

Forestry Development Authority



REGULATORY GUIDE

For

Community Conservation Agreements



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Abbreviations

AFC	Approved Forest Community
CA	Conservation Agreement
CBD	Convention on Biological Diversity
CBOS	Community-Based Organizations
CCA	Community Conservation Agreement
COP	Conference of Parties
CRL	Community Rights Law
CSO	Civil Society Organization
ENNR	East Nimba Nature Reserve
EPA	Environment Protection Agency
FDA	Forestry Development Authority
FPIC	Free Prior Informed Consent
GFNP	Gola Forest National Park
JLEM	Joint Law Enforcement Monitoring
LISGIS	Liberia Institute of Statistics and Geo-information Services
LLA	Liberia Land Authority
LPMUR	Lake Piso Multiple-Use Reserve
LRA	Land Rights Act of 2018
NDC	Nationally Determined Contribution
NGOS	Non-Governmental Organizations
PA	Protected Area
PPA	Proposed Protected Area
RBA	Rights-based Approach
SNP	Sapo National Park
UNFCCC	United Nations Framework Convention on Climate Change

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More special thanks to **Atty. Roland Lepol**, the consultant who developed the document.

Foreword



Hon. Rudolph J. Merab
Managing Director
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Liberia possess a wealth of extensive forest resources that provides essential environmental, social, and economic benefits to its people. The proper use of these resources is cardinal if their diverse values are managed for the benefit of the present generation and posterity.

Forest management in Liberia has historically focused on two primary approaches: **commercial forestry (logging)** and **conservation forestry**. While the country has developed a comprehensive contracting framework for commercial forestry, the growing interest in conservation forestry necessitates a structured conservation agreement contracting framework. The Liberian Forestry Development Authority (FDA) has entered into multiple Community Forest Management Agreements (CFMAs) with local forest-owning communities. These agreements have facilitated third-party commercial logging, but there is now increasing interest in conservation-focused agreements. However, the absence of a standardized conservation agreement contracting framework creates challenges for negotiation, implementation, and monitoring.

As several communities continue to demonstrate interest in conserving their forests for climate mitigation and sustainable benefit-sharing private sector actors and conservation organizations have expressed willingness to partner with the government and communities to address this wave of interests. Given these developments, there grew a need to develop a structured approach for conservation agreements to guide stakeholders, particularly forest communities, in negotiating fair and beneficial agreements. This wholesome document contains:

1. A Community Conservation Agreement Guide (Template) to provide a structured approach for conservation contracting in Liberia.
2. A Negotiating Guide for Stakeholders, particularly forest communities, to aid in fair and informed negotiations of conservation agreements.

These tools will serve to enhance legal clarity, minimize disputes, and promote sustainable conservation practices while ensuring fair benefits for forest communities

Signed: _____

A handwritten signature in black ink, appearing to read 'Rudolph J. Merab', written over a horizontal line.

1.0 Definitions

For this Guide, the following definitions, mostly drawn from relevant forest sector laws, apply:

Area of Impact: The land or the boundary of area (wetlands, river basins, coastal zones or protected area) within the territory of Liberia that is the subject of a conservation agreement.

Authority: Authority refers to the Forestry Development Authority (FDA).

Authorized Forest Community: A community that has the right to access, manage, use and benefit from a specified area of forest resources, after it has met all regulatory requirements, including management and technical specifications, as established and verified by the Authority, and which has signed a Community Forest Management Agreement with the Authority.

Biodiversity: The varying number and forms of living things and their interaction within their habitats.

Community: A self-identified and publicly or widely recognized coherent social group, or groups, that share common customs and traditions, irrespective of administrative and social sub-divisions, residing in a particular area of land over which members exercise jurisdiction, communally by agreement, custom or law. A community may thus be a single village or town, or a group of villages or towns or chiefdoms. Also, the Resource Owner.

Community Conservation Agreement (CCA): A voluntary, legally binding agreement between a community (Resource Owner) and an external party including government, non-government and private entity (Investor) that creates a Conservation Interest in community forest land (Area of Impact) and that aims to achieve Conservation Outcomes while also providing benefits (which shall be covered in this Guide) to the community.

Community Forest: A forested or partially forested area traditionally owned or used by a community for socio-cultural, economic and development purposes.

Community Forest Management Agreement: The written agreement issued by the Authority, and signed between an Authorized Forest Community and the Authority, that establishes the terms under which the community accesses, uses, manages, protects and benefits from forest resources in a sustainable manner, on a specified area of forest resources.¹

Community Forest Land: The governance and management of forests by a community for commercial and non-commercial purposes to further development of the community and enhance the livelihood of community members.

¹ 1.1, 1.2, 1.3 and 1.15 are according to the Regulation to the Community Rights Law of 2009 with Respect to Forest Lands, as Amended published in May 2017 by the Forestry Development Authority.

Conservation: The sustainable management and protection of ecosystems and habitats to achieve maximum environmental, social, economic, and scientific benefits for present and future generations.

Conservation Agreement: A voluntary written agreement between a Resource Owner and an Investor that creates a Conservation Interest in an Area of Impact where the Investor provides a negotiated benefits package in return for verifiable conservation and sustainable social development commitments by the Resource Owner.

Conservation Interest: An interest in an Area of Impact that imposes one or more obligations on the Resource Owner in relation to the use of an Area of Impact for the preservation, conservation and protection of natural ecosystems.

Conservation Investor, or Investor: An individual or entity that provides financial capital with the expectation of achieving defined Conservation Outcomes including sustainable management of natural resources or ecosystems or for financial returns, or both. This consists of direct cash payments to communities or investing in community development programs to compensate for community's opportunity cost of change in natural resource uses as well as to promote sustainable practices.

Conservation Outcomes: The positive results or achievements of conservation efforts, aiming to protect and restore natural environments and biodiversity. These outcomes are typically measured by the success of actions taken to safeguard species, habitats, and broader ecological systems.²

Customary Land: Land, including forest land, owned by individuals, groups, families or communities through longstanding rules recognized as customary land, it is not necessary for the land to have been registered under statutory entitlements.

Ecosystem: A dynamic complex of plant, animal, and micro-organism communities and their non-living environment interacting as a functional unit.

Environment: includes the surrounding living and non-living things, and their interrelationship.

Forest Landscape: Any area of forest land, including mangroves, which has the following characteristics aligning with the parameters of the Liberia's forest definition of 2018: 1 hectare of land, 5-meter tree height, and 30% canopy cover.

Guide: This Regulatory Guide for Executing Community Conservation Agreements.

Resource Owner: The community with rights to, and interest in the Area of Impact, as provided for relevant Liberian laws.

² 2024 Sustainability Directory.

Community Conservation Monitors (CCM): Community members trained and equipped to conduct biodiversity monitoring, compliance patrols, and data collection within the Area of impact (conservation areas)

Sustainable Forestry: The management and/or usage of forest resources in a form or manner that ensures that the resources continue to be in existence and available for use by future generations.

2.0 Purpose and scope

2.1 Community Conservation Agreements

The Community Conservation Agreement (CCA) framework provides for the Resource Owner, in this case the community, and the Investor to agree that the Resource Owner will undertake agreed sustainable practices within and on the fringes of the forests, the “Area of Impact”, in order to achieve Conservation Outcomes including protecting and sustainably managing the forest in exchange for benefits to be provided by the Investor. Benefits may be monetary or in the form of goods and services provided to the Community. The CCA should provide that the Resource Owner fully participates in the entire process of the conservation agreement, including implementation, and receives the anticipated benefits as will be articulated by this Guide. The Resource Owner may delegate, if it so wishes, its right and role of participation to a third party in an expressly written agreement endorsed by its entity (the community or group of communities) according to the entity's decision-making process consistent with guiding policies, laws and best practices.

The CCA does not give ownership rights to the Investor over the Area of Impact, rather it allows the Investor and the Resource Owner to influence land use changes to protect and conserve the forest and forest resources. This Guide ensures that the CCA process is a mutually respectful and dignified collaboration led by the Community as a key player in determining the context, scope, aspirations and benefits of the agreement.

This guide only covers CCAs to be signed between Resource Owner within Forest Landscape, including, but not limited to, terrestrial forest areas and mangrove forests. Any other CCA not addressing forested areas, within the official definition and classification of forest, shall not be covered under this guide. For application and interpretation of this CCA guide, the FDA shall be the principal government agency responsible for providing such guidance.

2.2 Purpose

The purpose of this CCA Guide is to serve as a framework for standardizing conservation agreements in forest communities in Liberia. The CCA Guide provides the legal, environmental, and socioeconomic requirements for CCAs. It also describes the standard processes, structures, contents, and approaches for designing and executing these agreements. The Guide also defines the specific objectives for CCAs, describes the forest landscapes for which CCAs should be designed, and analyzes the nexus between this Guide and future CCAs.

2.3 Scope of Community Conservation Agreements in Liberia

2.3.1 Communities within and around Forest Landscapes

Generally, the CCA Guide serves as a framework that encompasses conservation agreements across all forest communities in Liberia. These include communities on Customary Lands whose forest lands, including mangroves, qualify as such by the FDA's 2018 Forest Definition.³ The Community may be located within or around the forest and have legal rights or interests in the Forest Landscape that is the subject of the conservation agreement.

2.3.2 Activities promoting Conservation Outcomes

This Guide herein encapsulates conservation agreements whose outcomes generally promote the conservation of forests of all types in Liberia. Other considerations for these Conservation Outcomes also include international conservation conventions and treaties ratified and domesticated by Liberia. The relevant laws, policies, and other considerations are discussed in subsequent chapters of this document. These Conservation Outcomes will include a wide range of objectives such as conservation or protection of biodiversity, improving ecosystem services, or enhancing community livelihoods, protection of terrestrial, wetland (mangroves) and marine protected species, water bodies, high conservation value forest areas, high carbon stock areas and other critical ecosystem services in the forest which shall be the subject of the conservation agreement. The outcomes shall also include conservation of cultural, historical, and traditional sites and values within, or on the fringes of, the forest. The Guide is applicable to activities which generally promote conservation of nature. Other Conservation Outcomes may also be specified and agreed by the parties to the CCAs based on their aspirations.

2.3.3 Communities with Forest around Protected Areas (PAs) and Communities within and around Proposed Protected Areas, Forests located on Customary Land, Authorized Forest Communities (AFCs), and Forests in Concession⁴ Areas

Currently, Liberia has five Protected Areas (PAs), including East Nimba Nature Reserve (ENNR) in Nimba County, Sapu National Park (SNP) in Sinoe, River Gee and Grand Gedeh Counties, Gola Forest National Park (GFNP) in Gbarpolu and Grand Cape Mount Counties, Lake Piso Multiple-Use Reserve (LPMUR) in Grand Cape Mount and Bomi Counties, Grebo-Krahn National Park in Grand Gedeh and River Gee Counties. There are also Proposed Protected Areas (PPAs) which are currently either at different stages of the gazettement process, or under other considerations for decisions as to whether or not to transition them into full Protected Areas. This Guide will cover conservation agreements with communities around PAs, as well as communities within and around PPAs⁵.

³ An area of land not less than one hectare, with at least 30% forest canopy cover and at least five meters of tree height.

⁴ Commercial concessions including forest concessions, mining concessions, agriculture concessions, etc.

⁵ The National Forestry Reform Law (2006) provides for and define PAs and PPAs.

Liberia's main forest blocks are in the northwest and southeast of Liberia. In these places, there are several Authorized Forest Communities (AFCs), as well as various communities at different stages of the Nine-Step process⁶ to becoming an AFC. During the management planning process, communities often provide for conservation activities with defined Conservation Outcomes in these Community Forests. This Guide is applicable to agreements with AFCs and communities along the Nine-Step process to the extent that there is a Community Forest governance structure in place as defined the Community Rights Law (CRL) of 2009 and associated regulations.

As part of the legal obligations of private concession⁷ companies and other types of private business firms working in forest communities, and consistent with their social-corporate responsibilities as well as international best practices, they have a responsibility to contribute to the achievement of Liberia's biodiversity conservation goals, including promoting sustainable practices in the forests around their concessions. This Guide is applicable to conservation agreements between the concession and a community or group of communities in and around forests bordering or within the concession for the purpose of achieving Conservation Outcomes. Achieving conservation goals includes improving the socio-economic well-being of the Community which are stewards of the forests. However, this Guide shall not be applicable as a guide for a potential concession agreement or other prospective business contracts between a Community and a concession company or other third-party business entities as these are governed by relevant Liberian policies, laws, regulations, and guidelines.

2.3.4 Provides a framework for parties' benefits from the CCA

This Guide shall lay out how parties to the conservation agreements shall be incentivized to enter into and fulfill obligations under a CCA, including monetary and non-monetary benefits.

2.3.5 Relationship between the parties of Conservation Agreement

The Guide requires that relationships be clearly defined and established between the immediate parties to the conservation agreement and among other stakeholders including regulators (government), community-based interest groups, associated landowners, and conservation organizations for the achievement of the agreed Conservation Outcomes. This will minimize the potential for conflict and strengthen the basis for addressing violation of rights of any of the parties.

2.3.6 Execution of Community Conservation Agreements in Liberia

The Guide outlines processes, steps, and requirements for implementing CCAs in Liberia. The Guide requires that these processes are aligned with relevant Liberian laws, the Rights-Based Approach (RBA), and Free Prior Informed Consent (FPIC) and other best practices. Of importance is the fact that the Guide

⁶ Community Rights Law (2009) provides for process for communities to acquire AFC status.

⁷ Commercial concessions including forest concessions, mining concessions, agriculture concessions, and so on.

will ensure reasonable flexibility that is within the confines of the law in terms of merger or disaggregation of steps in the process.

2.3.7 Strengthens Communities' Capacity for Sustainable Management of Forests

This Guide establishes a strong foundation for community-driven impactful conservation agreements that strike the right balance between development and conservation, thereby strengthening communities' capabilities and inducement for sustainably managing their forest resources. CCAs designed and implemented under this framework will provide incentives for communities to continue engaging in conservation activities on a long-term basis.

2.3.8 Basis for Legally Enforcing Community Conservation Agreements

Prior to this Guide, conservation agreements with communities were mainly "quid pro quo" with agreed actions that each party could take against the other as penalties for noncompliance with the agreed terms of the agreement. Those agreements were not legally enforceable. This Guide shall provide a basis for designing and implementing CCAs in ways that are legally binding and enforceable.

3.0 Considerations

3.1 Accelerated biodiversity decline and need for action

For a conservation agreement, especially those covering biotic resources, to be effective, it is pivotal that it addresses the problem of biodiversity decline by establishing structured frameworks that promote habitat protection, sustainable resource use, and ecosystem restoration. This recognition of the status of biotic resources is important in clearly outlining the actions required for reversing their decline and ensuring a diverse ecosystem. Addressing biodiversity decline through the recognition of the prior and current diversity of the conservation area should form a key consideration for a conservation agreement.

A conservation agreement must, at the early stage, define what the agreement aims to achieve including halting and reversing biodiversity loss within the agreement area, enhancing ecosystem connectivity and integrity, maintaining or increasing the population of native species, particularly endangered or endemic taxa, and integrating biodiversity indicators into conservation monitoring.

3.2 Legal and policy framework

The legal and policy environment within which a conservation agreement is developed is essential to ensuring the agreement's enforceability and sustainability. A conservation agreement should incorporate the key considerations and requirements for protecting conservation resources under national laws and international obligations.

The conservation agreement must consider the following:

1. There are national laws that enable or support the conservation agreement. In Liberia, several national laws provide a statutory basis for conserving forest resources. Pertinent laws include, but are not limited to:
 - 1.1. **Constitution of Liberia:** The Constitution of Liberia lays a foundational legal framework that supports environmental conservation through rights to resource management, transparency, and justice. Article 7 of the Constitution promotes conservation by requiring that the exploitation of natural resources be balanced with social justice, long-term development, and the participation of Liberian citizens, including local forest-owning communities. Article 24 implicitly guarantees private property rights, requiring that conservation programs, such as national parks or protected areas, ensure proper procedures and provide fair compensation to affected communities or landowners. Article 25 guaranteed the sanctity of contracts and contractual obligations, including those of conservation agreements, forbidding the enactment of any law that would impair them.

- 1.2. **National Forestry Reform Law:** The National Forestry Reform Law (NFRL) of 2006 supports Conservation Agreements by providing the legal framework, institutional authority, and policy direction necessary for their creation, implementation, and enforcement. Section 9.1 of the NFRL provides for the establishment of protected areas. Conservation agreements can serve as an effective instrument to help establish or maintain protected areas, particularly where government enforcement is inadequate.
- 1.3. **Environmental Protection and Management Law (2003):** The Environmental Protection and Management Law (EPML) of Liberia supports conservation agreements. Sections 6 and 7 of the EPML provide for sustainable development and environmental protection, which are core objectives of conservation agreements. The EPML emphasizes the protection of biodiversity, ecosystems, and natural resources, aligning closely with the goals of conservation agreements.
- 1.4. **Community Rights Law with Respect to Forestlands (CRL) of 2009:** The CRL plays a crucial role in supporting conservation agreements by legally empowering communities to manage and benefit from forest resources, which is essential for the legitimacy and sustainability of conservation agreements in Liberia. The CRL recognizes the legal rights of communities to own, manage, and benefit from forest lands that they customarily use. Conservation agreements with communities are only possible when communities have recognized rights to forests through their AFCs and their ownership rights guaranteed by the LRA of 2018. The CRL gives communities the legal standing to enter into agreements with NGOs, the government, or private partners.
- 1.5. **National Wildlife Conservation and Protected Area Management Law of Liberia (Wildlife Law) of 2016:** The Wildlife Law is a cornerstone legal instrument that directly supports the implementation of conservation agreements by providing a comprehensive framework for wildlife protection, governance of protected areas, and community participation. The law establishes and regulates protected areas, ensuring the conservation of wildlife and biodiversity by providing the legal basis for management through partnerships, including conservation agreements with communities and NGOs.
- 1.6. **Fishery and Aquaculture Management and Development Law of 2019:** The Fishery Act supports conservation agreements by providing a legal framework for sustainable fisheries, co-management, and marine resource conservation, particularly involving coastal communities, and mandates an ecosystem-based approach to fisheries and aquaculture management, including the protection of critical habitats. The law supports conservation agreements because they target ecosystem conservation. The law formally recognizes co-management arrangements between the government and local communities, allowing for the establishment of Collaborative Management Associations (CMAs), which are legal entities that represent fishing communities and serve as parties to conservation agreements.

- 1.7. **Land Rights Act (LRA) of 2018:** The LRA is a transformative piece of legislation that plays a foundational role in supporting conservation agreements. By legally recognizing customary land ownership and community land rights, it empowers local communities to enter into contracts to protect and sustainably manage their lands and natural resources. Conservation agreements require communities to have relations to, interests in, and sometimes, legal control over, land to commit to its protection and be entitled to benefits. The LRA provides a legal foundation for communities to negotiate and enter into conservation agreements.
 - 1.8. **National Biodiversity Strategy and Action Plan (NBSAP):** Updated in 2024 to align with the Kunming-Montreal Global Biodiversity Framework, the NBSAP emphasizes mangrove forest conservation as a national priority, reinforcing CCA objectives for mangrove cover and biodiversity.
2. The Agreement should recognize and respect legal land tenure arrangements and customary rights of rural communities, particularly those granted under the Land Rights Act and the Community Rights Law

3.3 Institutional framework for CCA management/governance

A conservation agreement should identify and define the governance structure that underpinned the negotiation, implementation of a conservation agreement and the sustainability of the outcomes of a conservation agreement.

The institutional framework should consider the role of the following actors:

1. **Government:** The FDA should, as per its statutory mandate and relevant Liberian laws, provide technical support and regulatory oversight throughout the entire CCA process. The FDA should coordinate with the Environmental Protection Agency (EPA) and other relevant government institutions to ensure they provide the required technical expertise (e.g., GIS, satellite imagery, etc) and regulatory guidance to communities consistent with their respective institutional mandates and expertise for aspects such as mangrove management and monitoring, facilitating access to climate finance (e.g., Liberia Conservation Fund, carbon markets), land use planning and formalization, sustainable agriculture, strengthening community governance structure, etc. The FDA and relevant government actors may provide guidance to both parties of the CCA for grievance and dispute management
2. **Donor:** This includes the set of stakeholders that provides funding for the design and implementation of the CCA through another organization that acts as the Investor (party to the CCA). A Donor includes, but is not limited to, international and bilateral funding agencies including international and local development partners (civil society organizations, multilateral organizations and other NGOs), private business firms and so on. Their role is to fund the CCA and may provide technical advisory support to the parties of the CCA. Donors may monitor CCA implementation if it

is required to fulfil certain aspects of their fund management or project management responsibilities.

3. **Investor:** The role of the Investor, as a party to the agreement, is to participate in the successful implementation of the CCA, monitor and evaluate implementation of the CCA consistent with their project/fund management requirements, provide fair benefits to the Resource Owners, participate in setting up and cooperating with the grievance redress mechanism of the CCA. The Conservation Investor may include a private entity, an International/Local NGO, or other development partners.
4. **International and local non-governmental organizations, including civil society organizations (CSOs) and community-based organizations:** The roles of these should be clearly articulated in the CCA to include any one or more of the following: providing specialized technical advice and guidance, including advocacy support for best practices for informed, inclusive, participatory and sustainable implementation of conservation activities including managing grievance, for fair and equitable benefits.
5. **Resource Owner (Community):** The role of the Resource Owner (Community) should be factored during the negotiation of the Agreement. This include acting in good faith and taking leadership in implementation of its responsibilities (sustainable practices and others as will be defined by the CCA) under the terms of the CCA. The CCA should also give due consideration to all relevant community stakeholders (such as elders, women and youth groups, forest committees, Community-Based Organizations, etc)) as well as other community actors associated with critical land uses in the Area of Impacts (the community) such as hunters, farmers, fishermen, those in non-timber forest products (NTFPs) businesses which could serve as Community Conservation Monitors (CCMs) during implementation of the CCA. CCMs are community members (often, former hunters, farmers, etc) trained and equipped to monitor the Area of Impact, including all forests, community land, mangrove cover and document complaints arising. The CCA shall recognize existing community governance structures established by statutes and customary and traditional practices and leverage their functions for the management of the CCA. The Resource Owner should also participate in setting up and cooperating with the Grievance Redress Mechanism of the CCA.
6. **Research and tertiary academic institutions:** also of huge importance are the research and tertiary academic institutions. These educational or research institutions may provide advisory support or technical research and capacity building services to either or both parties to the CCA based on specific needs of either or both parties, based on specific arrangements with the parties. The institution may also voluntarily offer to provide such support as part of its institutional program or as part of a national program.

3.4 Conservation Agreements - nationally and globally, an impactful, effective tool for biodiversity conservation

Conservation agreements have become a globally recognized mechanism for achieving long-term, area-based conservation objectives while respecting diverse land tenure systems, cultural practices, and sustainable development goals. Nationally, conservation agreements may protect threatened ecosystems outside formal protected areas, support community-led conservation initiatives, secure Customary Land rights while promoting traditional stewardship, and promote sustainable land use and habitat connectivity.

Globally, conservation agreements are an important tool for achieving international biodiversity commitments and targets, particularly the Kunming-Montreal Global Biodiversity Framework (GBF) adopted under the Convention on Biological Diversity (CBD), attracting international financing for conservation initiatives, mobilizing conservation efforts beyond boundaries, and enabling area-based conservation in politically or economically complex contexts.

4.0 Categories of CCA

This Guide provides four (4) categories of CCA depending on the goal and objectives of the relevant, applicable conservation efforts and the shared objectives of the Resource Owner and the Investor. These include:

- CCA for direct monetary benefits
- CCA for project-based benefits and intergenerational equity
- CCA for climate change management
- A Mix of any two, three, or all of the above

4.1 Conservation Agreement for monetary benefits

This CCA shall provide a framework for the Investor to pay cash benefits directly to the Community in exchange for the Community's implementation of specific conservation actions on their forest land for a minimum of five (5) years. The Community must expressly and freely propose, negotiate, and consent to the amount to be paid including through carbon and biodiversity finance credits. The payment shall be made into the official bank account of the Community with the appropriate officials of the community governance structure as provided for by the Community Rights Law (CRL 2009) or the Land Rights Act (LRA 2018), where applicable.

4.2 Conservation Agreement for project-based benefits and intergenerational equity

This category of CCA shall be mainly a quid pro quo entered into by the Resource Owner (Community) and the Investor. The Investor shall provide the Resource Owner (Community) with a set of agreed-upon social or economic benefits, or both, in exchange for an agreed-upon list of actions (including sustainable practices) that the Community shall commit to undertaking to achieve the targeted conservation goal and make observations. This category of CCA may not only be for the social or economic project benefit to the current generation but also for the benefit of the future generations of the Community. The Investor and the Community shall determine the appropriate incentives for the Community to adopt sustainable practices required to conserve the forest and its associated natural resources for the benefit of future generations. The Government may propose to the Community the need for this kind of CCA. In this instance, the Government shall engage and negotiate with the Community in a manner consistent with applicable Liberian laws

The Community and the Investor shall agree and articulate mechanisms for the enforceability of their respective responsibilities and the penalties for non-compliance in the CCA. This CCA shall be for three (3) years in duration at a time and may be renewable upon mutual agreement between the Resource Owner and the Investor. The renewal shall be for not more than three (3) years.

4.3 Conservation Agreements for climate change management

Climate change management is a national priority in Liberia as climate change undermines development and poses an existential threat globally. As part of international efforts to address climate change, the 21st Conference of the Parties (CoP) of the United Nations Framework Convention on Climate Change (UNFCCC) requires countries to develop a Nationally Determined Contribution (NDC) to achieve the globally agreed-upon temperature threshold and reduce the impact of climate change. CCA for climate change management may be developed and implemented solely for the contribution towards Liberia's achievement of its NDCs.

5.0 CCA process

This Guide recognizes six (6) steps in the process of the CCA as follows: 1) *Feasibility Assessment*, 2) *Stakeholders/Community Engagement*, 3) *Negotiation of CCA Terms*, 4) *Design and Signing of CCA*, 5) *Implementation of CCA*, and 6) *Closure of CCA*. Each of these steps is described in appropriate detail in the next subsections. The investor must ensure that the time allotted for conducting feasibility and signing the CCA must not be more than twelve (12) months from the date of application to the FDA. In the event where ownership of the Forest Landscape is unknown at the time of the engagement for the development of the CCA, the Investor must ensure that tenure rights are clarified in advance of the signing of the CCA.

5.1 Feasibility Assessment

The first step of the CCA process is the Feasibility Assessment, which shall be both social-economic and biological including environmental, and conducted by the Investor or its agent. The Assessment should include engagements and consultations with relevant actors in the Area of Impact to confirm the conservation outcomes, document relevant socioeconomic conditions of the Resource Owner (community), and determine the suitability of CCA as a vehicle for achieving the outcomes and contributing to the socioeconomic welfare of the Resource Owner (Community). These include:

- Does the Area of Impact have the potential for valuable Conservation Outcomes that can be measured?
- Will the Community be willing and able to implement the necessary activities to achieve the desired outcomes?
- Is CCA an appropriate option for addressing the livelihood and welfare of the Resource Owner considering the potential opportunity cost of the existing land uses and livelihood activities communities are engaged in?
- Are collaborations and synergies with other actors feasible?
- Does the conservation initiative offer valuable project experiences for learning, considering the likely impact of the CCA?
- Is the donor's interest in the CCA valid and credible?
- Is the Community the actual Resource Owner and is it eligible to engage and obligated to design and implement a CCA?

5.1.1 Purpose and scope of the Feasibility Assessment

The main purpose of the Feasibility Assessment shall be to gather biological, socioeconomic, and other relevant facts to inform the making of a case or decision for entering into a CCA in the Area of Impact. The Feasibility Assessment should specifically assess the standards mentioned above and inform profiling of the target Area of Impact. The profiling during Feasibility Assessment will take into account 1) the identification of biodiversity baseline characteristics, 2) the identification of land use actors, 3) the

appreciation of land uses, 4) analysis of the socioeconomic situation, 5) the consideration of the existing institutional structures, and 6) mapping stakeholders and interest groups.

Identification of conservation subject

The Feasibility Assessment should assist the Investor and Resource Owner in confirming what conservation attributes they want to protect and the existence of such attributes in the Area of Impact. This may include biodiversity (wildlife, endangered species, etc.), traditional or cultural heritage like sacred sites, high carbon stock areas, watersheds, or other areas of high conservation value⁸. This Assessment should be supplemented by other related prior associated scientific studies of the Area of Impact.

Identification of land users

Forest communities depend largely on forest resources for almost everything they need to live and survive and to improve their livelihoods. Some of their forest land-use practices undermine the conservation of forest ecosystems, while others are more sustainably useful. The Assessment should identify the various land uses and focus on the most prevalent ones. The actors associated with the most prevalent land uses should be considered as genuine land users. It is important that the Assessment should identify, target, and involve as many genuine land users as possible because they will be central to engagement with the Community and influencing sustainable land uses for achieving the Conservation Outcomes desired.

Appreciating land uses

This involves understanding the most prevalent use identified and its associated pros and cons. The Assessment should delve into the historical background and context of that land use to enable implementers to fairly appreciate the challenges associated and the opportunities provided. The assessors will obtain these valuable facts from the landowners during the Feasibility Assessment due to their in-depth understanding of the factors that have influenced community land use over time.

The assessors should also gather information on land uses from the Liberia Land Authority (LLA) and other non-governmental organizations (NGOs) related to the Area of Interest to increase their understanding and fill in technical land use information gaps. This will set the pace for the next steps of community engagement and negotiations.

Analysing socio-economic situation

The assessors should collect economic data including the kinds of economic activities of the Resource Owner (Community) including, simple household job, income and dependent data and so on. Data on living conditions collected should be reasonable to the extent that they are useful as baseline data for future monitoring, evaluation and reporting of the potential CCA implementation. Additional data should include available social amenities like schools, health facilities, sources of drinking water, other social institutions, religious and traditional practices, background/history of the Resource Owner (Community), etc.

⁸ Areas of high conservation value to be determined by the FDA.

To supplement community-level knowledge, assessors should consult other relevant sources of information, such as the Liberia Institute of Statistics and Geo-information Services (LISGIS) and other relevant government institutions, most of which have sub-offices in the counties and relevant private sector actors. NGOs working in the Area of Interest could also have important real-time socioeconomic data on the Area of Interest.

Considering the existing institutional structures

Every forest community in Liberia is a part of a sub-political and administrative structure. There are also governance structures in most forest communities land or forest governance, or both. These communities also have traditional and social-cultural arrangements which influence decision-making in those communities.

Understanding whether these institutional arrangements exist or not, their nature, gaps in the existing structures, and the power dynamics will help implementers determine who to engage with, how to manage relationships with the Community. This information is also vital for determining the kinds of structure and the kinds of community representation for conflict management and grievance redress.

Mapping stakeholders and interest groups

Stakeholder mapping should build on the analysis of land users and institutional arrangements following local and international best practices for stakeholder analysis. The effectiveness of this aspect of the feasibility assessment will pave the way for a successful community engagement- the next step after the Feasibility Assessment.

5.1.2 Feasibility Assessment approach

The Feasibility Assessment should be based on the Rights-Based Approach (RBA) and Free, Prior, and Informed Consent. A positive consideration here is that Liberia already has a National Guideline for Community Consultations (FPIC) and an associated toolkit, which was developed in 2019 by the EPA with technical support from the World Bank and funding from the Government of Norway. This Guideline ensures that there is a common national standard for applying FPIC during community consultations, including assessment engagements. Feasibility Assessments for CCAs in forest communities should be guided by the FPIC Guidelines.

The Investor will ensure there is a stakeholders' workshop in the Community during entry to introduce the Assessment and its objectives, and at the completion of the draft Feasibility Assessment report to enable stakeholders, especially the Community, to validate the report.

The CA Regulation provides for a Conservation Agreement Working Group (CAWG). The CAWG or at least its Chair Agency (EPA) and the FDA should review and clear the scope of work or concept of the Feasibility Assessment, including methodology, objectives, scope, and expected results, before the conduct of the Assessment. FDA should also review and clear the final Feasibility Assessment report with the technical review support of the EPA.

Note: Depending on the availability of data related to the above, a full new assessment may not be required. In this case, the Conservation Investor should consult with FDA to confirm that a full survey is not needed.

5.1.3 Outcomes of Feasibility Assessment

The successful conclusion of the Feasibility Assessment should be evidenced by the following deliverables or to the extent feasibly appropriate (as will be technically approved by FDA):

- Clearly identified and described conservation attributes and conservation outcome (set of outcomes) to be achieved in the Area of Impact.
- Identified prevalent land uses and land use actors in the Area of Impact.
- An analysis of the land uses including the historical context as well as the challenges and opportunities for sustainable land use in the Area of Impact.
- An analysis of the socioeconomic context of the Area of Impact in the scope of the landscape.
- Analysis of the governance and social structures, and the usefulness of this to the stakeholders and power dynamics in the landscape.
- A profile of stakeholders and prospective roles and responsibilities in the implementation of the CCA.

5.2 Stakeholder and community engagement

5.2.1 Stakeholder mapping/profiling

Stakeholder mapping and profiling is crucial to negotiating and formulating a conservation agreement. It ensures that all relevant parties are identified, their interests are understood, and their roles are clearly defined. Embedding stakeholders' concerns in conservation agreements helps foster transparency, trust, and shared responsibility. Therefore, the nature and scope of a conservation agreement should give due consideration to the interests, rights, or responsibilities of concerned stakeholders.

The responsibility of identifying stakeholders is key and a general responsibility; however, while every interest holder should contribute to the stakeholder identification process, this should be the primary responsibility of the government agency having administrative and management authority over the conservation resources nationally.⁹

Identified stakeholders must be profiled considering their geographical location relative to the conservation area, the nature of their interest in the forest resources, their level of dependency on the forest resources,

⁹ Chapter 3, Section 3.1 (a). The Authority shall exercise its powers under this Law to ensure sustainable management of the Republic's Forest Land, Conservation of the Republic's Forest Resources, protection of the Republic's Environment, and sustainable development of the Republic's economy, with the participation of and for the benefit of all Liberians, and to contribute to poverty alleviation in the nation.

their level of influence over forest management decisions, their potential role in the conservation project, and their past or current involvement in forest-related activities in the area.

For forest conservation agreement(s) in Liberia, stakeholders may be, in addition to other attributes, profiled based on the land use and the ownership types under the Land Rights Act. Land uses may focus on the dependency of the stakeholders on the land.¹⁰ Regarding ownership, stakeholders' identification may vary from government land to private land to Customary Land. On government land, stakeholders' identification will include government agencies (Forestry Development Authority, Environmental Protection Agency, Liberia Land Authority, etc.), forest communities dependent on the forest resources, and non-governmental and community-based organizations. Private landowners seeking conservation activities on their land are also expected to conduct consultations involving adjoining property owners and the government. Customary landowners also require stakeholders' identification and profiling. The process should include clear identification of stakeholders within the Community and other external stakeholders like the government, nearby communities, and non-governmental organizations working in the Community.

Regardless of the landownership type, several considerations must be given in the identification and profiling of stakeholders; this should include the stakeholder name (e.g., Forestry Development Authority), the stakeholder type (e.g., Government), stakeholder interest (e.g., regulatory oversight), stakeholder influence (e.g., high), stakeholder's role in the implementation of the proposed project/agreement (e.g., providing technical or legal guidance) and the stakeholder location (e.g., Monrovia or regional offices) for easy accessibility to the stakeholder.

Draft Framework for Stakeholder Profiling

Stakeholder name	Type	Interest	Influence	Role in project	Location
Forestry Development Authority	Government	Regulatory oversight	High	Provision of technical and legal guidance	Monrovia or regional offices
Name of NGO	NGO	Wildlife Protection	Medium	Protection of wildlife	
Community Forest Governance structures (provide names of particular structure in the community of interest)					

¹⁰ This could be farming; collection of non-timber forest products or sustainable community wildlife uses.

5.2.2 Free, Prior and Informed Consent (FPIC)

Resources targeted for conservation in developing countries are mostly rural-based, with primary profiled stakeholders being the government and rural communities having some form of dependency on the resource. The approach to engaging these stakeholders is very important to the sustainable implementation of conservation goals targeted for those resources. A conservation agreement in the Liberian context should engage stakeholders through a Rights-Based Approach that upholds the principle of Free, Prior and Informed Consent (FPIC). A conservation agreement that intends to achieve equitable, ethical, and sustainable outcomes should go beyond nature considerations like biodiversity protection and ensure that the rights, livelihood, and traditional values of rural impacted communities are upheld. This is achievable if the agreement is voluntary, recognizes traditional knowledge and value systems, and provides mutual benefits to the parties and stakeholders.

A Rights-Based Approach in conservation integrates human rights principles into project planning, decision-making (including contracting), and implementation. In the case of a conservation agreement, respecting land tenure and resources, ensuring inclusivity of impacted communities, strengthening local capacity, and ensuring accountability are all key to integrating rights issues in the formulation, negotiation, and implementation of a conservation agreement. The Rights-Based Approach provides a broader context for integrating stakeholders' rights.

FPIC-compliant community consultation should include three primary layers: engagement preparation, community consultation, and project implementation. This would mean that a conservation agreement following the FPIC process will require FPIC consideration at all stages, from initiating the project idea and engagement with the Community to the contracting and implementation stage. Other processes include the use of multilingual community meetings, visual aids (e.g., storytelling, jingles), and independent legal facilitation to ensure FPIC, addressing the mangrove framework's emphasis on culturally appropriate tools. Prioritize women's-only forums and youth-led monitoring to enhance inclusivity, this FPIC approach has been tried for CCA in Mangrove communities in Liberia.

5.2.3 Outcomes of stakeholder engagement

The outcomes of stakeholders' engagement should be a key tool for organizing the contracting parties' scope and understanding the interests around the particular conservation resource(s). Ideally, engagement outcomes enhance the conservation project design, increase local support for conservation efforts, present opportunities for conflict mitigation and resolution, and strengthen trust and collaboration during implementation.

Stakeholder engagement in conservation agreements is not merely a procedural formality but a fundamental component that enhances conservation efforts' effectiveness, equity, and sustainability. By fostering collaboration, building trust, and incorporating diverse perspectives, all of which are outcomes of

stakeholders' engagement, conservation initiatives are more likely to achieve their objectives and deliver lasting benefits for people and the environment.

5.3 Negotiations of CCA terms

The negotiation phase of the CCA process will immediately follow the engagement phases where information has been gathered and shared on the conservation subject and the case for protecting it, why and how a CCA is an appropriate alternative for protecting the conservation subject, detailed description of the proposed CCA including objectives, processes, roles and responsibilities and benefits for the understanding of the Resource Owner and other stakeholders, and a confirmation of the Investor's intention to enter into a CCA with the Resource Owner.

The negotiation should consist of transparent, participatory, inclusive, and fairly represented bargaining between the Resource Owner and the Investor on the set of sustainable practices to be performed by Resource Owner in exchange for benefits to be provided by the Investor in consideration for the obligation the Resource Owner incurs to perform the agreed sustainable practices. The benefits may be monetary or non-monetary, depending on the kind of CCA entered into as described in **Chapter 4** of this Guide.

5.3.1 Representation of parties to negotiation

It is important to note that the Negotiation Phase is a critical process that leads to a decision of whether or not the Resource Owner will agree to enter into a CCA and perform a list of proposed conservation actions. As such, the parties (Resource Owner and Investor) to the potential CCA should be represented by persons who are lawfully entitled to represent them.

For Community representation, the Guide considers the following scenarios: i) the Community is an Approved Forest Community (AFC), ii) the Community is not an AFC but is formalized as provided by the Land Rights Act of 2018, and iii) the Community is neither an AFC nor formalized.

For an AFC, the representative of the Community will be the community leadership for such AFC as provided by the Community Rights Law (CRL) 2009 and its relevant associated Regulation. If the Community is not an ACF but is formalized, then the Community will be represented as provided for by the Land Rights Act of 2018. Where the Community is neither an AFC nor formalized, the community will be represented by the existing community leadership structure under the Local Government Act (Paramount Chief, Clan Chief, General Town Chief) and other community groupings (women, youth, elders, etc.).

In all of the above cases, the Resource Owner may choose to include a legal counsel (lawyer) in its representation at its own cost. The Investor should be represented by its appropriate staff as defined by its institutional policies with its institutional policy. The Investor may also include a legal representation during negotiations.

5.3.2 Level of Resource Owner/Community participation in negotiations

The Community's participation in CCA negotiations should be inclusive and fully representative of the different groups of the Community. This will include representatives of men, women, youth, the elderly, Community traditional leaders, religious groups, community-based organizations, strategic land use interest groups such as hunters, farmers, miners, fishers, and local Community political and administrative leadership. It is critical to note that the Investor must ensure Community participation in negotiations are in alignment with the Guidelines on National Consultation or Guidelines for FPIC developed by the EPA in 2020.

5.3.3 Terms to be agreed upon in the CCA

This Guide ensures that the Negotiation Phase results in clear terms, which can be the key component of the CCA framework. The negotiation discussion may cover several subjects and concerns. However, the key terms of the CCA that the Negotiation Phase should result in include the following:

- The objective of the CCA, that is, the targeted conservation outcome
- The conservation actions to be performed by the Community
- The benefits to be provided by the Investor, how benefits will be calculated, provided and the timelines
- The duration of the CCA in keeping with the guidelines in section 4.0
- The mechanism for grievance redress and feedback sharing

5.4 Design and signing of the CCA

5.4.1 Structure of Conservation Agreement

A conservation agreement structure should provide the legal, operational, and ecological framework for the long-term protection and management of the conservation area. It must be clear, comprehensive, and adaptable to context (e.g., public-private partnerships, Indigenous-led conservation, biodiversity offsets, etc.).

The agreement should include the following:

1. A Title Page that includes the full title of the agreement, the names of the parties, the date of execution of the agreement.
2. A table of contents that provides a navigation framework of the agreement.
3. A Preamble that sets the context, purpose and intent behind the agreement that includes the background of the parties, conservation values of the area, the motivation for entering into the agreement (e.g., biodiversity loss) and recognition of community rights.
4. A definitional section that clarifies key terms used in the agreement.

5. A section on the purpose and objectives of the agreement that states the conservation objectives and the desired outcomes.
6. A section that sets out the policy and legal framework by linking the agreement to national laws and policies, as well as international law and policies.
7. The description of the geographic scope and characteristics of the conservation area including the boundaries.
8. A section that details the rights and responsibilities of the parties.
9. A section that outlines the specific conservation measures to protect the conservation resources, including the requirement of a conservation management plan.
10. A section that states the mechanism for delivering agreed benefits by the investor and the quality criteria for satisfactory performance of agreed conservation actions by the Community.
11. A section that captures monitoring, evaluation and reporting framework on the agreement by setting up a mechanism to track ecological and compliance performance, and socioeconomic development.
12. A funding and financial provisions section that details how conservation will be financed and sustained, including funding sources (grants, trust funds, offsets) payment schedules (if any), benefit-sharing arrangements and fiscal accountability and audits.
13. A section that sets out the duration of the agreement in keeping with the guidelines in section 4.0
14. A dispute resolution section that outlines the procedures for managing conflict, including those of mediation/arbitration clauses and designated forums/jurisdictions.
15. A section on the enforcement and compliance mechanism for the agreement's implementation, outlining the legal mechanisms to ensure obligations are met.
16. Rules around information sharing, especially where sensitive ecological or cultural data is involved. This should be captured in a Confidentiality and Public Disclosure section.
17. A signatures section for the parties, including witnesses.
18. A section for various annexes.

5.4.2 Duration of Conservation Agreements and considerations for continuity

As set out above, a conservation agreement should include a section that fixes the duration of the agreement. The duration, except for CCA, intended for climate change management, shall be according to

the guidelines in section 4.0. For CCA, intended to support climate change management, including the NDC, the duration shall be set based on the timeframe of the country's existing NDC.

5.5 Implementation of the CCA

After signing of the CCA by the parties, implementation should be rolled.

Implementation of the CCA will involve the performance of agreed conservation actions by the Resource Owner and the provision of agreed benefits by the Investor according to the agreed timelines. Implementation also includes tracking by both parties of the timeliness, quality, and the effectiveness of the performances of the responsibilities of both parties according to the CCA, and addressing issues as they arise. The mechanism for delivering agreed benefits by the Investor and the quality criteria for satisfactory performance of agreed conservation actions by the Resource Owner will have already been agreed upon at this stage, and monitoring will track these.

To the extent possible, if the agreed benefits are in the form of community projects or other social development initiatives, the Investor should involve as many Community members as possible in the project activities. Community land users associated with prevalent uses should be targeted. This is strategic to achieving the desired Conservation Outcomes and creating employment which could catalyze the creation and sustenance of other employment opportunities as well as promote positive behavior change toward the use of natural resources.

The below are other key features of implementation covered in this Guide.

5.5.1 Monitoring and Evaluation (including audits)

This Guide ensures that the implementation of CCA will achieve the purpose of contributing to sustainable natural resource management and improved well-being of communities. The extent of success of the CCA in achieving this will depend on the effectiveness of implementation. Both parties should monitor and evaluate the effectiveness of implementation at every stage, including compliance with the terms of the CCA.

The design of the CCA should include a Monitoring and Evaluation framework for the CCA, which should include:

- Key expected outcomes (both Conservation Outcomes and socioeconomic well-being of Community associated with objectives of the CCA) and indicators including relevant baselines and targets.
- Expected periodic¹¹ results (outputs) - including periodic agreed conservation actions implemented by the Community and periodic/milestone agreed benefits provided by Investor with associated indicators- including targets.

¹¹ In line with agreed timelines for performance of conservation actions and provision of benefits.

- Indicators for non-compliance.
- Frequency of monitoring.
- Responsible persons including from both the Community and Investor.
- Method and timelines for reporting.
- Framework for appropriate financial and process audits on the part of both the Community and Investor.

Three kinds of monitoring should be considered as follows: 1) Biannual compliance monitoring by parties, 2) outcome surveys (bio-monitoring and socioeconomic survey), 3) joint law enforcement monitoring (for areas around PAs and PPAs), and critical biodiversity corridors).

Compliance monitoring

This should be the twice-a-year monitoring of compliance by each party to the CCA to ensure the other party is meeting its obligations under the CCA.

It is important that each agreed conservation action to be performed by the Resource Owner should have a direct output or deliverable with associated indicators which can be verified. This should be captured in the CCA compliance monitoring and evaluation plan. The Investor shall monitor and verify these deliverables and provide timely feedback to the Resource Owner to address any issues arising in line with the timelines agreed.

Each benefit to be provided by the Investor should have a timeline and quality criteria¹², which can also be verified. The Resource Owner should verify the timeliness, quantity and quality of agreed benefits as and when needed and provide the Investor timely feedback.

A **Biannual CCA Implementation Review Meeting** should be held between the Conservation Investor and the Resource Owner, facilitated by the Community Forest Working Group (CFWG) or a CSO agreed by the parties to the CCA, to review the report by each party, document progress and issues and actions for remedying identified issues. Report from the meeting will be prepared by the CFWG or the CSO agreed by the parties to the CCA and shared with both parties and FDA as well as with other stakeholders listed in the CCA.

A **CCA Closure Meeting** should be held involving the parties, FDA and other stakeholders named in the CCA. It shall be facilitated by the CFWG which shall compile a CCA Closure Report consisting of the following: 1) the achievements of the CCA including the benefits provided by the Investor and the sustainable practices implemented by the Resource Owner as will be documented by each of these parties, 2) challenges and how they were remedied, 3) lessons learned, and 4) Sustainability plan.

Note: the cost of facilitation by the CFWG for the Biannual and Closure Meetings and Reports should be factored into the operational budget of the CCA.

¹² This will be determined and agreed by the parties during negotiations to ensure common understanding of what standard to expect.

Outcome monitoring

This aspect of the monitoring covers progress made toward achieving the biodiversity conservation and socioeconomic outcomes identified during the feasibility assessment and articulated in the CCA. This should be undertaken by the Investor consistent with the Investors associated program management framework with technical guidance of the FDA. The timing of this should be factored in the CCA's Monitoring and Evaluation Framework.

Joint Law Enforcement Monitoring (JLEM) - For PAs Related CCAs

This ensures compliance with forestry and environmental policies, laws, and regulations to be observed by the parties. The JLEM should be led by the FDA as it is ONLY for CCAs where the Area of Impact is a Protected Area (PA) as provided for by the National Forestry Reform Law of 2006 and the National Wildlife Conservation and Protected Area Management Law of Liberia 2016. The timing of this will be agreed by the parties with advice of FDA.

5.5.2 Reporting

This Guide recognizes four main kinds of reports as follows: 1) Biannual CCA Compliance Report, 2) CCA Outcome Report, 3) CCA Closure Report, and 4) JLEM Reports (PAs ONLY).

1. **Biannual CCA Compliance Report** should be consolidated by the CFWG or a CSO agreed by the parties to the CCA, after the Biannual CCA Implementation Review Meeting of the parties and stakeholders which is held every six (6) months from the date of implementation of the CCA. It shall consist of the monitoring report from the Resource Owner (Community) and the monitoring report from the Investor including progress in compliance by the parties, issues and challenges, recommendations and timelines for addressing issues with compliance for the next six (6) months. Copies of the report will be shared with the Resource Owner, the Investor, FDA and other relevant stakeholders named in the CCA.

Regular CCA Compliance Report should consist of the following: i) background and introduction including the list of agreed conservation actions, list of agreed benefits of the CCA, and the work plan for the reporting period, ii) the progress status update for the reporting period, iii) challenges and issues during the period and remedial measures, iv) recommendations, and v) next steps.

2. **JLEM Report** applies to ONLY to CCAs around PAs and should be compiled by FDA with copies to the Investor, the Resource Owner, and other stakeholders named in the CCA. The timing of this will be agreed by the parties to the CCA with advice of FDA.
3. **Outcome Report** should consist of results from the CCA outcome monitoring activities as described in Chapter 5.5.1.
4. **CCA Completion and Closure Report:** Within 30 days of the end date of the CCA implementation, a CCA Closure Meeting should be held involving the parties to the CCA, FDA and other stakeholders named in the CCA. It should be facilitated by the CFWG or a CSO agreed by

the parties to the CCA, which shall compile a CCA Closure Report consisting of the following: 1) the achievements of the CCA including the benefits provided by the Investor and the sustainable practices implemented by the Resource Owner as will be documented by each of these parties, 2) challenges and how they were remedied, 3) lessons learned, and 4) Sustainability plan.

5.5.3 Enforcement

During the negotiation phase of the CCA process, the parties shall agree on the mechanism for enforcing compliance of each party to the terms of the CCA depending on the kind of CCA as described in Chapter 4 this Guide.

Enforcement of compliance should range from mediation to arbitration and court actions as will be agreed and written in the CCA. The FDA as a regulatory entity will also take needed steps to ensure compliance to the terms and conditions of the contracts in line with its regulatory obligations.

5.5.4 Closure of the CAA

Closure of the CCA will be through the following:

- A formal CCA Closure Meeting to be attended by the Resource Owner, the Investor, FDA and other CCA stakeholders named in the CCA.
- Within 30 days of the end date of the CCA implementation, CFWG should compile a CCA Closure Report consisting of the following: 1) the achievements of the CCA including the benefits provided by the Investor and the sustainable practices implemented by the Resource Owner as will be documented by each of these parties, 2) challenges and how they were remedied, 3) lessons learned, and 4) Sustainability plan.
- The report should be shared with the parties to the CCA and stakeholders named in the CCA, with a copy submitted to FDA.

6.0 Benefits

6.1 Kind and categories of benefits must be listed (direct payment, livelihood support, etc.)

A conservation agreement legally binds the parties, whether landowners, government, or organizations. The parties' agreement should be informed by considerations or benefits that incentivize their participation in conservation efforts or programs. Namely, benefits selected should reflect an assessment of (a) what needs currently prompt the Resource Owner (e.g., landowners / community members) to engage in activities contrary to the conservation outcomes, and (b) what incentives would reasonably address those needs to facilitate Resource Owner's participation in conservation efforts.

Benefits may include environmental and ecological, economic and financial, and social and community. These categories of benefits create a balanced approach, ensuring that conservation efforts are effective and sustainable. By aligning ecological goals with economic incentives and community interests, conservation agreements can foster long-term stewardship of natural resources.

Economic and financial benefits: The economic benefits accruing to the parties must be clearly stated and based on the national framework established for the resource for which the CCA is being implemented. These may include direct payments, alternative livelihoods, and other forms of support.

1. **Direct Payment:** This could include monetary payments for landowners, including customary landowners. This could serve as an incentive for engaging in conservation activities as part of the CCA. For example, there are several direct payment mechanisms within the forestry sector that enable the payment of logging fees directly to forest-owning communities, including land rental and cubic meter fees. Under the direct payment mechanism, the payment is clearly determined either as a fixed amount or as a percentage of the value received for the sustainable conservation of the area.
2. **Alternative Livelihoods:** Benefits can also be channelled through support for sustainable income sources, such as ecotourism or sustainable agriculture. In this instance, a party may hold an interest in priority for employment in tourism jobs created by implementing the conservation agreement and the right to benefit from a sustainable intervention that produces sustainable agriculture and limits adverse conservation goals anticipated by the conservation agreement.

Social and community benefits: Benefits could accrue to a party, especially communities that are social in nature. This can be primarily reflected through community empowerment initiatives that benefit communities through education and capacity building, thereby improving their ability to participate in decision-making. An example of this could be educational scholarships or specific trainings support on forest inventory for community members. Social benefits could be accounted for in the conservation

agreements by including provisions that protect and preserve the cultural heritage of communities living in or near the conservation agreement area.

Ecological and environmental benefits: The agreement should clearly state the ecological and environmental benefits of the conservation agreement and the party with an apportioned right to that benefit. These ecological and environmental benefits could include:

1. Ecosystem Services Enhancement: Improving services from the land like carbon sequestration and soil fertility.
2. Species Conservation: Implementing measures to protect wildlife species, whether endangered, threatening, or thriving.
3. Habitat Protection and Restoration: Implementing a conservation agreement may result in habitat restoration and provide an ecological basis for biodiversity conservation/protection.

6.2 Principles of equity, transparency and fairness

Incorporating the principles of equity, transparency, and fairness into the distribution of benefits is essential for ensuring that all stakeholders, particularly local communities, receive just and meaningful outcomes and that the conservation agreement is implemented with minimum grievance.

Equity: Ensuring that all stakeholders have an opportunity based on their defined interests and influence is essential. Benefits should be apportioned or agreed upon in a way that addresses the varying interests of the stakeholders, including those of ownership rights and livelihood dependency on the conservation area, as well as the level of investment of the conservation project proponents.

Transparency: The negotiation and distribution of benefits must promote openness and accountability. The parties should ensure that all information regarding the conservation agreement, including objectives, processes, and expected outcomes, is accessible and understandable to all stakeholders. Implementation should allow stakeholders to track the progress and impact of conservation activities, fostering trust and accountability.

Fairness: Benefits should be distributed in a manner that reflects the contributions and sacrifices of each stakeholder, ensuring that no group is unfairly advantaged or disadvantaged. To ensure this, the agreement should establish impartial processes to address grievances and disputes, ensuring that all parties can voice concerns and seek redress. By embedding these principles into conservation agreements, stakeholders can foster trust, enhance collaboration, and ensure conservation efforts lead to sustainable and equitable outcomes for all involved.

6.3 Environmental services and climate change (forest carbon) considerations

Incorporating environmental services and climate considerations into conservation agreements is essential for enhancing ecosystem resilience and addressing climate change impacts. Therefore aligning conservation agreements with national and international biodiversity goals like the 30% protected area statutory commitment under Liberia law, and the Liberia climate aspirations like the commitments on the Paris Agreement and its implementing mechanism (NDCs) will emphasize the interconnectedness of biodiversity conservation and climate change mitigation.

7.0 Obligations

For the purpose of clarity, this Guide herewith describes the responsibilities of key stakeholders in the CCA process. These include the Community, the Investor, the Government of Liberia, and civil society. This Guide has already earlier described the relations between the Community and the Investor in a CCA process. This subsection further expands on those descriptions.

7.1 Resource Owner (Community)

The rights and responsibilities of communities in the management of the forest and natural resources generally have been widely covered in the 1986 Liberian Constitution as well as several other laws and policies including the 2006 NFRL, 2009, CRL and the 2018 LRA, National Land Use Planning and Management Policy of 2021, among others. All of these recognize communities as stewards of the natural resources who depend on these resources for their social and economic wellbeing. This Guide furthers emphasizes those responsibilities in the context of the CCA.

At the center of the CCA is the community as Resource Owner because they host the conservation subject. As such when a community commits to a CCA process it thereby assumes the responsibility for generally conserving the biodiversity of the Area of Impact by engaging in sustainable practices and promoting conservation of biodiversity. More specifically, the Community's obligations should include:

1. Acting in good faith- as is required with every agreement, the Community, as a party to the CCA, is responsible for acting in good faith in committing itself to complying with the terms of the CCA.
2. Conserving biodiversity- the Community should fully participate and cooperate with the Investor, government, and other stakeholders for the protection of biodiversity in the Area of Impact.
3. Undertaking sustainable practices- the Community should ensure its forest use, land use, and other natural resource use activities in the Area of Impact is sustainable in accordance with best practices for sustainable forest management. This include limiting the practice of activities which drive deforestation, forest degradation, and negatively affect the environment generally. Those sustainable practices should be outlined in the CCA.
4. Cooperating with conservation actors for the purpose of achieving the objectives of the CCA and Liberia's conservation goals- the Community is obligated to ensure appropriately identified¹³ persons or institutions have access to the Area of Impact for the purpose of promoting conservation through scientific studies and research, monitoring, awareness and education, and other engagements.

¹³ By introducing such actors to community through Government representatives, the Investor or other CCA stakeholders.

7.2 Conservation Investor/Funder

This Guide has earlier described the relationship and some of the responsibilities of the Investor in the CCA. The Investor should also have the following responsibilities as a signatory to the CCA:

1. Acting in good faith: as is required with every agreement, the Investor, as a party to the CCA, is responsible to act in good faith in committing itself to complying with the terms of the CCA. This includes timely and appropriate payment of benefits to the Resource Owner as agreed in the CCA. This also involves providing livelihood sources for Resource Owner (communities) when totally deprived access to Area of Impact.
2. Conserving biodiversity: the Investor should fully participate, cooperate with, and, where it can, technically support the relevant stakeholders for the protection of biodiversity in the Area of Impact.
3. Avoiding unsustainable practices: the Investor, as a party to the CCA, should not undermine the CCA by involving itself directly or through its agents or associates, into practices which drive deforestation, forest degradation, and negatively affect the environment generally. Those sustainable practices should be outlined in the CCA.
4. Respecting and protecting the rights of communities: the Investor is responsible for respecting the Community's rights and taking positive steps to support protection of the rights of the Community in management of the forest. This involves abiding by sector laws and international best practices such as the Rights-Based Approach (RBA) and Free, Prior and Informed Consent (FPIC).
5. Cooperating with conservation other actors for the purpose of achieving the objectives of the CCA and Liberia's conservation goals: the Investor should not prevent nor undermine the good will of appropriately identified¹⁴ persons or institutions from having access to the Area of Impact for the purpose of promoting conservation through scientific studies and research, monitoring, awareness and education and other engagements. The Investor should not exercise ownership of the Area of Impact to the effect of excluding all others.

7.3 Government

The Government of Liberia, through the Forestry Development Authority, has the following responsibilities:

1. Signing the CCA as a witness in attestation to the terms, and the free and good will of the parties to enter the CCA. By signing the FDA confirms its commitment to play its role as a regulatory entity.
2. Providing technical advice where required and specifically articulated in the CCA.

¹⁴ By introducing such actors to community through Government representatives, the Investor or other CCA stakeholders.

3. Enforcing of compliance to forest management policies, laws, and regulations in the Area of Impact.
4. Respecting and protecting the rights of the parties to the CCA as enshrined in Liberian laws and in accordance with international best practices.
5. Planning, organizing, and leading implementation of joint law enforcement monitoring of ONLY an Area of Impact that is a PA.
6. Supporting the parties in the settlement of disputes.

7.4 Non-governmental organizations/civil society

Civil society organizations have been active in promoting biodiversity conservation in Liberia. For CSOs not considered or classified as an Investor or Donor under the CCA, their obligations should be indicated in the CCA as follows:

1. Assisting communities to negotiate CCAs to ensure community wellbeing is well addressed and that the design and implementation modalities of the CCA can ensure its effectiveness in achieving the Conservation Outcomes.
2. Advocating and creating awareness for promotion of biodiversity in the Area of Impact.
3. Facilitating dialogue and supporting the resolution of grievance among the parties.
4. Encouraging partnerships and collaboration among stakeholders of the CCA.
5. Engaging in biodiversity and socioeconomic research and policy advocacy to inform actions that lead to successful Conservation Outcomes.
6. The CFWG or a CSO agreed by the parties to the CCA should facilitate Biannual CCA Implementation Review and write the associated Report, and facilitate the CCA Closure Meeting and write the associated Report.

8.0 Sustainability

Broadly, this Guide provides a framework and direction for ensuring there is a common standard for CCA in Liberia. However, in order for it to be effective in the foreseeable future, consideration needs to be given to having this standardization legally anchored into relevant laws. Additionally, conservation actors and government should provide more education and create more public awareness for communities, private sector actors in the natural resource sector, local and national decision makers, and civil society.

In terms of the CCA, sustainability is critical as the CCA can be an effective mechanism for channeling payments for ecosystem services to the responsible community stewards of the ecosystem thereby developing livelihoods and ensuring long term financing for high conservation forest landscapes. Hence, the following are key factors to consider for sustainability:

- **Ensuring there is inclusive community participation, leadership, and ownership in the CCA:** The Community should play an actively participatory role in all aspects and phases of the CCA process to ensure they appreciate and take ownership of the framework and the associated Conservation Outcomes. By so doing communities will be motivated to drive the CCA and significantly commit and adhere to the terms. This will also give assurance for continuity as the Community will have the capacity and incentive to engage further Investor partners and to initiate and lead future CCA processes.
- **Strengthening community land and forest governance structure:** This can ensure appropriate decisions are made for effecting community commitments and securing community benefits. It also ensures land ownership and tenure issues are appropriately addressed, and that an effective grievance/conflict redress mechanism system is in place. These are all very critical for the effectiveness and sustainability of the CCA.
- **Addressing sustainable livelihood for communities:** There should be a deliberate effort and strategy by the government, private sector, conservation development partners, and civil society in the CCA process to empower communities to create jobs and incomes through innovative production, value chain development, and commercialization of their natural assets (agriculture, forest products, land, etc.) so as to reduce pressure on the forest. This will sustain the Community's sources of livelihood and incentivize their commitment to biodiversity conservation.
- **Employing long-term financing and benefits systems:** Communities should work with their partners (conservation Investors), CSOs, and the government to develop long term financing mechanisms for their forest. These should include establishment of trust funds and ensuring private investments and government contribution to county development contribute to biodiversity. This will incentivize communities' long-term commitment to conservation efforts.

- **Mainstreaming CCA into national climate management framework:** Liberia developed and has been revising its Nationally Determined Contributions (NDC) which is the national framework for addressing climate change in Liberia and leveraging the benefits for Liberians. The CCA should be integrated into the NDC as an approach or method to incentivize communities' commitment to mitigation and adaptation efforts. This will lead to securing long-term climate change opportunities such as financing and technical capacity-building opportunities for forest communities.

Annex 1: CCA template

Community Conservation Agreement (CCA) Template

Section 1: Draft Template for Community Conservation Agreement (CCA)

This template provides a structured format for drafting Community Conservation Agreements (CCAs) in Liberia. It is aligned with national legal frameworks and international best practices.

Agreement Statement

Explicit statement of the agreement and the names, respective representatives and official addresses of the parties (the Resource Owner and the Investor) between whom the agreement is being signed; closes by opening up links to the conditions/terms of the agreement.

Background/Introduction

Provide background on the Conservation Interest *PA, PPA, AFC/Community Forest, other forest areas around concessions, etc.), a brief background the Resource Owner (community) and Investor and the overall purpose of the CCA.

Legal Basis

Reference relevant Liberian laws (e.g., the constitution, the CRL, NFRL, LRA) and international conventions.

Objectives

State the conservation and community development objectives of the agreement.

Parties to the CCA

Name and profile the main parties involved (the Resource Owner and the Investor), including their respective representatives as well as government agencies, and other relevant stakeholders.

CCA Category

Specify the category of CCA and provide the rationale for the category choice as well as a description of the mechanisms for implementation.

Responsibilities/ Commitment of the Parties to the CCA

List the commitments and responsibilities of the Resource Owner and the Investor in implementation, monitoring, ensuring compliance, and reporting the CCA.

Enforcement of CCA Terms and Remedies for Violations

State/define and describe the rights of parties and the available options to enforce their rights under the CCA consistent with Liberian laws. This could range from mediation, arbitration or court action for violations/breach of the CCA by either party.

Duration and Amendment Considerations

State start and end dates of the CCA and provide conditions for renewal/amendments where agreed.

Roles and Responsibilities of other Parties/Stakeholders

Define the roles and responsibilities of other parties/stakeholders (government, CSO, CBOs, others).

Benefit Sharing Mechanism

Describe how benefits will be distributed equitably among members of the Resource Owner.

Grievance Redress Mechanism**Monitoring and Reporting**

Provide description of the kinds of monitoring provided for in this Guide in terms of how they will be organized and coordinated, who will participate and the duration. Provide a detail plan of each in the annexes.

Sustainability Measures

Include actionable plan for long-term sustainability.

Signatures and Endorsements

Provide space for signatures of all parties and witnesses.

Annexes to be attached to the signed CCA

Attachment of relevant documentation including maps, customary deeds, assessment reports, list of key participants (names of community members serving as part of compliance monitoring team, frontline conservationist.

- Activities and Implementation Plan and budgets
- List planned activities, timelines, and responsible actors.
- Budget for the duration of the CCA
- Monitoring Plans
- Outline the M&E framework, expected outputs (also outcomes, where applicable), indicators targets, and reporting schedule
- Compliance monitoring plan
- Joint Law Enforcement Monitoring Plan
- List of members of the Resource Owners to participate in each set of monitoring