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Harmonizing the Community Rights Law of Liberia and the Implementing Regulations

Consultant Report and Recommendations *JUNE 2015*

Prepared by: *Peter Aldinger*

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Assigned Tasks and Objectives

The consultant's main tasks were to identify inconsistencies between the Community Rights Law (CRL) and its implementing regulations (the "Regulations), and develop recommendations and specific language to harmonize the Regulations with the CRL.

In addition to this, the consultant was asked to look at a number of other issues. These were to identify inconsistencies between the CRL, the Regulations and other laws; to identify inconsistencies between the CRL, its regulations and the Constitution; and to identify inconsistencies within the CRL itself.

Process of Document Review and Consultations

Prior to arrival in Liberia the consultant reviewed the following policies and legal instruments, in order to identify inconsistencies between the CRL and the Regulations, and the CRL, Regulations, and other legal instruments:

a. Community Rights Law (2009) with Respect to Forest Lands (CRL);
b. Regulations to the CRL (2011);
c. The National Forestry Reform Law (2006);
d. National Forestry Policy and Implementation Strategy;
e. Rules and Regulation for FMC and TSC;
f. Public Procurement and Concession Act;
g. Public Procurement and Concession Act Regulations;
h. Regulations on the Bid Premium;
i. The Voluntary Partnership Agreement (VPA);
j. The Liberia Extractive Industry Transparency Initiative (LEITI);
k. The Liberia Lands Rights Policy;
l. Draft Land Rights Law;
m. Matrix of stakeholder perspectives on discrepancies and their potential threats to community forestry – raw (unanalyzed);
n. Relevant studies outlining discrepancies;
o. Constitution of the Republic of Liberia

Following the document review, an initial matrix was developed, which identified possible inconsistencies between the CRL and Regulations, and the CRL, Regulations and other legal instruments. These were vetted and further developed through a series of consultations with the members of the Regulations Harmonization Committee (RHC): the Voluntary Partnership Agreement (VPA), the Liberian Timber Association (LTA), the NGO Coalition (NGOC), the Forestry Development Agency (FDA), and USAIDs People, Rules and Organizations Supporting the Protection of Ecosystem Resources (PROSPER). The initial findings of the consultant were then presented to the RHC, after which members submitted further comments and made additional recommendations. These were recorded by the consultant and incorporated into the final report.

Summary

The intent and purpose of the CRL appears to be to recognize the inherent rights of communities over their forest resources, so that they make autonomous decisions about how forest resources are used, in accordance with management and technical standards established by the FDA. In this manner, the collective rights of communities over their forest resources are both recognized and regulated – a delicate balancing act.

The Regulations, in many respects, reflect this. However, there are various provisions within the Regulations that disrupt this equilibrium by awarding the FDA more authority than is envisaged in the CRL. On other occasions, the Regulations establish requirements or prohibitions, which, on their face, contradict what is written in the CRL. These inconsistencies can partly be explained as an attempt to remedy faults in the CRL, belatedly identified, following its passage.

Despite the apparent well-intentioned rationale, these actions are more than likely in contravention of the law. The deficiencies of the CRL cannot, in the majority of cases, be addressed through the promulgation of regulations. Regulations must conform to both the letter and the spirit of the law from which they are developed. The following analysis and recommendations aim to ensure that the Regulations are harmonized with the CRL, and that, where possible, the apparent concerns of the FDA are addressed.

Structure of Report

The report separates the harmonization of the Regulations and CRL into two parts: (1) conceptual inconsistencies between the CRL and the implementing regulations; and (2) operational inconsistencies between the CRL and the implementing regulations. Each inconsistency is identified and explained, followed by recommendations as to how the Regulations could be harmonized with the CRL. Once this has been completed, the report will address (3) inconsistencies between the CRL, Regulations and other laws; (4) inconsistencies within the CRL itself; and (5) provisions within the Regulations that are unclear or ambiguous.

A. Harmonizing the Community Rights Law and the Implementing Regulations

1. Conceptual Inconsistencies between the CRL and the Implementing Regulations

1(a) CRL Regulations – Chapter 2, Section 1

The CRL goes beyond previous legislation by explicitly recognizing that communities are entitled to certain rights over forest resources. Prior to passage of the CRL, communities' claims over these resources were customary and, though recognized, were not as secure as private property rights. Chapter 2, Section 2.2.a clearly establishes, "All forest resources on community forest lands are *owned by local communities*." "Community Forest Land" is defined under Chapter 1, Section 1.3 as "Forested or partially forested land *traditionally owned* or used by communities for socio-cultural, economic and developmental purposes. This term is interchangeable with the term community forest." However, this ownership right is not absolute, as it is subject to regulation by the FDA. Chapter 3, Section 3.1.a establishes that "Communities have the *right* to control the use, protection, management and development of community forest resources *under regulations developed by the Authority in consultations with the connected Community Assembly*," while Chapter 3, Section 3.1.e provides, "Communities have the *right to full management* of forest resources *having met management and technical specifications based on regulations and guidelines issued by the Authority*." In this way, the CRL delicately balances the inherent rights of communities over their forest resources with the regulatory authority of the FDA.

This balance is not reflected in the regulations, as they establish the FDA as the granter of rights, in addition to the regulator of forest resources. This is evident in Chapter 2, Section 1, which asserts,

> "Pursuant to the powers of the Authority under the Act creating it, the 2006 National Forest Reform Law and the 2009 Community Rights Law, *the Authority shall have the powers to grant a community the right to access, manage, use and benefit* from forest resources on a specified area of land. *Only the Authority has powers to grant rights to a community* to plan and implement a forest management program."

Chapter 2, Section 2.2.g does say that "All forest resources must be regulated, protected, managed and developed as to: […] Promote community-based forest management with the vision of granting communities the right to manage forest resources." However, this seems to be self-referential, i.e. the provision in the CRL is referring to the CRL itself. The most important element of the provision is the part that reads, to "promote community-based forest management," not, "with the vision of granting communities the right to manage forest resources." Nowhere in Chapter 5, "Duties and Powers of the Forestry Development Agency," does the law state that the FDA has the power to grant communities the "right to access, manage, use and benefit from forest resources on a specified area of land," as asserted in the regulations. Such an explicit statement would be required, considering the intent and purpose of the CRL.

The FDA's role is to ensure that forest resources are managed in keeping with the principles laid out in Chapter 2, Section 2.2.g, to assist communities establish management structures and plans, and to meet technical forestry standards. By claiming the FDA has the power to grant rights over

access, use, and benefit, the regulations award more authority to the agency than envisaged under the CRL. Communities must meet certain "management and technical specifications," but once they have done so the communities should be entitled to "full management," as per Chapter 3, Section 3.1.e. In other words, as long as communities meet management and technical standards, established by the FDA, they are entitled, by right, to their forest resources.

Recommendations
The wording of the regulations must be changed so it more accurately reflects the CRL. The language should be more circumscribed, making clear that before a community is able to exploit forest resources, it must comply with all technical and management requirements for sustainable use, as established by the FDA. Mention of the FDA "granting rights" should be removed, as it is the CRL that has officially recognized the rights of communities over their customary forest lands and resources.

Possible wording: "Pursuant to the 2009 Community Rights Law, communities have the right to access, manage, use and benefit from forest resources on a specified area of land, having met all regulatory requirements, including management and technical specifications, as established and verified by the Forestry Development Authority."

1(b) CRL Regulations – Chapter 6, Section 3

Chapter 6, Section 3 of the Regulations assert,

> "The CRL provides a strong foundation for community participation in forestry matters by providing that "prior, free and informed consent" of communities is required for all decisions affecting the use of community resources. This right, however, is not absolute and does not override the powers of the Authority to regulate community forestry programs in accordance with the 1976 Act creating the Forestry Development Authority or the National Forestry Reform Law of 2006. Accordingly, *where the regulatory powers of the Authority and the rights of a community are in conflict, the regulatory powers of the Authority shall prevail over those of the community*."

It should first be noted that Chapter 9, Section 9.1 of the CRL establishes that "Where there are conflicts of law existing between the National Forest Reform Law of 2006 and the Community Rights Law of 2009 with Respect to Forest Lands, the Community Forestry Law takes precedence and becomes binding." The proposed foundation for the overriding authority of the FDA, largely based upon the NFRL, is therefore undermined – the CRL overrides the NFRL and the FDA Act.

As mentioned in Section 1(b) above, the CRL balances the rights of communities with the regulatory authority of the FDA, as made clear by Chapter 3, Section 3.1.a of the CRL ("Communities have the right to control the use, protection, management and development of community forest resources *under regulations developed by the Authority* in consultations with the connected Community Assembly"). By asserting that the regulatory authority of the FDA automatically supersedes the rights of communities, the Regulations appear to go beyond the law; they arrogate power to the FDA, which the CRL does not explicitly provide for.

Moreover, the claim that the regulatory authority of the FDA automatically supersedes the rights of communities effectively denies the possibility of judicial review. If adhered to, there is no

decision a court could come to, other than one in favor of the agency. Because the main focus of the CRL is the rights of communities over resources that are customarily considered to be theirs, Chapter 6, Section 3 of the Regulations may very well be unconstitutional; it may effectively deprive communities of their rights over their own forest resources. Article 20 of the Constitution makes clear, "No person shall be deprived of life, liberty, security of the person, property, privilege or any other right except as the outcome of a hearing judgment consistent with the provisions laid down in this Constitution and in accordance with due process of law," while Article 65 establishes that the "courts shall apply both statutory and customary laws in accordance with the standards enacted by the Legislature." In this way, the collectively held property of communities, recognized by the CRL, is afforded constitutional protection.

Recommendations
The Regulations will likely need to be changed, as they award authority to the FDA not granted by the CRL. Moreover, there is a danger that by denying judicial review over conflicts between communities' rights over resources, and the regulatory authority of the FDA, the provision is unconstitutional.

Chapter 8 of the CRL provides for customary dispute resolution and arbitration. This should be reemphasized in the Regulations. Additionally, it should be made clear that communities have redress to the formal justice system when they believe their rights have been violated. The Supreme Court is the highest body in the land able to interpret the law, and it is for the Justices to decide whether or not a specific regulation supersedes a community's rights.

1(c) CRL Regulations – Chapter 2, Section 14

Chapter 2, Section 14 of the Regulations requires that for "an applicant community to be approved by the authority as an Authorized Forest Community" it must meet certain criteria. Having to meet regulatory standards is not itself an issue; however, the term "Authorized Forest Community" is problematic, as it implies a form of control over the communities not envisaged under the CRL. It is true that the FDA reviews a community's application to ensure compliance with established standards and specifications, but this is a case of *verification*, rather than authorization. As Chapter 3, Section 3.1.e makes clear, "Communities have the right to full management of forest resources having met management and technical specifications based on Regulations and guidelines issued by the Authority."

Recommendations
For the Regulations to accord with the spirit of the CRL, they must reflect the balance between the rights of the communities and the regulatory authority. By using the term "Authorized Forest Community," too much emphasis is placed on the regulatory authority of the FDA. It could simply be replaced with, "Forest Community," which would be distinguishable from "community," the latter not indicating formally recognized control over forest resources. Besides, this term is already recognized in the "Definitions" section (Chapter 1, Section 2) of the Regulations: "*Forest Community* is a community authorized by the Authority pursuant to the Community Forest Agreement to access, use, manage and benefit from forest resources within a specified area in an agreeable sustainable manner."

As Sandy Nichols has previously recommended, there should be a "focus on changing terminology from "permission-granting" to a process of registration—application, review, and

authorization—that is driven by communities."[1] If this is accepted, the definition of Forest Community will need to be reworded.

Possible wording: "Forest Community is a community that has met all regulatory requirements, including management and technical specifications, as established and verified by the Authority, pursuant to the Community Forest Agreement to access, use, manage and benefit from forest resources within a specified area in an agreeable sustainable manner."

2. Operational Inconsistencies between the CRL and the Implementing Regulations

2(a) CRL Regulations – Chapter 9, Section 2, paragraph 4

Chapter 6, Section 6.2 of the CRL states, "A community *may* enter Medium-Scale Commercial use contracts with other parties on Community Forest Land ranging from 5,001 to 49,999.99 hectares on *non-competitive basis* [sic] for harvesting of forest products on Community Forest Lands."

Under this provision, it is clear that competitive bidding for medium-scale commercial activities involving forest resources, including timber harvesting, is not *required*. However, Chapter 9, Section 2, paragraph 4 of the implementing Regulations asserts,

> "When medium-scale commercial activities are to be sourced out to a third-party business agent on behalf of the community, the relevant provisions of the Public Procurement and Concessions Act regulations *shall* apply."

The requirement that the Public Procurement and Concessions Act (PPCA) apply to medium-scale commercial activities with third parties clearly goes against the law, as the CRL explicitly states that communities may enter into commercial arrangements on a non-competitive basis. Communities can choose to use a competitive bidding process, but they are not required to.

Recommendations
The first sentence of paragraph 4, Chapter 9, Section 2 of the CRL Regulations will need to be removed, as the wording clearly contradicts what is established in the CRL.

2(b) CRL Regulations – Chapter 10, Section 2

Chapter 3, Section 3.1 of the CRL establishes that the "Community will have the rights to at least 55% of all revenue/income generated from large-scale commercial contracts between communities, the Authority and third parties for harvesting of timbers on Community Forest Land." However, the Regulations do not adequately represent what is established in the CRL, as

[1] Sandy Nichols, "An Assessment of the Legal, Regulatory, and Policy Framework Governing Community Forestry in Liberia" (October 17, 2013) ENVIRONMENTAL LAW INSTITUTE, p.O (Appendices)

they do not make clear that 55% of ALL "revenue/income" generated from large-scale commercial activities should go to communities.

Chapter 10, Section 2 of the Regulations state that 55% of bid premiums shall be paid to the community, while Chapter 11, Section 4 makes clear that 55% of all land rental fees, as they are calculated under the NFRL, also go to the communities. However, Chapter 11, Section 3 of the Regulations mentions "stumpage and severance fees," but does explicitly state that the community is entitled to either of these. Yet under the CRL, this seems to be what is required, as fees relating to "stumpage and severance" are directly linked to "the harvesting of timbers" (Chapter 3, Section 3.1).

Recommendations
The Regulations have to be amended so that they conform to the CRL. Communities are clearly entitled to at least 55% of all revenues from large-scale commercial activities, not only the bid premium and other sources listed in Chapter 10, Section 2 of the Regulations. All sources of "revenue/income" from large-scale commercial activities need to be listed in the Regulations, and it needs to be made explicit that communities are entitled to at least 55% in each case. For instance, Chapter 11, Section 3 should make clear that communities are entitled to at least 55% of stumpage and severance fees, in the case of large-scale commercial contracts covering the harvesting of timber.

The mention of the bid premium should be removed from Chapter 10, Section 2 of the Regulations, as the 55% only applies when large-scale commercial activities are being carried out; Chapter 10 is a general provision covering small-, medium- and large-scale activities. It should be remembered that small- and medium-scale commercial activities are not subject to competitive bidding, so in these cases there will be no bid-premium. To include the 55% may cause confusion and lead communities to believe they are entitled to certain funds, when in fact there is no obligation for third parties to pay a bid premium.

2(c) CRL Regulations – Chapter 9, Section 1, paragraphs 1 and 3

Chapter 6, Section 6.1 of the CRL establishes that a "*community may enter Small-Scale Commercial use contracts with other parties to engage in Small-Scale Commercial enterprises* for timber and/or non-timber forest products on Community Forest Lands. The said use contract shall not be allocated on a competitive basis."

Chapter 9, Section 1, paragraphs 1 and 3 of the Regulations assert that small-scale commercial activities shall be "undertaken by community members either collectively or singly in support of livelihoods…Because small-scale commercial activities are undertaken by communities themselves, they shall not be subject to the competitive processes required by the" PPCA. The Regulations seem to limit small-scale commercial activities to community members, whereas the CRL clearly permits communities to contract with third parties to undertake small-scale commercial activities.

Recommendations
The restrictions placed upon small-scale commercial activities – that only community members are able engage in them – need to be removed.

2(d) CRL Regulations – Chapter 9, Section 5

Chapter 3, Section 3.1.e of the CRL establishes that "*Communities have the right to full management of forest resources having met management and technical specifications* based on regulations and guidelines issued by the Authority." This implies that once a community has complied with all Regulations related to establishing a Forest Community, they should have autonomy over how they execute their Community Forest Management Plan, though monitored by the FDA. However, Chapter 9, Section 5 of the Regulations asserts, "Agreement with third-party businesses for medium-scale and large-scale commercial activities on community forest lands shall be made with the advice and *consent* of the authority." This requirement appears to go beyond the law in two ways.[2]

First, for a community forest's application to receive approval, the community must develop a CFMP, which must conform to the principles of sustainability set out Chapter 2, Section 2.2.g of the CRL. Once this has been reviewed and authorized by the FDA, and all other "management and technical specifications" have been met, the community would seem to have "the right to full management of forest resources." The Regulations arguably go beyond the law by requiring additional authorization by the FDA, if the community wants to later contract with a third party to carry out the planned commercial activities. For example, if a CFMP previously included provisions regarding the commercial exploitation of timber in an area, and the community later decided that it wanted to contract with a third-party to exploit these resources, the third-party would still be subject to the original agreement between the community and the FDA (this is already made clear in Chapter 5, Section 4 of the Regulations). Essentially, the terms under which the original community forest agreement was authorized remain the same, and the FDA would retain its regulatory authority over the resources in the area. Who carries out the exploitation of the resources would seem to be part of the "management" of the community forest, which is the right of the forest community. Chapter 9, Section 5 of the Regulations thus requires additional authorization for the exploitation of resources on community forests, which is not envisaged by the CRL.

Second, the way in which Chapter 9, Section 5 is worded is incredibly broad: agreements must be made with "the advice and consent of the authority." If this means that agreements must conform to established standards and regulations, it is superfluous, as these are clearly laid out already. If it means that the agreement must be reviewed and authorized by the FDA, and it does not go beyond the remit of the CRL – though it seems to – it is probably illegal anyway, as it provides no standard on which to make a decision about an agreement between communities and third parties. Under the regulation, there is no requirement for the FDA to evaluate the agreement based upon a set of criteria; it is left to the discretion of the agency as to whether or not an agreement should be permitted.

Recommendations
The purpose of the clause seems to be to ensure that commercial operators do not take advantage of communities and that they adhere to established CFMPs, which is understandable, based upon the reported practices of some unscrupulous enterprises. However, the wording of the CRL clearly states that once all technical and management specifications have been met, the community has the right to "full management." Based upon this, the requirement for additional FDA authorization for commercial agreements between communities and third parties goes

[2] (N.B. it is recognized that the regulations prohibit the transfer of rights over community forest lands, and that they prohibit the use of community forest land as concessions by the community. "Agreements" with third parties could take many different shapes)

beyond the law and should be removed. The section could be retained if it is made clear that the FDA's role is purely advisory. If this is done, the mention of small-scale commercial agreements could also be included in the revised section.

Communities and third parties should anyway be required to inform the FDA of any agreement to extract timber from community forest lands, and to fully disclose the means and methods through which the commercial activities are to be carried out. The FDA will therefore be able to verify that the agreement between the community and third party, to extract forest resources, conforms to the CFMP. If it is found that the CFMP has been altered, the FDA will retain the authority to suspend the extraction of forest resources until they review the new plan and verify that all management and technical specifications have been met.

Possible wording: "Agreements with third-party businesses for small-scale, medium-scale and large-scale commercial activities on community forest lands shall be made with the advice of the Authority."

2(e) CRL Regulations – Chapter 8, Section 2 & Chapter 7, Section 6

Under the CRL, communities are considered to own their forest resources (Chapter 2, Section 2.2.a), the use of which is subject to regulation by the FDA. Chapter 8, Section 2 of the Regulations establishes that CFMPs "shall be reviewed by the community every five (5) years or earlier if necessary," while Chapter 7, Section 6, limits Community Forest Agreements (CFAs) to fifteen years:

> "A Community Forest Agreement shall be in effect for not more than a period of fifteen (15) years from the date of approval by the Forestry Development Authority."One year prior to the expiration of the agreement, the Community Forest Management Body shall submit a written request to the Forestry Development Authority to renew the Agreement for an additional fifteen (15) year term. The Agreement can be renegotiated for renewal as many times as the community would like."

The CRL, however, is silent on the issue of how long a community may use its resources under the arrangements made between community members and the FDA. Some stakeholders have questioned whether the FDA has the authority to impose such limitations, given that the CRL is silent on the issue. There is an argument to be made that since the communities are considered to be the owners of the resources, as established by the CRL, once they have met "management and technical specifications based on regulations and guidelines issued by the Authority," they are entitled to "full management of forest resources" (see Chapter 3, Section 3.1.e of the CRL). It could be argued that "full management" means in perpetuity, i.e. without a specified time limit. However, the FDA is explicitly provided with the authority to regulate the use of forest resources on community forest lands, which requires establishing and monitoring discrete plans in order to ensure that forest resources are used in a sustainable manner. In this case there is significant amount of ambiguity on the issue.

Recommendations
It is not entirely clear whether or not the FDA should be able to impose limits on CFAs, though based upon the need for the development of discrete plans and monitoring by the agency, it is not necessarily unreasonable to believe that they have such authority. Especially since the

Community Forest Agreement "can be renegotiated for renewal as many times as the community would like" (Chapter 7, Section 6 of the Regulations). Under U.S. jurisprudence, when the law is ambiguous on an issue the courts will defer to an agency's interpretation if it is considered to be reasonable (*Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc. (US 1984)*). Since the Supreme Court of the Republic of Liberia often looks to the United States for guidance on matters it has not dealt with previously, it may very well approach the issue in a similar manner and defer to the agency's interpretation. The question would seem to be whether the provision is a reasonable interpretation of the law, which it may very well be.

Saying that, if the time limits imposed by the Regulations somehow burden members of the community, or prevent them from using their resources in ways they usually would, it may not be deemed reasonable, since the purpose of the law is to recognize the rights of communities over their resources. Some stakeholders representing community interests have raised concerns that this may be the case; that individual farmers and agricultural communities think in longer terms than five and fifteen-year cycles. Community members have recommended that CFMPs should be for ten-year periods, as this is more in line with current land-use cycles. They also complain that it takes a significant period of time to draft a CFMP – at least two-years in the case of the Blei and Zor Forest Communities – during which forest resources cannot be put to productive use. These are substantive issues that need to be considered.

Furthermore, some members of the timber industry have raised concerns about the overall length of CFAs (fifteen years), as the short period provides incentives to harvest timber at a less sustainable rate. According to members of the Liberian Timber Association (LTA), previous commercial timber agreements were based upon a twenty-five year cycle, reviewable after twenty years. Under the current Regulations, it is unlikely that any commercial agreement could be for more than fifteen years, since that is when the CFA has to be renewed. The CFA renewal may be largely a formality, but it could have implications for commercial contracts. Timber companies would therefore harvest all available timber over a fifteen-year period, rather than the longer twenty-five year period. There is also less incentive for companies to establish related facilities, such as sawmills, in community areas, which could provide employment for local residents, since there is no certainty that companies will be able to continue logging in the area once the fifteen years is over.

It is suggested that the FDA look into this issue to determine whether CFMPs and CFAs should be of a longer duration. In addition to benefitting communities, longer cycles would also likely benefit the FDA, as the agency would not have to review and renew agreements so often. The agency would only have to continue to monitor activities.

B. Other Inconsistencies and Issues

3. Inconsistencies between the CRL, CRL Regulations, and the Public Procurement and Concessions Act

3(1) CRL Regulations – Chapter 9, Section 2, paragraph 4

Chapter 9, Section 2, paragraph 4 of the CRL Regulations asserts that the Public Procurement and Concessions Act (PPCA) applies to medium-scale commercial activities on community forest land, when sourced out to a "third party business agent." This suggests that competitive bidding is required, yet Chapter 6, Section 6.2 of the CRL makes clear that a "community may enter Medium-Scale Commercial use contracts with other parties on Community Forest Land…on non-competitive [sic] basis for harvesting of forest products on Community Forest Lands." The CRL is explicit on this point. Even without this explicit exemption, it is questionable whether the PPCA would apply to medium-scale commercial enterprises undertaken by third parties on community forest lands.

First, the scope and application (Section 1) of the PPCA does not appear to apply to communities who have signed CFAs, though they could possibly fall under Section 1(2)(f), "public authority." This seems unlikely, as communities do not receive public funds; their revenue comes from the profits and fees earned through the commercial exploitation of their own resources.

Second, an arrangement between a forest community and a third party business agent may not fall under the definition of a concession, as set out in Section 73(1) of the PPCA.

> "Concession" means the grant of an interest in a *public asset* by the Government or its agency to a private sector entity for a specified period during which the asset may be operated, managed, utilized or improved by the private sector entity which pays fees or royalties *under the condition that the Government retains its overall interest in the asset and that the asset will revert to the Government* or agency at a determined time."

Although the FDA has the authority to regulate, the CRL names the forest communities as owners of forest resources (CRL Chapter 2, Section 2.2.a). To designate community forest lands as a public asset would therefore be inaccurate. Under the CRL, there is no mention of the land reverting back to government control after a certain period of time, though the CRL Regulations establish that communities must renew their CFAs every fifteen years (see Chapter 7, Section 6). Consequently, the definition of concession under the PPCA does not appear to cover community forest lands. This is in contrast to large-scale commercial activities, which are explicitly covered by the PPCA under the CRL.

Recommendations
As already recommended above (see Section 2(a)), the requirement in the CRL Regulations that medium-scale commercial activities, when sourced out to third parties, be subject to competitive bidding needs to be removed. Unless the PPCA applies in some other way, reference to it in relation to medium-scale commercial activities should also be removed.

4. Inconsistencies/Issues within the Community Rights Law

4(a) A Constitutional Issue? Chapter 2, Section 2.3 of the CRL

The CRL formally recognizes the rights of communities over their forest resources. Although claims to customary lands were considered before passage of the CRL, they were not always taken seriously. Under the Public Lands Law, the government was considered to own all lands not held under deed, though the Hinterland Law and Aborigine Law did provide opportunities to communities to register community land. Through the CRL, communities were to be given official control over their traditionally held resources.

The question raised by some stakeholders is, if this is the intention of the law – to formally provide rights to communities – why include lands that were already held under deed. Those communities, which registered their land under the Hinterland Law or Aborigine Law, and hold an Aborigines Grant Deed, Public Land Deed, Tribal Land Deed Certificate, or Warranty Deed, already have control over their resources – the resources contained on these lands should not be subject to the CRL and CRL Regulations.

To understand why communities who hold deeds have been included in the CRL, the law should be viewed in light of its purpose, which is to recognize the rights of communities over their resources and regulate how these resources are used. In this way the CRL governs how the *collective rights* of communities over forest resources are balanced with the regulatory authority of the FDA. If a community holds an Aborigines Grant Deed, Public Land Deed, Tribal Land Deed Certificate, or Warranty Deed, which represents a collective interest, there is likely no conflict between the CRL and the Constitution of the Republic of Liberia. In most cases, these deeds have been granted to whole communities, or to elders who are to hold community land in trust for the benefit of the community. They do not represent a traditional individual private property right, such as a fee simple, joint ownership, or tenancy in common. As such, it is legally appropriate for them to be included in the CRL.

On the other hand, if any of the aforementioned deeds have been conveyed to an individual, and in no way represent a collective interest or right, there is no reason why the CRL should apply. If the CLR somehow deprives the owner of benefiting from or using their property, within the scope of established legal and regulatory standards, there may be a constitutional issue. Article 20 of the Constitution makes clear that, "*No person shall be deprived of* life, liberty, security of the person, *property*, privilege or any other right *except as the outcome of a hearing judgment consistent with the provisions laid down in this Constitution and in accordance with due process of law.*"

Recommendation
Based upon the purpose of the CRL, inclusion of Aborigines Grant Deeds, Public Land Deeds, Tribal Land Deed Certificates, and Warranty Deeds is appropriate and very likely constitutional. However, this is not to say that ALL such deeds will be governed by the CRL. If a deed does not represent a collective interest, the owner will likely be able to treat the property as a normal estate, depending upon the interest they hold. It is not recommended that the deeds mentioned in Chapter 2, Section 2.3.b and c be removed, as their inclusion is consistent with the purposes of

the CLR. Cases in which Public Land Deeds and Warranty Deeds do not represent collective interests could be dealt with through negotiation with the FDA or, if need be, through the courts.

4(b) Land Classification under the CRL – Chapter 2, Section 2.3

Chapter 2, Section 2.3 of the CRL establishes the way in which community forest land may be classified. It provides,

> a) "Forest land areas ranging from 5,001 hectares to 49,999 hectares may be designated as Community Forest Land;
> b) Forest land holders with Aborigines Grant Deeds, Public Land Deeds, Tribal Land Deed Certificate and Warranty Deeds shall be classified as Community Forest Land;
> c) All deeds mentioned in section 2.3b that have already been authenticated and certificated by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community Forest Land;
> d) Forest land and customary land as recognized under this law."

The problem with the section is that it is not entirely clear how the provisions should be read – independently or cumulatively. Although it seems to make the most sense to apply them independently, doing so may still result in absurdities. For instance, based upon the wording of subsection a), there is a restriction upon the size of the land that can be newly designated as community forest land under the CRL – "5,001 hectares to 49,999 hectares." However, both the CRL and the implementing Regulations refer to small- and large-scale commercial activities on community forest land, which cover areas less than 5,000 hectares, and areas of 50,000 hectares and above, respectively. Under a restrictive reading, the only way in which community forests appear to be able to legally cover less than 5,001, and more than 50,000 hectares, is if the community in question held an Aborigines Grant Deed, Public Land Deed, Tribal Land Deed Certificate or a Warranty Deed, covering one of these two area sizes. That is if Chapter 2, Section 2.3.d of the CRL only refers to the other provisions in the section covering Community Forest Land Classification.

To read the provisions as applying cumulatively makes even less sense, as it would mean that communities could only establish Forest Communities if the land area was between 5,001 and 49,999 hectares, the community held a deed, and the deed had been "authenticated and certificated" by a relevant ministry. This would radically restrict the number of Forest Communities that could be created, and would seem to go against the intent and purpose of the act.

However, under Chapter 2, Section 2.3.d of the CRL, it is possible to take a broader view and look at the intent and purpose of the act. This is to provide all communities with an opportunity to take official ownership of the forest resources they have traditionally used. Various provisions within the act support this broader reading, including the recognition that "*All* forest resources on community forest lands are owned by local communities" (Chapter 2, Section 2.2.a). This approach, which has been adopted by the FDA, recognizes that the community may assert a claim whether or not they hold a deed, and no matter the area size of the community forest land claimed.

Recommendations

Under a broad reading of the CRL, which the agency has the authority to take (see Section 2(e) of this report), there are no restrictions placed upon communities when they want to establish an official claim over their forest resources. Saying that, if the CRL is amended in the future, it is recommended that the section covering Community Forest Land Classification be made clearer, so that any ambiguities about the criteria for such a claim are removed.

4(c) CRL – Chapter 4, Section 4.1.b

The CRL empowers communities to exercise control over forest resources through their own administrative and management structure, which includes the Community Assembly (CA), the Executive Committee of the Assembly (EC), and the Community Forestry Management Body (CFMB). Communities are supposed to have autonomy when making decisions about their community forest lands and resources therein. The CRL provides some measures to ensure that this occurs, such as the final sentence of Chapter 4, Section 4.1.b, which states, the "Community Assembly shall select its officers, none of whom shall be a sitting government official." However, in the same paragraph, the law establishes, the "Community Assembly shall include members of the legislature from the county where the communities are located." Chapter 4, Section 4.1.e also states, the "Executive Committee of the Assembly shall comprise members of the legislature from the county where the communities are located and the four elected officials." Stakeholders have expressed concern that the legislative representatives are part of the "highest decision-making body of the community with respect to community forestry matters" (Chapter 4, Section 4.1.a of the CRL), and that they sit on the EC. This means they can influence the decision-making process at the highest level, and given their authority, and the deference members of the community express towards them, this is potentially problematic. If a legislative representative has interests in the forestry sector, they may be able to unduly influence the decisions of the CA, EC and CFMB in pursuit of them. The autonomy and independence of the community decision-making bodies could therefore be undermined.

Recommendation
Although external influence from decision-making cannot be entirely removed, it can be limited. One way of increasing the independence of the community would be to remove the requirement that legislative representatives from the area be part of the CA and EC. This would be more in keeping with the purpose of the CRL.

4(d) CRL – Chapter 8

Chapter 8 of the CRL, which addresses conflict resolution, establishes,

> "Any dispute arising *between two or more communities and Authority*, communities and third parties, about the access to or management of community forest resources may be resolved through customary dispute resolution mechanisms or by the application of the Arbitration Laws of Liberia as found in Chapter 64 of the Civil Procedure Law."

The wording of the provision is somewhat confusing, as it seems to suggest that the only way in which the FDA (the "Authority") is subject to the rule is if there is a conflict between two or more communities AND the agency. That is, two communities have to be in a dispute with the FDA before customary dispute resolution or arbitration under the Civil Procedure Law may

proceed. It is doubtful that this is the intention of the act. Rather, it is assumed that alternative dispute resolution was to be made available if there was a conflict between two or more communities, a community and the FDA, or a community and a third party.

Recommendation
If given the opportunity, the law should be amended so as to clarify that alternative dispute resolution may be used in all manner of disputes.

4(e) CRL – Chapter 2, Section 2.4

Chapter 2, Section 2.4 of the CRL establishes that "Community Forest Land shall be identified, validated and recommended by the Forestry Development Authority for approval by the Community Forestry Management Body." Although the FDA clearly has a role to play in "validating" community forest lands, it is doubtful that it should "identify" or "recommend" them.

Chapter 1, Section 1.3 defines Community as

> "A *self-identified* and publicly or widely recognized coherent social group or groups, who 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 chiefdom."

Community forest lands, like community membership, should be identified by the community itself. Further evidence of this can be found in the definition of Community Forest Land (Chapter 1, Section 1.3): "Forested or partially forested land *traditionally owned or used by communities* for socio-cultural, economic and developmental purposes." The communities are the ones able to identify the lands that they have "traditionally owned or used," not the FDA. The agency's role is one of verifying and validating the traditional ownership claim, procedures for which include consultations with neighboring communities, to ensure proper demarcation of boundaries.

The role the FDA plays in "recommending" community forest land is also questionable. Although there is likely no harm in explicitly stating that the FDA being able to recommend that an area of forest be claimed as community forest land, there also seems little point, since this is part of their inherent authority.

Recommendation
The wording of Chapter 2, Section 2.3 should be amended so that the role of the FDA in the process of establishing Community Forest Land is accurately reflected. The term "identified" should be removed, and the term "verified" included. Although there is little harm in including the term "recommending," and the agency has the authority to do so, for purposes of clarity it is advised that the term also be removed.

Possible wording: "Community Forest Land shall be *verified and validated* by the Forestry Development Authority for approval by the Community Forestry Management Body."

5. Need for clarification in the CRL Regulations

5(a) CRL Regulations – Chapter 4, Section 10

Development of a CFMP requires technical knowledge and financial resources, which communities often lack. In this regard, Chapter 4, Section 10 aims to provide assistance:

> "The Community Forest Management Body may request financial and technical assistance from the Authority, relevant public institutions or *other sources* to assist it in preparing Forest Management Plans, enhancing the knowledge and skills of Community Forest Management Body members and implementing community forestry programs"

"Other sources" is not defined, and could include groups with both commercial and non-commercial interests. Stakeholders in the timber industry are concerned that a double standard could be applied: non-governmental organizations, whose stated aim is to promote sustainable development – and in some cases conservation – may be permitted to assist communities, while groups with commercial interests could be excluded. This, they argue, conflicts with the principles under which community forests are supposed to be managed – community, conservation, and commercial (the "three C's"). The FDA and CSOs, on the other hand, are concerned that the logging companies may exercise undue influence over communities and gain access to forest resources on extremely favorable terms, at the expense of communities.

The problem is that under the Regulations, the term "other sources" is not defined and could encompass logging companies. If the FDA decides to exclude companies, but allow CSOs to assist communities with their applications, there could be an issue of discrimination. Moreover, some communities may very well be interested in opening up their community forests to commercial exploitation in order to secure economic and other benefits.

Recommendations
Establishing CFMPs takes technical expertise, time, and money, and the FDA has limited resources available to it. Both the FDA and communities potentially benefit from assistance provided by "other sources." There are, however, legitimate concerns about the influence these sources may have, and how the Regulations will be applied.

To prevent undue influence from being exercised over communities, and to ensure a standardized process, "other sources" should only be allowed to assist communities to develop a CFMP once a community has independently determined how it wants to manage its forest resources. If a community decides to engage in commercial harvesting of timber, it could then engage with a logging company to help it develop a sustainable harvesting plan. Conversely, if a community is interested in engaging in conservation it could seek the advice of an environmental CSO.

"Other sources" should be able to provide assistance to communities in the development of a CFMP; however, communities must be fully apprised of the value of the forest resources, the management options they have available to them, and the consequences of any decisions they are considering. This is the job of the FDA. Only once an independent decision has been made should "other sources" be able to assist in the development of the CFMP.

5(b) CRL Regulations – Chapter 2, Section 2

Chapter 2, Section 2 of the Regulations introduces confusion into an otherwise relatively straightforward process. It states,

> "The establishment of a forest community shall be *initiated* either by a community or the Authority. Whichever option is used, the establishment of a forest community shall be activated through the submission of a written request by the community to the Authority"

The first sentence suggests that either the FDA or a community may start the process of establishing a forest community, yet the second sentence clearly states that a forest community is activated through a request from the community. Based upon the procedure established in the Regulations, a community applies to the FDA, and the FDA responds to the community's request. The FDA does not "initiate" anything.

Recommendations
The wording of Chapter 2, Section 2 should be amended. The easiest option would be to remove the first sentence, and simply have the provision read: "The establishment of a forest community shall be activated through the submission of a written request by the community to the Authority."

APPENDIX I

Matrix – Inconsistencies between the CRL and Regulations

No.	Section of Community Rights Law	Section of Community Rights Law Regulations	Inconsistencies between the Law and the Regulations	Recommendations
1.Conceptual Inconsistencies between the CRL and the CRL Regulations				
1(a)	**Chapter 2, Section 2.2.a:** "All forest resources on community forest lands are owned by local communities." **Chapter 3, Section 3.1.a:** "Communities have the right to control the use, protection, management and development of community forest resources under regulations developed by the Authority in consultations with the connected Community Assembly."	**Chapter 2, Section 1**: "the Authority shall have the powers to grant a community the right to access, manage, use and benefit from forest resources on a specified area of land. Only the Authority has powers to grant rights to a community to plan and implement a forest management program."	If the communities own the resources, it is difficult to see how the FDA has the authority to grant rights to use them. The CRL is the instrument that recognizes community rights, not the FDA.	Remove the phrasing "grant rights." The language should be more circumscribed. **Possible wording**: "Pursuant to the 2009 Community Rights Law, communities have the right to access, manage, use and benefit from forest resources on a specified area of land, having met all regulatory requirements, including management and technical specifications, as established and verified by the Forestry Development Authority."
1(b)	**Chapter 3, Section 3.1.a**: "Communities have the right to control the use,	**Chapter 6, Section 3** states that the regulatory powers of the FDA supersede the rights of forest	The CRL does not state that the rights of communities are subordinate to the regulatory	The language of the regulations may need to be changed. It is usually for a court to decide

	protection, management and development of community forest resources under regulations developed by the Authority in consultations with the connected Community Assembly" CRL balances the rights of communities with the regulatory authority of the FDA	communities and that disputes will be resolved in favor of the FDA. **Chapter 6, Section 3:** "The CRL provides a strong foundation for community participation in forestry matters by providing that "prior, free and informed consent" of communities is required for all decisions affecting the use of community resources. This right, however, is not absolute and does not override the powers of the Authority to regulate community forestry programs in accordance with the 1976 Act creating the Forestry Development Authority or the National Forestry Reform Law of 2006. Accordingly, *where the regulatory powers of the Authority and the rights of a community are in conflict, the regulatory powers of the Authority shall prevail over those of the community*."	powers of the FDA, yet this is what the CRL regulations say.	whether or not an agency has acted inappropriately / illegally, or whether rights have been violated. There may also be a constitutional issue involved.
1(c)	**Chapter 3, Section 3.1.e**: "Communities have the right to full management of forest resources having	**Chapter 2, Section 14. Approval of Authorized Forest Community Status:** "For an applicant community to be approved by	The FDA does not "authorize" a Forest Community, as such. It verifies that the community has met all "management and	Replace the term, "Authorized Forest Community" with "Forest Community." The term "Forest Community" can already be

	met management and technical specifications based on regulations and guidelines issued by the Authority."	the Authority as an *Authorized Forest Community*, the following criteria should have been met"	technical specifications." Failure to meet these criteria is the only way in which an application may be rejected. Using the term "Authorized" implies permission-granting, when it is more a case of verification.	found in the definitions section of the Regulations. However, it will need to be reworded. **Possible wording**: "Forest Community is a community authorized by the Authority pursuant to the Community Forest Agreement to access, use, manage and benefit from forest resources within a specified area in an agreeable sustainable manner."
2. Operational Inconsistencies between the CRL and its Implementing Regulations				
2(a)	The CRL provision **Chapter 6**, **Section 6.2** does not require competitive bidding for logging concessions in areas less than 50,000 hectares **Chapter 6, Section 6.2**: "A community may enter Medium-Scale Commercial use contracts with other parties on Community Forest Land ranging from 5,001 to 49,999.99 hectares on non-competitive basis for harvesting of forest	**Chapter 9, Section 2, paragraph 4:** "When medium-scale commercial activities are to be sourced out to a third-party business agent on behalf of the community, the relevant provisions of the Public Procurement and Concessions Act regulations shall apply."	The CRL does not require competitive bidding. The regulations require competitive bidding, as per the PPCA.	The regulations will have to be altered so that the requirement for competitive bidding is removed.

	products on Community Forest Lands."			
2(b)	**Chapter 3, Sec.3.1** of the CRL of 2009 says 55% of all revenues generated from *large-scale* forest contracts shall go to communities as benefits.	**Chapter 10, Section 2** of the CRL regulation requires 55% of the bid premium to go to communities. **Chapter 11, Section 4** requires 55% of land rental fees to go to communities.	Although "Stumpage and Severance Fees" are mentioned (**Chapter 11, Section 2**) there is no requirement that the community receive 55% of revenue/income from them. Also, it is not made clear that communities are entitled to 55% of revenue/income from bid premiums, only when large-scale commercial activities are taking place.	The regulations have to be amended so that they conform to the CRL. Communities are entitled to 55% of all revenues from large-scale forest contracts.
2(c)	**Chapter 6, Section 6.1.** A community may enter small-scale contracts with other parties **Chapter 6, Section 6.1: "**A community may enter Small-Scale Commercial use contracts with other parties to engage in Small-Scale Commercial enterprises for timber and/or non- timber forest products on Community Forest Lands. The said use contract shall not be	**Chapter 9, Section 1., paragraphs 1 & 3**: Small-scale commercial activities to be undertaken by community members only. Third parties seem to be excluded.	The law states that communities may enter into small-scale commercial use contracts with third parties, while the regulations appear to prohibit this.	Prohibition on the contracting of third-party agents will need to be removed from the regulations, as the law is clear on the matter.

	allocated on a competitive basis."			
2(d)	**Chapter 3, Section 3.1.e**: "Communities have the right to full management of forest resources having met management and technical specifications based on regulations and guidelines issued by the Authority."	**Chapter 9, Section 5** states that the FDA must consent to all medium-and large-scale commercial activities undertaken by third parties. This seems to be in addition to all of the other requirements (e.g. developing community forestry management plan). This gives the FDA a great deal of additional discretion.	Once communities have met all relevant criteria, they seem to be granted the "right to full management." It is questionable whether FDA has to consent to proposed medium- and large-sized commercial activities, undertaken by third parties.	The broad wording of the regulation should be replaced with a more specific standard / criteria. Currently, agreements are subject to the "advice and consent" of the FDA, which is extremely broad. The provision could remain if the requirement is limited to "advice." **Possible wording**: "Agreements with third-party businesses for small-scale, medium-scale and large-scale commercial activities on community forest lands shall be made with the advice of the Authority."
2(e)	**Chapter 3, Section 3.1.e:** "Communities have the right to full management of forest resources having met management and technical specifications based on regulations and guidelines issued by the Authority."	**Chapter 8, Section 2**: CFMPs "shall be reviewed by the community every five (5) years or earlier if necessary." **Chapter 7, Section 6**: "A Community Forest Agreement shall be in effect for not more than a period of fifteen (15) years	The CRL is silent on the issue of how long a community has the right to community forest lands. There is a question of whether or not the FDA can impose such a time limit.	The FDA may need to determine whether the 5 and 15-year periods unreasonably burdens communities. If so, it may need to increase the length of Community Forest Agreements, or abolish the time limitations altogether.

		from the date of approval by the Forestry Development Authority. One year prior to the expiration of the agreement, the Community Forest Management Body shall submit a written request to the Forestry Development Authority to renew the Agreement for an additional fifteen (15) year term. The Agreement can be renegotiated for renewal as many times as the community would like."		
3. Inconsistencies between CRL, CRL Regulations and the Public Procurement and Concessions Act				
3(a)	**Chapter 6, Section 6.2:** "A community may enter Medium-Scale Commercial use contracts with other parties on Community Forest Land ranging from 5,001 to 49,999.99 hectares on non-competitive [sic] basis for harvesting of forest products on Community Forest Lands." **Section 73(1) of the PPC** "Concession" means the grant of an interest in a public asset by the	**Chapter 9, Section 2, paragraph 4**: "When medium-scale commercial activities are to be sourced out to a third-party business agent on behalf of the community, the relevant provisions of the Public Procurement and Concessions Act regulations shall apply."	The CRL excludes the need for competitive bidding for medium-scale commercial activities, while the regulations call for application of the PPCA. Question of whether the PPCA applies to medium-scale commercial activity independent of the CRL regulations.	Unlikely that the PPCA applies to community forest lands, as it deals with public assets, not assets held collectively by communities. First, the scope and application (Section 1) of the PPCA does not clearly apply to communities who have signed CFAs, though they could possibly fall under Section 1(2)(f), "public authority." But this seems unlikely, as these communities do not receive public funds; their revenue comes from the profits and fees earned through the commercial

	Government or its agency to a private sector entity for a specified period during which the asset may be operated, managed, utilized or improved by the private sector entity which pays fees or royalties under the condition that the Government retains its overall interest in the asset and that the asset will revert to the Government or agency at a determined time."			exploitation of their own resources. Second, an arrangement between a forest community and a third party business agent may not fall under the definition of a concession, as set out in Section 73(1) of the PPCA. There is no "public asset," resources are owned by the community.
4. Inconsistencies/Issues within the Community Rights Law				
4(a)	**Chapter 2, Section 2.3:** a) "Forest land areas ranging from 5,001 hectares to 49,999 hectares may be designated as Community Forest Land; b) Forest land holders with Aborigines Grant Deeds, Public Land Deeds, Tribal Land Deed Certificate and Warranty Deeds shall be classified as Community Forest Land;		The question raised by some stakeholders is, if the intention of the law is to formally provide rights to communities, why include lands that were already held under deed. Those communities, which registered their land under the Hinterland Law or Aborigine Law, and hold an Aborigines Grant Deed, Public Land Deed, Tribal Land Deed Certificate, or Warranty Deed, already have control over their resources – the resources contained on these lands should	The CRL governs how the collective rights of communities over forest resources are balanced with the regulatory authority of the FDA. If a community holds an Aborigines Grant Deed, Public Land Deed, Tribal Land Deed Certificate, or Warranty Deed, which represents a collective interest, there is likely no conflict between the CRL and the Constitution of the Republic of Liberia. In most cases, these deeds have been granted to whole communities, or to elders

	c) All deeds mentioned in section 2.3b that have already been authenticated and certificated by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community Forest Land; d) Forest land and customary land as recognized under this law."		not be subject to the CRL and CRL regulations.	who are to hold community land in trust for the benefit of the community. However, if any of the aforementioned deeds have been conveyed to an individual, and in no way represent a collective interest or right, there is no reason why the CLR should apply.
4(b)	**Chapter 2, Section 2.3:** a) "Forest land areas ranging from 5,001 hectares to 49,999 hectares may be designated as Community Forest Land; b) Forest land holders with Aborigines Grant Deeds, Public Land Deeds, Tribal Land Deed Certificate and Warranty Deeds shall be classified as Community Forest Land; c) All deeds mentioned in		It is unclear how the provisions should be read: cumulatively or independently, i.e. AND/OR. Under a restrictive reading, both result in absurdities. However, under a broader reading of Chapter 2, Section 2.3, communities are able to exert a claim over their forest resources, whether or not they hold a deed, and no matter the size of the area.	If given the opportunity, the wording of the CRL should be amended to clarify that communities may take control of community forest lands, whether or not they hold a deed, and no matter the size of the area. The FDA, as the agency tasked with regulating forest resources, has the authority to interpret the relevant provisions of the CRL broadly.

	section 2.3b that have already been authenticated and certificated by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community Forest Land; d) Forest land and customary land as recognized under this law."			
4(c)	**Chapter 4, Section 4.1.b**: "The Community Assembly shall include members of the legislature from the county where the communities are located, a Chairman, Vice Chairman, Secretary and Finance Officer, as well as other leaders it may deem necessary for the effective and efficient operations of the assembly. The Community Assembly shall select its officers, none of whom shall be a sitting government official." **Chapter 4, Section 4.1.e:**	**Chapter 3, Section 8**: "Elected officials of the Community Assembly, and other members so designated, shall constitute the Executive Committee of the Assembly. The two (2) legislative members of the Community Assembly shall also be members of the Executive Committee"	One of the purposes of the CRL is to provide communities with the power to make decisions over their own forest resources. By including legislative members in the Community Assembly and Executive Committee, the CLR undermines communities' ability to make autonomous decisions. Legislators can influence the decision-making process at the highest level, and given their authority, and the deference members of the community express towards them, this is potentially problematic. If a legislative representative has interests in the forestry sector,	If the CRL is amended, the requirement that legislators be a part of the Community Assembly and Executive Committee should be removed. No government official, elected or otherwise, should be part of the Community Assembly, Executive Committee of the Assembly, or Community Forest Management Board.

	"The Executive Committee of the Assembly shall comprise members of the legislature from the county where the communities are located and the four elected officials, including Chairperson, Vice Chairperson, Secretary and the Finance Officer."		they may be able to unduly influence the decisions of the CFMB through the CA and EC.	
4(d)	**Chapter 8**: **"**Any dispute arising *between two or more communities and Authority*, communities and third parties, about the access to or management of community forest resources may be resolved through customary dispute resolution mechanisms or by the application of the Arbitration Laws of Liberia as found in Chapter 64 of the Civil Procedure Law."		The wording of the provision is somewhat confusing, as it seems to suggest that the only way in which the FDA (the "Authority") is subject to the rule is if there is a conflict between two or more communities AND the agency. That is, two communities have to be in a dispute with the FDA before customary dispute resolution or arbitration under the Civil Procedure Law may proceed.	The wording should be clarified so that alternative dispute resolution is available in all cases. "Conflicts between two or more communities, a community and the FDA, or a community and a third party."
4(e)	**Chapter 2, Section 2.4:** "The Community Forest Land shall be identified, validated and recommended by the Forestry Development		Under the definitions of "Community" and "Community Forest Land" it is the community that identifies the resources it traditionally has access to, not the FDA. Also, how and why the FDA	The role of the FDA is to verify and validate the area and resources that the community has identified as its own. **Possible wording**:

	Authority for approval by the Community Forestry Management Body."		would "recommend" community forest land to the Community Forest Management Body is unclear.	"Community Forest Land shall be verified and validated by the Forestry Development Authority for approval by the Community Forestry Management Body."
5. Need for clarification in the CRL Regulations				
5(a)		**Chapter 4, Section 10**: "The Community Forest Management Body may request financial and technical assistance from the Authority, relevant public institutions or *other sources* to assist it in preparing Forest Management Plans, enhancing the knowledge and skills of Community Forest Management Body members and implementing community forestry programs"	"Other sources" is not defined. Commercial interests are concerned that the regulations may not be applied in a standardized manner, i.e. civil society groups may be permitted to assist communities while they are not. Civil society groups and the FDA are concerned that commercial interests will exercise undue influence over the communities if they are permitted to assist communities during the development of CFMPs.	To prevent undue influence from being exercised over communities, and to ensure a standardized process, "other sources" should only be allowed to assist communities to develop a CFMP once a community has independently determined how it wants to manage its forest resources. If a community decides to engage in commercial harvesting of timber, it could then engage with a logging company to help it develop a sustainable harvesting plan. Conversely, if a community is interested in engaging in conservation it could seek the advice of an environmental CSO.
5(b)		**Chapter 2**, **Section 2**: "The establishment of a forest community shall be initiated either by a community or the	The community has an inherent right to the resources on community forest land, but the FDA must ensure that the	Communities apply to take control of the resources on community forest lands, while the FDA identifies community

		Authority. Whichever option is used, the establishment of a forest community shall be activated through the submission of a written request by the community to the Authority"	resources are used appropriately (sustainably); therefore, the community must meet basic requirements before being granted full management authority over an area. Communities apply to the FDA, and the FDA verifies that all requirements have been met. Talk of a forest community being "initiated" by both the FDA and communities is confusing and does not reflect the process set out in the regulations.	forest lands through a specific process. Talk of both the FDA and community "initiating" a forest community should be removed, as it creates confusion. It should be made clear that the community has to apply to the FDA, but that it has a right to the resources if it meets all technical and management criteria (as per Chapter 3, Section 3.1.e)

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APPENDIX II

Recommendations from Sandy Nichols' report, "Assessment of the Legal, Regulatory, and Policy Framework Governing Community Forestry in Liberia

Recommendations from Sandy Nichols' report, "Assessment of the Legal, Regulatory, and Policy Framework Governing Community Forestry in Liberia" (October 17, 2013). Prepared for PROSPER by the Environmental Law Institute

The following Appendix was taken from Sandy Nichols' report, "Assessment of the Legal, Regulatory, and Policy Framework Governing Community Forestry in Liberia," which was commissioned by PROSPER in 2013. It goes beyond harmonizing the CRL and Regulations, and offers suggestions as to how improvements could be made to the process of establishing Forest Communities. It is attached as an Appendix, for consideration by the Regulations Harmonization Commission and the FDA.

Appendix 7: Proposed Guide for Amending Regulation to the 2009 Community Rights Law

Below is a guide, based on recommendations in this report, for revising and amending the Regulation to the 2009 Community Rights Law (CRL).
The recommendations are divided by Chapter of the Regulation. These are not comprehensive, line-by-line suggestions for the Regulation, but rather some broader principles for improving clarity and consistency within the Regulation and consistency with other laws, policies, and principles.
Under each chapter below, the italicized sections are suggested language that could be added or could be used in place of provisions currently in the Regulation. Based on the recommendations throughout the report, we would recommend starting from these guidelines to further develop specific, line-by-line proposed amendments to the Regulation.

Chapter 1 General Provisions

A. Clarify Definitions

We recommend clarifying some of the existing definitions in order to place more focus on the community's autonomy in making decisions regarding forest management, and to emphasize that the FDA operates in a primarily regulatory, rather than management role.

Community Forest Management Agreement (CFMA)

> *The CFMA is a broad agreement between the community and FDA that authorizes the community to engage in community forest activities on a specified piece of land owned or customarily used by a community. Requirements for a CFMA are listed below in Section 4.9.*

Community Forest Management Plan:

Plan developed by a community for the use and management of the forests owned or customarily used by the community and included in a Community Forest Management Agreement. The plan should describe any intention to engage in commercial activities and what type of commercial activities, if any, are planned for which specific areas of the community's forest land. The plan must be approved by a Community Assembly or (interim Community Assembly). Communities may revise the Plan whenever they wish, and must review any Plan that includes commercial use of forests at least once every five years, and must inform FDA of any changes. Requirements for the Plan are listed below in Section 4.8.

B. Proposed New Terms

Below are definitions for some additional terms that would support carrying out recommendations for setting up a community entity with legal personality and establishing a clear process for communities and FDA to follow in establishing a Community Forest Management Agreement.

Community Forest Association:

A legally-recognized entity (with legal personality) formed by a community for engagement in community forestry activities. Each community member has a stake in the Association. The Community Forest Association is governed by a Community Assembly and its activities are carried out on a day-to-day basis by a Community Forest Management Body (CFMB). The role, composition, and functions of the Community Assembly and CFMB are described in greater detail in the CRL.

Community Forest Application:

A Community Forest Application is the initial form that a community must submit to the FDA in order to express the community's interest in engaging in community forestry. Submitting a Community Forest Application is the first step in negotiating a Community Forest Management Agreement that authorizes community forest activities.

Interim Community Forestry Assembly:

Interim committee established by a community to prepare and submit a Community Forest Application to the FDA and take necessary steps to incorporate the community as a Community Forest Association. Once the Community Forest Association is established, a Community Assembly supersedes the interim Community Forestry Assembly.

C. Clearly state the rights of communities

Chapter 1 should include a restatement of communities' rights under the CRL and other laws and policies.

Section __: Rights of Communities

(a) The CRL grants communities several rights and obligations with regard to the ownership, establishment, use, and management of community forests. For example, CRL Section 2.2(a) provides as a key principle of community forestry that "[a]ll forest

resources on community forest lands are owned by local communities." CRL Section 3.1 grants communities the "right to control the use, protection, management, and development of community forest resources under regulations developed by the Authority in consultations with the connected Community Assembly."

(b) Community forestry and the procedures for establishing community forests shall be carried out in accordance with the Constitution and laws of the Republic of Liberia and with relevant international obligations that guarantee the rights of communities. Such rights include, but are not limited to, the right to own, access, use, benefit from, exclude from, and manage community forests, subject to law and these regulations.

Chapter 2 Establishment of an Authorized Forest Community

(suggested revised title: Community Forestry Application)

Recommendations for this chapter focus on changing terminology from "permission-granting" to a process of registration—application, review, and authorization—that is driven by communities.

A revised version of this Chapter would lay out these first stages in the community forestry application process clearly:

- Community decision and organization;
- Preliminary community mapping;
- Submission of application to FDA; and
- Community begins process of incorporation as an entity with legal personality.

The Chapter should also include the procedures for:

- FDA's initial review of an application;
- A visit to the community to conduct a socioeconomic survey and interviews with community members and to verify the information in the application and verify the community's consent to engaging in community forestry;
- Land demarcation/mapping of community forest land;
- Development of a Community Forest Management Plan (by the community); and
- Next steps toward establishing a Community Forest Management Agreement (agreement between community and FDA, which includes, as a component, the community's management plan).

Many of these last points are included in the existing regulations, but should be revised to clarify the process. The suggestions below include revisions based on material in Chapter 2, as well as Chapters 7-8 on the Community Forest Agreement and Community Forest Management Plan.

2: Community Organization and Application for Community Forest Activities

2.1 Community Decision-Making Authority

a. *The community, as the owner of forest resources on land traditionally owned or used by communities, has the sole authority to decide whether to begin the process of engaging in community forestry under the Community Rights Law.*
b. *Any decision to prepare a Community Forestry Application to the Authority for engaging in community forestry must be made or approved by the full community, including all resident adult members over the age of 18.*
c. *The community may use its existing traditional or customary governance processes to propose engagement in community forestry, so long as the process is representative of men, women, and all social or ethnic subgroups within the community.*

2.2. Interim Community Forestry Assembly

a. *Once the community has decided to prepare an application to the FDA for community forestry, the community shall select an Interim Community Forestry Assembly to manage the application process.*
b. *The community may use its existing traditional or customary governance processes to select the Interim Community Forestry Assembly, so long as the process is representative of men, women, and all social or ethnic subgroups within the community; the community may select a customary institution to serve as the Interim Community Forestry Assembly.*
c. *[Requirements for composition of Interim Community Forestry Assembly, based on requirements in the Regulation related to the Community Assembly]*
d. *The duties and responsibilities of the interim Community Forestry Assembly are:*
    (1) *Identify, map, and propose potential areas of community land for community forest management, in consultation with the full community, as described in Section 2.3 of these Regulations;*
    (2) *Prepare a Community Forestry Application and submit it to the FDA, with approval of the full community, as described in Section 2.4 of these Regulations.*

2.3 Preliminary Community Mapping/Identifying Forest for CFMA

a. *Before submitting a Community Forestry Application to the FDA, the community shall undertake preliminary community mapping to identify forest for inclusion under a Community Forest Management Agreement.*
b. *The purpose of this mapping process is to give the community a first opportunity to define its priorities for using and managing different areas of land.*
c. *This mapping process may be informal, but the community should identify and agree generally on which areas are to be used for community forest activities, and what the activity will be.*

2.4 Community Forestry Application

a. *A community seeking to engage in community forestry shall prepare and submit a Community Forestry Application to the FDA for review. The Community Forest Application expresses the community's intention to engage in community forest activities and is the first formal step in concluding a Community Forest Management Agreement*

b. ***Application Contents:*** *The Community Forest Application shall follow a template provided by the FDA*[3]*. The application should include the following information:*
    (1) *Community Information: General information regarding the community, including, for example:*
        i. *Number of families in the community*
        ii. *Description of the location of community land*
        iii. *Description of the community's customary or traditional activities or use of the land*
    (2) *Area: Description of the area proposed for community forest management*
    (3) *Management Objectives: Description of the community's intended management objectives (for example, conservation, commercial timber extraction; sale of non-timber forest products; etc.)*
    (4) *Community Approval: A resolution from a meeting of the community or a representative group of the community that includes:*
        i. *Names and signatures of those in attendance*
        ii. *Names of those who form the Interim Community Forestry Assembly*
        iii. *Demonstration of community agreement to develop community forest activities*
c. ***Fee:*** *The community shall submit a fee of US$250 to FDA along with the application.*

2.5 Demonstrating Title or Customary Ownership

The community must demonstrate to the FDA that it owns the proposed area in the application. Under the CRL, this may be done by demonstrating statutory title, ownership recognized according to land policies and legislation, or by demonstrating traditional ownership and jurisdiction through rules recognized by the community and by neighboring communities.

2.6 Incorporation as a Community Forest Association

a. *In order to formalize a Community Forest Management Agreement with the Authority, a community must establish a legal entity to act and manage community forest activities and funds on behalf of the community.*
b. *The Interim Community Forestry Assembly shall register with [the relevant agency] as a Community Forest Association. The Community Forest Association shall include all community members as shareholders and shall be organized with the purpose of representing the community in carrying out community forest activities.*
c. *The Community Forest Association shall be governed by a Community Assembly and its Executive Committee, as described in Chapter 4 of the CRL.*
d. *The Community Assembly shall appoint a Community Forest Management Body (CFMB) to manage the day-to-day activities of community forest management. [The CFMB does not need to be formed at this stage, but the formation of the Community Forest Association should include provision for how the CFMB is to be selected/hired when the community is ready to move to that stage]*

[3] Use this sentence only if the form is indeed developed.

e. *Once the Community Forest Association has been formed, and a Community Assembly has been chosen, the Community Assembly shall assume the responsibilities of the Interim Community Forestry Assembly in negotiating a Community Forest Management Agreement with the FDA.*
f. *The Community Forest Fund established by the community for receiving, managing, and disbursing funds related to community forest activities shall be established in the name of the community's Community Forest Association. Consistent with Section 4.3 of the CRL, this Fund shall be managed by a Community Forest Management Body, under the direction of the Community Assembly.*

2.7 Role of CSOs in supporting communities

[Ensure that NGOs are included in specific steps and processes throughout the application process to guide and support communities.]

2.8 Initial Review of Land Eligibility for Consistency with National Strategies and Plans

a. *Within 30 days of receiving a Community Forest Application, the FDA shall review the records and/or other information provided by communities to verify that the land described in a Community Forest Application is eligible for the community forest activities proposed.*
b. *For this review, the FDA shall consider the National Forest Management Strategy[4] and other relevant land management plans and strategies.*
c. *Where appropriate, the FDA may consult with other agencies regarding their plans or claims regarding the use of proposed community forest lands, as provided in Section 3.8 of these Regulations and must expeditiously resolve any conflicting claims.*

2.9 Verification of Community Title or Ownership

a. *Within 30 days of receiving a Community Forest Application, the FDA shall begin reviewing the community's records or other documentation of land ownership, including customary ownership.*
b. *The FDA shall consult with the institution(s) responsible for land administration[5] in conducting this review.*
c. *The FDA shall note any irregularities or inconsistencies between the documentation in the Community Forest Application and any other available documentation related to the land.*

2.10 Response to Community Forest Applications

a. ***Response Letter within 30 Days:** As soon as the FDA has completed an initial review of the information in a Community Forest Application, and no later than 30 days after*

[4] The National Forest Management Strategy will only have legal weight when it is updated and kept current and valid.
[5] Currently the Land Commission and CNDRA (National Archives).

receiving the Application, the FDA shall respond with a letter to the community, to be deposited with the interim Community Forestry Assembly indicated in the Application. The letter shall include:

(1) An acknowledgement of receipt of the Application; and

(2) A statement as to whether the Application is complete.

b. ***Request for Further Information:*** *If the Community Forest Application is incomplete, the FDA shall so state in the response letter and describe what information is necessary for the FDA to continue the review process. The FDA may postpone further review of the Application until the requested information is provided.*

c. ***Completed Application:*** *If the Application is complete, the FDA shall provide a description of and timeline for the process for further review of the Application, including a visit to conduct a socioeconomic survey and verify the Application information, and negotiation of a Community Forest Management Agreement. In particular, the FDA shall include in the response letter a description of any findings from its initial land eligibility and records or ownership review.*

2.11 Socioeconomic Survey and Verification of Community Consent

a. *Once the FDA has determined that a Community Forest Application is complete, the FDA shall conduct a review process and make one or more visits to the community to verify the information in the Application, verify the community's approval of the decision to engage in community forestry, and conduct a socioeconomic survey.*

b. *The FDA shall endeavor, with the community's consent, to begin the visit and survey process within 90 days. The FDA shall give 30 days' notice of the visit and survey to the community and to neighboring communities.*

2.12 Process for Socioeconomic Survey and Application Verification:

a. *FDA shall meet with and interview the members of the Interim Community Forest Management Committee or other individuals that prepared and submitted the Community Forest Application. During these interviews, the FDA should:*

(1) Verify that the Committee members or others interviewed were those that had signed and submitted the Application;

(2) Verify other information in application;

(3) Identify how various community land areas are used; and

(4) Identify how existing forests are used (by communities or by others).

b. *FDA shall also interview a representative sample of individual community members. The purpose of these interviews is to:*

(1) Assess socioeconomic baseline of community, including: general information regarding economic activity in community; income level; etc.;

(2) Assess community members' expectations for benefits from community forestry; and

(3) Verify broad community agreement on forest management.

2.13 FDA Findings

a. ***Findings from community survey and interviews***
   (1) *After conducting interviews, FDA shall make a finding as to whether the community broadly agreed to undertake community forest management as suggested by the Community Forest Application.*
   (2) *FDA must document this finding in writing, along with reasoning and describing evidence that supports the finding; documents that support the finding must accompany the report of findings.*
   (3) *If FDA finds that the community does broadly support the proposed community forest activities, FDA shall document this and leave a copy of the findings with the Interim Community Forest Committee.*
   (4) *If FDA cannot find sufficient evidence of broad community support for the Application and proposed forest management, FDA must discontinue the visit and the review process and must inform the community that it cannot continue toward a Community Forest Management Agreement without the consent of the entire community.*
   (5) *In such cases where FDA discontinues the process due to insufficient community support, if the full community later decides to support community forestry, the community may, after a reasonable waiting period, but no sooner than 180 days after the FDA's finding, re-apply by submitting a new Community Forest Application for FDA review.*

b. ***Findings regarding consistency with National Strategies and Plans:***
   (1) *If the FDA finds that some portion of the proposed community forest activities is inconsistent with national strategies and plan for the land, the FDA shall communicate this to the community, along with a statement of the relevant strategy or plan and a description of why the community's proposed activities are inconsistent.*
   (2) *Where appropriate, the FDA may work with communities to identify alternatives to address inconsistencies with national forest management plans and strategies, such as limiting or changing the proposed community forest area.*
   (3) *If, after further discussion or negotiation with the community, the proposed activities are still inconsistent with national forest management strategies and plans, FDA shall inform the community in writing that it will not approve any Community Forest Management Agreement until the inconsistencies with national strategies and plans are resolved.*
   (4) *A community shall have the right to appeal this finding.*

c. ***Documentation or Records of Ownership Irregularities or Inconsistencies:*** *If the FDA finds any irregularities or inconsistencies in its review of the community's title or ownership of the land, the Authority shall communicate this to the community. FDA shall inform the community that it cannot approve any Community Forest Management Agreement until such irregularities or inconsistencies are resolved or clarified. The FDA*

shall, as appropriate, consult with the Land Commission regarding how to clarify or remedy any such problem.

2.14 Resolution of any competing government claims and other concerns related to Development and Approval of Community Forest Management Agreement

a. *Within 60 days of conducting the socioeconomic survey and visit to the community, FDA shall consult with any other government agencies and the community to identify any competing claims to use of the proposed forest land, including claims from other ministries or other countries.*
b. *FDA shall work with the community and make all reasonable efforts to resolve any competing claims in order to allow communities to engage in proposed community forest activities. This effort may continue, if necessary, during the process of demarcating the forest land for inclusion in a Community Forest Management Agreement, described below in Section 4.2.*
c. *FDA shall also make all reasonable efforts to work with the community in resolving any other conflicts regarding community forestry at this time.*

2.15 Demarcation of Forest Land

a. *Within 90 days of conducting the socioeconomic survey and visit to the community, and with 30 days' notice given to the community, FDA shall conduct additional visits to the community to help facilitate the demarcation of community forest land for inclusion in a Community Forest Management Agreement.*
b. *FDA and the community shall, in collaboration with a licensed surveyor, conduct a land survey of the areas proposed by the community for community forestry.*
c. *The community may modify or refine the proposed area for community forest activities at any time during the land survey process.*
d. *The community shall also modify the proposed area if necessary, taking into account the resolution of any conflicting claims to the land, in accordance with the process in Section 4.1(b).*
e. *Based on the land survey, the community shall document the specific locations and areas of proposed community forest land for inclusion in the Community Forest Management Agreement.*

2.16 Notification of Approval of Land Demarcation

a. *Within 60 days of the completion of the land survey, FDA shall review the proposed area as documented to determine:*
    (1) Whether the area, as now proposed, is consistent with the FDA's finding regarding national plans and strategies under Section 3.7; and
    (2) Whether there are any remaining competing claims for use of the land area that must still be addressed or resolved.
b. *FDA shall then either certify that the land is approved for inclusion in a Community Forest Management Agreement, or shall describe in writing what the community must do or what competing claims must be resolved before an Agreement may be finalized.*

Notification of approval or denial of demarcation must be sent to the Community Assembly as soon as the determination is made.

c. *If FDA approves the land for inclusion in a Community Forest Management Agreement, FDA shall give the community, in writing, the standards for provisions and information that must be included in the Agreement and the Community Forest Management Plan, as listed in these Regulations, the CRL, and other relevant laws.*

Chapter 3 Community Forest Governance

This Chapter should be edited for consistency with the FDA's regulatory role and community autonomy in the community forestry application process. For example, the reference to requiring communities to be "pre-qualified" by FDA before being able to form a Community Assembly should be deleted; communities should be encouraged to begin organizing at an early stage in the process, before and during submission of a Community Forest Application—before FDA has reviewed any community information or decisions.

Terms in this Chapter should be consistent the recommendations made above regarding the formation of an Interim Community Forestry Assembly and the recommendation to require communities to begin the process of incorporating as a Community Forest Association. For example, Section 10 on the adoption of a Community Assembly Constitution and By-Laws should be altered to be consistent with establishing by-laws for a legally-recognized Community Forest Association.

Chapter 4 Community Forest Management

Section 11 on final approval of an "Authorized Forest Community" should be deleted and replaced with language in context of the new process and roles recommended, using consistent terms. The community organization process is and should be part of establishing a Community Forest Management Agreement.

Chapter 6 Roles and Powers of the Authority [FDA]

This Chapter should be revised based on the overall recommendations regarding FDA's role and responsibilities in working with communities to establish community forestry.

This could include a broad introductory statement of the FDA's role:

6.__ FDA Authority and Responsibilities

a. *The FDA has the authority to regulate the commercial and non-commercial use of forests in Liberia, in accordance with relevant laws and regulation.*
b. *Although community forest land and community forest resources are owned and managed by communities, under the terms of the CRL and these Regulations, the FDA has jurisdiction to regulate commercial forest activity and must authorize community forest activities through a Community Forest Management Agreement.*
c. *The FDA has the authority and responsibility to review Community Forest Management Agreements and shall approve such applications and agreements if they meet the requirements in the CRL, these Regulations, and other relevant law.*

APPENDIX III

Stakeholder Meetings/Consultations and List of Attendees

Meeting 1 - May 13th, 2015 - Harmonization Committee

First Name	Last Name	Organization
Matthias	Yeaney	NGO Coalition
John	Deah	LTA
Wolfgang	Thoma	VPA-SU
Paul	Meadows	PROSPER
Eugene	Cole	PROSPER
Yanquoi	Dolo	FDA
Weedor	Gray	FDA
Charles	Miller	VPA-SU
Isaac	Mannah	LTA
Abraham	Guillen	FLEGT

Meeting 2 - May 15th, 2015 - FLEGT/VPA-SU

First Name	Last Name	Organization
Abraham	Guillen	FLEGT
Wolfgang	Thoma	VPA-SU
Charles	Miller	VPA-SU
Yanquoi	Dolo	FDA

Meeting 3 - May 19th, 2015 - Liberian Timber Association

First Name	Last Name	Organization
Rudolph	Merab	LTA
Emmanuel	Erskine	AIRIL
Daniel	Kwabo	LCM/MANDR
Eliza	Kromyanh	EJ&J
John	Deah	LTA
Isaac	Mannah	LTA

Meeting 4 - May 20th, 2015 - Civil Society Organizations

First Name	Last Name	Organization
Matthias	Yeaney	NGO Coalition
Emmanuel	Smith	SCNIL
Yabadel	Appleton	NRM
Alexander	Cole	Green Advocates

Paul	Gourse	ARD
Yanquoi	Dolo	FDA
Buwana	Kingsley	HUCON

Meeting 5 - May 21st, 2015 – FDA

First Name	**Last Name**	**Organization**
Yanquoi	Dolo	FDA
Nick	Goll	FDA
Myer	Jargbah	FDA
Joseph	Tally	FDA
Weedor	Gray	FDA
Philip	Joekoloy	FDA
Aaron	Kota	FDA

Meeting 6 - May 27th, 2015 - Harmonization Committee

First Name	**Last Name**	**Organization**
Wolfgang	Thoma	VPA-SU
Paul	Meadows	PROSPER
Eugene	Cole	PROSPER
Yanquoi	Dolo	FDA
Weedor	Gray	FDA
Charles	Miller	VPA-SU
Isaac	Mannah	LTA
Abraham	Guillen	FLEGT
Rudolph	Merab	LTA
Mulbah	Forkpa	ACORD-LIB
Kuhn	Jackson	Land Commission
Daniel	Wleh	USAID-GEMS
Jerome	Anderson	USAID-GEMS