



Press Release

**Cooperation on Ecosystem Management between Rwanda Environment Management Authority (REMA) and Institut of Geographical Sciences and Natural Resources Research, Chinese Academy of Sciecnes (IGSNRR-CAS)
Kigali, November 22, 2012.**

Witnessed by Hon. Minister Stanislas Kamanzi of Natural Resources, H.E. Academician Honglie Sun, and H.E. Academician Bojie Fu of the Chinese Academy of Sciences, A Memorandum of Understanding on ecosystem management has been signed by Ms. Rose Mukankomeje, Director General of Rwanda Environment Management Authority (REMA) and Mr. Guirui Yu, Deputy Director General of the Institute of Geographic Sciences and Natural Resources Research of the Chinese Academy of Sciences (IGSNRR-CAS) on 22 November 2012 in Kigali.

This cooperation is facilitated by the International Ecosystem Management Partnership of the United Nations Environment Programme (UNEP-IEMP).

The MOU will serve as an umbrella framework under which the parties involved will collaborate on various aspects of ecosystem management on: monitoring and research, policy support and capacity building. The following specific areas will be focused on during the collaboration:

- i) Ecosystem monitoring, assessment and management, information and data sharing;
- ii) Analysis and modelling of the ecosystem processes;
- iii) Adaptation and risk management of climate change;
- iv) Capacity building for sustainable use of natural resources;
- v) Evaluation of ecosystem services and sustainable livelihood; and
- vi) Other areas of work that could contribute to the advancement of science, ecosystem management and capacity building.

Honorable Kamanzi blessed the signing of the MOU as a landmark to commence and sustain concrete collaborative initiatives on ecosystem management, with recognition that this will not only benefit the advancement of ecological science but also more importantly ecosystem restoration and conservation in Rwanda. He committed continued support from his ministry to this collaboration.

Professor Sun congratulated the success of the very first step of the collaboration on behalf of the whole team from Chinese Academy of Sciences. He emphasized that the good practices and experiences on ecosystem management could be shared through this cooperation, in particular, the expertise of the Chinese Ecosystem Research Network (CERN) of the past 20 years could be mobilized to support ecological monitoring, research and demonstration here in Rwanda.

Both sides praised the UNEP-IEMP for its facilitation and technical support for this collaboration

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**INSTITUTE OF GEOGRAPHIC SCIENCES AND NATURAL
RESOURCES RESEARCH,
CHINESE ACADEMY OF SCIENCES
11A DATUN ROAD, BEIJING 100101, CHINA**

AND

**RWANDA ENVIRONMENT MANAGEMENT AUTHORITY
P.O.BOX 7436 KIGALI, RWANDA**

This Memorandum of Understanding (hereinafter referred to as the "MOU") executed this 22nd day of November 2012 between the Institute of Geographic Sciences and Natural Resources Research, Chinese Academy of Sciences (hereinafter referred to as "CAS-IGSNRR") and the Rwanda Environment Management Authority of Po. Box 7436 Kigali, Rwanda, (hereinafter "REMA").

WHEREAS the CAS-IGSNRR is the host institute of International Ecosystem Management Partnership of United Nations Environment Programme(UNEP-IEMP), and a leading academic and research institution in geography and natural resource management in China with more than 1200 full time scientists and graduate students. Its provision of the work is related to geography, geographic information system (GIS), sustainable use of natural resources and

ecosystem research, as well as agricultural policy studies, and UNEP-IEMP is a main international platform for CAS to conduct ecological research.

WHEREAS the REMA is a non-sectorial institution under the Ministry of Natural Resources (MINIRENA) of Rwanda, mandated to facilitate the implementation of national environmental policy and the subsequent legislation, and oversight of the integrity of Rwanda's environment for sustainable development.

WHEREAS CAS-IGSNRR and REMA (hereinafter referred to as "the Parties") share the common understanding of the importance of African studies and China-Africa academic cooperation with regards to the sustainable use, monitoring and support capacity of natural resources, healthy ecosystems, and regional sustainable development, based on sound science and technology, and wish to collaborate to improve the sustainability with their respective mandates and governing regulations.

NOW therefore the Parties have agreed to cooperate as follows:

PURPOSE

The purpose of this MOU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared understanding and perspectives with regard to the sustainable use and management of natural resources and ecosystem services contributing to national sustainable development.

AREAS OF COLLABORATION

1. Areas of collaboration are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed regularly by the Parties. This would allow the Parties to respond to newly emerging issues in Rwanda, and in China for purposes of collaboration and exchange.

2. The Parties have agreed to make an effort to promote cooperation and develop partnership for mutual support of research, policy and capacity building activities in the following preliminary areas:
 - vii) Ecosystem monitoring, assessment and management, information and data sharing;
 - viii) Analysis and modelling of the ecosystem processes;
 - ix) Adaptation and risk management of climate change;
 - x) Capacity building for sustainable use of natural resources;
 - xi) Evaluation of ecosystem services and sustainable livelihood; and
 - xii) Other areas of work that could contribute to the advancement of science, ecosystem management and capacity building.

3. The major activities under the areas of collaboration may cover:
 - i) Implementation of joint research project in Rwanda
 - ii) Establishment and maintenance of ecological experimental site.
 - iii) Training and exchange of postgraduate student, and technical staff for capacity building;
 - iv) Joint application for funding including donor funds, research grants, contributions and subscriptions;
 - v) Organization and participation in academic meetings including participation with other collaborators; and
 - vi) Any other collaborative efforts that can be determined from time to time by the Parties.

4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.
5. Operational guidelines, both academic and budgetary, for each project activity under the MOU shall be settled in a specific "Agreement of Collaboration".

MUTUAL OBLIGATIONS

1. The Parties shall maintain close working relationship and seek ways to make the cooperation effective.
2. The Parties hereto undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any, or all the objectives of the collaboration.
3. The overall MOU does not entail any obligation for the Parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), the Parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions (such as flight reconfirmation and hotel reservation) to enable them to carry out programme objectives.
4. The Parties, within the limits of relevant laws, shall seek waiver of duty and Value Added Tax applicable in their respective countries on any equipment and materials obtained from either country for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'Agreements of Collaboration'.

5. The Parties shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
6. The Parties further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
7. The Parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'Agreements of Collaboration' regarding each individual project.
8. Each party shall engage relevant institutions in the country towards implementation of agreed projects.
9. The Parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'Agreements of Collaboration' regarding each individual project.
10. The employees, personnel, agents, contractors or other affiliates of CAS-IGSNRR for carrying out any of the agreed projects under this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, agents, contractors or their affiliates of REMA, nor shall any employees, personnel, representatives, agents and other affiliates of REMA be considered as being employees, personnel, agents or other affiliates of CAS-IGSNRR.
11. The way in which the Parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise, as well as the way the Parties shall keep each other indemnified against all damages to or losses of any of their respective facilities

resulting from the fault of their respective agents and/or servants will be specified in the individual project agreements – provided always that Intellectual Property Rights shall be shared equally.

MANAGEMENT OF THE COLLABORATION

Each Institution shall designate a coordinator to develop and coordinate the program activities. The initial coordinators are **Dr. Rose MUKANKOMEJE** for REMA and **Dr. Zhang Ming** of Scientific Research Department of the CAS-IGSNRR. Notification of change or successor shall be in writing to the other Party.

INTELLECTUAL PROPERTY RIGHTS

All rights created by patent as a result of joint activity shall be shared by CAS-IGSNRR and REMA. Unless all the Parties agree, no Party shall individually, and without prior notice and consent of the others, file or obtain whether in China or Rwanda or elsewhere and anywhere any Intellectual Property Rights over any research materials or information under this MOU including properties, derivatives or processes, including those that may utilize the knowledge of local communities regarding any product or process even where such process has been modified to a more sophisticated level by synthetic or any other method. Such Intellectual Property shall be in any event jointly owned by the Parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

MATERIAL TRANSFER AGREEMENT

Any and all materials transferred between the Parties shall be subject to an acceptable 'Material Transfer Agreement' signed by the Parties and appended to the 'Agreement of Collaboration' regarding the individual projects.

DURATION OF THE MEMORANDUM

This MOU shall come into effect from the date of execution and shall remain in force for a period of five years.

IMPLEMENTATION

The Parties shall strictly observe the provisions of this MOU at all times.

DISPUTE RESOLUTION

Any dispute or disagreement relating to implementation of the MOU shall be resolved by negotiation between the two Parties. If however, the Parties fail to arrive at an amicable resolution, the dispute shall be referred to an arbitrator jointly agreed upon by the Parties.

FORCE MAJEURE

Either Party shall promptly notify the other Party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the Parties obligations under this MOU impossible. Upon notification of the occurrence of such a situation or event, the performance of this MOU shall be deemed to be postponed for a period of time equivalent to that caused by the *Force Majeure* and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the MOU.

REVIEW AND AMENDMENTS

The MOU may be amended or revised if the Parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided upon at any time and shall be made in writing upon mutual consent of the Parties.

TERMINATION OF MEMORANDUM

The MOU may be terminated with immediate effect by mutual agreement between the Parties or by either Party giving the other not less than six (6) months notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding this 22nd Day of November 2012.

SIGNED for and on behalf of the **Rwanda Environment Management Authority**:

(Rose MUKANKOMEJE, Direct General, REMA)

SIGNED for and on behalf of the **INSTITUTE OF GEOGRAPHIC SCIENCES AND NATURAL RESOURCES RESEARCH, CHINESE ACADEMY OF SCIENCES**:

(Guirui YU, Deputy Director General, CAS-IGSNRR)

