

Introduction

This briefing paper provides a case study of the Sewacajua Authorised Forest Community, focusing on the establishment and governance of the community forest as well as the distribution of benefits from the forest. Conducted nearly eight years after the revision of the Community Rights Law regulations in 2017, the case study serves as a follow-up to an earlier briefing paper that examined the same issues when the Forestry Development Authority (FDA) and the community first signed the Community Forest Management Agreement (CFMA) in 2017.

Its purpose is to assess developments in Sewacajua since the publication of the initial paper.

Methodology

From April 14 to 16, 2025, SDI facilitated Focus Group meetings with a diverse group of community residents in Gbalawein, the headquarters of Wacaba District, Sinoe County. Participants included members of the Community Assembly and the Community Forest Management Body (CFMB) of the Sewacajua Authorised Forest Community. Thirteen (13) persons, including 11 males and two females, participated in the meeting. After the Focus Groups, the SDI team conducted a verification process, cross-checking the feedback from the meeting with the Chair of the Executive Committee and the Chief Officer of the CFMB, as well as follow-up interviews with other stakeholders.



Forest cover in Sinoe @SKS

The findings from the review were compared with those of a broader review of community forests, carried out to inform discussions at a parallel workshop organised as part of the National Forest Forum, held from November 3 to 5, 2025. The findings were also reviewed, taking into account the discussions and conclusions from that workshop. As a result, this briefing paper, though presenting a case study of Sewacajua, has recommendations that have applicability well beyond the community.

Background and context

Twenty years ago, Liberians and international stakeholders gathered from December 12 to 15, 2005, for the first national dialogue on community forestry in Liberia. The purpose of the meeting, amongst other things, was to develop a clear definition of community forestry within the Liberian context, explore the main expectations of local communities, relevant government agencies, and other stakeholders, and deliberate on possible next steps to promote community forestry in Liberia. At the end of the conference, delegates committed themselves to “promote the development of community forestry based on the aspirations and needs of communities and the potential of their forests and lands as a means to establishing just, equitable and sustainable forms of land and resource use rights and management”.

Emerging from a civil war that had devastated the country and led to the collapse of the state and its authority, the agreement to promote community forestry within a broader context of national governance reforms was a significant development. Additionally, introducing community forestry in a sector dominated by industrial logging, which was then a critical source of income to political and economic elites, was radical to say the least. Since then, considerable progress has been made with positive results. Most importantly, the legal foundation is solid, and a broad segment of the rural population is rightfully excited about the future.

The country developed a progressive legal, regulatory, and policy framework that formalises the role of communities in forest governance. At the center of these changes are the National Forestry Reform Law of 2006 (NFRL) and the various enabling regulations established since 2007. The Community Rights Law of 2009 (CRL), with respect to forests, which recognises the ownership rights of communities over their forest resources and grants them responsibilities for managing their forests, and the Land Rights Law of 2018, which recognises the rights of communities over their customary land, further entrench community rights in the natural resource sector broadly. Most importantly, community rights under the Land Rights Law of 2018 are legally equal to private land rights, explicitly recognising and safeguarding their full bundle of rights, including the rights to access, own, transfer, and exclude others from using their Customary land.

These laws, combined, seek to achieve three objectives: recognition of the rights of communities over forestland and customary land, exercise of those rights over their forest and customary lands, and for communities to benefit from the resources generated from these natural resources. The apparent aim of this move was to provide opportunities for communities to participate meaningfully in forest-related decision-making and implementation, thus promoting social and economic development at the local level. A common assumption among supporters of the change, especially within civil society, was that communities would embrace the decision and leverage it to their advantage. This assumption seemed to be based on the expectation that the populations of forest communities would come together and act in unison to advance their common interests.

More than a decade of implementing community forestry has not meaningfully delivered on the expectation of “establishing just, equitable and sustainable forms of land and resource use rights and management”. Instead, it has exposed a complex dynamic of power struggles, corruption, resistance to good governance practices, and weak technical capacity at the community level. Stakeholders attending the National Forest Forum in November 2025 catalogued and dissected these challenges,

warning that immediate and profound reforms are required to make community forestry work for forest communities.

This brief restates the challenges affecting community forestry as outlined by delegates at the forum. It draws on the experiences of the SEWACAJUA Authorised Forest Community to demonstrate the real effects of these challenges. It offers recommendations to the people of SEWACAJUA, and by extension other Authorised Forest Communities, on how to organise more effectively and confront these issues, ensuring community forestry benefits them. It is also intended to serve as a critical reflection and a guide for implementing the 2025 National Forest Forum Monrovia Declaration.

The Challenges Afflicting Community Forestry in Liberia

There is no debate that significant progress has been made in establishing the foundation for community forestry in Liberia. Stakeholders also agree that despite these gains, there are critical challenges that must be addressed if community forestry is to succeed and benefit local communities. The unanswered questions are: What interventions are necessary, and how can they be implemented effectively and strategically? To engage with these questions, the section below summarises the most common challenges afflicting community forestry from the perspective of Liberian stakeholders. The summary below is by no means exhaustive.

In nearly all communities with Authorised Forest Community status, **governance remains notably weak**. Decision-making is still insufficiently inclusive, with men continuing to dominate and gender and social inclusion remaining poor. The execution of key decisions is often poorly managed, leading to subpar outcomes. Moreover, there is limited interaction and weak working relationships between different community governance structures, including Community Forestry Development Committees (CFDCs), Community Forest Management Bodies (CFMBs), and Community Land Development and Management Committees (CLDMCs), particularly when they coexist. Lastly, a complete disconnect exists between these community structures and local government, causing these entities and local

Similarly, **community governance bodies have severely limited technical capacity to fulfil their roles in community forestry**, such as facilitating community forest management planning, negotiating fair deals on behalf of communities, and managing community benefits. Consequently, forest management plans are created with limited data and an incomplete understanding of various models or options for sustainable forest management. As a result, the vast majority of the Forest Management Plans that exist favor logging, even though the track records of logging companies leave much to be desired. Furthermore, decision-making regarding community development projects is poorly facilitated, leading to poorly conceived projects and often low-quality implementation of funded initiatives. The limited capacity to properly manage community-level decision-making processes has frequently yielded poor decisions, as local elites' manipulation negatively impacts the interests of the vast majority of members of Authorised Forest Communities.

Compounding the challenges communities face, **the FDA is failing to enforce the laws and regulations related to Community Forests** and the sharing of benefits derived from logging. In particular, criticisms range from influencing community decision-making processes to favour logging companies during negotiations, failure to enforce laws and regulations when companies fail to comply, and failure to hold logging companies accountable when they do not fulfil their obligations to communities. This inadequate oversight and weak enforcement by the FDA has enabled non-compliance with the terms and conditions of the Commercial Use Contracts between Authorised Forest Communities and logging companies, premature termination of contracts between communities and logging companies, and companies abandoning large volumes of logs in Community Forest Management Agreement areas.

The challenges related to weak law enforcement are therefore forcing communities to pursue legal actions, as the FDA rebuffs their efforts to seek arbitration or does not take those efforts seriously. These challenges related to weak law enforcement, therefore, disadvantage local communities in their relationships or interactions with logging companies. In other instances, the FDA is also criticised for either failing or not doing enough to hold CFMBs accountable when

they misuse community funds or abuse loopholes in the regulations. These challenges continue to undermine Community Forestry in Liberia, thereby limiting its potential to generate real social and economic benefits for local communities, and point to a gloomy future if no action is taken to address them in a meaningful way.

Against this backdrop, **reports of ongoing discussions about potential changes to the forestry legal framework are concerning**, given the level of opacity surrounding these conversations and the absence of other stakeholders at the table. Particularly notable are public sentiments from senior government officials suggesting that community rights are a hindrance to conservation and national development, implying that rolling back community rights may be desirable.



@SDI - Gbalawein school construction abandoned by Mandra

The Case of SEWACAJUA

An Old Story Worth Repeating

In 2014, the FDA began working with fourteen villages across Seekon, Wacaba, and Juazon Districts in Sinoe County to organise themselves and jointly apply for a Community Forest Management Agreement. The communities under the umbrella of SEWACAJUA (an acronym for the three districts) gained Authorised Forest Community status in May 2017. The following month, the community entered into a third-party agreement with Mandra Forestry Limited, commonly known as Mandra. The agreement granted rights and obligations to Mandra to manage 31,936 hectares of the community's forest land for commercial purposes in a sustainable way.

Under the agreement, Mandra agreed to participate substantially in community development programs such as building two elementary schools and two junior high schools in the affected communities in the second year of its operation, completing the construction of a clinic within the first three years of operation, and in the meantime providing United States Dollars \$1,500 to the community every six months to support four existing clinics while the construction of the clinic was underway. The parties further agreed to review their agreement every five years.

The Sustainable Development Institute (SDI) examined the SEWACAJUA application process, the contract negotiations with Mandra, and the contract itself. The review found that the Community Forest Management Agreement process was not fully compliant with the regulations.

More alarmingly, local expectations varied significantly from the company's obligations under the contract.

Mandra began logging in the community's forest shortly after and continued until 2021, when it ceased operations. The company attributed the halt at that time to the impact of the Covid-19 pandemic, claiming that it also affected its ability to fulfil its obligations to the community, such as implementing the community projects agreed upon. Although the company had fulfilled some of its commitments, many were either newly initiated or only partially completed. However,

instead of stopping its logging activities, the company appears to have changed its name to WAFDI and relocated to other community forests, including Gheegbahn #1 in District 2 of Grand Bassa County, and Tarsue Community Forest in Sinoe County.

Similar to the situation in SEWACAJUA, WAFDI stopped operating in Geegbahn in 2024. In both instances, the company faced the same issues: unpaid royalties, abandoned logs and failure to implement community projects. Geegbahn filed legal action against the company and won its suit in 2025. The court awarded the community the right to seize and sell the company's machinery to satisfy its debts. However, the United Bank of Africa (UBA) in Liberia claimed that the company also had outstanding debts with them and therefore filed a request with the court for a share of the proceeds generated from the sales.

In March 2024, SEWACAJUA, represented by its Chief Executive Officer, Oliver C. Clarke, filed a lawsuit against the management of Mandra Forestry Liberia Limited. The suit filed at the Sixth Judicial Circuit Court in Montserrado County named Mr Augustine B. M. Johnson as General Manager of Mandra.

The community accused Mandra of multiple non-compliance issues: harvesting trees below the legal diameter and letting them rot in the forest; failing to pay cubic metre fees for the harvested logs; and not fulfilling contractual obligations, such as constructing latrines, water wells with hand pumps to provide safe drinking water, and building schools. The community argued that these failures constituted breaches of the agreement and therefore sought to cancel the contract with Mandra. In June 2024, the court granted SEWACAJUA's request, leading to the termination of the agreement with Mandra. The company owes the community an estimated \$49,000 in United States dollars related to cubic metre fees, land rental, and scholarships.

Three months following the cancellation of the contract with Mandra, SEWACAJUA entered into negotiations with another logging company, DEPT Ltd.,

footnotes

¹Commercial Use Contract between Mandra and Sewacajua, Section 9.

culminating in the signing of a Commercial Use Contract (CUC) on September 30, 2024. The negotiation and the resulting agreement have the hallmarks of bad governance that characterised the negotiation and agreement with Mandra.

Recurring Challenges

The issues SDI raised in 2018, related to the CFMA process and the contract negotiation between Mandra and SEWACAJUA, remain relevant today.

First, local elites continue to prioritise their own interests over the collective interests of the broader community. For example, those who negotiated on behalf of the community secured lucrative benefits for themselves. For instance, they secured various managerial positions with the company, while one of them secured a contract to conduct logging on behalf of the company.

Second, leadership and community-wide meetings have been irregular, raising questions about the legitimacy and legality of decisions made by the CFMB. Community members complain, and members of the leadership confirm, that they have not had a meeting in a very long time; yet, the leadership continues to make critical decisions on behalf of the community without their input.

For example, the CFMB, after almost a year of dormancy, held a meeting on 30th September 2024, which then coincided with the signing of the Commercial Use Contract (CUC) with DEPT Ltd. Additionally, there had been no prior community-wide meeting to discuss and decide on what the community would do with its CFMA after the cancellation of the contract with Mandra. In this instance, the CFMB leadership neither communicated with nor sought the community's input on the negotiation before finalising the contract with DEPT Ltd. When the SDI visited the community in April 2025, more than six months after signing the contract with DEPT Ltd., the CFMB had still not formally communicated with the broader community.

Third, there is a breakdown of communication and engagement between the Community Assembly, the Executive Committee and the CFMB leadership. Specifically, there are serious concerns about the breakdown in the relationship between the

Chair of the Executive Committee and the Chief Officer, particularly regarding decisions made against the wishes of the broader community. This is already negatively affecting the community as they do not stand together in defence of the community's rights.

For example, during a Focus Group meeting with key stakeholders in April 2025, all participants expressed concern that they had not received any information on the Land Rental Fees now due under the contract with DEPT Ltd. The Focus Group participants, including the Chief Officer, agreed that the Land Rental Fees should be settled before the company begins felling operations. They, however, reported that the company had started felling trees without paying the Land Rental Fees. The Chair of the Executive Committee responded and defended the company, misleadingly asserting that the company had a one-year grace period following the signing of the contract. The poor relationship between these community leaders, which was evident throughout the Focus Group meeting, evidently works against the community's interest and in favour of the company.

Fourth, the leadership is not transparent about the contract with DEPT Ltd and keeps the broader community in the dark about the contract's terms. For example, even though the Executive Committee has a copy of the contract with DEPT Ltd., it has not distributed copies to the members of the Community Assembly. As a result, community members lack information regarding the agreement with DEPT Ltd., which has led to differing expectations across the community.

According to the Chair of the Executive Committee, DEPT Ltd. began felling logs in November 2024 and stated that the FDA had informed them that the shipment of logs would trigger the land rental payment, not the signing of the contract. This interpretation contradicts the law.

The Community Rights Law of 2009 states that under a commercial contract with an Authorised Forest Community, "land rental as specified in FDA Regulation 107-07 Section 33 (a) and (b) shall be paid according to that regulation".

footnotes

²Mr. Johnson is currently a Chief Technical Advisor to FDA Managing Director, Hon. Rudolf J. Merab, Sr.

Under regulation 107-07, Land Rental Fees “are due **upon signing the contract** and on **the anniversary date of signing** for each year the contract is in effect. Failure to pay attracts a 5% interest after 30 days, and after 60 days, the prevailing interest rate issued by the Central Bank of Liberia applies.

Finally, the benefits from the logging operation are not being shared across the community. Two members of the Community Assembly, in conversations with SDI, suggested that the Gbalawein

Section of the community is disproportionately benefiting from the CFMA. They claim that employment opportunities have mainly benefited people from Gbalawein, while neglecting other sections of the community. They also complained of the contracts being awarded to individuals from Gbalawein. In response, the Chair of the Executive Committee, argued that the hiring and contract award decisions were made based solely on merit.

footnotes

³Community Rights Law (2009), Chapter 6, Section 6.5.

⁴FDA Ten Core Regulations 107-07, Sections 33 (b),(c) and Section 63

⁵FDA Ten Core Regulation 107-07, Section 63 (a) and (b)



SEWACAJULA COMMUNITY FOREST MANAGEMENT BODY

[SCFMB]

Gbalawin Wacaba Statutory District

Sinoe County, Liberia

Email: oliverclarke89@gmail.com

Cell #: (+231)880664490/778808665

Monday, November 24, 2025

Mr. Wilfred Gray-Johnson
Executive Director
Sustainable Development Institute (SDI)
Monrovia, Liberia

SUBJECT: RESPONSE TO SDI'S FINAL BRIEFING ON SEWACAJUA COMMUNITY FOREST MANAGEMENT BODY (CFMB) AND DEPT LTD. COMMERCIAL USE CONTRACT (CUC)

Dear Mr. Gray-Johnson,

The leadership of the SEWACAJUA Authorized Forest Community extends its compliments and acknowledges receipt of the final briefing recently forwarded to us by SDI regarding the governance of the SEWACAJUA Community Forest and the negotiation of the Commercial Use Contract (CUC) with DEPT Ltd. We appreciate SDI's role as a civil society organization committed to supporting community forest governance. However, we categorically reject and clarify a number of allegations contained in your publication which misrepresent the facts, undermine community structures, and do not accurately reflect the legal processes that governed our actions.

What follows is our official and evidence-based rebuttal.

1. Misrepresentation of Governance and Leadership Roles

SDI's report claims that "local elites prioritized their own interests" and "secured managerial positions or contracts" with DEPT Ltd. This assertion is patently false.

Under the **Community Rights Law (CRL)** and its accompanying regulations, the only legally recognized body authorized to negotiate contracts on behalf of the community is the **Community Forest Management Body (CFMB)**. All negotiations with DEPT Ltd. were undertaken by the CFMB in strict adherence to the law.

Clarifications:

- **No member of the CFMB, Executive Committee (EC), or Community Assembly (CA) holds any managerial position or private contract with DEPT Ltd.**
- **No individual received preferential benefits, employment arrangements, or side contracts as alleged.**
- **All negotiations were conducted in full compliance with the Community Rights Law (CRL), the CFMA Implementing Regulations, and the SEWACAJUA Community Assembly Constitution.**

2. Legitimacy of Meetings and Decision-Making Processes

SDI claims meetings were “irregular” and that decisions lacked legitimacy. This is factually incorrect.

Meeting Frequency

- The law mandates at least two community-wide meetings per year.
- SEWACAJUA exceeded this requirement. Between 2020 and 2024, twenty one major community meetings were convened, before, during, and after the contract review process. These meetings were witness by FDA and Civil Society Organizations.

Meeting Regularity

- The CFMB, EC, and CA have maintained harmonious working relationships since their inception.
- No leadership crisis or governance breakdown has occurred within our structures.

Contract Negotiation Meetings

- SDI claims there was “no prior community-wide meeting” regarding the CUC with DEPT Ltd.
This is incorrect.

Four sequential meetings were held after the court’s cancellation of the Mandra Forestry Liberia Limited agreement, specifically to discuss the community’s next steps, review the draft CUC, and chart the negotiation process.

3. Transparency of the DEPT Ltd. Commercial Use Contract (CUC)

The claim that the contract was “not transparent” and “kept from the broader community” is unfounded.

Transparency Measures Taken

- The draft CUC was circulated to the community 14 days prior to signing, consistent with CRL guidelines.
- The signing ceremony was public, open, and facilitated by the Forestry Development Authority (FDA) with the presence of civil society organizations, including National Union of Community Forest Management Body (NUCFMB) representatives.
- The CA passed all resolutions regarding the contract publicly and unanimously.

There was no secrecy, and no exclusion of any community group, leadership body, or stakeholder.

4. On Governance, Compliance, and the Role of the CFMB

SDI’s report alleges “bad governance,” but fails to cite any single subsection of the law or the contract that SEWACAJUA has violated.

Key Facts

- Our leadership took the responsibility of SEWACAJUA in 2020 after the lawful removal of former Chief Officer Alfred N. Toteh and late EC Chairman John K. Nyenpan's and team.
- Since 2020, we have operated strictly within the CRL, Implementing Regulations, and our own constitution.
- There is no documented instance of mismanagement, procedural irregularity, or governance breakdown by the current leadership.

5. Misinterpretation of Land Rental Fee Provisions

SDI alleges that community leaders “misled” the community about land rental fees owed by DEPT Ltd.

This is a mischaracterization.

The position expressed by the EC Chair during the April 2025 focus group is aligned with the CUC, which was drafted using the standard CSO template, including contributions from SDI.

The provisions governing the payment timeline are clearly stated in the contract and were never violated by the community.

Furthermore:

- Community leaders cannot illegally close down company operations, as SDI suggests.
- The CUC provides specific penalties and enforcement procedures, and SEWACAJUA is legally bound to follow them, not ad-hoc measures suggested externally.

6. Equity in Distribution of Benefits and Locational Claims

SDI suggests that decisions were manipulated to benefit one section (Gbalawein) over others.

This is false and misleading.

Clarifications

- Gbalawein sits at the geographic center of the forest, and all four SEWACAJUA sections have citizens residing there.
- No benefit, cash or project, has ever been limited to one section. All benefits are allocated proportionately and transparently based on CA resolutions.
- The EC Chairman is not from Gbalawein, disproving claims of sectional bias. EC Chairman, Mr. Morris Suah held from Geelor's Town.

7. Compliance with the Law and Absence of Violations

SDI repeatedly alleges non-compliance but cites no legal provision violated.

We state categorically:

- SEWACAJUA has not violated any part of the Community Rights Law, CFMA Regulations, or its internal constitution.
- All engagements with DEPT Ltd followed the standard CSO-developed CUC template, including SDI's own inputs.

Conclusion

The allegations in SDI's final briefings are based on **misinterpretations, outdated information, and unverified claims.**

We remain committed to transparent governance, legal compliance, and equitable benefit-sharing. We welcome constructive engagements from SDI but will not allow inaccurate narratives to undermine the legitimacy of our community institutions.

We therefore respectfully request SDI to:

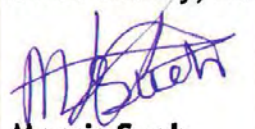
1. Revisit and correct the inaccurate claims documented in the final briefings before publication.
2. Engage SEWACAJUA leadership directly for factual briefings prior to future briefings.
3. Support, rather than undermine, the community's legally established governance structures.

We stand ready to provide any documentation, minutes, resolutions, or contract records necessary to verify this rebuttal.

Respectfully submitted,



Oliver C. Clarke
Chief Officer / CFMB
 SEWACAJUA Authorized Forest Community
 Sinoe County, Liberia



Morris Suah
Executive Committee Chairman
 SEWACAJUA Authorized Forest Community
 Sinoe County, Liberia

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Conclusions and Recommendations

Community forestry has the potential to support both socio-economic development at the community and national levels. Although the conduct and operations of most logging companies managing community forests leave much to be desired, there is still reason for cautious optimism, as the lessons learned can influence a positive change in direction if applied. Overcoming the challenges confronting Community Forestry in Liberia requires significant effort, resources, and a comprehensive approach to building capacity at the local level; however, this does not necessitate changes to the law that would strip communities of their rights.

Ongoing discussions regarding potential changes to the legal frameworks governing forests should aim to secure further **and strengthen community rights**. The goal should be to identify and address ambiguities or conflicting provisions in the laws to enhance existing rights and improve their implementation or enforcement. **Any attempt to roll back community rights is likely to ignite conflict** between the government and communities.

To demonstrate a commitment to making Community Forestry work in Liberia, three broad actions are recommended.

First, **strengthen community governance**. Civil society organisations interested in supporting communities should design and implement comprehensive programs and strategies to strengthen community governance. An initial step would be to utilise existing needs assessments that have been conducted, along with a desk review of literature and anecdotal accounts related to the Liberian experience, to gain a clearer understanding of the complex nature of the governance challenges faced by communities. Interventions should take a broader view of governance and what governance improvements entail, so that the roots of the problem are addressed appropriately. For example, develop and implement programs that are deliberately designed to enhance and strengthen the participation of women, girls and people living with disabilities in community forest governance.

Second, **strengthen the rule of law**. The FDA should implement concrete and verifiable measures to

strengthen law enforcement related to community forestry. This should begin with holding logging companies accountable for non-compliance with the terms of their agreements with communities and those that have violated various laws. Additionally, it should involve holding technicians responsible for non-enforcement of laws and regulations related to commercial activities in Community Forests accountable. By setting an example for companies and technicians now, the FDA will demonstrate that non-compliance will no longer be tolerated.

Third, **strengthen benefit-sharing arrangements**. Stakeholders should strengthen benefit sharing to ensure that communities' incomes are appropriately used for their benefit and fully accounted for. This will involve a two-track approach, starting with enhancing the capacity of community structures to effectively facilitate decision-making about benefits, implement agreed-upon decisions, and account for the monies they receive on behalf of their communities. It will also involve taking steps to fully enforce the provisions of Chapter 9 of the CRL regulation, which governs the management of income to CFMA.

To build momentum for change and secure the active participation of stakeholders at the community level, **civil society organisations should design and deliver impactful awareness-raising campaigns to enhance community awareness and understanding of their rights**. This could start with simplifying the legal framework to make it more accessible to stakeholders and at the community level, developing appropriate awareness programs (delivered using an appropriate medium/ media), and establishing and implementing a participatory monitoring framework that draws on lessons from the National Multi-stakeholder Monitoring Committee established under the VPA.

All of the above measures can be implemented without changes to the law, although some legal provisions may require clarification to enhance the chances of success.



The Sustainable Development Institute (SDI) works to transform decision-making processes in relation to natural resources and to promote equity in the sharing of benefits derived from natural resource management in Liberia. The organization's vision is a Liberia in which natural resource management is guided by the principles of sustainability and good governance and benefits all Liberians. Its activities cover a range of crosscutting issues including governance and management, the environment, state and corporate social responsibility, economic and social justice for rural populations, and the democratic participation of ordinary people in government management of natural resources. The organization received the Goldman Environmental Prize (the world's largest prize honouring grassroots environmentalists for outstanding environmental achievements) in 2006



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