

ATTACHMENT C: CO- MANAGEMENT AGREEMENT

**Co-Management Agreement for the East Nimba Nature Reserve between
Forestry Development Authority, and
the Joint Forest Management Committee 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 Forest Management Committee (hereinafter referred to as “JFMC”);

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 Forestry Development Authority, hereinafter referred to as “FDA” and the Community Administrations of Sehyi, Gba and Zor, represented by their (JFMC), 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 JFMC is the representative body of the Sehyi, Gba and Zorcommunities of hereinafter referred to as “the Communities” and represents the ENNR co-management interests of these Communities. The JFMC 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 JFMC, 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 JFMC 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 use and management of the ENNR;
- (d) Provide information to the Communities and raise awareness about sustainable use, management, and conservation and the value of forest resources to the community and the nation;
- (e) Ensure 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; and
- (h) Assist the management of the ENNR.

Article III. GUIDING PRINCIPLES

Section 3.01 One of the best way to conserve and manage the resources of the ENNR is through a partnership between the JFMC 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, to provide guidance and oversight for the implementation of this Agreement.

Section 4.02 Upon effect of this Agreement the FDA shall appoint six (6) members to the CMC to represent the FDA. The JFMC 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 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 JFMC.

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 Headquarters Office unless mutually agreed otherwise. A quorum of two thirds 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) In consultation with Communities, develop, draft and submit to FDA for approval, rules for ENNR management regarding control of hunting, mining, fishing, farming, settlement, and wildlife protection within the ENNR; domestic animal control; fire control; illegal entry; and non-Timber Forest Product (NTFP) collection and management.
- (b) Provide management oversight for implementation of the Agreement and five (5) year co-management Plan, and enforcement of ENNR rules and regulations.

- (c) Identify and prioritize training and support to Communities for co-management activities. This may include: enforcement, monitoring of biodiversity, and biodiversity surveys.
- (d) Jointly agree on the criteria and standards for employment of Community members.
- (e) Submit a quarterly budget to FDA to fulfill specific responsibilities stated in this Agreement for each quarter that the Agreement is in effect based on Action plans prepared jointly by the CMC. The CMC will disburse the annual funds provided by FDA and provide an accounting of the funds to FDA. Any unused funds will be returned to FDA.
- (f) Jointly identify and distribute sources of revenue that can be shared jointly between the Communities and FDA.

Section 4.05 The FDA will:

- (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 JFMC through technical support and provision of materials regarding control of farming, hunting, mining, fishing, fire, domestic animal control, illegal entry; wildlife protection; and NTFP collection.
- (c) Provide annual funds to the CMC to carry out the annual work plan activities.
- (d) Ensure that forest co-management activities are carried out according to rules and regulations applicable in the ENNR, and in case of violations, impose the pertinent fines and other penalties.
- (e) Support community-management of identified and protected cultural sites within the ENNR

Section 4.06 The JFMC 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 of the JFMC through technical support and provision of materials regarding control of farming, hunting, mining, fishing, fire, domestic animal control, illegal entry; wildlife protection; and NTFP collection.
- (c) Organize community-based work teams to be trained for co-management planning and other management activities.

- (d) Consistent with the five (5) year co-management plan and other rules and regulations jointly developed for ENNR, oversee ENNR forest use by villagers and regularly monitor settlement, hunting, mining, fishing, farming, wildlife protection, domestic animal control, illegal entry, and collection of various forest products and other customary forest-use activities.
- (e) Seek guidance from the FDA on ENNR Buffer Zone Management.
- (f) Identify and protect cultural sites within the ENNR.

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, JFMC or FDA for the use of staff or agency resources shall be subject to the availability of appropriated funds.
- (b) The FDA, JFMC and CMC will assist each other to seek funding from a variety of sources to support co-management of the ENNR.
- (c) The FDA will review the annual budget and will assist with the obligation and provision of funding as deemed appropriate under the authorities specified in this Agreement.

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

Article VII. AMENDMENT

Section 7.01 Upon the proposal of any of the parties, agreement may be amended as mutually agreed by all the 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 JFMC. 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 - original copies, a copy each for the JFMC and FDA.

For the JFMC:


SAYE Thompson
Chairperson, JFMC

Date: 9/18/2010

For the Government:


Moses D. Wogbetor
Managing Director, FDA

Date: 9/18/2010

Attested by:


G. Sandra Blanton
Commissioner of Sannioullie-Mah Administrative District

Date: 9/18/2010


John A. Quate
Commissioner of Gbehlay-Geh Administrative District

Date: 9/18/2010

Samuel S. Boniton
Yarhein Administrative District

Date: 9/18, 2010.