

An Agreement for Collaboration and Data Sharing among Members of the
National Coral Reef Monitoring Network (DRAFT)

This Data Sharing Agreement is made among the National Coral Reef Monitoring Network's current members which include the Belize Audubon Society, Coastal Zone Management Authority & Institute, ECOMAR (Environmental Conservation Organization), Fisheries Department, Green Reef, Healthy Reefs for Healthy People Initiative, Lisa Carne, Siwa-Ban Foundation, Southern Environmental Association, the Environmental Research Institute (University of Belize), The Nature Conservancy, Toledo Institute for Development and Environment, Wildlife Conservation Society, Wildlife Trust, and World Wildlife Fund.

INTRODUCTION

The National Coral Reef Monitoring Network is comprised of various government agencies responsible for marine protected areas, co-management NGOs that have daily oversight of marine protected areas, other NGOs involved in coral reef conservation, independent individuals that conduct research on coral reefs in Belize, and international NGOs that provide support to coral reef management and academic institutions that conduct research, monitoring and training.

Since late 1994, the Fisheries Department has been overseeing a National Coral Reef Monitoring Program which has been expanded to address new and developing concerns over the last decade, such as bleaching and disease. Presently, coral reef monitoring includes monthly assessments for bleaching and disease, biannual monitoring looking at community change and health using the Synoptic Monitoring Protocol and periodic assessments using the AGRRA protocol.

There are several organizations involved in coral reef monitoring countrywide, that make up the network and include the following organizations listed below.

The Belize Audubon Society (BAS) is a non-profit, non-governmental, membership organization dedicated to the sustainable management of Belize's 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 Atoll.

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.

ECOMAR (Environmental Conservation Organization) is a non-profit, non-governmental organization promoting "Conservation through Education" and focuses on the marine environment. One method used to achieve this goal is to involve all levels of society in marine conservation including visitors, guides and fishermen. Current projects include Coral Watch Belize, Lionfish Wanted Dead or Alive, Reef Rally Marine Life Assessment and the Robinson Point Turtle Project.

The Environmental Research Institute (ERI) of the University of Belize is a non-profit, scientific institute established to build research capacity in Belize and work to ensure that decision-making is based on accurate knowledge for the effective management, sustainable use and conservation of natural resources. UB manages and owns a field station at Calabash Caye, Turneffe and through the ERI monitoring and research programs, focus is placed on research that supports management of the Turneffe Atoll including coral reef monitoring.

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 Coral Reef Monitoring Network chair.

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.

Healthy Reefs for Healthy People Initiative (HRI) is an international, multi-institutional effort that tracks the health of the Mesoamerican Reef, the human choices that shape it and the progress in ensuring its long-term integrity. HRI is working to improve the understanding of reef health and provide a platform to increase the collective conservation impact in the Mesoamerican Reef.

The Siwaban Foundation (SbF) is a small nonprofit working to accomplish research, conservation and education in Belize's marine habitats, principally at Caye Caulker. Since 1990 we worked to fight for establishment of multi-habitat protection for Caye Caulker's reefs, seagrass, mangroves and littoral forest. We are active members of FAMRACC, the Co-Management CBO of Caye Caulker Marine and Forest Reserves, including design and leadership in FAMRACC's restoration project (2007-8). We have coordinated Tourguide Training at Caye Caulker.

Southern Environmental Association (SEA), formerly Friends of Nature and TASTE, is a non-profit, non-governmental organization that represents the coastal communities of Hopkins, Sittee River, Seine Bight, Placencia, Independence, Monkey River, Punta Negra and Punta Gorda, and aims to protect their natural resources by developing their human resources. SEA has co-management agreements with the Fisheries Dept. to manage the Gladden Spit & Silk Cayes Marine Reserve and the Sapodilla Caye Marine Reserve and with the Forest Department for Laughing Bird Caye National Park. .

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 the activities of partners in protected areas management, monitoring, sustainable fisheries and sustainable tourism efforts in the Mesoamerican Reef.

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 Department and Forest Department and is responsible for the management of the Port Honduras Marine Reserve, Paynes Creek National Park and private lands.

Wildlife Conservation Society (WCS) is a non-profit international conservation organization qualified under Section 501(c)(3) of the United States Internal Revenue Code and also registered in Belize committed to saving wildlife and wild lands around the world. WCS is supporting a wide range of marine ecosystem monitoring activities in Belize.

Wildlife Trust (WT) is a non-profit 501(c)(3) tax exempt charity of the US, and a registered NGO in Belize. It is an international organization of scientists dedicated to the conservation of biodiversity. In 2005, WT established coral reef research coordinating with the Mesoamerican Barrier Reef Systems Project (MBRS) and using their established protocols. WT has focused on coral and reef fish surveys the Central Barrier Reef, expanding its efforts to monitor coastal ecosystem health from the central lagoon systems to the reef.

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's mission is to stop the degradation of the planet's natural environment and to build a future in which humans live in harmony with nature by: conserving biodiversity, ensuring that the use of renewable resources is sustainable and promoting the reduction of pollution and wasteful consumption. To achieve this mission, WWF: 1) works in partnership with governments, local communities, local NGOs international agencies, and business and industry, identifying realistic solutions to the world's most pressing environmental problems; 2) reinforces its program of field projects with policy work specifically designed to address the root causes of environmental degradation; and 3) uses a rational and science-based approach to conservation, which focuses on key issues and priorities. WWF's thematic programs address key biomes (forest, freshwater, and marine), global threats (climate change and toxics), as well as priority endangered species. WWF has been supporting the coral reef monitoring work of several local NGOs.

RECITALS

Whereas the Parties are all members of the National Coral Reef Monitoring Network and wish to set out their agreements as to the use of information generated under the coral reef monitoring activities undertaken by members of the group. Data to be shared includes data that results from monitoring projects that are undertaken by the group as a whole. If members would like to share other data from monitoring projects that are not done collectively as the group, this is optional, but not a requirement of this agreement.

DEFINITIONS

"Raw Data" refers to the data compiled on the data sheets.

"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 the agency responsible for compiling and distributing the Formatted Data to the Parties, and for keeping written records of all data distribution. Initially ECOMAR will be the Data Manager, and when the Environmental Resource Institute (ERI) at the University of Belize comes online in 2009, responsibility will be transferred to the ERI.

“Party” refers to a member of the National Coral Reef Monitoring Network who has signed this agreement.

“Parties” refers to more than one member of the National Coral Reef Monitoring Network 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 National Coral Reef Monitoring Network. This includes any non-local program, chapter or section of an international NGO or governmental organization.

“National Coral Reef Monitoring Network” or “Coral Network” or “Network” is defined as the group of organizations or individuals that are signatories to this Agreement.

CONDITIONS

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 one Party can use another Party’s Data in any publication (includes peer-reviewed publications, thesis work, education modules).

2.3 Any Party is entitled to use the Data it collected in any way it sees fit, without the consent of the other Parties.

2.4 Parties are entitled to collaborate to use their data jointly, and agree among themselves following a mutually agreeable protocol for data sharing, authorship, and acknowledgments, involving the collaborating partners.

2.5 Clear acknowledgement of the Parties that collected the data must be given when using Parties’ Data in any public lectures, articles, reports, etc.

2.6 Copies of all reports or publications derived from these Data must be provided to all Parties.

2.7 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.

2.8 Acknowledgement of the Network should be made as follows: “Data provided by the Belize National Coral Reef Monitoring Network”

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.

4.0 Data Access Protocols for Third Parties

Data access may be requested from scientists, managers, students, or other individuals with a bona fide purpose. Data access will not be granted for open-ended, exploratory investigations, or for any use that would make data freely accessible to the public. In order to ensure that research being planned or currently conducted by contributors is not compromised or unnecessarily duplicated, and that proper authorship or acknowledgment of all major data contributors occurs, any request for data must be submitted to the Network in the form of a brief proposal. The proposal need not be lengthy, but it should at a minimum contain sufficient information on the following:

- Name of the requesting institution(s) and of the Principal Investigator;
- Outline of the proposed work, including questions being addressed, hypotheses tested or anticipated management application;
- Anticipated data requirements;
- Anticipated products of the work (e.g. scientific paper, student thesis, environmental assessment (EA), environmental impact statement (EIS), management plans, reports, derived datasets);
- Estimated time frame to completion of the study (not to exceed two years, at which time a report is due. It is understood that peer-reviewed and thesis publications may require a longer time frame and so a progress report indicating the outcome of the study may be filed while awaiting publication).

Proposals can be received by the Fisheries Department or Data Manager and will be reviewed by Network members with knowledge of the type of work being proposed and/or an ownership role with the data. Proposals will also be sent for review to those organizations that contributed substantial portions of the data being requested. The review will be focused on ensuring that duplication of effort is minimized, that proposed analyses seem appropriate, and that potential coauthors are identified. In

some cases, the reviewers may suggest that, instead of authorship, acknowledgement of Network as a whole and/or certain institutions/persons be included in any published document.

GENERAL

1. Each Party agrees to 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. Each Party is responsible for formatting its own Data, and submitting these Formatted Data to the Data Manager.
3. The Data Manager is responsible for compiling and distributing a summary compilation of the Formatted Data to the Parties, and for keeping written records of all Data distribution.
4. Although all efforts will be made to ensure accuracy, the Parties do not accept responsibility for errors in the Data.
5. This Agreement shall be in effect for a period of three years 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.
6. As new members join the National Coral Reef Monitoring Network they may become signatories to this Data Sharing Agreement, through a process of vetting by the Network and passage of numbered amendments to this document containing the new organization's signature.