

**Memorandum of Understanding**  
**Between**  
**Ministry of Blue Economy and Civil Aviation**  
**and**  
**Toledo Institute for Development and Environment**

This Agreement is made between **Ministry of Blue Economy and Civil Aviation/Belize Fisheries Department**, hereinafter referred to as the **Ministry**, and **Toledo Institute for Development and Environment**, hereinafter referred to as **TIDE**, whose office is located at 1 Mile San Antonio Road, Punta Gorda Town, Toledo District, Belize.

**WHEREAS** the Ministry of Blue Economy and Civil Aviation is the Ministry responsible for the Belize Fisheries Department;

**WHEREAS**, under section 4 of the Fisheries Resources Act, the Belize Fisheries Department, headed by the Fisheries Administrator, is responsible for administration of this Act and regulations which include the sustainable use and management of the country's aquatic and fisheries resources;

**WHEREAS** TIDE, as one of Belize's leading conservation NGOs whose management of Payne's Creek National Park (PCNP) and Port Honduras Marine Reserve (PHMR), as well as its private protected lands in southern Belize, offers opportunities for diverse marine and terrestrial ecology field-based learning activities;

**WHEREAS** TIDE is working to increase the knowledge, monitoring, and protection of the Cayman Crown Reef and the Sapodilla Cayes Marine Reserve (SCMR), which is partially dependent on TIDE being co-managers of the SCMR and conducting enforcement and patrol activities, specifically at Cayman Crown and other established fish spawning aggregation (FSA) sites within the reserve;

**WHEREAS** The Ministry recognizes TIDE's demonstrated capacity and success in co-managing a marine reserve, and acknowledges its ability to fundraise for the co-management of SCMR, which will build on BFD's management of SCMR;

**AND WHEREAS**, both The Ministry of Blue Economy and TIDE are desirous of sustaining a partnership and collaboration that will be mutually beneficial for both entities;

**CONSIDERING**, that the Ministry in the final stages of completing the National Co-Management Framework for Belize and concedes the process extending to the end of 2022, but is desirous for TIDE to co-manage the SCMR;

**CONSIDERING** TIDE's support for the Ministry's values, and the sharing of mutual interest to manage Belize's fisheries resources efficiently and sustainably;

**NOW THEREFORE**, in consideration of the above recitals it is hereby agreed by and between the BFD and TIDE to undertake the following Agreement:

**AGREEMENT**

The purpose of this MOU is to strengthen the management and conservation of the Sapodilla Cayes Marine Reserve, specifically the Conservation Zone IV which includes the Cayman Crown Site as declared under Statutory Instrument 107 of 2020, and FSA sites within the SCMR (including Nicholas Caye and Rise and Fall Bank).

**SECTION 1. ROLES AND RESPONSIBILITIES**

***Management of the SCMR, including necessary staff hire***

- TIDE shall oversee the management and ongoing monitoring of FSA sites at the Cayman Crown Reef, and adjacent FSA sites within the SCMR (including Nicholas and Rise and Fall Bank), to ensure the efficient and effective management of FSAs.
- TIDE shall employ a (1) Site Manager who will oversee the implementation of approved workplan and other related activities under this MOU consistent with the Management Plan 2021-2026. The Site Manager will be based at the field station at Hunting Caye and will liaise with TIDE's BIOPAMA AC Project Manager, who in turn will communicate with the BFD's Marine Reserves Operations Manager. The Site Manager shall coordinate closely with the Marine Reserve Station Manager as needed for the effective coordination and implementation of the activities within this MOU. Recruitment will commence upon signing of the MOU.
- TIDE shall employ four (4) Rangers who will be responsible for conducting enforcement and patrols at Cayman Crown. The rangers shall be overseen by TIDE's Site Manager. In the absence of onsite capacity to implement specific activities, the Ministry through BFD, shall provide assistance until TIDE's counterpart staff can be recruited and trained. Recruitment will commence upon signing of the MOU and TIDE shall ensure that the required staffing is hired within one (1) month after the signing of this MOU.
- BFD shall provide a Fisheries Regulations Training to TIDE's SCMR field team (Site Manager and Rangers) to ensure the effective management of Cayman Crown and other FSA sites.
- TIDE Rangers will conduct enforcement and patrol activities at the Cayman Crown site, as well as established FSA sites known as Nicholas and Rise and Fall Bank.
- TIDE shall conduct joint enforcement and patrol activities with the Belize Coast Guard at the Cayman Crown site. The terms and conditions of the joint effort will be detailed in a separate MOU endorsed by the Ministry.

- TIDE’s Site Manager will work closely with the BIOPAMA AC Project Manager to develop and implement a monthly work plan and shall meet as needed to review progress and amend work plans. The Marine Reserve Station Manager must be kept apprised on a monthly basis regarding the development and implementation of proposed workplans.
- TIDE’s Site Manager will share the SMART reports generated during the enforcement and patrol activities on a monthly basis with the BIOPAMA Action Component (AC) Project Manager. The BIOPAMA AC Project Manager will collate all SMART reports, including those generated within SCMR through patrols conducted by BFD and funded by TIDE, producing a monthly report with recommendations for consequent patrols based on findings.
- TIDE will provide BFD with fuel to conduct enforcement and patrol activities at FSA site Seal Caye during the FSA season, as specified under the BIOPAMA AC fuel budget. BFD Marine Reserve Station Manager will liaise with the BIOPAMA AC Project Manager for fuel requests and shall share the SMART report monthly during the FSA season.

**Shared infrastructure at Hunting Caye**

- BFD shall provide the infrastructure and basic services necessary for the execution of the proposed actions under this Agreement, e.g., accommodations, running water, and electricity, where both TIDE and BFD staff will use the BFD building at Hunting Caye as their field station. Where the electricity demand by TIDE staff exceeds the current output of the system, TIDE shall seek to improve the current solar system.
- TIDE shall occupy the lower flat of the building - two (2) bedrooms, one (1) bathroom, and the hallway, for dining purposes, as well as share an office space with the BFD Fisheries Officers and Immigration Officer stationed at Hunting Caye. During this transition phase, the BFD Fisheries Officers shall occupy the upper flat of the building and the Immigration Officer shall continue to use the single room in the lower flat. Access will be granted to the Marine Reserve Station Manager for the inspection of the solar system located in the lower flat of the building.
- TIDE shall build a kitchen on the lower flat of the building for the use of the TIDE field staff. Kitchen plans will be designed by TIDE and shared with the BFD for approval. TIDE shall oversee the construction and payment of the space.
- TIDE agrees to maintain all necessary fixtures and provide maintenance to rooms / spaces in the lower flat of the building under their care and ensure that they are in good working order. Any damage that may occur as a result of negligence on behalf of the TIDE field staff will be paid for by the Toledo Institute for Development and Environment (TIDE).
- BFD and TIDE will share water resources available at Hunting Caye. This includes water collected through an existing water collection system (e.g., a vat) and may also include the installation of a second system by TIDE, which will be funded by the organization.
- At least twice in the year, BFD and TIDE’s Administrative staff will assess the facilities and services at Hunting Caye and provide a follow-up report on recommendations to improve services and facilities.
- TIDE’s field staff will follow a Standard Operating Procedures (SOPs) protocol to ensure optimal safety and security whilst at Hunting Caye. The SOPs will be generated by the BIOPAMA AC Project Manager in collaboration with TIDE’s Operations Manager and the Marine Reserve Station Manager.
- TIDE will develop a Risk Management Plan and an Emergency Response Plan for the SCMR, to ensure safety plans are in place for staff operating at the field station.

**Funds and resources**

- TIDE shall provide all necessary equipment and materials for the TIDE Rangers to carry out monitoring, enforcement and patrol activities at the designated sites, e.g., vessel and fuel.
- BFD shall provide all necessary equipment and materials for the Fisheries Officers to conduct monitoring, enforcement and patrol activities in the SCMR, e.g., vessel and fuel.
- TIDE shall provide monthly rations to the TIDE field staff (1 Site Manager and 4 Rangers).
- In the interim of this agreement, TIDE will continue fundraising efforts to enable the organization to meet the criteria for full co-management of SCMR in the near future.
- Expenses arising from implementation of this MOU will be generated and paid for by the party initiating such expense unless otherwise agreed to in writing between the parties.

**SECTION 2. VALIDITY AND TERMINATION**

This MOU shall take effect on 14<sup>th</sup> day of **October 2022** and will remain in effect for one (1) year in the first instance and will be subject to renewal or replaced by another agreement. Any extension beyond the expiration date must be in writing and signed by MBECA and TIDE at least one (1) month before the expiration date.

The terms of this agreement may be amended or terminated at any time by a mutual agreement of the signatures 90 days after prior written notice.

**SECTION 3. INTELLECTUAL PROPERTY RIGHTS**

- Regarding this MOU, the following is prohibited for TIDE;
  - Signing of agreements with third parties for the development of programs and projects, or granting permits, concessions or service contracts;
  - Imposition of responsibilities not considered in the MOU signed between the parties;
  - Sign contracts for research, bioprospecting or exploitation sharing of the resources of the protected area with third parties. This is the exclusive responsibility of the Minister;

- Carry out activities that are not contemplated in this MOU and/or business plan and work plan without the prior authorization of the Ministry.
- All intellectual rights, data, and information generated by activities within this agreement is property of the Government of Belize. Both parties shall have the unrestricted license to use the property for non-profit, academic or conservation purposes only. Any other use requires prior written approval of the other party. The parties agree that any intellectual property, data and other proprietary information previously owned by the party and used to fulfill certain activities under this MOU shall remain the property of that party.

#### SECTION 4. **FORCE MAJEURE**

The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of nature, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to perform its obligations in this MOU, such non-performance shall not be considered a breach of this Agreement.

#### SECTION 5. **CONTACT INFORMATION**

##### ***Contact Information for Belize Fisheries Department and TIDE***


- (i) **All communication regarding BFD should be directed to BFD office at (501)223-2187 / 224-4552.** Questions related to the terms of this agreement should be directed to Acting Fisheries Administrator, Rigoberto Quintana, [quintanari@gobmail.gov.bz](mailto:quintanari@gobmail.gov.bz)
- (ii) **All communications from BFD to TIDE should be directed through to BIOPAMA AC Project Manager, Cecilia Guerrero, email: [scrm@tidebelize.org](mailto:scrm@tidebelize.org) at TIDE office at: 722-2129 or 722-2274.** Questions related to the terms of this agreement should be directed to TIDE Executive Director, Celia Mahung, email: [executivedirector@tidebelize.org](mailto:executivedirector@tidebelize.org) or at TIDE office at: 722-2274.
- (iii) **Emergency Communications:** In case of emergency, TIDE staff will contact TIDE's Executive Director, who will then communicate with the BFD, directly to the following number:
  1. Executive Director, Celia Mahung: **+501- 615-6022**

The Parties look forward to working in collaboration with each other to make the **SCMR Management Plan 2021-2026** a success. Each Party acknowledges that it has read and understands the guidelines and procedures set forth above. Each Party will use its best efforts to comply with the above guidelines and procedures.

This MOU is signed and acknowledged by:

  
 Celia Mahung, Executive Director  
 Toledo Institute for Development and Environment (TIDE)


Date: 14 / 10 / 2022

  
 Witness: Cecilia M. Guerrero  
 Project Manager, BIOPAMA AC, TIDE

Date: 14. 10. 2022

  
 Kennedy Carrillo  
 Chief Executive Officer  
 Ministry of Blue Economy and Civil Aviation

Date: 14. 10. 22

  
 Witness: Merissa Gillett  
 Administrative Officer  
 Ministry of Blue Economy and Civil Aviation

Date: 14. 10. 22