

# CEPF SMALL GRANT FINAL PROJECT COMPLETION REPORT

<b>Organization Legal Name:</b>	Environmental Foundation of Jamaica
<b>Project Title:</b>	Building the capacity of the IUCN Caribbean Regional Committee to improve protected area governance and policy in the Caribbean.
<b>Date of Report:</b>	May 30, 2014
<b>Report Author and Contact Information</b>	Karen McDonald Gayle (kmcdonaldgayle@efj.org.jm)

**CEPF Region:** Caribbean

**Strategic Direction:** Strategic Direction 3.2 Enable local and regional networking, learning and best-practice sharing approaches to strengthen stakeholder involvement in biodiversity conservation.

**Grant Amount:** US\$20,000

**Project Dates:** May 1, 2013 to March 31, 2014  
12 months total (6 months (signed grant) + two 3 month no-cost extensions)

## 1.0 Implementation Partners for this Project (please explain the level of involvement for each partner):

The implementation partners for this grant included the following:

### a) *IUCN Regional Committee*

- Caribbean Natural Resources Institute\* – CANARI (Chair of Sub-Committee)
- Environmental Foundation of Jamaica\* – EFJ (Vice-Chair)
- Centro para la Conservacion y Ecodesarrollo de la Bahia de Samana y su Etoro<sup>1</sup> - CEBSE (Secretary)
- Fondation pour la Protection de la Biodiversité Marine\*<sup>2</sup> – FoProBiM (Executive Member)
- Jamaica Environment Trust - JET (Jamaica)\*
- Jamaica Conservation and Development Trust\* – JCDDT (Jamaica)
- Para La Naturaleza (Puerto Rico)

Of the seven organisations listed above, four are current or past CEPF grantees. These organisations are indicated by an asterix in the list above.

The members of the IUCN Regional Committee supported the process of finalising the by-laws for the Caribbean Regional Sub-Committee of IUCN members, which was one of the outputs of this project, by providing regular feedback and dialogue at meetings. The group also worked on the Letter Of Interest to the CEPF that resulted in this project.

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<sup>1</sup> Centre for the Conservation and Eco-development of Samana Bay and its Environs

<sup>2</sup> Foundation for the Protection of Marine Biodiversity

Para La Naturaleza played the lead role in preparing and drafting By-Laws for the Subcommittee (Appendix A)

## 1.2 Project Consultants

Project implementation was also supported by consultants from one of the implementation partners, the Jamaica Environment Trust, who provided the services listed below:

### 1. Suzanne Stanley - Website Production Coordinator

Ms. Stanley was contracted to coordinate and manage all aspects of the Communication Materials once it was decided that the grant would focus on supporting the development of the Nature Caribe network. Ms. Stanley was the liaison with the EFJ and regional stakeholders. She identified, instructed and coordinated all activities including:

- Design of logo
- Design and initial population of website
- Design of fact sheet (to be web and camera ready for printing as necessary)
- Design of Issues Paper template (which the NC team will have to populate)
- Initiate and manage NC website, Twitter, and FaceBook accounts to December 31, 2014

Ms. Stanley identified and managed the following contractors for her activities, who were paid directly by the grant:

- Blitz Web Designs
- SK Designs

### 2. Danielle Andrade - Legal Consultant

Ms. Andrade was originally asked to work on the registration of the regional entity. After discussions evolved to eliminate that option due to initial cost and commitment outlays from individual member groups, Ms. Andrade's contract was modified to design for the members' 2 'starter' documents:

- a Memorandum of Understanding (MOU) that outlines the process of operation for the NC members in 2 scenarios as a network
- a contract template for joint projects for any sub-project 'team', which would require a lead and a process for proposal development and payments to team members, etc.

## Conservation Impacts

***Please explain/describe how your project has contributed to the implementation of the CEPF ecosystem profile.***

The CEPF Ecosystem Profile specifically refers to the value of local stakeholders such as conservation NGOs as well as to building capacity and cooperation. The development of NGOs and civil society as stakeholders in development has been slow in the region, and slower still the evolution of *effective* alliances for biodiversity conservation.

This project has contributed to strengthening regional networking and forging more effective alliances in the following ways:

- Drafting and securing approval of By-Laws for the Caribbean IUCN Regional Committee. These were part of the next step for formalising the new Committee as outlined in the guidelines for Regional Committees for the IUCN.
- Establishing a new conservation-focused regional network of conservation and environmental management NGOs called Nature Caribé that spans traditional lines of association along linguistic and geopolitical lines to include organisations from the Anglophone, Francophone, Hispanophone and Dutch-speaking Caribbean.

- Putting in place framework collaboration through a draft memorandum of understanding (MOU) and establishing a brand identity for Nature Caribé through a web presence and creating a template for critical first documents such as a letterhead.

The CEPF Ecosystem Profile also notes that one of the institutional limitations to environmental management in the Caribbean is that fact that many environmental and community organisations limitations “still work in relative isolation from each other with weak networks, often due to intense competition between groups for limited funding and a project centred approach for much of their work.” The formation of Nature Caribé is an attempt to foster a new modus operandi for regional networking that avoids some of the pitfalls of previous regional networking experiences, such as being donor driven and focussed on short term funding that later led to intense competition between the network secretariat and members for grants/funds, as well as including organisations that were overly reliant on the network for funding in the face of their own internal financial/capacity deficiencies.

The original premise of this project was to strengthen IUCN Caribbean members by producing a strategic road-map for IUCN Caribbean Members to continue the growth of this new regional NGO and formally establish Regional Committee. However, once the the partners, who began meeting as the IUCN Caribbean Regional Committee, they felt it was strategic to form a new grouping to facilitate networking across a wider platform than the IUCN membership to work together on non-IUCN activities, and as necessary with non-IUCN members such as

- joint project design and proposal writing
- joint regional NGO positions on globally significant biodiversity and conservation issues

The partners were all experienced conservation NGOs and began to share regional experiences and concerns. It was decided that in addition to the contribution some of us could make through the IUCN, there was value in a separate collaboration among partners on non-IUCN matters, in particular in Biodiversity and Conservation Management.

The partners in the original concept are listed below:

#### *Nature Caribé Founding Members:*

- Bahamas National Trust\* – BNT (Bahamas)
- Caribbean Natural Resources Institute\* – CANARI (Trinidad and Tobago and regional)
- Environmental Foundation of Jamaica\* – EFJ (Jamaica)
- Caribbean Research and Management of Biodiversity – CARMABI (Curacao)
- Centro para la Conservacion y Ecodesarrollo de la Bahia de Samana y su Etorno<sup>3</sup> - CEBSE (Dominican Republic)
- Fondation pour la Protection de la Biodiversite Marine\*<sup>4</sup> – FoProBioM (Haiti)
- Grupo Jaragua\* (Dominican Republic)
- Jamaica Conservation and Development Trust\* – JCDT (Jamaica)
- Jamaica Environment Trust - JET (Jamaica)\*
- Para La Naturaleza (Puerto Rico)

*\*also CEPF Grantees*

The Nature Caribé network is still embryonic and is not yet at the operational stage of joint fundraising and implementation; however, the pace of establishment is part of a deliberate approach by the partners to take the time needed to design a formal process (registration, by-laws,

<sup>3</sup> Centre for the Conservation and Eco-development of Samana Bay and its Environs

<sup>4</sup> Foundation for the Protection of Marine Biodiversity

elections, secretariat etc.) that is inclusive, democratic, and sustainable and that can offer long-term benefit to biodiversity conservation in Caribbean islands.

The network is intended to be led, driven and directly managed (financially and operationally) by the membership, which comprises established, indigenous (Caribbean) organisations. (All of the current partners have seven or more years of project development and management.) These entities are already working in the region and have strong project and donor experience (7 of 10 founding members are current or past CEPF grantees, for example, and an eighth is in advanced discussions with the Caribbean Regional Implementation Team (RIT) regarding a follow-up grant to advance the achievements of this one.) In fact, one of Nature Caribé's distinguishing features is the institutional strength and maturity of its members. This means that while the network will identify opportunities for such collaboration, none of the organisations need the partnership to achieve their institutional objectives, and that the network will only enhance and add value to their existing portfolios, thus avoiding the pitfalls of intense competition previously mentioned. Partners are interested in exploring joint added value projects that build on their strengths and *existing experience and knowledge*.

Another strength of the network is in the broad mix of partners that goes beyond traditional geopolitical lines (e.g., Commonwealth Caribbean, CARICOM, etc) to include representation from the entire geographic region, regardless of language, culture etc.

***Please summarize the overall results/impact of your project against the expected results detailed in the approved proposal.***

Although this project process led to the formation of Nature Caribé, the IUCN Caribbean members recognised the value of remaining a part of the IUCN process. This therefore means that the group in many instances had 2 components to consider – its role as IUCN members and its role as a new partnership network, beyond the IUCN possibilities.

The By-Laws for the IUCN Regional Committee were drafted and approved under this project, but the formal registration of the Nature Caribé network and a formal structure and secretariat was deferred. A number of approaches were considered – both for registration (whether in one territory or many) and secretariat (static or rotating). The final decision, however, was that cooperation and seizing early opportunities for collaboration and joint fundraising were more critical factors and partners would commit to setting aside up 5% of any funds raised jointly to build the Nature Caribé accounts for future development.

With this change in focus, the EFJ received approval from the RIT to re-focus the CEPF grant to begin the design of promotional materials and design of a brand identity that would begin to pull together and promote existing information on the founding partners and create a Nature Caribé logo and internet presence. A follow-on project to further institutionalise the network and build on the framework designed by this initiative through the preparation of By-Laws, formal registration and the development of a strategic plan has been prepared by Nature Caribé partner Para la Naturaleza and is being considered favourably by the CEPF Caribbean RIT.

The table below summarise the project results and processes for both groupings.

EXPECTED RESULTS	FINAL ACHIEVEMENTS/OVERALL IMPACT	
	Nature Caribé	IUCN Regional Sub-Committee
<b>Draft strategic planning ideas</b>	<p>The group met in Jamaica in July 2013 and identified the following areas for initial joint cooperation:</p> <ul style="list-style-type: none"> <li>➤ Knowledge sharing</li> <li>➤ Advocacy</li> <li>➤ Research</li> <li>➤ Capacity Building</li> <li>➤ Action on the ground</li> <li>➤ Education and Outreach</li> </ul> <p><b>THEMATIC AREAS</b></p> <ul style="list-style-type: none"> <li>➤ Sustainable Livelihoods</li> <li>➤ Biodiversity Conservation</li> <li>➤ Environmental Governance</li> </ul> <p>It was agreed that given the non-responsiveness and non-inclusiveness of the IUCN, the organizations should work together both as IUCN but also, where practicable, independent of the IUCN identity as most of the groups had their own strong international links and reputations. Further details on the Nature Caribé approach below.</p>	<p>The group met in Jamaica in July 2013 and noted concerns in making concrete decisions for their actions as IUCN in the Caribbean and their ability to represent IUCN in the Caribbean because despite discussions with the IUCN secretariat at various levels, they did not feel that they were so empowered. The main strategic action, therefore, would be continued efforts to advocate for Caribbean member involvement in IUCN activities in the region. It was noted that initiatives such as BIOPAMA were advertised as demonstrating IUCN working in the region but that IUCN members were not involved.</p>
<b>Bylaws</b>	Not yet a priority for the new entity. Joint cooperation agreements would be used until a more established process could be supported (in terms of personnel, funds and other resources)	Drafted and agreed upon by group (Appendix A)
<b>MOU</b>	Drafted under project, in addition to joint project/collaboration agreement (Appendices B and C)	Not relevant
<b>Registration of committee in 2 countries</b>	Not yet a priority for the new entity.	Agreement of members to sign and such formal establishment of the sub-committee not a priority given current concerns and new direction
<b>Joint materials and online presence</b>	<p>The following outreach materials were completed under project and examples and screenshots (as relevant) are presented in Appendix D. While it is too early to speak about the impact of these materials, the paragraphs below explain the current status and dissemination reach to date.:</p> <p>Fact sheet: The purpose of the fact sheet is to introduce the new entity and its goals. It was designed to be easily printed and also has been distributed electronically online via Facebook and Twitter and will be available for the website and in joint proposal applications.</p> <p>Web presence A website has been designed and will go live on June 25. It also highlights the new grouping and its objectives as well as shares links and information on each member in general and specifically related to the topics of priority for the Nature Caribé</p>	

	<p>The Nature Caribé Facebook page can be accessed by following this link  <a href="https://www.facebook.com/naturecaribe">https://www.facebook.com/naturecaribe</a>. The page was set up in March 2014. The page has regular re-posts from members' pages and is at 22 likes and growing.</p> <p>The Nature Caribé Twitter account was set also up in March 2014. The group Tweets under the handle @nature caribe. The group currently has 19 followers and has posted 42 tweets.</p> <p>The project was utilised to ensure Nature Caribe web and social media presence is supported through to December 2014 through the contractors. This will be managed by EFJ and FoProBim.</p>	
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Appendix E (page 39) provides the more detailed notes of the meeting of partners held under the project in July 2013.

### AREAS OF INITIAL FOCUS

The meeting also began the process of targeting activities of regional interest, in particular in which members at the meeting have already played a role or are actively participating and where the regional voice would be useful and of benefit. The found Nature Caribe members listed previously agreed to lead and participate in circulating information to the network and getting their position on the topics listed.

<u>Areas of Focus</u>	<u>Topics</u>
<b>Environmental Governance</b>	<ul style="list-style-type: none"> <li>• Latin American and Caribbean Declaration on <u>Principle 10</u> (access rights, participation and transparency (signed by Ja, T&amp;T and DR)</li> <li>• <u>Small Island Developing States (SIDS) 2014</u> process</li> <li>• Civil society position paper needed in August 2013.</li> <li>• <u>Sustainable Development (SD) Goals</u> development</li> <li>• Linked with global think tank alliance, Wider consultations</li> </ul>
<b>Biodiversity Conservation</b>	<ul style="list-style-type: none"> <li>• <u>Invasive Species</u></li> <li>• Mitigating the Threat of Invasive Alien Species within the Insular Caribbean (MTIASIC) – A Global Environment Facility (GEF) project</li> <li>• <u>Red List (Species and Ecosystems)</u></li> <li>• Objective: to get more NGOs involved in the process and using the Red List</li> <li>• <u>Impacts of climate change on biodiversity</u> and how to implement actions</li> <li>• <u>Protected Areas Management:</u> <ul style="list-style-type: none"> <li>• lessons learnt/best practices</li> <li>• case studies,</li> <li>• capacity building</li> </ul> </li> </ul>
<b>Sustainable Livelihoods</b>	<ul style="list-style-type: none"> <li>• How can <u>communities benefit from living in and working in protected areas?</u></li> <li>• Development of <u>sustainable alternative income generating activities</u></li> <li>• <u>CEPF Key Biodiversity Areas (KBAs)</u> <ul style="list-style-type: none"> <li>• Important Bird Areas (IBAs)</li> </ul> </li> <li>• <u>Sustainable tourism</u></li> <li>• <u>Role of conservation in social justice</u></li> </ul>

**Please provide the following information where relevant:**

**Hectares Protected:** N/A  
**Species Conserved:**  
**Corridors Created:**

**Describe the success or challenges of the project toward achieving its short-term and long-term impact objectives.**

**Were there any unexpected impacts (positive or negative)?**

Successes:

- Decisions on a way forward for regional NGO collaboration that addressed all concerns - to work both with IUCN process as well as to develop independent network (NC). Workshop notes also available. (Appendix F)
- Project allowed meeting, face-to-face dialogue of groups, which led to establishment of NC.

Challenges:

- Dialogue within region- between interested parties, especially when not face-to-face is harder than with others. Issues range from busy full-time schedules of all members (no dedicated person for regional activities), to bandwidth for Skype calls and other similar considerations. This also resulted in an unbalanced burden of the project falling to the lead organisation, the EFJ to create and vet the work of the consultants.

## **Lessons Learned**

**Describe any lessons learned during the design and implementation of the project, as well as any related to organizational development and capacity building. Consider lessons that would inform projects designed or implemented by your organization or others, as well as lessons that might be considered by the global conservation community.**

**Project Design Process: (aspects of the project design that contributed to its success/shortcomings)**

- A project of this scope - across the region - is always a challenge to coordinate. In addition, the group made a deliberate decision to (i) take ownership and, as a direct result given the very busy schedules of the members, (ii) move slowly and deliberately to establish a network by consensus that has the buy-in of all partners.

**Project Implementation: (aspects of the project execution that contributed to its success/shortcomings)**

- as above

## **ADDITIONAL FUNDING**

**Provide details of any additional donors who supported this project and any funding secured for the project as a result of the CEPF grant or success of the project.**

<b>Donor</b>	<b>Type of Funding*</b>	<b>Amount</b>	<b>Notes</b>
None			

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**\*Additional funding should be reported using the following categories:**

- A** *Project co-financing (Other donors contribute to the direct costs of this CEPF project)*
- B** *Grantee and Partner leveraging (Other donors contribute to your organization or a partner organization as a direct result of successes with this CEPF project.)*
- C** *Regional/Portfolio leveraging (Other donors make large investments in a region because of CEPF investment or successes related to this project.)*

### **Sustainability/Replicability**

**Summarize the success or challenge in achieving planned sustainability or replicability of project components or results.**

**Summarize any unplanned sustainability or replicability achieved.**

- The new Nature Caribé is a promising new direction for independent Caribbean coordination on conservation. While it was not the intended outcome of the project, it represents distinct new, lasting opportunities for the region through continued partnerships with project opportunities as well as working jointly on regional NGO positions. As was noted in the discussions leading to its formation, it is critical that the organisations involved learn from the attempts of the past, and grow the Nature Caribé into the institution that represents them, and not the will of others and with that it is poised to become a regional force and focal point on conservation in the region.

### **Safeguard Policy Assessment**

**Provide a summary of the implementation of any required action toward the environmental and social safeguard policies within the project.**

### **Additional Comments/Recommendations**

- Next Steps for Nature Caribé:
  - (1) To develop the operational structures of Nature Caribé, with a set of complete by-laws and criteria to select new members.
  - (2) To develop a business plan and approach viable funding opportunities – BioPAMA, etc., including US-based - ones that may be of value to Nature Caribé to continue to support projects in KBAs especially funds and opportunities for technical support from IUCN and other regional civil society groups.
- Activities will include
  - (1) Formally establish the Regional Committee and develop a Strategic Action Plan for sustaining it.
  - (2) Approach viable funding opportunities

These steps have formed the basis of a phase 2 proposal that that has been submitted to CEPF by fellow NC member Para La Naturaleza (Puerto Rico).



## Information Sharing and CEPF Policy

CEPF is committed to transparent operations and to helping civil society groups share experiences, lessons learned, and results. Final project completion reports are made available on our Web site, [www.cepf.net](http://www.cepf.net), and publicized in our newsletter and other communications.

**Please include your full contact details below:**

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**\*\*\*If your grant has an end date other than JUNE 30, please complete the tables on the following pages\*\*\***

## Performance Tracking Report Addendum

### CEPF Global Targets

### (Enter Grant Term)

Provide a numerical amount and brief description of the results achieved by your grant.  
Please respond to only those questions that are relevant to your project.

Project Results	Is this question relevant?	If yes, provide your numerical response for results achieved during the annual period.	Provide your numerical response for project from inception of CEPF support to date.	Describe the principal results achieved from July 1, 2007 to June 30, 2008. (Attach annexes if necessary)
1. Did your project strengthen management of a protected area guided by a sustainable management plan? Please indicate number of hectares improved.	NO			Please also include name of the protected area(s). If more than one, please include the number of hectares strengthened for each one.
2. How many hectares of new and/or expanded protected areas did your project help establish through a legal declaration or community agreement?	N/A			Please also include name of the protected area. If more than one, please include the number of hectares strengthened for each one.
c3. Did your project strengthen biodiversity conservation and/or natural resources management inside a key biodiversity area identified in the CEPF ecosystem profile? If so, please indicate how many hectares.	N/A			
4. Did your project effectively introduce or strengthen biodiversity conservation in management practices outside protected areas? If so, please indicate how many hectares.	N/A			
5. If your project promotes the sustainable use of natural resources, how many local communities accrued tangible socioeconomic benefits? Please complete Table 1 below.	N/A			

**If you answered yes to question 5, please complete the following table**

**Table 1. Socioeconomic Benefits to Target Communities**

Please complete this table if your project provided concrete socioeconomic benefits to local communities. List the name of each community in column one. In the subsequent columns under Community Characteristics and Nature of Socioeconomic Benefit, place an X in all relevant boxes. In the bottom row, provide the totals of the Xs for each column.

Name of Community	Community Characteristics	Nature of Socioeconomic Benefit
	Small landowners Subsistence economy Indigenous/ ethnic peoples Pastoralists/nomadic peoples Recent migrants Urban communities Communities falling below the poverty rate Other	Increased Income due to: Adoption of sustainable natural resources management practices Ecotourism revenues Park management activities Payment for environmental services Increased food security due to the adoption of sustainable fishing, hunting, or agricultural practices More secure access to water resources Improved tenure in land or other natural resource due to titling, reduction of colonization, etc. Reduced risk of natural disasters (fires, landslides, flooding, etc) More secure sources of energy Increased access to public services, such as education, health, or credit Improved use of traditional knowledge for environmental management More participatory decision-making due to strengthened civil society and governance. Other
<b>Total</b>		
If you marked "Other", please provide detail on the nature of the Community Characteristic and Socioeconomic Benefit:		

APPENDIX A:

**IUCN CARIBBEAN REGIONAL SUB-COMMITTEE BY-LAWS**

## **By-Laws the IUCN Regional Committee of Members in the Caribbean**

### **Preamble**

*Whereas,*

Regional and national committees of IUCN Members are core components of IUCN facilitating cooperation among members and coordination with IUCN programs and Commissions,

*Whereas,*

Participation of the members in their regional and national programmes and in the governance of IUCN is essential for programme growth and development,

*Whereas,*

Members are enabled to participate in the preparation and evaluation of IUCN Programmes and strategies and to prepare for each World Conservation Congress;

**The IUCN Members of the Caribbean have decided to establish an IUCN Regional Committee of Members, as authorized under Part VII of the Statutes of IUCN, including the Annex which lists the States of the Caribbean region as, Antigua and Barbuda, Bahamas, Barbados, Cuba, Dominica, Dominican Republic, Grenada, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines and Trinidad and Tobago. Members hereby agree to operate the Regional Committee in accordance with these By-Laws.**

### **1. Establishment of the IUCN Regional Committee of Members in the Caribbean**

- 1.1. A majority of the Members of the Caribbean region, shall establish a Members' Forum (hereinafter "the Forum"). The IUCN Director General shall advise the Forum of the names and focal points for each IUCN Member within the Caribbean, and the Director General's list of current IUCN Members shall comprise the only list of Members of the Regional Committee. The Forum shall always have the active participation of a majority of the IUCN Members in the Caribbean.
- 1.2. In its 1<sup>st</sup> meeting of members, the Forum shall establish and constitute the IUCN Regional Committee of Members (hereinafter "the Regional Committee)" in accordance with the By-Laws established herein.
- 1.3. The Forum shall elect the members of the first Regional Committee, its Chair and officers. All nominees shall be supported by at least two active IUCN members in good financial standing.

### **2. Rights, Duties and Functions of the Regional Committee**

- 2.1. The Regional Committee shall:
  - a) Be self-governing and autonomous and shall not undertake or impose financial obligations or liabilities upon IUCN, which is not responsible for commitments entered into by the Regional Committee;
  - b) Adopt its own by-laws;
  - c) Adopt and pursue its own policies as long as they remain consistent with the policies and objectives of IUCN;

- d) Elect its own officers and establish its own operating procedures;
- e) Inform its members at least one week in advance of the dates, times, agenda , formats (including website or venue as needed) of its meetings;
- f) Issue statements relevant to the objectives of IUCN, provided always that such statements or actions taken pursuant thereto, shall be solely on behalf of the Regional Committee and shall not commit IUCN to any financial, legal or policy obligations;
- g) Use the name and logo of IUCN as authorized by the Council;
- h) Send an annual report on its activities to the Director General and Forum members;
- i) Participate in the formulation of the IUCN programme for the region;

**2.2. The functions of the Regional Committee are to:**

- a) Encourage suitable organisations to become or remain members of IUCN;
- b) Take positions on issues of interest and concern to IUCN members in the sub-region;
- c) Undertake advocacy and awareness-raising activities on behalf of IUCN members in the sub-region;
- d) Facilitate the development of common activities, awareness processes, education and training to strengthen the skills and expertise of IUCN members;
- e) Motivate actions for the conservation and sustainable management of nature, and for the wellbeing of present and future generations in the insular Caribbean;
- f) Facilitate and promote discussion, communication and exchange of information on the environment through forums, networks or other channels, among the members;
- g) Follow up on the decisions reached at the World Conservation Congress and applicable to the insular Caribbean;
- h) Make necessary arrangements with the IUCN Secretariat for the implementation of decisions reached by the Committee;
- i) Support the membership and their national committees in the accomplishment of objectives;
- j) Promote communication and cooperation among members and good governance in IUCN operations and programmes;
- k) Grant appropriate honours and awards to members or persons for outstanding performance in the sub-region;
- l) Prepare and review motions for discussion at IUCN's World Conservation Congress;
- m) Support the regional programme and facilitate the work of IUCN Commissions, whilst also promoting communication between Commissions and members in the region;
- n) Strengthen the debate and decision-making processes on the regional agenda for sustainable development, and develop and advocate common positions on issues of conservation and sustainable development in the Caribbean based on IUCN programme outcomes and lessons learned;

### **3. Membership of the Regional Committee**

- 3.1. All IUCN members in the Caribbean in good financial standing shall be eligible for membership on the Regional Committee.
- 3.2. Each Member of the Regional Committee shall have the right to a vote in accordance with IUCN Statutes and Regulations.
- 3.3. IUCN Members in Overseas Territories of the Caribbean may be invited to participate as observers in order to achieve the IUCN's "One Programme" objective for the region.
- 3.4. Government agencies or non-governmental organizations that are not members of IUCN may be invited by the Regional Committee to attend its meetings but without the right to vote or use of the name or logo of IUCN which are rights reserved solely for IUCN Members.

### **4. The Executive of the Regional Committee shall consist of:**

- a) A chair, one or more deputy chairs, a treasurer and a secretary serving as officers of the Committee;
  - b) Six individuals from IUCN member organizations elected in their individual capacity by the Forum *ex-officio*;
  - c) The IUCN Councillor for the region without voting rights; and
  - d) One representative from the IUCN regional secretariat, without voting rights.
- 4.2. No more than two Executive members may come from the same State.

### **5. Functions of the Executive**

- 5.1. Members of the Executive may not assume commitments on behalf of the Committee without the appropriate authorization by the Committee.
- 5.2. **The functions and responsibilities of the Chair of the Regional Committee** shall be to:
  - a) Represent the Regional Committee and implement the decisions of the Committee;
  - b) Convene and preside over the affairs of and sign agreements on behalf of the Committee;
  - c) Approve the minutes of ordinary and extraordinary meetings of the Committee;
  - d) Maintain contact with the members, national committees, the regional Secretariat, the Regional Councillor, Commissions, and IUCN Secretariat at Headquarters;
  - e) Act as mediator in the resolution of problems between members, where necessary;
  - f) Disseminate official communications on behalf of the Committee and serve as the liaison between the Committee and the Director General of IUCN, or their designated nominee responsible for liaising with the Regional Committee;

- g) Ensure preparation and presentation of an annual report covering the activities of the Committee and disseminate to Forum members, the Director General and the IUCN Council;
- h) Establish contacts with potential donors and with IUCN to make funds available for the Committee.

**5.3. The functions and responsibilities of the Vice Chair** shall be to:

- a) Represent the Chair in his/her absence;
- b) Support the functions of the Chair;
- c) Sign and disseminate correspondence and other documents, as required.

**5.4. The functions and responsibilities of the Secretary** shall be to:

- a) Keep records of and co-sign minutes and resolutions of ordinary and extraordinary meetings of the Committee and transmit copies of said minutes to all IUCN Members in the region and to the Director General of IUCN on a timely basis;
- b) Be responsible for the Forum and Committee voting process including overseeing the nominations process in accordance with these By-Laws and IUCN Statutes and Regulations;
- c) Prepare and transmit the annual report of the Regional Committee to the Director General of IUCN in at least one of IUCN's official languages.

**5.5. The functions and responsibilities of the Treasurer** shall be to:

- a) Maintain control of and keep up-to-date records of the Committee's income and expenditure receipts;
- b) Provide financial statements and reports to and to the Committee's donors, as required; and
- c) Be accountable for the proper use of the Committee's funds as per decisions of the Committee.

**5.6. Resignation.** Any officer may resign at any time by giving written notice to the Chair of the Steering Committee. Such resignation shall take effect at the time specified therein or immediately if no time is specified and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any unfilled position or vacancy occurring in the Steering Committee for any reason may be filled by the affirmative vote of a majority of the remaining officers present at a meeting. Any officer elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until his or her death resignation or removal.

**5.7. Removal of an Executive Member.** Unless otherwise restricted by these By Laws, any or all Executive Members elected by the members may be removed with cause, by the affirmative vote of a majority of the members at meeting of the members or by a majority of the members responding to a vote by written ballot.

## **6. Elections**

**5.1 Bi- Annual Elections.** The IUCN Regional Committee shall hold elections to elect executive positions and to vote and transact such other business as may properly come



before the election. Elections shall be held every two years on a date of convenience as may be determined by the members and voting shall be conducted in person, by mail or electronic means.

**5.2 Terms.** Appointed members shall serve two year terms, and individuals may serve up to two consecutive terms, subjected to renewed appointment.

**5.3 Rotation of the Steering Committee.** The Chair and the Vice Chair shall rotate such that the appointed individual serves one year as Chair and one year as Vice Chair. The Secretary and Treasurer shall rotate such that the appointed individual serves one year as Secretary and one year as Treasurer.

**5.4 Quorum.** The Steering Committee must receive a ballot or other requested electronic vote at the mailing address, electronic address, or facsimile number or through such electronic voting system designated in the written notice upon or prior to the effective voting date from at least fifty percent (50 %) of Committee members entitled to vote.

**5.5 Voting.** Each member entitled to vote shall be entitled to one (1) vote on all matters submitted by the Steering Committee.

**5.5.1 Voting by Mail or electronic Means.** Any action including, but not limited to, the election of officers, amendment of the Committee's By Laws or the approval of a proposed plan, consolidation or dissolution, upon which members are entitled to vote shall be voted upon at a meeting in person, by mail (to include electronic mail, facsimile or similar transmission or other electronic voting system) and written notice of the proposed action shall be sent to each person known to be entitled to vote on such action as a member of the Committee. Said written notice shall state: the name of the member, the nature of the proposed action which is to be voted upon : the mailing address, electronic address or facsimile number to which the ballot is to be returned or the electronic voting system through which a vote must be processed in order to register such vote. The effective voting date , which shall be a date no less than five (5) days and no more than forty five (45) days following the date upon which said written notice is delivered or mailed to the members. Except as is otherwise provided by: the By Laws, the proposed action shall be the action of the members only if a majority of the members casting votes indicate an affirmative vote in favour of the proposed action by ballots received completed.

**6 Meetings.** The Steering Committee shall endeavour to meet at least once a year. Extraordinary meetings may be called by the Chair or a consortium of three members of the Steering Committee.

**6.1 Meetings by Electronic Means.** Members of the Steering Committee thereof may participate in a meeting of the board or its committee by means of conference telephone, audible electronic transmission, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time.

**6.2 Quorum.** Fifty per cent (50%) plus one of eligible members shall constitute a quorum.

**6.3 Task forces.** The Committee, at its discretion, may establish committees/task forces on specific issues or for special purposes.

**6.4 Decisions of the Committee** shall be adopted by consensus. If consensus cannot be reached, adoption shall be by majority vote of the members present. The Chairperson shall hold a casting vote, in the event of a tied vote. A member can delegate her/his vote to another Member present by providing a formal Proxy to the Chair of the Steering Committee in advance of the meeting.

## **7 Amendments**

**7.1** These By-Laws may be amended by an affirmative vote of two-thirds of Committee members constituting the membership of the Members' Forum.

**7.2** Any member may propose an amendment to the By-Laws, and the Chair of the Steering Committee shall circulate the proposed amendment to all the Members

**7.3** Three months from the date of circulation of the proposed amendment, it may be voted upon by a ballot of all the Members of the Regional Committee. Where an amendment fundamentally changes the By-Laws, the Chair shall also communicate the fact of the amendment to all the members and to IUCN.

## **8 Adoption**

**8.1** These By-Laws shall enter into force from the date of their adoption by the Members of the Regional Committee, duly noted by (the undersigned)

APPENDIX B:

**MEMORANDUM OF UNDERSTANDING GOVERNING NATURE CARIBÉ**

**MEMORANDUM OF UNDERSTANDING  
RELATING TO NATURE CARIBÉ**  
by and among  
**THE ENVIRONMENTAL FOUNDATION OF JAMAICA**  
and  
**THE JAMAICA CONSRVATION AND DEVELOPMENT TRUST**  
and  
**THE JAMAICA ENVIRONEMNT TRUST**  
and  
**THE CARIBBEAN NATURAL RESOURCES INSTITTUTE**  
and  
**THE BAHAMAS NATIONAL TRUST**  
and  
**FONDATION POUR LA PROTECTION DE LA BIODIVERSITÉ MARINE**  
and  
**PARA LA NATURALEZA**  
and  
**GRUPOJARAGUA**  
and  
**CENTRO PARA LA CONSERVACIÓN Y ECODESARROLLO DE LA BAHÍA DE  
SAMANÁ Y SU ENTORNO (CEBSE)**

**THIS MEMORANDUM OF UNDERSTANDING (hereinafter called “MOU”)** is made this day of \_\_\_\_\_, Two Thousand and Fourteen (“Effective Date”) BETWEEN **THE ENVIRONMENTAL FOUNDATION OF JAMAICA, (“EFJ”), THE JAMAICA CONSERVATION AND DEVELOPMENT TRUST, (“JCDT”), THE JAMAICA ENVIRONMENT TRUST ( “JET”), THE CARIBBEAN NATURAL RESOURCESINSITUTE (“CANARI”), THE BAHAMAS NATIONAL TRUST (“BNT”), THE FONDATION POUR LA PROTECTION DE LA BIODIVERSITÉ MARINE (“FoProBiM”), PARA LA NATURALEZA (“Para la Naturaleza”), GRUPO JARAGUA (“Grupo Jaragua”) and CENTRO PARA LA CONSERVACIÓN Y ECODESARROLLO DE LA BAHÍA DE SAMANÁ Y SU ENTORNO (“CEBSE”).** The Parties are hereinafter referred to collectively as the “Parties” and individually, a “Party”.

**1. PURPOSE OF MOU**

The Parties intend for this MOU to foster communication, the exchange of information and the sharing of resources among themselves and to provide a framework for future specific operational agreements for cooperation and collaboration in the development and implementation of projects related to Nature Caribe and areas of work as provided herein below.

**2. NATURE CARIBE (“NC”)**

**NATURE CARIBÉ** was established in July 2013 and is a network of non-governmental organisations collaborating for the conservation and sustainable use of the natural resources of the Caribbean in the following areas of work: biodiversity conservation, sustainable livelihoods, and environmental governance.

### 3. PARTIES

**EFJ** is a non-profit organization, registered in Jamaica, and organized for the purpose of facilitating the promotion and implementation of activities which will conserve and manage the natural resources and environment of Jamaica.

**JCDT** is a non-profit organisation, registered in Jamaica, whose mission is to promote environmental conservation and sustainable development with particular emphasis on the Blue and John Crow Mountains for the benefit of Jamaica and our people.

**JET** is a non-profit organisation, registered in Jamaica, whose mission is to protect Jamaica's natural resources using education, conservation, advocacy and the law to influence individual and organizational behaviour and public policy and practice.

**CANARI** is a non-profit organization, registered in Saint Lucia, St. Croix and Trinidad and Tobago, with its main office in Port of Spain, Trinidad and which undertakes applied and action research on, and analysis, monitoring and evaluation of, innovative policies, institutions and approaches to participation and governance, sharing and dissemination of lessons learned, including capacity building; and fostering partnerships, particularly those that build on regional assets and talents and contribute to closer regional cooperation.

**BNT** is a non-governmental organization created by the Bahamas National Trust Act of 1959 with responsibility for developing and managing the Bahamas National Park System.

**FoProBiM** is a non-profit organization headquartered in Haiti and was officially recognized by the Haitian government in 1995 as a foundation working on environment issues in the areas of sustainable development, education, research, monitoring, and advocacy.

**Para la Naturaleza** is a unit of the non-profit organisation Conservation Trust registered in Puerto Rico, which provides educational offerings, organises volunteer and resident scientists, undertakes fundraising initiatives and manages all El Fideicomiso de Conservación de Puerto Rico natural areas and whose goal is to integrate into society in the protection and management of our natural areas to achieve higher percent of land protected for conservation in Puerto Rico

**Grupo Jaragua** is a non-profit organisation, registered in the Dominican Republic, created to contribute to the sustainable management of biodiversity with emphasis on the Jaragua-Bahoruco-Enriquillo Biosphere Reserve of the Dominican Republic, as well as its surrounding area, and to participate in actions related to natural areas of the Dominican Republic.

**CEBSE** is a non-profit organisation, registered in the Dominican Republic, to empower and strengthen the social sectors that are important for the sustainable management of natural and cultural resources, transmit knowledge, attitudes and create conditions for sustainable development of the region.

#### **4. PRINCIPLES TO GUIDE COLLABORATION**

In its collaboration, the Parties will be guided by the following principles:

- a. *shared vision and values*: the Parties agree to collaborate because they share a common vision of what should be achieved and they have common objectives. They seek to build this collaboration on the basis of their current and projected niche(s) and strength(s);
- b. *specificity*: the collaboration will only cover specific areas of cooperation related to NC and each Party will retain the right to take independent and autonomous decisions on all of matters outside of these specific areas. The Parties are however encouraged to collaborate, both formally and informally, through communication and information sharing, mutual support and the constant exploration of opportunities for collaboration;
- c. *ownership, equity and trust*: the Parties are owners and full participants in the arrangement, and the levels of their respective contributions to the collaboration should be somewhat comparable. All decisions regarding the NC activities will be taken collectively and on the basis of consensus. All levels and structures within the partner organisations (governance boards, management, staff) will be fully informed and will be involved as appropriate;
- d. *effective governance*: mechanisms will be put in place to facilitate joint decision-making, and to avoid and resolve disputes. These mechanisms will be transparent and participatory to reinforce trust and ownership;
- e. *value added and clear purpose*: all Parties are satisfied that the collaboration has a purpose and that it is adding: (a) to their capacity, especially because each Party is bringing a unique set of skills and experiences into the collaboration and (b) to their funding opportunities, especially by giving them access to sources that would not otherwise be available to them individually.

#### **5. COLLABORATIVE EFFORTS, ROLES AND RESPONSIBILITIES**

##### Information sharing

- a. The Parties jointly agree to share information, resources and expertise on projects carried out jointly by NC members and on activities and developments in the Caribbean region relating to biodiversity conservation, sustainable livelihoods, and environmental governance.
- b. For the purposes of this MOU, information includes data, meta-data, research and management information (e.g. inventories, surveys and research, natural diversity database and Geographical Information System Programmes) where appropriate and reasonable.

##### Fund-raising

- c. The Parties jointly agree to:
  - i. Make reasonable efforts to raise funds for joint projects and activities of NC at the national and regional level;
  - ii. Participate and collaborate in the implementation of NC projects and initiatives in the Caribbean region by assisting, sharing or combining their resources, to the extent practicable, for more effective and efficient development and implementation of such projects;

- iii. Consult all other Parties in the development of the concept, objectives, components, budget, work plan and in the implementation of all NC proposals and projects;
- iv. Submit reports to the Parties on all funding and in-kind contributions spent on joint activities of the NC conducted in partnership with NC members.

Advocacy

- d. The Parties jointly agree to:
  - i. Advocate jointly on issues relating to shared concerns in biodiversity conservation, sustainable livelihoods and environmental governance in the Caribbean region on a case by case basis as agreed upon by the Parties;
  - j. Advocacy initiatives include joint statements, communications, and publications.

Governance

- e. The Parties jointly agree to:
  - k. Develop an informal organizational structure for NC that encourages collaboration.
  - ii. Meet as needed to address the activities and operation of NC.

**6. TRANSFER OF FUNDS**

This MOU does not obligate either Party to provide financial support of any other Party. Any transfer of funds between the Parties shall be the object of an independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party, and shall be duly signed by both Parties.

**7. PRINCIPAL CONTACTS**

The Parties shall appoint the following delegates from their respective organisations for proper communication and coordination of activities under this MOU:

a) EFJ

Karen McDonald Gayle  
Environmental Foundation of Jamaica  
1B Norwood Road, Kingston 5, Jamaica  
Telephone: 1 (876) 960-6744  
Email: kmcdonaldgayle@efj.org.jm

b) JCDT

Susan Outuokan  
Jamaica Conservation Development Trust  
29 Dumbarton Avenue, Kingston 10, Jamaica  
Telephone: 1 (876) 960-2848-9  
Email: Jamaicaconservation@gmail.com

c) BNT

Eric Carey  
Bahamas National Trust  
Village Road, PO Box N-4105, Nassau Bahamas  
Telephone: 1 (242) 393-1317  
Email: ecarey@bnt.bs

d) JET

Diana McCaulay  
Jamaica Environment Trust  
11 Waterloo Road, Kingston 10, Jamaica  
Telephone: 1 (876) 960-3693  
Email: jamentrust@cwjamaica.com

e) CANARI

Nicole Leotaud  
Caribbean Natural Resources Institute  
Building 7, Unit 8, Fernandes Industrial Centre, Eastern Main Road, Laventille, Trinidad  
Telephone: 1 (868) 626-6062  
Email: nicole@canari.org

f) FoProBiM

Jean Wiener  
Fondation Pour La Protection de La Biodiversité Marine  
7 Rue Principale, Luly, Arcahaie, Haiti  
Telephone: Haiti: 1(509) 3701-3383; USA: 1(301) 365-3383  
Email: jeanw@foprobim.org

g) Para La Naturaleza

Yogani Govender  
Para La Naturaleza  
155 Calle Tetúan, 00901-1884 San Juan, Puerto Rico  
Telephone: 1 (787) 722-5834  
Email: yogani@paralanaturaleza.org

h) Grupo Jaragua

Sixto Inchaustegui  
Grupo Jaragua  
Calle El Vergel 33, Ensanche El Vergel, Santo Domingo, Distrito Nacional República Dominicana  
Telephone: 1 (809) 472- 1036  
Email: sixtojinchaustegui@yahoo.com

i) CEBSE

Patricia Lamelas  
Centro para la Conservación y Ecodesarrollo de la Bahía de Samaná y su Entorno (CEBSE)  
Ave. La Marina, Tiro al Blanco, Santa Bárbara de Samaná, Samaná, República Dominicana  
Telephone: 1 (809)-538-2042  
Email: lamelasp@gmail.com

These principal contacts may be changed at any time by means of advance notice to the other Parties.

## **8. TERM**

This MOU shall commence on the Effective Date and shall remain in effect for a Term of one (1) year until terminated whichever occurs first. Any extension beyond the Term shall be in writing and signed by the Parties before the expiry of the Term.



## **9. TERMINATION**

This MOU may be terminated by mutual written agreement of all Parties.

Provided that at any time, a Party may suspend or terminate its obligations under the MOU on reasonable grounds that preclude participation in the activities and obligations under this MOU, by providing written notice to the other Parties. Upon receipt of the suspension or termination notice, the Party shall take all necessary action to cancel outstanding commitments relating to the work under this MOU. The termination of the obligations of one Party shall not result in the termination of the MOU as it relates to the obligations of the other Parties unless agreed in writing by all Parties.

## **10. TITLE AND USE OF NAME AND LOGO**

The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners. The name and logo of NC, may only be used for NC projects and joint ventures agreed upon by the Parties.

## **11. CONFIDENTIALITY**

During the course of the performance of this MOU, the Parties may have access to materials, data, strategies, systems or other information relating to the other Parties and its programs which is intended for internal use only. Any such information shall be clearly marked as being for internal use only and shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the discretion of that Party.

## **12. VARIATIONS/AMENDMENTS**

This MOU supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire agreement between the Parties relating to the work set out above. No amendment shall be effective except in writing signed by the Parties.

## **13. DISPUTE RESOLUTION**

The Parties hereby agree that, in the event of any dispute relating to this MOU, they shall first seek to resolve the dispute through discussions with all Parties or with a mediator agreed upon by the Parties. If a dispute cannot be resolved within sixty (60) consecutive working days, the Parties agree that either Party may terminate its obligations under this MOU.

## **14. RESPONSIBILITY**

Each Party shall be solely responsible for its actions and/or omissions carried out by all those who are involved in the implementation of the objective of this MOU on its behalf, accepting responsibility for the repair of any possible harm, loss or damage caused in its execution of this MOU, whether to the other Party, or to third Parties.

## **15. ASSIGNMENT**

Neither Party may assign or transfer its rights and obligations under this MOU without the prior written consent of the other Party.

## **16. COMPLIANCE WITH LAWS**

The Parties shall observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

**17. SEVERABILITY**

If any provision of this MOU is held invalid, the other provisions herein shall not be affected thereby.

**18. ENTIRETY**

This MOU, including any attachments, embodies the entire and complete agreement and understanding between the Parties.

IN WITNESS WHEREOF the Parties hereto have hereunto caused their hands to be affixed the day and year first hereinbefore written.

_____ Karen McDonald-Gayle Executive Director Environmental Foundation of Jamaica	_____ Susan Otuokon Executive Director Jamaica Conservation and Development Trust	_____ Diana McCaulay Executive Director Jamaica Environment Trust
_____ Date	_____ Date	_____ Date
_____ Nicole Leotaud Executive Director Caribbean Natural Resources Institute	_____ Jean Wiener Executive Director Fondation Pour La Protection De La Biodiversité Marine	_____ Sixto Inchaustegui Executive Director Grupo Jaragua
_____ Date	_____ Date	_____ Date
_____ Eric Carey Executive Director Bahamas National Trust	_____ Yogani Godvener Manager Para la Naturaleza	_____ Pamela Lamelas Executive Director Centro para la Conservación y Ecodesarrollo de la Bahía de Samaná Y su Entorno
_____ Date	_____ Date	_____ Date

APPENDIX C:

**JOINT COLLABORATION AGREEMENT FOR NATURE CARIBE**

**AGREEMENT BETWEEN \_\_\_\_\_ AND**

**\_\_\_\_\_ TO COLLABORATE IN [NAME OF PROJECT]**

THIS AGREEMENT is between [*Name of Lead Organisation*], a non-profit organization located at [*Address of Lead Organisation*] on the one part and [*Name of Partner Organisation*], a non-profit organization located at [*Address of Partner Organisation*] on the other part, collectively referred to herein as “the Parties”.

WHEREAS [*Name of Lead Organisation*] and [*Name of Lead Organisation*] are members of the Nature Caribé network of environmental organisations and are desirous of collaborating jointly to achieve the objectives of Nature Caribé.

WHEREAS [*Name of Lead Organisation*] has received funding from [*Donor*] to [*Background and objective of project*];

[*Name of Lead Organisation*] hereby engages [*Name of Partner Organisation*], to provide Services described herein under "Scope of Services." [*Name of Partner Organisation*], hereby agrees to provide [*Name of Partner Organisation*] with such services in exchange for payment described herein.

**Scope of Services**

1. [*Name of Partner Organisation*] shall provide the following Services:
  - a. [*Description of services*]
2. [*Name of Partner Organisation*] agrees that time is of the essence in the performance of Services under this Agreement, and [*Name of Partner Organisation*], shall devote his/her best efforts, skills, and abilities to perform the Services and further the interests of [*Name of Lead Organisation*], in connection with this Agreement.
3. [*Name of Partner Organisation*] shall perform the Services to be provided under this Agreement: (i) in a professional manner; (ii) in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services and in conformance with prevailing ethical standards applicable to the Services; and (iii) in compliance with all applicable laws, statutes, rules, regulations and orders to which [*Name of Partner Organisation*] or [*Name of Lead Organisation*] is subject. [*Name of Partner Organisation*] shall ensure that each person assigned to perform Services has the appropriate level of expertise, training, experience and, where applicable, licenses, necessary to perform such Services.
4. Satisfactory performance by [*Name of Partner Organisation*] of the Services to be provided under this Agreement, including acceptability and timeliness of work delivered, shall be determined by [*Name of Lead Organisation*] in its sole and exclusive discretion.
5. In providing Services under this Agreement, [*Name of Partner Organisation*] agrees to comply with such reasonable instructions, directives or other administrative conditions as may be issued by [*Name of Lead Organisation*] from time to time in furtherance of this Agreement.

## **Term**

6. The duration of this Agreement shall commence on [Date] and shall continue until [Date].
7. The Parties may mutually agree in writing to extend the Term of the Agreement.

## **Payment for Services**

8. [Name of Lead Organisation] shall pay [Name of Partner Organisation] in disbursements according to the schedule described below, on receipt of an invoice for services rendered and upon [Name of Lead Organisation] approval that the services were satisfactorily provided.

Disbursements shall be made according to the following schedule:

- a. An initial disbursement of [sum] shall be made upon signing the Agreement.
  - b. A second disbursement of [sum] shall be made after [deliverable].
  - c. A final disbursement of [sum] shall be made after [deliverable] and submission of a report on activities undertaken in the Scope of Services hereunder
9. Payments shall be made in [currency]. United States dollars shall be converted at the Central Bank rate of exchange as established on the day of payment.
  10. This contract is made with the understanding that [Name of Lead Organisation] will not withhold any taxes; therefore [Name of Partner Organisation] will be responsible for the payment of any applicable taxes in relation to the provision of Services to be deducted from the disbursements herein.

## **Additional Expenses**

11. [Name of Partner Organisation] will be reimbursed for the following reasonable and allowable expenses incurred as a result of this contract. All requests for reimbursement must be accompanied by original receipts and submitted on a timely basis.
  1. Travel \$ \_\_\_0\_\_\_;
  2. Lodging \$ \_\_\_0\_\_\_ day x \_\_\_ days = \$ \_\_\_0\_\_\_;
  3. Meals \$ \_\_\_0\_\_\_ day x \_\_\_ days = \$ \_\_\_0\_\_\_;
  4. Miscellaneous & Incidental Expenses \$ \_\_\_0\_\_\_;
  5. Other; \$ \_\_\_0\_\_\_.

## **Access to Information and Right of Inspection**

12. Upon provision of reasonable notice to [Name of Partner Organisation], [Name of Lead Organisation] shall have the right to review and inspect activities conducted, data collected, and documentation relevant to this Agreement, including reports, drawings, studies, specifications, estimates, maps, computations, and similar materials prepared by or for [Name of Partner Organisation].
13. [Name of Partner Organisation] shall maintain and make available for the inspection of [Name of Lead Organisation] or its duly authorized representative at reasonable times appropriate accounting records and other evidence of time expended and costs incurred in

connection with this Agreement. *[Name of Partner Organisation]* shall retain such records for three years from the date of final payment or until all disputes arising under this Agreement have been resolved.

### **Intellectual Property and Publicity**

14. *[Name of Lead Organisation]*, is the sole and exclusive owner of its source documents and any information or materials provided to *[Name of Partner Organisation]* under this Agreement. *[Name of Lead Organisation]* is also the sole and exclusive owner of its name, logo, and other proprietary materials. Except to the extent owned by third parties or developed by *[Name of Partner Organisation]*, prior to the date of this Agreement, all items and materials relating to this Agreement and/or to the business of *[Name of Lead Organisation]*, or prepared, developed, used or provided under this Agreement shall at all times remain the exclusive property of *[Name of Lead Organisation]*, may only be used as provided pursuant to the Agreement, and shall be delivered to *[Name of Lead Organisation]*, upon its request. *[Name of Partner Organisation]* shall have no property rights or interests in such materials.
15. *[Name of Partner Organisation]* shall not use, nor authorize others to use, the name, symbols, or marks of *[Name of Lead Organisation]*, including, without limitation, in any press release or public announcement, or in the promotion of any product or service, without *[Name of Lead Organisation]*'s prior written approval.

### **Confidentiality and Disclosure of Information**

16. *[Name of Partner Organisation]* acknowledges that information and materials regarding *[Name of Lead Organisation]*'s work, programs, strategies, operations, donors, finances, and activities are confidential, and agrees that *[Name of Partner Organisation]* shall treat as confidential and properly safeguard any such information and material which it obtains or to which it has access.

### **Liability, Indemnification**

17. **Limitation of Liability.** In no event whatsoever shall *[Name of Lead Organisation]* be liable to *[Name of Partner Organisation]* for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement. In all other cases, *[Name of Lead Organisation]*'s liability to *[Name of Partner Organisation]* for any matter pertaining to the subject matter of this Agreement shall be limited, to the fullest extent permissible by law, to the total Compensation paid by *[Name of Lead Organisation]* to *[Name of Partner Organisation]* pursuant to this Agreement.
18. **Indemnification.** *[Name of Partner Organisation]* agrees to indemnify and hold harmless *[Name of Lead Organisation]*, and its employees, representatives, officers, directors and agents from any and all liability, loss, damage, claim, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of *[Name of Partner Organisation]*'s breach of any of the obligations, covenants, representations or terms

contained in this Agreement or by reason of *[Name of Partner Organisation]*'s intentional or negligent conduct relating to performance of this Agreement.

### **Relationship of Parties**

19. No employment relationship is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.

### **Assignment**

20. This Agreement may not be assigned by *[Name of Partner Organisation]* in whole or in part without the prior written consent of *[Name of Lead Organisation]*.

### **Breach of Contract, Termination**

21. *[Name of Partner Organisation]* shall notify *[Name of Lead Organisation]* of any circumstances that may impede his/her progress on this project, at which time a decision shall be made regarding postponement, termination or suspension.

22. *[Name of Lead Organisation]* may terminate this Agreement at its sole discretion by giving two (2) weeks written notice to *[Name of Partner Organisation]* of intention to terminate. Payment for work satisfactorily completed will be adjusted accordingly and any unpaid balance of fees for services not yet performed will be waived.

### **Translation**

23. In the event that this Agreement is translated into another language, the English version of this contract shall be considered the original document.

### **Dispute Settlement**

24. Any dispute in relation to the terms and performance under this Agreement shall firstly be resolved by the Parties. In the event of failure to resolve such dispute, the Parties agree to refer the dispute to a mediator agreed upon by both Parties.

### **Applicable Law**

25. This Agreement shall be governed by the laws of *[Country of Lead Organisation]*.

26. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Agreement between the Parties. No amendment shall be effective except in writing signed by both Parties.

**Notices**

27. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by email, personal hand delivery, or by overnight delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:

- a) For [*Name of Lead Organisation*]: [*Name, Job title, Address and Email*]
- b) For [*Name of Partner Organisation*]: [*Name, Job title, Address and Email*]

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

**FOR [*LEAD ORGANISATION*]**

**FOR [*PARTNER ORGANISATION*]**

\_\_\_\_\_  
[*NAME*]  
[*JOB TITLE*]

\_\_\_\_\_  
[*NAME*]  
[*JOB TITLE*]

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



APPENDIX D:

**OUTREACH MATERIALS for NATURE CARIBE**



NATURE CARIBÉ is a network of Caribbean environmental organisations. The Group has been partnering together since 2013 and working on joint strategies in the following areas:

- SUSTAINABLE LIVELIHOODS
- BIODIVERSITY CONSERVATION
- ENVIRONMENTAL GOVERNANCE

Together, the network's members pride themselves on researching and sharing knowledge, advocating and building capacity among each other and others in these key areas. They are leaders of on-the-ground, educational and outreach activities across the region.

**OUR VISION**

Nature Caribé is the leading Caribbean network catalysing regional cooperation, influencing policy and taking Collaborative action for conservation and sustainable use of the natural resources across the Caribbean Islands.

**OUR MISSION**

To collaborate as a network of Caribbean organisations addressing Environmental Governance, Biodiversity Conservation, and Sustainable Livelihoods through practical actions, research, knowledge sharing, capacity building, advocacy, education and outreach.



Snappers and Schoolmasters schooling off San Salvador Island, Bahamas (Sandy Vogeli)


MEMBERS	
ORGANISATION	COUNTRY
Jamaica Environment Trust	Jamaica
CARMABI	Curacao
Bahamas National Trust	Bahamas
Fundación Antonio Núñez Jiménez de la Naturaleza y el Hombre	Cuba
Sociedad Cubana para la Protección de la Naturaleza (PRONATURALEZA)	Cuba
Grupo Jaragua	Dominican Republic
Fundación Sur Futuro, Inc.	Dominican Republic
Centro para la Conservación y Ecodesarrollo de la Bahía de Samaná y su Entorno (CEBSE)	Dominican Republic
Fondation pour la Protection de la Biodiversité Marine	Haiti
Jamaica Conservation and Development Trust	Jamaica
Environmental Foundation of Jamaica	Jamaica
St Lucia National Trust	St. Lucia
The Trust for Sustainable Livelihoods	Trinidad and Tobago
Caribbean Natural Resources Institute (CANARI)	Trinidad and Tobago
Centre for Resource Management and Environmental Studies (CERMES)	Barbados
Fideicomiso de Conservación de Puerto Rico	Puerto Rico

STRATEGIES
<ul style="list-style-type: none"> <li>• Knowledge sharing</li> <li>• Advocacy</li> <li>• Research</li> <li>• Capacity Building</li> <li>• Action on the ground</li> <li>• Education and Outreach</li> </ul>

# NATURE CARIBE HOMEPAGE

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## NATURE CARIBE

### PEOPLE - GOVERNANCE - ENVIRONMENT



#### Sustainable Livelihoods

How can communities benefit from living in and working in protected areas.

[Read more](#)



[Read more](#)

#### Biodiversity Conservation

Invasive Species, Red List, Climate Change, Protected Areas Management.

[Read more](#)

#### Environmental Governance

Collective advocacy on regional policies organisations interested will represent the network

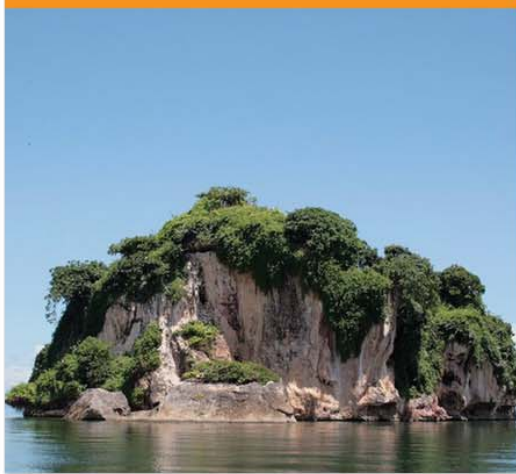
[Read more](#)



## NATURE CARIBE “ABOUT US” PAGE

### What We Do?

- 🌿 **Island to Island Cooperation**
- 🌿 **Knowledge Network**
- 🌿 **Biodiversity Conservation**
- 🌿 **People**
- 🌿 **Governance**



## About Us

Nature Caribé is a network of Caribbean environmental organisations. The Group has been partnering together since 2013 and working on joint strategies in the following areas:

- 🌿 Sustainable Livelihoods
- 🌿 Biodiversity Conservation
- 🌿 Environmental Governance

Together, the network's members pride themselves on researching and sharing knowledge, advocating and building capacity among each other and others in these key areas. They are leaders of on-the-ground, educational and outreach activities across the region.

### Mission

To collaborate as a network of Caribbean organisations addressing Environmental Governance, Biodiversity Conservation, and Sustainable Livelihoods through practical actions, research, knowledge sharing, capacity building, advocacy, education and outreach.

### Vision

Nature Caribé is the leading Caribbean network catalysing regional cooperation, influencing policy and taking collaborative action for conservation and sustainable use of the natural resources across the Caribbean Islands.

# Area Of Focus

## Environmental Governance

Collective advocacy



**BACKGROUND**

In August 2010, the Government of Jamaica (GOJ) awarded the China Harbour Engineering Company (CHCEC), and entered the four islands in the Portland Bight for a proposed transshipment port, part of a larger plan for a Logistics Hub in Jamaica. These two small islands, of about 1.5 km off the south coast of Jamaica within the limits of a 10 km open sea zone, include the island Portland Bight, the bay and the bight surrounding it form part of the Portland Bight Protected Area, created in 1988 under the Natural Resources Conservation Authority (NRCA) Act.

Public opinion has been steadily divided on the proposed site for the transshipment port. On the one hand, concerns have been raised about plans to use a large part of a protected environmental area, apparently without regard to national or local planning, or sensitivity to natural resources, including cultural and scientific values. On the other hand, the project has been supported by those who argue that the anticipated economic benefits of the port would outweigh any environmental impacts of the project and meeting demand on existing landfills.

**KEY ISSUES AND RECOMMENDATIONS**

**KEY ISSUES**

- The Government of Jamaica and China Harbour Engineering Company (CHCEC) have agreed to build a transshipment port of four islands in the Portland Bight Protected Area.
- CHCEC's proposed site for this transshipment port is located on the North of the Islands on the east side of the 10 km offshore zone.
- CHCEC's proposed site for this transshipment port is located on the North of the Islands on the east side of the 10 km offshore zone.
- CHCEC's proposed site for this transshipment port is located on the North of the Islands on the east side of the 10 km offshore zone.

**KEY RECOMMENDATIONS**

- Support and adhere to the national plans and policies for the protection and management of the natural resources of the country.
- Ensure that the proposed port is consistent with the national and local planning and development policies.
- Conduct a Strategic Environmental Assessment of the proposed port in line with the national and local planning and development policies.
- Monitor all stakeholders in the decision-making process.

**STATEMENT TO PARLIAMENT**  
**UPDATE ON THE ENVIRONMENTAL MANAGEMENT**  
**SCOPING OF THE PORTLAND BIGHT AREA,**  
**INCLUSIVE OF THE GOAT ISLANDS**

Tuesday, October 29, 2013

By  
**Dr. Hon. Oscar Davies, MP**  
**Minister of Transport, Works & Housing**

**A. INTRODUCTION**

1. Mr. Speaker, you will recall that when I last addressed this Honourable House on September 10<sup>th</sup> of this year, I indicated that China Harbour Engineering Company (CHCEC) had submitted an investment proposal to the Port Authority of Jamaica (PAJ) for the development of a transshipment port and an industrial and commercial zone on the North of the Islands on the east side of the 10 km offshore zone.

2. The preliminary value placed on the investment is US\$1.5 Billion, and represents a big volume that would have significant positive impacts on the country's developmental agenda. In summary, Mr. Speaker, this investment would be a concrete manifestation of Jamaica becoming a logistics hub for the region.

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*"Update on the Environmental Management Scoping of the Portland Bight Area, Inclusive of the Goat Islands", delivered by Davies 29 October 2013*

## Biodiversity Conservation

Invasive Species






## NATURE CARIBE “MEMBERS” LIST

naturecaribe.org/Members

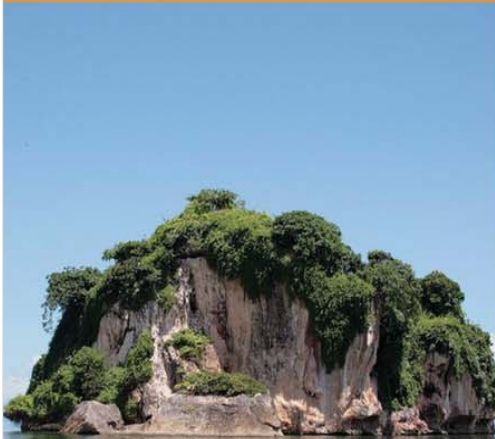
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Hello NC...

	<h3>Centre for Resource Management and Environmental Studies (CERMES)</h3> <p><b>Country:</b>  <b>Language:</b> English</p> <p><b>Area of focus:</b></p> <hr/> <p>CERMES has purpose built premises with academic, technical and administrative staff offices, a teaching and conference room, tutorial room and student carrels, a student computer room, a specialised staff computer room, dry and marine equipment storage rooms and specialised research laboratories.</p> <p><a href="#">READ MORE</a></p>
	<h3>Centro para la Conservación y Ecodesarrollo de la Bahía de Samaná y su Entorno (CEBSE)</h3> <p><b>Country:</b>  <b>Language:</b> Spanish</p> <p><b>Area of focus:</b></p> <hr/> <p><a href="#">READ MORE</a></p>
	<h3>Environmental Foundation of Jamaica ( EFJ )</h3> <p><b>Country:</b>  <b>Language:</b> English</p> <p><b>Area of focus:</b></p> <hr/> <p>The Environmental Foundation of Jamaica (EFJ) was established to facilitate the promotion and implementation of activities which will conserve and manage the natural resources and environment of Jamaica and improve and positively impact child development.</p> <p><a href="#">READ MORE</a></p>

### What We Do?

- Island to Island Cooperation
- Knowledge Network
- Biodiversity Conservation
- People
- Governance



## Member of the Week

Fundación Sur Futuro, Inc.



Country: Dominican Republic  
Language: English

Una organización privada de servicio sin fines de lucro que inició sus operaciones desde el 16 de noviembre del año 2001, promoviendo el desarrollo y bienestar social de las comunidades de la Región Sur de la República Dominicana. Busca reducir los altos niveles de pobreza y marginación de los moradores de esa región, a través de la promoción del desarrollo del capital social, natural y productivo de las comunidades, contribuyendo a mejorar la calidad de vida de las poblaciones vulnerables y apoyar la gestión sostenible del ambiente y los recursos naturales.

La misión de esta institución es contribuir al desarrollo económico, social y humano de las comunidades pobres de la República Dominicana y a la gestión sostenible del ambiente y los recursos naturales.

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HEAD OF THE ORGANIZATION	CONTACT PERSON
Sra. Melba Segura de Grullon	Sra. Kathja Mejia

APPENDIX E:

**DETAILS OF NATURE CARIBE DISCUSSIONS**



#### DISCUSSION RE NAME OF NEW ORGANISATION:

- Concepts
  - for Caribbean Islands
  - for Conservation
- Key Words: Caribbean, Environment, Biodiversity, Carib, Antilles

FINAL SELECTION: Nature Caribé

- Reasons:
  - Available
  - Recognizes language and therefore diversity
  - Focuses on the environmental/natural link
  - Simple
  - Easy to rememebr

#### DISCUSSION RE TAGLINE FOR NATURECARIBÉ

- Concepts/Key Words
  - Areas of focus for the organizations represented at the meeting:
    - Network
    - Connecting and involving the people/livelihoods
    - Biodiversity
    - Governance
    - Environment
    - On the Ground – doing/action (this is not for tagline - - in the “how”)

FINAL SELECTION: People\*Governance\*Environment

#### STRATEGIES

- Knowledge sharing
- Advocacy
- Research
- Capacity Building
- Action on the ground
- Education and Outreach

#### VISION

Nature Caribé is the leading Caribbean network catalysing regional cooperation, influencing policy and taking collaborative action for conservation and sustainable use of the natural resources across the Caribbean Islands.

#### AGREED MISSION STATEMENT *(based on key words and concepts discussed above)*

To collaborate as a network of Caribbean organisations addressing Environmental Governance, Biodiversity Conservation, and Sustainable Livelihoods through practical actions, research, knowledge sharing, capacity building, advocacy, education and outreach.

#### AREAS OF WORK

- Concept was to focus/target the efforts of the neetwork in key areas that made sense on a regional level
  - Environmental Governance
  - Biodiversity Conservation
  - Sustainable Livelihoods

Areas of Focus	Topics	Groups interested
Environmental Governance	<ul style="list-style-type: none"> <li>Latin American and Caribbean Declaration on <u>Principle 10</u> (access rights, participation and transparency (signed by Ja, T&amp;T and DR)</li> </ul>	Jamaica Environment Trust (JET) willing to inform and represent the network.
	<u>Small Island Developing States (SIDS) 2014 process</u> <ul style="list-style-type: none"> <li>Civil society position paper needed in August 2013.</li> </ul>	<b>Caribbean Natural Resources Institute (CANARI)</b> willing to inform and represent the network.
	<u>Sustainable Development (SD) Goals development</u> <ul style="list-style-type: none"> <li>Linked with global think tank alliance, Wider consultations</li> </ul>	<b>CANARI</b> willing to inform and represent the network.
Biodiversity Conservation	<u>Invasive Species</u> <ul style="list-style-type: none"> <li>Mitigating the Threat of Invasive Alien Species within the Insular Caribbean (MTIASIC) – A Global Environment Facility (GEF) project</li> </ul>	(Bahamas National Trust (BNT) willing to inform and represent the network and Para La Naturaleza (PLN) can support)
	<u>Red List (Species and Ecosystems)</u> <ul style="list-style-type: none"> <li>Objective: to get more NGOs involved in the process and using the Red List</li> </ul>	<b>Grupo Jaragua (GJ) to lead</b> , PLN, EFJ to support.
	<u>Impacts of climate change on biodiversity and how to implement actions</u>	GrupoJaragua, CANARI , EFJ... <b>no lead identified</b>
	<u>Protected Areas Management:</u> <ul style="list-style-type: none"> <li>lessons learnt/best practices</li> <li>case studies,</li> <li>capacity building</li> </ul>	JCDT, FoProBim, WCPA Rep... <b>no lead identified</b>
Sustainable Livelihoods	How can <u>communities benefit from living in and working in protected areas?</u>	FoProBim, JCDT, BNT... <b>no lead identified</b>
	Development of <u>sustainable alternative income generating activities</u>	FoProBim, EFJ, JCDT, CANARI... <b>no lead identified</b>
	CEPF <u>Key Biodiversity Areas (KBAs)</u> <ul style="list-style-type: none"> <li>Important Bird Areas (IBAs)</li> </ul>	– GJ, BNT... <b>no lead identified</b>
	<u>Sustainable tourism</u>	JCDT, BNT, JET... <b>no lead identified</b>
	Role of <u>conservation in social justice</u>	CANARI, JET... <b>no lead identified</b>

- Bahamas National Trust\* – BNT (Bahamas)
- Caribbean Natural Resources Institute\* – CANARI (Trinidad and Tobago and regional)
- Environmental Foundation of Jamaica\* – EFJ (Jamaica)
- Caribbean Research and Management of Biodiversity – CARMABI (Curacao)
- Centro para la Conservacion y Ecodesarrollo de la Bahia de Samana y su Etoro<sup>5</sup> - CEBSE (Dominican Republic)
- Fondation pour la Protection de la Biodiversite Marine\*<sup>6</sup> – FoProBioM (Haiti)
- Grupo Jaragua\* (Dominican Republic)
- Jamaica Conservation and Development Trust\* – JCDT (Jamaica)
- Jamaica Environment Trust - JET (Jamaica)
- Para La Naturaleza (Puerto Rico)

<sup>5</sup> Centre for the Conservation and Eco-development of Samana Bay and its Environs

<sup>6</sup> Foundation for the Protection of Marine Biodiversity