

Social Agreements Handbook



Forestry Development Authority

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1. Purpose and Scope of Social Agreements

The requirement to have Social Agreements in place between companies operating under a Forest Resource License and Communities likely to be affected by those operations is designed to ensure that the operations under the Forest Resource License do not significantly affect the interests of the affected communities. “Interests” for purposes of this definition may be an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature. The Agreement(s) are intended to define the mutually beneficial needs of both parties so that TSC or FMC contractual obligations can be fulfilled while seeking to respect the interests of the community and minimize the effects to the communities interests as much as feasibly possible. The scope of the social agreements is intended to primarily address code of conduct issues with respect to how operations under the Forest Resource License affect the community’s interests.

2. Guidelines for Social Agreement Requirements

The following includes the complete copy of Part Three: Social Agreement from Regulation No. 105-07, Regulation on Major Pre-Felling Operations under Forest Resources Licenses. The ***bolded italicized*** text is the FDA’s interpretation and is intended to guide the development and implementation of social agreements. In areas in which no interpretation is provided, the regulatory language is deemed sufficient to facilitate the development and implementation of the social agreements.

PART THREE: SOCIAL AGREEMENT

Section 31. Duty to Negotiate Social Agreement; Duration

(a) The Holder shall negotiate one or more social agreements for the benefit of all Affected Communities with respect to the area to be logged under the Forest Resources License.

FDA: to facilitate the development and implementation of a Social Agreement, the goal is to develop only one social agreement for a TSC. The scale of a FMC could necessitate more than one social agreement but the goal should be to limit the number of social agreements to facilitate the development and implementation. The key element to consider in regards to the number of social agreements required is whether or not the interests of the affected community are adequately being represented.

Separate social agreements are not necessary when TSC boundaries cross county administrative boundaries. Again, the issue is whether or not the affected communities can be adequately represented by the Community Forestry Development Committee.

(b) A social agreement negotiated and executed under this Regulation has a duration of five years (for FMCs) or three years (for TSCs).

FDA: The social agreement is in effect for the duration of TSC and will be reviewed every 5 years for an FMC.

(1) The Holder shall ensure that at all times, for the duration of the Forest Resources License, a social agreement for the benefit of all Affected Communities is in force with respect to the area to be logged.

FDA: Self-explanatory

(2) The Holder may not fell trees unless a social agreement for the benefit of all Affected Communities is in force with respect to the area to be logged.

FDA: Self-explanatory

Section 32. Affected Communities; Representation by Community Forestry Development Committees

NOTE: See section 3 of this handbook for information related to the organization of CFDC's.

(a) The Holder shall give notice of its intent to conduct negotiations with representatives of Affected Communities by:

(1) Publication of a notice in a newspaper of general circulation in the area, if one exists; publication of a notice in a newspaper of general circulation in Monrovia; and announcement on national radio stations and community radio stations with coverage in the area; and

FDA: Self-explanatory

(2) Sending written notice to Persons on any forest management stakeholder list maintained under Authority Regulation No. 101-07, concerning public participation.

FDA: Self-explanatory

(b) The Holder shall identify as an Affected Community each community—

(1) Maintained on the list of Affected Communities identified by the Authority during the concession allocation process or the local validation process for the Forest Resources License; and

FDA: Review the communities identified in the justification document as part of the local validation process.

(2) Any other community—

(A) Located within the geographic area that will be logged under the Forest Resources License;

FDA: The affected communities here are those within the TSC and FMC boundaries. These communities have been identified and can be found in the justification document.

(B) Located adjacent to the geographic area that will be logged under the Forest Resources License;

FDA: The affected communities here are those generally within 3 km of the TSC and FMC boundaries. These communities have been identified and are identified in the individual justification documents.

(C) Whose members use Natural Resources located in the geographic area that will be logged under the Forest Resources License;

FDA: The members who use natural resources are considered to be those that reside generally within 3 km of the TSC and FMC boundary.

(D) Determined to be affected through the local validation process established by Part Six of Authority Regulation No. 102-07, concerning forest land use planning, with respect to the area that will be logged under the Forest Resources License; or

FDA: The communities identified in the justification documents as part of the local validation process are considered to be an affected community.

(E) That, for any other reason, is likely to be affected by the Operations of the Holder.

FDA: This aspect is to be resolved through the affected community vetting process described in section (d) thru (i) below.

(c) The Holder shall maintain a list of Affected Communities for its Forest Resources License.

FDA: Self-explanatory

(d) Any individual who believes that the Holder should have identified the individual's community may ask the Authority to review the decision of the Holder not to include the community.

(1) Following receipt of a request under this Subsection, the Authority shall determine whether the community satisfies the definition of an Affected Community set forth in Section 1(a) of this Regulation.

(2) The Authority shall issue any determination made under this Subsection in writing and notify the Holder and the requesting individual of its determination.

(e) For purposes of this Regulation, the Holder may negotiate and enter into social agreements for the benefit of Affected Communities only with a Community Forestry Development

Committee that satisfies the requirements of Part Six of this Regulation, or with an interim representative selected under Subsection (f)(2) of this Regulation.

FDA: Self-explanatory

(f) If the Holder determines that one or more Affected Communities is not represented by a Community Forestry Development Committee, the Holder shall report this determination to the Authority, which shall use its best efforts to ensure that all Affected Communities are brought under the representation of existing or new Community Forestry Development Committees.

FDA: Self-explanatory

(1) The Authority may take steps to facilitate the prompt establishment of a new Community Forestry Development Committee to represent an unrepresented Affected Community.

FDA: New Community Forestry Development Committees (CFDC's) are not necessarily required to represent underrepresented affected communities; but rather underrepresented affected communities should be represented in existing CFDC's.

(2) The Authority may, in coordination with civil society organizations, facilitate a process of participatory selection of an interim representative for an unrepresented Affected Community, until that Affected Community can be represented by a Community Forestry Development Committee.

FDA: The language is more appropriately interpreted to include the requirement for FDA to facilitate a process to have interim representation of an affected community on existing CFDC's.

(g) The Holder shall maintain a list of Community Forestry Development Committees representing Affected Communities for its Forest Resources License.

FDA: Self-explanatory

(h) The Holder shall negotiate one or more social agreements with Community Forestry Development Committees representing the Affected Communities for the Holder's Forest Resources License.

FDA: To facilitate the initial development and ease of implementation of a Social Agreement, the goal should be to develop and maintain only one social agreement for an individual TSC. The scale of a FMC could necessitate more than one social agreement but the goal should be to limit the number of social agreements to facilitate the development and overall simplicity of implementation and management. The key element to consider in regards to the number of social agreements required is whether or not the interests of the affected community are adequately represented.

Separate social agreements are not necessary when TSC boundaries cross county administrative boundaries. Again, the issue is whether or not the affected communities can be adequately represented by the Community Forestry Development Committee.

(i) Community Forestry Development Committees may seek the assistance of experts, legal counsel, civil society organizations, or any other person to help them effectively represent Affected Communities in negotiating or administering a social agreement with the Holder.

FDA: Civil Society should be invited to participate in the development of CFDC's and in the negotiation of Social Agreements.

Section 33. Contents of Social Agreement

(a) A social agreement negotiated between a Holder and one or more Community Forestry Development Committees must contain all of the following elements:

(1) A code of conduct that governs:

(A) The rights (including access rights) and responsibilities of members of the Affected Communities; and

(B) The rights and responsibilities of the Holder and the Holder's employees, contractors, and other associates.

FDA: Code of Conduct information in Social Agreements should include a negotiated agreement of the following issues, rights and responsibilities:

RESPONSIBILITIES OF HOLDER:

- *Describe how holders operation are designed to minimize effects to traditional practices such as taboo day, sacred sites, and the range of taboo animals/plants, medicinal plant sites, hunting ground, non timber forest products sites.*
- *Describe how existing water collection points are protected and maintained.*
- *Describe how timber operations are timed to minimize disruption to subsistence agricultural activities.*
- *Describe how timber operations respect the existing cash crops.*
- *Describe the level of participation of company in community development programs.*
- *Describe the conditions, if any, under which the Holder will provide transportation.*
- *Describe the proposed road building and maintenance in and adjacent to the contract area.*
- *Describe how the Holder will abide by terms and conditions of Social Agreement.*
- *Describe the extent to which timber products will be made available to the community.*
- *Description of meeting schedule with CFDC's and affected community to discuss any issues.*

RESPONSIBILITIES OF AFFECTED COMMUNITY:

- *Describe how activities of members of affected community will strive to minimize the expansion of subsistent agriculture activities within Contract Area including a description of communities efforts to encourage low land agriculture development..*
- *Describe how affected communities will discourage unnecessary fire disposal and encourage fire safe practices.*
- *Describe existing cash crops and how these crops will be managed to not conflict with harvest operations..*
- *Describe under what conditions the affected community can request transportation.*
- *Describe how the affected community will use the proposed roads and how they expect to benefit from existing and planned roads in and adjacent to contract area.*
- *Describe how the affected community will abide by terms and conditions of Social Agreement.*
- *Describe the needs for commercial forest products from within the contract areas.*

The Authority shall make model codes of conduct freely available on the Internet and shall, upon request, provide paper or electronic copies of model codes of conduct to Holders, Community Forestry Development Committees, and Affected Communities.

FDA: The FDA will provide copies of social agreements that will include code of conducts from other TSC's. The FDA will post social agreements on the internet as well.

(2) A description of the financial benefit that the Affected Communities will receive from the Holder, subject to the minimum requirement established by Section 34 of this Regulation.

(3) A requirement that the Holder pay the amount of the negotiated financial benefit on a quarterly basis into an interest-bearing escrow account that the Holder shall maintain in trust on behalf of all Affected Communities.

FDA: Self explanatory see section 34 for information on minimum financial benefit.

(4) A requirement that the Holder release funds from the escrow account for the benefit of an Affected Community only upon written request by a Community Forestry Development Committee, and only if—

- (A) The request satisfies the requirements of Part Six of this Regulation; and
- (B) The Authority consents to the request.

FDA: Self explanatory. The Contracting Officer for FDA is responsible for consenting to the request for disbursement.

(5) A practical mechanism for resolving disputes that may arise between the Holder and members of Affected Communities.

FDA: See dispute resolution section per section 37.

(b) Subject to the requirements and limitations of this Section, the Holder and Community Forestry Development Committees may agree to terms that are tailored to the local context.

FDA: Self explanatory

Section 34. Minimum Financial Benefit under Social Agreements

The total annual financial benefit provided by the Holder for the benefit of all Affected Communities with respect to logging under the Forest Resources License, under one or more social agreements, must equal or exceed US \$1 per cubic meter of Logs harvested annually under the Forest Resources License, based on verifiable information recorded in the chain of custody system.

FDA: The FDA recommends that this minimum financial benefit under social agreement for TSC's be limited to no more than US \$1 per cubic meter at this time. The recommendation is based upon an understanding of the business models and the start up costs for these business and the various fees associated with obtaining a Forest Resource License. This figure may be revisited in future TSC's but the US 1\$ per cubic meter is expected to be adhered to for the first 6 TSC's . For FMC's, it is recommended that no more than US \$1.50 per cubic meter at this time. This figure is expected to be revisited for FMC's every 5 years to ensure the Holder is still able to ensure adequate production and to ensure the communities economic benefits are being fully realized.

The financial benefit component of a social agreement is the forum in which communities can negotiate the financial terms they require in order to build and maintain facilities (schools, clinics, palava hut, bridges) and or job training.

Section 35. Public Meetings with Affected Communities and Execution of Social Agreement

(a) In negotiating a social agreement with Community Forestry Development Committees, the Holder shall afford each Community Forestry Development Committee and the Affected Communities that it represents the opportunity to participate in at least one public meeting, facilitated and attended by the Authority, to ask questions about and express views on community rights and benefits under the Forest Resources License.

FDA: This section must be considered along with section 72 which describes organization of CFDC.

(1) At each public meeting, the Holder shall—

(A) Describe to participants the Forest Resources License and its likely effects on the community;

FDA: FDA and Holder description of operations should describe TSC/FMC and length of contracts.

(B) Respond to participant questions about the Forest Resources License; and

FDA: self-explanatory.

(C) Allow each participant an opportunity to comment—orally, in writing, or both—on the Forest Resources License.

FDA: self-explanatory.

(2) The Holder shall conduct each public meeting in English and any local vernacular necessary to ensure community understanding.

FDA: self-explanatory.

(3) The Holder shall open each public meeting to all members of the public, including, but not limited to, community members, industry representatives, government officials, members of civil society organizations, and the media.

FDA: members of civil society organizations should be asked to attend.

(4) The Holder shall use best efforts to involve women, youth, and other historically excluded groups in each public meeting.

FDA: self-explanatory.

(5) The Holder shall select the location for each public meeting so as to ensure maximum participation by Affected Communities. Factors that the Holder may consider include—

(A) Proximity to Forest Lands and communities likely to be most directly affected by the Forest Resources License;

(B) Ease of access by community members; and

(C) Whether the venue is sufficiently large to accommodate all participants who are likely to attend.

FDA: The meeting should be held in a Town that is agreed upon by all CFDC members and be open to any and all members of the public.

(6) The Holder shall advertise the purpose, date, time, and location of each public meeting at least 15 days in advance.

FDA: self-explanatory

(7) The Holder shall advertise each public meeting as follows:

(A) By notifying local government officials and community leaders, including District Commissioners, Corps of Officers, Township Commissioners, City Mayors, Paramount Chiefs, Clan Chiefs, Landlords, General Town Chiefs, Town Chiefs, Quarter Chiefs, all members of Community Forestry Development Committees, and village heads;

(B) By running radio advertisements in the area of the public meeting;

(C) By posting signs in English and any necessary local vernacular at the nearest Authority regional office; and

(D) By any other method that the Holder may devise to ensure maximum participation by Affected Communities, tailored to the specific locality and community needs.

FDA: self-explanatory

(b) The Holder shall ensure that the social agreement is signed in duplicate originals, with the Holder retaining one original version and the Community Forestry Development Committee representative retaining the other original.

FDA: The FDA will also need a copy of the signed social agreement.

Section 36. Oversight and Attestation by the Authority

(a) The Holder shall submit its executed social agreement to the Authority for attestation.

(b) Upon receipt of an executed social agreement, the Authority shall review it for completeness, accuracy, and conformity with the requirements of the National Forestry Reform Law of 2006, this Regulation, the Forest Management Guidelines, the Code of Forest Harvesting Practices, and the terms of the Holder's Forest Resources License.

FDA: self-explanatory

(c) If the Authority requires additional information to determine whether the executed social agreement is complete, accurate, and in conformity with law, or whether the agreement represents the will of the Affected Communities, the Authority may request further information from the Holder, from Community Forestry Development Committees, or from any other source.

FDA: self-explanatory

(d) If the Authority determines that the social agreement is incomplete, inaccurate, or otherwise not in conformity with law, the Authority shall reject the agreement and provide to the Holder

and the Community Forestry Development Committee a written explanation of the reason for its decision.

(1) The Authority shall decline to attest to a social agreement on reasonable suspicion of inadequate public consultation, including either of the following:

(A) Negotiations between the Holder and Community Forestry Development Committees omitted the interests of one or more Affected Communities.

(B) The signature made on behalf of a Community Forestry Development Committee was not knowingly and voluntarily given.

(2) The Holder may seek to remedy any insufficiencies in the social agreement identified by the Authority and, after further negotiations with the Community Forestry Development Committees and execution of a new agreement, submit a revised social agreement to the Authority for review.

FDA: self-explanatory

(e) If the Authority determines that the social agreement is complete, accurate, and in conformity with law, the Authority shall attest to the agreement.

FDA: self-explanatory

(f) The Authority shall promptly conduct any review required by Subsection (b) of this Section and shall not withhold attestation to a social agreement that substantially satisfies the requirements of this Part.

FDA: self-explanatory

Section 37. Dispute Resolution

(a) In the event that the Holder and a Community Forestry Development Committee cannot in good faith agree to the terms of a social agreement under this Part, the Authority shall use best efforts to resolve outstanding differences between the Holder and the Community Forestry Development Committee.

FDA: In the event of a dispute at this stage, the FDA along with civil society representatives will initiate mediation between the Holder and CFDC for the purposes of resolving any differences.

(b) If the Holder and the Community Forestry Development Committee cannot, with the assistance of the Authority, resolve their differences, either may request non-binding, third-party mediation, the expense of which shall be borne by the Holder.

FDA: Local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as parties in the third-party mediation.

(c) If the Holder or the Community Forestry Development Committee is dissatisfied with the results of the mediation, either may request binding arbitration, the expense of which shall be borne by the Holder.

(d) Either the Holder or the Community Forestry Development Committee may appeal the result of the binding arbitration to a court of competent jurisdiction in the Republic.

FDA: If not resolved by the steps a and b above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.

3. Guidelines for Community Forestry Development Committees

The following includes the complete copy from Part 6, section 62 of Part Three: Social Agreement from Regulation No. 105-07, Regulation on Major Pre-Felling Operations under Forest Resources Licenses. The ***bolded italicized*** text is the FDA's interpretation and is intended to guide the development and implementation of Community Forestry Development Committees (CFDC's). In areas in which no interpretation is provided, the regulatory language is deemed sufficient to facilitate the development and implementation of the community forestry development committees.

Section 62. Community Forestry Development Committees

Note: The TSC or FMC Holder must negotiate the Social Agreement with the authorized Community Forest Development Committee(s). Community Forest Development Committees need to be established in conformance with the following regulatory language Part Six section 62.

(a) A Community Forestry Development Committee must consist of at least five members who are residents of the community or communities that the Committee represents.

FDA: The CFDC should have an organization that includes at a minimum the following positions: Chairperson(1), Co-Chair(1), Secretary(1), Treasurer(1), Chaplain(1), other members up to an additional 5. The CFDC should be limited to 10 total members to facilitate discussions and agreements.

(b) All members of a Community Forestry Development Committee must be freely and fairly elected by residents of the community or communities represented by the Committee.

(1) The Authority shall work with civil society organizations and the public to develop uniform standards by which membership elections are to take place.

(2) The Authority and civil society organizations, upon request by community members, may help to facilitate membership elections.

(c) A Community Forestry Development Committee must provide a means for all residents that it represents, including women and youth, to have their views heard and considered.

FDA: Process is to organize a community meeting in affected community as represented by a Town¹, to explain the need for Community Forest Development Committees and the need for Social Agreements in order for contract operations to begin. The community meeting should make special effort to communicate the mission objective with underrepresented classes, especially, women and youth. Affected Communities need to nominate individuals to stand for election within affected community. An election will be held to determine who will represent the affected community on the CFDC. A secret ballot is the preferred method for election. A by-law and constitution will be written with the assistance of FDA to specify how the individual on CFDC will represent respective community including the timeframe that the individual will hold the position on the CFDC.

In the event that the towns determined as affected communities exceed 10, a nomination and election process should be held between communities (generally towns that are adjacent and smaller than others) and representative elected to represent one or more towns. The total membership of a CFDC should be held to maximum of 10 to facilitate communication and implementation.

(d) A Community Forestry Development Committee must be incorporated under the laws of the Republic.

(e) The Authority shall maintain a list of Community Forestry Development Committees.

(f) The Authority may, in consultation with civil society organizations and the public, issue additional guidelines governing the development and structure of Community Forestry Development Committees.

FDA: The community forestry sector within FDA should assist CFDC's in maintaining their organization and status and seek to provide any information CFDC's request.

¹ Satellite villages will be represented by Towns as specified in Justification. Towns are considered affected communities if they are generally within 3 km or contract area.

4. Field Procedures for Developing Social Agreements

ANNEX 4.1: Community Forest Development Committees and Social Agreement Development Procedures

#	Step
Step 1	Letter drafted to NGO's and Regional Foresters asking them to attend a FDA workshop (2 days) intended to explain and get input on the social agreement handbook. Advertise workshop on UNMIL Radio
Step 2	Hold workshop in Monrovia on Social Agreement Handbook.
Step 3	Finalize Social Agreement Handbook as a result of feedback received from Workshop. Publish Social Agreement Handbook and post on FDA website.
Step 4	Letter drafted to County Superintendent (with cc to Minister of Internal Affairs) explaining the need to organize Community Forest Development Committees and the need for Social Agreements in order for TSC/FMC operations to begin. The letter should request the Superintendent to inform affected communities of upcoming mission. Copy also should be provided to Regional Foresters asking them to also provide information to communities. A copy of this letter should also be kept with Management teams to present as needed.
Step 5	Messenger sent to affected communities to inform towns of elections for community forest development committees. FDA Public Relations Office schedule a radio talk show in county where mission is to occur and on UNMIL radio.
Step 6	Afternoon, Mission Day 1: Team goes to the capital of the county to meet with the County Superintendent to whom is provided a letter that FDA sent to Ministry of Internal Affairs explaining the activity and a summary briefing of the need to develop Community Forest Development Committees and the drafting of Social Agreements in order for TSC operations to begin. This visit need be made only once for each county. FDA Team goes to community radio to make presentation and invite calls from community.
Step 7	Evening Mission Day 1: Proceed to affected towns where the team meets with the local leaders to announce arrival and plan a community meeting
Step 8	Evening, Mission Day 1/Morning Day 2: Meet with the community to introduce idea of CFDC and the need for a social agreement between Holder and Affected Community before TSC operations can begin. Need to clearly explain a) what will be done, b) why it will be done, c) when will it be done, and d) who will do it. FDA should inform the community members of the need to begin discussing communities desired codes of conduct with respect to TSC area.
Step 9	Meet with community chairlady to arrange lodging and boarding for the team

Step 10	Evening, Mission Day 1: Establish expectation that nomination and election should be completed by the following day.
Step 11	Morning, Day 2: Town holds secret ballot election. Elected Individual informed of the commitment to appropriately represent affected communities and the need to be present at initial CFDC meeting at the established time. Generally, one week from the date of first meeting and the location of initial CFDC meeting to be held at larger district town.
Step 12	Afternoon, Day 2: Team travels to next town identified as affected by justification and/or located within 3km. Repeat procedures as identified above of information sharing and need to elections.
Step 13	Day3-6 Repeat Community Forest Development Committee elections
Step 14	Morning Day 7 Meet in central town/location to have first CFDC meeting and hold elections for positions on CFDC.
Step 15	Afternoon, Day 7: Begin Discussions with TSC/FMC Holder on aspects of social agreements by reviewing Social Agreement template.
Step 16	Morning/Afternoon, Day 8: CFDC and Holder continue negotiation and reach agreement on a Social Agreement.
Step 17	Upon return to Monrovia, the team leaders will present signed Social Agreement to Managing Director for attesting and signature with Technical Manager from Commercial and Community as witnesses. All notes and equipment must be turned in to technical manager of commercial sector on the same day of arrival.
Step 16	Community Forestry Specialist return to affected communities and CFDC to facilitate development of bylaws.

ANNEX 4.2: Supplies list & Budget for CFDC and Social Agreement Mission for 6TSC's

Item	unit	Quantity/team	\$/unit	TOTAL	Out	Return
Field Equipment						
backpack	each	3	\$8.0	\$24.00		
Flashlight and battery	each	9	\$2.0	\$18.00		
megaphone	each	3	\$50.0	\$150.00		
Motorbikes*	each	3	\$3500.0	\$10,500		
fuel	gal	100 gal	\$400.0	\$400.00		
Camping Equipment						
Rain coat	each	9	\$9.0	\$81.00		
Mattress (1/2 inch)	each	9	\$2.0	\$18.00		
Lantern	each	9	\$3.0	\$27.0		
Mosquito net	each	9	\$8.0	\$72.0		
Monrovia Vetting and Planning Meeting						
Lunch for Workshop	2	20 people anticipated	200.00	\$400.0		
Regional Commercial and Community FDA representatives	person	3 persons at 2 days	20.0	\$120.0		
Management Team members-NGO	3 person team	3 teams at 2 days	20.0	\$120.0		
Publicity	Radio show	UNMIL Radio for vetting and local county radio broadcasts	\$75.0	\$225.0		
Field Mission Daily Subsistence Allowance						
Management Team members-Commercial, Community, NGO	3 person team	3 teams at 20 days	\$25.0	\$4500.0		
Driver	3 persons	3 drivers at 20 days	\$15.0	\$900.0		
Messengers	12 persons	12 messengers at 10 days	\$5.0	\$600.0		
Local Language Interpreter	12 persons	12 messengers at 10 days	\$5.0	\$600.0		
Local Language Interpreter	1 person	1 person for 5	\$5.0	\$25.00		

		days for social agreement negotiation				
Fuel costs	3 vehicles	20 days		\$4000.0		
Vehicles 4WD	-	-	-	FDA		
Medical						
Medical kit	kit	3	\$100.00	\$300.00		
Stationary						
Clip board	pieces	3	\$3.00	\$9.00		
Eraser	dozen	8	\$2.00	\$16.00		
Paper	ream	3	\$5.00	\$15.00		
Pen	pack	3	\$3.00	\$9.00		
Pencil (HB)	dozen	3	\$2.00	\$6.00		
Plastic rules	pieces	2	\$2.00	\$4.00		
Sharpeners	dozen	1	\$1.00	\$1.00		
Staple machine (s/s)	pieces	3	\$5.00	\$15.00		
Staple pin (small)	pack	3	\$2.00	\$6.00		
Yellow pad	pads	3	\$12.00	\$36.00		
Materials						
Copy of the forestry law	copies	3	\$0.00	\$0.00		
Map of TSC	map-sets	6 (one color map of each TSC)	\$0.00	\$0.00		
TOTAL				\$23,197.0		

Signature: _____ Date: _____ Signature: _____ Date: _____

***Motorbikes are included but are expected to be used for the community forestry staff from FDA to facilitate the development of By-laws and constitution for CFDC's and its representatives.**

ANNEX 4.3: Community Forest Development Committee and Social Agreement Management Team composition

The Management Teams for the development and organization of CFDC's and to assist in the development of Social Agreement should consist of a three (3) person team plus driver, a series of messengers and local language interpreters. This team would consist of two FDA staff with one staff member from commercial (team leader) and one from community (note taker and community specialist roles), and one member from civil society. This team should have two roles which are to assist in the development of CFDC's and to facilitate and observe the development of the Social Agreement. For the initial 6 TSC's, it is anticipated to require **three** 3-person teams.

Community Forest Development Committee Management Team/ Social Agreement Management Team
Team Leader (FDA-Commercial Sector)
Community Forestry Specialist-note taker as well
Civil Society Observer
Messenger(s)
Local language interpreter
Driver

ANNEX 4.4: Letters to civil society/NGO requesting them to participate in mission to organize Community Forest Development Committee and negotiate Social Agreements with Affected Communities for Timber Sale Contracts.

March 31, 2008

Mr./Ms. X
NGO
Monrovia, Liberia

Mr. John Woods
Managing Director
Forestry Development Authority
Monrovia, Liberia

Dear Sir/Madam

The Forestry Development Authority (FDA) has recently awarded 6 Timber Sales Contracts (TSCs). TSCs are commercial forestry concession with total area less than 5,000 hectares and other characteristics as defined in the National Forest Reform Law Chapter 5 Section 4.

The FDA again seeks the participation of civil society organizations in helping to assist in the formation of Community Forest Development Committees (CFDC's) and the development of Social Agreements as required by FDA Regulation XXX.

Therefore, the FDA will highly appreciate you identifying and dedicating the following individuals to participate in these efforts:

- 2 female observer
- 2 male observer

The missions will take place from April X to X. The FDA will be hosting a planning session on X at FDA headquarters from X AM to X PM.

Please forward the names of the xxx representatives to Mr. FDA by X, X.

Your prompt response will be highly appreciated.

Sincerely yours,

John T. Woods
Managing Director

ANNEX 4.5: Letters to County Superintendent informing them of upcoming mission to organize Community Forest Development Committee and negotiate Social Agreements with Affected Communities for Timber Sale Contracts.

March 31, 2008

Mr./Ms. X
COUNTY SUPERINTENDENT
Monrovia, Liberia

Mr. John Woods
Managing Director
Forestry Development Authority
Monrovia, Liberia

Dear Sir/Madam

The Forestry Development Authority (FDA) has recently awarded 6 Timber Sales Contracts (TSCs). TSCs are commercial forestry concession with each TSC encompassing a total area no more than 5,000 hectares and other characteristics as defined in the National Forest Reform Law Chapter 5 Section 4.

The FDA would like to inform you of a pending mission in xx county that includes FDA and civil society staff for the purpose of forming Community Forest Development Committees (CFDC's) and the development of Social Agreements as required by FDA Regulation No. 105-07, Regulation on Major Pre-Felling Operations under Forest Resources Licenses.

Therefore, the FDA will highly appreciate your efforts in communicating the upcoming mission to the following districts:

- xx from justification document for each TSC

The missions will take place from April X to X.

Thank for your prompt attention to this matter and if you may have any questions regarding this matter please contact FDA office Monrovia.

Sincerely yours,

John T. Woods
Managing Director

CC: Minister of Internal Affairs

ANNEX 4.5: Introduction statement for communities

The Forestry Development Authority (FDA) has recently awarded 6 Timber Sale Contracts (TSC) including one in nearby **xxxx**. TSC's are commercial forestry contracts with total area not more than 5,000 hectares and other characteristics as authorized in the National Forest Reform Law Chapter 5 Section 3.

The TSC Holder, FDA, along with partner civil society organizations seeks to involve the communities affected by the TSC's in the development of Community Forest Development Committees resulting in a Social Agreement which establishes a **code of conduct** between the Holder and affected communities. The Agreement will also specify the benefits that will be available to the Affected Communities.

As stated in the law, "All Forest Resources in Liberia... are held in trust by the Republic for the benefit of the People". Thus, the FDA works at the service of your community to help ensure the most beneficial and sustainable use of forest resources possible.

Thank you for welcoming us into your community. We hope to have a very productive and friendly stay for the next few days as we work together to develop the CFDC's and negotiate a social agreement.

Section 5-Social Agreement Template

SOCIAL AGREEMENT
Between the
XXXXX TIMBER COMPANY
And the
COMMUNITIES/VILLAGES REPRESENTED BY XXX DISTRICT
As Attested to by the
FOREST DEVELOPMENT AUTHORITY

This Social Agreement (agreement) is hereby made and entered into by and between the **xxxx** Timber Company, hereinafter referred to as **xxx**, the communities of **xxxxx**, hereinafter referred to as the Communities, for **Timber Sale Contract/Forest Management area A#**, and attested to as to its completeness by the Forest Development Authority, Monrovia, Liberia, hereinafter referred to as the FDA, under the provisions of the 2006 National Forestry Reform Law, and FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.

BACKGROUND:

The **A-#** Timber Sale Contract (TSC) is located in **xxx** county and **x** miles west of **xx**, within **xxx**. The timber sale contract was awarded to **xxxx**. In the preparation of the **A-X** TSC, notice was given and surveys conducted in a portion of the affected communities. The purpose of these surveys was to validate whether the area was suitable for commercial forest practices based upon ecological, economic and social considerations. As part of this survey, the affected communities were informed of the potential TSC in the vicinity and the requirements for a social agreement. As a result of this, the FDA secured a statement on behalf of affected communities around the **A-X** TSC that they intend to negotiate a social agreement in good faith with the winner of the competitive bid.

I. PURPOSE:

The Social Agreement is an agreement, between communities around a given logging contract area and the logging company authorized to operate in that area, which establishes the relationship between community and company.

The Social Agreement is an agreement required by FDA Regulation No. 105-07 between any company that plans to harvest timber and the affected communities that could be affected by that commercial activity.

Social Agreements are:

- a) Only established between companies that have been authorized by the FDA through the competitive bidding process and affected communities²;

² Affected Community as defined in the regulation is as follows: a community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resource License. "Interests" for purposes of this definition may be an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.

- b) To establish a code of conduct regarding rights and responsibilities of the company and affected communities.
- c) To establish the financial benefits for all affected communities with respect to section 34 of FDA Regulation No. 105-07 Regulation on Major Pre-felling Operations under Forest Resource Licenses.
- d) Negotiated directly between companies and local communities; and
- e) Attested to and regulated by the FDA. However, the FDA does not play an active role in the negotiation process beyond serving as a facilitator or mediator if discussions break down.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The **XX** timber company and **xxx** communities strive to engage in a mutually beneficial relationship by agreeing to the terms of this agreement. Working cooperatively in the on-going implementation of the TSC will allow the affected communities and the **xx** Timber Company to achieve their respective goals.

In consideration of the above premises, the parties hereto agree as follows:

III. THE **XX TIMBER COMPANY (HOLDER) SHALL:**

The Holder shall identify the representative of the Timber Company designated by the company to represent it in negotiating the terms of a social agreement. Company representatives must include —

- (1) Persons whose names are maintained on the list of names identified in the companies pre-qualification documents or has such documentation to verify his employment with the company and has the power to negotiate on the company's behalf; and
- (2) In the event that this person is unable to negotiate with the Affected Community, any other person that the Company may designate, subject to the requirements of this Paragraph.

The Holder shall maintain a list of community representatives for its FMC/TSC.

The Holder should include a negotiated agreement of the following issues, rights and responsibilities:

- *Describe how holders operation are designed to minimize effects to traditional practices such as taboo day, sacred sites, and the range of taboo animals/plants, medicinal plant sites, hunting ground, non timber forest products sites.*
- *Describe how existing water collection points are protected and maintained.*
- *Describe how timber operations are timed to minimize disruption to subsistence agricultural activities.*
- *Describe how timber operations respect the existing cash crops.*

- *Describe the level of participation of company in community development programs.*
- *Describe the conditions, if any, under which the Holder will provide transportation.*
- *Describe the proposed road building and maintenance in and adjacent to the contract area.*
- *Describe how the Holder will abide by terms and conditions of Social Agreement.*
- *Describe the extent to which timber products will be made available to the community.*
- *Description of meeting schedule with CFDC's and affected community to discuss any issues.*

IV. THE AFFECTED COMMUNITIES SHALL:

The Affected Communities shall identify their representatives through the election of their members to a Community Forest Development Committee. The Community Forest Development Committee is responsible for representing the affected communities in negotiating the terms of a social agreement. Community Forest Development Committees must abide by the following conditions —

- (a) A Community Forestry Development Committee must consist of at least five members who are residents of the community or communities that the Committee represents.
- (b) All members of a Community Forestry Development Committee must be freely and fairly elected by residents of the community or communities represented by the Committee.
- (c) A Community Forestry Development Committee must provide a means for all residents that it represents, including women and youth, to have their views heard and considered.
- (d) Prior to the disbursement of funds, a Community Forestry Development Committee must be incorporated under the laws of the Republic.

Code of Conduct

- *Describe how activities of members of affected community will strive to minimize the expansion of subsistent agriculture activities within Contract Area including a description of communities efforts to encourage low land agriculture development..*
- *Describe how affected communities will discourage unnecessary fire disposal and encourage fire safe practices.*
- *Describe existing cash crops and how these crops will be managed to not conflict with harvest operations..*
- *Describe under what conditions the affected community can request transportation.*
- *Describe how the affected community will use the proposed roads and how they expect to benefit from existing and planned roads in and adjacent to contract area.*
- *Describe how the affected community will abide by terms and conditions of Social Agreement.*
- *Describe the needs for commercial forest products from within the contract areas.*

V. THE FOREST DEVELOPMENT AUTHORITY SHALL:

- A. Ensure that the TSC/FMC CONTRACT is authorized so that all terms and conditions of the License are met.
- B. Ensure that the Operations of the Holder are in compliance with the TSC.

- a. Send an original to:
 - TSC Holder

- b. Send a copy to:
 - Community Forest Development Committee
 - FDA Managing Director

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. **PRINCIPAL CONTACTS.** The principal contacts for this agreement are:

**Timber Sale Contract Company
Contact**

e.g John Smith

Phone: 077-

FAX:

Email: johnsmith@

**Forest Development Authority
Contact**

e.g. John Gee

Phone:

Email:

**Community Forest Development
Committee Chairperson**

e.g John Brown

Phone:

FAX:

Email: johnbrown@

- B. It is the intent of this agreement that the parties may modify this agreement by mutual agreement. The FDA will need to attest to its completeness prior to any modifications going into effect.
- C. The parties will maintain lines of communication regarding operations and specifically provide periodic updates to the chairperson regarding any issues in implementing the social agreement. The update should specifically provide information as to the volume of logs removed to date.
- D. The parties will hold an annual meeting with representatives of the Community Forest Development Committee, FDA and authorized representatives of the TSC Holder to discuss the upcoming annual operating plan as well as attempt to resolve any issues identified from the previous operating season.
- E. The parties may provide support and assistance to each other in seeking grant and alternative funding opportunities via letters of support and work on grant applications.

- F. REAL PROPERTY IMPROVEMENTS.** Any improvements (facilities, roads, etc.) developed as a result of this agreement and at the direction of either of the parties, shall thereupon become the responsibility of the affected communities, and shall be subject to the same regulations and administration as other similar improvements of a similar nature. No part of this agreement shall entitle TSC Holder to any share or interest in the project other than the right to use and enjoy the same under the existing applicable regulations.
- G. PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the TSC Holder or Affected Communities or FDA from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. DISPUTE RESOLUTION.** In the event of any issue of controversy under this agreement, the parties will seek to initially resolve their differences with the assistance of FDA. In the event that there are still differences, local government officials (District Commissioner, Paramount Chiefs, Clan Chief, and Town Chief) should be considered as neutral parties in a third-party mediation process. If not resolved by the steps above, any controversy or claim arising out of or relating to this agreement shall be exclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules and judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The laws applicable to the dispute, the Social Agreement and the interpretation thereof are the laws of Liberia.. The arbitration shall take place at an acceptable location within the towns represented by the CFDC and the arbitral proceedings will be in English with interpreter provided for local languages.
- I. AUTHORIZED REPRESENTATIVES:** By signing below, the Chairperson of the Community Forest Development Committee certifies that the individuals listed in this document are representatives of the Affected Communities and are authorized to act in their respective areas for matters related to this agreement. Also, by signing below, the assigned representative of the TSC Holder certifies that this individual is authorized to act in this capacity for matters related to this agreement.
- J. COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through the duration of a TSC and reviewed every 5 years for an FMC after which time it will expire.

The authority and format of this agreement has been reviewed and approved for signature.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

, Chairperson Community Forest Development Committee		Date
, President Xxxx Timber Sale Company		Date
JOHN WOODS, Managing Director Forest Development Authority		Date