

**Co-Management Agreement for the East Nimba Nature Reserve
between the Forestry Development Authority and the
Joint Community Forest Management Body of Sehyi, Gba and Zor Communities**

WHEREAS, our forests are among our greatest natural resources, an endowment from nature to the people of Liberia; and

WHEREAS, Sections 2.2 and 3.1(a) of the National Forestry Reform Law (NFRL) of 2006 empower the FDA to manage the forest estate of Liberia;

WHEREAS, the Nimba Mountains complex is internationally recognized as a high priority site for its biological richness; and

WHEREAS, the 2003 Act for the Establishment of the East Nimba Nature Reserve establishes the authority of the Forestry Development Authority of Liberia to promulgate rules and regulations for the purpose of managing the East Nimba Nature Reserve; and

WHEREAS, effective management of wildlife and protected areas is best achieved by the full involvement of those who live closest to them - taking their needs into consideration; and

WHEREAS, the 2006 National Forestry Reform Law and the Community Rights Law of 2009 recognize the use and management rights of communities; and

WHEREAS, Chapter 10 of the 2006 National Forestry Reform Law grants the Forestry Development Authority the power through regulation to transfer user and management rights to communities and the obligation to develop the capacity of communities for sustainable forest management; and

WHEREAS, the communities of Sehyi, Gba and Zor living around the East Nimba Nature Reserve have confirmed their willingness to participate in co-management of the said reserve and have organized themselves by forming a Joint Community Forest Management Body (hereinafter referred to as "JCFMB");

THEREFORE, in consideration of the foregoing premises,

A Co-Management Agreement (hereinafter referred to as the "Agreement") is made for the East Nimba Nature Reserve, hereinafter referred to as ENNR, and entered into by and between the Government of Liberia, represented by the Forestry Development Authority, hereinafter referred to as "FDA", and the Community Administrations of Sehyi, Gba and Zor, represented by their JCFMB, collectively referred to as "The Parties".

Article I. AUTHORITY

Section 1.01. The FDA is the legislatively mandated agency responsible for the management of the ENNR and has the authority to enter into this Agreement under Section 2.2 of the 2003 Act for the Establishment of the East Nimba Nature Reserve.

Section 1.02. The JCFMB is the representative body of the Sehyi, Gba and Zor communities, hereinafter referred to as "the Communities" and represents the ENNR co-management interests of these Communities. The JCFMB has the authority to enter into this Agreement on behalf of these Communities as attested by the attached signatures of the Sehyi Clan Chief, Gba Clan Chief and Zor Paramount Chief and the Commissioners of Sanniquellie-Mah, Yarmein and Gbehley-Geh districts.

Article II. PURPOSE

Section 2.01. The JCFMB, representing the Communities' ENNR interests, and FDA, representing the interests of the citizens of Liberia, desire to work in partnership in order to:

- (a) Establish a management body for the co-management of the ENNR made up of representatives of the JCFMB and FDA and hereinafter referred to as the ENNR Co-Management Committee.
- (b) Promote the conservation and management of biodiversity in the ENNR and jointly reduce and/or avoid threats to that biodiversity.
- (c) Establish a process of shared responsibilities regarding the management of the ENNR.
- (d) Provide information to the Communities and raise awareness about management, conservation and the value of forest resources to the community and the nation.
- (e) Ensuring sharing of the costs and benefits of ENNR management.
- (f) Identify and resolve, through a consultative process, any conflicts that may arise in the management and conservation of resources in the ENNR.
- (g) Ensure the effective and efficient management of the ENNR for this and future generations.

Article III. GUIDING PRICIPLES

Section 3.01. One of the best ways to conserve and manage the resources of the ENNR is through a partnership between the JCFMB and FDA.

Section 3.02. A key to the success of this partnership is to incorporate the spirit and intent of co-management by building trust and by establishing close cooperation between the Parties. Shared decision making shall be through consensus, based on mutual respect and understanding.

Article IV. OPERATIONAL STRUCTURE

Section 4.01. The Parties agree to establish a co-management body to be called the ENNR Co-Management Committee, hereinafter referred to as the CMC. The implementation of this Agreement is based upon the Constitution attached in Annex A.

Section 4.02. Upon effect of this Agreement the FDA shall appoint six (6) members to the CMC to represent the FDA. The JCFMB membership comprising also of six (6) shall be in equal proportion of two (2) persons each from Sehyi, Gba and Zor to represent the Communities. The members of the CMC will serve at the pleasure of the Party by which they are appointed. The CMC shall decide on the chairperson at the first meeting. Each party shall select a co-chair to the CMC. One (1) co-chair shall be a representative of the FDA and one (1) a representative of the JCFMB.

Section 4.03. The CMC shall hold at least four (4) meetings a year and may hold other meetings, as necessary, at the request of either party. The CMC meetings will be held and conducted at the ENNR Headquarter Office unless mutually agreed otherwise. A quorum of two thirds (2/3) of the CMC members is required to conduct a meeting. Decisions of the CMC shall be through consensus, based on mutual respect.

RIGHTS AND OBLIGATIONS

Section 4.04. The Co-Management Committee shall:

- (a) Provide management oversight for implementation of the Agreement and five (5) year Co-Management Plan, and enforcement of Protected Area Law.
- (b) Identify and prioritize training and support to Community members for co-management activities. This may include: enforcement, monitoring of biodiversity, and biodiversity surveys.
- (c) Jointly agree on the criteria and standards for hiring of Community members.
- (d) Identify donors, and develop and submit an annual budget to partners to fulfill specific responsibilities stated in this Agreement for each quarter that the Agreement is in effect, based on Action Plans prepared by the CMC. The CMC will disburse funds provided by partners and provide an accounting of the funds to partners.

Section 4.05. The FDA shall:

- (a) Provide guidelines, training and other technical assistance to the members of the CMC on jointly identified topics including management planning, enforcement, biodiversity monitoring and biodiversity surveying.
- (b) Support awareness raising activities of the CMC through technical support regarding the management and protection of ENNR.
- (c) Ensure that ENNR co-management activities are carried out according to Protected Area Law.

Section 4.06. The JCFMB/Communities shall:

- (a) Contribute to the development of a five (5) year Co-Management Plan, and annual work plans for ENNR.
- (b) Conduct awareness raising activities regarding the management and protection of ENNR.
- (c) Organize community-based work teams to be trained for co-management planning and other management activities.
- (d) Seek guidance from FDA on the management of land close to the ENNR boundary line.
- (e) Provide land, where the area belongs to the communities, for construction of park infrastructures for the use of CMC, FDA and JCFMB.

Article V. FUNDING

Section 5.01. Recognizing that costs may be associated with the implementation of this Agreement, the Parties agree that:

- (a) Any requirement of this Agreement for the obligation or expenditure of funds by the CMC, JCFMB or FDA for the use of staff or agency resources shall be subject to the availability of appropriate funds.
- (b) The FDA, JCFMB and CMC will assist each other to seek funding from a variety of sources to support co-management of the ENNR.

Article VI. EFFECTIVITY, SUSPENSION AND TERMINATION OF THE AGREEMENT

Section 6.01. The Agreement shall take effect immediately upon signing by all parties concerned and shall continue to be effective for a period of five (5) years from the date of signing. Thereafter the parties concerned shall negotiate for the renewal of the Agreement for a similar period.

Section 6.02. The FDA may terminate the Agreement and shall notify the JCFMB in writing signed by the Managing Director. The JCFMB may terminate the Agreement and shall notify the FDA in writing signed by the chair of the JCFMB.

Article VII. AMENDMENT

Section 7.01. Upon the proposal of any of the parties, this Agreement may be amended as mutually agreed by all parties concerned.

Article VIII. ARBITRATION

Section 8.01. In case of any conflict relating to this Agreement that the Parties cannot resolve by themselves, arbitration shall be done in a meeting chaired by a representative of the FDA and a chair from the Communities. If this fails to resolve the conflict, a further meeting shall be held to be chaired by a third party mediator to be jointly selected and agreed upon by the FDA and the JCFMB. If still this fails, the matter shall be brought to the proper Courts for settlement.

Section 8.02. Either party shall have the rights to engage a legal adviser or any suitable party for assistance.

The provisions of this Agreement have been thoroughly discussed and fully negotiated in a language understandable to all parties concerned. The Agreement is hereby signed in 2 original copies, a copy each for the JCFMB and FDA.

For the JCFMB:

For the Government:

SAYE THOMPSON
Chairman, JCFMB

PP. [Signature] Deputy MD
Managing Director, FDA

Date: 24/03/2016

Date: 24/03/16

Attested by:

[Signature]
Commissioner of Sanniquellie-Mah Administrative District

Date: _____

[Signature]
Commissioner of Gbehley-Geh Administrative District

Date: 24/03/2016

[Signature]
Yarrein Administrative District

Date: 24/03/2016