

BELIZE

Spawning Aggregation Data Sharing Agreement between and among Belize Audubon Society, Coastal Zone Management Authority & Institute, Fisheries Department, Friends of Nature, Green Reef, The Nature Conservancy, Toledo Institute for the Development and Environment, University of Belize, Wildlife Conservation Society, and World Wildlife Fund.

INTRODUCTION.

The Belize Audubon Society (BAS) is a non-profit, non-governmental, membership organization dedicated to the promotion of the sustainable use and preservation of our natural resources in order to maintain a balance between people and the environment. BAS is responsible for the management of Half Moon Caye and Blue Hole Natural Monuments on Lighthouse Reef.

The Coastal Zone Management Authority & Institute (CZMAI) is a semi-autonomous statutory body responsible for research, monitoring and formulation of policy to support the allocation, sustainable use and planned development of Belize's coastal and marine resources, established under the Ministry of Agriculture and Fisheries.

The Fisheries Department is the government agency legally responsible for fisheries management, management of marine reserves and the issuing of marine research permits. The Fisheries Department is the national spawning aggregations monitoring coordinator and data administrator.

Friends of Nature (FoN) is a non-profit, non-governmental organization that represents the five coastal communities of Hopkins, Seine Bight, Placencia, Independence, and Monkey River and aims to protect their natural resources by developing their human resources. FoN has a co-management agreement with the Fisheries Dept. to manage the Galdden Spit & Silk Cayes Marine Reserve.

Green Reef Environmental Institute is a private, non-profit organization dedicated to the promotion of sustainable use and conservation of Belize's marine and coastal resources. Green Reef initiated the national spawning aggregation monitoring program for Nassau grouper.

The Nature Conservancy (TNC) is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the purposes of preserving plants and animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. TNC is presently supporting and assisting monitoring efforts at several spawning aggregation sites.

Toledo Institute for Development and Environment (TIDE) is a non-profit, non-governmental organization established as a grassroots initiative to address the needs of

the Toledo District. TIDE has a co-management agreement with the Fisheries Dept. and is responsible for the management of the Port Honduras Marine Reserve.

University of Belize Institute of Marine Studies runs a marine research station at Calabash Caye, Turneffe, with the aim of providing facilities for scientific monitoring, research, and environmental awareness programs that focus on shallow water tropical marine ecosystems.

Wildlife Conservation Society (WCS) is a non-profit international conservation organization qualified under Section 501(c)(3) of the United States Internal Revenue Code committed to saving wildlife and wild lands around the world. WCS has conducted research on the Nassau grouper and its spawning aggregations in Belize for many years.

World Wildlife Fund (WWF) is a non-profit organization qualified under Section 501 (c)(3) of the United States Internal Revenue Code and organized for the purposes of the conservation of nature. WWF has been supporting the spawning aggregation monitoring work of several local NGOs.

RECITALS.

Whereas the Parties are all members of the Spawning Aggregation Data Sharing Group and wish to set out their agreements as to the use of information generated under the Reef Fish Spawning Aggregation Monitoring Protocol for the Wider Caribbean (Attached hereto as Attachment 1).

DEFINITIONS.

“Raw Data” refers to the data compiled on the data sheets as described in the attached Reef Fish Spawning Aggregation Monitoring Protocol for the Wider Caribbean.

“Formatted Data” refers to the raw data that has been converted into digital table format according to the database architecture rules mutually agreed on by the Parties.

“Processed Data” refers to any data sets derived from formatted data.

“Data” refers to raw, formatted or processed data.

“Data Administrator” refers to the Fisheries Department who will maintain an archive of all Raw Data.

“Data Manager” refers to CZMAI who is responsible for compiling and distributing the Formatted Data to the Parties, and for keeping written records of all Data distribution.

“Party” refers to a member of the Spawning Aggregation Data Sharing Group who has signed this agreement.

“Parties” refers to more than one member of the Spawning Aggregation Data Sharing Group who has signed this agreement.

“Person” shall be construed as broadly as possible and shall include any individual, limited liability company, corporation, partnership, trust, joint venture, unincorporated organization, government, government agency, government authority, or any other entity.

“Third Party” is defined as any person, organization etc. that is not a member of the Spawning Aggregation Data Sharing Group. This includes any non-local program, chapter or section of an international NGO or governmental organization.

“Spawning Aggregation Data Sharing Group” is defined as the group of organizations that are signatories to this Agreement.

OBJECTIVES.

- 1.0 The “Data” are to be used for research, conservation, and management purposes only.
- 2.0 The Data are accessible electronically and can be used by the Parties, under the following conditions:
 - 2.1 These Data will not be transferred to any other Third Party without the written consent of all the Parties to this Agreement.
 - 2.2 Written consent must be obtained from the Party owning the Data before a Party can use another Party’s Data in any publication.
 - 2.3 Any Party can use the Data it collected in any way it sees fit, without the consent of the other Parties.
 - 2.4 Clear acknowledgement of all Parties must be given when using Parties’ Data in any public lectures, articles, reports, etc.
 - 2.5 Copies of all reports or publications derived from these Data must be provided to all Parties.
 - 2.6 The names and logos of the Parties are trademarks; as such, they may not be used on reports and publications without the prior express written consent of the respective Parties.
- 3.0 Before any Data are collected, the Party must be in possession of a valid research license, or authorization to collect data, from the Fisheries Department. A condition of the license includes the requirement for copies of all data to be submitted to the Fisheries Department, according to the Fisheries Regulations.

GENERAL

- 1.0 Each Party must submit copies of its Raw Data to the Fisheries Department. As Data Administrator, the Fisheries Department will maintain an archive of all Raw Data.
- 2.0 Each Party is responsible for formatting its own Data, and submitting these Formatted Data to the CZMAI, the Data Manager.
- 3.0 As Data Manager, the CZMAI is responsible for compiling and distributing the Formatted Data to the Parties, and for keeping written records of all Data distribution.
- 4.0 Although all efforts will be made to ensure accuracy, the Parties do not accept responsibility for errors in the Data.
- 5.0 This Agreement shall become effective as to the Parties that sign the Agreement prior to _____ and the Agreement shall be in effect for a period of three years as from the date of the last signature. Any Party who wishes to withdraw from this Agreement must give 60 days prior written notice to the other Parties. Parties, including those who have withdrawn, are bound to the terms of the agreement in perpetuity.

Signed:

title

Belize Audubon Society

Date:

title

Coastal Zone Management
Authority & Institute

Date:

title

Fisheries Department

Date:

title

Friends of Nature

Date:

title

Green Reef Environmental Institute

Date:

title

The Nature Conservancy

Date:

title

Toledo Institute of Development &
Environment

Date:

title

University of Belize

Date:

title

Wildlife Conservation Society

Date:

title

World Wildlife Fund

Date: