

THIS COMMUNITY FOREST MANAGEMENT AGREEMENT is made and entered into this 21st day of May AD 2019, by and between the **Government of Liberia**, acting through the **Forestry Development Authority**, hereinafter referred to as the **FDA**, represented by its Managing Director, **Hon. C. Mike Doryen**, and the People of **GBEAPO, POTUPO & SARBO Community Forest** located in **River Gee County**, represented by their **Community Forest Management Body** by and thru its **Chief Officer, Mr./Mrs. Robert Pokpa** for the Management of **GBEAPO, POTUPO & SARBO COMMUNITY FOREST**; hereby

WITNESSETH

WHEREAS, the **Forestry Development Authority (FDA)** is the government agency with legal jurisdiction over forestry matters, and the lead agency for community forestry in Liberia;

WHEREAS, the People of **GBEAPO, POTUPO & SARBO**, in accordance with the Community Rights Law of 2009 with Respect to Forest Lands (CRL) and the Amended Regulation to the Community Rights Law of 2009 with Respect to Forest Lands (Amended CRL Regulation), applied to the FDA for Authorized Forest Community status, to enable them manage and/or utilize their Community Forest resources;

WHEREAS, the FDA, in accordance with its statutorily established authority to grant Authorized Forest Community status, and issue and sign **Community Forest Management Agreement (CFMA)**, has verified that **GBEAPO, POTUPO & SARBO**, has satisfied all technical and legal requirements to be granted Authorized Community Forest status;

WHEREAS, the **GBEAPO, POTUPO & SARBO Community Forest Management Body (CFMB)** represents the Authorized Forest Community in all matters related to community forestry resources, and has been granted the legal authority by the People of **GBEAPO, POTUPO & SARBO**, to enter into this **CFMA**, as established by Section 4.2 (c) of the CRL;

WHEREAS, the People of **GBEAPO, POTUPO & SARBO**, represented by **GBEAPO, POTUPO & SARBO**, and the FDA are willing to be bound by the terms set out in this **CFMA**;

Now, **THEREFORE**, the FDA and the **GBEAPO, POTUPO & SARBO CFMB** agree as follows:

ARTICLE 1: PURPOSE

SECTION 1.1

The **GBEAPO, POTUPO & SARBO CFMB** and the **FDA** enter into this **Community Forestry Management Agreement** in order to:

- (k) Reiterate the rights and responsibilities of the **GBEAPO, POTUPO & SARBO Authorized Forest Community** to own, use and sustainably manage its forest resources, and to promote biodiversity for the direct benefit of the community, ecosystems, the nation, and the environment, as established in the CRL and Amended CRL Regulation;
- (l) Reiterate the roles and responsibilities of the FDA, as the agency with regulatory authority over community forestry programs, as established in the CRL and its Amended CRL Regulation;
- (m) Pursue activities that will contribute to the improvement of the livelihoods of the members of the **GBEAPO, POTUPO & SARBO**, Authorized Forest Community, through the management and use of forest resources, which may include informed conservation practices and/or sustainable harvesting of timber and non-timber forest

- (o) Work in close collaboration with national and international organizations to promote and strengthen community forestry, by building the capacity of the **GBEAPO, POTUPO & SARBO Authorized Forest Community**.

SECTION 1.2

The implementation of this **CFMA** shall be guided by the following principles:

- (m) Community forest resources shall be used for the benefit of members of the Authorized Forest Community, and may include the pursuance of conservation and/or sustainable harvesting of timber and NTFPs for commercial purposes. Nothing in this **CFMA** precludes the Authorized Forest Community from altering how it chooses to manage its forest resources, but all legal requirements must first be met before any such change is implemented;
- (n) Community Forest resources shall be managed and used in a way that meets the needs of the present community members without compromising the ability of future generations to meet their own needs;
- (o) All members and groups in the Authorized Forest Community, irrespective of age, gender, religion or ethnicity, shall be able to participate in the management and use of Community Forest resources;
- (p) All decisions and actions relating to the management of Community Forest resources shall be explained and carried out with openness, and in a way that all members of the Authorized Forest Community will understand;
- (q) Any decision, activity or agreement affecting the status or use of Community Forest resources shall not proceed without the free, prior and informed consent of the Authorized Forest Community;
- (r) The rights of members of the Authorized Forest Community to the pursuance of activities necessary for subsistence, medicinal and cultural purposes, and to vital ecosystem services more generally, shall not be permanently alienated.

ARTICLE 2: TECHNICAL DESCRIPTION OF COMMUNITY FOREST LANDS

The **GBEAPO, POTUPO & SARBO Community Forest** boundaries are as follows:

ARTICLE 3: GENERAL RIGHTS AND OBLIGATIONS

SECTION 3.1

In keeping with its statutory responsibility to regulate, protect, manage and develop forest resources, so as to sustain and optimize the potential yield of their economic, social and environmental benefits, the FDA shall:

- (a) Directly support the **GBEAPO, POTUPO & SARBO Authorized Forest Community** take stock of and document forest resources within the area of forest resources designated as a Community Forest, to include, where appropriate, an inventory of all merchantable timber and commercially viable NTFPs, as well as locally resident protected and endangered species and their habitat;

- (d) Suggest amendments and/or alternatives, in pursuance of the same stated goals of the Authorized Forest Community, if it is determined that the Community Forest would not be able to sustain an activity proposed in the **Community Forest Management Plan (CFMP)**;
- (e) Assist in building the capacity of members of the Authorized Forest Community to sustainably manage their forest resources, including by securing financial and technical assistance;
- (f) Monitor and evaluate the **CFMP** in order to ensure that all legal and technical standards are satisfied; and
- (g) Facilitate the resolution of conflicts upon request by the Authorized Forest Community.

SECTION 3.2

The **GBEAPO, POTUPO & SARBO CFMB** shall:

- (g) Ensure that Community Forest resources are managed in an environmentally sustainable manner, and maintain the forest as an ecosystem;
- (h) With the involvement of community members, and the approval of the Executive Committee of the Community Assembly, prepare and implement community forestry rules/guidelines;
- (i) With the involvement of community members, and under the guidance of the Executive Committee of the Community Assembly, develop **CFMPs**;
- (j) Operate in accordance with the terms and conditions of this **CFMA**, community forestry rules/guidelines, the **CFMP**, and all other relevant legislation and regulations;
- (k) With the guidance of the FDA, oversee and monitor implementation of the **CFMP** to ensure compliance with all relevant legal and technical requirements;
- (l) Conduct awareness raising activities in order to inform all Authorized Forest Community members about the community forestry program;
- (m) Represent the community in all matters related to community forestry in negotiations with the FDA, and with third-parties who have interests in conservation or harvesting timber and/or NTFPs for commercial purposes; and
- (n) When made aware of any forestry offences within the Community Forest, immediately inform the nearest FDA Office and, if possible, halt any ongoing illegal activities.

ARTICLE 4: COMPLIANCE WITH COMMUNITY FOREST MANAGEMENT AGREEMENT AND COMMUNITY FORESTRY MANAGEMENT PLAN

SECTION 4.1

All activities of the **GBEAPO, POTUPO & SARBO**, Community Forest shall conform to both the **CFMA** and **CFMP**.

[Handwritten signatures and initials]

SECTION 4.2

If it is determined that members of the **GBEAPO, POTUPO & SARBO**, Forest Community have failed or are failing to comply with the **CFMA** and **CFMP**, the FDA shall immediately provide written notice to the **GBEAPO, POTUPO & SARBO**, Forest Community, through the **CFMB**, of the violation, together with instructions as to how the violation may be remedied. Any such written notice shall include warning of the sanctions that may be applied in the absence of remedial action being taken by the **GBEAPO, POTUPO & SARBO**, Forest Community.

SECTION 4.3

Individual members of the Forest Community who violate the terms of this **CFMA** and/or **CFMP** may be fined by the **CFMB** and/or referred to the appropriate authority for criminal prosecution, as per Section 1.8 of the Amended CRL Regulation.

SECTION 4.4

Individual members of the **GBEAPO, POTUPO & SARBO** Forest Community who violate the Amended CRL Regulation may also be subject to sanctions by the FDA and the criminal justice system, as per Section 1.8 of the Amended CRL Regulation.

SECTION 4.5

All such sanctions shall be consistent with the due process of law, as enshrined in the Constitution and statutes of Liberia. In keeping with Section 1.9 of the Amended CRL Regulation, a person or community subjected to sanctions may challenge the decision of the FDA or **CFMB** in a court of competent jurisdiction.

ARTICLE 5: ALTERATION OF THE COMMUNITY FOREST MANAGEMENT PLAN

SECTION 5.1

The Authorized Forest Community shall freely determine how its forest resources are managed. The Authorized Forest Community's decision as to how it manages its forest resources is represented in the **CFMP**, which together with the **CFMA** establishes a legally enforceable framework.

SECTION 5.2

The Authorized Forest Community has the right to alter its **CFMP**. However, all such alterations shall be made using the procedures here established, and in conformity with all other established legal and technical requirements.

SECTION 5.3

If the Authorized Forest Community decides to substantively alter the previously approved **CFMP**, a new plan shall be submitted to, and approved by, the FDA. A substantive alteration includes, but is not limited to:

SECTION 5.4

The following procedure shall be followed when amending the **CFMP**:

- (s) The Community Assembly shall vote on whether or not it wants to consider amending the **CFMP**. A simple majority vote of the Community Assembly shall be required to initiate the process;
- (t) Following an affirmative vote, members of the Community Assembly shall thoroughly discuss the issue of altering the **CFMP**, and the proposed amendment/s, with their respective constituents;
- (u) The **CFMB** shall provide written notice to all towns and villages within the Authorized Forest Community about the proposed amendment/s, at least thirty (30) days prior to the Community Assembly meeting at which the final vote on amending the **CFMP** is to be taken;
- (v) At the Community Assembly meeting the members shall vote to accept or reject the proposed amendment to the **CFMP**. A two-thirds (2/3) majority vote of the Community Assembly is required before the **CFMP** can be amended;
- (w) Following an affirmative vote, the **CFMB** shall provide the FDA with written notice of its decision to amend the **CFMP**, after which the two parties shall work together to develop a new **CFMP**; and
- (x) Once the FDA verifies that the amended **CFMP** meets all legal and technical requirements, it shall approve the new **CFMP**.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE CFMB AND FDA WITH REGARD TO COMMERCIAL HARVESTING OF TIMBER AND NON-TIMBER FOREST PRODUCTS

SECTION 6.1

As an Authorized Forest Community, the **GBEAPO, POTUPO & SARBO**, Community Forest has the right to engage in the harvesting of timber and/or non-timber forest products (NTFPs) for commercial purposes, under regulations and guidelines issued by the FDA.

SECTION 6.2

Before any commercial harvesting can take place, the Authorized Forest Community must have met all preliminary requirements, as per the CRL and all other relevant laws and regulations. This requires that the community has organized its Community Assembly (Section 6.4(a) of the CRL); the Community Assembly has appointed the Community Forest Management Body (Section 6.4(b) of the CRL); the Community Forest Management Body has developed a Community Forest Management Plan that includes the envisaged commercial activities (Section 6.4(c) of the CRL); the Community Forest Management Plan has been approved by the Executive Committee, the Community Assembly and the FDA (Section 6.4 (d) of the CRL); and the Community Forest Management Plan is being implemented (Section 6.4(e)) of the CRL.

R G O

MSA

SECTION 6.3

In keeping with the 2006 National Forestry Reform Law (NFRL), the Ten Core Regulations and all other relevant laws and regulations governing Liberia's forest sector, no commercial harvesting of timber and NTFPs shall occur in a Community Forest without the Authorized Forest Community having first met the following requirements:

- (e) The inventory of merchantable tree species and NTFPs must have been independently confirmed by the FDA, in keeping with its statutory responsibility to ensure that areas of forest resources are suitable for the planned commercial harvesting, as per Section 4.5 of the NFRL, and Section 2.2 (g) and Chapter 5 of the CRL; and
- (f) The Authorized Forest Community must have conducted an Environmental Impact Assessment (EIA), as per Section 24 (2) and Section 41 of Regulation 105-07.

SECTION 6.4

Once the FDA has verified that all technical and legal requirements for the harvesting of timber and/or NTFPs for commercial purposes have been met, it shall issue a written notice to proceed to the Authorized Forest Community, through the **CFMB**. Only once the Authorized Forest Community has received written notice to proceed from the FDA shall the harvesting of timber and/or NTFPs for commercial purposes be permitted.

SECTION 6.5

In keeping with Section 13.5 of the NFRL, and Sections 1 through 35 of FDA Regulation 108-07, the Chain of Custody System shall apply to the harvesting of timber for commercial purposes by the Authorized Forest Community.

SECTION 6.6

As established by Section 11.6 of the Amended CRL Regulation, Authorized Forest Communities that harvest timber products for commercial purposes shall pay stumpage fees in accordance with Regulation 107-07.

SECTION 6.7

Authorized Forest Communities shall pay all relevant forest product fees, as established in Regulation 107-07, as well as all taxes and/or fees for the harvesting of NTFPs for commercial purposes, as determined by the Liberia Revenue Authority, in consultation with the FDA.

SECTION 6.8

The FDA shall monitor the harvesting of timber and/or NTFPs for commercial purposes to ensure that all environmental standards are satisfied, and that the Liberia Code of Harvesting Practices is adhered to.

SECTION 6.9

ARTICLE 7: RIGHTS AND OBLIGATIONS OF THE CFMB AND FDA WITH REGARD TO COMMERCIAL ARRANGEMENTS WITH THIRD-PARTIES

SECTION 7.1

The **CFMB**, as the representative of the Authorized Forest Community in commercial matters, may negotiate commercial agreements with third-parties, in conformity with existing legal and technical standards.

SECTION 7.2

Before a commercial agreement between an Authorized Forest Community and a third-party can be signed, the FDA shall first review and approve it, as per Section 10.5 of the Amended CRL Regulation.

SECTION 7.3

If, following review, the FDA determines that the proposed commercial agreement does not conform to best industry practices, or does not offer fair market price for the community's forest resources, the FDA shall advise the community on how the commercial agreement needs to be amended before it can be approved. The Community Forest Management Body and Executive Committee of the Community Assembly shall hear the advice of the FDA, and attest that they have received and understood the advice provided.

SECTION 7.4

The FDA shall review, determine whether or not to approve the proposed commercial agreement and, if appropriate, provide advice on how the commercial agreement needs to be amended within fifteen (15) working days of the commercial agreement being submitted. If the FDA fails to review, officially approve and, if appropriate, provide advice on how the proposed commercial agreement needs to be amended within fifteen (15) working days of submission, the community may either provide the FDA with more time to complete the review of the proposed commercial agreement, or it may consider the requirement for review and approval of the proposed commercial agreement satisfied.

ARTICLE 8: EFFECTIVITY, LENGTH, RENEWAL AND TERMINATION

SECTION 8.1

This **CFMA** shall take effect upon signing by the **CFMB** and the FDA and shall be valid for a period of not more than 15 years. One year prior to the expiration of this **CFMA**, the **CFMB** shall submit a written request to the FDA to renew the **CFMA** for an additional fifteen (15) year term. The **CFMA** can be renewed as many times as the Authorized Forest Community would like.

SECTION 8.2

Approval to a request to renew the **CFMA** shall be granted only once the FDA has verified that the Authorized Forest Community is in compliance with all legal and technical requirements. Where the FDA determines that the Authorized Forest Community is not in compliance, it shall inform the Authorized Forest Community in writing of the reasons. Only once the Authorized

least 60 days prior to its expiration date, the **CFMA** shall be renewed automatically for another fifteen (15) year period.

SECTION 8.4

The **CFMA** may be terminated prior to the expiration date based on one or more conditions as follows:

- (e) Written agreement between the **CFMB**, at least two-thirds of the Community Assembly members, and the FDA;
- (f) The Government of Liberia decides to exercise its power of eminent domain over a community forest, or a part thereof. Where the Government of Liberia makes such a decision, it shall comply with the constitutionally established procedure for the expropriation of private property, which, at a minimum, shall require that reasons for the expropriation are given; that there is prompt payment of just compensation; that the community is able to challenge the Government's decision to expropriate the community forest, or part thereof, or the compensation offered; and that when the Government ceases to use the community forest, or decides not to use it for the purpose for which the community forest was expropriated, rights over the community forest shall be returned to the community.

ARTICLE 9: DISPUTE RESOLUTION AND ADJUDICATION

SECTION 9.1

Disputes between the Authorized Forest Community and the FDA over this CFMA, which cannot be resolved, shall be mediated by a qualified individual agreeable to both parties. Both parties have the right to retain legal counsel throughout this process.

SECTION 9.2

Where mediation fails to resolve the dispute, the parties shall submit to arbitration, under the procedures established in the Arbitration Laws of Liberia, as found in Chapter 64 of the Civil Procedure Law. Both parties have the right to retain legal counsel throughout this process.

SECTION 9.3

Alternatively, the Authorized Forest Community or FDA may forego arbitration in favor of review by a court of competent jurisdiction.

IN WITNESS WHEREOF, WE HAVE HEREUNTO AFFIXED OUR SIGNATURES ON THE DAY AND DATE FIRST MENTIONED ABOVE

For: **THE FORESTRY DEVELOPMENT AUTHORITY**

WITNESS

By:



C. Mike Doryen
MANAGING DIRECTOR
Forestry Development Authority

For: The **GBEAPO, POTUPO & SARBO AUTHORIZED FOREST COMMUNITY**



WITNESS

By:



Chief Officer
GBEAPO, POTUPO & SARBO CFMB

1800