR 14062;

- “Bid Submission”** the bid for the Project submitted by the Operator and accepted by The Grantors;
- “Buffer Zone”** areas outside and adjacent to the Park that are part of the greater Gorongosa ecosystem over which the Park has partial jurisdiction, in particular for protection of the water catchment of the Park and for other conservation protection; and for tourism zoning;
- “Business Day”** a normal business day excluding weekends and statutory public holidays;
- “Conservation Management”** the management of biodiversity in all its facets and fluxes in a manner that is consistent with the principles and objectives of the new Park Management Plan and Business Plan of Parque Nacional da Gorongosa;
- “Construction Phase”** the phase between the Signature Date and the Effective Date in which Construction Works are carried out;
- “Construction Site”** that part of the Operating Area, designated as Zone 3, required for the Construction Works;

“Construction Contracts”

the design and construction contracts entered into by the Operator;

“Construction Schedule”

the details for commencement, completion and carrying out of Construction Works (including milestone dates for completion and commissioning) as agreed with the GRP, and to be used by the GRP for the purpose of environmental monitoring;

“Construction Works”

the design, construction, rehabilitation, repair and/or commissioning of the relevant Operating Assets in accordance with the present Contract and the Construction Contracts;

“Contract”

the present Tourism Operator Contract, including its Annexures, entered into between the Parties.

“Corporate Documents”

the documents of the Operator related to its incorporation in Mozambique, ownership structure, articles of incorporation, financial history of the

Operator and biographies of senior management.

**“Development
Period”**

the period between the Signature Date of this Operators Contract and the Effective Date;

“Effective Date”

the day after the date when the compliance events specified in Clause 18 have been fulfilled to the Oversight Committee’s satisfaction;

**“Environmental
Impact Assessment”**

or ‘EIA’, the process of assessing the environmental effects of a development and its subsequent operation, carried out in accordance with applicable Regulatory Provisions and guidelines;

**“Environmental
Guidelines”**

the environmental guidelines for Operators operating within the Park set forth in Annexure V, as included in the Park Management Plan, and as revised and updated by the Park Management from time to time;

or EMP, the legally binding agreement entered into between the project

“Environmental Management Plan”

developer and the environmental authority, which becomes the basis for monitoring compliance with the EIA during both the Construction and Operating Period. The EMP will form the basis of the environmental performance conditions in the Contract between the Operator and the GRP.

the final design for the Construction Works;

the financial year of the Operator;

“Final Design”

the Operators financial offer included in the Bid Submission;

“Financial Year”

has the meaning set forth in Clause 15;

“Financial Offer”

the generally accepted accounting principles implemented in accordance with the General Accounting Plan in force in Mozambique, as approved by Resolution n^o 13/84 of the 14th of December; means The Grantors;

“Force Majeure”

“Generally Accepted Accounting Principles”

the total amount paid by the tourists for lodging, meals and activities during their visit to the Park, exclusive of agent fees or

commissions. The GRP shall rely upon Operator disclosure of this amount but shall also estimate this if necessary from published rates;

“Grantors”

“Gross Revenue”

“GRP”

means the Gorongosa Restoration Project;

“Law Enforcement”

means all activities carried out by Park Rangers under Law n. ° 10/99 of the 7th of July and according to the Estatuto do Fiscal de Florestas e Fauna Bravia, approved by Ministerial Diploma n. ° 128/2006 of the 12th of July;

**“Lender” or
“Lenders”**

any or all Persons providing loan facilities, credit facilities or guarantee facilities to the Operator for the financing of the Project in terms of the Loan Agreements;

“Loan Agreement”

such agreement or agreements as may be entered into by the Operator and the Lenders in respect of loan facilities, credit facilities or guarantee facilities provided to the Operator for the financing of the

Operator's obligations under this Operators Contract;

"Material Environmental Damage"

means any change in the environment within the Operating Area caused by the Operator as a result of any activity, whether engaged in by the Operator, its sub-contractors or any other person under its control, where the change results in a material adverse effect on the ecological integrity of the environment or on the ability of the eco-system within the Operating Area to recover or which will have a material effect in the future, as determined by the Department of Conservation and verified by an independent environmental consultant, and when applicable, as measured against the EIA or any subsequent EIA;

"Minimum Occupancy"

Means a percentage of the tourism beds – usually thirty per cent of the Operating Area occupancy for the Operating Year – that shall be used to calculate the minimum Occupancy-based Conservation Contribution;

"Minimum Rental"

has the meaning described in Clause 9.2 (a);

**“Operation,
Management and
Maintenance” or
“Operate, Manage
and Maintain”**

all activities necessary for the operation, management and maintenance of the Operating Assets in accordance with this Tourism Operator Contract;

**“Operator
Developments”**

Fixed commercial facilities, which are funded by the Operator as part of this Contract;

“Operating Period”

the period specified in Clause 2.3 and any extensions thereof in accordance with this Tourism Operator Contract;

“Operating Rights”

all the rights conferred and obligations imposed on the Operator pursuant to this Tourism Operator Contract for the purposes of the Project, including, without limitation, the right to traverse and use, including to, finance, commission, operate, manage, maintain, repair, charge and collect and raise revenues from the Project;

“Operating Area”

the portion of the Park described in Annexure II;

an ecological, operational, roads and

“Operating Area Management Plan”

infrastructure, and community engagement plan for the Operating Area prepared jointly by Park Management and by the Operator, and compatible with the Park Management Plan;

“Operating Area Occupancy”

the total number of beds permitted in the Operating Area, including allowable tourism beds and staff beds;

“Operating Assets”

collectively the movable and immovable assets acquired or constructed by the Operator for the Project during the Operating Period;

“Operating Year”

that portion of the calendar year that the Operating Area is open for tourism activity as determined by Park Management Team according to seasonal variation;

“Operators’ Forum”

means a meeting to be held in the fourth quarter of the calendar year with the Park Management Team, the Oversight Committee and all Operators in which the GRP shall provide the Operators with a transparent accounting of the budget of the GRP and the historical and planned use of their Conservation Fees and shall

provide information to the Operators on proposed changes to the Park Management Plan and/or Environmental Guidelines. The GRP shall receive feedback from the Operators on requested changes to Park policy or practice.

**“Oversight
Committee”**

the Committee formed by one individual selected by the MITUR and one individual selected by the GRP who together provide daily oversight to the Park Management Team of the Gorongosa Restoration Project and who approve modifications to the Environmental Guidelines. The Grantors

the Parque Nacional da Gorongosa;

“Park”

**“Park Management
Plan”**

means the document as defined in Law n° 10/99 of July 7th, that shall be prepared by the Park Management Team, created for the general management of the whole of the Park and the Buffer Zone which

shall consist of four components, namely:
a Vision Statement and Mission Statement, a Sustainable Business Model, Zoning Plans and an Ecological Management Plan;

“Park Management Team”

the senior management of the Park selected by the Oversight Committee which directs the Departments of Conservation, Operations and Infrastructure, Community Relations and Tourism Development and/or other departments as determined necessary for the management of the Park by the Oversight Committee, responsible for the overall management of Parque Nacional da Gorongosa;

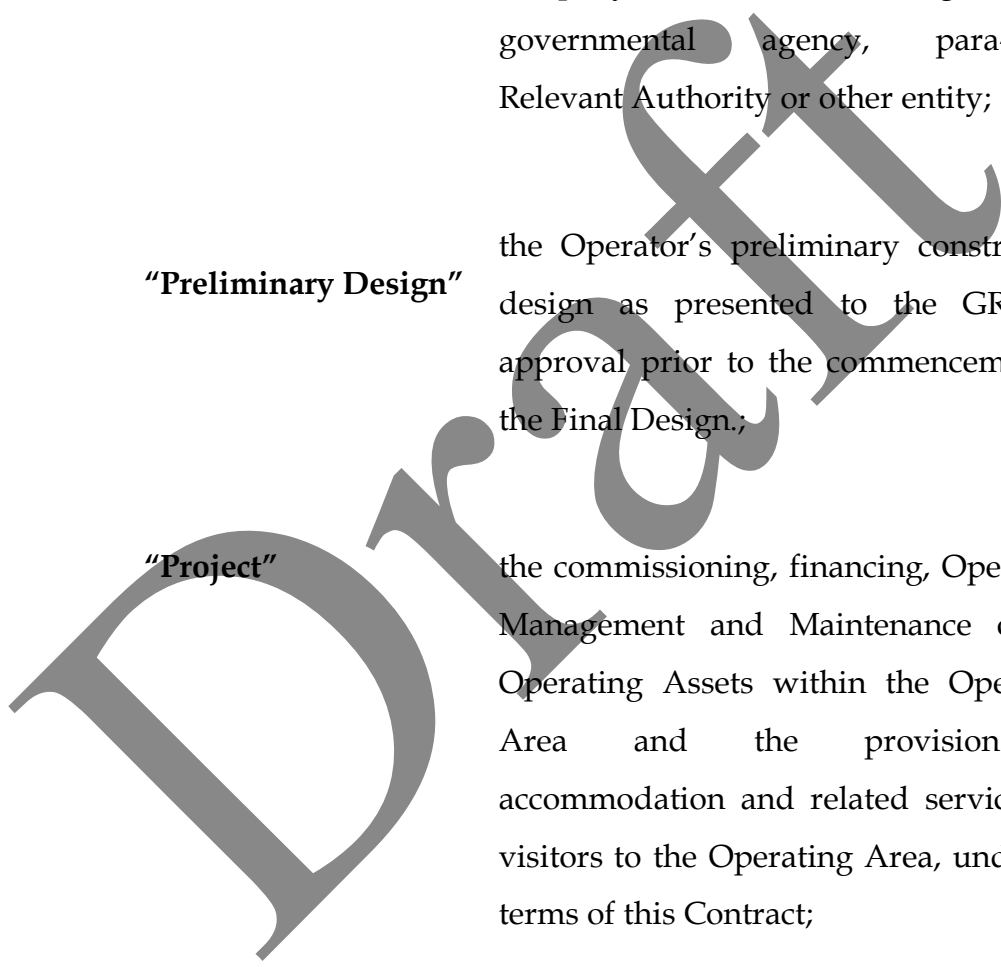
“Park Entrance Fees”

means the fees collected by the GRP for daily admission (or by the Operator on behalf of the Park) at entrance gates, airstrips or otherwise. The fees are established and modified from time to time in the Park Management Plan and allocated for use according to Mozambican Law;

“Party”

MITUR, GRP or the Operator, as the case may be;

“Parties”	collectively, MITUR, GRP and the Operator;
“Performance Bond”	a performance bond of the nature specified in Clause 3.9;
“Person”	any individual, partnership, corporation, company, business, organisation, governmental agency, para-statal, Relevant Authority or other entity;
“Preliminary Design”	the Operator’s preliminary construction design as presented to the GRP for approval prior to the commencement of the Final Design.;
“Project”	the commissioning, financing, Operation, Management and Maintenance of the Operating Assets within the Operating Area and the provision of accommodation and related services for visitors to the Operating Area, under the terms of this Contract;
“Public Areas”	means the Zone 3A areas of the Park as described in the LTA and Annexure II available for use by public accommodation visitors as well as Zone 2 areas available for recreational activities run by operators and/or the Park;



“Ranger”

an employee of the GRP who shall have been trained and certified by the Director of Conservation to conduct law enforcement and conservation activities in the Park, and to engage with tourists and Operators;

“Ranger Post”

a camp inside an Operating Area, Public Area or other area of the Park utilized by Rangers for accommodation and the conducting of their duties;

“Regulatory Provisions”

(a) the Environmental Guidelines set forth in Annexure V;

(b) collectively the prevailing laws, regulations, ordinances, policy directives and standards of the State and any Relevant Authority which in any way affect or apply to the Project and/or the activities of the Operator and/or this Operators Contract from time to time or, if the context is appropriate, any one of them and where appropriate includes the Park Regulations, Park Rules and Park Management Plan;

“Relevant Authority” any ministry, department, provincial or local agency, authority or body of the State and any other public authority, body, entity or Person having jurisdiction under the laws of the State with respect to the Operator or the Project;

“Remedy Period” the period granted by either party to the other, during which the one party must take action to make good the damage or rectify the notified default;

“Responsible Persons” For the purposes of Clause 13, any Contractor, sub-contractor at any level, agent, servant, officer or employee of the Operator;

“Rights of Way” The route indicated on the map in Annexure II, and as described in Annexure III, in terms of which the Operator will gain access to and egress from the Operating Area (subject to Clause 2.4);

“Schedule” a schedule hereto;

“Signature Date” the date on which The Grantors sign the Operators Contract and from which date the Operators Contract becomes legally binding on MITUR, GRP and the

Operator;

“State”

the Government of the Republic of Mozambique, acting directly or through its lawfully designated representatives;

“Tracker”

an employee of the Operator who shall have been trained by both the Operator and the Park and certified by the Director of Conservation to accompany professional guides in walking and driving safaris with tourists, to engage in reconnaissance of poaching activities, help in fire management, and other conservation activities inside the Operating Area;

“Tourism Zoning Plan”

means that portion of the Park Zoning Plan setting the rules and boundaries for tourism activities in the Park.

2 OPERATING FRAMEWORK

2.1 Operator Statements

2.1.1 The Operator will undertake the Project at its own cost and risk in accordance with the provisions of this Tourism Operator Contract. Neither MITUR, nor the GRP, nor the State or any Relevant Authority shall provide any guarantee

or support to the Operator except as otherwise specifically provided herein or as otherwise agreed between the Parties in writing or as provided in law. This Operators Contract shall not be deemed to grant the Operator any right or impose any obligations on MITUR, the GRP, the State or any Relevant Authority except as specifically stated in this Tourism Operator Contract.

2.1.2 No instructions or approvals given by the Oversight Committee in accordance with the law and the provisions of this Tourism Operator Contract will affect the Operator's responsibility to undertake the Project. Notwithstanding that this Tourism Operator Contract permits or requires the Operator to engage third parties to perform part of the Project, such engagements shall not release the Operator from any of its obligations and responsibilities to Oversight Committee hereunder, and the Operator shall be fully responsible for the acts and omissions of such third parties.

2.2 **Exclusive Grant of Operator Rights**

Subject to the terms of this Tourism Operator Contract (and when applicable, Minimum Occupancy), the Operator's Rights are granted exclusively to the Operator from the date of this Contract until the termination or expiry of this Tourism Operator Contract in accordance with the terms of the same.

2.3 **Term of Operating Period**

The Operator Period shall be for until the 27th of December of 2027 from the Effective Date, subject to termination in accordance with this Tourism Operator Contract.

The Operator's Rights are granted exclusively to the Operator during this period. At the end of the Operating Period, the Operator may remove its movable assets or apply for an extension of their Operating Period.

2.4 **Operating Area**

The legal definition of the location, dimensions and physical boundaries of the Operating Area shall be that area defined in Annexure II. A map of the Operating Area is provided in Annexure II. This map is provided for illustrative purposes only, however, and, in case of conflict with the written description in Schedule B, the written description shall be legally binding.

2.5 **Payments**

2.5.1 The Operator will be responsible for all taxes of general application and without limiting the generality of the foregoing, any duties, fees or taxes assessed by any Relevant Authority in respect of the Operating Area, or in respect of activities conducted within the Operating Area. These taxes will exclude any capital gains tax, income tax, VAT or other taxation on income which is earned in respect of the Park or, notwithstanding this Tourism Operator Contract, any tax payable by the Park.

- 2.5.2 For the avoidance of any doubt, neither MITUR, nor the GRP, nor the State or any Relevant Authority shall be liable for any payments relating to the Operator's activities, except as expressly specified in this Operators Contract or in any applicable law.

3 OPERATOR'S DUTIES AND RESPONSIBILITIES

3.1 Registration

- 3.1.1 The Operator shall be an incorporated juristic person or an unincorporated joint venture recognised in terms of the laws of the Republic of Mozambique and shall remain as such for the entire Operating Period.

- 3.1.2 The Operator shall not amend, restate, supplement or otherwise modify its Certificate of Incorporation, Articles of Association, founding statutes, or Joint Venture Agreement, unless otherwise agreed by the Oversight Committee in writing, which agreement shall not be unreasonably withheld.

3.2 Environmental Compliance and Compliance with Laws, Regulations and Standards

- 3.2.1 Whereas the Operator may have exclusive use of the Operating Area for its commercial tourism activities, it is in the Operator's interest to inhabit a healthy ecosystem, full of abundant and diverse flora and fauna. Therefore, the Operator shall comply with Park policy as fully described in the Park Management Plan as it may be modified from time to time by Park Management and approved by the Oversight Committee,

and shall have the responsibility to create jointly with the GRP an Operating Area Management Plan and to implement the Operating Area Management Plan in concert with the GRP.

3.2.2 The Operator shall employ a manager who shall have the necessary conservation training and experience to assist the GRP in the implementation of the Operating Area Management Plan. The Operator's Manager shall be available to meet regularly with the Conservation Department of the GRP to coordinate activities.

3.2.3 During the Development Period and the Operating Period, the Operator shall, and shall take all reasonable steps to ensure that its officers, employees, contractors, sub-contractors at all levels, sub-agents, assignees, employees, guests, invitees and patrons adhere to, abide by and comply with the Regulatory Provisions, the Environmental Guidelines generally in respect of the Park as set out in Annexure V and specifically in respect of the Operating Area, the EIA and any valid and enforceable directives or rules issued by the Park Management Team from time to time. To be valid and enforceable, directives or rules issued by the Park Management Team must not conflict with the letter or the spirit of the Regulatory Provisions, or the Environmental Guidelines set out in Annexure V, or the Park Management Plan, or the provisions of the EIA. In cases where the Operator believes that the Park Management Team has issued a directive or rule that is either not valid, or that impacts materially on the commercial soundness of the Project, the Operator shall have the right of appeal to the appropriate appeal tribunal established for the purpose, to be established by the Park Management Team to regulate and

administer this Tourism Operator Contract, and others like it in the Park. The appropriate appeal tribunal established for the purpose will verify whether the directive or rule in question was valid, and consistent with the practice elsewhere in the Park. Pending the results of such an appeal, the Operator shall abide by the said directive or rule. This internal process of appeal does not prejudice the rights of the Operator to pursue arbitration pursuant to Clause 10.

3.2.4 The Grantors shall use all reasonable endeavours in assisting the Operator to acquire the appropriate environmental permits, provided, however that Grantors shall bear no liability for any failure of the Operator to obtain such permits.

3.2.5 Without prejudice to Clause 3.2.1, the Operator shall obtain all necessary environmental and other permits, approvals and/or licences in accordance with the Regulatory Provisions and shall comply with all conditions of any environmental or other permit, approval or licence granted by any Relevant Authority and shall take all other necessary actions required under the Regulatory Provisions for the implementation and the operation and maintenance of the Project for the Operating Period.

3.2.6 Any action which is prohibited in terms of the Regulatory Provisions or non-compliance with any duty or obligation which is imposed by the Regulatory Provisions shall be deemed to be a breach of this Tourism Operator Contract. The Oversight Committee shall be entitled to give the Operator notice to rectify any such breach, if such breach is capable of rectification but in any event, the Grantors shall be entitled to

act on any such breach to protect its rights and interests. The Operator shall and hereby does indemnify the Grantors for any costs, losses and expenses suffered or incurred by the Grantors as a result of the Grantors so acting to protect its rights and interests.

3.2.7 The Operator shall undertake an EIA in respect of any approved new developments, to be developed after the Effective Date. It must be prepared by an independent environmental consultant in accordance with applicable Regulatory Provisions and the Park Management Plan, in accordance with the principles of Integrated Environmental Management and the provisions of the Environmental Guidelines.

3.2.8 The Operator shall bear all risks and costs with respect to any Material Environmental Damage to the natural environment caused by the implementation of the Project during the Operations Period arising from any act or omission of the Operator or any third party for whom it is responsible, save where such Material Environmental Damage is an unavoidable result of the Project as permitted in terms of this Tourism Operator Contract. Should the Operator fail to fulfil any obligations in respect of the Operation, Management and/or Maintenance of the Operating Area or permit behaviour which, in the reasonable opinion of MITUR and/or the GRP, may result in Material Environmental Damage to the environment, then, without prejudice to the Operator's obligations hereunder and at law, the Oversight Committee shall be entitled to give written notice to the Operator to immediately cease and desist from such conduct or behaviour,

and in such notice shall set out in full its reasons therefore and the Park shall be entitled forthwith to exercise any authority granted to it in terms of the Regulatory Provisions in respect of the Conservation Management, as defined in the Park Management Plan of the Operating Area and the Operator shall promptly make payment to the GRP for its costs, expenses and other damages suffered or incurred or reasonably expected to be suffered or incurred in connection with the execution of such authority.

3.2.9 All fossils, coins, articles of value or antiquity, and structures and other remains or things of geological or archaeological interest or burial sites discovered within the Operating Area shall be the property of the Republic of Mozambique. The Operator shall take reasonable precautions to prevent its staff, labour, contractors or other persons from removing or damaging any such article or thing. The Operator shall, immediately upon discovery of such article or thing, advise the Oversight Committee which shall issue instructions for dealing with it.

3.2.10 The Operator shall take all reasonable steps in the performance of its obligations hereunder to prevent and limit the occurrence of any environmental health hazards and to ensure the health and safety of staff, guests, invitees and patrons and shall ensure that all staff, guests, invitees and patrons are covered under an emergency medical evacuation policy.

3.2.11 During the Operating Period, the Operator shall operate at all times in an environmentally responsible way by adopting

appropriate operating methods and practices for conducting a safari business in a proclaimed nature area and shall adhere to the guidelines set out in the Regulatory Provisions, the Environmental Guidelines and the EIA. The Operator shall have due regard for the under mentioned matters, and shall take them into account in conducting its business. The matters to be taken into account are all ecological aspects, including garbage disposal, human waste treatment, firewood collection and fuel self sufficiency, camp fire placement, fauna and flora protection, acceptable practices for wildlife viewing and photography, feeding or touching animals, preservation of water supply, minimising noise levels, visual impacts, the removal of plants, insects, rocks and the like, removal of souvenirs, social aspects, including local customs and traditions, permission to take photographs, dress code, language, privacy, response to begging, use of technological equipment, bartering and bargaining, indigenous rights, local officials and off-limits areas. It shall be the Operator's responsibility to bring any matter which may have a detrimental impact on the environment to the attention of the Oversight Committee before implementation by the Operator.

- 3.2.12 The Operator shall be entitled to:
 - 3.2.12.1 the rights to operate in the Operating Area as defined in Schedule B; and
 - 3.2.12.2 limited access to the Park subject to normal Park operating rules and hours; and

3.2.12.3 special rights of access to the Park outside the Operating Area, and outside normal Park operating rules and hours, subject to the terms agreed in writing with the Park Management Team,

all of which rights shall be exercised in accordance with the terms of this Tourism Operator Contract, and subject to the Regulatory Provisions and as further set forth in Annexures V and XI.

3.3 **Related Party Transactions**

3.3.1 All material related third party transactions must be agreed by the Oversight Committee in writing.

3.3.2 The Oversight Committee reserves the right to conduct a particularly thorough examination of the cost basis of related party transactions involving the Operator and any companies providing travel agent, booking agent, tourism operating or management services for a fee or commission. Such fees and commissions will be required to conform to normal industry practice.

3.4 **Limitation on Financial Indebtedness**

The Operator shall not incur, assume or permit to exist any indebtedness including guarantees issued to third parties and the creation of charges, pledges or other encumbrances over its fixed assets, otherwise than in accordance with the Associated Agreements or in the ordinary course of business in furtherance of the Project or by operation of law, without the prior written consent of the Oversight Committee.

3.5 **The Operator to Make Documents Available to the Oversight Committee**

The Operator shall, upon the written request of the Oversight Committee, and at no cost to the Oversight Committee, make available at all times documents which are or were required or brought into existence by the Operator or supplied to the Operator from other parties to the Associated Agreements for the purposes of the Project, or which the Operator is required to prepare in terms of this Operators Contract.

3.6 **Conflicts**

Unless otherwise agreed in writing by the Oversight Committee, the Operator and other parties to the Associated Agreements shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Tourism Operator Contract or the Associated Agreements. Subject to the proper enforcement of rights under the Associated Agreements the Operator shall not and shall take all reasonable steps to ensure that other parties, including parties to the Associated Agreements, do not engage in any activity which might conflict with the interests of the Grantors in respect of the Park unless such activity is carried out pursuant to the rights granted to the Operator in terms of this Operators Contract.

3.7 **Intellectual Property**

3.7.1 It is specifically recorded that all intellectual property rights whatsoever, whether capable of registration or not, regarding Parque Nacional da Gorongosa's name, logo, image and all

other intellectual property matters relating to its name, logo and/or image shall remain the sole property of the Grantors as defined in the LTA.

3.7.2 Subject to existing rights and obligations, the Oversight Committee shall, on application by the Operator, grant a non-exclusive right and licence to the Operator to use the Parque Nacional da Gorongosa trademarks.

3.7.3 In order to establish and maintain high standards of style, quality and propriety associated with Parque Nacional da Gorongosa in the event the Operator desires to use Parque Nacional da Gorongosa trademarks or logos in any way, the Operator shall first submit the concept or a sample of the proposed use to the Oversight Committee for approval. Under no circumstances shall any use of Parque Nacional da Gorongosa trademarks or logos or the image or likeness of any trademark, logo or employee, which the Oversight Committee in good faith believes reflects unfavourably upon or disparages Parque Nacional da Gorongosa, be approved. MITUR shall use its best efforts to advise the Operator of its approval or disapproval of the concept or sample within 15 (fifteen) Business Days of its receipt of the concept or sample. If Parque Nacional da Gorongosa approves the concept or sample, the Operator shall not depart therefrom in any material respect without the Oversight Committee's further written approval.

3.7.4 If at any time the Oversight Committee withdraws its approval for the specified use of any trademark or logo, the Operator shall forthwith discontinue all use of such Parque

Nacional da Gorongosa trademark or logo and shall remove from public sale or distribution, any previously approved product in respect of which the Oversight Committee has rescinded approval.

3.7.5 The Oversight Committee may withdraw approval immediately upon 5 (five) Business Days written notice to the Operator if the Operator or any of its officers, directors or employees commits any act or engages in any conduct which constitutes a crime, is contrary to any Regulatory Provision or offends against public morals and decency and in the Oversight Committee's reasonable opinion, materially prejudices the reputation and public goodwill of Parque Nacional da Gorongosa. The Operator acknowledges that the names of the Park and Operating Area (the "Protected Names") are associated with and peculiar to the Park and Operating Area and are the intellectual property of the State. Consequently, the Operator agrees that the sole and exclusive ownership of the Protected Names shall vest in the Grantors and should the Operator utilise any of the Protected Names, it does so only in terms of this Tourism Operator Contract and with the prior written approval of the Oversight Committee.

3.7.6 In circumstances where the Operator utilises any of the Protected Names, either singularly or in combination or association with any other name, it does so only in terms of this Tourism Operator Contract and on termination of this Contract, the Operator shall not be entitled to operate or conduct any business using any of the Protected Names in combination or association with any other name.

3.7.7 Within 30 (thirty) Business Days after the termination of this Tourism Operator Contract and where the Operator has operated a company utilising any of the Protected Names with the permission of the Oversight Committee, the Operator shall either:

3.7.7.1 dissolve and liquidate the company bearing any of the Protected Names; or

3.7.7.2 change the name to a name not substantially similar to any of the Protected Names.

3.7.8 The naming of the Operator's lodge or business operation shall be done in consultation with the Oversight Committee and subject to its approval.

3.7.9 In circumstances where the name chosen by the Operator and approved by the Oversight Committee is not part of the State's intellectual property, then the rights of the Grantors contemplated in this Clause 3.7 shall not be applicable and the intellectual property shall be the sole property of the Operator.

3.7.10 Notwithstanding the provided above, so as to not create brand confusion with the Park and with other Operators, the Operator agrees not to use the name Gorongosa as the first word of its business established under this Contract, and promoted in its marketing program.

3.8 Approvals

The Operator warrants and shall ensure that any decision, determination, instruction, inspection, examination, testing,

consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act by Grantors required in terms of this Tourism Operator Contract or other Associated Agreements shall be so applied for or requested promptly.

3.9 Bid and Development Bond and Performance Bond

3.9.1 The Operator shall provide to the GRP an on demand guarantee (the “Bid and Development Bond”), as provided for in the Bid Submission which shall be operative from the Bid Date as defined in the Bid Submission in favour of the GRP, issued by bank or financial institution acceptable to the GRP substantially in the format specified in Annexure VI, Part C. The amount of the Bid and Development Bond is set out in Annexure VI. The Operator shall maintain a valid Bid and Operational Bond (in accordance with the provisions hereof) until and including the Effective Date.

3.9.2 On or before the Effective Date, the Operator shall provide GRP an on demand guarantee (the “Performance Bond”), which shall be operative from the Effective Date, in favour of GRP issued by a bank or financial institution acceptable to GRP substantially in the format specified in Annexure VI.

3.9.3 The Operator shall maintain a valid Performance Bond (in accordance with the provisions hereof) from the Effective Date until 90 (ninety) Business Days after the expiry or earlier termination of this Operators Contract.

- 3.9.4 Within 90 (ninety) Business Days of the expiry or earlier termination of this Contract, the GRP shall release all or so much of the Performance Bond as shall remain not drawn after such expiry or termination.
- 3.9.5 The amount to be guaranteed by the Performance Bond shall be equal to ___ (___).
- 3.9.6 The Performance Bond shall secure the Operator's performance under this Tourism Operator Contract and may be called on by the GRP to the extent of any costs, losses, damages or expenses suffered or incurred by the GRP as a result of breach by the Operator of this Tourism Operator Contract, including, but not limited to, compensation to the GRP for any actions taken by the GRP as a result of breach by the Operator of any Regulatory Provision(s) or Environmental Guidelines (as set forth in Clause 3.2 and Annexure V) and payment obligations hereunder. The Performance Bond may also be called upon for any delay in the payment of sums due to the GRP in respect of Operators fee payments. It is furthermore expressly recorded that the GRP shall be entitled to call on the Performance Bond where the Operator fails to comply with its obligations under Clause **Error! Reference source not found.** and the GRP may terminate this Operators Contract in accordance with Clause 16.
- 3.9.7 Prior to enforcing the Performance Bond, the GRP shall give notice to the Operator, informing the Operator of the breach giving rise to the right of enforcement of the Performance Bond. If such breach is not remedied within the Remedy Period, the GRP may enforce the Performance Bond.

- 3.9.8 The Performance Bond may only be enforced to the extent of any costs, losses, damages or expenses suffered or incurred and/or reasonably expected to be suffered or incurred as a result of the breach that gave rise to the right to enforce the Performance Bond.

4 **MITUR and GRP RESPONSIBILITIES AND DUTIES**

- 4.1 Except as otherwise provided in this Tourism Operator Contract, the contribution of the Grantors shall be limited to:

- 4.1.1 the granting of the Operator Rights upon the terms and conditions set out herein and the Operator shall not be entitled to receive by virtue of this Tourism Operator Contract any financial assistance or payment, including, without limitation, any grants, incentives or subsidies from the State, MITUR or any Relevant Authority.

- 4.1.2 the construction of roads/tracks and infrastructure as set out in Schedule B.

- 4.2 Except as otherwise provided in this Tourism Operator Contract, the undertakings of the Grantors shall be limited to:

4.2.1 **MITUR and GRP Assistance**

Except as otherwise provided in this Tourism Operator Contract, the Grantors shall give reasonable assistance in the form of advice, introductions and documentary support to the Operator in its dealings with Relevant Authorities and otherwise in connection with implementing the Project in accordance with the terms and conditions set forth herein.

The GRP shall assist the Operator in the creation of an Operating Area Management Plan and make consistent its objectives with the overall Park Management Plan. The GRP shall provide oversight and assistance to the Operator in all ecosystem management, including bush clearing and other modifications to the biosphere, erosion control, and controlled burning.

4.2.2 **Game Product**

The Oversight Committee shall ensure that the Park Management Plan is in place, and shall use all reasonable endeavours to ensure that the Operator shall be able to offer a competitive game-viewing product which is, in terms of quantity, quality and diversity, at least comparable to habitat and ecosystem type conditions prevailing in the Operating Area as at the Effective Date. The GRP will share in the costs and planning for the reintroduction of species directly into the Operating Area whenever such reintroduction is approved by the Director of the Conservation Department. This undertaking is subject always to the Grantors statutory obligations, including its obligations with respect to Conservation Management as defined in the Park Management Plan.

4.2.3 **Access**

The Oversight Committee shall ensure that, for the duration of the Operators Contract, the Operator, its guests, employees, agents and invitees have reasonable access to the Operating Area, subject to the provisions of this Contract, the Park

Management Plan and other applicable regulations, or legislation, which may be in place from time to time. In addition the Oversight Committee shall use all reasonable efforts to ensure that the standards, quality and nature of the access routes and control points are adequate for the purposes of the Operator, and will remain so throughout the Operating Period.

This access shall be provided during periods when the Operating Area is officially open, in accordance with the seasonal closing of the Park. Access is provided subject to the Operator's current payment of financial obligations to the GRP and the Operator's responsible participation in conservation activities in the Operating Area and current submission of required reports and can be denied to the Operator due to a breach of these responsibilities as defined in Annex II and Schedule B.

4.2.4 **Security**

The Grantors shall use all reasonable endeavours to ensure that the Operating Area is free from trespassers, including poachers and visitors to the Park who are not guests or invitees of the Operator. However, the Operator must take reasonable measure to protect his assets, guests and staff.

The GRP shall provide at least one Ranger Post in or near the Operating Area that shall implement joint activities with the Operator's Trackers and other staff.

4.2.5 **Assistance against Protestor Actions**

Where at any time, the Park or the Project or any part thereof is subjected to protester action which has not resulted or arisen from any default or negligence on the part of the Operator or any of its Contractors or sub-contractors, the Grantors shall take all reasonable steps to minimise and mitigate the effect of such protester action on the performance of the Operators obligations under this Operators Contract but the Operator shall not be entitled to any monetary compensation from MITUR or the GRP nor to any other relief as a result of or in consequence of any such protester action.

4.2.6 **Competing Operators**

Nothing herein shall preclude or in any way limit the right of the Oversight Committee to grant such further or other rights or to enter into other agreements or to construct or procure the construction of other Operators outside or inside the Operating Area as it in its sole discretion deems fit, nor shall the Operator have any claim arising from the grant of such further or other rights or from the construction of such other facilities, provided that the Oversight Committee shall fulfil the obligations set out herein with due regard to the rights granted to the Operator in terms of this Contract.

5 OWNERSHIP AND RIGHTS OF WAY

5.1 Operating Area

The Grantors have possession of the land which constitutes the Operating Area and the Rights of Way at the Effective Date, as specified in Annexures II and III respectively. The Grantors shall supply the Operator with the required diagrams, if any, and any information required by the Operator for purposes of enabling the Operator to occupy the Operating Area and to use the relevant Rights of Way.

5.2 Delivery of Operating Area and Rights of Way

5.2.1 The Grantors shall, as far as practically possible, on the Effective Date, deliver vacant possession of the Operating Area to the Operator and shall thereafter ensure that the Operator continues to be entitled to such access to the Operating Area and Rights of Way as is necessary for the Operator to perform its obligations under this Contract, and to enjoy the Operator Rights, from the date of delivery to the termination or expiry of this Contract.

5.2.2 The Operator acknowledges that delivery of the Operating Area and relevant Rights of Way without vacant possession by the Effective Date shall not be deemed a breach of MITUR and/or the GRP's obligations in accordance with Clause 5.1 if it does not impinge on the ability of the Operator to undertake the operation of the Operating Area.

5.3 Operator without Ownership Interest

5.3.1 Subject to the terms of this Tourism Operator Contract, the Operator has, and will have, no title to, or ownership interest in, or liens, or leasehold rights or any other rights (save for the Operator Rights) in the land on which the Project is to be constructed or in the Operating Assets (other than movable new Operating Assets). Title to such land and assets will be held, directly or indirectly, by MITUR or the State.

5.3.2 The Operator has no and will have no rights with respect to the airspace above, the water courses, or the area below the surface of, the Operating Area or the land on which the Project and any Operating Assets are to be constructed, except the right to use such land for the sole purpose of the Project during the Operating Period, including for the storage of water and the construction of swimming pools, all in accordance with the terms of this Contract. MITUR reserves unto itself the right to grant to third parties and/or to the Operator all rights with respect to the airspace above and the area below the surface of the Operating Area, provided that in exercising such right it shall have due regard to the rights granted to the Operator in terms of this Contract.

The Operator has no rights with respect to biological material, such as medicinal or biotechnical extracts or with regard to ecosystem services. Any scientific works to be conducted require a permit from the Department of Conservation.

5.4 **Damage to or Destruction of the Operating Area or Operating Assets**

- 5.4.1 Upon delivery of the Operating Area or any portion thereof and the existing immovable Operating Assets to the Operator, the Operating Area or any portion thereof and such existing immovable Operating Assets and any new Operating Assets shall be at the sole risk of and under the care, custody and control of the Operator.
- 5.4.2 Without prejudice to the generality of Clause 5.4.1, the Operator shall bear all risks and costs with regard to any weather conditions (subject to the provisions of Clause 15), including, without limitation, floods, and with regard to physical conditions or obstructions (both above-ground and subsurface and whether artificial or not) whether foreseen or unforeseen which are encountered during the Construction Works or at any time during the Operating Period.
- 5.4.3 Should the Operating Area or the Operating Assets or any portion thereof be damaged or destroyed at any time during the Operating Period, the Operator shall, within a reasonable period of time, at its own cost and expense, repair, rebuild or replace the same so that after such repair, rebuilding or replacing, the Operating Area and such Operating Assets shall be substantially in the same condition as prior to such damage or destruction. In the event that the extent or nature of such damage or destruction is such that it would be impossible or commercially undesirable to repair, rebuild or replace the relevant portion of the Operating Area or the relevant Operating Assets, or in the event that the cost and expense to be incurred to repair, rebuild or replace same, exceeds the proceeds of any insurance available to the Operator for such purpose, the Operator shall be excused from the obligation to

so repair, rebuild or replace and the Oversight Committee or the Operator shall have the right to proceed pursuant to Clause 15 on the basis that an event of Force Majeure shall be deemed to have occurred.

- 5.4.4 Should the Oversight Committee and the Operator disagree with respect to what is “commercially undesirable” in Clause 5.4.3, either Party may request the other Party to agree within 7 (seven) Business Days or an independent expert to make a determination in that regard. Should the Parties be unable to agree on the identity of such expert within 7 (seven) Business Days of the second Party being so requested, such expert shall be chosen by the Chairman of the Bar Association of Mozambique to make such determination. The expert shall act as an expert and not as an arbitrator and the determination by such expert shall be final and binding on the Parties.

6 OPERATION, MANAGEMENT AND MAINTENANCE

6.1 Operation, Management and Maintenance by the Operator

- 6.1.1 The Operator shall be obliged during the Operating Period to undertake the Operation, Management and Maintenance of all Construction Works and developments undertaken by the Operator according to the Best Industry Practice.
- 6.1.2 The Operator shall furnish the Oversight Committee with a half-yearly report within the first 10 (ten) Business Days of January and July in an agreed upon format regarding the Operation, Management and Maintenance of the Operating Area.

6.1.3 The Operator shall maintain good relationships with the traditional communities and implement a project beneficial to the sustainable development of the communities as defined in Annexure F.

6.1.4 The Operator shall comply with the obligations in respect of the management and supply of water, electricity and communications set forth in Annexure V.

6.1.5 Where more than one Operator or Operators utilize the same area, the Operator shall take care to ensure that each Operator or Operators can perform their duties and exercise their rights in terms of these Operators Contracts.

The Operator shall take care to ensure that its usage does not negatively affect the business of other operators. The Park Management Team will implement mechanisms to coordinate this shared use.

6.2 **Third Party Contracts**

The Operator may use a third party or third parties to carry out all or part of its Operation, Management and Maintenance obligations under this Contract. Any such sub-contract shall be an Associated Agreement and the terms of any such sub-contract shall in all material respects reflect the relevant provisions of this Contract and be subject to the prior written notification and delivery of a copy of the relevant contract to the Oversight Committee, provided that the engagement of a third party shall not release the Operator from any of its obligations hereunder.

6.3 **Modifications during the Operating Period**

6.3.1 Modifications to the Operating Area after the Effective Date shall be preceded by an appropriate EIA and shall also be subject to the prior written consent of the Oversight Committee and subject to the provisions set forth in this Contract.

6.3.2 The Operator shall not construct any additional exit or entry points to the Operating Area without the consent of the Oversight Committee.

6.3.3 Any immovable assets constructed during this period shall be handed over to the State at the end of the Operating Period, in good condition, fair wear and tear excepted. The Operator shall not be entitled to payment of any compensation in connection therewith.

6.4 **Operating Area Management**

6.4.1 Other than the specified responsibilities assumed by the Operator and set out in the Schedule B, all veld management, including bush clearing and other modifications to the biosphere, erosion control, and controlled burning, will be undertaken by the GRP. The Operator will be advised when and how these actions will take place.

6.4.2 The Operator acknowledges that the GRP is entirely responsible for the Conservation Management of the Operating Area which in turn is managed as part of the Park.

7 INFRASTRUCTURE

7.1 Design and Construction of Operating Facilities

7.1.1 The Operator shall first provide to the Gorongosa Restoration Project with the Preliminary Design. This will be subject to an EIA, and then Detailed Designs will be drawn based on the recommendations, and submitted for approval. Once approved, the Construction Works can begin, which are subject to continual monitoring by the GRP. All construction materials must comply with the guidelines established by the EIA and the Environmental Guidelines included in the Park Management Plan and this Contract. Natural materials must be utilized where possible, and minimal environmental impact must be the aim.

7.1.2 The Operator shall prepare the Detailed Design in accordance with the Preliminary Design and the findings of the EIA. The Operator shall undertake or procure the Construction Works in accordance with the Detailed Design, and in accordance with the EIA. The Operator may submit to the GRP written proposals for modifications to the Detailed Design, which in the Operator's opinion would improve construction quality or safety.

7.1.3 The Operator shall be responsible for the clearance of the Construction Site and the diversion of any utilities, if applicable, and shall make the necessary applications to the Relevant Authorities for any and all approvals or authorizations required for the clearance of the Construction Site and for the relocation and diversion of any utilities.

7.2 Project Schedule

7.2.1 The Operator shall undertake the Construction Works subject to a Project Schedule of the Operator's own choosing, as amended by the Operator from time to time. The purpose of the Project Schedule is to enable the GRP to monitor the Construction Works from an environmental perspective. The Construction Works shall be materially completed within twenty-four (24) months from the Signature Date. In the event that Construction Works are incomplete at that date, the Operator shall provide the GRP with a detailed explanation of the reasons for such delay, and a new timetable for completion will be agreed by the Parties. If Construction Works are not completed within thirty (30) months of the Signature Date, the Operator will be considered to be in breach and this Contract shall be terminated. The GRP shall be free to offer the Operating Area to a new Operator.

7.2.2 The Operator shall as soon as reasonably possible after the conclusion of this Contract enter into the Associated Agreements and such other contracts necessary to ensure the timely and proper completion of the Preliminary and Detailed Design, Construction Works, financing, Operation, Management and Maintenance of the Operating Area.

The Operator shall take all reasonable steps to ensure that the Contractors perform the Construction Works in accordance with the terms of the relevant Construction Contracts.

7.2.3 The GRP or any of its designated representatives may at reasonable times enter any part of the Operating Area to monitor the Construction Works.

7.2.4 The GRP will be responsible for the provision and maintenance of access roads (within the Park but not outside Park boundaries) into the Operating Area. Construction and maintenance of authorized roads within the Operating Area will be the responsibility of the Operator.

7.3 **Information Relating to the Construction Works**

7.3.1 The Operator shall be obliged to undertake the Construction, Operation, Management and Maintenance of the infrastructures in terms of Best Industry Practice (ISO 9001-2008 and ISO/TR 14062).

7.3.2 The Operator shall furnish to the Oversight Committee or its Director of Operations and Infrastructure, all such reports and other information relating to the Construction Works as the Oversight Committee may reasonably request from time to time.

Upon construction completion, the Operator shall supply the Oversight Committee with copies of all as-built drawings and other technical and design information and completion records relating to the completed Construction Works.

7.4 **Construction Commencement**

7.4.1 Actual construction will only be permitted to commence from the date that the Oversight Committee approves the

Construction Works and only after the Compliance Events have taken place to the satisfaction of the GRP.

8 EMPLOYMENT ISSUES

8.1 Labour Laws and Obligations

The Operator agrees to abide by the laws in force, as amended from time to time, relating to the employment of employees employed in relation to the Operating Area and shall use its best endeavours to take all reasonable steps to ensure similar compliance by its contractors, sub-contractors at all levels, assignees and agents, and furthermore agrees to adhere to and ensure, as far as practicably possible, adherence to fair labour practices.

The Operator must inform employees of pending Project closure in advance. When possible, the Operator should transfer employees to related companies to avoid loss of employment. When that is not possible, the Operator should organize viable separation/retrenchment packages for employees.

The Operator shall employ Trackers who shall be given multi-disciplinary training by the Operator and also by the Director of Conservation in the Park training center. Trackers shall be trained to accompany tourists on walking and driving safaris, and shall be also trained in detecting poachers and transmitting evidence of this activity to the Ranger Post located in or near the Operating Area. Trackers shall be further trained in fire management and other conservation activities.

The Trackers shall be available to assist the Ranger Post during fire season to create firebreaks around the Operator's assets and to implement fire control activities throughout the Operating Area.

8.2 Breach Caused by Employees and Penalty

8.2.1 During the Operating Period, the Operator shall take all the necessary appropriate measures to ensure that its staff adhere to, abide by and comply with the Regulatory Provisions and the Environmental Guidelines.

8.2.2 In the event of any employee of the Operator causing the Operator to breach a provision of this Operators Contract the following shall apply:

- (a) Subject to Clause 8.1, such employee shall be charged forthwith by the Operator with committing a mandatory serious offence in terms of the Operator's disciplinary code and failing the existence of the Operator's disciplinary code, Parque Nacional da Gorongosa's disciplinary code, which shall be divulged within the work environment in compliance with the Labour Law and shall be liable to dismissal in terms thereof.
- (b) The Operator shall without delay furnish the Oversight Committee with a copy of the written record of such disciplinary proceedings, finding and sentence.
- (c) Without prejudice to GRP's right to claim damages or otherwise in respect of any failure or breach of the Operator, the Operator shall be liable to pay a penalty in

the amount stated in Schedule A for each and every occurrence of such misconduct.

- 8.2.3 The Operator shall in any event be liable to remedy at its sole cost any environmental or other damage caused by such employee, in such manner and within 30 (thirty) Business Days or such longer period as may be agreed by the Parties.

9 FINANCIAL MATTERS

- 9.1 **The Operator agrees to pay the GRP an Operators Fee every Operator Year as set out below.**

- 9.2 As the GRP is a not for profit entity dedicated to the restoration of the Park, the Tourism Operators shall join the GRP in its mission by making financial contributions to this conservation effort.

Hence, the Operator hereby agrees to pay the GRP a Revenue-based Conservation Contribution and an Occupancy-Based Conservation Contribution. The Revenue-based Conservation Contribution shall be equal to approximately 10% (ten per cent) of the Gross Revenue as further defined in Annexure X. Revenue-based Conservation Contributions shall be paid for the previous quarter activity within the first 10 (ten) Business Days of each quarter. Occupancy-Based Conservation Contributions shall be made according to the actual number of persons who are clients of the Operator in the Operating Area and shall, in most instances, be collected upon arrival of the client, as further defined in Annexure X. In the first 10 (ten) Business Days of the calendar year, additional payment for the Occupancy-based Conservation Contribution shall be made for the previous year, if necessary, to meet the Minimum Payment.

- 9.3 For the purposes of this Clause 9,
- (a) **“Minimum Payment”** means, in respect of the Operating Year in question, the minimum payment stipulated by the GRP;
 - (b) **“Operating Year”** means that portion of any Calendar Year in which the Park is officially open according to seasonal variation and Access restrictions.

9.4 The GRP shall collect Park Entrance Fees at the Gate or at airstrips (as applicable) that shall be applied according to the Mozambican law. The Park Entrance Fees shall be considered as “Park Revenue” as that term is defined in the LTA. In certain circumstances, Operators will be permitted to collect Park Entrance Fees from their clients and pass the contribution to the GRP. Park Entrance Fees are established according to the Park Management Plan.

9.5 **Financial Accounts and Reports, Management**

The GRP will ensure that all Conservation Contributions paid by the Operator shall be allocated to the management of the Park and the protection of the ecosystem.

The Park Management Team shall hold an annual meeting with the Operators in the fourth quarter of each year (the Operator’s Forum) to update the Operators on the conservation activities of the Park, solicit input, and provide an overview as to how the GRP is

allocating the Conservation Contributions provided by the Operators.

The Operator shall furnish the GRP with a quarterly report within the first 10 (ten) Business Days of January, April, July and October of each year regarding the tourism and visitor activity and Gross Revenue for the previous quarter to the Operating Area.

9.5.1.1 The Operator shall immediately report to the GRP, on a confidential basis, details of the following events:

- a) any charge, lien or attachment imposed on any of the Operator's property and any seizure thereof which charge, lien, attachment or seizure will have a material adverse effect on the ability of the Operator to perform its obligations under this Contract;
- b) any matter which might influence the validity of this Contract or any matter that constitutes a material breach, including without limitation, any possible termination event, the circumstances thereof, and possible results as viewed by the Operator.

9.5.1.2 The Operator shall provide a half-yearly written report to the Oversight Committee, on a confidential basis, with respect to significant or new operational matters, which shall include a section on environmental matters.

9.5.1.3 The Operator shall provide, on a confidential basis, a half-yearly report detailing compliance, or any failure to

comply, with all environmental requirements stated herein and any environmental Regulatory Provision including the measures (if any) taken and/or proposed to be taken to remedy any such failure. The report shall also include details of any additional required EIAs undertaken or intended to be undertaken and any updates that have been made to the Operator's Environmental Management Plan.

9.5.2 **Periodic Reports**

The Operator shall furnish to the Oversight Committee, on a confidential basis, as soon as practicable but in any event not later than 180 (one hundred and eighty) Business Days after the end of each Financial Year, three copies of the Operator's complete audited financial statements for such Financial Year (which are consistent with the books of accounts and prepared in accordance with Generally Accepted Accounting Principles and consistently applied), together with an audit report thereon, all in accordance with the requirements of the laws and regulations pertaining to accounting.

9.5.3 **Delivery of Records**

For a period of not more than 120 (one hundred and twenty) Business Days following the termination of this Contract for whatever reason, the Operator shall retain in safe storage all such records as are referred to in Clause 9 and all records relating to Operation and Maintenance, which were in existence at the date of termination. Upon expiry of such 120

(one hundred and twenty) day period or such earlier date as may be requested by the Grantors, the Operator shall deliver at its costs, all such records (or where such records are required by legislation to remain with the Operator or the Operator's shareholders, copies thereof) to the Grantors or to its order in such manner and at such location as the Grantors shall specify. The costs of retaining such records in safe storage shall be borne by the GRP.

9.5.4 **Reporting of Changes**

9.5.4.1 The Operator shall report to the Oversight Committee 35 (thirty five) Business Days, or any other reasonable period agreed on by both Parties, prior to its entering into effect:

- a) any material change in its corporate documents or in its fiscal year;
- b) any material change in the Operator's organisational structure, or any other material change which might affect the fulfillment of the Operator's obligations under this Contract;
- c) any contract to be executed by the Operator with a Related Party;
- e) any contract or liability entered into or incurred not in the ordinary course of business;
- f) any material change in the insurance policies contemplated in Clause 14; and

- g) any claim brought or threatened, or any circumstance or event (including pertaining to the environment) which is reasonably likely to have a material adverse effect on the Operator or an adverse impact on the environment or on the Operator's ability to perform its obligations hereunder.

10 GOVERNING LAWS AND RESOLUTION OF DISPUTES

10.1 Governing Law

This Tourism Operator Contract shall be governed by the laws of the Republic of Mozambique.

10.2 Resolution of Disputes

10.2.1 Any dispute between the Parties in regard to:

10.2.1.1 the interpretation of;

10.2.1.2 the effect of;

10.2.1.3 the Parties respective rights and obligations under;

10.2.1.4 a breach of;

10.2.1.5 any matter arising out of this Contract shall -

10.2.1.5.1 in the first instance, be referred to the Parties respective representatives, who shall attempt to resolve the dispute amicably between themselves within 15 (fifteen) Business Days of the dispute arising, and if the dispute is still unresolved, then

10.2.1.5.2 in the second instance, be referred to the Oversight Committee, and to the Chairman of the Operator, who shall attempt to resolve the dispute within 30 (thirty) Business Days, and if it still remains unresolved, then

10.2.1.5.3 as a last resort, be submitted to arbitration in the manner set out in this Clause 10.

10.2.2 All Disputes submitted to arbitration shall be finally resolved according to the Rules of Conciliation and Arbitration approved by the Law of Litigious Administrative Procedure n° 9/2001.

The forum for arbitration shall be in Maputo, Mozambique, and the arbitral proceedings shall be conducted in Portuguese.

A decision by an arbitrator shall be final and binding for both Parties and shall be subject to compliance in any courts that have jurisdiction over any of the Parties. The arbitral sentence shall have the same force of execution as a sentence of the first Section of the Administrative Tribunal.

The arbitration panel may be composed of three or more arbitrators, provided that it is an odd number, to be appointed in accordance with the provisions of Law n° 9/2001. The arbitrators must be Mozambican citizens in their full capacity; and the President of the arbitral tribunal shall be an advisor judge of the Administrative Tribunal.

10.3 **Obligations during Arbitration**

Pending any attempt at amicable settlement or any award of an arbitral panel, both parties shall continue to perform their obligations hereunder unless agreed to the contrary in writing.

10.4 **Costs of Arbitration**

The costs of arbitration shall be paid by the unsuccessful Party, irrespective of whether MITUR or the Operator referred the matter to arbitration.

11 **MISCELLANEOUS PROVISIONS**

11.1 **Support**

The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to putting into effect or maintenance of the terms, conditions and import of this Tourism Operator Contract.

11.2 **Primacy of this Contract**

11.2.1 This Contract shall govern all aspects of, and all contractual relationships relating to the Project as between the Parties. In the event of conflict between this Operators Contract and any Associated Agreement on a matter affecting the Parties, including all questions of interpretation, this Contract shall prevail.

11.2.2 The Schedules and Annexures attached hereto shall be deemed a part of this Contract and shall have binding effect. If

the content of any of the Annexures is in conflict with the content of this Contract, the content of this Contract shall prevail.

11.3 **Confidentiality**

11.3.1 As used in this Operators Contract, the term “Confidential Information” or “provided on a confidential basis” shall mean or relate to information, including trade secrets, technical or non-technical data, a formula, pattern, strategy, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, which is the subject of efforts which are reasonable under the circumstances to maintain its secrecy;

11.3.2 Applicability to contractors and sub-contractors: the Operator shall take all reasonable steps to ensure that its contractors and sub-contractors comply with the provisions of this Clause 11.3.

11.4 **Variations in Writing**

All additions, amendments, variations and any consensual cancellation of this Contract shall be binding only if in writing and signed by duly authorised representatives of each of the Parties.

11.5 **Entire Agreement**

This Contract, including the Schedules and Annexures attached thereto, represents the entire agreement between the Parties in relation to the subject matter thereof and supersedes any request for proposal or actual tender, and any or all previous agreements or arrangements, whether oral or written, between the Parties in

respect of the Project, and the Operator Rights or the other contents of this Contract. No representations, warranties or other terms and conditions of whatever nature not contained or recorded herein have been made or agreed to.

11.6 No Waiver

No waiver by either Party of any default or variation by the other in the performance of any of the provisions of this Operators Contract shall operate or be construed as a waiver of any other or further default or variation whether of a like or different character, or shall be effective, unless in writing duly executed by an authorised representative of such Party.

11.7 Time and Indulgence

Any time or other indulgence allowed by one Party to the other in which to perform its duties and obligations hereunder or to remedy any breach hereof shall not be, and shall not be construed as, a waiver by the Party giving such time or indulgence of any of its rights hereunder.

11.8 No Third Party Beneficiaries

This Contract is made exclusively for the benefit of Parque Nacional da Gorongosa as represented by the Oversight Committee and the Operator and no third party shall have any rights hereunder or be deemed to be a beneficiary hereof except as may be expressly provided herein.

11.9 **Language**

This Operators Contract has been drawn up and shall be construed in the Portuguese language.

11.10 **Notices**

11.10.1 Any notice or correspondence to be given under this Contract shall be in writing in Portuguese unless otherwise agreed and shall be delivered personally or sent by registered or certified mail, return receipt requested, or sent by fax followed by the original delivered by hand or sent by registered or certified mail, return receipt requested.

11.10.2 The addresses for Notices are as follows:

OVERSIGHT COMMITTEE/OPERATOR:

Marked for the attention of:

Physical address:

Telephone:

Facsimile:

Cell:

11.10.3 Either Party may change its nominated address to another address in the Republic of Mozambique by prior written notice to the other Party.

11.11 **Severability**

If any one or more of the covenants, agreements, provisions or terms of the Contract shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of the Contract and shall in no way affect the validity, legality or enforceability of the Contract. The Parties shall meet as soon as possible and negotiate in good faith a replacement provision that is legally valid and that achieves as nearly as possible the objective of the Contract and produces an equivalent economic effect.

11.12 **Representatives**

11.12.1 The Operator shall be represented by its Managing Director, or such other representative as shall from time to time be notified to the Oversight Committee.

11.12.2 The representative of the Grantors shall be the Oversight Committee.

11.13 **Consent**

The Oversight Committee shall not unreasonably withhold or delay the giving of any consent, approval or expression of satisfaction referred to in this Contract, and shall exercise its rights to consent, approve or express satisfaction reasonably and fairly. In any circumstance where consent or approval is required to be given by the Oversight Committee in terms of this Contract, such consent or approval shall not be unreasonably withheld.

12 REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties by the Operator

The Operator hereby represents and warrants to the Grantors as follows:

- 12.1.1 The Operator is duly organised under the laws of the Republic of Mozambique with all requisite juristic power to carry out its obligations under this Contract and to execute and deliver this Operators Contract, and acknowledges that, except as MITUR may otherwise agree in writing, its sole purpose is to implement the Project. The Operator's incorporation documents are included herein in Annexure C.
- 12.1.2 The Operator is not prevented or restrained legally, commercially or otherwise from entering into and undertaking the provisions of this Contract in accordance with its terms.
- 12.1.3 The Operator has fully familiarised itself with all aspects of the Operating Area and has all the knowledge, experience, ability (particularly financial ability) to carry out the Operations in accordance with the terms of this Contract.
- 12.1.4 The Operator has reviewed and checked as an expert the Operating Area and its surroundings, and the physical condition of the said Area and its surroundings and is fully familiar with the terms of all relevant laws and regulations including without limitation all laws and regulations relating to the Park and the Operating Area and its rights and obligations thereunder and hereunder, and pursuant to such

review the Operator finds the Operating Area suitable for the fulfillment of its obligations and undertakings under this Contract, including without limitation, the Operating Assets and the Project. The Operator further acknowledges its willingness to enter into this Contract with full awareness of, among other things, the rights and obligations derived from the physical position of the Operating Area, the provisions of this Contract and its ability to fulfill all of its obligations under this Contract adequately and in a timely manner.

12.1.5 The Operator has conducted a full inquiry and has satisfied itself, and accordingly accepts responsibility for the fact that the execution of the Project or any part thereof shall not involve any infringement of any patent or trade secret or know how or copyright belonging to any third party.

12.1.6 The Operator has evaluated all factors that may reasonably be deemed to affect the carrying out of its obligations under this Contract, including geological conditions, technical risks, tourism risks, and any other risk involved herein, and such other conditions that may reasonably be deemed to affect the progress or completion of the Project in accordance with the terms of this Contract.

12.1.7 All representations, warranties, information and data of the Operator contained in any written statement (including financial statements), certificate, exhibit or schedule or any other document delivered pursuant to any pre-qualification questionnaire, request for proposals, or in connection with this Contract, is true and correct in all material respects as of the date hereof.

12.2 **Representations and Warranties of the Grantors**

the Grantors hereby represent and warrant to the Operator as follows:

12.2.1 In executing the Contract for the purposes of accepting the benefits hereof and the granting of the Operator Rights, the Oversight Committee of Parque Nacional da Gorongosa acts for and on behalf of the Grantors and in accordance with the law.

12.2.2 As at the Signature Date of this Contract the Grantors affirm that there are no land claims or competing operating rights in regard to the Operating Area or the grant of the Operator Rights in regard thereto.

13 **LIABILITIES TO THIRD PARTIES**

13.1 **Operator Indemnification**

13.1.1 The Operator shall defend and indemnify the Grantors, and hold the Grantors harmless from any and all liabilities, losses, damages, or costs of any kind whatsoever incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon the Grantors on or after the Effective Date, including any claim against the Grantors arising out of the negligent or intentional act or omission of the Operator (including without limitation any default or failure by the Operator under this Contract) within or in consequence of any act or omission within the Operating Area except to the extent directly caused by any gross negligence,

material default or material breach of statutory duty on the part of the Grantors.

13.1.2 Without limiting the generality of the foregoing, the Operator shall indemnify the Grantors against all liability, loss, damage, damages, cost or costs and claims in respect of:

- (a) death or injury to any Person, including any client (or visitor) of the Operator, or Employee; or
 - (b) loss of or damage to any property; or
 - (c) any economic loss,
- arising out of any such act or omission.

13.2 **Operator Acknowledgement**

The Operator acknowledges that the fauna and flora in the Park, including the presence of dangerous animals, as well as the intrinsic features and environment of the Park constitute a potential danger to people and property. The Operator shall take steps to draw the attention of all guests, visitors, invitees, employees, contractors, patrons and the like to the dangers in the Park and will obtain from such persons an indemnity and waiver in the format approved by GRP from time to time. The requirements of this clause shall not affect, in any way, the indemnity provided under Clause 13.1.

13.3 **Legal Action**

13.3.1 If any legal action is brought or claim is made against the Grantors by a third party, in respect of which the Grantors is entitled to be indemnified under Clause 13.1, the Grantors

shall with legal counsel of its selection, mount, assume and control a defence of such legal action or claim.

13.3.2 Provided that the Grantors is condemned to pay indemnity to the third party, then it shall be the obligation of the Operator to indemnify and reimburse the Grantors for the value of indemnity to be paid.

13.3.3 The Grantors may settle such action or claim without the consent of the Operator without relieving the Operator of the obligation to indemnify the Grantors under Clause 13.1.

14 **INSURANCE**

14.1 During the period starting from the Effective Date of the Operators Contract and ending on the date of the termination or expiry of this Contract, the Operator shall, to the reasonable satisfaction of MITUR and/or the GRP, maintain adequate property and casualty, including business interruption insurance, third party liability insurance and employer's liability insurance.

15 **FORCE MAJEURE**

15.1 "Force Majeure" shall mean any material event beyond the control of the Party claiming the occurrence of Force Majeure:

- a) the occurrence of which could not have been reasonably foreseen at the date of execution of this Operators Contract; and
- b) which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including, but not limited to, war whether declared or not, revolution, riot,

strikes (except strikes by or affecting employees of (i) the Operator, (ii) any contractor or any other Person undertaking any part of the Construction Works and (iii) any contractor or any other Person undertaking any part of the operation, maintenance and/or management of the Operating Area, which strike(s) are not part of or directly related to any more widespread or general strike or other industrial action), insurrection, protest and/or boycott action, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation or chemical contamination, ionising radiation, natural disaster, plague or other serious epidemic; and which:

- (i) causes material physical damage or destruction to all or any material portion of Operating Assets, including, without limitation, its accommodation facilities or eco-tourism functions; or
- (ii) materially interrupts the full and regular operation of all or any material portion of the Operating Area, including, without limitation, its accommodation facilities or eco-tourism functions.

15.2 Each Party shall promptly notify the other of the occurrence of a perceived event of Force Majeure and when such event has ceased.

- 15.3 To the extent that the consequences of an event of Force Majeure fall within the terms of the insurance cover required by Clause **Error! Reference source not found.**, the Operator shall forthwith make the appropriate claims thereunder and shall apply the proceeds as required.
- 15.4 The Oversight Committee shall promptly consult to agree on a mutually satisfactory resolution to the changed circumstances resulting from the event of Force Majeure.
- 15.5 If an event of Force Majeure (or its consequences) continues for 180 (one hundred and eighty) or more consecutive days and the Parties do not reach a mutually satisfactory resolution to the changed circumstances and the effect of the Force Majeure continues, this Contract may, upon 25 (twenty five) Business Days prior notice, be terminated by the Oversight Committee.
- 15.6 If the Contract is terminated pursuant to Clause **Error! Reference source not found.** as a result of a Force Majeure event, the Grantor shall not be obliged to pay to the Operator any compensation.
- 15.7 The foregoing provisions of Clause 15 shall not excuse or release the Party claiming Force Majeure from obligations due or performable, or compliance required, under this Contract prior to the above-mentioned failures or delays in performance due to the occurrence of Force Majeure or obligations not affected by the event of Force Majeure. A Party excused from performance by the occurrence of Force Majeure shall continue its performance under the Contract when the effects of the event of Force Majeure are removed.

15.8 In the event that the eco-tourism industry in the Republic of Mozambique suffers a calamitous and wide ranging disaster, on a regional or national scale, which has a substantial negative impact on some or all of the Operator's activities, the Oversight Committee will enter into a process of renegotiation with the affected Operators, on an equal basis, in an attempt to arrive at equitable new fee structures and related issues.

16 **TERMINATION, TRANSFER AND SUBSTITUTES**

16.1 **Termination by the Oversight Committee for Fault of the Operator**

16.1.1 The Oversight Committee shall have the right to terminate this Operators Contract upon the occurrence of any of the following events:

16.1.1.1 The Operator has a Change of Control that is not approved by the Oversight Committee; or

16.1.1.2 the Operator commences voluntary liquidation proceedings; or

16.1.1.3 the Operator fails to report material Related Party Transactions in accordance with this Contract or if any material Related Party Transaction is in breach of a term of this Contract and which results in material damage to the GRP; or

16.1.1.4 the Operator commits a material breach of this Operators Contract, including a failure to perform its financial obligations, its reporting obligations, its conservation

management obligations or its other duties described in this Contract; or

- 16.1.1.5 the Operator or any of its officers or directors is found guilty of a crime involving fraud or dishonesty and the Operator has not within 30 (thirty) Business Days thereafter instituted appropriate steps for the object of terminating the appointment or employment as the case may be of that person; or
- 16.1.1.6 the books of account of the Operator are found, on more than one occasion to have been falsified or published in such a manner as to reflect a position that is materially different to the true financial position of the Operator; or
- 16.1.1.7 any other provision of this Contract that expressly entitles the Oversight Committee the right to terminate this Contract.

The Oversight Committee shall, prior to exercising its rights to terminate this Contract under this Clause 16.1, send a written notice to the Operator notifying it of the event giving rise to such right and requesting the Operator to remedy the event giving rise to such right of termination within the Remedy Period or any longer mutually agreed period.

- 16.1.2 If such events are not remedied by the Operator by the expiry of the Remedy Period or another mutually agreed period, the Oversight Committee shall terminate this Operators Contract forthwith by notice in writing to the Operator, and shall be entitled to pursue all available remedies, including the recovery of any damages suffered by the Grantors as a result

of the default of the Operator that gave rise to such termination which may be available at law;

16.1.3 Should the Oversight Committee not exercise its rights to terminate pursuant to Clause 16.1.2, the Operator shall compensate the Grantors for all damages suffered and costs and expenses incurred by the Grantors as a result of the events set forth in Clause 16.1.1

16.2 **Termination by Operator**

16.2.1 The Operator shall have the right to terminate this Contract if:

16.2.1.1 The Grantors commits a material breach in respect of the performance of any of its obligations hereunder; or

16.2.2 The Operator shall, prior to exercising its rights to terminate this Contract pursuant to Clause 16.2.1, give written notice to the Oversight Committee requiring the Grantors to remedy the event referred to in Clause 16.2.1. If said event is not remedied before the expiry of the Remedy Period of 30 (thirty) Business Days or any agreed longer period, the Operator may, upon expiry of the Remedy Period, terminate this Contract upon written notice to the Oversight Committee.

16.3 **Effect of Termination**

16.3.1 On the expiry or termination of this Contract and/or the Operator Period for whatever reason and without prejudice to any rights of the Parties hereto (subject as herein provided):

- 16.3.1.1 this Contract shall cease to have effect, subject to all rights and obligations of the Parties existing prior to such termination;
- 16.3.1.2 such rights as the Operator may have over the Operating Area, Operating Assets (other than movable new Operating Assets) and the developments and all other immovable property thereon shall terminate;
- 16.3.2 Upon termination of this Contract, the Oversight Committee shall have the right to select and substitute a new Operator the Operating Area.
- The Operator shall remove its movable assets and perform decommissioning.
- For Camps, the Operating Area must be restored to its natural and undisturbed condition and the following actions must be performed: i) dismantling of all structures and removal of all foreign materials brought to the Operating Area; ii) rehabilitation of disturbed areas of the Operating Area through planting of indigenous vegetation; and iii) concealing the septic tanks/drain aways through filling up and covering with local top soil.
- For a lodge and for other immovable assets, ownership remains with the Government of Mozambique. The Operator shall not be entitled to payment of any compensation in connection therewith.
- 16.3.3 The provisions of this Clause 16.3 shall be suspended pending the final outcome of any arbitration or legal proceedings

between the Parties concerning the validity of the termination of this Contract.

16.4 Payments upon Termination

16.4.1 Within 90 (ninety) days of Termination the Parties shall sign a final financial settlement and pay the other Party any monies that may be owed.

16.5 Transfer by the Operator

The Operator may not without the prior written consent of the Oversight Committee, cede, assign or transfer:

16.5.1 this Contract or any Associated Agreement;

16.5.2 any of its rights, interests or obligations thereunder; or

16.5.3 any of its assets.

17 EFFECTIVENESS

This Contract shall become of full legal force and effect with effect from the Signature Date, save where otherwise mentioned by the said provisions or required by the context.

18 COMPLIANCE EVENTS

18.1 If the Compliance Events are not fulfilled to the satisfaction of the Oversight Committee on the Effective Date, but the Operator has delivered the Performance Bond to the GRP, the Oversight Committee shall not, for lack of fulfilment of the Compliance Events, be entitled to terminate this Operators Contract. If, however, after delivery of the Performance Bond and after a period of 6 (six) months after the Effective Date, any of the Compliance

Events remain outstanding, the Oversight Committee shall be entitled to terminate this Operators Contract.

19 COUNTERPARTS

This Operators Contract may be executed in any number of counterparts, but all of such counterparts taken together shall be deemed to constitute one and the same instrument.

20 ANTI CORRUPTION

20.1 For purposes of Law n° 6/2004 of the 17th of June, each Party agrees to follow a policy which requires that its directors, officers and other employees avoid any conflict between their own interests and the interests of the Parties in dealing with suppliers, customers and other organizations or individuals seeking to do business with the Parties in connection with the present Contract. This obligation shall apply to the activities of each of the Parties' employees and agents in their relations with the other Parties' families, its representatives and third parties.

20.2 Each Party's compliance with this requirement shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration, which have the purpose of influencing the recipients of such consideration to act contrary to the interests of their employer or principal under the present Contract.

20.3 Notwithstanding anything in the present Contract to the contrary, no provision shall be interpreted or applied so as to require either Party to do, or refrain from doing, anything that would constitute a

violation of a law and/or regulation. Each of the Parties respectively represents and agrees that they will not, directly or indirectly, in connection with the present Contract and the business resulting therefrom, offer, pay, promise to pay, or authorize the giving of money or anything of value to a government official (including but not limited to employees of government owned instrumentality's), to any officer or employee of a public international organization, to any political party or official thereof or to any candidate for political office, or to any persons while knowing or being aware of a high probability that all or a portion of such money or thing or value will be offered, given or promised, directly or indirectly, to any government official, to any officer or employee of a public international organization, to any political party or official thereof, or to any candidate for political office.

Execution on behalf of the Ministry of Tourism and the GRP:

Signed in Maputo on the ___ of ___ of 2010

For and on behalf of the Ministry of Tourism

Who warrants his authority hereto as Delegate to the Oversight Committee

For and on behalf of the Gorongosa Restoration Project

Who warrants his authority as Delegate to the Oversight Committee

Execution on behalf of the Operator:

Signed in Maputo on the ___ of ___ of 2010

For and on behalf of the Operator

Who warrants his authority hereto

SCHEDULE A: SPECIFIC CONDITIONS

SCHEDULE B: SITE SPECIFIC DESCRIPTION AND CONDITIONS

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PART A: FORM OF PERFORMANCE BOND

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C: CHARACTERISTICS OF THE BID AND DEVELOPMENT BOND

ANNEXURE VII:

**COMPANY STRUCTURE AND REQUIRED QUALIFICATIONS TO
OPERATE**

PART A: REQUIRED QUALIFICATIONS TO OPERATE

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ANNEXURE IX:

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ANNEXURE X:

CALCULATION OF OPERATORS FEES

ANNEXURE XI

**CODE OF CONDUCT FOR NON-STAFF MEMBERS WORKING IN PARQUE
NACIONAL DA GORONGOSA**

Draft

Annex C

Park Policy and Environmental Guidelines For Tourism Operators (2010)

Gorongosa National Park's (GNP) Policy and Environmental Guidelines provides information and standards for Tourism Operators and Park Management in Gorongosa National Park. Legal authorities relevant to conservation management of protected areas guide the administration of GNP. The Environmental Guidelines include key requirements from the various statutes. In addition, the Environmental Guidelines contain information about Environmental Impact Assessments (EIA), Environmental Management Plans (EMP), Tourism Operator Activities, and Monitoring. The Park's Zoning Plan is also included for easy reference to GNP's Management Zones.

The Gorongosa Restoration Project anticipates that national EIA regulations will adequately cover many of the issues that will arise during the assessment of Operating Area developments within the Park. In some instances, however, these regulations may not be sufficiently comprehensive or detailed to provide clear guidance as to the allowable parameters for development by commercial operators. The Environmental Guidelines include additional issues not covered in the EIA regulations for Operators in GNP.

Operators must be aware that the terms and conditions set forth in these Environmental Guidelines are subject to amendment. Operators will be expected to comply at all times with the provisions of the most current Environmental Guidelines, as they may change from time to time. The remainder of this document presents the standards that the Operator will be expected to apply to activities in its Operating Area. The Park Policy and Environmental Guidelines are also included as an Appendix to the Tourism Operator Contract (TOC).

Precautionary Principle

Ecological and natural resource processes are not always clearly understood, nor are the interactions between these processes. The Gorongosa Restoration Project recognizes that concerns may arise suddenly, or circumstances may change, due to limitations of Park Management's current knowledge. The Gorongosa Restoration Project has attempted to identify these limitations and to design the operating process in a way that minimizes the environmental risk to the national assets under its control.

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List of Acronyms

EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
GNP	Gorongosa National Park
IAP	Interested and Affected Parties
MICOA	Ministry for the Environmental Coordination and Action
TOC	Tourism Operator Contract
VOC	Volatile Organic Compound

Chapter 1

Introduction

The Gorongosa Restoration Project expects Tourism Operators to follow GNP Environmental Guidelines using this manual as a reference. In addition, these Environmental Guidelines appear as an Annex to the Tourism Operator Contract. Park Policy and Environmental Guidelines may be revised at any time to update new procedures, policies, and requirements and GNP's Oversight Committee has the authority to change and approve the Environmental Guidelines, as necessary. Failure to adhere to these Environmental Guidelines will result in a breach of the TOC.

Description of Gorongosa National Park

Gorongosa National Park, in Sofala Province, central Mozambique, covers 3,770 square kilometers at the southern end of the Great East African Rift Valley. Created under Legal Diploma n^o 2750/67 of 6th May, the Park includes the valley floor and parts of surrounding plateaus.

The Carr Foundation's Gorongosa Restoration Project, a U.S. not-for-profit organization, has formed a public-private partnership with the Government of Mozambique to protect and restore the ecosystem of Gorongosa National Park and to develop an ecotourism industry to benefit local communities. In February 2008, Gorongosa Restoration Project signed a 20-year contract with the Project to co-manage the Park. This long-term commitment to work together followed a 3 1/2 year period of restoration activities conducted under a Memorandum of Understanding.

The rehabilitation of Gorongosa National Park in Central Mozambique represents one of the great conservation opportunities in the world today. The key to continued species diversity on the planet is to protect critical areas such as Gorongosa National Park.

Legal Authorities

A number of Mozambique's legal documents reflect the importance of the conservation of biodiversity and the necessity of sustainable use of natural resources. The statutes that relate to the management of protected areas and conservation of biodiversity in GNP include: the Law n^o 10/99 of 7th July on Forests and Wild Fauna; the Land Law n^o 19/97 of 1st October; the Environmental Law n^o 20/97 of 1st October; the Water Law n^o 16/91 of 3rd August; the Decree n^o 45/04 of 29th September approving the Regulation on the Environmental Impact Assessment Process; Policy on Forests and Wild Fauna (Resolution n^o 10/97 of 7th April); the Legislative Diploma n^o 2753/67 of 27th May and the Legislative Diploma n^o 2750/67 of 6th May for the Regulation of Gorongosa National Park; the Legislative Decree n^o 2935/64 for Hunting Reserve 1; the Legislative Decree n^o 2767/64 for Hunting Reserve 3; the Governmental Program of Relief and Reduction of Poverty (PARPA II); the Law

of Territorial Planning n^o 19/07 of 18th July; the Law n^o 25/08 of 1st July on the Control of Invasive Species; the Tourism Law n^o 4/04 of 17th of June; and the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique's National Parks and Reserves. The LTA between the Government of Mozambique and the Carr Foundation's Gorongosa Restoration Project guides the Park Management Plan's Park Policy and Environmental Guidelines for Tourism Operators.

Definitions

Annual Conservation Fee

Financial contribution made by the Operator within the first ten Business Days of the Calendar Year to be used for the restoration of the Park.

Best Industry Practice

The exercise of that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced contractor or professional seeking in good faith to comply with his/her contractual obligations, complying with all applicable legislation and laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those envisaged by the TOC; the intention is to maintain an acceptable balance between tourism and conservation.

Construction Site

That part of the Operating Area required for the Construction Works.

Construction Contracts

The design and construction contracts entered into by the Operator.

Construction Schedule

The details for commencement, completion, and carrying out of Construction Works (including milestone dates for completion and commissioning) as agreed with the Park, and to be used by Park Management for the purpose of environmental monitoring.

Construction Works

The design, construction, rehabilitation, repair and/or commissioning of the relevant Operating Assets in accordance with the TOC and the Construction Contracts.

Contract

The Tourism Operator Contract (TOC), including its Appendices, between the Parties.

Development and Environment Proposal

An assessment of the possible impact—positive or negative—that a proposed project may have on the environment, together consisting of the natural, social, and economic aspects.

Environmental Guidelines

The Park Policy and Environmental Guidelines for Operators included in the Park Management Plan, and revised and updated by Park Management from time to time.

Environmental Impact Assessment

The process of assessing the environmental effects of a development and its subsequent operation, carried out in accordance with the applicable Regulatory Provisions.

Environmental Management Plan

A legally binding agreement between the project developer and the environmental authority, and the basis for monitoring compliance with the EIA during both the Construction and Operating Period. The EMP will form the basis of the environmental performance conditions in the Contract between the Operator and the Gorongosa Restoration Project.

Gorongosa National Park

The Gorongosa National Park, as defined in Legal Diploma n° 2750/67 of 6th May.

Greater Gorongosa Ecosystem

The Park and all of its surrounding areas of land that are connected to its landscape, in particular with regard to water resources, wildlife corridors, its economic activity and social and cultural affinities and community structures.

Greater Gorongosa Ecosystem Zoning Plan or Zoning Plan

One of the four components that make up GNP's Management Plan; the zoning system created with the purpose of identifying and classifying the areas of land and water in the Park and Buffer Zone, as well as determining the permitted and restricted uses of the resources located in the said identified areas, which constitute the Ecological Zoning Plan. In addition the Greater Gorongosa Ecosystem Zoning Plan includes the Tourism Zoning Plan that depicts the authorized physical locations for all tourism-related activities.

Material Environmental Damage

Any change in the environment within the Operating Area caused by the Operator wherein the change results in a material adverse effect on the ecological integrity of the environment or on the ability of the eco-system within the Operating Area to recover or which will have a material effect in the future, as determined by the Department of Conservation and verified by an independent environmental consultant, and when applicable, as measured against the EIA.

LTA

The Long Term Agreement between the Government of Mozambique and the Carr Foundation's Gorongosa Restoration Project to co-manage Gorongosa National Park until 2027.

Operating Area

The portion of the Park designated for Tourism Development Activities.

Operating Area Management Plan

An ecological, operational, roads and infrastructure, and community engagement plan for the Operating Area prepared by the Operator, approved by Park Management, and compatible with the Park Management Plan.

Operating Area Occupancy

Total number of beds permitted in the Operating Area, including allowable tourism beds and staff beds.

Operation, Management and Maintenance

All activities necessary for the operation, management and maintenance of the Operating Assets in accordance with the Tourism Operator Contract.

Operating Rights

All the rights conferred and obligations imposed on the Operator pursuant to this Contract for the purposes of the Gorongosa Restoration Project, including, without limitation, the right to traverse and use, finance, commission, operate, manage, maintain, repair, and charge, collect, and raise revenues from the Gorongosa Restoration Project.

Operator's Forum

A meeting to be held in the fourth quarter of the calendar year with Park Management, the Oversight Committee and all Operators. Park Management will provide the Operators with a transparent accounting of the budget of the Park and the historical and planned use of their Conservation Fees. Park Management will also provide information to the Operators on proposed changes to the Park Management Plan and/or Park Policy and Environmental Guidelines for Tourism Operators. In addition, Park Management will receive feedback from the Operators on requested changes to Park policy or practice.

Park Entrance Fees

Fees collected by Park Management for daily admission (or by the Operator on behalf of GNP) at entrance gates, airstrips, or otherwise. The fees are established and modified from time to time in the Park Management Plan and allocated for use according to Mozambican Law.

Park Management Plan

The document as defined in the Law n^o 10/99 of July 7th on Forests and Wild Fauna, prepared by the Park Management Team, created for the general management of the whole of the Park and the Buffer Zone which will consist of four components, namely: a Vision Statement and Mission Statement, a Sustainable Business Model, Zoning Plans, and an Ecological Management Plan.

Park Management Zones

The five non-overlapping management zones identified and recognized inside

the Park, which in conjunction total the entire area of the Park, and will be designated as follows: Wilderness Zone (Zone 1), Tourism Recreation Zone (Zone 2), Tourism Lodging Zone (Zone 3), Park Administration Zone (Zone 4), and Sustainable Use of Natural Resources Zone (Zone 5).

Preliminary Design

The Operator’s preliminary construction design as presented to Park Management for approval prior to the commencement of the Final Design.

Project

The commissioning, financing, operation, management, and maintenance of the Operating Assets within the Operating Area and the provision of accommodation and related services for visitors to the Operating Area, under the terms of this Contract.

Tracker

An employee of the Operator trained by both the Operator and Park Management and certified by the Director of Conservation to conduct walking and driving safaris with tourists, to engage in anti-poaching activities, fire management activities, and other conservation activities inside the Operating Area.

Chapter 2 Park Information

Hours

The Park Gate opens at 6am and closes at 6pm.

Park Entry Fee

Fees are accepted only in Mozambican Meticaais.

Per Person (Nationals) in MT	Per Person (Foreigners) in MT	Per Vehicle in MT	With Trailer in MT
100.00	200.00	200.00	50.00

Park Entrance Gates

Control of gates will reside with the Gorongosa Restoration Project.

All guests, deliveries, and other vehicles entering the Park must do so through Park entrance gates and airstrips. In general, standard opening and closing times will apply. The Operator may negotiate special provisions with Gorongosa Restoration Project to accommodate late guest arrivals or to allow staff to leave the Park outside of normal hours. Park Management must agree to such provisions in writing. All Operating Area guests must pay relevant Park entrance fees, although in some cases the Gorongosa Restoration Project will allow Operators to collect these fees on behalf of the guests. Such entrance fees are separate from and in addition to Conservation Fees. Operator staff commuting to and from the Operating Area to carry out the terms of their employment do not pay Park entrance fees.

Seasons

Gorongosa National Park will be closed during the rainy season from December 2009 to mid-April 2010, depending on rainfall.

Access by Private Aircraft

Private aircraft may land at designated landing areas and at designated times only.

Access to Operating Areas by Park staff

Park staff or their agents will have access to all Operating Areas at all times for the purpose of carrying out normal management activities.

Electricity

Electricity in Chitengo operates from 5am to 10pm.

Chapter 3

Greater Gorongosa Ecosystem Zoning Plan

The LTA provides this mandate: “The Park Management Team shall create a zoning system for the Greater Gorongosa Ecosystem, this plan shall include a classification of land and water areas and a designation of permitted and restricted uses of resources.”

GNP law enforcement staff will lead law enforcement activities, but GNP and tourism partners will jointly manage ranger posts. Fencing will not be used to delineate the different management zones; only natural landmarks act as guides for zone designations on the ground. Tourism partners will be required to abide by all use restrictions outlined in their zones. Figure 1 outlines GNP’s five management zones overlaid with Operating Areas.

Management Zones

GNP is divided into five management zones, non-overlapping, which are identified and recognized inside the Park, constituting collectively the entire area of the Park. Plans for Zones 2 and 3 together with the Buffer Zone Tourism Zoning Plan are known as the Master Tourism Zoning Plan.

Wilderness Zone (Zone 1):

In Zone 1 areas, landscape preservation is the key consideration. From an ecological perspective, large, relatively undisturbed areas support natural processes and provide benchmarks of natural structures. These wilderness zones provide essential wildlife breeding areas and are critical for protecting sensitive areas of the Park that become flooded in the wet season. The objective is to have perpetuation of ecosystems with minimal human interference.

Zone 1 is sub-divided into two categories:

Zone 1A areas are designated for particularly fragile or ecologically-sensitive areas of the Park. Tourists are not allowed in Zone 1A areas. Only Park management and research staff may enter Zone 1A areas, with prior authorization.

Zone 1B areas do not permit motorized access by tourists or permanent overnight accommodations. However, visitors may have access as part of guided walking safaris, and temporary tented camps may be approved for these excursions.

Tourism Recreation Zone (Zone 2):

Zone 2 areas offer opportunities for visitors to enjoy a variety of activities in the Park's ecosystems. Tourist activities permitted in Zone 2 may include safari style game drives, walking safaris, mountain biking, hot air ballooning, boating, fishing, bird watching excursions, caving and others. The areas will need a road

network and a few rudimentary facilities (lavatories and viewing structures). Zone 2 will not allow for any permanent overnight accommodations but as with Zone 1, there may be temporary tented camps. The GRP will provide permits to operate these tourism businesses on a transparent, competitive basis. A portion of the tourism operator permits will be made available solely to the local communities that border the Park.

Tourism Lodging Zone (Zone 3):

Zone 3 areas will permit permanent overnight tourist accommodations, including structures such as restaurants, swimming pools, and laundry facilities.

Zone 3 is divided into two categories:

Zone 3A areas will be allocated to Public Accommodations accessible to any Park visitor from the Park road network. These facilities will be available to visitors on a first-come, first-served basis.

Zone 3B areas will be allocated as areas of influence, but not necessarily for exclusive use to Private Accommodations managed by the winning participant in a competitive, transparent tender process. The accommodations will be available to private clients of these business owners. The operators of tourism businesses in Zone 3B will sign Tourism Operator Contracts, found in Annex B.

Park Administration Zone (Zone 4):

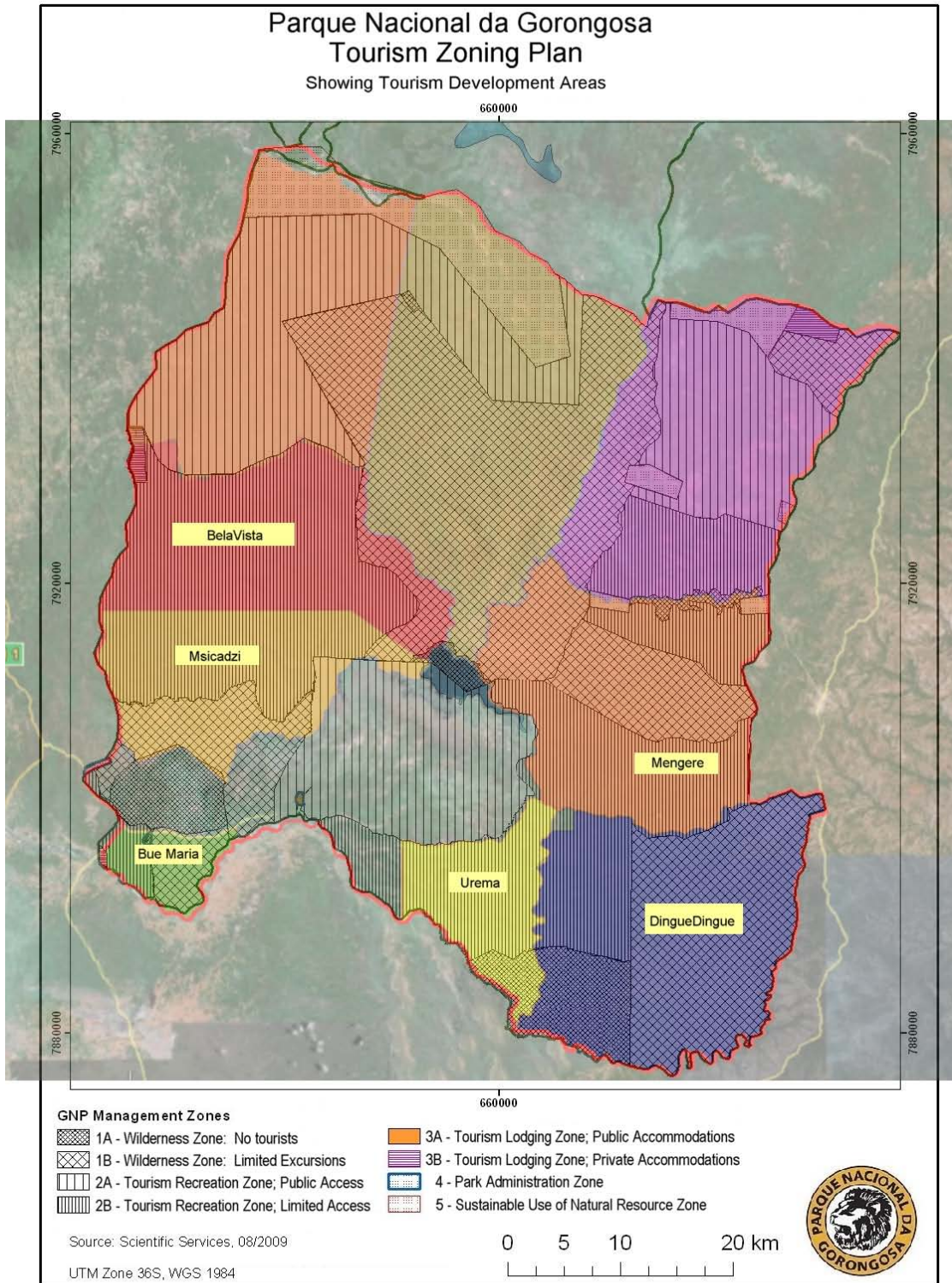
Zone 4 areas will be used by the Park Management Team and its staff for Park administration buildings, airstrips, the Gorongosa Community Education Center, the Interpretive Center, the Gorongosa Research Center, the wildlife sanctuary and conservation services facilities, vehicle workshops, a management housing complex, and so forth.

Sustainable Use of Natural Resources Zone (Zone 5):

Zone 5 areas include traditional communities and associated land use activities that occur within or adjacent to the Park, as distinguished from lodging and administrative areas where Park staff may reside.

Zone 5 may be further divided into two sub-zones to distinguish between settlements on the Park border that are contiguous with other settlements outside the Park (*Zone 5A*) and settlements that are isolated inside the Park (*Zone 5B*), to reflect different resource use restrictions for these two areas. It is a goal of this plan that there be no Zone 5B in the long term. While there are communities currently residing inside Park boundaries, the GNP has a resettlement plan (see Chapter V of the Park Management Plan). If this plan is successful, there will no longer be a need for a Zone 5B designation.

Figure 1. GNP Tourism Zoning Plan



Tourism Operating Areas

Tourism Operators may provide tourism offerings including overnight accommodation and various recreational and educational activities. As outlined in the Sustainable Business Plan of the Park Management Plan, in exchange for these rights, the tourism operators will make conservation contributions to the Gorongosa Restoration Project and will also assist the Department of Conservation and the Department of Community Relations in their missions. Each Tourism Operating Area may contain any or all of the Five Management Zones described above, respecting the land uses defined for each zone. Figure 1 includes GNP's Tourism Zoning Plan. The TOC is found in Annex B of the Park Management Plan.

Draft

Chapter 4

Environmental Impact Assessments

The Decree n^o 45/04 of 29th September approving the Regulation on the Environmental Impact Assessment Process applies to all “activities that are susceptible of causing significant impacts on the environment.” Under Article 3 Chapter I of Decree n^o 45/2004 and GNP’s Park Management Plan, EIAs must be prepared for activities that might affect a designated area such as GNP. The Ministerial Diploma n^o 129/06 represents the guidelines for the EIA process, complemented by the Ministerial Diploma n^o 130/06 – The Public Participation Guidelines for the EIA Process.

Under Article 21, Chapter IV of the EIA Guidelines, EIAs must be prepared by a registered environmental consultant or firm. The EIA for each Operator Area must rely on detailed information provided by the Operator in the Development and Environment Proposal, supplemented by specialists' reports and input from interested and affected parties (IAPs) during the EIA process.

The EIAs for all Operating Area developments must be submitted to the Ministry for the Environmental Coordination and Action (MICOA). Park Management will also review the EIAs, both as an IAP and as the regulatory authority with jurisdiction over the Park. This Operator Contract will incorporate all EIA findings and recommendations, including the detailed Environmental Management Plan (EMP) that addresses both the Construction and Operating Period of the development.

In addition to its obligations to MICOA, the Gorongosa Restoration Project has developed a Park Management Plan as part of its commitment to the “Agreement for the Long Term Administration of the National Park of Gorongosa” (LTA). The Park Policy and Environmental Guidelines for Tourism Operators comprise a component of GNP’s Park Management Plan. The EMP required by the EIA process will form a large portion of the Operating Area Management Plan created by the Operator. An EMP must be submitted to Park Management and will be attached to GNP’s Park Management Plan. Additional components in the Operating Area Management Plan (not necessarily included in the EMP) include the Community Engagement Plan and a description of the conservation support provided by the Operator. These components will be submitted to GNP’s Department of Conservation for approval.

Environmental Management Plan

The TOC requires that the EIA include a detailed EMP. The report represents a legally binding agreement between the project developer and the environmental authority and becomes the basis for monitoring compliance with the EIA during both the operating period and the deactivation process. The EMP will form the basis of the environmental performance conditions in the Contract between the Operator and the Gorongosa Restoration Project. The EMP must address both the Construction and Operating Period.

Adherence to Mitigation Measures

The Gorongosa Restoration Project will require all Operators to appoint a firm to ensure that they adhere to mitigation measures and other requirements set forth in the EMP, during both the operating period and the deactivation process. The Operator will bear the cost of the firm, and the Gorongosa Restoration Project must agree to the selection of the firm. During the Construction Phase the firm will submit monthly reports, and during the Operating Period twice-yearly reports, with a final report submitted at the end of the deactivation process. All reports must be submitted to Park Management and the Operator.

Cultural and Natural Resources

Park Management is not currently aware of any cultural or archaeological sites within the Operating Areas that will preclude development. A more detailed survey will be required during the EIA process, however, and must include a specialist report on the cultural and archaeological resources that might occur in the Operating Area. Prior to commencement of the Construction Works, the Operator will be responsible for arranging a pre-construction 'walk through' of the Development Site by a qualified archaeologist to identify undocumented cultural or archaeological resources.

The Operator's construction supervisors and crews must be trained to recognize cultural resources in the event of 'chance finds' during construction. All such finds must be brought to the immediate attention of Park Management. If the Operator discovers undocumented cultural sites or artifacts of any type at any time during the Operating Period, these must not be disturbed, damaged or removed. All such finds must be brought to the immediate attention of Park Management.

Appropriate specialists must undertake surveys of the natural resources in the Operating Area during the EIA. The purpose of such surveys is to ensure that no rare, threatened, or endangered species or habitats will be affected by construction-related disturbances to the natural environment.

Biosphere Manipulation

Operator developments and activities must adhere to all relevant Park rules regarding biosphere modification and habitat manipulation. In the context of commercial tourism developments, the Gorongosa Restoration Project emphasizes several requirements:

- No bush clearing is allowed to enhance game viewing or for any other purpose;
- Limited bush clearing will be allowed within the Development Site for the purposes of clearing and leveling prior to the Construction Works, subject to any restrictions identified by the EIA and included in the EMP;

- Operators are not permitted to introduce alien vegetation under any circumstances;
- Operators are not permitted to bait wildlife to enhance viewing;
- The Department of Conservation Services is responsible for wildlife introductions; and
- Operators are not allowed to provide artificial water points for the purpose of attracting wildlife.

Tourism Carrying Capacity

Park Management determines tourism carrying capacity for each zone by looking at limiting ecological and logistical factors such as water supply and waste production as well as designs to optimize the channeling of tourists through areas of varying ecological vulnerability. The tourism carrying capacity of an area may vary depending on the season and times of animal defense. The Operator must adhere to the bed limit that Park Management has established for the particular Operating Area. The bed limit includes all staff beds and applies to the maximum number of persons in the Operating Area at any point in time. The EMP must include the number of guest and staff beds the Operator intends to have within the Operating Area.

Park Management acknowledges that tourism operations of the type to be conducted in these Operating Areas generally have approximately 25 percent of their resident staff on leave at any given time. GNP will take this 25 percent leave factor into account in determining the actual number of beds at each Operating Area. In other words, if a site has a carrying capacity of 80, of which 60 beds are allocated to guests and 20 to staff, then a design that proposes 30 staff beds will be acceptable.

Failure to adhere to the Carrying Capacity will constitute a breach of the contract.

Visual Impacts

Any development within the Park must take into consideration the visual impacts it may have on surrounding areas and other Park users. No developments should be visible from outside the Operating Area, unless Park Management grants an exception.

Developers must reduce visual impacts through aesthetically pleasing structures that blend into the environment. For example, structures that break the skyline will be more visible than those that lie below the tree line. Careful design both reduces visibility over large distances and affords the Operator an attractive product that satisfies guests hoping for a 'wilderness' experience.' Similarly, developments that are well hidden within broken topography, hills, or mountains result in less visual impact than those situated on hilltops or plains.

The EIA must assess the visual impacts of all structures, signage and other aspects of the development. The Operator must implement the mitigation measures set forth in the EIA regarding visual impacts. The EMP must contain sufficient detail regarding the design, location, and orientation of all structures to enable evaluation.

The building style—structure, materials and design—must be in harmony with the environment including relief, local culture, and physiognomy. Structures more than one story in height are not allowed, with the exception of the Bella Vista and Bue Maria Operating Areas where two-story structures are permitted.

Lighting

Developments that blend into the landscape during daylight hours may be visible over long distances at night due to artificial lighting. The Operator must minimize the impact through methods such as reflecting light off low reflective surfaces. Lights illuminating pathways and other areas must be low to the ground and directed downwards. The design must obscure fires and other light sources so that they are not visible from more than a short distance from Camp.

Lightning Arrestors and Radio Masts

Operators requiring lightning arrestors and radio masts must describe them in the Development and Environment Proposal. They must not be visible outside of the Operating Area.

"Best practices" relating to telecommunications technology change periodically. The Operator acknowledges, therefore, that Park Management's determination as to what is acceptable may change over time. The Operator will be expected to comply with the latest definition of "best practices."

Accessibility

The design, construction, and layout of facilities should allow access, whenever possible, to a wide range of preferences and abilities of the guests. Whenever possible, appropriate size and space should provide for approach, reach, manipulation, and use of accommodations, regardless of the user's body size, posture, or mobility.

Bulk Infrastructure

Electricity

Park Management will determine if it is possible to bring electricity from the national grid to an Operating Area. In those Operating Areas where it can take place, electricity brought to the Development Site must be transmitted along the route with the lowest cumulative environmental impact, as determined by the EIA.

The Gorongosa Restoration Project envisages that for some Operating Areas alternative energy sources will be the only viable option; solar power or

generators are likely to be the most practical. If solar panels are installed, their visual impacts must be minimized, and there must be proper disposal of batteries and their by-products. Generators will be permitted, although the potential environmental impacts (noise, potential contamination from oil, and fuel spills) must be addressed in the EIA and effective mitigation measures implemented.

Water

Any tourism development must have water of good quality and sufficient quantity. Identification of an adequate source of water will be a key factor in determining where a development should be sited. The Operating Area's 'carrying capacity' for water resources must be addressed in the EIA and respect to the Water Law n^o 16/91 of 3rd August.

Regardless of the abundance of the water supply, Park Management encourages Operators to implement water conservation measures in the design of their developments.

Operators must implement recycling where possible. In addition, they must limit total water extraction for all uses in the Camp to no more than 350 liters (l) per bed per day. Gardens, lawns, and water features must be designed to meet this limit. Park Management recommends that laundry facilities for operators be located in the Buffer Zone of the Park and in Chitengo. A water tax for water abstraction has to be paid to the respective water authority under the Water Law n^o 16/91 of 3rd August. Park Management will monitor all water extraction points. The Operator must ensure that meters are installed at all extraction points and that these function at all times. If the extraction limit proves insufficient, the Operator must reduce water use, for example, by outsourcing high use activities such as laundry. In severe dry periods Operators may need to reduce the number of tourists accommodated in a particular Operating Area.

The Development and Environment Proposal must include the proposed source(s) of water for both the Construction and Development Phases. The EIA should also assess the water usage from both surface and underground sources.

If a distance source supplies water to the Operating Area, the EIA must consider the impacts of the supply pipeline. Due to the presence of elephants in GNP, any underground water pipes must be buried to a minimum depth of one meter to ensure that animals do not unearth or otherwise damage them.

Artificial Water Features

In order to allow the ecosystem to restore as naturally as possible, Park Management cannot allow artificial water sources during the restoration project as they distort natural feeding patterns of animals and create instability in wildlife populations. Park Management may create artificial

water features as an emergency intervention, however, in the case of a water crisis. In cases where natural causes destroy an emergency artificial water feature, Park Management will allow the Operator to develop an alternative source for the remainder of the Operating Period, in consultation with Park Management. The Operator bears the cost of routine maintenance to this emergency feature.

Communications Infrastructure

Telephones

Operators may use microwave and wireless telephone systems.

Radios

Most Operators will require radios for communicating with their staff in the field and for maintaining contact with Park staff in the event of emergencies. Park Management must grant permission to the Operator to use any radio frequency inside GNP.

Operators may not use Park radio networks. Park Management will, however, add the Operator's channel to the Park's radio network to enable the Operator to contact the Conservation Department in the event of an emergency. The cost of adding a channel to the Park's network will be borne by the Operator.

Waste

Liquid Wastes

The Operator must provide a wastewater management system capable of ensuring that liquid wastes are treated to a level that meets or exceeds Mozambican water quality regulations prior to discharge or reuse. If, for a specific issue, no regulation in Mozambique exists, the system must meet international standards.

Operators must provide sufficient detail regarding the proposed sewerage system at the time the EIA is undertaken to enable the EIA consultant to evaluate the soundness of the proposed approach. Park Management prohibits the use of either French drains or French drains used in conjunction with septic tanks at any Operating Area. Given constraints on water supplies in many areas, the Gorongosa Restoration Project encourages the use of systems that enable reuse of treated water. The Operator must make provision for monitoring the quality of wastewater discharge, on at least a monthly basis, by a qualified, independent body acceptable to Park Management. Monthly monitoring reports must be made available to Park Management, which will oversee compliance with relevant standards.

Fuels, solvents, and other liquid wastes (e.g., used oils from vehicles) must be stored on site in vessels equipped with secondary containment structures to prevent contamination of soil, groundwater, and surface waters due to

accidental spills or releases. These must be removed from the Operating Area and disposed of in accordance with applicable national, local, or GNP requirements.

The Development and Environment Proposal must include an estimate of the approximate volume of wastewater that the development will produce daily, as well as a description of the method of treatment and recycling that the Operator intends to install.

The EMP must include a liquid waste management plan for both the Construction and Operational Phases, which will be monitored by the firm.

Solid Wastes

The Gorongosa Restoration Project encourages Operators to implement a policy of sorting and recycling solid wastes. Wastes that cannot be recycled must be removed from both the Operating Area and the Park and disposed of appropriately. Landfills are not permitted in any Operating Areas. Biodegradable wastes must be disposed of in approved waste sites outside the Park.

The Operator must include in the Development and Environment Proposal estimates of the volumes of solid waste for different waste categories that the development is expected to generate. Solid wastes may need to be stored before being processed or removed from the Operating Area. In these instances, the storage facilities must be secured from wildlife, and the system must ensure pollution does not arise. The Gorongosa Restoration Project has developed appropriate design standards and specifications for such storage facilities. The EIA must address the location and design of all storage facilities.

The EIA must address solid waste management during both the Construction and Operational Phases, including site rehabilitation after construction is completed. These must also be included in the EMP.

Roads and Tracks

The Gorongosa Restoration Project recognizes that the type of tourism product likely to be offered at the Operating Area will necessitate a network of roads and tracks, both for access to and from the Operating Area for guests and supplies, as well as for guided game viewing for guests. The Operator may utilize existing roads and tracks in its Operating Area but must take responsibility for maintaining them to the satisfaction of Park Management.

Siting and Design of New Roads and Tracks

Roads and tracks can have a major impact on ecosystems, particularly due to erosion and sedimentation of local watercourses and due to dust pollution. To minimize these impacts, the siting of new roads and tracks must address the type(s) of soils, presence of water, tourism carrying capacity and other

factors related to the degree of impact the roads will have. New roads and tracks for game viewing purposes will be limited to the amount Park Management has approved for a particular Operating Area.

All new roads and tracks must receive a detailed assessment as part of the EIA process. Roads will be sited on soils conducive to road development (such as those that are not highly erodible or with lower clay contents) and those that will enable access throughout the year. Such roads will generally entail the lowest cost both in terms of construction and maintenance and most likely will result in fewer negative environmental impacts.

An appropriate road design is required for the upgrade of the access route, stabilization and reconstruction of roadway sections, appropriate drainage and runoff controls, and maintenance. Both local and provincial road authorities must have input on the design and resolution of access.

If the Operator identifies certain Park roads or tracks that it does not wish to utilize during the Operator Period, s/he must indicate this to both Park Management and the EIA consultant at the time the EIA is undertaken.

Standards for Roads and Tracks

The types of roads and tracks built must be consistent with their intended use and must comply with relevant Park standards. The Operator must indicate in its Development and Environment Proposal the type and quantity of traffic that is expected on these roads. The design, layout, construction and maintenance of roads will vary among Operator Areas. For Operating Areas in the Park, the Park Infrastructures Unit is available to design, construct and maintain all roads and tracks within the Operating Area, in consultation with the Operator. The Operator will bear the cost of these activities.

All tracks for game viewing purposes must be kept to the narrowest width possible to accommodate one vehicle at a time. Wide roads are costly, as well as incompatible with the type of product offered, and typically have greater environmental impacts and higher costs. All roads and tracks must be designed with minimal disturbance to the environment as a priority. Park Management expects that Operators will need to conduct manual construction of two-spoor tracks for game viewing purposes to prevent unnecessary disturbance to the environment. Park Management may make an exception for the use of heavy machinery to construct tracks only when absolutely essential.

Where possible, Operators must build roads must with *in situ* material rather than by importing gravel into the area, because of the potential environmental impacts, possible introduction of alien species, and cost of transporting such materials. In some Operating Areas, however, it may be necessary to import gravel for hardening and capping certain roads to ensure year-round access. Operators must consult with Park staff in locating

'borrow pits' or quarries for this purpose and they are subject to an EIA, which will also address maintenance, management, and final reclamation of all roads and tracks. If the Operator must import gravel from outside the Park, s/he must notify Park Management, so that it can ensure that the gravel comes from an acceptable source.

The Operator must indicate in its Development and Environment Proposal that it agrees to abide by the limit of new road development specified in the TOC. Detailed siting, alignment, and 'ground truthing' of the road and track network for each Operating Area will take place at the time the EIA is conducted, in conjunction with the Department of Conservation Services.

Fire Management

Fire management remains an important concern at GNP and a major policy and operational issue. The Operator will take primary responsibility for implementing a fire management program in its Operating Area with approval, assistance and training from Park Management. This fire management plan will be a component of the Operating Area Management Plan that in turn is consistent with the Park Management Plan.

Park Policy states that:

1. Lightning ('natural') fires in Park Operating Areas must be allowed to burn when possible.
2. However, no more than 50% of any Operating Area should burn due to one particular lightning fire.
3. The Operator must implement fire prevention and life safety measures at its camps that comply with established Park fire prevention procedures as well as with international standards. It is the Operator's responsibility to extinguish fires that threaten its property.

The EIA must address issues relating to fire safety and management as they apply to the Operating Area. At the time the EIA is undertaken, the Operator must subject its designs and safety specifications to a 'fire safety audit' carried out by a qualified fire safety expert. Should this expert make any modifications or recommendations, these must be incorporated into the EMP.

Chapter 5

Construction Guidelines

The Tourism Operator must review and agree to these procedures in writing before construction begins. *Before beginning construction, the Operator should contact the Director of Community Relations to organize a traditional ceremony with local authorities.*

Standard Operating Procedures for Construction on Site

- The contractor and the EIA officer will take a significant number of pictures showing pre-existing condition for reference and documentation of the site.
- All projects in GNP should represent examples of best practices for minimizing environmental impact.
- All impacts must be monitored and recorded for inclusion in the project EIA. Operators must avoid negative impacts whenever possible and reasonable, and must mitigate them when unavoidable.
- If in doubt, Operators should consult the project's EIA officer before undertaking an activity with a significant impact on the site.
- Operators may not carry out any burning without express permission.

Principles of Low Impact Development

- Define design brief clearly and build only what is needed.
- Use locally sourced trade items (windows, doors, cabinets, furniture, etc)
- Build with sustainably harvested wood products whenever possible.
- Use low-impact construction materials (site-made blocks, hand-plastered walls).
- Educate crew and contractor on the sustainable goals of GNP's Park Management Plan. Construction systems need to be within the skill set of the locals, and locals need to be trained in construction systems to increase their capacities.
- Use low impact or passive energy systems for heating, cooling and day lighting as much as possible (solar hot water, 12v LED lighting from solar or wind, low voltage lighting, passive cooling, natural day lighting to limit electrical usage, natural gas for cooking, etc.).
- Utilize environmentally responsible water supply and waste management, rain water collection, grey water separation and composting toilets, low flow faucets and showerheads, etc.
- Use non-toxic materials, such as natural sealants with low Volatile Organic Compounds (VOCs).

- Include proper detailing for long life of materials (suitable overhangs, termite control, proper clearances of materials susceptible to rot near grade, separation of untreated wood from concrete, etc.).
- Evaluate and measure as far as possible all environmental effects through the full life cycle of the project and mitigate negative ones.
- Orient buildings to acknowledge macro conditions, (sun path, wind, etc.) and micro conditions (game paths, trees, slopes, views, etc.).
- Acknowledge local and imported cultures of workers through image and use patterns.
- Never use toxic materials.

Safety

- Take proper safety precautions, including providing ear and eye protection for construction workers.
- Clear sites of mines before construction begins.

Setting Out

- Set survey pegs in concrete, only if great care is taken to prefabricate the beacons off-site in a safe area.
- Set out with the architect of record, contractor and EIA officer at hand.
- Resolve any discrepancies on site with contractor, architect, and EIA officer in writing. In case of a conflict, the EIA officer has the deciding vote.

Marking Out Site Boundaries

- Mark out overall site boundaries as well as circulation and zoning within the site.
- Keep circulation along paths that are part of project design and use these paths. Avoid random circulation and consequent damage.
- Use reusable or biodegradable fencing and signage. Only use plastic safety tape is for very temporary use.

Building Materials

- Do not use any building materials obtained inside the Park.
- Park Management requires the Operator to use environmentally friendly materials and recommends the operator and its contractor research international Green Development Standards prior to design of their site. The Gorongosa Restoration Project highly recommends that the operator and contractor hire an architect or planning consultant with expertise in sustainable design.

Temporary Structures

- Keep site camps as compact as possible.
- Keep clearing to a minimum. Define and respect paths and circulation.
- All structures must have managed rain water systems to avoid erosion.
- All openings must be mosquito-, snake-, and mammal-proof.
- After removing guardhouse, site office, worker and management housing, and first aid room, leave no evidence that they existed.
- Bring no food or beverages into offices or accommodations.
- Keep ablutions and toilets clean at all times.
- Toilets can be closed system 'Port-a-Loo' or plumbed to the proposed septic and soak away systems. Build the project ablution block first and use its systems during construction.
- Showers, wash hand basins and laundry must drain through a grease trap. before re-use or discharge to a soak away (use permanent project soak away).

Refectory

- Use a clean energy source for cooking.
- Firewood must follow rules as included in this document.
- Food storage must be animal-proof.
- Manage waste and wash-up safely as per rules above.
- Do not consume any wild animals or birds.
- Do not engage in biltong making or fish drying or smoking on site.
- Do not allow snack food in worker accommodations.
- Do not allow alcohol consumption.
- Secure all material storage, workshops, and wet work areas so that no materials are spread by wind, water, or animals.
- For material storage, workshops, and wet work areas use materials that are easy to clean when when packing up site.

Water supply

- Sites may collect rainwater.

- Existing borehole water may be used with permission of Park Management.
- Drinking water may be treated chemically if health safety is in doubt.
- Consult with Architect of record to build permanent water tower and use it for construction water supply.
- All taps and hoses must have faucets.
- Water may not run freely.
- Install erosion protection under all taps and faucets.
- Measure and report all water use.

Drainage and sewage

- Grey water may be captured and reused appropriately.
- Raw discharge is prohibited.
- Operators may use permanent facilities as soon as they are constructed.
- Chlorine and lye for treatment of waste water are prohibited.

Energy

- Log and report all energy use.
- Use existing energy sources where possible, or build permanent facility for construction use.
- Operators should explore temporary solar and wind installations.

Gas

- Gas may be used for cooking, welding, etc.
- Operators must have safe storage for containers.
- Log and report all gas use.

Firewood

- Firewood is permitted for cooking.
- Guards may use firewood at night.
- Firewood may be used for limited recreation in safe fireplaces with extinguisher at hand.
- Operators may source firewood from the Buffer Zone only under supervision and with an escort from GNP's security services.

- Log and report all firewood use.

Diesel and Oils

- Use of diesel and oils is permitted on site under strict safe storage conditions.
- GNP has a no spills policy.
- Diesel and oils must be handled in closed containers with pumps/siphons and funnels.
- Properly store all empty containers—do not leave them lying around.
- No oil changes on site.
- Log and report all diesel and oil use.

Waste Management

- Separate all waste into reuse or recycle categories.
- Store and dispose compost at official dump to be reused or recycled on site or transported safely and properly contained to prevent spillage.
- Log and report all final destination of all waste.
- Secure all garbage, recycling collection, and storage from rain, wind, and animals.
- Make special note of plastic in bags or sheets.
- Do not let waste storage leach into the soil.
- Do not burn or bury waste.
- Use building waste and rubble as fill.

Communications

- Contractors may erect a cell phone booster on the roof of the office.
- Satellite uplinks and phones are permitted, provided there is no permanent structure.

Insects and Mosquito Protection

- Ultraviolet bug zappers are prohibited, but mosquito pheromone zappers are allowed.
- Staff should use personal (herbal) insect repellants.
- Use bug spray indoors only.

- Burn mosquito coils only on approved holders in clear, safe areas only.
- Dangerous insecticides—including DDT—are prohibited.

Deliveries and Vehicle Traffic

- Register all on-site vehicles with the project EIA officer.
- Only drive vehicles on roads; operators may drive vehicles in the bush only with an escort from the Park's security services.
- Do not drive at night except in a life-saving emergency.
- Respect speed limits.
- Park and load only in designated areas.
- All vehicles must have logbooks.
- Enter all vehicle use related to the contract and regularly report it to the project EIA officer.
- Record fuel and oil consumption in logbooks for all vehicles, generators, and other machinery.
- Maintain vehicles well and keep them free of leaks and do not exceed normal emissions.
- Maintain vehicles, especially oil changes, in the Park's structured facility to avoid oil contamination.
- Emergency repairs may only take place outside of the Park's facility with the written consent of the project EIA officer.

Imported Material Stockpiles

- Store all imported bulk materials where they cannot wash away, blow away, or be carried away by primates.
- Clean sites and restore vegetation before handing project over.

Protection of Soils, Plants, and Animals

- Expose only the soils necessary for construction.
- Separate soil stockpiles by soil type, protect them from rain, wind and warthogs, and cover them with a tarpaulin or keep them damp to prevent dust.
- Do not mix or discharge anything these soils that is not expressly specified here.

- Make borrow pits in authorized areas only; do not dig pits within sight of a road, or in any area with a danger of erosion.
- Sides of borrow pits must be at or below the natural angle of repose (about 45 degrees) to enable animals to escape.
- Establish a use or landscape plan for borrow pits when they are no longer in use.
- Remove plants carefully from areas to be excavated.
- Store plants under shade and in damp conditions for use after building is complete.
- Do not remove any other plants without written instruction of the architect of record and written approval from the EIA officer.
- Contractors may collect seeds and cuttings from the site for mitigation work, only under supervision of the EIA officer.

Wildlife

- Guard dogs and pets are prohibited.
- Do not feed the animals
- Do not interfere with wild animals in any way.
- Do not close game paths.
- Contractors may use benign snake repellants such as potted geraniums or Tamboti smoke.
- Do not attempt to kill or capture snakes.
- Leave anthills alone.

Air and Water Conditions

- Air pollution is not permitted, with the exception of cooking, vehicle, and energy generation emissions.
- Keep all excavations and back fill damp at all times to prevent dust.
- Develop a temporary rain/storm water drainage plan for the site, with special care for material stockpiles, active excavations, back filling, refilling sites, and cement and lime stores.
- Prevent all stagnant water.
- Do not contaminate local water sources or the water table.

- Handle fuel with minimal risk of spillage.
- Use a non-leaching surface in case of spills; do not leave this surface behind.

Noise

- Limit noise to normal construction equipment noise during work hours.
- Keep all vehicles and construction well maintained to reduce noise to reasonable volumes.
- Do not engage in shouting or screaming.
- Contain after-hours music and entertainment noise to within 100m of the site boundaries.
- Do not imitate animals or their noises.
- Do not synthetically amplify religious services, prayers, and ceremonies; they will be subject to mutual consent of other people present on site.

Staff Discipline

- Register all staff with the security officer of GNP.
- Any non-registered staff or independent contractors are considered to be trespassing.
- Staff should wear identifiable clothing and carry staff identification documents.
- All staff must undergo environmental and worker safety, malaria, and HIV/AIDS awareness training.
- Firearms or traditional weapons are prohibited without the written permission of the Park Warden.
- Staff must remain in worker housing and recreational areas or on the job; they may not circulate around the site.
- Staff may only arrange recreational trips into the Park with the Gorongosa Restoration Project.
- Keep laundry, toilet, and ablution activities in set areas only.
- Litter is prohibited.
- Contractors must provide trash bins.
- Staff may burn single wood fire at night in a protected fireplace with extinguisher close at hand.

- Liquor and recreational drugs are prohibited, except in the cases of traditional ceremonies and the roof wetting ceremony.
- Harvesting of fauna or flora is prohibited.

Mitigation

- Repair all damage as soon as it occurs, or at the latest during the snagging phase of the building.
- At the snagging stage of the contract the Contractor and EIA officer must review 'as built' conditions.
- The Contractor and EIA officer will develop a mitigation plan for any environmental damage which may have accidentally occurred.
- Contractors must complete mitigation plans before builders are evacuated.
- Record, calculate, and offset all carbon emitted during construction before buildings are handed over.

Handover of Site

- The contractor is expected to return the site and its surroundings in conditions equal to or superior to their original condition.

Chapter 6

Operator Activities

The primary guest activities for all Operating Areas will be guided game drives (both during the day and at night) and guided walks.

Game Drives

- Game drives are only permitted on designated tracks within the Operating Area. Operators may use the general public road network, where normal Park rules and regulations apply.
- Driving after dark is permitted in agreed to areas up to 22hr00. Park Management must approve any drives later than this time.
- Guides must ensure the group is not visible to other Park users.
- Guests may not stand up while driving or at game sightings.
- Only Operator staff may sit or track on the 'tracker seat' located on the bonnet, and they must move inside the vehicle when approaching dangerous game.
- The Guide must keep noise levels on a drive to a minimum.
- No one may call any nature, bait or engage in any other activity whose purpose is to attract animal attention.
- Guides must have attained professional qualification as agreed to by Park Management.

Operator Game Drive Vehicle Standards

Park Management will provide the Operator with a detailed "Internal Regulations," a subsection of the Park Policy and Environmental Guidelines, prior to the commencement of the Operating Period, which will contain all relevant standards and codes of conduct in force at that time. The Gorongosa Restoration Project may update this "Internal Regulations" as needed and will provide the Operator with updated copies.

- All drivers must have in their possession a license for the category of vehicle they are operating, and Park permits for both the vehicle and the driver.
- All vehicles must be licensed with the relevant authorities, and operators must ensure they are roadworthy.
- All vehicles must be fully insured against all perils and third party liabilities.
- Prior to commencing operations, the Operator must provide Park Management with a list of all of its game drive vehicles, including the vehicle specifications and registration numbers of each.

- Vehicles may not exceed the size of a typical LWB Toyota Land Cruiser with a one-ton net capacity. The exception to this restriction is a delivery vehicle traveling on the main designated arterial access road.
- 4X4 capability is essential, especially in the rainy season.
- All vehicles must carry basic tools for typical repairs and first aid kits.
- All vehicles must be fitted with a two-way radio that is in communication with the Operator's base facility at all times.
- All vehicles must have a rack for carrying a firearm fitted in an appropriate place.
- All vehicles must have fixed seating; loose seats are not permitted.
- Vehicles must have an appearance that suits the character of the experience being offered.
- Guests may not stand up in the vehicle while at a sighting of a dangerous animal.
- Vehicles must be designed and built to ensure visitor safety at all times, especially with respect to wild animals.
- Vehicles should have an overhead cover for rain and sun.
- Vehicles must include a means of protection for guests on sides where appropriate.

Other Vehicles

Only designated Operator game drive vehicles and Park management vehicles are permitted on game viewing tracks. All other Operator vehicles must remain on the main designated arterial access route(s) or official public roads within the Park.

Off-Road Driving

Off-road driving is prohibited in Operating Areas unless specifically approved for certain areas. If any part of the Operating Area is available for off-road driving it will be identified in the TOC.

- Off-road driving may only be undertaken in the event of a confirmed sighting of agreed to species. In general these include elephant, leopard, lion, rhino, and buffalo.
- Off-road driving is not permitted in wet conditions, on sodic patches, or duplex soils.

- Vehicles driving off-road may under no circumstances follow in the tracks of another vehicle.
- Under no circumstances will off-road driving be permitted at river crossings. Operators wishing to drive along riverbeds must develop and carefully manage track spurs into and out of the river(s), which will count as part of the road and track network allocation. As with the entire road and track system, these river bed entry and exit spurs will be subject to the findings of the EIA and approval by Park Management.
- The Operator shall maintain a register of all off-road events. Guides must record on a daily basis each off-road driving event that occurs, including all relevant details of the event, as required by Park Management. Failure to maintain the register regularly and completely will be deemed cause for terminating the Operator's permission to drive off-road.

Walks

- Walks are permitted anywhere within the Operating Area unless specifically prohibited by Park Management.
- Guides must have attained 'dangerous game' qualifications as determined by Park Management.
- The Tracker must carry a rifle and ammunition as determined by Park Management.
- The maximum number of guests on a trail may not exceed eight guests plus one Guide and one Tracker, or a total of 10 (ten) people. If an Operator wants to include additional staff on any given walk, the number of guests must be decreased commensurately. The Guides must have attained a guiding qualification as agreed to by Park Management. The Tracker must have extensive local knowledge of the area, be competent to handle the firearm, be able to utilize the radio, and have training in basic medical first aid.
- All trailists must sign an indemnity form before proceeding on a trail; dangers and safety procedures must be explained to all trailists.
- Walking is only permitted between sunrise and sunset.
- Dangerous game may not be tracked.

Sighting Procedures

The following procedures must be observed at sightings in an Operator Area:

- The Guide who first arrives at a sighting will take charge and control of the sighting, and will hand over to another Guide upon leaving the sighting.
- A maximum of three vehicles is permitted at a sighting at any one time.

- Assess escape routes from the sighting before entering.
- Regard all animals as potentially dangerous and observe caution at all times.
- Approach sighting in the appropriate transmission gear.
- Guests may not remove or damage vegetation or artifacts.
- Avoid areas where guided walks are being conducted.

Campfires

No one may collect or use natural resources within the Park without written approval from Park Management. In particular, no one may collect firewood for campfires, cooking, or any other use except as specifically agreed to with Park Management. If firewood is brought in from outside it should comply with GNP's policies. Campfires and/or gas cookers will be allowed only in designated areas and at specified times.

General guest safety

The Operator must have an emergency medical evacuation policy that covers both guests and staff in the event of a serious injury or acute medical emergency. Relevant staff must be trained in and aware of this policy.

- All buildings, vehicles, machinery, and other structures including their operation must comply with the relevant legislation and standards in Mozambique.
- The Operator Areas are located in areas where dangerous animals live; design, construction, and layout of the facilities must bear this in mind.

Monitoring of Compliance with Codes of Conduct

Operators must take reasonable steps to ensure that guests are aware of all provisions and standards of performance. Operators should post these standards in guest rooms and in other areas where they will be visible to guests. In addition, the Gorongosa Restoration Project will provide a letter to guests welcoming them and advising them of relevant Park rules and regulations. Guests should have a way to report to the Operator and Park Management on their experiences while visiting the Park and the Operating Area through an evaluation form or similar means. Operators should request that all guests complete this form before they depart. Both Park Management and the Operator will review comments received.

Other Activities

Operators wishing to fund and/or undertake research projects within the Operating Area must first obtain approval for the project and all of its details from Park Management. Any commercial wildlife filming that takes place in the Operating Area is governed by the Gorongosa Restoration Project's filming

policy, and must be undertaken only after discussions with and approval from GNP's Department of Tourism Development.

The Gorongosa Restoration Project will permit Operators to undertake any necessary security precautions in the Development Site and its Operating Area generally.

Staff Issues

Construction Workers

The Gorongosa Restoration Project encourages Operators to contract at least 75 percent of its workers from the Park's Buffer Zone communities. Park Management will make arrangements for gate access to the Operating Area for all permanent and casual workers involved in the Construction Phase. The EIA must identify the total number of people to be employed on site during Construction and will assess all of the Construction issues, including access to site, temporary accommodation, source of water, provisions for solid and liquid waste removal, etc. The Operator must abide by all of the recommendations presented in the EMP. Park Management and the Operator must maintain close communication and coordination throughout the Construction Phase.

Staff Accommodations

The Operator must accommodate as many staff as possible off-site in order to reduce the environmental and social impacts of the development. However, in Operating Areas located far from entrance gates, a higher proportion of total staff may require on-site accommodation. All staff accommodation must comply with national and internal building regulations and standards.

The Gorongosa Restoration Project recommends single accommodation units. However, if a dormitory structure is required, Park Management and the Operator will agree on design. This restriction applies to all Operating Areas, including those utilizing tented structures. On-site staff accommodation requirements must be included in the Development and Environment Proposal. The Development and Environment Proposal must also indicate the total number of people to be accommodated on site, including family members. The health and safety of staff and their families must be ensured at all times, including when commuting between accommodation facilities and place of work.

Collection of Natural Resources by Staff

No staff may collect or use natural resources within the Park without written approval from Park Management. Specifically, they may not collect firewood for cooking and other uses, during either the Construction or Operating Period. If they bring firewood from outside the Park, it must be done in accordance with relevant Park policies.

Staff Health and Safety

The Operator must have an emergency medical evacuation policy that covers both guests and staff in the event of a serious injury or acute medical emergency. Relevant staff must be trained in and aware of this policy. All buildings, vehicles, machinery and other structures (including their operation) must comply with relevant Mozambican legislation and standards.

- Emergency medical facilities available at the Park can be used for a cost to be mutually agreed upon.
- The design, construction and layout of facilities must take cognizance of dangerous animals that reside in all of the Operating Areas.

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Chapter 7

Monitoring

All of the issues discussed and described in this document will require monitoring. The Gorongosa Restoration Project reserves the right to monitor them according to the standards set out in these Environmental Guidelines, the findings of the EIA, and/or in a manner agreed upon between the parties as the process develops. If Park Management determines that the Operator does not comply with these Environmental Guidelines, Park Management may assess fines and/or restrict access to the Operating Area until corrections have been made.

The Gorongosa Restoration Project reserves the right to undertake all conservation management activities—including monitoring, culling, capture, and research—in all of the Operating Areas.

If certain Operating Area standards are difficult to determine at present, the Gorongosa Restoration Project will, in conjunction with the Operator, review the issues in the Operators' Forum. This Forum will establish a process whereby both parties can discuss and agree to standards of performance, within thresholds of acceptable change. (Issues might include, for example, gate opening and closing times; modifications to GNP's game drive vehicle standards; routine infrastructure issues associated with waste disposal, etc.) The Operator must comply with any standards thereby established.

Annex D

Employment Guidelines

Anti-Corruption Clause

For purposes of Law n^o 6/04 of the 17th of June, each Party agrees to follow a policy which requires that its directors, officers and other employees avoid any conflict between their own interests and the interests of the Parties in dealing with suppliers, customers and other organizations or individuals seeking to do business with the Parties in connection with the present Agreement. This obligation also applies to the activities of each of the Parties' employees and agents in their relations with the other Parties' families, their representatives, and third parties.

Each Party's compliance with this requirement includes, but is limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration, which have the purpose of influencing the recipients of such consideration to act contrary to the interests of their employer or principal under the present Agreement.

Notwithstanding anything in the present Management Plan to the contrary, no provision may be interpreted or applied so as to require either Party to do, or refrain from doing, anything that would constitute a violation of a law and/or regulation. Each of the Parties respectively represents and agrees that they will not, directly or indirectly, in connection with this Plan and the business resulting there from, offer, pay, promise to pay, or authorize the giving of money or anything of value to a government official (including but not limited to employees of government owned instrumentality's), to any officer or employee of a public international organization, to any political party or official thereof or to any candidate for political office, or to any persons, while knowing or being aware of a high probability that all or a portion of such money or thing or value will be offered, given or promised, directly or indirectly, to any governmental official, to any officer or employee of a public international organization, to any political party or official thereof, or to any candidate for political office.

Labor Laws

GRP and Tourism Operators will abide by the laws in force, relating to the employment of employees on its Project and will use its best efforts to take all reasonable steps to ensure similar compliance by its contractors, sub-contractors at all levels, assignees and agents, and agrees to adhere to and ensure, as far as practicably possible, adherence to fair labor practices.

Compliance by Employees

During the Operating Period, Tourism Operators will take all necessary measures to ensure that its staff adheres to, abides by and complies with the Park Policy and Environmental Guidelines for Tourism Operators in Annex C of the Park Management Plan.

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Annex E

Mozambican and International Laws and Policies

Gorongosa National Park is governed by Mozambican legal authorities, international conventions, and the Agreement for the Long Term Management of the National Park of Gorongosa (LTA) LTA between the Government of Mozambique and the Carr Foundation's Gorongosa Restoration Project.

Long Term Agreement (LTA)

The LTA between the Government of Mozambique and the Carr Foundation's Gorongosa Restoration Project specifically guide this Park Management Plan. By the Internal Resolution n^o 4/07 of 18th December, the Mozambican Government approved the LTA and gave authority to the Ministry of Tourism to represent the Government for signature of the LTA. On December 27, 2007, the Government of Mozambique, represented by the Ministry of Tourism (MITUR), signed the LTA with the U.S.-based Gregory C. Carr Foundation. Greg Carr signed the LTA on February 8, 2008. The Carr Foundation has since changed its name to the "Gorongosa Restoration Project." References in this Management Plan to "Carr Foundation" and "Gorongosa Restoration Project" or "GRP" are interchangeable.

ANNEXURE E

MANAGEMENT PLAN

1. The Park Management Team shall be obligated to elaborate a Management Plan for the Park and to update the Management Plan every 2 (two) years thereafter. The Management Plan shall cover the whole of the Greater Gorongosa Ecosystem, particularly with respect to:
 - 1.1. Water resources (especially the Park catchment areas);
 - 1.2. Wildlife corridors (connecting to other protected areas);
 - 1.3. Economic activity (in respect of household resource use ranges);
 - 1.4. Socio-cultural affinities and Community structures.

2. When elaborating the Management Plan, the Park Management Team shall use as guidelines the following:
 - 2.1. The Management Plan shall consist of four components:
 - 2.1.1. The Vision Statement and Mission Statement;
 - 2.1.2. The Sustainable Business Model (Business Plan);

- 2.1.3. The Greater Gorongosa Ecosystem Zoning Plan:
 - 2.1.3.1. The Ecological Zoning Plan;
 - 2.1.3.2. The Tourism Zoning Plan; and
 - 2.1.4. The Ecological Management Plan.
- 2.2. Each of these components is described below, with emphasis on the strategic planning processes that will be used to incorporate the input obtained from the Park Management Team and the adequate participation of the appropriate stakeholders in the Management Plan.
- 3. Vision Statement and Mission Statement:**
- 3.1. The Vision Statement shall be descriptive and value-laden, portraying an optimistic view of how the Park and the Greater Gorongosa Ecosystem might look 30 (thirty) years into the future. It shall be aspiring and inspirational, exciting internal and external audiences. It shall be bold and challenging, but achievable with effort, wisdom, and good fortune.
 - 3.2. The Mission Statement shall concisely define the dual objectives of the management of the Park: i) the protection and restoration of the biodiversity and natural processes of the ecosystem, and ii) regional poverty alleviation through the establishment of ecotourism businesses and through other beneficial influences of the Park. The Mission Statement shall establish the scope of these management objectives and identify broad strategies.
- 4. Sustainable Business Model:**
- 4.1. The Park Management Team shall create the Sustainable Business Model that when fully realized will enable the Park to generate sufficient revenue to sustain its operations. The Park Management Team shall create annual operating plans that lead incrementally toward full implementation of the Sustainable Business Model. The first business plan shall be created within one year of the signing of this Agreement. The Sustainable Business Model and each annual business plan shall also adhere to the Vision and Mission Statements of the Park.
 - 4.2. The following is a guide the Park Management Team shall use when creating the Sustainable Business Model:
 1. Executive Summary
 - 1.1. Objectives
 - 1.2. Mission
 - 1.3. Keys to Success
 2. Market Analysis
 - 2.1. Market Segmentation

- 2.2. Competitive Analysis
- 3. Products and Services
 - 3.1. Services
 - 3.2. Products
 - 3.3. Promotion
- 4. Components of the Operating Model
 - 4.1. Tourism
 - 4.1.1. Tourism Development Authority
 - 4.1.2. Community Tourism Businesses
 - 4.1.3. Private Sector Operators
 - 4.2. Ecosystem Management
 - 4.2.1. Conservation Services
 - 4.2.2. Gorongosa Research Center
 - 4.2.3. Community Contracts
 - 4.3. Operations, Infrastructure, Park Development Authorities
 - 4.4. Gorongosa Education Center
- 5. Management and Organization
 - 5.1. Organization Chart
 - 5.2. Departmental Organizational Hierarchy
 - 5.2.1. Management Positions
 - 5.2.1.1. Directors
 - 5.2.1.2. Level 8,9 and 10 Managers
 - 5.2.1.3. Staff Positions Level 1 through 7
- 6. Financial Plan
 - 6.1. Hypotheses and Financial Indicators
 - 6.2. Break-even analysis
 - 6.2.1. Fixed Annual Cost to Operate the Park
 - 6.2.2. Average Per-Unit Revenue (by Tourism Product)
 - 6.2.3. Average Per-Unit Variable Cost
 - 6.3. Pro Forma Statement of Financial Position
 - 6.4. Pro Forma Statement of Financial Activities and Cash Flow

5. Greater Gorongosa Ecosystem Zoning Plan:

- 5.1. The Park Management Team shall create a zoning system for the Greater Gorongosa Ecosystem, which plan shall include a classification of land and water areas and a designation of permitted and restricted uses of resources.
- 5.2. Guidelines to form this plan are outlined below:
- 5.2.1. Legal boundaries of the Park:
- 5.2.1.1. The boundaries of the Park shall as defined in Legal Diploma n° 2750 of 6th of May of 1967;
- 5.2.2. Management Zones:
- 5.2.2.1. There shall exist five management zones, non-overlapping, which shall be identified and recognized inside the Park, constituting collectively the entire area of the same. Resource use restrictions and policies for the management zones shall be fully detailed in the Management Plan. Zones 2 and 3 together (along with the Buffer Zone Tourism Zoning Plan) shall be known as the Master Tourism Zoning Plan and policies for these zones shall be developed by the Tourism Development Department. The management zones shall include:
- 5.2.2.2. Wilderness Zone (Zone 1):
- 5.2.2.2.1. In zone 1 areas, landscape preservation is the key consideration. From an ecological perspective, large, relatively undisturbed areas support natural processes and provide benchmarks of natural structure. These wilderness zones are essential wildlife breeding areas and they are critical for protecting sensitive areas of the Park that are flooded in the wet season. The perpetuation of ecosystems with minimal human interference is the objective.
- 5.2.2.2.2. Zone 1 shall be further sub-divided into two categories:
- 5.2.2.2.2.1. Zone 1A areas are designated for particularly fragile or ecologically-sensitive areas of the Park. Tourists are not allowed in Zone 1A areas. Only Park management and research staff are allowed in Zone 1A areas, with prior authorization.
- 5.2.2.2.2.2. Zone 1B areas also do not permit motorized access by tourists nor permanent overnight accommodations, but visitor access shall be allowed as a part of guided walking safaris, and temporary tented camps shall be approved for these excursions.
- 5.2.2.3. Tourism Recreation Zone (Zone 2):

5.2.2.3.1. Zone 2 areas offer opportunities for visitors to enjoy a variety of activities in the Park's ecosystems. Tourist activities permitted in Zone 2 may include safari style game drives, walking safaris, mountain biking, hot air ballooning, boating, fishing, bird watching excursions, caving and others. A road network and a few rudimentary facilities (lavatories and viewing structures) are the only human developments that will be required. There shall be no permanent overnight accommodations in Zone 2 but as with Zone 1, temporary tented camps will be allowed. Permits to operate these tourism businesses shall be let on a transparent, competitive basis. A portion of the tourism operator permits shall be made available solely to the local communities that border the Park.

5.2.2.4. Tourism Lodging Zone (Zone 3):

5.2.2.4.1. Zone 3 areas shall permit permanent overnight tourist accommodations.

5.2.2.4.2. As a part of this, structures such as restaurants, swimming pools, and laundry facilities shall be allowed.

5.2.2.4.3. Zone 3 shall be further divided into two categories:

5.2.2.4.3.1. Zone 3A areas shall be allocated to Public Accommodations accessible to any Park visitor from the Park road network. These facilities shall be available to visitors on a first-come first-served basis.

5.2.2.4.3.2. Zone 3B areas shall be allocated to Private Accommodations. These areas shall be managed by the winning participant in a competitive, transparent tender process. The accommodations shall be available to the private clients of these business owners. The operators of tourism businesses in Zone 3B areas shall pay negotiated fees to the Park Revenue account for the benefit of this exclusivity.

5.2.2.5. Park Administration Zone (Zone 4):

5.2.2.5.1. Zone 4 areas shall be utilized by the Park Management Team and their staff and shall be available for Park administration buildings, airstrips, the Gorongosa education center, Gorongosa History Museum and tourist interpretive centers, visitors' centers, the Gorongosa Research Center,

wildlife sanctuary and conservation services facilities, vehicle workshops, management housing complex, etc.

5.2.2.6. Sustainable Use of Natural Resources Zone (Zone 5):

5.2.2.6.1. Zone 5 areas include traditional communities and associated land use activities that occur within or adjacent to the Park, as distinguished from lodging and administrative areas where Park staff may reside.

5.2.2.6.2. Zone 5 may be further divided into two sub-zones to distinguish between settlements on the Park border that are contiguous with other settlements outside the Park (Zone 5A) and settlements that are isolated inside the Park, to reflect different resource use restrictions for these two areas (Zone 5B).

5.3. Buffer Zone of the Park:

5.3.1. The creation of this Buffer Zone is provided for in Article 10 of Law n° 10/99, of the 7th of July, according to which its creation is of the exclusive competence of the Council of Ministers, in accordance with what is provided in the Park Management Plan.

5.3.2. Resource use rights, restrictions, and policies for the Buffer Zone shall be defined in the Management Plan, but may include the following:

5.3.2.1. Subsistence hunting for household consumption;

5.3.2.2. Community-based safari hunting;

5.3.2.3. Control of problem animal species (by the Conservation Services Department);

5.3.2.4. Game farming must be consistent with the wildlife reintroduction objectives of the Park;

5.3.2.5. Collection of fire wood for household consumption;

5.3.2.6. Bee-keeping and collection of other non-forest products such as medicinal plants for household consumption;

5.3.2.7. Controlled ecotourism activities, such as camps from local materials, hiking trails, and other ecologically-compatible activities, which shall be further described in the Buffer Zone Tourism Zoning System of the Management Plan;

5.3.2.8. Only sustainable social infrastructure development;

5.3.2.9. Only sustainable agriculture projects;

5.3.2.10. No mining;

- 5.3.2.11. Only sustainable exploration of forests;
- 5.3.2.12. No adverse impact on water quality or quantity;
- 5.3.2.13. Stringent fire control systems;
- 5.3.2.14. Control of invasive alien species.
- 5.3.2.15. No large-scale water resources development or extraction projects that result in a significant adverse change in the quantity and quality of inflows to the Park;
- 5.3.2.16. No land use practices that result in significant adverse change in the quantity or quality of inflows to the Park;
- 5.3.2.17. No agricultural development and settlement in the 50m buffer strip along rivers and streams flowing into the Park as mandated by Law n° 10/99, of the 22nd of December, on Wildlife and Forestry;
- 5.3.2.18. No other activities that may result in a significant adverse change in the quantity or quality of inflows to the Park.

6. **Ecological Management Plan:**

- 6.1. The fourth component of the Management Plan is the Ecological Management Plan. The Park Management Team, in consultation with the Communities, donor agencies, NGOs, specialists, and other stakeholders, will develop a holistic, integrated plan for the ecological management of the Greater Gorongosa Ecosystem. The planning process will establish a common vision, mission, target conditions (ecological states or processes), and conceptual model for the management of the Park, define management goals, strategic objectives and sub-objectives, and actions for implementing the plan, institutionalize research, monitoring, and adaptive feedback mechanisms to revise and improve the plan, and identifying constraints, challenges, and opportunities and prioritizing management concerns for action.
- 6.2. The plan will be coordinated by the Gorongosa Research Center and the Conservation Services Department, in consultation with the science advisory board, and used as a basis for setting measurable objectives for evaluating Park and Buffer Zone management.
- 6.3. The values and mission statement of the Ecological Management Plan shall be consistent with the values and mission statements of the Management Plan and with the Sustainable Business Model.
- 6.4. Goals for the Ecological Management Plan:

6.4.1. Defined goals shall provide the first level at which activities, strategies, or skill sets are necessary, at the broadest level, to achieving the vision and mission of the Ecological Management Plan. The goals should be visionary (inspirational in outlining the desired state towards which management is working), relatively general (broadly defined to encompass all project activities), concise, and broadly measurable (defined so that changes in the target conditions upon which the goal is based can be accurately assessed). An example of a goal for the ecological management plan might be: “Protect, conserve, and utilize the natural resources of the Park in a sustainable way to ensure economic, ecological, and social benefits to all stakeholders.”

6.5. Objectives and sub-objectives to achieve the goal(s) of the Ecological Management Plan:

6.5.1. Objectives and sub-objectives shall be specific statements detailing the desired accomplishments or outcomes of management. If the management process is well conceptualized and designed, realization of management objectives should lead to fulfillment of management goals. Objectives and sub-objectives are impact oriented (representing desired changes in critical threat factors that affect the project goal), measurable (definable relative to some standard scale), time limited (achievable within a specific time period), specific (clearly defined so that everyone involved has the same understanding), and practical (achievable and appropriate for the site).

An example of an objective to achieve the goal described above might be:

“Ecosystems, biodiversity, and the historical and cultural assets of the Greater Gorongosa Ecosystem conserved;”

6.5.2. Examples of sub-objectives corresponding to this objective might be:

6.5.2.1. “The genetic pool of species conserved”;

6.5.2.2. “The integrity, species viability and endemic wildlife and habitat maintained”;

6.5.2.3. “Aesthetic quality of air, water, and scenic resources conserved”;

6.5.2.4. “The presence and introduction of exotic species controlled”;

6.5.2.5. “Landscape, water catchment, sites of historical and cultural significance protected”;

6.5.2.6. “Involve local communities in monitoring and benefit sharing”;

6.5.2.7. “The occurrence of man-made wildfires minimized”;

6.5.2.8. “Conservation awareness in local communities increased”

- 6.5.3. Activities to reach each of the objectives and sub-objectives:
- 6.5.3.1. Activities will be defined through the strategic planning process. Activities shall be specific actions or tasks undertaken by staff to reach each of the management objectives. Activities are linked (directly related to achieving a specific objective), focused (outlines specific tasks that need to be carried out), feasible (accomplishable within existing resources and constraints), and appropriate (acceptable and fitting within site-specific cultural, social, and biological norms).
 - 6.5.3.2. Objectives, sub-objectives, and activities will be organized corresponding to specific goals in the Ecological Management Plan.
- 6.5.4. Conceptual model of the Ecological Management Plan:
- 6.5.4.1. The conceptual model shall identify the factors that influence the target conditions/processes, and the assumed causal linkages between factors and target conditions/processes in a diagram format. Management shall include three categories of factors:
 - 6.5.4.1.1. direct threats (factors that immediately affect target conditions or processes);
 - 6.5.4.1.2. indirect threats (factors that underlie or lead to the direct threats); and
 - 6.5.4.1.3. contributing factors (factors that are not direct or indirect threats, but affect the target conditions/processes, such as weather or socio-cultural values).
 - 6.5.4.2. Once the initial conceptual model is developed, we will diagram how different project activities enter into the model to influence the different factors and threats that affect the target condition or processes. The resulting conceptual model is a road map for how different management activities are expected to break assumed causal links between negative factors and target conditions/processes.
 - 6.5.4.3. The conceptual model also helps us evaluate how best to improve project success. If the conceptual model truly shows how management activities will influence target conditions, then implementation of the management activities should lead to desired results. However, if management activities are conducted well but our conceptual model is inaccurate, then our management activities will probably not lead to desired results. Further strategic planning would be necessary to improve ecological management of the Greater

Gorongosa Ecosystem. Alternatively, if the conceptual model is accurate, but the implementation of management activities is poorly carried out, then the management activities will likely not lead to desired results. In this case, improved management practices or staff training might be more appropriate to improve the results.

6.5.5. Research, monitoring, and adaptive management:

6.5.5.1. In addition to establishing effective goals, objectives, and activities to guide the ecological management of the Greater Gorongosa Ecosystem, it is essential to implement an effective system for research, monitoring, and evaluation feeding into an institutionalized adaptive management system. Effective research, monitoring, evaluation, and adaptive management processes and procedures are vital to all aspects of ecological management of the Greater Gorongosa Ecosystem.

6.5.5.2. The adaptive management system for the Greater Gorongosa Ecosystem will be based on the integration of science (accumulated and ongoing research to understand the system), monitoring (state-of-the-art measurements of system performance), and management (direct action to modify or maintain the system). Two key elements of the adaptive management system shall be a well-developed objectives hierarchy corresponding to project goals and strongly articulated monitoring end-points (called Thresholds of Potential Concern or TPCs).

6.5.5.3. As described in the sections above, the Park Management Team shall establish a clear hierarchy of goals, objectives, sub-objectives, and activities for the ecological management of the Greater Gorongosa Ecosystem. In association with each objective and sub-objective, research staff will determine specific, quantifiable information needs (indicators) that must be addressed in order to evaluate whether management is realizing its goals. TPCs provide upper and lower levels along a continuum of change for the selected indicators. TPCs may be set to cover a wide (risk-tolerant) or narrow (risk-averse) range of change in conditions or patterns. In their broadest application, TPCs provide a set of operational goals that collectively define the spatiotemporal heterogeneity conditions, in terms of ecosystem composition, structure, and function, for which the Greater Gorongosa Ecosystem is to be managed.

- 6.5.5.4. The adaptive management process works as follows. First, multi-disciplinary, integrated research activities coordinated by the Gorongosa Research Center elucidate the underlying bio-physical components and processes that sustain the Greater Gorongosa Ecosystem and identify agents of change (threats) to ecosystem composition, structure, and function. Suitable TPCs are defined from this research for corresponding management objectives. A monitoring program is implemented to track population and ecosystem performance relative to the TPCs, carried out by staff of the Conservation Services Department (for monitoring within the park), the Community Relations Department (for monitoring in the buffer zones), and the Gorongosa Research Center (for field research and remote sensing).
- 6.5.5.5. When a TPC level is crossed (or when modeling predicts it will be reached), it triggers an assessment process to determine the causes of the extent of change. A formal submission is made from the monitoring team to the adaptive management decision-making committee composed of relevant staff of the Scientific Services Department, the Conservation Services Department, and the Community Relations Department. The assessment in turn provides the basis for deciding whether management action on the ground is needed to moderate the change, or whether the TPC needs recalibration through further research.
- 6.5.5.6. If management steps are taken, the research and management team next determines if the Greater Gorongosa Ecosystem goals and objectives are being met by the management actions. If so, the TPC monitoring process continues as part of the adaptive management loop. If not, further strategic planning is needed to revise goals or objectives, new TPCs are set, and monitoring is implemented.
- 6.5.5.7. TPCs as monitoring indicators must be measurable (recorded and analyzed in quantitative or qualitative terms), precise (defined the same way by different people), consistent (not changing over time so that it always measures the same thing), and sensitive (changing proportionately in response to actual changes in the condition or process being measured). TPCs should also be biologically and ecologically meaningful; statistically definable, robust, and defensible; logical and concise, unequivocally stated in exact detail; conceptually understandable and sufficiently intuitive to be manager-

friendly; and technically and financially feasible to develop, implement, monitor, and maintain.

6.5.5.8. Some examples of ecosystem components and processes in the Greater Gorongosa Ecosystem for which TPCs might be established include:

- 6.5.5.8.1. Rare herbivores: minimum viable population levels;
- 6.5.5.8.2. Elephants: maximum sustainable population levels (or alternatively, minimum percentage of woody cover in elephant habitats);
- 6.5.5.8.3. Large carnivores: minimum and maximum viable population levels;
- 6.5.5.8.4. Population communities: minimum total area or patch size of critical species habitats;
- 6.5.5.8.5. Lake Urema: minimum flooding extent, maximum turbidity;
- 6.5.5.8.6. Vunduzi River: percentage of change in indexes of biological integrity, seven-day minimum low flow, sediment discharge;
- 6.5.5.8.7. Invasive species: presence; exceeds percentage total cover; exceeds percentage change in cover;
- 6.5.5.8.8. Anthropogenic fire: thresholds for extent, timing, frequency;
- 6.5.5.8.9. Rare and threatened birds: minimum viable populations (or minimum suitable habitat indicators for area, fragmentation, proximity to settlements, etc.);
- 6.5.5.8.10. Gorongosa Mountain and Cheringoma escarpment forest cover: patch number and size, percentage of cover;
- 6.5.5.8.11. Settlements inside the Park: number of households, and percentage of change;
- 6.5.5.8.12. Human-wildlife conflicts: occurrence, damage to perennial crops; and
- 6.5.5.8.13. Harvest thresholds for large mammals, small mammals, birds, fish, reptiles, amphibians, grasses, firewood, medicinal plants, palm wine, and other resources from the Park and Buffer Zone.

6.5.6. Key issues in ecological management planning:

6.5.6.1. Constraints, challenges, and opportunities:

- 6.5.6.1.1. In this section, we will identify some of the major constraints, challenges, and opportunities that the Park Management Team shall face in attempting to achieve the mission, goals, and objectives for ecological management of the Greater Gorongosa Ecosystem. These constraints,

challenges, and opportunities will be defined during the strategic planning process.

6.5.6.1.2. Examples of constraints include:

6.5.6.1.2.1. Poor or unsafe road accessibility to vast regions of the Park;

6.5.6.1.2.2. Settlements and agricultural development within the Park: disruption of wildlife movements, land degradation, uncontrolled resource use; and

6.5.6.1.2.3. Lack of sufficient trained staff for Conservation Services, Community Relations, Tourism Development, and other Park Management Team requirements.

6.5.6.1.3. Examples of challenges include:

6.5.6.1.3.1. Capture, transport, and successful reintroduction of sufficient wildlife to form viable populations;

6.5.6.1.3.2. Involvement of local Communities and private sector in tourism development and management; and

6.5.6.1.3.3. Implementation of effective monitoring and adaptive management systems.

6.5.6.1.4. Examples of opportunities include:

6.5.6.1.4.1. Newly constructed approximately 6000 ha wildlife sanctuary;

6.5.6.1.4.2. Substantial long-term donor investment and interest; and

6.5.6.1.4.3. Rich history of Gorongosa and widespread awareness of its status as former world-class Park.

6.5.6.2. Critical ecological management concerns:

6.5.6.2.1. The Ecological Management Plan must particularly address strategies and timetables for resolving pressing management issues, for example:

6.5.6.2.1.1. Managing human settlements within the Park;

6.5.6.2.1.2. Reintroducing wildlife and managing the sanctuary;

6.5.6.2.1.3. Managing wildlife-human conflicts;

6.5.6.2.1.4. Arresting degradation and promoting reforestation of Gorongosa Mountain;

6.5.6.2.1.5. Reducing and managing wildfires inside the Park;

6.5.6.2.1.6. Regulating use of natural resources by people in the Park;

- 6.5.6.2.1.7. Establishing and managing resource use rights and restrictions in the Buffer Zone;
- 6.5.6.2.1.8. Controlling invasive species;
- 6.5.6.2.1.9. Understanding of vegetation community dynamics and management priorities; and
- 6.5.6.2.1.10. Assessing ecological and cultural impacts of proposed tourism development.

Draft

Relevant Mozambican Laws and Policies

A number of Mozambique's legal documents reflect the importance of the conservation of biodiversity and the necessity of sustainable use of natural resources. The statutes for the management of protected areas and conservation of biodiversity in GNP include: the Law n^o 10/99 of 7th July on Forests and Wild Fauna; the Land Law n^o 19/97 of 1st October; the Environmental Law n^o 20/97 of 1st October; the Water Law n^o 16/91 of 3rd August; the Decree n^o 45/04 of 29th September approving the Regulation on the Environmental Impact Assessment Process; the Ministerial Diploma No 129/06 on the Guidelines for the EIA Process; the Ministerial Diploma No 130/06 on the Public Participation Guidelines for the EIA Process; the Policy on Forests and Wild Fauna (Resolution n^o 10/97 of 7th April); the Legislative Diploma n^o 2753/67 of 27th May and the Legislative Diploma n^o 2750/67 of 6th May for the Regulation of Gorongosa National Park; the Legislative Decree n^o 2935/64 for Hunting Reserve 1; the Legislative Decree n^o 2767/64 for Hunting Reserve 3; the Governmental Program of Relief and Reduction of Poverty II (PARPA II); the Law of Territorial Planning n^o 19/07 of 18th July; the Law n^o 25/08 of 1st July on the Control of Invasive Species; Tourism Law n^o 4/04 of 17th of June; and the Decree n^o 15/09 of 14th April on the Allocation of Funds for Mozambique's National Parks and Reserves.

Law on Forests and Wild Fauna (Law n^o 10/99 of 7th July)

The Law of Forests and Wild Fauna N^o 10/99 supercedes some laws after independence and colonization. The law establishes in its preamble that the economic, social, cultural, and scientific importance of forests and wild fauna justifies the necessity of its sustainable use as well as its protection and conservation for the benefit and improvement of the quality of life of Mozambican citizens.

With respect to Areas of Conservation, this Law defines a National Park: "Hunting, forest exploitation, agriculture, mineral extraction, and raising of cattle are forbidden. One of the innovations of this Law is the increase of penalties and confiscation of vehicles and any equipment found while trespassing inside the boundaries of a National Park."

Land Law (Law n^o 19/97 of 1st October)

The Land Law recognizes the right to land through occupation on the part of rural families, based on oral testimonial. This law calls for: (i) recognition of the right to land use and/or utilization according to customary norms and practices; and (ii) compulsory consultation to the communities when demarcating and titling the right to use and/or utilize land.

Environmental Law (Law nº 20/97 of 1st October)

The Environmental Law defines the legal basis for the proper use and management of the environment and its elements in order to establish a system of sustainable development in Mozambique.

The Environmental Law calls for rational utilization and management of environmental components; recognition of traditions and community knowledge; participation of the citizens in the environmental management program; and international cooperation in order to find solutions to environmental problems.

Water Law (Law nº16/91 of 3rd August)

The law postulates that all traditionally established common uses must be recognized and recorded and that there must not be any private utilization of water in prejudice of the populations' right to potable water. It also adds that the holders of rights and of private utilization will have to allow access of the neighboring population to potable water.

The law also defends the participation of the populations in the main decisions relating to the policy on water management. As one of its objectives, the Law states that the National Policy on Water must be geared towards the continuous and sufficient provision of potable water to the populations so that they meet their domestic and hygienic needs.

Regulation on the Environmental Impact Assessment Process (Decree nº 45/04 of 29th September)

The Decree nº 45/04 of 29th September, approving the Regulation on the Environmental Impact Assessment Process. This document is of great relevance for conservation and protected areas and allows for monitoring and evaluation of the impacts of activities over time. This document also requires that if these activities are developed, management will identify and implement mitigation of the negative impacts.

This regulation establishes roles, instructs on the process for evaluating environmental impact, categorizes activities, establishes schedules, instructs on the process of licensing of the activities, and assigns responsibilities and sanctions.

Policy on Forests and Wild Fauna (Resolution nº 10/97 of 7th April)

The objective of the Politics and Strategy of Development of Forests and Wild Fauna over the long term is: "Protection, conservation, use, and development of

forest and faunal resources for the social, ecological and economic benefit of current and future generations of the Mozambican people.”

This defined a set of objectives for social, ecological, economic, and institutional areas that are considered priority areas of short and long-term intervention in order to achieve sustainable development.

The social objective includes the necessity to strengthen forest and faunal resources for poverty relief and increase of the participation of the local communities in the management and use of these resources.

The ecological objective is centered in the protection and conservation of the forest and faunal resources, using forest resources to maintain soil, conserve water, and provide other benefits.

The economic objective is centered in the reinforcement of forest and fauna protections to promote economic development, satisfaction of the requirements of the local forest products industry, and income generation through efficient tax collection.

Regulation of Gorongosa National Park (Legislative Diploma No 2753/67 of 27th May and Legislative Diploma n^o 2750/67 of 6th May)

The Regulation of GNP establishes boundaries, specific roles for each department, and regulates the scientific and tourist activities for the Park. It also sets out objectives for GNP: 1) The conservation of wild fauna and vegetation; 2) the protection of scientific interests of the country, with particular emphasis on the aesthetics, geology, history, and archeology; and 3) the recreation of visitors.

Decree on Hunting Reserve 1 (Legislative Decree n^o 2935/64)

Realizing the need to integrate into GNP and in light of provisions of Part 5 of Articles 8 and 9 of Legislative Decree n^o 2496, on the 4th day of July of 1964, the designation of hunting reserve 1 (“Coutada 1”) as a hunting reserve, created by Article 3 of Administrative Act No. 14096, on the 9th day of July of 1960, is abolished. This decree provides the area with an absolute prohibition to hunt any animal species in Coutada 1.

Decree on Hunting Reserve 3 (Legislative Decree n^o 2767/64)

Realizing the need to integrate into GNP and in light of provisions set forth in Part 5 of Articles 8 and 9 of Legislative Decree n^o 2496, on the 4th day of July of 1964, the designation of hunting reserve 3 (“Coutada 3”) as a hunting reserve, created by Article 3 of Administrative Act n^o 14096, on the 9th day of July of 1960 is abolished. The area of the decommissioned Coutada 3 has an absolute prohibition to hunt any animal species in the area.

Program for Relief of the Absolute Poverty (Parpa II)

This Governmental Program for Relief of Poverty, which lasts 5 years, was approved in the Resolution N^o 4/06 of 12th April by the Council of Ministers and establishes that, at the same time that they continue the increased efforts for the rebuilding of the national economy as compared with PARPA I of 2000, the government will concentrate on national economic growth and the reduction of poverty, particularly in rural agricultural areas, as well as the consolidation of peace, national unity, and democracy, through mainly local indigenous development. General objectives of the plan are the reduction of the levels of absolute poverty and the promotion of rapid, yet sustainable, comprehensive economic growth.

In order to conserve natural resources and biodiversity in general, this program will develop multi-sectoral strategies to promote a favorable environment for development, create incentives for the investment and diversification of the industry, promote programs of inquiry for the improved use of natural resources, as well as improving the road network, communication infrastructure, and commercialization. PARPA II sets new objectives for Mozambique to make it easier for small and medium-sized agro-businesses in rural areas to enter into the private sector. The government defined that the economic development of Mozambique depends in great measure on sustainable land use and protecting natural resources. The plan guarantees transparency and improved oversight for the management and “rational exploitation” of natural resources and calls for program implementation to protect the country’s water resources.

It also establishes that the politics for the land management must guarantee the use of the land to all the collective entities, singulars or, national or foreign, who have funds and social initiatives for the benefit of the Mozambican people.

Law of Territorial Planning (Law n^o 19/07 of 18th July)

The Law of Territorial Planning seeks to ensure the organization of space at national level and sustainable use of natural resources, taking in consideration all legal, administrative, cultural, and social conditions of the country, promote the protection and conservation of the environment. The territorial planning according to this Law should ensure the organization of the public domain, namely: the territorial waters, roads, beaches, conservation areas, etc.

Regulation on the Control of Invasive Species (Decree n^o 25/08, of 1st of July)

The main objective of this Regulation is to provide protection of species and vulnerable and threatened ecosystems to ensure their survival; prevention of any unauthorized introduction and spread of alien species and invasive alien

species on ecosystems and habitats where they do not occur naturally; the management and control invasive alien species, to prevent or minimize damage to the environment and biodiversity in particular; the eradication of alien species and invasive alien species from ecosystems and habitats where they may harm such ecosystems or habitats, and finally to conduct environmental impact assessments in terms prescribed on Decree No. 45/04 of 29th September before the introduction of the invasive species.

Tourism Law (Law n^o 4/04 of 17th of June)

The Tourism Law establishes the legal framework for the promotion of tourism activities, and the main objective of this Law is to boost the economic and social development while respecting the country's forests, wildlife, mineral, archaeological and artistic heritage, which must be preserved and transmitted to future generations.

Decree on Allocation of Funds for Mozambique's National Parks and Reserves (Decree n^o 15/09 of 14th April)

The Ministerial Decree on Allocation of Funds creates a mechanism to allocate funds collected in national parks and reserves in the tourism industry. Revenue collected by National Parks in Mozambique must be allocated accordingly: 64 percent: National Park; 20 percent: State; 16 percent: Buffer Zone Communities.

Other Principal Relevant Legal Documents

National Policies

- National Strategy and Policy for Development of Forests and Wild Fauna
- National Agriculture Policy
- National Land Policy
- National Environmental Policy
- National Territorial Planning Policy
- National Tourism Policy
- National Water Policy
- National Fishing Policy and respective legislation
- National Policy to Promote Investment

National Programs, Plans, and Strategies

- National Strategy for Tourism Marketing (2006-2013)
- National Strategy of Sustainable Development of Mozambique
- Action Plan to Prevent and Control Uncontrolled Wildfires
- Strategy and Action Plan for the Conservation of Biological Diversity
- National Adaptation Program for Action on Climate Change (NAPA)
- National Action Plan to Fight Drought and Desertification

International Legal Authorities

Relevant Conventions and Agreements Ratified by Mozambique

- Kyoto Protocol to United Nations Framework Convention on Climate Change (UNFCCC), Resolution n^o 10/04 of 28th July.
- Stockholm Convention on Persistent Organic Pollutants, Resolution n^o 56/04 of 31st December.
- Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, Resolution n^o 10/09 of 29th September.
- Convention on Conservation of Migratory Species, Resolution n^o 9/08 of 19th September.
- Ramsar Convention on Wetlands of International Importance, especially as Waterfowl Habitat, Resolution n^o 45/03, of 5th November.
- International Convention on Oil Pollution Preparedness, Response and Co-operation, Resolution n^o 6/03 of 18th February
- Southern Africa Development Community Protocol on Wildlife Conservation and Law Enforcement, Resolution n^o 14/02 of 5th March.
- Southern Africa Development Community Protocol on Tourism Development for the Region, Resolution n^o 12/01 of 20th March.
- Cartagena Protocol on Biosafety, Resolution n^o 11/01 of 9th August
- Convention on the Law of the Sea, Resolution n^o 21/96 of 26th November.
- United Nations Convention to Combat Desertification (UNCCD), Resolution n^o 20/96 of 26th November
- Bamako Convention on the Ban on the Import into Africa and the Control of Transboundary Movement and Management of Hazardous Wastes within Africa, Resolution n^o 19/96 of 26th November
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, Resolution n^o 18/96 of 26th November
- Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Eastern African Region, Resolution n^o 17/96 of 26th November
- Convention on Biological Diversity, Resolution n^o 2/94 of 24th August
- Convention for the Protection of the Ozone Layer, Resolution n^o 8/93 of 8th December.
- Membership in the International Union for Conservation of Nature, Resolution n^o 21/81 of 30th December.
- Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), Resolution n^o 20/81 of 30th December.
- African Convention on the Conservation of Nature and Natural Resources, Resolution n^o 18/81 of 30th December.

Annex F

Bibliography

- Anderson, Jeremy L.; Beilfuss, R.; Pereira, C., and Zolho, R. June 2006. *Proposed Strategy to Reintroduce and Supplement, Wildlife Populations in Gorongosa National Park, Moçambique.*
- Beilfuss, Richard. 2007. *Adaptative management of the invasive shrub Mimosa pigra at Gorongosa National Park; Department of Scientific Services.*
- Beilfuss, Richard. 2007. *Gorongosa National Park; Department of Scientific Services, annual report.*
- Beilfuss, Richard; Dutton, Paul, and Moore, Dorn. N.d. *Land Cover and Land Use Change in the Zambezi Delta, Zambezi Basin Wetlands Volume III, Chapter 2, Land Cover Change, Zambezi Delta.*
- Davey, Adrian. 1998. *Evaluating Effectiveness, a framework for assessing management of protected áreas.* IUCN, World Commission on Protected Áreas, Best Practice Protected Áreas Guidelines Series, No. 1.
- Dunham, Kevin. 2004. *Aerial Survey of Large Herbivores in Gorongosa National Park, Mozambique,* Unpublished Report submitted to the Gregory C. Carr Foundation.
- Fernandes, J. Faustino. 1968. *Os Solos do Parque Nacional da Gorongosa,* Instituto de Investigação Agronómica de Moçambique; Lourenço Marques.
- Hockings, Marc, and Stolton, Sue, et. al. 2006. *Evaluating Effectiveness, a framework for assessing management of protected áreas.* IUCN, World Commission on Protected Áreas, Best Practice Protected Áreas Guidelines Series, No. 14.
- Hockings, Marc, and Stolton, Sue, et. al. 2000. *Evaluating Effectiveness, a framework for assessing management of protected áreas.* IUCN, World Commission on Protected Áreas, Best Practice Protected Áreas Guidelines Series, No. 6.
- IUCN, ROSA, DNFFB. 1995. *Management Plan for Integrated Conservation and Development.* Unpublished Report.
- Lynam, Tim e Zolho, Roberto. 2003. *Plano de Maneio Adaptável para o Parque Nacional da Gorongosa,* Ministério do Turismo, Direcção Nacional de Áreas de Conservação.

Lynam, Tim and Zolho, Roberto. 2001. *Report of the Resilience Alliance Workshop to review what is known of the ecosystem on which Gorongosa National Park (GNP) is dependent.*

Okavango Delta Management Plan Project, 2006, Draft Final Okavango Delta Management Plan.

Shoko, Dennis S. M. N.d. *Small-scale Mining and Alluvial Gold Panning within the Zambezi Basin.* Unpublished Report.

Stalmans, Marc and Beilfuss, Richard. 2008. *Landscapes of the Gorongosa National Park, Final Draft, Parque Nacional da Gorngosa, Gorongosa Research Center, Chitengo.*

SWECO & Associates. 2003. *Monograph Report Annex III: Groundwater Resources* submitted to Government of Mozambique, Government of Zimbabwe, and SIDA.

Tinley, K. L. 1969. *Os Limites Ecológicos do Parque Nacional da Gorongosa e a Manutenção da Natureza Bravia;* Direcção Provincial dos Serviços de Veterinária; Repartição Técnica de Fauna.

Tinley, K. L. 1971. *Esboço do Sistema Ecológico do Parque Nacional da Gorongosa;* Direcção Provincial dos Serviços de Veterinária; Repartição Técnica de Fauna; Moçambique.

Tinley, K. L. 1977. *Framework of the Gorongosa Ecosystem,* University of Pretoria, Pretoria.

U.S. Department of the Interior, National Park Service. July 2006. *Amistad National Recreation Área, Draft General Management Plan/Environmental Assessment.*

Physical Hydrogeology and Geophysics, Progress Report, 2008.

Zolho, Roberto e Steinbruch, Franziska. 2007. *Proposta de Alteração dos Limites do Parque Nacional da Gorongosa,* Administração do Parque Nacional da Gorongosa.

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Internet references:

Protected Áreas Project, www.areasprotegidas.cv

Gorongosa National Park and Restoration Project, www.gorongosa.net

Politécnico de Viseu, www.ipv.pt

The IUCN Red List of Threatened Species, www.iucnredlist.org/

Convention on International Trade in Endangered Species on Wild Fauna and Flora, www.cites.org