



**REPUBLIC
OF MALAWI**

*The Ministry of Natural
Resources and Climate
Change*

FOREST CO- MANAGEMENT AGREEMENT

**Mua-Livulezi Forest
Reserve**

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**FOREST CO-
MANAGEMENT
AGREEMENT FOR
MUA - LIVULEZI
FOREST RESERVE**

ENGLISH VERSION

This Forest Co-Management Agreement for Mua-Livulezi Forest Reserve is an agreement among:

- The Government of Malawi through the Department of Forestry;
- The Local Communities through Traditional Leaders; and
- Dedza District Council (DDC).

PREAMBLE

This Forest Co-Management Agreement dated.....day of.....is between:

- THE GOVERNMENT OF THE REPUBLIC OF MALAWI, acting through the DEPARTMENT RESPONSIBLE FOR FORESTRY whose postal address is P.O Box 30048, Lilongwe3 (hereinafter referred to as “DoF”).
- THE DEDZA DISTRICT COUNCIL, whose postal address is P. O Box 140, Dedza (hereinafter referred to as DDC).
- LOCAL COMMUNITIES under the 14 Mua-Livulezi Forest Reserve Block Management Committees under the following Traditional Authorities (TAs): Kachindamoto and Kamenya Gwaza (hereinafter referred to as Local Communities). Hereinafter individually referred to as a ‘Party’ and jointly referred to as ‘Parties’.

Whereas,

- a) DoF mandate is to ensure sustainable development and utilization of forest resources for socio-economic growth and development of Malawi.
- b) The Forestry Act (1997) and the Amendment Act (2020), Section 25 (co-management of forest reserves), empowers the Director of Forestry to “enter into agreements with local communities, local government authorities, non-governmental organizations or private sector partners for the development and implementation of management plans for the principal purpose of forest conservation.
- c) The DoF Standards and Guidelines for Participatory Forest Management (2006) provide additional guidance on the development of forest management plans, and the establishment of co-management agreements.
- d) The Parties to the Agreement have worked together to conduct forest inventory, and to develop a forest management plan that supports the implementation of this Forest Co-Management Agreement. The partnership between the Government, DDC, and Local Communities of the Mua-Livulezi Forest Reserve is incorporated in this Forest Co-Management Agreement, as well as the Forest Management Plan (2022-2026).
- e) The Local Communities have displayed total willingness to participate in co-management of the Forest Reserve and have properly organized themselves through Traditional Leadership (Specifically Traditional Authorities Kachindamoto and Kamenya Gwaza and their Group Village Heads) into Block Management Committees.
- f) The Parties acknowledge that the forest reserve’s provisioning and regulating services have drastically reduced mainly due to high levels of deforestation and forest degradation, hence the wish to enter into an agreement to restore the Forest Reserve such that it continues to provide non-timber forest

products (NTFPs), biodiversity, and regulation of water for irrigation, human consumption, and other uses can be enhanced.

- g) The best way to conserve and manage the resources of Mua-Livulezi FR is through a three-party partnership among the Local Communities, the DDC, and the DoF.

THEREFORE, in consideration of the foregoing, the Parties hereto agree as follows:

This forest co-management agreement (hereinafter referred to as the “Agreement”) is made for the Mua-Livulezi Forest Reserve (MLFR), hereinafter referred to as MLFR, and entered into by and between the Government of Malawi, represented by the DoF, hereinafter referred to as “DoF”, DDC, and the Local Communities (represented by Traditional Authorities (Kachindamoto, Kamenya Gwaza) and 14 Group Village Heads(GVH) surrounding Mua-Livulezi Forest Reserve), collectively referred to as “Traditional Leaders”.

INTERPRETATIONS

Acronyms and Abbreviations

BMC	Block Management Committee
DDC	Dedza District Council
DoF	Department of Forestry
FMP	Forest Management Plan
FR	Forest Reserve
GVH	Group Village Head
LDF	Local Development Fund
MLFR	Mua-Livulezi Forest Reserve
NTFPs	Non-Timber Forest Products
TA	Traditional Authority

Definitions

- **Biodiversity:** Variability among living organisms in the forest reserve including all flora and fauna.
- **Forest Management Plan:** Guide that outlines stakeholders' vision for the forest, describes current forest condition and outlines a plan of action to achieve stakeholders' goals and objectives.
- **Material breach:** Any illegal activity stipulated in the FMP for Mua-Livulezi Forest Reserve (2022-2026) (e.g., charcoal production).
- **Block Management Committee:** A Local Forest Organization formed by communities surrounding Mua-Livulezi Forest Reserve to support the management of the reserve.
- **Force Majeure:** Unforeseen circumstances (e.g., natural disasters, wars, pandemics etc.,) that prevent someone from fulfilling obligations under this Agreement.

ARTICLE 1: GOVERNING LAW

This Agreement is subject to the Laws of Malawi of each of the following as amended or replaced from time to time, with attendant subsidiary legislation, which are particularly relevant:

- Forestry Act 1997 (Cap. 63:01);
- Forestry Amendment Act (No. 7 of 2020);
- Water Resources Act 2013 (Cap. 72:03);
- Environment Management Act 2017 (Cap. 60:02);
- Local Government Act 1998 (Cap. 22:01);
- Land Act 2016 (Cap 57:01);
- National Parks and Wildlife Act 2017 (Cap. 66:07);
- Mines and Mineral Act 2019 (Cap. 61:01);
- Occupation Safety, Health and Welfare Act (Cap. 55:07).

ARTICLE 2: AUTHORITY

The DoF is the legislatively mandated agency responsible for the management of the Mua-Livulezi Forest Reserve (MLFR) and section 25 of the Forest Act 1997 gives it authority to enter into Co-Management Agreement.

ARTICLE 3: PURPOSE

The purpose of the Forest Co-Management Agreement is to strengthen and coordinate the efforts of the Parties to effectively and sustainably protect Mua-Livulezi, in order to:

- Conserve the catchment areas.
- Restore Mua-Livulezi biodiversity.
- Ensure that the forest reserve is safeguarded for non-wood extractive livelihoods enhancement (e.g., safeguarding the availability of water, safeguarding the availability of firewood for household consumption and NTFPs such as fruits and mushrooms, and promotion of forest-friendly enterprises, and decreasing damage to productive assets downstream).
- Make Mua-Livulezi Forest Reserve an eco/cultural tourism destination centre.

ARTICLE 4: GUIDING PRINCIPLES

- The best way to conserve and manage the resources of MLFR is through a three-party partnership among the Local Communities, the DDC, and the DoF;
- A key to the success of this partnership is by building trust and establishing close cooperation between the involved parties. This includes information regarding clear benefit-sharing mechanisms for the surrounding communities for areas that have been confirmed by the Department of Mines and Department of Forestry approval for mining;
- Regular communication among Parties, including sharing data, information, successes and challenges, are vital to success; and,
- Review or amendment of this Agreement, or the Forest Management Plan (FMP) will be made upon a consensus and based on mutual understanding and respect.

ARTICLE 5: OBLIGATIONS

Section 5.1

The DoF will:

- 5.1.1 Facilitate the development/review of a five (5) year FMP for MLFR;
- 5.1.2 Provide policy guidance and technical assistance in the implementation of the FMP
- 5.1.3 Support consistent regulation and enforcement of the forestry Act and subsidiary legislation
- 5.1.4 Conduct periodic patrols.
- 5.1.5 Provide updated information on biomass stocks and deforestation
- 5.1.6 Monitor implementation of the forest management activities to ensure that they are carried out in accordance with the rules and regulations on Protected Area Management, Forest Code of Practice and the approved MLFR FMP;
- 5.1.7 Coordinate periodic reviews of this Co-Management Agreement with all Parties; and,
- 5.1.8 Review consolidated reports from the DDC and Local Communities.

Section 5.2

The DDC will:

- 5.2.1 Contribute to the development/revision of a five (5) year FMP for MLFR;
- 5.2.2 Support monitoring of FMP implementation;
- 5.2.3 Provide guidance from the DFO to the other actors on the implementation of FMP and curbing any illegal activities occurring in the Mua-Livulezi Forest Reserve;
- 5.2.4 Review reports from Local Communities related to MLFR FMP implementation;
- 5.2.5 Support the enforcement of the relevant bylaws, including follow-ups with the Malawi Police Service, courts, and other relevant actors;
- 5.2.6 Provide consolidated reports (i.e., reports from all actors of this Agreement) to the DoF Headquarters on FMP implementation;
- 5.2.7 Support resolution of any conflict that may arise in the implementation of the FMP; and
- 5.2.8 Conduct periodic patrols.

Section 5.3.

The Local Communities will:

- 5.3.1 Through the Block Management Committee (BMC), liaise with DoF in the implementation of the forest management activities such as Assisted Natural Regeneration (ANR), fire prevention, and enrichment planting;
- 5.3.2 Participate in ongoing and locally organized joint monitoring visits;
- 5.3.3 Lead in disseminating knowledge to the entire community members on the importance of conserving Mua-Livulezi and the resources within it;
- 5.3.4 Report illegal activities to DFO/ Police either directly or through BMCs and Community Police Forum (CPF);
- 5.3.5 Participate and contribute to the development/review of a five (5) year FMP for MLFR;
- 5.3.6 Ensure that there is teamwork in the implementation of the forest management activities and that prescribed procedures are followed as per agreement with the DoF;
- 5.3.7 Consistency in working, making sure that the 5-year Mua-Livulezi FMP is followed, overseeing the formulation of village rules which will guide in monitoring collection of various forest products and other customary forest use activities; and
- 5.3.8 Through BMCs, furnish the DDC with updates on progress, emerging issues and provide brief written progress reports annually, documenting success and challenges and how those challenges are overcome.

ARTICLE 6: RESOURCE MOBILISATION

Knowing that costs will be associated with the implementation of this Agreement; the Parties agree that:

Section 6.1

The Parties will work hand in hand in seeking funding from a variety of sources (e.g., Local Development Fund, Climate-smart public works, and other stakeholders) for the implementation of the Forest Management Plan; and,

Section 6.2

The Local Communities will assist in local labour resource mobilization.

ARTICLE 7: EFFECT, SUSPENSION, AND TERMINATION OF THE AGREEMENT

Section 7.1

The Agreement will take effect immediately upon signing by all Parties concerned and will continue to be effective for a period of fifteen (15) years from the date of signing. Thereafter, the Parties concerned will negotiate for the renewal of the Agreement for a further agreed period.

Section 7.2

The Director of Forestry will suspend operations under the Agreement if there is no approved Forest Management Plan, or if the specified FMP activities are not being implemented and will notify the Traditional Leaders and DDC accordingly in writing. DoF will lift the suspension in writing within thirty (30) days after the Traditional Leaders and the DDC have satisfactorily made the required corrections.

Section 7.3

The DDC will suspend operations under this Agreement if the specified activities are not being implemented and will notify the Director of Forestry accordingly in writing. The DDC will lift the suspension in writing within thirty (30) days after the Director of Forestry has satisfactorily made the required actions or corrections.

Section 7.4

The Local Communities will suspend operations under this Agreement if the specified activities are not being implemented and will notify the Director of Forestry accordingly in writing. The Local Communities will lift the suspension in writing within thirty (30) days after the Director of Forestry has satisfactorily made the required actions or corrections.

Section 7.5

The Parties may agree to terminate this Agreement at any time before the expiry date if there is a material breach of the conditions of the Agreement upon giving 30 days' notice.

The party giving notice will specify particulars of the alleged default and require the other party to remedy the same. This Agreement will be terminated if the alleged default has not been remedied or measures to remedy the default have not been agreed upon within ninety (90) days or such a long period of time as the Parties have agreed in writing. Notwithstanding the foregoing, this Agreement will not terminate if a bona fide dispute exists with respect to whether a material breach has, in fact, occurred and arbitration has been initiated.

Section 7.6

If any portion of this Agreement is affected by a change in policy or is found by a court of competent jurisdiction to be invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible to the intent of the Parties, and the remainder of this Agreement will remain in full force and effect. The Parties will negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable

ARTICLE 8: AMENDMENT

Section 8.1

Upon the proposal of any of the contracting Parties, the Agreement may be amended as mutually agreed, in writing, by all Parties, and such writings will form an integral part of this Agreement.

ARTICLE 9: ARBITRATION

Section 9.1

In case of any conflict relating to this Agreement that the Parties cannot resolve by themselves, arbitration will be done in a meeting chaired by a representative of the DoF, with all Parties concerned duly represented. If this fails to resolve the conflict, a further meeting will be held to be chaired by a representative. This representative will be determined at the time of conflict by all Parties.

Section 9.2

In the event of any dispute or difference arising out of or relating to the Agreement or the breach thereof, the Parties hereto will use reasonable endeavors to settle such disputes or differences amicably; to this end they will consult and negotiate with each other, in good faith and understanding of their mutual interests at a meeting chaired by a representative of the DoF, with all Parties concerned duly represented to reach a just and equitable solution satisfactory to the Parties.

Section 9.3

If the Parties do not reach such a solution within a period of fourteen (14) calendar days after one of the Parties have requested consultations as per Clause 9.2, then the disputes or differences will be on written demand by either Party be referred to and finally settled by arbitration in accordance with the Arbitration Act of Malawi.

Section 9.4

The Arbitrator will be any person duly nominated by Parties hereto (and the arbitration process will be conducted in accordance with the aforesaid Arbitration Act).

Section 9.5

During any controversy, claim, disagreement or dispute including a dispute as to the validity of this Agreement, the Agreement will remain in force.

ARTICLE 10: FORCE MAJEURE

Section 10.1

If any Party is unable to comply with any of its obligations under this Agreement because of Force Majeure it will forthwith notify the other Parties of the nature and extent of Force Majeure.

Section 10.2

No Party will be deemed to be in breach of this Agreement, or otherwise be liable to any other Party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Parties and the time for performance of that obligation will be extended accordingly.

**MGWILIZANO WA
NTCHITO
YOSAMALIRA
NKHALANGO YA MUA-
LIVULEZI**

CHICHEWA VERSION

MAU OYAMBA

Mgwilizano wakasamalidwe ka nkhalango ya Mua-Livulezi ndi wapakati pa:

- Boma la Malawi kudzera ku nthambi yoona za nkhalango
- Anthu a kumudzi kudzera mwa mafumu; ndi
- Khonsolo ya Dedza

CHIYAMBI

Mgwirizano umenewu wachitika pa tsiku lamwezi wamchaka cha pakati pa:

- BOMA LA MALAWI, kudzera ku NTHAMBI YOONA ZA NKHALANGO yomwe keyala yake ndi P.O. Box 30048, Lilongwe 3 (yomwe izitchedwa kuti “Nthambi Yoona za Nkhalango” mu mgwirizanowu);
- KHONSOLO YA BOMA LA DEDZA yomwe keyala yake ndi P.O. Box 140 Dedza (yomwe izitchedwa kuti “DDC” mu mgwirizanowu); ndi,
- ANTHU AKUMUDZI omwe ali pansu pa ma buloko komiti 14 oona za nkhalango ya Mua-Livulezi yomwe ili mumdera la mafumu akuluakulu awa:TA Kachindamoto ndi TA kamenya Gwaza (omwe mu mgwirizanowu azitchedwa kuti “Anthu akumudzi”). Ngati amodzi otengapo mbali.

Monga,

- a) Udindo waukulu wa nthambi yoona za nkhalango ndi kuonetsetsa kuti nkhalango zikuthandizira kukweza chitukuko cha dziko la Malawi.
- b) Lamulo la zankhalango la mchaka cha 1997 komanso lamulo la zankhalango lowunikidwaso la chaka cha 2020 gawo 25 limapereka mphamvu kwa mkulu oona za zankhalango kupanga mgwilizano ndi anthu okhala m’midzi,mafumu, mabungwe ena omwe si aboma pakupanga komanso kukhazikitsa ndondomeko ya kasamalidwe ka nkhalango ndi cholinga choteteza nkhalango.
- c) Ndongomeko ya kasamalidwe ka nkhalango ya chaka cha (2006) imapereka upangili owonjezera pa ntchito yopanga ndondomeko ya kasamalidwe ka nkhalango komanso mgwilizano wakasamalidwe ka nkhalango.
- d) Nthambi zonse zokhudzidwa pa mgwilizanowu zagwira ntchito limodzi popanga kauniuni wa nkhalango,komanso kupanga ndondomeko ya kasamalidwe ka nkhalango yomwe ikuthandizira kukhazikitsidwa kwa mgwilizanowu.Mgwilizano wa pakati pa Boma,khonsolo ya Dedza ndi anthu a M’midzi yozungulira Mua-Livulezi waphatikizidwa mu mgwilizanowu komanso mu ndondomeko ya kasamalidwe ka nkhalango ya (2022-2026).

- e) Anthu akumudzi awonetsa chidwi chofunitsitsa kukhala nawo mu mgwilizano osamalira nkhalangowu,ndipo agwilizana izi kudzera mwa mafumu (Mfumu yayikulu kachindamoto,kamenya Gwaza ndi mafumu ena ang'ono) kupanga ma komiti a mabuloko.
- f) Anthu akumudzi avomeleza kuti zabwino zomwe amazipeza kuchokera mu mkhalangoyi zachepa kwambiri chifukwa cha kudulidwa kwa mitengo ndipo anthuwa ali ndi khumbo lofuna kubwezeretsa nkhalangoyi ndi cholinga chobwezeretsa phindu/zabwino zomwe amazipeza monga bowa,zipatso madzi ndi zina zambiri.
- g) Njira yabwino yosamalira ndi kuteteza nkhalango ya Mua-Livulezi ndi kudzera mu Mgwilizano wa pakati pamagulu atatu awa :nthambi yoonza za nkhalango,khonsolo ya Dedza ndi anthu a kumidzi yozungulira nkhalangoyi.

Potengera ndi zomwe zalembedwazi:

Mgwilizano wakasamalidwe ka nkhalangowu(omwe mwachidule udzitchedwa kuti mgwilizano) ndiwa nkhalango yotetezedwa ya Mua-Livulezi ,omwe ndiwapakati pa Boma la malawi,lomwe likuyimilidwa ndi nthambi yoonza za nkhalango,komanso khonsolo ya Dedza ndi anthu akumudzi omwe akuyimilidwa ndi Mafumu akulu awa : Kamenya Gwaza komanso kachindamoto ndima Gulupu 14 ozungulira nkhalango ya Mua-Livulezi omwe pamodzi akutchedwa kuti 'atsogoleri a kumudzi'.

KUMASULIRA ZOMWE ZALEMBEDWA MODULA

DoF Nthambi yoona za Nkhalango

FMP Ndondomeko yakasamalidwe ka nkhalango

LDF Thumba la ndalama za chitukuko cha m'midzi

DDC Khonsolo ya Boma la Dedza

MLFR Nkhalango ya Mua-Livulezi

NTFP Zinthu zopezeka m'nkhalango monga zipatso ndi bowa kupatula matabwa

TA Mfumu yaikulu

GVH Gulupu

FR Nkhalango yotetezedwa

KUTANTHAUZIRA MAWU

- **Zamoyo:** Zamoyo zonse zomwe zimapezeka m'Nkhalango monga nyama kapena zomera.
- **Ndondomeko Yakasamalidwe ka Nkhalango:** Ndondomeko yomwe ikufotokoza za masomphenya omwe anthu okhudzidwa alinawo pa za tsogolo la nkhalango, momwe nkhalango ilili pakadali pano komanso zoyenera kuchita kuti zolinga ndi zofuna zokhudza nkhalangoyi zikwaniritsidwe.
- **Kuphwanya Mfundo za Mgwirizano:** Mchitidwe wina ulionse osaloledwa monga kuotcha makala omwe unalembedwa m'ndondomeko yoyendetsera Nkhalango ya Mua-Livulezi ya 2022-2026.
- **Komiti ya ma buloko yoona za Nkhalango ya Mua-Livulezi:** Iyi ndi komiti ya anthu ozungulira Nkhalango ya Mua-Livulezi kuti athandizire ntchito zosamalira nkhalango.
- **Zogwa mwadzidzidzi:** Izi ndi zomwe zingalepheletse kukwanilitsa ntchito za mgwilizano monga ngozi zogwa mwadzidzidzi, milili ndi nkondo.

GAWO 1: MALAMULO OMWE ADZAGWIRITSIDWE NTCHITO

Mgwirizano umenewu ukutsamira pa malamulo a dziko la Malawi komanso malamulo omwe alembedwa mmunsimu (omwe akhoza kusinthidwa kapena kukonzedwa nthawi ndi nthawi) limodzi ndi malamulo ena ochokera ku malamulo amene ali ofunikira kwambiri pa mgwirizanowu:

- Lamulo la za Nkhalango la 1997 (Gawo 63:01);
- Lamulo la za nkhalango lokozedwaso (la 2020)
- Lamulo la za Madzi la 2013 (Gawo 72.03);
- Lamulo la Zosamalira Chilengedwe la 2017 (Gawo 60:02);
- Lamulo la za Maboma Aang'ono la 1998 (Gawo 22:01);
- Lamulo la za Malo la 2016 (Gawo 57:01);
- Lamulo la za Nkhalango ndi Nyama za ku Tchire la 2017 (Gawo 66:07);
- Lamulo la za Migodi la 2019 (Gawo 61:01, likuunikidwanso);
- Lamulo la za Chitetezo cha pa Ntchito, Umoyo ndi Chisamaliro la 1997 (Gawo 55:07; Likuunikidwanso).

GAWO 2:

ULAMULIRO/MPHAMVU

Nthambi yoona za nkhalango ili ndi udindo ndi mphamvu yoyang'anira za kasamalidwe ka nkhalango ya Mua-Livulezi ndipo gawo 25 la malamulo a zankhalango a chaka cha 1997 limapereka mphamvu ku nthambiyi yokhala pa mgwilizano ndi anthu a m'midzi pa kasamalidwe ka nkhalango.

GAWO 3: CHOLINGA CHA MGWILIZANO

Kulimbikitsa Mgwilizano ndi umodzi wa otenga mbali ndi zolinga izi:

- Kuteteza magwero amitsinje
- Kubwezeretsa zachilengedwe mu nkhalango ya Mua-Livulezi.
- Kuonetsetsa kuti nkhalangoyi ikutetezedwa ndicholinga chothandiza kukweza miyoyo ya anthu (poonetsetsa kuti madzi alipo, kuonetsetsa kuti nkhuu zogwilitsa ntchito pakhomo zikupezeka, komanso zina monga zipatso, nsungwi, bowa ndi kupititsa patsogolo ma bizinezi omwe amathandiza kusamalira nkhalango, ndikuteteza kuonongeka kwa zinthu m'malo omwe mwadutsa mitsinje)
- Kupanga Mua-Livulezi kukhala nkhalango yokopa alendo pa nkhuu zachikhalidwe komanso zachilengedwe.

GAWO 4: MFUNDO ZOYENERA KUTSATIRA

- Njira yabwino yothandiza kuonetsetsa kuti nkhalango ya Mua-Livulezi ikusamalidwa ndi kupanga mgwilizano pakati pa nthambi yoona za nkhalango, Khonsolo ya Dedza ndi anthu a m'midzi yozungulira nkhalangoyi.
- Kuti mgwilizanowu ukhale opindula magulu okhudzidwa mu mgwilizanowu akuyenera kukhulupilirana komanso kugwira ntchito mogwirana manjamonga zitukuko zing'onozing'ono zopinduliraso anthu ozungulira malo amene avomelezeka kuti kuli migodi.
- Kulumikizana ndi Kugawana uthenga (zabwino ndi zovuta) pakati pa magulu okhudzidwa ndi kofunika kwambiri mu mgwilizanowu.
- Ganizo lofuna kuunikanso kapena kusintha ndondomeko yoyendetsera nkhalango kapena mgwirizano umenewu lidzapangidwa pokambilana ndi kugwirizana chinthu chimodzi pakati pa mbali zonse.

GAWO 5: UDINDO WA MBALI ILIYONSE YA MGWIRIZANO

5.1 Nthambi yoona za nkhalango

- Idzathandizira pokonza kapena kusintha ndondomeko ya zaka zisanu yoyendetsera nkhalango.
- Kuwunikira ndikupereka upangili pogwilitsa ntchito ndondomeko yakasamalidwe ka nkhalango.
- Kuthandiza ndi kuonetsetsa kuti malamulo oyendetsera nkhalango akugwira ntchito.
- Kuthandiza ndi kuonetsetsa kuti ndondomeko yakasamalidwe ka nkhalango ikugwira ntchito kudzera mkuyendera nkhalango mwa nthawi ndi nthawi.
- Kupereka uthenga osonyeza momwe nkhalango ilili.
- Kuunika momwe ndondomeko yakasamalidwe ka nkhalango ikugwilira ntchito ndikuonetsetsa kuti ikugwira ntchito mogwilizana ndi malamulo a malo otetezedwa ndi ndondomeko yovomelezedwa ya kasamalidwe ka nkhalango ya Mua-Livulezi.
- Kutsogolera kuunika kwa mgwilizano ndi mbali zonse zokhudzidwa.
- Idzaunika malipoti ochokera ku khonsolo ya Dedza ndi anthu akumudzi.

5.2 Khonsolo ya Dedza

- Idzathandizira pokonza kapena kuwunikaso ndondomeko ya zaka zisanu yoyendetsera nkhalango.
- Kupereka upangili ochokera kwa wamkulu wazankhalango pa boma la Dedza kwa ena omwe akuthandiza ntchito yakasamalidwe ka nkhalango ndi kuthandiza kuchepetsa mchitidwe wina uliwonse osaloledwa omwe ukuchitika mu nkhalango ya Mua-Livulezi.
- Kuunika malipoti ochokera ku anthu a m'midzi a momwe ndondomeko yakayendetsedwe ka nkhalango ya Mua-Livulezi ikuyendera.
- Kulandila mauthenga kuchokera ku ofesi yoona za Nkhalango m'boma la Dedza ndi Mafumu pa za mmene ndondomeko yoyendetsera nkhalango ikuyendera

- Kuthandiza pa kauniuni wa momwe ndondomeko yakasamalidwe ka nkhalango ikuyendera.
- Kupereka upangili ndi kuthandizira kuonetsetsa kuti malamulo akugwira ntchito ndikupanga kalondolondo ndi mbali zina zokhudzidwa pa zamalamulo monga a polisi ndi makhothi.
- Kuonetsetsa kuti aliyese akugwira ntchito yake molingana ndi zowayeneleza (mafumu, azamalamulo) Kulimbikitsa kuti malamulo azigwira ntchito.
- Kupereka ma lipoti ochokera ku magulu okhudzidwa mu mgwilizanowu ku nthambi yoona za nkhalango.
- Kuthandiza ndi kuonetsetsa kuti ndondomeko yakasamalidwe ka nkhalango ikugwira ntchito kudzera mkuyendera nkhalango mwa nthawi ndi nthawi.

5.3 Anthu a kumidzi yozungulira nkhalango

- Kugwira ntchito limodzi ndi nthambi yoona zankhalango pakukhazikitsa ndondomeko yakasamalidwe ka nkhalango ya Mua-Livulezi monga kusamalira mphukira, kuteteza nkhalango kumoto ndi kudzalanso mitengo mmalo oyenera.
- Kuteteza nkhalango ya Mua-Livulezi kudzera m'raulendo oyendera nkhalango okonzedwa ku madera konko nthawi yomwe mafumu angalamule kuti izi zichitike.
- Kuuza ena za kufunika koteteza nkhalango ndi zonse zomwe zili m'nkhalangoyi.
- Kuuza mafumu za mchitidwe oletsedwa ulionse umene angauone mnkhalango.
- Kuthandizira pokonza kapena kuwunikaso ndondomeko ya zaka zisanu yoyendetsera nkhalango.
- Kuonetsetsa kuti ndondomeko yakasamalidwe ka nkhalango ikutsatidwa pakagwilidwe ka ntchito.
- Kuonetsetsa kuti anthu akugwira ntchito limodzi ndipo ndondomeko zonse zoyenera pakasamalidwe ka nkhalango monga mwa mgwilizano ndi nthambi yoona zankhalango zikutsatidwa.
- Kupereka ma lipoti ku khonsolo ya Dedza amomwe ntchito ikuyendera.

GAWO 6: ZOFUNIKIRA POGWIRA NTCHITO

Pozindikira kuti pogwira ntchito zomwe zili mu mgwilizanowu padzafunika ndalama mbali zonse zagwilizana kuti:

Ndime 6.1

Mbali zonse zidzathandizana kupeza ndalama zogwilitsa ntchito pa ndondomeko yoyendetsera nkhalango ya Mua-Livulezi kuchokera ku magawo osiyanasiyana (monga ku thumba la LDF, ntchito za nthandizi (**climate smart public works**) ndi magulu ena okhudzidwa)

Ndime 6.2

Mafumu ndi anthu Okhala M'midzi adzathandiza pogwira ntchito ndi kuthandiza pa zida zofunikira pogwira ntchito zomwe zingapezeke mosavuta m'madera mwawo.

GAWO 7: KUYAMBA KUGWIRA NTCHITO KWA MGWIRIZANO, KUIMITSA MGWIRIZANO NDI KUTHETSA MGWIRIZANO

Ndime 7.1

Mgwirizanowu udzayamba kugwira ntchito nthawi yomwe mbali zonse zausainira ndipo udzakhala ukugwira ntchito kwa zaka khumi ndi zisanu (15) kuchokera pa tsiku losaina. Pakutha pa zaka zimenezi, mbali zonse zokhudzidwa zidzakambilana zolowa mu mgwirizano wina kwa zaka zinanso zomwe angagwirizane.

Ndime 7.2

Mkulu oona za Nkhalango adzaimitsa ntchito iliyonse ya mgwirizano ngati palibe ndondomeko yovomerezeka yoyendetsera nkhalango, kapena ngati ntchito zoikika za m'ndondomeko yoyendetsera nkhalango sizikuchitika ndipo iye adzauza khonsolo ya Dedza ndi Mafumu za kuimitsa mgwirizano powalembera kalata. Nthambi Yoona za Nkhalango idzabwezeletsa mgwirizano polemba kalata pasanadutse masiku makumi atatu (30) ngati Anthu Okhala M'midzi ndi aku khonsolo akonza zolakwika zonse zomwe zimayenera kukonzedwa.

Ndime 7.3

Khonsolo ya Dedza idzaimitsa ntchito iliyonse ya mu mgwirizano ngati ntchito zoikika za m'ndondomeko yoyendetsera nkhalango sizikuchitika, ndipo adzauza Mkulu oona za Nkhalango za izi polemba kalata. Khonsolo ya Dedza idzabwezelesa mgwirizano polemba kalata pasanadutse masiku makumi atatu (30) ngati Mkulu oona za Nkhalango wakonza zolakwika zonse zomwe zimayenera kukonzedwa.

Ndime 7.4

Anthu akumudzi adzaimitsa ntchito iliyonse ya mu mgwirizano ngati ntchito zoikika za m'ndondomeko yoyendetsera nkhalango sizikuchitika, ndipo adzauza Mkulu oona za Nkhalango za izi polemba kalata.

Anthu akumudzi adzabwezeletsa mgwirizano polemba kalata pasanadutse masiku makumi atatu (30) ngati Mkulu oona za Nkhalango wakonza zolakwika zonse zomwe zimayenera kukonzedwa.

Ndime 7.5

Mbali zonse zokhudzidwa zitha kugwirizana zothetsa mgwirizanowu nthawi ina iliyonse mgwirizano usanafike ku mapeto ngati mfundo za mgwirizano zikuphwanyidwa. Mbali imene ikuchenjeza mbali inzake za izi idzayenera kulongosola za mfundo zimene zaphwanyidwa ndi kuuza mbali inayo kuti ikonze zolakwikazo. Mgwirizanowu udzathetsedwa ngati zolakwikazo sizinakonzedwe kapena ngati zomwe zimayenera kuchitika ngati njira yokonzera zolakwikazo zomwe mbalizo zinagwirizana polemba kuti zichitike mmasiku makumi asanu ndi anayi (90) kapena nthawi yotalikirapo sizinachitike. Komabe mgwirizano umenewu sudzathetsedwa ngati pali mkangano ofuna kudziwa ngati zolakwikazo zinachitikadi ndipo zokambirana zothetsa kusamvana kudzera mwa mkhalapakati zayambika.

Ndime 7.6

Ngati gawo lina la mgwirizano umenewu lakhudzidwa ndi kusintha kwa mfundo zina kapena lapezedwa ndi bwalo la milandu lomwe lili ndi ulamuliro kuti ndi losafunika kapena silingagwiritsidwe ntchito, gawo limenelo la mgwirizano lidzasinthidwa kuti ku mbali yaikulu, likhale loimilira zofuna za mbali zonse ndipo magawo ena onse a mgwirizano adzagwira ntchito mmene alili. Mbali zonse zidzakambilana moona mtima komanso mosasungirana mangawa kuti zigwirizane za mlowammalo okomera mbali zonse pa gawo losafunikalo kapena lomwe silingagwiritsidwe ntchito.

GAWO 8: KUSINTHA

Kudzera ku pempho lolembedwa kuchokera ku mbali iliyonse ya mgwirizano, mgwirizano umenewu ukhoza kusinthidwa mogwirizana, ndi kusainidwa ndi mbali zonse, ndipo zolembedwa zimenezi zidzakhala mbali imodzi ya mgwilizano

GAWO 9: KUTHETSA KUSAMVANA

Ndime 9.1

Ngati pangakhale kusamvana kwina kulikonse pa mgwilizanowu, kusamvanaku kudzathetsedwa pokambirana motsogozedwa ndi mkhalapakati oyimilira nthambi ya zankhalango ndi magulu ena amgwilizano. Ngati izi zingalephere kuthetsa kusamvanaku msonkhano wina udzayenera kukhalapo motsogozedwa ndi mkhalapakati yemwe adzasankhidwa ndi mbali zonse.

Ndime 9.2

Ngati kusamvana kukukhudzana kapena kwadza chifukwa cha mgwirizanowu kapena kuphwanya mfundo za mgwirizanowu, mbali zonse zidzayesetsa kuchitapo kanthu kuti zithetse kusamvanako momvetsetsana; kuti izi zitheke, mbalizo zidzakambilana moona mtima poganizira ndi kulingalira zoti onse ali ndi cholinga chimodzi. Zokambilanazi zidzatsogoleledwa ndi oyimira Nthambi Yoona za Nkhalango ndipo Anthu a mbali zonse zokhudzidwa adzakhhalapo pa zokambilanazo ndi cholinga choonetsetsa kuti kusamvanako kuthetsedwe mwachilungamo komanso mokomera mbali zonse.

Ndime 9.3

Ngati kusamvana sikunathe patapita masiku khumi ndi anayi (14) kuchokera pomwe mbali imodzi inapempha kuti pakhale zokambilana malingana ndi Ndime 9.2, mmodzi mwa mbali zokhudzidwa adzalemba kalata yopempha mkhalapakati kuti athetse kusamvana kwawo malingana ndi Lamulo loweruza nkhani kudzera kwa Mkhlapapakati.

Ndime 9.4

Mkhlapapakati adzakhala munthu yemwe wasankhidwa ndi mbali zonse zomwe zasemphana maganizo (ndipo ntchito yothetsa kusamvana idzachitika molingana ndi Lamulo loweruza nkhani kudzera kwa Mkhlapapakati limene latchulidwa pa mwambapo).

Ndime 9.5

M'nthawi ya kusagwirizana, kutsutsana, kusamvana, kuphatikizapo kusamvana kokhudza kugwiritsa ntchito mgwirizano, mgwirizanowu udzagwirabe ntchito.

GAWO 10: ZOGWA MWADZIDZIDZI ZOMWE ZINGALEPHELETSE KUKWANILITSA NTCHITO ZA MGWILIZANO

Ndime 10.1

Ngati mbali ina sikukwaniritsa kuchita zomwe ikuyenera kuchita mu mgwirizanowu chifukwa cha zinthu zina zokugwa mwadzidzidzi, iyo idzauza mbali zina za mtundu wa zinthu za dzidzidzizo ndi kukula kwa zinthuzo nthawi yomweyo.

Ndime 10.2

Palibe mbali imene ingatengedwe kuti yaphwanya mgwirizanowu kapena kuti yalakwira mbali ina pochedwetsa kuchita zinthu zina kapena polephera kuchita zomwe ikuyenera kuchita mu mgwirizanowu chifukwa cha zinthu za dzidzidzi zomwe mbali inayo yauzidwa kale, ndipo nthawi yochitira zoyenera kuchitazo idzaonjezekera monga mmene zikuyenera kukhalira.

ENDORSEMENT/ KUVOMEREZA

The provisions of this Agreement have been thoroughly discussed and fully negotiated in a language understandable to all Parties concerned. The Agreement is hereby signed, in original copies in both English and Chichewa, and copies are provided to each of the Parties (The Department of Forestry, Dedza District Council, and Local Communities).

This Agreement is therefore being made this day 2nd of September of 2022 and being signed by the following Parties.

Mbali zonse za mu mgwirizano zakambirana mwatsatanetsatane za magawo onse a mu mgwirizano umenewu mchilankhulo chomveka bwino ku mbali zonse. Tsopano mgwirizanowu ukusainidwa pa mapepala oyamba mu zilankhulo za Chingelezi ndi Chichewa ndipo mbali iliyonse (Nthambi Yoona za Nkhalango, Khonsolo ya boma la Dedza ndi Anthu Akumudzi) yalandira mgwirizano osainidwa.

Choncho mgwirizano umenewu ukuchitika lero pa 2 (tsiku) Seputembala (mwezi) 2022 (chaka) ndipo ukusainidwa ndi.

**For the Department of Forestry:
M'malo mwa Nthambi Yoona za Nkhalango:**

Acting Director of Forestry:.....

Full Name/Dzina Lonse:

Signature/Saini:

Date/Tsiku:

**For Dedza District Council
M'malo mwa Khonsolo ya Boma la Dedza**

The District Commissioner:

Bwanamkubwa wa boma la Dedza:

Full Name/Dzina Lonse:

Signature/Saini:

Date/Tsiku:

**For the Local Community:
M'malo mwa Anthu akumudzi:**

Senior Chief Kachindamoto:

Mfumu yaikulu (Gogo Chalo) Kachindamoto

Full Name/Dzina Lonse:

Signature/Saini:

Date/Tsiku:

Traditional Authority Kamenya Gwaza:

Mfumu yaikulu (Gogo Chalo) Kamenya Gwaza.....

Full Name/Dzina Lonse:

Signature/Saini:

Date/Tsiku:



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