



Community Conservation Contract

In accordance with the objectives of the **Sustainable Forest and Land Management in the Dry Dipterocarp Forest Ecosystems of Southern Lao PDR Project (SAFE Ecosystems Project)** implemented by the Department of Forestry of the Ministry of Agriculture and Forestry financed by the Global Environment Fund and United Nations Development Programme (UNDP) and...

In accordance with the project document that the Ministry of Natural Resources and Environment approved together with UNDP on **20/05/2016** and the notice of the Ministry of Planning and Investment no: 11 **ທ/ທ. ສປປ. ລາວ. 08** dated on **17/03/2016**.

Article 1: Parties to the Contract

1.1 This Contract number _____ is made the _____ day of the month of _____, 2018, between the SAFE Ecosystems Project of Savannakhet Province, represented by Ms./Mr. _____, **Deputy District Governor (chair of the SAFE Ecosystems Project District Steering Committee)**, hereinafter referred to as the '**PROJECT**', and has an office address at _____ District, Savannakhet Province.

And

_____ Village, _____ District, Savannakhet Province represented by Ms./Mr. _____, Head of Village and Chair of the Village Development Committee, hereinafter referred to as the '**VILLAGE**' and has residence at _____ Village, _____ District, Savannakhet Province.

1.2 In the presence of Ms./Mr. _____, Representative from District Agriculture and Forestry Office, _____ District (member of the SAFE Ecosystems Project District Steering Committee) and Ms./Mr. _____, Representative of the District Governor's Office, _____ District.

1.3 The parties agree and endorse the **VILLAGE** to implement "conservation actions" as indicated under Article 3 of this contract. In return, the **PROJECT** will provide agreed upon "benefits" as indicated under Article 4 of this contract.

1.4 The duration of this contract will be one (1) year starting on _____ [date] and ending on _____ [date].

Article 2: Preamble

2.1 Reference is given to the following laws and decrees of the Lao People's Democratic Republic:

- 2.1.1 The Decree on the Organization and Administration of the Village (No.102/PM) dated 05 July 1993
- 2.1.2 The Forestry Law of Lao PDR (Amended / No. 255/NA) dated 25 June 2019.
- 2.1.3 The Decree on Protection Forests (No. 333/PM) dated 19 July 2010.
- 2.1.4 The Decree on Protected Areas (No.134/G) dated 13 May 2015.
- 2.1.5 The Decree on the creation of the National Eld's Deer Sanctuary (No. 209/PM) dated 25 March 2020.

2.2 Reference is also given to the "Village Forest Management Plan" jointly developed and signed by the Department of Forestry, MAF, the Provincial Agriculture and Forestry Office, the District Agriculture and Forestry Office, District Office of Natural Resources and Environment and _____ Village, _____ District, Savannakhet Province on _____ [date].

2.3 The General Objective of this contract is for both the **VILLAGE** and the **PROJECT** to jointly implement Sustainable Forest Management and Forest Conservation efforts within the newly created National Eld's Deer Sanctuary.

Article 3: Conservation Actions to be Implemented by the VILLAGE

3.1 The **VILLAGE** will implement monthly Community Conservation Team patrols within the National Eld's Sanctuary.

3.2 The **VILLAGE** will maintain and manage Reforestation Areas planted in 2018 and 2019 in accordance with the agreed upon rules and regulations jointly developed with the **PROJECT**.

3.3 The **VILLAGE** will not harvest, transport, buy, sell, store or use timber, as well as other forest products illegally from the

National Eld's Deer Sanctuary.

- 3.4 The **VILLAGE** will not hunt, trap and use wildlife illegally from the National Eld's Deer Sanctuary.
- 3.5 The **VILLAGE** will minimize and control wildfires and forest fires in accordance with the agreed upon rules and regulations jointly developed with the **PROJECT**.
- 3.6 The **VILLAGE** will implement monthly planning meetings, as well as attend meetings organized by the **PROJECT**, including: training sessions, tree planting, ecotourism and livelihood related activities ensuring that a minimum of 30 people will with at least 30% women in attendance.
- 3.7 The **VILLAGE** will manage and maintain the Village Tree Nursery to a high standard under the guidance of the **PROJECT**.
- 3.8 The **VILLAGE** will not encroach upon land in accordance with the agreed upon rules and regulations of the Village Forest Management Plan.

Article 3: Benefits to be Provided by the PROJECT

- 4.1 The **PROJECT** will pay the **VILLAGE** the total sum of 59,276,800 **LAK** over the course of 12 months provided all the Monitoring and Performance criteria listed under Article 5 are met.
- 4.2 The **PROJECT** will make quarterly payments (every 3 months) based on the results of the Monitoring and Performance of Conservation Actions listed under Article 5. The first quarterly payment will be made in full upon the signing of this contract.
- 4.3 The total sum the **PROJECT** will pay the **VILLAGE** has been determined by the calculation listed under Annex 1. The breakdown and usage of the payments by the **VILLAGE** are as follows:
 - 4.3.1 The **PROJECT** will make a payment to support and enhance livelihood activities based on a calculation of 5,000 **LAK / person** (see Annex 1). Funds from this payment may only be used by the **VILLAGE** for livelihood activities.
 - 4.3.2 The **PROJECT** will make a payment to support the protection and conservation of core zones within the National Eld's Deer Sanctuary based on the calculation of 20,000 **LAK / hectare** (see Annex 1). The area of land has been determined from the Village Forest Management Plan. Funds from this payment may only be used by the **VILLAGE** for public works, infrastructure or similar activities that benefit the **VILLAGE** as a whole.
 - 4.3.3 The **PROJECT** will make a payment to support the protection and conservation of Village Protection Forest based on the calculation of 10,000 **LAK / hectare** (see Annex 1). The area of land has been determined from the Village Forest Management Plan. Funds from this payment may only be used by the **VILLAGE** for public works, infrastructure or similar activities that benefit the **VILLAGE** as a whole.
 - 4.3.4 The **PROJECT** will make a payment to support monthly Community Conservation Team Patrols based on the calculation of 50,000 **LAK / person / 6 people / 10 days / 12 months** (see Annex 1). Funds from this payment may only be used by the **VILLAGE** for per diems of Community Conservation Team members performing monthly patrols.
 - 4.3.5 The **PROJECT** will make a payment to support monthly fuel costs for Community Conservation Team Patrols based on the calculation of 10,000 **LAK / person / 6 people / 10 days / 12 months** (see Annex 1). Funds from this payment may only be used by the **VILLAGE** for fuel costs of Community Conservation Team members performing monthly patrols.
 - 4.3.6 The **PROJECT** will make a payment to support the daily management and maintenance of the Village Nursery based on the calculation of 5,000 **/ seedling** (see Annex 1). Funds from the payment may only be used by the **VILLAGE** to support the costs of managing and maintaining seedlings, as well as payments to community members engaged in these activities.
 - 4.3.7 The **PROJECT** will make a payment to support monthly management and maintenance of Village Reforestation Areas based on the calculation of 20,000 **/ person / 30 people / 1 day / 12 months** (see Annex 1). Funds from the payment may only be used by the **VILLAGE** to support payments to community members engaged in managing and maintaining Village Reforestation Areas.
- 4.4 Payments may not be used for activities that damage or destroy the natural environment, illegal activities, purchase of alcohol, activities which violate human rights, or fraudulent activities that benefit any one person financially. Should any of these prohibited activities occur, the **PROJECT** may cancel this contract.

Article 5: Monitoring and Performance of this Contract

5.1 Monitoring and Performance of this Contract will be based upon the completion of monthly activities by the **VILLAGE** to achieve the Conservation Actions listed in Article 3.

5.2 The following individual is responsible on behalf of the **VILLAGE** to implement, coordinate and monitor the performance of the community members within the scope of this contract:

Ms./Mr. _____ [Position]

5.3 The following individual is responsible on behalf of the **PROJECT** to implement, coordinate and monitor the performance of the **VILLAGE** within the scope of this contract:

Ms./Mr. _____ [Position]

5.4 In order to implement monitoring, the **PROJECT** will visit the **VILLAGE** every month to inspect Conservation Actions and collect Supporting Documents to ensure they have been completed properly.

5.5 Every month, the **VILLAGE**, represented by the Village Development Committee, must implement 4 / 5 Activities to ensure Conservation Actions are being completed and submit required supporting documents to the **PROJECT**:

5.5.1 **Activity 1:** Complete 10 days of patrolling every month with 6 members of the Community Conservation Teams. Supporting documents required are: (i) signed participation form (Annex 2) / financial forms (Annex 3), (ii) GPS evidence (Annex 4), and (iii) SMART Reports (Annex 5).

5.5.2 **Activity 2:** Complete at least 1 day of maintenance activities at the village Reforestation Area by a minimum of 30 community members with at least 30% women in attendance. Supporting documents required are: (i) signed participation / financial forms, (ii) monthly reforestation regulation monitoring report

5.5.3 **Activity 3:** Report all illegal logging, illegal hunting and wildfires/forest fires using Smart Phone Reporting System developed by the **PROJECT**. Supporting documents required are: (i) Smart Phone Reports.

5.5.4 **Activity 4:** A minimum of 30 people must attend all meetings, including training sessions, tree planting, ecotourism and livelihood related activities organized by the **PROJECT** in the **VILLAGE** with at least 30% women in attendance. Supporting documents required are: (i) signed participation / financial forms, and (ii) monthly livelihoods monitoring report.

5.5.5 **Activity 5:** Daily maintenance and management of Village Tree Nursery by 3-5 community members with at least 1 woman participating. Supporting documents required are: (i) signed participation / financial forms.

5.6 If the **VILLAGE** is not able to perform any of the Conservation Actions or provide required supporting documents, they will be subject to Penalties listed under Article 6 resulting in a reduced quarterly payment.

Article 6: Penalties if Conservation Actions are not Completed by the VILLAGE

6.1 If the **VILLAGE** completes all the Conservation Actions every month listed under Article 5 with the required supporting documents, it will receive 100% of the quarterly payment from the **PROJECT**.

6.2 If the **VILLAGE** does not complete 1 action as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 25% (3,704,800 LAK).

6.3 If the **VILLAGE** does not complete 2 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 50% (7,409,600 LAK).

6.4 If the **VILLAGE** does not complete 3 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 75% (11,114,400 LAK).

6.5 If the **VILLAGE** does not complete 4 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 100% (14, 819,200 LAK).

Article 7: Signatures

7.1 Any changes to this Contract may only be within the scope of the General Objective listed under Article 2 and negotiated

in good faith between relevant District Authorities, the **PROJECT** and the **VILLAGE**. Once a change is agreed upon, it will be included as a signed Annex of this contract.

7.2 This Contract will be signed in English (one copy) and Lao (three copies), this contract is effective from the date that the parties sign it.

For and on behalf of the **PROJECT**:

For and on behalf of the **VILLAGE**:

[Authorized Representative]

[Authorized Representative]

For and on behalf of Witnesses:

Representative from District Agriculture
and Forestry Office

Representative of the District Governor's Office

[Authorized Representative]

[Authorized Representative]

Copy:

- The SAFE Ecosystem Project, Vientiane Capital
- The SAFE Ecosystem Project, Savannakhet Province
- United Nations Development Programme

- 6.1 If the **VILLAGE** completes all the Conservation Actions every month listed under Article 5 with the required supporting documents, it will receive 100% of the quarterly payment from the **PROJECT**.
- 6.2 If the **VILLAGE** does not complete 1 action as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 20%.
- 6.3 If the **VILLAGE** does not complete 2 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 40%.
- 6.4 If the **VILLAGE** does not complete 3 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 60%.
- 6.5 If the **VILLAGE** does not complete 4 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 80%.
- 6.6 If the **VILLAGE** does not complete 4 actions as described in Article 5, the quarterly payment from the **PROJECT** will be reduced by 100%.

Annex 1: Calculation of Payment to the VILLAGE

Nongsonghong Village, Xonnabouly District		Number / Amount
ຕຸ້ອນໄຂຄຶດໄລ່ງົບປະມານໃຫ້ບ້ານ Criterion to Calculate budget for villages	ຈ ນ ປະຊາກອນ Population of Village	593
	ຈ ນ ຜູ້ຍິງ No. of Women	369
	ຈ ນ ຄົວເຮືອນ No. of Households	107
	ຈ ນ ຄອບຄົວ No. of Families	115
	ຈ ນ ເນື້ອທີ່ທັງເນື້ອຂອງບ້ານ Total Area of Village (ha)	1,044
	ຈ ນ ບ່າ ຫ້າມ ເດັດຂາດ ໃອງມ້ງ Total Core Sanctuary Area within Village (ha)	241
	ຈ ນ ບ່າ ສງວນ ແລະ ບ່າປ້ອງກັນ Total Village Conservation and Protected Area (ha)	109
	ຈ ນ ຄົນທີ່ໄປລາດຕະ ເວນ ໃນເດືອນ No. of Rangers Patrolling	6

	ຈ ນ ວັນ ທີ່ລາດ ຕະເວນ ໃນເດືອນ No. of Patrol Days / Month	10	
	ເປ້ຍໄມ້ ທີ່ ຈະໄດ້ເບິ່ງ ແຍງ ແລະ ຂົນສົ່ງເຖິງທີ່ປຸກ No. Seedlings in Village Nursery	-	
	ຈ ນ ເຮັກຕາ ຂອງປ່າ ທີ່ຈະຝັນຟຸ Total Reforestation Area within Village (ha)	5	
ງົບປະມານໃນແຕ່ລະໜ້າວຽກ Budget by each Action			Total Benefit Calculation
1. ວຽກບໍລິຫານການເພີດທະນາບ້ານ	Support for Village Livelihood Activities (LAK/pax)	5,000	2,965,000
2. ວຽກທົບທວນການຈັດສັນທີ່ດິນ-ປ່າໄມ້ ແລະ, 3. ວຽກເຜີຍແຜ່ລະບຽບກົດໝາຍ	ເງິນແບ່ງຕາມ ຈ ນ ປ່າ ໂອ້ງມັ່ງ Benefit for Protecting Sanctuary (LAK/ha)	20,000	4,821,800
	ເງິນແບ່ງຕາມ ຈ ນ ປ່າ ສງວນ ແລະ ປ່າປ້ອງກັນ Benefit for Protecting Village Conservation and Protected Area (LAK/ha)	10,000	1,090,000
4. ວຽກລາດ ຕະເວນ, 5. ລາຍງານ ໄພຄຸກຄາມ ແລະ ແກ້ໄຂບັນຫາທີ່ດິນ-ປ່າໄມ້ບ້ານ	ເງິນອັດຕາການລາດຕະເວນຂອງບ້ານ Benefit for Community Patrol (LAK/pax/day/12 months)	50,000	36,000,000
	ເງິນບໍາມັນລົດ ລາດຕະເວນ ບ້ານ Fuel for Community Patrol (LAK/pax/day/12 months)	10,000	7,200,000
6. ວຽກບໍວລະບັດ ສວນກຳ ແລະ ຂົນສົ່ງເປ້ຍໄມ້	ເງິນ ແບ່ງ ແຍງ ສວນກຳ ແລະ ຂົນສົ່ງເປ້ຍໄມ້ Village Nursery Management (LAK/seedling)	2,000	-
8. ວຽກບໍວລະບັດ ຮັກສາປ່າຝັນຟຸ	ເງິນແບ່ງແຍງ ປ່າຝັນຟຸ ທີ່ປຸກແລ້ວໃຫ້ເຕີບໃຫຍ່ Reforestation Area Management (LAK/30 pax/day/12 months)	20,000	7,200,000
Total			59,276,800