



Co-management Agreement
for the
Gouyave Marine Protected Area

between

Gouyave Fishermen Cooperative Society Ltd.

and the

**Ministry of Climate Resilience, the Environment, Forestry,
Fisheries, Disaster Management, and Information**

19 June 2018

Co-management Agreement for the Gouyave Marine Protected Area

Partnership

1. This Agreement is made the day of in the year Two Thousand and Eighteen (2018) between the Ministry of Climate Resilience, the Environment, Forestry, Fisheries, Disaster Management, and Information which has authority over the management of marine protected areas and is hereinafter called the '**Ministry**' of the one part, and the Gouyave Fishermen Cooperative Society Ltd., hereinafter called the '**Cooperative**' of the other part, with the approval of the Cabinet of the Government of Grenada.

Preamble

2. WHEREAS the **Ministry** is mandated under the Grenada *Fisheries Act, 1986, as amended by the Fisheries (Amendment) Act of 1999* to manage all marine protected areas nationally and take action necessary for the sound management and administration of these marine protected areas, including with respect to the environment, climate and disasters;
3. AND WHEREAS the **Ministry** is at the forefront of the Government of Grenada regional leadership in the Convention on Biological Diversity and Caribbean Challenge Initiative (CCI) with the pledge to protect 25% of the country's nearshore marine and coastal environment by 2020 while also transitioning towards a blue economy;
4. AND WHEREAS the Ministry is desirous of entering into an Agreement with the Cooperative for the co-management of the Gouyave Marine Protected Area, an area defined and mutually agreed as requiring protection;
5. AND WHEREAS the Gouyave Marine Protected Area (hereinafter called GoMPA) is a productive marine ecosystem with sensitive habitats located on the west coast of Grenada with actively farmed and forested watersheds in the adjacent terrestrial ecosystem;

IT IS HEREBY AGREED as follows:

Collaborative undertaking

6. The **Ministry** and the **Cooperative** shall jointly co-manage and develop the **GoMPA** in accordance with the terms of this agreement and in keeping with the provisions of the Grenada *Fisheries Act, 1986, as amended by the Fisheries (Amendment) Act of 1999* regulations made under the Act, and any policies and plans applicable to coastal and marine habitats, fisheries and marine protected areas.
7. The **Cooperative** shall take such steps as are necessary for the effective co-management of the **GoMPA** in keeping with the provisions of any plans approved by the **Ministry** and any legislation to ensure the conservation, protection and sustainable use of its natural resources.
8. The **Cooperative** shall be responsible for the day-to-day co-management of the **GoMPA** delegated under the strategic direction of the **Ministry** and operational direction of the Fisheries Division of the Government of Grenada.

9. The **Cooperative** shall consult with and inform the **Ministry** on matters relating to the co-management, development, conservation and care of the **GoMPA** that impact on its responsibilities.

Engaging stakeholders

10. The Ministry will establish and maintain the **GoMPA Stakeholders Advisory Committee**, the primary role of which is to impartially and comprehensively advise the **Cooperative** and the **Ministry** on all matters pertaining to the co-management of the **GoMPA**, whether specified in this Agreement or not.
11. The processes and Terms of Reference of the **GoMPA Stakeholders Advisory Committee** included in the Schedule to this Agreement shall form an integral part of this Agreement and shall with the rest of this Agreement guide the co-management of the **GoMPA**.

Enabling conditions

12. The Government of Grenada, through its **Ministry** or otherwise, shall environmentally manage activities within and adjacent to the **GoMPA**, and may routinely grant or deny applications or permits unless such operations conflict with the responsibilities of the **Cooperative**, in which cases consultation with the **Cooperative** shall take place.
13. The **Ministry** shall be responsible for making policies, in consultation with the **Cooperative**, necessary for the sound co-management and development of the **GoMPA** and surrounding areas.
14. The **Ministry** shall provide an enabling legal, policy and institutional environment to facilitate the operations of the **Cooperative** under this agreement.

Principles and planning

15. The **Cooperative** shall be guided by principles for ecosystem stewardship, co-management and development of the **GoMPA** and develop, implement, monitor and evaluate plans and programmes relating to the co-management of the **GoMPA** following agreed best practices with emphasis on learning and adapting to improve management performance.
16. The **Cooperative** shall develop an operations plan that details activities the **Cooperative** plans to carry out in the **GoMPA** for the duration of this agreement. The operations plan shall contain a budget for such activities and be reviewed and approved by the **Ministry**.
17. The **GoMPA** operations plan developed by the **Cooperative** and approved by the **Ministry** shall include information on activities that shall be carried out in relation functions that include but are not limited to co-management relationships, staffing, administration, resource mobilization, financing, maintenance and improvement of facilities, infrastructure, rehabilitation, restoration, external and internal programmes and projects, grants, donations, communication, conservation, stewardship, enforcement, commercial uses, concessions, local recreation, tourism, education, public relations and research.

Operational responsibilities

18. The **Cooperative** shall be responsible for the day-to-day maintenance of **GoMPA** structures and facilities, as well as for public awareness, outreach and education campaigns with respect to the **GoMPA**, whereas the **Ministry** will be responsible for capital works and maintenance of major public services consistent with overall national social and economic development.
19. The **Ministry** shall be responsible for financing MPA rangers along with agreed quantities of operating fuel, equipment and other supplies for properly managing the **GoMPA** until such time as they can be sustainably financed through the **Cooperative** or by other means.
20. The Manager or other authorized staff of the **Cooperative** will supervise routine operations, such as the duties of the MPA rangers, according to a work plan agreed to by the **Ministry**.
21. Any concessional arrangements or activities shall be agreed upon between the **Cooperative**, the **Ministry** and any other entities having legal jurisdiction.
22. The **Cooperative** shall perform such other functions in the **GoMPA**, consistent with this Agreement and the operations plan, as agreed with the **Ministry** from time to time.

Financial management

23. The **Cooperative** is authorized to collect user fees such as entrance fees, mooring fees, and dive fees only at rates approved by the **Ministry** or as set out in applicable law.
24. All fees collected by the **Cooperative** shall be paid into an account as specified by the **Ministry** consistent with applicable financial rules, benefit-sharing and conservation trust fund requirements.
25. The **Cooperative** shall keep detailed records of financial transactions, all fees collected, and all other monies and donations obtained in its management of the **GoMPA**, and such records shall be made available to the **Ministry** within 7 days upon written request for inspection by an authorized representative of the **Ministry**.
26. The **Cooperative** may raise any grant, subsidy, trust fund, endowments, monetary or otherwise, using the name and branding of the **GoMPA** providing that resulting contributions shall be used exclusively for the **GoMPA**, as approved by the **Ministry** to avoid any real or apparent conflict of interest that may do damage to the **GoMPA** brand or undertaking.
27. Where the **Cooperative** receives any donation, grant, trust fund or endowment money it shall be required to give detailed report(s) to the **Ministry** on amounts received and spent as previously stipulated.
28. The **Cooperative** shall provide the **Ministry** with annual financial statements, annual operational management reports and occasional reports on any major revision in operations regarding the management of the **GoMPA**. For its part, the **Ministry** will provide the **Cooperative** with any financial or operational information it receives relevant to the management and development of the **GoMPA** and be transparent on related MPA funding.

Performance

29. The **Ministry** shall formally monitor and evaluate the performance of the **Cooperative** under this agreement in accordance with prior agreed international or regional practices for management effectiveness evaluation.

Duration

30. The duration of this Agreement shall be for three (3) years from the date of signing in the first instance and, unless terminated by either party, it shall be renewed for the following three-year period subject to the findings and recommendations of the performance review.

Dispute settlement

31. Where a dispute arises between the **Ministry** and the **Cooperative** regarding interpreting or implementing this agreement, and mediation through the **GoMPA Stakeholders Advisory Committee** is not effective, either party may refer such dispute to an arbitrator agreed to by both parties for a decision on the matter, which shall be final.

Termination

32. When a dispute cannot be satisfactorily resolved by the process above, either the **Cooperative** or the **Ministry** may terminate this Agreement with at least one (1) month notice prior to the termination taking effect.

Attachments:

- I. Processes and Terms of Reference for the GoMPA Stakeholders Advisory Committee.

Signed:

For Ministry

Date

Signed:

For Cooperative

Date

Witness:

SCHEDULE

Gouyave Marine Protected Area (GoMPA) Stakeholders Advisory Committee

Processes and Terms of Reference

1. Purpose

The role of the Gouyave Marine Protected Area (GoMPA) Stakeholders Advisory Committee (hereinafter called the Committee) is to informally and voluntarily advise the Ministry and the Cooperative with regards to all aspects of the co-management of the GoMPA outlined in the Co-management Agreement signed between those parties. In addition, Committee members are expected to advise the parties on any matters outside the scope of the Co-management Agreement that may impact it positively or negatively. The Committee is also a means of participatory monitoring and evaluation of the Co-management Agreement implementation. The details of the above are set out in the various Processes and Terms of Reference set out below.

2. Appointments

The selection of nominees and appointment of members to the Committee shall strive to provide the best available information and advice for successful co-management from organisations and individuals who are informed, capable and committed to the GoMPA.

- a. The members of the GoMPA Stakeholders Advisory Committee and their alternates shall be appointed by the Ministry upon the advice of the Cooperative, based on member selection criteria and processes agreed to jointly by the Cooperative and Ministry.
- b. The selection criteria and appointment process will be inclusive and transparent, seeking to ensure fair, informed, capable and committed representation by taking into account livelihoods, geography, interests, gender, age, disabilities, religion, expertise, availability to participate, demonstrated interest and other characteristics of suitable members.
- c. Appointments to the Committee shall be for a period not exceeding two years, and for no more than three consecutive terms.
- d. Organisations that are dormant or unrepresented on the Committee for over one year will cease to be represented on the Committee and may be replaced by similar organisations.
- e. Once the Committee is established, organisations, stakeholder groups or individuals relevant to the GoMPA and interested in membership may apply to the Cooperative or Ministry to join the Committee subject to the selection criteria and appointment process.

3. Composition of the GoMPA Stakeholders Advisory Committee

Upon nomination or application and appointment the following organisations and interests are expected to form the GoMPA Stakeholders Advisory Committee. The Committee is not limited in size. It may form whatever permanent or temporary sub-committees, working groups or other subordinate bodies are required to obtain members' advice on matters that fit their expertise.

ORGANISATION	ANTICIPATED CONTRIBUTION TO THE COMMITTEE
--- Governmental ---	
Fisheries and marine protected areas authority*	Legal mandate, technical/scientific expertise
Environmental management authority*	As above including climate, hazards, resilience
Agriculture and/or forestry authority*	As above including upper watershed activities
Public health and sanitation authority	As above especially for water quality impacts
Royal Grenada Police Force*	Surveillance, compliance and enforcement
Grenada Board of Tourism	Revenue generation opportunities, investment
Delegate of Parliamentary Rep. -- St. John	Good governance processes and public voice
Delegate of Parliamentary Rep. -- St. Mark	Good governance processes and public voice
--- Civil society ---	
Grenada Coral Reef Foundation*	Marine technical/scientific expertise, monitor
Grenada Community Development Agency*	Local area development/engagement expertise
Gouyave Fish Friday Festival Organisers	Cultural, community and tourism engagement
Gouyave Improvement Committee	Cultural, community and tourism engagement
Adviser on youth, education and outreach	School education and youth leadership linkage
Private sector	
Gouyave Fishermen Cooperative Society*	Leads implementation, members network
St Marks Fishermen Cooperative Society*	Support for implementation, members network
Clozier Youth Farmers Cooperative Society	Engage youth, agriculture issues, opportunities
Marine and Yachting Association	Nautical tourism perspectives, opportunities
Grenada Scuba Diving Association	Dive tourism perspectives, opportunities
Spearfishing Representative	Livelihood threats, opportunities, information
Beach Seine fishing Representative	Livelihood threats, opportunities, information
Hand Line Fishing Representative	Livelihood threats, opportunities, information
Adviser on poultry farming	Livelihood threats, opportunities, information
Adviser on pig and livestock farming	Livelihood threats, opportunities, information
Adviser on crops and orchards	Livelihood threats, opportunities, information
Other communities, interest groups advisers	Livelihood threats, opportunities, information

* = *ex officio* key Committee member

4. Qualities of committee members

Committee members should:

- Share a positive outlook on sustainable resource use and the MPA objectives.
- Contribute to balanced perspectives among the diverse range of MPA interests.
- Have an interest in group representation and means to confer with constituents.
- Share a commitment to understand, cooperate and work with others as a team.
- Bring a positive, proactive, solutions-oriented approach to the Committee work.

- Possess scientific, technical, ecological or other local knowledge to contribute.
- Demonstrate interest in the Gouyave MPA and/or surrounding terrestrial areas.
- Have, and be willing to share with others, knowledge, skills and competencies.

5. Committee and members' roles

- a. The Committee is established to act as an advisory body to the Ministry and Cooperative with respect to all aspects of the co- management of the GoMPA.
- b. The Committee's main frame of reference for advice is the GoMPA co-management or operations plan, along with its strategic, business, financial or any other similar plans.
- c. The Cooperative and Ministry will rely on the knowledge, experience and expertise of Committee members to help develop feasible and practical management measures.
- d. The Committee may contribute to GoMPA work planning and budgets; however the Cooperative supported by the Ministry has responsibility for their implementation.
- e. The Committee serves as an important connection between the interests of the GoMPA, marine management and resource use communities, and the general public in Grenada.
- f. The Committee will host at least two community-oriented consultations per annum that shall be open to the public, and the records of which shall be accessible to the public.
- g. Committee members shall act as stewards to proactively report on the status of marine resource health, use and issues in the GoMPA and adjacent areas.
- h. Committee members shall to the best of their ability represent the views of their named organisation or interest group, or as individual advisers offer their objective expertise.
- i. Committee members shall ensure alternate representatives are fully briefed at all times.
- j. Committee members shall respect the confidentiality of advice provided and opinions expressed at closed meetings, and to respect the perspectives of other members.
- k. Committee members shall communicate advice decisions taken at meetings in timely fashion to their own organisation's members and request representation instructions.
- l. Committee members shall maintain punctual and regular attendance at meetings.
- m. Committee members shall demonstrate preparedness for meetings and submit apologies for their absence to the Secretary in advance of any meeting.
- n. Committee members absent from three consecutive meetings without proper excuse shall be deemed to have quit the Committee.

6. Officers of the Committee

- a. The following positions will be filled from among the appointed Committee members, and each officer is eligible to serve a term for up to 2 years, but serve for no more than 3 consecutive terms (6 consecutive years):
 1. Chair
 2. Deputy Chair
 3. Secretary
- b. The Ministry and the Cooperative shall jointly agree on and select the member, not affiliated with either of them, to be appointed as Chair of the GoMPA Stakeholders Advisory Committee.
- c. Committee members shall select a Deputy Chair, from any among the membership, at the first meeting after the post becomes vacant.

- d. The Ministry shall provide the Secretary, upon consultation with the Cooperative, and all secretarial and logistical support for the Committee.
- e. Government and non-governmental organisation members shall represent their affiliated organisation on the Committee.
- f. Private sector members shall serve in their individual capacity and must declare prior to appointment whether they wish to also serve secondarily as representative of any group or organisation.
- g. One person shall represent each organisation or interest group with provision, if applicable, for an alternate representative.
- h. The Chair or, in his or her absence, the Deputy Chair, will be the representative of the Committee on the National MPA Management Committee or other similar institution.

7. Organisation and administration of meetings

- a. One (1) regular meeting of the Committee shall be pre-scheduled to occur every other month during the year. If the Chair determines that a meeting is not required or must be re-scheduled, the Secretary will notify members in advance of the scheduled meeting.
- b. The members of the Committee will decide on the day and time of regular bi-monthly meetings. The Chair may call additional meetings as may be required.
- c. The Secretary shall distribute meeting agendas and minutes of the previous meeting to Committee members at least one week in advance of each regular meeting.
- d. The Secretary shall maintain proper records of proceedings and minutes of meetings, especially of decisions taken and action agreed to with responsibility clearly identified.
- e. The decision of the majority present and voting at the meeting shall be the decision of the Committee if consensus cannot be reached. When voting is equal, the Chair shall have a casting vote.
- f. The quorum for holding a meeting of the Committee shall be at least five (5) members
- g. Six (6) members of the Committee is the minimum required to call a meeting of the Committee outside of the regular schedule with at least one week notice in advance to all members
- h. The Chair or, in the absence of the Chair, the Deputy Chair shall preside at meetings of the Committee.
- i. Members that have a commercial or personal interest in any matter before the Committee shall disclose such interest before any discussion on the matter, and may be recused.
- j. The Committee may invite any non-member organisation or individual to any of its meetings to provide guidance in decision-making.
- k. The Committee may create or amend its meeting organisation and administration as it sees fit from time to time for the proper functioning of the Committee and GoMPA.