

BELIZE

THE FISHERIES RESOURCES ACT
(Chapter 210 of the Substantive Laws of Belize, Revised Edition 2020)

CO-MANAGEMENT AGREEMENT for
ADMINISTRATIVE DELEGATION

BETWEEN

THE GOVERNMENT OF BELIZE AS REPRESENTED BY THE
MINISTER RESPONSIBLE FOR FISHERIES

hereinafter referred to as the:

“Minister”

AND

The Toledo Institute for Development and Environment
(TIDE) established in accordance with the Fisheries
Resources Act, Chapter 210 of the Substantive Laws of
Belize, Revised Edition 2020, and the Non-Governmental
Organisations Act, Chapter 315 of the Substantive Laws of
Belize, Revised Edition 2020, hereinafter referred as the:

“Co-manager”

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1. In this Agreement, unless the subject or context otherwise requires, the words contained in the first column of the table below shall bear the meanings set opposite to them, respectively, in the second column of the table- Interpretation.

WORDS	MEANINGS
“business plan”	document that outlines the goals, resources, and strategies of a business for current and future investments;
“concessionaire”	any person or company operating a concession;
“Constitution”	the Belize Constitution Act, Chapter 4 of the Substantive Laws of Belize, Revised Edition 2020, or as amended, which is the supreme law of Belize;
“Co-management framework”	the framework under which the co-management agreement is developed;
“financial plan”	a document that depicts the current financial status of the entity and presents the sources of revenues, expenses and cash flow in support of the business plan and future investments;
“Fisheries Council”	an advisory body established to advise and make recommendations to the Minister on matters related to fisheries management in accordance with clause 8 of the Fisheries Resources Act;
“management plan”	a technical and regulatory document that contains a set of decisions on a protected area, and establishes and regulates specific prohibitions, authorizations, and the activities that are allowed in the protected areas, indicating in detail the form and the exact places where it is possible to carry them out;
“marine reserves” or “protected areas”	the Port Honduras Marine Reserve and the Sapodilla Cayes Marine Reserve as established under the Fisheries Resources Act;
“Minister”	the Minister responsible for Fisheries;
“Ministry”	the Ministry responsible for fisheries;
“Non-Governmental Organisation” or “NGO”	a non-profit, Non-Governmental Organisation duly formed and existing under the Non-Governmental Organisation Act, Chapter 315 of the Substantive Laws of Belize, Revised Edition 2020;
“the Act” or “the Fisheries Resources Act”	the Fisheries Resources Act, Chapter 210 of the Substantive Laws of Belize, Revised Edition 2020, or as amended;
“this Agreement” or “Co-management Agreement”	this Co-management agreement as now framed or as altered from time to time by special resolution;

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ANNEXES

Annex I: Co-management agreement template/guide

Annex II: National Protected Areas System – Management Effectiveness Tool (2019)

Annex III: Management Plan, Business Plan and Financial Plan guide

Annex IV: Fisheries Resources Act, 2020

Annex V: Governance Framework Chart

SCHEDULES

Schedule I: The constitutional documents of the Co-manager entity

Schedule II: Belize Blue Economy: Development policy, strategy & implementation plan

Schedule III: MBECA: Belize Maritime Economy Plan

Schedule IV: Shall provide to the concessionaire, the guidelines for the types of services that are allowed in the Marine Reserve.

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“Fisheries Administrator”	the public officer known to be the Head of the Fisheries Department as appointed by the Public Services Commission under section 106 of the Constitution, Chapter 4 of the Substantive Laws of Belize, Revised Edition 2020, and as established under sub-section 4(2) of the Act;
“the Department”	the Fisheries Department created, under section 4 of the Act, to administer the Act and any regulations made under the Act;
“Co-manager”	the NGO or other party appointed, by the Minister under section 13 of the Act, to be the Co-manager of the marine reserves;
“recreation-related services” or “concessions”	visitor and recreation services including, but not limited to, equipment rental, camping, guiding services, accommodations, and sale of food, beverages and souvenirs;
“the Seal”	The common seal of the Co-manager;
“MPAC”	Marine Protected Areas Council;
“NPAS”	National Protected Areas System;
“NPASP”	National Protected Areas Systems Plan;
“Regional Manager” or “RM”	the management mechanism established in Article 29 of the Co-management Framework.

Save as aforesaid, any words or expressions defined in the Act shall, except where the subject or context forbids, bear the same meaning in this Agreement.

THIS CO-MANAGEMENT AGREEMENT is made effective this **6th day of October 2023** between the GOVERNMENT OF BELIZE, acting through the Minister responsible for Fisheries of the one part, and the Toledo Institute for Development and Environment, established in accordance with the Non-Governmental Organization Act, with registered office at 1 Mile San Antonio Road, Punta Gorda Town, Toledo District, Belize (hereinafter called “the Co-manager”) of the other part;

WHEREAS the Minister responsible for Fisheries is empowered under section 14 of the Fisheries Resources Act to declare any area of the fisheries waters and, as appropriate, any adjacent or surrounding land to be a marine reserve, inland reserve or fishery area, and through an affirmative resolution, to revoke a declaration;

WHEREAS the Minister responsible for Fisheries under section 13 of the Fisheries Resources Act is empowered to enter into a legally binding co-management agreement, and to delegate responsibility in whole or in part with a locally registered NGO, fishing cooperative, fishing organization, or another organization, local community or other party for any area to which the Act applies, provided that the Co-manager meets the requirements prescribed under section 13 of the Act and the management requirements outlined in Article 11 of the Co-management Framework for Marine Protected Areas;

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WHEREAS the Co-management Framework provides for the structuring of co-management agreements and defines the scope that will ensure effective management, sustainability, equity and good governance of the co-managed protected areas of Belize by both the Ministry and the Co-manager of the marine reserve;

WHEREAS under section 4 of the Fisheries Resources Act, the Fisheries Department, which is headed by the Fisheries Administrator, is responsible for administration of the Act and any regulations made under the Act;

WHEREAS the Co-manager has satisfactorily met the requirements as an organization in Good Standing pursuant to the Act under which it has been duly registered, and has met the requirements as an applicant for co-management as outlined in Article 11 of the Co-management Framework for Marine Protected Areas;

AND WHEREAS the Government of Belize is desirous of entering into a legally binding agreement with the Toledo Institute for Development and Environment in order that the parties to this Agreement may continue to collaborate in the development and management of-

- (1) Port Honduras Marine Reserve as declared under Statutory Instrument No. 9 of 2000 and Statutory Instrument No. 18 of 2000; and
- (2) Sapodilla Cayes Marine Reserve as declared under Statutory Instrument No. 107 of 2020 and Statutory Instrument No. 108 of 2020.

NOW THEREFORE IT IS HEREBY AGREED as follows-

- 2. The Minister hereby appoints the Toledo Institute for Development and Environment as the Co-manager of the Port of Honduras Marine Reserve and the Sapodilla Cayes Marine Reserve as legally described by the Statutory Instruments for the marine reserves as appended to this Agreement and any subsequent amendments. Appointment of Co-manager.
- 3. This Agreement shall continue in effect for ten (10) years commencing on the effective date written above and shall automatically terminate on the 7th of October 2033. Duration.

Renewal of this Agreement shall be in accordance with Chapter 2 of the Co-management Framework for Marine Protected Areas and clause 32 of this Agreement.

Any revision or amendment to this Agreement shall be in accordance with clause 38 and 39 of this Agreement.
- 4. The Co-manager shall be responsible for the day-to-day management and administration, inclusive of financing, of the marine reserves in accordance with the terms and conditions set forth in this Agreement. Functions and responsibilities of the Co-manager.

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The responsibilities of the Co-manager shall include but not be limited to—

- (a) the implementation of the various activities and services guided by the annual work plans which are prepared and approved in accordance with this Agreement. The Co-manager shall provide said services and activities in a diligent, careful and vigilant manner in order to pursue general objectives of the conservation, management, development and sustainable use of fisheries, tourism and marine resources;
- (b) the collaboration with the Ministry and any other implicated government agency, exercising the surveillance and protection of the protected area, for compliance with the control provisions established in law and with the support of the personnel of the protected area;
- (c) management planning, including the facilitation of the stakeholder consultations for the protected area management plans or similar planning instruments in accordance with the Management Planning Framework established under the NPASP as outlined in the Co-management Framework;
- (d) securing finances for the marine reserve, including the preparation of business and marketing plans in accordance with the Guidelines for the Preparation of Protected Areas Business Plans for Belize, the development of sustainable financing mechanisms that provide positive economic, social and environmental growth, securing grant funds, gifts and donations, impact investment and the implementation of sustainable self-financing mechanisms including, but not limited to, blue carbon, park fees, tourism fees, and any other income stream that is congruent with the establishment of the protected area;
- (e) the management of human resources including, but not limited to, the preparation of staff handbook/manual, preparation of internal grievance mechanism, staff recruitment and retention, supervision, and training and development;
- (f) providing all equipment and assets required for the delivery of services and activities in accordance with the terms of this Agreement. The Co-manager shall ensure the quality, safety and the maintenance of the equipment and assets of the Co-manager;

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- (g) during the first six months of signing this Agreement, the parties shall conduct an inventory of assets of the Government of Belize and agree which assets may be retained by the Co-manager, where applicable;
- (h) the Ministry and the Co-manager may determine the process for the usage and sharing of assets for dual operations agreed upon;
- (i) providing all necessary personnel required for the delivery of services and activities in accordance with the terms of this Agreement. The Co-manager shall use a clear and transparent process to select qualified, competent and trustworthy employees and personnel. The Co-manager shall ensure the continuous training of staff so that they can best perform their duties. Every person so hired shall be an employee only of the Co-manager. Hiring preference shall be given to residents of Belize;
- (j) coordinate with the MPAC and the MPA program lead for the public officers working at the marine reserves to not serve more than six months working closely with the Co-manager during this transition period. Subsequently, the public officers shall be absorbed by the Fisheries Department;
- (k) the procurement and maintenance of equipment specifically for the implementation of the programs in the protected areas under this agreement. The Co-manager shall, at their cost and expense, purchase and maintain adequate insurance for the assets, including property insurance and accidents, as well as, when possible, business interruption insurance, public liability insurance and employer liability insurance;
- (l) submitting monthly work plans with budget to the MPAC upon the signing of this Agreement. The supplementary workplans and budget will allow the Co-manager to conduct the necessary assessment, which will form the basis of the business plan, financial plan, and management plan for the marine protected areas;
- (m) presenting and submitting a complete business plan, financial plan and management plan to the MPAC for the marine protected areas by the **(day)** 30th **(month)** June **(year)** 2024 ;
- (n) submitting the Annual Work Plan and budget to the MPAC and RM by the 1st day of October 2025 and each year subsequently. Work plans and budgets shall be guided by, and be aligned with, the approved business plan, financial plan, and



management plan for the managed areas and within the guidelines for the work plans and budgets set forth in Schedule III of this Agreement;

- (o) submitting regular and timely reports to the Ministry in accordance with the reporting guidelines set forth in Schedule II of this Agreement;
- (p) acting as Regional Manager of the Southern Region; and
- (q) implementing the specific functions stated under Article 29 of the Co-management Framework for Marine Protected Areas.

5. The MPA Program Lead under the auspices of the MPAC shall be responsible for providing guidance, effective oversight, and technical support with respect to the managed areas as stated under Article 28 of the Co-management Framework for Marine Protected Areas.

Functions and responsibilities of the Marine Protected Areas Program Lead.

More specifically, the functions and responsibilities of the MPA Program Lead shall include but not be limited to—

- (a) reviewing and approving the business plan, financial plan and management plan for the effective management of the MPAs to be submitted by co-managers;
- (b) reviewing provisional annual work plans and budgets leading to business plan, financial plan and management plan during transition period to be submitted by Co-managers;
- (c) reviewing and approving the business plan, financial plan and management plan for the effective management of the MPAs to be submitted by co-managers;
- (d) reviewing provisional annual work plans and budgets leading to business plan, financial plan and management plan during transition period to be submitted by Co-managers;
- (e) reviewing and approving management and operational plans, fisheries management plans, enforcement plans, business plans, resource mobilization plans, annual work plans and budgets and any other plans related to the management and operations of the marine reserve;
- (f) monitoring and evaluating the progress and effectiveness of the execution of the management and operational plans for the managed area, and

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supervise compliance with the laws, provisions and contents of this Agreement;

- (g) monitoring and evaluating annual work plans, budgets, and yearly financial audited reports shall be conducted annually;
- (h) executing a comprehensive Management Effectiveness Evaluation using the NPAS Management Effectiveness Assessment Tool yearly for the first two years in the first instance, then two (2) years after, and thereafter every three (3) years;
- (i) making all reasonable efforts to support the Co-manager in obtaining the necessary financing from existing national funding mechanisms as well as other mechanisms, equipment, consents, permits, and clearances for the operation, maintenance, and management of the protected area;
- (j) training and offering opportunities for building the capacity of the staff of the Co-manager in areas that are related to, but not limited to, law enforcement, research and monitoring, communication, fisheries and other marine resources management, and any other opportunity to build the capacity of the Co-manager to carry out its functions and responsibilities under this Agreement;
- (k) aiding in the provision of, where possible, and within or adjacent to the managed area, access to a suitable and strategic portion of national land for the construction of staff quarters for enforcement, research operations of the Co-manager or visitor management facilities;
- (l) providing all available means to guarantee, organize and provide the following services—
 - (i) protection and conservation of aquatic resources;
 - (ii) regulation for the sustainable use of resources;
 - (iii) enforcement of regulations with all available means; and
 - (iv) safety and navigation at sea;
- (m) assisting the Co-manager as necessary, particularly when the incident involves a crime or other arrestable offenses, or the individual or party demonstrates threatening or aggressive behavior;
- (n) where possible, providing and maintaining all general infrastructures, other than those covered by this Agreement, necessary for the operation and

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maintenance of the protected area, including landing areas, boardwalks, beach facilities;

- (o) supporting the Co-manager in obtaining relevant assistance with relevant enforcement agencies; and
- (p) assisting in the necessary prosecution of any person for any crime committed within the marine reserve.

6. The MPAC is to serve as the national oversight management consortium of regional managers, co-managers and the Ministry as stated under Article 26 of the Co-management Framework for Marine Protected Areas.

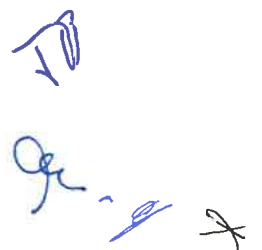
Functions of the
Marine Protected
Areas Council.

More specifically, the functions and responsibilities of the MPAC shall include but not be limited to–

- (a) the development and implementation of comprehensive policies and legislation related to the marine reserves and marine economic zone aligned with national interests and goals;
- (b) to advise the Ministry on important and relevant matters related to the MPA, regional managers, co-managers, and stakeholders;
- (c) to monitor and evaluate conservation and blue economy goals as part of the marine reserves and ecosystems;
- (d) to consider and approve with the Fisheries Department and Fisheries Council all management plans;
- (e) to provide guidance and support to the MPA Program Lead Unit and its team;
- (f) monitoring and evaluating the progress and effectiveness of the execution of the management and operational plans for the managed area, and supervise compliance with the laws, provisions and contents of this Agreement;
- (g) to monitor and supervise the MPA Program Lead Unit and its team;
- (h) in coordination with MPA Program, to review and approve the management plan, business plan, financial plan and any other relevant documents as agreed and stated on the co-management agreement;

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- (i) to advise the Ministry and Fisheries Council on important and relevant matters related to the MPA, regional managers, stakeholders, and co-managers;
7. The duties and responsibilities of the parties shall only be amended upon mutual agreement of the Co-manager, the MPAC, and the Ministry. Any amendments shall be done in writing with the official Seal of the Co-manager and the Ministry, and shall be appended to this Agreement as an amendment. Changes to duties and responsibilities of the parties.
8. The Ministry and the MPAC shall act reasonably when granting its approval to the annual work plans and budgets submitted every year. If the MPAC disapproves of the budget or proposed annual work plan or any part of it, the MPAC shall specify the particular reasons for the disapproval before the 15th day of November of each year. The Co-manager shall present to the Ministry a revised annual work plan and budget, or corresponding part, within a term of twenty (20) working days from the date of disapproval. The Ministry will provide final approval within fifteen (15) working days from the date of submission. Approval of annual work plans and budgets
9. The Co-manager shall collect fees associated with the management and development of the marine reserve area. Fees may include, but not be limited to, the following— Fees and charges.
- (a) the Co-manager shall be entitled to generate, charge and collect user fees from visitors as per the Statutory Instrument that establishes the regulations of the marine reserve in respect to the fees;
 - (b) the Co-manager shall collect concession fees from each person or company operating a concession within the reserve. Such fee shall be established by the Minister on the advice of the MPAC and in consultation with the Co-manager following the guidelines set out in clause 11 of this agreement.
 - (c) the Ministry shall not reduce the park fee applied to the reserve.
 - (d) every two years, the Co-manager may submit a proposal for a revision of the park fee structure to the Ministry. The revision of the park fee structure shall be developed by the Co-manager with the support of the MPAC and the MPA Program Lead. The MPAC shall advise the Minister of such proposal for restructuring of park fees. Within 30 days from receipt, the Ministry shall, acting reasonably, either grant or withhold its consent in



respect of such revision. If the Ministry denies consent, it shall provide its written reasons for such withholding within the same thirty (30) days. The Co-manager shall then have thirty (30) additional days to review such reasons and propose a revised park fee structure. If the Co-manager fails to agree on the revised fee structure with the Ministry within three (3) months of the first submission of the revised park fee structure by the Co-manager to the Ministry, the original park fee structure shall remain in effect. In case of an urgent situation, the Co-manager may submit a proposal supported by data and statistics to adjust park fees.

10. At the end of the first year of this Agreement, the Co-manager shall provide the Ministry with 10% of the fees collected. The Ministry with the support and approval of the Financial Secretary shall establish a designated account for the transfer of funds. A financial audit conducted by the Co-manager shall be the basis of informing the revenues derived from the Co-managed sites. The Ministry and the Co-manager shall conduct yearly assessments of the revenues generated which will determine the possibility to increase the percentage of the fees due to the Ministry.

Revenue sharing.
11. As supported and approved by the Minister and with coordination and with the assistance of the Financial Secretary, all park fees can be retained by the Co-manager to be used to fund the implementation of the approved management, operational or business plans in accordance with the approved annual work plans and budgets submitted by the Co-manager. The guidelines for use of funds established in Article 15 of the Co-management Framework for Marine Protected Areas shall also be observed. Quarterly and annual financial reports on the use of the park fees shall be submitted to the Ministry for approval following the calendar year.

Use of fees.
12. The Ministry acknowledges that the Co-manager may submit project proposals to national and international organizations and provide services to local and international tourism operators to channel funds in favor of the protected area. The Ministry agrees that the Co-manager shall collect and retain voluntary contributions and fees from tourism operators for services provided in respect to the management of the protected area in accordance with the provisions of this Agreement.

Other revenues.

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13. The Minister, on the advice of the MPAC and in consultation with the Co-manager, shall set the concession fees for commercial activities to be carried out within the general-use zones that are designated in the protected areas. The net benefit of the same shall be used strictly for the conservation and management of the protected area. The conditions for obtaining and maintaining concessionary licenses are in accordance with an approved concession policy and framework. The Minister, through the MPAC, Co-manager and concessionaire shall agree as follows–

Operation of recreation-related services in the protected area.

- (a) the Co-manager shall collect fees associated with the concession in the amount and frequency agreed to between the parties and as detailed in this agreement established in this clause;
- (b) the parties shall structure and agree on a mutually beneficial profit-sharing mechanism related to the concessions in the marine reserves. It is recommended that concessionaires pay to the Co-manager a negotiated percentage between 10% and 20% of the total annual net income;
- (c) the Ministry, MPAC and Co-manager shall provide to the concessionaires the guidelines for the types of services that are allowed in the protected areas as set out in Schedule IV of this Agreement;
- (d) the concessionaires shall have access to the reserves in order to conduct or provide the agreed upon recreation-related activities or services; and
- (e) the rights stipulated in the Concession Agreement granted to the operators of recreation-related services or concessionaires shall be non-transferable.

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14. The Co-manager shall provide the MPAC with annual unaudited financial and technical reports and reports on any major revision in the management and operational plans of the protected areas. Financial and technical reports shall be submitted within thirty (30) days after the end of calendar year. In the event the required reports are not submitted within the established time, and without a reasonable explanation, the Ministry may summon the Co-manager to produce and submit the said reports within fifteen (15) days. Failure to submit the reports within the extended time period may be grounds for termination of this Agreement. The format for the reports shall be agreed between the parties to this Agreement. In addition, yearly financial audits shall be carried out in accordance with Article 24 of the Co-management Framework for Marine Protected Areas.
15. TIDE has declared and agreed to serve as Regional (sub-national) Manager (RM) of the Southern Region in accordance with Article 29 of the Co-management Framework for Marine Protected Areas and tasked with governance of regionally consolidated protected or managed areas. There shall be three (3) RMs as stated under Article 26 for the Northern, Central and Southern regions.
16. The functions of the RM shall be as stated under Article 29 of the Co-management Framework for Marine Protected Areas.
16. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages arising out of the execution of this Agreement.
17. The constitutional documents of the Co-manager are appended to this Agreement at Annex 1.
18. The Ministry and the MPAC shall be consulted prior to any amendment to the Co-manager's Certificate of Incorporation, Memorandum of Association, Articles of Association, founding statutes, or Trust Deeds.
19. The governance of the Co-manager under this Agreement shall be in accordance with TITLE V: *Participation Mechanism in Co-management* Articles 25 and 26 of the Co-management Framework for Marine Protected Areas.
20. If or when the protected area, or any part of it, becomes the subject of a protest action, whether legal or otherwise, that has not resulted or has arisen from a breach or negligence on the part of the Co-manager or any of its subcontractors or concessionaires, the Ministry and MPAC shall take all reasonable measures to minimize and mitigate the effect of said action of the protester on the fulfilment of the
- Co-manager's reporting requirements.
- Regional Manager.
- Functions of Regional Managers.
- Limitation of liability.
- Statutes.
- Amendment to Co-manager's statutes.
- Governance.
- Litigation against the Co-manager.

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obligations of the Co-manager under this Agreement. The Co-manager shall not be entitled to any monetary compensation from the Ministry or any other relief as a consequence or consequence of said action of the protester.

21. A "change in the Act" shall be deemed any of the following events that have a material adverse effect on the Co-manager in connection with their obligations under this Agreement—
- Change in the Act.
- (a) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any governmental authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, or policy that has the force of law;
 - (b) imposition by any governmental authority of any material condition, other than a condition that has been imposed as a consequence of a violation by Co-manager of any applicable permit, in relation to the issuance, renewal or modification of any applicable permit after the date of this Agreement;
 - (c) any applicable permit previously granted ceasing to remain in full force and effect for reasons other than breach or violation by or the negligence of the Co-manager or, if granted for a limited period, being renewed in terms different from those previously stipulated; or
 - (d) in case of the occurrence of one of these events, the Co-manager may propose to the Ministry modifications to the relevant terms of this Agreement that are reasonable and are intended to mitigate the adverse effects.

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22. The Co-manager shall promptly notify the Ministry and MPAC in writing—
- Notifications.
- (a) in the event of any threats and coercions that may arise and negatively impact the natural resources and human resources within the area being co-managed.
 - (b) in the event that the condition of the natural resources of the protected area presents a significant change or any of its assets does not comply with the standards of this Agreement, or any applicable laws and regulations; or
 - (c) once they receive a citation, notification, demand or similar communication on any action or action threatened by law or in equity or before any regulatory body related to the Ministry or any part of it.
23. The ownership of the tenure, flora and fauna, sub-marine areas and resources in the marine areas shall always remain vested with the Ministry. The rights of the Co-manager shall only be that of a licensee of operation, management, and maintenance. The Co-manager shall not assign, transfer, sublet or create any charge or encumbrance, or create or permit creation of any third-party rights whatsoever, on the whole or any part of the marine areas' tenure or resources. The Ministry reserves unto itself the right to grant to any third party or to the Co-manager such rights it has with respect to the airspace above and the area below the surface of the protected or managed areas, provided that in exercising such right it shall have due regard to the rights granted to the Co-manager under this Agreement.
- Ownership of resources.
24. The MPAC shall be responsible for supervising the Co-manager's provision of the services listed in clause 4 of this Agreement by regular technical meetings with the Co-manager and field visits to the protected areas. This responsibility may be delegated to the Fisheries Department as the Minister sees fit.
- Supervision of the services.
25. Technical meetings shall be held no less than once every six (6) months.
- Frequency of technical meetings.
26. Field visits shall be conducted no less than once every six months. The MPAC may conduct field visits to the protected areas without giving any notice.
- Frequency of field visits.
27. The MPAC shall give at least two (2) weeks' notice to the Co-manager prior to conducting the technical meeting.
- Notice of meetings.

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28. Termination shall be based on the results of the performance evaluation of the Co-manager following the guidelines established in Article 22 of the Co-management Framework for Marine Protected Areas. Termination resulting from breach of this Agreement.
29. Notwithstanding Article 22 of the Co-management Framework for Marine Protected Areas, either party may terminate this Agreement at any time on the occurrence of any act, event or circumstance which is not the making of nor within the reasonable control of such party and which renders the performance of the obligations of such party under this Agreement practically unachievable within reasonable timescales and with reasonable efforts having due regard to the obligations under this Agreement and the nature of the services and activities to be provided under this Agreement, including, but not limited to, any of the following events known as a “force majeure event” Force majeure event.
- (a) an act of God;
 - (b) fire, flood, typhoon, tsunami, volcanic activity, earthquake or extreme weather conditions;
 - (c) war, including civil war, hostilities, whether or not war has been declared, invasion, coup, guerrilla activity, sanctions or blockade;
 - (d) terrorist acts;
 - (e) riot, insurrection, civil commotion, public demonstration, sabotage, embargo or acts of vandalism;
 - (f) explosion or impact of any mine, bomb, shell, grenade or other projectile or missile;
 - (g) aircraft crashes or things falling from aircraft;
 - (h) release of ionizing radiation or contamination by radioactivity, chemical or biological contamination;
 - (i) acts of any civil or military Authority; or
 - (j) epidemic or pandemic or plague.

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30. The Ministry, with the recommendation of the MPAC, may terminate this Agreement at any time on the occurrence of any one of the following events in relation to the Co-manager known as a "Co-manager insolvency event"—

Early Termination
by the Ministry.

- (a) an order is made by a court of competent jurisdiction, or a resolution is passed, for the liquidation or administration of the Co-manager or a notice of appointment of an administrator of the Co-manager is filed with a court of competent jurisdiction which has not been withdrawn within ten (10) business days of such filing or which cannot reasonably be shown to be frivolous or vexatious; or
- (b) it is unable or admits its inability to pay its debts as they fall due.

31. The Co-manager recognizes and acknowledges that the Ministry and the MPAC, on the termination of this Agreement, requires continuity in the conducting of the services. The Co-manager therefore irrevocably undertakes, upon the termination of this Agreement, as reasonably required to—

Exit provisions.

- (a) use its best efforts to assist the Ministry to affect the orderly and uninterrupted transition of conducting the protected areas;
- (b) as part of the termination of this Agreement, the Co-manager shall provide an inventory of all assets and the status of each asset to the Ministry and the MPAC. The Government shall retain full ownership of all assets.
- (c) assist the MPAC to provide advice to the Ministry in respect of specific service management issues;
- (d) commit available resources to affect the transition, including for this purpose, to allow the MPAC and the Ministry reasonable access to any employee of the Co-manager;
- (e) allow the MPAC, the nominee or a new Co-manager to make offers of employment to employees of the Co-manager who are, as at the termination of this Agreement, employed by the Co-manager;
- (f) assign to the MPAC all of the contracts concluded between the Co-manager and third parties;

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- (g) make appropriate training available to the employees or agents of the Ministry or the new Co-manager;
- (h) agree with the Ministry and the MPAC the reasonable costs, including, but not limited to, overhead expenses and management costs, payable to the Co-manager in respect of the functions and obligations undertaken by the Co-manager under the terms of this clause;
- (i) in the event that the Parties fail to come to an agreement in respect of any of the provisions of this clause, the failure of the parties shall be deemed to be a dispute, and shall be dealt with in accordance with clause 44 of this Agreement.

32. This Agreement shall be renewable at the end of the current term for a successive ten (10) years term unless either party gives written notice of its intention not to renew. A letter of intent to continue the Co-management of the protected areas in this Agreement shall be sent to the Ministry at least twelve months prior to the expiration of this agreement. Within three (3) months of receiving the letter of intent, the MPAC on behalf of the Ministry shall respond with a decision to-

Renewal.

- (a) renew this Agreement after it has completed a Management Effectiveness Evaluation using the NPAS Management Effectiveness Assessment Tool and it is satisfied with the results of the evaluation;
- (b) terminate this agreement if it is unsatisfied with the results of the management effectiveness assessment or it has determined that the Co-manager is in contravention with any of the terms or conditions of this Agreement. The process for termination in this clause shall be in accordance with clause 28 of this Agreement;
- (c) receive approval for renewal as per the recommendation of the MPAC submitted to the Ministry for a final approval; or
- (d) the criteria to be taken into account in the decision on the renewal of this Agreement in the managed areas shall be in accordance with Article 19 in the Co-management Framework for Marine Protected Areas.



33. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement. No limitation of liability set forth elsewhere in this Agreement shall be applicable to this indemnification. Indemnities.
34. The Co-manager may make a reasonable request for waiver of certain provisions of this Agreement by submitting a formal letter of such request along with a justification for the request to the Ministry. The Ministry has all rights granted under the Fisheries Resources Act to refuse the waiver request if it deems the request to be unreasonable. Refusal and reasons for such refusal shall be submitted in writing to the Co-manager within thirty (30) days of receiving the request. The waiver of any provision in this Agreement shall not be deemed a waiver of any other provision of this Agreement, nor shall the waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Waiver.
35. All notices given pursuant to this Agreement shall be in writing, and may be hand delivered, or shall be deemed received within fifteen (15) days after mailing if sent by registered or certified mail. If any notice is sent by facsimile or by electronic mail, confirmation copies shall be sent by mail or hand delivery to the specified address. Either party may from time to time change its notice address by written notice to the other party. Notices.
36. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. Severability.
37. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written. Entire agreement.

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38. No modification or claimed waiver of any provision of this Agreement shall be valid, except by written amendment signed by authorised representatives of the Ministry, MPAC and the Co-manager. Revision and amendment to this Agreement shall be done every five (5) years. Amendment to this agreement.
39. The parties to this Agreement shall assess the effectiveness of the terms and conditions of this Agreement as needed, provided that such assessment shall be done at least every five (5) years. Any amendment or modification shall be agreed to by both parties and shall be in accordance with clause 6 of this Agreement. Revision of the terms and conditions of this agreement.
40. Neither party may assign, directly or indirectly, all or any part of its rights or obligations under this Agreement without the prior written consent of the Ministry, the MPAC and the Co-manager, which consent shall not be unreasonably withheld or delayed. Assignment and transfer.
41. This Agreement shall be governed by and construed in accordance with the laws of Belize. Governing law.
42. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. Dispute resolution.
43. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to mediation. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within ninety (90) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within ninety (90) days, the dispute shall be submitted to the Minister who shall make a final decision. Mediation.
44. All documents, materials, and information in the possession of each party that are in any way relevant to the claim or dispute shall be made available to the other party and the MPAC for review and copying no later than 30 days after the dispute has been resolved or the final decision of the Minister. All documents shall be kept confidential. Arbitration.

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45. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. This agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

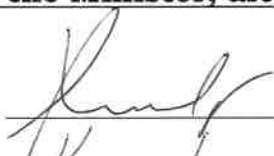
46. Regarding the co-managing entities of the marine reserves, the following is prohibited- Prohibitions.

- (a) signing of agreements with third parties for the development of programs and projects, or granting permits, concessions or service contracts;
- (b) imposition of responsibilities not considered in this Agreement signed between the parties;
- (c) signing of contracts for research, bio-prospecting or exploitation sharing of the resources of the Protected Area with third parties. This is the exclusive responsibility of the Minister; or
- (d) carrying out activities that are not contemplated in the management or business plan, or financial plan, work plan and the co-management agreement, by the Co-manager without the prior authorization of the MPAC and the Ministry.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorised representatives as of the last date written.

DATED this 6th day of October 20 23.

Signed by the Minister, after consultation with the Fisheries Council

for
Signature: 
Name: Kenneth Cassin
Date: 06.10.23

On behalf of the Co-manager

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

Witness to the above Signatures

Name: _____

Date: _____

Signature: _____