

TARWEH-DRAPOH

**AUTHORIZED COMMUNITY
FOREST**

MANAGEMENT AGREEMENT

0770182662

THIS **COMMUNITY FOREST MANAGEMENT AGREEMENT** is made and entered into this 23rd day of November AD 2017, 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. Darlington S. Tuagben, and the People of **TARTWEH DRAPOH Community Forest** located in Sinoe County, represented by their **Community Forest Management Body** by and thru its Chief Officer SORAH S. WESSEHS for the Management of **TARTWEH DRAPOH, 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 **TARTWEH DRAPOH**, 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 **TARTWEH DRAPOH**, has satisfied all technical and legal requirements to be granted Authorized Community Forest status;

WHEREAS, the **TARTWEH DRAPOH 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 **TARTWEH DRAPOH**, to enter into this CFMA, as established by Section 4.2 (c) of the CRL;

WHEREAS, the People of **TARTWEH DRAPOH**, represented by **TARTWEH DRAPOH, CFMB**, and the FDA are willing to be bound by the terms set out in this CFMA;

Now, **THEREFORE**, the FDA and the **TARTWEH DRAPOH, CFMB** agree as follows:

ARTICLE 1: PURPOSE

SECTION 1.1

The **TARTWEH DRAPOH, CFMB** and the FDA enter into this Community Forestry Management Agreement in order to:

- (a) Reiterate the rights and responsibilities of the **TARTWEH DRAPOH, 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;
- (b) 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;
- (c) Pursue activities that will contribute to the improvement of the livelihoods of the members of the **TARTWEH DRAPOH, 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 products (NTFPs)

- (e) Work in close collaboration with national and international organizations to promote and strengthen community forestry, by building the capacity of the **TARTWEH/DRAPOH**, Authorized Forest Community.

SECTION 1.2

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

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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 **TARTWEH/DRAPOH**, Community Forest boundaries are as follows:

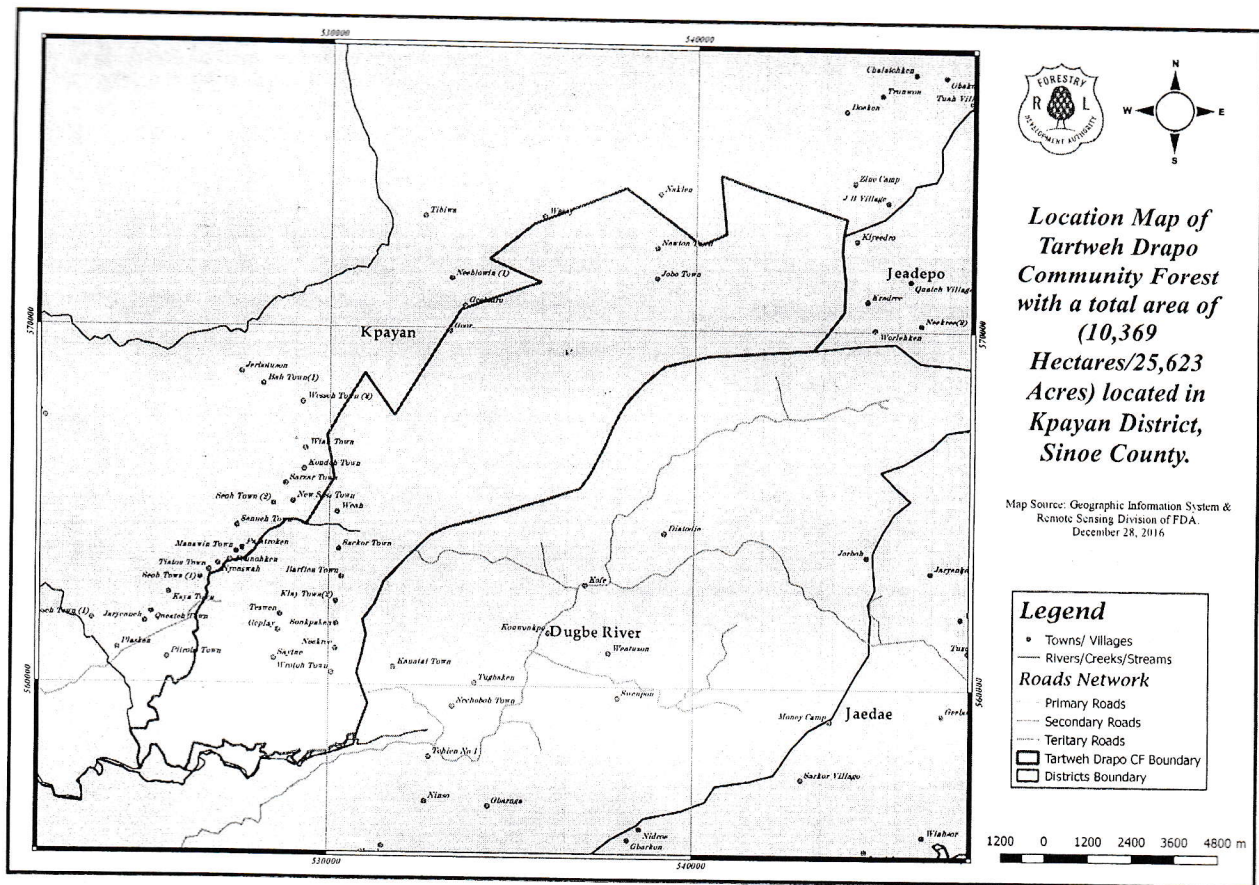
TARTWEH/DRAPOH Community Forest Metes and Bounds

Metes of the and Bounds of Tarweh Drapo Community Forest

The Tarweh Drapo Community Forest lies within Latitude: 524479 575088 North of the Equator and Longitude: 524320 557308 West of the Greenwich Meridian and it is located in Kpayan District, Sinoe County, Liberia.

Commencing at a point (29 N 529368 564482) at a stream on the surface of the earth; thence a line runs N 29° E for 1,609 meters to a point (530122 565788); thence a line runs N 12° W for 1,287 meters to a point (529921 566977); thence a line runs N 28° E for 2,092 meters to a point (530943 568686); thence a line runs S 36° E for 1,448 meters to a point (531747 567530); thence a line runs N 30° E for 3,541 meters to a point (533539 570529); thence a line runs N 68° E for 2,411 meters to a point (525534 571250); thence a line runs N 65° W for 1,600 meters to a point

thence line runs N 66° E for 2,897 meters to a point (538062 574080); thence a line runs S 51° E for 2,736 meters to a point (540139 572489); thence a line runs N 65° E for 805 meters to a point (540826 572807); thence a line runs N 7° W for 1,770 meters to a point (540659 574432); thence a line runs S 71° E for 3,701 meters to a point (544131 573250); thence a line runs S 12° W for 483 meters to a point (544037 572789); thence a line runs S 3° W for 483 meters to a point (544011 572285); thence a line runs S 7° E for 966 meters to a point (544103 571458); thence a line runs S 3° W for 966 meters to a point (544080 570583); thence a line runs S 39° W for 1,448 meters to a point (543237 569449); thence a line runs S 86° W for 2,897 meters to a point (540373 569266); thence a line runs S 76° W for 1,287 meters to a point (539160 568965); thence a line runs S 46° W for 1,448 meters to a point (538093 567918); thence a line runs S 28° W for 1,448 meters to a point (537472 566676); thence a line runs S 29° W for 1,287 meters to a point (536832 565571); thence a line runs S 73° W for 3,862 meters to a point (533205 564446); thence a line runs S 65° W for 644 meters to a point (532721 564194); thence a line runs S 44° W for 1,770 meters to a point (531488 562884); thence a line runs S 28° W for 805 meters to a point (530927 561799); thence a line runs S 13° E for 483 meters to a point (531024 561391); thence a line runs S 13° W for 1,127 meters to a point (530772 560324); thence a line runs S 20° E for 966 meters to a point (531082 559490); thence a line S 19° W for 1,127 meters to a point (530740 558509); thence a line runs N 8° W for 161 meters to a point (530717 558672); thence a line runs S 74° W for 161 meters to a point (530543 558622); thence a line runs S 6° E for 116 meters to a point (530557 558509); thence a line runs S 34° W for 127 meters to a point (530495 558409); thence a line runs S 74° W for 161 meters to a point (530320 558362); thence a line runs N 85° W for 40 meters to a point (530282 558364); thence a line runs N 19° W for 44 meters to a point (530267 558405); thence a line runs S 69° W for 28 meters to a point (530243 558394); thence a line runs S 11° W for 77 meters to a point (530229 558319); thence a line runs S 76° W for 483 meters to a point (529726 558194); thence a line runs Due West for 121 meters to a point (529606 558194); thence a line runs S 70° W for 54 meters to a point (529558 558174); thence a line runs S 85° W for 67 meters to a point (529493 558167); thence a line runs S 33° W for 161 meters to a point (529393 558014); thence a line runs S 51° W for 322 meters to a point (529166 557827); thence a line runs N 37° W for 161 meters to a point (529031 558005); thence a line runs N 49° E for 322 meters to a point (529278 558207); thence a line runs S 77° W for 644 meters to a point (528725 558079); thence a line runs N 69° W for 161 meters to a point (528579 558130); thence a line runs S 31° W for 87 meters to a point (528535 558055); thence a line runs S 78° W for 159 meters to a point (528379 558022); thence a line runs N 56° W for 161 meters to a point (528203 558140); thence a line runs N 4° E for 98 meters to a point (528211 558231); thence a line runs N 75° E for 69 meters to a point (528278 558249); thence a line runs N 28° E for 143 meters to a point (528346 558369); thence a line runs S 82° W for 322 meters to a point (528074 558331); thence a line runs S 38° W for 161 meters to a point (527952 558168); thence a line runs N 85° W for 137 meters to a point (527822 558176); thence a line runs N 27° E for 101 meters to a point (527866 558258); thence a line runs N 69° W for 161 meters to a point (527667 558333); thence a line runs N 88° W for 322 meters to a point (527421 558336); thence a line runs N 89° W for 966 meters to a point (526382 558360); thence a line runs S 15° W for 483 meters to a point (526272 557966); thence a line runs S 4° E for 85 meters to a point (526279 557885); thence a line runs S 89° W for 38 meters to a point (526242 557883); thence a line runs S 2° W for 58 meters to a point (526240 557825); thence a line runs S 84° E for 10 meters to a point (526250 557824); thence a line runs Due South for 40 meters to a point (526250 557785); thence a line runs Due West for 21 meters to a point (526230 557784); thence a line runs S 6° W for 11 meters to a point (526230 557775); thence a line runs N 88° W for 21 meters to a point (526210 557775); thence a line runs S 3° W for 20 meters to a point (526209 557755); thence a line runs Due West for 10 meters to a point (526199 557755); thence a line runs Due South for 30 meters to a point (526199 557725); thence a line runs S 53° W for 52 meters to a point (526158 557694); thence a line runs S 14° E for 107 meters to a point (526183 557591); on a stream; thence a line runs Northward along said stream for 13,010 meters to the point of commencement, embracing a total area of 10,369 hectares / 25,623 acres of Forestland and **NO MORE**



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:

- Directly support the **TARTWEH/DRAPOH**, 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;
- Communicate to the CFMB minimum standards for the development, review and approval of Community Forest Management Plans, to be reviewed every five (5) years;
- Provide guidance to the CFMB on zoning the Community Forest, as well as the limits of the scope and scale of conservation and/or commercial exploitation within these zones, based upon the data collected about the forest resources within the Community Forest;
- 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);
- Assist in building the capacity of members of the Authorized Forest Community to sustainably manage their forest resources, including by providing financial and technical

SECTION 3.2

The **TARTWEH/DRAPOH, CFMB** shall:

- (a) Ensure that **Community Forest** resources are managed in an environmentally sustainable manner, and **maintain the forest** as an ecosystem;
- (b) With the **involvement** of community members, and the approval of the Executive Committee of the Community Assembly, prepare and implement community forestry rules/guidelines;
- (c) With the **involvement** of community members, and under the guidance of the Executive Committee of the Community Assembly, develop CFMPs;
- (d) Operate in accordance with the terms and conditions of this CFMA, community forestry rules/guidelines, the CFMP, and all other relevant legislation and regulations;
- (e) With the guidance of the FDA, oversee and monitor implementation of the CFMP to ensure compliance with all relevant legal and technical requirements;
- (f) Conduct awareness raising activities in order to inform all Authorized Forest Community members about the community forestry program;
- (g) 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
- (h) 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 **TARTWEH/DRAPOH, Community Forest** shall conform to both the CFMA and CFMP.

SECTION 4.2

If it is determined that members of the **TARTWEH/DRAPOH, Forest Community** have failed or are failing to comply with the CFMA and CFMP, the FDA shall immediately provide written notice to the **TARTWEH/DRAPOH, 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 **TARTWEH/DRAPOH, 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 4.5

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:

- (a) Changes to the way an area of forest resources within the Community Forest, which has already been zoned under the CFMP, is to be used;
- (b) Changes to the size of a zoned area of forest resources within the Community Forest;
- (c) Any expansion of commercial or agricultural activities, not already envisaged under the CFMP;
- (d) Any expansion of conservation activities where it unduly restricts members of the Authorized Forest Community from using their forest resources in pursuance of sustainable livelihoods.

SECTION 5.4

The following procedure shall be followed when amending the CFMP:

- (a) 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;
- (b) 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

- (f) 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 **TARTWEH/DRAPOH**, 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).

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:

- (a) 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
- (b) 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

In addition to sanctions applied for failure to comply with the CFMA and CFMP, as established in Article 4 of this CFMA, the FDA may impose penalties on Authorized Forest Community members under Section 20 of the NFRL and Section 56 of the Environmental Protection Agency Act.

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

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 Forest Community has addressed these issues shall the FDA approve the renewal of the CFMA.

SECTION 8.3

The FDA shall approve the request for renewal at least sixty (60) days prior to the expiration date of the CFMA. If the FDA does not provide a response to the request to renew the CFMA at 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:

- (a) Written agreement between the CFMB, at least two-thirds of the Community Assembly members, and the FDA;
- (b) 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


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


For: The Forestry Development Authority

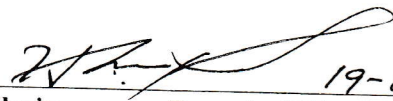

WITNESS 11/23/17

By:  11/23/17
Darlington S. Tuagben
Managing Director/Administration
Forestry Development Authority

For: The TARTWEH/DRAPOHAUTHORIZED FOREST COMMUNITY


WITNESS

By:  11/23/2017
Chief Officer
TARTWEH/DRAPOHCFMB

Approved:  19-09-18
Chairperson, Board of Directors
Forestry Development Authority