

United States Forest Service Trip Report



Gabon National Policy Development for Nature Based Tourism

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John Neary
Lisa Machnik
Matthew Edwardsen
Robert Kates



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ACRONYMNS

ANPN	Agence Nationale de Parcs Nationaux
APIP	Agence de Promotion des Investissements Privés
ECOFACT	Conservation et utilisation rationnelle des Ecosystèmes Forestiers d'Afrique Centrale
EMP	Environmental Management Plan
MOU	memorandum of understanding
NGO	non-governmental organization
NP	National Parks
PDDE	Plan Directeur de Developpement de l'Ecotourisme
REA	American Federal Lands Recreation Enhancement Act
USFS	United States Forest Service
USNPS	United States National Park Service
WCS	Wildlife Conservation Society
WWF	World Wide Fund for Nature

A. EXECUTIVE SUMMARY

Since the establishment of the Gabonese National Park (NP) system in 2003 there has been significant progress made by the Gabonese Agence Nationale de Parcs Nationaux (ANPN) and its predecessor agency with regard to developing and implementing the legal and bureaucratic requirements for the establishment and management of Gabon's NPs. Yet there is broad consensus that efforts must be significantly scaled up and implemented in a more systematic and harmonized manner to realize the vision for maintaining over 10 percent of Gabon's territory for future generations through a NP system.

In order to execute its mandate more effectively, the ANPN must seek further legitimization of its role as a new governmental agency. Other Gabonese government bodies, the Office of the President, and potential tourism investors do not seem to understand the role of the ANPN. This confusion is understandable given its recent establishment as well as the significant expectations that were raised in Gabon that the NP system would be an immediate source of economic diversification for the Gabonese economy.

The mitigation of these concerns by ANPN necessitates decisive action in a timely manner. In an ideal scenario, and in conformance with international best practices, the ANPN would have an opportunity to develop a national tourism strategy in addition to individual park management plans prior to developing tourism concessions within NPs. These two actions would also be coupled with significant investment by the Gabonese government and the private sector in the development of human capital as well as rural infrastructure to support tourism development. The fact that the economic history of Gabon is based upon extractive industries does not necessarily support this type of an approach, however. Gabon has not yet implemented the necessary economic planning to support the development of a service sector, and gaining the political capital to implement such a strategy will be extremely difficult.

Given these constraints, the ANPN should promote a strategy that realizes both the long term requirements of a NP system and the short term revenue generation activities that will legitimize the agency. There has already been progress made toward a long term strategy as well as institutional capacity building of the ANPN through development of *Plan Directeur de Développement de l'Écotourisme* (PDDE) and the *Vision for Gabon – Tourism, Parks and Sustainable Development for the 21st Century*. Ownership and realization of the strategies outlined in these two resources should be embraced by the ANPN and the redundant development of approaches similar to those already outlined in these documents should be avoided.

In conjunction with the implementation of the PDDE, which addresses many of the findings and recommendations noted within this report, the ANPN should pursue the immediate development of a prospectus for the development of tourism concessions integrated into a national tourism circuit. There is currently enough on-the-ground

knowledge in Gabon of the potential tourism sites within and around NPs that a circuit could be elaborated and subsequently incorporated into a national tourism strategy.

Strong technical assistance from the donor community, international NGOs, and other specialized firms/agencies will be required in order to develop a prospectus document and the associated legal framework that meets international procurement standards and incorporates the key recommendations from this report that are directly linked to the development, issuance, and award of concessions. This approach would also require a high degree of coordination between ANPN and other government bodies but the immediate benefit of revenue generation due to concession development may act as a sufficient catalyst to promote cooperation.

Although unorthodox in its nature, this tangible success story should help the Gabonese NP system become a source of economic diversification for Gabon and to better fulfill its primary objectives. The following pages discuss the principal constraints related to implementing this approach as well as other strategies related to the long term development of the ecotourism sector in Gabon.

B. GENERAL RECOMMENDATIONS

B.1 Development of local tourism capacity

One of the principal findings of the mission is that across all levels of government in Gabon local tourism capacity exists more or less in name only. Critical to the long term development of the tourism sector in Gabon is a coordinated approach to developing this capacity across all aspects of the tourism value chain. This includes human capital development as well as infrastructure development in and around national parks. The following three findings illustrate this fundamental problem and suggest several follow-up activities that will allow Gabon to move towards an integrated approach to develop local tourism capacity.

B.1.1 Finding: ANPN lacks a clear, strategic vision for Gabon tourism.

The role of a strategic vision document is to outline priorities at the highest level, in this case, natural and cultural tourism development for Gabon. This strategy serves the dual purpose of guiding Ministry of Tourism decisions and perhaps uniting other government ministries around shared objectives. The *Plan cadre de gestion du reseau des parcs nationaux* has some of the necessary elements but is not specific enough to guide decisions. The PDDE, a work in progress, may also help refine strategic direction (eg-see draft pp. 34, 36, 41), but the funds requested for the PDDE seem inadequate to accomplish its objectives. The strategy outlined in the now complete “*A Vision for Gabon – Tourism, Parks and Sustainable Development for the 21st Century*” is comprehensive and accessible, well illustrated and truly visionary. The primary impediment to its endorsement by ANPN appears to be the lack of involvement by key players in ANPN in its development.

Recommendation:

The office of the Presidency, in consultation with WCS, produced a valuable strategic vision that should be integrated into the planning structure of ANPN, perhaps through the EU funded programme for *Conservation et utilisation rationnelle des Ecosystemes Forestiers d’Afrique Centrale* (ECOFAC) PDDE. Funding for the PDDE should focus on strategic elements that fulfill the highest priorities of ANPN and which can be implemented in key national parks. A tourism circuit should be a part of the strategic vision with attractions such as Loango surfing hippos, Lope savannah wildlife, Moukalaba Doudou gorillas near Igochi, Pongara beaches and turtles, Ivindo waterfalls and bai wildlife. These priorities should guide, among other things, infrastructure investment by the government of Gabon as well as private investments in tourism products.

B.1.2 Finding: Gabon lacks ecotourism success stories that implement planning objectives at priority parks.

Park planning is important for implementing national strategic decisions at the regional level. Park plans form the middle tier of a planning hierarchy that includes strategic plans at the top level and specific project plans at the lowest level. Planning assistance has been the focus of several recent USFS missions to Gabon and yet only one plan has thus far been formally validated and signed (Lope National Park). Efforts to attract international tourism investors such as *Wilderness Safaris* from South Africa, or *Taresika Development Group* from Holland, have failed for a myriad of reasons including land tenure disputes, lease inadequacies, infrastructure needs, and desires for exclusive use, to name a few. Some of these issues could be resolved in park plans. Likewise, park plans could resolve some of the concerns of local investors over the lack of consistent direction for parks. For example, a wildlife viewing location in Pongara NP is threatened by poaching because of a dispute between concessionaires about rights to use the site. Since there is no zoning for these concessions established through either a park plan or within their concession documents the opportunity for effective implementation of park objectives by concessions is lost.

Recommendation:

Plans should be immediately completed for parks that are most likely to receive tourism investment such as Loango, Pongara, Ivindo, Moukalaba Doudou. The plans can provide 5-10 year objectives and standards that protect park resources while providing opportunities for development. Plans can also provide specific guidance and continuity for issues that have become barriers to investment such as land tenure, exclusive use of tourism products or development of park infrastructure. Park planning is not proceeding quickly enough to guide tourism developments like concessions for Pongara NP or the *Taresika* contract considered for Moukalaba Doudou.

B.1.3 Finding: Branding of Gabon park tourism has benefited from international attention but market share is lacking because of unavailability of service.

Gabon has received international attention for rainforest biodiversity conservation, but the tourism value chain is still not well developed in Gabon. While efforts have been made to facilitate entry into Gabon through a less intrusive visa application process upon arrival, many tourists have problems obtaining reliable basic services such as accessible and reliable in-country transportation, hot water in the shower or knowledgeable guides to lead a tour. This lack of human capital is not easily remedied in the short term and yet it is hindering international appreciation of Gabon's resources in the tourism sector and may also be a barrier to other sectors.

Recommendation:

Gabon may be at a turning point for tourism development with possibilities to capture a much larger market share of the adventure segment, but it can not do so without help. Local capacity should be increased with the development of a technical/trade school program in tourism that can train guides in nature and language skills for example, but in the short term services must be provided by those with the requisite skills. Public-private

partnerships can help but there seems to be mistrust of some private offers of assistance such as the recent proposal by *African Parks*. ANPN should not abdicate park management responsibilities to this private company but should continue to enlist their support to build ANPN park management capacity.

Similarly, the government of Gabon does not have the capacity to develop community based tourism, or to monitor impacts of tourism on some key park resources. NGOs do have this capacity in some parks and have successfully been doing so for many years at Sette Cama, and Langoue Bai for example. While tourism development is not their primary mission a partnership with the government will help overcome mistrust and build ANPN capacity. ANPN should expand upon the existing memorandums of understanding (MOU) with these NGOs or other specialized entities that describe specific objectives of mutual benefit. NGOs can seek donor funding to implement these objectives. In other developing countries such as Rwanda and Uganda, professional capacity in park management has been increased through cooperation with NGOs that have a long term vested interest in specific wildlife resources that gain international attention and funding, such as mountain gorillas or chimpanzees.

B.2 Development of a single window access for potential tourism investors

B.2.1 Finding: Investments in the tourism sector involve multiple bodies of the Gabonese government whose role in the development and realization of tourism investment is critical. The role of different ministries in this process lacks internal clarity and does not provide potential investors with confidence in the public procurement process.

Interviews conducted across Gabonese ministries as well as a review of documents submitted by potential investors in national parks indicated that there is a high degree of confusion regarding the roles and responsibilities of various government agencies involved in government procurement. The reasons for the inefficiencies in the process are multiple but they primarily stem from the perceived lack of authority of the ANPN in regard to their overall role in the procurement process. This investment environment creates significant transaction costs for potential investors and does not build confidence in the legitimacy of the public procurement system.

Recommendation: Provide potential investors in the tourism sector with a single window for all procurements related to Gabonese national parks.

As noted in « Loi n°003/2007 du 27 août 2007, relative aux parcs nationaux » the ANPN has the legal authority to manage all procurements related to Gabonese National Parks. It is critical that ANPN assert this authority across the entire Gabonese public procurement process. ANPN should be the only government entity that potential tourism investors in national parks should interact with. To facilitate this process ANPN should consider opening a kiosk at the Agence de Promotion des Investissements Privés (APIP). Such a window would serve investors as a one stop solution to all inquires regarding investment

in Gabonese National Parks. All Gabonese government stakeholders would be obliged to pass their information through the single window. This would help ANPN preserve Gabon's national parks by promoting investments that have fewer transaction costs but which better respond to ANPN objectives.

B.3 Capacity building of financial sector to promote tourism investment

B.3.1 Finding: There is little knowledge in the private banking sector in Gabon about ecotourism investments and the risk associated with providing loans to investors in the ecotourism sector.

The development of local ecotourism investment in Gabon is critical to the long term success of the sector. However, several potential investors in the ecotourism sector noted access to capital at a reasonable rate from local and international banks in Gabon was extremely difficult if not impossible. There is little precedent in Gabon for the development of tourism infrastructure except for large investments in urban based hotels by either the government of Gabon or multinational corporations in addition to a few privately funded tourism sites outside of urban centers. As such, the private banking sector in Gabon has had little exposure to loan applications from investors interested in ecotourism activities in Gabon. The lack of experience does not allow for bank loan officers to properly evaluate the worthiness of loan applications for tourism investments. This results in either the rejection of applications or in proposed lending terms which make potential investments unsustainable.

Recommendation: Provide training to the private banking sector on the evaluation of ecotourism investments.

The donor community should provide technical assistance to the private banking sector in Gabon to increase its understanding of risks associated with lending to potential ecotourism developments. Such assistance would involve training bank lending officers to evaluate risk in ecotourism lending and utilizing loan guarantee funds provided by the French Government to offset those risks. Banks should then be able to package loans in a way that adequately addresses their internal risk requirements while providing much needed capital to investors.

B.4 Tourism infrastructure development

B.4.1 Finding: Development of the infrastructure necessary to promote park tourism lacks fundamental support.

Transport within Gabon is unreliable and can cause unacceptable delays and frustrations for visitors. It is not economically feasible for tourism operators to exclusively fund transportation infrastructure to access parks. Private investment can be expected in specialized destination facilities such as lodges, campsites, canopy walkways, and wildlife viewing blinds, but tourism companies will not likely undertake long-term

investment in major transportation infrastructure such as roads, airports, trains, or major park facilities such as visitor centers and offices.

Recommendation:

Upon completion of park plans, develop major infrastructure that fulfills dual objectives for regional transportation and park management. Coordinate priorities by sharing park management objectives with key contacts in the transportation ministry for example. Seek financing for major projects through a clearly articulated strategic approach that prioritizes needs. As the government shows increased interest and ability to fulfill these transportation needs private investors will take increased interest in the development of destination products. Private investment is conditional, however, on the investment by the government of Gabon on infrastructure as outlined in a recent letter from one investor *Wilderness Safaris*.

B.5 Concessionaire lease duration

B.5.1 Finding: There is adequate flexibility within the Gabonese law to define concessionaire lease duration but there are challenges regarding the establishment of lease duration for ecotourism concessions.

Interviews across Gabonese ministries clearly indicated that there is ample flexibility in Gabonese law to establish a wide variety of lease durations for concessionaires. The fundamental challenge facing the Gabonese Government, and ANPN in particular, is what the criteria are for lease durations for the types of investments envisioned by the ANPN. These types of investments seemingly have never been made in Gabon and moreover their size and scope is likely to vary significantly across NP.

Recommendation:

The duration of a concession lease should be based on the capital investment proposed by the concessionaire. The greater the amount, the longer the contract term a concessionaire would need to get financing and amortize its investment. Document review noted that potential investors in Gabon National Parks have expressed the need for a 20 year term at a minimum. This is consistent with term lengths for US National Park Service concession contracts and US Forest Service “special use” permits which can run from 10 to 30 years depending on the level of investment and what entity owns the assets at the end of the term.

A fundamental issue related to the establishment of lease duration is the question of who owns the capital assets at the termination of the permit or contract. This issue is of great importance to the overall financial feasibility of a project and the ability of a concessionaire to obtain the necessary financing. This is handled in different ways by US federal land management agencies. One method requires that all capital improvements become the property of the government at the end of the contract term. The concessionaire would be entitled to compensation at the end of the term if another

concessionaire was selected to continue the concession operation or if the operation was discontinued. Another method requires that all capital improvements become the property of the government at the end of the term without any compensation to the concessionaire. Still another is that the concessionaire owns all capital improvements and can sell those improvements to another concessionaire at the end of the term or can be required to remove them at the request of the government. Generally speaking, the contract should be longer if there will be no compensation at the end of the term so the concessionaire will have a longer period of time to amortize its investment.

Another challenge related to lease duration relates to the ownership of capital assets for existing concession operations in NPs. Consideration should be given to clearly defining asset ownership in either a decree promulgated by the ANPN or through the establishment of formal concessionaire contracts with the ANPN. Failure to do so increases the uncertainty of a concessionaire making an informed business decision and impedes the overall development of NP concessions in a uniformed manner.

B.6 Investment climate

B.6.1 Finding: There is legal precedent in Gabon for a variety of investment enticements such as lower tax rates and duty free importation of goods but the minimum investment amount to receive benefits is not compatible with investment in the Gabonese National Park System.

The Charter of Investment for Gabon clearly outlines a wide range of measures provided by the Gabonese government to promote foreign direct investment in Gabon for amounts in excess of \$3.6 million dollars. Among the numerous incentives are the exoneration from income taxes for a limited duration, duty free importation of goods, and provisions to hire foreign workers. There is agreement among Gabonese government officials that similar incentives should also be made available to investors in the National Park System, but the investment threshold amount of \$3.6 million dollars is excessive for these investments.

Recommendation:

The relevant Gabonese agencies should develop an easy to use investment incentive program for development of NPs. The system should be based upon investment incentive programs being offered by countries with comparable tourism investment opportunities in Africa, Asia, and Latin America. To fully grasp the scope of what other countries offer to potential investors a formal market survey should be undertaken to generate this information. Once a survey has been undertaken the Gabonese government should then develop an easy to use increasing scale of investment incentives that would be based upon the amount of the investment. The most likely agency to undertake such a market survey would be APIP with the significant engagement of ANPN.

B.7 Exclusive use

B.7.1 Finding: Exclusive use of an entire national park by a single concessionaire is prohibited in Gabon, but the exclusive use of specific tourism products is allowable.

Gabonese law prohibits the exclusive use of a national park. The law does not set any limits on the exclusive use of individual tourism products nor the infrastructure investments required for product development. Clear messaging from ANPN on exclusive use of individual tourism products is lacking which has led to several requests for clarification from the private sector prior to making investment decisions.

Recommendation:

Exclusive use of an entire park by a commercial entity is not allowed but should be distinguished from exclusive development and use of an individual tourism product which should be encouraged. The proper legal channel for making this distinction should be clearly articulated by the ANPN. This may necessitate a general decree that broadly defines the rationale for exclusive use of tourism products and their associated investments. Potential investors are then more likely to provide a larger capital investment as they receive assurance that they will be the only entities allowed to use a particular service for a specified period of time, thereby allowing them to mitigate some of the risks associated with their investment. This is especially true if they will be responsible for providing utilities, hard and soft infrastructure, and the development of specific fauna based experiences such as gorilla habituation.

For those concessionaires who are already operating within NPs the exclusive use of their investments should be delineated through either amendments to their existing contracts or the development of contracts if they do not already exist. The ANPN also needs to develop the protocol and human resources to enforce the terms of exclusive use by concessionaires. In all instances the exclusive use rights of concessionaires must be defined in specific detail in any contractual document they have with the ANPN.

An additional benefit of exclusive use of an individual tourism product is that it can also help mitigate environmental and resource impacts. Given the ANPNs limited resources, it would be easier to provide management oversight over one operator instead of several, especially with the help of NGO's.

B.8 Community involvement

B.8.1 Finding: There is a general understanding of the importance of community involvement in the National Park System but examples of successful engagement are limited and in certain instances miscommunication about the benefits that local communities will incur from National Parks has led to unrealistic expectations.

The ANPN, international NGOs, and local NGOs have all worked with communities both in and around NPs. In certain instances this engagement predates the development of the NPs by many years. However, anecdotal evidence points to miscommunication or misinterpretation of the financial benefits those communities expected from

establishment of National Parks. As such, expectations by local communities are extremely high and in certain instances unrealistic in regard to the benefits communities will receive from tourism development.

Recommendation:

Local community involvement is critical to the long-term success of any protected area. Communities that are actively engaged in a participatory process of protected area management planning are more likely to support the protected area and the managing agency. In addition, communities that are actively engaged in the planning process are more likely to realize immediate and long-term benefits from the protected area, including those socio-economic benefits that can be derived from well-planned ecotourism development (e.g. employment, training, local economic growth, protection of natural and cultural resources).

Planning for community involvement must recognize the current capacity limitations of ANPN. However, the presence of international NGOs such as the WWF and WCS, Gabonese environmental NGOs, educational institutions and ongoing research programs (i.e. collaborative projects between the Smithsonian Institution and Adventures Sans Frontiers) is ideal for developing both an effective process of community involvement as well as supporting capacity development for ANPN. It is critical to recognize and strengthen local community involvement where it currently exists (e.g. in community-based ecotourism activities), and develop this capacity in emerging areas.

To improve community involvement the ANPN should consider the following next steps:

- Articulation of ANPN capacity needs (including staffing and training) in the area of community coordination and involvement;
- Structured facilitation to define appropriate roles for community involvement processes for both ANPN and NGOs, recognizing current capacity limitations. Short-term goals should include improved working relationships between ANPN and NGOs. Long-term goals should include ANPN support for the NGO role as community involvement facilitator and capacity development within ANPN to conduct community involvement processes as appropriate;
- Facilitated community involvement in developing and completing management plans for all NPs; and
- Defined roles for local communities' vis-à-vis concessionaires through both prospectus development as well as contractual arrangements.

C. CERTIFICATION

Significant investments have already been made in Gabon relating to the elaboration of a sustainable ecotourism certification system that would be required by concessionaires operating within and around Gabon's NPs. These investments have been led by both the international NGO community as well officials at the ANPN. It is clear from this strong interest in sustainable ecotourism certification that the government of Gabon recognizes the benefits that such a system would bring to Gabon. These benefits include a focus on conservation efforts by concessionaires, higher quality guest services, integration of local populations in tourism development, increased education opportunities for local populations and visitors, and conformance to best practices for minimizing and eliminating environmental and social impacts.

As articulated with a great degree of clarity in the *Vision for Gabon* the Gabonese sustainable ecotourism certification system must include a guiding set of principles and criteria to ensure that all tourism development adheres to a high standard of environmental, cultural, and social sustainability. The primary challenge that ANPN or any other Gabonese government agency faces in regard to a certification system is linked to implementation capacity. For example, during discussions with officials at the Ministry of Tourism it was noted that Gabon already has a traditional star based rating systems for hotels. The system appears to be sound and based upon international best practices but cannot be implemented due to significant human resource constraints. If a similar system based upon international best practices in sustainable ecotourism is developed by a Gabonese agency there is no confidence that the human resources would be available to certify interested parties. Thus, the system would likely exist on paper only and would bring few benefits to the Gabonese tourism sector.

Given this context an option that the ANPN and relevant Gabonese ministries should consider is the harmonization of their internal sustainable ecotourism certification principles and criteria with those of an established international sustainable ecotourism standard. The Gabonese government could then rely on the existing capacity of international certification and accreditation bodies to validate an ecotourism certification. This would also allow the Gabonese government to build the requisite human resource capacity to ultimately implement its own standard while allowing for ecotourism operators in Gabon to achieve international certification in the interim. There are numerous examples of similar partnerships between governments and the private sector. Research has been undertaken by the International Social and Environmental Accreditation and Labeling Alliance and the Trade Standards Practitioners Network on best practices for governments to follow in pursuing such an approach. Reference materials are available at <http://www.isealalliance.org/governments>.

There are several important considerations if the ANPN were to proceed with such a strategy. One is that the ANPN should strongly consider co-branding a specific Gabonese label with that of the certification system they adopt. Any certified facilities would be allowed to not only use the label of the international certification system but also that of

Gabon. For example, there could be a tiered certification system similar to that of the star system for traditional hotel operations that would have a prominent Gabonese symbol used in place of the star. A logical choice may be the forest antelope known as the Bongo which is also the symbol of the ANPN. Such an approach would ensure that the label of Gabon gains international recognition. That recognition would be a key component of the Gabonese sponsored certification system as international market presence would already be established.

Another consideration is that there are few ecotourism standards that have been used in an African context. As such, a significant amount of deliberation will have to be undertaken with the chosen standard in order to ensure that it meets the needs of the Gabonese while still maintaining its international credibility. International sustainable tourism certification systems are among some of the most confusing to consumers due to the widely varying principles they adopt, and it will be critical that the Gabonese Government utilize a system that meets its long term requirements. The long term goal of Gabon should be the development of a system which is Gabon-specific, like the Costa Rican *Certificate for Sustainable Tourism*.

In all instances where certification is utilized as a tool to achieve economic, social, and environmental goals, the ANPN and other Gabonese ministries should note that any system cannot be viewed as a one size fits all solution. There will be significant costs for any concessionaire to acquire an internationally certified label and such costs may be incompatible with the business operations of certain concessionaires, especially those that are locally based. In all instances tourism concessionaries must comply with local Gabonese laws but requiring each of them to achieve international certification may be unrealistic.

The follow up steps for implementation of a Gabon certification system should include:

- Analysis of existing certification systems to determine which meet the requirements of the ANPN mission;
- Establishment of Gabonese specific principles and criteria for ecotourism certification based upon a scaled implementation strategy so that certified establishments could achieve a rating of one, two, three, or four stars or ‘bongos;’
- Identification of an international sustainable tourism standard based on the above referenced analysis and deliberations with the standards accreditation body to harmonize the requirements of Gabon with the chosen standard;
- Inclusion of certification requirements in prospectus documents as needed to meet the objectives of concession development; and
- Identification and elaboration of incentive programs to offset cost of certification.

D. CONTRACTING

The ANPN should consider the development of a model contract to achieve country wide consistency in how ANPN authorizes park concession facilities and services. The model contract can include specific provisions to incorporate national park strategy, and park plan and community engagement goals. An example of a model contract that has been provisionally modified for a Gabonese context has been included in this report as Annex B.

United States National Park Service (USNPS) concession contracts and the United States Forest Service (USFS) special use permits have a number of provisions that outline the legal obligations for doing business on Federal lands. While these provisions differ somewhat from one US Federal Agency to the other the overall intent is to clearly identify each party's contractual obligations and to protect the government's interest as much as possible without inhibiting the private sector's desire to do business with the government. These provisions should also be considered for inclusion with the model contract adopted for Gabonese NPs. The topical areas addressed in these contracts include:

- *Identification of the parties* – Identifies the parties to the contract;
- *Term of contract/permit* – Identifies the duration of the contract;
- *Services and operations* - Identifies the required and authorized services to be provided by the concessionaire, the requirement for a concessionaire to provide an operating plan, and the right of the government to determine and control the nature, type, and quality of visitor services;
- *Concessionaire personnel* – Outlines specific requirements the concessionaire must follow concerning the hiring, training, and conduct of its employees;
- *Legal, regulatory and policy compliance* – Outlines the concessionaire's responsibility to follow applicable laws, regulations, and policies in fulfilling its contractual responsibilities;
- *Environmental and resource protection* – Outlines the concessionaire's responsibility to develop and implement an environmental management program and specific reporting requirements related to program implementation, namely monitoring results;
- *Interpretation of area resources* – Outlines concessionaire's obligation to provide interpretation of the area if requested;
- *Concession facilities used in operation by the concessionaire* – Identifies the facilities, utilities, and personal property assigned from the government to the concessionaire;
- *Construction of improvements* – Outlines requirements for construction of real property improvements by the concessionaire and future compensation, if applicable, for the improvements;

- *Maintenance* – Outlines concessionaire’s responsibility for maintenance, repairs, housekeeping, and grounds keeping for all concession facilities. It also identifies the establishment of a maintenance reserve account if applicable;
- *Fees* – Identifies the fees to be paid to the government by the concessionaire for the business opportunity, when the payments are due, and a mechanism to adjust the fee for extenuating circumstances;
- *Indemnification and insurance* - Outlines the concessionaire’s obligation to indemnify the government from liability and to provide adequate insurance to assure that this requirement is met. It also includes the requirement to insure the assets in case of damage or loss;
- *Bonds and liens* – Outlines the requirement of the concessionaire to post a performance bond if determined necessary by the government and the right of the government to place a lien on the concessionaire’s personal property in the event of a claim against the concessionaire;
- *Accounting records and reports* – Outlines the requirement of the concessionaire to provide an annual financial report, other financial reports, and other pertinent reports such as an insurance certification and environmental reporting;
- *Suspension, termination, or expiration* – Outlines the triggering events that would cause a contract to be suspended, terminated, or revoked; and
- *Compensation* – Outlines how compensation for capital improvements will be managed between the concessionaire and the government.

The follow-on steps for the implementation of a model contract system for Gabon include:

- Analysis of the numerous concessionaire contracting documents that exist currently in Gabon;
- Consolidation of concessionaire contracting documents into the development of a model concession contract to be used by the ANPN for all concession contracts; and
- Legal and judicial review and final approval of a model contract document by relevant Gabonese ministries.

E. REVENUE GENERATION

Park entry fees should continue to be charged and could likely be increased where parks are actively managed. Additional “attraction fees” could also be charged at Gabon NP attractions where facilities or services warrant the charge and visitors appreciate the need. In general, fees are better supported when visitors can see results from the fee, for example, when:

- A. Unique wildlife viewing opportunities are protected and monitored;
- B. Knowledgeable park guides take visitors on trails or to special destinations;
- C. ANPN visitor centers are maintained as attractive, functional and welcoming; and
- D. Visitor facilities such as toilets or picnic areas are well maintained and litter is regularly cleaned.

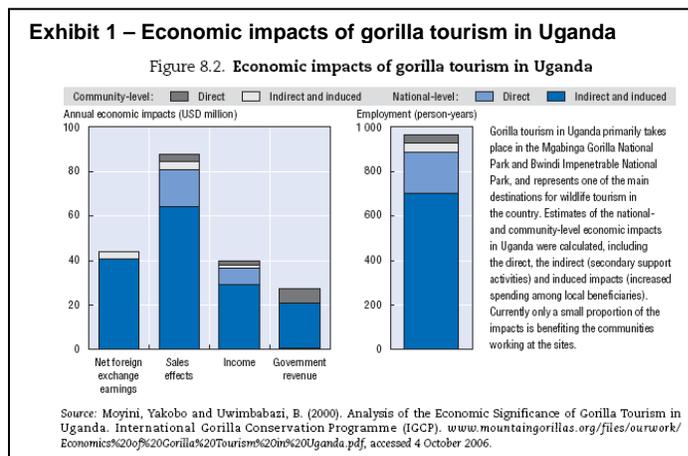
Fees should be largely returned to the park where they are collected to demonstrate the clear benefits of visitation on park management. An example of such a fee-collection system is the American Federal Lands Recreation Enhancement Act (REA), which stipulates that a total of 95% of fee receipts be directly returned to the site to be used to pay for park management. Of this total, 15% of the fee is used to help offset the costs of collection including staff salaries, printing costs for permits or posters, supporting materials, collection tools and other expenses of entry fees. The remaining 80% of the fee receipts is to be used for improvements to the site or associated sites. Improvements could include staff salaries to conduct guided walks or it could include structural improvements such as trails, toilets, picnic areas and more. The remaining 5% is deposited into a regional fund to be used for other parks.

See the REA summary at: <http://www.fs.fed.us/passespermits/fee-legislation-summary.shtml>.

See the full text of the REA at: <http://www.fs.fed.us/passespermits/fee-legislation-text.shtml>.

Small communities that are located near parks can benefit from revenue sharing. While direct employment jobs (normally jobs as service providers) provide the most immediate benefit to small economies, revenue sharing has the potential to help fund infrastructure development. Between 1995 and 1998 in Uganda, for example,

communities around three national parks used a total of US \$83,000 of tourism revenue to build 21 schools, four clinics, one bridge, and one road. Even more importantly,



community attitudes toward park conservation improved as a result of discussing, planning and implementing these projects. Experience in Uganda as noted in Exhibit 1 and elsewhere in Africa points to the need to have a clear national policy for revenue sharing, appropriate target communities, transparency in accounting, and adequate funding of park activities (10-20% of collected fees) (Archabald et.al., 2001).

Revenue from park entries and visits to attractions is important but prices for gate fees and attractions should also be easy to understand and support. Park visitors prefer simple systems that maximize choice and allow flexibility, such as single entry fees that allow multiple benefits without multiple payments. An example in the United States in the private sector is the Disneyland Resort entry fee that includes all rides within the park. The fee is high, but the single payment limits the need to collect fees at multiple sites within the park, and it shields the visitor from paying repeatedly thereby being reminded of the costs.

Repeat visitors also prefer park passes that allow multiple day visits, or even annual visits such as the annual ski passes at alpine ski resorts that eliminate daily payments. Parks and Forests in the United States also offer seasonal passes for residents and weekend passes for visitors. These one-time payments may actually result in more revenue earned by ANPN if pricing is appropriate. Consideration should be given to negotiating with tourism booking agents for tourists to pay fees directly to travel agents as part of package promotions. These fees can later be returned to ANPN if adequate accounting systems are in place.

Pricing strategies would benefit from a market survey of a “willingness to pay” by expatriate residents in Libreville and by international tourists. As noted in Exhibit 2, preliminary work on fees has already been undertaken by WCS Gabon and should be considered when a formal fee structure is established. Entry fees that are currently listed as 5000 CFA per person per day or ~ US \$10 might possibly be doubled to help offset management costs as long as the visitor perceives the park is well managed. For example:

- Nyungwe National Park in Rwanda charges a US \$20 entry fee for non-residents, not including other fees for specific attractions such as visits to habituated chimpanzees (US \$50); and
- Fees for mountain gorilla visits in Rwanda represent the high end of park attraction fees. Gorilla visits (including park entry fee) cost US\$500 per person for non-nationals, US \$250 for foreign non residents and US \$50 for Rwandan citizens.

Support for fee increases will wane, however, if park management doesn't adequately protect resources and provide high quality services to visitors.

Exhibit 2 – Sample Fee Structure for Langoue Bai Tourism Project (WCS, 2008)	
WCS Staff - family and colleagues	
Accommodation (all food included)	25,000 CFA per night
Park fees	5,000 CFA per person per day
Car transfer (Aller-retour)	20,000 CFA per person
Porters	10,000 CFA per porter
Researchers (MSc, PhD, ENEF, etc) conducting research at Langoue.	
Accommodation (all food included)	10,000 CFA per day
Park fees	Should get waiver from conservator
Car transfer (Aller-retour)	20,000 CFA per person
Porters	10,000 CFA per porter
Collaborators	
Accommodation (all food included)	35,000 CFA per person per night
Park fees	5,000 CFA per person per day
Car transfer (Aller-retour)	20,000 CFA per person
Porters	10,000 CFA per porter
Film crews	
Accommodation:	35,000 CFA per person per night
Park fees	5,000 CFA per person per day
Porters	10,000 CFA per porter per day
Tourists	
International 1-4 days stay:	120,000 CFA per person per night
International 5-9 days stay	90,000 CFA per person per night
Residents, VIP, Tour operator/guide	60,000 CFA per night
Park fees	5,000 CFA per person per day

In addition to visitor fees, concession fees can be an additional source of income beyond gate and attraction fees. As noted in Exhibit 3, they can be structured in different ways including (based on Victurine, in draft):

1. Fixed annual fee;
2. Percentage of the gross receipts of the concessionaire;
3. Flat fee based on the number of people served annually; or
4. A combination of the above.

Considerations for choosing the fee structure include:

- Which offers the greatest revenue potential in the short-term and the long-term?
- How might revenues fluctuate as concessionaires grow their businesses?
- What is the administrative capacity of ANPN to account fairly for fees?
- What is the vulnerability of the system to cheating?

Exhibit 3 – Concession Fee Structures	
Option 1 - Fixed Annual Fees	
Advantages <ul style="list-style-type: none"> • Easiest administration and accounting • Predictable budgeting • Penalizes poor performance • Allows phased increases over time 	Disadvantages <ul style="list-style-type: none"> • Less benefit from increasing tourism revenue • Loss of income if not regularly reviewed (every 3 years) • No sharing of costs and benefits
Option 2 - Percentage of Gross Receipts	
Advantages <ul style="list-style-type: none"> • May yield most revenue from good performers • Fairer, more participatory • Sharing of costs and benefits 	Disadvantages <ul style="list-style-type: none"> • More difficult accounting • More complex system • More vulnerable to cheating
Option 3 - Flat Fee per Number of Visitors Served	
Advantages <ul style="list-style-type: none"> • Easier accounting and administration • More predictable than option 2 • More revenue from good performers 	Disadvantages <ul style="list-style-type: none"> • Difficult to agree on the fee • Fee changes can be difficult to implement • Potential loss in revenue unless adjusted

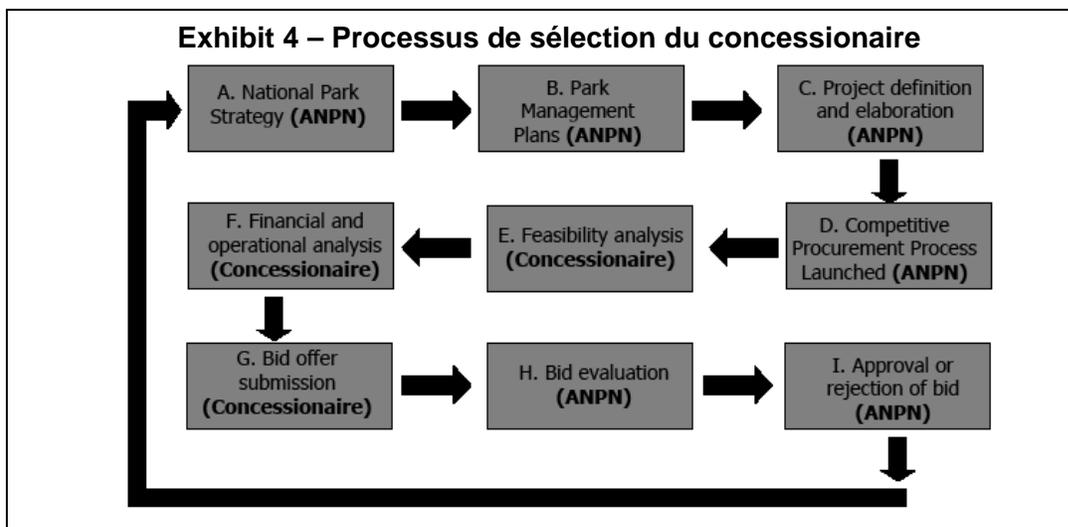
A successful combination of the above pricing schemes often includes a flat fee and a minimum annual “base” fee. This offers ANPN a guaranteed base price but adds revenue from good performers who bring in additional guests.

The follow-on steps for the implementation of a revenue generation scheme for Gabon include:

- Market survey of visitation rates charged for comparable tourism experiences globally;
- Adoption of a visitor fee system reflective of the services provided to guests;
- Development of alliances with private sector tour operators so that they can bundle park visitation fees directly into tour packages and make payments directly to the ANPN; and
- Assessment by the ANPN of internal capacity to collect concessionaire fees and adoption of system which can be enforced with the context of the current resource constraints.

F. PROSPECTUS DEVELOPMENT

The development, issuance, and award of a prospectus for concessionaire activities within and around Gabon NP is a key opportunity for the ANPN to clearly delineate their roles and responsibilities as the legally mandated governmental agency charged with the development of tourism concessions within and around Gabonese NPs. The flowchart found in Exhibit 4 and the accompanying text below provides a broad context of the steps required for the development of a prospectus. Where ANPN is noted in bold as the lead implementer on the flowchart, a transparent and collaborative framework must integrate other relevant Gabonese government ministries. Without a high degree of internal collaboration demonstrated through tangible outputs such as the single window procurement process noted above, interest by the private sector in participating in a prospectus will be threatened.



A. National Strategy – Gabon concession development should start with development of a national tourism strategy by ANPN identifying the role that concessions play in providing quality facilities and activities for visitors to the NPs. This vision should also include identification of changes that need to be made to existing laws, etc. for conducting business in NPs. Successful legislation is grounded in a thorough understanding of what it takes to make concessions attractive to the private sector, and from whom and on what terms they will be able to access investment financing.

B. Park Management Plans – Park management plans should identify generally what types of concession facilities and activities should be provided at a specific park unit. Public participation in plan development is encouraged to build ownership and support at the early stages.

C. Project Definition and Elaboration – While park management plans provide general information on types of concession facilities and activities there is still a need to determine the specifics of a particular project (scope, size, etc.). While this is normally a

government function, early engagement of private sector expertise and advice at this phase can help to ensure that the right opportunities are identified and that the right information is collected to support subsequent market, financial, and investment analysis.

D. Competitive Procurement Process Launched – If it is determined that there could be competitive interest in the business opportunity at a specific park unit then a prospectus should be developed to advertise it to the public. The prospectus should outline the opportunity being offered and provide as much information as possible on any market, financial, and investment analysis. The prospectus should include the criteria that will be used to evaluate bids and how the process will work. The prospectus should also include a model contract and operating and maintenance plans.

E and F. Financial, Operational, and Feasibility Analysis – In more developed park systems such as the USNPS these analyses are done by the Government prior to issuing the prospectus so that prospective bidders have complete information before submitting a bid. Recognizing that the ANPN is a new government agency with significant resource constraints it will be the responsibility of bidders to complete these analyses for their bid preparation. Information submitted by the bidder should, at a minimum, be enough to provide a picture on whether the project is financially feasible taking into consideration the potential market and revenue, and capital investment and operating expenses.

G. Bid Offer Submission – Once the prospectus is advertised the bidder must submit a bid based on the criteria and directions outlined in the prospectus.

H and I. Bid Evaluation and Approval or Rejection of Bid – Once the time period for bid submittal has ended ANPN should evaluate all of the bids based on the criteria outlined in the prospectus to determine which one provides the best value for the Government. Evaluation of bids should be done by an impartial panel of individuals who have no potential financial or other conflicts of interest in the business opportunity. Bidders should be notified of the decision in a timely manner along with any information on appeal of the decision if applicable.

The follow-on steps for the implementation of prospectus for Gabon should include:

- Completion of national park strategy and the development of a tourism circuit;
- Completion of individual park management plans with priority given to those included in the primary tourism circuit;
- Identification of concessionaire opportunities within selected national parks
- Draft and issuance of a prospectus document for international bidding with specific evaluation criteria that address the monitoring, environmental, social, cultural, and long term stewardship of the NP park as well as the development of ecotourism products;
- Establishment of single window solution for inquiries into the prospectus process that would be led by ANPN;
- Development of an impartial bid evaluation panel; and
- Bid evaluation and award or rejection

G. CONCESSION MANAGEMENT

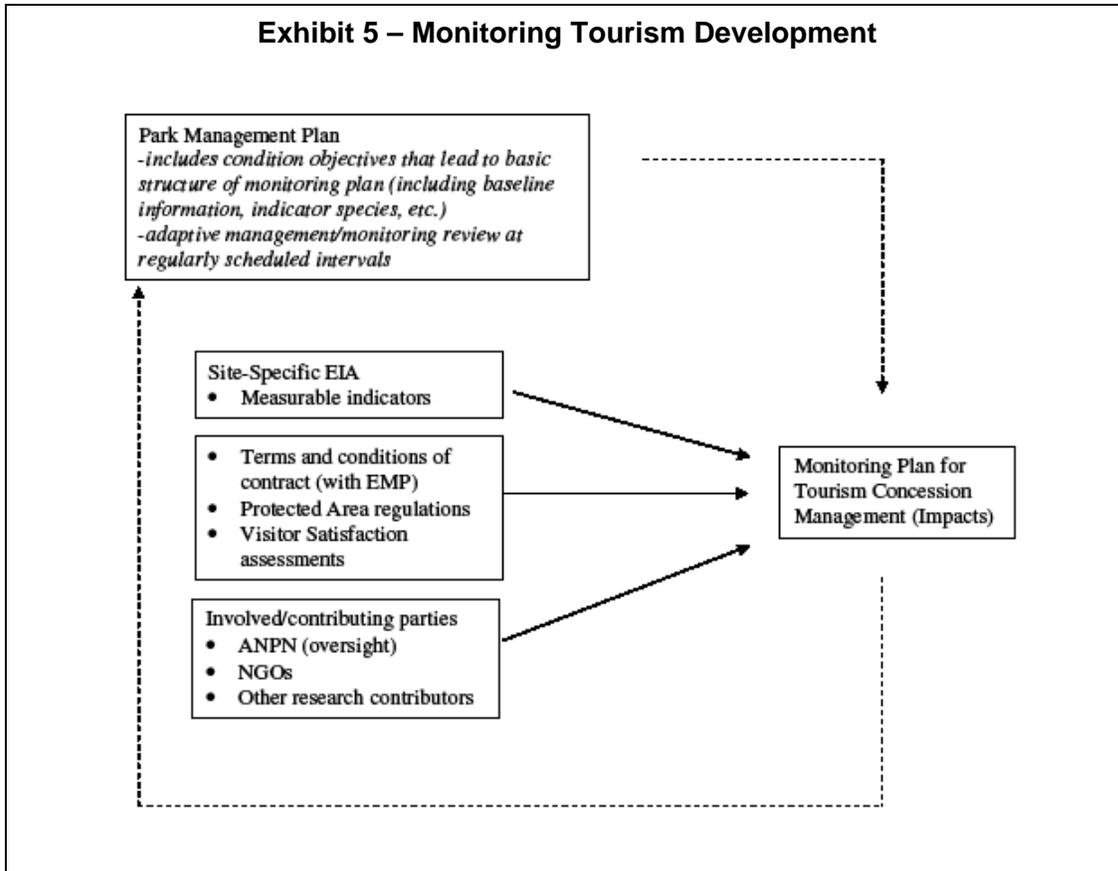
The overall objective of monitoring tourism concessions is to determine whether actions are effectively protecting the resources and are consistent with the park management plan, and whether the concessionaire is providing quality services to the visitor. Monitoring is an essential element of a park management plan that provides a systematic, structured opportunity to assess relevant, measurable resource elements and to amend management direction as necessary to reduce or mitigate impacts.

Effective monitoring supports:

1. Adherence to conditions of the concession contract, particularly Environmental Management Plan (EMP) elements;
2. Adherence to protected area regulations;
3. Identification and mitigation or remediation of adverse effects, including elements identified in site-specific Environmental Impact Assessments; and
4. Achievement of acceptable levels of visitor satisfaction.

In each park management plan, specific measurable monitoring and evaluation elements should be defined, reflecting both basic information needs required by park management as well as resources unique to the park in question. General guidance and processes for concession monitoring should be articulated in each plan. Individual concession contracts should then identify specific, relevant and measurable elements and articulate acceptable parameters for the monitoring elements as part of the concession's EMP. Oversight and enforcement of the monitoring provisions in a concession contract can be conducted by the protected area management agency or a third party (such as an NGO or other contracted party) with ANPN as the ultimate supervisory authority. This process is noted below in Exhibit 5.

Exhibit 5 – Monitoring Tourism Development



Tourism concession monitoring is best overseen by the authority responsible for the protected area (ANPN); however, monitoring activities can be conducted by NGOs or other third parties. This is of particular importance for Gabon, recognizing the current capacity limitations of the ANPN. Effective monitoring must strike a balance between collecting scientifically useful information and managing costs. Training is necessary to conduct valid monitoring, with systematic, consistent procedures in place over time.

NGOs currently operating in Gabon have developed a wealth of knowledge that could be used to efficiently develop necessary baseline information for monitoring environmental impacts. Therefore, monitoring and evaluation is ideally carried out through a cooperative effort involving the ANPN and NGOs. In addition, where tourism concession development occurs outside the park boundaries, it is essential to integrate local communities into park planning, and to encourage NGO involvement in monitoring the effects of tourism infrastructure and activities outside the park boundaries that nevertheless affect the park resources.

In developing management and monitoring plans, ANPN should build from the work that currently exists, from the PDDE and resources provided by ECOFAC to monitoring programs that currently exist with NGO partners. Additional concession management documents used by the USNPS have been included as Annex C. Furthermore, the ANPN

can also utilize existing and draft park management plans that present general monitoring and evaluation structures that could be adapted to new park management plans.

In developing capacity for monitoring and management, ANPN should make use of the existing relationships with NGOs, colleges and universities, and research programs (e.g. Adventures Sans Frontiers, Smithsonian programs). Building on these relationships will enable ongoing monitoring activities while ANPN develops internal capacity to conduct and oversee monitoring and management activities. The development of internal capacity should include specific vocational training (it is the role of the Gabonese government to support this type of educational opportunity), as well as cooperative programs such as continuing and expanding the internships and mentoring relationships with NGOs and other organizations currently established in Gabon.

The mix of funding for monitoring activities will vary by park and over time, as the development of concessions (and associated revenue) must be developed over time. Ultimately, a mix of revenue from tourism concessions (annual fees or percentage of revenue), donor funding from partners and NGOs, and contributions from the Gabonese Government through ANPN is likely to be most appropriate. Funding for monitoring should be discussed in the park plan (or associated park business plan), and should include a timetable for regular review.

The follow-on steps for the implementation of concession monitoring for Gabon include:

- Completing park management plans, synthesizing past work, and preparing the ANPN to actively pursue cooperative capacity development for monitoring;
- Specific training on how to prepare environmental analyses relevant to local conditions;
- Development of concession contracts with monitoring elements in conjunction with park plan development;
- Local public participation workshops on monitoring elements (how local communities, particularly community ecotourism ventures, can be involved in and benefit from monitoring);
- Cooperative training with NGOs and negotiation of additional and complementary Memorandums of Understanding to build local capacity for monitoring efforts;
- Guidance in developing park plan monitoring sections that include measurable elements relevant to local conditions; and
- Structured facilitation to define appropriate roles in monitoring activities for both ANPN and NGOs, recognizing current capacity limitations.

H. REFERENCES

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WCS, 2007, *A Vision for Gabon – Tourism, Parks, and Sustainable Development in the 21st Century*.

WCS, 2008, *Langoué Bai, Ivindo National Park, Review of the pilot tourism project 2001- June 2008*

ANNEX A – LIST OF MEETING ATTENDEES

Name	Title	Organization
Joseph Andjembe	Chef Service Etudes et Projets	Agence de Promotion des Investissements Privés
Laundry Edgarot Nambo	Directeur de la Promotion des Investissements	Agence de Promotion des Investissements Privés
Laurent Skitt	Chef de Service Marketing	Agence de Promotion des Investissements Privés
Frank Ndjimbi	Directeur de Valorisation et Communication	Agence Nationale de Parcs Nationaux
Guy-Landry Nkola Edowiza	Expert en Suivi-Evaluation Environnemental et Social	Agence Nationale de Parcs Nationaux
Omer Ntougou	Directeur Technique	Agence Nationale de Parcs Nationaux
Massard Nakaga	Directrice Generale	Agence Nationale de Parcs Nationaux
Jean Claude Galluer	Assistance Technique et Appui	Agence Nationale de Parcs Nationaux / Ecosystemes Forestiers d'Afrique Centrale
Eunice S. Reddick	Ambassadeur des Etats-Unis d'Amerique	Ambassade des Etats-Unis d'Amerique Libreville
John Corrao	Attache Economique/Commerical	Ambassade des Etats-Unis d'Amerique Libreville
Abigail Nguema	Economic/Commercial Section	Ambassade des Etats-Unis d'Amerique Libreville
Nate Holt	Deputy Chief of Mission	Ambassade des Etats-Unis d'Amerique Libreville
Hans Peter Stauffer	Director	Babaldar Reisen
Constant Allogo	Point Focal	CARPE-IUCN
Lee White	Consultant	Consultant
Dominique Rounet	Directeur	Gabon Decouverte
Faust Kopangoya	Secretaire General	Gabon Environment

Name	Title	Organization
Christian Johnson-Eloula	Directeur Marketing et Communications	Gabon Tour / Ministere du Tourisme et des Parcs Nationaux
Fortune N'Gossangala	Charge d'Etudes	Gabon Tour / Wildlife Conservation Society
Eugence Tchen	Proprietaire	Hotel Olako
Sisia Adamba	Directrice Generale	Itineris Gabon
Ida Andagui	Directrice Generale	Mbolo Tours
Emile Namfoumtoi	Conseiller du Ministre de l'Economie Forestiere	Ministere de l'Economie Forestier
Vincent Nkapseu-Miltindou	Directeur Etude et Reglementation	Ministere du Tourisme et des Parcs Nationaux
Jean-Marc Lusson	Expert SST-CST	Ministere du Tourisme et des Parcs Nationaux
Laure Francine Mounga	Charge d'Etudes du DGT	Ministere du Tourisme et des Parcs Nationaux
Aristide Kassangoye	Charge d'Etudes du Volet Ecotourisme	Ministere du Tourisme et des Parcs Nationaux
Rene Marcel	Directuer du Controle des Hotels	Ministere du Tourisme et des Parcs Nationaux
Jean Michel Casanova	Gerant	Pongara Lodge
Rene Hilaire Adiahenou	Secetaire General Adjoint de la Presidence de la Republique	Presidence de la Republique
Aurelien Mofouma	Charge des Programmes et Projets	Reseau des Aires Protegees d'Afrique Centrale
Omanda Otando	Gerant	Settekama Safaris
Lisa Machnik	Recreation Resource Project Coordinator	US Forest Service
Bob Kates	Concession Program Manager Region 5	US Forest Service
John Neary	Wilderness Manager Alaska	US Forest Service

Name	Title	Organization
Matthew Edwardsen	Africa Program Coordinator	US Forest Service
Christian Tchemambela	Charge du Tourisme	Wildlife Conservation Society
Romain Calaque	Directeur Adjoint	Wildlife Conservation Society
Bas Hugbregts	Principal Technical Advisor Gamba	WWF
Nathalie Nyare	Forest Officer	WWF

ANNEX B – CONCESSIONAIRE CONTRACT TEMPLATE

THE FOLLOWING DOCUMENT REPRESENTS AN ABRIDGED VERSION OF A DRAFT CONTRACT USED IN THE UNITED STATES FOR CONCESSIONAIRES WHO WORK WITH THE NATIONAL PARK SERVICE. THIS DOCUMENT IS PROVIDED FOR REFERENCE ONLY AND SHOULD NOT BE ADOPTED IN ANY WAY WITHOUT A THOROUGH REVIEW BY THE ANPN FOR THE APPLICABILITY OF CLAUSES WITHIN THE CONTEXT OF THE GABONESE LEGAL FRAMEWORK.

ALL CHANGES TO THIS TEXT HAVE BEEN NOTED IN **YELLOW HIGHLIGHT**. THERE ARE ALSO SEVERAL COMMENTS INCLUDED WITHIN THIS DOCUMENT TO PROVIDE CONTEXT TO THE CONTRACT LANGUAGE **HIGHLIGHTED IN RED**

CONCESSION CONTRACT

Government of Gabon Ministry of (Applicable Ministry)

Agence National des Parcs Nationaux (ANPN)

(Name of Park)

**(Type of Operations), (i.e. hotel, restaurant, etc.)
within (area of park)**

[NAME OF CONCESSIONER]

[Address, include email address and phone number]

Doing Business As

CONCESSION CONTRACT NO. (file system no.)

Covering the Period

START DATE through EXPIRATION DATE

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- EXHIBIT F: Concessioner Construction, Major Rehabilitation, and Repair and Maintenance Project Procedures
- EXHIBIT G: Leasehold Surrender Interest as of the Effective Date of this Contract
- EXHIBIT H: Maintenance Plan
- EXHIBIT I: Insurance Requirements
- EXHIBIT J: Transition to a New Concessioner

IDENTIFICATION OF THE PARTIES

[CORPORATION]

This Contract is made and entered into by and between the (Name of Gabon Government official) (hereinafter referred to as the "Government Official"), and _____, a corporation organized and existing under the laws of (country/state where corporation formed) (hereinafter referred to as the "Concessioner"):

[PARTNERSHIP]

This Contract is made and entered into by and between the (Name of Gabon Government official) (hereinafter referred to as the "Government Official"), and _____, a partnership organized under the laws of the (country/state where partnership formed) (hereinafter referred to as the "Concessioner"):

[SOLE PROPRIETORSHIP]

This Contract made and entered into by and between the (Name of Gabon Government official) (hereinafter referred to as the "Government Official"), and _____, an individual, doing business as _____ (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, (Name of Park) is administered by the ANPN Director as a unit of the Gabon National Park System to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the ANPN Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the ANPN Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the ANPN Director; and

WHEREAS, the ANPN Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, THEREFORE, pursuant to the authority contained in the (Applicable Gabon Laws authorizing concessions) and other Gabon Laws and Decrees that supplement and amend the (Applicable Gabon Laws authorizing concessions), the ANPN Director and the Concessioner agree as follows:

SECTION 1. TERM OF CONTRACT

This Concession Contract No. (File System No.) (“Contract”) shall be effective as of START DATE and shall expire on EXPIRATION DATE.

SECTION 2. DEFINITIONS

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) “Applicable Laws” means Gabon laws, Decrees, and Policies whether now in force, or amended, enacted or promulgated in the future, including, without limitation, Gabon laws, Decrees, and Policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) “Area” means the property within the boundaries of (Name of Park).
- (c) “Best Management Practices” or “BMPs” are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner’s operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (d) “Capital Improvement” shall have the meaning set forth in Exhibit A to this Contract.
- (e) “Concession Facilities” shall mean all Area lands assigned to the Concessioner under this Contract and all real property improvements assigned to or constructed by the Concessioner under this Contract. The Government of Gabon retains title and ownership to all Concession Facilities.
- (f) “Days” shall mean calendar days.
- (g) “Director” means the Director of ANPN, acting on behalf of (whomever the Government Official is who signs the contract and legally binds the Gabon Government) and his duly authorized representatives.
- (h) “Exhibit” or “Exhibits” shall mean the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (i) “Gross receipts” means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
 - (1) intracompany earnings on account of charges to other departments of the operation (such as laundry);
 - (2) charges for employees’ meals, lodgings, and transportation;
 - (3) cash discounts on purchases;
 - (4) cash discounts on sales;

- (5) returned sales and allowances;
- (6) interest on money loaned or in bank accounts;
- (7) income from investments;
- (8) income from subsidiary companies outside of the Area;
- (9) sale of property other than that purchased in the regular course of business for the purpose of resale;
- (10) sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
- (11) receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

- (j) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.
- (k) "Leasehold Surrender Interest" shall have the meaning set forth in Exhibit A to this Contract.
- (l) "Leasehold Surrender Interest Value" or the "value" of a Leasehold Surrender Interest shall have the meaning set forth in Exhibit A to this Contract.
- (m) "Major Rehabilitation" shall have the meaning set forth in Exhibit A to this Contract.
- (n) "Possessory Interest" shall have the meaning set forth in Exhibit A to this Contract.
- (o) "Real Property Improvements" shall have the meaning set forth in Exhibit A to this Contract.
- (p) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.
- (q) "Superintendent" means the manager of the Area.
- (r) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by section 3(a) of this Contract.

SECTION 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services

During the term of this Contract, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this Contract.

(i) (List specific services authorized in the contract, i.e. lodge restaurant, gift shop, etc.)

(b) Operation and Quality of Operation

(1) The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this Contract to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this Contract. The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.

COMMENT - This section of the contract is where the exclusive nature of the concessionaires right should be outlined.

(2) The Concessioner will provide employee housing and on-site food service for employees. The Concessioner also is required to provide employee recreation programs and employee medical services.

(c) Operating Plan

The Director, acting through the Park Conservator, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this Contract as Exhibit B. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

(2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the ANPN.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates COMMENT - This should be modified depending on how the ANPN will regulate rates offered by concessionaires for guest services.

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

- (1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit C.
- (2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.
- (3) The Concessioner will provide **Gabonese Government** employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to **Gabonese Government** employees by the Concessioner except to the extent that they are equally available to the general public.

SECTION 4. CONCESSIONER PERSONNEL COMMENT - If deemed appropriate for the concessionaire contract this is where language could be included on the usage of local employees by the concessionaire.

(a) Employees

- (1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this Contract.
- (2) The Concessioner shall comply with all **Applicable Gabon Laws and Decrees** relating to employment and employment conditions, including, without limitation, those set forth in Exhibit C.
- (3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.
- (4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate

background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

- (5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.
- (6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.
- (7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.
- (8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.
- (9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

- (1) If the Concessioner is required to provide employee housing under this Contract, the Concessioner's charges to its employees for this housing must be reasonable.
- (2) If the visitor services required and/or authorized under this Contract are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SECTION 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This Contract, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense.

Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(b) How and Where to Send Notice

All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Park Conservator
(Name of Park)
Address

Notices sent to the Concessioner shall be sent to the following address:

Concessioner
Address
Attention

SECTION 6. ENVIRONMENTAL AND CULTURAL PROTECTION COMMENT - If a 3rd party certification system is approved by the ANPN to provide enforcement of this clause it should be referenced in the contract in this section.

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this Contract:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this Contract.

(b) Environmental Management Program

- (1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this Contract. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.
- (2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this Contract.
- (3) The EMP shall include, without limitation, the following elements:
 - (i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.
 - (ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

- (iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.
- (iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.
- (v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.
- (vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.
- (vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.
- (viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.
- (ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this Contract, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

- (1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of designated hazardous chemicals (Reference applicable Gabonese law) used and stored in the Area by the Concessioner. The Director may prohibit the use of any (Reference applicable Gabonese law) hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the (Reference applicable Gabonese law), in operations under this Contract. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams

generated by the Concessioner under this Contract. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

- (2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.
- (3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.
- (5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

- (1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.
- (2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

- (1) The Concessioner shall indemnify the **Government of Gabon** in accordance with Section 12 of this Contract from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and

experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this Contract.

- (2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SECTION 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

- (1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.
- (2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this Contract.
- (3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director Review of Content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SECTION 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

- (1) The Director hereby assigns the following Concession Facilities to the Concessioner for the purposes of this Contract:
 - (i) certain parcels of Area land as described in Exhibit D upon which, among other matters, the Concessioner may be authorized to construct real property; and
 - (ii) certain real property improvements described in Exhibit D in existence as of the effective date of this Contract, as may be modified from time to time to include additional real property improvements completed in accordance with the terms and conditions of this Contract.
- (2) The Director shall from time to time amend Exhibit D to reflect changes in Concession Facilities assigned to the Concessioner, including, without limitation, amending Exhibit D to reflect the addition of real property improvements completed in accordance with the terms and conditions of this Contract and to reflect the withdrawal of concession facilities as set forth below.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this Contract if:

- (1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;
- (2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or
- (3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this Contract will be treated as a termination of this Contract pursuant to Section 16. The Concessioner will be compensated pursuant to Section 17 for the value of any Leasehold Surrender Interest it may have, if any, in permanently withdrawn Concession Facilities. No other compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

- (1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the Director as set forth in subsection (e)(2).
- (2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this Contract. The Director hereby assigns government personal property listed in Exhibit E to the Concessioner as of the effective date of this Contract. This Exhibit E will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.
- (3) Historic Personal Property Provided by the Concessioner. The Concessioner will use in operations under this Contract, in a manner approved by the Director, the property of historic or other significance that is described in Exhibit K ("Historic Personal Property"). At the expiration or other termination of this Contract, the Concessioner will transfer the Historic Personal Property to the successor concessioner upon payment of its book value. If requested by the Director, at any time after execution of the Contract, the Concessioner will transfer the Historic Personal Property to the Director upon payment of its book value. The Concessioner will not otherwise transfer or encumber the Historic Personal Property.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."

(g) Utilities Provided by the Director

The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws. **COMMENT - If the Gabonese Government ends up building this type of infrastructure and will charge the concessionaire for its use.**

(h) Utilities not provided by the Director

If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the utilities within the Area with the written permission of the Director, subject to the following conditions:

- (1) Any water rights deemed necessary by the Concessioner for use of water on Area or other federal lands must be acquired at the Concessioner's expense in accordance with applicable procedures and law. Upon expiration or termination of this Contract for any reason, the Concessioner must assign these water rights to the **Gabon Government** without compensation, and these water rights will become the property of the **Gabon Government**;
- (2) If requested by the Director, the Concessioner must provide to the Director any utility service provided by the Concessioner under this section to such extent as will not

unreasonably restrict anticipated use by the Concessioner. Unless otherwise agreed by the Concessioner and the Director in writing, the rate per unit charged the Director for such service shall be approximately the average cost per unit of providing such service; and,

- (3) All appliances and machinery to be used in connection with the privileges granted in this subsection, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Director.

SECTION 9. CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS

(a) Construction of Real Property Improvements

The Concessioner may construct or install upon lands assigned to the Concessioner under this Contract only those real property improvements that are determined by the Director to be necessary and appropriate for the conduct by the Concessioner of the visitor services required and/or authorized under this Contract. Construction or installation of real property improvements may occur only after the written approval by the Director of their location, plans, and specifications. The form and content of the application and the procedures for such approvals, as may be modified by the Director from time to time, are set forth in Exhibit F. All real property improvements constructed or installed by the Concessioner will immediately become the property of the **Gabon Government** and be considered Concession Facilities.

(b) Removal of Real Property Improvements

- (1) The Concessioner may not remove, dismantle, or demolish real property improvements in the Area without the prior approval of the Director.
- (2) Any salvage resulting from the authorized removal, severance or demolition of a real property improvement within the Area shall be the property of the **Government of Gabon**.
- (3) In the event that an assigned real property improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Director, restore the site as nearly as practicable to its original condition.

(c) Leasehold Surrender Interest **COMMENT – If the Gabonese Government determines that there will be compensation at the end of the contract or if the Gabonese Government withdraws lands under Sec. 8C above, below is how the National Park Service does it.**

- (1) This Contract hereby provides the Concessioner, subject to all applicable definitions, requirements and limitations of this Contract and Exhibit A, a Leasehold Surrender Interest in Capital Improvements constructed by the Concessioner under the terms of this Contract, including, but not limited to, those Capital Improvements constructed as part of the Concession Facilities Improvement Program and those Capital Improvements which result from the Major Rehabilitation of an existing real property improvement. Upon completion of a Major Rehabilitation by the Concessioner, an existing real property improvement assigned to the Concessioner in which the Concessioner had no Leasehold Surrender Interest prior to the Major Rehabilitation shall be considered as a Capital Improvement for all purposes of this Contract.

- (2) This Contract may provide the Concessioner a Leasehold Surrender Interest in real property improvements resulting from possessory interest obtained under the terms of a possessory interest concession contract. Exhibit G describes the real property improvements, if any, in which the Concessioner has such a Leasehold Surrender Interest and states the value of this Leasehold Surrender Interest as of the effective date of this Contract.
- (3) The Concessioner shall not obtain Leasehold Surrender Interest under this Contract except as may be provided in Exhibit A and Exhibit F. Among other matters, no Leasehold Surrender Interest shall be obtained as a result of expenditures from the Repair and Maintenance Reserve described in this Contract, and this Contract does not provide a Leasehold Surrender Interest as a result of expenditures for repair and maintenance of Concession Facilities of any nature.

(d) Concession Facilities Improvement Program

- (1) The Concessioner shall cure all deferred maintenance costing not more than (enter dollar amount) (in constant (whatever year contract is executed) dollars) as adjusted for each project to reflect par value in the year of actual construction in accordance with the appropriate indexes of (whatever CPI index the Gabon Government might use).
- (2) The size, scope, and location of each project may be adjusted by the Service to address planning and other circumstances.
- (3) The Concessioner shall commence construction to cure the deferred maintenance within 60 days of the effective date of the Contract in a manner that demonstrates to the satisfaction of the Director that the Concessioner is in good faith carrying forward reasonably under the circumstances. No construction may begin until the Concessioner receives written approval from the Director of plans and specifications in accordance with Exhibit F. During the period of construction, the Concessioner shall provide the Director with such evidence or documentation, as may be satisfactory to the Director, to demonstrate that the curing of the deferred maintenance is being carried forward.
- (4) The Concessioner shall complete and have the real property improvements available for public use on or before the dates specified in the above table. The Director may extend this date in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner.

SECTION 10. MAINTENANCE

(a) Maintenance Obligation

The Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit H. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time

after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of this Contract.

(c) Repair and Maintenance Reserve **COMMENT - If the Gabonese Government determines that they want the concessionaire to manage a maintenance reserve fund below is how the National Park Service does it.**

- (1) The Concessioner shall establish and manage a Repair and Maintenance Reserve. The funds in this Reserve shall be used to carry out, on a project basis in accordance with Exhibits F and H, repair and maintenance of Concession Facilities that are non-recurring within a seven-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. Projects will be carried out by the Concessioner as the Director shall direct in writing in advance of any expenditure being made and in accordance with project proposals approved by the Director. No projects may be commenced until the Concessioner receives written approval from the Director.
- (2) Projects paid for with funds from the Repair and Maintenance Reserve will not include routine, operational maintenance of facilities or housekeeping and groundskeeping activities. Nothing in this section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Concession Facilities or housekeeping and groundskeeping responsibilities as required by this Contract from Concessioner funds exclusive of the funds contained in the Repair and Maintenance Reserve.
- (3) The Concessioner shall establish within its accounting system a Repair and Maintenance Reserve. The Concessioner shall debit to this Reserve, within fifteen (15) days after the last day of each month that the Concessioner operates a sum equal to: four percent (4.0%) of the Concessioner's gross receipts for the previous month. If the Concessioner fails to make timely debits to the Repair and Maintenance Reserve, the Director may terminate this Contract for default or may require the Concessioner to post a bond in an amount equal to the estimated annual Repair and Maintenance Reserve allocation, based on the preceding year's gross receipts.
- (4) The balance in the Repair and Maintenance Reserve shall be available for projects in accordance with the Reserve's purpose. For all expenditures made for each project from the Repair and Maintenance Reserve, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Director. Failure to expend Repair and Maintenance Reserve Funds when directed by the Director shall be considered as a material breach of this Contract for which the Director may seek monetary damages and other legal relief, including, without limitation, termination of this Contract.
- (5) Repair and Maintenance Reserve funds shall not be used for a major rehabilitation as defined in this Contract. The Concessioner shall obtain no ownership, Leasehold Surrender Interest, or other compensable interest as a consequence of the expenditure of Repair and Maintenance Reserve funds.
- (6) Any Repair and Maintenance Reserve funds not duly expended by the Concessioner as of the termination or expiration of this Contract shall be retained by the Concessioner (subject to otherwise applicable terms and conditions of this Contract).

SECTION 11. FEES COMMENT - Sec. 11 is the fee to the Government section. The US National Park Service expresses it in terms of a percentage of gross receipts. The definition for gross receipts is contained in Sec. 2 above. The downside to using this method is that it will require auditing the concessionaire to assure the gross receipts are correct. Alternatively, the Gabon Government could charge a flat fee for the business opportunity. Any fees charged will have to be evaluated in conjunction with the required investment by the concessionaire, the length of term of the contract, any tax breaks, etc. to determine the project's financial feasibility. Further discussion on fees can be found in the full report. For purposes of clarification this section has not been modified.

(a) Franchise Fee

- (1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal to _____ percent (%) of the Concessioner's gross receipts for the preceding year or portion of a year.
- (2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

- (1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.
- (2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.
- (3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

(d) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract

which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase “probable value” means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.

- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.
- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this Section shall be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this Section, the Concessioner shall continue to make the established franchise fee payments required by this Contract.

SECTION 12. INDEMNIFICATION AND INSURANCE

(a) Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the **(Government of Gabon)**, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this Contract. This indemnification shall survive the termination or expiration of this Contract.

(b) Insurance in General

- (1) The Concessioner shall obtain and maintain during the entire term of this Contract at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this Contract as determined by the Director. The initial insurance requirements are set forth below and in Exhibit I. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.
- (2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.
- (3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this Section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

- (1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.
- (2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract, as more specifically set forth in Exhibit I. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit I.
- (3) All liability policies shall specify that the insurance company shall have no right of subrogation against the **(Government of Gabon)** and shall provide that the **Government of Gabon** is named an additional insured.
- (4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit I to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

- (1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this Contract.
- (2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit I in amounts no less than the Director may require during the term of the Contract. The minimum values currently in effect are set forth in Exhibit I.
- (3) Commercial property insurance shall provide for the Concessioner and the **(Government of Gabon)** be named insured as their interests may appear.
- (4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this Contract, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 13 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.
- (5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the **Government of Gabon**. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the **Government of Gabon** and, notwithstanding any provision of this Contract to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.
- (6) The commercial property package shall include the coverages and amounts described in Exhibit I.

SECTION 13. BONDS AND LIENS

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this Contract.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this Contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the **Gabon** Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area and any Leasehold Surrender Interest of the Concessioner.

SECTION 14. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

- (1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.
- (2) If the Concessioner's annual gross receipts are \$250,000 or more, the Concessioner must use the accrual accounting method.
- (3) In computing net profits for any purposes of this Contract, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

- (1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").
- (2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

- (1) Balance Sheet. Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant. The balance sheet shall be accompanied by a schedule that identifies and provides details for all capital improvements in which the Concessioner claims a Leasehold Surrender Interest. The schedule must describe these capital improvements in detail showing for each such capital improvement the date acquired, constructed or installed.
- (2) Statements of Reserve Activity. The Concessioner shall submit annually, not later than one hundred twenty (120) days after the end of the Concessioner's accounting year, a statement reflecting total activity in the Repair and Maintenance Reserve for

the preceding accounting year. The statement must reflect monthly inflows and outflows on a project by project basis.

SECTION 15. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this Contract:

(a) Insurance Certification

As specified in Section 12, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this Contract. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this Contract, and as otherwise required by the Director under the terms of this Contract.

(c) Miscellaneous Reports and Data

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

SECTION 16. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this Contract in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

- (1) The Director may terminate this Contract at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.
- (2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this Contract, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program, the requirement to duly expend funds from the repair and maintenance reserve and the requirement to comply with Applicable Laws.
- (3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a non-monetary breach, if the Director considers that the nature of the breach so permits, the Director

will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 16(a).

- (4) The Director may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to bankruptcy or insolvency.
- (5) Termination of this Contract for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act (whatever the Gabon law is on this) or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

- (1) In the event of termination of this Contract for any reason or expiration of this Contract, the total compensation due the Concessioner for such termination or expiration shall be as described in Section 17 of this Contract. No other compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.
- (2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract for any reason or its expiration (unless the Director in particular circumstances requires immediate removal).

- (3) To avoid interruption of services to the public upon termination of this Contract for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this Contract for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.
- (4) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit J to this Contract, "Transition to New Concessioner." This Section and Exhibit J shall survive the expiration or termination of this Contract.

SECTION 17. COMPENSATION COMMENT - This section relates to the type of compensation the concessionaire receives when entering into a contract with the National park Service. This would not applicable if Gabonese Government decides that there will be no compensation.

(a) Just Compensation

The compensation provided by this Section shall constitute full and just compensation to the Concessioner for all losses and claims occasioned by the circumstances described below.

(b) Compensation for Contract expiration or termination

If, for any reason, including Contract expiration or termination, the Concessioner shall cease to be authorized by the Director to conduct operations under this Contract, the Concessioner shall convey to a person designated by the Director (including the Director if appropriate) any Leasehold Surrender Interest it has under the terms of this Contract and the Director shall, subject to the terms and conditions of this Contract, assure that the Concessioner is paid the Leasehold Surrender Interest Value.

(c) Procedures for Establishing the Value of a Leasehold Surrender Interest

At any time during the term of this Contract, the Concessioner shall, when requested by the Director, enter into negotiations with the Director as to the value of the Concessioner's Leasehold Surrender Interest under this Contract. In the event that such negotiations fail to determine an agreed upon value within a reasonable period of time as determined by the Director, the Director or the Concessioner may initiate arbitration proceedings to determine such value upon written request to the other party. Such arbitration proceedings shall be conducted in accordance with the arbitration procedures set forth in Exhibit A. In these circumstances, the Concessioner and the Director shall

each select an arbiter. The two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel in accordance with Exhibit A. The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and shall determine the value of the Leasehold Surrender Interest consistent with the terms of this Contract, including without limitation Exhibit A. The arbitration panel shall also provide a means to calculate the change in the value of such Leasehold Surrender Interest as may occur for up to two (2) years from the date of the initial determination. The determination of the arbitration panel shall be binding on the Director and the Concessioner.

(d) Compensation for Personal Property

No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this Contract. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

SECTION 18. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

- (a) This Contract is subject to the requirements of all **Applicable Laws**. Failure by the Concessioner to comply with Applicable Laws is a material breach of this Contract for which the Director may terminate this Contract for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this Contract of any nature, including, but not limited to, Leasehold Surrender Interest or operating rights under this Contract, if obtained in violation of Applicable Laws.
- (b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to **Applicable Laws and this Contract**.

SECTION 19. GENERAL PROVISIONS

- (a) The Director or any of its duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.
- (b) All information required to be submitted to the Director by the Concessioner pursuant to this Contract is subject to public release by the Director to the extent provided by Applicable Laws.
- (c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this Contract are not permitted. **COMMENT – This is decision to be made by the Gabonese government; do they want to allow a concessionaire to subcontract any of the authorized to another entity or person**
- (d) The Concessioner is not entitled to be awarded or to have negotiating rights to any other **Gabon Government Contract** by virtue of any provision of this Contract.

- (e) Any and all taxes or assessments of any nature that may be lawfully imposed by the **Gabon Government** or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.
- (f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (g) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (h) This Contract does not grant rights or benefits of any nature to any third party.
- (i) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.
- (j) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract as of the _____ day of _____, (Year).

CONCESSIONER

GOVERNMENT OF GABON

BY _____

BY _____
(Title)
(Company Name)

Government Official
Entity they work for

[CORPORATIONS]

ATTEST:

BY: _____

TITLE: _____

[SOLE PROPRIETORSHIP]

WITNESSES:

NAME _____

ADDRESS _____

TITLE _____

NAME _____

ADDRESS _____

TITLE _____

[PARTNERSHIP]

WITNESSES AS TO EACH:

[Concessioner]

NAME _____

(NAME)

ADDRESS _____

NAME _____

(NAME)

ADDRESS _____

**ANNEX C – UNITED STATES NATIONAL PARK SERVICE
CONCESSION MANAGEMENT MATERIALS**

INSTRUCTIONS for Completion of the Environmental Management Evaluation Rating Form 10-ENV

COMPLETING THE HEADER INFORMATION:

Park – Enter the full name of the Park or the for letter park acronym.

Concessioner Name - Enter the Concessioner Name as entered on the Concession Contract.

Concessioner DBA - Enter the Name the Concessioner is Doing Business As (DBA) as entered on the Concession Contract.

Contract No (CC-PARK###-YY) - Enter the Contract Number as entered on the Concession Contract. The format should be as follows: two digit agreement abbreviation (CC/TC/CP, etc) – CONCID (or four letter park abbreviation and concessioner id number) - two digit year abbreviation corresponding to the Concession Contract effective date (e.g., 2007 would be 07).

1965 Law Contract - Is the Contract a 1965 Law Contract? Enter (Y/N).

COMPLETING THE TABLE INFORMATION:

The environmental management evaluation form contains core elements of a concessioner's environmental management responsibilities while operating within the Area. Each element has an identified letter (A), (B), or (C) which signifies the weight of that element.

- (A) First Priority deficiencies. Conditions or practices which have the potential for or exert a significant impairment to the health or safety of humans or the environment.
- (B) Second Priority deficiencies. Conditions or practices which have the potential or exert a moderate impairment to the services essential to the health or safety of humans or the environment.
- (C) Third Priority deficiencies. Conditions or practices which have a potential for or exert a minor impairment to the services essential to the health or safety of humans or the environment.

The evaluator will review the each element listed below and determine if there are any meaningful deficiencies found. and check the 'N' box during the evaluation. A "meaningful" deficiency is one that is important enough to impair a concessioner's ability to provide a safe and healthful environment, services or facilities for visitors and/or employees. All deficiencies identified should be indicated by checking 'N' in the appropriate box on the form and require an explanation in appropriate detail in the narrative section of the Annual Overall Rating (Form 10-631).

The NPS evaluator will assess the concessioner's environmental performance on each of the following elements:

CONTRACT COMPLIANCE, SECTION 6

A. Environmental Management Program (EMP)

The Concessioner is required to develop, document, implement, and comply fully with an Environmental Management Program (EMP) which will account for all activities with potential environmental impacts conducted by the concessioner or to which the concessioner contributes (Question A). The Concessioners EMP must achieve the Standard Concession Contract Environmental Management Objectives of (1) complying with all applicable laws pertaining to the protection of human health and the environment and (2) incorporating best management practices in a concessioner's operation, construction, maintenance, acquisition, provision of visitor services, and other activities under a concession contract. The Concessioner EMP will contain the following elements:

1. *Policy.* The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.
2. *Goals and Targets.* The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e., measurable results and schedules) to achieve these goals.
3. *Responsibilities and Accountability.* The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an

- environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.
4. *Documentation.* The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.
 5. *Documentation Control and Information Management System.* The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.
 6. *Reporting.* The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.
 7. *Communication.* The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.
 8. *Training.* The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.
 9. *Monitoring, Measurement, and Corrective Action.* The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

B. Environmental Data, Reports, Notifications and Approvals

10. *Inventory of Hazardous Substances.* The Concessioner is to submit to the Director annually for approval an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner.
11. *Inventory of Waste Streams.* The Concessioner is to submit to the Director annually an inventory of all waste streams generated by the Concessioner under this Contract.
12. *Reports.* The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies.
13. *Notification of Releases.* The Concessioner is to give the Director immediate notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) of any hazardous or toxic substance, material, or waste.
14. *Communication with Regulatory Agencies.* The Concessioner shall provide timely written advance notice to the Director of any planned or unplanned communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications.

A. Corrective Action

15. The Concessioner shall promptly control and contain any discharge, release or threatened release, or threatened or actual violation arising in connection with his/her operations within the Area. The Concessioner will take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.
16. The Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area.

B. Natural, Cultural, and Archeological Resources Management

17. *Integrated Pest Management.* The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. The Concessioner must submit to the Director annually for approval a list of all pesticide and herbicides to be used and the quantities used in the previous year on Concession Facilities assigned to the Concessioner.
18. *Cultural and Archeological Resources Management.* The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors. The Concessioner must promptly report to the Director discoveries of any archeological resources.

CONCESSION ENVIRONMENTAL AUDIT

19. Concession facilities are required to undergo environmental audits once every 3-5 years. These audits are scheduled by WASO, and conducted by a third-party of experts. Concessioner environmental audits have deadlines to close audit findings as follows:
 - Priority 1, non-conformances with laws and regulations that pose immediate actual or potential harm to human health or the environment, or the potential for significant liability exists, must be closed within **90 days** of the Preliminary Environmental Audit Report.
 - Priority 2, non-conformances with laws and regulation that do not pose an immediate threat to human health or the environment, must be closed within **180 days** of the Preliminary Environmental Audit Report.
 - Priority 3, non-conformances with DOI, NPS, or park policy; or the concession contract that do not pose an immediate threat to human health or the environment, must be closed within **180 days** of the Preliminary Environmental Audit Report.

MAINTENANCE PLAN & OPERATING PLAN

The evaluator will need to review both the maintenance and operating plans in order to identify unique contract requirements pertaining to environmental management. Environmental management requirements are to be entered into the appropriate table located at the bottom of form 10-ENV, including the section and page number where the information can be found. If you need additional room to enter requirements, then you will need to copy and paste rows into the table.

Environmental requirements included within the Maintenance and Operating Plans have not been assigned weights due to the uniqueness of each concession contract. It is the responsibility of the evaluator to review the operating and maintenance plan environmental requirements, and assign weights to them based on the definitions for A, B, and C elements provided above. (For example, if the Concessioner's Operating Plan requires them to implement a recycling program that fully supports the efforts of the Park, then the weight given should be 'C' because a failure to recycle does not exert a significant or moderate impairment to human or environmental health or safety).

After evaluating all aspects of the Concessioner's environmental performance, the total number of A's, B's, and C's should be calculated and entered in the space provided at the bottom of the form. This is done by adding the number of 'N' checked boxes for each A, B, and C element. Regardless of the number of times a given standard is found deficient, it should be checked and counted only once. Ratings are determined by the number of A, B, or C elements found deficient, not by the number of occurrences.

Upon completion of Form 10-ENV, the evaluator must determine whether the Concessioner was in compliance with the environmental requirements of his/her contract and enter this information into 'Item 4' of the Contract Compliance Form 10-630 (1998 Law Contracts only). In addition, the evaluator must discuss the assigned rating for environmental performance within the Annual Overall Narrative Assessment of Form 10-631. Although the Concessioner's Environmental Performance Rating is not currently incorporated into either the Operational Performance or Contract/Permit Compliance Ratings, it should be heavily considered

when assigning the Annual Overall Rating to the Concessioner.

Numerical Rating

SATISFACTORY

- 5 Always meets standards. No First Priority (A) or Second Priority (B) deficiencies exist. Very few, if any, third priority (C) deficiencies exist. Consistently provides outstanding visitor facilities and services.
- 4 Almost always meets standards. No First Priority deficiencies (A) exist. Second Priority (B) and Minor third priority (C) deficiencies may exist.
- 3 Usually meets standards. A few deficiencies of a First Priority (A) nature exist. Second priority (B) and third priority (C) deficiencies may exist.

UNSATISFACTORY

- 2 Many Major (A&B) and other deficiencies exist. Generally does not meet standards.
- 1 Fails to meet 2nd level rating criteria. Overall performance is totally inadequate.

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CONCESSION PROGRAM
ENVIRONMENTAL MANAGEMENT EVALUATION**

Form 10-ENV (Rev. 03/08)

PARK	
CONCESSIONER NAME	
CONCESSIONER DBA	
CONTRACT NO (CC-PARK###-YY)	
1965 Law Contract (Y/N)	Date

<u>Item No.</u>	<u>Element/Deficiency</u>	<u>Y</u>	<u>N</u>	<u>N/A</u>	
CONTRACT COMPLIANCE, SECTION 6					
A. Environmental Management Program (EMP)					
1	Clear statement of commitment to EMOs is included.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Environmental goals and specific targets (measurable results and schedules) to achieve goals are identified.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Environmental responsibilities for employees and contractors, including designation of Environmental Program Manager, are identified.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Documentation that will be maintained to meet EMOs is identified and ways to manage it are described.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	System for reporting environmental information to regulatory authorities and the NPS is described and implemented.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Methods for communicating environmental policies, goals, targets, responsibilities and procedures are described.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Environmental training program is described.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Methods for assessing compliance with EMP and correcting deficiencies at least annually are described.	(C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	EMP was developed and submitted to Park within sixty days of effective date of contract AND a proposed updated EMP is submitted to Park for approval annually.	(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	EMP has been implemented and complied with fully.	(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Environmental Data, Reports, Notifications, and Approvals					
11	Annual inventory of hazardous chemicals was completed and submitted to Park.	(A/B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Annual inventory of Waste Streams was completed and submitted to Park.	(A/B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Reports required under Applicable Laws to be submitted to regulatory agencies were also submitted to Park.	(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Park was notified in writing of any releases of hazardous or toxic substances, materials, or wastes.	(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Park was notified of all communications between regulatory agencies and Concessioner related to compliance with Applicable Laws.	(B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Corrective Action					
16	Discharges, releases, and violations (threatened or actual) were promptly controlled, contained, and remediated at sole cost and expense to Concessioner.	(A)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Directives to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported into the Area were followed.	(A)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Natural, Cultural, and Archeological Resources Management					
17	All weeds and pests were managed in accordance with NPS policies, including pesticide use by pest control companies.	(A/B)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Protected sites and archeological resources are not disturbed or damaged.	(A)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**NATIONAL PARK SERVICE
CONCESSIONS MANAGEMENT REVIEW FORM**

DATE:	, 2008
CONCID	YOSE001-XX
CONTACTS	
GENERAL REMARKS/ISSUES/CONCERNS (<i>Describe nature of the issue/concern and provide as much detail as possible</i>)	
COMPLIMENTS/ACCOMPLISHMENTS (<i>Describe and provide date, time, names</i>)	
FOLLOW-UP REQUIRED	
EVALUATOR AND DATE:	
COPIES TO: XXX National Park Concession Management File	

UNITED STATES DEPARTMENT OF THE INTERIOR
 NATIONAL PARK SERVICE
 SUPERINTENDENT'S ANNUAL CONCESSIONER CONTRACT/PERMIT COMPLIANCE REPORT
 OPERATING YEAR:

Form 10-630 (Rev. 7/83)

PARK	
CONCESSIONER	
CONTRACT NO	
PERMIT NO.	

COMPLIANCE

				Yes	No	N/A					Yes	No	N/A	
* Denotes "Special Attention" Items														
*	1.	Building and Improvement Program				*	7.	Accounting Records & Rptrs						
	2.	Accommodations, Facilities & Services				*	8.	Franchise Fee						
	3.	Plant, Personnel and Rates					9.	Bond and Lien						
*	4.	Maintenance					10	Assignment						
	5.	Possessory Interest					11.	Subconcession						
*	6.	Utilities				*	12.	Insurance						
CONTRACT/PERMIT COMPLIANCE RATING: (Satisfactory, Marginal, Unsatisfactory)														
Superintendent's Signature														
Concessioner's Signature (To signify receipt of rating)														

CONTRACT/PERMIT COMPLIANCE CHECKLIST

											YES	No	N/A	
*1. BUILDING AND IMPROVEMENT PROGRAM (Item 1 of Instructions)														
A.	Does the contract contain a building & improvement program?													
B.	If the answer to (A) above is yes,													
	(1)	Is any portion of such program applicable to this rating period?												
	(2)	If (1) above is yes, have plans and specifications been submitted and approved by the Superintendent?												
	(3)	What portion(s) of the building and improvement program has been completed during this rating period?												
	(4)	What was starting date as stated in the contract?												
	(5)	When was actual starting date?												
	(6)	When is completion date?												
	(7)	If already completed, give date:												
	(8)	Has the concessioner submitted documentation to evidence expenditures of the program?												
	(9)	(ACCESSIBILITY OF FACILITIES TO HANDICAPPED PERSONS TO BE ADDED AT A LATER DATE)												
	COMMENT:													
2. ACCOMMODATIONS, FACILITIES AND SERVICES (Item 2 of Instructions)														
A.	Are all accommodations facilities and services required/authorized in this contract/Permit being provided?													
B.	Are any services being provided that are not authorized under this contract/permit?													
	If yes, please list:													
C.	(1)	Does the concessioner have a preferential right to new or additional service?												
	(2)	If such new or additional services have been identified by the NPS, has the concessioner agreed to provide them?												
	If the answer to (2) above is no, explain:													
3. PLANT, PERSONNEL AND RATES (Item 3 of Instructions)														
A.	Does the concessioner meet the criteria for needing an affirmative action plan? (See item #3 of instructions for criteria.)													
	If the answer is no, disregard the next question. if yes:													
	(1)	Does the concessioner have a written affirmative action plan?												
	If the answer is no, explain:													
B.	Are EEO posters furnished and adequately displayed?													
C.	Have current rates used by the concessioner been approved by the Superintendent and properly documented by supporting rate approval studies in accordance with the Rate Approval Program Guidelines in NPS-48?													
	If the answer is no, explain:													
*4. MAINTENANCE (Item 5 Instructions)														
A.	Has the concessioner fulfilled the terms of any maintenance agreement including the dollar amount if stipulated?													
	If "NO", give reason:													
5. POSSESSORY INTEREST (Item 6 of Instructions)														
A.	Has the concessioner													
	(a)	made any capital improvements to government improvements?												
	(b)	acquired any possessory interest in concessioner's improvements not listed on the exhibit to the contract during this rating period?												
	If yes, list:													

B.	Was prior written approval given by the Service for these improvements?											
*6. UTILITIES (Item 7 of Instructions)												
A.	List utility services provided by the park for the concessioner:											
B.	If the concessioner is charged for the service(s) provided, has he paid for them in a timely manner?											
*7. ACCOUNTING RECORDS AND REPORTS (Item 8 of Instructions)												
A.	If this is the first year of a contract, was the opening balance sheet required by contract provision?											
If "YES", when was it submitted?												
B.	Considering the most recent Annual Financial Report (AFR) due within this rating period:											
(1) Give date AFR was due:												
(2) Date AFR was submitted:												
C.	Was AFR audited by an independent licensed or certified public accountant, if required?											
*8. FRANCHISE FEE (Item 9 of Instructions)												
A.	Are there franchise fees (including building use fees) past due from the concessioner?											
B.	For the last 12 months, list due date and date paid for franchise fees: (NOTE: Some Concessioners are required to pay more than once a year)											
DUE												
PAID												
DUE												
PAID												
DUE												
PAID												
DUE												
PAID												
C.	If applicable, what is the next date for renegotiation of franchise fees?											
D.	Are the amount of sales claimed as exempt from franchise fee supported by invoices bearing a certification by the seller that the items meet NPS standards for native American and Indian handicraft items?											
9. BOND AND LIEN (Item 10 of Instructions)												
A.	Was a bond required by the contract?											
If yes, give amount and date posted?												
If a bond was not required, mark item 9 of rating sheet "N/A".												
10. ASSIGNMENT (Item 13 of Instructions)												
A.	If this concession operation has been sold to a successor during this evaluation year, has the successor fulfilled all obligations stipulated by the NPS in (1) letter(s) of contingent and/or final approval, or (2) the assignment, acceptance and approval document?											
B.	If the name of the business has changed in the past year, give new name:											
11. SUBCONCESSION (Item 14 of Instructions)												
A.	Are there any agreements with third parties to provide any services authorized or required in the contract/permit with the concessioner?											
B.	If the answer is "YES", what services do they provide? (List):											
C.	Are all such arrangements covered by an NPS approved subconcession contract?											
If the answer is no, explain:												
*12. INSURANCE (Item 15 of Instructions)												
Fill out the attached Insurance Review Checklist first; it will enable you to answer the questions below. CAUTION: The current NPS insurance requirements are applicable to contracts based on SOR's published after May 1, 1981. Earlier contracts may vary substantially and some questions in the checklist may not apply. Answer those which do apply and attach the checklist anyway because it provides data which WASO needs.												
A.	Has concessioner provided the Superintendent with a Certificate of Insurance or Broker's Analysis?											
B.	Has the concessioner purchased all required property coverages in the amount required?											
C.	Has the concessioner purchased all the required liability coverages in the amount required?											
D.	Has the concessioner had inserted in all insurance policies appropriate clauses as required in the concession contract?											
If no, explain:												

(*) OTHER LOCATION NOT LISTED ABOVE	TOTAL SCORE	DIVIDE NO. OF FAC. RATINGS	ANNUAL AVG. RATING SCORE

SAFETY Std No. II	This area is related once annually as Satisfactory, Marginal or Unsatisfactory. The Safety Rating is not arrived at numerically and therefore is not included above. For the OPERATIONAL PERFORMANCE RATING to be considered Satisfactory, both Safety and Sanitation must have a rating of Satisfactory, unless a full explanation is provided on FORM
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Comments:	
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PHS RATING		SAFETY RATING		OPERATIONAL PERFORMANCE RATING	
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The Concessioner's Operational Performance Evaluation for	
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1.	The average annual ratings as set forth above.
2.	A review of the individual facility and service ratings and/or the degree to which they fluctuated.
3.	"A" & "B" Deficiencies not corrected in a timely manner.
4.	"C" Deficiencies not corrected in a timely manner.
5.	Any specific action(s) being taken to eliminate unsatisfactory conditions.
6.	Consideration of both positive and negative visitor comments.

**** NARRATIVE CONCERNING STATUS OF THE CONCESSIONER'S OPERATIONAL PERFORMANCE MUST BE PROVIDED ON FORM 10-631.**

**UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL
PARK SERVICE
PERIODIC CONCESSION EVALUATION REPORT**

FORM 10-631 (Rev 8/89)

Region:		Concid#:		Date:		Year of Operation:	
Park:				Contract/Permit No.			
Concessioner:							

	Satisfactory	Marginal	Unsatisfactory
Operational Performance Rating:			
Contract/Permit Compliance Rating:			
ANNUAL OVERALL RATING DETERMINATION:			
Annual Overall Narrative Assessment and Comments on the Concession Contractual Obligations and Operational Performance for the Year			

Superintendent's Signature		Date Signed:	
Concessioner's Signature (to signify receipt of rating):		Date Signed:	

ANNEX D – MISSION TERMS OF REFERENCE | FRENCH

AGENCE NATIONALE
DES PARCS NATIONAUX

REPUBLIQUE
GABONAISE
UNION – TRAVAIL -
JUSTICE



Termes de référence de l'intervention d'une équipe de l'US Forest Service pour la formulation du régime des concessions touristiques dans et en périphérie des parcs nationaux du Gabon

1/ Contexte

1. Le 4 septembre 2002, au Sommet des Nations -unies sur le Développement durable, le président de la République gabonaise, Omar Bongo Ondimba, a annoncé la création d'un réseau de 13 Parcs nationaux, prenant ainsi le premier engagement significatif d'une nation africaine dans le cadre du Partenariat pour les Forêts du Bassin du Congo. Le nouveau réseau de Parcs nationaux protège 2.837.128 hectares, soit plus de 10.6% de la superficie totale du territoire (de plus, ces Parcs comprennent 129.307 hectares de territoire marin). Il inclut tous les écosystèmes importants du pays et certaines des zones forestières et côtières tropicales les plus intactes, les plus vierges et les plus riches d'un point de vue biologique à l'échelle de la planète. **Cette décision historique offre également une opportunité unique de diversifier l'économie du Gabon par le développement de l'écotourisme.**

Suite au travail réalisé par le Conseil National des Parcs Nationaux (CNPN), structure de projet défunte placée sous la tutelle de la Présidence de la République, l'Agence Nationale des Parcs Nationaux a été créée par la loi N°003/2007 du 27 août 2007 relative aux parcs nationaux. Cette entité placée sous la tutelle technique du

Ministère du tourisme et des Parcs nationaux bénéficie de la personnalité juridique et morale ainsi que de l'autonomie administrative et financière. Elle est chargée, entre autres, de mettre en œuvre la politique nationale en matière de protection des ressources naturelles et des processus écologiques et aussi de valoriser le patrimoine naturel et culturel des parcs nationaux, en tenant compte de l'équilibre et de la stabilité des écosystèmes. A ce titre, **l'ANPN a mandat pour promouvoir et réglementer les activités d'écotourisme dans les parcs nationaux**

Dans la perspective de mise en œuvre de son agenda de développement, le Gouvernement gabonais a décidée de promouvoir une véritable industrie du tourisme au Gabon. Au regard du fort potentiel naturel et culturel de ce pays, cette industrie devra être axée sur le tourisme de nature, particulièrement sur **l'écotourisme**, l'objectif général étant l'augmentation de la contribution des secteurs tourisme et environnement à l'économie nationale, tout en assurant (i) la gestion durable des ressources naturelles et la conservation de la biodiversité, d'une part, et (ii) d'autre part, l'amélioration du niveau de vie des populations vivant en périphérie des Parcs nationaux.

2. Le Bureau des programmes internationaux du USDA Forest Service (USFS) s'est engagé à appuyer le Gabon dans le développement de son réseau de parcs nationaux. Avec le soutien financier du Programme de conservation des forêts d'Afrique centrale (CARPE), l'USFS a appuyé la formulation des plans de gestion des parcs nationaux de Loango et Lopé, contribuant par ailleurs au renforcement des capacités de la cellule Aménagement de l'ANPN, qui vient de terminer la première esquisse de plan de gestion pour le parc national des Plateaux Batéké.

Afin de tirer le meilleur parti de ce partenariat fécond, l'Agence Nationale des parcs Nationaux sollicite la mise à disposition d'une équipe pouvant l'appuyer dans la formulation du régime de concessions touristiques dans et autour les parcs nationaux du Gabon. Cette équipe être au fait des questions liées au tourisme dans les aires protégées, à l'aménagement, au suivi environnemental des impacts et aux normes de construction.

2/ Objectif de la mission

La mission de l'équipe de l'USFS aura pour but de contribuer au renforcement des capacités de l'ANPN et de l'administration nationale du Tourisme sur les questions liées aux concessions touristiques en apportant un appui à la rédaction d'un régime de concessions touristiques. Le régime de concessions devra aborder les questions liées, entre autres, à la propriété foncière, aux incitations fiscal-douanières, à l'aménagement, aux normes de construction, au suivi environnemental des impacts du tourisme, aux droits, redevances et taxes liés aux différents services ainsi qu'au mode de sélection des concessionnaires et aux cahiers des charges.

3/ Méthodologie

L'équipe de l'USFS travaillera en étroite relation avec l'ANPN et l'administration du tourisme. Elle mènera des consultations avec la composante Gabon du programme Ecofac de l'Union européenne et les administrations en charge de l'aménagement du territoire, de la planification, de l'économie, des domaines, des douanes, des transports, de l'environnement et des forêts. L'Agence de promotion des investissements privés (APIP) sera un interlocuteur essentiel de l'équipe USFS. Le cas échéant, d'autres administrations (immigration...) pourront être associées à cet exercice.

Sur la base de l'expérience américaine, l'équipe de l'USFS proposera au Gabon un modèle qui tient compte, à la fois, des normes de l'Organisation Mondiale du Tourisme, des lois et règlements en vigueur au Gabon et de la nécessité de développer un tourisme respectueux de la nature et générateur de revenus pour les communautés locales.

Une partie essentielle du travail de l'équipe consistera donc à recueillir des informations auprès des administrations compétentes, l'autre partie étant la confrontation de ces informations aux normes internationales ainsi qu'à la nécessité de développer le tourisme tout en préservant l'environnement.

5/Tâches

L'équipe de l'USFS accomplira les tâches suivantes :

- Formulation des normes de constructions touristiques
- Proposition d'un mode de calcul des redevances, droits et taxes liés aux activités touristiques
- Formulation d'un cahier de charges et d'un contrat modèles.
- Formulation d'une proposition de processus de sélection adapté au Gabon.
- Formulation d'une proposition du système de gestion, de suivi et d'évaluation de la concession.

Une restitution sera organisée afin de valider le résultat de la mission.

6/Appui de l'ANPN à la mission

Le Directeur de la Valorisation et de la Communication de l'ANPN prendra tous les contacts nécessaires avant l'arrivée de la mission, qu'il introduira auprès des différentes administrations. L'ANPN abritera les séances de travail techniques.

ANNEX E – MISSION TERMS OF REFERENCE | ENGLISH



USFS Team Scope of Work
US Forest Service International Programs
Gabon National Policy Development for Nature Based Tourism
January 2009



1. Introduction and Background

The US Forest Service International Programs office is an implementing partner in the USAID Central African Regional Program for the Environment (CARPE). The USFS provides targeted technical and capacity building assistance aimed at improving forest management in the Congo Basin. The USFS is concentrating efforts on the land management planning processes of the CARPE partners and the host country governments for multiple-use forest management at a large landscape scale. This assistance is designed to help address the challenges in effectively managing natural resources over the long term for the benefit of their people while conserving the ecological diversity of their countries. The USFS is also partnering with the US Department of State to train officials of land management agencies throughout the Congo Basin in the utilization of planning guidelines and provide technical assistance for national protected area management initiatives.

At the United Nations World Summit on Sustainable Development in 2002, the president of Gabon, Omar Bongo Ondimba, announced the creation of a network of 13 National Parks. This announcement was made at the same time and within the framework of the Congo Basin Forest Partnership (CBFP). The U.S. contribution to the partnership builds on the strengths of the CARPE program which has made significant investments toward improved forest management, governance, and monitoring in Gabon, among other countries. The network of National Parks covers approximately 2.8 million hectares representing 10.6% of the total surface area of the country. The Parks were classified for the conservation of Gabon's rich biodiversity and were created based on the results of the botanical, socio-economic and wildlife surveys. This decision was made largely with a vision to diversify the Gabonese economy through the development of a robust ecotourism sector.

2. USFS Support to Gabon

USFS/IP has assisted the Government of Gabon with management planning for their new national parks over the course of the last five years. Technical assistance and workshops on planning were performed over a series of missions from 2003 – 2006 and plans were drafted for both Lope and Loango National Parks. The USFS had been working directly with the *Conseille Nationale des Parcs Nationaux* (CNPN), the temporary body established to run the parks prior to the establishment of a National Parks Law. That body has been replaced by the *Agence Nationale des Parcs Nationaux* (ANPN) who is now the main counterpart of the USFS in Gabon.

In May, 2008, the ANPN formally requested the USFS to provide further assistance with park management, particularly focused on tourism concession development. USFS/IP has since corresponded with the ANPN resulting in the clarity on the terms of reference for this cooperation as well as the identification of the primary point of contact at ANPN for mission coordination, preparation, and execution, and with which USFS/IP could dialogue in defining the details of this effort. Overall the Gabonese National Parks Agency has requested support from the USFS-IP on developing the policy framework for ecotourism concession development in and around their national parks.

Objectives: This detail will support the Gabonese National Parks Agency in developing an enabling national level policy framework for tourism concession development in and around their national parks. This framework will foster biodiversity conservation and generate revenue and employment for local communities.

More specifically the USFS technical assistance team, in close collaboration with ANPN staff will:

1. Consult with all the pertinent stakeholders (government authorities, NGOs, existing tourism operators);
2. Review current Gabonese laws and regulations that have an impact on nature based tourism operations;
3. Compare those with International norms and US and USFS experiences; and
4. Contribute substantively to the development of a policy framework for nature based tourism concession development that will:
 - a. Maintain the resource (ecosystem services – biodiversity, wildlife, etc.); and
 - b. Generate revenue and employment for local communities.

Location: Libreville, Gabon with possible visit to Pongara National Park.

Timing: USFS Technical Assistance mission will occur on/around January 17-31, 2009. There may be other follow on detail opportunities in Spring and early Summer 2009.

USFS Team Composition: This team will consist of three experienced recreation planners and an IP staff member with the following roles:

1. Matthew Edwardsen, Team Leader – IP Africa Coordinator with significant experience collaborating at various levels within government ministries in Africa and knowledge of international nature based tourism norm/standards;
2. John Neary - Recreation planner with concession performance evaluation and policy implementation experience along with site-based protected area tourism planning experience in Africa;
3. Bob Kates - Recreation manager with comprehensive knowledge of US systems and structures for managing special use concessions and national level policy development experience;
4. Lisa Machnik - Recreation planner with experience training sustainable tourism principles in Africa and knowledge of international nature based tourism norm/standards; and

The team will possess the following complementary specialty areas:

- National level tourism policy development experience;
- Knowledge of concession policies and systems governing differing scales of private sector operators including their management, monitoring, and evaluation;
- Knowledge of norms for construction of tourism light and heavy tourism facilities/infrastructure;
- Knowledge of tourism concession tax and fee structure;
- Knowledge of tourism concession contracts and clauses;
- Knowledge of bidding/selection processes and mechanisms for allocating concessions;
- Ability to work in cross cultural setting;
- Ability to adapt USFS models to Africa context;
- Knowledge of international norms for nature based tourism, and
- French proficiency preferred.

USFS Team Tasks:

Pre-mission

- Recruitment, selection, and mobilization of a USFS technical assistance team.
- Coordinate travel logistics and other substantive technical preparations via email communications and / or telephone calls.
- Review of read ahead materials and prepare introductory presentation and/or other materials for the ANPN, and possibly NGO partners.

Read ahead / background documents:

- ANPN/USFS draft Terms of Reference (French)
- USFS Trip Reports in Gabon:
http://frame.dai.com/ev_en.php?ID=8645_201&ID2=DO_TOPIC
- *Regional:*
<http://carpe.umd.edu/>
<http://www.cbfop.org/>
<http://www.ecofac.org/Ecotourisme/indexEN.htm>
- *Tourism Gabon:*
<http://www.legabon.org/uk/invest.php?Id=6&Sousrub=4>
<http://www.changemakers.net/node/7297> (review chapters at bottom of page)
<http://www.legabon.org/livre/>
<http://www.wcsgabon.org/>
<http://ecotourisme-gabon.com/en/stgabon.htm>
http://travel.state.gov/travel/cis_pa_tw/cis/cis_1120.html
<http://www.cresolus.com/>
<http://www.gabontour.ga/>
<http://fr.calameo.com/accounts/2785>
- *Tourism International:*
<http://www.nric.net/tourism/gsta.htm>
<http://www.unwto.org/index.php>
<http://www.rainforest-alliance.org/tourism.cfm?id=professionals>

During the mission

- Meet with various representative stakeholders from the Gabonese government, private sector, and environmental NGO's in order to:
 - Gather pertinent documents and perspectives from the various stakeholders; and
 - Share the USFS technical experience in recreation / tourism as relates to the context in Gabon.
- Initiate the following tasks in collaboration with ANPN:
 - Development of standards for heavy and light tourism-related infrastructure construction in the concessions.
 - Propose a method of calculating of the royalties, rights and taxes related to tourism activities.
 - Formulation of a model contract and additional specification/stipulation clause ("cahier de charges") for a concessionaire.
 - Propose a process for selecting concessionaires adapted to Gabon.
 - Propose a system for the management, monitoring, and evaluation of the tourism concession.
 - Others to be determined
- Debrief with ANPN.
- Debrief with American Embassy.

Post-mission

In addition to periodic follow up communications the mission participants will be required to produce a trip report detailing activities during the mission and all results (including issues, findings, and recommendations) of the work toward the accomplishment of those objectives listed above. This report in final form should be submitted no later than two weeks after completion of the mission. It will include but not be limited to:

- Description of the status of collaborative work on the various tasks outlined above and what is needed for their completion.
- Identification of technical assistance needs and specific opportunities for the USFS moving forward with the ANPN to develop an enabling and coherent policy framework for sustainable tourism.

In country logistical support:

IUCN CARPE Focal Point

- Arrange for transportation in Libreville and in-country and necessary lodging reservations, including air ticket reservations if necessary.
- Help organize meetings with pertinent CARPE partners and others as needed (American Embassy, WCS, WWF, ECOFAC, etc.).
- Arrange for a translator to accompany the USFS team during the mission as necessary.

ANPN

- Organize all meetings with pertinent Gabonese government entities and related logistics (*les administrations en charge de l'aménagement du territoire, de la*

planification, de l'économie, des domaines, des douanes, des transports, de l'environnement et des forêts).

- Arrange for field visit to Pongara National Park as time permits.
- Interface with local authorities

Select Key Contacts:

Name	Institution	Title
Franck Ndjimbi	Agence Nationale des Parcs Nationaux	USFS/ANPN POC and Directeur Valorization and Communication Unit
Constant Allogo	CARPE/IUCN	Gabon Focal Point
John Corrao	American Embassy	Economic / Commercial Officer
Abigail Nguema	American Embassy	Economic/Commercial Section
Lee White	WCS	Senior Conservation Scientist
Joe Walston	WCS	Gabon Country Director
Brigitte Carr	WWF	Gabon Country Representative
Jean Claude Gallner	Ecofac IV - Composante Gabon	AT Appui institutionnel à l'ANPN

**ANNEX F – COORESPONENCE BETWEEN THE AGENCE
NATIONALE DE PARCS NATIONAUX AND THE UNITED
STATES EMBASSY IN LIBREVILLE**



04 mai 2009

Monsieur le Secrétaire Exécutif:

Nous faisons suite à votre courrier référencé 000067/ANPN/SE et à notre mission d'assistance au Gabon au cours de laquelle votre personnel a eu la bonté d'accueillir une délégation du Service forestier des Etats-Unis du 19 au 30 janvier 2009. Cette délégation avait pour mission de fournir à votre agence, ainsi qu'aux ministères gabonais coopérants, des recommandations sur le développement d'un régime de gestion des concessions touristiques pour le Réseau des Parcs Nationaux Gabonais. Le rapport ci-joint dégage les constats de cette mission et les prochaines étapes recommandées pour atteindre ce but.

Comme vous le remarquerez dans le rapport, de nombreuses recommandations exigent un haut niveau de collaboration et de consultation entre votre agence et les autres ministères gabonais. Cette coopération doit s'accompagner d'un ferme engagement financier de la part du Gouvernement du Gabon en vue de mettre en valeur le secteur de l'écotourisme. Cet engagement suppose des investissements importants dans l'infrastructure rurale et la valorisation des professionnels et des institutions dans le domaine de l'écotourisme, dans le secteur tant public que privé.

Je souhaiterais porter immédiatement à votre attention la recommandation de l'USFS pour que votre agence facilite l'élaboration d'un dossier d'appel d'offres pour l'adjudication de concessions touristiques tout en prévoyant l'établissement d'un circuit touristique à travers plusieurs de vos Parcs Nationaux.

.../...

.../...

L'USFS est d'avis que la préparation et le lancement d'un appel d'offres international détaillé pour la gestion de concessions rehausseront la position de votre agence dans la réalisation de sa mission, c'est-à-dire la préservation des Parcs Nationaux du Gabon pour les générations futures par la diversification de l'économie nationale.

Vu les difficultés et les possibilités qui accompagnent une telle entreprise, l'USFS a exprimé la volonté de fournir à l'ANPN une assistance technique continue pour la mise en œuvre de ce projet. Cette assistance dépend de l'intérêt manifesté officiellement par l'ANPN. Nous prévoyons que cette nouvelle phase de collaboration comporte l'engagement de votre agence d'intégrer entièrement la préparation de l'appel d'offres dans le Plan Directeur de Développement de l'Ecotourisme et de le faire approuver par tous les membres de l'ANPN.

Comme mentionné auparavant, le Gouvernement des Etats-Unis a une grande admiration pour les efforts que le Gouvernement du Gabon a déployé en vue d'établir et de mettre en valeur le Réseau des Parcs Nationaux Gabonais. Nous espérons vivement apporter à l'ANPN l'assistance continue requise pour renforcer ses capacités et affermir davantage son rôle de gestion des Parcs Nationaux du Gabon.



Eunice S. Reddick
Ambassadeur

Son Excellence
Monsieur Jules Marius Ogouebandja
Secrétaire Exécutif
Agence Nationale des Parcs Nationaux
Libreville

CC: Monsieur Franck Ndjimbi
Monsieur Omer Ntougou
Agence Nationale de Parcs Nationaux
Libreville



N°000051 /ANPN/SE



Libreville, le 25 Avril 2008

*Le Secrétaire général adjoint de la Présidence de la République,
Secrétaire Exécutif de l'Agence Nationale des Parcs Nationaux*

/ -) _

**Madame l'Ambassadeur des Etats-Unis d'Amérique
au Gabon**

Libreville

Objet : Demande de mise à disposition d'un expert

Excellence,

J'ai l'honneur de solliciter auprès de votre haute bienveillance la mise à disposition d'un expert dans le cadre des accords entre l'administration des parcs nationaux du Gabon et celle de votre pays.

En effet la décision historique de créer un réseau de treize parcs nationaux offre également une opportunité unique de diversifier l'économie du Gabon par le développement de l'écotourisme.

Dans le souci d'établir des partenariats susceptibles de lui faire bénéficier de l'expertise et de l'expérience d'autres pays, le Conseil National des Parcs Nationaux (CNPN) a signé en octobre 2003 une convention d'appui (Memorandum of understanding) avec le National Parks Service. Le CNPN a également bénéficié, tout au long de son existence, de l'inestimable appui de l'US Forest Service.

A la faveur de la promulgation de loi N°003/2007 du 27 août 2007 relative aux parcs nationaux, le CNPN a laissé place à l'Agence Nationale des Parcs Nationaux. Cet établissement public est chargé, entre autres, de mettre en œuvre la politique nationale en matière de protection des ressources naturelles et des processus écologiques et aussi de valoriser le patrimoine naturel et culturel des parcs nationaux, en tenant compte de l'équilibre et de la stabilité des écosystèmes. A ce titre, l'ANPN a mandat pour promouvoir et réglementer les activités d'écotourisme dans les parcs nationaux. Légataire du travail du CNPN, l'ANPN entend développer un régime de concessions touristiques et sollicite à cet effet le soutien de l'Administration fédérale américaine, singulièrement du National Parks Service ou de l'US Forest Service, à travers la mise à disposition d'un expert pouvant appuyer dans cette tâche.

Cette initiative procède d'une triple volonté, à savoir : capitaliser les acquis du CNPN, se conformer aux normes internationales et offrir aux potentiels investisseurs touristiques un cadre juridique attrayant tout en prenant en compte la nécessité de préserver les équilibres naturels et autres processus écologiques. Je vous saurai donc gré des dispositions que vous voudriez bien prendre pour nous permettre de bénéficier de l'appui d'un expert reconnu pouvant aider le Gabon à se doter d'un régime de concessions touristiques attrayant et écologiquement compatible.

Espérant que les partenariats conclus entre le CNPN et l'Administration fédérale américaine s'appliquent à l'ANPN, je fais appel à votre soutien.

Je vous prie de recevoir, Excellence, Madame l'Ambassadeur, l'expression de mes respectueux hommages.





N° 000067 /ANPN/SE

Tel. (241) 74 04 80



Libreville, le 28 Mai 2008

*Le Secrétaire général adjoint de la Présidence de la République,
Secrétaire Exécutif de l'Agence Nationale des Parcs Nationaux*

/ -) _

**Son Excellence, Madame l'Ambassadeur
des Etats-Unis d'Amérique au Gabon**

Libreville

Objet : Développement d'un partenariat

Excellence, Madame l'Ambassadeur,

Par lettre du 16 mai, vous m'avez fait part de la disposition de l'administration fédérale américaine, notamment l'US Forest Service, à appuyer le Gabon dans le processus de formulation d'un régime de concessions touristiques à l'intérieur et autour des parcs nationaux et je vous en remercie.

Je sais que vous mesurez pleinement l'importance que revêt pour le Gabon la mise en place d'un régime de concessions touristiques respectueux des normes environnementales et des valeurs culturelles et, susceptible de constituer une source de revenus pour les communautés locales. Car c'est, entre autres, au moyen du développement d'un écotourisme de classe mondiale que ce jeune réseau de parcs nationaux pourra garantir sa crédibilité auprès des décideurs nationaux et partant son éternité.

Les Etats-Unis d'Amérique l'ont vite compris, en se mobilisant pour apporter tout leur soutien à l'action du CNPN à travers un appui à la formulation des plans de gestion des parcs nationaux de Loango et Lopé, sites phares de ce réseau. Comme Secrétaire permanent du CNPN à l'époque, j'ai eu l'honneur de contribuer à la mise en place de ce partenariat qui, j'ose l'espérer, continuera à prendre pleinement sa part dans le développement des outils

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structurants et standards de gestion des parcs nationaux du Gabon. Et, conformément à votre demande, je vous informe de ce que le Directeur de la Valorisation et de la Communication de l'Agence Nationale des Parcs Nationaux, Franck NDJIMBI, sera le contact du Bureau des programmes internationaux de l'USFS pour cet exercice spécifique.

Je voudrais ici saluer l'action de l'administration fédérale américaine au bénéfice des parcs nationaux du Gabon. Grâce à l'appui de l'US Forest Service, la cellule Aménagement de l'Agence Nationale des Parcs Nationaux est aujourd'hui à même de conduire le processus de formulation d'un plan de gestion. Elle vient, du reste, de finaliser la première esquisse de plan de gestion pour le parc national des Plateaux Batéké. Sans l'appui de votre administration, rien de tout cela n'eût été possible. J'ose donc espérer que cette coopération sera tout aussi fructueuse dans le domaine touristique et je joins à ma correspondance les termes de référence de cette mission d'appui que je sollicite vivement.

Je vous prie de recevoir, Excellence, Madame l'Ambassadeur, l'expression de mes respectueux hommages



René-Hilaire ADEAHENO

Libreville, le 7 octobre 2008

A

SEM Jules Marius Ogouebandja
Secrétaire Exécutif
Agence Nationale des Parcs
Nationaux

Monsieur,

En réponse à la récente lettre (N° 000067/ANPN/SE) de l'Agence Nationale des Parcs Nationaux (ANPN) adressée à l'Ambassade des Etats-Unis à Libreville, nous aimerions vous informer que le Service forestier des Etats-Unis (USFS) se prépare activement à entamer cette nouvelle phase de son partenariat actuel avec l'ANPN du Gabon, grâce au soutien de l'USAID/CARPE et du Département d'Etat Américain. La lettre de l'ANPN faisait état du mandat de l'agence pour valoriser le patrimoine naturel des Parcs nationaux du Gabon en vue de diversifier l'économie gabonaise tout en s'assurant que ces avantages reviennent aux communautés locales et que les services des écosystèmes soient maintenus. A cette fin, l'ANPN a demandé l'assistance technique du gouvernement des Etats-Unis dans le domaine de la formulation d'un régime de concessions touristiques à l'intérieur et aux alentours des parcs.

Comme on l'a fait remarqué précédemment, l'USFS est un partenaire de l'USAID/CARPE pour l'apport d'assistance technique qui, au cours des dernières années, a travaillé en étroite collaboration avec l'ANPN en vue de renforcer les capacités et de préparer des plans de gestion pour les Parcs nationaux du Gabon, en se concentrant sur les Parcs nationaux de Lopé et de Loango. L'USFS a été heureux des résultats de cette activité et il a le plaisir de constater que ces efforts collectifs ont en effet des répercussions durables comme l'illustre l'avancement de l'élaboration des plans d'aménagement pour les autres parcs, notamment le Parc national des Plateaux Batéké.

Nous partageons l'espoir que cette nouvelle phase de notre partenariat actuel sera fructueuse et se traduira par une meilleure gestion des ressources et une meilleure diversification économique. Comme vous le savez, l'USFS gère près de 80 millions d'hectares de forêts et prairies nationales aux Etats-Unis. Les loisirs et l'écotourisme se sont rapidement développés pour devenir désormais la forme d'utilisation la plus répandue de ces terres. De ce fait, l'USFS emploie un nombre important de spécialistes

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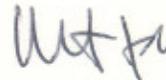
dans le domaine de la gestion des activités récréatives et du tourisme. Par conséquent, dans le cadre des activités USAID/CARPE menées en Afrique centrale, l'USFS est prêt à fournir son expertise technique pour l'appliquer à ce domaine fort important.

L'USFS est en train de préparer des plans pour envoyer une équipe d'assistance technique qui travaillera en étroite collaboration avec le personnel de l'ANPN en vue de déterminer les besoins, les priorités et une marche à suivre permettant au pays de développer son système de concessions touristiques.

Afin de finaliser les préparatifs de cette mission d'assistance technique, nous voudrions avoir la confirmation de certaines informations primordiales concernant les moyens d'interaction avec l'ANPN et les attentes de la contribution technique USFS dans ce domaine. Dans le courrier précédent, l'ANPN précisait que le Directeur de la valorisation et de la communication de l'ANPN, Monsieur Franck Ndjimbi, serait le point de contact qui serait chargé de communiquer et d'examiner les détails de ce programme d'assistance technique avec le bureau Programmes internationaux de l'USFS à Washington. De plus, l'ANPN soumettait un projet de termes de référence à l'examen de l'USFS pour cet aspect particulier du partenariat. Avant d'envoyer l'équipe USFS, nous aimerions recevoir la confirmation que ces informations sont à jour et qu'elles correspondent à la vision actuelle de l'ANPN.

Par la suite, l'USFS entrera directement en contact avec l'ANPN pour mettre sous forme finale les problèmes à résoudre concernant la logistique et pour échanger des commentaires sur les termes de référence proposés. Nous souhaiterions recevoir les copies de toutes les correspondances à l'avenir.

Je tiens à nouveau à vous féliciter pour la création de l'Agence Nationale des Parcs Nationaux et je suis heureux de savoir que vous continuez de vouloir collaborer avec le gouvernement des Etats-Unis pour la gestion du patrimoine naturel du Gabon. Je me réjouis d'avance de suivre de près les résultats de cette nouvelle phase du partenariat actuel.



Eunice S. Reddick
Ambassadeur

ANNEX G – DEBRIEF POWERPOINT PRESENTED TO ANPN



Restitution de la mission de l'équipe USFS sur le régime des concessions touristiques dans et en périphérie des parcs nationaux du Gabon

19 – 30 Janvier 2009

John Neary
Lisa Machnik
Matthew Edwardsen
Robert Kates





Vue d'ensemble de la présentation

- Observations générales
- Les principes de base
- Le mécanisme de labellisation et de certification
- Modalités d'implication des communautés locales
- Le lien avec la recherche au sujet de la gestion des impacts du tourisme
- Calcul des redevances, droits et taxes
- Cahier de charges et le contrat modèle
- Processus de sélection de concessionnaire
- Système de gestion, de suivi et d'évaluation de la concession
- Idées forces





Observations générales

- Renfort du rôle de l'ANPN comme agence principale dans le développement du système de parc national du Gabon
- Mise en oeuvre rapide du Plan Directeur de Développement de l'Ecotourisme par l'ANPN





Observations générales

- Utilisation des ressources existantes pour éviter la duplication des efforts
- Circuit de tourisme est une composante clé du cadre stratégique d'ANPN
- Finalisation des plans de gestion des autres parcs nationaux





Les principes de base

- Formation de la compétence locale dans les secteurs du tourisme
 - Une stratégie à long et à court terme doit être développée
 - À court terme tout en développant les investissements réels les concessionnaires doivent assurer la formation et le développement de leur personnel dans les activités eco-touristiques
 - À long terme le gouvernement doit assurer les formations a tous les niveaux des personnels du secteur tourisme





Les principes de base

- Ouverture d'un guichet unique dans le cadre des soumissions des offres
- Financement privé
 - L'encouragement de l'utilisation des fonds de garantie bancaire
 - Formation de personnel des banques dans les systèmes d'évaluation des projets de tourisme





Les principes de base

- Développement des infrastructures touristiques
 - Financé prioritairement par le gouvernement
 - Ou peut être réalisé par les concessionnaires sous certaines conditions





Les principes de base

- Durée et gestion de la concession dans les parcs nationaux
 - Adaptation de la loi gabonaise aux mécanismes d'attribution des concessions touristique
 - La durée du bail et l'architecture doivent être lié aux plans de gestion des parcs et a l'importance de l'investissement réalisé





Les principes de base

- Durée et gestion de la concession dans la périphérie des parcs nationaux
 - Minimiser l'impact du développement d'infrastructure de tourisme dans les parcs nationaux
 - La tenure foncière peut de manière significative empêcher le développement des investissements en dehors du parc
 - La durée du bail et l'architecture doivent être liés aux plans de gestion des parcs et à l'importance de l'investissement réalisé





Les principes de base

■ Avantages Fiscaux

- Adaptation des avantages fiscaux aux types des investissements réalisés
 - Ex. Développement de l'infrastructure

■ Une évaluation des autres systemes doit être faite et adapter au contexte local





Les principes de base

- Utilisation exclusive sous certaines conditions
 - Permis pour des produits spécifiques de tourisme
 - Accordée en cas de réalisation d'infrastructure significative
- L'utilisation exclusive pourrait atténuer des impacts du tourisme car l'entrée sera limitée
- L'utilisation exclusive peut empêcher le développement des autres activités du secteur tourisme





Le mécanisme de labellisation et de certification

- Établissement et harmonisation d'un label spécifique du Gabon avec les normes internationales
- Implication d'une tierse partie pour la certification
- Les considérations principales incluent:
 - Convenance du label par rapport a la taille de la concession
 - Stratégie de long terme pour établir la confiance dans le label spécifique du Gabon
 - Créer un cadre juridique qui organise le mécanisme de labellisation





Modalités d'implication des communautés locales

- Participation à l'élaboration des plans de gestion de parc
- Priorisation des populations locales pour certains emplois
- Utilisation des ONGs dans l'organisation des activités génératrices des revenus autour du tourisme





Le lien avec la recherche au sujet de la gestion des impacts du tourisme

- Renforcer les partenariats avec les bailleurs de fond et les ONGs
- Le mécanisme de surveillance des impacts environnementaux doit être conforme au plan de gestion du parc
- Sous la supervision de l'ANPN les concessionnaires peuvent établir des accords avec des instituts de recherche pour le monitoring





Calcul des redevances, droits et taxes

- Mener une étude comparative des couts dans les autres parcs
- Utilisation directe de la part des revenus versés au parc par ce parc
- Le montant versé doit être lié a la qualite de service offert par l'ANPN
- Moduler les frais d'entrée dans les parcs selon les visiteurs (nationaux, résidants, étrangers)





Calcul des redevances, droits et taxes

- Pour les taxes des concessionnaires il y a plusieurs options:
 - Pourcentage des reçus bruts
 - Redevances fixes par client
 - Redevances annuels pour la concession globale





Calcul des redevances, droits et taxes

- Les montants exigés par les voyagistes aux touristes intègrent toutes les charges
- Les touristes qui n'utilisent pas les voyagistes paient toutes leurs charges directement
- Possibilité de payer les frais pour visiter plusieurs parcs avec des entrées multiples





Cahier de charges et le contrat modèle

- Les modèles multiples existent déjà au Gabon
- USFS fournira les modèles de contrats et de cahiers de charge à l'ANPN





Processus de sélection du concessionnaire

- Le projet de création d'une concession touristique est conforme a la stratégie nationale du développement de l'eco-tourisme
- Les activités proposées dans l'appel d'offre pour les concessionnaires doivent impérativement respecter le plan de gestion du parc et la stratégie de développement
- Les critères d'évaluation des projets soumis par les concessionnaires sont élaborés conformément au plan de gestion du parc et a la stratégie nationale





Processus de sélection du concessionnaire

Processus de soumission et de développement de projet

