

Community Forest Management Agreement



Between The
Forestry Development
Authority

&

*The People of Gba Community,
Yarmein & Sanniquellie Mahn Districts,
Nimba County*

F.D.A

P.O. Box 10-3010

Whein Town, Mt. Barclay

1000 Monrovia, 10 Liberia

October, 2011



**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

COMMUNITY FOREST MANAGEMENT AGREEMENT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF GBA COMMUNITY, LOCATED IN NIMBA COUNTY FOR THE MANAGEMENT OF THE GBA COMMUNITY FORESTLAND

THIS CONTRACT made and entered into this _____ day of _____ A.D. 2011, by and between the Government of Liberia, through the Forestry Development Authority, hereinafter referred to as the **Authority**, represented by its Managing Director, Moses D. Wogbeh Sr., and the People of Gba Community, Nimba County, hereinafter referred to as **GBA** represented by its Forest Management Committee by and thru its Chairman, _____ and the Gba Statutory Superintendent, John P. Thompson, hereinafter collectively called the "Parties", hereby;

W I T N E S S E T H:

WHEREAS, the Authority is statutorily responsible for the sustainable management and use of all categories of forest resources;

WHEREAS, Chapter 10 of the National Forestry Reform Law of 2006 provides for community participation within the forestry sector; which process is to be **sanctioned by A Community Rights Law and the attending regulation thereto**;

WHEREAS, the Community comprising the People of Gba, have petitioned the Authority for permission to protect and manage animal and tree species on their forestland; the petitioned is hereto attached and marked Exhibit "A" to form an integral part of this Agreement;

WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and Section 61 of FDA Regulation 102-07 shows that the said tract of land is suitable for conservation forestry. Said validation report is hereto attached and marked Exhibit "B" to form also an integral part of this contract;

WHEREAS, GBA desirous of managing and protecting tree and animal species on the said tract of land;

WHEREAS, the Authority having examined GBA's petition and the requirements of Section 5.6 of the NFRL having been met, declares GBA qualified for the issuance of a Community Forest Permit that will allow it enter into contractual agreement with a company or corporation to carry out said conservation activities;

PRINT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties do hereby agree as follows:

1. Definitions

PART "A"

- a. Authority: The Forestry Development Authority (FDA) created by an Act of the Legislature on November 1, 1976.
- b. Annual Operations Plan: the plan that guides the annual operations of the Holder
- c. Chain of Custody: the path of custodianship followed by logs, Timber and wood products through harvesting, transport, interim storage, processing, distribution and export from source of origin in the forest to end use.
- d. Code of Forest Harvesting Practices: a set of standards for environmentally sound forest use prepared by the Authority
- e. Conservation: the sustainable management and protection of forest resources to achieve maximum environmental, social, economic and scientific benefits for present and future generations
- f. Forestry: the science, art and practice of conservation of forest resources
- g. Forest Resources License: any legal instrument pursuant to which the Authority allows a person, subject to specified conditions, to extract forest resources or make other productive and sustainable use of forest land. This includes Forest management Contracts, Timber Sale Contracts, Forest Use Permit and Private Use Permit.
- h. Forestland: a tract of land, including its flora and fauna capable of producing forest resources, or land set aside for the purpose of forestry, but not including land in permanent settlements and land that has been in long term use for non-shifting cultivation of crops or raising livestock.
- i. Forest Product: any material or item derived from forest resources.
- j. Forest Management Contract: forestry contract which covers a land area of 50,000 – 400,000 hectares.
- k. Holder: a person who holds a valid forest resources license
- l. Land Owner: a person who owns land by legal title

- m. **Operator:** a person harvesting or making commercial use of forest resources under a forest resources license, including a person working as an employee, contractor or other agent for a Holder.
- n. **Pre-Felling Operations:** legal requirements of the Holder before felling of logs. They include posting of required performance bond; preparation of initial annual operations plan and preparation of environmental impact assessment.
- o. **Private Use Permit:** a forest resource license issued by the Government to allow commercial use of the forest resources on private land.
- p. **Public Use Permit:** a forest resource license issued to extract forest resource from an area less than 1000 hectares.
- q. **Reforestation:** the establishment of a tree plantation in a previously forested area that has been affected by cutting, fire, or some other act of tree removal.
- r. **Societe Generale de Surveillance (SGS):** the institution/company responsible to manage the Chain of Custody System.
- s. **Timber Sale Contract:** a short term forest resources license issued by the Government for a period of three (3) years that allows a person to harvest timber from a specified tract of forest land.

PART "B"

Bid Premium: The difference between the area fee and the land rent bid fee written in the submission of a successful bidder.

By-Laws: A set of regulations, including internal rules, procedures and guidelines, prepared by a body recognized under this law for the purpose of administering said body and performing the functions for which it is created and established.

Community: A self-identified and publicly or widely-recognized coherent social group or groups, who share common customs and traditions, irrespective of administrative and social subdivisions, residing in a particular area of land over which members exercise jurisdiction, communally by agreement, custom, or law. A community may thus be a single village or town, or a group of villages or towns, or a clan.

Commercial Use: Any use of forest products or forest resources, other than direct use for personal purposes or household infrastructure development. Commercial use includes uses involving trade or any other disposition of forest products or forest resources for direct or indirect financial gains.

Community Assembly: the collectivity of resident adult members of a community aged 18 years and above, representative of gender and all social groupings within the community, organized into a body that meets at least twice a year to consult and take decisions on community forestry matters.

Community-based Forest Management: Forest Management activities that are carried out by a community with respect to forest resources for which the community has customary tenure or other forms of proprietorship or guardianship.

Community Forestry: The governance and management of community forests by a community for commercial and non-commercial purposes to further the development of the community and enhance the livelihoods of community members.

Community Forest Contract: Contract co-entered into by a community and the Authority with another party or parties for large and small-scale commercial activities relative to community forest resources.

Community Forest Fund: A fund established by a Community Forest Management Body, with community knowledge and consent, to finance the management of community forest resources, or other agreed activities supporting community development.

Community Forest Land: Forested or partially-forested land traditionally owned or used by communities for socio-cultural, economic and developmental purposes. This term is interchangeable with the term "community forest".

Community Forest Management Body: A body appointed by the Community Assembly to manage community forest resources.

Community Forest Resources: Anything practical, commercial, social, religious, recreational, educational, scientific, subsistence or other potential uses to humans that exists in a community forest, including but not limited to flora, fauna, and micro-organisms.

Community Land Area: An area over which a community traditionally extends its proprietorship and jurisdiction, and is recognized as such by neighboring communities.

Concession: For the purpose of this law, a contractual right granted by the Community and Authority to a private commercial enterprise, whether by negotiation, bidding or other legal means, to harvest and market forest resources for commercial gains. Concessions are ratified by the National Legislature or approved by the Community Forest Management body.

Customary Land: Land, including forest land, owned by individuals, groups, families, or communities through longstanding rules recognized by the community. To be recognized as customary land, it is not necessary for the land to have been registered under statutory entitlements.

Executive Committee of the Assembly: Elected officials of the Assembly authorized to supervise the Community Forestry Management Body between sittings of the Assembly.

Forest Land: A tract of land, including its flora and fauna, producing or capable of producing forest resources, or land set aside for the purpose of forestry, but not including land in permanent settlements and land that has been in long-term use for non-shifting cultivation of crops or raising livestock.

Large-scale commercial use: Commercial activities of forest resources which are predominantly export oriented in their market for the sales and delivery of forest products, and which generate total revenue in excess of that specified by regulation as determined by the Authority in consultations with communities.

Non-timber Forest Products: Resources or products that may be extracted from forest lands and are utilized within the household or are marketed or have social, cultural or religious significance. These include plants and plant materials used for food, fuel, fiber, storage and fodder, medicine, bio-chemicals, as well as mammals, birds, reptiles, fishes and invertebrates.

Person: Any natural person, private entity, non-governmental organization, civil society organization, agency of the Government of Liberia, or any public body, including a community forest management body.

Small-scale commercial use: Commercial activities of forest resources which are predominately local in their markets for the sale and delivery of forest products, and which do not generate total revenue and/or occupy a land area greater than that specified by regulation as determined by the Authority in consultation with communities.

Timber: Industrial round wood and derived sawn lumber, wood chips, wood based panels and pulp for household use or commercial purposes.

PART "C"

- **Compliance:** To be in agreement with.
- **Community Forest Agreement:** a written agreement between a forestry community and the Forestry Development Authority that grants and protects a forest community's rights within a specified area to access, use, manage, protect and benefit from forest resources in a sustainable manner.
- **Authority regulatory rights:** rights of the Forestry Development Authority to regulate all forest resources in Liberia, except those located on communal lands.
- **Community Forest:** is the natural forest and/or forest plantation where rights are granted by the Authority to a community living in or near it to access, use, and manage in a sustainable manner in compliance with a Community Forest Agreement.

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- **Community consent rights:** community rights of “prior, free, informed consent” for any decision, agreement, or activity affecting the use of community forest resources as provided for by the CRL of 2009.
- **Forest community:** is a community authorized by the Authority under the Community Forest Agreement to access, use, manage, and benefit from forest resources within a specified area in an agreeable sustainable manner.
- **Forest Management Committee/Body:** is a five-member body elected or selected by the Community Assembly to manage the day-to-day affairs of the community forestry program.
- **Application Fee:** a specified amount of money paid to the Authority by communities applying for a forest community status.
- **Socio-economic surveys:** survey of a land to determine its social and economic characteristics and profile to be used in determination of the needs of the community and in management planning.
- **Community Assembly:** is a group of persons elected or selected by community members to direct the community forestry program. This body shall be the highest decision-making body of the community relative to the community forestry program.
- **Executive Committee:** is the body that comprises the elected officials of the Community Assembly. This small group of officers shall perform the role of the Assembly when the Assembly is on recess (when the Assembly is not in session).
- **Community Assembly Constitution:** is the organic law adopted by the community through its Community Assembly which sets out the broad purpose, objectives, and principles of the community forestry program and the rights and obligations of community members relative to the program.
- **Community Assembly By-Laws:** are the rules and processes established by the Community Assembly on the internal operations of the Assembly relative to such things as notices, quorum for meetings, decision-making methods, and processes for electing, removing and replacing officers, etc.
- **Community Forest Management Rules:** are specific rules and/or guidelines issued by the Community Forest Management Committee/Body relative to the sustainable use of community forest resources.
- **Primary Users:** Individuals who are a party to a Community Forest Agreement.
- **Secondary Users:** Individuals who are not a party to a Community Forest Agreement, but can access and use community resources consistent with the Community Forest Management Plan and the Community Forestry Rules.

- **Template:** a model; a sample; a format; a frame.

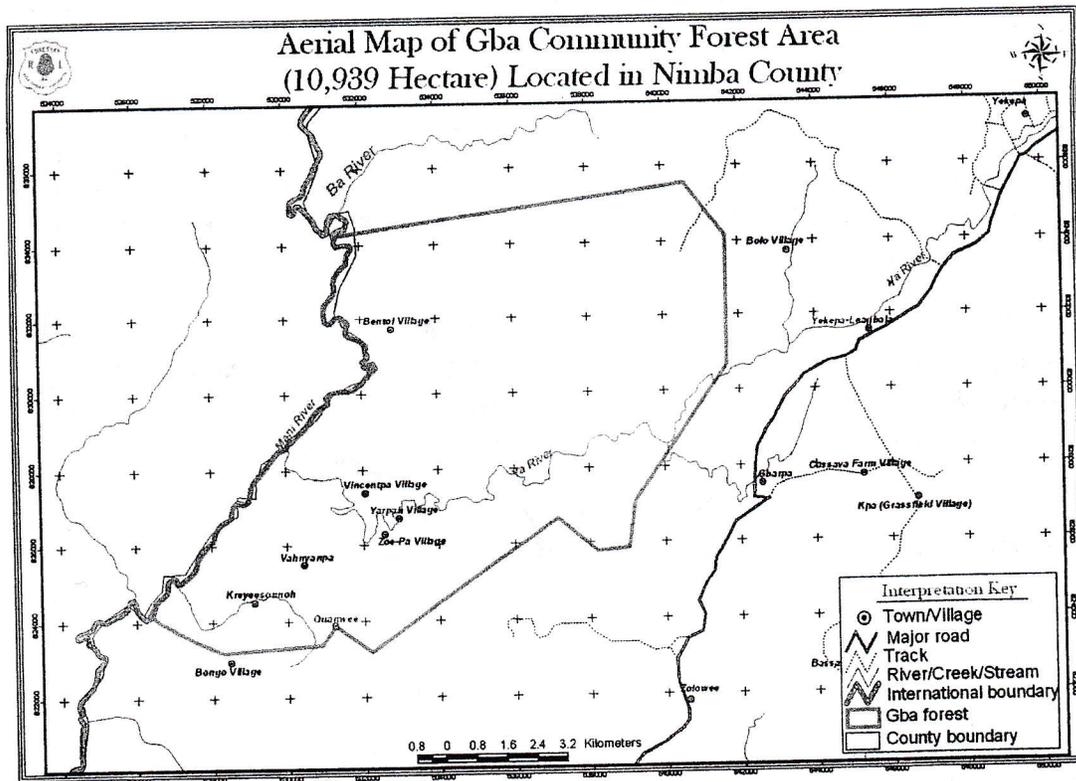
2. **Metes and Bounds/Technical Description of GBA Community Forest Land**

Technical Description of Gba Community Forest

Commencing at Quanwee Town (Latitude-0531232 Longitude-0823870), thence a line runs S 36° E for 1,190 meters to a point; thence a line runs N 55° E for 6,090 meters to a point; thence a line runs S 41° E for 1,360 meters to a point; thence a line runs N 86° E for 850 to a point; thence a line runs N 8° E for 1,280 meters to a point; thence a line runs N 36° E for 4,340 meters to a point; thence a line runs Due North for 3,480 meters to a point; thence a line runs S 81° W for 9,320 meters to a point on the Liberia-Guinea border (St. John River); thence a line runs along said border (St. John River) southward for 15,700 meters to a point; thence a line runs S 36° E for 410 meters to a point; thence a line runs S 29° E for 1,040 meters to a point; thence a line runs S 25° E for 760 meters to a point; thence a line runs N 86° E for 2,620 meters to a point; thence a line runs N 36° E for 610 meters to the point of commencement embracing a total land area of **10,939** hectares and no **More**.

3.

Map of GBA Community Forest Land



4. **Contract Objective**

- a. To manage and protect tree and animal species from destruction by unauthorized intruders
- b. To protect the East Nimba Nature Reserve (ENNR)
- c. To engage in reforestation of the area involving indigenous species
- d. To create alternative uses of the tract of land after harvesting of trees
- e. To create employment for about 200 locals of the contract area and surrounding towns and villages.

5. **Contract Duration**

The contract shall be for fifteen (15) years.

6. **Chain of Custody System**

In keeping with Section 13.5 of the National Forestry Reform Law of 2006 and sections (1-35) of FDA Regulation 108-07, the Chain of Custody System will apply during the life and implementation of this contract. The system so established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe Generale de Surveillance (SGS) using SGS/Helveta equipment and software as provided for by section 3.2 (3) of the Chain of Custody System Management Contract of 2007.

7. **Land Rental / Bid Premium & Stumpage Tax**

In the case of commercial forestry, consistent with Section 6.5 of the Community Rights Law of 2008, the community or any company charged with the responsibility of managing the community forest shall pay land rental as specified in Regulation 107-07 Section 33 (a) and (b). The Community shall receive bid premium as specified in Section 33 (e) of the self-same Regulation herein referred.

Other than Conservation Forestry, if the forest is later intended for commercial forestry, **stumpage** shall be paid consistent with Section 5.7 (c) of the National Forestry Reform Law and also consistent with Section 22(b) of Regulation 107-07.

8. **Other Fees & GOL Taxes**

In the case of Commercial Forestry, all other fees and GOL Taxes levied on the Concession shall be consistent with the Revenue Law of Liberia and FDA Regulation.

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9.

Pre-felling Activities and Requirement

In keeping with the National Forestry Reform Law of 2006 and Section 6.4 of the Community Rights Law of 2008, without the following requirements, **“no commercial activities shall occur on community forestlands”**:

- a. The community has organized its Community Assembly
 - i. Only a community pre-qualified by the Authority shall be eligible to establish a Community Assembly
 - ii. Liberians at least 18 years of age and residing within the specified community shall qualify to be member of the Community Assembly
 - iii. Representation on the Assembly shall be broad based including men women and youth.
 - iv. Two members of the County Legislative Caucus shall be selected by members of the Caucus to represent it on the Community Assembly
 - v. An Executive Committee shall be elected by the Community Assembly to manage the affairs of the Assembly
 - vi. None of the two (2) representatives of the National Legislature shall hold a leadership position of the Community Assembly.
- b. A five (5) member Community Management Body must be appointed by the Community Assembly
 - i. The five member committee shall comprise Chief Officer, Secretary, Treasurer and another two persons
 - ii. The Community Forest Management Body shall have a term staggered between two (2) to five (5) years.
 - iii. No member of the Legislature shall be a member of the Community Forest Management Body
- c. Also the following activities must be carried out before commercialization of community forest
 - i. Community Forest Agreement
 - ii. Community Forest Management Plan
 - iii. Posting performance bond
 - iv. Environmental Impact Assessment
 - iv. Social Contract

10.

Employment

Recruitment and employment by the Company shall be consistent with Labor Law of Liberia and International Labor Organization.

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Termination

This contract shall be terminated if the company upon notice of breach of any term of this Contract fails to remedy said breach within a period of (60) sixty days.

9. **Force Majeure**

In the event of force majeure, which causes either party from meeting its obligations herein stated, the Contract shall be suspended as long as the force majeure continues.

10. **Duty of Care**

The Authority shall ensure that the Company maintains environmental quality of the cutting area and comply with all other conditions consistent with the Liberia Code of Harvesting Practices to include:

- a. Water course protection
- b. Erosion prevention
- c. Prevention of pollution to rivers, streams and other waterways by disposal of wastes
- d. Prevention of fire disaster

The operation shall also be in conformity with international conventions to which Liberia is a party. They include: the Convention on Biodiversity, the International Tropical Timber Agreement, the United Nation Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Convention on International Trade In Endangered Species and the RAMSAR Convention on Wetland Management

11. **Governing Laws**

In effecting this Contract between the Corporation and the Authority, the relevant Laws of Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

12. **Binding Effect**

This Agreement is binding on the parties, their successors-in-office as if they were physically present at execution of this instrument.

In witness whereof, we have affixed our signatures on the day and date first mentioned above.

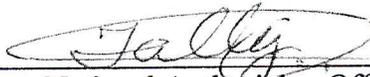
FOR THE AUTHORITY



Moses D. Wogbeh, Sr.
MANAGING DIRECTOR



Technical Manager
Community Forestry

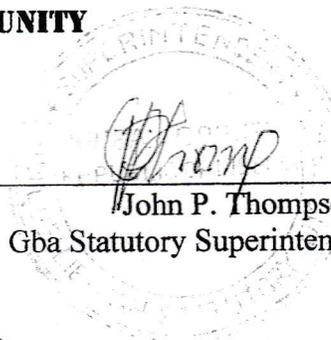


National Authorizing Officer

FOR THE GBA COMMUNITY



Darlington Jacobs-Chairman
Community Forest Management Body



John P. Thompson
Gba Statutory Superintendent

Approved: _____



Florence Chenbath
Chairman, EFA Board of Directors

Gba Community Forest Assembly
Gba Community
Nimba County, Republic of Liberia

May 20, 2011

Honorable Moses D. Wogbeh
Managing Director
Forestry Development Authority
Monrovia, Republic of Liberia

Dear Hon. Wogbeh,

LETTER OF APPLICATION FOR AUTHORIZED FOREST COMMUNITY STATUS

We the citizens of both Sehvi and Yarmein, referred to as the Gba community comprising of 12 towns, hereby submit our application for Authorized Forest Community Status in line with the provisions of the Community Rights Law (CRL) of 2009 and the draft CRL Regulations.

We have noticed with grave concern the cross border farming and hunting being carried out by Guineans on the one hand and other Liberian communities in the West Nimba on the other which is posing a serious threat to the West Nimba Forest. This situation is prevalent due to the limited ability of FDA to enforce rules on conservation in the face of, among other things, increased population pressures.

As a pilot community under the USAID-funded Land Rights and Community Forestry Program (LRCPF), we established our Community Assembly (CA) consistent with the CRL. The CA is recognized as the highest decision making body in our forest community. The CA established an Executive Committee and elected a Community Forest Management Body (CFMB). The CFMB is in place to enforce forest use rules that will be an integral part of a forest management plan to be developed upon approval of this application. We have increased our knowledge regarding the value of our forests through the LRCPF project and have developed many of the skills that are necessary to support sustainable forest management of the proposed community forest area. These skills include:

- Communication and outreach skills so that we can communicate to community members about the importance of managing our forest
- Conflict management
- Financial management

We are also pleased to inform you that, through the help of LRCPF, the people of Gba community have become aware of the CRL and the rights and obligations it gives to forest communities. We are fully committed to working with the FDA to develop a forest management plan that will enable us to sustainably manage our community forest. We have already demonstrated this commitment to working cooperatively with the FDA through:

- Demarcation of ENNR boundaries

Chairman
CFMB Name _____ Signature _____

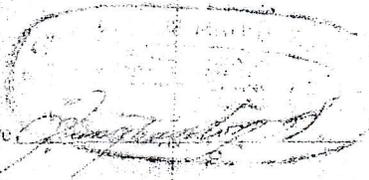
Youth
Representative: _____ Signature: _____
Name _____

Elder
Representative: _____ Signature _____
Name _____

Women
Representative: _____ Signature _____
Name _____

Commissioners
Representative: _____ Signature _____
Name _____

Statutory
Superintendent: _____ Signature _____
Name _____



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- Signing of the co-management agreement with the FDA for management of the ENNR
- Cooperating with the FDA and LRCFP to develop rules regarding sustainable forest management and conservation of resources

The sustainable management of the West Nimba Forest will not only help to protect natural resources, but it will provide the Gba and Sehyi people with NTFPs, fresh water, clean air and other goods and services now and in the future. The CA through its CFMB and related institutions is committed to enforcing restrictions on illegal hunting, farming and unsustainable harvesting of timber and non-timber forest products.

We are willing to work with Arcelor Mittal to manage the concession area. We recognize and acknowledge Arcelor Mittal's right to exclude communities from areas within the concession area and to limit access and management so long as they have a concession agreement in place with the Government of Liberia.

We would also like to stress again that there is currently no management in place in the proposed National forest area. With assistance from the LRCFP we will ensure that a legal, comprehensive forest management plan, approved by the FDA will be in place within the next 6 months. We have already prepared draft rules that will ensure the protection and sustainable management of the forest. All that remains is to conduct demarcation and zoning of the forest, conduct a forest inventory, refine management rules and educate the community about the proposed management.

We sincerely believe that one of the most effective ways to ensure that the forest resources of Liberia are protected and sustainably managed is for communities to be totally involved in management in collaboration with the FDA, and therefore kindly request the opportunity to implement community forestry in the proposed National forest area of West Nimba. For the sake of the future of the West Nimba Forest and the wellbeing of our people, we respectfully request the FDA to grant us Authorized Forest Community status which will enable us to carry out sustainable forest management.

Respectfully Yours,

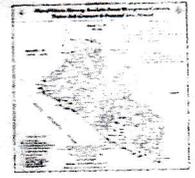
Clan Chief: Peo Oe Kpalote Signature: [Signature]
Name:

Chairman, Community Assembly: N. S. [Signature] Signature: [Signature]
Name:

Chairman, Executive Committee: [Signature] Signature: [Signature]
Name:



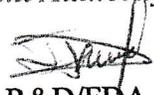
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Forestry Development Authority
P.O. Box 10-3010
 Whein Town, Mt. Barclay
 Montserrado County
 Monrovia, Liberia

MEMORANDUM

TO: Moses D. Wogbeh
Managing Director,
Forestry Development Authority

FROM: John D. Kantor, Sr. 
 Technical Manager, R&D/FDA
 &
 Torwon T. Yantay 
 Acting Manager-GIS & RS/FDA

Subject: **Validation Report of Gba Community Forest Area**
Located in Nimba County

DATE: October 9, 2011

Background

Predicated on a communication under the signature of Mr. John P. Thompson, Superintendent, Gba Statutory District, requesting the Forestry Development Authority to authenticate, verify and issue necessary Permit for a Community forest area situated and lying in Yarmein & Sanniquellie Mahn districts, Nimba County. A technician from the FDA was mandated to visit Gba community forest for detail ground truthing, capturing of Tribal Land marks and sight seeing of the area for management's reaction.

In light of the above, one surveyor traveled to the land under consideration to conduct a joint ground truthing exercise of the area along with the tribal people and ARD representatives.

Field Patrol

During the period September 29-October 6, 2011, the joint team patrolled a significant portion of the area and gathered detail information relating to on going multiple uses of the area, types of vegetation, topology, and livelihood of communities dwellers within the parameters of the forest.

W9 *Mt. Barclay* *IPT DS*