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MINISTRY OF FORESTRY AND WILDLIFE
GOVERNMENT OF CAMEROON



MANUAL OF PROCEDURES FOR THE
ATTRIBUTION AND NORMS FOR
THE MANAGEMENT OF COMMUNITY FORESTS

MANUEL DES PROCEDURES
D'ATTRIBUTION ET DES NORMES
DE GESTION DES FORETS COMMUNAUTAIRES



MINISTERE DES FORETS ET DE LA FAUNE
GOUVERNEMENT DU CAMEROUN



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MINISTRY OF FORESTRY AND WILDLIFE

MANUAL OF PROCEDURES FOR THE ATTRIBUTION AND NORMS FOR THE MANAGEMENT OF COMMUNITY FORESTS

February 2009



This Manual of Procedures for the Attribution and Norms for the Management of Community Forests, and Models of provisional and final Management agreements have been officially approved by the following instruments:

Decision No. 0098/D/MINFOF/SG/DF/SDFC of 12 February 2009 to adopt the Document entitled “Manual of Procedures for the Attribution and Norms for the Management of Community Forests”.

Order No. 252/A/CAB/MINEF/DF to adopt Models of Provisional and Final Community Forest Management Agreement.

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any forest exploitation title.

1.1.4 The Decree stipulates that “forests which may be subject to a community forest management agreement shall be those situated in the outskirts of, or close to one or more communities in which the inhabitants carry out their activities” (See Article 27(2) of the Decree). The populations concerned here are those that are authorised to carry out their activities there as custodians of the forest, and within the framework of usufruct rights.

1.1.5 Article 27 (3) of the Decree stipulates that “When a forest borders on several communities, it may be subject to a collective management agreement”. In this case, the process is conducted by one and the same legal entity.

1.2- In compliance with the provisions of Order No. 0518/ MINEF/CAB dated 21 December 2001, to give priority to local communities for the attribution of any forest that may likely be developed into a community forest, any application for the attribution of a community forest shall be given priority over any other exploitation title for the area concerned.

1.3- It is specified in Section 20 of the Law that the notion of forest land is divided into two estates: a permanent forest estate and a non permanent forest estate.

² See Section 37(5) in the English version of the Law.

³ The lists of prohibited products such as protected animal species are regularly updated by the Ministry in charge of Forestry.

FOREWORD

The forestry policy is a testimony of the willingness of the Government of Cameroon to enhance the participation of local populations in the sustainable management of forestry and wildlife resources. These populations consequently should therefore be considered as unavoidable partners in this process.

This willingness has been crystallised through the 1994 forestry Law by the creation of community forests. In April 1998 a Manual of Procedures for the Attribution and Norms for the Management of Community Forests was developed. It has been experimented by Administrators, Technicians and the Communities involved in the process of sustainable forest management.

Considerable results have been achieved after a decade of implementation of the Manual. The number of applications for community forests increased tremendously, thereby translating a better appropriation of this concept by the communities. Some shortcomings have however been identified as well, and this prompted authorities to initiate a process to revise this important working tool.

This revised version of the Manual is the outcome of a long participatory process during which the various stakeholders were all consulted and their contributions taken into consideration. This document has integrated a number of innovations namely: the easing and simplification of the process of studying and approving files, the provisional agreement, taking into consideration the peculiarities of ecological zones, clarifications of the meanings of terminology, taking into consideration taxation-related issues and the local development plan.

This is the opportunity to thank all those who in one way or the other contributed directly or indirectly in revising this manual.

However, we should not lose sight of the fact that this second edition is simply a revised version of the Manual and should not be regarded as the end of the process. On the contrary, it serves as a catalyst for the integrated management of forestry and wildlife resources that is expected to be enhanced with time and experience.

The Minister of Forestry and Wildlife



Ngollo Ngollo Elie

INTRODUCTION

The Forestry Law No. 94/01 of 20 January 1994 and its implementation Decree No. 95/531/PM of 23 August 1995¹ are the main legal instruments to implement the new forestry policy, whose main objective is the protection of the environment and the conservation of natural resources. Community-based management of natural resources therefore originates from the second objective of the forestry policy which aims at: “Enhancing the participation of the populations in the conservation and management of forests resources, in order to contribute in improving their living standards”. This policy also highlights Government strategies aiming at enhancing the contribution of the forestry sector to socio-economic development, thanks to the involvement of Non-Governmental Organizations, business operators and local populations.

This Manual spells out the administrative procedures and norms relating to the attribution and management of community forests.

It is made up of nine (09) Sections:

Section I: General Provisions.

Section II: Information and Awareness.

Section III: Legal Entities.

Section IV: Consultation Meetings.

Section V: Preparation and Submission of a file for the Attribution of a Community Forest.

Section VI: Preparation and Submission of the Simple Management Plan and the Final Management Agreement

Section VII: Implementation of the Simple Management Plan and the Final Management Agreement.

Section VIII: Surveillance, Control and Monitoring.

Section IX: Taxation of Community Forests.

¹ “Law” in this Manual refers to Law No. 94/01 of 20 January 1994, and “Decree” refers to Decree No.95/531/PM of 23 August 1995.

SECTION I

REGULATORY AND GENERAL PROVISIONS

A- RECAP OF THE LEGAL AND REGULATORY FRAMEWORK

1.1. A Community Forest is defined under Article 3 (11) of the Decree as: “*a forest of the non- permanent state forest, object of a management agreement between a village community and the service in charge of Forestry. The management of. Such a forest shall be the responsibility of the village community concerned, with the technical assistance of the service in charge of Forestry*”

1.1.1. A Community Forest Management Agreement is defined under Article 3 (16) of the Decree as: “*A contract by virtue of which the service in charge of forestry allots to a community a portion of national forest which the community manages, preserves and exploits in its own interest. The management agreement is accompanied by a Simple Management Plan which determines the activities to be carried out.*”

1.1.2. Section 37 (5) of the Law¹ provides that “*forest products of all kinds resulting from the management of community forests shall belong solely to the village communities concerned*”. This also applies to timber, non timber, wildlife and fishery resources, as well as to all special products, except those prohibited by Law².

1.1.3 As provided under Article 27(4) of the Decree, the total surface area of a community forest shall not exceed 5000 hectares, and the area concerned must not be subjected to

creation as well as the objectives assigned to the forest and the choice of the official in charge of forestry operations. All these agreements have to be formalized in writing.

2.4- Apart from the preliminary information and awareness meetings, communities must be continuously informed and made aware during the entire process of attribution and management of the community forest.

1.3.1- The forestry policy states that “*the non-permanent forest estate falls on lands on which other agricultural, silvicultural and pastoral activities may be carried out. It is the favourite area for community forestry activities, developed on the basis agroforestry*”. The Simple Management Plan therefore can provide the opportunity for one or many sectors of a community forest to be allocated to silviculture, agroforestry, farming or other uses. It is however necessary to specify all the uses in the agreed Simple Management Plan.

B- GENERAL PROVISIONS

1.4- The forestry policy and legislation in force in Cameroon lay emphasis on encouraging participation of local populations in the management of forests and wildlife resources, notably through community forests (CF).

1.5- Community forests are natural or artificial forests subjected to sustainable management of existing flora and fauna resources.

1.5.1- Reforestation and /or silviculture are compulsory in timber and fuel wood production community forests.

1.5.2- A community forest shall not necessarily consist of a single block. It may as well be made up of several non contiguous forest compartments.

1.6- Given the complex nature of the concept of community forestry in Cameroon, information and awareness activities on the concept as well as the terms and conditions for the

attribution and management of community forests are critical and must therefore cover the entire process. As such and depending on each context, the appropriate public awareness and information methods and tools have to be used.

1.6.1- Any natural person or corporate body involved in facilitating this process of attribution and management of community forests must, in conjunction with the local Administration in charge of Forestry, include activities related to the information, raising the awareness, and training of the various stakeholders in its programme.

1.6.2- The Minister in charge of Forestry is responsible for capacity building of its staff all over the national territory, by making the Manual available, and through the organization of information, and awareness and training campaigns at national, regional, divisional and local levels.

1.6.3 - The Minister in charge of Forestry shall, in close collaboration with Civil Society, organise media campaigns and meetings at regional, divisional and /or local levels to inform all the stakeholders involved in the community forestry process.

1.7- The signing of any management agreement is subject to compliance with the procedures spelt out in this Manual.

SECTION II

INFORMATION AND AWARENESS

2.1- The consultation meeting to be held prior to the preparation and submission of an application file for the attribution of a community forest must be organised only after a series of preliminary information and public awareness meetings.

2.2 - The community must organise these preliminary information and awareness meetings, which must include each of its components and neighbouring communities. These meetings should make it possible to identify the strengths, weaknesses, opportunities and threats about the ongoing process.

2.3 – These meetings may be organised in the presence of an official of the Forestry Administration and/or of any other support organisation. Information and awareness activities must last a minimum sixty (60) days before any announcement of the consultation meeting.

2.3.1- During these meetings, members of the community applying for a community forest must ensure that they reach an internal consensus, and that they have reached an agreement with neighbours who share boundaries of the desired forest with them.

2.3.2 – Members of the community have to also ensure that there is consensus on the choice of the type of legal entity that will manage the community forest, and on its subsequent

SECTION IV CONSULTATION MEETING

4.1 In accordance with regulations in force (Article 28(1) of the Decree), any community wishing to manage a community forest must hold a consultation meeting bringing together all components of the community concerned, in order to endorse the choice of the person in charge of forest operations made at the same time as that of other executive members of the legal entity and to define the objectives and boundaries of the said forest.

4.1.1 This meeting is supervised by the local administrative authority, assisted by the nearest local technical officials concerned and local traditional authorities.

4.1.2 The objectives of the community forest include the activities to be carried out as well as the use to be made of the resources in terms of local development.

4.2 The nearest local technical officials concerned with the consultation meeting are those in charge of Forestry, Environment and Rural Development.

4.3 *“The minutes of the said meeting shall be signed during the session by all participants”* (Article 28(2) of the Decree). A model of such minutes is found in Annex 2 of the Manual.

4.4 If the forest concerned is located in a single Sub-Division, the consultation meeting is chaired by the Divisional Officer or his representative, assisted by the local technical officials and traditional authorities.

SECTION III LEGAL ENTITIES

3.1 According to Article 28(3) of the Decree, any community wishing to obtain and manage a community forest must have the status of a corporate body in the form of an entity provided for by the laws in force. The acceptable legal entities are:

- Association;
- Co-operative;
- Common Initiative Group (CIG);
- Economic Interest Group (EIG).

3.2 The legal entity manages the community forest on behalf of the local community and the resulting income must be used for the development of the entire community.

3.3 In the preliminary meetings, the population should be informed about the advantages and disadvantages of each of the four types of legal entity (Annex 1) so that they can make an informed choice. This awareness can be carried out by the administration, NGOs (Non-governmental Organizations), projects, or local elected representatives.

3.4 A community may create one of the legal entities listed in 3.1 above in order to obtain and manage a community forest. The legal entity must be set up prior to the consultation meeting described in Section IV below.

3.5 The articles of association (document containing the rules governing the entity and its functioning) of any chosen legal entity irrespective of its form (Annex 1) must include the following:

- ☞ The purpose, which must go beyond the management of the community forest to aim at the development of the village;
- ☞ Provisions to ensure that the legal entity is representative of all components of the community, including women, youths and minority groups;
- ☞ Provisions likely to ensure that all components of the community can be elected as members of the executive bureau;
- ☞ The term of office of executive bureau members which must be limited, and flexible mechanisms to replace leaders in the course of the term;
- ☞ Specific roles for each executive bureau member;
- ☞ Rules on non-plurality of functions, incompatibilities and separation of powers;
- ☞ Standards and procedures of auditing of account;
- ☞ Full details on the use of the income arising from the management of the community forest.

3.6 According to Article 28(1) of the Decree, all components of the community concerned must be consulted about the management of a community forest. To this end, the chosen legal entity must be as much as possible representative of all components of the community concerned.

3.7 One legal entity is not allowed to manage more than one community forest.

3.8 A community can create more than one legal entity. Each of the legal entities can submit an application for a community forest and be

granted the forest concerned.

3.9 The legal entities required for the management of community forests may, if necessary, include members of several villages or hamlets if they share the same resources.

3.10 Membership of the legal entity is governed by the laws and regulations in force, as well as their own articles of association and by-laws.

3.11 Anyone who is actively involved in several community forests can become a member of the various legal entities of the forests concerned and, therefore, partake in the activities and enjoy the same benefits like any other member of the communities concerned.

forest are defined in their broad outlines. These uses or priority objectives may include:

- production (timber products, non-timber forest products, hunting products);
- protection (animal or plant species, water sources/expanses, and soils, etc.).

Other uses assigned to the forest concerned, particularly those related to agro-forestry and silviculture activities may be specified.

5.4 The person designated by the community to be in charge of executing the SMP must not necessarily be a qualified or approved forestry expert. However, he must live in the village in order to take an active part in the activities related to the management of the community forest.

5.5 The local Forestry Administration official² helps the community to prepare and submit an application file (in two copies) for a provisional management agreement of the community forest.

5.6 Any competent person or entity may prepare or help to prepare an application file for the provisional management agreement of a community forest, on behalf of the community or the forestry service, with the approval of the forestry official.

⁴ This entails for example the registration certificate of the CIG and the declaration receipt of the association

⁵ In this Manual, the title “local forestry administration official” may refer to the Chief of Post, the Divisional Delegate (or his/her representative) depending on the circumstances. Also, all Regional Delegates and Divisional Delegates and Chiefs of Post mentioned in this Manual are those of the ministry in charge of forestry unless specified otherwise.

4.4.1 If the forest concerned spans several Sub-Divisions, the consultation meeting is chaired by the Senior Divisional Officer or his representative, assisted the local technical officials and traditional authorities.

4.4.2 If the forest concerned spans several Divisions, the consultation meeting is chaired by the Governor of the Region or his representative, assisted by the Regional Delegate and traditional authorities.

4.4.3 If the forest concerned spans several Regions, the consultation meeting is chaired by the Minister in charge of forestry or his representative, assisted by the local technical officials and traditional authorities.

4.5 The secretary of the consultation meeting is the forestry administration official.

4.6 Local technical officials give advice to the competent administrative authority and to the communities in their respective fields during the consultation meeting.

4.7 The public notice convening the consultation meeting must be posted and disseminated by any other appropriate means for forty-five days at least before the holding of the said meeting.

4.7.1 The public announcement must be signed by the competent administrative authority in accordance with Articles 4.4, 4.5, 4.6 and 4.7 above, on the proposal of the local forestry administration official (Divisional Delegate or Head of Forestry Station).

**SECTION V
PREPARATION AND SUBMISSION OF
APPLICATION FILES
FOR THE COMMUNITY FOREST**

4.7.2 The community posts the public announcements or ensures that they are posted by support structures, the local forestry administration official and the local administrative authority, in the village, the neighbouring villages, the nearest forestry stations, as well as in the divisional delegations in charge of forestry concerned. Such public announcements are also posted in the headquarters of the administrative units where the forest is found.

4.7.3 The public announcements are posted together with a sketch map of the requested community forest.

4.8 At the beginning of the consultation meeting the local administrative authority makes sure that:

4.8.1 All components of the community concerned have been consulted and the majority favours the initiative to create a community forest;

4.8.2 The representatives of neighbouring communities attend the consultation meeting so that their approval of the external boundaries of the community forest can be duly recorded in the minutes.

4.9 In case of any reservations made, for one reason or another, by some members of the communities concerned, the administrative authority should go by the law of the majority to suspend or continue the process.

5.1 Article 29 (1) of the Decree stipulates that:

The following documents shall be required for the allocation of a community forest:

- a) a stamped application stating the objectives assigned to the forest concerned, signed by the legal entity official;
- b) a location plan of the forest;
- c) documentary evidence¹ showing the name of the community concerned as well as the address of the designated official;
- d) a description of the activities previously carried out in the forest concerned;
- e) the minutes of the consultation meeting;
- f) a provisional management agreement form for the community forest, showing the defined and planned activities to be carried out (see provisional agreement model in Annex 3), duly filled out and signed by the legal entity official;
- g) a certificate of surface area measurements.

5.2 The forest location plan must show the area for which an application file for the provisional management agreement was submitted, together with a description. The plan must indicate the location and boundaries of the forest concerned on a topographic map of scale 1:200 000.

5.3 The uses or priority objectives assigned to the community

SECTION VI PREPARATION AND SUBMISSION OF THE SIMPLE MANAGEMENT PLAN AND THE FINAL MANAGEMENT AGREEMENT

Any allocated forest is subject to a management agreement signed between the forestry administration and the village community concerned (Section 37(1) of the Law). This agreement is accompanied by a simple management plan approved by the forestry administration (Section 37 (2) of the Law).

The simple management plan, as well as the final management agreement, is valid for 25 years. In drawing up the simple management plan, the community lays special emphasis on the first five years of its implementation and must also include the activities of the provisional management agreement.

6.1 Simple Management Plan

Section 37(2) of the Law provides that “community forests shall have simple management plans approved by the services in charge of forests”. Furthermore, “all activities in a community forest shall comply with its simple management plan”.

6.1.1 A simple management plan is a document which highlights potential resources available in a community forest, planned activities to be carried out in the said forest, land allocation, the modes of community resource management and the resulting incomes. The plan is developed in a participatory

5.7 The complete application file (in two copies) for the provisional management agreement must be submitted against receipt to the Divisional Delegate in charge of forestry of the area concerned. The Divisional Delegate forwards the two copies of the application file with a reasoned recommendation to the Regional Delegate not later than ten days after reception. The competent administrative authority signs a certificate of posting to confirm widespread dissemination.

5.7.1 The Regional Delegate forwards the two copies of the application file with a reasoned recommendation to the Minister in charge of forestry not later than ten (10) days after reception.

5.8 When the forest concerned spans several Divisions, the allocation procedure is followed up by the Divisional Delegate of the Division with the largest surface area of the community forest concerned.

5.8.1 In case of conflict of competence between Divisional Delegates over an application file, the Regional Delegate designates one of them to follow up the file.

5.9 When the forest concerned spans several Regions, the allocation procedure is followed up by the Regional Delegate of the Region with the largest surface area of the community forest concerned.

5.10 In case of conflict of competence between Regional Delegates over an application file, the Minister in charge of forestry designates one of them to follow up the file. Thereafter, the new officials designated to follow up the file

community forest attribution file must maintain permanent consultation with the other officials.

5.11 Any head of a decentralized service of the Ministry in charge of forestry who is entitled under these conditions to process attribution files must systematically inform the administrative authorities of the area concerned.

5.12 If the central administration in charge of community forestry has not received the complete file sixty days after its submission to the Divisional Delegation in charge of forestry, the community reserves the right to submit a copy of the file together with the submission receipt to the Minister in charge of forestry who shall reply to the community concerned within ten working days failing which the application will be deemed granted. , the community has to keep some copies of its application file for provisional community forest management agreement as well as a dated receipt issued by the Divisional Delegate as evidence of submission of their application files. Such documents could serve as a provisional management agreement for the community forest.

5.12.1 The Minister in charge of forestry makes sure that the forest solicited is not covered by a valid logging title and/or does not encroach on the permanent forest estate.

5.13 When the forest is not covered by a logging title and/or does not encroach on the permanent forest estate, the central structure in charge of community forestry forwards to the Minister in charge of forestry for signing the provisional management agreement as completed by the community following a model in Annex 3 together with other documents of the provisional management agreement file. As soon as the provisional management agreement is signed, the application

is approved and the community may start carrying out the planned forest operations.

5.13.1 The provisional management agreement is valid for a non renewable period of two years.

5.13.2 By the end of the provisional management agreement, the community has to draw up and submit a simple management plan and a final management agreement for the community forest.

5.14 If the application file is rejected, the central structure in charge of Community Forestry in the Ministry in charge of forestry drafts a letter stating clearly the reasons for rejection. The Minister in charge of forestry signs the letter and sends it, together with the two copies of the application file, to the Regional Delegate.

5.15 The Regional Delegate then forwards the letter of rejection and the two copies of the application file to the Divisional Delegate who sends one to the community concerned and one to the head of forestry post.

5.16 The community can modify its application in order to correct the defects stated in the letter of rejection and submit the revised application file to the Forestry Administration for approval.

5.17 Once the application file for a forest has been approved, that is, when the Forestry Administration has signed the provisional management agreement or not responded under conditions specified in 5.12 above, the community concerned can start executing the management operations outlined in the provisional management agreement.

5.2. The report also has to pinpoint the significant impacts of community forestry activities on the physical environment in the long run.

Chapter 6: Resource Inventory Results

A participatory prospecting is required in rain forest areas in order to obtain quality information on the wildlife as well as major timber and non-timber potential of the forest. The prospecting which is carried out by the communities makes it possible to evaluate the potential of the forest and divide the forest into five compartments. The results of the participatory prospecting are presented according to type of product (wildlife, timber, non-timber forest products, herbaceous plant, etc.) following the models in Annex 7. Each five-year compartment will be subject to a full inventory.

For sudano-sahelian areas, inventory will be done through sampling with a rate of survey ranging between 1 and 2%. The results of resource inventory will be presented in an inventory report appended to the simple management plan.

Chapter 7: Planning of Resource and Revenue Management Activities

7.1 An overall vision of resource management over 25 years presented in a table. The uses will be shown for each compartment on a five-year basis (Annex 5).

7.2 Five-year programme of action per compartment to be established and presented in a table (Annex 8).

7.3 Annual operation plan. A detailed annual operation plan

manner by the community with technical assistance from the local Forestry Administration and, where relevant, support organisations with a view to sustainable management and local development.

6.1.2 The simple management plan of a community forest must include the following chapters:

Chapter 1: Identification of the Community

- 1.1. Name of the community.....
- 1.2. Name of the legal entity.....
- 1.3. Creation date of the legal entity.....
- 1.4. Date of the constituent general meeting
- 1.5. Name(s) of village(s) where the community/legal entity is located
- 1.6 Location of the community:
 - 1.6.1 Region.....
 - 1.6.2 Division.....
 - 1.6.3 Subdivision.....
- 1.7. Address of legal entity (specify the telephone number if any)
- 1.8. Name of the legal entity delegate or chairperson
- 1.9. Name of the person in charge of forest operations

Chapter 2: Location of the Community Forest

- 2.1. Administrative location:
 - 2.1.1. Region.....
 - 2.1.2. Division.....
 - 2.1.3. Sub-Division.....
 - 2.1.4. Villages.....
- 2.2. Surface area of the forest.....

hectares. (Attach the certificate of surface area measurements)

2.3. Location plan¹ of the community forest at a scale of 1:200 000

Chapter 3: Priority Objectives of the Community Forest

3.1. The priority objectives of the community forest, as contained in its simple management plan, are as follows (possibility of a single use):

3.2. The priority objectives of community development.....

3.3. The objectives mentioned above were defined by mutual agreement during the consultation meeting which was held on..... at..... under the supervision of.....

Chapter 4: Description of the Community Forest

4.1. Short history of forest uses.

4.2. Description of the physical environment (vegetation, topography, climate, etc).

4.3. Description of compartments. Information on each compartment, gathered and presented in a table, must specify the surface area, major plant species (timber or non-timber²), animal species and topographic features of the compartment. For each compartment, a list of uses has to be drawn up and

presented in a table (Annex 5).

4.4. A map of external and internal boundaries of the various forest compartments on a minimal scale of 1:50.000 highlights all natural and/or artificial characteristics, such as forest strata, roads, tracks, peaks and rivers as well as the description of internal boundaries. Such maps must be produced in a participatory prospecting.

4.5. The map of the area to be exploited for the first five years must be produced following a full resource inventory. It also includes a plot plan. Each block in turn will be inventoried every five years.

Chapter 5: Socio-Economic and Environmental Data

A socio-economic survey is required to obtain socio-economic and environmental data and propose community micro-projects; the survey report must be appended to the simple management plan; special attention must be paid to environmental data gathering.

5.1. The report highlights human and environmental aspects and should show a connexion between the socio-economic or environmental concerns or problems of the locality and the simple management plan through the micro-projects envisaged.

The location plan is a sketch map of the location of the community forest (CF) on the basis of the topography. It may be done by a specialised service or manually by any person with knowledge of cartography. It specifies the topographical coordinates of the external boundaries of the CF.

⁷ The major non-timber forest products (NTFPs) concern special and secondary NTFPs of which the list is drawn up by the Ministry in charge of forestry.

6.1.7.1 The local forestry administration official and/or any person in charge of a support organisation can produce the map showing the external boundaries, the various compartments, as well as the natural or artificial features.

6.1.8 According to Section 64(1) of the Law, private or community organisations can take up, on behalf of the communities and/or the forestry service, part or all of the responsibilities of the management activities prescribed by the simple management plan of a community forest.

6.2 Final Management Agreement

Section 38(1) of the Law provides that the management agreement of a community forest must specify the following points:

- beneficiaries;
- boundaries of the attributed community forest;
- special prescriptions for the management of the forest stand and/or wildlife formulated at the request of the communities concerned.

6.2.1 A final management agreement model is presented at Annex 12 of this Manual.

6.3 General Provisions on Management Agreement

6.3.1 Management agreement conflicts are settled in accordance with the procedures defined in Section 8.2.2.4 of this Manual and Article 8 of the management agreement.

for the first sector must be defined for the first year and for each compartment according to the forms in Annex 9.

7.4 The action programme should include training and job opportunities for members in the community.

7.5 The action programme must show clearly the provisions on all the forms of management operations envisaged as the case may be, including reforestation and sylviculture, outlawed areas, protection of rare species, etc.

7.6 Conditions for exercising forest rights: The conditions for exercising usufruct or customary rights by the population in the community forest (as stated in Section 8(1) of the Law) must be defined in a participatory manner. These rights relate to activities such as fishing, hunting, picking of firewood and non-timber forest products, fruits, medicinal plants, etc.

7.7 Management of incomes arising from the community forest. The net benefit will be allocated to development activities.

7.8 The implementation plan of community micro-projects has to show clearly the temporal and spatial planning of the priority needs for community development, (Annex 6).

7.8.1 When the simple management plan of a community forest under exploitation by logging permit involves projects or management operations, the respective responsibilities of the permit holder and the community must be defined in the contract binding both parties.

Chapter 8: Commitments and Signatures

The community named....., represented

by (name of the legal entity)..... represented in turn by (Name of the person in charge of the legal entity)....., hereby declares to have knowledge of forestry and environmental legislation and undertakes to respect the following with regard to the community forest concerned:

- provisions of the simple management plan;
- submission to the Administrations in charge of the management of forests and natural resources of an annual report on the activities carried out in the community forest latest two months after the end of the year of execution;
- necessary modifications of the simple management plan in collaboration with the Forestry Administration;
- provisions of the forestry and environment legislations;
- execution plan of community micro-projects.

Where the management agreement and the simple management plan are not abided to, the procedures defined in Section 8.2.2.4 of the Manual of Procedures for the Attribution and Norms for the Management of Community Forests and in Article 8 of the management agreement shall be applied.

Done at, on the.....

Signatures:

Person in charge of the Legal Entity
For the Forestry Administration

Name:.....

Name:.....

Function:.....

6.1.3 The following are also appended to the simple management plan: *a copy of the letter of the provisional management agreement, full inventory report of the five-year compartment and report of participatory prospecting, report of the socio economic and environmental survey, certificate of surface area measurement, articles of association and by-laws of the legal entity, minutes of the consultation meeting, minutes of the constituent general meeting, curriculum vitae of the person in charge of forest operations, registration certificate or declaration receipt of the legal entity,*

6.1.4 Inventory implementation is one of the actions to undertake while developing the simple management plan. The inventory has to be carried out by the community concerned with technical assistance of the forestry administration and/or possibly any other support organisation.

6.1.5 The inventory and especially the mapping have to be carried out in accordance with the standards and procedures spelt out in Annex 4 of this Manual.

6.1.6. The full inventory of the five-year compartment aims to carry out a qualitative and quantitative estimate of the forest; the results of the estimate are used in forecasting the revenues and planning community micro-projects.

6.1.7 The field work required to map the zone must be carried out jointly by the local forestry administration official or any other support organisation and the person in charge of forest operations, using a compass or a GPS.

Other interested parties, if any, can also take part in the inventory of the community forest.

6.4.4.3 When the simple management plan and final management agreement have been rejected by the Minister in charge of forests, the latter must inform the community concerned within fifteen days, from the date of rejection.

6.4.5 If the community does not receive a reply within sixty days as from the initial submission of the simple management plan and final management agreement to the Divisional Delegate, the community reserves the right to submit against receipt a copy of the simple management plan and final management agreement straight to the service in charge of Community Forestry together with the relevant receipt.

6.4.6 The final management agreement takes effect as from the date of signature by the competent administrative authority.

6.3.2 Article 30(3) of the Decree provides that “the community forest management agreement shall have the same duration as that of the simple management plan of the forest concerned. It shall be revised at least once every five years”.

“It shall be renewable at the end of its period of validity if the community has honoured the commitments made”.

6.3.3 A management agreement is valid for at least 25 years. Consequently, the simple management plan is also valid for at least 25 years.

6.3.4 Following Section 6.3.2 above and in accordance with Article 30(3) of the Decree, the simple management plan must be revised at least every five years.

Moreover, in accordance with Article 30(3) of the Decree, the management agreement must be renewed at the expiry of the validity period, provided that the community has respected the relevant regulations and the simple management plan(s).

6.3.5 Section 37(1) of the Law provides that the forestry services must give free technical assistance to village communities that so request. Articles 27(1) and 29(2) of the Decree specify that this free technical assistance aims to define and follow up the execution of the community forest management agreement.

6.3.6 The free assistance provided by the local forestry administration official also includes the following:

- technical advice and information on the procedures and norms for the allocation and management of a community forest,
- assistance for the development and execution

- of inventories specific to community forests,
- preparation of appropriate maps and verifying the surface area,
 - assistance for the development of the simple management plan and the management agreement, on the basis of the expectations of the community and in accordance with legislation in force,
 - appropriate training of the communities.

In accordance with Section 44(3) of the Decree, the said activities are followed up and controlled by the forestry administration.

6.4 Submission of the Simple Management Plan and the Final Management Agreement

6.4.1 The person in charge of forestry operations, assisted by the local Forestry Administration official and/or the person in charge of the support organisation, prepares seven copies of the simple management plan and the final management agreement.

The community keeps one copy. Six copies signed by the person in charge of the legal entity are submitted to the Divisional Delegate against a dated receipt for the community.

6.4.2 The Divisional Delegate forwards the six copies to the Regional Delegate with his reasoned recommendation. The Regional Delegate checks the simple plan and the final management agreement and forwards the six copies together with his reasoned recommendation to the Minister in charge of forestry, for approval.

6.4.3 If the simple management plan is approved by the Minister in charge of forestry, the six copies of the file are sent back to the Regional Delegate for forwarding to the Divisional Delegate. The Divisional Delegate in turn forwards the file to the competent administrative authority who must sign the management agreement within fifteen days after receiving the file.

After signing the agreement, the competent administrative authority keeps one copy of the file and returns the five others to the Divisional Delegate for distribution. The Divisional Delegate keeps one copy of the file, sends one to the community concerned, one to the chief of forestry post, and two to the Regional Delegate who in turn keeps one and sends the other one to the Minister in charge of forestry and wildlife.

6.4.4 If the simple management plan is rejected, the reasons for rejection must be clearly stated and the copies of the simple management plan and final management agreement must be returned together with the reasons for rejection as well as the modifications to be made to the simple management plan.

6.4.4.1 The Divisional Delegate must discuss the rejected simple management plan with the community and/or the support organisation so that this plan can be modified and resubmitted subsequently.

6.4.4.2 When a simple management plan has been rejected, the forest in question is reserved for twenty four (24) additional months as from the date of rejection so that the community concerned can modify and resubmit its plan.

accordance with the provisions of Section 7.2.2 above.

7.2.8 A copy of the contract for commercial exploitation of forest products in a community forest must be sent for validation to the competent authority in charge of forestry within 30 days from the date of signature. A copy of the contract may be submitted straight to the central administration .

7.2.9 Disputes between a business operator and a community over the harvesting of forest resources in a community forest may be brought before the court of law without prejudice to the rights of the forestry administration, in accordance with Section 65 of the Law, to suspend or cancel a logging title in case of infringement of the simple management plan by the operator.

7.2.10 According to Section 40(3) of the Law and Articles 41, 50 (1) and (2) of the Decree, commercial logging of forest products is carried out based on a logging inventory. According to Article 35(1), (2) and (3) of the Decree, this inventory must be carried out by a duly approved individual or organization for this type of inventory. It can also be carried out by development projects, NGOs and the local staff of the Ministry in charge of forestry together with or on behalf of the community concerned. Such inventories are subject to the approval of the Regional Delegate of the Forestry Administration in accordance with regulations in force. According to Article 50 (2) of the Decree, the inventories carried out by the title holder must be checked and approved by the Regional Delegate of the Forestry Administration.

7.2.10.1 According to Article 29(2) of the Decree, the expenses incurred in carrying out logging inventories are borne

SECTION VII IMPLEMENTATION OF THE SIMPLE MANAGEMENT PLAN AND THE FINAL MANAGEMENT AGREEMENT

Community forests can be managed within the framework of exercising usufruct (or customary) rights, conservation and/or commercial logging. Commercial logging can be carried out under control by sale of standing volume, logging permit or personal felling authorization.

7.1. Exercising Usufruct Rights in Community Forests

7.1.1 Article 26 (1) of the Decree provides that “the population living around State forests shall maintain their usufruct rights consisting in carrying out within these forests their traditional activities, such as collecting secondary forest products, notably raffia, palms, bamboo, cane or foodstuff and firewood”.

Moreover, Article 26 (2) of the Decree provides that “in order to meet the domestic needs for poles and firewood in particular, the neighbouring populations concerned can cut down a number of trees commensurate with such needs. They shall justify the use thereof during forest control. Under no circumstance shall they sell or exchange wood from such trees”.

7.1.2 The conditions for exercising such usufruct rights are specified in the simple management plan of the community forest concerned (Article 32(1) of the Decree).

7.2. Logging of the Community Forest

7.2.1 A community forest is logged based on its simple management plan duly approved by the forestry administration. It can be logged under control, by sale of standing volume, by individual felling authorization or by logging permit in accordance with Article 95 of the Decree.

Logging by sale of standing volume, by permit, under control or by individual felling authorization is done in a small scale or semi-industrially.

Harvesting fuel wood and timber must be done in line with the simple management plan and regulations in force.

7.2.2 Section 37(5) of the Law provides that “whatever forest products harvested in the community forest shall belong solely to the village communities concerned”.

Moreover, Section 67(2) of the Law provides that “village communities and private individuals shall be paid the selling price of the products harvested from their forests “.

Consequently, the communities are free to sign contracts for the harvesting of forest products by logging permit or by individual felling authorization in their own community forests.

Logging titles and documents are issued in the name of the community. However, a subcontractor may withdraw such documents on behalf of the community if both parties are bound by a contract approved according to regulation in force.

7.2.3 This type of agreement on the harvesting of products in a community forest, be it by sale of standing volume, by logging permit or personal felling authorization, is governed by private law contracts negotiated between the community and the business operator.

The validity period of such titles is stated in the contract; under no circumstances can it exceed neither the validity period prescribed by the forestry law, nor the duration of the management agreement of the community forest.

7.2.4 Contracts for commercial logging in a community forest, be it by sale of standing volume, by logging permit or personal felling authorization, must be concluded with the legal entity of the community forest concerned.

It is forbidden to sign contracts with groups or unions formed within the legal entities involved, on behalf of the communities concerned.

7.2.5 Article 95(2) of the Decree provides that “each community shall determine the conditions for allocating logging titles”. Thus, the communities can define their own procedures for granting logging titles as referred to in Section 7.2.1 above and Sections 56-58 of the Law.

7.2.6 According to Section 62 of the Law, the granting of logging titles for a community forest of the type mentioned in Section 7.2.1 above does not confer ownership on the land. Such titles confer rights only on the forest products referred to in the contract.

7.2.7 The proceeds from the sale of forest products from a community forest go entirely to the community concerned, in

Products in Community Forests

Since forest products of all types harvested in a community forest, except for the products banned by law, belong solely to the community concerned, non-timber forest products harvested in such forests can be sold. However, non-timber forest products must be produced or harvested in conformity with the simple management plan agreed to for the forest.

7.6.1 The simple management plan must specify if this type of products is harvested and sold at community level and determine how the income thus generated is to be used.

7.6.2 Any community with a final management agreement over a community forest can carry out logging under control and/or sign contracts with duly approved individuals or business operators who are non-members of the community for the exploitation and marketing of non-timber forest products. Such contracts must be private law contracts negotiated between the community and the business operator.

7.6.3 Deadwood collected as firewood can be marketed under the same conditions as non-timber forest products.

According to Section 37(4) of the Law, village communities enjoy a right of pre-emption in case of alienation of natural products (sand, gravel, rocks, etc.) found in their forests.

7.7 Commercial Exploitation of Wildlife Products in Community Forests

Since forest products of all types harvested in a community forest, except for the products banned by law, belong solely to the community concerned, the products derived from

by the community. They can be defrayed by a third party working in collaboration with the community, such as an NGO, a development project or a business operator.

7.3 Logging under Control

Logging under control means that village communities, which have signed a management agreement with the forestry administration, can harvest by themselves for profit, in an artisanal or semi industrial way, the timber and non timber forest resources in the forests which they have been allocated.

7.3.1 Small-scale logging is defined as logging of a small scale envisaged in the simple management plan. Timber is processed in the community forest with simple equipment such as chainsaws, portable saws, mobile sawmills, etc.

It is prohibited to take undressed timber out of the forest. However certain species can be evacuated in the form of logs as specially authorized by the Minister in charge of Forestry.

The community may use tractors to open, upon the authorisation of the Forestry Administration, access roads (4 meters of roadway) and feeder roads (3 meters of roadway) with little environmental impact using machines.

The timber sawn in a logging area can be evacuated using farm tractors or any other machine of similar size and power.

The signing of the management agreement stands for the delegation of powers to the village communities concerned to log under State control

7.3.2 The village community can sell its processed wood to any trade partners of their choice in a way that they deem satisfactory but in strict compliance with regulations in force.

7.3.3 Before starting work, each community informs in writing the local forestry administration about its equipment (trademark, standard, characteristics, capacity, owner, etc) to be used in harvesting and processing forest products.

7.3.4 In carrying out logging under control, the community must conform to the tax regulation in force.

7.4 Logging under Logging Permit

According to Article 35(1) of the Decree, logging under a logging permit (except for poles and firewood) must be carried out by an individual or an organization duly approved for logging.

7.4.1 When the simple management plan of a community forest being harvested under a logging permit includes management projects or operations, the respective responsibilities of the logger and the community must be clearly defined in the contract binding both parties.

7.4.2 According to Article 90(1) of the Decree, the total volume of trees likely to be felled under one single logging permit should not exceed 500 cubic meters. The felling area must be demarcated and subject of a pre-felling inventory.

7.4.3 According to Article 92(1) (new) of the Decree, when a logging permit covers fuel wood and poles, the felling area

must be subject to reconnaissance or, if necessary, demarcation. It is not necessary to carry out a logging inventory.

7.4.4 With regard to the financial expenses to be borne by the operator, logger, working in a community forest under a logging permit and in accordance with Section 66 (2) of the Law, the logging permit holder or the personal felling authorisation holder only pays the selling price of the forest products.

7.5 Personal Felling Authorizations

According to Article 94(2) of the Decree, the personal felling authorization must specify the area of operation as well as the number and species of trees to be felled. It is not necessary to carry out a logging inventory. The volume of trees felled under a personal felling authorization cannot exceed thirty (30) cubic meters.

7.5.1 According to Articles 35(3) and 95(3) of the Decree, the holders of personal felling authorizations are not required to be approved loggers.

7.5.2 With regard to the financial expenses to be borne by the purchaser or the community for operations carried out in a community forest under a personal felling authorization in accordance with Section 66(2) of the Law, exploitation under logging permit or personal felling authorization gives rise solely to the collection of the selling price of the forest products.

7.6 Commercial Exploitation of Non-Timber Forest

forestry activities in their respective Divisions, destined for Regional Delegates following the same model presented in Annex 11.

8.2.2. Monitoring mechanisms and instruments

Monitoring and evaluation missions shall be organised by the forestry administration, at its expense, at least once a year in each community forest.

Management entities have the obligation to report to the community at least twice a year about the progress of activities carried out to implement the management agreement.

8.2.2.1. Annual Operations Plan and Activity Reports

Under Article 96(2) of the Decree, the designated official of the community forest each year presents to the Divisional Delegate of the Ministry in charge of forestry, an operations plan, as well as a report of activities carried in the last year.

The annual operations plan is drawn up in accordance with the model in Annex 9 of this Manual. It is submitted in 5 (five) copies to the Divisional Delegate at least one month before the expiry of the current operations plan.

The Divisional Delegate gives the community a dated receipt acknowledging the submission.

The annual operations plan is drawn up by the forestry operations official, assisted by the local official of the administration in charge of forestry or/and any other support organisation.

The operations plan for the following year of the five-year

hunting in such forests can be sold.

7.7.1 Whether the products of hunting are intended for sale or domestic use, hunting in community forests is governed by laws and regulations in force and must be carried out in accordance with the simple management plan duly approved for the community forest concerned.

7.7.2 The simple management plan must specify if the products of hunting in a community forest are harvested and sold at community level, and determine the type of exploitation title.

7.7.3 Communities can sign contracts for the exploitation and marketing of hunting products with individuals or business operators who are non-members of the community, holders of the permit. Such contracts must be private law contracts negotiated between the community and the business operator.

7.8 Conditions for Circulation of Products Extracted from Community Forests

7.8.1 In order to facilitate the transportation and circulation of products from community forests, the Forestry Administration issues the required documents (waybills, certificates of origin, etc.) to the communities in accordance with regulations in force.

7.8.2 The timber transportation documents marked, numbered and initialled by the local forestry administration official must state the specifications and quantity of products transported as well as their origin and destination.

7.8.3 The circulation of non-timber forest products and wildlife products from community forests is subject to the issuance of a certificate of origin by the local forestry administration, showing the types and quantities of products transported.

7.8.4 Forest product exploitation and circulation documents can neither be transferred to another community nor to another logging company.

7.9 Conservation and Sylviculture Operations

While implementing the simple management plan, the community must undertake operations aimed at ensuring the maintenance of the ecological potential of their forest. Such actions, namely conservation and regeneration, must be in line with the simple management plan.

SECTION VIII SURVEILLANCE, SUPERVISION AND MONITORING

8.1 Surveillance

Under Article 32 (2) of the Decree, surveillance in a community forest is carried out by the community concerned. It entails searching, finding and denouncing possible breaches to the forestry administration.

8.2. Supervision and Monitoring

8.2.1. Supervision mechanisms

Under Article 38 (2) of the Decree, the implementation of community forest management agreements is done by the community concerned, under the technical supervision of the forestry administration and, where appropriate, wildlife administrations. In case of breach of this law or specific terms of these agreements, the fore cited administrations may as of right execute, at the expense of the community concerned, the works required or terminate the agreement without this affecting the usufruct rights of the population.

The Regional Delegate prepares a six-monthly report on the evolution of the attribution file, progress made and problems encountered, with regards to community forestry activities in his/her Region, in accordance with the model presented in Annex 12. This report is sent to the Minister in charge of forestry.

Divisional Delegates prepare six-monthly reports on progress made and problems encountered, with regards to community

the Minister in charge of forestry upon the presentation of a dated receipt. In the absence of any reply from the latter within a time limit of six months, the community may consider its petition accepted. In this case, the five-year action programme and the annual operations plan proposed by the community can be considered as approved.

8.2.2.3. Renewal of the final Management Agreement

Under Article 30(3) of the Decree, the management agreement of a community forest may be renewed at the end of its duration, on condition that these provisions are respected and that the community demonstrates such a desire.

The community concerned deposits a file to renew the management agreement with the Divisional Delegate, at least six copies, before the expiry date of the agreement. The renewal file shall comprise of the following:

1. a stamped application for renewal;
2. a simple management plan consisting of a five-year action programme and a detailed operations plan for the first year of the programme;
3. documentary evidence testifying the existence of the Legal Entity;
4. evidence of rectification of any serious breaches of the current management agreement and the simple management plan (as defined in Article 8.2.2.2 above);
5. if necessary, a revised copy of the articles of association of the community;
6. a report of the last General Meeting;

action programme has to align with the simple management plan and the management agreement.

The Divisional Delegate submits within fifteen days following the submission, with his reasoned opinion, 5 (five) copies of the file to the Regional Delegate for verification, approval and signature.

After signature, he/she keeps one copy and forwards one to the Minister in charge of forestry and three others to the Divisional Delegate. The Divisional Delegate keeps one copy and forwards one copy to the competent Chief of Forestry and Wildlife Post and the other one to the community concerned.

In case of rejection, the reasons must be clearly stated.

The Regional Delegate shall respond within thirty days as from the date the plan is received.

In case no response is received within forty-five days as from the date of submission with the Divisional Delegate, the plan may be considered as approved and the community may thus start operations.

An annual report on the community forest concerned is prepared according to the model in Annex 10. The report is drafted by the forestry operations official, assisted by the local official of the administration in charge of forestry and/or any other support organisation.

The annual report, in four copies, is deposited with the Divisional Delegate, against a dated receipt, at most two in

months after the expiry of the operations plan. The Divisional Delegate keeps one copy and forwards one copy to the Chief of Forestry and Wildlife Post and two copies to the Regional Delegate who in turn forwards one copy to the Minister in charge of forestry.

8.2.2.2. Revision of the Simple Management Plan

Under Article 30(3) of the Decree, the simple management plan shall be revised at least once every five years. This revision has to be done according to the following procedure:

At least four months before the expiry of the five-year period as from the date of signature of the final agreement, the community submits the following documents to start the process:

- a five-year action programme and a detailed operations plan for the first year of the programme;
- the articles of association and legalised list of bureau members, if they have been modified;
- the activity report of the previous year;
- a portion map of the new compartment;
- a copy of the management agreement;
- a copy of the reservation letter or of the provisional agreement ;
- the exploitation inventory results of the annual portion.

These documents are prepared by the community with the free technical assistance of the local official of the administration in charge of forestry and/or any other support organisation.

A file made up of documents mentioned above are prepared

six copies and submitted to the Divisional Delegate against a dated receipt. The latter forwards the six copies with his/her reasoned opinion within the following fifteen days to the Regional Delegate, who within fifteen days in turn forwards it to the Minister in charge of forestry for approval within a thirty days deadline.

Upon approval, the Minister in charge of forestry forwards the six copies to the Regional Delegate for signature.

Once the action programme and the annual operations plan are signed, the Regional Delegate forwards one copy of the file to the Minister in charge of forestry, one copy to the signatory authority of the management agreement, and three copies to the Divisional Delegate who forwards one copy to the community concerned and one copy to the Chief of Forestry and Wildlife Post.

In case the Minister in charge of forestry rejects the file, five copies of the file are returned to the Regional Delegate alongside an explanatory note stating the reasons for rejection. The Regional Delegate, forwards four copies to the Divisional Delegate. The Divisional Delegate in turn forwards two copies to the community concerned and one copy to the Chief of Forestry and Wildlife Post.

The action programme and annual operations plan are drawn up by the community with technical assistance of the local official of the administration in charge of forestry and/or any other support organisation. The file approved by the parties concerned is the revised version of the simple management plan.

In case of blockage in the course of forwarding the file after the stated deadlines, the community has the right to petition

the offences shall be addressed by the Minister or Regional Delegate in charge of forestry, where appropriate.

The Community has a period of nine months to correct the breach. After this deadline, the Administration reserves the right to either correct the infraction at the expense of the community, or to suspend or annul the management agreement.

Under Section 38 (2) of the Law, members of the community maintain their usufruct rights in the community forest, even in case of annulment of the management agreement.

Breaches of the Articles of Association of the legal entity created by the community shall be dealt with in accordance with the provisions of the articles of association and byelaws and legislation in force.

In case of dispute between the forestry administration and the community concerning the interpretation or implementation of provisions of the management agreement, the two parties shall, through negotiation, seek for a compromise.

If the negotiations fail, the parties may refer to competent jurisdictions.

In any case, the decision of the Minister in charge of forestry shall close the conciliation procedure (Article 8 (2) of the Management Agreement).

7. a report on any replacement of the manager ;

8. a draft of the new management agreement signed by the manager of the legal entity.

Seven copies of the renewal application file have to be prepared by the community which shall keep one copy and submit against a receipt, the six other copies to the Divisional Delegate, who shall forward it with reasoned opinion to the Minister in charge of forestry via the Regional Delegate.

In the case of a community forest that spans several administrative units, the community provides an equivalent number of additional copies of the file.

Upon approval of the Minister, six copies of the file are forwarded to the Regional Delegate for signature of the simple management plan. The Regional Delegate in turn forwards the file to the competent administrative authority advising the latter to renew the management agreement.

The competent administrative authority, after renewing the agreement, keeps a copy of the file and returns the five other copies to the Regional Delegate with reasoned opinion for distribution according to procedures defined in 8.2.2.2 above.

In case the Minister in charge of forestry rejects the renewal file, the file is forwarded to the Regional Delegate with reasoned opinion for distribution according to procedures defined in Article 8.2.2.2 above.

If the competent authority refuses to sign the management agreement, it has to give reasons for the refusal. Five copies

of the file are forwarded to the Regional Delegate who distributes them following the procedures defined in Article 4.2.5 above.

If the community does not receive any reply within three months from the date of submitting the renewal application to the Divisional Delegate, it may consider the management agreement as renewed.

8.2.2.4. Procedures for Settling Disputes

Sections 37 (4), 38 (2) and 65 of the Law, Articles 31 (1), 32 (2) and (3) of the Decree, as well as Articles 6 and 89 of the management agreement model (see Annex 12), concern breaches of the simple management plan and the management agreement, the procedures to be followed to sanction defaulters and sanctions that the latter are liable to. They state that:

- *the community implements the management agreement under the technical supervision of services in charge of forestry;*
- *all activities carried out in community forests have to comply with the simple management plan and the management agreement;*
- *the forestry administration is charged with controlling and monitoring the implementation of the simple management plan and the management agreement;*
- *the community has to play the role of overseer of the community forest and informant of the administration in case it knows of an offence in a community forest;*
- *when the forestry administration discovers on its*

own or is informed of an offence in the community forest, it may take a number of sanctions in accordance with regulations in force or start procedures aimed at sanctioning the offences by the court.

When the simple management plan or management agreement of a community forest is breached, the following measures and sanctions may be taken:

- seizure of products exploited, sold or circulating fraudulently (section 142, paragraph 3 of the Law);
- prosecution against the concerned offenders (Article 32 (3) of the Decree);
- carry out, at the expense of the community, works that it should have done (Section 38 (2) of the Law);
- suspension of any activity in the forest concerned (Article 31 (1) of the Decree);
- refusal to renew the management agreement (Article 30 (3) of the Decree);
- termination or annulment of the management agreement (Article 38 (2) of the Law);
- suspension or, in case of repeat offence, withdrawal of the exploitation licence or the authorisation of the business operator who would have committed the offence in the community forest (Section 65 of the Law and Articles 130133 of the Decree).

In addition to the above measures and sanctions, communities may define terms and conditions of managing other conflicts in their internal rules and regulations.

In cases where the entire community colludes in an offence warranting the annulment or suspension of the management agreement, a written warning stating the facts and gravity of

ANNEX 1: LEGAL ENTITIES OF COMMUNITY FORESTS

The Law provides that a community wishing to acquire and manage a community forest should organise itself in the form of a legal entity provided by legislation in force (Decree, Article 28, paragraph 3).

While specifying how the law has to be enforced, this Manual (Article 1.2.1.) cites four types of legal entities from which the community has to choose. They are:

- An association
Minutes of the constituent assembly, articles of association and byelaws, declaration receipt, updated list of members of the association.
- A common initiative group (CIG)
Minutes of the constituent assembly, articles of association and byelaws, registration certificate, updated list of members of the CIG.
- A cooperative society
Minutes of the constituent general assembly, articles of association and byelaws, registration certificate, updated list of members of the cooperative society.
- An economic interest group (EIG)
Minutes of the constituent general assembly, articles of association and byelaws, business licence, taxpayer's card, charges.

These types of legal entities are respectively governed by Law No. 90/053 of 19 December 1990 on freedom of association, Law No. 92/006 of 14 August 1992 and Decree No. 92/445/PM of 23 November 1992 on cooperative societies and common initiative groups and the OHADA Uniform Act on commercial companies and economic interest groups that entered into force on 1 January 1998.

SECTION IX TAXATION OF COMMUNITY FORESTS

9.1. Under the purview of the exercise of usufruct rights

According to Section 8 of the Law, usufruct right is the right recognised for the riparian population to exploit all forest products, except for protected species, for their personal use. In order to exploit such forest products, the populations concerned need no prior authorisation, nor the payment of any tax of any kind whatsoever.

9.2. Under the purview of commercial exploitation

9.2.1 During exploitation or access to products of the forest

9.2.1.1 By the community itself

Under the Law (Sections 37 (3) and 66 to 70), a community that chooses to exploit its community forest resources itself has to pay no taxes to have the right to carry out the exploitation.

9.2.1.2 By a third party with whom the community has signed a contract

When the community causes the forest to be exploited by a third party, the taxes that the latter has to pay while undertaking its activities in the forest varies depending on the type of exploitation title granted to it:

- If it is sale of standing volume, the third party pays all the taxes provided for by Section 61 (1) of the Forestry Law for all sales of standing

volume;

- If it is an exploitation permit or individual felling authorisation, the third party does not pay any tax that is specific to the forest sector. Under the Forestry Law (Sections 66 (2) and 67 (2)), the third party is limited to paying the sales price of the products concerned to the community.
- N.B.: It should be recalled that operators soliciting a sale of standing volume or an exploitation permit in a community forest must be approved in the profession.

ANNEXES

9.2.2 During the commercialisation of forest products.

9.2.2.1 If it is the community that exploits and sells the products of the community forests, it is exonerated from all taxes.

9.2.2.2 If it is a third party that sells the products from the community forest, it is subjected to all taxes provided by regulations in force concerning trade.

said that on the ground, most CIGs operate like commercial companies (operating mostly with non-members, sharing of profit between members, etc.), thereby exposing themselves to a dissolution decision that may be taken against them at any time (Law of 14 August 1992, Section 69).

The association has a disadvantage related to the fact that the law disallows it from receiving grants, donations and bequests as long as it has not been recognised as a public utility (Law of 19 December 1990, Section 11).

This prohibition seems to be very detrimental to the association that a community may create to manage its community forests, given that in almost all cases members need external financial support, at least to finance the simple management plan and to purchase logging equipment.

Upon analysis, it seems that this prejudice is neither insurmountable nor as serious as may be thought at first sight.

Firstly, the association charged with managing a community forest can rapidly and easily prove to the competent authorities that it meets the conditions provided by law to be recognised as a public utility. This entails especially effective and significant contribution to delivering on government priority objectives (Law of 19 December 1990, Section 32, paragraph 1). Poverty alleviation, which is one of the main objectives pursued by the law that institutes community forests, is in fact part of the priority objectives of government.

Furthermore, grants, donations and bequests are just sources of funding amongst others. This includes the contributions of members (inhabitants of the village and external elites, development committees), loans from elites and elsewhere, forest royalties, revenues of community activities.

The association also has a disadvantage in that it has to be

In order to make an informed choice among these types of legal entities, it is desirable that the community takes into consideration the advantages and disadvantages presented here below for each of them.

The first advantage of the EIG is that it is easy to create: two persons can create it and the articles of association are not necessarily drafted by a notary, as is the case for some commercial companies governed by the same uniform act. It is also easy to legalise it: its registration in the business and property insurance register, kept by the registry of the court of first instance of the sub-division concerned, suffices to make it legal (Uniform Act of commercial companies and EIGs, Article 827).

But for several reasons, it seems not quite appropriate as a management body for a community forest. The reasons include:

- the fact that as defined in Article 869 of the Uniform Act cited above, it is concerned with the promotion of the interests not of a community (of which not all the members are necessarily registered) as the law requires of a community forest management body (Decree, Article 3, paragraph 16), but solely that of its members;
- the legal requirement that states that its activity must be mostly attached to the economic activities of its members. Because of this requirement, each member of an EIG created by a community for the commercial exploitation of timber has to prove past forest exploitation activity, something that is practically impossible.

Cooperative societies and common initiative groups are subject to a guide that facilitates their creation and constitution of the legalisation files. This is the guide to understand and implement the 1992 law that MINAGRI published in 1993. It can be found at regional delegations of the Ministry in charge of Agriculture. It aims both at popularising the law and

presenting sample articles of association and other documents of the legalisation file.

But these two types of legal entities have a common disadvantage in that communities have to cover long distances to go and have them legalised at the Regional headquarters. They also share the disadvantage of the extended powers that the 1992 law gives to the regional service in charge of records, where they register to have legal existence. This service, empowered to refuse a registration (Law of 14 August 1992, Section 55, paragraphs 2 and 3) has to receive from the Board of Directors of the cooperative or the Delegate of the CIG within a time limit of two months following the approval or decision, some documents such as annual activity reports, accounts, minutes of meetings (Law of 14 August 1992, Sections 58 and 59), failure of which sanctions going as far as dissolution may be taken.

Apart from these common disadvantages, **cooperative societies** have specific disadvantages concerning mostly:

- the complexity and bottlenecks of the management procedure. The law requires that it be structured by a general assembly of members or delegates of grassroots units, a board of directors, a supervisory committee, and a salaried manager (Law of 14 August 1992, Sections 15 to 31);
- the legal requirement to keep business accounting in accordance with plans and procedures applied in Cameroon (Law of August 1992, Section 38 paragraph 1);
- the legal requirement that the operations of the cooperative society with its members should be its main activity (Law of 14 August 1992, Section 4 paragraph 2).

The result is that contrary to a commercial company, a cooperative society cannot have as main objective to provide services or sell goods in the market, to non-members.

Cooperatives can only have activities with non-member users in such proportions as determined obligatorily in their articles of association (Law of 14 August 1992, Section 10 paragraph 2). Fulfilling these requirements by a cooperative that is responsible for the management of community forest appears to be difficult given that the members of this body, who like other members of the community concerned maintain their usufruct right will have neither the interest nor the means of being the main buyers of products harvested from the community forest.

- the legal obligation to share profit between members. Section 11 of the Law of 14 August 1992 requires that at the end of each year during which there has been a positive balance sheet, the cooperative distributes to its members an interest on the released social shares and dividends on a prorata basis of operations that each of them has carried out with the cooperative society.

Like what is presented above, this requirement is understandable for a legal type of organisation whose primary goal it to promote the economic interest of its members. This promotion consist in enabling members directly increase their individual incomes (joint sale for example) or economise (joint purchase for example), and to distribute to them part of the profit derived from the operations carried out. It is rather not in line with the ultimate goal of instituting the management of a community forest, given that the latter's goal is the interest of the entire community concerned, through the development of social amenities for the community.

The CIG also has specific disadvantages, of which the main one is related to the fact that it can only operate with its members (Law of 14 August 1992, Section 51 paragraph 1). Logically, its members will never be the exclusive buyers of products extracted from the community forest. It should be

place. In addition to internal control, it will be beneficial for the community to provide for an external controller with knowledge in accounting to, from time to time, be called in. This controller may for example come from the local administration or from a partner NGO.

- those that do not allow an individual or a minority to validly decide on behalf of the legal entity. This will entail providing for the minimum number of members who have to be present during a meeting for a valid decision to be taken on behalf of the legal entity or the management team as the case may be. This will also entail providing majority rules to be followed during decision-making.
- those facilitating conflict prevention and management within or out of (administration, partners ...) the legal entity. It will be beneficial for the community to better define in its articles of association, membership conditions allowing for the possibility to have new members all along the life of the legal entity. It will also be desirable that the community specifies conditions for exclusion and disciplinary rules (fault, sanctions, body or person with authority to mete out sanctions).

non-profit making, whereas the management body of the community forest is interested in marketing the goods and services derived from the forest.

In reality, the non-profit making goal of an organisation is not incompatible with it carrying out economic activities. It simply has to pay taxes on the activities that generate profit and use the money to cover its recurrent expenditures and achieve its objectives. The association (Law of 19 December 1990, Section 2), like other non-profit organisations, is not prohibited by law to look for profit, but not to share it among its members. Thus, as association whose objective is to promote development in a village may use its financial resources derived from the exploitation of community forest products for this purpose, without infringing the law.

Furthermore, the association has the following several advantages:

- it is easy to create and legalise it. This ease is from the fact that the Law of 19 December 1990 gives members a good leeway both in determining the content of articles of association and in choosing the structures to be set up. Also, the legalisation file is submitted at the sub-divisional office of the headquarters of the association.
- its primary goal is social (Section 2 of the Law of 19 December 1990). For members of this type of organisation, it does not entail looking for profit to be shared, nor to promote their individual interest, rather generally to seek a profitable objective to a more or less large group of individuals. This peculiarity of the association ties well with the goal that the management body of a community forest has to pursue.

Regardless of the type of legal entity chosen by a community, it is desirable that during the drawing up of the articles of the

association, special emphasis be put on providing for maximum representation and accountability in the management of the said entity.

These provisions include:

- those ensuring that the legal entity truly integrates all the components of the community (various social classes, ethnic/tribal minority, etc.);
- those ensuring that the bureau of the management body truly represents all the components of the management body;
- those separating powers between various structures of the management body (general assembly, council of elders, executive bureau, etc.);
- those distinguishing the responsibilities of members of the management body (President or Delegate of the entity, treasurer, secretary, forestry operations officer, advisers, etc.);
- the articles of association have to clearly determine the role and functions of each structure, while avoiding to entrust the same duty to two different structures. They also have to prohibit cumulating of functions and clearly define the powers of each of the members of the management team, so as to avoid conflict of authority. For the sake of internal control, for example, the president or delegate of the legal entity should not also be the forestry operations officer, treasurer or auditor.
- those limiting the term of office of the members of the management team. In order to avoid abuse and foster rotation of members of the legal entity within the management team, it will be desirable that the articles of association provide a short term of office, with the possibility of renewal.
- those that avoid that the forestry operations officer does not appear to be the boss of the community forest. On the basis of the Manual, the community may validly designate

first forestry operations officer only during the consultation meeting, which means after the creation of the legal entity. But it will be desirable that the articles of association includes the forestry operations officer as one of the members of the executive bureau and that he/she should be elected at the same time as the others. Thus, during the consultation meeting he/she will just be presented officially. This solution avoids a situation where as an official out of the executive bureau, the forestry operations officer does not appear to be independent of the bureau and also to appear as the real boss of the community forest.

- those stating how revenues derived from the community forest will be used. It will be desirable that the articles of association restate that in accordance with the law, revenues drawn from the community forest will not be shared between members of the legal entity nor between members of the community. These revenues should be allocated only to finance the recurrent expenditures of the legal entity or to provide social amenities (water supply, village electrification, road construction and maintenance, construction and equipment of health centres or schools, etc.) that are beneficial to the entire community.

It is also desirable that the articles of association state how funds will be kept and who will have to sign for disbursement of funds. In order to avoid abuse, several signatories are recommended.

- Those organising an audit or internal and external control of the accounts of the legal entity. It will be desirable that the articles of association specify the structures and members of the management team that will be empowered to control the accounts of the legal entity. It may for example at the same time be the general assembly and a specialised body created for control or an auditor. It is necessary to state how and when the control has to take

DF/ SDFC of 12 February 2009 to adopt the document titled “Manual of procedures for the attribution and norms for the management of community forests, 2009 version”, a provisional agreement is hereby established between the Ministry of Forestry and Wildlife and the community called, following the application submitted by the latter on to acquire a community forest.

Article 1 : This Agreement lays down the terms and conditions under which the administration in charge of forestry and the community intervene in the community forest concerned of which the coordinates and boundaries are fixed as follows:

(a) Coordinates

This forest passes through the following points _____ of the UTM coordinates:

(b) Boundaries

Point A called the base _____

The forest thus circumscribed covers a surface area of (_____ ha) _____ hectares.

Article 2: After verifying that the forest zone concerned of the national estate is not subject to any forest exploitation title or any other use as duly published in the land use plan, the Minister declares that the forest zone concerned is temporarily attributed to the community named _____, situated in _____ Sub-

ANNEX 2: MODEL MINUTES OF A CONSULTATION MEETING

During the meeting held at on the with the intention of acquiring and managing a community forest, we the undersigned, members present, have adopted the following resolutions:

On the at a consultation meeting was held attended by the members of the association/ CIG/cooperative/ EIG/ named also known as governed by Law No. of and its Implementation Decree No. of The meeting was supervised by the D.O./S.D.O. or his/her representative of assisted by the Chief of Forestry Control Post/Divisional Delegate in charge of forestry.

Also in attendance were

Resolution 1

The objective of this group is to acquire and sustainably manage a community forest the priority use of which are outlined below:

1. Main priority:

2. Secondary priorities:

- Sustainable harvesting of medicinal plants;
- Sustainable production of timber and non-timber products;
- Sustainable hunting and any other purpose that might be specific in the management plan.

The forest concerned is located in District/Sub-Division/Division/ and covers a surface area of hectares, the boundaries of which have been fixed as follows:

Resolution 2

During the meeting, the objectives and boundaries of the community forest were adopted by out of members present belonging to the legal entity.

Resolution 3

The following person has been designated as the forest operations officer of the legal entity.

Name:

Profession:

Personal address:

Resolution 4

The legal entity represents all the components of the community.

Done at:, today the:...../.....20.....

Name and signature of those in attendance:

No.	Name	Function	Address	Signature
1				
2				
3				
4				
5				

Signature and seal of the administrative authority who chaired the consultation meeting

ANNEX 3: MODEL PROVISIONAL MANAGEMENT AGREEMENT OF A COMMUNITY FOREST

Foreword

Annex 3 of this Manual presents the “Model of the provisional management agreement of a community forest”. This model is filled by the service in charge of Community Forestry when a file for the attribution of a community forest is received at the Department in charge of forestry.

REPUBLIQUE DU CAMEROUN
Paix - Travail – Patrie

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTERE DES FORETS ET DE
LA FAUNE

MINISTRY OF FORESTRY AND
WILDLIFE

SECRETARIAT GENERAL

SECRETARIAT GENERAL

DIRECTION DES FORETS

DEPARTMENT OF FORESTRY

No. _____CPG/MINFOF/SG/DF/SDFC/SRPSG

PROVISIONAL MANAGEMENT AGREEMENT OF A COMMUNITY FOREST

In accordance with laws and regulations in force, especially Ministerial Decision No. **0098/D/MINFOF/SG/**

Internal boundaries

It is not obligatory to establish internal boundaries and to create compartments. However, for large zones that may be full of very varied features (for example in terms of plant species and topography), it may be useful to divide the forest into units or compartments, for management purposes. The number and surface area of these compartments depend on priority uses, plant and tree composition of the forest, as well as the topography of the zone.

In order to collect baseline data (plant and tree resources, animal species and topographical features) in the forest concerned, transects or paths have to be laid through the forest at specified intervals determined by the sampling rate chosen. The first step is to choose an external boundary as a transect reference and mark the line based on this interval. From each beacon or landmark, transect sections, parallel to one another, will be determined using compass bearings. Trees and plants (for priority use interest of the forest) found all along or near the transect section (within a radius of 10 meters), as well as baseline data such as the tree diameters, have to be recorded in the field book. Observations of animals and evidence of their presence will also be recorded.

Topographical features (such as waterways, marshes, gullies, etc.) also have to be recorded. Each transect section is measured such that all the features observed can be localised/recorded accurately along the transect section. In order to determine accurately the extent or length of a feature, it is necessary to move away from the transect section. All the information and data recorded for each transect section has to be recorded in a field book. Once reconnaissance work carried out along the transect section is over, the next step is to choose the internal boundaries and place beacons and landmarks following the same procedures as for external

Division of _____ Division, _____
Region, for a period of **two years**.

Article 3: (1) This provisional agreement confers to this community the right to annually solicit authorisation to exploit a felling plot with a surface area determined on the basis of the sectioning of the compartments of the reserved community forest.

(2) The community concerned is called upon during this time to draw up a simple management plan appropriate for the forest concerned and to comply with the terms and conditions and the procedures that come before the signing of the final management agreement between the community and the administration in charge of forestry.

(3) In this regard, the forest zone concerned cannot be the subject of any attribution by the Administration in charge of forestry before the the expiry of this time limit.

Article 4: This provisional agreement shall take effect as from the date of signature by the Minister in charge of forestry.

Done at On

READ AND APPROVED

**Manager of the Legal
Entity**

**The Minister of
Forestry and Wildlife**

ANNEX 4: INVENTORY OF A COMMUNITY FOREST

Community forest inventory is a field survey carried out in community forest zones with the aim of:

- (i) Establishing the external and internal boundaries of the forest;
- (ii) Collecting qualitative baseline data on trees, animal resources, non-timber forest products and the topography.

Data collection should have a relation with priority uses of the forest. For this purpose, the team shall be made up inter alia of:

- a person charged with identifying tree species (with good knowledge of the local names of trees of the forest)
- a hunter
- a collector of non-timber forest products.

Outputs of the inventories are:

1. Demarcation of external and internal boundaries on the ground.
2. Drawing of a map at 1:50 000 scale of the community forest depicting the external and internal boundaries, as well as major natural and artificial features;
3. Description of all compartments or forest management units.

The map of the community forest and the descriptions of compartments will serve as basis for planning all the operations and development envisaged in the management plan. It is not necessary to carry out exploitation inventories during the preparatory phase of the management plan. Community forest inventories help in identifying zones where logging can be carried out, and logging inventories may be included in the

management plan proper. Exploitation inventories are not necessary when exploitation activities of resources (timber, wildlife, water, mineral, etc.) are not envisaged in the forest concerned.

In the field

Fieldwork to prospect a community forest focuses on four operations:

1. permanent location and demarcation of the external boundaries of the community forest;
2. permanent location and demarcation of the internal boundaries of the community forest;
3. identification and location of trees/plants of interest in the community forest and, if appropriate, recording animal and other resources found in the zone;
4. location and recording the topographical features of the zone.

External boundaries

The external boundaries of the forest are first determined. The boundary is marked out by beacons or landmarks that may be a heap of stones or iron or wooden poles planted in the ground. A tree or a boulder can also serve as a beacon or landmark. These beacons or landmarks have to be placed after every 500 meters when the boundary is on a straight line, and at every bend of the boundary in other cases. Natural features such as waterways, or artificial features, such as roads, may be used to mark boundaries. In this case, it is not necessary to place beacons or landmarks along the waterway or the road. Once the beacons or landmarks have been placed, the boundaries are surveyed using a compass and topofil string, a GPS, a steel tape or a chain to measure distances. All the angles and distances have to be written down in an observation notebook to be used in the mapping.

ANNEX 7: INVENTORY OUTPUTS

7a) Inventories - FLORA

Species	Number of stems		Volume	
	Future (<DME)	Exploitable (>DME)	Future (<DME)	Exploitable (>DME)

7b) Inventories – WILDLIFE

Species	Number seen	Sign of presence (evidence, sounds, food, droppings)	Quantity per sign	Remarks

7c) Inventories – Non-timber forestry products

Species	Type of product (leaf, root, liana, bark, others...)	Estimate (abundant, rare, very rare)	Remarks

boundaries. Once the beacons and landmarks are placed, the internal boundaries are surveyed using a compass and a topofil string (or a GPS, a chain or a steel tape). All measurements and angles surveyed are recorded in the field book.

Implementation

The inventory has to be jointly carried out by the community, the manager and the local forestry administration official. The latter is charged with surveying the external boundaries and drawing the map at a scale of 1:50 000. The Manager is charged with marking out the boundaries and transects, and providing equipment needed for the beacons or landmarks and the placing of the latter. Any competent person or entity, approved by the forestry administration official is allowed to undertake part or all the operations carried out in the features survey. Where appropriate, these operations have to be approved by the forestry administration.

ANNEX 5: DESCRIPTION OF COMPARTMENTS

Compartment No.	Surface area	Resources			Topography	Major use(s)	Secondary use(s)
		Timber	Non-timber	Wildlife			

Topography: Main waterway, high gradient, marshes, etc.

ANNEX 6: FIVE-YEAR SOCIO-ECONOMIC DEVELOPMENT PLAN

Priority actions	Location in the community	Executor	Execution period	Total cost	Remarks
1. Construction of a well	Health centre of the neighbourhood	Delegate of the CIG	December 2001	1,200,000	
2. Construction of a classroom	Government school	Delegate of the CIG	January 2003	800,000	
3. Payment of school fees		Delegate of the CIG	September 2003	300,000	
4. Construction of a shed	Chief's palace	Operations officer	April 2003	450,000	
5. Provisioning of the bursar's office				shade	
6. Etc.					

ANNEX 10: ANNUAL ACTIVITY REPORT

Year:
 Community:
 Number of the forest:
 Location:
 Region:
 Division:
 Sub-Division:
 Compiled by:
 Submission date of file to the Forestry Administration
 Verification by the Divisional Delegation.....

1. Compartments

Compartment No. and Use	Activity	Objectives	Achievements	Remarks
1. Logging	Logging	250 ha.	250 ha.	Volume harvested - 1 000 m ³ - Sapelli
2. Protection	Picking of firewood, honey and medicinal plants			Illegal felling of poles
3. Production of the barks of Prunus	Plantation	1 000 trees	800 trees	Problems : failure with regards to nurseries

3. General activities

Location	Activities	Objectives	Achievements	Remarks
Village nursery	Young plants of Prunus	1 000	800	Destruction of 400 young plants by rat moles
External boundary line	Clearing of boundary lines	10 km	10 km	Carried out in May and November
Access road	Clearing of road sides	2 km	2,2 km	

Signature of the executor of the SMP

Signature of the Manager of the Legal Entity

Date :

ANNEX 8: MODEL OF THE FIVE-YEAR ACTION PROGRAMME

Compartment: 2

Surface area: 1,000 ha

Use(s): Logging of hard timber Period: 2003 - 2007

Year 1 (2003)	Year 2 (2004)	Year 3 (2005)	Year 4 (2006)	Year 5 (2007)
1. Demarcation of compartment to be logged	1. Renting of a motor chain-saw	1. Demarcation of compartment to be logged	1. Demarcation of compartment to be logged	1. Small-scale logging on 200 ha
2. Exploitation inventory	2. Training of fellers	1. Small-scale logging on 200 ha	Small-scale logging on 200 ha	2. Maintenance of the motor chain-saw
3.	3. Prospecting and organisation of the timber market	2. Retraining of fellers Maintenance of the motor chain-saw	2. Purchase of a motor chain-saw	3. Filling of the logging site book
4. Selection of seedlings and protected species	3. Small-scale logging on 200 ha	3. Filling of the logging site book	3. Filling of the logging site book	4. Sylviculture to foster regeneration on 200 ha
5. Identification of future stems	4. Filling of the logging site book	4. Sylviculture to foster regeneration on 200 ha for the year 2004	4. Sylviculture to foster regeneration on 200 ha year 2004 and year 2005	5. Surveillance
6. Surveillance	5. Surveillance	5. Surveillance	5. Surveillance	6. Report
7. Activity report	5. Report	5. Report	5. Report	

ANNEX 9: ANNUAL ACTION PLAN

Year:

Community:

Number of the forest:

Location:

Region:

Division:

Sub-division:

Compiled by:

Submission date of file to the Forestry Administration:

Verification by the Divisional Delegation:

Name of the forest:

Compartment No. 2

Surface area of the compartment:

Use(s) : Logging

Area	Activities	Sub activities	Expected outputs	Execution period	Resources	Responsibility
Administration	1. List of possible logging companies	Drafting of the first invitations to tender to be published in local newspapers. Deadline for submission of bids: June 1998.				
	2. Selection of the logging company	Organisation of a committee meeting in July to select the logging company				
	3. Drafting of the contract	Negotiations and drafting of a contract with the logging company. Deadline September.				
	4. Informing the local Forestry Administration	Sending of a copy of the final documents to the local Forestry Administration official.				
Logging and management						
Socio-economic development						

Remarks

ANNEX 9 (Cont.): Annual Action Plan

Year:

Name of the forest: **Number of the forest:** **Surface area:**

Operation/Activity	Location	Details
1. Demarcation of boundaries	External	Clear demarcation lines of boundaries (on a width of 2 meters) in May and November. Verify beacons
1. Demarcation of boundaries	Internal	Clear demarcation lines of boundaries (on a width of 2 meters) in May and November. Verify beacons
3. Access road	From the main road of compartment 2 (see map)	Indicate the access road and clear it 6 meters wide (along about 2 km)

all the benefits accruing therefrom.

(3) All other taxes and benefits arising from the exploitation (including the contribution towards social amenities, the costs of forest inventories, and the costs of management projects for the said forest and the price of the timber) shall go directly to the said community. The amount and type of these taxes, contributions and benefits shall be the subject of a contract agreed upon between the said exploiter and the community concerned.

Section 3 : (1) This Management Agreement is valid for 5 years and renewable for as long as the community acts in conformity with the prescriptions of the Simple Management Plan.

(2) Notwithstanding the provisions of sub-section 1 above, the Simple Management Plan, which is an integral part of this agreement, is subject to revision at least once every five years. This revision, which shall be jointly undertaken by the contracting parties, shall not affect the obligations of the community enunciated in sub-section 1 above.

Name of community	Reference No.	Simple Management Plan approved? YES/NO	Management Agreement signed? YES/NO

Section 4 : (1) The procedure for the revision of the Simple Management Plan shall be as follows:

Four months before the expiry of a period of five years, and earlier if so agreed to by both the community and the Forestry Administration, the Regional Forestry Administration shall, by official letter, request from the community the following documents, drawn up jointly by the community and the local Forestry Administration Official.

ANNEX 11: SIX-MONTHLY REPORT OF A COMMUNITY FOREST (REGIONAL – DIVISIONAL)

Region/Division :
Period :
Signed :

Regional Delegate/ Divisional Delegate

1. Application for the attribution of a community forest

Name of community	Legal Entity	Location (Longitude and latitude)	Surface area	Application approved Yes / No?	Remarks

2. Management Agreement and Management Plan

Name of community	Reference No.	Simple Management Plan approved? YES/NO	Management Agreement signed? YES/NO

3. Management Agreement and management plan (renewed /revised)

4. Problems and progress made

Name of community	Location	File signed? YES/NO	Management Agreement signed? YES/NO	Problems and progress

ANNEX 12 : MODEL OF FINAL MANAGEMENT AGREEMENT FOR COMMUNITY FOREST

MANAGEMENT AGREEMENT FOR COMMUNITY FOREST No.

Mindful of Law No. 94/01 of 20 January 1994 to lay down regulations for Forests, Wildlife and Fisheries;
Mindful of Decree No. 95/531/PM of 23 August 1995, to lay down conditions for the application of Forest Regulations;
Mindful of Decree No. 2004/320 of 8 December 2004 to organise the government;
Mindful of Decree No. 2004/322 of 8 December 2004 to form the government;
Mindful of Decree No. 2005/099 of 6 April 2005 to organise the Ministry of Forestry and Wildlife
Mindful of Decree No. 78/485 OF 09 November 1978 to lay down the attributions of chiefs/heads of Administrative Units and the organisation and the personnel charged with assisting them in the execution of their functions, and subsequent amending texts;
Mindful of Decree No.
appointing the Governor or Senior Divisional Officer of
Mindful of the application dossier for the attribution of a Community Forest presented by ...
Mindful of the necessities of service,
An agreement for the management of a Community Forest on national estate of a surface area ofhectares is hereby established between :

The Administration charged with the management of Cameroon's forest represented by Mr. on the one hand, and the Manager of the Community forest of, on the other hand.

The two parties have agreed as follows:

Section 1 : This Management Agreement established between the Minister in charge of Forestry, represented by the Governor or the Prefect and the Community named Represented by Mr the manager, lays down the conditions of intervention of the Forestry Administration and the community in the said Community Forest, the boundaries of which have been fixed as follows :

- To the north
- To the south
- To the east
- To the west

and of which the total surface area is hectares

Section 2 : (1) The forest solicited is intended for :and any other objective that may be duly agreed upon between the parties in revised versions of the Management Plan.

- (2) Where there is exploitation of the said forest by exploitation permit or individual felling authorisation, the community shall be entitled to

within the Community Forest concerned. Serious repeat offences which involve the collusion of the community as a whole shall entail annulment of the Management Agreement of the said Community Forest. The suspension and/or annulment of a Community Forest Management Agreement shall be subject to paragraph (e) and Section 8 below.

e) In cases where the community as a whole has colluded in serious breaches of the Management Agreement and Plan which warrant suspension and/or annulment of the Management Agreement, a written warning stating the facts and gravity of the breach or breaches, shall be issued by the local Forest Administration Official. Where the community fails to comply within a reasonable period of grace not exceeding nine (9) months, the Forestry Administration reserves the right to either correct the breach(es) at the community's expense, or suspend or annul the Management Agreement.

f) The nature and gravity of offences shall comply with those outlined in Section 5.4 of the "Manual of Procedures for the Attribution and Norms for the Management of Community Forests".

g) Breaches of the Articles of Association of the community's legal entity shall be dealt with under the relevant legislation in force.

h) The annulment or suspension of a Community Forest Agreement shall not affect the customary usufruct rights of the population in the said forest.

i) Agreements to exploit timber in a Community Forest, whether by sale of standing volume, exploitation permits or individual felling authorizations shall be governed by private-law contracts negotiated

- (i) a five-year action programme and a detailed plan of operations for year one,
- (ii) documentary evidence that the community still exists as a legal entity,
- (iii) a document detailing the number and types of exploitation titles to which the Community Forest is subject,
- (iv) if necessary, a new map of the area,
- (v) information on any change in the identity of the Manager.

The community shall lodge three (3) copies of the revised Management Plan with the Divisional Delegate of the Ministry in charge of Forestry. The administration shall process the revised Management Plan in accordance with the procedures laid down in Sections 5.2.1 to 5.2.3 (inclusive) of the "Manual of Procedures for the Attribution and Norms for the Management of Community Forests".

(2) The proposed five-year action programme may be developed, with the agreement and collaboration of the community, by the regional forestry administration and any non-governmental organisation or development project rendering free assistance to the said community. The mutually-agreed action programme shall constitute the revised version of the Management Plan. A sealed undertaking by both parties to respect the revised Management Plan and the forestry regulations shall be drawn up.

(3) In case of dispute or blockage arising from the revision exercise, the community shall be entitled to petition the Regional Governor and if dissatisfied with

the answer, the Minister in charge of Forestry. Where both officials fail to respond within a period of six months, the community shall consider its petition as accepted. In this case the five-year action programme proposed by the community shall be considered to be approved.

(4) Notwithstanding the provisions of sub-section 3 above, if the community has not received a reply from the Regional Delegation within three months after submitting the five-year action programme, the said programme shall be considered to be approved.

Section 5 : (1) The community undertakes to conform to the prescriptions of the Simple Management Plan both in its original and revised form (s), notably as concerns the execution of the various activities and the production of an annual report conforming to that laid out in Annex 9 of the “Manual of Procedures for the Attribution, and Norms for the Management of Community Forests”.

(2) However, some or all of the activities mentioned in the attached Management Plan may be undertaken on behalf of the community by a third party pursuant to a separate contractual arrangement.

Section 6 : (1) Surveillance in a Community forest shall be carried out by the community concerned. However, the local Forestry Administration shall also be responsible for monitoring activities in a Community Forest and initiating prosecution or compounding (i.e. out-of-court settlement) against perpetrators of breaches of the Management Plan and the Management Agreement. The legal provisions and

procedures for compounding are found in Section 146 of the Law and in Article 136 of the Decree.

(2) Breaches of the Management Plan or Management Agreement shall be dealt with as follows :

a) All breaches of the Management Plan within a Community Forest perpetrated by an individual or individuals who are not members of the community to which the said forest has been attributed, shall be dealt with by compounding or individual prosecution via the normal channels. This applies irrespective of whether the breach(es) is/are serious or not, or repeated or not.

b) Cases of minor breaches of the Management Plan or Agreement by members of the community, to which the Community Forest has been attributed, shall be dealt with by the said community in accordance with the provisions of its Articles of Association. However, repeated breaches of the Management Plan or Agreement shall be deemed serious offences.

c) The community, through the Manager it has selected, is required to report all serious breaches of the Management Plan or Agreement to the forestry services. In such cases the individual or individuals, whether community members or not, shall be prosecuted via the normal channels, irrespective of the aggravated nature of offences.

d) In cases where the community as a whole colludes in serious breaches of the Management Plan or Agreement, first offences shall result in the suspension of the Management Agreement for one year, during which time no commercial logging may take place (2)

between the community and the timber exploiter. The duration of the validity of these permits shall be determined in the contract, but in no case shall extend beyond either the period of validity provided for by the Forestry Law or the duration of the Community Forest Management Agreement. Disputes arising between the forest exploiter and the community concerning timber exploitation in a Community Forest shall be subject to adjudication in the common law courts. This does not prejudice the rights of the Forestry Administration under Section 65 of the Law to suspend or annul the exploitation licence in case of serious breaches of the Management Plan on the part of the exploiter.

Section 7 : The procedure for the renewal of this management agreement shall be as follows :

(1) The community concerned shall apply to the competent administrative authority which signed the Management Agreement, via the Divisional Delegate of Forestry and Wildlife, five months before the expiry of the contractual period, for the renewal of the agreement. The community shall prepare an application dossier with the following documents:

- (i) a stamped application,
- (ii) a simple Management Plan consisting of a five-year action programme and a detailed plan of operations for year one,
- (iii) documentary evidence of third-party interests, including all exploitation titles in the said forest,
- (iv) evidence of rectification of any serious breaches (as defined in Section 5.4.2 of the

“Manual of Procedures for the Attribution and Norms for the Management of Community Forests”) of the existing Management Agreement and Management Plan,

- (v) if necessary, a revised copy of the community’s constitution or articles of association,
- (vi) a record of any changes in the identity of the Manager,
- (vii) a new Management Agreement signed by the community’s Manager.

(2) The community shall lodge five (5) copies of the application with the Divisional Delegate of the Ministry of Forestry and Wildlife. The administration shall process the application in accordance with the procedures laid down in Section 5.3.2 to 5.3.6.1 (inclusive) of the Manual of Procedures for the Attribution and Norms for the Management of Community Forests.

(3) If the community has not received a reply within four (4) months from the date of lodging the application with the Divisional Delegate, the community shall consider the Management Agreement to be renewed.

Section 8 : (1): In the event of a dispute between the contracting parties concerning the interpretation or execution of the Management Agreement, and notwithstanding the provisions of Section 6 (1) paragraphs (d) and (e) above, the two parties shall seek solution by negotiation.

If the parties cannot reach agreement by negotiation, they shall jointly or severally, through a written formal complaint, seek the good offices of the administrative authority which signed the contract, and in default of a satisfactory solution, the complaint shall be made to his immediate superior. However, where the signatory authority is the Governor or the Minister of Forestry and Wildlife, the complaint shall be made to the Minister of Forestry and Wildlife and his decision shall conclude the conciliation procedure.

Section 9 : The contracting parties solemnly declare that they are aware of the terms of the agreement and accept without reservation all its provisions.

Section 10 : This agreement shall take effect from the date of signature by the Minister.

Done at on

READ AND APPROVED

**THE MANAGER OF THE LEGAL
ENTITY**

**THE MINISTER
IN CHARGE OF FORESTRY**