

**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;

WHEREAS, Sections 2.2 and 3.1 (a) of the National Forestry Reform Law (NFRL) of 2006 empower the Forestry Development Authority (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;

WHEREAS, the 2003 Act for the Establishment of the East Nimba Nature Reserve grants the FDA the power to promulgate rules and regulations for the purpose of managing the East Nimba Nature Reserve;

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;

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

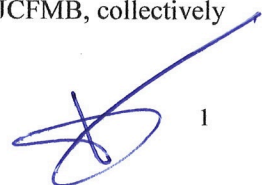
WHEREAS, Chapter 10 of the 2006 National Forestry Reform Law grants the FDA the power through regulation to transfer user and management rights to communities and the obligation to develop the capacity of communities for sustainable forest management; and

WHEREAS, the communities within the Sehyi, Gba and Zor community forests 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, herein after referred to as "FDA", and the leadership of Sehyi, Gba, and Zor, represented by their JCFMB, collectively referred to as "The Parties".

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Article I. AUTHORITY

Section 1.01.

The FDA is the agency of Government 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.

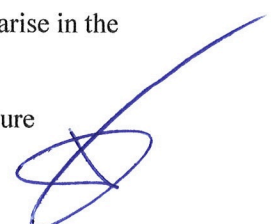
The JCFMB is the representative body of the communities within the Sehyi, Gba and Zor community forests, hereinafter referred to as "the Communities" and represents the ENNR co-management interests of these Communities. The JCFMB has the authority to enter into this Agreement on behalf of these Communities as attested by the attached signatures of the 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) Extend the mandate of the ENNR Co- Management Committee as the management body for the co-management of the ENNR made up of representatives of the JCFMB and FDA.
- (b) Continue to promote the conservation and management of biodiversity in the ENNR and jointly reduce and/or avoid potential threats to the ENNR's biodiversity.
- (c) Continue to promote shared responsibilities and benefits between the FDA and the Communities regarding the management of the ENNR.
- (d) Provide information to the Communities and raise awareness about the management, conservation, and value of the ENNR's forest resources to the Communities, Liberia and the world.
- (e) Identify and resolve, through a consultative process, any conflicts that may arise in the management and conservation of resources in the ENNR.
- (f) Ensure the effective and efficient management of the ENNR for this and future generations.



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Article III. GUIDING PRINCIPLES

Section3.01.

The resources of the ENNR are better managed and conserved through a partnership between the JCFMB and FDA.

Section3.02. 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

Section4.01.

The Parties agree that the operational structure established under the 2016 Co-Management Agreement which include ENNR Co-Management Committee ("CMC") shall continue to exist as the operational structure consistent with the 2016 Constitution.

Section4.02.

The membership which comprises six (6) representatives from the FDA and six (6) representatives from the JCFMB shall continue to be recognized as the management body of the CMC. The JCFMB representatives shall be selected in equal proportions of two (2) persons each from Sehyi, Gba, and Zor. The CMC shall decide on the chairperson at the first meeting. Each party shall select a co-chair for the CMC. One (1) co-chair shall be a representative of the FDA and one (1) representative of the JCFMB. The tenure of representatives on the CMC shall be defined by the Constitution of the CMC.

Section4.03.

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 (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

Section4.04.

The Co-Management Committee shall:

- (a) Provide management oversight for implementation of the Co-Management Plan for ENNR, and enforcement of Wildlife 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.

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- (c) Jointly agree on the criteria and standards for the selection of members of Communities involve in park management activities.
- (d) Secure funding through project proposals and others to support the programs of the Co-Management Committee and transparently manage funds, including the development of quarterly and annual budgets consistent with the CMC's Action Plan

Section 4.05. The FDA Management 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) Support the CMC in securing sustainable finance for its activities including sharing of benefits derived from ecotourism.
- (d) Ensure that ENNR co-management activities are carried in accordance with the National Wildlife Law.

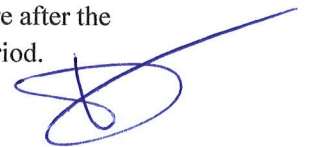
Section 4.06. The JCFMB/Communities shall:

- (a) Contribute to the development of the ENNR's Co-Management Plan, and annual work plan(s) 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 Management on the creation of buffer zone around the ENNR.
- (e) Request land from the Communities for the construction of park infrastructures for the use of CMC FDA.

Article V. EFFECTIVENESS, 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. There after the parties concerned shall negotiate for the renewal of the Agreement for a similar period.




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Section 6.02.

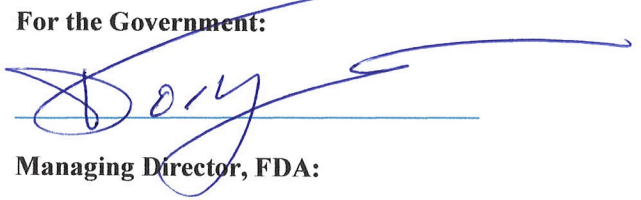
The FDA may terminate this Agreement on a written notice to the JCFMB signed by the Managing Director of the FDA. The JCFMB may terminate this Agreement and shall notify the FDA in writing signed by the Chair of the JCFMB. Termination shall be effective within thirty (30) days of receiving the notice from either Party.

Article VI. AMENDMENT

Section 7.01. Upon the proposal of any of the Party, this Agreement may be amended as mutually agreed by all parties concerned and signed by the Managing Director of the FDA and Chairman of the CMC.

For the JCFMB: 
SAYE THOMPSON

Chairman, JCFMB:


For the Government: 

Managing Director, FDA:

Date: 28-10-2022

Date: Dec 2, 2022

Attested by:

Yealy W. Yealy 
Commissioner of Sanniuellie-Mah Administrative District

Date: Oct. 28, 2022

Jenkins Kona Johnson 
Commissioner of Gbeley-Geh Administrative District

Date: Oct. 28, 2022

Thomas S. Gorotee 
Yarwein Administrative District

Date: 28, 20, 2022

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