



Community Forest Management Agreement

Between The
Forestry Development
Authority

&

*The People of Nitrian Community,
Kpanyan District, Sinoe County*

F.D.A

P.O. Box 10-3010

Whein Town, Mt. Barclay

1000 Monrovia, 10 Liberia

September, 2011



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)



COMMUNITY FOREST MANAGEMENT AGREEMENT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF NITRIAN COMMUNITY, LOCATED IN KPANYAN ADMINISTRATIVE DISTRICT, SINOE COUNTY FOR THE MANAGEMENT OF 958 HECTARES OF NITRIAN COMMUNITY FORESTLAND

THIS CONTRACT made and entered into this 16th day of September 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 Nitrian Community, Sinoe County, hereinafter referred to as **NITRIAN** represented by its Forest Management Committee by and thru its Chairman, Morris S. Tweh and Konwloh Wesseh, Commissioner, Kpanyan Administrative District, 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 Nitrian, 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, NITRIAN is desirous of managing and protecting tree and animal species on the said tract of land;

WHEREAS, the Authority having examined NITRIAN's petition and the requirements of Section 5.6 of the NFRL having been met, declares NITRIAN 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;

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

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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.

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- 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.

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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

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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.
- **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.

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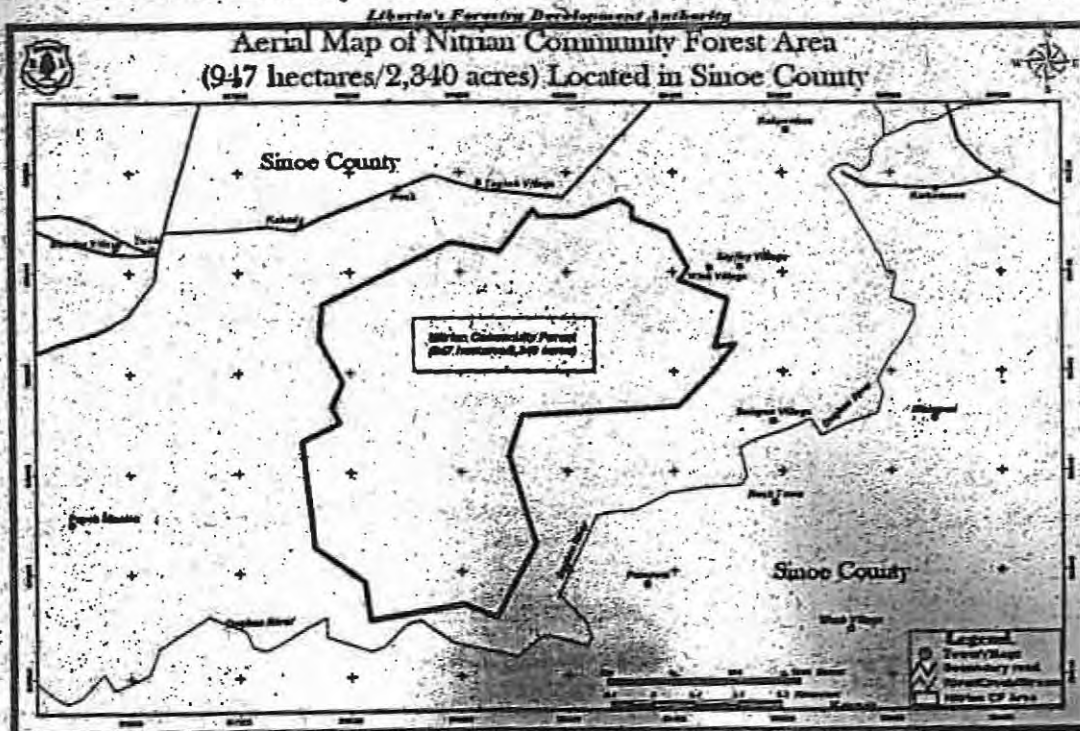
- **Forest community:** is a community authorized by the Authority under the Community Forest Agreement to access, use, manage, and benefit from forest resources within a specified area in an agreeable sustainable manner.
- **Forest Management Committee/Body:** is a five-member body elected or selected 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.

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

Commencing at Kabada Town (Latitude-0517564-Longitude-0551457), a line runs S 13° E for 800 meters to the point of commencement (Latitude -0517748 Longitude-0550682), thence a line runs N 63° E for 1,330 meters to a point; thence a line runs S 77° E for 2,190 meters to a point; thence a line runs N 37° E for 470 meters to a point; thence a line runs N 37° E for 530 meters to a point; thence a line runs S 33° E for 80 meters to a point; thence a line runs S 89° E for 350 meters to a point; thence a line runs N 70° E for 470 meters to a point; thence a line runs S 53° E for 1,30 meters to a point; thence a line runs S 4° E for 110 meters to a point; thence a line runs S 65° E for 370 meters to a point; thence a line runs S 27° E for 400 meters to a point; thence a line runs S 33° W for 150 meters to a point; thence a line runs S 66° E for 490 meters to a point; thence a line runs S 14° W for 510 meters to a point; thence a line runs N 82° E for 190 meters to a point; thence a line runs S 37° W for 340 meters to a point; thence a line runs S 42° W for 480 meters to a point; thence a line runs S 87° W for 1,480 meters to a point; thence a line runs S 17° W for 420 meters to a point; thence a line runs S 16° E for 920 meters to a point; thence a line runs S 27° W for 820 meters to a point; thence a line runs N 65° W for 340 meters to a point; thence a line runs S 80° W for 860 meters to a point; thence a line runs N 8° W for 370 meters to a point; thence a line runs N 52° W for 560 meters to a point; thence a line runs N 6° W for 1,070 meters to a point; thence a line runs N 63° E for 390 meters to a point; thence a line runs N 27° W for 170 meters to a point; thence a line runs N 24° E for 270 meters to a point; thence a line runs N 25° W for 470 meters to a point; thence a line runs N 4° E for 360 meters to the point of commencement embracing a total land area of 947 hectares and no More.

Map of NITRIAN Community Forest Land



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3. Contract Objective

- a. To manage and protect tree and animal species from destruction by unauthorized intruders
- b. To protect the environment and biodiversity of the forest
- 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.

4. Contract Duration

The contract shall be for fifteen (15) years.

5. Chain of Custody System

For commercialization, 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.

6. 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.

7. 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.

8. Pre-felling Activities and Requirement

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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

9. **Employment**

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

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.

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Force Majeure

In the event of force majeure, which causes either party from meeting its obligation 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 Law of Liberia including but not limited to the National Forestry Reform Law and regulations 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.

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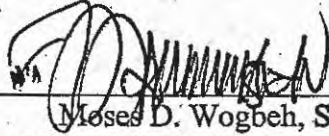
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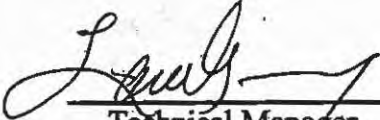
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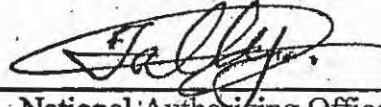
FOR THE AUTHORITY



Moses D. Wogbeh, Sr.
MANAGING DIRECTOR

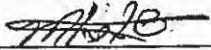


Technical Manager
Community Forestry

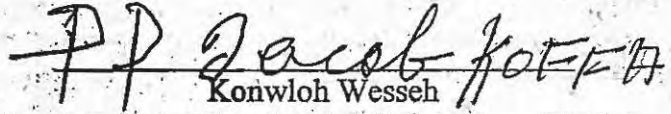


National Authorizing Officer

FOR THE NITRIAN COMMUNITY

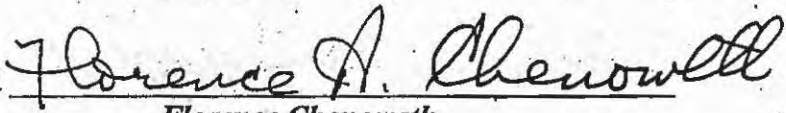


Morris S. Tweh/Chairman
Community Forest Management Body



Konwloh Wesseh
Commissioner/Kpanyan Administrative District

Approved



Florence Chenoweth
Chairman-FDA Board of Directors

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Exhibit "A"

NITRIAN COMMUNITY FOREST MANAGEMENT BODY

**KABADA, MATROE CHIEFDOM
KPANYAN ADMINISTRATIVE DISTRICT
SINOE COUNTY**

June 2, 2011

The Managing Director
Forestry Development Authority
Monrovia, Liberia

Dear Sir:

We, the people of Nitrian Community, aware of our rights and responsibilities under the Community Rights Law (CRL) of 2009 which empowers us to engage in the sustainable management of our forest resources, and in keeping with the 'Regulations to the CRL of 2009 with Respect to Forest Lands', wish to humbly apply to your esteemed offices for an authorized community forest status for the management of our community forest known as Nablo-Tuzon Forest as a reserved forest.

The Nablo-Tuzon Forest is 958 hectares and located in the southeast of Kabada in Nitrian Community. We have already carried out the demarcation, zoning and inventory of the forest under the sponsorship of the Land Rights and Community Forestry Program (LRCFP).

The objectives of preserving the forest for community management are:

1. To sustainably use the forest resources and maintain its ecosystem;
2. To protect the environment and biodiversity of the forest;
3. To establish a partnership with the Forestry Development Authority in the management of the forest.

Nitrian Community is a union of two clans, Geebiah and Kpanyan within Matroe Chiefdom, Kpanyan Administrative District in Sinoe County. The community is bounded in the north by Tartweh and in the southeast by the Plazon River which forms the boundary between Nitrian and Nyanpo. The population of the community is about 1,785 people. These people are spread over the six towns and 16 satellite villages that constitute the community.

In preparation for the community-based management of the forest, we have organized ourselves into the Nitrian Community Forest Management Assembly comprising 50 members representing the towns and villages within the community. The assembly has appointed a five-member community forest management body for the day to day management of the forest in accordance with the Community Rights Law of 2009.

Upon the approval of our application, we shall work with the Authority in meeting all other relevant conditions for the management of the forest.

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Yours truly,

Morris S. Tweh

Morris S. Tweh
Chairman, CFMB

Approved: *G. Milton Chea*
G. Milton Chea
President, Nitrian Community Assembly

Attested:

1. *P. E. KOFFA*
Hon. Jacob Koffa
Paramount Chief, Matroe Chiedom

2. *[Signature]*
Hon. Konwloh/Wesseh
Commissioner, Kpanyan Administrative District

S. T. J. T. J. M. A. [Signature]



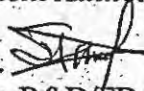

Exhibit "B"



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 Nitrian Community Forest Area
Located in Sinoe County

DATE: August 6, 2011

Background

Predicated on a communication under the signature of Hon. Konwloh Wesseh, Commissioner, Kpanyan Administrative District, requesting the Forestry Development Authority to authenticate, verify and issue necessary Permit for a Community forest area situated and lying in Kpanyan Administrative district, Sinoe County. A technician from the FDA was mandated to visit Nitrian community forest for detail ground truthing, capturing of Tribal Land marks and sightseeing 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 April 15- May 11, 2011, the joint team patrolled a significant portion of the area and gathered detail information relating to ongoing multiple uses of the area, types of vegetation, topology, and livelihood of communities' dwellers within the parameters of the forest.

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Findings

Following an intensive tour by the technicians, we observed and authenticated that:

- ❖ Indeed the Community forest area does not overlapped with any of FDA allocated areas;
- ❖ Greater portion of the area is suitable for Protection/Harvesting;
- ❖ Topographically, the entire land mass of Tribal land area submitted to FDA is flat with few water ways;
- ❖ The area is truly located in Kpanyan Administrative District, Sinoe County;
- ❖ The size of the area requested by the citizens of Kpanyan Administrative district for management was plotted on the field using Precision gadget.
- ❖ The actual size of the area requested is (958 hectares/2,367 acres);
- ❖ The commencement or starting point of the Community forest is Northing 0550682 and Eastern 0517748 (Universal Traverse Mercator) on the surface of the earth.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground rthing (April 15- May, 11, 2011), we herein recommend that:

- * The actual area of Nitrian Communities plotted be given with the Metes and Bounds on behalf of the people of Kpanyan Administrative District;
- * As per Community Rights Law (CRL) of 2009 provision in chapter two sections 1-8, we therefore recommend that FDA Management issue a Community Use Permit for Land totaling 2,367 acres /958 hectares to the people of Kpanyan Administrative District in Sinoe County, compliance with all relevant requirements of this section.

Cc:
AMDA
Law Office
TM Research & Development
TM Commercial Department
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