

## **MAYA OF SOUTHERN BELIZE FREE PRIOR AND INFORMED CONSENT PROTOCOL**

### **The Government of Belize**

*Pursuant* to their joint commitment to collaborate to faithfully implement the Orders of the Caribbean Court of Justice, including as expressed in the Consent Order, restated in paragraph 9 of its judgment (CCJ 15 (AJ) 2015), and the undertakings of the State therein;

*Cognizant* of the judgment of the Belize Court of Appeal, affirmed in paragraph 1 of said Consent Order, as well as the ruling of the CCJ (para. 52) that Section 3(a) of the Belize Constitution Act "... encompasses the international obligations of the State to recognize and protect the rights of indigenous peoples;"

*Acknowledging* that the CCJ understands (para. 10) the undertakings of the State in the Consent Order to include: recognizing and protecting the rights arising from the Maya customary land tenure system, engaging in agreed consultations to develop the appropriate legal mechanisms, and ceasing and abstaining from measures that adversely affect Maya land interests;

*Further acknowledging* that the Consent Order contains an implied obligation to comply with the various orders, undertakings and agreements within a reasonable time;

*Further Acknowledging* the need for consultation and constructive dialogue between the Maya people and the Government of Belize with a view to bring the terms of the consent order and all other matters connected thereto;

**Now therefore, the Government of Belize adopts this MAYA OF SOUTHERN BELIZE FREE PRIOR AND INFORMED CONSENT PROTOCOL**, which shall govern the Free Prior and Informed Consultation process.

1. In this Protocol, the following definitions shall apply –
  - 1 "Administrative measure" comprises any Project, activity, investment or action which approval might affect the Maya peoples' rights on their lands, territories and resources, including but not limited to issuing or renewing any authorizations for resource exploitation, including concessions, permits or contracts authorizing logging, prospecting or exploration, mining or similar activity under the Forests Act, the Mines and Minerals Act, the Petroleum Act, or any other Act. This includes those listed in Schedule 1.
  - 2 "Alcalde system" means the traditional governance system of the Maya people of the Southern Belize, which functions within the jurisdiction of each autonomous Maya village in accordance with Maya customary law and practice.

- 3 “Affected Area” is the area identified by the Maya village(s) as the area that will be affected by measures and/or activities that have an impact or threaten the rights and interests on the Maya people from their territorial, cultural, social, spiritual and/or economic view. The identification of the Maya village(s) to be consulted must be made by the Office of the Commissioner for Indigenous Affairs of the Ministry of Human Development, Families, and Indigenous Peoples’ Affairs in conjunction with the traditional village Alcaldes and Village Council and supporting organization based on the content of the proposed measure and its territorial scope.
- 4 “Consultation” means the duty of the State to foster and ensure transparent and good faith engagement with the Maya people who are affected by any administrative measure that will affect Maya traditional rights to their lands, territories and resources.
- 5 “Environmental, Social, Cultural, and Economic Impact Assessment(s)” or “ESCEIA” means a detailed study(ies) of the potential impacts, including the positive and negative impacts, of a proposed activity on the environment, society, culture, and economy of the affected Maya village(s).
- 6 “First and Second Alcalde”, “Alcaldes” mean the traditional leaders of an autonomous Maya village who are elected by village members, in accordance with Maya customary practices, to administer the Alcalde System and are the arbiters of Maya customary law and practices and civil and criminal jurisdiction in accordance with Part VII of the Inferior Courts Act CAP 94.
- 7 “Free, Prior and Informed Consent” means the manifestation of the Maya peoples’ right to self-determine their political, social, economic and cultural priorities. It constitutes three interrelated and cumulative rights of the Maya people: the right to be consulted; the right to participate; and the right to their lands, territories and resources. Free, prior and informed consent cannot be achieved if one of these components is missing.

“Free, Prior and Informed Consent” materializes as a “Yes”, a “No”, or a “Yes with conditions”, including the option to reconsider if the proposed activities change or if new information relevant to the proposed activities emerges;

- (a) “Free” means the process is self-directed by the affected Maya village(s) and is unencumbered by coercion, duress, threats, bribery or rewards, and externally imposed expectations or unreasonable timelines.
- (b) “Prior” means that Maya village(s) should be given culturally appropriate time to meet to discuss and understand the proposed investment or development before making a decision. Consultation is sought before the approval of any administrative measure and sufficiently in advance that any input received can be considered and incorporated into it.

- (c) “Informed” means that the Government and Proponent shall seek to validate that the affected Maya village(s) understand information presented, available options and decisions sought. The affected Maya village(s) do receive, understand, and analyze information, which in turn depends on, among other factors, the complexity of the information, the affected Maya village’s (s’) capacity and decision-making processes.

The information provided to the affected Maya village (s) shall be –

- (i) accessible, clear, consistent, accurate, constant, and transparent;
  - (ii) presented in a manner and form understandable to the affected Maya village(s), using appropriate language and culturally appropriate format or a format requested by either the Alcaldes, Village Council, or their chosen supporting organization;
  - (iii) objective, covering both the positive and negative potential impacts of a particular decision or activity requiring free, informed and prior consent;
  - (iv) complete, covering all relevant information, specifically covering the nature, size, pace, reversibility and scope of any proposed project or activity; the reasons for the project; the areas to be affected; social, environmental and cultural impact assessments; the kind of compensation or benefit-sharing schemes involved; and all the potential harm and impacts that could result from the proposed activity;
  - (v) designed to reach the maximum number of the affected Maya village(s) and villagers, and shall include women, elders and young people; and
  - (vi) provided on a continuous basis throughout the consultation process, including where issues identified in consultations require clarification.
- (d) “Consent” means the collective decision made by the rights-holders and reached through the customary decision-making processes of the affected Maya village(s). Consent must be sought and granted or withheld according to the unique formal or informal political-administrative dynamic of each community. Maya village(s) must be able to participate through their own freely chosen representatives, while ensuring the diverse and inclusive participation.

- 8 “Good Faith” means transparent consultation process oriented to obtain the Maya peoples’ FPIC before the approval of any administrative measure that might affect their rights to land, territories and resources. Specifically means the process is unencumbered by coercion, duress, threats, and externally imposed expectations or unreasonable timelines.

Prohibited actions include, but are not limited to:

- (i) attempts to negotiate, coerce, bribe, threaten, intimidate, or induce the Alcaldes, Village Council members or village members on any issue under consultation or to be consulted;
  - (ii) hasty decision-making; and;
  - (iii) arbitrary stipulations that seek to pressure the individual Alcaldes, Village council members, Supporting organization or Maya village members, including women, elders and young people. Arbitrary stipulations include assertions that funds or services may not be available if the individual alcaldes, village council members, or village members do not endorse the proposed action, or seek additional information or time for decision-making.
- 9 “Government” means the Minister with responsibility for Indigenous Peoples’ Affairs.
- 10 “Grievance Redress Mechanism” means the process described in Part 20 and refers to a mechanism intended to assist the Government of Belize and the Maya village(s) in a consultation process to re-establish good relations and to reconcile their differences, in the event that there is a breakdown of trust or consultations reach an impasse.
- 11 “Maya village” refers to a settlement of Maya people who self-identify as a Maya village, and choose their First and Second Alcaldes according to their traditional process, and who collectively use and occupy land in accordance with Maya customary land tenure system.
- 12 “Maya customary land tenure” is communal, and proprietary in nature entitling the members of the community to occupy, use the lands for farming, hunting, fishing and utilizing the resources thereon as well as for other cultural and spiritual purposes, in accordance with Maya customary law and usage.
- 13 “Outcome Document” means a report produced by the Government and verified by the affected Maya village(s) that details the results of an FPIC process when an agreement was not reached.
- 14 “Proponent” means the person, entity, investor, association(s) or the Government of Belize proposing a project or activity to be approved by an administrative measure that may affect the Maya Village’s rights to their land, territory and resources.
- 15 “Supporting Organization” means an organization that is authorized by a Maya Village to provide and/or seek technical or legal support which the Maya village(s) may require to meaningfully participate in the Free Prior and Informed consultation process or for any other matter a village deems necessary to have support.

- 16 “Village Council” means village leaders elected in accordance with the Village Councils Act.
- 17 “Village meeting” means the fundamental authority and primary decision-making body in a Maya village. All decisions taken at a Village Meeting shall be made by consensus of village members in attendance at a Village Meeting. For the purpose herein, a consensus of village members in attendance is 60%.
- (i) The Alcaldes shall ensure that the Village Police provide notice of village meetings and purpose of such meeting to all adult village members, especially where important decisions will be taken, before the Village Meeting.
- (ii) A Village decision shall be documented at the village meeting using form in Schedule II.
- 18 “Village member” means a person recognized by a Maya village to be a member of the village and who also self-recognizes as such. This may include a person either resident in the village according to custom or temporarily not resident in the village but recognized by the village as resident. A member does not cease to be a member of the Maya village simply because he or she is temporarily away from the village provided that such member complies with customary obligations as agreed with his/her village.
- 19 “Village Police” means the traditional Maya law enforcement officer elected to enforce village Alcaldes’ rulings made under Maya customary law and the Inferior Court Act CAP 94 and assist the Alcaldes with administering the Alcalde system.

## **PART II**

### **PRINCIPLES, CRITERIA, and PROCEDURES of CONSULTATION**

#### **2. Principles**

In the application of this Protocol, the following principles shall be observed, adhered to, and otherwise given effect –

1. The Government of Belize has a Constitutional obligation to uphold the fundamental rights and freedoms of individuals, and in particular in such a way as to “protect the identity, dignity and social and cultural values of Belizeans, including Belize’s Maya peoples”<sup>1</sup>;

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<sup>1</sup> Belize Constitution, Preamble, para. (e).

2. The Maya people are entitled to the human rights enshrined in the international treaties and declarations which the Government of Belize has ratified or adopted<sup>2</sup>;
3. The Maya people have rights<sup>3</sup> to the lands, territories and resources that they have traditionally used and occupied in accordance with Maya customary law and land tenure practices. Those rights are protected by the Constitution and International Law;
4. The Government and any other third party shall respect all customary practices of the Maya people;
5. The processes and criteria in this Protocol shall be implemented in a manner that is culturally appropriate, timely, meaningful, in good faith, and accords with international normative standards; and
6. The constitutional authority of the Government of Belize remains over all territory of Belize.

### **3. Requirement to consult on Administrative Measures**

1. The Government shall follow the requirements of this Protocol to consult with the affected Maya village before authorizing any administrative measures, including those provided under Schedule I that might affect Maya rights on their land, territory or resources;
2. When the purpose of the administrative measure is to address unforeseen and urgent circumstances such as natural disasters, health epidemic, or national security issues or is otherwise considered a public emergency under the Constitution of Belize, the Government of Belize may not be required to consult.

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<sup>2</sup> These treaties and declarations include, but are not limited to, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social, and Cultural Rights, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Elimination of All Forms of Discrimination Against Women, the Convention on the Rights of the Child, the American Declaration on the Rights and Duties of Man and the American and United Nations Declarations on the Rights of Indigenous Peoples.

<sup>3</sup> These rights, in addition to being protected in treaties ratified by the State, are also enumerated in the decisions of the Caribbean Court of Justice, the Court of Appeal, the Supreme Court, and the Inter-American Commission of Human Rights. See *MLA-TAA et al. v. AG of Belize*, [2015] CCJ 15 (AJ), Judgment of 30 October 2015; *AG of Belize et al. v. MLA-TAA et al.*, Civil Appeal No. 27 of 2010, Court of Appeal of Belize, Judgment of 25 July 2013; *Cal et al. v. AG of Belize et al. and Coy et al. v. AG of Belize et al.*, Consolidated Claims No. 171 & 172 of 2007, Supreme Court of Belize, Judgement of 18 October 2007 (C.J. Abdulai Conteh); Report No. 40/04 on the Merits, Case 12.053: *Maya Indigenous Communities of the Toledo District v. Belize*, 12 October 2004. <sup>4</sup> These are rights to occupy, use the lands for farming, hunting and fishing; utilizing the resources thereon i.e., collect medicinal plants, construction materials and other forest resources; and engage in Ceremonies (cultural and spiritual) and other activities on land within and around their communities; and that these practices have evolved over centuries from patterns of land use and occupancy of the Maya people which are critical to their physical and cultural survival *Maya Land Right Case claim 171&172 of 2007*

#### **4. Notice**

1. Except for the circumstances identified under section 3(2), the Government shall notify, in writing, the Alcaldes and Village Council of any affected Maya village(s) of its intention to approve an administrative measure that may affect the Maya villager's rights.
2. The Government shall include in its notification a request for a preliminary meeting and consultation plan in accordance with section (3).
3. Along with the notification, the Government shall submit the following:
  - (a) A description of the administrative measure being proposed, including its nature, scope, timelines and duration;
  - (b) Disclosure of the proposal to be approved by the administrative measure;
  - (c) A preliminary analysis of the risks and benefits, including environmental, social, cultural and economic impacts, to the affected Maya village(s);
  - (d) A Description of the proponent and its background experiences in the particular field of project/activity being proposed to the Maya villages(s);
  - (e) Identification of the person authorized to conduct the preliminary meeting and persons to liaise with the Alcaldes and Village Council of the Maya village, and the supporting organization throughout the consultation and negotiation process.
4. All documents submitted by the Proponent to the affected Maya village(s) shall be translated in the appropriate language of the village(s).
5. Upon receipt of the notification, the Alcaldes and Village Council of the affected Maya village(s) shall convene a village meeting to present to the village members the request for a preliminary meeting, and to determine the appropriate date for a meeting, and thereafter, the Alcaldes and Village Council of the affected Maya village(s) shall notify the Government, in writing, of its supporting organization(s), if any.
6. The Alcaldes and Village Council of the affected Maya village(s) shall respond to the Government in writing within twenty-one (21) days from the date of receipt of the Government's request to present the proposed date of the preliminary meeting.

#### **5. Preliminary Meeting and Consultation Plan**

1. The purpose of the preliminary meeting is for the village members to be informed of the proposed administrative measure, their right to a consultation process, and their right to consent or refuse to be consulted about the proposed administrative measure. If they agree to be consulted, the meeting will also be used to define the appropriate consultation plan that must be further followed by the Government and the Proponent.
2. The preliminary meeting shall not be for the purpose of arriving at a final consent agreement.

3. At the preliminary meeting, the Government, the Alcaldes and the Village Council of the affected Maya village(s) with the assistance of the supporting organization must be authorized to develop a mutually acceptable consultation plan. The Plan shall include particulars regarding:
  - (i) The village(s) consent for including of the Proponent, if any, in subsequent consultation process;
  - (ii) The preliminary schedule for consultation meetings, to be updated with changes agreed upon by the parties;
  - (iii) The venues for the consultation meetings, which shall be selected to allow for maximum participation by members of the affected Maya village(s);
  - (iv) The extent of the environmental, social, cultural, and/or economic impact assessments required by the parties, and where required, the timeline for the conducting of the assessments; and
  - (v) The needs and measures to be implemented for effective communication, as identified by the Alcaldes and Village Council and the supporting organization of the affected Maya village, including but not limited to:
    - (a) Which of the Maya languages - Mopan and or Q'eqchi- is to be used during consultation meetings;
    - (b) Persons identified to translate written documents into the language(s) preferred by the village to be consulted;
    - (c) Persons identified as interpreter and translator during the village meetings;
    - (d) The need for technical or legal assistance to facilitate Villager's understanding the proposed plan and all related documents and to otherwise provide advice or counsel;
    - (e) The need for oral summaries for complex technical information; and
    - (f) Village protocols, customs or practices related to information sharing, negotiation and/or decision making that may affect consultation, including access to vulnerable populations, protocols for engaging certain individuals, or discussing sensitive topics.
4. The persons responsible for making a written record of each consultation, including the time, location, attendees, signed minutes and any other relevant documents, and the mechanism by which such records shall be verified by each party.



## **6. Engagement of Proponent**

1. After the preliminary meeting, and with the village's (s') consent, the Government will attend further meetings together with the Proponent, who will be responsible for negotiating Compensation, Mitigation, benefit agreements with the village(s).

## **7. Proactive disclosure of information**

1. The Government and any Proponent shall agree on the mechanism and frequency with which they shall provide regular updates to the Alcaldes, Village Councils and supporting organization of the affected Maya village regarding the status of activities related to the consultations.
2. The Government and any Proponent shall ensure, in a transparent manner, that all relevant information is made available to the Alcaldes and Village Council and supporting organization of the affected Maya village(s) as soon as possible and no later than within two (2) weeks of learning of the information. The Government and/or Proponent shall not provide misinformation to the affected Maya village and shall ensure that the information complies with Paragraph 4(4) and 5(3)(v).

## **8. Independent Technical Advice**

1. The Alcaldes and Village Council may at any point seek independent technical and/or legal advisers. These advisers may participate at any or all stages of the consultation process.

## **9. Cost of Consultation**

1. The Government and/or the Proponent shall bear the reasonable costs of the consultation process, such as the logistics of consultation meetings with the Maya village(s), the costs of the environmental, socio-economic and cultural impact assessments, the logistics of decision-making meetings at the affected Maya village level, and the costs of translation and interpretation services.

## **10. Environmental, Social, Cultural, and Economic Impact Assessments (ESCEIA)**

1. To determine the impact of a proposed administrative measure on the livelihood, traditional way of life, and customary practices of the Maya village(s), a detailed study and transparent analysis of the environmental impact shall be executed in accordance with the Environmental Protection Act, Chapter 328 and Environmental Impact Assessment Regulations, or any law enacted to protect Maya land rights. This assessment shall include an assessment of the social, cultural and/or economic impacts the Project will have on the affected Maya village. The ESCEIA shall be conducted:

1. by independent and technically qualified consultant selected after consultation with the Alcaldes and Village Council and the supporting organization of the affected Maya village; and
  2. with the effective, inclusive and diverse participation of the affected Maya village, including by following this Protocol in the conduct of the ESCEIA.
2. The consultant conducting the ESCEIAs shall additionally: –
- b) Develop Prevention and Mitigation Plans for different measures of prevention or mitigation of any negative impacts;
  - c) Assess compensation for the damages that might result from the proposed activity;
  - d) If necessary, to develop a Relocation and Resettlement Action Plan (RAP) and Livelihood Restoration Plan (LRP). The affected Maya village(s) shall effectively participate in the development of the RAP and LRP; and
  - e) Develop a Monitoring Plan for monitoring the impacts of the proposed activity and the implementation of prevention and mitigation measures, following the procedures in Section 14.
3. The consultant conducting the ESCEIA shall:
- (a) consolidate the ESCEIA into a single technical report and shall include at least one version in plain language in order to facilitate adequate understanding of the results by the affected Maya village; and
  - (b) schedule meetings with the affected Maya village(s) to present the preliminary results of the ESCEIA. The results shall be presented in the languages of the affected Maya village(s), and in accordance with Paragraphs 4(4) and 5(3)(v).
4. The ESCEIA shall be revised and shall incorporate the inputs of the affected Maya village so that final reports can be used by the affected Maya Village(s) to make informed decisions.
5. The affected Maya village(s) has the right to conduct independent ESCEIAs at any time.
6. This section is subject to section 3(2).

## **11. Benefit Sharing**

1. Where a proposed administrative measure involves either direct or indirect economic exploitation of the affected Maya village's environment, lands, territories or resources, the Village and the Proponent shall agree upon and determine a proposed Benefit Sharing Plan, and any Consent Agreement shall include a Benefit Sharing Plan.
2. The benefits in the plan may be agreed upon by the Proponent and the affected Maya village and may involve multiple forms of benefit sharing, including but

not limited to: provision of goods and services, payment of funds and rent, establishment of social services, and other benefits as agreed between the parties.

3. The Benefit Sharing Plan may include provisions to accommodate particular hardships experienced by individual village residents or families, but the Plan shall otherwise share the benefits based on the degree of impact of the affected villages.
4. The Benefit Sharing Plan shall include a schedule for the disbursement of the planned benefits.
5. The Government will supervise the negotiation and implementation of the Benefit Sharing Plan to observe that the Proponent is following the rules of this Protocol.

## **12. Customary Decision-Making**

1. Upon completion of the ESCEIA as required under 10, the Government and Proponent, along with the Alcaldes and Village Council of the affected Maya village(s) and the supporting organization, shall agree on a date for the presentation of the ESCEIA to the Maya village(s).
2. After the presentation of the final ESCEIA, the Government, the Proponent, the Alcaldes, and the Village Council of the affected Maya village(s) shall agree on a time by which the affected Maya village(s) shall make a decision regarding the proposed administrative measure. The time shall not be more than twenty-one (21) days after the presentation of the final ESCEIA.
3. The Alcaldes and the Village Council of the affected Maya village(s) shall convene a Village Meeting to discuss and take a decision on the proposed administrative measure.
4. Any decision taken at a village meeting shall be in accordance with 1(17).
5. During the consultation process, the Government and/or Proponent shall not begin any action related to the implementation of the administrative measure without consent of the Maya village(s).
6. If consent is withheld and Maya village(s) are clear that they do not consent to the proposed administrative measure, then the consultation process is over and no administrative action may be taken.
7. If no consent can be reached, then subject to section 3(2) and where the proposed administrative measure concerns the interests of public health, public order, public safety, national security and defence and is carried out in conformity with the rights of the Maya people and the safeguards of the Belize Constitution, the proposed administrative measure may proceed.

### **13. Agreement and Outcome Document**

1. If consent is obtained, in accordance with section 1(17) and 12(4), the Alcaldes and Village Council shall request authorization at the village meeting to negotiate an agreement with the Proponent.

The agreement shall set out:

- I. The activities to which the affected Maya villages consents; and
  - II. Any and all conditions upon consent is based, including but not limited to any plans agreed.
2. A village meeting shall then be convened for the village members to take a decision in accordance with 1(17) on the final agreement after which, it shall be signed by Government, the Proponent, and the Alcaldes and Village Council of the Maya village. The agreement shall be signed in front of a witness identified and agreed by the villagers at a village meeting, who shall also sign the agreement.
  3. If no consent is given, and no agreement is not reached, then the affected Alcaldes and Village council, with the assistance of their Supporting organization, shall draft an Outcome Document and present it to the Government, which shall clearly state the reasons for disagreement and lack of consent to the proposed administrative measure.

### **14. Prevention and Mitigation Costs**

1. The Proponent shall bear all costs of implementing the Compensation, Prevention and Mitigation Plan recommended by the ESCEIA and agreed upon by the Proponent and affected Maya village(s).

### **15. Monitoring Plan**

1. The Agreement shall include a Monitoring Plan and the establishment of an Implementation and Impact Monitoring Team. Any agreement shall include a Monitoring Plan.
2. The affected Maya village(s) shall together with the Proponent and the government, develop the Monitoring Plan.
3. The Proponent of the project shall provide financial and technical resources to the Alcaldes and Village Council of the affected Maya village(s) to train village elected representatives to conduct monitoring of the proposed activities based on the monitoring plan.
4. The Implementation and Impact Monitoring Team shall be a 5-member team comprised of 2 members appointed by the Proponent, 2 members appointed by the Alcaldes and Village Council and the supporting organization of the affected Maya village, and 1 member agreed upon by both the Proponent and the affected Maya village.

5. The Monitoring Plan shall provide for the monitoring of the implementation of the Prevention and Mitigation Plan, including a schedule of monitoring activities and reporting mechanisms.
6. The Monitoring Plan shall include a clear list of consequences that will occur should the Implementation and Impact Monitoring Team determine that the Prevention and Mitigation Plan is not being followed, including time periods for rectification and possible suspension of the investment or activity.

## **16. Continuing Consultation**

1. The Maya village(s)' consent to the proposed measure does not exempt the Government of Belize duty to implement other consultations processes should there be any major changes to the agreed plan which may cause additional or unforeseen impacts to those already assessed in the agreed-upon plan. No such major changes shall take place without the consent of the affected Maya village(s).

## **17. Grievance Redress Mechanism**

1. Where the Government or Proponent and the affected Maya village has breached provisions of this Protocol, any party may invoke the following Grievance Redress Mechanism:
  - i. The Proponent, the Alcalde(s) and Village Council(s) of the affected Maya village may agree on a mediator and attend a mediation session to attempt to resolve their differences.
  - ii. If that is unsuccessful, the Proponent, the Alcalde(s) and Village Council(s) of the affected Maya village may enter into a non-binding arbitration process consisting of a three-member panel:
    - (a) One member shall be appointed by the Proponent, or in cases where there is more than one Proponent, through mutual agreement between the Proponents.
    - (b) One member shall be appointed by the Alcaldes and Village Council of the affected Maya village.
    - (c) Those two members shall then select a third member to act as chair of the panel. Where the disagreement involves technical issues, the two members shall endeavor to select a chair with expertise in the technical area.
2. The panel shall receive information and submissions from the parties and may compel information from any third parties it deems necessary. The panel may consider any information it deems relevant and useful, notwithstanding rules of evidence that govern court proceedings.
3. The panel shall provide each party with the information and submissions it has received from the other party and permit each party to respond.

4. Any in-person hearing or session by the panel shall take place at a location to be agreed by the Proponent, Alcaldes, Village Council and in the supporting organization of the affected Maya village.
5. An interpreter agreed by the Proponent, the Alcaldes and Village Council of the affected village(s) shall be present at all times. The cost of such interpreter's services will be borne by the Proponent.
6. All members of the panel shall take into consideration the Maya village's communal property rights and the safeguards of the Belize Constitution.
7. Upon review of the information and submissions of the parties, any other information it has obtained, and any interviews or hearing it has chosen to hold, the panel shall make specific recommendations to the parties on how concerns of the parties can be addressed, and if possible, suggest specific language that might or should be acceptable to both parties in a consent agreement.
8. The Parties to the arbitration shall make a good faith effort to consider using the panel's recommendations.
9. This non-binding mediation or arbitration process is without prejudice to the Maya village's right to withhold consent until it is satisfied that the consultation process has satisfied the provisions of this Protocol and a final consent agreement has been reached between the Government Proponent and the affected Maya village.
10. The consulted Maya village(s) may decide to leave the arbitration process at any time.
11. All parties may access the Courts to resolve any dispute for which there is a lawful cause of action.

## **18. Amendment**

The Government, in consultation with the Maya of Southern Belize or designated organization(s), may amend this Protocol.

## **19. Effective Date and Duration**

This Protocol comes into effect when it is filed with the Caribbean Court of Justice and remains in effect until the Government adopts and develops legislative, administrative and or other affirmative measures to identify and protect the rights of the Maya people arising from Maya customary tenure.

### **Schedule 1- Activities which trigger consultation process**

The requirement for community consultations shall apply before the approval of governmental administrative measures related to any activity which may significantly cause environmental, social, and/or cultural impacts to the Maya people. Activities which trigger the consultation process include:

- Extractive activities
  - Mineral extractions
  - Oil exploration/refineries
  - forestry
  - quarries
  - Abstraction of groundwater
- Building of dams/reservoirs, large-scale drainage projects
- Infrastructure projects
  - Building of bridges and roads
  - Designation of parks/recreation/housing areas
  - Solid waste processing facilities
- Power plants/Renewable Energy Industries
- Electrification and Water-supply projects
- Industrial plants
- Designation of burial sites
- Projects which may impede access to areas regularly utilized by the community (i.e. rivers, dump sites, hunting areas, access paths, etc.)
- Projects involving the conservation of ecosystem/land-use types, destruction of critical habitats, excluding subsistent customary land and resource-use practices
- Projects which may generate significant amounts of pollutants, greenhouse gases, noise
- Projects involving the generation/disposal of dangerous, hazardous, toxic, sanitary waste
- Projects involving the generation of chemical/thermal waste
- Projects which may involve displacement and/or resettlement
- Projects which may result in significant adverse impacts to sacred sites and/or cultural heritage.
- The creation of conservation areas.





<b>Total</b>				

Total number of Villagers who are eligible to participate in decision-making:

\_\_\_\_\_

Total Number of eligible villagers who participated: \_\_\_\_\_

Total Number of eligible villagers who provided **YES** consent \_\_\_\_\_

Total Number of villagers who provided **NO** consent \_\_\_\_\_

I, \_\_\_\_\_, (**Alcalde**) of the village above, hereby certify the outcome of the consultation to [*PURPOSE OF CONSULTATION*].

\_\_\_\_\_

Signature

Date

I, \_\_\_\_\_, (**Chairperson**) of the village above, hereby certify the outcome of the consultation to [*PURPOSE OF CONSULTATION*].

\_\_\_\_\_

Signature

Date