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**Third Negotiated Draft of the Protocol on Integrated Coastal Zone Management (ICZM) Protocol  
and the meeting report of the Third negotiation meeting on the ICZM Protocol held on 21-24  
November 2016 in Zanzibar, Tanzania.**

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**The Third Negotiations Meeting  
on the Text of the Integrated Coastal Zone Management (ICZM) Protocol  
of the Nairobi Convention for the Protection, Management and Development of  
the Marine and Coastal Environment of the Western Indian Ocean**

*Zanzibar, Tanzania, 21-24 November, 2016.*

**Third Negotiated Draft**

**Protocol on Integrated Coastal Zone Management In Western Indian  
Ocean Region**

**Zanzibar Tanzania, 21 – 24 November, 2016**

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***Third Negotiated Draft on Integrated Coastal Zone Management Protocol to the Nairobi Convention.***

***Summary***

The *Integrated Coastal Zone Management (ICZM) Protocol to the Amended Nairobi Convention* is being developed pursuant to decision CP6/3.3 of the Sixth Conference of Parties of the Nairobi Convention (COP6) to strengthen the legal framework of the Nairobi Convention for a more effective management of marine and coastal ecosystems across sectors and national boundaries to achieve sustainable development.

Pursuant to the decision the Nairobi Convention in partnership with the Indian Ocean Commission organised seven intergovernmental meetings of the Ad hoc Legal and Technical Working Group on ICZM to develop the protocol that will provide a framework for addressing a number of threats to marine and coastal environment. The threats include anthropogenic pressures such as growing intensity of human settlements and unsustainable socioeconomic activities; natural disasters and climate change; and lack of adequate coordination of various sectors that have contributed to the haphazard coastal development, habitat degradation and a decline in ecosystem services in the WIO region.

At their seventh meeting (LTWG7) held in Maputo, Mozambique on 6 to 8 August 2012, the *Ad hoc* Legal and Technical Working Group on ICZM concluded the drafting of the protocol and prepared the *Seventh Draft ICZM Protocol to the Amended Nairobi Convention*. The experts recommended the draft text for consideration by the Contracting Parties to the Nairobi Convention during the Seventh Conference of Parties to the Nairobi Convention (COP7) for a decision on the next steps that will include negotiations, and adoption of the text negotiated text by a Conference of plenipotentiaries.

The LTWG7 also considered and approved *Draft Guidelines for Drafters and Negotiators of the Protocol on ICZM to the Nairobi Convention*. The purpose of the guidelines is to assist drafters and negotiators to have common conceptual and textual understanding of the various issues covered in the proposed protocol. It is envisaged that the guidelines will support the remaining phases of consultation, drafting and negotiation of the Protocol. The draft guidelines are presented to the COP7 for noting.

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For reasons of economy, this document is printed in a limited number. Delegates are kindly requested to bring their copies to meetings and not to request additional copies.

## Title: **PROTOCOL ON INTEGRATED COASTAL ZONE MANAGEMENT IN WESTERN INDIAN OCEAN REGION**

### **PREAMBLE**

The Contracting Parties to this Protocol,

Being Parties to the 2010 Amended Nairobi Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Western Indian Ocean (“the Amended Nairobi Convention”);

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Bis: [Recalling the 1982 United Nations Convention on the Law of the Sea]. (MAD to provide text)

**Recognising that the 1982 United Nations Convention on the Law of the Sea sets out the legal framework within which all activities in the oceans and seas must be carried out, and is of strategic importance as the basis for national, regional, and global action in the marine sector, as recognised in Chapter 17 of Agenda 21 of the 1992 United Nations Conference on Environment and Development; (Agreed on 24 Nov 16)**

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Conscious of the socio-economic value and the services rendered by healthy coastal and marine ecosystems;

Considering that the coastal zones constitute important components of the natural and cultural heritage of the Western Indian Ocean Region;

Recalling the positive developments in ICZM in the region over the years, including the 1993 Arusha Declaration and subsequent processes, the development and implementation of ICZM projects and the gradual establishment and strengthening of ICZM policies, institutional frameworks and legal instruments;

Recognising the principles upon which ICZM is founded, including equity, justice, good governance, right to information, right of access to coastal and associated marine resources, regional cooperation particularly for transboundary issues, polluter-pays principle, precautionary principle, ecosystem based management; and the preservation of biodiversity;

Concerned about the threats arising from increased pressures on the fragile coastal and marine areas of the Western Indian Ocean Region, resulting from biodiversity loss, pollution of coastal and associated marine areas, degradation due to growing intensity of human settlement and unsustainable socio-economic activities, risks threatening coastal zones due to natural disasters and climate change including special vulnerability to sea level rise of low lying coastal areas and Small Island States;

Concerned also about the inadequate coordination or integration of various sector activities, programmes and plans affecting the coastal and associated marine areas in the Western Indian Ocean Region; **(Agreed)**

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[Concerned further about the inadequate monitoring and enforcement systems within the Western Indian Ocean region. (SEY, SA)]

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Alt. [Concerned further about the inadequate sharing of information, enforcement, monitoring and evaluation systems, and [research] (TAN) baseline data (MADA) within the Western Indian Ocean region. (SEY, SA, MADA, KEN)]

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[Mindful of the environmental and social (TAN) impacts of [socio-economic] developments such as [oil and gas] (KEN del) bioprospecting (KEN), biofuel, waterfront development (TAN), as well as other extractive industries on the coastal zone. (KEN)]

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(emerging/current/contemporary issues to be considered: climate change, aquaculture, unsustainable fisheries, rights, acidification, sea level rise etc.)

Committed to meet the needs for better governance, integration, coordination and management of various sector activities, programmes and plans, by ensuring the sustainable development of coastal and associated marine areas and conservation of biodiversity and ecosystem services through the implementation of integrated coastal zone management taking into consideration issues of climate change;

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Emphasising the importance to develop and strengthen legal, institutional, financial and technical capacities to enhance implementation of the Protocol, and benefit from sustainable development of coastal resources. (Agreed on 24 Nov 16)

~~Determined to develop and strengthen the existing legal, institutional, administrative and technical capacities of the Contracting Parties for improved and sustained ICZM implementation; mobilize and drive financial resources for the implementation of ICZM standards and frameworks; and to fill gaps in the existing Nairobi Convention framework concerning ICZM;~~

Aware of other existing international legal and policy commitments for the realization of ICZM, ~~[including the 1982 United Nations Convention on the Law of the Sea, in particular Part XII thereof; the 1992 Convention on Biological Diversity and especially its Marine and Coastal Programme; the 1992 United Nations Framework Convention on Climate Change; the 1972 London Dumping Convention; the 1971 Ramsar Convention and its amendments; the 1972 Cultural Heritage Convention; the 1994 United Nations Convention to Combat Desertification; the various Conventions of the International Maritime Organisation; the 1992 Agenda 21; the 2012 Rio+20 "The Future We Want"; and the [1994 Barbados Programme of Action for the Sustainable Development of Small Island States] (MAU del) Samoa Pathway (MAU), and the 2005 Mauritius Strategy; the Action Plan for Islands Biodiversity, among others;]~~ (SA del or keep only most relevant/most current)(MOZ, KEN del or include all in Annex) (SOM, TAN keep)

Alt. [Aware of existing legally binding and voluntary global and regional instruments relevant to integrated coastal zone management.] (MADA, MAU, SEY, TAN, KEN, COM, SOM, MOZ) (SA reserve)

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Determined to implement the Amended Nairobi Convention, in particular Article 4(1) and (2) thereof, as well as its related Protocols;

Have agreed as follows:

## PART I: GENERAL PROVISIONS

### ARTICLE 1

#### (Definitions)

For the purposes of this Protocol,

“Integrated coastal zone management” is a dynamic and participatory process that involves all relevant stakeholders aimed at planning, managing, conserving and protecting coastal and marine ecosystems and resources; taking into account their fragility and sensitivity, [ecological] interactions, the nature of uses as well as their impacts with a view to ensuring sustainable development. (Agreed on 24 Nov 16).

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~~Alternative texts, “Integrated coastal zone management is a continuous and dynamic process that unites government and the community, science and management, sectoral and public interests in preparing and implementing an integrated plan for the protection and development of coastal ecosystems and resources.” (MOZ, SOM, TAN, KEN);~~

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~~“Integrated coastal zone management” is a dynamic process for the sustainable management and use of coastal zones, taking into account at the same time the fragility of coastal ecosystems and landscapes, the diversity of activities and uses, their interactions, the maritime orientation of certain activities and uses and their impact on both the marine and land parts; (COM, FRA, MADA);~~

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~~Integrated coastal zone management means a dynamic process of governance that unites science, management and participatory stakeholders’ involvement in ensuring sustainable development while mitigating adverse impacts on the coastal and marine ecosystems through the integration of environment and socio-economic activities; (MAU, SEY);~~

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“Coastal Zone” means the geomorphological area on either side of the shoreline in which the interaction between the marine and terrestrial systems occur and includes areas under national jurisdiction of each Contracting Party, pursuant to Article 2 of this Protocol. (Agreed on 24 Nov 16).

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~~“Coastal zone” means the geomorphologic area where the land meets the sea including the seaward and landward areas made up of biotic and abiotic~~

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~~components coexisting and interacting with each other and with human communities and socio-economic activities;~~

~~or~~

~~“Coastal zone” means the geomorphologic area where the land interacts with the sea comprising of terrestrial and marine areas made up of biotic and abiotic components and systems coexisting and interacting with each other and with socio-economic activities including coastal watersheds, coastal plains, wetlands, beaches and dunes, mangrove and littoral forests, deltas, lagoons, estuaries, reefs and other geomorphologic areas and ecosystems;~~

~~or~~

~~“Coastal zone” is the geomorphologic area on either side of the seashore in which the interaction between the marine and land parts occurs in the form of complex ecological and resource systems made up of biotic and abiotic components coexisting and interacting with human communities and relevant socio-economic activities;~~

“Coastal resources” means all living and non-living resources which have environmental and socio-economic value forming the integrated terrestrial and marine ecosystems and their services. (Agreed on 24 Nov 16).

“Contracting Party” means any state or regional economic, political or other organization, of which at least one member is a coastal state of the Western Indian Ocean Region and which exercises competence in the fields covered by this Protocol, and that has become a party to this Protocol; (Agreed on 24 Nov 16).

“Convention” means the Amended Nairobi Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Western Indian Ocean Region; (Agreed on 24 Nov 16).

“National Focal Point” means the National Focal Point referred to under Article 22 of this Protocol; (Agreed on 24 Nov 16).

“Organization” means the body designated as responsible for carrying out secretariat functions pursuant to Article 16 of the Convention and Article 20 of this Protocol; (Agreed on 24 Nov 16).

[“Region” means Western Indian Ocean region.]

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Deleted: “Protocol” means the Protocol on Integrated Coastal Zone Management in Western Indian Ocean Region, and, unless the context refers to the contrary, such as other protocols to the Amended Nairobi Convention;¶  
“Secretariat” means the Secretariat of the Convention;¶

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## ARTICLE 2

### Geographical Coverage ~~of the Protocol [Area]~~ (Agreed on 24 Nov 16)

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~~[1<sup>st</sup> negotiation meeting: KEN, MAU and SEY proposed to use the words "Protocol Area" and SA, MOZ, TZ and MADA proposed to use the words "Geographical Coverage"]~~

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1. The geographical coverage of the Protocol shall be:
  - (a) the landward limit of the coastal zone as defined by each Contracting Party; and
  - (b) the seaward limit of the coastal zone extending to the outer limits of the exclusive economic zone and continental shelf as recognized by international law.

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2. Notwithstanding paragraph 1 (b), a Contracting Party may define its seaward limit to an extent that is less than the outer limit of its exclusive economic zone.
3. Each Contracting Party shall notify the other Contracting Parties through the Organisation of the extent of the land and sea ward limits.

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### Alternative Text for Paragraph 2 and 3

~~2. (a) Each Contracting Party shall notify the other Contracting Parties through the Organisation of the extent of the land limit;~~

~~[(b) If, within the limits of its sovereignty, a Party establishes a seaward limit that is less than the external limit of the exclusive economic zone, it shall communicate a declaration to the Depositary at the time of the deposit of its instrument of ratification, acceptance, approval of, or accession to this Protocol, or at any other subsequent time.] (MADA, KEN, TAN del)~~

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### ARTICLE 3

#### Purpose of the Protocol ~~(Agreed on 24 Nov 16)~~

~~The purpose of this Protocol is to provide a [legal] (MADA, KEN) (TAN del) framework for regional and national integrated coastal zone management for sustainable development within the [geographical coverage of the Protocol] (SA del) (SEY, KEN, TAN keep) Western Indian Ocean region (SA). *Alt.* The purpose of this Protocol is to provide a framework for promoting regional [cooperation] (MAU move) and national (MAU) [on] (MAU del) integrated coastal zone management for sustainable development in the Western Indian Ocean region within the geographical coverage of the Protocol. (MADA)~~

The purpose of this Protocol is to provide a framework for promoting regional and national integrated coastal zone management, as well as enhance cooperation, for sustainable development in the Region within the geographical coverage .

### ARTICLE 4 ~~(AGREED ON 21.03.16)~~

#### Preservation of Rights

1. Nothing in this Protocol shall affect; a) the sovereignty, sovereign rights and jurisdiction of the coastal state in areas under its national jurisdiction; b) the rights and obligations of other states in areas under the national jurisdiction of the coastal state.
2. Nothing in this Protocol or the Convention shall affect the immunity of warships and other government ships operated for non- commercial purposes. Each Contracting Party shall ensure that its vessels and aircraft entitled to sovereign immunity under international law including the 1982 United Nations Convention on the Law of the Sea, act in a manner consistent with the Protocol.
3. The provisions of this Protocol shall be without prejudice to stricter provisions respecting the protection and management of the coastal zone contained in existing or future national or international instruments or programmes
4. Nothing in this Protocol nor any act adopted on the basis of this Protocol shall prejudice the rights, the present and future claims or legal views of any Party relating to the Law of the Sea, in particular the nature and the extent of marine areas, the delimitation of marine areas between States with opposite or adjacent coasts, the right and modalities of passage through straits used for international navigation and the right of innocent passage in territorial seas, as well as the nature and extent of the jurisdiction of the coastal State, the flag State or the port State.

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5. No act or activity undertaken on the basis of this Protocol shall constitute grounds for claiming, contending or disputing any claim to national sovereignty or jurisdiction
6. Nothing in this Protocol shall prejudice national security and defence activities and facilities; however, each Party agrees that such activities and facilities should be operated or established, so far as is reasonable and practicable, in a manner consistent with this Protocol.

**Article 4 bis**

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If coastal border disputes will arise between two Contracting Parties, the dispute shall be settled through amicable negotiations. (SOM)

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**ARTICLE 5 (AGREED ON 21.03.2016)**

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**General Obligations**

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1. The Contracting Parties shall individually or jointly take appropriate measures in conformity with international law and in accordance with the Convention and this Protocol, to ensure implementation of integrated coastal zone management in the Region.
2. The Contracting Parties shall take all appropriate measures in conformity with international law for proper and effective discharge of their obligations under the Convention and this Protocol and may, to this end, endeavour to harmonise their programmes, policies, laws and other regulatory frameworks.
3. The Contracting Parties, may co-operate with competent and relevant international, regional and sub-regional and national organizations, to promote effective implementation of this Protocol.
4. The Contracting Parties shall, as soon as possible after entry into force of this Protocol, develop and adopt procedures and mechanisms needed at the national level to facilitate compliance and enforcement of the Protocol. *(agreed to move this para. to Article 22 bis)*
5. Each Contracting Party shall take all appropriate measures, consistent with its capabilities and relevant international obligations to comply with and enforce this Protocol at the national level, including by enacting relevant domestic legislation and establishing or strengthening institutions.

**ARTICLE 6**

**Objectives of ICZM**

The objectives of integrated coastal zone management are to:

- a) promote sustainable use and equitable benefit sharing of coastal and marine resources; **(AGREED)**
- b) conserve the ecological integrity and value of coastal and marine ecosystems and their valuable ecosystem services; **(AGREED)**
- c) provide for monitoring, preparedness, reduction, mitigation and adaptation, reduction, and monitoring of the effects of natural risks, especially those associated with climate change, as well as anthropogenic hazards, especially those caused by pollution; **(AGREED)**
- d) promote the development and implementation of regional and national integrated coastal zone management frameworks; **(AGREED)**
- e) encourage involvement of all stakeholders to participate in planning and implementation of ICZM; **(AGREED)**
- f) prevent avoid , mitigate and, as necessary, compensate harmful effects of anthropogenic activities on the coastal environment. **(NOT AGREED)**
- g) Address the emerging development activities on the coastal zone, including [offshore] oil and gas operations. **(NOT AGREED)**

**ARTICLE 7 (AGREED ON 21.03.2016)**

**Principles of ICZM**

1. In implementing this Protocol the Contracting Parties shall be guided by the international principles of sustainable development.
2. In addition to the general international principles of sustainable development, the Contracting Parties shall be guided by the following ICZM principles
  - a) adoption of a broad holistic approach;
  - b) integration and coordination of management efforts across all sectors and operational levels; (agreed on)
  - c) use of a combination of instruments;
  - d) consideration for local specificities and peculiarities;
  - e) equitable access to the coastal zone and the opportunities and benefits of coastal resources and services;
  - f) use of adaptive management;
  - g) use of participatory approaches;
  - h) environmental stewardship of coastal zone resources;
  - i) application of ecosystem based management to the coastal zone;
  - j) good governance allowing adequate and timely participation in transparent decision making processes involving all relevant Government and other public line agencies, private sector and civil society stakeholders; and,
  - k) cross sectoral institutional coordination of the administrative services, and national, regional and local authorities in the coastal zone.

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**PART II: ICZM Frameworks and Instruments**

**ARTICLE 8**

**ICZM Frameworks (AGREED ON 21.03.2016)**

1. Each Contracting Party shall establish or strengthen a national, and where appropriate, sub-national, ICZM frameworks to guide implementation of the Protocol, in particular: (Agreed)

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- (a) strengthen or formulate a national strategy which includes, among others, the identification of priorities, the determination of measures to be taken as well as the legal, institutional and financial requirements;
  - (b) make the ICZM frameworks readily available to local authorities, stakeholders and the general public, and ensure sensitisation and awareness of its existence and relevance.
2. Each Contracting Party shall create or strengthen inter and intra-sectoral institutional coordination mechanisms, **including ICZM committees**, to ensure effective implementation of national ICZM frameworks at local, national and regional levels taking into account the interdependence of coastal and marine ecosystems;
  3. Each Contracting Party shall ensure that its ICZM frameworks are regularly updated.
  4. The Contracting Parties shall, as soon as possible upon entry into force of this Protocol, establish indicators **provided for in Annex XXX to this Protocol, (SEY)** to monitor the implementation of their national ICZM frameworks.

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## ARTICLE 9

### Tools and Instruments for Implementation of ICZM

Each Contracting Party shall adopt such [legal, institutional, administrative and planning instruments] as contained/provided for in Annex XXX to implement ICZM.

## ARTICLE 10

### [Coastal setback line[s]]

1. Each Contracting Party shall establish, **in accordance with national laws and regulations, (MADA)** [a] coastal setback line [or lines], where developments and other human activities are regulated.
2. Each Contracting Party shall determine their own setback lines taking into account the:
  - (a) vulnerability of the coastal zones to natural risks and climate change impacts;
  - (b) need to protect coastal ecosystems, habitats and species;
  - (c) geographical constraints of specific territories, such as small islands;

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- (d) need to protect coastal infrastructure and other existing developments, private property, and public safety;
- (e) need to secure public access to the coastal zone;
- (f) need to preserve the aesthetic value of the coastal zones; and,
- (g) need for proximity to the sea of certain developments which are dependent on water.

#### **ARTICLE 11 (AGREED ON 21.03.2016)**

##### **Economic and Financial Instruments**

1. The Contracting Parties shall, wherever appropriate, take measures to put in place market-based policy instruments as taxes, subsidies, tradable permits, deposit refund systems to support local, national and regional efforts for sustainable coastal management.
2. The Contracting Parties shall eliminate, phase out or review economic and financial incentives such as taxes and subsidies that are harmful to sustainable coastal development.

#### **ARTICLE 12 (AGREED ON 21.03.2016)**

##### **Information sharing, participation and access to justice**

1. Each Contracting Party shall:-
  - (a) enhance, facilitate and promote within the framework of national legislation, public access to relevant information concerning ICZM in the Region;
  - (b) encourage the participation of public, private and civil society in planning, implementation, and monitoring processes of ICZM;
  - (c) provide access to judicial and administrative proceedings, as appropriate, including redress and remedy, for members of the public who are aggrieved by failure to allow them access to information or participate in the processes provided for under paragraphs (a) and (b) above.
  - (d) contribute to the sharing of information, experiences, lessons learnt and best practices for the successful implementation of this Protocol.

#### **Article 13**

### Awareness, education, and capacity building

1. Each Contracting Party shall develop and implement ICZM awareness, education and training programmes at all levels of society
2. The Contracting Parties shall organise directly, multilaterally or with the assistance of the Organisation, educational programmes, training and public education on integrated coastal zone management.
3. Each Contracting Party shall ensure that capacity for implementing ICZM is built at the national, [central] and local levels both at institutional and individual levels.

*3 Alt. (Secretariat proposal)* Each Contracting Party shall build institutional and public capacity for implementing ICZM at national and local levels [all appropriate levels].

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#### Article 14:

#### (Monitoring and [Evaluation])

Each Contracting Party shall establish, and where appropriate strengthen or provide for a system of regular monitoring, evaluation, inspection, control and surveillance by its competent national authorities to assess compliance with and enforcement of the provisions of this Protocol.

### PART III: SPECIFIC ICZM ISSUES

#### ARTICLE 15

#### Conservation and Rehabilitation of Coastal Ecosystems

1. Each Contracting Party shall ensure that the conservation and sustainable use of biodiversity is integrated into ICZM policies, strategies, plans and programmes, *(France to provide addition of text referencing fossil and mineral resources)*.
2. Each Contracting Party shall ensure the maintenance or rehabilitation of transboundary and ecological corridors that connect ecosystems to allow for species migration and transportation.
3. Each Contracting Party shall give priority to the restoration or rehabilitation, in so far as practicable, of degraded coastal ecosystems,

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4. The Contracting Parties shall ensure, through legislation, planning and management, the protection of aesthetic, natural, cultural, historical and economic values of coastal landscapes and seascapes.

5. The Contracting Parties shall [may] take into consideration the economic value of ecological services, cost of biodiversity loss and ecosystems degradation prior to undertaking management or development activities on the coastal zone.

## ARTICLE 16

### Climate Change and Variability in the Coastal Zone

1. Each Contracting Party shall systematically integrate climate change adaptation and mitigation measures into all ICZM frameworks. In this regard, the Contracting Parties shall:
  - (a) take into account all climate change-induced risks the coastal zone faces, such as, increase in sea surface temperature, sea level rise, increase in frequency or intensity of extreme weather events, ocean acidification, and their related consequences on ecosystems and coastal populations;
  - (b) ensure that policies contribute to building resilience of coastal and marine ecosystems, economies and populations to climate change and variability; and
  - (c) cooperate with each other to ensure that where there are transboundary dimensions of climate change and variability, collective regional interventions are made.
2. Each Contracting Party shall seek increased consultation and coordination between government sectors and non-state actors competent in coastal and marine and climate issues to allow for the elaboration and implementation of relevant climate change and variability adaptation and mitigation measures and strategies at national and multilateral levels.
3. Each Contracting Party shall develop and reinforce scientific and technical knowledge and include indigenous and traditional knowledge on climate change and variability, its impacts and response strategies, and shall cooperate for this purpose with other Contracting Parties.
4. Each Contracting Party shall ensure that all public decisions and measures related to adaptation to climate change and variability that are implemented (TAN) contribute to sustainable coastal management, and should not increase, directly or indirectly, the pressures on the coastal and marine environment, its resources and services. **[COM: provide alternative text]**

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5. Each Contracting Party shall also ensure that financial instruments and resources related to adaptation to climate change and variability synergize with the implementation of ICZM at national and regional levels.
6. The Contracting Parties may cooperate and collaborate directly with each other, or through the Organization and relevant international, regional and sub-regional organizations, to develop and implement climate change adaptation and mitigation measures.

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## PART IV: REGIONAL COOPERATION IN ICZM

### ARTICLE 17

#### [Disaster Risk Management]

1. The Contracting Parties shall, at regional and national levels, coordinate and collaborate, where appropriate, through the development of coastal disaster risk management procedures and mechanisms for extreme natural phenomena.
2. The Contracting Parties shall, within available resources:
  - (a) promote collaboration regarding risk identification and assessment;
  - (b) share national experiences regarding risk mitigation and reduction;
  - (c) develop operational procedures enabling regional cooperation in disaster responses;
  - (d) establish and maintain early warning systems and adaptive measures in cooperation and collaboration with other states in the Region; and
  - (e) establish committees or other bodies to address disaster management.

### ARTICLE 18

#### Research and Innovation (AGREED ON 21.03.2016)

The Contracting Parties may, within available resources, directly or through competent regional and international organizations:

- a) promote co-operation among all relevant institutions including research institutions on scientific information, technological innovation and exchange of data relating to ICZM,
- b) establish or strengthen regional networks of research centres and institutes dealing with ICZM;
- c) promote exchange of best practices, indigenous and local knowledge on ICZM.

**ARTICLE 19**

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**[Bilateral and Multilateral Cooperation]**

1. The Contracting Parties may cooperate bilaterally or multilaterally, to implement, where necessary, their National ICZM Frameworks in:
  - a) joint management of shared ecosystems and transboundary ICZM programmes and projects
  - b) scientific and technical assistance and exchange of information to promote compliance with and enforcement,
  - c) ~~[management]~~ ~~[monitoring]~~ of resources and ecosystems ~~[beyond national jurisdiction/that might affect the coastal zone]~~.

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**PART V: INSTITUTIONAL AND FINANCIAL ARRANGEMENTS****ARTICLE 20****Secretariat and Coordination Mechanisms**

1. The Contracting Parties designate the Organisation as the secretariat for purposes of this protocol.
2. The Organisation shall be responsible for coordinating the implementation of this Protocol as provided for in article 17 of the Convention.
3. In addition to carrying out the functions as provided for in Article 17 of the Convention, the Organisation shall perform the following secretariat functions:
  - (a) assist in raising funds for the implementation of this Protocol;
  - (b) prepare common formats as directed by the Contracting Parties to be used as a basis for reports and other communication to the Organization;
  - (c) compile and make available to the Contracting Parties and other relevant parties reports and studies which may be required for the implementation of this Protocol or upon request by the Contracting Parties;
  - (d) prepare regular reports which shall include a draft budget for the forthcoming annual, bi-annual or other period as well as an audited revenue and expenditure statement for the preceding annual, bi-annual or other period as may be agreed by the meetings of the Parties;

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- (e) assist Contracting Parties, in co-operation with competent regional and international, inter-governmental and non-governmental organizations, to establish and manage ICZM programmes and activities;

**(f) Assist Contracting Parties, upon request, to facilitate/coordinate in capacity-building needs of contracting parties (MADA)**

- (g) carry out any other functions assigned to it by the Contracting Parties.

(The [Regional ICZM network] (MAU seeks clarity on definition) shall, under the guidance and facilitation of the Organization, promote ICZM and the implementation of the Protocol, and in particular:

- (a) facilitate the sharing of national experiences regarding ICZM;
- (b) identify economic, scientific, technical and other needs of Contracting Parties to improve ICZM at national levels;
- (c) promote national participation in regional and global ICZM initiatives.)

**ARTICLE 21**

**[Financial Arrangements] (FRA reserve)**

1. Each Contracting Party shall, taking into account its capabilities and in accordance with its obligations under article 22 of the Convention, ensure that financial resources are available for the formulation, coordination and implementation of programmes, projects, measures and activities necessary to achieve the objectives of this Protocol.
2. The financial resources may include voluntary contributions for the achievement of specific objectives of this Protocol made by the Contracting Parties, other Governments or government agencies, international organizations, non-governmental organizations, the private sector and individuals.
3. In particular, each Contracting Party shall:
  - (a) promote and facilitate the mobilization of financial resources, including national budgetary allocations, grants and concessional loans from bilateral and multilateral funding sources and mechanisms;
  - (b) commit and raise domestic and external financial resources based on both assessed and voluntary contributions, grants, donations and loans;
  - (c) explore methods and incentives for mobilizing and channelling resources, including those of foundations, non-governmental organizations and other private sector entities.

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4. In addition to the financial contributions by the Contracting Parties provided for under this article, the Organization may, in response to a request from any or all the Contracting Parties or on its own motion, seek additional funds or other forms of assistance for activities related to this Protocol, including voluntary contributions for the achievement of specific objectives of this Protocol made by the Contracting Parties, other governments and government agencies, international organizations, non-governmental organizations, private sector entities and individuals.
5. For funding purposes, each Contracting Party shall endeavour to prioritize national policies, strategies, plans, programmes, measures and activities related to this Protocol.

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**(ARTICLE 22)**

**[National Focal Points] (FRA reserve)**

- ~~1. Each Contracting Party shall designate a national Focal Point to serve as liaison with the Organization on the technical, legal and scientific aspects of the implementation of this Protocol. (delete)~~

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**Each Contracting Party shall designate a national focal point or points consistent with those appointed under the Convention, to liaise with the Organisation on technical, scientific, legal aspects under this Protocol (Agreed on 24 Nov 16)**

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- ~~2. The National Focal Points shall communicate regularly to the Secretariat the name of the institution which have competence regarding the Protocol (MADA), and representatives shall meet periodically (as appropriate) to carry out the functions deriving from this Protocol. (MADA move elsewhere)~~

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**The national focal points shall meet as appropriate to carry out the functions derived from the Protocol as provided for in the Terms of Reference for the focal points of the Convention as contained in Annex xxx (ToR to be included in an annex) (Agreed on 24 Nov 16)**

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**ARTICLE 22b**

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**[National ICZM Committee] (Merged with Art 8)**

- ~~1. Each Contracting Party shall [may] establish and ensure institutional sustainability of a national ICZM Committee or may strengthen existing structures to carry out the functions of the ICZM Committee.~~

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**1<sup>st</sup> Negotiations meeting:**

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~~KEN proposed to use appropriate legal language that refers to the committees and focus on the functions rather than the name of the Article to encompass the divergent names used by different contracting parties;~~

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~~MAU proposed to use the term "Coordinating body".~~

~~KEN proposed that the institution's name must demonstrate its multi-sectoral nature;~~

~~MAU suggested that the setup including the TORs for the committee should be clear;~~

~~COM proposed a national structure' however, it should be the prerogative of the national institution to establish such an institution.~~

~~FRA proposes that the implementation of the protocol is the prerogative of the contracting party~~

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2. The composition of the National ICZM Committee shall be determined by the Contracting Parties and may include public and private sector, civil society and other relevant stakeholders;

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~~2 Bis. The national focal points shall be ex officio members of the Committee (MADA);~~

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3. The functions of the National ICZM Committee [may/shall], *inter alia*, include to:

(a) support and facilitate the implementation of the National ICZM Framework; ~~(Agreed)~~

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(b) ~~[assist in coordination between] (MADA del) (KEN keep) coordinate, [in consultation with the national focal points,] activities of (MADA) the relevant agencies involved in coastal zone management;~~

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(c) promote research, studies and reports on ICZM;

(d) propose ~~measures (MADA) [legal, institutional, administrative and technical measures] (MADA del)~~ to ensure effective ICZM implementation;

(e) assist in establishing networks and partnerships with local authorities and stakeholders;

(f) participate in regional ICZM meetings as determined by the Contracting Party;

(g) monitor and evaluate the implementation of ICZM frameworks; and

(h) support effective and regular information sharing mechanisms among stakeholders.

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¶ Regional ICZM Network

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<#>facilitate the sharing of national experiences regarding ICZM;¶  
<#>identify economic, scientific, technical and other needs of Contracting Parties to improve ICZM at national levels;¶  
<#>promote national participation in regional and global ICZM initiatives.¶)

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<#>to monitor the implementation of the protocol by the contracting parties; and¶

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## ARTICLE 24 (Agreed on 24 Nov 16)

### Meetings of the Parties

1. Ordinary meetings of the Contracting Parties to this Protocol shall be held in conjunction with ordinary meetings of the Contracting Parties to the Convention held pursuant to Article 18 of the Convention.
2. The Contracting Parties to this Protocol may also hold extra-ordinary meetings provided for in Article 18 paragraph (2) of the Convention.
3. It shall be the function of the meetings of the Contracting Parties to this Protocol, in particular to:
  - (a) consider the efficacy of the measures adopted and to examine the need for other measures **in conformity with the Provisions of this Protocol;**
  - (b) **Adopt, review, and amend** annexes in conformity with the provisions of Article 21 of the Convention;
  - (c) consider the recommendations of meetings of National Focal Points established under Article 24 of this Protocol;
  - (d) consider, as appropriate, information transmitted by the Contracting Parties to this Protocol to the Organization under Article 24 of the Convention;
  - (e) perform all other functions or exercise such powers as specified under Article 17 of the Convention as appropriate.

## PART VI: FINAL PROVISIONS

### ARTICLE 25 (Agreed on 24 Nov 16)

#### Relationship with the Convention

1. The provisions of the Convention relating to its Protocols shall apply with respect to this Protocol.
2. The rules of procedure and the financial rules adopted pursuant to Article 21 of the Convention shall apply to this Protocol, unless the Contracting Parties to this Protocol agree otherwise.

### ARTICLE 26

#### Relationships with **Third Parties (Agreed on 24 Nov 16 to move to Article 4)**

1. The provisions of this Protocol shall not affect the right of the Contracting Parties to enact relevant domestic legislation or measures for the better

implementation of this Protocol. **(Agreed on 24 Nov 16 to move to Art 4 – preservation of rights)**

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2. The Contracting Parties may invite non-Contracting Parties to this Protocol, regional and international, inter-governmental and non-governmental organizations to co-operate in the implementation of this Protocol.

3. The Contracting Parties shall adopt appropriate measures, consistent with international law, to ensure that no one engages in any activity which is inconsistent with, contrary or prejudicial, to the objectives, principles or purposes of this Protocol.

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**ARTICLE 27 (Agreed on 24 Nov 16)**

**Signature, Ratification, Accession, Entry into Force**

1. This Protocol shall be open for signature at [.....] from..... to..... by any Contracting Party to the Convention.

2. This Protocol shall be open for accession by any non-Contracting Party to the Convention or organizations contemplated by Article 26 of the Convention, and in accordance with the provisions of Article 28 of the Convention, provided that such acceding State or organization has been duly invited by the Organization upon prior approval by the Contracting Parties.

3. The provisions of the Convention as to ratification, acceptance, approval, amendments, review, depositary, withdrawal and entry into force shall apply *mutatis mutandis* to this Protocol.

**IN WITNESS WHEREOF** the undersigned, being duly authorized by their respective Governments, have signed this Protocol.

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**DONE AT** [.....] this..... day of .....in a single copy of the English and French languages, the two texts being equally authentic.

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Tools and /Instruments for Implementation of ICZM¶

- ¶
- (a) strategic environmental assessments, ¶
- (b) zoning and spatial planning,¶
- (c) sensitivity mapping and vulnerability assessment, ¶
- (d) coastal setback lines,¶
- (e) monitoring and evaluation, repetitive ¶
- (f) ecosystem valuation, replace?????? Economic capital????? (natural capital)¶
- (g) environmental impact assessments, ¶
- (h) environmental auditing, ¶
- (i) coastal strategy, plans and programme, ¶
- (j) marine and coastal protected areas,¶
- (k) contingency planning, and¶
- (l) disaster risk reduction ¶
- (m) geographical information systems. Cartography?

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## ANNEXES

### **Annex 1: Report of the Third Negotiations meeting on the Text of the Protocol on Integrated Coastal Zone Management in the Western Indian Ocean region.**

UNITED  
NATIONS



United Nations  
Environment  
Programme

Distr.: General

28 September 2018



Original: English

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#### **The Third Negotiations Meeting on the Text of the Integrated Coastal Zone Management (ICZM) Protocol of the Nairobi Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Western Indian Ocean**

*Zanzibar, Tanzania 21-24 November 2016*

#### **REPORT OF THE THIRD NEGOTIATION MEETING ON THE TEXT OF THE PROTOCOL ON INTEGRATED COASTAL ZONE MANAGEMENT IN WESTERN INDIAN OCEAN REGION**

##### **I. Introduction**

1. Decision CP7/3 on 'Development of a Protocol on Integrated Coastal Zone Management', the Contracting Parties to the Nairobi Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Western Indian Ocean region (Nairobi Convention) agreed to negotiate a protocol on integrated coastal zone management and present an agreed text for consideration for possible adoption at the next Conference of Parties serving as the Conference of Plenipotentiaries. The Contracting Parties also requested the Secretariat to facilitate meetings on negotiations on the protocol and its Conference of Plenipotentiaries.
2. In accordance with that mandate, the First Negotiations meeting on the text of the Protocol on Integrated Coastal Zone Management in Western Indian Ocean Region was held on 25 and 26 September 2013 in Cape Town, South Africa.
3. In Decision CP8/3: Development of a Protocol on Integrated Coastal Zone Management, the Contracting Parties of the Nairobi Convention requested the Secretariat to review the

current status of the draft Protocol on Integrated Coastal Zone Management in collaboration with Contracting Parties and other partners and facilitate discussions to explore other possible options for the effective management of the marine and coastal environment and report back on the options at or before the next conference of parties.

4. In accordance with that mandate, the Second Negotiations meeting on the text of the first draft of the ICZM Protocol of the Nairobi Convention was held on the 21-22 March 2016 in Mauritius.
5. During the Second Negotiations meeting, articles 4 to 19 of the first draft of the ICZM Protocol were discussed. The articles that were not discussed include 20, 21, 22, 23, 24, 25, 26, and 27 as well the Preamble, Article 1 (Definitions of Terms), Article 2 (Geographical Scope) and Article 3 (The Purpose of the Protocol). There was also the suggestion of the addition of annexes to some articles to provide more details on some articles and to de-congest some articles. The purpose of the Third Negotiation meeting held at the Double Tree by Hilton, Stone Town Zanzibar on the 21-24 November 2016 was to discuss the articles 20 to 27 and the Preamble of the 2<sup>nd</sup> negotiated draft ICZM Protocol. The third meeting was a continuation of the second negotiation meeting.

## **II. Opening of the Meeting**

### **a. Welcome remarks by the Secretariat of the Nairobi Convention**

6. The meeting was called to order at 0900 hrs by the Head of the Secretariat of the Nairobi Convention, Mr. Dixon Waruinge who thanked the Government of Tanzania for hosting the Third Negotiation meeting in Zanzibar. Mr. Waruinge stated that the meeting was organized in collaboration with WWF Madagascar Country Office which had stepped in when the Indian Ocean Commission that was supposed to be co-organizing the meeting had withdrawn from the process due to unavoidable circumstances. Mr. Waruinge thanked WWF for covering the conference costs of all the participants attending the meeting.
7. Mr. Waruinge outlined the objectives of the meeting- the discussions of the articles that were not discussed in during the Second Negotiations meeting in Mauritius and the elaboration of the content and possible structure of the annexes of the ICZM Protocol. He noted that the third negotiation meeting would provide input on how to improve the Annex on Instruments and Tools; and indicators that may be required to monitor implementation of the ICZM. He stated that the expected output of the meeting was a near complete draft of the Protocol, ready for submission to the Ninth Conference of Parties of the Convention in 2017.

### **b. Welcome remarks by the Government of Tanzania**

8. The Focal Point of the Nairobi Convention for Zanzibar, Dr. Aboud Jumbe gave a brief opening statement welcoming the participants to the workshop on behalf of the Government of Tanzania. He iterated the importance that the Government of the United Republic of Tanzania places on Integrated Coastal Zone Management and its linkage to the attainment of sustainable development goals and poverty reduction. He thanked the Nairobi Convention and the various partners for organizing the Third Negotiations meeting.

### **c. Welcome remarks by the Chair of the Bureau Seychelles**

9. The Representative to the Focal Point of the Nairobi Convention for Seychelles, Mr. Pillay welcomed the chair, delegates and experts to the negotiations meeting noting that the

objective of the meeting was to negotiate the 2<sup>nd</sup> draft of the ICZM protocol that was developed in March 2016, to discuss outstanding issues from the last meeting and to provide time for any article that was not covered during the Mauritius meeting.

### **III. Organizational Matters**

#### **a. Election of Officers**

10. As the Third Negotiations meeting was a continuation from the Mauritius meeting, there was no election of officers. The chair of the technical legal expert working group, Ms. Irene Kamunge from Kenya was asked to chair the meeting and lead Contracting Parties in the negotiations. Ms. Kamunge gave opening remarks stating the purpose of the meeting; that is to continue on from where the Mauritius meeting left off. The Chair noted the importance of a regional ICZM Protocol: to provide an integrated approach for managing coastal and marine resources at a regional level, to promote to access and sharing of information at a regional level; to enhance regional monitoring of indicators; to offer a coordinated approach for developing policies for ICZM implementation. The Chair mentioned that the issues to bear in mind while during the negotiations include: information collection, analysis and planning; involvement of stakeholders at all levels; decision making processes to ensure that there are no overlaps; monitoring of activities that affect the coastal zone; and the need for states to cooperate to ensure plans and strategies are coordinated and reviewed periodically.

#### **b. Adoption of the Agenda**

11. The Chair introduced and led the discussion on the adoption of the provisional agenda for the Negotiations meeting. The adoption was proposed by South Africa and seconded by Mozambique.

#### **c. Organization of Work**

12. The Chair proposed that the meeting worked in plenary and established working groups/drafting committees as needed. The Contracting Parties agreed to the working hours for the meeting.

### **IV. Technical Presentations**

#### **a. Negotiators Skills and Etiquette**

13. On behalf of the Secretariat, Robert Wabunoha of UNEP delivered a presentation on negotiators skills and etiquette. The presentation was a refresher on the negotiation and etiquette skills delivered in the second negotiations meeting. The presentation outline focused on tracing where we are coming from, preparing for formal negotiations and setting the stage for outcomes.

#### **b. From Planning tools and Approaches to a legal instrument on ICZM**

14. Mr. Waruinge gave a presentation focusing on the meeting objectives, the mandate for the development of the ICZM Protocol for the Nairobi Convention, and the roadmap for the development ICZM Protocol (from the Arusha declaration to the Eighth Conference of Parties of the Nairobi Convention), the movement from sectoral to integrated planning, the contribution of Integrated Coastal Management to Ecosystem based management,

Integrated Coastal Management and the Sustainable Development Goals. Mr. Waruinge's presentation also gave a breakdown of the status of the negotiation of articles and the work to be done on the annexes.

#### **V. Negotiations of the Articles of the Second Negotiated Text of the ICZM Protocol**

15. The delegates, under guidance of the Chairperson, Legal and Technical Working Group, Ms. Irene Kamunge of Kenya proceeded with further formal negotiation of the draft articles 20-27 of the ICZM Protocol followed by Articles 1, 2, 3 and the Preamble. As a necessary step, the delegates proposed draft clauses in addition to, in amendment of or deletion of some of the existing draft articles. The highlights of these discussions, the decisions made and the rationale for these decisions are highlighted in the sections below.

##### **a. Article 20: Secretariat and Coordination Mechanisms**

16. Madagascar proposed the deletion of Article 20 (1) as redundant text. This is because the ICZM Protocol is not going to be considered in isolation or as a separate instrument, but as a part of the Nairobi Convention and will therefore have the same Secretariat; the Secretariat of the Convention.
17. Tanzania proposed the retention of Article 20 (1) with the addition of text "*the Secretariat as established in Article 16 of the Convention shall serve as the Secretariat of this Protocol*".
18. The expert panelist from WIOMSA, Dr. Julius Francis, pointed out that the term "Organisation" had been defined in the general provisions of the ICZM Protocol so it was not necessary to change the text as suggested by Tanzania. He further advised that it was important to retain Article 20 (1) because the Convention could choose to delegate the function of coordination of the Protocol to other bodies or organisations.
19. Kenya agreed with the proposal from Dr. Francis, noting that the modification proposed by Tanzania amounted to the same thing as the original text. The Contracting Parties agreed to retain Article 20 (1) as is.
20. Madagascar proposed the addition of new a function to 20 (3) as follows: 20 (3) (f) "*Assist Contracting Parties, upon request, to facilitate/coordinate the capacity-building needs of Contracting Parties*". The addition was accepted.
21. Mauritius sought clarity on the definition of the ICZM network which had been moved from Article 23 to Article 20. Mauritius stated that it was important to define the relationship between the ICZM network and the Organisation (that is how the ICZM Committee interacts with the Organisation and if there were overlaps between the functions of the ICZM network and those of the Secretariat). The meeting decided to discuss the issue of ICZM network together with the text on ICZM Committee, but this was not finalised during the negotiation's meeting.
22. The text for article 20 was not agreed on.

##### **a) Article 21: Financial Arrangements:**

23. The Secretariat reported that France were not in attendance at the meeting because they had not received the meeting documentation in good time to allow for their relevant government departments to provide input to guide them in the negotiations. They had nonetheless requested via email, that a reservation be placed on Article 21. Somali sought clarity on whether the Article could be negotiated upon conclusively and a consensus reached in the absence of France and if the placement of the reservation was valid. Robert

Wabunoha explained that as the 3<sup>rd</sup> Negotiations meeting was a continuation of the 2<sup>nd</sup> negotiations meeting, if France had deposited letters of accreditation during the 2<sup>nd</sup> meeting, then these were valid for the 3<sup>rd</sup> negotiation meeting and therefore the placement of the reservation was valid. Further, Contracting Parties are at liberty to place reservations on the document at any point as it is still in draft form.

24. The Contracting Parties noted that as all other Contracting Parties had no objection to the text in Article 21, it was agreed on, subject to the reservation from France. The meeting determined that Article 21 was to be bracketed for further negotiation at the next meeting, when France is available.

#### **b) Article 22: National Focal Points**

##### **National Focal Points**

25. Madagascar queried the necessity for a separate Focal Point for the ICZM Protocol as provided for in Article 22 (1) and proposed that the Focal Points of the Nairobi Convention should be the same Focal Point for all the Protocols of the Nairobi Convention.
26. South Africa noted that it was the prerogative of the Contracting Parties to determine how or whom to appoint as Focal Points for the Convention and each of its Protocols. To propose that the Focal Points for the Protocol should be same Focal Point for the Nairobi Convention would be infringing on the sovereignty of Contracting Parties. Robert Wabunoha explained that it was not always be possible or prudent to have a single Focal Point for the Convention and the Protocols because the Focal Point may or may not have the expertise or competence in the subject matter of the Protocol. South Africa proposed the modification of the text of Sub-Article 1 to “*Each Contracting Party shall designate a national focal point or points consistent with those appointed under the Convention....*” The proposal by South Africa was agreed upon by the Contracting Parties.
27. Comoros proposed the retention of the text “Institutional” Focal Point in 22 (1) as some Contracting Parties refer to Focal Institutions rather than Focal Points. The Contracting Parties agreed that the realities of appointing Focal Points or Focal Institutions varied across the countries and that for all intents and purposes, Focal Points were representatives of Focal Institutions. The Contracting Parties adopted the term “Focal Point” because it has a broader interpretation which encompasses Focal Institution.
28. The Contracting Parties discussed the second part of 22 (1) on the role of the Focal Point. Mauritius proposed the deletion of the text “as well as” and modified the text on the role as follows “*to liaise with the Organisation on technical, scientific, legal aspects under this Protocol*”.
29. The new text for 22 (1)- “*Each Contracting Party shall designate a national focal point or points consistent with those appointed under the Convention, to liaise with the Organisation on technical, scientific, legal aspects under this Protocol*”- was agreed upon by the Contracting Parties.
30. Madagascar proposed the removal of the text “representatives” from 22 (2) “*National Focal Points shall communicate regularly and ~~representatives~~ shall meet periodically (as appropriate) to carry out the functions deriving from this Protocol*”. The deletion was agreed on by the Contracting Parties.
31. Madagascar further proposed that the text should be specific in terms of to whom the Focal Points are communicating to and what they are communicating about (the progress in the activities of the Protocol). However, Tanzania thought that this specification would make

the article too prescriptive to the Contracting Parties and it would also limit the type of communication of the Focal Points and it was retained as is.

32. The expert panelist from Tanzania, Prof. Yunus Mgaya proposed that the text “regularly” and “meet periodically” are deleted as these too were limiting the scope of applicability. The deletions were agreed upon and the text for 22 (2) now reads “*National Focal Points shall communicate regularly and meet as appropriate to carry out the functions deriving from this Protocol*”
33. Mr. Waruinge noted that it was prudent to look at the terms of reference of the Focal Points to see if these were aligned to carrying out the Functions deriving from the Protocol as described and agreed upon in 22 (2). The Chair appointed a working group comprising Parties from Madagascar, South Africa, Mauritius and Tanzania to look at the functioning of the focal points Vis a Vis the State Party and the Organisation and develop the functions of the Focal Point in relation to the Protocol.
34. The working group used the terms of reference of the Focal Points that were adopted by the Contracting Parties in 2004 to develop the following text for 22 (2): “*The national focal points shall meet as appropriate to carry out the functions derived from the Protocol as provided for in the Terms of Reference for the focal points of the Convention as contained in Annex xxx*”. The rationale for including the terms of reference in the annex is that they are not included in the Convention. The Contracting Parties agreed to the text from the working group.
35. The text for Article 22 was not agreed on as France had put a reservation on the article.

**c) Article 22 b: National ICZM Committee**

36. The working group of Madagascar, South Africa, Mauritius and Tanzania was tasked with looking at 22 (1), (2) and (3) on National ICZM Committees. They proposed a number of changes on the text of 22 (1), (2) and (3) in relation to the functions of the ICZM Committee. These proposals were discussed and modified by the Contracting Parties. However, upon further deliberation, the Contracting Parties agreed to merge the whole of Article 22 b with Article 8 (2), as the Committee is one of the intra-sectoral coordination mechanisms that Contracting Parties will use to effectively implement the ICZM framework at local, national and regional levels.
37. Kenya, South Africa and Tanzania moved for the deletion of the term “National ICZM Committees” from the Protocol altogether noting that each country had its own coordination mechanisms ranging from networks, to committees, taskforces, ICZM groups and stakeholders groups and therefore it was not necessary to specifically define the National ICZM Committee and its functions as this would be interfering with the sovereign rights of the Contracting Parties. With that understanding, the Contracting Parties deleted article 22 b and repealed its mention in Article 8.

**d) Article 24: Meetings of the Parties**

38. The Contracting Parties changed the text of Article 24 (1), splitting it into 2 Sub-articles. This was to make it consistent with the LBSA Protocol and to ensure that there is a provision for the Contracting Parties to hold an ordinary meeting of Contracting Parties for the specific purpose of discussing the Protocol. The new Sub-articles which were agreed upon as follows:
  - 1) Ordinary meetings of the Contracting Parties to this Protocol shall be held in conjunction with ordinary meetings of the Contracting Parties

- 2) The Contracting Parties to this Protocol may also hold extra-ordinary meetings provided for in Article 18 paragraph (2) of the Convention.
39. Madagascar proposed the removal of the text “*in particular in the form of annexes in conformity with the Provisions of Article 21 of the Convention*” from Article 24 (3) (a) and proposed alternative text as follows: “*consider the efficacy of the measures adopted and to examine the need for other measures in conformity with the Provisions of this Protocol.*” Madagascar further proposed that the reference to the annexes was moved to Article 24 (3) (b) “*Adopt, review, and amend in particular, in the form of annexes in conformity with the provisions of Article 21 of the Convention*”. Article 24 (3) (c), Article 24 (3) (d) and Article 24 (3) (f) were retained as per the 2<sup>nd</sup> negotiated draft. The proposal of new text by France for Article 23 (3) (f) from the 2<sup>nd</sup> negotiated draft Protocol “*to monitor the implementation of the protocol by the contracting parties*” was deemed to be adequately covered in the new 24 (3) (a) and therefore it was deleted.
40. The new article 24 (3) now reads:
- a) consider the efficacy of the measures adopted and to examine the need for other measures in conformity with the Provisions of this Protocol;
  - b) adopt, review, and amend annexes in conformity with the provisions of Article 21 of the Convention;
  - c) consider the recommendations of meetings of National Focal Points established under Article 24 of this Protocol;
  - d) consider, as appropriate, information transmitted by the Contracting Parties to this Protocol to the Organization under Article 24 of the Convention; and
  - e) Perform all other functions or exercise such powers as specified under Article 17 of the Convention as appropriate.
41. This was agreed upon by the Contracting Parties.

**e) Article 25: Relationship with the Convention**

42. The Contracting Parties agreed to the text in Article 25.

**f) Article 26: Relationships with Third Parties**

43. Madagascar stated that Article 26 (1) on “*The provisions of this Protocol shall not affect the right of the Contracting Parties to enact relevant domestic legislation or measures for the better implementation of this Protocol*” while very relevant to the Protocol, because of its provision of measures to enhance the implementation of the Protocol, had nothing to do with the relationship with third parties. The delegation proposed that the Sub-article 1 is moved to Article 4 on the Preservation of Rights.
44. The delegates agreed on the moving of Sub- Article 1 to Article 4 and agreed on the text for article 26.

**g) Article 27: Signature, Ratification, Accession, Entry into Force**

45. Somali sought clarity on the process of accession. The Secretariat explained that the issue of accession would be discussed during the session with the Focal Points.
46. Mr. Waruinge requested the delegates to consider the introduction of a new sub-article in Article 27 to cater for the amendment of the Annex on ICZM tools and instruments (which are fluid and changing) without going through the plenipotentiary process. The Abidjan Convention, he explained, provides for a meeting of the Conference of Parties to amend the annexes of its Protocols by giving 90 days’ notice of a meeting and having 2/3

majority of Contracting Parties at the Conference of Parties. The chair, while appreciating the need to keep the annexes current, cautioned against too large a derogation from the Provisions of the Nairobi Convention.

47. The Contracting Parties agreed to retain the text of Article 27 as is and open it for renegotiation as and when the need arose.

**h) Remarks from the Deputy Head of Mission, Kenya High Commission in Tanzania**

48. The second day of the negotiations meeting was opened by the Deputy Head of Mission of the Kenya High Commission in Tanzania, Ambassador Boniface Muhia who welcomed the Contracting Parties and participants to Tanzania and wished them fruitful deliberations and positive outcomes.

**i) Introduction of Negotiations for Day 2**

49. The Chair of the legal and technical working group opened the negotiations of Articles 2, 3 and 1 in that order.

**j) Article 2: Geographical Coverage [Protocol Area]**

50. The meeting discussed the title of Article 2 which had been bracketed in earlier negotiations' meetings as there was no consensus on the terms "Geographical Coverage" and "Protocol Area." Kenya, Mauritius and Seychelles had proposed the use of "Protocol Area" while South Africa, Mozambique and Tanzania had preferred the term "Geographical Coverage". The chair suggested that the meeting look at the Convention definition. Robert Wabunoha informed the delegates that the Convention uses geographical coverage and Protocol area interchangeably while the LBSA Protocol defined the geographical scope and went further to describe ways of defining the Protocol Area.
51. With those clarifications being made, South Africa noted that the difference between the two terms was semantical so either application suited. Mauritius was in favour of the LBSA definition while Tanzania maintained their inclination towards a geographical scope. Madagascar proposed alternative text to cover both positions as follows "*Geographical Coverage of the Protocol*". Somali supported the proposal made by Madagascar, with the proviso that clear definitions of the geographical and Protocol scope were provided in the sub-articles of Article 2. The proposal was agreed upon by the Contracting Parties and the title of Article 2 changed to the Geographical Coverage of the Protocol.
52. On Article 2 (1) (a) on the geographical coverage of the Protocol, the expert from Mozambique advised that the landward limit ought to be further defined as it appeared vague. However, Kenya noted that the realities of defining landward limits were different across the various countries. For example Kenya uses administrative boundaries in its ICZM policy while Seychelles uses ecological boundaries. The original text was retained as is by the Contracting Parties.
53. On Article 2 (1) (b), Madagascar proposed the addition of the text *continental shelf* so that the new text reads "*the seaward limit of the coastal zone extending to the outer limits of the exclusive economic zone and the continental shelf as recognized by international law*". The justification for the addition was that it makes the Protocol progressive and applicable to emerging issues on the continental shelf. To illustrate the need for the inclusion of the continental shelf in the Protocol, the delegation from Madagascar gave a brief presentation on Article 76 of the United Nations Convention on the Law of the Sea on the definition of



the Continental Shelf and specifically Article 76 (4) (a) which gives the Countries right over the establishment of the outer edge of the continental margin whenever the margin extends beyond 200 nautical miles from the baseline from which it is measured.

54. Tanzania expressed reservation over the inclusion of the “continental shelf” in the Protocol since this area falls outside the area of coverage of the Convention. Mr. Waruinge advised that it was prudent to include the continental shelf in the Protocol as it was becoming increasingly relevant to Contracting Parties. Madagascar and Seychelles and Mauritius jointly, had put in submissions to extend their continental shelves. He further noted that the tools that the Countries of the Region are using for ocean governance are not limited to territorial waters but extend to the areas beyond national jurisdiction and lastly countries may also be impacted by activities happening outside their areas of jurisdiction.
55. South Africa informed the Contracting Parties that the national legislation in South Africa makes specific reference to the continental shelf, independent of the exclusive economic zone as provided for in Article 76 of UNCLOS, and that South Africa was therefore inclined towards the acceptance of the proposal by Madagascar but with the qualification that the Protocol should not be seen to be pushing Countries into making decisions.
56. Mauritius, Somali, Tanzania, Mozambique and Kenya agreed with the proposal by Madagascar. Seychelles also agreed but proposed the replacement of as “recognized by International Law” with “as defined by Contracting Parties. The Parties noted that the point raised by Seychelles was catered for in Article 2 (1) (b). With that understanding, the Contracting Parties agreed to the addition of the text continental shelf.
57. The meeting considered the alternative text that had been proposed for Article 2 (2) during the first negotiation meeting “*Each Contracting Party shall notify the other Contracting Parties through the Organisation of the extent of the land and seawards limit*”. Madagascar noted that it was a general obligation of the Countries to inform other Contracting Parties of their land and sea ward limits anyway therefore there was no need for the alternate text. The meeting agreed to retain the original text for Article 2 (2) “*Notwithstanding paragraph 2 (1) (b), a Contracting Party may define its seaward limit to an extent that is less than the outer limit of its exclusive economic zone*”.
58. The meeting considered the alternative text that had been proposed for Article 2 (3) “*If, within the limits of its sovereignty, a Party establishes a seaward limit that is less than the external limit of the exclusive economic zone, it shall communicate a declaration to the Depositary at the time of the deposit of its instrument of ratification, acceptance, approval of, or accession to this Protocol, or at any other subsequent time.*” Madagascar noted that in light of the fact that the text on continental shelf and the reference to the international law had been added Article 2 (1) (b), there was no added value to the proposed alternative text. He suggested the addition of some reference to the depositary to the original Article 2 (3) and proposed text as follows “*each Contracting Party shall notify the other Contracting Parties through the depositary of the extent of the land and sea ward limits*”. Mauritius noted that the text proposed by Madagascar would change the meaning of the entire article 2 (3) because the intention of introducing the alternative text was that the notification would arise only if the seaward limit was less than the external limit of the exclusive economic zone but the proposal made by Madagascar meant that the notification would arise whether the limit was less or not.
59. Kenya and Tanzania also stated that the addition of depositary to Article 2 (3) would not be appropriate since the depositary’s mandate did not include informing the Contracting Parties of the extent of land and sea-ward limits.

60. The Contracting Parties agreed that the role of informing Contracting Parties lies with the Organisation. The Contracting Parties further agreed that the alternative text had been proposed before the addition of the “continental shelf” text to 2 (1) (b) and therefore it was now adequately covered in the agreed 2 (1) (b). The alternative text was deleted and the original text for 2 (3) was retained as follows; “Each Contracting Party shall notify the other Contracting Parties through the Organisation of the extent of the land and sea ward limits”.
61. The text for Article 2 was agreed upon.

### 1. Article 3: Purpose of the Protocol

62. Madagascar proposed the addition of the word ‘legal’ to article 3. Tanzania stated that the Protocol itself was a legal instrument and the term “framework” encompassed many concepts including legal instruments, institutional arrangements, and the involvement of different stakeholders and actors in the planning and implementation. Consequently, adding the term “legal” to the purpose would narrow the range of its applicability to just a legal sense. The meeting agreed to retain the text as is.
63. During the first negotiations’ meeting, South Africa had proposed the replacement of the text “within the geographical coverage of the Protocol” with “the Western Indian Ocean region”. Kenya noted that the concept of ICZM called for a coordinated approach at levels, therefore if the text were changed to the Western Indian Ocean region, the Protocol would not apply to areas outside the exclusive economic zones and the high seas which are not under national jurisdiction. Kenya proposed that there was need to stick to the legal and geographical coverage of the Protocol. Madagascar offered a compromise for the two positions proposing the text “*in the Western Indian Ocean region, within the geographical coverage of the Protocol*”. Seychelles noted that there was need to maintain consistency with Article 2. The Contracting Parties agreed to retain the original text “within the geographical coverage”.
64. The delegates deliberated on whether it was important to retain the text “sustainable development” and if the text gave adequate basis for the attainment of the sustainable development goals. South Africa noted that the Protocol speaks to sustainable development since it provided an implementation framework under the Convention. The Protocol also relates to SDG targets, indicators and monitoring of the same. Thus from a broad perspective, the implementation of the Protocol will contribute to sustainable development.
65. Robert Wabunoha advised the Contracting Parties that in developing the purpose of the Protocol, there were a number of issues that needed to be considered: there was a need to unpack the term Integrated Coastal Zone Management; to define the aims and key words of ICZM; to link the Protocol to sustainable development goals; and to develop a purpose that was in harmony with the Preamble of the Protocol. He also advised that the Contracting Parties consider the Paris Agreement, the Convention on Biological Diversity and other relevant agreements and Protocols.
66. The expert from WIOMSA, Julius Francis, suggested that in defining the purpose of the Protocol, the Contracting Parties ought to consider the question “why do we need a regional ICZM Protocol” since at national levels, countries already have national ICZM strategies, policies and frameworks in place. He added that the other Protocols of the Convention (Flora and Fauna and the LBSA) did not have a purpose therefore it was important to discuss why the ICZM Protocol was unique in defining a purpose.

67. The Chair suggested that the Contracting Parties view the ICZM Protocol as a legal instrument for providing guidance on how to manage ICZM as a region.
68. The delegation from Madagascar proposed text as follows “*the Protocol is a legal instrument providing a framework for cooperation at a regional level and guiding implementation at a national level.*” Tanzania agreed with the text but requested that the term “legal” was deleted.
69. Mauritius noted that their delegation could do without the term “legal” and were hesitant about the placement of the term “cooperation”. They stated that the key purpose of the Protocol is primarily about “promoting ICZM at the regional and national level” and secondary to that was cooperation.
70. Mr. Waruinge noted that it was important to retain “cooperation” in the purpose of the Protocol because the issues of adjacent waters could not be dealt with without some level of cooperation at the State level because it dealt with areas that are not within the jurisdiction of State Parties and therefore regional cooperation needs to be considered as a part of the purpose.
71. Robert Wabunoha suggested that the Contracting Parties consider the inward and outward limits or geographical scope as agreed on in Article 2 and decide whether to retain the term “zone” or take a broader perspective and consider the Protocol an “*integrated approach in coastal management*”.
72. The chair constituted a working group comprising Mauritius, Madagascar, Tanzania and South Africa to meet and taking into consideration the points discussed in the meeting, develop some text for the purpose of the Protocol for the Contracting Parties to consider.
73. The working group developed the following definition “*The purpose of this Protocol is to provide a framework for promoting regional and national integrated coastal zone management as well as enhance cooperation, for sustainable development in the Region within the geographical coverage*”.
74. The Contracting Parties accepted the text and agreed on Article 3.

#### **m. Article 1: Definitions**

75. The chair opened the negotiations on the definition of terms, urging the Contracting Parties to develop an instrument that would be in harmony with other international instruments and to consider the most current definitions, being cognizant of emerging regional and global issues.
76. The expert from WIOMSA, Julius Francis, advised the Contracting Parties to consider whether or not to retain the term “zone” because of the extension of the geographical coverage of the Protocol.
77. The discussions on the definitions are highlighted in the sections below.

##### **a. Integrated Coastal Zone Management or Integrated Coastal Management**

78. There was a lengthy discussion on the merits of retaining “zone” in the definition of ICZM since the expanded area of coverage, agreed on in Article 2, went beyond zones. The Chair requested South Africa which uses the term “Integrated Coastal Management” to share the South African experience.
79. South Africa noted that the country Africa experienced the same problem when developing their ICM policy. Nonetheless, the Integrated Coastal Management Act was developed and 2 things were included therein to address the issue of zones: Chapter two of the Act is titled “The Coastal Zone” and it deals with the definition and legal status of various spatial

aspects. Secondly, Chapter 1 of the ICM Act deals with the description of the application of the Act “ it applies to the Republic of South Africa and specifically its internal waters, territorial waters, the EEZ and the continental shelf as well as Prince Edward Islands.

80. Julius Francis noted that Integrated Coastal Management applies to both activities on land and what is happening in the sea while integrated coastal zone management looks at what is happening within a specific zone. He noted that most integrated management policies in the Region have zone in their titles but they take into account both the land and the sea when describing the scope of the policy.
81. The Contracting Parties shared definitions of the terms used to describe the integrated management of coastal resources and it was apparent that the realities vary across the countries for instance, Tanzania uses integrated coastal management in its policy and strategy and the key words are that ICM is a continuous dynamic process, involving multiple stakeholders, sectoral and integrated planning. Kenya on the other hand uses integrated coastal zone management with administrative boundaries while adopting an ecosystem based approach for the management of resources. Mozambique also uses ICZM.
82. Madagascar suggested that the text is left as ICZM and when defining the term, all the aspects of the coastal zone should be covered.
83. Mr. Waruinge explained that there had been a general progression to move away from the traditional definition of coastal zone in 1979 towards a definition that covers the tools used to correct the impact of activities occurring both inside and in the adjacent waters. He urged the Contracting Parties to define text towards the current practice which does not limit application to zones; for instance Marine Spatial Planning is an area based planning tool that is applied beyond the traditional description of zones.
84. Robert Wabunoha shared the definitions that have been used by the European Union (ICM), Australia (ICM), the Barcelona Convention (ICZM) and Australia (ICM). On the UNEP page, ICM has been used to include ICZM. He concluded that the two terms have been used interchangeably. He proposed two options for dealing with the issue.
  - (i) The Contracting Parties develop a definition during the meeting that could be changed at a later stage.
  - (ii) The Contracting Parties wait until there were conclusive agreements on the purpose, the general application (to see where the zones apply) and the objectives of the Protocol before revisiting the ICM vs ICZM decision and if the concepts mean the same thing, then a decision can be will be made then on which option to select over the other.
85. The chair suggested that the Secretariat and the experts analyse what differences, if any exist, between the two terms and present it at the next negotiation meeting.
86. The Contracting Parties agreed to the proposal by the chair and further directed that the Secretariat looks at the entire document to see if it covers all the areas that need to be addressed in an ICZM Protocol.
87. Robert Wabunoha notified the Contracting Parties that during the negotiations, some words had come to light that might need to be defined for example Continental shelf, EEZ, MSP, coastal or marine resources. The Contracting Parties decided to work on the definitions in the 2<sup>nd</sup> negotiated draft first before considering new definitions.
88. The chair constituted a working group to discuss text and present it to the Contracting Parties for negotiation and another to define “Coastal” Zones and “Coastal Resources”. The definitions from the 3 working groups and the Contracting Parties responses to them are discussed in the sections below:

### **Integrated Coastal Zone Management**

89. Working group 1 gave the definition as follows “integrated coastal zone management is a dynamic and participatory process that involves all relevant stakeholders aimed at planning, managing, conserving and protecting coastal and marine ecosystems and resources, taking into account, their fragility and sensitivity, [ecological] interactions, the nature of uses as well as their impacts with a view to ensuring sustainable development”.
90. The Contracting Parties agreed to a large part of the text however Mauritius noted that the term “ecological interactions” was too limiting and proposed its replacement with the term “linkages”. It was bracketed for further negotiation at the next meeting.

### **Coastal Zone**

91. Working group 2 provided a definition of Coastal Zones as follows “*Coastal Zone means the geomorphological area on either side of the seashore in which the interaction between the marine and land parts occur and includes areas under national jurisdiction of each Contracting Party, pursuant to Article 2 (1) (b) of this Protocol*”.
92. Contracting Parties queried the use of the term “geomorphological area”. The expert from Mozambique, Salomao Bandeira, explained that in defining coastal zone, the term geomorphological had to be used since the coast is a state and process that interacts and continues to evolve through time. The chair concurred with the expert noting that it was common practice in the legal and scientific sense to use geomorphological when defining the coast within ICZM circles and thus it would be remiss to leave it out.
93. The head of the Secretariat suggested the replacement of “seashore” with “shoreline”. Kenya noted that it was a more apt description. The Parties agreed to the change.
94. Other changes were proposed by the Contracting Parties and the experts. These include the replacement of “marine and land parts” with marine and terrestrial systems, the addition of “other” to denote a broad inclusion of areas beyond national jurisdiction and the deletion of (1) (b).
95. The text that was agreed upon by the Contracting Parties reads “*Coastal Zone means the geomorphological area on either side of the shoreline in which the interaction between the marine and terrestrial systems occur and includes areas under national jurisdiction of each Contracting Party, pursuant to Article 2 of this Protocol*”.

### **Contracting Party**

96. The meeting negotiated the proposed text on Contracting Parties. The Contracting Parties gave examples of intergovernmental regional economic organizations that can be considered as Contracting Parties (Southern African Development Community, East African Community, Intergovernmental Authority on Development, Intergovernmental Oceanographic Commission of UNESCO, Indian Ocean Commission, Common Market for Eastern and Southern Africa, and African Union, International Maritime Organisation and political organizations (European Union and African Union)
97. The Contracting Parties considered the other Convention’s Protocols (LBSA and Flora and Fauna) and noted that the LBSA Protocol allows membership from political organizations like Botswana and Zambia since their activities upstream contribute to or are connected to the Western Indian Ocean. The Parties debated on whether it was necessary to include political organizations in the definition to avoid misinterpretation or application for membership by Countries who do not technically qualify for membership; for example

Maldives which is technically a Western Indian Ocean state. Ambassador Muhia noted that in practice, many intergovernmental bodies start out as regional economic blocs and grow into political federations and therefore for the interest of integration; and to avoid amending the Protocol whenever these evolutions occurred, it would be prudent to include political organizations. The Contracting Parties agreed to retain the text “political organizations”.

98. Madagascar proposed the replacement of the text “non- coastal state” with “landlocked state” since it is a term that is commonly used in legal agreements. The delegation added that it was important to include landlocked states because of integrated nature of the Protocol. The delegation argued the importance of including landlocked states in the Protocol since the United Nations Convention for the Law of the Sea not only recognises landlocked states but also grants these countries fishing rights and the right of access and transportation in marine waters. Kenya agreed with Madagascar noting that the International Maritime Organisation grants membership to landlocked states through its Protocols. Mr. Waruinge advised the Contracting Parties to exercise caution when including landlocked states in the Protocol as it is not the intention of the Protocol to talk about the privileges of landlocked states but rather their efficacy in contributing to coastal issues.
99. South Africa noted that the text covered “landlocked states” through the text “means any state of which at least one member is a coastal state.” South Africa further noted that the current text gave a qualifier in the definition of which state can apply to become a Contracting Party- they have to have competence in the fields covered by the Protocol. The Contracting Parties agreed to retain the original text pertaining to non-coastal states and to the issue of “competence” being adequate to lock out “unsuitable” membership applications.
100. Robert Wabunoha suggested that the Contracting Parties consider a broad picture of integration and also look at the purposes and objectives of ICZM in relation to the text “which is upstream and riparian to watercourses” that was borrowed from the LBSA Protocol. ICZM is not just about rivers but includes shipping, fishing, seabed mining, cable laying, marine scientific research, oil and gas, open ocean aquaculture, deep-sea tourism, tunnels, coordination across sectors and multiple stake holders, hence making reference to “water courses” narrows the scope of applicability and implementation of the Protocol. The Contracting Parties deleted the text.
101. With the above points considered, the Contracting Parties agreed to the following text for the definition of Contracting Parties “*means any state or regional economic, political or other organization, of which at least one member is a coastal state of the Western Indian Ocean Region and which exercises competence in the fields covered by this Protocol, and that has become a party to this Protocol*”.
102. The chair constituted two working groups to define the terms “Exclusive Economic Zone” and “Coastal resources”.

#### **Exclusive Economic Zone**

103. Working group 1 elaborated text for the Exclusive Economic Zone, as follows: “*for the purposes of this Protocol the definition of the Exclusive Economic Zone shall be as provided under Article 55 of the 1982 United Nations Convention on the Law of the Sea*. The Group acknowledged that tying of the definition to UNCLOS was risky since the practice could change in future but they noted that there was room for flexibility since the

Convention of the Law of the Sea allowed for the amendment of its implementing agreements.

104. The Contracting Parties agreed to the proposed definition.

#### **Coastal Resources**

105. Working group 2 proposed text on Coastal Resources which led to discussions and variations of the text to read “*Coastal Resources means all living and non-living resources which have environmental and socio-economic value forming the integrated terrestrial and marine ecosystems and their services*”. The Contracting Parties agreed on the proposed text.

#### **Convention**

106. The Contracting Parties considered the definition of Convention as provided for in the 2<sup>nd</sup> negotiated draft document and agreed to it as without specifics on dates since the Convention could be amended again in the future. The text was agreed upon by the Contracting Parties

#### **National Focal Point**

107. The Contracting Parties replaced “established” with “referred to” and agreed on the definition of National Focal Point as follows “*National Focal Point means the National Focal Point referred to under Article 22 of this Protocol.*”

#### **Organization**

108. The Contracting Parties agreed on the definition of Organization as provided for in the 2<sup>nd</sup> negotiated draft.

#### **Protocol**

109. The Contracting Parties deleted the definition of Protocol for the reason that in practice, Protocols do not include a definition of the term Protocol since that would be self-descriptive.

#### **The Secretariat**

110. The Contracting Parties agree to the deletion of the definition “The Secretariat means the Secretariat of the Convention” because it is an elaboration and not a definition.

#### **Region**

111. The Contracting Parties debated on whether or not to include a definition of ‘Region’ in the Protocol and decided to do away with the definition for the reasons give below.

112. There are no exact geographical coordinates to define the Western Indian Ocean Region in the Convention. Madagascar suggested that the definition of Region should be provided in the Convention and not in any of its Protocols. This was supported by South Africa.

113. Region is not an uncommon word and it derives its meaning from the context in which it is used. The word region appears 49 times in the draft document with different meanings depending therefore to define the term ties it to one single interpretation hence locking out other meanings. Mauritius noted that if Region is deleted from the definition of terms section, every time a reference in this context is mentioned in the Protocol, it should be replaced with the Western Indian Ocean.

114. The head of the Secretariat noted that the “Region” as defined in the text was not a definition but an elaboration that would leave the Protocol open for misuse. Maldives and Djibouti are part of the Western Indian Ocean. The Contracting Parties directed the Secretariat to convene experts to analyse the issue of the Region and propose text for the

next negotiations meeting. The text was bracketed for further negotiation at the next meeting as there was no consensus.

#### **n. Article 8: ICZM Frameworks**

115. Having concluded the discussions on the all the articles, the Secretariat took the Contracting Parties through the complete documents, highlighting the articles that had been agreed on and those that were outstanding. He requested the Chair to allow for the reopening of Articles 8 and 9 since they made reference to annexes for the Protocol.
116. Contracting Parties made a few changes to Article 8. Mauritius proposed the deletion of the term “National” since the Protocol is a regional instrument. The Contracting Parties agreed on the new title.
117. Tanzania and Madagascar proposed the amendment of 8 (1), adding “strengthen” to the text and replacing the term “ICZM” with “Protocol”. The new sub- article is as follows: *“Each Contracting Party shall establish or strengthen and promote a national, and, where appropriate, sub-national, ICZM frameworks, to guide the implementation of the Protocol, in particular.* The text was agreed on.
118. Seychelles proposed grammar change for 8 (4) “The Contracting Parties shall, as soon as possible upon entry into force of this Protocol, establish indicators provided for in Annex XXX to this Protocol, to monitor the implementation of their national ICZM frameworks.
119. Tanzania noted that Article 4 needed to be relooked into since Tanzania and other countries have already developed established their indicators and are using them to monitor the implementation of SDG goals and to report on the achievement of targets in global processes. The Contracting Parties decided to revisit the issue during the next negotiation.

#### **o. Preamble**

120. The Chair led the meeting through the negotiation of the text of the Preamble, asking the Secretariat to explain what should be included in the Preamble.
121. Robert Wabunoha explained that a good Preamble should give an idea or a summary of what is happening in the Articles of the Protocol. He added that the Preamble usually contains a wish list of what the Protocol aspires to.
122. The chair noted that in the 2<sup>nd</sup> negotiations meeting, Madagascar was asked to provide text on the United Nations Convention on the Law of the Sea (UNCLOS) for consideration by the Contracting Parties. Madagascar proposed text as follows: *“Recognising that the 1982 United Nations Convention on the Law of the Sea sets out the legal framework within which all activities in the oceans and seas must be carried out, and is of strategic importance as the basis for national, regional, and global action in the marine sector, as recognised in Chapter 17 of Agenda 21 of the 1992 United Nations Conference on Environment and Development; (Agreed on 24 Nov 16).*
123. The Contracting Parties had different positions on the inclusion of the United Nations Convention on the Law of the Sea in the Preamble as an umbrella framework for the ICZM Protocol. Delegates queried the need to single out the United Nations Convention on the Law of the Sea framework in the Preamble whereas other relevant Convention could also apply for example the Convention on Biological Diversity. The Parties further argued that the range of applicability of the United Nations Convention on the Law of the Sea could be limiting in the sense that it only deals with ocean governance while ICZM is about cross sectoral integration in the management of coastal resources, both living and non- living, in terrestrial and marine ecosystems, as agreed upon in Article 2. Madagascar noted that



United Nations Convention on the Law of the Sea covers a wide range of activities, including habitats so it is applicable. Seychelles and South Africa supported the proposal by Madagascar with the qualification that the reference to United Nations Convention on the Law of the Sea in the second last paragraph of the Preamble was removed. The Contracting Parties agreed on the text provided by Madagascar for the first paragraph of the Preamble.

124. Capacity development: The Contracting Parties discussed the draft text on capacity building for the implementation of ICZM. Madagascar proposed that the paragraph should put special emphasis on the importance of capacity building in the successful implementation of ICZM. The Head of the Convention Secretariat suggested that in the development of alternative text for capacity building, the Contracting Parties ought to consider the current global realities in capacity development and move away from the traditional meaning of the term capacity building. He explained that countries in the global south are still talking about capacity building while the nations in the north are discussing such as terminologies as innovation and technological growth. The Head of the Convention urged the Contracting Parties to ensure that the paragraph on capacity building defined it in terms of the growth towards improving the management of coastal zones and to ensure that the contents of paragraph was aligned to the content of Article 13 of the Protocol.
125. Madagascar noted that the draft text gave a negative connotation on capacity building and suggested that the text needs to be positively spun to remove the impression that countries are asking for external financial support or handouts in order to develop capacity in the implementation of the ICZM Protocol. The text, the delegation suggested, needs to put emphasis on the “essential capacity needs” that the Countries require for implementation of the Protocol at national levels. Madagascar stated that positive capacity development is one that empowers countries to benefit from the sustainable development of their marine resources (thereby addressing SDG goals) and allows the countries to participate in regional fora and processes that are dealing with coastal and ocean issues. Tanzania agreed and proposed text as follows “*Emphasizing the importance to develop and strengthen legal, institutional, financial and technical capacities to enhance implementation of the Protocol, and benefit from sustainable development of coastal resources.*” The proposed alternative text was agreed on and the former text deleted.
126. The Contracting Parties discussed the paragraph on “*Concerned also about the lack of or inadequate enforcement and monitoring, control surveillance coordination or integration of various sector activities, programmes and plans affecting the coastal and associated marine areas in the Western Indian Ocean Region*”. The Contracting Parties noted that “lack of” implied a total absence which is not the case, there are some limited coordination efforts. The text was deleted.
127. Madagascar proposed the withdrawal of text “control surveillance” but the Contracting Parties thought that it was important to retain the text; together with “enforcement and monitoring” that had been proposed by South Africa and Seychelles, but in a separate subsequent paragraph. This was to highlight the cause effect relationship between the two - better coordination leads to better monitoring and enforcement. The two paragraphs now read as follows:
- “*Concerned also about the inadequate coordination or integration of various sector activities, programmes and plans affecting the coastal and associated marine areas in the Western Indian Ocean Region*” which was agreed on.

- “[*Concerned further* about the inadequate monitoring and enforcement systems within the Western Indian Ocean region.] The second paragraph was not agreed on and will be negotiated further at the next meeting.
128. Tanzania, Madagascar, Seychelles and Kenya proposed text on the access to and sharing of information for inclusion in the Preamble since they are key elements in discussing ICZM framework implementation. Text was proposed as follows “[*Concerned further about the inadequate sharing of information, enforcement, monitoring and evaluation systems, and [research] (TAN) baseline data (MADA) within the Western Indian Ocean region.*” The text was not agreed on and will be discussed at the next meeting.
129. The Contracting Parties proposed text pertaining to emerging issues such as climate change, sea level rise, aquaculture, rights, ocean acidification, unsustainable fisheries and Agendas 2030 and Agenda 2063 (The Africa we want). The text was as follows: [*Mindful of the environmental and social (TAN) impacts of [socio-economic] developments such as [oil and gas], bioprospecting (Mozambique), biofuel, waterfront development (TAN), as well as other extractive industries on the coastal zone. (KEN)*]. The text was not agreed on and will be negotiated further at the next meeting.
130. The Contracting Parties then considered the text “Aware of other existing international legal and policy commitments for the realization of ICZM, and the list of provided instruments. Tanzania noted that there were over 700 international legal and policy commitments that are relevant to the implementation of ICZM, therefore listing only some of them in the Preamble gives rise to the question of which ones should be mentioned and which ones omitted and the implication that the Protocol is limiting.
131. The Contracting Parties noted that the list provided in the text gave some dated instruments, in contradiction for the need for the Protocol to be progressive. The parties also expressed concern about the fact that ICZM deals with tools that are dynamic, and fluid, evolving over time and therefore listing the instruments carries the risk of having to frequently amend the Protocol to maintain currency. For instance the current instrument or agreement is the Samoa Pathway for Small Island Developing States, but this could change with time. Mr. Waruinge suggested options below for the Contracting Parties to consider on the issue:
- i. Deleting all reference to the instruments (Mozambique and Mauritius supported this option),
  - ii. Deleting all the instruments and including them in an annex (Kenya although they noted that in common practice, preambles do not have annexes),
  - iii. Keeping only the most relevant or current (Somalia, Tanzania). New text was proposed as follows.
  - iv. Introducing text to cater for the relevant instruments and their changing nature. Text for this was proposed as follows: “[Aware of existing legally binding and voluntary global and regional instruments relevant to integrated coastal zone management.]
132. The proposal of text (option iv) was agreed upon by Madagascar, Mauritius, Seychelles, Tanzania, Kenya, Comoros, Somalia and Mozambique. South Africa put a reservation on the text with a suggestion to either delete all the instruments or apply only the most current. The text was not agreed on and was bracketed for further negotiation.

## V. Closing of the Negotiations Session

133. The chair, Ms. Irene Kamunge, closed the negotiation session and invited the Deputy Head of Mission, Kenya High Commission to Tanzania to address the participants.

Ambassador Muhia thanked the Contracting Parties for their participation stating that he was impressed by the kind of cooperation and support that was available at the negotiating table.

134. Mr. Waruinge also spoke during the closing of the negotiation session. thanked the Chair for leading the process of negotiation, the Contracting Parties for their active negotiations and the experts for providing input into the discussion. There being no other business, the negotiation session of the meeting was closed.

## **VI. Technical Session on the Elaboration of the Annex of the Protocol.**

135. The Head of the Convention Secretariat informed the Contracting Parties that during the second negotiations meeting for the ICZM Protocol, Parties had identified the need for annexes to the ICZM Protocol to provide more details on some articles, and to de-congest some articles. Annexes are part and parcel of the Protocol, the benefit of including information in annexes include: a) having more concise Protocol articles, and b) the relative ease or flexibility of amending annexes as opposed to articles once the Protocol is adopted. In light of the above, Articles 8 A paragraph 4 on the establishment of indicators to monitor implementation of national ICZM frameworks could require an annex on indicators and Article 9 on the tools and instruments and instruments would require an annex. Mr. Waruinge noted that a consultant had been engaged to do some work on the annex which would be used as a guide in a technical session to develop a structure of the annex of the Protocol.
136. The Secretariat explained that the Contracting Parties had been divided into 3 groups, each comprising an expert team member, to consider how the annex for Article 9 might look like. The three groups were all asked to discuss four questions as follows:
- (i) List as many tools and instruments of ICZM as possible and rank them in order of their relevance to ICZM
  - (ii) Provide a good definition of ICZM tools and instruments
  - (iii) Define legal, institutional, administrative, planning, and market-based instruments as used in the implementation of ICZM
  - (iv) How can we monitor the success of ICZM implementation through framework indicators?

## **VII. The Group Discussions**

### **Group 1:**

137. The Group defined an instrument: a measuring “device” used to gauge the level, position, speed etc. of something and a tool is a technical object used to carry out a particular function as per the Webster Dictionary. The group went further to define the instruments that are relevant to ICZM and the tools used to implement these instruments. These are highlighted below in the order of their relevance:
- Institutional instruments are bodies set up to implement and coordinate the activities undertaken therein. Examples of tools here include: ICM committees; national environmental authorities; sector ministries; local government authorities; municipalities; academic and research institutions
  - A planning instrument is a document that is formally adopted under planning legislation by a state and used to manage, the use and development of land. Examples of planning tools include: Strategic environmental assessment; zoning and spatial planning; sensitivity mapping and vulnerability assessment; coastal setback lines; environmental impact

assessment; environmental auditing; coastal strategies, plans, and programmes; contingency planning; marine and coastal protected areas; disaster risk reductions, geographical information systems; remote sensing

- A legal instrument is a formal written document. Legal tools include: Acts; Policies; Regulations; Protocols; Strategies; Conventions; Treaties; Agreements;
- Administrative instruments are used for the management of integrated coastal management affairs or the conduct of integrated coastal management. Administrative instruments are embedded in the established institutions. Administrative tools include licences, permits and guidelines.
- Information instruments as are such as public disclosure requirements and awareness/education campaigns that may positively affect environmental quality by allowing consumers to make better informed choices. Tools here include Labelling programmes for consumer products, information disclosure programmes, public awareness campaigns.
- Market Based instruments are policy instruments that use markets, price and other economic variables to provide incentives (for polluters) to reduce/eliminate negative environmental externalities. Examples of tools here are ecosystem valuation, taxes, subsidies, tradable permits, deposit refund systems.

138. On monitoring the success of ICZM implementation through framework indicators, the group first defined the term indicators as a measurement that provides a simplified view of a more complex phenomenon, or provides insights about a trend or event that cannot be readily observed. Thus indicators both quantify information and simplify information (WG-ID 2002). The group then listed some indicators that are useful for monitoring success of ICZM implementation as follows: environmental indicators, socio-economic indicators and ICM effort evaluation indicators.

## **Group 2**

139. Group 2 defined tools as a set of diverse methodologies or approaches used in integrated coastal zone management that are applied in data collection, planning, assessment, integration, implementation, response, or evaluation processes. The group defined instruments as a set of policy, planning, legal, institutional, economic and technology based measures aimed at implementing the purpose, goals, principles and objectives of the ICZM Protocol. The group discussed two broad categories of tools that are relevant for ICZM implementation: Planning tools and Assessment tools.

140. Planning Tools includes Strategic Planning whose various sub-components are :

- monitoring and enforcement;
- resource management tools such as Marine Spatial Planning, coastal zoning and restoration, marine protected areas, and integrated water resource management;
- state of the Environment Planning such as environmental action plans (standards, codes, guidelines and regulations); and
- disaster and risk planning (disaster and risk modeling for example CAPRA) , disaster loss profile for example (DES INVENTAR); and risk financing and development planning.

141. Assessment tools include three broad categories: social economic assessment tools (feasibility studies, poverty and social impact analysis etc.); environmental assessment tools (environmental impact assessment and auditing strategic environmental assessment); and integrated assessment tools (cost benefit analysis and scenario creation and forecasting modelling).

142. The group defined instruments as a set of policy, planning, legal, institutional, economic and technology based measures aimed at implementing the purpose, goals, principles and objectives of the ICZM Protocol. They identified and defined 3 instruments that are of relevance to ICZM: legal instruments, planning instruments and market based instruments.
143. Legal instruments are international treaties, conventions and protocols or national laws, regulations, standards and other measures that regulate the application of integrated coastal zone management at the global, regional or at the national level.
144. Planning instruments are strategic measures aimed at guiding decision makers in the immediate and future allocation of interventions towards sustainable management of coastal resources in accordance with the objectives of the Protocol
145. Marketed based instruments are a set of economic measures designed to provide both incentives and disincentives with the aim of promoting conservation and sustainable management of the coastal resources while preventing negative forms of exploitation, resource depletion, pollution and environmental degradation.
146. On the question of “How can we monitor the success of ICZM implementation through framework indicators”, Group 2 noted that the following factors were important or were important success factors for ICZM implementation: measuring consensus building at the local, national, regional and the global level; conflict management; bargaining and negotiations; participatory approaches; sustainability indicators (resource abundance and ; value addition to natural capital; impact indicators, performance indicators; and integration indicators (multidisciplinary management involving all sectors – at policy, legislative and sector levels and even at the regional level).

### **Group 3**

147. Group 1 defined ICZM tools as those technical measures or those measures used at managing coastal resources
148. The group then gave examples three examples of measures: technical measures, regulatory measures and economic measures. These are briefly outlined below:
- Technical measures: GIS; MPA or Area Based Management; coastal set back lines; land use planning and MSP; seasonal and spatial restrictions of certain activities (e.g. fisheries); disaster risk management; remote sensing; climate change adaptation.
  - Regulatory measures (institutional and administrative): EIA; SEA; policies; strategies; action plans; ecosystem approach; precautionary approach; management of fishing capacity.
  - Economics measures: taxes; incentives (positives and negatives); buy back measures
149. On the definition of the legal, institutional, administrative, planning, and market-based instruments as used in the implementation of ICZM; the group noted the following:
- Legal instruments: law full measures/mechanisms that are binding to implement ICZM
  - Institutional instruments: bodies set up the implementing and coordinating the activities undertaken thereon
  - Administrative instruments: adopted measures for implementing ICZM
  - Planning instruments: (process making plan to implement ICZM) identified goals objectives to be achieve, formulating strategies to achieve them arranging or creating the means required, measures aimed at guiding future development
  - Market-based instruments: measures market , prices and others economics variables to provide incentives for the sustainable management of coastal resources
150. On the question of “how can we monitor the success of ICZM implementation through framework indicators?”, the group gave the following points

- Periodic data collection
- Regular assessment
- Periodic research
- Socio-economic assessment
- Environmental auditing

### **VIII. Plenary Discussions on Annex on Tools and Instruments**

151. The Chair opened the plenary discussions by seeking a way to discuss the information presented by the groups and suggested the selection of one of the Group's work for use as a working document. Mr. Waruinge explained that the expected outcome from the plenary discussions was the development of a draft structure of what the annex might look like. The first step therefore was to agree on the structure and then populate the structure with the information from all the three groups.
152. Robert Wabunoha noted that the elaboration of the content and structure of the annexes was a key part of the ICZM Protocol as the annexes would inform the all matters pertaining to tools and instruments in the Protocol. He asked the participants to consider issues such as
- Will the final document contain a single annex with two parts or two separate annexes;
  - What might the end users require in the annex;
  - Since tools are instruments are dynamic elements, would including them in the annex entail an amendment of the annexes every time there was an emerging issue; and
  - Should there be a statement in the annex or a clause in the Protocol acknowledging the fluid nature tools and detailing ways of keeping the annex current or sensitive to emerging issues.
153. The meeting defined the draft structure as having the following categories:
- i. A definition of ICZM tools and instruments with alternatives coming from the 3 groups
  - ii. A broad categorization of the ICZM tools (planning tools, implementation tools etc.) which give room for flexibility because while the tools might be fluid, the broad categories remain more or less constant.
  - iii. ICZM instruments
  - iv. Indicators
154. The Contracting Parties gave some directives to the Secretariat on the way for moving forward with the work on the annex. The Secretariat was tasked with :
- Compiling the information from the groups
  - Engaging a consultant to shape the annex and to fill in any gaps in the proposed structure, using best practice.
  - Communicating the key areas that the consultancy should look into including marketing, analyzing the national legislations and harmonizing the various definitions of terms related to ICZM implementation e.g. Environmental Impact Assessments and Strategic Environmental Assessments, developing a clause to cater for emerging issues such as Marine Spatial Planning and analyzing the role of non-state actors (CBOs, CSOs, and the private sector) in the implementation of the ICZM Protocol.
  - Improving the drafting of Article 9 which is infringing on the sovereignty of States by making it mandatory for Countries to “adopt instruments contained in the annex.

Working with the consultant, the Secretariat should review and improve the text in so that the annex does not become mandatory but rather contains guiding principles of the minimum requirements that each country should meet in the implementation of the ICZM.

- The output of the Consultant's work should be brought to the Contracting Parties for negotiation at the next meeting.

### **IX. Closing of the workshop and the way forward**

155. Mr. Waruinge gave brief closing remarks thanking the Deputy Head of Mission, Kenya High Commission in Tanzania for attending the meeting and providing input, the Contracting Parties for accepting the invitation to come and negotiate the draft text, the team of experts for their valuable input in the negotiations and WWF Madagascar for sponsoring the conference package and for sponsoring some Madagascar participants to attend the negotiations.
156. On the way forward, Mr. Waruinge noted that the entire draft document had been put through the negotiation process and that the Secretariat would be cleaning it up and highlighting the articles on withdrawal, revision of the articles and the consequential impacts which may necessitate the reopening of agreed upon text in the next negotiations meeting. He informed the Contracting Parties that the 4<sup>th</sup> and last negotiations' meeting is planned for 2017, during or after the 9<sup>th</sup> Conference of Parties. This meeting will be supported by the developed annex and a document providing an analysis of all agreed and outstanding articles. The output of that meeting will be a working document to be presented to the Plenipotentiary.
157. There being no other business, the meeting was closed at 1 pm.

**ANNEX I****LIST OF PARTICIPANTS, THIRD NEGOTIATION MEETING OF DRAFT ICZM PROTOCOL  
21-24 NOVEMBER 2016, DOUBLE TREE HOTEL, ZANZIBAR**

<b>COUNTRY</b>	<b>NAME</b>
COMOROS	<p><b>1. Zoubert Maecha Hamada</b>  <b>Title:</b> Focal Point- Nairobi Convention  <b>Organisation:</b> Ministère de la Production, de l'Environnement, de l'Energie, de l'Industrie et de l'Artisanat  <b>Email:</b> <a href="mailto:mahazou339@gmail.com">mahazou339@gmail.com</a></p>
KENYA	<p><b>2. Stephen Katua</b>  <b>Title:</b> Deputy Director - Coastal, Marine and Fresh waters  <b>Organization:</b> National Environment Management Authority (NEMA)  <b>E-mail:</b> <a href="mailto:SKatua@nema.go.ke">SKatua@nema.go.ke</a>, <a href="mailto:stephenkatua@yahoo.com">stephenkatua@yahoo.com</a>.</p>
	<p><b>3. Irene Kamunge</b>  <b>Title:</b> Legal Officer  <b>Organization:</b> National Environment Management Authority (NEMA)  <b>Email Address:</b> <a href="mailto:ikamunge@nema.go.ke">ikamunge@nema.go.ke</a>, <a href="mailto:shiroek@yahoo.com">shiroek@yahoo.com</a></p>
MADAGASCAR	<p><b>4. Jacques Rasoanaina</b>  <b>Title:</b> Focal Point- Nairobi Convention  <b>Organisation:</b> Ministère de l'Environnement, de l'Ecologie, de la Mer et des Forêts,  <b>E-mail:</b> <a href="mailto:jacquis415@gmail.com">jacquis415@gmail.com</a>, <a href="mailto:jacquis415@yahoo.fr">jacquis415@yahoo.fr</a></p>
	<p><b>5. Andre Tahindro</b>  <b>Title:</b> Legal Officer  <b>Organization:</b> Ministère de l'Environnement, de l'Ecologie, de la Mer et des Forêts,  <b>Email:</b> <a href="mailto:andre.tahindro@gmail.com">andre.tahindro@gmail.com</a></p>
	<p><b>6. Rabary Andriantsilavo</b>  <b>Title:</b> Marine Planning Officer, Office of Ocean State Secretary  <b>Email:</b> <a href="mailto:rabary.andriantsilavo@gmail.com">rabary.andriantsilavo@gmail.com</a></p>
MOZAMBIQUE	<p><b>7. Alexandre Bartolomeu</b>  <b>Title:</b> ICZM Department Head  <b>Organization:</b> Ministry of Land, Environment and Rural Development  <b>Email:</b> <a href="mailto:apmb24@yahoo.com.br">apmb24@yahoo.com.br</a> <a href="mailto:apmbart24@gmail.com">apmbart24@gmail.com</a></p>
	<p><b>8. Isaias Monjane</b>  <b>Title:</b> Legal Officer  <b>Organization:</b> Ministry of Land, Environment and Rural Development  <b>Email:</b> <a href="mailto:isaiaszovo@yahoo.com.br">isaiaszovo@yahoo.com.br</a></p>
MAURITIUS	<p><b>9. Ramchurn Seenauth</b>  <b>Title:</b> Divisional Environment Officer  <b>Organization:</b> Ministry of Environment, Sustainable Development, Disaster &amp; Beach Management  <b>Email:</b> <a href="mailto:rseenauth@govmu.org">rseenauth@govmu.org</a></p>
	<p><b>10. Carol Laura Nancy Green Jokhoo</b>  <b>Title:</b> Assistant Parliamentary Counsel  <b>Organization:</b> Solicitor-General Office  <b>Email:</b> <a href="mailto:cgjokhoo@govmu.org">cgjokhoo@govmu.org</a></p>
SEYCHELLES	<p><b>11. Selvan Pillay</b>  <b>Title:</b> Director General, Division of Climate Change Affairs, Adaptation and Information  <b>Email:</b> <a href="mailto:s.pillay@gov.sc">s.pillay@gov.sc</a></p>



	<p><b>12. Sharon L. Gerry</b>  <b>Title:</b> Senior Legal Officer  <b>Organization:</b> Minister of Environment, Energy and Climate Change  <b>Email:</b> <a href="mailto:sgerry@env.gov.sc">sgerry@env.gov.sc</a></p>
SOMALI	<p><b>13. Abdikadir Sheikh</b>  <b>Title:</b> Director of Planning and Training Department, Directorate (Office) of Environment at the Office of the Prime Minister  <b>Organization:</b> Federal Republic of Somalia  <b>Email:</b> <a href="mailto:abdikadirsidisheikh@gmail.com">abdikadirsidisheikh@gmail.com</a></p> <p><b>14. Mohamed Mukhtar Mohamed</b>  <b>Title:</b> Adviser of the Minister of Fisheries and Marine Resources, Head of Research Unit on Marine and Coastal Activities, Ministry of Fisheries and Marine Resources.  <b>Organisation:</b> Federal Republic of Somalia  <b>Email:</b> <a href="mailto:minister@mofmr.gov.so">minister@mofmr.gov.so</a></p>
SOUTH AFRICA	<p><b>15. Yamkela Mngxe</b>  <b>Title:</b> Alternate Focal Point  <b>Organization:</b> Department of Environmental Affairs  <b>Email:</b> <a href="mailto:YMngxe@environment.gov.za">YMngxe@environment.gov.za</a></p>
UNITED REPUBLIC OF TANZANIA	<p><b>16. Emelda Teikwa Adam</b>  <b>Title:</b> Principle Fisheries Officer  <b>Organization:</b> Office of the Vice President Dar es Salaam, Tanzania  <b>Email:</b> <a href="mailto:emeldateikwa@hotmail.com">emeldateikwa@hotmail.com</a></p> <p><b>17. Risper Koyi</b>  <b>Title:</b> Legal Officer  <b>Organization:</b> Office of the Vice President Dar es Salaam, Tanzania  <b>Email:</b> <a href="mailto:risperkoyi@yahoo.com">risperkoyi@yahoo.com</a></p> <p><b>18. Aboud Jumbe</b>  <b>Title:</b> Principal Environmental Officer, Ministry of Land, Energy and Environment  <b>Organization:</b> Revolutionary Government of Zanzibar  <b>Email:</b> <a href="mailto:aboud.jumbe@gmail.com">aboud.jumbe@gmail.com</a></p> <p><b>19. Rose Sallema Mtui</b>  <b>Title:</b> Principal Environmental Management Officer,  <b>Organization:</b> National Environmenta Management Council (NEMC)  <b>Email:</b> <a href="mailto:nrsallema@yahoo.com">nrsallema@yahoo.com</a></p>
KMFRI	<p><b>20. James Njiru</b>  <b>Title:</b> Director  <b>Organization:</b> Kenya Marine and Fisheries Research Institute  <b>Email:</b> <a href="mailto:jamnji@gmail.com">jamnji@gmail.com</a></p>
UEM	<p><b>21. Salomao Bandeira</b>  <b>Title:</b> Department of Biological Sciences,  <b>Organization:</b> Universidade Eduardo Mondlane  <b>Email:</b> <a href="mailto:Salomao.Bandeira4@gmail.com">Salomao.Bandeira4@gmail.com</a></p>
Tanzania Commission for Universities	<p><b>22. Yunus Mgaya</b>  <b>Title:</b> Executive Secretary  <b>Organization:</b> Tanzania Commission for Universities  <b>Email:</b> <a href="mailto:yunusmgaya@gmail.com">yunusmgaya@gmail.com</a></p>
WIOMSA	<p><b>23. Julius Francis</b>  <b>Title:</b> Executive Secretary  <b>Organization:</b> Western Indian Ocean Marine Science Association  <b>Email:</b> <a href="mailto:julius@wiomsa.org">julius@wiomsa.org</a></p> <p><b>24. Lilian Omolo</b>  <b>Title:</b> Operations and Administration Officer  <b>Email:</b> <a href="mailto:lilian@wiomsa.org">lilian@wiomsa.org</a></p>
	<p><b>25. Amb. Boniface Muhia</b>  <b>Title:</b> Ambassador of Kenya to Tanzania  <b>Email:</b> <a href="mailto:ambmuhia@gmail.com">ambmuhia@gmail.com</a></p>

UNEP	<p><b>26. Dixon Waruinge</b>  <b>Title:</b> Head, Nairobi Convention  <b>E-mail:</b> <a href="mailto:Dixon.Waruinge@unep.org">Dixon.Waruinge@unep.org</a></p>
	<p><b>27. Theuri Mwangi</b>  <b>Title:</b> Nairobi Convention Secretariat  <b>Email:</b> <a href="mailto:Theuri.Mwangi@unep.org">Theuri.Mwangi@unep.org</a></p>
	<p><b>28. Robert Wabunoha</b>  <b>Title:</b> Regional Coordinator for Environmental Governance, UNEP ROA  <b>Email:</b> <a href="mailto:Robert.Wabunoha@unep.org">Robert.Wabunoha@unep.org</a></p>
	<p><b>29. Hellen Ojiambo</b>  <b>Title:</b> Programme Assistant, Nairobi Convention  <b>Email:</b> <a href="mailto:Hellen.Ojiambo@unep.org">Hellen.Ojiambo@unep.org</a></p>
	<p><b>30. Marlyn Omondi</b>  <b>Title:</b> Nairobi Convention Secretariat  <b>Email:</b> <a href="mailto:Marlyn.Omondi@unep.org">Marlyn.Omondi@unep.org</a></p>
	<p><b>31. Angela Kariuki</b>  <b>Title:</b> Law Division  <b>Email:</b> <a href="mailto:Angela.Kariuki@unep.org">Angela.Kariuki@unep.org</a></p>
	<p><b>32. Serah Shaiya</b>  <b>Title:</b> Ecosystems Division  <b>Email:</b> <a href="mailto:Serah.Shaiya@unep.org">Serah.Shaiya@unep.org</a></p>

**ANNEX II**

**AGENDA**

**UNITED  
NATIONS**

**EP**

UNEP/DEPI/EAF/NEG ICZM/2016/2a



**United Nations**

**Environment**

**Programme**



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**The Third Negotiations Meeting  
on the Integrated Coastal Zone Management (ICZM) Protocol  
of the Nairobi Convention for the Protection, Management and Development of  
the Marine and Coastal Environment of the Western Indian Ocean**

*Zanzibar Tanzania, 21-24 November 2016.*

**Provisional Agenda**

1. Opening Addresses
  - a) Nairobi Convention Secretariat
  - b) Chair of Bureau - Government of Seychelles
  - c) Representative of the Government of Tanzania
2. Organizational matters:
  - a. Election of officers;
  - b. Adoption of the agenda;
  - c. Organization of work.
3. Draft Guidelines for Drafters and Negotiators; and Negotiation Skills
4. Overview of the Text of the 2<sup>nd</sup> Negotiated Draft of the ICZM Protocol
5. Negotiations on articles of the 2<sup>nd</sup> Negotiated text of the ICZM Protocol
6. Closure of the Meeting.

### **Annex III: GROUP PRESENTATIONS ON THE PROPOSED STRUCTURE FOR ANNEX 9 OF THE ICZM PROTOCOL**

#### **Group One Presentation**

##### **Slide 1: ICZM Tools and Instruments**

- List as many as possible of the ICZM tools and instruments. Rank their relevance to ICM
- Provide a good definition of ICZM tools and Instruments
- Define legal, institutional, administrative, planning and market-based instruments as used in the implementation of ICZM
- How can we monitor the success of ICZM implementation through framework indicators?

##### **Slide 2: ICZM Tools and Instruments: General Definition**

- Instrument: a measuring “device” used to gauge the level, position, speed etc. of something...
- A tool is a technical object used to carry out a particular function (Merriam Webster dictionary)

##### **Slide 3: Provide a good definition of ICZM tools and instruments**

- Definition of instruments and tools is given in the following slides

##### **Slide 4: List as many as possible of the ICZM tools and instruments: Rank their relevance to ICZM**

- Legal (3)
  - Institutional (1)
  - Administrative (4)
  - Planning (2)
  - Market based (6)
  - Information (5)
- The numbers refer to ranking with respect to relevance to ICZM

##### **Slide 5: Legal instrument- is a formal written document**

Tools include:

- Acts
- Policies
- Regulations
- Protocols
- Strategies
- Conventions
- Treaties
- Agreements

##### **Slide 6: Institutional Instruments**

- ICM committees
- National Environmental Authorities
- Sector Ministries
- Local government
- Municipalities
- Academic and Research institutions

##### **Slide 7: Planning: Document formally adopted under planning legislation by a state and used to manage, the use and development of land**

- Strategic environmental assessment
- Zoning and spatial planning
- Sensitivity mapping and vulnerability assessment
- Coastal setback lines

- Environmental Impact Assessment
- Environmental auditing
- Coastal strategies, plans and programmes
- Contingent planning
- Marine and coastal protected areas
- Disaster Risk Reduction
- Geographical Information Systems
- Remote sensing

**Slide 8:** Administrative: management of ICM affairs or the conduct of ICM affairs

NB: administrative instruments are embedded in the established institutions

Tools include:

- Licenses
- Permits
- Guidelines

**Slide 9:** Market based Instrument definition:

Policy instruments that use markets, price and other economic variables to provide incentives (for polluters) to reduce/eliminate negative environmental externalities

Tools include:

- Ecosystem valuation
- Taxes
- Subsidies
- Tradable permits
- Deposit refund systems

**Slide 10:** Information Instruments

- Such as public disclosure requirements and awareness/ education campaigns that may positively affect environmental quality allowing consumers to make better informed choices e.g.
  - Labelling programmes for consumer products
  - Information disclosure programmes
  - Public awareness campaigns

**Slide 11:** How can we monitor the success of ICZM implementation through framework indicators

- Definition of indicators: "A measurement that provides a simplified view of a more complex phenomenon or provides insights about a trend or event that cannot be easily observed. Thus indicators both quantify information and simplify information" (Wg-ID 2002).
  - Environmental indicators
  - Socio-economic indicators
  - ICM evaluation indicators

**Slide 12:** Environmental Indicators

Broken down into:

- Descriptive indicators (describe the state of the environment in relation to a series of environmental issues e.g. Over-fishing or loss of biodiversity);
- Performance indicators (compare actual conditions and desired conditions expressed in terms of environmental targets);
- Ecosystems based approach (recognizes that humans are an integral component of the ecosystem).

**Slide 13:** Performance Indicators

- Performance evaluations (assess the extent to which an ICM effort has been implemented and quality of the implementation);
- Management capacity evaluations (assess the adequacy of structures and processes to perform ICM tasks and activities);
- Outcome evaluations (assess the impacts of ICM efforts in environmental and socio-economic terms).

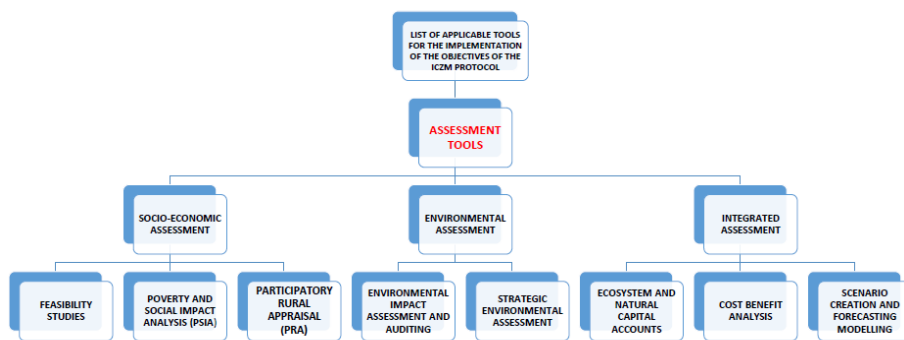
**Slide 14:** Reference

Beifiore, S., Balgos, M., McLean, B., Galofre, J., Bladyes, M., and Tesch, D. 2003. A reference Guide on the Use of Indicators for Integrated Coastal Management. UNESCO Manuals and Guide 45: 127pp.

## Group 2 Presentation

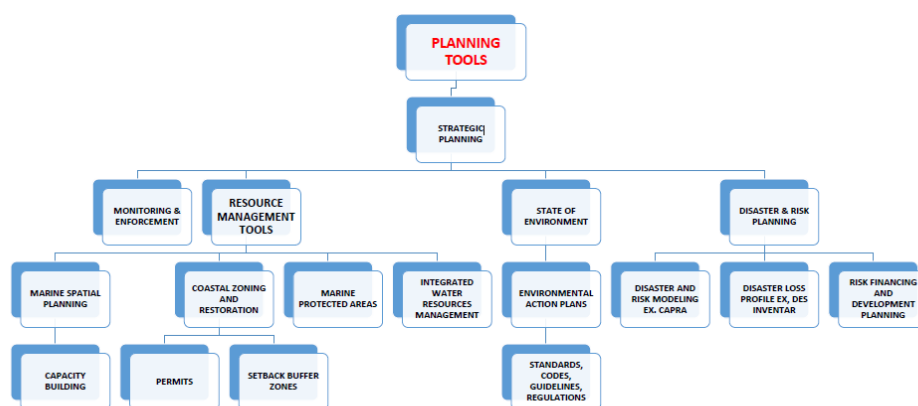
### Slide 1: Assessment tools

# ASSESSMENT TOOLS



### Slide 2: Planning Tools

## PLANNING TOOLS



### Slide 3: Tools and Instruments

<p><b>Tools</b> A set of diverse methodologies or approaches used in integrated coastal zone management that are applied in data collection, planning, assessment, integration, implementation, response or evaluation processes</p>	<p><b>Instruments</b> A set of policy, planning, legal, institutional, economic and technology based measures aimed at implementing the purpose, goals, principles and objectives of the ICZM Protocol</p>
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### Slide 4: Definition of various instruments

<p><b>Legal Instruments</b> International treaties, conventions and protocols or national laws, regulations, standards and other measures that regulate the application of integrated coastal zone management at the global, regional or at national level.</p>	<p><b>Planning Instruments</b> Strategic measures aimed at guiding decision makers in the immediate and future allocation of interventions towards sustainable management of coastal resources in accordance with the objectives of the Protocol.</p>
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### Slide 5: definition of Various Instruments

<p><b>Institutional/Administrative Instruments</b> Specific measures at guiding institutional mechanisms in implementing coastal resources management programmes and plans such as capacity building, mainstreaming environmental education and awareness, public participation, information dissemination and consultations.</p>	<p><b>Market Based Instruments</b> These are a set of economic measures designed to provide both incentives and disincentives with the aim of promoting conservation and sustainable management of the coastal resources while preventing negative forms of exploitation, resource depletion, pollution and environmental degradation.</p>
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### Slide 6: Monitoring ICZM Implementation- Framework Indicators

- Measuring Consensus Building at the local, national, regional and the global level.
- Conflict management
- Bargaining and negotiations
- Participatory approaches
- Sustainability indicators – Resource Abundance; Value addition to natural capital
- Sustainable indicators – Resource abundance; Value addition to Natural capital

- Impact indicators
- Performance indicators
- Integration indicators – multidisciplinary management involving all sectors –at policy, legislative and sector levels and even at regional level)

### Group 3 Presentation

1. Provide a good definition of ICZM tools and instruments

ICZM tools are understood as those technical measures or those measures used at managing coastal resources

2. List as many as possible of the ICZM tools and instruments. Rank their relevance to ICZM

- Tools:
  - ✓ Technical measures : GIS; MPA or Area Based Management; Coastal set back line; Land use planning and MSP; Seasonal and spatial restrictions of certain activities (eg. fisheries); disaster risk management; remote sensing; climate change adaptation
  - ✓ Regulatory measures (institutional and administrative) : EIA; SEA; Policies; Strategies; Action Plans; Ecosystem Approach; Precautionary Approach; management of fishing capacity
  - ✓ Economics measures: Taxes; Incentives (positives and negatives); buy back measures

3. Define legal, institutional, administrative, planning, and market-based instruments as used in the implementation of ICZM:

- Legal instruments: law full measures/mechanisms that are binding to implement ICZM
- Institutional instruments: bodies set up the implementing and coordinating the activities undertaken thereon
- Administrative instruments: adopted measures for implementing ICZM
- Planning instruments: (process making plan to implement ICZM) identified goals objectives to be achieve, formulating strategies to achieve them arranging or creating the means required, measures aimed at guiding future development
- Market-based instruments: measures market , prices and others economics variables to provide incentives for the sustainable management of coastal resources

4. How can we monitor the success of ICZM implementation through framework indicators?

- Periodic data collection
- Regular assessment
- Periodic research
- Socio-economic assessment
- Environmental auditing

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