

**OROMIA Agricultural and Rural Development Office,
Division of Rural Land & Natural Resources
Administration & Irrigation Development.**

..... *District Agricultural & Rural Development Office*

FOREST BLOCK ALLOCATION AGREEMENT

BETWEEN

..... *WAJIB (Forest Dwellers Association)*

and

..... **DISTRICT Agricultural and Rural Development Office**

Forest Block Allocation Agreement

1. Preamble

Whereas

- Article 4(3) of the Forest Proclamation no. 72/2003 of the Oromia regional state stipulates community-based forest management as a strategy for forest conservation in the Oromia region;
- Article 4(6) of the same proclamation also elaborates that the Oromia Rural Land & Natural Resources Administration Authority (ORLNRAA) shall conclude agreements with appropriate parties to strengthen forest protection, development and management;
- Article 20(3) of the Land Use Proclamation no. 56/2002 of the Oromia regional state indicates that the delineation, demarcation, development, protection, rehabilitation and management of protected areas shall be done with the participation of the local communities;
- Empowering communities in the management of natural resources is fully in line with rural development strategies and decentralization processes being undertaken in Ethiopia;
- The forests in Adaba and Dodola have been decentralized to become district forests by a directive from the ORLNRAA (ref. AT/1/-1/1161 dated Feb. 22, 2003);

Now therefore,

The**district RLNRAA**

And

the **WAJIB** (Forest Dwellers' Association)

of the forest block specified in paragraph 3 below, together conclude the following agreement on allocation and management of a forest block that is part of the Adaba/Dodola forest. (Two attachments:- *list of members* and *sketch map of the forest block with description* are integral parts of this document).

2. Definitions

Unless the context otherwise requires, in this agreement:

- 1) **Carrying Capacity** is the estimated 12 hectares necessary for a forest dweller family unit to gain a livelihood from dwelling in a managed forest block of Adaba/Dodola. Every 10 years, the carrying capacity may be revised based on the request of the WAJIB and the results of resource assessment of the forest block.
- 2) **WAJIB** (an abbreviation meaning *Forest Dwellers' Association* in afaan Oromo) is a collective officially recognized and whose statutory rights and duties are defined in their forest block allocation agreement concluded with the district RLNRAA.
- 3) **Forest Block** is a demarcated area within the territory of Adaba/Dodola forest and inhabited by a limited number of members of a WAJIB to which the forest block is allocated.
- 4) **Forest Produce** is the combined set of products obtained by forest dwellers through different kinds of land use within a forest block. It includes field crops, livestock products, honey, grass, browse, wood, trees, medicinal plants etc.
- 5) **Homestead** is a unit formed and permanently inhabited by a married couple or a single adult spouse, widow(er) or divorcee together with own children or first degree relatives. If two or more married couples live together, the number of homesteads corresponds to their number.
- 6) **Maximum Number of Homesteads** of WAJIB does not exceed 30. This is considered to be the upper limit for a WAJIB to be able to fulfill its duties.

- 7) *Subsidiary By-Laws* are internal regulations set up by the WAJIB to rule on matters the treatment of which is not feasible at a higher level.
- 8) *THABO* is a resource assessment method conducted by RLNRRAA experts together with WAJIB members *every year* to follow up the implementation of the periodic management plan and *every five years* to monitor the overall situation of resources in the forest block.

3. Identification of the forest block

- a) The Forest block is known as and is situated in village.
- b) The total size of the forest block is hectares.
- c) The current number of member homesteads is The size of the forest block allows for a maximum of homesteads.
- d) Areas bordering the forest block: East, West, North, South

4. Resource Assessment of the Forest Block (THABO)

- a) According to THABO assessment that is made on a plot basis, one plot representing an area of one hectare. The average Potential Crop Trees (PCT's) are found to be.....and the average Mature Trees are found to be per ha.
- b) Potential Crop Trees are young and healthy trees that have over 2 m height and spaced at least 4 meters apart with DBH of up to 40 cm for Group 1 species (Hagenia, Podocarpus, Juniperus, Olea and Ekebergia) and up to 25 cm for group 2 species (Pittosporum, Hypericum, Rapania, Erica, and others). Mature trees are trees with DBH of > 40 cm and >25 cm for Group 1 and Group 2 species respectively.
- c) Resource assessments are carried out annually and every five years by District RLNRRAA together with representatives of the WAJIB in order to determine the allowable cut including the forest rent and to monitor the impacts of the forest conservation activities in the forest block.

5. Duration of the Agreement

This agreement remains valid for an indefinite period unless the forest utilization exceeds the allowable cut by more than 10% (cf. 13.a on Deforestation). In this case the agreement is cancelled and all WAJIB members will be expelled from the forest area and held responsible for the damage occurred. The forest block will be attributed to a corresponding number of dependants of the members of a successful neighboring WAJIB's.

If the government for some reason needs to take the forest block, it covers resettlement expenses and incremental compensation for the WAJIB. The WAJIB can also ask for cancellation of the agreement, which will be effected after settlement of all dues and on condition of renouncing to settlement and use rights in the forest block.

6. WAJIB Membership

- a) The names of all members that fulfilled selection criteria developed by the founding members are listed. Each individual member signs on the list.
- b) The number of members cannot increase by splitting or partially transferring the right of membership.
- c) Every member has one vote of equal weight.

- d) Membership can be transferred by inheritance or transaction. The transfer implies the complete withdrawal from the WAJIB of the member who transfers membership.
- e) Whether membership is acquired or inherited, the membership becomes recognized only if approved by two thirds of the other WAJIB members.

7. WAJIB Organisation

From among the members, a head, a deputy head, a secretary, a cashier and a member are elected to form an executive committee. A fair representation of both sexes should be made in the leadership. Their positions are indicated in the attached members' list. Any replacement of the leadership as well as changes in membership is to be communicated immediately to the Village Administration and the District RLNRAA. Establishment of other committees that may be necessary for special duties will be done according to the subsidiary bylaws.

Other organizational matters are at the discretion of the WAJIB that elaborates periodic forest management plans and subsidiary by-laws in collaboration with the technical government services.

8. Rights of the WAJIB

a) Inhabit in the forest

The WAJIB has the right to let its members and their dependants dwell in the forest block. Every homestead is allowed to own farm plots existing at the time of this agreement without expanding it. Every one of the members can also have only one homestead within the forest block. Relocation of compounds must first be approved by the district RLNRAA.

b) Use Forest Products

Maintaining the conditions elaborated under article 13(a) of this agreement, the WAJIB has exclusive right of forest use that includes production, collection, consumption, processing and trading of forest produce by family or hired labor. However, sub-leasing of use rights to other members, outsiders or commercial enterprises is not allowed. The WAJIB as a collective is responsible for proper forest use. Utilization of wildlife resources will be in a manner of benefit sharing. The two signatories (government and WAJIB) will negotiate on the appropriate share.

c) Receive legal recognition

As a body entered into agreement with the government, WAJIB receives recognition as an entity by concerned institutions. Just as any association, WAJIB can sue and be sued.

d) Access to information

The WAJIB has access to any information gathered and filed with the district RLNRAA regarding its forest block.

9. Duties and Obligations of the WAJIB

a) Restrict Settlement

The WAJIB will:

- i. Limit membership to a number in line with the maximum number of homesteads as specified under article 3(c) of this agreement and restrict the number of homesteads within the forest block to one per member.
- ii. Cause to dissolve homesteads belonging to dwellers that are not members within six months after the present agreement enters into force.
- iii. Prevent any member from sub-letting his/ her homestead or his/ her membership for free or against payment.
- iv. Participate in the periodic resource assessments together with the District RLNRAA.
- v. Adhere to the terms of agreement, subsidiary bylaws and management plan of the WAJIB block.

b) Maintain or Develop Forest Condition

The forest within the forest block must be developed or at least maintained at its initial condition. To this end, the WAJIB will take measures such as:

- i. Prevent livestock herding in regeneration areas until sufficient number of trees are at least 2 meters high.
- ii. Raise and plant tree seedlings as required and protect the plantation from damage by livestock.
- iii. Make proper use of the forest resources by harvesting old and dead trees in favor of young ones.
- iv. Minimize the construction of fences made from cut trees and branches.
- v. Prevent practices that hamper tree growth such as debarking, burning out of trunks, etc.

c) Pay Rent

The WAJIB pays an annual rent that is collected by the district RLNRAA and the village administration in exchange for the exclusive use rights it was granted. For natural forest, the annual rent forest is based on THABO results. From the assessment, areas are grouped according to the following classes and summed up. For areas of PCT:

- More than 41 (including 41), the rent will be ETB 2.- per hectare
- From 31 to 40, the rent will be ETB 4.- per hectare
- From 21 to 30 the rent will be ETB 6.- per hectare
- Less or equal to 20 the rent will be ETB 8.- per hectare
- For land covered with shrub Erica, rent will be calculated at ETB 0.45 per hectare.

However, as an incentive to increase forest cover, parts of the forest block that may be designated as conservation areas by the WAJIB shall be exempted from rent payment. If the said conservation areas are not managed properly, the rent payment for these areas will be doubled based on the rent class the specific site was in.

For plantations, the conversion of THABO results to the appropriate rent classes will be explained in the THABO guidelines.

Once per year the determined forest rent of the forest block is collected by the district RLNRAA and the village administration. The forest block rent is additional to other tax the Village Administration levies. The liability for rent payment is collective.

d) Restrict forest use by non-members

Access by non-members to the forest block for the purposes such as livestock herding, farming, honey collection, tree felling activities is prevented or controlled by the WAJIB. If tolerated, then the WAJIB assumes full responsibility for any detrimental impacts on forest condition. Practical arrangements are detailed in subsidiary by-laws of the WAJIB.

10. Rights of the District RLNRAA

- i. Access the forest block at any time.
- ii. Summon and attend WAJIB meetings and suggest points of the agenda when necessary.
- iii. Obtain assistance of other government services to make the WAJIB respect the terms of the agreement.
- iv. Collect 60% of the forest rent from each WAJIB and use it for expenses related to forest administration concerning WAJIB blocks.

11. Duties of the District RLNRAA

- i. Provide advice and support to WAJIB's on technical and organizational matters.
- ii. Organize periodic resource assessments and settlement census as necessary.
- iii. Take appropriate measures to legally defend the interests of the WAJIB.

- iv. Provide assistance for cases of litigation with unauthorized forestland uses.
- v. Assists in the formulation of internal regulations and management plans.
- vi. Confirm that the demarcated forest block is situated within the Adaba/Dodola forest area and that no land or lease rights have been granted to other parties prior to this agreement.

12. Rights and Duties of the Village Administration

- i. Collect 40% of the forest rent to be paid by each WAJIB and use it for village development activities as agreed by the village community.
- ii. Play a mediating role in the event of a possible conflict between WAJIB and non-WAJIB members of the village community.
- iii. Ensure the enforcement of laws regarding forest and forestland within the village.
- iv. Confirm that the demarcated forest block belongs to its territory.
- v. Defend the interests of WAJIB as required.
- vi. Enforce rent payment and the dissolving of homesteads that belong to non-members as required.

13. Sanctions for Breach of Agreement by the WAJIB

a) Deforestation

The annual utilization should not exceed the allowable cut determined by the THABO assessment. If the amount utilized is found to be:

- Up to 10% more than the allowable cut, the annual forest rent will be increased by 10% and the over utilized volume will be deducted from the following year's allocation. In addition, a warning will be given to the WAJIB in writing by the district RLNRRA.
- More than 10% in excess of the allowable cut, the forest in the block is taken to have been reduced leading to deforestation. Therefore, this is sanctioned by cancellation of the agreement with consequences as specified under article 5.

b) Non-payment of Rent

Forest block rent has to be paid within three months from the time of notification. If delayed for more than three months it will increase by 25%. The Village Administration will use its powers to enforce rent payment including the arrears. Failure in rent payment for more than one year results in cancellation of the agreement with consequences as specified under article 5.

c) Excessive Settlement

If the number of homesteads exceeds the maximum number of homesteads or if expansion of farm plots is observed, the rent will increase by 20 percent for every excess homestead or every expanded or new farm plots. Excess homesteads have to be demolished and expanded farm plots have to be abandoned within three months from the date of monitoring report. If no action is taken until the next monitoring, then the agreement is cancelled with consequences as specified under article 5.

14. Signatures of Agreeing Parties and Village Administration

The Village Administration acts as a co-signatory accepting the role assigned to it in the agreement. All three signatories attest by their signatures and initials on every page of the document (including attachments) that they accept to adhere to the agreement terms, to fulfill their assigned duties and to impose or sustain the sanctions drawn up for breach of agreement.

This agreement is concluded on this date ofin

**Representative,
District RLNRAA**
(Name and signature)

**Representative,
WAJIB**
(Name and signature)

Village Adm. (Co-signatory)
(Name and signature)

.....
Seal of the District RLNRAA

.....
Seal of the Village Administration

Witnesses (Names and signatures)

1.

2.

3.

NB: This agreement contains 9 pages. Original copies of this agreement will be distributed to:

- *ORLNRAA*
- *District Council*
- *District RLNRAA*
- *Village Administration*
- *WAJIB*