

New Ireland Dive Site

Memorandum of Understanding

applies to scuba diving in all New Ireland Waters

Version 7a (12/7/09)

1. **The objectives of this MOU**

- a. This MOU is between the Dive Site Reef Custodians (Reef Custodians) and the New Ireland Dive Industry Operators (Dive Operators).
- b. It is to establish a working partnership in the interest of developing the dive industry and world class management practices of the resource.
- c. This MOU is to be the sole working document for all parties to adhere to.
- d. The essence of this partnership is to facilitate a working relationship that is ongoing, friendly, business minded and respectful of each others interests, obligations and responsibilities.

2. **Identification of Dive Sites**

- a. Dive Sites are primarily identified by the Dive Operators based on the quality of the sites, accessibility and the interest the sites offer to divers.
- b. Sites are identified because of :
 - i. Quantity and quality of the marine life
 - ii. Quality and diversification of the hard and soft corals
 - iii. Underwater geography and wrecks
- c. The dive site area is accepted by the Reef Custodian to be visited by dive tourists.
- d. Both parties undertake to protect and manage the dive site.

3. **Recognition of the Reef Custodian**

- a. All parties understand that legally, land boundaries finish at the high tide mark, and that reef access is a customary right according to the clan boundaries and the resident community. The State has the sole rights to all properties underwater.
- b. The recognition of the Reef Custodian is to be legally acceptable as follows in order of preference with accompanying legal documentation:
 - i. Incorporated Land Group
 - ii. Village Planning Committee
 - iii. Clan Business Group (registered with IPA)
 - iv. Community Organization (registered with IPA)
 - v. Papa Graun
 - vi. Immediate Resident
- c. It is agreed by all parties that where a dive site does not have a legally registered Reef Custodian then the Dive Operators can continue to bring divers to the site. The Dive Operators must keep a record of all dives so that at a later date when a Reef Custodian is legally registered, then the accumulated fees can be paid.

- d. Following the signing of this MOU the onus is on the intended Site Custodians to expedite the registration of their ILG. The existing method of fee payment and rates will be maintained until the Site Custodians are legally registered with this MOU and then the new rates as negotiated in this MOU will apply. Should there be no legally registered Site Custodian registered within six months then the existing reef fees recipient will be recognized on a temporary basis.
- e. In all cases proof of land ownership/community endorsement is required which can be either or all of the following in order of preference:
 - i. ILG Certificate, Clan Names and land ownership map
 - ii. Registered Land Title identifying land located at the dive site
 - iii. Mediation Report & Family Tree
- f. The recognized Reef Custodian will provide details to NIPTA and the Dive operators of their:
 - i. Chairman and account signatories
 - ii. Account number and bank
 - iii. If any of item i & ii changes then it is the responsibility of the Reef Custodian to notify the Dive Operators by way of a written Board decision.
- g. All reef payments are to be made by account deposit or non negotiable cheque.
- h. It is understood by all parties that where possible the community are to primarily benefit from the Dive Site payments.

4. Management of Sites

Operators

- a. Dive Operators undertake to install and use mooring to protect the reef.
- b. Dive Operators will ensure that their divers do not remove any underwater items or damage the reef and prohibit the use of spear guns or recreational game fishing at designated dive sites.
- c. The Dive Operator will assist reef custodians with underwater management of the site by removal of debris and predators like the crown of thorns on request.
- d. The Dive Operator understands that the traditional fishing method of line and canoe is acceptable when divers are not in the area, but not on officially recognized dive sites, as per point b., Reef Custodians.
- e. Diver Operators will give first consideration to members of the Reef Custodian when looking for staff and training.

Reef Custodians

- a. The Reef Custodians will undertake to protect the dive sites from environmental destruction, netting, fish bombing, poison rope, coral smashing spear fishing and shark fishing or finning.
- b. Agree to set aside part of certain reefs as Marine Protected Areas (MPA) within a locally managed marine area to be protected by the community. The custodians agree to work with dive operators on identifying such MPAs and agree that they will not conduct any fishing, collecting of shells, beche-de-mer or any other marine species. A proper MPS & Reef Nursery Program will be established as part of this MOU.

- c. To keep the area free of pollution and remove crown of thorns and other threats to the marine environment where required.
- d. Agree that the dive site will always be available for diving by the Dive Operator without prior booking or notification.
- e. The Reef custodian shall be responsible to ensure that no willful damage occurs to moorings, mooring lines and mooring buoys as installed by Dive Operators.

5. Dive Site Usage

- a. The Dive Operators agree that they will record all dives and pay the subscribed fees Quarterly as set by Annex A (Schedule of Fees) and Annex B (Reef Custodian Registration and Account information)
- b. The Dive Operators agree to be the Agent for visiting divers by applying the Schedule of Fees as per Annex A.
- c. The Dive Operators agree to market and promote the dive sites.
- d. The Dive Operators will provide a quarterly site usage report to the New Ireland Tourist Bureau (NITA) for reference that includes payments made to Reef Custodians.
- e. Visiting PNG registered Dive Vessels will be required to register their dive itinerary with one of the listed Kavieng based Dive Operators who will act as their Agent and will ensure the visiting vessel / divers abide by this MOU and where possible a Radio New Ireland 'tok save' will be sent out advising the Reef Custodians of the vessel name, dive itinerary, number of divers and which Dive Operator is the Agent for collection and deposit of reef fees.
- f. The Dive Operators agree to act as Agents for visiting PNG Dive vessels.
- g. The Reef Custodian agrees to maintain a log book of divers visiting the site for comparison purposes and to submit it to NITB on a quarterly basis.

6. Self Regulation

It is agreed that this MOU will be the accepted guide for all items as above and:

- a. That the Dispute Resolution Method as specified below will be applicable if required.
- b. The Annex A (Schedule of Fees) will be updated and renegotiated only by all parties being present every two years.
- c. The registered Reef Custodian will advise the other parties of this MOU if there is a change in the Reef Custodians ownership of the site.
- d. That dive operations will continue while any changes to the Annexes are being made.
- e. New Dive Sites will be added to this MOU by updating of all Annexes.
- f. This MOU will apply to all dive sites registered by one Reef Custodian as per Annex 'B' and all Dive Operators as per Annex 'C'.

7. **Dispute Resolution**

The reason to have a Dispute Resolution Method is to ensure the business interests of both parties are maintained while any dispute is being resolved and the site is not to be closed unless both parties agree.

- a. The Resource Custodian appreciates that the reason they are able to collect fees is because the Operators have spent money in advance promoting, marketing and attracting divers to the dive site.
- b. The Resource Custodian also appreciates that based on this MOU the Operator has accepted pre-bookings for divers to visit this site where commitments in travel and accommodation has already been paid.
- c. The Resource Custodian understands that by randomly closing the dive site after signing this MOU then the Operator can claim losses if the Dispute Resolution procedure has not been followed.
- d. Should a dispute arise by either party then:
 - i. The grieved party is to request a meeting with the other party to resolve the matter.
 - ii. If this does not resolve the problem then:
 1. A Dive Site Arbitration Committee meets who consist of
 - a. The Chairman is to be a neutral person acceptable to the Site Custodian and the Dive Operators.
 - b. A registered Land Mediator
 - c. Dive Resource Custodian of the disputed area
 - d. Two Dive Operators
 - e. An NITA Representative (non-voting)
 - iii. All members of the Arbitration Committee can vote (except the NITA Rep.) on how best to resolve the problem.
 - iv. Both parties on the signing of this MOU agree to accept the decision of the Arbitration Committee as final and agree to abide by the outcome.
- e. Should a dispute arise by an outside person or group then it is the responsibility of the Reef Custodian to take prompt legal action against the claimant in order to protect their own interests and the Dive Operators interests. Failure to protect the dive site and this MOU from outside claims will give the Dive Operator a reason to renegotiate with this MOU with the new claimant.
- f. If all else fails in resolving matters as agreed to in this MOU, then either party can take legal action to resolve the problem and use this document as evidence of a standing agreement.

The following Annexes are an integral part of this MOU

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| Annex A | - Reef Fees & Date of validity |
| Annex B | - Reef Custodians and List of Dive Sites |
| Annex C | - Dive Operators |

‘ANNEX A’**NIP Dive Site MOU - Schedule of Fees**

July 2009 to June 2011

This Schedule of Fees is in place for a two year period

All persons wishing to scuba dive in New Ireland Province waters are bound by this Dive Site MOU and the current Schedule of Fees.

<u>Operator Type</u>	<u>K per diver per dive</u>	<u>Other</u>
All Divers – Kavieng Waters	5	
All Divers – New Hanover	8	
All Divers – Outer Islands	10	
PNG Dive Vessel and visiting Private Vessels	Same as above	Pay Fees to NIP Agent
International Commercial Dive Vessel	10	NIP Dive Guide required Pay Fees to NIP Agent

Reef Fees will be paid quarterly being: March, June, September, December when possible.

Dive Operators and their staff (Dive Guide, Instructor, Boat Crew etc.)do not pay fees.

The Reef Fees when paid by the Dive Operator will be deposited in to the bank account as listed in Annex B and a Quarterly Dive Fees Report will be recorded with the NITB.

‘ANNEX B’

NIP Dive Site MOU – Reef Custodians

This MOU applies to the following Dive Sites only:

Name of Dive Site	Local Name	Local Area / or Island Name
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----- Name of Reef Custodian	----- Signature	----- Name of Organization
----- Name of Reef Custodian	----- Signature	----- Name of Organization
----- Name of Reef Custodian	----- Signature	----- Name of Organization

Proof of Registration being attached

Chairman of Group Phone / Mobile

Mail Address

Bank Account Name of Organization

Bank Account Number

