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. 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.

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 the …………………….Chiefdom, 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 the …………………………….Chiefdom 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: ______________________________________________________________________
Form 2: Landuser rights cession: Customary Authority to Chiefdom Society

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.

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.

3 MUTUAL INTEREST OF THE PARTIES
The ……………………………Society is in existence to oversee the development of the conservancy and its management. Its objectives are:

| 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 |
| vi) | To provide the necessary incentives for both investors and the chiefdom to enter into 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 |
### 4 SUBSTANCE OF AGREEMENT

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

<table>
<thead>
<tr>
<th>Name: For Customary Authority: Chief</th>
<th>Name: For Customary Authority: Chief</th>
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Name: For Customary Authority: Headman

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |

Name: For Customary Authority: Headman

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |

Name: For District Council Representative

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |

Name: or Representative CRB

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |

Name: For Representative Customary Community Society

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |

Name: For Landsafe Facilitator

| …………………………………………... | …………………………………………... |
| Date: ___________ at ____________  | Date: ___________ at ____________  |
| Signature: ______________________ | Signature: ______________________ |
FORM 3:  Petition to the Minister of Lands

COMMUNITY TRUST INCORPORATION

PROPOSED TRUST DEED

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 intended 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 the ……………………..Customary 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
   (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.

326
(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 hereunto set their hands and seals the day and year first before written.

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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)

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Chairman
Chief’s rep.
Co-ordinator
Member
Member
Member
Member
Member

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Chief
Chairman District Council
Chairman CRB

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<th>ZAWA APPROVAL</th>
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For Director-General

Date: __________________________
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 develop a co-management agreement for the ……………………. chiefdom 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 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:
   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 chiefdom 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 Chiefdom:
   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
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.

<table>
<thead>
<tr>
<th>Chairman CRB</th>
<th>Date: _____________________ at ____________________________________________</th>
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| Name:        | Chairman of Trust | Signature: ___________________________________________________________________
| Date:        | _____________________ at ___________________________________________________ |
| Signature:   | ______________________________________________________________________ |

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<tr>
<th>Name: Chief</th>
<th>Date: _____________________ at ____________________________________________</th>
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<td>Signature:</td>
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<tr>
<th>Name: FOR ZAWA</th>
<th>Date: _____________________ at ____________________________________________</th>
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   ……………………………………TRUST CHAIRMAN   SIGNATURES
   ……………………………………Patron
   ……………………………………FOR ZAWA

DATE: _____________________________

FOR ……………………………………SEASON
Form 7: Game Quota cession by Trust to the investor  

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........................................................................CRB CHAIRMAN
........................................................................CRB Patron
........................................................................ZAWA: DG.

SIGNATURES

Date: ________________________________
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, the ........................................... Trust 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.
Form 9: Conservancy land-use planning template

1 INTRODUCTION
1.1 Reasons for the conservancy development
1.2 Aims and objectives

2 PRESENT SITUATION
2.1 Physical data
2.1.1 Area and situation
2.1.2 Soils and vegetation
2.1.3 Water resources
2.1.4 Livestock potential
2.1.5 Irrigation potential
2.1.6 Crop potential
2.1.7 Wildlife potential
2.2 Socio-economic data
2.2.1 History of the area
2.2.2 Demographic structure
2.2.3 Existing land-use and land tenure
2.2.4 Type and level of animal and crop production
2.2.5 Wildlife consumptive and non-consumptive use
2.2.6 Sources and levels of income
2.2.7 Market possibilities (local and regional)

2.3 Existing social services
2.3.1 Education
2.3.2 Health
2.3.3 Marketing and requisites supply
2.3.4 Extension and services
2.3.5 Transport and communications

3 PROPOSED CONSERVANCY SCHEME
3.1 Physical Layout
3.1.1 General plan total area
3.1.2 Type and size of enterprises
3.1.3 Roads
3.1.4 Clearing
3.1.5 Fields fencing
3.1.6 Water supplies and irrigation
3.1.7 Conservation works
3.1.8 Buildings sighting and layout
3.1.9 Lodge sites
3.1.10 Camp sites
3.1.11 Airstrips
3.2 Conservancy Plan
3.2.1 Agriculture

3.2.1.1 Proposed food security programme
3.2.1.2 Methods of cultivation
3.2.1.3 Livestock programme
3.2.1.4 Irrigation programme
3.2.1.5 Cost/profit analysis
3.2.1.6 Credit facilities
3.2.1.7 Transport and marketing
3.2.2 Conservancy members use
3.2.2.1 Camp rentals
3.2.2.2 Vehicle roaming
3.2.2.3 Services
3.2.2.4 Hunting safaris
3.2.3 Tourism lodge-based
3.2.4.1 Site leases
3.2.4.2 Vehicle roaming
3.2.5 Tourism village-based
3.2.6 Tourism educational and scientific
3.2.7 Administration of the scheme
3.3.1 Organisation
3.3.2 Management
3.3.3 Staff requirements
3.3.4 Labour requirements
3.3.5 Form and conditions of contracts or agreements
3.3.6 Fees and charges
3.4 Auxiliary services required
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

4 ECONOMIC APPRAISAL
4.1 Costs (capital and recurrent)
4.2 Returns
4.3 Cash flow budget
4.4 Social cost/benefit analysis
4.5 Monitoring and evaluation

5 IMPACTS ASSESSMENT
5.1 Short
5.2 Medium
5.3 Long term

6 SUMMARY AND CONCLUSION
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 the …………………Trust 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 the …………………………Trust 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. The ……………………………to 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.

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<thead>
<tr>
<th>Name: For Chairman: .................................................</th>
<th>Name: For Chief ..........................</th>
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<tbody>
<tr>
<td>Community Resource Board</td>
<td>Date: ___________ at ________________</td>
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<td>Signature: ______________________________</td>
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<tr>
<td>Name: For Secretary Natural Resources</td>
<td>Date: ___________ at ________________</td>
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<td>………………………………………………………………CRB</td>
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<td>Name: For Chairman of the ……………….Trust</td>
<td>Date: ___________ at ________________</td>
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<tr>
<td>Name: For District Council Representative</td>
<td>Date: ___________ at ________________</td>
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Name: For Chairman: …………………………
Community Resource Board
Date: ___________ at ________________
Signature: ______________________________

Name: For Secretary Natural Resources
Date: ___________ at ________________
Signature: ______________________________

Name: For Chairman of the ……………….Trust
Date: ___________ at ________________
Signature: ______________________________

Name: For District Council Representative
Date: ___________ at ________________
Signature: ______________________________

Name: For Chief …………………………….
Date: ___________ at ________________
Signature: ______________________________

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Date: ___________ at ________________
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Date: ___________ at ________________
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Name: For Chief …………………………….
Date: ___________ at ________________
Signature: ______________________________

Name: For Chief …………………………….
Date: ___________ at ________________
Signature: ______________________________
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 the ……………………………..Trust

2 PURPOSE
For the Trust and ZAWA to develop a co-management agreement for the ……………………………..section of the ……………………………..National 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 the ……………………………..Trust as a full partner in a public-private partnership for the co-management 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 the ………………………..National Park and the sustained benefit streams to the ………………………..chiefdom.
7 **AGENCY RESPONSIBILITIES**
   7.1 ZAWA to ensure the historical rights of the ………………..chiefdom 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.

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<th>Name: For Chairman: ……………….Trust</th>
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<th>Name: For Chairman</th>
<th>Name: For Zambia Wildlife Authority</th>
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<td>………………………………………..CRB</td>
<td>Name: For Secretary of the ………….Trust</td>
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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 the
……………………………… chiefdom.

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 the ………………Trust 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 the ……………………Trust 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.
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.

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<tr>
<td>Name: Secretary of the</td>
<td>Name: Director Forestry</td>
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<td>Department ___________________________</td>
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FORM 13: MoU for a Joint Management Agreement for gazetted forest

PARTIES
This document, proposes an agreement between the……….Trust and the Forestry Department (FD).

PURPOSE
For the FD and the Trust to develop a co-management agreement for the ……………………..Forest contiguous to the ……………………..chiefdom.

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.

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.

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.

MUTUAL INTEREST OF THE PARTIES
To ensure the conservation of the forest and an equitable sharing of benefits between the Trust and the FD.

AGENCY RESPONSIBILITIES
To jointly ensure the conservation of the Forest
i) The Trust would ensure that an agreed management plan for the area is implemented
The FD would be responsible for full assistance and advice regarding forest management

SUBSTANCE OF AGREEMENT
The cooperating agencies agree to share information of mutual concern and interest regarding the Forest

EXPECTED OUTCOMES
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

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: Trust Chairman ……………………… Date: ___________ at ______________________
Signature: ________________________________

Name: Chief……………………………………….. Date: ___________ at ______________________
Signature: ________________________________

Name: Secretary of the Trust…………………….. Date: ___________ at ______________________
Signature: ________________________________

Name: Director FD…………………………….. Date: _________ at _________________________
Signature: ________________________________
Form 14: MoU for a Joint Management Agreement with the Fisheries Department

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

2 PURPOSE
An application to the FD to register the riparian areas of the ..........................chiefdom as a Fisheries Management Area under the .................................Trust, 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 the .................................Trust, representing ..............................chiefdom, 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 the ..............................chiefdom 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.

Name: For Customary Authority: Chief
Date: __________ at __________________
Signature: ____________________________

Name: For District Council Representative
Date: __________ at __________________
Signature: ____________________________

Name: For Chairman of the
…………………………………………..Trust
Date: __________ at __________________
Signature: ____________________________

Name: For the Director of Fisheries
Date: __________ at __________________
Signature: ____________________________

Name: For Secretary to the Trust
Date: __________ at __________________
Signature: ____________________________
Form 15: Community application for a Fisheries Management Committee

<table>
<thead>
<tr>
<th>CUSTOMARY AUTHORITY</th>
<th>SIGNATURE</th>
<th>REG. CARD</th>
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<td>APPOINTED MEMBERS</td>
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<td>CHIEF’S REPRESENTATIVE</td>
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<td>DISTRICT COUNCIL REPRESENTATIVE</td>
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<td>THE STAKEHOLDER SOCIETY</td>
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<td>ELECTED MEMBERS</td>
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<td>CHAIRMAN</td>
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<td>VICE-CHAIRMAN</td>
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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 the ………………………….Chiefdom 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
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.

<table>
<thead>
<tr>
<th>Name: For Customary Authority: Chief…………………………………..…</th>
<th>Name: For District Council Representative</th>
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</thead>
<tbody>
<tr>
<td>Date: ____________ at ______________</td>
<td>Date: ____________ at ______________</td>
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<td>Signature: _________________________</td>
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<tr>
<th>Name: For Chairman of the ……………………………….Trust</th>
<th>Name: For the Director of Water Affairs</th>
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<tbody>
<tr>
<td>Date: ____________ at ______________</td>
<td>Date: ____________ at ______________</td>
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<tr>
<td>Signature: _________________________</td>
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<tr>
<th>Name: For Secretary to the Trust</th>
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CHIEFDOM LANDUSER RIGHTS ASSIGNMENT

of

..................................COMMUNITY GAME RANCH

..................................CHIEFDOM

by

........................................TRUST

TO

........................................

......................................DISTRICT

ZAMBIA
WHEREAS the …………………Customary 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 the …………………Trust pursuant to the provisions of the Land (Perpetual Succession) Act of the Laws of Zambia.

WHEREAS the Chief ……………………..has 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 the …………………..Trust
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 the …………………………………..Trust
FORM 17 – CONTINUED

1 REPRESENTATIONS AND WARRANTIES
On ……………., the ……………………………………Trust, a registered institution representing the ………………………Customary 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 the …………….chiefdom 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 the ……………….local 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
   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.

<table>
<thead>
<tr>
<th>Name: For Customary Authority:</th>
<th>Name: Secretary: ......................... Trust</th>
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<tbody>
<tr>
<td>Chief……………………………………………</td>
<td>Date: ______________ at __________________</td>
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<td>Signature: _______________________________</td>
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<td>Date: ___________ at __________________________</td>
<td>Date: ___________ at __________________</td>
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<tr>
<td>Signature: _____________________________________</td>
<td>Signature: _______________________________</td>
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<tr>
<td>Name: Chairman,……………………..Trust</td>
<td>Name: Chairman, .......................Community</td>
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<td>Resource Board</td>
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<td>Signature: __________________--------------------</td>
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<td>Name: For ........................................</td>
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<td>Name: For ZAWA</td>
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<td>Date: ___________ at __________________________</td>
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<td>Signature: _____________________________________</td>
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</table>
CHIEFDOM LANDUSER CESSION

of

.............................COMMUNITY GAME RANCH

.............................CHIEFDOM

by

.............................TRUST

TO

.............................DISTRICT

ZAMBIA
WHEREAS the ………………Customary 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 the ………………Community Game Ranch in that registered institution known as the …………………Trust pursuant to the provisions of the Companies Act limited by guarantee of the Laws of Zambia.

WHEREAS the Chief …………………has 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) Chieftdom 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 the …………………………………..Trust
1 REPRESENTATIONS AND WARRANTIES
On ……………., the ……………………………….Trust, a registered institution representing the …………………….Customary 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 the …………….chiefdom 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 the ……………….local 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
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.

| Name: For Customary Authority: Chief…………………………………………………. | Name: Secretary,…………………………Trust |
| Date: ___________ at ______________ | Date: ___________ at ______________ |
| Signature: ______________________________ | Signature: ______________________________ |

| Name: Chairman, ……………….Community Resource Board | Name: Chairman, ……………..Trust |
| Date: ___________ at ______________ | Date: ___________ at ______________ |
| Signature: ______________________________ | Signature: ______________________________ |

| Name: For ……………………………………… | |
| Date: ___________ at ______________ | Signature: ______________________________ |
Form 19: Project proposal template

1 PROJECT NAME
The name should capture the project’s broad objectives

2 PROTECTED AREA
Supported by a map

3 IMPLEMENTING PARTNER

4 PROPOSED PROJECT DURATION

5 BRIEF BACKGROUND

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.

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.

8 PROJECT RATIONAL AND OBJECTIVES
State why the project is being put forward and just what it proposes to achieve.

9 EXPECTED OUTCOMES
Describe the expected results of the project.

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).

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.

<table>
<thead>
<tr>
<th>Output: Activity</th>
<th>Responsible person /org.</th>
<th>Duration</th>
<th>Expected start and completion dates</th>
</tr>
</thead>
</table>

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.

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.

14 ILLUSTRATION OF PROTECTED AREA
Provide a map

15 FINANCIAL PROJECTIONS (THREE YEARS)