

**DATED THIS 16TH DAY OF JANUARY 2001**

**AGREEMENT**

**TO MANAGE THE**

**SOUFRIERE MARINE MANAGEMENT AREA**



## **PREAMBLE**

WHEREAS the purpose of this agreement is to establish and guide the management of the Soufriere Marine Management Area (hereinafter referred to as the SMMA), as the appropriate institutional arrangement for the management of marine and coastal resources in the Soufriere region, and as the mechanism to govern the relationship among governmental and non-governmental organisations involved.

AND WHEREAS by way of Cabinet Conclusion No. 1648 of 1999 and Cabinet Conclusion No. 724 (b) of 2000 the Cabinet of Government of St. Lucia has *inter alia* given its approval of this agreement.

AND WHEREAS pursuant to the above Cabinet Conclusions the Parties have agreed to form a company not for profit under the Companies Act of St. Lucia 1996 for the purpose of management of the SMMA the aforesaid company to be known as the Soufriere Marine Management Association Inc. (hereinafter referred to as THE ASSOCIATION).

NOW IT IS HEREBY AGREED THAT:

## **ARTICLE I**

### **PARTIES**

The Parties to this agreement are as follows:

1. The Government of St. Lucia specifically represented by the following Ministries
  - i. Ministry with responsibility for Fisheries;
  - ii. Ministry with responsibility for Planning, Development and the Environment;
  - iii. Ministry with responsibility for Tourism;
2. The Parliamentary representative for Soufriere;
3. The Saint Lucia Air and Sea Ports Authority;
4. The National Conservation Authority;
5. The St. Lucia Dive Association;
6. The St. Lucia Hotel and Tourism Association;
7. The Soufriere Fishermen's Co operative;
8. The Soufriere Regional Development Foundation;
9. The Soufriere Water Taxi Association;

**AND** their successors in title and authority.

## **ARTICLE 2**

### **GUIDING PRINCIPLES**

All Parties to this agreement have developed a shared vision of the future of the marine and coastal environment of Soufriere, which is based on the following elements:

1. the development of people and communities must be based on the rational use of their natural and cultural capital. Soufriere is rich in such capital, which must be developed and enhanced for the benefit of present and future generations;
2. this process of development must be sustainable, and this cannot be achieved unless the use of renewable natural resources is managed with care and resources are allowed to renew themselves. Conservation must therefore be an integral objective and component of all management and development programmes;
3. the benefits derived from the use of the natural and cultural capital must be shared as equitably as possible, and must contribute to addressing the most pressing social and economic problems of society;
4. development and natural resource management must be approached as complementary processes requiring integrated and multi-disciplinary structures and interventions;
5. the process of development must give all citizens an opportunity to participate fully in making and implementing decisions.

## **ARTICLE 3**

### **MANDATE**

In order to realise this vision, the mission of the SMMA is to contribute to national and local development, particularly in the fisheries and tourism sectors, through the management of the coastal zone of Soufriere, based on the principles of sustainable use, cooperation among resource users, institutional collaboration, active and enlightened local participation, and equitable sharing of benefits and responsibilities among stakeholders.

## **ARTICLE 4**

### **OBJECTIVES**

The objectives of SMMA are to:

1. conserve the coastal and marine resource base of Soufriere;
2. enhance the equitable economic, social and cultural benefits generated from the sustainable use of the coastal and marine resources of Soufriere at the local and national levels;
3. manage the conflicts that may occur among uses and users of the coastal and marine resources in Soufriere.

**ARTICLE 5****AREA**

The coastal and marine area under the jurisdiction of THE ASSOCIATION shall be the area set out in Schedule I to this agreement.

**ARTICLE 6****ZONING**

The specific provisions regarding the zoning of activities are summarised in the map in Schedule 2 of this agreement. Five zones have been identified:

1. Marine Reserves: these areas are declared under the provisions of SECTION 22 of the Fisheries Act N° 10 of 1984, for the purpose of protecting the natural resources they contain. No extractive activity is allowed, as per the provisions of the Act, and entry into a Reserve is subject to the approval of the Department of Fisheries. For the purpose of stock replenishment and scientific research, the Department of Fisheries may designate some Reserves as Sanctuaries;
2. Fishing Priority Areas: these areas are declared under the provisions of SECTION 20 of the Fisheries Act N° 10 of 1984, for the purpose of maintaining and sustaining fishing activities, which take priority over any other use of the area;
3. Multiple Use Areas: these are areas where activities are regulated by existing legislation, notably the Fisheries Act N° 10 of 1984, and by the provisions contained in ARTICLE 7 below. Activities that may take place in these areas include fishing, diving, snorkeling and other recreational activities;
4. Recreational Areas: these are terrestrial (beaches) and marine (swimming and snorkeling) areas which are reserved for public access and recreation;
5. Yacht Mooring Sites: specific areas are designated to facilitate pleasure boats and yachts and for the protection of the bottom substrate.

**ARTICLE 7****REGULATIONS FOR RESOURCE USE**

The following conditions of resource use will apply in all areas, except where the designation imposes additional or different restrictions:

1. Fishing: appropriate fishing techniques must be used, in accordance with the Fisheries Act and its Regulations, and in accordance with any other conditions set by the Department of Fisheries or by the Soufriere Marine Management Association within the normal decision-making framework of the Association.
2. Diving: diving must be carried out in accordance with relevant Regulations established under the Fisheries Act, and in compliance with the policies and guidelines of the St. Lucia Dive Association.

In addition, divers must make every effort to report infractions, and dive operators are required to submit statistical data on their operations within the SMMA. All commercial SCUBA and hookah dives must be carried out exclusively under the supervision of a licensed dive leader. All commercial snorkeling tours must be carried out under the supervision of a licensed guide.

3. Yachting: anchoring is not allowed in the Area, and moorings must imperatively be used, except under special authorisation from the Soufriere Marine Management Association.
4. Other water-based activities: the conditions under which other water-based activities may take place within the Area may be regulated and controlled by the Association. These will cover, *inter alia*, the type of craft and the maximum speeds authorised, the use of beaches for landing pleasure craft, and other measures aimed at protecting the safety of users.

## **ARTICLE 8**

### **INSTITUTIONAL AND LEGAL ARRANGEMENTS**

The institutional and legal arrangements for the management of the SMMA are governed by the following:

1. all Parties shall retain individual management authority for areas and sectors under their jurisdiction;
2. the legal framework for the establishment and management of the SMMA is the Fisheries Act, and the ultimate authority rests with the Minister of Agriculture, Forestry and Fisheries, pursuant to the powers conferred to the Minister under the said Act;
3. the Soufriere Bay has been established as a Port of Call for pleasure yachts and as a Yacht Mooring Area under the Customs (Control and Management) Act No. 23 of 1990;
4. the Soufriere Bay has been established as a Sea Port under section 2 of the St. Lucia Air and Sea Ports Authority (Amendment) Act No. 17 of 1985;
5. employees of THE ASSOCIATION are made authorised officers under section 26 of the Fisheries Act, and, as such, are empowered to enforce the provisions of both the Fisheries Act and the by-laws of THE ASSOCIATION;
6. a Stakeholder Committee has been established by THE ASSOCIATION, under the following terms of reference -
  - i. it includes a broad membership to ensure representation of stakeholders,
  - ii. the Convener of the Stakeholder Committee is the President of THE ASSOCIATION,
  - iii. the Stakeholder Committee meets at least once per quarter,
  - iv. all major proposals for management and development produced or being considered by management agencies of THE ASSOCIATION, and related to the SMMA, must be presented to the Stakeholder Committee for advice,
  - v. issues raised by the Stakeholder Committee are to be considered by the directors of THE ASSOCIATION.

## ARTICLE 9

### PROGRAMMES

The objectives of the SMMA shall be achieved through a number of complementary programmes, which are briefly summarised here, and which will be elaborated upon further as part of the normal programming process of THE ASSOCIATION and its participating institutions.

#### **9.1. Education, public awareness and communication**

The objectives of this programme are:

- i. to improve the quality and effectiveness of the management decisions made by THE ASSOCIATION;
- ii. to mobilise human, technical and financial resources to assist with the implementation of all management programmes;
- iii. to establish the credibility of THE ASSOCIATION and to build support for its objectives and activities among the communities in Soufriere and at the national level;
- iv. to increase understanding of the ecological, social and economic importance of the marine environment;
- v. to promote compliance with rules and regulations by commercial and recreational users.

Areas of activity include but are not limited to:

1. dissemination of information to all user groups and the general public;
2. training of teachers, trainers and media personnel;
3. design and conduct of educational programmes;
4. preparation, publication and dissemination of materials for all relevant target audiences;
5. organisation of fora for discussion and dialogue within and among sectors, at the local and national levels, on issues relevant to the development of Soufriere.

Responsibility for the design and implementation of this programme rests primarily with THE ASSOCIATION, working in partnership with the Ministries of Education and Community Development, media houses and other relevant and interested parties.

#### **9.2. Social and economic development**

The objectives of this programme are:

- i. to derive equitable social and economic benefits from the sustainable use of the natural and cultural resources of the SMMA;
- ii. to encourage, to the maximum extent possible, the equitable distribution of these benefits among the various sectors of the community, with particular attention being paid to the needs of the poor and disadvantaged sectors of society;
- iii. to contribute to the development and strengthening of the institutions involved in the development of the Soufriere region, particularly those at the community level;

- iv. to enhance social cohesion.

Areas of activity include but are not limited to:

1. facilitation of access to credit and technical assistance in relevant sectors;
2. provision of training and extension services in relevant sectors;
3. provision of assistance in organising production and marketing arrangements for local goods and services, whenever desirable and possible;
4. consultation with THE ASSOCIATION, by relevant agencies and authorities, on all major development initiatives that have an impact on the SMMA;
5. provision of facilitation and institutional development support to community groups and organisations;
6. organisation of appropriate social events and activities aimed at building cooperation and understanding within the community.

Responsibility for the design and implementation of this programme rests primarily with THE ASSOCIATION, working in partnership with all relevant public agencies, non-governmental development agencies and other interested Parties.

### **9.3. Infrastructure**

The objective of this programme is to equip THE ASSOCIATION with the infrastructure it needs for the implementation of all its activities and the realisation of its mission.

Facilities to be acquired include but are not limited to:

- i. interpretation facilities;
- ii. jetties and landing facilities;
- iii. information and orientation signs;
- iv. recreational facilities;
- v. facilities required in support of commercial activities

### **9.4. Financing and revenue generation**

The objectives of this programme are:

- i. to provide funding for the management and development of the SMMA and for the operation of THE ASSOCIATION;
- ii. to ensure the effectiveness and financial sustainability of all other management programmes;
- iii. to secure the flexibility and self-sufficiency of the SMMA.

The main instruments of implementation of this programme are:

1. the collection of fees for all commercial uses, at rates and under conditions to be set by THE ASSOCIATION;
2. the payment for services provided in support of research activities. Such requirements may be waived by THE ASSOCIATION, particularly when the research contributes directly to the management of the SMMA;
3. the sale of items consistent with the image and objectives of the SMMA;
4. the granting of concessions for the use of facilities owned or managed by THE ASSOCIATION;
5. the receipts of grants and donations from individuals and organisations who subscribe to the mission and objectives of THE ASSOCIATION and are able to contribute to its activities;
6. the receipt of subventions from the Government of St. Lucia;
7. the provision of technical services to other organisations in the areas of competence of the staff of THE ASSOCIATION and the Parties to this agreement.

The management of all income and expenditure is the responsibility of THE ASSOCIATION, under the control of the Ministry with responsibility for Fisheries with the conduct of annual audits and the distribution of their results to all stakeholders, and with the preparation and use of annual budgets specifying revenue generation targets and projected expenditures.

#### **9.5. Research and monitoring**

The objectives of this programme are:

- i. to provide the scientific basis for the formulation and implementation of all programmes related to the management of the use of the natural resources and the development of socio-economic activities in the SMMA;
- ii. to evaluate the effectiveness of specific management decisions, and to allow management agencies to adapt, modify or strengthen management measures accordingly;
- iii. to develop methods, approaches and tools for participatory planning and management, for use by THE ASSOCIATION and other institutions;
- iv. to provide a field terrain for the development of new knowledge about marine and coastal resources, institutional development, sustainable resource uses and other aspects which can be tested within the SMMA.

Research activities must be carried out in accordance with the provisions of the Fisheries Act, and under the guidance of THE ASSOCIATION, which shall be provided with results and other products as appropriate.

Areas of activity include but are not limited to:

1. formulation and coordination of an overall plan and programme for research and monitoring;



2. monitoring of the status of resources, and of the economic, social and cultural impacts of management;
3. coordination of the activities of external researchers;
4. dissemination of information to all stakeholders to make them aware of the research being carried out within the SMMA;
5. distribution of results of research and monitoring activities in the appropriate form, to relevant stakeholders;
6. provision of support to research activities.

Responsibility for the design and implementation of this programme rests primarily with THE ASSOCIATION, through a Scientific Committee established for the purpose of assisting and advising it in this task.

## **ARTICLE 10**

### **REPORTING AND REVIEW**

The following programming, reporting, evaluation and review procedures apply to the implementation of this agreement:

1. the implementation of the various programmes is guided by annual work plans and budgets which are prepared by THE ASSOCIATION, submitted to the Stakeholder Committee for review, and approved by the directors of THE ASSOCIATION;
2. changes to this agreement (including its zoning provisions) can only be made through the following procedure:
  - i. formulation of a specific concern, request or need by at least one of the stakeholders or stakeholder groups;
  - ii. research of the issue, its causes and the management options by the staff of THE ASSOCIATION and participating agencies as appropriate;
  - iii. examination of the issue and review of the various options by the Stakeholder Committee;
  - iv. formulation of a recommendation from the Stakeholder Committee, for consideration and decision by the directors of THE ASSOCIATION;
  - v. finalisation of the decision by resolution of the directors of THE ASSOCIATION, and, if applicable, formulation of an amendment to the agreement;
  - vi. in the event that the modification of the agreement requires an amendment to the by-laws of THE ASSOCIATION the entry into force of the amendment will be subject to its approval by the Minister with responsibility for Fisheries;

- vii. proceedings in relation to the above must be shared with the Stakeholder Committee as soon as reasonably possible, to ensure that all Parties are aware of the work of management and of the issues addressed by THE ASSOCIATION.
3. a formal review of this agreement and its implementation shall be carried out once every two years from the date of signing of this agreement, and a report shall be presented to the Minister with responsibility for Fisheries.

## **ARTICLE 11**

### **ARBITRATION AND JURISDICTION**

This agreement is subject to the Arbitration Ordinance Chapter 14 of the Laws of St. Lucia Revised (1957), as amended, and shall be construed according to the laws of St. Lucia.

## **ARTICLE 12**

### **WITHDRAWAL**

Any Party to this Agreement may withdraw upon giving six months notice in writing to every other Party to this Agreement and this shall become effective upon the expiration of the notice period. The Party giving notice shall however, be bound to fulfill its obligations under this Agreement until the expiration of the notice period aforesaid.

## **ARTICLE 13**

### **TERMINATION**

This Agreement shall be terminated upon withdrawal of a majority of the Parties to this Agreement pursuant to the procedure for withdrawal as per Article 12 above.

## **SCHEDULE 1**

[map to be inserted pursuant to ARTICLE 5]

## **SCHEDULE 2**

[map to be inserted pursuant to ARTICLE 6]

  
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**PERMANENT SECRETARY**  
**Ministry of Agriculture, Forestry and Fisheries**

  
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**PERMANENT SECRETARY**  
**Ministry of Planning, Development,**  
**Environment and Housing**

  
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**PERMANENT SECRETARY**  
**Ministry of Tourism and Civil Aviation**

  
.....  
**PARLIAMENTARY REPRESENTATIVE**  
**Soufriere**

  
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**GENERAL MANAGER**  
**Saint Lucia Air and Sea Ports Authority**

  
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**CHAIRMAN**  
**National Conservation Authority**

  
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**CHAIRMAN**  
**St. Lucia Dive Association**

  
.....  
**EXECUTIVE VICE PRESIDENT**  
**St. Lucia Hotel and Tourism Association**

  
.....  
**PRESIDENT**  
**Soufriere Fishermen's Cooperative**

  
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**EXECUTIVE DIRECTOR**  
**Soufriere Regional Development Foundation**

  
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**PRESIDENT**  
**Soufriere Water Taxi Association**