

## **ANNEXURE 8a-e : GEF STANDARD ANNEXES**

- 8a Letters of Endorsement**
- 8b Letters of Co-Finance**
- 8c Project Site Map**
- 8d Stakeholder Involvement Plan**

### **8a) LETTERS OF ENDORSEMENT BY GEF Operational Focal Points**

The signatures of GEF Operational Focal Points are attached here within this Annexure.

<b>Country</b>	<b>Date of Endorsement</b>	<b>Name and Position of OFP</b>
Burundi	June 2000	Director General Environment
DRC	October 2004	Director Environment, Kinshasha
Tanzania	September 2004	PS Vice Presidents Office
Zambia	August 2004	Director Environment

**REPUBLIQUE DU BURUNDI  
MINISTRE DE L'AMENAGEMENT DU  
TERRITOIRE ET DE L'ENVIRONNEMENT**



**INSTITUT NATIONAL POUR L'ENVIRONNEMENT ET LA CONSERVATION DE LA NATURE**

B.P.56 • GITEGA • Tél. : 040 3030 / 040 3031 / 040 3032 / 040 3033

Reçu le <b>10 Jui</b> 2000	<b>1547</b>	<b>2000</b>	<b>1547</b>
	<b>Action</b>	<b>Info</b>	
AR			
DRR			
Sec. Prog.			
Sec. Humain.			
Sec. O. Environ.			
Sec. Fin.			
Sec. Adm.			
Sec. Sec.			
Gitega, le <b>10-10-2000</b>			
A Monsieur le Représentant Résident du PNUD à <b>BUJUMBURA</b>			

N.Réf. : **29** /DG.10.3.1/INECN/00

V.Réf. :

Objet : Endossement du Projet de « Mise en Place de Propositions de Projets et de Mécanismes de Financement Détaillés Régionaux et Nationaux pour la Mise en Œuvre du Programme d'Action Stratégique (PAS) du Lac Tanganyika et de la Convention.

Monsieur le Représentant Résident,

J'ai l'honneur de vous transmettre en annexe à la présente, le Projet ci-dessus mentionné afin que vous le soumettiez au GEF pour financement. Ce Projet est d'intérêt régional et concerne les quatre pays riverains du Lac Tanganyika (Burundi, République Démocratique du Congo, Tanzanie et Zambie).

En effet, Monsieur le Représentant Résident, ce document en annexe a été discuté à la Sixième Réunion du Comité de Direction Régional du Projet sur la Biodiversité du Lac Tanganyika tenue à Lusaka en Zambie, du 4 au 5 mai 2000. Le Burundi participait à cette Réunion de Lusaka. Les objectifs et les actions proposés dans le document et les résultats attendus cadrent bien avec les priorités et les préoccupations majeures du Pays en ce qui concerne la protection de la Biodiversité du Lac Tanganyika.

Le Burundi, l'un des principaux initiateurs du Projet sur la Biodiversité du Lac Tanganyika, est favorable pour le financement de ce Projet Régional.

Veuillez agréer, Monsieur le Représentant Résident, l'assurance de ma haute considération.

Le Directeur Général de l'INECN et  
Point Focal Opérationnel du GEF

**KARIMU MURYANGO.-**

C.P.I.à :

- Monsieur le Ministre de l'Aménagement du Territoire et de l'Environnement
- Madame Kelly WEST

à

**BUJUMBURA.**



Telex: ZA 45510  
Telefax: 223930  
Email: mtenrps@coppemnet.zm



**MTENR/6/7/73** Date 22  
Email: mtenrps@copper

**REPUBLIC OF ZAMBIA**  
**MINISTRY OF TOURISM, ENVIRONMENT AND NATURAL RESOURCES**  
**OFFICE OF THE PERMANENT SECRETARY**

**KWACHA I  
CAIRO  
P. O. BOX  
10101 LU**

18<sup>th</sup> August 2004

Leonard Good  
CEO & Chairman  
The Global Environmental Facility  
1818 H Street, NW, MSN G 6-602  
Washington, DC 20433  
**USA**  
Telephone: (202) 473-0508  
Fax: (202) 522-3240/3245

Your Excellency,

**RE: ENDORSEMENT OF THE LAKE TANGANYIKA MANAGEMENT  
PLANNING PROJECT BY THE GOVERNMENT OF THE REPUBLIC OF  
ZAMBIA**

The Government of the Republic of Zambia acting through the Ministry of Tourism, Environment and Natural Resources, hereby submits a Project Proposal to be considered for financing by the Global Environmental Facility (GEF), entitled **"Lake Tanganyika Management Planning Project"**.

The Government is very pleased to endorse the Lake Tanganyika Management Planning Project which has both regional and national components. The Government is fully committed to the implementation of the national components under the proposed National Execution modalities with support from the United Nations Development Programme (UNDP) Country Office. The Government will also endeavour to provide the necessary support to the regional components that will coordinate the entire Project. The Government considers the Lake Tanganyika Management Planning Project very vital not only in terms of

biodiversity conservation and effective management of the lake but also to the improvement of the Fisheries industry. This would contribute to the generation of employment, community empowerment through the devolution of power, sensitization on HIV/AIDS and gender and poverty reduction.

As Mpulungu is a border town, the interaction of people is immense and this poses a challenge to the mitigation of HIV/AIDS. Hence this Project would contribute to the national effort on HIV/AIDS and gender issues that are also being addressed in the Millennium Development Goals (MDGs).

In this regard, the Government is committed to provide funding amounting to six hundred and fifty two thousand (652,000) USD towards the implementation of the national components and will provide any support required for the successful implementation of the Lake Tanganyika Management Planning Project and its Regional Coordinating Unit.

We trust, Your Excellency, that this Project Proposal will meet your most favourable consideration.

With the highest consideration,



**K. Nkowan (Dr.)**

Director/GEF Operational Focal Person

Environment and Natural Resources Management Department

For/ Permanent Secretary

**MINISTRY OF TOURISM, ENVIRONMENT AND NATURAL RESOURCES**

THE UNITED REPUBLIC OF TANZANIA

Telegrams: "MAKAMU",  
Telephone: 2113983/2118416,  
Fax: 2125297/2113856  
E-mail vpdoe.go.tz; sotchair@africaonline.co.tz  
In reply please quote:



VICE-PRESIDENT'S OFFICE,  
P. O. BOX 5380,  
DAR ES SALAAM,  
TANZANIA

**Our Ref BA 23/101/01/44**

**08/09/2004**

Dr. Leonard Good,  
Chief Executive Officer and Chairman,  
GEF Secretariat,  
1818H Street NW,  
Washington DC 2040433,  
USA  
Fax: 202 522 3240/3245

**RE: LAKE TANGANYIKA INTEGRATED ENVIRONMENTAL  
MANAGEMENT PROGRAMME; AND BIODIVERSITY  
CONSERVATION PROJECT – TANZANIA COMPONENT**

Kindly refer to the above-captioned subject.

As you know Tanzania has, at various stages, participated in the formulation of the Lake Tanganyika Environmental Management Programme, as well as in the formulation of the Tanzania Component of the Lake Tanganyika Biodiversity Conservation Project. Both the programme and the project have been finalized and submitted to us for our scrutiny and endorsement.

I take pleasure to transmit to you the endorsement by the Government of the United Republic of Tanzania, to both the Programme and the Tanzania Component of the Biodiversity Project. I would like to also take this opportunity to kindly request GEF to provide funds amounting to US\$

14,200,000 for the implementation of the Programme; and US\$ 2,648,750 for the Tanzania component of the Biodiversity Conservation Project as detailed in the Project documents.

I further confirm the Government's commitment to providing an in-kind contribution of US\$ 937,500 towards the success of the programme, and a further in-kind contribution through bilateral arrangements, to facilitate the implementation of the Tanzania component of the Lake Tanganyika Biodiversity Conservation Project.

We thank you for your continued cooperation.

Yours Sincerely,



M.I. Mushi

**PERMANENT SECRETARY**

CC: Mr. John Hendra – U.N. Resident Representative and  
Coordinator of the U.N. System in Tanzania;  
**DAR ES SALAAM.**

Dr. Alan W. Rodgers,  
UNDP/GEF Regional Technical Advisor.  
**NAIROBI - KENYA**

REPUBLIQUE DEMOCRATIQUE DU CONGO  
MINISTERE DE L'ENVIRONNEMENT, CONSERVATION  
DE LA NATURE, EAUX ET FORETS

Kinshasa, le 07 OCT. 2004.



Secrétariat Général à l'Environnement,  
Conservation de la Nature, Eaux et Forêts

N° 053 /SG.ECN/DDD/BV/ 2004

**DIRECTION DE DEVELOPPEMENT DURABLE**

**Point Focal Opérationnel FEM**

A Monsieur Frank PINTO  
Exécutif FEM/PNUD  
New York  
USA  
FAX : 001-212-6589172  
e-mail : frank.pinto@undp.org

**Objet : Lettre d'endossement pour le programme  
de gestion environnementale intégrée  
du Lac Tanganyika (PDF-B).**  
**Volet : Eaux internationales**  
**N° du projet : PIMS 1941**

Monsieur le Coordonnateur Exécutif,

En ma qualité de Point Focal Opérationnel du Fonds pour l'Environnement Mondial (FEM) de la République Démocratique du Congo, j'ai l'honneur d'endosser par la présente la requête soumise par mon pays en rapport avec le Programme de Gestion Environnementale intégrée du Lac Tanganyika.

La participation de mon pays à cette activité, revêt un intérêt capital pour le contrôle de la pollution qui sévit sous différentes formes dans le lac Tanganyika et ayant un impact négatif sur la diversité biologique aquatique. Elle permettra d'approfondir les études de riposte et partant d'identifier les mesures de conservation à même de nous préserver contre cette pollution.

Ainsi donc, je désigne le Programme des Nations Unies pour le Développement (PNUD) comme notre Agence d'Exécution.

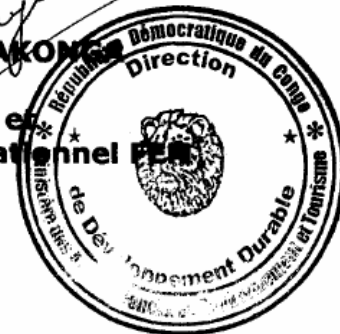
Veillez agréer, Monsieur le Coordonnateur Exécutif, l'assurance de ma considération distinguée.

CC : à

- Monsieur le Représentant Résident du PNUD en R.D.C.
- Monsieur Abdoulaye NDIAYA,  
Coordonnateur sous-Régional  
e-mail [abdoulaye.ndiaye@undp.org](mailto:abdoulaye.ndiaye@undp.org)
- Monsieur Benoit Bihamiriza  
Coordonnateur Régional du Projet UNDP/GEF-UNOPS  
Gestion du Lac Tanganyika  
Fax : 0255-22 213 59 66  
e-mail : [benoit@unopsmail.org](mailto:benoit@unopsmail.org)

**KASULU SEYA MAKOMBE**

**Directeur et  
Point Focal Opérationnel**



## 8b) LETTERS OF CONFIRMATION OF COFINANCE

Eight Letters of Confirmation are attached:

- From IUCN for 1.0 million \$
- From Nordic Development Fund for potential 4.5 million \$
- African Development Bank for 30 million \$ (Amount upgraded to 36 mill\$)
- Private Sector Contribution to Waste Water in Burundi (0.89 mill \$)
- Government of Tanzania for
- Government of Burundi for
- Government of DRC for
- Government of Zambia

World Headquarters

Rue Mauverney 28

CH-1196 Gland

Switzerland

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Fax: +41(0)22 999 00 02

E-mail: [mail@hq.iucn.org](mailto:mail@hq.iucn.org)

www: <http://iucn.org/>



Dr Alan Rodgers  
UNDP  
P.O. Box 30218 GPO  
Nairobi  
KENYA

16 September 2004

Dear Dr Rodgers,

I am pleased to inform you that IUCN will support the implementation of the Conservation and Sustainable Management of the Lake Tanganyika Basin Project up to maximum of USD 1,000,000 for the period up to June 2006. This sum includes the project development, the inception phase and the implementation phase. These resources originate from the Water and Nature Initiative and are subject to the contractual obligations with the donor (Dutch Ministry of Foreign Affairs).

The exact details of all activities that will be carried out are to be specified in agreements between IUCN and the different project partners.

Please do not hesitate to contact Dr Ger Bergkamp – the Water and Nature Initiative Co-ordinator – if you have any questions or require any further information.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Achim Steiner". The signature is fluid and cursive, written over a light background.

Achim Steiner  
Director General

From	 <b>NORDIC DEVELOPMENT FUND</b> <Magnus.Magnusson@ndf.fi>
Date	Friday, August 20, 2004 5:10 pm
To	<benoitb@unopsmail.org>
Cc	<tdamhaug@c2i.net>, <Arnthor.Thordarson@ndf.fi>
Subject	RE: RE: RE: Lake Tanganyika Project: Kigoma WasterWaterTreatment Component: Special NDF Appraisal Mission

Dear Benoit,

Torbjörn Damhaug has informed me that he would be available for conducting the special NDF appraisal mission to Kigoma (via Dar es Salaam) during the first week (ten days) of September. I have asked Torbjörn to hereafter take direct contact with you and Katrin Lervik (who knows Torbjörn -both are Norwegian) with regard to detailed planning, timing etc. of the mission.

I am confident that the mission will be successful and provide us with sufficient information to move ahead with project preparation activities.  
If all works as planned, I will submit to the NDF-financed components to NDF's Board of Directors for approval at the Board meeting on 9 December (or a per-capsulum decision earlier if needed). Please note that my colleague Arnthor Thordarson will be in charge of project implementation activities after the credit agreement has been signed by the Government of Tanzania.

All the best and let's stay in touch.

Magnus Magnusson  
Regional Manager  
Nordic Development Fund  
P.O. Box 185  
FIN-00171 Helsinki  
Finland

**RE LETTERS OF CO-FINANCE FROM TANZANIA and ZAMBIA – THESE ARE WITHIN THE LETTERS OF ENDORSEMENT – SEE ABOVE**

**Tanzania**  
**Zambia - 652,000\$ - in Kind.**

# AFRICAN DEVELOPMENT BANK GROUP

AGRICULTURE AND RURAL DEVELOPMENT DEPARTMENT  
CENTRAL WEST (OCAR)



REFERENCE : OCAR.3/LT/ADI/2004/09/006

DATE : **10 SEP 2004**

## MANAGER

Mr. Alan RODGERS  
Regional Coordinator  
Sub Regional Office  
P.O. Box 1041  
ARUSHA (Tanzania)  
Fax : (255) 27 2508609

SUBJECT : **Project to Support the Lake Tanganyika Integrated Regional Development Programme (PRODAP)**

Dear Sir,

We acknowledge receipt of your message dated 01 September 2004 whereby you requested the Bank to reiterate its commitment to co-finance the above-mentioned programme.

We are pleased to inform you that the Bank has earmarked an amount of UA million 24.96 equivalent of 36.94 USD million to co-finance the programme. A presentation of the programme to our Board of Directors for approval has been scheduled for 27 October 2004. We appreciate the cooperation initiated between the Bank and UNDP/GEF and look forward to seeing it strengthened through the regional integrated project for Lake Tanganyika.

Sincerely yours.

J. P. RIGOULOT



## COMPLEXE TEXTILE DE BUJUMBURA

Production et Commercialisation de fil et des tissus

N.Réf : 757/4832 /M.W/d.b/2004  
V.Réf :

Bujumbura, le 5/10/2004

**Objet** : Votre lettre  
n° 262/2004/DT/NB.J

✓ A Monsieur le Directeur Général  
des SETEMU

à  
**BUJUMBURA.-**

Monsieur le Directeur Général,

Faisant suite à votre lettre du 05 Octobre 2004 et dont la référence est reprise en marge, nous avons l'honneur de vous annoncer que notre station fonctionne correctement.

En effet, pour maîtriser la gestion des eaux usées de notre industrie et ainsi contribuer à la lutte contre la pollution et à la protection de la biodiversité du Lac Tanganyika, nous avons fait fonctionner notre station de prétraitement pour un montant équivalant à plus de 133 000 dollars américains afin que notre station puisse être raccordée à la station d'épuration des eaux usées de la ville au lieu de les rejeter directement dans le milieu naturel.

Veuillez agréer, Monsieur le Directeur Général, l'assurance de notre considération distinguée.

LE DIRECTEUR GENERAL,

Melchior WAGARA.

**C.P.I. à :**

- Monsieur le Ministre de l'Aménagement du Territoire,  
de l'Environnement et du Tourisme
- Monsieur le Ministre du Commerce et de l'Industrie
- Monsieur le Directeur Technique du COTEBU  
à **BUJUMBURA.**

REPUBLIQUE DU BURUNDI  
MUNICIPALITE DE BUJUMBURA

Bujumbura,

05 000 000



B.P. 2845 BUJUMBURA  
Tél. 22 4927-22 3901-22 3644

To : Dr Alan Fax: 254 2062466  
From : Gabriel

V/Réf. :  
N/Réf. : 263/2004/DTIMB-J  
Objet : Maîtrise de la qualité de l'eau  
dans la ville de Bujumbura.

A l'attention du Dr Alan Rodgers.

Monsieur,

Dans le souci de la protection de la biodiversité du Lac Tanganyika et de la Lutte contre la pollution, j'ai l'honneur de vous faire savoir que les Services Techniques Municipaux (SETEMU) sont très concernés par le Projet de Maîtrise de la gestion des eaux usées que notre pays a transmis au GEF pour financement.

Etant donné que l'activité de l'assainissement de la ville de Bujumbura fait partie de nos activités quotidiennes, nous voudrions vous annoncer que la contribution dans le projet de la Maîtrise des eaux usées est estimée à 500.000 dollars américains.

LE DIRECTEUR GENERAL,

NGOWENUBUSA Céleus.

C.P.I. à :

- Monsieur le Ministre de l'Aménagement  
du Territoire, de l'Environnement et du Tourisme  
à  
**BUJUMBURA.-**



TELEX - 5199

AVENUE DE L'IMPRIMERIE

FAX - 26256

COMPTE BRB 1123/063 - COMPTE BANCOBU 16196 / 97 - COMPTE BBCI 1461/40

THE UNITED REPUBLIC OF TANZANIA

Telegrams: "MAKAMU",  
Telephone: 2113983/2118416,  
Fax: 2125297/2113856  
E-mail vpdoe.go.tz; sotchair@africaonline.co.tz  
In reply please quote:



VICE-PRESIDENT'S OFFICE,  
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DAR ES SALAAM,  
TANZANIA

**Our Ref BA 23/101/01/44**

**08/09/2004**

Dr. Leonard Good,  
Chief Executive Officer and Chairman,  
GEF Secretariat,  
1818H Street NW,  
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Fax: 202 522 3240/3245

**RE: LAKE TANGANYIKA INTEGRATED ENVIRONMENTAL  
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We thank you for your continued cooperation.

Yours Sincerely,



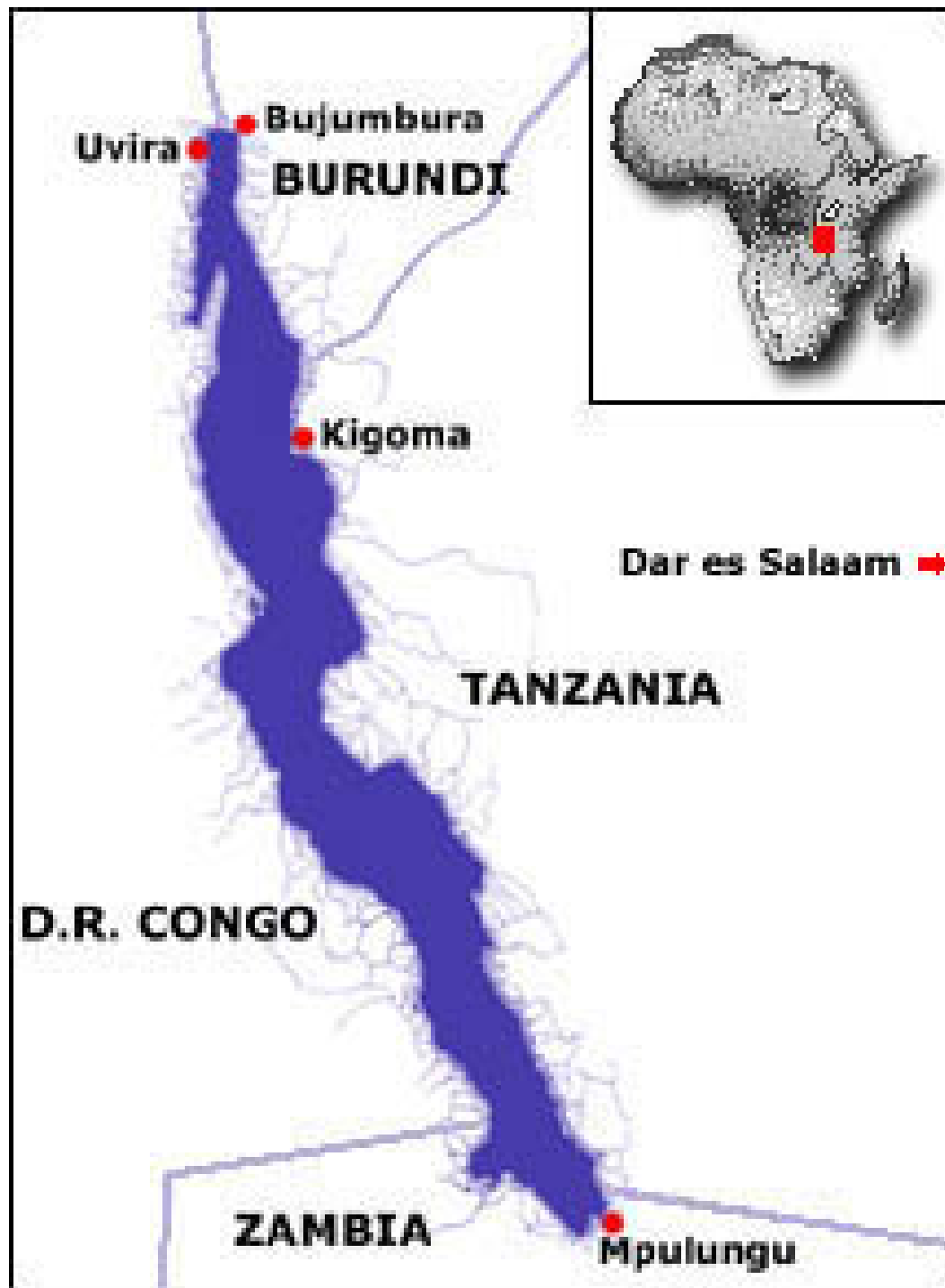
M.I. Mushi

**PERMANENT SECRETARY**

CC: Mr. John Hendra – U.N. Resident Representative and  
Coordinator of the U.N. System in Tanzania;  
**DAR ES SALAAM.**

Dr. Alan W. Rodgers,  
UNDP/GEF Regional Technical Advisor.  
**NAIROBI - KENYA**

**ANNEX 8 d : MAP OF LAKE TANGANYIKA REGION SHOWING MAIN TOWNS**



## **ANNEX 8e STAKEHOLDER INVOLVEMENT PLAN**

### ***1 Details of Stakeholder Interactions:***

The project development phase started with a series of meetings at Regional, National and District level. Regional and National Steering Committees were created and national working groups which included representation from District Government and Civil Society the “Principal Stakeholders”.

Specific objectives of these meetings were:

- To introduce and brief the stakeholders on the GEF PDF B Lake Tanganyika Project: its objectives, outcomes, outputs and tasks.
- To learn of stakeholders expectations and understand their interests and concerns priorities within the large Strategic Action Programme for Lake Tanganyika;
- To identify strengths, weaknesses, opportunities and threats among the stakeholders.

The PDF B gathered and compiled available information on:

- On-going initiatives that are relevant to the SAP
- Resource surveys, and resource utilization
- Changes to the Threat Analysis of the TDA.
- Existing policy analysis process
- Review of lessons learnt and experiences of relevance to this project.
- Organize the Stakeholder Planning workshops and
- Develop the project brief

A series of informal and formal short meetings between the project and various stakeholders followed these inception workshops. Most of the meetings were between the Working Group and specific stakeholder groups. These meetings gave directions for the planning of the four consultancies studies including drafting their terms of references. The studies were also conducted through participatory methodologies by consultations with stakeholders at national, districts and sub county levels.

On completion of fieldwork and draft reports by the consultants the Vision and Strategy Workshop was organized. The workshop was held in Jinja from 20<sup>th</sup> to 21<sup>st</sup> June 2002. The objectives were :

- Develop the Vision, Goal and Purpose of the Project.
- Select project field sites
- Develop strategies for achieving the validated objectives.
- Develop broad actions and action plans.
- Develop Monitoring and Evaluation framework.
- Define the next steps.
- 

The composition of the workshop participants remained as for the Mbarara Inception workshop. The workshop objectives were ambitious and could not all be met in the two and half days however the first three objectives were fully covered. The workshop outputs were the followings:

1. Project Vision, Goal and Purpose
2. Agreed project sites
3. Identified major conservation issues, elaboration on root causes and strategies.
4. Consultation be sought with donors operating in the AR area to prepare co funding.
5. That the project development workshop be held at district level to discuss all the findings and develop a log-frame for the project.
6. That the studies conducted will be synthesized into one document, and used to sharpen the underlying causes and strategies for inclusion in the Project Document

1. The time framework for the activities ahead aimed at submitting the Project Document to Ministry of Finance and Economic Development (MoFEP) by September 2002. But if there is an extension for a maximum of two months, this may be sufficient to compensate for the time lost due to the delays in start up of the planning process. For that matter, the latest time for submission of the Project Document would be November 2002.
  - The final National Consensus Workshop popularity known as the Hoima workshop was held on the 30<sup>th</sup> October to 1<sup>st</sup> of November in Hoima town. Key participants were from the districts and sub-counties of the project sites, and the national level stakeholders remained as for the Jinja workshop. The objectives of the workshop was to:
    - Confirm the project Goal and purpose defined in the Jinja workshop
    - Carry out a situation analysis of the conservation issues of the forests in the Albertine rift (Kyenjojo, Kibale, Hoima and Masindi Districts)
    - Develop log-frame for the ARFCS that defines Objectives, Outputs/ Activities, indicators, and means of verification, risks and assumptions.
    - Develop a broad Monitoring and Evaluation framework
    - Develop framework for implementation modalities.

The workshop objectives were satisfactorily achieved with the exception of the formulation of the monitoring and evaluation framework. The following additional commitment for consultations was arrived at the closing of the workshop.

- WWF shall support the process of project proposal development until completion
- Workshop views and expectations will be considered in project brief documentation
- Stakeholders will be continuously updated on the Project development progress
- The Project leader will volunteer if invited to pay visit to Kibale district and work with the DFO and DEO to explain the issues of forests on private land.

## ***2 Public Participation Mechanisms and Participation Principles:***

*The process of stakeholder participation in the GEF Lake Tanganyika Project has been guided by a clear set of principles: These are:*

<b>Principle</b>	<b>Stakeholder participation will:</b>
Value Adding	be an essential means of adding value to the Lake Project
Inclusivity	include all relevant stakeholders
Accessibility/Access	be accessible and promote access to the process
Transparency	be based on transparency and fair access to information
Fairness	ensure that all stakeholders are treated in a fair and unbiased way
Accountability	be based on a commitment to accountability by all stakeholders
Constructive	seek to manage conflict and promote the public interest
Redressing	seek to redress inequity and injustice
Capacitating	seek to develop the capacity of all stakeholders
Needs Based	be based on the needs of all stakeholders
Flexible	be flexibly designed and implemented
Rational & Coordinated	be rationally planned and co-ordinated, and not be <i>ad hoc</i>
Excellence	be subject to ongoing reflection and improvement

<b>Stakeholders</b>	<b>Interests in Project</b>	<b>Influence on Project</b>	<b>Impact of Project &amp; Mitigation</b>
<u>Statutory Environmental Management Agencies</u> These are Environment Departments (Authorities, and Councils)	Project directly promotes their corporate mission	Direct oversight for key project components. Co-ordination role Participation in Project Committees	Project will intensify activity Project will draw on technical and human resources.
<u>International Agency</u> , eg UNDP, UNOPS, FAO AfDB & Donor Partners.	Project directly promotes mission. Donor partnership is promoted	Direct responsibility for key project components. Participation in Oversight Committee	Project will impose considerable administrative responsibility.
<u>Government Bodies</u> : National Govt.: Ministries for Water Land, Agric, Natural Resources. Local Government at District Level and City/Town Councils.	Project aligns with, and promotes policy at all levels; Project gives opportunities for integrated action on key government policy initiatives, such as the CBNRM. Capacity building and empowerment of local government.	Decision making powers vest in Government on a range of matters; Existing law and policy will act as a legal framework for project activities	Project will impose administrative responsibility  Government bodies will need to ensure alignment with policy. Project will impact on human and financial resources
<u>The Private Sector</u>  Industries in Kigoma and Bujumbura	Support to Waste-Water Project activities (either directly as in Co-Finance) or by compliance.	Project partnerships	The benefits from urban waste-water management should outweigh costs of involvement.
<u>International NGOs / CGIAR Agencies</u> Members of implementation partnership. IUCN, WWF, ICRAF	Long-term interest in the conservation of Lakes Area and so of project	Project partnership, with direct responsibility for implementation	Partnership recognition.
<u>National Civil Society - NGOs</u> : Eg TACARE of JGI in Tanzania. Newer NGOs in Uvira area of east DRC	Project Partnerships, distinct roles in implementation	Direct Responsibility for some project implementation	Project will impose on capacity of some organizations to deliver efficient and effective service. But project provides support for this and develops NGO capacity and profile.
<u>Local Level CBO / NGO</u> :	Project to support them to increase capacity for sustainable natural resource management activities. Education and awareness can be raised	Involved with local governance and service provision	Project will impose on capacity of organizations to deliver efficient and effective service
Local community resource user groups	Local capacity will be strengthened. This links to AIG activity. The activities of illegal NTFP users will be threatened by the project.	Groups are largely informal and still un-organized. Based in marginalized and poor communities. The project will give support and formality.	The group's activities will be supported by the project and incorporated in the collaborative agreement arrangements

### **The challenges in stakeholder participation are:**

The PDF B process through consultancy studies and national consensus workshops consistently identified lack of technical capacity among stakeholders to manage the Lake Catchment Resources as one of the major threats to sustainable conservation inputs. Inadequate human capacity both in skills and numbers were identified as one of the constraints in the management of the catchment resources.

Local communities do not have capacity to make decisions over natural resources management issues. Their rights have overtime been over shadowed by the government authorities. There is need to improve the capacities of the local governments to work with communities and civil society to integrate and mainstream conservation and environmental protection initiatives in their local development plans and prioritise their funding.

Lack of capacity by the hosts institutions in natural resources management to network and complement each other was identified during the PDF B as the major cause of weak institutional structural linkages and this at times have resulted in conflicts among stakeholders over implementation of conservation programmes.

### **Participation mechanisms:**

The project will provide the following opportunities for participation Support to capacity building through training and staff development for both local government communities in order to effectively implement and oversee the numerous and complex tasks of catchment and biodiversity conservation. Focal capacity building will be in: training in natural resource management planning, development of land-use and environmental management plans, alternative Income Generation activities and small-scale enterprise, conflict resolution skills, erosion control, participatory resource management techniques.

Raising awareness of stakeholders of conservation needs and of opportunities to participate in and/or support project activities. Pro-active engagement of the local governments, CBOs and NGOs to advocate and execute their rights, roles and responsibilities over the natural resources under their jurisdictions. Decision-making, through establishment of national and site specific project committees and processes. Conservation and Resource Committees and User Groups at the project sites.

Where new structures or forums will be established, the necessary support for their successful operation will be given by the project. This will include support in the facilitation of proceedings at local level. In these cases the process will be designed to consider the sustainability and ongoing effectiveness of these bodies. All relevant existing structures and fora in the area will be evaluated for possible involvement. Capacity Building – A comprehensive capacity building program will be designed and will be implemented during the lifetime of the project with an emphasis on technical and institutional development of the civil societies and the local governments. Skill development - will be directly addressed as an aspect of the economic development and conservation intervention components of the project.

## **Annex 9 Lake Tanganyika Integrated Regional Development Programme**

### **Description of Programme (From AfDB ProDoc June 2004)**

**Generalities.** The LTIRD was designed to implement the policies of the framework fisheries management plan (FFMP) and SAP II. It translates the determination of the partners involved (ADF, GEF, FAO, IUCN, NDF, EU, FINNIDA) to accompany the Governments in their efforts to lay the foundations of a sustainable management of the Lake and the resources of its basin. In addition to the policies of the FFMP and SAP II, the programme is also based on the general principles of the code of conduct for responsible fishing adopted by FAO in 1995, which on the whole seeks to maintain the quality, diversity and availability of fish resources in sufficient quantities for the present and future generations of the countries concerned. More globally, the programme falls within the policies of the Poverty Reduction Strategy Papers (PRSP) and the interim PRSP prepared by the States, which aim at a lasting and sustainable economic growth for poverty reduction. It incorporates the Bank's food security, poverty reduction, environmental protection and regional integration vision.

**Objectives and expected results:** The overall objective of the programme is to contribute to poverty reduction in the Lake basin. More specifically, it aims to improve food security and the welfare of the populations of the basin through good management of Lake Tanganyika. The programme has five components: A) Capacity building; (B) Fisheries development; (C) Rehabilitation of infrastructure and post conflict operations; (D) Environmental protection and biodiversity; and (E) Programme management. The results expected from the programme are: (i) the establishment of viable national and regional institutions for cooperation and integration; (ii) sustainable management of fish resources and their enhancement; (iii) sustainable improvement of water quality; (iv) promotion of sustainable development initiatives in the basin; (v) strengthening of local, national and regional institutional capacities; (v) development of joint management measures of the Lake at the regional level; and (vi) establishment of an integrated regional monitoring, information and communication system.

#### **Detailed description of the components**

**Component A: Capacity building.** The component seeks to beef up the capacities of national and regional institutions with a view to a sustainable and integrated management of Lake Tanganyika and its natural resources. In particular, it will enable (i) the support to the establishment of the Secretariat of the Lake Tanganyika Authority (LTA); (ii) support to the improvement and harmonisation process of fishery and environmental policies and regulations; (iii) support for the drawing up of the economic and social master plan of the lake basin; (iv) support for the administration of fisheries and fish research stations in the areas of fisheries planning and back-up research; (v) development of a permanent regional monitoring and communication system; and (vi) the implementation of training for the executives of the national institutions and NGOs involved in the programme. This component also seeks to strengthen the local communities in the areas of socio-professional organisation, natural resources management and environmental protection.

**Component B: Fisheries development.** The aim of this component is to ensure a sustainable exploitation of the fish resources and an environmental preservation of the Lake. In particular, it will: (i) introduce the participatory management of fish resources by developing the joint fisheries management mechanism and the protection of the reproduction areas; (ii) establish a sustainable fishery statistics system with the constitution of computerised data bases; (iii) put in place a lake surveillance device with the effective participation of the fishing communities; and (iv) install basic infrastructure and equipment to enhance the products.

**Component C: Rehabilitation of infrastructure and local development initiatives.** The component seeks to improve the welfare of the communities through rehabilitation/reconstruction of the basic socio-economic infrastructure and the financing of the local development initiatives of the communities. The programme will in particular finance (i) through the local development funds, the construction of community infrastructure (class rooms, community health centres, latrines, drinking water points, rural markets, community lake transport, jetties, etc); (ii) reintegration micro-projects and diversification of activities in favour of the vulnerable populations; and (iii) rehabilitation of rural roads to open up the production areas and facilitate the free movement of persons and goods.

**Component D: Environmental management and conservation of biodiversity.** The component aims to finance a series of activities contributing to the protection of the environment and biodiversity of the Lake. They are in particular: (i) the construction of a wastewater treatment plant in Kigoma and Mpulungu and the commissioning of that of Bujumbura; (ii) the protection of 150,000 ha of catch basins; (iii) the harmonisation of environmental monitoring in the basin; (iv) environmental and health education (against HIV/AIDS, diarrhoea and malaria).

**Component E: Programme management.** The programme will initially be implemented by the interim Secretariat of the Lake Tanganyika Authority and, after ratification of the Convention, by the Secretariat. For purposes of efficiency, availability of infrastructure and accessibility, the Authority will be based in Bujumbura. The national implementation units will be established in the lakeside towns of the Lake in Bujumbura, Kigoma, Mpulungu and Kaliémie. A multi-sectoral steering committee will also be set up in each country. The national programme implementation units will play the role of coordinating and monitoring the activities. The technical implementation of field activities will be provided by the technical services of the States, notably the departments of environment, infrastructure, health, etc, NGOs and specialised local agencies.

**Institutional provisions.** The Convention on the sustainable management of Lake Tanganyika (ASMLT): Its duties will be to implement policies and decisions taken by the States, give scientific and technical opinions, prepare and propose programmes of action for approval by the States, negotiate with the donors, monitor the parameters of the Lake and approve the annual work programmes. It will comprise the representatives of the Ministries in charge finance, fishery, environment, water and the Executive Director of the Authority, and may, if necessary, be extended to other structures. The LTMC meets at least two times a year and the Executive Director of LTA will run its Secretariat. In each country, an inter-ministerial steering committee (NISC) will be set up. It will comprise a representative of the Ministries in charge of Finance, Fisheries, Environment, Water, Decentralised administrations and a representative of the private sector, two representatives of the civil society. The duties of the NISC are to consider and approve the programmes of activity and annual budgets, consider and adopt the status reports see to the application of the recommendations of the various supervision missions. Periodic project status reports, audit and follow-up reports will be addressed to them. An operational manual will be prepared to define the role of each of the partners and the work environment.

**Programme cost and financing plan.** The programme cost is about USD 81.42 million. In keeping with the financing plan hereunder, the programme will be jointly financed by African Development Bank (36.43%), the Global Environmental Facility (16.58%), the World Union for the Conservation of Nature (3.44%), the European Union (18.42), the Nordic Development Fund (14.74%), the Finnish Development Agency (46%), the World Organisation for Food and Agriculture (1.23%), the Governments and beneficiaries (5.50%) and the private sector (1.2%).

**NOTE THAT THIS ANNEX IS TAKEN FROM THE AFDB DOCUMENT OF JUNE 2004. The FIGURES CHANGE SLIGHTLY BETWEEN COMPOONENTS AND DONORS**

	ADF	GEF	IUCN	EU	NDF	FIN	FAO	GVT	BENEF	Private sector	TOTAL
Components											
<b>1. Strengthening of institutional capacities</b>											
1.1 Support to Lake Authority	0.70	3.50					0.40				4.60
1.2 Improvement and update of the policy frameworks	0.35						0.15				0.50
1.3 Technical supervision and training	5.09				1.80		0.20				7.09
1.4 Support to the installation of a monitoring system	0.50		1.00								1.50
<b>2. Fisheries development</b>											
2.1 Sustainable fisheries management support	10.32				1.75	1.00	0.25				13.32
2.2 Studies and back-up research	0.44					1.00					1.44
<b>3. Rehabilitation of infrastructure</b>											0.00
3.1 Community projects	2.15			5.00	3.05				1.24		11.44
3.2 Economic infrastructure	4.37			10.00							14.37
3.3 Education and health prevention	0.23										0.23
<b>4. Management of the environment and biodiversity</b>											0.00
4.1 Development of the catch basins	1.93	8.00	1.80								11.73
4.2 Waste water treatment		2.00			5.41					0.98	8.39
4.3 Environmental education	0.17										0.17
<b>5. Programme management</b>	3.41							3.24			6.65
Total cost	29.66	13.50	2.80	15.00	12.00	2.00	1.00	3.24	1.24	0.98	81.42

**Table 2: Programme cost estimate by source of finance and countries/beneficiaries in million USD**

	ADF	GEF	IUCN	EU	NDF	FINN	FAO	GVT	BENEF	PRIVATE	TOTAL	%
BURUNDI	0.00	2.50	0.00	5.00	0.00	0.00	0.00	0.47	0.00	0.98	8.95	11.0
DRC	10.07	2.50	0.00	5.00	0.00	0.00	0.00	1.05	0.46	0.00	19.08	23.5
TANZANIA	7.40	2.50	0.00	2.50	7.80	0.00	0.00	0.88	0.32	0.00	21.40	26.3
ZAMBIA	4.84	2.50	0.00	2.50	4.20	0.00	0.00	0.84	0.46	0.00	15.34	18.8
Lake Authority	7.35	3.50	2.80			2.00	1.00	0.00	0.00	0.00	16.65	20.4
Total cost	29.66	13.50	2.80	15.00	12.00	2.00	1.00	3.24	1.24	0.98	81.42	100

## ANNEX 10 Lake Tanganyika and Climate Change

### A) Introduction

Eastern Africa has a well documented and long history of climate change, across the Pleistocene / Holocene periods. The Pleistocene ice ages of northern regions were accompanied by dry cold periods in the tropics, with intervening wet warm periods. The last cold period (peaking less than 19000 years BP) led to the almost total drying of Lake Victoria. Sediment cores with pollen analysis have documented changing climates over the last few thousand years (Hamilton). More recent historical records documented rapidly changing lake levels in a lesser Rift Valley Lake (Rukwa) over the past 200 years (Rodgers). El-Nino phenomena led to higher lake levels (exacerbated by huge sediment loads in more shallow lakes (Rukwa and Manyara) in this past 5 years. The Great Lakes Region is clearly an area of rapidly changing climatic processes.

Some change is cyclical, with 10-11 and 30 year rainfall cycles, perhaps linked to sun-spot oscillations. But this last decade has seen growing concern with more anthropogenic climate change – global warming linked to greater and greater emissions of greenhouse gases, principally carbon dioxide. Unless such emissions are greatly curtailed, such warming patterns will be permanent and not cyclical or reversible in nature.

Global warming has now become an acknowledged fact within the African context, and the Great Lakes Region of East Central Africa is no exception. Studies suggest higher temperatures and greater aridity (longer dry seasons with more evapo-transpiration rather than significant absolute reductions in precipitation), together with more extreme climatic events are still to come<sup>1</sup>.

The ecological implications of this can be stated in general terms: greater aridity suggests a reduced woody vegetation cover, acting synergistically with present patterns of conversion of wooded habitats, dry-season fires, and so greater levels of bare soil and so both water based erosion (and so sedimentation), and wind based erosion and so greater dust levels. This latter consequence increases localized temperature increases, and reduced woody covers lowers carbon sequestration levels. Fire incidence will be increased. In turn generalized impacts on people can be visualized, cultivation will be more based on annual crops, with greater risk of crop losses, populations will move to more permanent water sources (lake shores), and livelihoods will be more fragile with greater incidence of poverty. This will increase pressure on natural resources (forest and fisheries) and so intensify this cycle of degradation. The Precautionary Principle suggests that action is taken to reduce the scale of impact of these potential changes, and that populations adapt to these changing circumstances. Impacts can be foretold for both fisheries themselves (due to postulated lake temperature changes) and for the lake watersheds as catchments continue to degrade.

### B) Recent Studies Documenting Warming in Lake Tanganyika:

Two recent studies (Verburg et al 2003 and O'Reilly et al 2003) have used historical (meteorological) and paleolimnological (carbon isotope signatures and modeling of thermocline density gradient) data to document warming trends in Lake Tanganyika. In the journal *Science* (July 2003), Verburg et al report that the surface waters of Lake Tanganyika have warmed 0.9 degrees Celsius since 1913 and more importantly, this has contributed to density differences between layers which inhibit mixing and thus the recycling of nutrients upwards. In the journal *Nature* August 2003, O'Reilly et al report that surface waters have warmed on average 0.1 degree Celsius per decade for the last three decades and that wind velocities have decreased about 30%, the combined effect of these factors being to increase stability of the lake's stratification and reduce mixing depth.

The scientific community does not dispute these trends in climate and water parameters. Some researchers, however, are concerned with the inferences drawn from these data. Verburg et al attribute a decrease in productivity offshore from Kigoma in the northern basin to the warming trend. O'Reilly et al infer a potential 20% reduction in primary productivity from carbon isotope signatures in cores which they maintain would be concordant with a 30% drop in fish yields due to lake warming.

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<sup>1</sup> Discussion papers from Dr J Lovett at University of York, UK; with reference to studies from climate group at University of Bonn, Germany. Whilst these centred on Tanzania forest scenarios the results are applicable to the Lake Tanganyika area.

Most fisheries resource managers on the lake have attributed fish declines to increases in fishing pressure and other direct anthropogenic activities (e.g. industrial pollution in Bujumbura Bay). Indeed, neither the Verburg or O'Reilly papers thoroughly analyzes the vast fisheries literature assembled from 1992-2000 by the FAO/FINNIDA Lake Tanganyika Research Project. Other reasons put forwards for reduced catches (by the same group of researchers) have been reduced stocks due to increased sediment loads in lake waters and so greater turbidity and habitat substrate change. We note that climate change has the ability to increase the intensity of dry seasons, with more bare ground and so increased sedimentation into the lake can be expected in the future.

A consortium of ten scientists from the Lake Region and several European Research Institutes (Sarvala et al 2004) has prepared a response to these papers that was presented at the International Limnological Society Meetings in August 2004. They argue that the evidence for decreased productivity is ambiguous, as several studies note that decreased primary production has also been attributed to increased sediment input in the lake (Donoghue et al 2003 a and b). They report that total lake-wide fish catches had increased up until 1995 and that the regional declines in the industrial fishery are outweighed by increased artisanal catches. They conclude that declining fisheries stocks are a result of fishery intensification.

#### *References*

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The position is still unclear and needs further attention in the context of adaptive management by all four nations – we note that the 2000 STAP report on Great Lakes calls for greater scientific documentation based on harder monitoring data. The project will invest in collaborative research and shared experiences. IW-Learn will form a core of the dissemination process as well as improved linkages to academia and scientific process and fora such as IDEAL.

#### *C) The Catchment Issues*

The lake catchments are badly denuded, satellite imagery shows the scale of loss of woody cover and satellite imagery shows the size of sediment plumes from the many micro-and macro- (Malagarasi and Ruzizi) catchments around the lake. Deforestation is a result of converting forest and woodland for agriculture (on very steep slopes), and a result of increasing pressure on wood resources for domestic and small-scale enterprise energy. Cultivation itself is relatively in-efficient, with little adaptation to farming steep slopes on easily erodible soils. Kigoma District (and by inference other lake areas) have shown considerable population growth (in-migration and normal reproductive growth). Increasing rates of HIV-Aids have tempered this growth but removed productive and innovative members of the work-force, forcing greater reliance on poor fisheries, annual cropping and fuelwood collection.

The solutions here have to be holistic, integrated and based on participatory approaches. They require greater emphasis on improved agriculture, maintaining and increasing woody vegetation cover and improving livelihoods through diversified incomes.

#### *D) The Project Response*

The Executive Summary to this document summarised the linkage to these and other climate change concerns as follows:

*Over-fishing* is an issue, stressed by both the past SAP and FFEM studies. The Co-finance for fisheries inputs from AfDB-FAO-EU-NDF partners (it was the FAO – FINNIDA fisheries project in the 1990s that produced the detailed scientific information now being debated) address this in four ways:

- The fisheries components will increase the intensity of monitoring fish stock and catch data.
- Fisheries communities will be supported to change fishing practices and reduce pressure by value-adding processing to fish catches.
- The EU and AfDB components of the partnership programme develop alternative income sources for marginalized fisher-folk.
- This provides mechanisms to mitigate against and adapt to vulnerability from changes in fish catch.
- The Monitoring Processes will address the issue of climate change and fisheries data.
- The Programme will build linkages to ongoing and potential lake scientific studies.

*The lake monitoring and management processes* are of great importance. The GEF component, working with IUCN co-finance, will put the climate change model on the monitoring agenda and seek additional finance from within the partnership to further adapt riparian communities and support mechanisms to potential patterns of change.

*Catchment Management to Reduce Sediment Inputs* forms the bulk of GEF funding (some 7.2 million \$ out of 13.5). Predictions of changing climates in central and eastern Africa suggest increased intensities of climatic phenomena (more extreme rainfall events and more severe drought periods etc). In the absence of catchment interventions it is probable that erosion, soil loss and so lake sedimentation would be increased. Catchment interventions therefore have two related benefits to the question of adaptation and vulnerability. Firstly interventions will reduce silt loads and so allow fish stocks to recover somewhat. Secondly, improved catchments, through social processes of increasing productivity of land, will allow greater support to livelihoods and so reduce vulnerability to climate changes.

Such catchment interventions (eg reduced deforestation, less exposed soils) will also increase carbon sequestration through improved carbon sinks and less soil oxidization.

This overall partner intervention includes elements within both national and regional process that address directly the issues of adaptation and to climate change. Co-finance addresses fisheries. GEF funding has two main components. Firstly at regional level, the GEF intervention includes developing environmental protocols and standards, within the umbrella of the Convention, that include indicators related to CC issues and mitigation measures to reduce vulnerability of communities and resources. Secondly the emphasis on catchment management – with components on maintaining woody cover directly works to sequester carbon and maintain local catchments in ways that reduce climate change deleterious impacts.

The project seeks funding from two GEF Focal Areas: IW for 8.5 Million US\$, and CC – Adaptation for 5 million US\$. This latter funding goes to three areas:

- Regional Process – updating STAP, adding protocols and standards to the Lake Tanganyika Convention that specifically target adaptation to Climate Change issues and responses.
- Monitoring and Management Responses – increasing our understanding of climate change issues, including developing a scientific assessment of Climate Change issues on a broad lake basin level.
- Catchment management, with an emphasis on maintaining vegetation cover and improving soil conservation measures. The project will invest in demonstrating the linkages between catchment health and sediment discharge, using the innovative and participatory M&E techniques of ICRAF (again with linkages to sharing experiences between lake projects – here from Lake Victoria work).

## **Annex 11: Monitoring Programme for Lake Tanganyika**

### **Background**

Lake Tanganyika has had a century of scientific research; leading to much limnological and biodiversity documentation and applied fisheries data. Information has been collected from all parts of the lake; through investigations out of all four riparian countries. Much of this information was collated via the GEF funded TBDA and SAP process, and the FAO-FINNIDA Fisheries Research Project.

All four countries have national research organisations and regulatory organisations with a mandate to collect information on the Lake and its natural resources. These include specialised fisheries, hydrobiology, water, agricultural and land use and health agencies.

Unfortunately; capacities in these organisations have not been high and data collection has been ad-hoc and limited in scope and coverage. Data collection has been to national formats and criteria, with little regional collaboration. Past monitoring and much of the scientific data collection has not fed into the planning and implementation processes of the regulatory and management agencies responsible for the resources of the Lake.

### **The Monitoring Program**

All parties have agreed the need for an integrated monitoring program for Lake Tanganyika. Integration is both cross-sectoral (fish water, land use) and cross all four countries. All parties have agreed that this monitoring program be linked to the management of the lake and lake resources and should follow regionally agreed formats and protocols, and fall under the oversight of the developing Lake Tanganyika Authority and Secretariat.

The Tanganyika monitoring program is thus a negotiation process amongst the four countries. The project will facilitate an assessment of all relevant existing monitoring that is done on/near the lake by various national institutions, including: catchment land use, fisheries, water quality and some socio-economic parameters. The countries will come together to negotiate a regionally harmonised monitoring program. Resource Specialists facilitate the development and field-testing and revision of the regionally harmonized program, and countries will work at the national level through national institutions. And such institutions and come together regionally several times during this process to, for example, negotiate indicators and targets and provide feedback on the new program after field-testing.

### **Monitoring Parameters**

Sustainability; working within (enhanced) national capacities will be the key to a successful program. Networking and partnerships will link national agencies to other global monitoring programs and data sets; including remote sensed information.

#### **Key Issues will be:**

Water Quality	Temperatures, Oxygen, Phosphates, Nitrates, Solids, Turbidity.
Fisheries	Basic catch and effort statistics with socio-economic parameters.
Land Use	Vegetative cover, erosion, river based silt loads; agricultural crop cover.
Specific Studies	Water and health; point pollution, etc

These parameters, with details of spatial and temporary coverage, will be confirmed during the inception process. These parameters are considered necessary to address the key issues surrounding the lake and the new dimensions of climate change.

### **GEF Project Monitoring**

This is addressed in Annex 2A; The Results Measurement Template. This is based on the ME Indicators Guidelines for IW Projects. Monitoring protocols via annual reviews and reporting will be detailed in the operational project document.

# THE CONVENTION ON THE SUSTAINABLE MANAGEMENT OF LAKE TANGANYIKA

## PREAMBLE

The Governments of the Republic of Burundi, the Democratic Republic of Congo, the United Republic of Tanzania and the Republic of Zambia, hereinafter referred to as the “Contracting States”;

Conscious of Lake Tanganyika's unique aquatic and other biological diversity and of the Lake's significance for the development of the riparian States;

Recognizing that Lake Tanganyika is a shared heritage of the riparian States;

Conscious of the threats to the Lake Basin as a result of pollution, sedimentation, over-fishing and other adverse impacts of human activities within the territories of the Contracting States;

Reaffirming that in accordance with principles of international law States have the sovereign right to exploit their resources pursuant to their own environmental and developmental policies and the responsibility to ensure that activities within their jurisdictions or control do not cause damage to the environment of other States;

Reaffirming further that the conservation of biological diversity is a common concern of humankind and that States are responsible for conserving their biological diversity and for using their biological resources in a sustainable manner;

Recognizing that the riparian States share a common interest in the conservation and equitable utilization of the resources of Lake Tanganyika;

Recognizing that integrated management of the Lake Basin by the Contracting States is essential to ensure its conservation and the sustainable use of its natural resources and to optimize the benefits derived from it by the Contracting States;

Recognizing the necessity of establishing a sustainable legal and institutional framework for co-operative management of the Lake by the Contracting States and the contribution that this would make to strengthening relations between them and to promoting development in the region;

Recalling the principles enunciated in the Declaration on Environment and Development adopted by the United Nations Conference on Environment and Development in 1992, the 1992 Convention on Biological Diversity, and international and regional agreements and instruments relating to shared watercourses;

Have agreed as follows:

## Article 1. USE OF TERMS

For the purposes of the present Convention:

**“Access to genetic and biochemical resources” means access to obtain samples of biological and other materials containing genetic material for the purposes of the conservation of, research on, or the commercial industrial application of, the genetic material or bio-chemicals; and**

**“Adverse impact” means any actual or potential detrimental effect on the Lake's environment and any actual or potential consequential detrimental effect on legitimate uses of the Lake, on the health of the**

people of a Contracting State or on their ability to provide for their health, safety and cultural and economic well-being, that results directly or indirectly from human conduct originating wholly or partly within the territory of a Contracting State or from a vessel or aircraft under its jurisdiction or control, beyond that which is negligible or which has been assessed and determined to be acceptable under this Convention and under any subsequent protocols;

**“Authority” means the Lake Tanganyika Authority established under 23;**

**“Basin” means the geographical area bounded by the watershed limits of Lake Tanganyika.**

**“Bio-chemicals” means unimproved or unmodified chemical compounds, other than deoxyribonucleic acids or ribonucleic acids, formed by the metabolic processes of a living organism.**

**“Biological diversity” means the variability among living organisms from all sources, including, inter alia, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems;**

**“Conference of Ministers” means the Conference of Ministers established by Article 24;**

**“Ecosystem” means a dynamic complex of plant, animal and micro-organism communities and their non-living environment interacting as a functional unit;**

**“Environment” includes, but is not limited to, the whole or any component of:**

- (a) nature, which includes air, water, land, including soils and minerals, energy and living organisms;
- (b) the interaction between the components of nature and between those components and humans; and
- (c) physical, esthetic and cultural qualities or conditions that affect the health and well-being of people;

**“Executive Director” means the chief executive and legal representative of the Authority appointed according to Article 26.**

**“Genetic resources” means any material of plant or animal, microbial or other origin containing functional units of heredity of actual or potential value;**

**“Interim Secretariat” means the Interim Secretariat established under Annex V.**

**“Lake Basin” means the whole or any component of the aquatic environment of Lake Tanganyika and the ecosystems and aspects of the environment that are associated with, affect or are dependent on, the aquatic environment of Lake Tanganyika, including the system of surface waters and ground waters that flow into Lake from the Contracting States and the land submerged by these waters.**

**“Lake Tanganyika” means the water-body known as Lake Tanganyika.**

**“Management Committee” means the Management Committee of the Authority described in Article 25;**

**“Natural resources” mean any naturally occurring living or non-living component of the environment of actual or potential use or value to humanity, including: air, land, water, soils, minerals, energy, genetic resources, bio-chemicals, organisms or parts of organisms, populations and other biotic components of an ecosystem;**

**“Operator” means any person, association, public or private body, whether corporate or not, including the State and any of its entities which exercises control over dangerous activities; and “dangerous activity” means any activity listed in Annex II.**

**Pollution means the introduction by humans, directly or indirectly, of substances or energy into the Lake Basin, which results or is likely to result in hazards to human health, damage to living organisms and ecosystems, damage to amenities or interference with legitimate uses of the Lake, including fishing and navigation;**

**“Secretariat” means the Secretariat of the Authority described in 26;**

**“Trans-boundary adverse impact” means any adverse impact that extends beyond the territory of the Contracting State in which the physical origin of the adverse impact is situated.**

2. In order to promote sustainable fisheries management the Contracting States, acting separately and jointly, shall:

1. The objective of the present Convention is to ensure the protection and conservation of the Lake Tanganyika diversity and the sustainable use of the natural resources of Lake Tanganyika and its Basin by the Contracting States on the basis of integrated and co-operative management.
  - a. develop or implement and enforce a framework fisheries management plan for Lake Tanganyika that shall conform to the strategic action program prepared in accordance with Article 13;
  - b. develop harmonized national fisheries policies based on the relevant principles set out in the Code of Conduct for Responsible Fisheries adopted by the Conference of the Food and Agriculture Organization of the United Nations;
2. In order to achieve this objective, the Contracting States:
  - a. co-operate in the development and implementation of harmonized laws and standards
  - c. develop, adopt, implement and enforce harmonized legal, administrative and technical measures to manage fisheries and to eliminate unsustainable fishing practices and to reduce the adverse impact on the Lake's natural resources and amenities.
  - b. accord particular attention to the sustainable use of the Lake's natural resources and amenities.
  - d. promote broad participation in fisheries management including the development of community based management systems and conditions.

## **Article 8. PREVENTION AND CONTROL OF POLLUTION**

The present Convention applies to Lake Tanganyika and to its Basin in the Contracting States as well as to all human activities, aircraft and vessels under the control of a Contracting State to the extent that these activities or the operation of such aircraft or vessels result or are likely to result in an adverse impact to prevent and reduce pollution of Lake Tanganyika and its environment arising from activities within their jurisdiction or control.

## **Article 4. CO-OPERATION**

2. In particular, each Contracting State shall:

1. The Contracting States shall co-operate in order to attain the objective referred to in Article 2 paragraph 1, and that gives effect to the general principles set out in Article 5.
  - b. ensure that waste is not disposed of into Lake Tanganyika except under, and in accordance with, the conditions prescribed by the relevant authority of the Contracting State concerned ; and
2. Such co-operation, shall include:
  - a. developing and implementing and enforcing appropriate legal, administrative and technical measures to prevent, control and reduce pollution;
  - b. supporting both positively and holding the capacity of the institutions established under this Convention;
  - ii. from vessels navigating on the Lake; and
  - c. formulating and adopting protocols to this Convention as stipulated in Article 34;

- iii. from the manufacture, handling, transportation, use and disposal of toxic or hazardous materials in the Lake Basin.
3. The Contracting States shall develop and adopt a protocol to this Convention specifying the minimum measures and standards to be adopted by each Contracting State in order to ensure the harmonized implementation of pollution prevention and mitigation measures to protect human health and achieve a high level of protection for the Lake Basin.

#### **Article 9. PREVENTION OF SEDIMENTATION**

Each Contracting State shall, as a matter of priority, take appropriate legal, administrative and technical measures to prevent all causes of excessive sedimentation in the Lake, such as deforestation, land degradation and the destruction of wetlands.

#### **Article 10. CONSERVATION OF BIOLOGICAL DIVERSITY**

1. The Contracting States, acting separately or jointly, shall develop, adopt, implement and enforce appropriate legal, administrative and technical measures:
  - a. to conserve rare, fragile and representative ecosystems and rare, depleted, or threatened species and populations of flora and fauna and their habitats that form part of the Lake Basin;
  - b. to prevent the introduction of, control and eradicate exotic species that threaten ecosystems, habitats or species and the genetic resources that form part of the Lake Basin;
  - c. to prevent the deliberate or accidental introduction of species into areas of the Lake Basin in which they do not naturally occur.
2. A Contracting State shall not permit the introduction of any exotic species of organism into the Lake Basin or into any other place where there is an appreciable risk of the organism entering the Lake Basin, unless the other Contracting States have been consulted and have given their consent, which shall not be withheld unreasonably.

#### **Article 11. ACCESS TO GENETIC RESOURCES**

The Contracting States shall co-operate through the Authority:

- a. to develop, implement and enforce legislative, administrative, policy and other measures to control access to the genetic and biochemical resources of the Lake and its Basin;
- b. to promote research into the protection and utilization of the genetic and biochemical resources of the Lake and its Basin; and
- c. to share in a fair and equitable way the results of research and development and the benefits arising from the utilization of the genetic and biochemical resources of the Lake and its Basin in accordance with the Convention on Biological Diversity.

## **Article 12. NAVIGATION**

1. Subject to paragraphs 4, 5 and 6 of this article, each Contracting State shall accord any vessel flying the flag of a Contracting State the freedom to navigate on those parts of Lake Tanganyika under its jurisdiction and control.
2. In the exercise of the freedom of navigation referred to in the previous paragraph, the nationals, property and vessels flying the flag of any Contracting State shall be treated equally in all respects and no exclusive rights of navigation shall be accorded to any natural or legal person.
3. Each Contracting State shall implement and enforce appropriate legal, administrative and technical measures in accordance with relevant international standards to prevent and reduce the risk of pollution from any vessels flying its flag.
4. A Contracting State has the right to reserve to its own flag the right to transport passengers and goods that are both loaded and discharged at ports under its jurisdiction.
5. A Contracting State shall not be obliged to accord freedom of navigation to a warship of another Contracting State.
6. Each Contracting State may without discrimination restrict or prohibit the navigation by vessels flying the flag of a Contracting State on those parts of Lake Tanganyika under its jurisdiction where this is necessary for the protection of the environment, navigation safety, human health or for reasons of national security.

## **Article 13. STRATEGIC ACTION PROGRAM**

1. The Contracting States shall collaborate in the preparation and implementation of a strategic action program to give effect to the measures set out in this Convention.
2. The strategic action program shall include specific aims directed at achieving the objective of this Convention, strategies for achieving these aims, specific measures to be taken by the Contracting States separately or jointly to achieve these aims and details of the means to be used to monitor progress toward the achievement of these aims.
3. The Contracting States shall monitor the effectiveness of the strategic action program and shall revise it as necessary.
4. The Contracting States shall ensure that the measures contained in the strategic action program are integrated into relevant national policies, strategies, programs and plans.

## **Article 14. PRIOR NOTIFICATION**

1. The Contracting State or States under whose jurisdiction or control a proposed activity listed in Part A of Annex I is planned to take place or a public policy, plan or program that is likely to give rise to trans-boundary adverse impacts has been prepared, shall notify the Secretariat as early as possible which shall notify the other Contracting States without delay.
2. The notification shall contain information on the proposed activity, program or policy, including any available information on its possible trans-boundary adverse impacts and effects.

3. Any Contracting State that considers that it should have received prior notification under this article of a proposed activity, public policy, plan or program under the jurisdiction of another Contracting State, shall request the Secretariat to intercede on its behalf with that Contracting State.
4. The Contracting States undertake to define activities that shall require simple notification and activities that shall require prior informed consent and the modalities of notification in a Protocol to the present Convention.

## **Article 15. ENVIRONMENTAL IMPACT ASSESSMENT**

1. Each Contracting State, in order to avoid and minimize adverse impacts, shall:
  - a. adopt and implement appropriate legal, administrative and other measures requiring an assessment to be conducted of the environmental impacts of proposed projects and of activities within its jurisdiction or control, that are likely to give rise to adverse impacts;
  - b. adopt and implement appropriate legal and administrative procedures and institutional arrangements to ensure that when public policies, plans and programs are being developed and implemented, the consequences for the Lake Basin are taken into account including any comments received from other Contracting States;
  - c. monitor compliance with and enforce any conditions in development consents or other authorizations that were imposed for the purpose of protecting the Lake Basin.
2. The Contracting State within whose jurisdiction a proposed activity listed in Part A of Annex I is planned to take place, shall ensure that the environmental impact assessment procedure results in the production of documentation conforming with Part B of Annex I.
3. A Contracting State that may be affected by a proposed activity listed in Part A of Annex I shall, at the request of a Contracting State under whose jurisdiction the proposed activity is planned to take place, promptly provide the latter through the Secretariat, with all information relevant to the assessment of the potential trans-boundary adverse impacts within the jurisdiction of the affected Contracting State as is reasonably obtainable.
4. The Contracting State or States under whose jurisdiction a proposed activity is planned to take place shall, after completion of the environmental impact assessment documentation, consult with the other Contracting States and the Secretariat on measures to prevent, reduce or eliminate trans-boundary and other impacts including any post-project monitoring and analysis that may be required. At the commencement of the consultation the Contracting States shall agree a reasonable time-table for the duration of the consultation period.
5. The Contracting States shall ensure that in reaching the final decision on the proposed activity, due account is taken of the outcome of the environmental impact assessment procedure, including the environmental impact assessment documentation, comments on it and objections to it and the consultations under this article. The Contracting State under whose jurisdiction the final decision is made shall provide the Secretariat with a copy of the final decision.
6. If after an activity has been authorized in accordance with this article, the Secretariat or a Contracting State obtains additional information on the trans-boundary adverse impact of the activity which was not available at the time the decision was made and which could have materially affected the decision, this information shall be communicated immediately to the other Contracting States through the Secretariat and the Contracting States shall consult to decide whether or not the decision should be reviewed or additional measures taken to reduce or eliminate the impact.

- . The Contracting States shall ensure that, subject to Article 20, adequate information is made available to the public concerning the state of the Lake Basin, planned development activities, measures taken or planned to be taken to prevent, control and reduce adverse impacts, and the effectiveness of those measures. For this purpose each Contracting State shall ensure that information is made available to the public on the following:
  - a. water and environmental quality objectives to be achieved throughout that part of Lake Tanganyika that falls under the jurisdiction of that Contracting State;
  - b. the results of monitoring compliance with permits and the attainment of water and environmental quality objectives;
  - c. any notifications received by that Contracting State under Article 14 concerning proposed activities listed in Part A of Annex I;
  - d. reports on the environmental impact assessment of any of the proposed activities listed in Part A of Annex I.
2. The Contracting States shall ensure that any information referred to in paragraph 1 that is held by a public body is available to the public for inspection at all reasonable times free of charge and shall provide members of the public with facilities for obtaining, on payment of reasonable charges, copies of such information.

## **Article 20. EXCHANGE OF INFORMATION**

1. The Contracting States shall exchange through the Secretariat data and information concerning the sustainable management of the Lake Basin and the implementation of this Convention, as is available including inter alia data and information on:
  - a. the state of the Lake Basin and its biological diversity, in particular monitoring data and information of a hydrological, hydro-geological, meteorological and ecological nature and related to water quality, as well as related forecasts;
  - b. the results of research relevant to the management of the Lake Basin;
  - c. legal, administrative and other measures taken and planned to be taken to prevent, control and reduce adverse impacts;
  - d. accidents and emergencies that have given or are likely to give rise to adverse impacts;
  - e. actions taken to monitor, control and enforce legal provisions or administrative measures used to give effect to this Convention, including any conditions imposed on activities listed in Part A of Annex I that were imposed for the purpose of protecting the Lake Basin, and any fisheries conservation and management measures.
2. If a Contracting State is requested by any other Contracting State or by the Secretariat to provide data or information that is not readily available, the former shall employ its best efforts to comply with the request.

## **Article 21. PROTECTION OF CONFIDENTIAL INFORMATION**

1. This Convention shall not affect rights or obligations of the Contracting States established in accordance with their domestic laws, regulations, administrative provisions or accepted legal practices and international agreements to protect information relating to personal data, intellectual property, including confidential industrial or commercial information or national security.
2. Contracting States that receive confidential industrial or commercial information or other confidential information in the course of the exchange of information required under this Convention shall respect the confidentiality of the information received and the conditions under which it is supplied and shall use that information only for the purposes for which it was supplied.

## **Article 22. REPORTING**

1. Each Contracting State shall report periodically to the Authority on measures that it has taken to implement this Convention and on the effectiveness of these measures in meeting the objective of this Convention and on any other matters determined by a decision of the Conference of Ministers. These reports shall include in particular:
  - a. information on the laws and administrative procedures of the Contracting State regulating, or relevant to the prevention, control and reduction of adverse impacts;
  - b. legal, administrative and other measures taken relating to the assessment of the environmental impact of proposed activities and measures to give effect to the obligations envisaged in Article 15;
  - c. information on the state of the Lake Basin within the territory of the Contracting State; and
  - d. measures taken to implement the provisions of this Convention or to further the attainment of its objective.
2. The Secretariat shall submit recommendations to the Contracting States regarding the reports that are required for the effective implementation of this Convention, the information to be included in the reports, the frequency with which they should be submitted and how reporting should be done, for consideration by the Contracting States at the second meeting of the Conference of Ministers and at subsequent meetings.

## **Article 23. LAKE TANGANYIKA AUTHORITY**

1. The Contracting States hereby establish the Lake Tanganyika Authority, hereinafter referred to as “the Authority”.
2. The organs of the Authority are: the Conference of Ministers, the Management Committee and the Secretariat.
3. The function of the Authority is to co-ordinate the implementation of the present Convention by the Contracting States and, in accordance with this Convention and the decisions of the Conference of Ministers, to advance and represent the common interests of the Contracting States in matters concerning the management of Lake Tanganyika and its Basin.

4. The Authority shall have international legal personality and such legal capacity as may be necessary to perform its functions and mission.
5. The Headquarters of the Authority shall be at the place, within the territory of any of the Contracting States, designated by the Conference of Ministers. The Authority shall enter into a headquarters agreement approved by the Conference of Ministers with the Host State.
6. The Authority may with the approval of the Conference of Ministers establish regional offices within the territory of any of the Contracting States.
7. Each Contracting State shall, having regard to the diplomatic rules governing international organizations, grant to the Authority and its property, funds and assets, the privileges, immunities and facilities that it needs to carry out its activities; and the members of the Management Committee and of the Secretariat the privileges, immunities and facilities that they need to perform their official functions.

#### **Article 24. THE CONFERENCE OF MINISTERS**

1. The Conference of Ministers is the supreme body of the Authority. The first meeting of the Conference of Ministers shall be convened by the contracting State in which this Convention is signed not later than one year after the entry into force of the present Convention.  
  
Thereafter, ordinary meetings of the Conference of Ministers shall be held in rotation in the Contracting States at least once a year, unless the Conference of Ministers decides otherwise.
2. Each meeting of the Conference of Ministers shall be chaired by the Head of the delegation of the Contracting State that is hosting the meeting.
3. Extraordinary meetings of the Conference of Ministers shall be held at any other time decided by the Conference, or at the written request of any Contracting State, provided that, within three months of the request being communicated to the other Contracting States by the Secretariat, it is supported by at least one other Contracting State.
4. The Conference of Ministers shall unanimously adopt rules of procedure for their meetings. The Conference of Ministers shall unanimously adopt financial rules, prepared in consultation with the Secretariat, to determine, in particular, the financial obligations under the present Convention and protocols to which they are parties.
5. The Conference of Ministers shall regularly evaluate the implementation of this Convention, and, for this purpose, shall:
  - a. consider and adopt protocols to be concluded in accordance with Article 34;
  - b. consider and adopt in accordance with Article 35 additional annexes to this Convention;
  - c. consider and adopt in accordance with Article 36 amendments to this Convention and its annexes
  - d. consider amendments to any protocol as well as to annexes to a protocol and, if so decided, recommend their adoption to the parties to the protocol concerned;
  - e. establish whatever subsidiary bodies may be considered necessary for the effective implementation of this Convention;

- f. undertake any additional action that may be required for the effective achievement of the objectives of this Convention in the light of experience gained in implementing it.
- 6. The African Union, the United Nations and their specialized agencies may be represented as observers at meetings of the Conference of Ministers. Any State not party to this Convention and any other body or agency, whether governmental or non-governmental, qualified in fields relating to the subject matter of this Convention, which has informed the Secretariat of its wish to be represented as an observer may be admitted unless two or more of the Contracting States present, object. The admission and participation of observers shall be subject to the rules of procedure adopted by the Conference of Ministers.

## **Article 25. THE MANAGEMENT COMMITTEE**

- 1. The Lake Tanganyika Management Committee consists of three members appointed by each Contracting State. The Executive Director of the Authority shall serve as the secretary of the Management Committee and shall attend its meetings but shall not have the right to vote.
- 2. Each Contracting State shall appoint persons with expertise relevant to the sustainable management of the Lake Basin and the implementation of the strategic action program as members of the Management Committee.
- 3. The first meeting of the Management Committee shall be convened by the first Chairperson of the Conference of Ministers not later than eighteen months after the entry into force of this Convention. This meeting shall be presided over by a member of the Management Committee from the host country who shall hold office for a period of three years. At the end of this mandate, the position of Chairperson of the Management Committee shall be rotated among the representatives of the Contracting States in the alphabetical order of the countries starting with the first Chairperson. Thereafter the Management Committee shall hold ordinary meetings at least once a year.
- 4. Extraordinary meetings of the Management Committee may be held at such other time decided by the Management Committee and shall be convened at the written request of any Contracting State by the Chairperson of the Management Committee.
- 5. Decisions of the Management Committee shall be made by consensus. If the Management Committee cannot reach consensus on a particular issue, it shall be re-considered at the next meeting. If consensus is still not reached, a decision may be made by a two thirds' majority of the votes of the members present and voting either in person or by proxy. The Management Committee shall propose rules of procedure for itself and for any subsidiary bodies for approval by the Conference of Ministers.
- 6. Subject to the provisions of any rules of procedure approved by the Conference of Ministers for the Management Committee, the latter may form temporary or permanent sub-committees and working groups and may request technical advice from third parties.
- 7. The Management Committee shall support, co-ordinate and monitor the implementation of this Convention. To this end it shall:
  - a. implement the policies and decisions of the Conference of Ministers and undertake tasks assigned to it by the Conference of Ministers;
  - b. provide scientific and technical advice to the Conference of Ministers;

- g. to maintain databases of information as required by the Management Committee or the Conference of Ministers and to facilitate the exchange of information under this Convention;
  - h. to arrange and support meetings of the Conference of Ministers and of the Management Committee;
  - i. to perform the functions assigned to it by any protocol;
  - j. to prepare reports on the execution of its functions under this Convention and to present them to the Management Committee; and
  - k. to perform any other functions as may be determined by the Conference of Ministers.
4. The Conference of Ministers shall appoint the Executive Director and the Deputy Executive Director of the Authority subject to terms and conditions of service including provisions on removal approved by the Conference of Ministers for a period not exceeding three years. An Executive Director or Deputy Executive Director may, at the discretion of the Conference of Ministers, be appointed for one further term of three years.
  5. The first Executive Director and Deputy Executive Director shall be appointed by the Conference of Ministers from a list of suitably qualified candidates. Subsequent Executive Directors and Deputy Executive Directors shall be appointed by the Conference of Ministers from suitably qualified candidates nominated by the Contracting State which in alphabetical order follows the Contracting State that nominated the previous Executive Director or Deputy Executive Director. If an Executive Director or a Deputy Executive Director does not complete a term of office a replacement Executive Director or Deputy Executive Director nominated by the same Contracting State shall be appointed to complete the term of office. Each Executive Director and Deputy Executive Director shall be a national of a Contracting State. Both the Executive Director and the Deputy Executive Director shall not, at any given time, be nationals of one Contracting State. The selection procedure shall ensure that these two positions are filled with one national from the Anglophone countries and one national from the Francophone countries and vice versa.
  1. The Executive Director of the Authority with the approval of the Management Committee shall appoint the staff of the Secretariat on the basis of technical competence but with due regard to the need to appoint, as far as possible, equal numbers of technical professional staff from each of the Contracting States.

## **Article 27. TECHNICAL COMMITTEES**

1. The Management Committee shall be assisted in the performance of its functions by:
  - a. a Socio-economic Technical Committee comprising one representative from each of the Contracting States, which shall advise the Management Committee on socio-economic aspects of the sustainable management and protection of the Lake Basin;
  - b. a Fisheries Management Technical Committee comprising one representative from each of the Contracting States, which shall advise the Management Committee on management measures to conserve the fisheries of Lake Tanganyika and to develop the traditional and commercial fishing sectors on a sustainable basis; and
  - c. Biological Diversity Technical Committee comprising one representative from each of the Contracting States, which shall advise the Management Committee on management measures

to protect and conserve the biological diversity of the Lake Basin and on access to the genetic resources of the Lake Basin and related matters.

- d. a Water Quality/Pollution Control Technical Committee comprising one representative from each of the Contracting States, which shall advise the Management Committee on management measures to monitor water quality and control pollution into the Lake.
2. The Management Committee may, with the consent of the Conference of Ministers, establish other technical committees to assist it in the performance of its functions.
3. Technical committees shall be governed by procedures approved by the Conference of Ministers pursuant to Article 25 paragraph 7.

## **Article 28. FINANCIAL RESOURCES**

1. The Contracting States shall contribute in equal proportions to the budget of the Authority unless otherwise agreed.
2. The Authority shall seek to obtain funds for its operation and for projects from donors and other sources.
3. The Authority shall, as far its financial resources permit, fund:
  - a. the incremental costs to each Contracting State of managing the Lake Basin on a cooperative basis; and
  - b. activities undertaken to implement the strategic action program in as far as these benefit more than one of the Contracting States.
4. Each Contracting State shall fund those activities related to the implementation of the present Convention that are undertaken within its territory or for its exclusive benefit, unless otherwise agreed by the Conference of Ministers.
5. The Conference of Ministers shall, no later than its third meeting, discuss the adoption of a protocol to establish a fund or other financial mechanism to support the implementation of this Convention.

## **Article 29. SETTLEMENT OF DISPUTES**

1. In the event of a dispute between Contracting States concerning the interpretation or implementation of this Convention, the States concerned shall notify this to the Secretariat of the Authority and shall seek a solution through negotiation. The Secretariat shall notify the other Contracting States of the existence and nature of the dispute.
2. If the States concerned cannot settle the dispute through negotiation they shall agree in good faith a dispute resolution procedure, which may include:
  - a. jointly seeking the good offices of, or mediation by, a third party (which shall be a Contracting State that is not involved in the dispute);
  - b. submitting the dispute to impartial fact-finding in accordance with the provisions of Annex III; and/or

- c. submitting the dispute to arbitration in accordance with the procedure laid down in Annex IV.
- 3. The provisions of this article shall apply with respect to any protocol unless otherwise provided in the protocol concerned.

### **Article 30. LIABILITY OF OPERATORS OF DANGEROUS ACTIVITIES**

1. Each Contracting State shall ensure that each Operator that undertakes on its territory one or more of the activities listed in Annex II:
  - a. is regularly monitored to ensure that such activities comply with applicable laws and administrative requirements concerning the protection of the Lake environment;
  - b. is required to participate in a financial security scheme or to have and maintain a financial guarantee up to a certain limit, of a type and on terms specified by the domestic laws of that State, to cover liability under this Convention;
  - c. is bound by the provisions of this article.
2. An Operator undertaking a dangerous activity shall take necessary and timely response action, including prevention, containment, clean up and removal measures, if the activity results in or threatens to result in an adverse impact. The Operator shall notify the Secretariat of action taken pursuant to this paragraph and the Secretariat shall circulate the notification to all the Contracting States.
3. An Operator shall be strictly liable for:
  - a. any adverse impacts arising from its dangerous activities, and shall be liable to pay compensation;
  - b. loss of or impairment to any legitimate use of the Lake such as navigation, tourism, or fishing, arising directly from an adverse impact referred to in paragraph (a);
  - c. loss of or damage to the property of a third party or loss of life of or personal injury to a third party arising directly from an adverse impact referred to in paragraph (a); and
  - d. reimbursement of reasonable costs incurred by any person relating to any necessary response action, including prevention, containment, clean up, removal measures and action taken to restore the Lake's environment.
4. An Operator shall not be liable pursuant to paragraph 3 if and to the extent that it proves that the adverse impact has been caused by:
  - a. a natural disaster which could not reasonably have been foreseen; or
  - b. armed conflict or an act of terrorism directed against the activities of the Operator, against which no reasonable precautionary measures could have been effective.
5. If an Operator proves that the adverse impact has been caused wholly or in part by an intentional or grossly negligent act or omission of the party seeking redress, that Operator may be relieved wholly or in part from its obligation under paragraph 3 to reimburse costs incurred by such a party or to pay compensation in respect of any loss, damage or personal injury suffered by such a party.

6. The Contracting States may elaborate in a separate protocol further rules and procedures in respect of liability under this article, which rules and procedures shall be designed to enhance the protection of the Lake Basin and to facilitate the effective implementation of this Convention.

### **Article 31. LIABILITY AND COMPENSATION**

1. A Contracting State shall be liable in accordance with international law for any trans-boundary adverse impacts arising from its failure to fulfill its obligations under this Convention, including any failure to fulfill its obligations under paragraph 1 of Article 30 of this Convention with respect to an Operator.
2. The liability of a Contracting State for trans-boundary adverse impacts arising from the undertaking within its territory of an activity listed in Annex II shall be reduced by the extent to which compensation is paid, restoration is made or expenses are reimbursed by the Operator in accordance with paragraph 4 of Article 30, or this liability is otherwise satisfied.

### **Article 32. ACCESS TO COURTS**

1. Each Contracting State shall grant any person claiming compensation or other relief arising from an adverse impact caused by activities carried out within its territory, including claims made pursuant to paragraph 4 of Article 30, access to legal remedies in accordance with its legal system.
2. In granting the rights and access referred to in paragraph 1 a Contracting State shall not discriminate on the basis of nationality, residence, or place where the injury occurred.

### **Article 33. RIGHT TO VOTE**

Each Contracting State to this Convention or to any protocol shall have one vote.

### **Article 34. PROTOCOLS TO THIS CONVENTION**

1. The Contracting States shall co-operate in the formulation and adoption of any protocols to this Convention that they consider appropriate to further the attainment of the objective of this Convention.
2. Protocols shall be adopted at a meeting of the Conference of Ministers.
3. The text of any proposed protocol shall be communicated to the Contracting States by the Secretariat within a time limit to be determined in the rules of procedure of the Authority.
4. A State may not become a Party to a protocol unless it is, or becomes at the same time, a Contracting State to this Convention.
5. Decisions under any protocol shall be taken only by the parties to the protocol concerned. A Contracting State that has not ratified, accepted or approved a protocol may participate as an observer in any meeting of the parties to that protocol.