



\_\_\_\_\_ District, Savannakhet Province  
 District Department of Agriculture and Forestry (DAFO)  
 SAFE Ecosystems Project

**Community Conservation Contract**  
**(for the implementation of Output 3.4 of the SAFE Ecosystems Project)**

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. ສມສ. ສປຸ.08** dated on **17/03/2016** referred to the acceptance of the **Sustainable Forest and Land Management Project in the Dry Dipterocarp Forest Ecosystems of Southern Lao PDR:**

**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, 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 an area of \_\_\_\_\_ hectares in accordance with the **Village Forest Management Plan (Annex 1)**. In return, the **PROJECT** will provide agreed upon "benefits" and "support" as indicated under Article 4 of this contract to the **VILLAGE** for the successful implementation of these "conservation actions".

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 (No. 6/NA) dated 24 December 2007.
  - 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.

- 2.2 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 parties to jointly implement Sustainable Forest Management and Forest Conservation efforts within \_\_\_\_\_ hectares of forested land as defined by the Village Forest Management Plan and the **PROJECT** while pursuing sustainable livelihood activities and community development that is equitable for all community members of the **VILLAGE taking gender and vulnerability into the highest consideration**. In order to achieve this, this contract will focus upon three areas of implementation: (i) governance, (ii) community patrols, and (iii) reforestation.

#### **Article 3: Conservation Actions to be Implemented by the VILLAGE**

- 3.1 In order to achieve the General Objective of this contract related to "governance", the **VILLAGE** agrees to implement the following conservation actions:
- 3.1.1 Officially create and/or endorse a "Village Development Committee" (with designated positions and terms of reference and a "Village Development Fund" (with a bank account) to facilitate this contract.
  - 3.1.2 Work with the **PROJECT** to develop community rules and regulations, as well as demarcate zones of areas of land as defined by the Village Forest Management Plan.
  - 3.1.3 Disseminate information and ensure that all community members are aware of: (i) this contract, (ii) the Village Forest Management Plan, and (iii) all relevant forest and land laws of Lao PDR.
- 3.2 In order to achieve the General Objective of this contract related to "community patrols", the **VILLAGE** agrees to implement the following conservation actions:
- 3.2.1 Work with the **PROJECT** to organize and implement monthly Community Patrols within forested land as defined by the Village Forest Management Plan and the **PROJECT**. During these monthly patrols, (i) enforce all relevant forest and land laws as possible, (ii) stop/report illegal hunting / wildlife trade, (iii) stop/report illegal logging / timber trade, and (iv) stop/report wild fires to "Protected Area authorities" and/or "District Officials".
  - 3.2.2 Work with the **PROJECT** to develop a system to report (i) illegal hunting / wildlife trade, (ii) illegal logging / timber trade, and (iii) wild fires within areas of land as defined by the Village Forest Management Plan and the **PROJECT** to "Protected Area Authorities" and/or "District officials".
  - 3.2.3 Prevent community members as well as outsiders (when possible) from engaging in (i) illegal hunting / wildlife trade, (ii) illegal logging / timber trade, and (iii) starting wild fires within areas of land defined by the Village Forest Management Plan and the **PROJECT**.
- 3.3 In order to achieve the General Objective of this contract related to "reforestation", the **VILLAGE** agrees to implement the following conservation actions:
- 3.3.1 Work with the **PROJECT** to (i) establish annual reforestation activities within areas of land as defined by the Village Forest Management Plan, (ii) monitor and protect these areas that have been reforested, and (iii) establish community managed nurseries to produce seedlings (including native species) for ongoing reforestation activities.

#### **Article 4: Benefits and Support to be Provided by the PROJECT**

- 4.1 In order to achieve the General Objective of this contract related to "governance", the **PROJECT** agrees to provide the following benefits and support to the **VILLAGE**:
- 4.1.1 Provide direct support [technical and financial] to the **VILLAGE** to create and/or endorse a "Village Development Committee" and "Village Development Fund", including (i) project management training, (ii) financial management training, and (iii) opening a bank account as necessary.
  - 4.1.2 Provide direct support [technical and financial] to the **VILLAGE** to develop rules and regulations, as well as demarcate zones of areas of land as defined by the Village Forest Management Plan and the **PROJECT**.
  - 4.1.3 Provide awareness raising materials to the **VILLAGE** on: (i) this contract, (ii) the Village Forest Management Plan, and (iii) all relevant forest and land Laws of Lao PDR.
  - 4.1.4 Provide direct support [technical and financial] to the **VILLAGE** to either design and build a new "Community Hall"

or renovate an existing building as appropriate.

4.2 In order to achieve the General Objective of this contract related to "community patrols", the **PROJECT** agrees to provide the following benefits and support to the **VILLAGE**:

- 4.2.1 Provide direct support [technical and financial] to the **VILLAGE** to organize and implement monthly Community Patrols within forested land as defined by the Village Forest Management Plan and the **PROJECT**. During these monthly patrols, (i) enforce all relevant forest and land laws as possible, (ii) stop/report illegal hunting / wildlife trade, (iii) stop/report illegal logging / timber trade, and (iv) stop/report wild fires to "PA authorities" and/or "District officials".
- 4.2.2 Provide direct support [technical and financial] to the **VILLAGE** to develop a system to report (i) illegal hunting / wildlife trade, (ii) illegal logging / timber trade, and (iii) wild fires within areas of land as defined by the Village Forest Management Plan and the **PROJECT** to "PA authorities" and/or "District officials".
- 4.2.3 Provide direct support [technical and financial] to the **VILLAGE** to implement alternative livelihoods activities and develop Village Groups in the Areas of: [list 3 or 4 livelihoods activities].

4.3 In order to achieve the General Objective of this contract related to "reforestation", the **PROJECT** agrees to provide the following benefits and support to the **VILLAGE**:

- 4.3.1 Provide direct support [technical and financial] to the **VILLAGE** to (i) establish annual reforestation activities within the designated areas of the Village Forest Management Plan, (ii) monitor and protect areas that have been reforested and (iii) construct a community managed nursery to produce seedlings (including native species) for reforestation activities.

**Article 5: Monitoring and Performance of this Contract**

5.1 The following individuals are 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]  
Ms./Mr. \_\_\_\_\_ [position]  
Ms./Mr. \_\_\_\_\_ [position]

5.2 The following individuals are 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]  
Ms./Mr. \_\_\_\_\_ [position]  
Ms./Mr. \_\_\_\_\_ [position]

5.3 The following methods will be used to monitor the performance of achieving the General Objective of this contract related to "governance":

- 5.3.1 **Creation of "Village Development Committee" and "Village Development Fund":**
  - At the start of this contract the **PROJECT** and the **VILLAGE** will develop a work plan to complete all necessary activities in order to establish the "Village Development Committee" and "Village Development Fund", as well as implement project and financial training.
- 5.3.2 Development of Community Rules and Regulations for the Village Forest Management Plan:
  - At the start of this contract, the **PROJECT** and the **VILLAGE** will agree upon (i) timeline, and (ii) a schedule of community meetings to review the Village Forest Management Plan to develop the community rules and guidelines for each land use zone.
  - Upon completing the rules and regulations for each land use zone, the **PROJECT** and **VILLAGE** will work together to (i) demarcate the zones with signs and (ii) disseminate the community rules and regulations to all community members of the **VILLAGE**.
- 5.3.3 Forest Area (monitoring illegal logging, wild fire, or any other forest disturbance):
  - Using satellite or drone technology, baseline percentage of forest area will be measured by the **PROJECT** and agreed upon with the **VILLAGE** at the start of this contract.

**Commented [AS1]: Note to Provincial Project Team:** In 2018, the project began activities related to (i) village vets, (ii) agriculture and (iii) sewing training for women. Perhaps this should be the focus of the first CC.

- The forest area will be measured again at the end of this contract. The percentage of forest area at the end of this contract will be compared to the baseline percentage to determine if there is any change.

5.4 The following methods will be used to monitor the performance of achieving the General Objective of this contract related to "community patrols":

5.4.1 Monthly Community Patrols by **VILLAGE**:

- At the start of this contract, a target number of (i) kilometers to be patrolled, and (ii) hours of patrol effort each month by the **VILLAGE** within the defined areas of the Village Forest Management Plan and the **PROJECT** will be agreed upon by both parties.
- Using GPS units provided to the **VILLAGE**, the actual number of (i) kilometers patrolled, and (ii) hours of patrol effort each month, will be compared to the target number at the end of the month.

5.4.2 Prevention of Illegal Wildlife Hunting:

- A target number (i) illegal wildlife hunters to be captured and handed over to the relevant District Authorities, (ii) illegal hunting weapons to be confiscated, and (iii) kilograms of illegally hunted wildlife to be confiscated and destroyed will be agreed upon by the **PROJECT** and the **VILLAGE** at the start of the contract.
- The number of (i) illegal wildlife hunters to be captured and handed over to the relevant District Authorities, (ii) illegal hunting weapons to be confiscated, and (iii) kilograms of illegally hunted wildlife to be confiscated and destroyed will be compared to the target numbers agreed at the start of this contract.

5.5 The following methods will be used to monitor the performance of achieving the General Objective of this contract related to "reforestation":

5.5.1 Reforestation (tree planting, community nursery construction and seedling production):

- At the start of this contract, (i) a target number of hectares to be reforested within the defined areas of the Village Forest Management Plan and the **PROJECT**, (ii) the planned construction of a community tree nursery, and (iii) the target number of native species seedlings to be grown within the tree nursery will be agreed upon by the **PROJECT** and the **VILLAGE**.
- The number of hectares successfully reforested at the end of this contract (i.e. planted, monitored and protected), will be compared to the target number at the start of this contract.
- The construction of the community nursery, as well as the number of native species seedlings grown by the end of this contract, will be compared to the planned construction and the target number at the start of this contract.

**Article 6: Penalties and Incentives for Conservation Actions Implemented by the VILLAGE**

6.1 The following penalties will be implemented should the **VILLAGE** not achieve the General Objective of this contract related to "governance":

6.1.1 Creation of "Village Development Committee" and "Village Development Fund":

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be provided to the newly created Village Development Committee as "seed money" based on the population of the **VILLAGE**.
- In order to receive this "seed money", the **VILLAGE** must complete all activities in the agreed upon work plan [5.3.1] and have appointed members of the Village Development Committee attend all trainings for Project Management and Financial Management.
- If the **VILLAGE** does not complete the agreed upon work plan or have appointed members of the Village Development Committee attend all trainings, it will not receive this "seed money".

6.1.2 Development of Community Rules and Regulations for the Village Forest Management Plan:

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be paid to the **VILLAGE** (see Annex 2) to support the: (i) development of rules and regulations for each land use zone, (ii) the demarcation of each land use zone, and (iii) dissemination of information to all community members. 25% of this agreed total amount of LAK will be paid to the **VILLAGE**.
- If the **VILLAGE** makes acceptable progress every 3 months [quarter] towards these activities, 25% of the agreed amount will be paid each quarter.
- If the **VILLAGE** does not make acceptable progress during a quarter, no payment will be made.

- If the **VILLAGE** is not able to make acceptable progress during certain quarters, but is able to complete all required activities by the end of this contract, the remaining amount will be paid in full.

6.1.3 Forest Area (monitoring illegal logging, wild fire, or any other forest disturbance):

- Relevant District Authorities will apply and manage fines for violations against any community member from the **VILLAGE** as determined by existing laws and regulations related to illegal logging, wild fire, or any other forest disturbance.
- Additionally, community members from the **VILLAGE** caught engaged in illegal logging (as well as illegal wildlife hunting), wild fire, or any other forest disturbance for the first time will receive a "Warning" from the **VILLAGE** and the **PROJECT**.
- Community members from the **VILLAGE** caught engaged in illegal logging (as well as illegal wildlife hunting), wild fire, or any other forest disturbance for the second time will be excluded from participating in any activities under this contract.
- Community members from the **VILLAGE** caught engaged in illegal logging (as well as illegal wildlife hunting), wild fire, or any other forest disturbance for the third time will result in the cancellation of future "social infrastructure investments" (i.e. community hall, clean drinking water, etc.) by the **PROJECT** in the **VILLAGE** in subsequent contracts.

6.2 The following penalties will be implemented should the **VILLAGE** not achieve the General Objective of this contract related to "community patrols":

6.2.1 Monthly Community Patrols by **VILLAGE**:

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be paid to the **VILLAGE** (see Annex 2) to conduct patrols within defined areas of the Village Forest Management Plan and the **PROJECT**. A target number of (i) kilometers to be patrolled, and (ii) hours of patrol effort each month by the **VILLAGE** will also be agreed to.
- If the **VILLAGE** is able to meet these target numbers every 3 months [quarter], the **VILLAGE** will receive a 5% incentive bonus.
- If the **VILLAGE** does not make acceptable progress during a quarter, no incentive bonus will be made for that quarter.

6.2.2 Prevention of Illegal Wildlife Hunting:

- An incentive payment of \_\_\_\_\_ [amount, LAK] will be paid to the **VILLAGE** if \_\_\_\_\_ [number] illegal wildlife hunters (as well as illegal loggers) are captured and handed over to the relevant District Authorities.
- An incentive payment of \_\_\_\_\_ [amount, LAK] will be paid to the **VILLAGE** if \_\_\_\_\_ [number] illegal hunting weapons (as well as chainsaws) are confiscated and handed over to the relevant District Authorities.

6.3 The following penalties will be implemented should the **VILLAGE** not achieve the General Objective of this contract related to "reforestation":

6.3.1 Tree-planting:

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be paid to the **VILLAGE** (see Annex 2) to tree-plant the target number of hectares. 40% of this agreed total amount of LAK will be paid to the **VILLAGE**.
- If the **VILLAGE** makes acceptable progress within agreed period of time [see Annex 2] the tree-planting of the target number of hectares, 60% of the agreed amount will be paid. If the **VILLAGE** does not, no payment will be made.

6.3.2 Monitoring and Protecting Reforested Land:

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be paid to the **VILLAGE** (see Annex 2) to monitor and protect the agreed target number of hectares of reforested land. 25% of this agreed total amount of LAK will be paid to the **VILLAGE**.
- If the **VILLAGE** makes acceptable progress every 3 months [quarter] towards monitoring and protecting the agreed target number of hectares of reforested land, 25% of the agreed amount will be paid each quarter.

- If the **VILLAGE** does not make acceptable progress during a quarter, no payment will be made for that quarter.

6.3.3 Construction of Community Nursery and Seedling Production:

- At the start of this contract, the **PROJECT** and **VILLAGE** will agree to the total amount of LAK to be paid to the **VILLAGE** (see Annex 2) to (i) construct a community nursery, and (ii) produce the target number of native species seedlings for reforestation. 50% of this agreed total amount of LAK will be paid to the **VILLAGE**.
- If the **VILLAGE** makes acceptable progress within 6 months towards these activities, 25% of the agreed amount will be paid. If the **VILLAGE** does not, no payment will be made.
- If the **VILLAGE** successfully completes these activities the final 25% of the agreed amount will be paid at the end of this contract. If the **VILLAGE** does not, no payment will be made.
- If the **VILLAGE** is not able to make acceptable progress within the first 6 months but is able complete all required activities by the end of this contract, the remaining 50% will be paid.

**Article 7: Signatures**

7.1 Any future additions to this contract may only be within the scope of the General Object and negotiated in good faith between relevant District Authorities, the **PROJECT** and the **VILLAGE**. Once an addition 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