

COOPERATION AGREEMENT

BETWEEN

**MINISTRY OF FOREST ECONOMY AND THE
ENVIRONMENT OF THE REPUBLIC OF CONGO**

AND

**WORLD RESOURCES INSTITUTE
(GLOBAL FOREST WATCH INITIATIVE)**

1. OBJECT OF THE AGREEMENT

This cooperation agreement is signed by the Government of the Republic of Congo, represented by the Ministry of Forest Economy and the Environment, hereafter MEFE, and the World Resources Institute, through its Global Forest Watch initiative, hereafter WRI.

This agreement extends from the former agreement signed in June 2003 by the MEFE and WRI, relating to the follow-up of the forestry development and the control of the forest legislation in Republic of Congo carried out by the means of the ITTO project PD 176/02 Rev. 1 (F) entitled 'Application of the techniques of remote sensing and GIS to support the control of the forest legislation in Republic of Congo', in collaboration with CNIAF.

2. OBJECTIVE OF THE AGREEMENT

Contribute to the sustainable management of forest resources in Republic of Congo by improving the monitoring of the forest sector activities, and by disseminating the gathered information to all stakeholders.

Specifically, this agreement will focus on (i) the collection and updating of accurate spatial, statistical and qualitative data on forest resources use and management in Congo and (ii) strengthening local capacities for information collection and processing, in order to enforce forestry laws and increase the control and monitoring efficiency of logging activities.

3. ACRONYMS.

MEFE	Ministry of Forest Economy and the Environment
DGF	Director General of Forests Economy
DEP	Direction des Études et de la Planification
CNIAF	Centre National des Inventaires et Aménagements forestiers et Fauniques
ITTO	International Tropical Timber Organization
GFW	Global Forest Watch
WRI	World Resources Institute

4. PARTIES

MEFE

The Ministry of Forests Economy and the Environment (MEFE) is responsible for the elaboration and execution of the Republic of Congo Government policy in terms of forest and wildlife resources management.

The MEFE responsible person for this agreement is the the Director General of Forests Economy (DGEF). The focal point for the execution and technical follow up of the agreement is the Sub-Directeur des Études et de la Planification (DEP).

The coordinates are:

Ministry of Forest Economy and the Environment

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WRI

The World Resources Institute is a non-governmental organization based in Washington, DC, USA. Among the numerous WRI initiatives, Global Forest Watch, an international network of partners, aims to promote sustainable forest management by providing the local, national and international stakeholders with means (data and tools) to facilitate the access to relevant information on the state of forest exploitation.

GFW is strictly limited to the collection, analysis and dissemination of information, and do not carry out pressure campaign. Moreover, all products published by WRI are submitted to a strict review process. The WRI responsible person for the execution and follow up of this agreement is the director of the Forest Landscapes Initiative in WRI based in Washington DC, USA.

World Resources Institute

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5. CONTENT OF THE AGREEMENT

On the concrete level, collaboration more particularly aims the installation of a cell of management computerized of forest information within the MEFE.

Collaboration will comprise four (4) aspects, namely:

Domain 1: Preliminary diagnostic study (2 months)

Initially, a diagnostic study of the whole of the activities and of the collection systems, forest statistics and management and data processing will be realized.

This preliminary study will lead to general recommendations relating to:

- the setting-up of a National Forest Statistics Cell within the MEFE;
- the design and the installation of a collection system, treatment and data-processing management and diffusion of forest information, including the architecture of the data base as well as the configuration of the tools and data-processing networks necessary;
- Congolese staff training, as well at the central level of the Ministry, as on the level of the various departmental delegations.

This diagnostic study will include an analysis of the needs which the various users of forest information could have, of which mainly administration, but also the civil society, the private sector and funders.

The management operating system of forest information aimed by this diagnostic should ideally be conceived in particular to be able to adequately manage the forest geographical data (forest concessions, VMA, surfaces protected, national parks, etc), the statistics on the forest activities of Congo (forest zoning, exploitation, transformation, marketing - by owner, region, concessions, gasoline, etc), the economic situation of the sector (employment, contribution to the GDP and the trade balance, values of exports, taxes and royalties expenses, perceived penalties, etc.) as well as the aspects connected to the management of the protected areas (number of visitors, hunting statistics, data on the poaching, etc).

From its nature and its objectives, this project supplements and supports the ITTO project 176/02 Rev.1 (F) entitled: 'Application of the techniques of remote sensing and GIS to support the control of the forest legislation in Republic of Congo', a project started in March 2004 by GFW. This is thus a very good example of convergent actions in Congo.

Domain 2: Acquisition and installation of the basic infrastructure (Already implemented)

- installation of the office having to shelter the system (physical space, furnishings, connections, telephone, Internet, etc.) ;
- selection and the mobilization of the personnel having to operate the system within the MEFE (2-3);
- the acquisition and the installation of two (2) computers and the software and software packages necessary;
- the acquisition of the basic office equipment necessary to the correct operation of the cell.

Domain 3: Design and programming of the system (6 months)

The architecture of the system will be elaborate and the database will be conceived according to the needs identified at the time of the diagnostic analysis. These activities having to be covered will

include not only their treatment, data-gathering and checking, as the generation of the reports. The system will include research capacities (*query*) to permit the research and the fast generation for particular information.

The project will concentrate on:

- a) capture and treatment and the management system on the central level of the data arriving at Brazzaville of the various departmental delegations and other services of the Administration; and,
- b) capture and processing of forest data on the level of a pilot departmental delegation.

The departmental delegation of Kouilou located at Pointe Noire was selected as a pilot site taking into account the activities of forestry development, transformation and exportation which proceed there, of the presence of the seat of the Program of Control of the Forest Use Products for Export (PCPFE) carried out by SGS, and finally because of its accessibility.

It is understood that the project will not engage in reforms in the plan of the activities, process, methods, forms, etc in connection with the data-gathering on the ground (notebooks of building sites, freight bills, monthly reports of the forestry companies or the departmental delegations of the MEFÉ, reports of export, reports of transformation, etc.) and of the modes of transmission of these data towards the MEFÉ for centralized compilation. Recommendations on these elements will be however provided in the diagnostic study, then in regular way to the MEFÉ at the time of the course of collaboration.

Domain 4: Staff training and technical support (4 months - concomitantly with Domain 3)

The Congolese staff of the project will receive specific training in data bases, management of the statistics and use of the computerized systems (equipment, software and software package) developed and operationalized for the Cell.

A specific technical support will be brought to the staff of MEFÉ by the means of short-term missions on the ground of an expert in the system of management of information, and by the means of communications by Internet and telephone. Additional training will be brought to the personnel at the time of the ground missions.

Lastly, towards the end of the project, a one day national workshop will be organized in order to explain and to show to the executives and personnel of the MEFÉ interested in the system or those in the use of the data generated by this one, as well as with the private operators and other speakers of the sector, the capacities and operations of the various modules of the information system which will have been developed and set up within the framework of this convention. This workshop will also see to discuss the continuations to give to the project and the means to set up to ensure the conservation of its assets.

6. EXPECTED RESULTS OF THE AGREEMENT

- a) A diagnostic study on the whole of the activities and the collection systems, and forest statistics management and data processing of Congo;
- b) A National Forest Statistics Cell ;
- c) a series of models of a system of management of information of forest statistics;
- d) an operational data base with automatic generators of reports;
- e) Congolese staff trained in management of data bases and forest statistics;
- f) a national workshop of information and formation on the system which will be set up;
- g) a pilot annual report on the forest statistics.

7. RESPONSIBILITIES OF THE PARTIES

7.1 MEFE responsibilities

Domain 1 :

- a) To elect one (or two) its executives or technicians to support the team of WRI in the control of the diagnostic study (counterpart with the chief of mission);
- b) To advise and assure support the various services of the MEFE for the realization of the diagnostic study;
- c) To provide to WRI all relevant information, data, statistics and to give access to the various sites and staff involved in the collection and the treatment of the forest statistics;
- d) To facilitate the missions in the region of the project team;
- e) To provide the means of transport to Brazzaville and for displacements in area of the project team;
- f) To furnish a room for the project team;
- g) To contribute to the expenses of missions and displacements of its own staff for displacements in area.

Domain 2 :

- a) To provide a room for the installation of the project;
- b) To provide furniture necessary;
- c) To ensure the telephone connections and Internet;
- d) To identify and mobilize the staff of the MEFE necessary for the Cell.
- e) To furnish computer equipment (two computers) and peripheral equipments (printer, photocopier, etc.)

Domain 3 :

- a) To contribute to the systems design, in particular by identifying in a precise and detailed way of the data having to be treated and the reports having to be generated;
- b) To analyze and subsequently give its support to the architecture of the various components and forms of the system throughout its development;

Domain 4 :

- a) To facilitate the national workshop, in particular by authorizing and supporting the participation of its frameworks and technicians and forwarding the invitation letters to the various actors of the forest sector ;
- b) To authorize the use of its building for the meetings of training programs.

7.2 WRI responsibilities

Domain 1 :

- a) To mandate and support the costs of the mission of its own experts to make a diagnostic study;
- b) To contribute to the traveling expenses of the executives of the MEFE having to accompany the experts by WRI on the ground;
- c) To oversee the diagnostic study;
- d) To prepare and submit a preliminary report to the MEFE;
- e) To prepare and submit the final report to the MEFE.

Domain 2 :

- a) To identify the requirements in term for equipment (and their design features) and for software and software packages for the cell;
- b) To support coordination and to take part directly in the installation of the equipment, hardware, software and software packages;
- c) To support the MEFÉ in the organization and the installation of the office of the Cell;
- d) To identify the requirements in human resources and to support the MEFÉ in the selection and the installation of this personnel in the Cell;
- e) Assist harmonization of the database which will be created within the framework of this collaboration with that of the ITTO project and all others connected to the forest sector (like that of the PCPFE of the SGC for example).

Domain 3 :

- a) To conceive the system;
- b) To carry out the programming of the software;
- c) To develop and install different modules of the system;
- d) To test the operation of the system;
- e) To finalize the starting of the system.

Domain 4 :

- a) To plan, organize and lead a series of training courses;
- b) To prepare technical documentation for the formation;
- c) To lead missions of technical support and formation throughout project;
- d) To remotely install an effective mechanism of technical support;
- e) To participate in the organization (technical and financial) and in the behavior of the national workshop;
- f) To assure the general management of collaboration.

8. RESULTS REVIEW AND DISSEMINATION

All the products (original data, databases, annual reports and updates) issued from this agreement will be exclusively transmitted to MEFÉ and WRI for a 30 open day period. During this period, the products will be submitted to an internal review process (within MEFÉ and WRI) for advice and recommendations before publication. After this 30 day period, the results will be published by WRI and MEFÉ in paper and digital formats.

In case of divergence between WRI and MEFÉ, on facts or interpretations after the 30 day period, the point of view of both institutions will be included in the final document. All the products issued from this agreement will be the property of MEFÉ and WRI, and will incorporate the respective logo of both institutions and accompanying funders, as requested. All documents will be published both in French and English, funding permitted.

9. APPLICATION OF THE AGREEMENT

Both parties are in charge of the application of this agreement.

10. RESPECT OF THE COMMITMENTS

This agreement does not constitute an exclusive contract. However, MEFÉ is committed to WRI for providing full support to facilitate the achievement of the activities described in this agreement. In

return, WRI commits itself to provide MEFE on a yearly basis with reports, maps and information, both on paper and digital format.

11. APPLICABLE LANGUAGES

Present convention arises in versions English and French, each one being duly signed. However, in the event of dissention between the two versions, the English version will prevail.

12. DISAGREEMENT BETWEEN PARTIES

All disagreements which would occur in the application of the present agreement between parties in charge of its execution will be resolved by mutual consent. If the disagreement persists, it will be submitted both to the Minister of MEFE and Director of WRI.

13. DURATION OF THE AGREEMENT

Present convention is concluded for 7 months duration, that is to say of March 1 to September 30, 2006. It will be subsequently renewable for 12 months consecutive periods, by agreement of the parts.

13. WRITING OF THE AGREEMENT

This document has been written by mutual agreement between both parties.

14. BEGINNING OF THE AGREEMENT

This agreement will come into force upon signature by the Minister of Forests Economy and the Environment and the Director of WRI, or its representative.

Brazzaville, March 1st 2006

For

World Resources Institute



Steven Barker, Chief Financial
Officer/Vice president of Administration

For

Ministry of Forests Economy and the
Environment



Directeur de Cabinet