



Memorandum of Understanding

for

Implementation of Pilot Activities for Community-based Sustainable Forest
Resources Management

amongst

Falake Community (Ward 4, West Kwara'ae Constituency, Malaita Province)

and

Ado Rural Farmers Association Inc.

and

Ministry of Forest and Research, Solomon Islands Government

and

The Project on Capacity Development for Sustainable Forest Resources
Management in Solomon Islands

on

26th November 2018



1. Parties to the MOU

This Memorandum of Understanding (MOU), is an agreement signed into on 26th November 2018 by following parties, hereinafter collectively referred to as the “Parties” and individually referred to as the “Party”.

- Falake Community (the Community)
- Ado Rural Farmers Association Inc. (the Association)
- Ministry of Forest and Research (MOFR)
- The Project on Capacity Development for Sustainable Forest Resources Management (the Project)

2. Purpose of the MOU

The purpose of this MOU is to ensure a common understanding amongst the Community, the Association, MOFR and the Project, and to establish a collaborative working partnership amongst the abovesaid Parties which strives for the following goals:

- Development and implementation of Community-based Sustainable Forest Resources Management (CBSFRM) activities, which shall pursue potentially one or more of the following objective(s);
 - Improvement of timber stand in the Community’s reforestation plots for maximizing return.
 - Reduction of forest degradation caused by commercial logging operation in the Community’s lands.
 - Rehabilitation of logged-over forest for establishment of production forest, through reforestation and enrichment activities.
 - Sustainable protection and conservation of remaining intact forests in reserved forest area.
 - Development of the Community’s capacity to carry out processing of timbers and other wood products;
 - Development of the Community’s capacity to implement appropriate silviculture works, agroforestry activities, product marketing activities, and other forest resources management works in the forests; and,
 - Exploration and implementation of possible alternative options for income generation.

3. Community-based Sustainable Forest Resources Management (CBSFRM)

3.1 CBSFRM stipulated in this MOU is defined as community-driven and community-owned initiatives of the forest resources management on the Community’s lands, through appropriate planning and implementation, so as to sustain those resources for future generation;

3.2 CBSFRM shall be initiated, developed and implemented by the Community, utilizing their available resources in the Community. CBSFRM is NOT a financial assistance or instrument provided from MOFR or the Project;

3.3 As all the resources belong to the Community, the Community will be responsible to mobilize and



contribute their own resources to implement CBSFRM activities in order to achieve abovementioned goals by themselves;

- 3.4 Although MOFR shall not provide financial assistance to the Community and CBSFRM activities, MOFR shall play a vital role of CBSFRM activities, through providing technical support (such as consultation, capacity development trainings, advices), providing/leasing required machineries and other equipment, and carrying out joint monitoring and evaluation on CBSFRM activities with the Community;
- 3.5 CBSFRM shall be developed based on collaboration and cooperation with good rapport and relationship between the Community and MOFR;
- 3.6 CBSFRM activities shall be implemented in accordance with Community-based Sustainable Forest Resource Management Plan (CBSFRM Plan). CBSFRM Plan will define the planned forestry and other concerned activities (such as inventory, yield calculation, harvesting, silviculture, protection and monitoring) and its guidelines, specifying objectives, modality and arrangements for community-based sustainable forest resources management.

4. Roles and Responsibilities

4.1 The Community agrees to:

- 4.1.1 Comply with the purpose of this agreement and to achieve the abovementioned goals;
- 4.1.2 Mobilize community members for meetings, workshops and other required activities (if any) to develop and implement CBSFRM Plan and its activities;
- 4.1.3 Be responsible for undertaking CBSFRM activities with support from the Association, MOFR and the Project;
- 4.1.4 Secure and allocate adequate human resources and lands for CBSFRM activities;
- 4.1.5 Participate in activities carried out by MOFR and the Project (such as surveys, planning, trainings);
- 4.1.6 Comply with the rules and guidelines to be defined in CBSFRM Plan;
- 4.1.7 Maintain effective and smooth communications amongst community members as well as with MOFR, regarding all aspects of CBSFRM activities in the Community;
- 4.1.8 Commit to attend regular forest management meetings organized by the Association with continuous motivations and provide MOFR and the Project with updates after the meetings;
- 4.1.9 Provide venues, accommodation, generators, catering services and other necessary services and facilities to MOFR and the Project for workshops, trainings, meetings, and other required activities facilitated by MOFR and the Project. Rate of hire will be determined by the Community but should be minimum;
- 4.1.10 Ensure to equally share the information and knowledges obtained from MOFR and the Project amongst community members, including women and the youth;
- 4.1.11 Encourage equal participation of men and women in the Community in trainings, workshops and other CBSFRM activities;
- 4.1.12 Ensure to equally and fairly share all benefits obtained from CBSFRM activities amongst community members, including women and youth;



- 4.1.13 Respect MOFR officers as well as JICA experts and provide them with appropriate security when they are in and around the Community;
- 4.1.14 Participate monitoring and evaluation (M&E) organized by the Association and MOFR, supported by the Project
- 4.1.15 Be responsible for solving any community-related issues and/or disputes that might affect implementation of the pilot activities.

4.2 The Association agrees to:

- 4.2.1 Lead and facilitate the development and implementation of CBSFRM Plan (including Land Use Plan and Activity Plan);
- 4.2.2 Provide the community with technical assistances for implementation of CBSFRM activities;
- 4.2.3 Collaborate and help coordinating activities carried out by MOFR and the Project (such as surveys, planning, trainings);
- 4.2.4 Facilitate the Community to comply with the rules and guidelines to be defined in CBSFRM Plan;
- 4.2.5 Organize regular forest management meetings and provide MOFR and the Project with updates after the meetings;
- 4.2.6 Facilitate the Community for maintaining effective and smooth communications amongst community members as well as with MOFR, regarding all aspects of CBSFRM activities in the Community;
- 4.2.7 Be responsible for proper management and maintenance of the machineries, tools, equipment and materials (if any) procured by MOFR/the Project and leased/provided to the Community for CBSFRM activities;
- 4.2.8 Facilitate the Community to equally share the information and knowledges obtained from MOFR and the Project amongst community members, including women and the youth;
- 4.2.9 Organize and facilitate monitoring and evaluation (M&E) jointly with MOFR, supported by the Project, and lead reviewal of CBSFRM Plan based on the results of M&E periodically.

4.3 MOFR agrees to:

- 4.3.1 Ensure the engagement of appropriate officers from both HQ and Provincial Office for planning and implementing CBSFRM activities at the Community;
 - 4.3.2 Ensure the engagement of appropriate officers from both HQ and Provincial Office for any activities to be implemented by the Project (such as surveys and analysis);
 - 4.3.3 Provide necessary technical support and facilitation to the Community and the Association to develop and finalize CBSFRM Plan;
 - 4.3.4 Provide necessary technical advice, information, trainings, awareness-raising supports, equipment and materials to the Community and the Association for implementing CBSFRM activities;
 - 4.3.5 Ensure close communications with the Community and the Association, in order to avoid any
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breakdown in communications and collaborations;

- 4.3.6 Visit the Community regularly and review, monitor and evaluate the progress of CBSFRM activities jointly with the Community and the Association;
- 4.3.7 Accommodate the cost of travels and activities carried out by MOFR and the Project, sharing with the Project (such as food, accommodation, venue, transport, and fuel); and,
- 4.3.8 Help the Community and the Association seek suitable partners, resources and technical expertise as required, for implementing CBSFRM activities.

4.4 The Project agrees to:

- 4.4.1 Provide MOFR with necessary supports required for CBSFRM activities at the Community;
- 4.4.2 Support MOFR to provide and/or lease required equipment and materials (if any), including machineries and tools, to the Association and/or the Community for implementing CBSFRM activities;
- 4.4.3 Support MOFR to design and carry out base-line, mid-line and end-line surveys at the Community for proper monitoring and evaluation on CBSFRM activities;
- 4.4.4 Accommodate the cost of travels and activities carried out by MOFR and the Project, sharing with MOFR; and,
- 4.4.5 Support travel-related costs of community representatives when required to travel away from home [overnight] as a part of CBSFRM activities. This will require prior approval by both MOFR and the Project.

5. Terms of the MOU

- 5.1 All Parties acknowledge that this MOU is not legally binding on either Party and shall not be construed as creating a legal partnership, joint venture or agency partnership; provided, however, all Parties shall respect this MOU as a formal agreement to work together for CBSFRM activities and shall endeavour to fulfil the all the requirements and adhere to the roles and responsibilities as well as terms defined herein;
- 5.2 This MOU shall not prevent either Party from signing on similar agreements with other partner agencies, organizations or communities;
- 5.3 This MOU is set force immediately upon its signing by representatives of all Parties, and is valid for ONE YEAR from the date of signing. The renewal of the MOU can be made by the Parties only by mutual consent of all Parties every year until February 2022. The renewal of the MOU shall be completed before the Christmas;
- 5.4 This MOU may be amended or modified by the Parties only by mutual written consent of all Parties;
- 5.5 This MOU may be terminated before the expiry date by either party by giving no less than ONE MONTH's notice in writing. However, the notice of termination shall only be given after official consultation meeting(s) to be held among all Parties;
- 5.6 In case of force-majeure events (such as, but not limited to, natural disasters and/or deterioration of public safety), either Party may terminate this MOU and neither Party shall be liable to the other Party/Parties for any damage and/or loss caused by the event of force



majeure;

- 5.7 All commitment defined herein for CBSFRM activities are subject to change in accordance to the budget availability of MOFR and/or the Project;
- 5.8 In the event of non-compliance or breach of this MOU caused by fraud, and/or misrepresentation by one of the Parties, or conflict of interests and/or serious disputes amongst the Parties, either Party or Parties may terminate this MOU with an immediate effect; and,
- 5.9 Intellectual property rights, including any research materials, findings and other products arising from the CBSFRM activities shall in general be shared by the Parties. For actual release of such information, a Party shall consult with the other Parties for their consent prior to release of such information.

6. Settlement of Dispute

- 6.1 Disputes regarding this MOU and/or CBSFRM activities, in case of arising, shall be solved through consultation and negotiations. All Parties shall commit to settling such disputes under the Laws of Solomon Islands that governs such MOU. Either Party may call a meeting to discuss and resolve such disputes;
- 6.2 In case of community-related issues, problems and complaints, MOFR will assist the Community to solve such problems as a third party, by providing information such as contact(s) for the Community and provision of professional advice in a timely and confidential manner whilst MOFR shall not be liable for any concerned outcome(s).

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7. Signatories

In witness whereof the parties hereto have set their hands and seals on the day and year first before written;

Ministry of Forest and Research

The Project on Capacity Development for Sustainable Forest Resources Development

➤ Name

➤ Position title

➤ Signature

➤ Date

Falake Community

➤ Name

➤ Position title

➤ Signature

➤ Date

➤ Name

➤ Position title

➤ Signature

➤ Date



Ado Rural Farmers Association Inc.

➤ Name

➤ Position title

➤ Signature

➤ Date

➤ Name

➤ Position title

➤ Signature

➤ Date

Witnessed by

➤ Name

➤ Position title

➤ Signature

➤ Date