



PRINCIPAL RECOMMENDATIONS

1 COMMON-PROPERTY TRUSTS (THE CHIEFDOMS)

The principal task is for government to provide the necessary policy and legislative framework making customary common property rights unassailable. In this, common property rights are fully assigned over land and renewable natural resources to responsible guardians, i.e. the chiefdoms, on behalf of all Zambians for customary land over all the natural resources except mining, which is dealt with through the proposed Zambia Permanent Fund. They, through their Trusts, then control market environmentalism, the chiefdoms having had the property rights to them fully assigned. They therefore internalise the negative externalities (costs) of pollution or over-harvesting, charging the necessary fees to concessionaires through an auction system.¹⁵⁰ Government must therefore recognise *public goods* and *ecosystem services* as things of considerable value. Such services cannot under any circumstances be privatised, but are to be held under common property by the chiefdom trusts on behalf of the people.

2 THE ZAMBIA PERMANENT FUND

Following the example of the state of Alaska, the Zambian Government elected in 2011 should establish the Zambia Permanent Fund with legislation affirming that 75 percent of all mining royalties be paid to government as a replacement for taxes, and 25 percent paid to the Zambia Permanent Fund. Annually, dividends would be paid to the registered residents of the chiefdoms in the form of a living grant to heads of families resident in the villages, the balance - being subject to a means test - paid to those living outside of the chiefdoms. As a *quid pro quo*, chiefdom residents would be responsible for the protection of the renewable natural resources, following a Landsafe or similar landuse plan supervised by their Trust and their customary authority. It is critical to this exercise that the mining compradors and any corrupt politicians overseeing the mining taxes are sidelined, so that mining taxes reflect international financial reality.

¹⁵⁰ BARNES, PETER. 2006. *Capitalism 3.0: A guide to reclaiming the commons*. Berrett-Koehler Publishers, San Francisco.



ADDENDA

Addendum 1: Landsafe forms

- Form 1: MoU: Establishment of a Landsafe Chiefdom Conservancy
- Form 2: Landuser rights cession: customary authority to chiefdom society
- Form 3: Petition to the Minister of Lands
- Form 4: Community application for a CRB to the Zambia Wildlife Authority
- Form 5: MoU: wildlife co-management agreement between a Chiefdom Landsafe Trust and a Community Resource Board
- Form 6: Community Resource Board game quota application to ZAWA
- Form 7: Game quota cession by CRB to a Trust
- Form 8: Application for registration of a Community Game Ranch by a Chiefdom
- Form 9: Conservancy land-use planning template
- Form 10: Game Management Area co-management agreement between a chiefdom Trust and a Community Resource Board
- Form 11: Application for the co-management of an adjoining National Park by a CRB to ZAWA
- Form 12: MoU for a Joint Management Agreement for chiefdom forests
- Form 13: MoU for a Joint Management Agreement for gazetted forest
- Form 14: MoU for a Joint Management Agreement with the Fisheries Department
- Form 15: Community application for a Fisheries Management Committee
- Form 16: MoU for a co-management agreement with the Department of Water Affairs
- Form 17: Chiefdom landuser rights assignment under Lands (perpetual succession) Act
- Form 18: Chiefdom landuser cession to Trust Company (limited by guarantee)
- Form 19: Project proposal template



Landsafe

Form 1: MoU: Establishment of a Landsafe Chiefdom Conservancy

1 PARTIES

This document constitutes an agreement between Chief.....
of theChiefdom, and a Landsafe facilitator..

2 PURPOSE

The purpose of this agreement is for the Chief, with the assistance of the facilitator, to agree to the establishment of a Landsafe Chiefdom Conservancy.

3 MUTUAL INTEREST OF THE PARTIES

The Chief, who is entrusted with the care and development of the land and people of the chiefdom, needs to have the necessary support so that the land and natural resources may be co-managed with Government and the lives of the customary community improved.

The facilitator wishes to assist the chiefdom in the establishment of the Landsafe conservancy system for Chiefdoms so as to encourage investment in the chiefdom.

4 SUBSTANCE OF AGREEMENT

The parties agree, in principle, to fully explore the possibilities of establishing a Landsafe conservancy in future that will incorporate all of theChiefdom held under customary tenure for an initial period of six months, by which time formalisation procedures should have begun.

Name: **For Customary Authority: Chief**

Date: _____ at _____

Signature: _____

Name: **Landsafe Facilitator**

Date: _____ at _____

Signature: _____

Name: **Witness**

Date: _____ at _____

Signature: _____



Landsafe

Form 2: Landuser rights cession: Customary Authority to Chiefdom Society

<p>1 PARTIES This document constitutes an agreement between the Customary Authority responsible for land held under customary tenure known as.....and the Society, appointed as custodian of the said chiefdom lands and due to petition the Minister of Lands for incorporation under the Lands (perpetual succession) Act CAP 186 of the Laws of Zambia.</p>	
<p>2 PURPOSE The purpose of this agreement is for the Customary Authority to grant the ‘right to use and occupation of land under customary tenure’ (Lands Act of 1995: Section 8(3)), for the following land.....under its authority to the Society in which the Customary Authority (chief and headmen) is represented.</p>	
<p>3 MUTUAL INTEREST OF THE PARTIES TheSociety is in existence to oversee the development of the conservancy and its management. Its objectives are:</p>	
<p>i) To safeguard customary land and its associated protected areas ii) To strengthen the traditional authority and encourage the democratic structures iii) To conserve the wildlife and natural resources for the benefit of the chiefdom iv) To provide a land and business management plan for the appropriate development of chiefdoms, one that fully respects the ecology and the traditional, cultural and religious norms v) To facilitate chiefdom institutions that may enter into co-management agreements with Government over land and renewable natural resources, in conformity with the prescriptions of the Fisheries Act Chapter 200 of the Laws of Zambia of 1974 and the Fisheries (Amended) Act of 2007, The Forestry Act No. 39 of 1973, Forestry Policy of 1998, the Forestry Act No. 7 of 1999, the Local Forests (Control and Management) Regulations,</p>	<p>Statutory Instrument No. 47 of 2006, the Lands Act Chapter 184 of the Laws of Zambia of 1995, the Water Act Chapter 198 of the Laws of Zambia of 1948 and the Zambia Wildlife Act No. 12 of 1998 vi) To provide the necessary incentives for both investors and the chiefdom to enter in to mutually beneficial partnerships and investments vii) To identify, propose and facilitate small businesses able to harvest natural resources viii) To establish a development trust fund and the implementation of development projects required by the customary community ix) To foster education in the chiefdom’s history, culture and religion, and in its ecology. x) To foster conservation agriculture, health and education</p>



Form 2 - continued

4 SUBSTANCE OF AGREEMENT

The Customary Community agrees to cede to its Society, the usufruct rights to the Chiefdom.

<p>Name: For Customary Authority: Chief </p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Customary Authority: Headman </p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Customary Authority: Headman </p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For District Council Representative </p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: or Representative CRB </p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Representative Customary Community Society </p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Landsafe Facilitator </p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
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Landsafe

Form 3: Petition to the Minister of Lands

COMMUNITY TRUST INCORPORATION

PROPOSED TRUST DEED THE TRUST

THIS TRUST DEED is made the _____ day of _____ Two Thousand and Three by
.....residents of the
.....Customary Authority,District of the Republic of Zambia (hereinafter called “the original Trustees”) which expression shall where the context so permits include the trustees for the time being of this Deed)

WHEREAS

- (1) The original Trustees Indianred to declare a trust for the purposes hereinafter specified
- (2) The cash sum of Kwacha 1,000,000 has been paid to the original Trustees to be held by them on the trusts to be declared hereby and it is contemplated that further monies will be paid or transferred to the Trustees for the time being of this Deed to be held on the same trusts.

NOW THIS DEED WITNESSETH and **IT IS HEREBY AGREED AND DECLARED** as follows: -

1. The Trust hereby constituted shall be called the _____ **TRUST** (hereinafter called “the Trust”) and shall be registered under the Land (Perpetual Succession) Act (Cap. 186 of the Laws of Zambia)
2. Its mission is to actively support the conservation of the natural resources of the Customary Authority for the benefit of its human residents. In this Deed Unless the context otherwise require :-
 - (a) “Trustees shall mean the original Trustees or other Trustees hereof for the time being
 - (b) “ the Trust Fund “ shall mean:-
 - (i) the said cash sum hereinbefore recited;
 - (ii) all property money invested or other assets at any time or times hereafter paid or transferred to or otherwise vested in the trustees to be held on trusts hereby declared; and
 - (iii) the property for the time being representing the sums property investments money and other assets referred to in the sub-paragraphs (i) and (ii) of this sub-clause and of accumulation of income or capital and any accretion or other addition derived there from
 - (c) “ the Trust Assets” shall mean such assets as the Trustees may decide to acquire pursuant hereto
3. **The trust shall be a non-profit making organisation and the objects of the Trust shall be: -**
 - (1) To support and advise theCustomary Authority in the sustained management of the land and natural resources in its custody
 - (2) To liaise with Government – in close consultation with the Customary Authority, on all matters affecting natural resource use
 - (3) To provide the Customary Authority with a land-use development plan
 - (4) To advise the Customary Authority in its negotiations and participation in joint-venture investments affecting land-use and biodiversity conservation; and to be represented on the boards of any such joint-venture companies which may be established as a result
 - (5) In conformity with the prescriptions of the Fisheries Act Chapter 200 of the Laws of Zambia of 1974, The Forestry Act No. 39 of 1973 – and when repealed, the Forestry Act No. 7 of 1999, the Lands Act Chapter 184 of the Laws of Zambia of 1995, the Water Act Chapter 198 of the Laws of Zambia of 1948 and the Zambia Wildlife Act No. 12 of 1998, to fully comply with the opportunities, responsibilities and obligations enunciated therein
 - (6) To foster partnership supports from civil-society organisations and donors in supporting the optimum natural resource and human development in the area
 - (7) To identify, propose, facilitate funding and implementation, of integrated conservation and development projects within the chiefdom.



Form 3 - continued

- (8) To promote effective communication and co-ordination between all the role-players.
- (9) To obtain all the necessary information, legal and otherwise, which will allow it and the Customary Authority to best serve the interests of the area and its human community
- (10) To foster education in traditional knowledge, the ecology and biodiversity conservation.

Etc... etc... etc.

- 4. **This deed shall not be amended, altered or added to except by special resolution passed by a Two-Thirds majority of the board of Trustees at a special general meeting convened for that specific purpose, and which notice of the meeting shall specify the nature of the alteration or amendment. Any such alteration or amendment may thereafter be affected by the trustees providing always that such alteration, addition or amendment does not constitute any revocation of the trust or its terms, and provided it does not constitute a right of conferring the Trust Fund, the income or any portion thereof; otherwise than for the objects of the Trust as hereinbefore set out, and provided further that the capital and/or income of the Trust shall always be used for the purposes and objects of the Trust as set out in Clause Three (3) hereof.**
- 5. **The Trust shall be a body of perpetual succession and the Trustees or their successors shall not have the right or power to terminate the Trust. Notwithstanding, however, that the Trust is created in perpetuity, all the remaining movable assets of the trust (in the event of the Trust being terminated for any reasons whatsoever) shall be distributed to any independent organisation with similar objectives within Zambia to be determined by Two Thirds of the Trustees Board at or before the time of dissolution, which bodies or organisation are themselves exempt from the payment of income tax.**

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>	<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>
<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>	<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>
<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>	<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>
<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>	<p><u>SIGNED, SEALED and DELIVERED</u></p> <p>by the said</p> <p>in the presence of:</p> <p><u>WITNESS:</u></p> <p>Name:</p> <p>Address:</p> <p>Occupation:</p>



Landscape

**Form 4: Community application for a CRB to the Zambia Wildlife Authority
(in terms of the Wildlife Act of 1998: Part 3 of Act no. 12)**

<i>DATE</i>	
CUSTOMARY AUTHORITY	
DISTRICT	
PROVINCE	
GAME MANAGEMENT AREAS	
OPEN AREAS	
NATIONAL PARKS	
NATIONAL FOREST	
LOCAL FOREST	
ALIENATED LAND	
ELECTED MEMBERS	
Chairman	
Chief's rep.	
Co-ordinator	
Member	
Member	
Member	
Member	
Member	
Member	
Member	
Member	
REGISTRATION NAME	
APPLICANT	NAMES SIGNATURES
Chief _____
Chairman District Council _____
Chairman CRB _____
ZAWA APPROVAL For Director-General	
Date: _____	



Landsafe

Form 5: MoU: Wildlife Co-Management Agreement between a Chieftom Landsafe Trust and a Community Resource Board/ZAWA

1 PARTIES

This document, proposes an agreement between the.....Trust and theCommunity Resource Board (CRB)/ZAWA

2 PURPOSE

For the CRB/ZAWA and the Trust to develop a co-management agreement for the chieftom whereby the Trust is given sole user rights - under certain conditions - to wildlife.

3 BACKGROUND

As allowed under the Wildlife Act of 1998: Part 3: (7) 2: the elected chieftom CRB being empowered to promote and develop an integrated approach to the management of human and natural resources in a Game Management Area or an open area falling within its jurisdiction and with the power to:

- i) negotiate, in conjunction with ZAWA, co-management agreements with hunting outfitters and photographic tour operators;
- ii) manage the wildlife under its jurisdiction, within quotas specified by the ZAWA;
- iii) appoint Village Scouts to exercise and perform the duties of a wildlife police officer under the supervision
- iv) in consultation with the ZAWA, develop and implement management plans which reconcile the various uses of land in areas falling under the board's jurisdiction;
- v) perform such other functions as ZAWA may direct or delegate to it.

4 THE PRINCIPLES

The parties to abide by the following principles in the development of a contract:

- i) The CRB to take on the Trust as its exclusive partner in the management of the wildlife resources, agreeing not to issue hunting licences or any other rights of access to any other person or organisation.
- ii) The Trust agrees to conserve the wildlife resources and to follow a management plan agreed to by the parties and approved by ZAWA.
- iii) The Trust will oversee the equitable sharing of benefits between the chieftom and ZAWA and the CRB.
- iv) To jointly provide a management plan, approved by ZAWA.

5 MUTUAL INTEREST OF THE PARTIES

To ensure the conservation of the wildlife and its sustained use for the benefit of the customary community.

6 AGENCY RESPONSIBILITIES

To jointly ensure the socio-ecological conservation of the Chieftom:

- i) The Trust has the responsibility for seeing that an agreed management plan for the area is implemented
- ii) The CRB is responsible for carrying out its mandate as laid out in the Wildlife Act with the full support of ZAWA
- iii) The CRB/ZAWA to give exclusive use of the wildlife resources to the Trust



Form 5 – continued

7 SHARED CONCERNS

The Parties share a common concern for the conservation of wildlife and the welfare of the customary community agree to share information of mutual concern.

8 EXPECTED OUTCOMES

- i) The protection of a national asset
- ii) The scientifically managed sustained use of its wildlife resources
- iii) The protection of its biodiversity
- iv) A stable and increasing source of income for communities
- v) A well managed area based on sound conservation principles
- vi) Support to GRZ policies of de-centralisation, as well Government policies concerning decentralisation and PPPs

9 STANDING COMMITTEE

To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed. Matters for consideration by the standing committee are to include a review of each agency's participation in this agreement, an assessment of the agreement's effectiveness, and modifications that might be necessary. As appropriate, the committee will address urgent issues and specific cases of serious non-compliance.

Chairman CRB

Date: _____ **at** _____

Signature: _____

Name: Chairman of Trust

Date: _____ **at** _____

Signature: _____

Name: Chief **Patron of CRB and Trust**

Date: _____ **at** _____

Signature: _____

Name: FOR ZAWA.....

Date: _____ **at** _____

Signature: _____



Landsafe

Form 6: Trust Game Quota application to ZAWA

SPECIES	#	DISTRICT LICENCE	ESTABLISHED RESIDENT	COMMUNITY GAME QUOTA	TOTAL
Buffalo					
Bushbuck					
Crocodile					
Duck & Geese					
Duiker B C Y					
Eland					
Game birds					
Grysbok					
Hartebeest					
Hippo					
Hyena					
Impala					
Jackal					
Klipspringer					
Kudu					
Lechwe Black					
Lechwe Red					
Lechwe Kafue					
Leopard					
Lion					
Oribi					
Puku					
Reedbuck					
Roan					
Sable					
Sitatunga					
Steenbok					
Tsessebe					
Warthog					
Waterbuck E D					
Wildebeest C B					
Zebra					

<p>.....TRUST CHAIRMAN</p> <p>.....Patron</p> <p>.....FOR ZAWA</p> <p>DATE: _____</p> <p>FORSEASON</p>	<p>SIGNATURES</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Landsafe

**Form 7: Game Quota cession by Trust to the investor
(in terms of the Wildlife Act of 1998: Part 3: (7) 2a of Act no. 12)**

QUOTA		MEAT HUNTING						TROPHY		T
SPECIES	#	DISTRICT RESIDENT		GMA RESIDENT		CITIZEN/ ESTAB RESIDENT		SAFARI CLIENT		
		GMA	OPEN	GMA	OPEN	GMA	OPEN	GMA	OPEN	
Baboon										
Buffalo										
Bushbuck										
Crocodile										
Duiker B C Y										
Eland										
Game birds G F										
Grysbok										
Hartebeest										
Hippo										
Hyena										
Impala										
Jackal										
Klipspringer										
Kudu										
Lechwe Black										
Lechwe Red										
Lechwe Kafue										
Leopard										
Lion										
Oribi										
Puku										
Reedbuck										
Roan										
Sable										
Sitatunga										
Steenbok										
Tsessebe										
Warthog										
Waterbuck E D										
Wildebeest C B										
Zebra										
.....CRB CHAIRMANCRB PatronZAWA: DG. Date: _____						SIGNATURES _____ _____ _____				



Landsafe

Form 8: Application for registration of a Community Game Ranch by a Chiefdom

1. Chiefdom:.....
2. Open area/Game Management Area:.....
3. District:.....
4. Location:.....
5. Boundaries.....
6. Area (approximate).....

We, theTrust do hereby make application for the registration of our designated area as a Community Game Ranch, and, subject to the erection of fencing suitable to yourselves, the transfer of the ownership of designated game species to ourselves, to be managed for the benefit of our community.

Name: **Chairman**

Date: _____ **at** _____

Signature: _____

Name: **Secretary**

Date: _____ **at** _____

Signature: _____

Name: **Chief**

Date: _____ **at** _____

Signature: _____

Attached documents: Trust Certificate of Incorporation and list of Trustees; landuser rights cession document and list of headmen signatories; certificate of land vestment under the Lands (perpetual succession) Act; list of headmen, signatories and minutes of game ranch application, including District Council, the CRB and local ZAWA office.



Landsafe

Form 9: Conservancy land-use planning template

1	INTRODUCTION		
1.1	Reasons for the conservancy development	3.2.1.1	Proposed food security programme
1.2	Aims and objectives	3.2.1.2	Methods of cultivation
		3.2.1.3	Livestock programme
2	PRESENT SITUATION	3.2.1.4	Irrigation programme
2.1	Physical data	3.2.1.5	Cost/profit analysis
2.1.1	Area and situation	3.2.1.6	Credit facilities
2.1.2	Soils and vegetation	3.2.1.7	Transport and marketing
2.1.3	Water resources	3.2.2	Conservancy members use
2.1.4	Livestock potential	3.2.2.1	Camp rentals
2.1.5	Irrigation potential	3.2.2.2	Vehicle roaming
2.1.6	Crop potential	3.2.2.3	Services
2.1.7	Wildlife potential	3.2.3	Hunting safaris
2.2	Socio-economic data	3.2.4	Tourism lodge-based
2.2.1	History of the area	3.2.4.1	Site leases
2.2.2	Demographic structure	3.2.4.2	Vehicle roaming
2.2.3	Existing land-use and land tenure	3.2.5	Tourism village-based
2.2.4	Type and level of animal and crop production	3.2.6	Tourism educational and scientific
2.2.5	Wildlife consumptive and non-consumptive use	3.3	Administration of the scheme
2.2.6	Sources and levels of income	3.3.1	Organisation
2.2.7	Market possibilities (local and regional)	3.3.2	Management
2.3	Existing social services	3.3.3	Staff requirements
2.3.1	Education	3.3.4	Labour requirements
2.3.2	Health	3.3.5	Form and conditions of contracts or agreements
2.3.3	Marketing and requisites supply	3.3.6	Fees and charges
2.3.4	Extension and services	3.4	Auxiliary services required
2.3.5	Transport and communications	3.4.1	Education
		3.4.2	Health and nutrition
		3.4.3	Community development
		3.4.4	Housing
		3.4.5	Repair workshops
		3.4.6	Transport
3	PROPOSED CONSERVANCY SCHEME	4	ECONOMIC APPRAISAL
3.1	Physical Layout	4.1	Costs (capital and recurrent)
3.1.1	General plan total area	4.2	Returns
3.1.2	Type and size of enterprises	4.3	Cash flow budget
3.1.3	Roads	4.4	Social cost/benefit analysis
3.1.4	Clearing	4.5	Monitoring and evaluation
3.1.5	Fields fencing	5	IMPACTS ASSESSMENT
3.1.6	Water supplies and irrigation	5.1	Short
3.1.7	Conservation works	5.2	Medium
3.1.8	Buildings sighting and layout	5.3	Long term
3.1.9	Lodge sites	6	SUMMARY AND CONCLUSION
3.1.10	Camp sites		
3.1.11	Airstrips		
3.2	Conservancy Plan		
3.2.1	Agriculture		



Landsafe

Form 10: Game Management Area Co-Management Agreement between a Chiefdom Trust and a Community Resource Board/ZAWA

1 PARTIES

This document, proposes an agreement between the..... Trust and the
.....Community Resource Board (CRB)/ZAWA

2 PURPOSE

For the CRB/ZAWA and the Trust to sign a co-management agreement for the
.....GMA, whereby theTrust is given sole user rights -
under certain conditions – for the consumptive and non-consumptive use of wildlife with joint
responsibility for biodiversity and community development.

3 BACKGROUND

As allowed under the Wildlife Act of 1998: Part 3: (7) 2: the elected chiefdom CRB being
empowered to promote and develop an integrated approach to the management of human and natural
resources in a Game Management Area or an open area falling within its jurisdiction and with the
power to:

- (a) negotiate, in conjunction with ZAWA, co-management agreements with hunting outfitters and photographic tour operators;
- (b) manage the wildlife under its jurisdiction, within quotas specified by the ZAWA;
- (c) appoint Village Scouts to exercise and perform the duties of a wildlife police officer under the supervision
- (d) in consultation with the ZAWA, develop and implement management plans which reconcile the various uses of land in areas falling under the board’s jurisdiction;
- (e) perform such other functions as ZAWA may direct or delegate to it.

4 PURPOSE OF THIS AGREEMENT

That theTrust and the.....CRB jointly provide a
management plan, approved by ZAWA, to manage the GMAs wildlife resources.

5 THE PRINCIPLES

The parties to abide by the following principles in the development of a contract: The CRB to take
on the.....Trust as its exclusive partner in the management of the GMAs wildlife
resources....., agreeing not to issue hunting licences or any other rights
of access to any other person or organisations. That the.....agree to conserve the
wildlife resources and to follow a management plan agreed to by the parties and approved by
ZAWA. Theto oversee the equitable sharing of benefits between
the.....chiefdom and the CRB/ZAWA. And that the Trust continue to pay
such land rents, concession and licence fees as would normally be payable to ZAWA, to be shared
with the CRB and the Chief according to an agreed formula.

6 MUTUAL INTEREST OF THE PARTIES

To ensure the conservation of the wildlife and ecology of the GMA, and its continued sustained use
for the benefit of local communities.



Form 10 – continued

7 SHARED CONCERNS

The Parties share a common concern for the conservation of wildlife and the welfare of the community in the GMA.

8 SUBSTANCE OF AGREEMENT

The cooperating agencies agree to share information of mutual concern and interest regarding this agreement.

9 EXPECTED OUTCOMES

- i) The protection of a national asset GMA
- ii) The scientifically managed sustained use of its wildlife resources
- iii) The protection of its biodiversity
- iv) A stable and increasing source of income for communities
- v) A well managed area based on sound conservation principles
- vi) Support to GRZ policies of de-centralisation, as well Government policies concerning decentralisation and PPPs

10 STANDING COMMITTEE

To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed. Matters for consideration by the standing committee are to include a review of each agency's participation in this agreement, an assessment of the agreement's effectiveness, and modifications that might be necessary. As appropriate, the committee will address urgent issues and specific cases of serious non-compliance.

<p>Name: For Chairman: Community Resource Board</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Secretary Natural ResourcesCRB</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Chairman of theTrust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For District Council Representative</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For Chief</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Zambia Wildlife Authority</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: For Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
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Landsafe

Form 11: Application for co-management of adjoining national park by Trust to ZAWA

1 PARTIES

This document, proposes an agreement between the Zambia Wildlife Authority and theTrust

2 PURPOSE

For the Trust and ZAWA to develop a co-management agreement for thesection of theNational Park.

3 BACKGROUND

In 1950, the Kafue National Park was proclaimed as the first national park in the country by the Governor of Northern Rhodesia in April of that year, being 'set aside' within what was Native Trust Land. The Order in Council defining Trust Land stated, "land set apart for the sole use and benefit, direct or indirect, of the natives of Northern Rhodesia..." and further: "out of the profits or rents accruing from any area of native trust land set aside as a forest or game reserve... there shall... be paid first the expenditure necessarily incurred by the Government in connection with the said area, whether by maintenance, development or otherwise, and the balance shall be paid into the (Native Trust Land) Fund, or into the treasury of the native authority concerned, as the Governor shall direct".

In 1954, parts of Nsefu and Luambe were put aside as Game Reserve at the request of the chiefs for their people's benefit. They were later converted to National Park status.

4 PURPOSE OF THIS AGREEMENT

That ZAWA, in the light of past historical agreements, and in the light of present PPP policy and the need for ZAWA to share responsibilities and benefits with chiefdoms in adjoining National Parks, that they agree to enter in co-management agreements for that section of National Park formerly part of a particular chiefdom.

5 THE PRINCIPLES

That ZAWA agrees to have theTrust as a full partner in a public-private partnership for the co-management of the portion of the National Park. And that if an existing PPP is in force with investors, that all efforts be made to include the Trust in that agreement, but certainly to see that the Trust, and the community whose interests it represents, benefits from any commercial activities being carried out by investors in that section, this to include a share in any Tourism Concession Agreements (TCAs) in force.

6 MUTUAL INTEREST OF THE PARTIES

To ensure the continued preservation of theNational Park and the sustained benefit streams to thechiefdom.



Form 11 – continued

7 AGENCY RESPONSIBILITIES

- 7.1 ZAWA to ensure the historical rights of thechiefdom are respected in terms of benefit streams
- 7.2 The Trust to ensure that people of the chiefdom respect the National Park

8 SHARED CONCERNS

The Parties share a common concern for the protection of the National Park and the welfare of the chiefdom’s people.

9 SUBSTANCE OF AGREEMENT

The cooperating agencies agree to share information of mutual concern and interest regarding this agreement.

10 EXPECTED OUTCOMES

- i) The protection of the national park
- ii) A stable and increasing source of income for communities
- iii) A well managed chiefdom and national park based on sound conservation principles
- iv) Support to GRZ policies of de-centralisation, as well Government policies concerning decentralisation and PPPs

11 STANDING COMMITTEE

To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed. Matters for consideration by the standing committee are to include a review of each agency's participation in this agreement, an assessment of the agreement's effectiveness, and modifications that might be necessary. As appropriate, the committee will address urgent issues and specific cases of serious non-compliance.

<p>Name: For Chairman:Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For District Council Representative</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For ChairmanCRB</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For Zambia Wildlife Authority</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For Secretary of theTrust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>



Landsafe

Form 12: MoU for a Joint Management Agreement for chiefdom forests

1 PARTIES

This document, proposes an agreement between the.....Trust and the Forestry Department

2 PURPOSE

For the FD and the Trust to develop a co-management agreement for the forests of thechiefdom

3 BACKGROUND

The legislation and policy documents that form the base for piloting Joint Forest Management activities in Zambia are the Forestry Policy of 1998, the Forests Act of 1999, and the local forests (Control and Management) Regulations, Statutory Instrument No. 52 of 1999 and Statutory Instrument No.47 of 2006, the latter laying out regulations for Joint Forest Management Areas. In the process of piloting JFM it is clear that the legislative foundation for JFM is faulty; because the Forests Act of 1999, which provides the legal framework for JFM, is not yet in force. However, the respective parties may enter into an agreement based on best practice so that community empowerment and co-management with Government may flourish.

4 PURPOSE OF THIS AGREEMENT

That theTrust and the Forestry Department jointly provide a management plan in which eco-tourism and the appropriate management and use of the Forest take place under the general supervision of the Trust and the Forestry Department.

5 THE PRINCIPLES

The Forestry Department to take on theTrust as its exclusive partner in the management of the.....forest, agreeing not to issue logging licences or any other rights of access to any other person or organisation. That the Trust agrees to conserve all the resources and to follow a management plan mutually to be agreed upon.

6 MUTUAL INTEREST OF THE PARTIES

To ensure the conservation of the forest and an equitable sharing of benefits between the Trust and the Forestry Department.

7 AGENCY RESPONSIBILITIES

- i) To jointly ensure the conservation of the Forest
- ii) The Trust would have responsibility for seeing that an agreed management plan for the area is implemented
- iii) The Forestry Department would be responsible for full assistance and advice on any controlled exploitation of the forest for the benefit of the local economy

8 PROHIBITIONS

The FD to give exclusive use of the forest to the Trust, who will assume, with the FD, full responsibility for its management.

9 SHARED CONCERNS

The Parties share a common concern for the preservation of the forest and the avoidance of any further illegal settlement or occupation for subsistence agriculture. They also wish to see the forest be of long-term benefit to the local community through appropriate tourism development, forest utilization and the production of products from such utilisation.

Form 12 – continued

10 SUBSTANCE OF AGREEMENT

The cooperating agencies agree to share information of mutual concern and interest regarding the Forest.

11 EXPECTED OUTCOMES

- i) The protection of a national asset
- ii) The scientifically managed sustained use of its timber and eco-tourism potential
- iii) The protection of its biodiversity
- iv) A stable and increasing source of income for communities
- v) A well managed area based on sound conservation principles
- vi) Support to GRZ policies of de-centralisation, as well the Forestry Department's progressive policies around co-management of national and local forests

12 STANDING COMMITTEE

To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed. Matters for consideration by the standing committee are to include a review of each agency's participation in this agreement, an assessment of the agreement's effectiveness, and modifications that might be necessary. As appropriate, the committee will address urgent issues and specific cases of serious non-compliance.

Name: Chairman of theTrust Date: _____ at _____ Signature: _____	Name: Chief Date: _____ at _____ Signature: _____
Name: Secretary of theTrust Date: _____ at _____ Signature: _____	Name: Director Forestry Department Date: _____ at _____ Signature: _____



Landsafe

Form 13: MoU for a Joint Management Agreement for gazetted forest

<p>1 PARTIES This document, proposes an agreement between the.....Trust and the Forestry Department (FD).</p>	
<p>2 PURPOSE For the FD and the Trust to develop a co-management agreement for theForest contiguous to thechiefdom.</p>	
<p>3 BACKGROUND The legislation and policy documents that form the base for piloting Joint Forest Management activities in Zambia are the Forestry Policy of 1998, the Forests Act of 1999, and the local forests (Control and Management) Regulations, Statutory Instrument No. 52 of 1999 and Statutory Instrument No.47 of 2006, the latter laying out regulations for Joint Forest Management Areas. In the process of piloting JFM it is clear that the legislative foundation for JFM is faulty; because the Forests Act of 1999, which provides the legal framework for JFM, is not yet in force. And it is understood that a JFMA cannot be entered into with a national Forest, it first requiring de-gazetting. As this may be counterproductive – given the reason for its original promulgation – the Trust and Forestry Department should sign an agreement of co-operation based on best practice so that community empowerment and co-management with Government may flourish.</p>	
<p>4 PURPOSE OF THIS AGREEMENT That the Trust and the FD jointly provide a management plan in which the protection and the use of the Forest for the benefit of the contiguous community take place under the general supervision of the Trust and the FD.</p>	
<p>5 THE PRINCIPLES The Forestry Department to take on the Trust as its exclusive partner in the protection of the Forest. That the Trust agrees to conserve all the resources and to follow a management plan mutually to be agreed upon.</p>	
<p>6 MUTUAL INTEREST OF THE PARTIES To ensure the conservation of the forest and an equitable sharing of benefits between the Trust and the FD.</p>	
<p>7 AGENCY RESPONSIBILITIES To jointly ensure the conservation of the Forest</p> <ul style="list-style-type: none"> i) The Trust would ensure that an agreed management plan for the area is implemented <p>The FD would be responsible for full assistance and advice regarding forest management</p>	
<p>8 SUBSTANCE OF AGREEMENT The cooperating agencies agree to share information of mutual concern and interest regarding the Forest</p>	
<p>9 EXPECTED OUTCOMES</p> <ul style="list-style-type: none"> i) The protection of its biodiversity and its management on sound conservation principles ii) A stable and increasing source of income for communities iii) Support to GRZ policies of de-centralisation, as well the co-management of national and local forests 	
<p>10 STANDING COMMITTEE To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed. Matters for consideration by the standing committee are to include a review of each agency's participation in this agreement, an assessment of the agreement's effectiveness, and modifications that might be necessary. As appropriate, the committee will address urgent issues and specific cases of serious non-compliance.</p>	
<p>Name: Trust Chairman</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: Secretary of the Trust.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p> <p>Name: Director FD.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>



Landsafe

Form 14: MoU for a Joint Management Agreement with the Fisheries Department

1 PARTIES

This document, proposes a Co-Management Agreement between.....Trust of thechiefdom, and the Fisheries Department of the Ministry of Agriculture, Food & Fisheries.

2 PURPOSE

An application to the FD to register the riparian areas of thechiefdom as a Fisheries Management Area under theTrust, the latter being the approved for the management of the land and natural resources of the chiefdom.

3 BACKGROUND

The Fisheries Act Chapter 200 of the Laws of Zambia of 1974 provided for fisheries management at a departmental level but did not incorporate community participation. Before that it was administered from 1941 by the Department of Game and Tsetse Control.

The amended Fisheries Act of 2007 gives powers to the Minister to declare Fisheries Management Areas (FMAs) through a statutory instrument – in consultation with riparian communities, and subject to the provision of a fisheries management plan, with special care intended for endemic fish. No fishing is allowed within an FMA without a licence. The Minister appoints Fisheries Management Committees (FMC) (as co-management structures in Fisheries Management Areas (FMA)), with members comprising six villagers, one chief's representative, one from the local authority, one from an NGO operating in the FMA, one each from the fishing industry and aquaculture industry, plus two other persons, vetted by the Minister who also appoints the Chairman and Vice-Chairman. The FMA may, in consultation with the Director, enter into co-management agreement with industrial fishing companies, or with NGOs. The Committee is responsible for the production of the management plan and the creation of a fund into which will be paid all licence money for the economic and social well-being of the riparian community. The committee is required to prepare an annual report and audited accounts to be submitted to the Minister.

The Act also covers aquaculture, requiring that ventures be licenced and operate under certain conditions. Government is required to provide an Aquaculture Development Plan for Zambia.

4 PURPOSE OF THIS AGREEMENT

To register a CMA with the Department of Fisheries which, inter alia, would involve the application by theTrust, representingchiefdom, for the registration of a Fisheries Management Committee, which would comprise the elected members of the Society, with the addition of three members of riparian fishing communities within the chiefdom.

5 THE PRINCIPLES

See Background.

6 MUTUAL INTEREST OF THE PARTIES

To ensure the conservation of thechiefdom fishery and its sustained use for the benefit of the customary community.



Form 14 – continued

7 AGENCY RESPONSIBILITIES

- i) The Trust to take on full responsibility, through a Fisheries Management Committee, for the management of the fishery in the Fisheries Management Area
- ii) The Fisheries Department to enter into a co-management agreement with the Trust for the management of the fishery in the FMA

8 SHARED CONCERNS

The Parties share a common concern for the conservation of fish resources and the benefits to be derived from its legal usage for the primary stakeholders.

9 EXPECTED OUTCOMES

- i) The protection and scientifically managed sustained use of a national asset
- ii) Derived ecological benefit flows from its conservation
- iii) A stable and increasing source of income for communities'
- iv) A well managed FMA based on sound conservation principles
- v) Support to GRZ policies of de-centralisation, as well the Fisheries Department's progressive policies around co-management of the fishery

10 FISHERIES MANAGEMENT COMMITTEE

Subject to the FDs agreement, to recommend the FMAs declaration by the Minister.

<p>Name: For Customary Authority: Chief</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For District Council Representative</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For Chairman of the Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For the Director of Fisheries</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For Secretary to the Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	



Landscape

Form 15: Community application for a Fisheries Management Committee

CUSTOMARY AUTHORITY	SIGNATURE	REG. CARD	DATE
DISTRICT			
PROVINCE			
FISHERIES MANAGEMENT AREA			
CUSTOMARY COMMUNITY SOCIETY			
FISHERIES MANAGEMENT COMMITTEE			
APPOINTED MEMBERS			
CHIEF'S REPRESENTATIVE			
DISTRICT COUNCIL REPRESENTATIVE			
THE STAKEHOLDER SOCIETY			
FISHING INDUSTRY			
AQUACULTURE INDUSTRY			
ELECTED MEMBERS			
VILLAGE FISHERMAN			
VILLAGE FISHERMAN			
VILLAGE FISHERMAN			
VILLAGE FISHERMAN			
VILLAGE FISHERMAN			
VILLAGE FISHERMAN			
MINISTER APPROVED MEMBERS			
MEMBER (SOCIETY)			
MEMBER (SOCIETY)			
CHAIRMAN			
VICE-CHAIRMAN			



Landsafe

Form 16: MoU for a Co-Management Agreement with the Department of Water Affairs

1 PARTIES

This document, proposes a co-agreement between the.....Trust representing theChiefdom and the Department of Water Affairs.

2 PURPOSE

For the WAD and the Trust to develop a co-management agreement for the optimum management of the chiefdom's water resources.

3 BACKGROUND

Water resources being an essential support to life, common resource regimes and the ecology, there is a need for the creation of a public-private partnership for its management, whereby chiefdoms take on their responsibilities for its care and management A major support project to Government concludes that in Zambia there is a:

- i) Lack of decentralised and sustainable structures that are accessible and provide for the participation of stakeholders/communities.
- ii) Lack of effective awareness programmes for all levels of water users/stakeholders including policy makers and legislators.
- iii) Lack of involvement of traditional authorities in water resources management (customary law).

N/B: Component 3 of the Danida Water Sector Programme Support (WSPS) is specifically addressing how to link proposed catchment/sub-catchment based institutions for water resources management to existing decentralised local government institutions such as the local authorities.

4 THE PRINCIPLES

The parties to abide by the following principles in the development of an agreement:

- i) The Department to consult the Trust on all matters affecting the water resources of the chiefdom
- ii) The Trust to co-operate with the Department on all water affairs and related matters

5 EXPECTED OUTCOMES

- i) The protection of a national asset
- ii) Establishing lines of communication between a chiefdom and Government
- iii) A contribution to customary community development and the conservation of the chiefdom
- iv) Support to GRZ policies of de-centralisation and public-private partnerships



Form 16 – continued

6 STANDING COMMITTEE

To facilitate the implementation of this agreement, the cooperating agencies each agree to designate a liaison officer to serve on a standing committee that will meet as needed.

<p>Name: For Customary Authority: Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For District Council Representative</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For Chairman of theTrust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For the Director of Water Affairs</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For Secretary to the Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	



Landsafe

Form 17 : Chiefdom landuser rights assignment under Lands (perpetual succession) Act

CHIEFDOM LANDUSER RIGHTS ASSIGNMENT

of

.....COMMUNITY GAME RANCH

.....CHIEFDOM

by

.....TRUST

TO

.....

.....DISTRICT

ZAMBIA

Form 17 – continued

WHEREAS theCustomary Authority and its successors in title (hereinafter referred to as “The Customary Authority”) has adopted the Landsafe chiefdom conservancy development model whereby it has created a duly registered institution as the custodian of land and natural resources of the chiefdom in order to attract investment partnerships and to enter into co-management agreements with the Government of the Republic of Zambia for the management of its renewable natural resources.

WHEREAS the Customary Authority having been granted the ‘**right to use and occupation of land under customary tenure**’ (**Lands Act of 1995: Section 8(3)**), has vested land known as the Community Game Ranch in that registered institution known as theTrust pursuant to the provisions of the Land (Perpetual Succession) Act of the Laws of Zambia.

WHEREAS the Chiefhas made application to ZAWA for registration of the Community Game Ranch, land vested in the Trust, with the rights to receive hunting quotas should the land remain unfenced (paying the requisite safari licence), or, if fenced, to receive the ownership of the wildlife stocks - for which a certificate of ownership will be issued and renewed annually - and also receiving a game ranch outfitters licence every year entitling it to conduct non-resident hunts.

WHEREAS the assignee is Indianrous of obtaining the assignment of certain contractual rights in respect of land from the Trust more particularly described in the terms and conditions hereunder specified.

WHEREAS the assignee has agreed to be assigned the contractual rights defined below.

Definitions

- i) **Assignor means theTrust**
- ii) **Assignee means**
- iii) **Chiefdom** means land under customary control
- iv)means the Community Game Ranch located
.....
- v) **Game ranch outfitters licence** means the permit issued by ZAWA entitling a fenced ranch to conduct non-resident hunting
- vi) **Landsafe** means the Landsafe customary commons model for development
- vii) **Assignor** means Chief and his headmen
- viii) **Quota** means the number of animals that can be hunted in a given year without reducing the ability of the remaining population to maintain or increase its numbers in the future
- ix) **Safari licence** means the permit issued by ZAWA entitling the unfenced ranch to conduct hunting safaris for non-residents
- x) **Trust** means theTrust



Form 17 – continued

1 REPRESENTATIONS AND WARRANTIES

On, theTrust, a registered institution representing theCustomary local community, received its registration certificate from the Registrar of Societies; and on, the Minister of Lands signed the certificate incorporating the Trust under the Lands (Perpetual Succession) Act and deposited it with the Registrar of Lands and Deeds.

2 COMMENCEMENT

The commencement of this assignment is

3 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the Laws of the Republic of Zambia.

4 ASSIGNEE OBLIGATIONS

The assignee covenants with the Trust and thechiefdom as follows:

- i) To ensure that he adheres to all existing laws
- ii) To provide a liaison officer as the representative
- iii) To adhere to a fire management and landuse plan with the Trust
- iv) To allow any Trust official, Chief, or Government representatives of those departments responsible for wildlife, forestry, fisheries and water to inspect the property, with reasonable notice to be given of such intention
- v) To actively patrol and safeguard the area
- vi) To employ persons in accordance with Laws of Zambia, or through the Community Resource Board by secondment.
- vii) In compliance with the landuse plan, and under Trust permit only, to allow, as much as possible, the continued operation by the.....customary community of controlled communal access rights to natural resources on
 - Annual thatching harvest
 - Honey-production concessionary rights
 - Seasonal medicinal plant harvest
 - An annual game harvesting quota for meat, subject to game stocks, and to be taken off by ranch management
 - Community access to hydro power
 - Community access to religious and traditional heritage sites

Or any other rights normally accorded the residents of the chiefdom who have full access to those renewable resources not owned by Government

5 TRUST CONTRACTUAL OBLIGATIONS

The Trust and thelocal customary community and its Customary Authority covenants with the assignee as follows:

- i) That the Trust adheres to all existing laws, fully recognizing its rights and that of the assignee under the Law of Contract
- ii) That the assignee be assigned the full rights to the use and enjoyment of the, in particular for the sustained use of its natural resources
- iii) That it agrees to communicate any problems it may be encountering with the assignee or its representative and workers and activities in an open and ready manner



Form 17 - continued

6 PERFORMANCE SECURITY BOND AND FEES

The Assignee undertakes to guarantee the following:

7 CUSTOMARY COMMUNITY BENEFITS

- i) To provide as full local employment as possible
- ii) To maintain public liability insurance
- iii) To allow controlled access to renewable resources

8 DISPUTE RESOLUTION AND ARBITRATION

The Parties resolve, in the event of a dispute, to adhere to the following:

- i) Good faith negotiations in the customary manner
- ii) Recourse to the Nyalugwe Advisory Committee
- iii) Mediation
- iv) Arbitration under the Arbitration Act No. 19 of 2000, which implements the model law on international commercial arbitration adopted by the United Nations Commission on International Trade Law in 1985 as well as the Geneva Protocol on Arbitration Clauses and the Geneva Convention on the Execution of Foreign Arbitral Awards and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- v) Adjudication in the Zambian Courts

9 VARIATION OF THE AGREEMENT

A change in the agreement would require the agreement of the Parties hereto in writing.

<p>Name: For Customary Authority: Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: Secretary:Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: Chairman,.....Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: Chairman,Community Resource Board</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: For ZAWA</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>



Landsafe

Form 18 : Chiefdom landuser cession to Trust Company limited by guarantee

CHIEFDOM LANDUSER CESSION

of

.....COMMUNITY GAME RANCH

.....CHIEFDOM

by

.....TRUST

TO

.....

.....DISTRICT

ZAMBIA

Form 18 – continued

WHEREAS theCustomary Authority and its successors in title (hereinafter referred to as “The Customary Authority”) has adopted the Landsafe chiefdom development model whereby it has created a duly registered institution as the custodian of land and natural resources of the chiefdom in order to attract investment partnerships and to enter into co-management agreements with the Government of the Republic of Zambia for the management of its renewable natural resources.

WHEREAS the Customary Authority having been granted the ‘**right to use and occupation of land under customary tenure**’ (**Lands Act of 1995: Section 8(3)**), has vested land known as theCommunity Game Ranch in that registered institution known as theTrust pursuant to the provisions of the Companies Act limited by guarantee of the Laws of Zambia

WHEREAS the Chiefhas made application to ZAWA for registration of the Community Game Ranch, land vested in the Trust, with the rights to receive hunting quotas should the land remain unfenced (paying the requisite safari licence), or, if fenced, to receive the ownership of the wildlife stocks - for which a certificate of ownership will be issued and renewed annually - and also receiving a game ranch outfitters licence every year entitling it to conduct non-resident hunts.

WHEREAS the assignee is Indianrous of obtaining the assignment of certain contractual rights in respect of land from the Trust more particularly described in the terms and conditions hereunder specified.

WHEREAS the assignee has agreed to be assigned the contractual rights defined below.

Definitions

- i) **Usufruct lessor****Customary Authority**
- ii) **Assignee means**
- iii) **Chiefdom** means land under customary control
- iv)means the Community Game Ranch located
.....
- v) **Game ranch outfitters licence** means the permit issued by ZAWA entitling a fenced ranch to conduct non-resident hunting
- vi) **Landsafe** means the Landsafe customary commons model for development
- vii) **Assignor** means Chief and his headmen
- viii) **Quota** means the number of animals that can be hunted in a given year without reducing the ability of the remaining population to maintain or increase its numbers in the future
- ix) **Safari licence** means the permit issued by ZAWA entitling the unfenced ranch to conduct hunting safaris for non-residents
- x) **Trust** means theTrust



Form 18 – continued

1 REPRESENTATIONS AND WARRANTIES

On, theTrust, a registered institution representing theCustomary local community, received its certificate of incorporation from the Registrar of Companies.

2 COMMENCEMENT

The commencement of this

3 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the Laws of the Republic of Zambia.

4 LESSEE OBLIGATIONS

The assignee covenants with the Trust and thechiefdom as follows:

- i) To ensure that he adheres to all existing laws
- ii) To provide a liaison officer as the representative
- iii) To adhere to a fire management and landuse plan with the Trust
- iv) To allow any Trust official, Chief, or Government representatives of those departments responsible for wildlife, forestry, fisheries and water to inspect the property, with reasonable notice to be given of such intention
- v) To actively patrol and safeguard the area
- vi) To employ persons in accordance with Laws of Zambia, or through the Community Resource Board by secondment.
- vii) In compliance with the landuse plan, and under Trust permit only, to allow, as much as possible, the continued operation by the.....customary community of controlled communal access rights to natural resources on:
 - Annual thatching harvest
 - Honey-production concessionary rights
 - Seasonal medicinal plant harvest
 - An annual game harvesting quota for meat, subject to game stocks, and to be taken off by ranch management
 - Community access to hydro power
 - Community access to religious and traditional heritage sites

Or any other rights normally accorded the residents of the chiefdom who have full access to those renewable resources not owned by Government

5 TRUST CONTRACTUAL OBLIGATIONS

The Trust and thelocal customary community and its Customary Authority covenants with the lessee as follows:

- i) at the Trust adheres to all existing laws, fully recognizing its rights and that of the assignee under the Law of Contract
- ii) That the lessor be assigned the full rights to the use and enjoyment of the, in particular for the sustained use of its natural resources
- iii) That it agrees to communicate any problems it may be encountering with the assignee or its representative and workers and activities in an open and ready manner



Form 18 – continued

6 PERFORMANCE SECURITY BOND AND FEES

The Lessor undertakes to guarantee the following:

7 CUSTOMARY COMMUNITY BENEFITS

- i) To provide as full local employment as possible
- ii) To maintain public liability insurance
- iii) To allow controlled access to renewable resources

8 DISPUTE RESOLUTION AND ARBITRATION

The Parties resolve, in the event of a dispute, to adhere to the following:

- i) Good faith negotiations in the customary manner
- ii) Recourse to the.....Advisory Committee
- iii) Mediation
- iv) Arbitration under the Arbitration Act No. 19 of 2000, which implements the model law on international commercial arbitration adopted by the United Nations Commission on International Trade Law in 1985 as well as the Geneva Protocol on Arbitration Clauses and the Geneva Convention on the Execution of Foreign Arbitral Awards and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
- v) Adjudication in the Zambian Courts

9 VARIATION OF THE AGREEMENT

A change in the agreement would require the agreement of the Parties hereto in writing.

<p>Name: For Customary Authority: Chief.....</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: Secretary,.....Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: Chairman,Trust</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	<p>Name: Chairman,Community Resource Board</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>
<p>Name: For</p> <p>Date: _____ at _____</p> <p>Signature: _____</p>	



Landsafe

Form 19: Project proposal template

<p>1 PROJECT NAME The name should capture the project's broad objectives</p> <p>2 PROTECTED AREA Supported by a map</p> <p>3 IMPLEMENTING PARTNER</p> <p>4 PROPOSED PROJECT DURATION</p> <p>5 BRIEF BACKGROUND</p> <p>6 PARTNERS INVOLVED IN PROJECT AND THEIR RESPECTIVE RESPONSIBILITIES These are the principal members – having signed an MoU - promoting accountability and good practice, requiring a degree of mutuality and care in order to respect, protect, and make use of a fellow partner organisation's identity. Partners must be tolerant of sharing some power and be willing to adapt and be flexible in the interests of maximizing the project partnership efficiency in order to achieve the project's agreed objectives.</p> <p>7 STAKEHOLDERS INVOLVED IN PROJECT Briefly describe stakeholder groups that will be involved in the project, and also those that will be affected by the project.</p> <p>8 PROJECT RATIONAL AND OBJECTIVES State why the project is being put forward and just what it proposes to achieve.</p> <p>9 EXPECTED OUTCOMES Describe the expected results of the project.</p> <p>10 PLANNED OUTPUTS AND ACTIVITIES TO ACHIEVE OUTCOMES Identify what specific outputs (name of main task) and activities (actions under each main task) the project will undertake in order to achieve the expected outcomes (results) i.e. (main heading: Outputs; sub-heading: Activity).</p> <p>11 TIME FRAME FOR OUTPUTS AND ACTIVITIES SO AS TO ACHIEVE OUTCOMES This should identify what specific activities and their completion dates the project will undertake to achieve expected outcomes in detail, for example.</p> <table border="1"> <thead> <tr> <th>Output: Activity</th> <th>Responsible person /org.</th> <th>Duration</th> <th>Expected start and completion dates</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>12 ESTIMATED BUDGET This should include the estimated project development and executing costs over the projected life of the project and should indicate both the potential sources of funding as well as funds already sourced.</p> <p>13 MONITORING AND EVALUATION OF PROJECT PROGRESS This should identify the way in which the results of the project will be assessed against the stated objectives.</p> <p>14 ILLUSTRATION OF PROTECTED AREA Provide a map</p> <p>15 FINANCIAL PROJECTIONS (THREE YEARS)</p>				Output: Activity	Responsible person /org.	Duration	Expected start and completion dates				
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