

Marine Sanctuary
Management Agreement
(Extension from 1994)

between

Ministry of Agriculture,
Natural Resources, Environment &
Co-operatives (MANREC)

&

Chumbe Island Coral Park Limited
(CHICOP)

3th January 2004

A G R E E M E N T

THIS AGREEMENT is made this Day of, 2004 BETWEEN the Ministry of Agriculture, Natural Resources, Environment and Cooperatives of the Revolutionary Government of Zanzibar (hereinafter referred to as the GOVERNMENT) of the one part AND the Chumbe Island Coral Park Company Limited (hereinafter referred to as the COMPANY) of the other part:

WHEREAS the Government is desirous of preserving the Chumbe Coral Reef and its marine environment:

AND WHEREAS following the above desire the Government has on the 6th October 1992 declared the same as a sanctuary under the Fisheries Act No. 8 of 1988:

AND WHEREAS the Company has agreed to undertake the work of managing, controlling and preserving the said Sanctuary:

NOW THEREFORE, this agreement witnesseth as follows:

1. The Government do hereby declare that all the area of 300 metres from the western high water mark on the shoreline of Chumbe Island embracing the area between 6 degrees 16 minutes 17 seconds South/39 degrees 10 minutes 35 seconds East and 6 degrees 17 minutes 0 second South/39 degrees 10 minutes 45 seconds East as a Chumbe Reef Sanctuary and is so declared by virtue of section 6 (1) (e) and (2) of the Fisheries Act, 1988, Legal Notice No. 99 of 24th December, 1994.
2. That the Government undertakes to ensure that the Chumbe Reef Sanctuary is protected under the rules and regulations of the Fisheries Act, no. 8, 1988. No fishing or any extractive use shall be permitted in the area so declared.
3. That the Government do hereby appoint and authorize the Company to manage, control and preserve the Chumbe Reef Sanctuary in a manner befitting a marine Sanctuary.

4. That in joint co-operation with the Government the Company shall ensure that no fishing or any extractive use shall be permitted in the area so declared.
5. That notwithstanding the provisions of paragraph 4 above, non-consumptive activities such as SCUBA diving, snorkelling, underwater photography and glass-bottom boat trips may be permitted if under the auspices of the Company.
6. The Company shall be assisted by an Advisory Committee to be formed by representatives of the Fisheries Department, the Forestry Department, Department of Environment, the Institute of Marine Science of the University of Dar-es-Salaam and representatives of District and village Governments in the area. CHICOP will initiate Advisory Committee meetings twice per annum and shall have power of invite to any Government Institution if needed.
7. The company will continue to monitor the state of the reef and associated marine environment with the co-operation of the Institute of Marine Sciences and the Department of Fisheries and Marine Resources. Such monitoring shall occur at periods of not more than 12 months and a report shall be submitted annually to the Director of the Department of Fisheries and Marine Resources.
8. The management plan, approved by the Advisory Committee, will be adhered to and updated if necessary, which shall ensure that the Company is managing, controlling and preserving the Chumbe Reef Sanctuary in a manner befitting a Marine Sanctuary.
9. The Company shall, as far as practicable, employ local people from the Western part of the Western District in both skilled and unskilled labour.
10. That as a humanitarian obligation, the Company shall offer all necessary assistance at its disposal to all or any fisherman in distress.
11. While promoting economic activities, the Company shall take all necessary measures to ensure that no pollutants are introduced into the marine ecosystems.
12. In case of signs of environmental stress being noticed in the area covered by the Agreement, the Advisory Committee and the Company

will agree upon measures to be taken to investigate the cause of the problem and thereupon take remedial measures to restore the state of the environment. In case of failure on the part of the Company to carry out the agreed measures without good cause, the Advisory Committee may recommend that the Government terminate this agreement before the time specified in Clause 14 herein below and the Government may, if so desires, terminate this agreement.

- 13.** Notwithstanding the provisions of Clause 12 above, if any part hereto commits a breach of any covenant contained herein, the matter of dispute shall be solved through arbitration. If no agreement is reached thereafter, the dispute shall be referred to the Courts of Law.
- 14.** This Agreement shall remain in force for a period of 10 years and may be renewed for a further period to be agreed by both parties hereto. There shall be a midterm review after 5 years within that 10 year period.
- 15.** The Company should not transfer its management right as per signed agreement to any other agency or party without the consent of the Ministry of Agriculture, Natural Resources, Environment and Cooperatives.
- 16.** This Agreement shall be governed by the Laws of the Revolutionary Government of Zanzibar.

IN WITNESS WHEREOF the parties hereunto have put their hands on the day and year above written.

SIGNED AND SEALED by the Ministry of Agriculture, Natural Resources, Environment and Cooperatives – Zanzibar

RAHMA MSHANGAMA
(PRINCIPAL SECRETARY)

In the presence of :

Name:.....

Signature:

SIGNED AND SEALED by the Chumbe Island Coral Park Company Limited

.....
SIBYLLE RIEDMILLER
(DIRECTOR)

In the presence of:

Name:

Signature:

DRAWN BY:

.....
ATTORNEY GENERAL
(GENERAL'S CHAMBERS, ZANZIBAR)