

出國報告（類別：計畫監督）

「貝里斯木瓜外銷小農貸款計畫」及「貝里斯文化之家及週邊擴建計畫」

計畫監督任務返國報告

服務單位：國際合作發展基金會投融資處

姓名職稱：詹維欣專員

派赴國家：貝里斯

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## 摘要

本會配合我駐貝里斯技術團園藝推廣計畫，於 2010 年 11 月與 La Inmaculada Credit Union (LICU) 簽署「貝里斯木瓜外銷小農貸款計畫」委託管理合約(Funding Agreement)，該計畫期程原訂為 5 年，為因應技術團計畫移轉等情勢變遷，本計畫於 2013 年底停止新增貸款，後於本(2015)年 3 月提前宣告計畫終止，目前計畫屬結案準備階段。

本次監督任務發現，LICU 遵循相關規定辦理貸款核撥、積極清理逾期放款，善盡管理人之責，本會將根據 LICU 處理現況，報請本會董事會將計畫無法回收金額轉銷呆帳；為求審慎周延，本會亦將透過 LICU 委請貝國律師清查債務人資產再據以評斷是否有追償實益，倘確無實益，本會將併同報請董事會同意免予列帳記載及列管追蹤，完成本案處理程序。此外，經本次任務期間與利害關係人洽談後發現，整體計畫之短、中、長期目標達成率雖不如預期，但對當地產業鏈及社會安定已產生正面影響。

除前揭計畫，本會在貝里斯亦推動有「貝里斯文化之家及週邊擴建計畫(文化之家計畫)」，該計畫於 2014 年 2 月簽署，目前屬執行階段。本次任務期間發現，執行機構已完成部分公共空間改善工程，當地居民生活品質已見提升，目前正辦理招募作業，以聘顧計畫所需之專業人員，並積極督請相關單位加速法案審查作業。本次任務期間，貝方亦針對我國專家倡議之生態博物館(eco-museum)所需專業技術，提出技術協助之需求，期盼我方可派遣專家或志工赴貝輔導現場人員。本會將待貝方提出正式需求後，協助洽詢國內相關資源。

<b>壹、</b>	<b>緣起及任務目的.....</b>	<b>1</b>
一、	緣起.....	1
二、	任務目的.....	1
<b>貳、</b>	<b>洽商情形.....</b>	<b>2</b>
一、	木瓜小農計畫.....	2
(一)	檢視計畫成效.....	2
(二)	檢視 LICU 本計畫之作業程序.....	3
(三)	逾期放款處理.....	4
(四)	計畫款項匯回與計畫結案報告.....	5
(五)	貝國農部意見.....	6
二、	文化之家計畫.....	6
(一)	與觀光部專案小組洽談情形.....	6
(二)	計畫現場勘查.....	8
<b>參、</b>	<b>駐館意見.....</b>	<b>9</b>
一、	木瓜小農計畫.....	9
二、	文化之家計畫.....	9
<b>肆、</b>	<b>結論與建議.....</b>	<b>9</b>
一、	結論.....	9
(一)	木瓜小農計畫.....	9
(二)	文化之家計畫.....	10
二、	建議.....	10
(一)	木瓜小農計畫.....	10
(二)	文化之家計畫.....	11
	<b>附件清單.....</b>	<b>i</b>

附件 1、任務行程.....	ii
附件 2、出貨明細-木瓜總出口箱數與收入表.....	iii
附件 3、農部評估報告.....	iv
附件 4、依據委託管理合約檢視執行機構管理計畫之檢核表.....	xi
附件 5、銀行對帳單.....	xvi
附件 6、LICU 內部規定.....	xix
附件 7、LICU 催收函.....	xxx
附件 8、LICU 通知債務人已處份其持有之 LICU 股權信函.....	xxxiii
附件 9、諮詢貝里斯執業律師 M.H. Chebat 會議摘要.....	xxxiv
附件 10、委任律師合約稿.....	xxxvi
附件 11、與貝里斯自然資源暨農業部處長會談摘要.....	xli
附件 12、貝里斯市商業中心更新計畫草案.....	xliv
附件 13、貝里斯國家歷史保存法草案.....	li
附件 14、LICU 本票樣本.....	lxxv
附件 15、單據抽樣.....	lxxvi
附件 16、LICU 與借款人討論會議紀錄.....	lxxix

## 壹、 緣起及任務目的

### 一、 緣起

#### (一) 貝里斯木瓜外銷小農貸款計畫(以下稱木瓜小農計畫)

本會為配合駐貝里斯技術團(以下稱駐團)園藝推廣計畫之木瓜子計畫，於 2010 年與 La Inmaculada Credit Union (LICU) 簽署委託管理合約 (Funding Agreement)，為期 5 年，共同推動木瓜小農計畫，由本會提供轉融資資金 23 萬美元，LICU 負責貸款管理，駐團及貝國自然資源暨農業部(以下稱農部)提供技術輔導。嗣因駐團園藝推廣計畫結束，本計畫在缺少技術支持下，於 2014 年 1 月停止推動新貸款業務。LICU 復於本(2015)年 3 月依據合約規定，提出提前終止合約，本會已於同年 4 月函覆正式停止計畫融資(financial support)。

截至本年 6 月，本計畫累積撥款總額 317,593.42 美元，執行率達 1.38 倍，仍有流通在外 66,457.95 美元之逾期放款，借款人為農民組織 Orange Walk Papaya Grower Group (OWPGG)。為追償前述逾期放款，LICU 依據其內部規範已處份 OWPGG 實物擔保品，並在本會要求下諮詢當地律師後續之處置方案。

#### (二) 貝里斯文化之家及週邊擴建計畫(以下簡稱文化之家計畫)

本會與貝里斯政府於 2014 年 2 月簽署貸款合約，計畫總成本為 757 萬美元，本會提供融資 530 萬美元。貝國觀光暨文化部 (以下稱觀光部) 擔任執行機構，該部為推動本計畫已成立專案小組，並協調計畫利害關係人組成計畫指導委員會(Project Steering Committee, PSC)。PSC 職責為核定計畫相關文件如工作計畫書、採購文件等，專案小組則依 PSC 決議辦理各項招標程序及機構間協調工作。

### 二、 任務目的

#### (一) 木瓜小農計畫

1. 檢視 OWPGG 逾期放款處理現況；
2. 檢視 LICU 是否依據委託管理合約及其內部規範辦理貸款作業；
3. 盤點計畫帳戶明細；

4. 蒐集計畫整體成效資料。

## (二)文化之家計畫

1. 檢視計畫執行及資金使用情形；
2. 檢視借款人及執行機構是否遵循合約規範推動計畫；
3. 了解借款人或執行機構可能遭遇問題並商議解決方案。

## 貳、洽商情形

本會於任務期間除向我駐館簡報，並安排：(一)拜會木瓜小農計畫利害關係人包括執行機構 LICU 高階主管及承辦人、農部及借款戶，以了解計畫執行現況、成果及其遭遇之困難，並透過檢視計畫相關文件、與律師洽商，蒐集結案及處置逾期放款所需之資料；(二)拜會文化之家計畫執行機構觀光部，由貝方專案小組向本會報告本計畫推動進度，另陪同赴計畫現場勘查。任務行程請詳附件 1。

謹將前述行程洽談情形彙整摘述如下：

### 一、木瓜小農計畫

#### (一)檢視計畫成效

##### 1. 本會資金使用情形

本計畫總計貸放予 3 個農民組織，分別為 Little Belize Exporter (LBE)、Orange Walk Papaya Grower Group (OWPGG)及重組後的 LBE(R-LBE)<sup>1</sup>。核貸總額為 355,368.73 美元，實際撥款總額為 317,593.42 美元，執行率為 1.38 倍。

##### 2. 預期成果之達成度

###### (1)出口量

本計畫有助於農民增產，LBE/R-LBE 包裝廠生產線及行銷通路順利運作，OWPGG 也因參與本計畫將其木瓜外銷至美國，惟木瓜外銷總出口量最後仍未達目標值。農民組織自 2013 年 1 月開始收成木瓜，在 2013 年風災發生前，OWPGG 單位面積出

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<sup>1</sup> LBE 在 2011 年 3 月由於部分成員評估木瓜外銷價格不佳打算退出市場，但其中 2 位成員有意繼續經營，故與貿易商與國外投資者協商後，買下 LBE 股權後再重組(restructure)LBE。

口量為 80 箱，較 R-LBE 的 113 箱少 29%；風災後，OWPGG 已無法提供符合出口品質的木瓜。從計畫整體而言，OWPGG 出口量僅占總量 3%，遠低於預期目標 30%(出貨明細如附件 2)。

### (2)還款情形

LBE 及 R-LBE 均已如期償還所有貸款；OWPGG 因災損自 2013 年 9 月後即無力償還，倘扣除因追償拍賣抵押品所得，還款率僅 28.6%。

### (3)財務自主目標

R-LBE 因參與本計畫，已取得包裝廠廠房(價值約 10.25 萬美元)所有權，並已建立良好信用紀錄，有利於其後續自行向 LICU 申請生產所需營運週轉金。OWPGG 則因前述天災，木瓜園已無收成價值<sup>2</sup>，在缺乏災害救濟及其他收入來源的窘況下，亦無法重新租地耕作、還款，成員幾近財務破產，組織運作已停止。

## 3. 其他間接成果-就業

OWPGG 共聘雇 11 名農民從事木瓜生產，LBE 及 R-LBE 則分別聘僱 90 人及 84 人參與生產與包裝工作(如下表 1)。本次任務期間 R-LBE 表示倘無本計畫融資挹注，原有人員將因失業、收入減少而面臨困境。

表 1、參與計畫人數

農民組織	參與人數				間接參與之家戶數
	組織成員	農場	包裝廠	小計(註)	
OWPGG	5	6	--	11(3)	11
LBE	8	40	42	90(8)	-
R-LBE	2	40	42	84(5)	54

註：括號內為管理職位之人員數。

### (二)檢視 LICU 本計畫之作業程序

經本會任務期間依據雙方簽署合約條款及 LICU 內部規範逐項檢視

<sup>2</sup> 可參考農部之前所撰擬之評估報告稿，OWPGG 損失估計約 62,527 美元，如附件 3。

(清單詳附件 4)，結果尚屬滿意<sup>3</sup>。LICU 在貸款核撥、了解客戶現況等方面，表現良好；但在帳戶管理方面，表現尚可；對貸款文件品質與後續管理則差強人意。

#### 1. 貸款核撥

本次任務檢視發現，LICU 審核貸款案件時，確實依據內部規範及委託管理合約辦理。

#### 2. 帳戶管理

(1) 計畫專戶：LICU 之前因應實際作業需求，自行開立另一計畫帳戶<sup>4</sup>，且未主動通知本會。經本次任務檢視，LICU 銀行帳務處理條列分明，仍符合專款專用、獨立簿記的要求。

(2) 帳務查核：經本會查核本計畫銀行對帳單(如附件 5)及 LICU 貸款管理系統資訊發現，銀行帳戶總額較計畫帳簿多出 49.9 貝幣，LICU 將再行核對各項轉登錄作業。

#### 3. 貸款文件品質

經抽查貸款核撥資料發現，LICU 以獨立卷宗管理貸款書面資料，但相關單據稍顯散亂；電腦資訊系統則顯完善，LICU 人員均可迅速取得貸款相關資訊。

### (三)逾期放款處理

#### 1. LICU 處理現況

(1) LICU 根據內部規定(參附件 6)已於 2014 年 11 月至 2015 年 2 月期間向借款人催收 3 次(如附件 7)，惟借款人仍無法清償；

(2) LICU 已於同年 7 月拍賣借款人抵押之農機具；

(3) LICU 已於本年 9 月 4 日處份借款人質押之 LICU 股權<sup>5</sup>(價值 2,299.67 貝幣，如附件 8)。

<sup>3</sup> 22 項檢核項目中，12 項符合、4 項部分符合、2 項不符合，餘 2 項則因環境不同，無法適用。

<sup>4</sup> LICU 將計畫資金由原定之活存帳戶(無利息帳戶)，轉存於活儲帳戶及定存，目的在提高撥款效率及資金孳息收入。

<sup>5</sup> 依據 LICU 政策，須認股成為會員方能向 LICU 借款。為協助會員儲蓄及理財，LICU 鼓勵會員於財務狀況允許下多認購股份，增加個人資產的報酬率。會員向 LICU 借款時，該些股份亦可作為借款質押品，倘無法支付貸款本息時，LICU 將處份該些股份，但 LICU 會保留 12 貝幣之股份，以維持該會員資格。



(4) LICU 已根據其規定<sup>6</sup>積極追償，在轉銷後仍會持續追蹤債務人以適時採取追償行動；但 LICU 初判本案回收的可能性不高。

## 2. LICU 可配合本會要求進行後續追償

倘本會決定繼續追償，LICU 可配合辦理。惟原雙方簽署委託管理合約未有詳細規範代為追償之權利義務，爰 LICU 盼與本會另行簽署託管合約，託管費用則建議以當地市場行情來訂定（回收金額之 10%）。

## 3. 貝國律師意見（會議摘要請詳附件 9）

- (1) 追償程序：倘本會決定續向 OWPGG 追償，根據貝國法律應由 LICU 向 OWPGG 發出要求支付函(demanding letter)，此一程序可委託律師代辦。完備此程序後，方能由委任律師送件至高等法院，預估自送件至判決確定約歷時 1 年。倘債務人不依據法院判決還款，債務人將可能被判刑入獄。
- (2) 預估費用：固定訟訴費用約 1,320 美元，律師服務費則為回收金額之 20%。委任合約稿可參考附件 10。
- (3) 徵信服務：可額外提供個人資產徵信服務，收費方式以人數計算，每人 450 貝幣(未稅)，調查工作約需時 1 週。待調查完畢後，可配合本會要求出具法律意見。

## (四) 計畫款項匯回與計畫結案報告

1. 帳戶餘額：帳戶餘額為 414,108.17 貝幣<sup>7</sup>，惟其中 35,719.68 貝幣為本會應付 LICU 管理費<sup>8</sup>，屆時將予以扣除。
2. 匯回程序
  - (1) 貝國實施外匯管制，故 LICU 必須先取得該國中央銀行同意。另 LICU 亦將代本會詢問可否因本計畫社會發展特性，而給予減免換匯手續費。

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<sup>6</sup>逾期放款經積極追償後仍無法清償，經報董事會核准轉銷呆帳並登入簿記帳，倘未來發現借款人有存款或其他資產，將再繼續追償。

<sup>7</sup> 加計前項所述處份 OWPGG 持有 LICU 股權所得 4,523.02 貝幣

<sup>8</sup> 依據委託合約規定，LICU 應得農民組織累積支付利息(71,439.36 貝幣)之一半。

(2) 計畫銀行專戶為雙方共管，故須由本會另指派專人簽署文件後方可結清關閉。

(3) 本案後續將衍生律師費及手續費，故將在確定金額後，再行匯回結餘款項。

3. 結案報告：LICU 同意於本年 9 月底前提交本計畫結案報告。

#### (五) 貝國農部意見<sup>9</sup>

1. 農部認為農民遭遇病蟲害、天災後，建議需有資金挹注協助復甦，而認為本會計畫似未規劃相對應的措施。
2. 農部先前撰擬之 OWPGG 災損報告，雖已定稿但至今仍未獲本案利害關係人確認。
3. 貝國近期將通過新農業政策，其中對於農產品多樣性的政策仍維持不變，故農部表示仍支持農民從事木瓜外銷生產，但對於小農的參與，則須額外考量其承受風險的能力。
4. 農部承諾將再派推廣員與 OWPGG 農民洽談，提供必要之協助或輔導；後續亦將思考如何結合農部與貝里斯外貿協會(BELTRAIDE)的功能，協助農民生產與行銷。

## 二、 文化之家計畫

### (一) 與觀光部專案小組洽談情形

1. 貝里斯市政府的配合度影響本計畫執行及經費使用進度

(1) 政府機構間之合作：本計畫位於貝里斯市，貝里斯市政府應配合本畫：(i) 設立舊城區發展委員會專責協調本計畫與貝里斯市其他舊城區內發展之協調性；(ii) 重新規劃都市分區使用(zoning)，前者未獲市政府回應，後者則未見實際規劃進度。觀光部認為貝里斯市政府現有之市政發展小組應足以發揮前述舊城區發展委員會應有之功能，故將促請市政府簽訂相關備忘錄以落實機構間之合作關係。

(2) 經費使用：以更新商業中心<sup>10</sup>及周邊環境為例，由於位於策略

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<sup>9</sup> 詳農部會談紀要，如附件 11。

性地理位置，觀光部原規劃優先推動，但因市政府至今遲未配合本計畫提交完整設計方案及執行時程，已影響整體經費執行率。經本會提醒後，執行機構表示將調整計畫預算經費使用優先順序，以利本計畫先行辦理其他歷史建物整建招標工作。

## 2. 國家歷史保存法(National Historic Preservation Act, PHPA)進度

為使修繕後建物得以依法妥善保存運用，PHPA 法案為本計畫重要關鍵。貝國檢察總長辦公室(Attorney General Office, AGO)已審查觀光部所提送草案，惟因用語不符該國法規體例，故已重新擬訂如附件 13，目前尚待完成法案利害關係人意見諮詢程序並送國會審查，倘無其他突發事件影響<sup>11</sup>，預估可於本年底前完成。

## 3. 採購作業規範

貝方承諾採購將依據現行該國規定辦理，另為履行貸款合約在招標 30 天前通知本會之規定，觀光部亦承諾將在採購文件提交財政部核准時，副知本會，以利本會掌握計畫進度。

## 4. 協商本計畫進度報告提交時程

雙方已同意將本計畫進度報告繳交截止日期訂為每年 6 月及 12 月底，貝方應於每年 1 月底及 7 月底前繳交前述報告。貝方另同意本年度上半年進度報告將於本年 9 月底前補送本會。

## 5. 重新核定工作規劃書(Work Plan)

專案小組已完成新工作規劃書，並於本年 6 月獲 PSC 審核同意在案，以作為未來推動及檢視本計畫之依據。

## 6. 提供最新撥款預估時程及調整融資項目格式

貝方承諾將依前述規畫書所訂工作時程，研擬撥款預估時程供本會參考。雙方另同意在不更動原計畫項目架構，修訂計畫成本項目分類，以減輕貝方準備撥款申請文件之文書工作。

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<sup>10</sup> 商業中心更新計畫草案如附件 12。

<sup>11</sup> 執行機構目前預見之可能突發事件為：明年 1 月之全國大選提前至本年辦理。決定提前大選為總理被賦予權力之一，上一屆大選便提早辦理，依法所有內閣閣員將須於大選前 30 日停止辦公。如此一來，本法案之審查作業時程必受影響；倘無法於本內閣任期內通過，觀光部將再次向本會申請更改貸款動撥要件。

7. 貝方有意強化推動生態博物館(eco-museum)之技術能力

生態博物館為本計畫核心工作，貝國觀光部官員也曾經來台見習生態博物館之概念與運作模式，但由於缺乏實務操作經驗，故詢問本會派遣志工提供相關協助之可能性。本會考量貝方需求為建立生態博物館整體規劃能力(包括訓練專案小組或其工作人員協商技巧等)，已建議其應尋求專業顧問較佳，志工可為輔助性質，如此安排似較符合其實際業務所需。貝方已表示將撰擬具體協助項目後，再進一步與本會洽商。

8. 觀光部全銜異動

因政府組織改造，觀光部全名已變更為「觀光、文化暨航空部」，爰將併同前述計畫成本項目調整進行修約。

9. 其他

觀光部與美洲開發銀行(Inter-American Development Bank)刻正推動永續觀光計畫第2階段(Sustainable Tourism Program II, STP II)，規劃在全國各地建置小型博物館，倘本會有意願參與，將提供計畫書供參，爰本會已請貝方透過駐館將計畫書轉送本會。

(二) 計畫現場勘查

計畫項目		勘查說明
硬體	建物更新	貝國國家文化暨歷史局(National Institute of Culture and History, NICH)原設於文化之家的辦公室已遷出。由於無人使用且已出現局部損壞，觀光部將加速辦理整建工程，避免損壞範圍擴大。
	公共空間更新	商業中心前公園、高等法院前廣場整建工程，及前述2項公共空間的周邊交通動線及路面改善工程均已完成。目前廣場已成為舊城區中大型活動場地，當地居民平日也會利用公園或廣場聚會或漫步。
軟體(彙整口述歷)		尚未啟動

## 參、 駐館意見

### 一、 木瓜小農計畫

- (一) 農民組織 R-LBE 為德國後裔(Mennonite 族群)，依循其教義生活，嚴守信用，務農效益高，形成支持貝國經濟的重要力量，倘其確有能力還款，本會應可考慮繼續提供貸款。
- (二) 貝國地廣人稀，且鼓勵農民向政府租地耕作，農地價值普遍不高。當地人儲蓄意願及理財能力均不如 Mennonite 族群。
- (三) 關於本會擬依當地法律向 OWPGG 追償逾期放款，駐館認為考量違約金額不大，且農地及個人財產價值有限，倘直接向法院提出訴訟，回收機率可能不高，恐傷及我國援外的美意，故認同本會尋求當地律師清查借款人資產再擬定對策之做法。

### 二、 文化之家計畫

駐館長期以來與 NICH 互動關係良好，本會計畫可協助當地文化發展，立意良好，爰請本會繼續與貝方保持聯繫，並於計畫有重要進展時適時通知駐館。

## 肆、 結論與建議

### 一、 結論

#### (一) 木瓜小農計畫

1. 整體而言，LICU 為良善執行機構，大致均遵循相關規範執行本會計畫。
2. 有關追償 OWPGG 債權，LICU 已依內部規範積極處理。本會刻正透過 LICU 就近委任當地律師，進行債務人資產徵信調查，作為衡量本案是否具追索實益之依據。
3. 本計畫確實有助於農民提高木瓜產量，並運用包裝廠生產線及行銷通路銷往美國。其中 LBE/R-LBE 農民組織不但如期償還所有貸款，

建立良好信用紀錄，並順利取得包裝場廠房所有權，逐步達成其財務自主的目標。

## (二) 文化之家計畫

1. 貝里斯政府於本年 5 月正式啟動本計畫，後續應關注議題包括：
  - (1) 觀光部與市政府間之協調配合：本計畫涉及貝里斯市舊城區之硬體與軟體建設，仍有待觀光部與市政府就合作機制、預算執行等議題達成共識。
  - (2) 國家歷史保存法之立法進度：該法案有助於本計畫所修繕之建物得以依法妥善保存運用，亦設定為計畫撥款條件之一，倘貝國無提前舉行全國大選，觀光部預期可於年底前提送國會審查通過。
2. 貝方後續將就(1)執行機構全銜變更，以及(2)計畫成本項目重新分類，向本會提出修約申請，以符合實際作業及管理需求。
3. 經實地勘查發現，本計畫已有部分公共空間完成更新，對於當地市容及居民生活品質改善已有顯著影響，觀光部將加速辦理其他改善工程招標作業。

## 二、 建議

### (一) 木瓜小農計畫

#### 1. 對 OWPGG 逾期放款之後續處置

依據執行機構研判，由於 OWPGG 已解散，且擔保品業經拍賣，仍無法清償，故回收債權之可能性已不高。爰本案後續將依本會「逾期放款催收款及呆帳處理要點」送請稽核室查核後送董事會討論，以完成呆帳轉銷程序。

至於是否繼續向債務人追償，為求審慎周延，本會已透過 LICU 委任當地律師清查其資產，後續處置方式將依據律師報告研判是否具追索實益而決定。倘經查債務人確有資產可供處份，本會屆時將透過 LICU 代表本會委請律師將本案提送貝國高等法院提出訴訟，並再另案委託 LICU，隨時注意債務人動向依法訴追。

## 2. 因應農業生產活動特性，規劃配套措施

農業屬脆弱產業，貸款風險相對較高，本會日後倘配合相關機構辦理貸款時，除搭配農業技術輔導方案外，應可考量其他配套措施，例如：預留農產品之彈性(農民可改種其他園藝作物)，或遇病蟲害、天災時，農民可即時取得其他資金或緊急輔助措施，迅速投入復原、重啟農業生產循環，創造未來現金流入。

## 3. 本計畫結案報告應涵蓋社會影響

本會小農貸款計畫結合技術與資金，受益對象為脆弱小農，故帶有援贈(grant)性質，爰本計畫除以資金回收角度來衡量貸款成果，也應同時審視本計畫間接發展效益。

技術團參與期間，本會除輔導農民強化其田間管理技術如:病蟲害控制、肥料栽培管理等外，居中協調辦理食品安全訓練，提高外銷品品質，同時亦協助洽詢最適合該廠之包裝材料，為當地木瓜外銷產業鏈帶來正面影響；而融資資金之挹注，讓農民順利取得週轉資金繼續生產木瓜，也協助農民順利取得包裝廠所有權，維持當地就業機會，具促進鄉村發展、社會安全之效果。

## (二) 文化之家計畫

### 1. 持續追蹤計畫進展

本會將依據雙方共識持續追蹤重要議題，亦將督促貝國觀光部繳交計畫進度報告，以掌握本計畫推動時程。

### 2. 協助貝方尋求國內資源以建構該國生態博物館之技術能力

本會可先盤點目前可用資源，在不額外增加本會負擔前提下，盡可能提供必要之協助。對於貝方本次提出之生態博物館顧問技術諮詢，本會將視其提交之具體需求，協助洽詢貝國駐華大使以瞭解以中美洲經濟發展基金資源作為經費來源的可行性。

## 附件清單

- 附件 1、任務行程
- 附件 2、出貨明細-木瓜總出口箱數與收入表
- 附件 3、農部評估報告(稿)
- 附件 4、貝里斯木瓜小農計畫檢視清單
- 附件 5、銀行對帳單
- 附件 6、LICU 內部規定
- 附件 7、LICU 催收函
- 附件 8、LICU 通知債務人已處份其持有之 LICU 股權信函
- 附件 9、與貝國 C 律師洽談會議摘要
- 附件 10、委任律師合約稿
- 附件 11、與農部會談紀要
- 附件 12、貝里斯市商業中心更新計畫草案
- 附件 13、貝里斯國家歷史保存法草案
- 附件 14、LICU 本票樣本
- 附件 15、抽樣單據
- 附件 16、LICU 與借款人討論會議紀錄



## 附件 1、任務行程

日期/時間		活動內容
8 月 31 日 (一)	10:30	抵達機場
	15:00	拜會我駐貝國大使館
9 月 1 日(二)	09:00	自貝里斯市出發至 Orange Walk
	10:30	與 LICU 人員會談並檢查計畫文件(1)
	14:30	與借款人 OWPGG 農民會談
	16:30	與 LICU 人員會談並檢查計畫文件(2)
9 月 2 日(三)	09:00	自 Orange Walk 至 Corozal 與借款人 LBE 會談
	14:00	與 LICU 人員會談並檢查計畫文件(3)
9 月 3 日(四)	08:30	與 LICU 代理總經理會談，確認所需文件
	09:30	自 Orange Walk 返回貝里斯市
	11:00	向律師諮詢可能採取法律行動與初估費用
	15:00	赴駐館向大使報告工作成果
9 月 4 日(五)	上午	整理資料與撰寫報告
	15:00	與觀光部官員會談與現勘
9 月 5 日(六)	09:30	應觀光部建議，參觀貝里斯外銷展，了解當地文化及商品
	14:30	自貝里斯市至首都
	19:00	與農部 CAO 晚餐會議
9 月 6 日(日)	11:00	自首都赴機場
	13:24	搭機離開貝里斯

附件 2、出貨明細-木瓜總出口箱數與收入表

幣別:貝里斯幣									
時間	各農民組織出口箱數			每箱價格	包裝成本	扣除扣款每箱平均價格	每月銷售毛利	LBE/ R-LBE 淨利	OWPGG 淨利
	LBE/ R-LBE	OWPGG	Total						
Jan-13	4,346	1,054	5,400	17.67	12	2.73	95,418.00	11,864.58	2,877.42
Feb-13	4,776	1,704	6,480	15.47	12	3.47	100,245.60	16,572.72	5,406.24
Mar-13	5,418	2,142	7,560	18.55	12	6.55	140,238.00	35,487.90	12,554.95
Apr-13	6,578	2,062	8,640	19.97	12	7.97	172,540.80	52,426.66	20,247.45
May-13	7,052	508	7,560	22.28	12	10.28	168,436.80	72,494.56	4,389.12
Jun-13	9,720	0	9,720	19.7	12	7.7	191,484.00	74,844.00	0.00
Jul-13	7,113	447	7,560	19.33	12	7.33	146,134.80	52,138.29	2,650.71
Aug-13	9,198	402	9,600	19.09	12	7.09	183,264.00	65,213.82	3,449.16
Sep-13	9,600		9,600	15.25	12	3.25	146,400.00	31,200.00	
Oct-13	6,000		6,000	16.92	12	4.92	101,520.00	29,520.00	
Nov-13	8,400		8,400	16.81	12	4.81	141,204.00	40,404.00	
Dec-13	4,800		4,800	15.85	12	3.85	76,080.00	18,480.00	
Jan-14	4,800		4,800	17.53	12	5.53	84,144.00	26,544.00	
Feb-14	6,000		6,000	16.67	12	4.67	100,020.00	28,020.00	
Mar-14	3,600		3,600	20.71	12	8.71	74,556.00	31,356.00	
Apr-14	6,000		6,000	20.74	12	8.74	124,440.00	52,440.00	
May-14	13,200		13,200	17.68	12	5.68	233,376.00	74,976.00	
Jun-14	14,400		14,400	16.07	12	4.07	231,408.00	58,608.00	
Jul-14	14,400		14,400	16.63	12	4.13	239,472.00	59,472.00	
Aug-14	16,800		16,800	18.68	12	6.18	313,824.00	103,824.00	
Sep-14	12,000		12,000	15.41	12	2.91	184,920.00	34,920.00	
Oct-14	13,200		13,200	14.22	12	1.72	187,704.00	22,704.00	
Nov-14	9,600		9,600	14.28	12	1.78	137,088.00	17,088.00	
Dec-14	13,200		13,200	15	12	2.5	198,000.00	33,000.00	
Jan-15	13,200		13,200	14.9	12.25	2.65	196,680.00	34,980.00	
Feb-15	7,200		7,200	16.95	12.25	4.7	122,040.00	33,840.00	
Mar-15	4,800		4,800	19.31	12.25	7.06	92,688.00	33,888.00	
Apr-15	3,600		3,600	23.04	12.25	10.79	82,944.00	38,844.00	
May-15	4,800		4,800	25.12	12.25	12.87	120,576.00	61,776.00	
Jun-15	7,200		7,200	15.47	12.25	3.22	111,384.00	23,184.00	
Jul-15	10,800		10,800	15.38	12.25	3.13	166,104.00	33,804.00	
Aug-15	9,600		9,600	18.33	12.25	6.08	175,968.00	58,368.00	
32 個月	<b>271,401</b>	<b>8,319</b>	<b>279,720</b>				<b>4,840,302</b>	<b>1,362,283</b>	<b>51,575</b>

## 附件 3、農部評估報告

### ***LICU-ICDF Small Farm Holders Financing Scheme***

#### ***1. Name of Implementing Agency***

La Inmaculada Credit Union Limited (LICU)

#### ***2. Name and Title of Contact Person***

Yolanda L. Gomez, General Manager

#### ***3. Name of partners in the Project***

La Inmaculada Credit Union Limited (LICU)

Taiwan-International Cooperation Development Fund (ICDF)

#### ***4. Collaborating Agencies***

Ministry of Natural Resources and Agriculture (MNRA)

Belize Agriculture Health Authority (BAHA)

Little Belize Exporters Limited (LBE)

ROC-Taiwan Technical Mission in Belize

Orange Walk Papaya Farmers Group (OWPFG)

#### ***5. Name of project***

Small Farm Holders Financing Scheme – Papayas

#### ***6. Start Date of Implementation***

26<sup>th</sup> March 2012 (land preparation)

#### ***7. Country***

Belize Central America

#### ***8. Beneficiaries***

Small papaya growers of Northern Belize and Papaya Exporting Company

#### ***9. Description:***

On the 12<sup>th</sup> of September, 2013 Acting Chief Agriculture Officer (CAO) in the Ministry of Natural Resources and Agriculture (MNRA) requested that the Papaya Task Force meet to

discuss the way forward with the Small Farm Holder Financing Scheme financed by the International Cooperation and Development Fund (ICDF) through La Inmaculada Credit Union Limited (LICU), particularly as it regarded the papaya production and marketing component. This meeting was requested by the CAO in response to a correspondence addressed to LICU by Orange Walk Papaya Growers Group (OWPGG) and copied to the ROC-Taiwan Technical Mission, Miguel Cheng and ICDF in which some major concerns were expressed. The ROC-Taiwan Technical Mission provided details and a copy of the above-mentioned report to the CAO in the MNRA. The Papaya Task Force met on the 17<sup>th</sup> of September, 2013 at the Orange Walk Department of Agriculture conference room. Present for this meeting were the following persons:

1. Roberto Harrison – CAO
2. Belarmino Esquivel – Ag. Director of Extension
3. Yolanda L. Gomez – General Manager, LICU
4. Fernando Yeh – Chief of Mission, ROC – Taiwan Technical Mission
5. Albino Vargas – LICU
6. Miguel Cheng – OIRSA
7. Alberto Gutierrez – Agriculture Department
8. Augustus Gilharry – Agriculture Department
9. Sunny Hsu – ROC – Taiwan Technical Mission
10. Carlos Tzul – Agriculture Department
11. Celso Martinez – OWPGG
12. Wilbert Valencia – Little Belize Exporters (LBE)
13. Wilhelm Wien – LBE
14. Jacob Peters – LBE

After some two hours and a half of discussion of background information, the CAO appointed a committee to undertake an analysis of the situation and to offer recommendations on the way forward with the project.

### ***10. Members of the Committee***

- Belarmino Esquivel (MNRA)
- Alberto Gutierrez (MNRA)
- Albino Vargas (LICU)
- Fernando Yeh (ROC-Taiwan )

## ***11. Meetings***

On the 18<sup>th</sup> of September, 2013 the first meeting was conducted with Celso Martinez, Chairman of OWPGG at 8:30 am at the Orange Walk Agriculture Department.

On the 19<sup>th</sup> of September, 2013 the second meeting was carried out with, LBE at Little Belize Community, Corozal District.

On the 24<sup>th</sup> of September, 2013 the third meeting was carried out with Albino Vargas of LICU, Celso Martinez and Fernando Yeh of ROC-Taiwan Technical Mission.

On the 24<sup>th</sup> of September, 2013 Belarmino Esquivel, Alberto Gutierrez, Fernando Yeh and Celso Martinez conducted a visual papaya field damage assessment as a result of the excessive rains experienced on the 17<sup>th</sup> and 18<sup>th</sup> of September 2013. Mr. Esquivel requested the Department of Agriculture, Orange Walk, to conduct a detailed assessment and to report on the damages.

On the 25<sup>th</sup> of September, 2013 the Alberto Gutierrez and Franklin Padron, also of the Agriculture Department, Orange Walk, in the company of Celso Martinez, carried out a detailed assessment of the damages.

On the 27<sup>th</sup> of September 2013, Belarmino Esquivel, Alberto Gutierrez, Celso Martinez and Wilhelm Weins, representing LBE, conducted another meeting to get some clarification in regards to the marketing of green papayas as opposed to the agreed upon ripe papayas.

On the 27<sup>th</sup> of September, 2013, Belarmino Esquivel and Alberto Gutierrez met at the Orange Walk Agriculture Department to produce a draft report and recommendations after consultation with all stake holders directly or indirectly involved in the papaya project.

## ***12. Findings (in response to the concerns addressed by OWPGG):***

- 12.1 Technical Assistance: Reference to the concern made by OWPGG under Technical Assistance paragraph 1(a). It was found that they meant Ministry of Agriculture and not the Department of Agriculture. The Orange Walk Agriculture Department was active until December of 2012. Alberto Gutierrez, Extension Officer, stationed in Orange Walk, was providing technical guidance to the project. In August 2012 a letter was addressed to the CAO of the Ministry of Agriculture via E-mail requesting assistance (email sent to CAO) for improved access to the feeder road via the dumping of road fill material, additional crates, mist blowers and the drilling of one (1) industrial well; upon receiving no response, they hand-delivered a copy of the same letter later that same month. For reference the letter is attached to this report.

- 12.2 Technical Assistance. Reference to Technical Assistance paragraph two 1(b) The **Memorandum of Understanding** was prepared but never signed. Our findings revealed **that in January, 2012** a Papaya Task Force meeting was held and it was agreed that the MOU would be sign on February, 2012 when the following meeting was too be held. This signing never materialized because on February 7<sup>th</sup> 2012 the country went to National Elections and a new Minister of Agriculture was appointed under a totally reconfigured Ministry of Natural Resources and Agriculture.
- 12.3 Technical Assistance. Reference to Technical Assistance Paragraph three 1(c). From our meeting held with Celso Martinez, he informed the committee that Miguel Cheng was very much engaged in the project implementation until October of 2012. Thereafter, communication was limited to calls requesting production and harvest data. Miguel had agreed with Celso to send a technical expert to train the farmers in papaya diseases caused by viruses. This was never followed up.
- 12.4 **Marketing.** Reference to Marketing: Our findings revealed that Wilbert Valencia stated clearly at the last Papaya Task Force meeting held on the 17<sup>th</sup> of September, 2013 that he had passed the market information to LBE but that they, in turn, did not share the information to the papaya group. The flow of information was strictly between the Broker and LBE and not to the papaya group; however it must be noted that Valencia has always identified himself as LBE or as working for LBE. The papaya group informed us that they provided an e-mail to the broker to facilitate the timely flow of market information; however no information was ever received. According to Celso this happened in February 2013. (minutes task force meeting)
- 12.5 **Marketing.** Reference to Marketing: Our findings revealed that the OWPGG was ready to harvest physiologically mature papayas in January 2013 but, to their surprise, when they contacted LBE they were informed that LBE was no longer in a position to export mature/ripe papayas but rather green fruit. This placed the OWPGG at a great disadvantage since most of the initial production was at a mature stage. They managed to harvest a total of 2,800 dozens of ripe

papayas and generated a total income of **BZ\$12, 000.00**; an additional, 5,400 dozens; however, had to be discarded. Total estimated loss was (calculated on local market price of \$4.28/dozen BZ\$23,112. 00. Calculating this loss at export quality prices translates to having foregone some **BZ\$54,666.00**.

**12.6 Financing: Reference to #3 Financing:** At the Papaya Task Force meeting of August 4, 2011 LICU raised the concern that the +OWPGG had limited collateral to back up the loan and if LICU would follow strict banking procedures the group would not qualify for the loan. The representative for the Taiwanese Mission expressed that he was confident that this matter was being addressed in order to allow participation by OWPGG. An e-mail communication from Miguel to LICU on October 27, 2011 confirmed that the loan recommendation for the OWPGG would be approved under the terms and conditions set out in the loan appraisal narrative and analysis. After the loan funds had been approved, the committee concluded, all disbursement of funds by LICU was done in a timely and expeditious manner as requested by the OWPGG.

12.7 Field Factors. Reference to Field Factors 4(a): The first industrial well was 70 feet deep and 8 inches in diameter; however it had a low recharge rate. They used it for the first 20 minutes to irrigate and thereafter they had to wait for 15 minutes to replenish again. This situation caused some level of water stress to the papaya plants at the flowering stage a very critical stage where water is mostly needed. It was calculated that at least 8 fruits/plant failed to set as a result of water stress. This resulted in a loss of **BZ\$30,220.00**. Our investigations revealed that farmers indeed drilled another well 100 feet deep and 8 inches of diameter; however the water was saline and unfit for papaya production as plants do not tolerate high levels of salinity. Farmers had no other alternative but to excavate a water pond to provide water to the plants. This excavation was carried out of their own financial resources.

**12.8 Field factors 4 (b).** In regards to problems with disease, the committee requested BAHA (Plant Health Department) to conduct a diagnosis of the situation. Attached is the report. **(report from BAHA)**

**12.9 Field Factors.** In regards to Field factors 4 (C). On the 14 and 15 of July 2013 the Tropical Depression #2 (TD#2) caused significant damages to the papaya field causing plants to break, fall and as a result great losses to that effect.

**12.10** The total loss was estimated at 1,100 plants completely destroyed. It was estimated that the loss was in the range of at least 4 exportable boxes per plant of papaya. This loss was estimated at BZ\$22,000.00. Based on the Crop Valuation list of the MNRA of February 2008; for every mature bearing papaya plant destroyed, it is estimated that there is a loss of BZ\$20.72. Farmer's total damage amounted to **\$BZ22, 792.00. (Valuation list 2088 MNRA)**

12.11 During the month of September 2013 the northern Districts experienced excessively above-normal rainfall. (Attached is the report of the rainfall from Tower Hill). This resulted in the chemical spraying program for pests and diseases to be suspended. The access road to the papaya field also became impassable. This exacerbated the situation into a much bigger problem with diseases as fruits could not be harvested. The damage assessment conducted (attach damage assessment) by the Agriculture Department Orange Walk on the 25<sup>th</sup> of September 2013 states that a total of 674 papaya plants (at 2 boxes/plant loss) were completely destroyed and 1,433 plants (at 2 boxes/plant loss) were severely diseased. This resulted in an economic loss of \$BZ 6,740.00 and BZ\$14,330.00, respectively. This amounts to a loss of **BZ\$21,070.00**

12.12 There are also some 3,500 papaya plants that are still in the productive stage. Each plant has, on average, 12 fruits of which 80% can no longer be harvested for export due to its advance state of maturity as result of suspended harvesting due to lack of access after the rains. This loss is estimated at some 3,733 exportable boxes which translates to another **BZ\$18,665.00.**

**Recommendations:**



- 1.) Due to the fact that most of the tragic events were beyond the farmers' control we recommend that the loan be write off.
- 2.) That loan repayment and interest accumulation should cease immediately.
- 3.) That no further equipment or working capital investment be made from LICU to the Project as this will worsen the situation for LICU, ICDF and farmers.
- 4.) We recommend that all equipment under this project be handed over immediately to LICU as this is the ONLY collateral used for the loan.
- 5.) That a District Development Committee be instituted at the district level among key stakeholders to monitor the implementation and evaluate the results of any related agriculture development project.
- 6.) The Department of Agriculture should be committed to any agriculture related project particularly when a project is tied to a loan.
- 7.) The establishment of another six acres of papaya is not a viable option as the outstanding loan balance for such a small enterprise stands at some \$151,000.00 and there will still be the need for working capital to be invested in the production of these 6 acres. Additionally, there is no indication that the existing marketing environment is likely to improve.

附件 4、依據委託管理合約檢視執行機構管理計畫之檢核表

項次	內容	委託管理合約條款	檢查結果
1	資金轉貸是否符合規範 (營運資金總額不超過 130,000 美元，設備投資不超過 100,000 美元)	2.2	<u>符合規範。</u> 1. 當初合約條文並未敘明資金循環使用後，總核貸金額超過計畫金額 230,000 美元時，各分項之上限如何計算，合先述明。 2. 設備投資總撥款金額為 200,000 貝幣 (100,000 美元)，符合規範。 3. 營運資金部分，本會曾於 2013/4/12 同意暫時提高核貸額度至 265,800 貝幣(至 2013/4/30)。 4. 核貸及實際撥款金額如附錄 A。 ☆ 建議:小農貸款的資金屬循環使用 (revolving)性質，倘以後類似計畫欲設立分項資金分配上限，合約條文應說明當計畫資金已進入循環使用階段後，轉貸機構應遵循之核貸原則。
2	在 LICU 最終核定同意前，是否有通過技術團的審核?	2.3	<u>符合規範。</u> 透過會議或 email 討論。
3	轉貸作業程序是否符合 LICU 作業程序及當地的 banking practice	2.3	<u>符合規範。</u> 5. 執行機構曾就借款人擔保提出討論，考量該借款人已具足夠之技術能力及本計畫目標客戶小農的財務能力水平，故同意核貸。 6. 執行機構曾為配合借款人耕種時機，先以自有資金提供小額的架接貸款(bridge loan)，待申請案件審核完成後，方以本計畫資金撥付予借款人。
4	符合小農貸款架構之貸款餘額不得超出計畫帳戶資金	2.4	<u>符合規範。</u>
5	計畫帳戶(貝里斯銀行，640-2-2-260317)資金是否專用於本計畫? 使用程序是否	payments 4.4; 4.5	<u>部分符合規範。</u> 1. 計畫帳戶為駐團與執行機構共管之帳戶，考量實務上計畫資金流特性(如下)，

	符合規範?(現金存在哪裡?)		<p>故執行機構另開立帳戶保管，但專款專用原則不變。</p> <ul style="list-style-type: none"> <li>● 依照原規劃，當資金流出計畫帳戶時，執行機構均須將支票寄給技術團簽署後，再寄回執行機構，執行機構方能自計畫帳戶取款再撥款予小農，此一作業程序監管立意良好但影響撥款效率。</li> <li>● 本計畫項目包括營運資金及設備投資2類，其中營運資金使用的特性為：小額、頻繁、須及時，故前述作業方式造成執行機構執行困擾。故於同一銀行另開立活期儲蓄 (cooperation saving account) 專戶，可同時提高貸款撥款效率及為貸放資金之利息收入。(註：本計畫帳戶屬活期帳戶 (current account)，銀行不支付利息)</li> <li>● 執行機構管理階層基於良善管理本計畫資金，活儲帳戶餘額超過200,000 貝幣時，則轉存短期定存(如有撥款資金需求可機動性調度)，增加計畫帳戶可用資金。</li> </ul> <p>2. 銀行帳戶資料如附件 5。</p> <p>◇ 建議：由本會另指派人員簽署文件，以關閉該計畫帳戶，使執行機構得以將計畫餘款匯回本會。</p>
6	LICU 與小農簽約時，是否有通知借款人將收款(本金及部分利息)之權利移轉給國合會?	4.6	<p><b>不符合規範。</b></p> <p>執行機構解釋：因貸款合約為 LICU 與借款人之間的合約，當時認為借款人均已被告知資金提供者為國合會，且貸款資金流出、流入均以固定帳戶操作，故並無特別在合約上另外註明。</p>
7	回收之本息是否存回計畫專戶?	4.7	<p><b>部分符合規範。</b></p> <p>如前項說明，本息均回固定帳戶，但該帳戶非原開立之計畫專戶。</p>
8	有哪些 Financing Document (loan, loan agreement, security documents and	covenants 6.1	<p>N/A</p> <p>雙方沒有協議文件格式，LICU 已另提供該行所使用之樣品供參。(本票如附件 14)</p>

	others)?		
9	追償或解除借款人債務時，會先詢問國合會之意見	6.2	<u>符合規範。</u>
10	維持完整、獨立之帳戶資訊 (抽查文件：撥還款)	6.3	<u>符合規範。</u> 有完整的個案文件清單，抽查3筆均符合。(單據照片如附件 15)
11	每月提供計畫帳戶資訊 (statement of accounts, D1 to D4)	6.3	<u>部分符合規範。</u> 據執行機構員工表示，由於本會要求之計畫帳戶資訊屬於該機構定期提供貝里斯央行貸款資料之一部分，為求慎重，均由總經理統籌辦理，故推測可能因為總經理太忙導致偶而未能如期提供。(註：因 LICU 董事會主動向央行提請內部調查，故該總經理自 2015/4/29 起停職，以利外部稽核辦理調查作業)
12	協助小農準備貸款申請文件	6.5	<u>符合規範。</u>
13	每月訪視借款戶了解營運及財務	6.5	<u>符合規範。</u> 無書面證明。因依據執行機構並無規定，定期訪視借款人需留下工作日誌，僅於重要議題討論時，則會留下紀錄(如附件 16)
14	LICU 應因應國合會要求，提供 financing document.	Information 8	N/A
15	貸款撥、還款時，應分別書面通知借款人、技術團	Schedule I 5(3)	<u>符合規範。</u> 1. 依照執行機構規定，須依據借款人之請款信函方能動撥，故並未另外通知借款人。還款則屬借款人主動還款，故亦毋須另外通知借款人。 2. 由於本計畫撥還款均屬小額交易且交易次數頻繁，故未逐筆通知駐團。但在每月月報中，均已記載撥還款日期與金額。
16	指派據管理及財務背景之資深行員指導借款人，並派 field officer 每月定期訪視借款人；2 者應確認借款人可準時回款	5(5)	<u>部分符合規範。</u> 執行機構指派專人負責本計畫，提供借款人建議並定期訪視借款人，以確認借款人依照原定計畫生產、運送、販賣木瓜。
17	安排借款人、LBE、LICU 簽訂還款合約	5(7)	<u>不符合規範。</u> 原規劃透過簽訂多方 MOU 的方式規範三方之責任義務，惟因政府改選，新任農部官員

			遲遲不願簽屬該文件，故執行機構以當地慣用之處理方式:口頭約定、密集追蹤，強化還款機制。
18	半年報、結案報告	5(8)	<u>符合規範。</u> 本年上半年半年報將會盡速提供、結案報告預估可於 2015 年 9 月底前提供。
19	LICU 採取任何清償、訴訟等必須產生之費用，必須自計畫帳戶中扣除時，已事先獲得國合會同意?	3.2	<u>符合規範。</u>
20	LICU 向借款人收取利息或逾期息等是否存入計畫帳戶?	3.3	<u>部分符合規範。</u> 同前項說明，本息均回固定帳戶，但該帳戶非原開立之計畫專戶。
21	計畫前 4 年的貸款回收率是否超過 95%，如果有，第 5 年的利息收入可減半付給國合會	3.4	N/A
22	逾期款追償金額扣除本利、追償成本後，倘有餘款，應付給 LICU	3.5	N/A

附錄 A、貝里斯木瓜外銷小農貸款計畫資金分配表

單位:美元

項次	借款人	核貸日期	核貸金額	實際撥款		實際撥款小計
				設備投資	營運資金	
1	Little Belize Exporter( LBE)	2011/3/25	104,500.00	--	69,666.66	69,666.66
2	Orange Walk Papaya Growers Group (OWPGG)	2011/11/11	95,989.00	24,750.00	68,297.03	93,047.03
3	R-LBE	2012/3/19	102,500.00	75,250.00	27,250.00	102,500.00
4	R-LBE	2012/5/24	52,379.73	--	52,379.73	52,379.73
總計			355,368.73	100,000.00	217,593.42	317,593.42
與期初預估值比較			155%	100%	189%	138%

附件 5、銀行對帳單

The Belize Bank Ltd.

<https://online.belizebank.com/PrintTXN.jhtml>



Transactions List						
Name	Account	Balance	Overdraft Limits	Hold	Available Balance	Unclear Effects
LA INMACULADA CREDIT	640-2-2-260317	11,336.42	0.00		11,336.42	0.00
Date	Transaction Description	Reference	Debit	Credit	Balance	
30/04/15	122-Cr Interest Regular		0	138.98	11,336.42	

The Belize Bank Ltd.

<https://online.belizebank.com/PrintTXN.jhtml>



Transactions List						
Name	Account	Balance	Overdraft Limits	Hold	Available Balance	Unclear Effects
LA INMACULADA CREDIT	640-1-1-15274	398,437.61	0.00	0.00	398,437.61	0.00
Date	Transaction Description	Reference	Debit	Credit	Balance	
02/09/15	103-Ck Deposit BBL	1	0	140,000.00	398,437.61	

LA IMMACULADA CREDIT UNION LTD.  
 #5 PARK STREET  
 ORANGE WALK TOWN  
 Emortelle v9.10  
 011501322-2358  
 Run Date: 2015/09/03  
 125-651-win/051  
 2015/09/02

Snapshot from 2014/0  
 USERID017@08:26:39

TRAN. DATE	TRANNO-SEQ	S ACCOUNT	BRACOM	CHEQUE	VOUCHER	MEMBER'S NAME	DR. VALUE	CR. VALUE	BALANCE	T TR. E
*** Consolidat										
BALANCE T TR. E										
SOA: 1110-07		LICU PAPA YA PROJECT								
2014/05/05	BN4057-000	G 1100-01	HO@				14,518.84		82,610.45	97,129.29 N papay
2014/06/04	BO7719-000	G 1100-01	HO@				14,366.94		111,496.23 N papay	11,496.23 N trans
2014/06/19	BP4229-000	G 1110-03	HO@					100,000.00		
c/a to LICU c/a										
2014/07/02	BQ1466-000	G 1100-01	HO@				14,279.61		25,775.84 N PAPA Y	31,559.24 N PAPA Y
2014/07/18	BQ8993-000	G 1100-01	HO@				5,783.40		39,059.24 N Papay	53,235.18 N Papay
2014/07/25	BR2591-000	G 1100-01	HO@				7,500.00		53,567.35 N int.	
2014/07/30	BR4426-000	G 1100-01	HO@				14,175.94			
2014/07/31	BS0950-000	G 4100-32	HO@				332.17			
Project										
2014/08/29	BT0749-000	G 1100-01	HO@				14,125.40		67,692.75 N papay	70,399.62 N papay
2014/09/18	BT9617-000	G 1100-01	HO@				2,706.87		170,399.62 N to re	
2014/09/30	BU5036-000	G 1110-03	HO@				100,000.00			
was transferred on 19/6/1										
2014/09/30	BU5496-000	G 1100-01	HO@				14,060.04		184,459.66 N papay	184,795.52 N Int.
2014/09/30	BV2515-000	G 4100-32	HO@				335.86			
Linked deposit										
2014/10/29	BV8034-000	G 1100-01	HO@				2,500.00		187,295.52 N papay	201,217.93 N papay
2014/10/31	EM0333-000	G 1100-01	HO@				13,922.41		214,979.21 N papay	228,683.82 N papay
2014/11/28	EX5197-000	G 1100-01	HO@				13,761.28		28,683.82 N trans	
2014/12/30	EZ2871-000	G 1100-01	HO@				13,704.61			
2014/12/31	BZ3139-000	G 1110-03	HO@					200,000.00		
c/a to c/a										
2014/12/31	BZ6749-000	G 4100-32	HO@				335.86		29,019.68 N int e	
Tb dep for Dec.14										
2015/01/30	BA8357-000	G 1100-01	HO@				13,611.52		42,631.20 N papay	49,247.89 N Papay
2015/02/27	BC2791-000	G 1100-01	HO@				6,616.69		249,247.89 N trans	
2015/03/19	BD4179-000	G 1110-03	HO@				200,000.00			
papaya c/a										
2015/03/30	BD9060-000	G 1100-01	HO@				9,189.72		258,437.61 N papay	



2015/09/02 Bn4107-000 C 1110-03 HO# 00027635 00027635 140,000.00 300,000.00 398,437.61 N LICD/I  
 EOM: 1110-07 Sub Totals 619,827.16 398,437.61

## 附件 6、LICU 內部規定

### LA INMACULADA CREDIT UNION LTD'S LOAN POLICY

#### **1. INTERPRETATION**

In this document the following words shall have the following meanings:

“Act” shall mean the Credit Unions Act 2007 of Belize as amended from time to time;

“By-laws” shall mean the By-Laws of LICU as amended from time to time;

“Credit Committee” shall mean the Credit Committee of LICU as constituted from time to time pursuant to the Act and the By-Laws;

“Management Credit Committee” shall mean a committee comprised of the General Manager or Operations Manager, Credit Manager, Credit Advisors, Microfinance Field Officers, and Loans Monitoring Officers.

“LICU” shall mean La Inmaculada Credit Union Limited;

“Loan Policy” shall mean LICU’s Loan Policy as amended from time to time by the Board of Directors and shall include all Schedule or attachments thereto;

“Member” shall mean any person, including a body corporate, who is a shareholder of LICU;

“Officer” shall mean a member of the Board of Directors, the Credit Committee or the Supervisory Committee or any other committee that may be established from time to time pursuant to the By-laws;

“Employee” shall mean any person who works for LICU either for a wage or salary;

“Credit Advisor” shall mean LICU’s Loans Officer.

“Microfinance Field Officer” shall mean LICU’s Micro Loans Officer.

#### **2. OBJECTIVE**

The purpose is to provide general direction, control and guidance for the proper administration of the LICU’s loans portfolio.

The objectives of the Loan Policy are to ensure:

- A. That members receive maximum quality personalized service;
- B. That members’ savings and deposits are adequately protected;
- C. That LICU’s investment in members’ loans are of high quality and that returns on investment are relative to the risk undertaken;
- D. That loan arrears are maintained at a minimal rate.

#### **3. GENERAL POLICY**

It shall be the policy of LICU to grant loans for provident and productive purposes, to eligible members of LICU, based primarily on the 6 c's of credit with particular focus/emphasis on **capacity to repay, constancy**, character, conditions, capital, and collateral in order of importance and in accordance with the Act and the By-laws. No applicant shall be discriminated because of gender, race, creed, color, sex, religion, or political affiliation.

**4. AUTHORIZATION OF LOANS**

- A. The Credit Committee is charged with the general supervision of LICU's loan portfolio and the responsibility of endorsing loans to members in accordance with the Loan Policy.
- B. Under Article VIII Section 8(a) of the By-laws, a Credit Advisor and Microfinance Field Officer, under the delegated authority/supervision of the General Manager, has the authority to grant loans for subsequent endorsement by the Credit Committee. The Credit Committee may request from the General Manager any information relevant to a loan. The Credit Committee and/or General Manager are responsible to report any discrepancy to the Board of Directors.
- C. A loan to be tabled for approval by Board of Directors shall also be reviewed by the Management Credit Committee.
- D. The maximum loan amount authorized by the General Manager is \$100,000.00. A loan above \$100,000.00 shall be reviewed and approved by the Board of Directors.
- E. The maximum loan amounts are authorized as per table below provided that all loan requirements, analysis, and conditions have been met

Can be illustrated as follows:

TITLE	MAXIMUM DELEGATION
General Manager/Operations Manager	\$100,000.00
Credit Manager	\$50,000.00
Credit Advisor	\$25,000.00
Microfinance Field Officer	\$15,000.00

F: In the absence of the General Manager or the Credit Manager, the Operations Manager is authorized to approve loans up to the respective level of authorization as illustrated above..

**5. LOANS**

- A. Loans shall be issued, when adequate, for the following reasons:
  - (i) Commercial

- a. Business
- b. Agriculture
- (ii) Housing
- (iii) Consumer
  - a. Debt Consolidation
  - b. Vehicle Purchase
- c. Personal
- (iv) Education
- (v) Medical/Funeral
- (vi) Micro Business
  - a. Individual
  - b. Group Lending

B. Loans shall be repaid within the least possible time without undue strain to the member, and SHALL BE CLEARLY related to his/her income and ability to repay. The maximum amount that can be granted for each type of loan and its respective repayment time period is as follows:

		(i) Commercial	
\$200,000.00			a.
Working Capital	maximum of 5 years		
	b. Infrastructure	maximum of 10 years	
		(ii) Housing	
\$200,000.00	maximum of 25 years		
		(iii) Consumer	
	a. Debt Consolidation	\$100,000.00	maximum of 10 years
	b. Vehicle Purchase	\$65,000.00	maximum of 5 years; however the term may not exceed the term remaining under which the vehicle can be insured comprehensively.
	(iv) Education	\$60,000.00	maximum
	of 8		years with grace period to be the study period but not to exceed five years; thereafter principal and interest shall be
paid jointly.			
years	(v) Individual Micro Business	\$15,000.00	maximum of 3

## 6. INTEREST RATE

The interest rate (s) may be established according to the competition, the risk that a loan represents and the collateral (s), but may also be established by using the "pricing" methodology. At the time of determining the interest rate (s), LICU shall ensure to obtain a sufficient beneficiary margin to absorb all the expenses and generate profit.

## **7. SECURITY FOR LOANS**

A security is not a substitute to capacity to repay but a complement.

- A. The primary collateral held for all loans is shares A loan may be additionally secured by one or more of the following:
- (i) Member's savings "blocked savings"
  - (ii) Members' Fixed Deposit
  - (iii) Bill(s) of sale/certificate title(s)
  - (iv) Life Insurance Policy (ies)
  - (v) Comprehensive Insurance Policy
  - (vi) Home Insurance Policy
  - (vii) Land titles
  - (viii) Government Guaranteed Securities
  - (ix) Debentures
  - (x) Mortgages
  - (xi) Guarantors
  - (xii) Salary Assignment/Employer's Guarantee
  - (xiii) Production/Sugar Cane Proceed Assignments

B. Co-maker (s) and guarantor (s) are assessed as the main borrower. A loan application is completed and the whole credit process is executed to ensure that the loan will be fully repaid. The co-maker (s) and guarantor (s) have the same responsibility as the borrower. The loan agreement shall be signed by the maker as well as by the co-maker (s) and guarantor (s).

## **8. LOAN PROCESSING PROCEDURES**

Loan processing procedures must be in accordance with the Credit Union Act as well as LICU's By-Laws and its Loan Policy.

- A. A member can request a loan once joining LICU and capacity to repay has been proven.
- B. A member may be required to have shares investment of at least 10% of the total loan request. However for special loan programs different shares investments may be required for practicality..
- C. Depending on the loan exposure, additional security (ies) as set out in Clause 7 of the Loan Policy shall be required.
- D. A member may be required to bring either a letter of employment, a pay slip note, a statement of affairs from a credible source, or any source of proof of income, whichever is applicable, at the point of the loan interview. An updated statement of income may be required after a year time frame has elapsed.
- E. A loan may require an appointment which shall be scheduled at the earliest possible date available except for urgent cases and/or emergencies such as medical or funeral.
- F. A Credit Advisor can execute qualifying loans to a maximum of \$25,000.00.
- G. A loan fully secured by the member's savings, despite of its amount, can be executed by a Credit Advisor with the approval of the General Manager or the Operations Manager.

H. A loan above \$30,000.00 should be reviewed by the Management's Credit Committee.

I. A loan to be tabled for approval by the Board of Directors shall also be reviewed by the Management's Credit Committee.

J. An approved loan, once not taken, is null and void after three months from the date of approval.

K. Exception to J, loans for educational purposes wherein disbursements are scheduled prior to the beginning of each semester/term during the course of studies, can run up to four years.

### REGULAR LOANS

A. A member's residual budget (all sources of income less all expenses including loan commitments and the new loan installment) shall be at least 25% of the total income for a member to be considered to have capacity to repay.

### MICRO-LOANS

A. Micro-loans are defined as small business loans that satisfy three conditions:

1. Income Generating
2. Self Liquidating
3. Non-collateral based

The capacity to repay is calculated from the net income on a monthly basis:

a. Business Assessment

- (i) Business profit
- (ii) Less Business expenditures
- (iii) Equals Business net profits

b. Capacity to repay

- (i) Business net profit
- (ii) Plus personal net income
- (iii) Less personal expense
- (iv) Less new installment
- (v) Equal residual budget that must be 25% or more of

total  
income(business net profit plus net personal income)

B. All micro-loans (individual or group) shall be partly secured by 15% of the amount in blocked savings.

C. All members under micro-loans shall commit to save 10% of the loan during the lifetime of the loan.

## 9. LOANS SECURED BY A CHARGE

A. A member shall submit to LICU the original land document pledged as security.

- B. A member shall also submit to LICU an updated tax/rent statement of the security pledged.
- C. A title search shall be executed to certify that the security pledged is free from any encumbrances.
- D. A Lease Land document requires a permission to mortgage from the Lands Department.
- E. A site visit to the locality shall be conducted to assess its market value.
- F. Consequent to the site visit, a proposal report shall be prepared. This shall include:
  - (i) An evaluation report on the property/lease outlining its market value
  - (ii) Member's monthly income
  - (iii) Member's current shares balance, savings/loans record, current loan balance if any
  - (iv) Justification for approval of requested loan

## 10. HOUSING LOANS

- (i) A member shall submit to LICU a cost estimate and floor plan outlining the specific measurement of the dwelling to be constructed..
- (ii) The Credit Advisor must ensure that the construction is executed in accordance to the plan provided, conduct follow-up site inspections, and prepare appraisal reports for the General/Operations Manager recommending further disbursements. The report shall include an assessment of the stage completed and an up to date report of the dollar value already invested. Members must provide receipts for verification.
- (iii) Upon the completion of the construction, a final evaluation report shall be prepared by the Credit Advisor to assess the structure's market value for insurance purposes.
- (iv) Insurance
  - (a) A loan above \$40,000.00 which is secured by a charge shall require the implementation of a mortgage cancellation policy or assignment of life insurance until the loan reduces to \$40,000.00.
  - (b) A loan secured by a charge on a Property/Lease which contains a building structure shall also require the implementation of a building insurance throughout the life time of the loan.

## 11. BUSINESS LOANS

- A. A member shall submit to LICU a business plan outlining the type of business, target market, projected investment, as well as projected income.
- B. The Credit Advisor shall prepare an in-depth analysis report outlining the project proposal and its viability for revision and approval by the Management's Credit Committee for consequent approval of the Credit Committee and/or the Board of Directors.

**12. COMPOSITION OF LOAN PORTFOLIO**

LICU is cognizant that delinquency tends to be prevalent in consumer loans; as part of its determination in addressing such trend, it is intentionally focusing in encouraging loans in the productive sector amongst our membership to ultimately achieve the illustrated below:

A. Loans by sector			
(i)	Commercial		45%
a.	Business	20%	
b.	Agriculture	25%	
(ii)	Housing		20%
(iii)	Consumer		20%
	a.	Debt Consolidation	10%
	b.	Vehicle Purchase	5%
	c.	Personal	5%
(iv)	Education		10%
(v)	Medical/Funeral		5%

B. Repayment Time Period

- (i) Short term loans: 1 year or less 60% of portfolio
- (ii) Medium term loans: More than 1 year to 5 years 25% of portfolio
- (iii) Long term loans: More than 5 years to 20 years 15% of portfolio

**13. DELINQUENT LOANS**

- The loan portfolio shall be monitored on a daily basis by the loans monitoring officer (s) as well as by the credit advisor (s).
- Each credit advisor shall monitor on a daily basis his/her assigned portfolio of loans granted within six months to control loan delinquency.
- A loan becomes delinquent when a member fails to pay his/her loan when it is due or fails to meet the loan agreement terms.
- A loan is considered delinquent after five working days grace period has expired and monthly required payment is overdue.
- Steps taken to address delinquent accounts thereafter are as follows:

**DAY 6:**

- Call the member to notify the delay. Discuss to know the reason of the delay, how the member will pay the arrears and when he will do it. A contact form shall be filled and placed in the member's personal file. The contact form shall outline the member's personal data, all pertinent factors of the loan, and the date at which point the loan shall be updated. A memo shall also be attached in the member's ledger account

**DAY 15:**

First letter given to the member/borrower signed by the Loans Monitoring Officer.

**DAY 30:**



- Second letter given to the member/borrower and to the co-maker/guarantor(s) signed by the Manager of the Credit Department.

**DAY 45:**

- Prior to the delivering of the written demand notice for full payment, the Manager of the Credit Department shall communicate personally with the borrower, and co-maker/s if any.

**DAY 50:**

- Final letter given to the member/borrower signed by the General Manager
- If no response is obtained, the member’s loan shall be cleared with all committed shares. A member whose savings as well as those of the co-maker has been fully used for the delinquent loan and a balance is still outstanding, a letter “notice prior to court” signed by the General Manager, shall be personally delivered to the member. The member shall have two weeks to make arrangements to repay all outstanding balances. The member will be given a short term repayment plan.
- Loans which are secured by real estate, a written demand notice for full payment signed by the General Manager shall be personally delivered to the member.
  - Legal action shall be taken at the Magistrates Court for delinquent loans within \$15,000.00, immediately, following the aforementioned procedures.
  - Legal action shall be taken at the Supreme Court for delinquent loans above \$15,000.00, following the aforementioned procedures.
  - Members who are unable to meet their commitment shall immediately contact LICU’s office for new arrangements.
  - Rescheduling of loan shall be made only when sufficient and satisfactory evidence is presented to convince LICU of the serious intention of the member that indeed the member is unable to meet his/her original commitment, and the member has consistently honoured their newly reduced commitment for at least three months. Co-maker (s) or guarantor (s), if any, shall also be notified of the loan’s adjustment. Such rescheduling shall be entered in Emortelle by a Senior Staff as delegated by the General Manager.
  - Restructuring shall be allowed a maximum of two times throughout the life of the loan and shall be evaluated and approved by the Management Credit Committee on a case by case basis. Such restructuring shall be entered in Emortelle by a Senior Staff as delegated by the General Manager.

**COURT ACTION PROCEDURE**

Where a member has failed to make payment and all loan recovery measures as per above have been exhausted internally, LICU will seek the assistance of the Magistrates Court in an effort to recover all outstanding monies. All sums of money up to a total of \$15,000 Belize dollars may be recovered using the intervention of the said court.

The General Manager will give the approval in writing of all cases that will be tried at the Magistrates Court. Interest accrual will stop on the date the court approval is granted. A civil suit will be drafted internally, this form is to include the members name, address, occupation, principal loan balance, interest balance, collection fee, court fee and service fee, Collection fee is calculated at 10% of the outstanding principal balance. This civil suit will be paid at the Clerk of Court who will then inform LICU as to the date of hearing. The Clerk of Court will also indicate a date when the summons can be picked up and delivered. LICU does provide its own transportation for the delivery of this summons. The summons has to be delivered at least three days prior to the court hearing as failure to do so will render the summons void.

On the date of the hearing LICU’s representative has to be present at the court room no later than 9:00 am. When the case is being heard, LICU’s representative needs to be ready to respond to any question relating to the respective account. The member will be given the

opportunity to inform how he/she will make payments. Payments accepted need to be realistic but as best as possible LICU must negotiate that the total claim is paid within the shortest time possible.

The Magistrate needs to approve the new conditions and will inform the member that failure to pay will cause the court to distress or commit them. All payments for a loan for which judgment has been passed at the court will need to be paid to the clerk of court who will then remit payment to LICU.

If the member fails to make two consecutive payments via the court, LICU will proceed with a distress warrant. A fee of \$5.50 is paid to the court for the drafting of this document. The court will then inform LICU when such warrant is ready for execution. The distress warrant provides the authority to LICU via a police constable to seize any asset that the member may have except for tools of trade, bedding and clothing apparel, and twenty five dollars. The assets seized will be taken to the magistrate's court where they will be properly labeled and set for auction within fifteen days.

If on the day when the distress was executed the member does not have any items to distress, a judgment summons will be issued to the member. This judgment summons will summons the member to court once again at which time he/she will need to explain to the court the reasons for nonpayment. The member will be given one final opportunity to repay the debt.

If the member has been served with a judgment summons and fails to comply with his or her loan payment, LICU must apply for a committal warrant. Once the necessary fee of \$5.50 has been paid, the clerk of court will issue a date when the distress warrant can be picked up for execution. Upon receipt of such warrant LICU will proceed to obtain the assistance of a police constable for its execution. The member will be picked up at his place of abode and remanded to prison for a period not exceeding two weeks. If during this time the member makes full payment to the court, he/she will be released. When a member is committed, LICU must at all times keep in contact with the court to be informed of the progression of the payments. After being committed for two weeks, the member is still liable for repayment of his or her loan balance. LICU will proceed with committal procedure as it deems necessary until loan is fully repaid.

## **FORECLOSURE PROCEDURE**

A loan which is secured with real estate and where a legal charge or mortgage has been registered will follow the following procedure.

A demand letter requiring full payment of all principal balance interest and any other fees will be hand delivered to the member and co-maker/guarantor if any. This letter will give the member and co-maker/guarantor a total of two months from the date of the letter to make full payment. If after the two months allotted the member has not met the full payment, LICU will proceed to publish the property or properties held as security. Prior to publication, the member and co-maker/guarantor will be served with a letter informing them of LICU's intention to publish. This letter must indicate to the member that all costs incurred by the foreclosure procedure will be borne by them. It must also include the legal clause informing the member and guarantor that interest will continue to accrue during the foreclosure procedure.

LICU must ensure that the property is published in two largely circulated newspapers including the government gazette for a period of not less than three consecutive weeks. The publication must provide the date on which the mortgage/charge was signed and recorded. It must also provide the instrument and folio numbers and must indicate that properties will be sold two months from date of first publication of property. If after the expiry date of publication a member or co-maker/guarantor (if any) have not made the total payment, LICU will proceed to assign the property to a licensed auctioneer.

The auctioneer will then publish the properties and indicate a specific auction sale date and time. The property will be sold to the highest bidder but must abide by the reserve price that will be provided to the auctioneer five minutes prior to auction sale. The reserve price is a predetermined value established by management based on a fair market value appraisal.

The member will be advised in writing of the outcome of the auction sale. If the auction was not successful, the property will be submitted for a second auction. The reserve price will be revisited if a third auction sale is necessary. The auction sale procedure will be repeated as deemed necessary to recover all funds outstanding.

If there is a surplus after the sale such monies will be deposited to member's deposit account. If the proceeds of the sale were not sufficient to cover the entire loan balance, member will be contacted to provide a proposal for repayment of such balance. If member fails to comply with new arrangement, immediate court action will be taken and the relevant procedure will be instituted.

#### **14. PROVISIONING**

The provision for each loan is calculated from the balance of the loan after estimation of the guarantee/collateral in accordance to the following table:

LOANS	90 days	91 – 360 days			over 360 days
RATE	0%	35%			100%

As soon as a loan is irretrievable, it shall be provisioned. Provisioning may be done quarterly and at the end of the financial year.

#### **15. WRITE-OFFS**

A write-off is a decision to remove a loan from the books because collection is considered to be unlikely. A write-off is charged to the loan loss account. Management reviews delinquent loans from time to time at least twice a year to determine which loans will be considered for write-off. Accounts where one year has passed and no payment was received and collection procedures have been exhausted shall be recommended for write-off. Extreme circumstances, such as a member that cannot be located or a member who has died may speed up the write-off recommendation. The Board of Directors shall authorize all write-offs. Records should be kept of all loans that have been written-off.

#### **16. REFINANCING**

Refinancing means applying for a loan before the current loan is repaid or by using part of the loan made to repay the previous loan. A loan of this nature may require that 40% of the original loan be repaid or refinanced loans are limited to twice an year. Consideration shall be made for urgent instances of necessity such as medical or funeral emergency. The 40% requirement does not apply for a request that is fully covered by shares.

#### **17. LOANS TO OFFICERS/EMPLOYEES**

- A. Officers and employees shall not receive loans on terms and conditions more favorable than to other members and they shall not

be allowed to borrow in excess of their capacity to repay and if capacity is adequate, the loan can only be granted upon the unanimous vote of a majority of the other members of the Board of Directors, Credit Committee and Supervisory Committee sitting together.

- B. Where the Officer is a member of the Board of Directors, the Officer shall abstain from voting when their loan application is tabled for discussion and approval. In the case of an equality of votes among the Board of Directors, the Credit Committee and the Supervisory Committee, the President shall have a casting vote to decide the matter. Where the President is the Officer applying for the loan, the Vice President shall have the casting vote.
- C. The General Manager shall, upon receiving an application for a loan from an Officer or employee, call a joint meeting of the Board of Directors, the Credit Committee and the Supervisory Committee by written notice specifying the purpose of the meeting.

## **18. REBATES AND DIVIDENDS**

Only members, who have met their periodic loan repayments on time and have not defaulted in payments for six consecutive months during the fiscal year, may receive dividends and rebates which are automatically credited towards shares.

## **19. ADMINISTRATIVE FEES**

- A. Loans above \$40,000.00 are charged an administrative fee of 2.5% of the total loan amount, 1% of which shall be reimbursed to the member upon satisfaction of the loan if such member does not default on any loan payment or repays the loan within a shorter period than their loan repayment period and does not do a loan refinance. This fee does not apply to loans above \$40,000.00 within shares.
- B. Every regular loan application shall be charged an initial administrative fee 0.5% for loans within shares and 1% for loans above shares up to \$40,000.00 of the total loan amount.
- C. Loans processed for members at the Belmopan Branch Office shall be charged the following administrative fee:

1 <sup>st</sup> loan	5%
2 <sup>nd</sup>	3%
- D. Thereafter the administrative fees shall apply as per Loan Policy, Section 19 A and B
- E. Every Quick Credit Loan and Small Business Loans shall have an administrative fee of 7% of the total loan amount.
- F. Refinancing loans will carry a Refinanced Fee of 3%.

## **20. AMENDMENTS**

The Loan Policy may be amended from time to time by the Board of Directors.  
Dated: August 7, 2014

附件 7、LICU 催收函



**La Inmaculada Credit Union Ltd.**

5 Park Street, P.O. Box 144, Orange Walk Town, Belize, C.A.  
Telephone: 322-2358, 322-0483  
Fax: 322-3520  
Email: licu@bti.net  
Website: www.licu.org

November 08, 2013

LICU Ref: 13101

Messrs. Celso Martinez, Dario Cocom, Hector Ceron  
11 San Francisco Street  
Orange Walk Town

Dear Messrs. Martinez, Cocom, Ceron:

**REMINDER NOTICE**

This letter serves to remind you that your account is in principal and interest arrears as detailed below.

We would appreciate if every effort is made to have your arrears fully paid on or before **November 23, 2013**. Please feel free to call or visit the office to make suitable arrangements. Note that we are looking forward to working with you in updating your account.

**Kindly note that if your account is not updated as per the above date, a monthly penalty late fee of twenty five dollars (\$25) will be charged to your account until the arrears is fully updated.**

Your most favorable response is anticipated.

Sincerely,

Hector Sabido  
Loans Monitoring Officer

*Act. 15507*

	Regular Loan	As of
Principal Arrears	\$60,646.83	October 30, 2013
Interest Arrears	\$2,355.18	November 8, 2013
Late Fee	\$100.00	July to October 2013
Total due	\$63,102.01	November 8, 2013



## La Inmaculada Credit Union Ltd.

5 Park Street, P.O. Box 144, Orange Walk Town, Belize, C.A.

Telephone: 322-2358, 322-0483

Fax: 322-3520

Email: licu@btlnet

Website: www.licu.org

January 10, 2014

LICU Ref: 13101

Messrs. Celso Martinez, Dario Cocom, Hector Ceron  
11 San Francisco Street  
Orange Walk Town

Dear Messrs. Martinez, Cocom, Ceron:

### SECOND REMINDER NOTICE


This letter serves to remind you that your account is in principal and interest arrears as detailed below.

We would appreciate if every effort is made to have your arrears fully paid on or before **January 25, 2014**. Please feel free to call or visit the office to make suitable arrangements. Note that we are looking forward to working with you in updating your account.

**Kindly note that if your account is not updated as per the above date, a monthly penalty late fee of twenty five dollars (\$25) will be charged to your account until the arrears is fully updated.**

Your most favorable response is anticipated.

Sincerely,

  
Reinaldo Novelo  
Credit Manager

### *Act. 15507*

	Regular Loan	As of
Principal Arrears	\$70,863.36	December 31, 2013
Interest Arrears	\$5,004.77	January 10, 2014
	\$125.00	July to November 2014
Total due	\$75,993.13	January 10, 2014



## La Inmaculada Credit Union Ltd.

5 Park Street, P.O. Box 144, Orange Walk Town, Belize, C.A.

Telephone: 322-2358, 322-0483

Fax: 322-3520

Email: licu@btlnet

Website: www.licu.org

February 7, 2014

LICU Ref: 13101 *9463*

Messrs. Celso Martinez, Dario Cocom, Hector Ceron  
11 San Francisco Street  
Orange Walk Town

*126*

Dear Messrs. Martinez, Cocom, Ceron:

### FINAL REMINDER NOTICE

This letter serves to inform you that your account is in principal and interest arrears.

We would appreciate if every effort is made to have your arrears fully paid on or before **February 22, 2014** or visit the office to make suitable arrangements to settle your account. Failure to update your account will leave us no other alternative but to clear your loan and any other fee with shares and proceed with further loan recovery actions via the court.

Note that such action may cause embarrassment and may even affect your ability to obtain further credit; consequently, we urge you to come in for us to best advise you as to how you can update your account and avoid such actions.

**Kindly note that if your account is not updated as per the above date, a monthly penalty late fee of twenty five dollars (\$25) will continue to be charged to your account until the arrears is fully updated.**

Your most favorable response is anticipated.

Sincerely,

Melissa Leiva  
Operations Manager

#### *Account 15507*

	Amount due	As of
Principal Arrears	\$88,734.45	January 31, 2014
Interest Arrears	\$6,182.36	February 7, 2014
Late Fee	\$150.00	July to December 2014
<b>Total due</b>	<b>\$95,066.81</b>	<b>February 7, 2014</b>

附件 8、LICU 通知債務人已處份其持有之 LICU 股權信函



**La Inmaculada Credit Union Ltd.**

5 Park Street, P.O. Box 144, Orange Walk Town, Belize, C.A.

Telephone: 322-2358, 322-0483

Fax: 322-3520

Email: [licu@btl.net](mailto:licu@btl.net)

Website: [www.licu.org](http://www.licu.org)

September 04, 2015

LICU Ref:

Mr. Celso Martinez,  
112 San Francisco Street  
Orange Walk Town

Dear Mr. Martinez:

**SHARES ACCOUNT NOTICE**

This letter serves to inform you that due to the level of arrears in your loan account, we have proceeded to clear your loan with shares.

Please note that as at September 4, 2015 your share balance for account **15507** stands at **\$12.00**.

For further information regarding your account please feel free to call or visit the office at the above address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Melissa Leiva'. The signature is fluid and cursive.

Melissa Leiva  
Operations Manager

Cc: Mr. Dario Cocom  
112 San Francisco Street  
Orange Walk Town

Mr. Hector Ceron  
112 San Francisco Street  
Orange Walk Town



## 附件 9、諮詢貝里斯執業律師 M.H. Chebat 會議摘要

時間：2015 年 9 月 3 日

地點：貝里斯市 M.H.Chebat & Co.辦公室

出席人員：M.H.Chebat 律師、本會詹維欣專員、LICU 計畫協調人 Mr. Albino Vargas

會議摘要：

一、 Mr. Vargas 向律師簡介貸款案件現況後，該律師表示他代表貝里斯發展金融公司(Development Finance Corporation, DFC，貝國官方機構)及貝里斯銀行追索貸款，經驗豐富。律師當場建議我方要立即提出要求支付函(demand letter)，方能啟動法律程序(如下)，他也可以協助準備並發出支付函：

(一)支付函發出後，15 天內，借款人必須回應；

(二)之後，律師會準備狀紙(claim form)送至高等法院(supreme court)；

(三)38 天後，法院會發出違約判決(default judgment)；

(四)此時，律師會展開調查；

(五)大約 30 天後，法院開庭(examination meeting)檢視債務人之資產及還款能力，進行債務協商；

(六)協商確定後，如果債務人還不出錢，12 年內，律師可以每個月將案子提交至高等法院一次；法院會傳喚債務人前來，再繼續協商，或甚至就把債務人關進監獄(為期 6 個月)。

前述步驟 1 到 5，歷程約 6-12 個月

二、 所需費用<sup>12</sup>如下：

(一)法院處理費:每案 850 貝里斯幣 (425 美元)，另加 12.5%稅 (事先付)

(二)出庭費:每案 1,500 貝幣(750 美元)，另加 12.5%稅 (事先付)

(三)服務費:成功回收金額之 20%，另加 12.5%稅

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<sup>12</sup> 會議中律師稱無其他額外費用，但渠提供的委託合約範本中，卻列有 out-of-package expenses。已電郵詢問律師，尚未獲覆。

- 三、 另外，律師也可以協助清查債務人資產(委由專業清查人員辦理)，費用以債務人人頭計算，約 350-450 貝幣，以本案簽字借款人 3 人計算，最多需 1,350 貝幣(675 美元)，清查結束後，會提出清查報告，律師也將在報告中提供專業意見(費用另計)，如：評估追償成功的機會。可以於本週五提出報價供我方參考，倘我方可於下周一決定委請律師辦理，他可在 9 月 15 日前，完成清查報告。
- 四、 關於 6 年的債權追索期算法，LICU 說是違約日起算(本案是 2014 年 12 月 30 日)，但律師說也可由支付函簽發日起算。會議小結：本案還屬追索期間內。
- 五、 律師會議中提出，為什麼本會想問是否可先清查，確認有財產可執行再發支付函，而不是直接發支付函？我方回答，因為據 LICU 長期觀察與近期的調查，債務人沒有資產(除了在 LICU 的股份 shares，而該 shares 是被 LICU 控管的，債務人是無法處份的<sup>13</sup>)，本會辦理計畫並非以利息收入為最終目的，推動計畫目的在協助農民改善生活，農民遇到了天災無法還款，也是迫於無奈，但如果依照律師說明，案件一旦送進法院，就無法回轉，這計畫就會使得農民一輩子的未來收入均拿來還債，這似乎與計畫原意不符。但，如果農民有資產卻惡意隱匿或不設法還款，那就另當別論了。
- 六、 律師無法以目前手邊的文件及我方文件，初步評估債權是否有回收的可能。
- 七、 會議最後，律師確定不收諮詢費。

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<sup>13</sup>補充說明為何 LICU 尚未處份債務人的股份:a.LICU 會員是無法不經過 LICU 的同意而變賣股份，但 LICU 可隨時依據貸款合約規定處份；b.該些股份價值與債權相差甚遠，LICU 期望於本會確定全案處理方式後，再將股款存入帳戶。

## 附件 10、委任律師合約稿

### ATTORNEYS' RETAINER AGREEMENT

I/We,

DO HEREBY RETAIN the firm of **M. H. CHEBAT & CO** of 53 Barrack Road, Belize City, Belize ("the Attorneys") as Attorneys-at-Law to represent us in Belize in relation to : Debt Collections.

### OBLIGATIONS OF ATTORNEYS AND CLIENT

1. The Attorneys shall adequately perform the legal services required under this Agreement and shall update the Client on the status of his or her matter and shall respond to the Client's enquiries or other communications.
2. The Client shall disclose all material particulars and shall cooperate with Attorneys, keeping Attorneys abreast of any development or change that could affect the Client's case, particularly any changes in address, telephone numbers, and/or contact information for the Client; and make any and all payments according to this Agreement on or before the due date.

### FEES

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3. a. The Attorneys shall charge the sum of \$850.00 (plus 12.5% GST) from the client (per debt collection) which shall be used to defray all expense in relation to instituting debt recovery proceedings in the court.
- b. The Attorneys shall, in addition charge the sum of \$1,500.00 (plus 12.5% GST) for all actions taken on behalf of the client inclusive of and up to obtaining judgment on behalf of client.
- c. The Attorneys shall charge 20% (plus 12.5% GST) on all sums collected on behalf of the client in the course of court proceedings.

For the avoidance of doubt the fees set out in paragraphs a, b, and c are all payable by the client and are not mutually exclusive.

#### **EXPENSES**

4. The Client is liable for payment of all expenses incurred in the provision of legal services under this Agreement. Expenses may include but are not limited to, long distance telephone charges, facsimile charges, court filing charges, expert fees and expenses, investigation costs, mileage charges, photocopying expenses, process server fees and any other related expenses incurred by Attorneys to provide legal services to the client.

#### **BILLING PROCEDURES**

5. The Attorneys shall send a weekly/bi-weekly invoice to the Client's most recent address on record, detailing the previous week's services and out-of-pocket expenses. **ALL INVOICES ARE DUE IN FULL UPON RECEIPT.**
6. Statements are to be paid within 7 days of the date of the said statement, or will thereafter incur a 10% monthly surcharge.
7. A failure to timely pay invoices may, at the option of the Attorney, result in a cessation of work then in progress until the invoice is paid.
8. The Attorney renders professional legal services for a fee. Our expectation is to be compensated for the services we provide. The attorney does not wish to become your creditor.

#### **STATEMENTS AND/OR PAYMENTS**

9. The Attorneys shall send the Client monthly statements to the most recent address on record, disclosing Attorneys' fees and costs and summaries, and any current balance still owing.
10. Statements are to be paid within 7 days of the date of the said statement, or will thereafter incur a 10% monthly surcharge.

#### **PAYMENT OF ATTORNEYS'S FEES OR COSTS BY ANOTHER PARTY.**

11. Client acknowledges that the Court may order or the opposing parties may agree that another party shall pay for part or all of Attorneys' fees or costs or both. Such order or agreement shall not change Client's obligations to Attorneys for retainer and hourly payments, but receipt of such payment shall be credited to Client's account.

**CLIENT'S PROPERTY**

12. The Client's legal file and the documents therein are the property of the Client. The Attorneys shall retain Client's file and documents obtained and/or generated during the pendency of the legal services being rendered.
13. Upon the completion of legal services contracted hereunder, the Client's file and documents shall upon request be promptly released and delivered to the Client. If the Client does not request the file and documents after legal services have been rendered, the Attorneys are authorized to retain and/or dispose of such property in their reasonable discretion. Provided however, that the Attorneys shall be entitled to a lien against the client's file and documents in the event that the Client fails to pay any sums owed to the Attorneys.

**CONFLICT OF INTEREST**

14. The Client is hereby advised that the Rules of Legal Profession Act and the Code of Conduct of Belize require, before an Attorney may commence or continue representation of a client, that the Attorneys disclose to the Client any actual or potential conflict of interest between the client and another person represented by the Attorneys or the Firm.
15. If an actual or potential conflict of interest exists, that Attorneys may not represent that client without the written consent of such client and the adverse party.

**Confidentiality**

16. The Attorneys covenant to keep confidential any and all confidential information that it may acquire in relation to the matters for which legal services are contracted hereunder and shall not use that information for any purpose other than to perform those services and shall not disclose the same except with the express consent of the Client or by order by a court of competent jurisdiction.

**SETTLEMENT**

17. If legal services rendered pertain to a claim, suit, litigation or other similar action, The Attorneys shall notify Client immediately of any offer received by Attorneys to settle client's matter. The Attorneys will not accept any offer to settle without first obtaining the approval of the Client who shall have the right to accept or reject any such settlement offer.

18. The Client shall immediately notify the Attorneys of any and all settlement offers made to the client and hereby agrees not to settle or enter into any such agreement to settle without first consulting the Attorneys.
19. If any legal services contracted, results in an offer for settlement in favor of the client, the Attorneys shall be entitled to a settlement fee of not less than 20% of the total amount recovered on behalf of the client.

#### **ATTORNEYS'S LIEN**

20. The Attorneys shall have a lien for Attorneys' fees and/or expenses and/or costs advanced on behalf of Attorneys' representation of Client under this agreement, on all funds obtained by Judgment, settlement or arbitration award payable to Client.

#### **DISCHARGE OF ATTORNEYS**

21. The Client may, at any time, discharge Attorneys for any reason whatsoever by written notice, which shall become effective upon receipt by Attorneys. Upon receipt, Attorneys shall cease to provide all legal services to Client, unless otherwise agreed by Attorneys and Client.
22. The Client hereby acknowledges that following such termination, the Client shall remain obligated to pay for all Attorneys' fees, expenses and costs owed to the Attorneys as required by the terms of this Agreement.

#### **WITHDRAWAL OF ATTORNEYS**

23. The Attorneys may withdraw as Client's Attorneys of record at any time, in writing and in accordance with the Rules of Professional Conduct of Belize.

#### **DISCLAIMER**

24. The Client acknowledges that Attorneys makes no guarantee regarding dates when matters may be set down by the Courts in Belize nor as to any outcome or success with regard to Client's matter. The Attorneys does not have or hold any power to guarantee any certain outcome in favor of Client.

#### **EXCLUSIONS**

25. This Agreement does not cover any real estate transactions, share transfers nor Estate matters. Those matters are billed as follows:
  1. Real Estate transactions - 2% of purchase price;

- 2. Share Transfers – 3% of value.
- 3. Probate/Grant of Administration - 5% of value of estate.

**ENTIRE AGREEMENT**

26. This Agreement is complete in its entirety between the parties involved. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

**SEVERABILITY**

27. The Agreement shall be severable and the remainder shall remain in effect if any provision in whole or in part is held unenforceable for any reason.

**MODIFICATIONS**

28. This Agreement may be modified only by the execution of a written agreement signed by all the parties hereto. The Client understands and acknowledges that if any additional legal services that have not been included in this agreement are required, a separate agreement shall be necessary.

**COUNTERPARTS**

29. This agreement may be signed in counterparts on different dates and at different places and the agreement so signed shall be as valid and effectual as if signed by all parties at the same time and place.

**EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT**

30. This agreement shall become effective when signed by all the parties hereto. However, in the event this Agreement requires the payment of a retainer fee to Attorneys, this Agreement shall not become effective, and Attorneys shall have no duty to act on behalf of the Client, until the full payment of such retainer fee.

The undersigned have read and agree to be bound by this Agreement.

DATED this        day of                    2015

## 附件 11、與貝里斯自然資源暨農業部處長會談摘要

時間： 2015 年 9 月 5 日( 19:00-21:00)

地點：貝里斯首都的中山皇宮餐廳

出席人員：貝里斯自然資源暨農業部(以下簡稱農部)處長(Chief Agriculture Officer, CAO) Mr. Roberto Harrison、本會詹維欣專員、ICT 計畫蔡明成計畫經理<sup>14</sup>

會談摘要：

### 一、 與木瓜外銷小農案相關事項

(一)計畫設計周延性：CAO 一開始表示，計畫當初設時不夠周延，未考慮農民擴大生產所需資金，導致後來天災發生時無法有足夠資金支應。本會考察團(以下稱本會)當場請教 CAO，他所稱的擴大生產，是 5 英畝示範田擴大至 13 英畝，或是從 13 英畝再繼續擴大。在 CAO 回復是前者後，本會即向 CAO 說明，5 英畝是屬於多邊援贈計畫(參與者包括我國政府、駐團)，係因該項援贈計畫的成功，駐團及農部認可該些合作農民具管理農場的能力，在此條件下，國合會才同意提供農民生產木瓜所需融資，並未涵蓋風險減緩措施。至於天災後農業復甦所需資金，則需先具備其他配套措施的條件下方有可能到位，如貝國政策的支持、農部的即時輔導或技術團技術諮詢服務，可惜當時農部未能及時確認災損情況、亦未在計畫工作小組中提出應變措施並取得共識，再加上我駐團計畫當時移轉在即(農部也未續與我方簽約辦理相關援贈計畫)，在此種種限制下，農民才無法獲得貸款展延或新增貸款，應無涉資金不足。

(二)資金到位時機：CAO 認為農民組織申請貸款後，計畫遲未撥款故影響木瓜產期，繼而帶來一連串的負面效應。本會回應：當時有 2

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<sup>14</sup>因駐館刻正辦理其他大型活動、人力調配吃緊，故商請本會派駐貝國首都 Belmopan 的 ICT 計畫蔡明成計畫經理協助。由於蔡計畫經理積極居中協調交通與餐廳，使得詹員能順利與公務極為繁忙的 CAO 在 Belmopan 進行晚餐會談。



個農民組織(LBE、OWPGG)同時申請，合作機構審核通過後，均依照生產進度撥款。(註:比較 2 個農民組織的產期，OWPGG 因需找地租地、整地、掘井，故開始耕種時機落後 LBE)

- (三)OWPGG 災損評估報告：本會向 CAO 反應，2013-2014 年間農部曾主導災損評估作業，惟本計畫利害關係人，包括參與計畫之農民、LICU 及本會，僅於評估階段被諮詢或被告知報告草稿內容，LICU 多次反應迄今仍未獲得農部提供之確定版本，故無法透過專業報告確認災損價值。CAO 則稱：該報告草稿已屬最終版，但可惜的是，農部尚未取得所有利害關係人認可。
- (四)政府農業政策延續性：CAO 表示，農部刻正將中長期農業政策草案送相關部會審查，預計今年年前通過國會審查。過去農業政策均未落實，故很難評斷是否具延續性；但就鼓勵農民種植木瓜、外銷木瓜乙節，農部的立場維持不變，畢竟，推動農產品多樣化是客不容緩的工作(貝國農業，尤指外銷農產品，過於倚賴甘蔗與柑橘)。本會則向 CAO 反應，本計畫合作農民對於農業政策方向與自身的未來發展均感茫然，亦不了解政府仍然支持木瓜產業。
- (五)提供農民必要協助：CAO 承諾下周派 Orange Walk 的農業推廣員(extension officers, coordinator)與本計畫小農聯絡，了解他們現在所需協助，並詢問小農參加其他農作物的生產計畫的意願，該些計畫不需農民先投入資金，CAO 會持續關注後續發展。
- (六)機構間的溝通與協調：農部與金融機構 LICU 間的溝通一直都非常順暢，沒有問題(註:這一點與 LICU 說法有些出入);但與駐團之間，從設團至今，常因為語言隔閡(註:農部及農民均習慣以西班牙文溝通，而我駐地人員並不是每人都熟悉西語)，在洽商計畫的規劃與推動時，彼此互動遭遇些許困難，當農部遇到這種狀況，他們採取退一步(step back)的態度，由駐團依照他們的方式辦理。
- (七)農業貸款現況：貝國政府透過相關機構(如:政府擁有之 Development Finance Corporation, DFC)提供蔗糖貸款，基於產業特性，貸款風險較低，但近期也因蔗農田間管理不佳，除了收成量與質均不如預期，

採收期也延後 1 個多月，長期下來，已造成一定程度的負面影響。至於柑橘產業，貝國境內 50 多家大農，多半可自行取得融資，對抗黃龍病所帶來的影響。至於為數眾多的小農生計，預期將會受到黃龍病的影響，政府尚在研擬因應解決方案。另關於如何減緩農業貸款的風險乙節，農部也曾研擬推動農業保險或其他避險機制，但或許貝國農業風險高於其他鄰近的加勒比海國家，如牙買加、巴貝多，故無公司願意承做(underwrite)，目前農部無其他配套措施可以降低農業貸款風險。

(八) 未來可能配套活動：因為 Mr. Harrison 曾擔任 BELTRAIDE(貝國負責貿易推廣的機構)總經理(General Manager)數年，故熟悉拓展外銷事宜，同意採納本會建議，思考如何結合農部與 BELTRAIDE 的功能，協助農民生產與行銷。

二、 本會技術合作處的種羊繁殖計畫相關訊息(註：受目前在會內服務的王前團長增惠委託，就近代為洽詢 CAO，農部目前辦理情形)

(一) 幕僚已同意計畫相關文件：CAO 已向部長報告計畫日前我方所送之文件均合格，可正式函覆我駐館，貝方同意簽約。預計下週內部長可簽署該函並送至我駐館。(註：返國後，王前團長告知，農部已簽署同意函，駐館亦已將該信函送回外交部及本會)

(二) 執行計畫期程：本計畫因故延宕多月(註:CAO 當場只算 104 年度的時程落後)，考量雙方年度預算使用限制及當地農產品多樣化的迫切性，必須盡速簽妥合約、啟動計畫並加速執行，並期待能於 104 年 10 月開始執行。

三、 其他

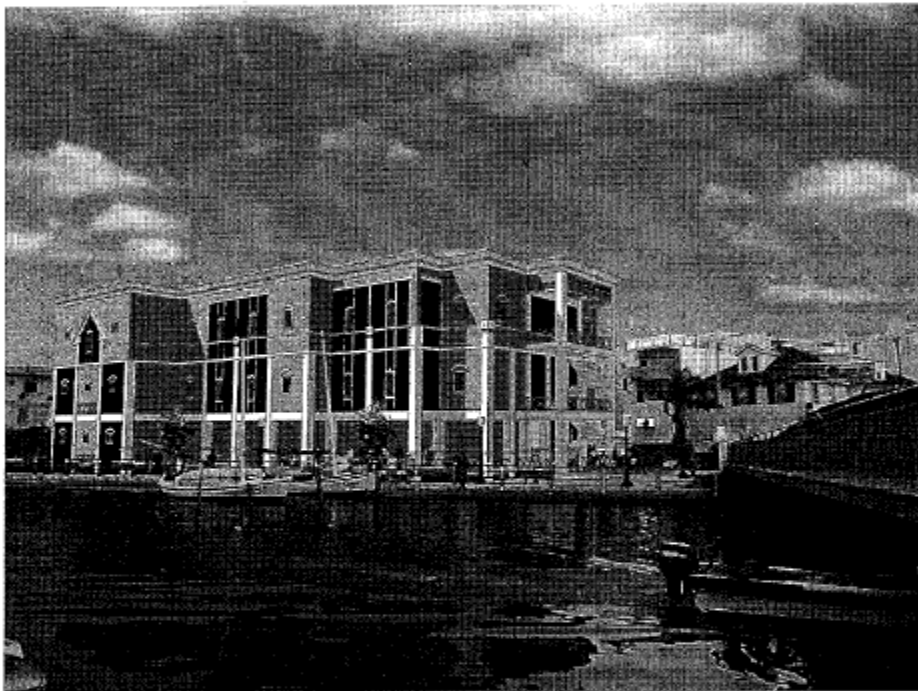
ICT 與農業的結合：在場的 ICT 計畫經理蔡明成先生到場向 CAO 說明，目前 ICT 計畫正規劃整合貝國相關部門的資訊系統，使得農民未來可在線上申請文件(如檢疫證明或其他認證)、查詢申辦進度等，期簡化處理流程、提高行政效率；CAO 則對於農民使用資訊系統的能力持保留態度。本會先詢問農民的智慧型手機 (smart phone) 普及率及系統完成後開發手機應用程式(App)的可行

性，CAO 表示很多農民已使用智慧型手機，經短暫討論，CAO 認同：倘能設計出簡單的操作介面，或是在各地農部推廣部設置簡易窗口，提供不會使用 app 或沒有智慧型手機的農民洽詢，應可提高該系統的使用率。

## 附件 12、貝里斯市商業中心更新計畫草案

**COMMERCIAL CENTER REHABILITATION PROJECT**  
**[VIS – A VIS- DOWNTOWN IMPROVEMENT PLAN/ BIA]**  
**BELIZE CITY**  
No. 2 Proposal of Interest

**Concept Paper**



### **Project Rationale and Description**

The Belize National Policy<sup>1</sup> on responsible tourism articulates the importance of the tourism industry to Belize's economy and development; as well as Government's commitment to developing the industry in a responsible manner that is environmentally sensitive, supports the protection of the country's historical, cultural and natural resources and provides tangible benefits to the people and local communities of Belize. The Belize City Municipality [BCC], the Belize Tourism Board [BTB], and the National Institute of Culture and History [NICH] are important partners in giving practical expressions to this

<sup>1</sup>The Belize National Policy on Responsible Tourism, March 2010

commitment. This partnership has been successful in identifying high quality architecture, urban layout, public spaces, and infrastructures that are important part of the city's heritage value, which must be showcased and protected.

To this end the partnership has become a strategic vehicle for urban renewal, economic development and the revitalization of downtown Belize City. In addition this partnership signifies a shift in planning priorities from more mono – focus traditional approach that looks primarily on coping with population growth to more modern approaches concerned with

Walkable neighbourhoods newer approaches to urban planning which have emerged

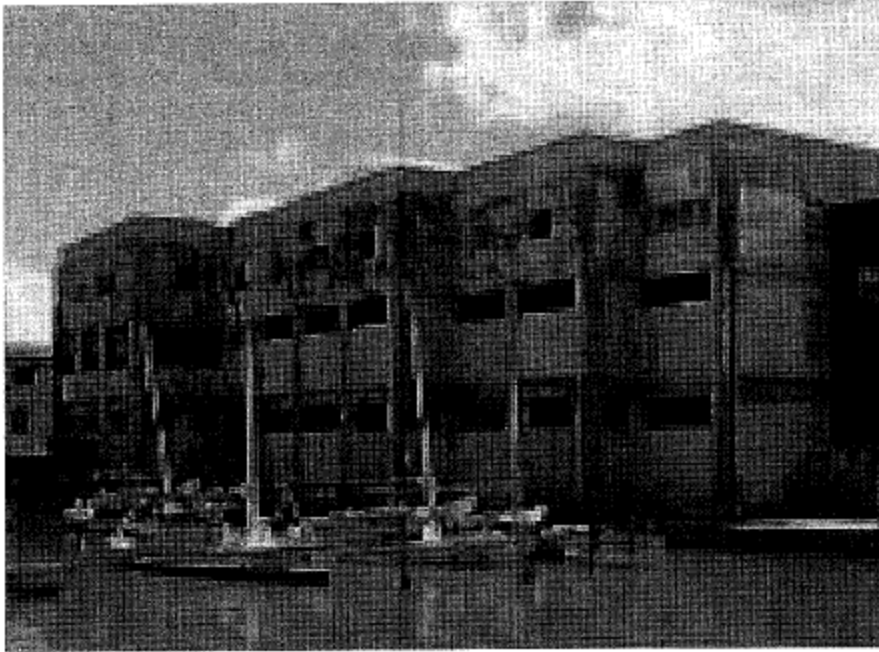
BCC seeks to renovate the Belize City Commercial center while at the same time highlight the historical significance of the site on which it stands and that of public space and infrastructures in its environs.

The project will also address serious renovation of the Commercial Building to allow it to depict the period of early settlement when that area on the Haulover Creek was a thriving port. And then, another prong of the project will look at buildings of historical and cultural value in downtown Belize which will be targeted for renovation.

**Problem statement:**

The Commercial Center is situated in the center of downtown Belize City, at the foot of the old historic swing bridge built in 1845. It is in close proximity to many historic sites such as the Supreme Court Building, built in 1926 with its classic British colonial architecture, the Brodie's Store built in 1887, the site of the Bank of British Honduras incorporated in December 1902 and one of the city's largest and the newly renovated historic Battlefield Park which served as the preferred meeting place of Belize's inhabitants since 1638.

To the back of the building lies the Belize Old River. The river is navigable and was once the main artery of commerce and communication between the interior and the coast; well into the twentieth century. The river is also the main exit ports from Belize City to the outlying islands [cayes]; popular tourist destinations.



However the building which houses the center is currently an eye sore to local Belizeans and tourists alike; and the internal facilities are neither attractive nor safe. The third floor which housed a number of small businesses operated in cramped dilapidated conditions with mismatched stalls cabinets, and equipment, decrepit toilet rooms and unsanitary plumbing fixtures all contributing to an ever increasing risk to safety. Additionally throughout the entire building the infrastructure for electricity and technology are inadequate.

**Expected project outcomes:**

The overall impact of the Project is to improve environmental quality and public health in Nuku'alofa through improved urban infrastructure. The focus will be on improvement of service to the public.

The outcome of the project will be the establishment or improvement of high-priority

The entire first floor of the commercial center building will be renovated and equipped to develop a vibrant business community. The project will incorporate the following LED opportunities.

Sustainable Businesses & Increased Employment

The BCC is currently working in conjunction with its development partners to rehabilitate the building and produce a more viable and attractive business model that will develop sustainable businesses, creating more job opportunities, while helping to support the local economy and other existing businesses. The improved building will also enhance the look and feel of the neighbourhood and attract more visitors to shop and dine, as well as entice new businesses to the area.

#### A new business governance Option/ model

The model is one which seeks to bring together a cluster of businesses which would form the nucleus for a Business Improvement Area (BIA) in Downtown Belize City. The commercial center with some seventeen [17] commercial tenants and with other property owners in the area will work in partnership with the BCC to create thriving, competitive, and safe business in the area that will attract shoppers, diners, tourists, and new businesses as well as generally enhance the quality of life in the Belize City downtown area and the City as a whole.

The BCC has successfully managed two different project models. Firstly the business clusters model with governance by an executive association, such as the BTL Park Project. The second; an anchor tenant model where the first tenant takes the governance lead and whose prestige, name and recognition attracts other tenants to the area; such as operates at the Memorial Park. With lessons learnt from the mentioned models the BCC is in an advantaged position to once again bring stakeholders together to chart a new direction in organized planning and management of businesses.

#### Catalytic Effect

This new and inspiring architectural design of the commercial center will have a catalytic effect on other property owners in the area, contributing to the revitalization of downtown Belize City. The project will also assist existing businesses with signage, exterior enhancements and marketing; actively recruiting new businesses; and improving the appearance of the city through plantings, benches, sidewalks, lighting, signage, cleanliness, etc.

#### Alliances

Additionally the project will forge alliances with other service areas such as the BTB, NICH, OCEANA, BELTRAIDE/SBDC Belize and others for the visioning and implementation of plans.

#### Participation

Although the project will seek national and international partnerships between communities, businesses and government, it will encourage local ownership, community involvement, local leadership and joint decision making.

Finally this project provides the municipality with key opportunities to promote tourism, which currently is one of the biggest growth industries in Belize. This will include improving security, branding and marketing the municipality.

**Description of project activities:**

Give a description of all components/phases of the project, including capacity building and TA.

The Proposed Project consists of replacing the commercial center façade through a combination of repair, replacement, and restoration with interior renovations occurring on all 3 floors. Floors 2 and 3 will be gutted and renovated to provide office space for the Belize City council including the newly formed LED Unit.

The first floor will be retrofitted to create clean, safe, welcoming places to shop; with accommodation for some 17 small businesses.

The project will seek TA support from CARILED for Training for the awareness and organization that will promote collaborative assessment of needs and business development to maintain the vitality of the commercial center and the Belize city downtown neighbourhood. TA support from CARILED is also being sought for Capacity building for Vendors in business management services; in Governance and financial operations and in Branding and marketing

**Estimated cost:**

Include cost estimates for the entire project and outline by component activities. The cost of the entire project is \$2.6 Million.

#	Activity	Resources Required USD	Budget Estimate			Total (CAD)
			From BCC resources	From other sources	From CARILED	
	Building Renovation First Floor	\$382,879.38	\$382,879.38			
	Building Renovation Second Floor	\$404,879.38	\$404,879.38			
	Building Renovation Third Floor	\$472,359.38	\$22,359.38	\$450,000.00		
	Procurement of Business stalls, counters, shelves cabinets, display stands other facilities etc.	\$50,000.00			\$50,000.00	
	Training for the awareness and organization that promotes collaborative	\$4,000.00			\$4,000.00	



assessment of needs, and plan interventions					
Capacity building for business management	\$4,000.00			\$4,000.00	
Governance and financial operations plans	\$4,000.00			\$4,000.00	
Branding and marketing	\$4,000.00			\$4,000.00	
Total	\$1,334,118.14				

**Project Sustainability:**

The planning process is to find a physical balance between conservation and development and to generate plans that support the growth of the tourism industry in Belize. In this case, development is tourism driven, and often at the interface between the natural and cultural resources of destinations and the development that brings people to experience those resources.

## 附件 13、貝里斯國家歷史保存法草案

### National Historic Preservation

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BELIZE:

#### BILL

for

**AN ACT** to make provisions for the designation, protection and conservation of heritage assets; to establish a Council to assist the Institute of Archaeology in discharging its functions under this Act; to provide for the establishment of an index of heritage assets; and to provide for matters connected therewith or incidental thereto.

(Gazetted.....2015).

**BE IT ENACTED**, by and with the advice and consent of the House of Representatives and the Senate of Belize and by the authority of the same, as follows:-

#### **PART I**

##### *Preliminary*

Short title      1.      This Act may be cited as the

#### **NATIONAL HISTORIC PRESERVATION BILL 2015.**

Interpretation      2.      In this Act, unless the context otherwise requires:

"Council" means the National Heritage Council established under Part III of this Act;

"designation" includes the listing of heritage assets such as buildings, in order to ensure that they are protected to allow them to be passed on to future generations;

CAP. 331 "Director" means the Director of Archaeology appointed under the National Institute of Culture and History Act;

"Fund" means the National Heritage Fund established under Part IV of this Act;

"heritage assets" or "assets" includes

- (a) buildings, monuments, sites, places, areas and landscapes of special historic, cultural, aesthetic, national, architectural and archaeological interest,
- (b) bio-diversity, collections, past and continuing cultural practices, knowledge and living experiences,
- (c) places of natural beauty with their animal, plant or marine life,
- (d) cemeteries, objects, and structures of historic, cultural, architectural, archaeological, scientific, artistic or national interest and significance,
- (e) coasts and their natural beauty, their marine flora and fauna and their heritage features;

CAP. 331 "IA" means the Institute of Archaeology established under the National Institute of Culture and History Act;

"Minister" means the minister with responsibility for culture;

CAP. 331 "NICH" means the National Institute of Culture and History established under the National Institute of Culture and History Act;

"Plan" means the National Heritage Protection Plan prepared in accordance with Part V of this Act.

## **PART II**

### *Functions and powers of Institute of Archaeology*

Responsibility of IA 3. CAP.331 Notwithstanding anything contained in the National Institute of Culture and History Act and subject to the provisions of this Act, the IA shall be responsible for the administration of this Act.

Functions of IA 4. (1) The general functions of the IA under this Act shall be to promote and encourage the designation, protection, preservation and maintenance of heritage assets for the benefit and enjoyment of the present and future generations of the people of Belize and to ensure that the character of such assets are protected and that future changes made to them do not result in the loss of their significance.

(2) Without limiting the generality of subsection (1) above, the IA shall:

(a) recommend to the Minister the designation of heritage assets and where necessary, the acquisition of such heritage assets as the Council may recommend and consider appropriate;

(b) permanently preserve any heritage assets of interest as far as practicable, retaining their natural features and conserving any animal and plant life where necessary;

(c) preserve, restore, reconstruct, rehabilitate, maintain, repair, and service heritage assets where such assets comprise buildings, and augment the amenities of such buildings and their surroundings, or arrange to have such done;

(d) erect and maintain tablets to mark or commemorate historic or prehistoric heritage assets and events of national, historical or archaeological significance;

(e) make provision for the access to and enjoyment of heritage assets by the local public, tourists and other interested bodies;

(f) encourage research into heritage assets;

(g) secure, collate, compile, and preserve drawings, plans, photographic or architectural records of heritage assets;

(h) make necessary investigations and researches relating to particular heritage assets to obtain true and accurate historical and archaeological facts and information concerning the same;

(i) operate and manage heritage assets acquired under this Act, together with lands and adjoining buildings for the benefit of the public, such authority to include the power to charge reasonable visitation fees and grant concessions, leases, or permits for the use of land, building space, roads, or trails when necessary or desirable, either to accommodate the public or to facilitate administration;

(j) develop an educational programme and service for the purpose of making available to the public facts and information pertaining to heritage assets, and to make the public aware of the value and beauty of the heritage assets of Belize;

(k) advise the Government of Belize on the conservation and preservation of heritage assets and on any or all of the matters referred to above;

(l) any other functions which may reasonably be required to fulfil the objectives of this Act.

Arrangements  
with other  
entities

5. (1) The IA shall initiate consultations with other government and non-government entities performing various functions pertaining to the preservation and management of any heritage assets with the objective of formulating memoranda of understanding or other arrangements between the IA and such other entities, which shall establish the mechanisms for coordination across jurisdictional lines and provide for the implementation of integrated programmes for the preservation and management of heritage assets.

(2) Memoranda of understanding or other arrangements developed under this section and any other such arrangements developed thereafter may be amended from time to time, in order to further the objectives of this Act.

### **PART III**

#### *Establishment of National Heritage Council*

Establishment  
of Council

6. There is hereby established for the purposes of this Act a council to be known as the National Heritage Council, in order to better assist the IA in fulfilling the objectives of this Act, and whose functions shall be as outlined in the provisions of this Act.

Appointment  
and  
composition  
of Council

7. (1) The Council shall consist of the following members:
- (a) a representative of NICH;
  - (b) a representative of the Belize Tourism Board;
  - (c) a representative of the Mayors' Association;
  - (d) a member of the Physical Planning Unit;
  - (e) a representative of the Association of Professional Architects;
  - (f) a representative of the Association of Professional Engineers;
  - (g) a representative of the ministry responsible for culture;
  - (h) a representative of the ministry responsible for rural development;
  - (i) a representative of the Chamber of Commerce;
  - (j) the Financial Secretary.

(2) The members of the Council shall be appointed by the Minister and shall hold office for a term not exceeding two years and may be eligible for reappointment.

(3) The Council shall appoint one of its members to be the chairman and another member to be the vice chairman.

(4) The validity of any proceedings of the Council shall not be affected by any vacancy in the membership of the Council or by any defect in the appointment of a member thereof.

(5) Any vacancy occurring in the Council shall be filled in the same manner as the appointment or election of the member vacating office and a person so appointed or elected shall hold office for the unexpired term of the person vacating office.

Procedure of  
Council

8. (1) The chairman of the Council shall preside at all meetings of the Council and in the absence of the chairman, the vice chairman shall act as the chairman at any meeting of the Council.

(2) Where for any reason, the chairman or vice chairman is unable to preside at any meeting of the Council, the members present shall elect one of their number to preside at that meeting.

(3) A *pro tem* chairman elected under subsection (2) above shall have all the powers of the chairman at that meeting, including the power of exercising a casting vote in addition to his original vote.

(4) The quorum for any meeting of the Council shall be eight members and the decision of the majority present at any meeting shall be the decision of the Council.



(5) The chairman of the Council shall ensure that a minute book is kept with proper and accurate records of the Council's meetings, resolutions, decisions, proceedings, all business transacted at each meeting, and all other relevant information.

(6) The Council shall hold its first meeting no later than sixty days after the date on which all members of the Council have been duly appointed.

(7) The Council shall meet not less than once in every month and at such other times as may be necessary or expedient for transacting business, and meetings shall be held at such times and places and on such days as the Council may determine.

(8) The Council may adopt such rules as may be necessary to establish its procedures and govern the manner of its operations, organisation and personnel.

Declaration of  
interest

9. (1) A member of the Council or any other person present at a meeting of the Council and who is in any way, whether directly or indirectly, interested in any contract or proposed contract or other matter with the Council that is the subject of consideration by the Council, shall during any time when he is present at that meeting forthwith declare that interest and shall withdraw from the meeting and remain absent whilst the matter is under discussion and shall not take part in the discussion, consideration, deliberation or decision or voting on such contract or other matter.

(2) Any disclosure made under subsection (1) above shall be recorded in the minutes of the Council meeting and the member shall be disregarded for the purpose of constituting a quorum of the Council for any such discussion, consideration, deliberation, decision or voting.

(3) Any member of the Council who

(a) knowingly fails to declare any interest he is obliged by subsection (1) to declare,

(b) having declared such interest in accordance with subsection (1) fails to withdraw from the meeting, or

(c) having withdrawn from the meeting in accordance with subsection (1), returns to that meeting during the time he is required by subsection (1) to absent himself from the meeting,

commits an offence and shall be liable on summary conviction to a fine of ten thousand dollars and to imprisonment for a term not exceeding two years.

Personal liability  
of Council  
members

10. No personal liability shall be attached to any member of the Council for any act or omission of the Council or for anything done or permitted in good faith in the course of the operations of the Council under this Act.

Functions of  
Council

11. (1) The Council shall exercise and discharge the functions given by this Act and may do anything reasonably necessary or convenient for the exercise and discharge of those functions.

(2) Notwithstanding the generality of subsection (1) above, the functions of the Council shall be to:

(a) coordinate and prepare a National Heritage Protection Plan in conjunction with the IA and in

accordance with the relevant provisions of this Act;

(b) prepare in conjunction with the IA, guidelines and principles to be applied when deciding whether heritage assets such as a building is of special architectural or historic interest and should be designated;

(c) solicit funds by means of subscriptions, donations, bequests and grants for the effective achievement of its objectives, and the implementation of this Act;

(d) make recommendations and advise the IA with respect to the designation of heritage assets;

(e) establish, in conjunction with the IA, guidelines for grant aid schemes and funding to fund persons and organisations to manage, protect and enhance heritage assets and advise on and recommend the funding of such persons and organisations;

(f) advise the IA on matters relating to heritage assets;

(g) carry out any other functions which may reasonably be required to further the objectives of this Act.

(3) In making recommendations as to the designation of heritage assets, the Council shall consult with or seek assistance from

any relevant scholarly and professional individual, department or agency, educational or scientific body or organisation in the appropriate disciplines.

(4) The Council may appoint a committee or subcommittee for any of the purposes of this Act, which in the opinion of the Council, would be better regulated and managed by means of a committee or subcommittee and the Council may with the approval of the Minister delegate to the committee or subcommittee with or without restrictions or conditions as it thinks fit, any of its powers under this Act and any such committee or subcommittee shall be chaired by a voting member of the Council.

Criteria for designation

12. (1) Where the Council considers that a heritage asset, such as a building or structure is likely to be designated, it shall take into consideration the architectural or historic special interest of same, and the Council shall *inter alia* be guided by the principles required to be established under this Act, in addition to the guidelines in the Schedule to this Act.

Schedule

(2) The state of repair of a building shall not be a relevant consideration when deciding whether a building meets the test of special interest and the Minister shall designate a building which has been assessed as meeting the statutory criteria, irrespective of its state of repair.

#### **PART IV**

##### *National Heritage Fund*

Establishment of Fund

13. (1) There shall be established a fund to be known as the National Heritage Fund which shall be used exclusively for the

designation, preservation, and other matters connected with heritage assets and which shall be separate and distinct from any general funds of the Government of Belize and NICH.

- (2) The revenues of the Fund shall consist of the following:
- (a) all moneys appropriated by the National Assembly for the purposes of this Act,
  - (b) moneys earned or arising from heritage assets acquired by NICH,
  - (c) all moneys lawfully contributed, donated or bequeathed to the Fund from any legitimate source,
  - (d) sums borrowed by NICH for the purpose of meeting any of its obligations or discharging its functions under this Act,
  - (e) all income derived from the investment of moneys by or on behalf of the Fund,
  - (f) all other sums which may in any manner become payable to or vested in the Fund in respect of any matter incidental to its powers and functions.

Fund  
accounts/  
moneys

14. (1) NICH shall with the approval of the Minister of Finance open and maintain at such bank or banks as it may from time to time determine, accounts for the moneys of the Fund.

(2) All moneys forming part of the Fund shall, as soon as practicable after it is received be paid into the Fund account.

(3) The Administrator of NICH shall keep proper and accurate accounts and other records in relation to all the financial and business transactions of the Fund, of assets and liabilities, and a complete record of all other matters relating to the finances of the Fund and shall prepare annually a statement of accounts in a form satisfactory to the Minister of Finance, being a form which shall conform to best accounting and commercial standards.

(4) Any moneys of the Fund which have been allocated on any given project and which have not been expended on such project shall be returned to the Fund for reallocation or reinvestment.

(5) Moneys of the Fund shall be expended only to meet the objects and purposes authorised by this Act and to repay principal and interest on loans made in connection with this Act.

(6) The IA shall keep full and accurate records of all moneys received and expended by the Fund.

(7) The accounts of the Fund shall be audited annually under such arrangements and in such manner as may be approved by the Auditor General.

Power to  
invest

15. (1) Subject to the provisions of this section, all moneys of the Fund not immediately required to be expended in the meeting of any obligations or the performance of any functions of the Council or the IA under this Act may be invested in such securities or other investments.

(2) NICH may make investments from the Fund only after seeking professional independent financial advice and after prior approval from the Minister of Finance.

## **PART V**

### *National Heritage Protection Plan*

National  
Heritage  
Protection  
Plan

16. (1) The Council shall prepare a National Heritage Protection Plan once in every five years with assistance from appropriate technical and professional and qualified personnel.

(2) The Plan shall be reviewed annually to ensure its priorities continue to be relevant and up to date.

(3) The Plan shall, *inter alia* identify priorities following widespread consultation with owners, individuals, local communities, and organisations and shall identify what heritage assets are in danger of being lost.

Endorsement  
of Plan

17. (1) The Plan shall be presented to the general public to facilitate further consultation, amendments, and suggestions before finalisation.

(2) The Plan shall be submitted to Cabinet for its endorsement and approval.

Plan  
requirements

18. The Plan shall outline policies and strategic directions to achieve the objectives of this Act and shall, *inter alia*:

- (a) assist in predicting what may put heritage assets at risk in the future;
- (b) identify current risks to heritage assets and responses to same;
- (c) promote the discovery, research and recording of previously unknown heritage assets;
- (d) involve decision making about what and why heritage assets matter;
- (e) deliver actions to protect and conserve heritage assets by creating records or by listing;
- (f) assist communities in protecting their heritage assets when changes are being planned;
- (g) include actions to protect major collections of heritage assets;
- (h) support training and the development of skills needed for the preservation and maintenance of heritage assets;
- (i) contain any other relevant and necessary information.

#### **PART VI**

##### *Designation of heritage assets*

Listing of  
buildings

19. (1) The Director shall with the approval of the Minister and in accordance with the principles and procedures laid down under this Act,



(a) prepare a list of buildings and sites of particular national, historic, cultural or architectural interest which should be preserved as listed properties and which can effectively be so preserved under the provisions of this Act and any such list shall describe the lands included in the list with precision either in words or by reference to a registered deed or certificate of title or state grant;

(b) prepare lists of properties of interest not falling under paragraph (a) above or categories of such properties which should be preserved as listed properties under the provisions of this Act;

(c) revoke the listing of any property or revise the listing of any category of property.

(2) On approval by the Minister of any list or of any revocation or revision of any listing prepared under subsection (1) above, such list or revocation or revision shall be published in the *Gazette* and the properties or categories of property comprised therein shall thereupon be or cease to be, as the case may be, listed property under this Act.

(3) Prior to the publication in the *Gazette* of any list prepared under subsection (1) (a) or of any revocation or revision prepared under subsection (1) (c), a true copy thereof as approved by the Minister shall be supplied to the Commissioner of Lands who shall maintain a register of all such lists and shall make that register available to members of the

public on payment of any prescribed fee and the Commissioner of Lands shall forthwith include such list or revocation or revision in such register.

Director  
to keep  
register

20. The Director shall maintain a register of all lists prepared in accordance with this Part and shall make such lists and register available for public scrutiny during business hours.

Serving of  
notices

21. (1) The Director shall cause notices in accordance with this section to be served either

(a) personally or by post, addressed to the last known place of abode if within a postal district, on every person who is known to be the owner or to be in possession of any specific property which is the subject of a listing under section 19 (1) (a); or

(b) by posting such notice conspicuously on the said land where no one is in possession and the owner is not known and by publishing the same in at least three issues of a daily newspaper circulating in Belize.

(2) Every such notice shall be signed by the Director or other officer on behalf of the Director and shall specify the property listed, the date of the list or revocation or revision in question and the date same is published in the *Gazette*.

Appeal

22. (1) Any person aggrieved by the listing of any property may within three months of the date of listing, appeal to the Minister in writing against the listing setting out the grounds of his appeal.

(2) Where an appeal is made to the Minister under this section, the Minister

(a) shall consider the appeal within six weeks of the date of its submission to him in writing; and

(b) may dismiss the appeal giving his reasons in writing; or

(c) may instruct the Director to revoke the listing and the Director shall comply with any direction given to him by the Minister under this section.

(3) Where the Minister dismisses an appeal made to him under this section, the person aggrieved by the listing may by originating summons served on NICH, appeal to a Judge in Chambers who may,

(a) pending a decision in the matter, make such interim order as he sees fit to preserve the respective interests of the appellant and NICH in the matter; or

(b) dismiss the appeal or order that the listing be revoked or amended.

(4) A Judge's order amending or revoking a listing shall be deemed to be a list for the purposes of this Part except that no notice shall be required to be served under section 21 above on the parties to the appeal.

**PART VII**

*Repairs Notice*

Serving of  
repairs notice

23. (1) The Director may serve a repairs notice on an owner where -

(a) it is shown that a designated building is in some state of disrepair and the owner is unwilling or unable to carry out the repairs himself; and

(b) it is shown that the building will be better off in the ownership and care of the Government; and

(c) the owner has not taken reasonable steps to preserve the building; and

(d) it is expedient that the building should be preserved.

(2) A repairs notice shall be served on an owner where the protracted failure by the owner to keep a designated building in reasonable care places the building at risk, such as where a building is neglected so that the need for permanent repair has accumulated to the point where the building is at risk of serious harm.

Purpose of  
repairs notice

24. A repairs notice shall only be intended to secure works for the long term preservation of a designated building and there shall be no requirement under this Act to consider the financial means of an owner when specifying the works under a repairs notice.

Contents of repairs notice	25. A repairs notice shall specify the works which are reasonably necessary for the proper preservation of a designated building.
Serving of notices	26. A repairs notice shall be served in the manner specified under section 21 of this Act.
Procedure for failure to preserve building	27. Where after not less than three months of serving a repairs notice, it appears that reasonable steps are not being taken by the owner for the proper preservation of a building, NICH may after obtaining a resolution of the Council to this effect, initiate the process of acquisition of the building from the owner.
Exercise of powers by IA	28. The powers of NICH conferred under this Part shall be exercised with the approval of the Minister.

### **PART VIII**

#### *Acquisition and Compensation*

Acquisition of land, etc.,	29. (1) Where under this Act it is necessary to acquire land or buildings or any estate or interest therein, such acquisition may subject to this Part, be by way of gift or may be effected by private treaty or by compulsory acquisition.
CAP. 184	(2) Any land or building, or any estate or interest therein, or any part thereof which is intended to be compulsorily acquired for the purposes of this Act for the benefit of the people of Belize shall be acquired in accordance with the provisions of the Land Acquisition (Public Purposes) Act.

(3) A person who has been served with notice of a compulsory purchase order may within twenty-eight days of receipt of such notice, appeal to the court for an order to stop any further proceedings and the court shall grant such order if it is satisfied that reasonable steps have been taken by the appellant to properly preserve the building in question.

Compensation

CAP. 184

30. In assessing the amount of compensation payable to the owners of land and buildings acquired for the purposes of this Act under the Land Acquisition (Public Purposes) Act, regard shall be had to the following provisions:

- (a) the state of disrepair of the building; and
- (b) the fact that the owner has deliberately allowed the building to fall into disrepair.

#### **PART IX**

##### *Financial*

Power to borrow

31. (1) NICH may after consultation with reputable financial experts and after obtaining a resolution of the Council to this effect, borrow sums required by it for meeting any of its obligations or discharging any of its functions under this Act .

(2) The power to borrow under this section shall be exercisable only with the approval of the Minister of Finance, as to the amount, the source of the borrowing and the terms on which the borrowing may be effected, and any approval given in any respect for the purposes of this section may be either general or limited to a

particular borrowing or otherwise, and may be either unconditional or subject to conditions.

Activities,  
etc., to be  
funded

32. (1) The Council may recommend assistance to persons or entities in the form of funding of activities or training which may be eligible for such funding and to achieve the specific objectives of this Act.

(2) Moneys from the Fund may be awarded to recipients based upon guidelines established by the Council in order to achieve the goals and objectives of this Act and only upon satisfaction of the criteria required under such guidelines.

(3) All grant aid schemes under the Fund shall be in accordance with the objectives of the Plan.

Fees, etc., to  
be paid into  
Fund

33. All fees, penalties, compensation and other moneys derived under this Act shall be payable into the Fund.

## **PART X**

### *General*

Annual  
Report

34. (1) The Director shall not later than the last day of April in each year, prepare a report of its proceedings and operations for the preceding year.

(2) The report shall be submitted to the Minister who shall lay it on the table of the National Assembly.

Registration and index of listing of heritage assets

35. (1) The Director shall keep a separate and distinct index of all designation of heritage assets made and revoked under this Act.

(2) The Director shall cause every such listing under this section to be entered in the index of listings under the letter of the alphabet corresponding with the initial surname of every person whose property is intended to be affected by the listing, with the given names and surname, at full length, of every such person and a description of the property thereby affected.

Transfer of property

36. (1) The Minister of Finance may by Order published in the *Gazette* transfer to NICH any heritage assets belonging to the Government to enable such assets to be properly preserved and maintained under this Act.

(2) Any heritage assets vested in NICH under this section shall be held in trust for the people of Belize.

Penalty for damage, etc., to heritage assets

37. (1) Any person who alters, damages, modifies or makes any unauthorised changes to any heritage assets commits an offence and shall be liable on summary conviction to a fine of up to twenty thousand dollars or to imprisonment for a term of two years, or to both such fine and imprisonment.

(2) In addition to the penalty imposed under subsection (1) above, the court may order such person to pay to NICH by way of compensation, such sum as the court thinks fit for the purpose of repairing or restoring the heritage asset so altered, damaged, modified or changed.

Penalty for destruction, etc., of heritage assets

38. (1) Any person who wilfully demolishes or destroys or causes to be demolished or destroyed any heritage assets commits



an offence and shall be liable on summary conviction to a fine of up to five hundred thousand dollars or to imprisonment for a term of five years, or to both such fine and imprisonment.

(2) In addition to the penalty imposed under subsection (1) above, the court may order such person to pay to NICH by way of compensation, such sum as the court thinks fit for the heritage asset so demolished or destroyed.

Offence by body  
corporate

39. Where an offence under this Act is committed by a body corporate and it is proved to have been committed with the consent or connivance of or to be attributable to any negligence on the part of any director, manager, secretary or other officer of the body corporate, he as well as that body shall be deemed to be guilty of that offence and shall be liable to be proceeded against and penalised accordingly.

Regulations

40. (1) The Minister may make regulations as may be necessary or expedient for giving full effect to the provisions of this Act and for prescribing anything that needs to be prescribed.

(2) Regulations made under this section shall be subject to negative resolution.

Amendment of  
Schedule

41. The Minister may from time to time, by Order published in the *Gazette*, amend the Schedule to this Act.

.....

# 附件 14、LICU 本票樣本

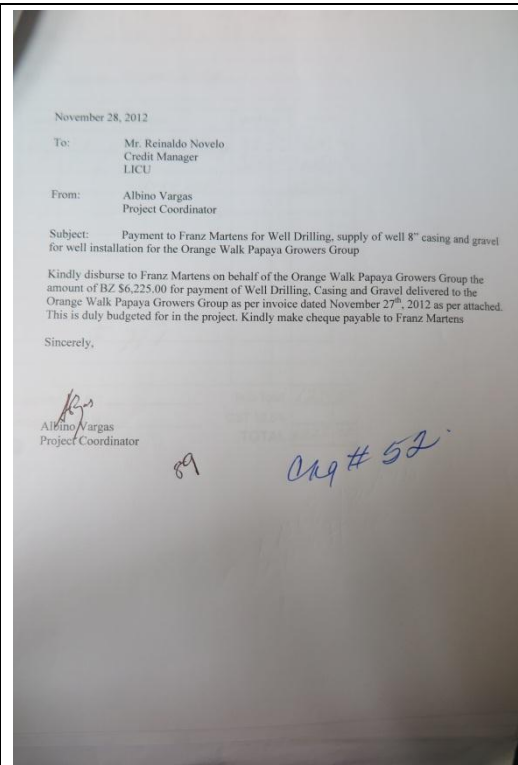
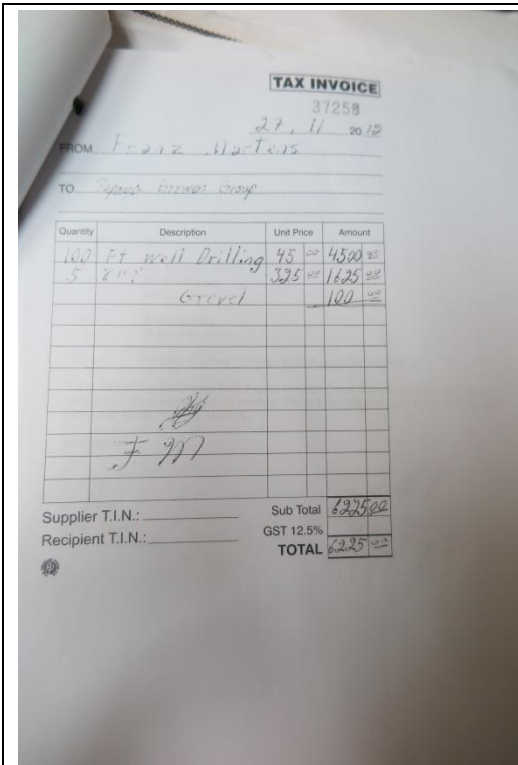
\$ \_\_\_\_\_  
 Terms \_\_\_\_\_ Account No. \_\_\_\_\_  
 Due Date \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_  
 \_\_\_\_\_ Months after date, for value received,  
 we \_\_\_\_\_ as principal, and \_\_\_\_\_  
 and \_\_\_\_\_ as co-makers, waiving our rights of demand and notice  
 severally and jointly promise to pay the LA INMACULADA CREDIT UNION LIMITED order, the sum of \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_ dollars  
 with interest on unpaid balance \_\_\_\_\_ at the rate of \_\_\_\_\_ per cent, per month  
 payable in \_\_\_\_\_ installments of \_\_\_\_\_ and \_\_\_\_\_ dollars.  
 the first payment to be made on \_\_\_\_\_  
 and a like amount every \_\_\_\_\_ thereafter until the full amount has been paid  
 Collateral \_\_\_\_\_

In case of any default in payments as herein agreed, unless excused by the Board of Directors the entire balance of this note shall become immediately due and payable. We hereby pledge all paid shares, payments on shares, or deposits, which we now have or hereafter may have in this Credit Union, for loans interest fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such paid shares, payment on shares or deposits to the payment of said loans, interest, fines, costs or expenses.  
 Said principal and co-makers, severally, and jointly promise to Pay while in default, a fine of \_\_\_\_\_ percent, together with all costs or expenses incurred in the collection of any sum due.  
 Also if the holder thereof, after default, and after written notice to the maker of this note of his intention so to do, shall place this note in the hands of the attorney for collection, the maker agrees to pay an additional sum \_\_\_\_\_ collection equal to twenty percent of the balance of the principal of the note which remains due and unpaid after there has been credited against said balance the combined share and deposit accounts of the maker of the note in the Credit Union and after there has also been applied in reduction of principal such sums if any may be realized from the sale of any other security in the possession of the Credit Union which is being held as collateral against the loan, such charge of collection in no event to be less than five dollars.

WITNESS	NAME	ADDRESS
_____	Maker _____	(Seal) _____
_____	Co-Maker _____	(Seal) _____
_____	Co-Maker _____	(Seal) _____
_____	Co-Maker _____	(Seal) _____
_____	Co-Maker _____	(Seal) _____

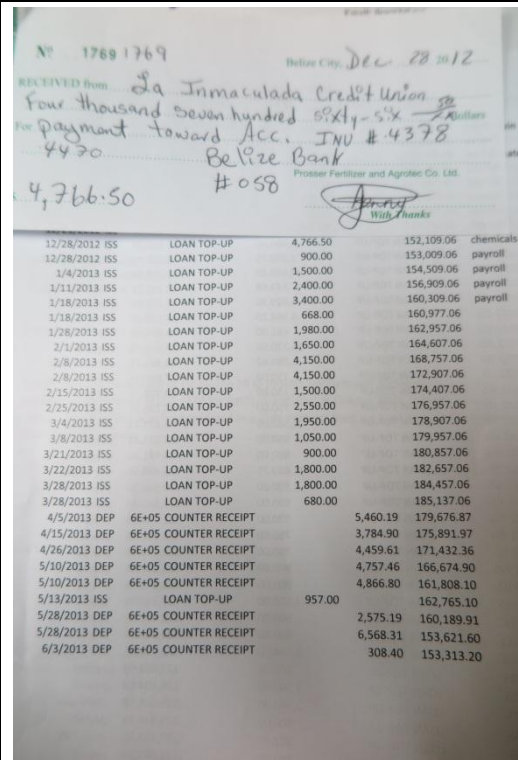
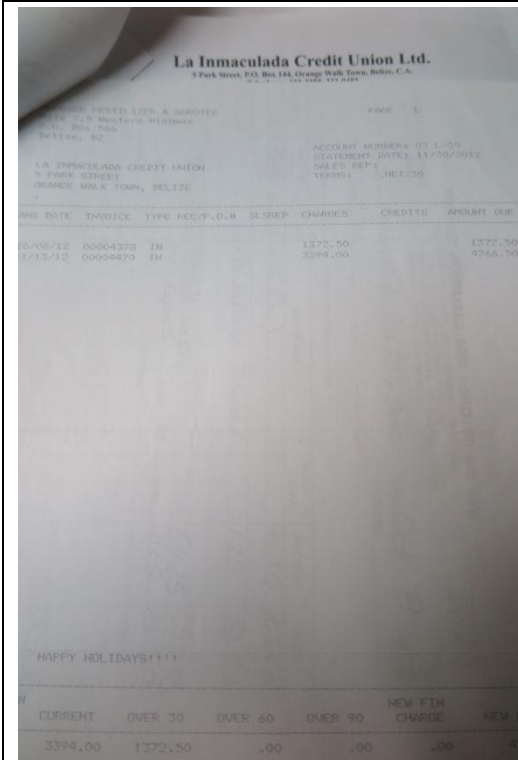
Form 60M

附件 15、單據抽樣



廠商報價

撥款申請文件



支付廠商貨款明細

付款支票

**La Inmaculada Credit Union Ltd.**  
 5 Park Street, P.O. Box 144, Orange Walk, Town, Belize, C.A.  
 Telephone: 322-2158, 322-6481  
 Fax: 322-5528  
 Email: [bcu@bcu.net](mailto:bcu@bcu.net)  
 Website: [www.bcu.org](http://www.bcu.org)

November 9, 2012

**To:** Prosser Fertilizer & Agrotech  
 Belize-Corozal Road  
 Orange Walk Town


**From:** La Inmaculada Credit Union Limited  
 5 Park Street  
 Orange Walk Town

**Subject:** Supplies to Orange Walk Papaya Growers Group

Kindly take this as your authority to supply the Orange Walk Papaya Growers Group (Attn: Celso Martinez) with the following:

Product	Quantity	Unit
1.) 46-0-0	8	bags
2.) 18-46-0	10	bags
3.) 0-0-60	10	bags

Please have them sign your invoice and return to us with a copy of this order for payment.


Sincerely,  
  
 Albino Vargas  
 Project Coordinator

**PROSSER FERTILIZER AND AGROTEC CO. LTD.**  
 CREDIT TAX INVOICE  
 5 Park Street, P.O. Box 144, Orange Walk, Town, Belize, C.A.  
 Telephone: 322-2158, 322-6481  
 Fax: 322-5528  
 Email: [bcu@bcu.net](mailto:bcu@bcu.net)  
 Website: [www.bcu.org](http://www.bcu.org)

ORDER NO. **4470**

CLIENT: **La Inmaculada Credit Union Limited Nov. 13 '12**

QTY	DESCRIPTION	UNIT PRICE	TOTAL
8	46-0-0	248.75	1,990.00
10	18-46-0	170.00	1,700.00
10	0-0-60	140.00	1,400.00
	<b>Sub Expense incurred</b>		<b>1,250.00</b>
			<b>3,390.00</b>
			<b>5,140.00</b>

CUSTOMER: 

向廠商購買肥料

廠商報價


**La Inmaculada Credit Union Ltd.**  
 5 Park Street, P.O. Box 144, Orange Walk, Town, Belize, C.A.  
 Telephone: 322-2158, 322-6481  
 Fax: 322-5528  
 Email: [bcu@bcu.net](mailto:bcu@bcu.net)  
 Website: [www.bcu.org](http://www.bcu.org)

ORDER NO. **4378**

CLIENT: **La Inmaculada Credit Union**

DATE: **Oct 8 '12**

QTY	DESCRIPTION	UNIT PRICE	TOTAL
10	18-46-0	170.00	1,700.00
10	0-0-60	140.00	1,400.00
	<b>Sub Expense incurred</b>		<b>1,250.00</b>
			<b>3,390.00</b>
			<b>5,140.00</b>

CUSTOMER: 

**La Inmaculada Credit Union Ltd.**  
 5 Park Street, P.O. Box 144, Orange Walk, Town, Belize, C.A.  
 Telephone: 322-2158, 322-6481  
 Fax: 322-5528  
 Email: [bcu@bcu.net](mailto:bcu@bcu.net)  
 Website: [www.bcu.org](http://www.bcu.org)


Cheque # 58

December 24, 2012

Mr. Reinaldo Novelo  
 La Inmaculada Credit Union  
 Orange Walk Town

Dear Reinaldo,

Kindly disburse the amount of Bz \$4,766.50 to Prosser fertilizer and Agrotech Co. Ltd. for payment of invoices 4470 and 4378 for fertilizer supplied to Orange Walk Papaya Growers Group. This payment is to be considered as a disbursement from the loan approved the Orange Walk Papaya Growers.

Sincerely,  
  
 Albino Vargas  
 Project Coordinator

廠商報價

撥款申請文件

February 25, 2013

To: Mr. Reinaldo Novelo  
Credit Manager  
LICU

From: Orange Walk Papaya Growers Group  
Orange Walk Town

Subject: Payment of Labour and fuel - Orange Walk Papaya Growers Group

Kindly take this as your authority to disburse from our account the amount of \$2,550.00 as payment of payroll for workers for period February 10, 2013 to February 16, 2013. Kindly make cash payable to Celso Martinez.

Sincerely

*Celso Martinez*  
Celso Martinez

*Hector Ceron*  
Hector Ceron

25 - Feb - 2013  
Date

25 - Feb - 2013  
Date

申請支付工資及油料費信函

PROJECT: OWP/PAW/01/11/13 IN PROGRESS  
Pay week 07th February to 28th February 2013

Name of worker	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Special Security	Net Pay	Signature
Hector Ceron	25.00							25.00			<i>Hector Ceron</i>
Edwin Ceron	25.00							25.00			<i>Edwin Ceron</i>
Mauricio Cal	25.00							25.00			<i>Mauricio Cal</i>
Jose Sandoval	25.00							25.00			<i>Jose Sandoval</i>
Brandon Castillo	25.00							25.00			<i>Brandon Castillo</i>
Jeffrey Castillo	25.00							25.00			<i>Jeffrey Castillo</i>
Ernest Guerra	25.00							25.00			<i>Ernest Guerra</i>
Aldemir Cal	25.00							25.00			<i>Aldemir Cal</i>
Andy Lopez	25.00							25.00			<i>Andy Lopez</i>
Vilmaris Gomez	25.00							25.00			<i>Vilmaris Gomez</i>
Hector Ceron	25.00							25.00			<i>Hector Ceron</i>
Celso Martinez	25.00							25.00			<i>Celso Martinez</i>
Alexander Cal	25.00							25.00			<i>Alexander Cal</i>
<b>Total</b>	<b>250.00</b>	<b>250.00</b>	<b>250.00</b>	<b>250.00</b>	<b>250.00</b>	<b>250.00</b>	<b>250.00</b>	<b>1500.00</b>	<b>0.00</b>	<b>0.00</b>	

雇工薪資單

File Copy

February 25, 2013

To: Mr. Reinaldo Novelo  
Credit Manager  
LICU

From: Albino Vargas  
Project Coordinator

Subject: Payment of Labour and fuel - Orange Walk Papaya Growers Group

Kindly disburse to the Orange Walk Papaya Growers Group the amount of BZ \$2,550.00 for payment of labour expenses as per attached and fuel. This is duly budgeted for in the project. Kindly make cash payable to Celso Martinez.

Sincerely,

*Albino Vargas*  
Albino Vargas  
Project Coordinator

Labour \$ 1,950  
Fuel \$ 600  
-----  
\$ 2,550

104

2013 02 25  
Ref - 37757  
AC 15507

撥款申請文件

附件 16、LICU 與借款人討論會議紀錄

**La Inmaculada Credit Union Ltd.**  
**CONTACT REPORT** 69

Account No.: 15507 File No. 9463 Date: 28/08/2012 Tel: 600-4924

Shareholder's Name: Celso Martinez/ Dario Cocom/Hector Ceron

Address: 112 San Francisco Street, Orange Walk Town

Who Initiated the Contact? L.M.O.: \_\_\_\_\_ Member:  Other: 

TC	<input type="checkbox"/>
PC	<input checked="" type="checkbox"/>

Co-maker(s): A) a/c: \_\_\_\_\_ B) a/c: \_\_\_\_\_ Type of Loan: 

Regular	<input checked="" type="checkbox"/>
DFC	<input type="checkbox"/>
SMP	<input type="checkbox"/>
MICRO	<input type="checkbox"/>
Quick Credit	<input type="checkbox"/>

Collateral: 

Mortgage	<input type="checkbox"/>	P/N	<input type="checkbox"/>
Bill of Sale	<input type="checkbox"/>	Other	<input type="checkbox"/>

Substance of Contact:

*Member visited the office with referece to their papaya project loan. Members informed that they were faced with some problems in the planting aspect of their project. This is documented on letter they submitted to the office on July 30, 2012. Members expect to harvest the last week in February 2013 but payment for their product will not be made to them six weeks after this date. Members are therefore requesting our assistance in granting them time to 30/4/13 to make their first principal and interest payment.*

Share Bal.	<u>3884.98</u>	Loan Bal.	<u>116,040.96</u>	Last pmt date	<u>2/7/11</u>	Ln due date	<u>3/10/13</u>
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Arrears Position					Aging (Months)	
Prin. Arr.	Interest Arr.	Coll. Fee	Total Due	As at:	0-3	6-9
				<u>28/08/2012</u>		
					3-6	9+

Specific Follow-up Actions and/or Recommendations:

*This is beyond members control, once all goes well with weather conditions members should be able to meet their payment as agreed above. Recommend we extend time to 30/4/12 for first payment to be made, interest will continue to be made as per normal.*

Manager's Comments: Monitor closely

Member's Signature: [Signature] Date: 28/8/12

LMO: [Signature] Date: 28/8/12

Manager's Signature: [Signature] Date: 29/8/12

ext	<input checked="" type="checkbox"/>
smr	<input checked="" type="checkbox"/>

.../month thereafter.