



**LEGAL NOTICE NO. ....**

**THE FOREST CONSERVATION AND MANAGEMENT ACT,  
(CAP 385)**

**THE DRAFT FOREST CONSERVATION AND MANAGEMENT (PARTICIPATION IN  
SUSTAINABLE FOREST MANAGEMENT) REGULATIONS, 2025**

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**THE FOREST CONSERVATION AND MANAGEMENT ACT, 2016  
(CAP 385)**

**IN EXERCISE** of the powers conferred by section 71 (1) of the Forest Conservation and Management Act CAP 385, the Cabinet Secretary for Environment, Climate Change and Forestry, on the recommendation of the Board, makes the following Regulations—

<b>THE DRAFT FOREST CONSERVATION AND MANAGEMENT (PARTICIPATION IN SUSTAINABLE FOREST MANAGEMENT) REGULATIONS, 2025</b>		
<b>PART I—PRELIMINARY</b>		
<b>1.</b>	These Regulations may be cited as the Forests Conservation and Management (Participation in Sustainable Forest Management) Regulations, 2025.	<b>Citation.</b>
<b>2.</b>	<p>In these Regulations, unless the context otherwise requires—</p> <p style="padding-left: 40px;"><b>“Act”</b> means the Forest Conservation and Management Act, CAP 385;</p> <p style="padding-left: 40px;"><b>“authorisation”</b> includes a permit, silvicultural contract and community forest management agreement;</p> <p style="padding-left: 40px;"><b>“Board”</b> has the meaning assigned under the Act;</p> <p style="padding-left: 40px;"><b>“community”</b> has the meaning assigned to it under the Act;</p> <p style="padding-left: 40px;"><b>“community forest association”</b> has the meaning assigned to it under the Act;</p> <p style="padding-left: 40px;"><b>“forest management agreement”</b> means an agreement between the Service and a community forest association, county government, or any person or organization for the purpose of managing a Public or community forest;</p> <p style="padding-left: 40px;"><b>“forest management plan”</b> has the meaning assigned under the Act;</p> <p style="padding-left: 40px;"><b>“forest station”</b> means a station manned by forest manager;</p>	<b>Interpretation.</b>

	<p><b>“participatory forest management”</b> means a forest management approach, which deliberately involves the forest adjacent communities and other stakeholders in management of forests within a framework that contributes to community’s livelihoods;</p> <p><b>“participatory forest management plan”</b> means a five-year plan prepared to guide the Service, a community forest association and other stakeholders in the management, conservation and utilization of a specific forest area in all practices that will minimize adverse environmental effects and improve livelihoods,</p> <p><b>“provisional forest”</b> has the meaning assigned to it under the Act;</p> <p><b>“public forest”</b> has the meaning assigned to it under the Act;</p> <p><b>“Service”</b> has the meaning assigned to it under the Act;</p> <p><b>“silvicultural contract”</b> means a contract entered into by the community forest association to carry out forest management practices; and</p> <p><b>“Tribunal”</b> means the National Environment Tribunal established under section 125 (1) of the Environmental Management and Co-ordination Act, 1999.</p>	
3.	<p>These Regulations shall—</p> <p>(1) apply in the sustainable management of public forests;</p> <p>(2) be applied by a County Government where applicable, in the management of community forests; and</p>	<b>Application.</b>

	(3) apply in the management of provisional forests declared as such under section 35 of the Act.	
4.	<p>The objective of these Regulations shall be to provide for—</p> <p>(1) the procedure for involving the community and other stakeholders in the participation of sustainable forest management; and</p> <p>(2) the manner in which community forest association may exercise a right or privilege conferred upon them under the Act.</p>	<b>Object and Purpose of the Regulations.</b>
<b>PART II — COMMUNITY PARTICIPATION</b>		
5.	A person who wishes to form a community forest association shall comply with the provisions of section 48 of the Act and may apply to the Service for assistance.	<b>Formation of Community Forest Association</b>
6.	<p>(1) Upon formation of the community forest association in accordance with the provisions of the Act and the Societies Act, the registered community forest association may apply to the Service for permission to participate in the conservation and management of a public forest, in Form A set out in the Schedule.</p> <p>(2) The application made under sub-regulation (1) shall comply with the provisions of section 48(3) of the Act and be accompanied by the following additional documents—</p> <p>(a) a progress report of community forest association activities;</p> <p>(b) site specific local operational guidelines;</p> <p>(c) the community forest association registration certificate; and</p> <p>(d) such other information as the Chief Conservator of Forests may require.</p>	<b>Application to participate in forest management</b>

	<p>(3) Where the Chief Conservator of Forests requires additional information from the applicant in accordance with sub-regulation (2) the Chief Conservator of Forests shall notify the applicant in Form B set out in the Schedule.</p>	
<b>7.</b>	<p>(1) The Chief Conservator of Forests shall approve an application for permission to participate in the conservation and management of a public forest made under regulation 7 where—</p> <p style="padding-left: 40px;">(a) there is no other community forest association managing that public forest; and</p> <p style="padding-left: 40px;">(b) the applicants meet the requirements specified in the Act and these Regulations.</p> <p>(2) Where an application is approved under sub-regulation (1), the Chief Conservator of Forests shall notify the applicant of the approval in Form C set out in the Schedule, within thirty days of the decision.</p>	<b>Approval of application</b>
<b>8.</b>	<p>(1) The Chief Conservator of Forests shall reject an application for permission to participate in the conservation and management of a public forest made under regulation 7 where—</p> <p style="padding-left: 40px;">(a) there's an existing community forest association managing that public forest; or</p> <p style="padding-left: 40px;">(b) the applicants fail to meet the requirements specified in the Act and these Regulations.</p> <p>(2) Where an application is rejected under sub-regulation (1), the Chief Conservator of Forests shall notify the applicant of the reasons for the rejection in Form D set out in</p>	<b>Rejection of application</b>

	<p>the Schedule within thirty days of the decision.</p> <p>(3) An applicant aggrieved by the decision of the Chief Conservator of Forests may appeal to the Tribunal.</p>	
<p><b>9.</b></p>	<p>(1) For the purpose of community participation, the management unit for a forest shall comprise of —</p> <p style="padding-left: 40px;">(a) the forest area under the jurisdiction of one forest station; or</p> <p style="padding-left: 40px;">(b) where geographical factors make separation of the unit into blocks more practical, individual forest blocks within the jurisdiction of one forest station.</p> <p>(2) Each community forest association shall be restricted to a specific management unit and the Service may make a decision as to whether the parties shall develop individual participatory forest management plans for each management unit or a combined participatory forest management plan covering more than one unit.</p> <p>(3) Where more than one community forest association makes an application in respect of the same management unit, the Service shall direct the various community forest associations to consolidate into one association for purposes of the application and management of the unit.</p> <p>(4) Where the community forest associations fail to consolidate into one association under sub regulation (3), the Service may enter into an agreement with the community forest association that has the capacity to implement the activities set out in the forest management plan using a prescribed criterion.</p>	<p><b>Area and purpose for participation</b></p>

<p><b>10.</b></p>	<p>(1) A community forest association that has been granted permission to participate in the conservation and management of a public forest under regulation 8 shall—</p> <ul style="list-style-type: none"> <li>(a) comply with the provisions of section 49 of the Act;</li> <li>(b) assist the Service to protect and control access to the forest area by persons not part of the community;</li> <li>(c) assist the Service to control restricted activities within the identified forest area; and</li> </ul> <p>(2) report forestry related offences to the Service.</p>	<p><b>Obligations of an approved community forest association</b></p>
<p><b>11.</b></p>	<p>(1) The Service shall, in consultation with relevant stakeholders and the community forest association which has been granted permission to participate in the conservation and management of a public forest under these Regulations, prepare a forest management plan for the public forest according to the operational standards stipulated by the Service.</p> <p>(2) The Service shall ensure the management plan is developed in compliance with the provisions of section 47 of the Act.</p> <p>(3) A forest management plan prepared under this regulation shall cover a period of at least five years.</p> <p>(4) The implementation of the forest management plan shall be guided by a forest management agreement signed between the Service and the community forest association.</p>	<p><b>Management plan</b></p>
<p><b>12.</b></p>	<p>(1) Upon the preparation of the plan under regulation 12, the Service may enter into a forest management agreement with a community forest association that has been</p>	<p><b>Forest Management Agreement</b></p>

	<p>granted permission to participate in the conservation and management of a public forest and is desirous to conserve and utilize a forest for purposes of livelihood, cultural, conservation or religious practices.</p> <p>(2) The Service and the community forest association shall, before entering into a forest management agreement—</p> <p style="padding-left: 40px;">(a) identify the forest management unit proposed to be the subject of the agreement and its resources; and</p> <p style="padding-left: 40px;">(b) assess the method applied by the community forest association in the management and utilization of the forest and the impacts thereof.</p> <p>(3) Where a community forest association, in implementing a forest management agreement, engages in commercial activities, the community forest association shall comply with all the laws for the time being in force for the regulation of such activities.</p>	
<b>13.</b>	The Chief Conservator of Forests shall, give a thirty days’ notice of the intention to terminate or withdraw a particular right in the forest agreement in accordance with section 51 of the Act.	<b>Notification to terminate or withdraw a Forest Management Agreement</b>
<b>14.</b>	Where a community forest association intends to assign some or all of its user rights under a community forest agreement, to a suitably qualified agent, the community forest association shall apply to the Chief Conservator of Forests for the transfer of rights in Form E set out in the Schedule.	<b>Assignment of rights under Community Forest Agreement</b>
<b>15.</b>	The Chief Conservator of Forests shall, within sixty days of the application under regulation 15, approve or reject a request for assignment of	<b>Approval or rejection of for assignment of rights</b>

	rights under the forest agreement Form F set out in the Schedule.	
<b>16.</b>	<p>(1) A community forest association shall apply to the Chief Conservator of Forests for licence or permit, after it identifies a livelihood opportunity in a public forest it has been granted permission to participate in its conservation and management.</p> <p>(2) Upon receipt of the application under sub regulation (1), the Chief Conservator of Forests shall review the application and issue a licence or permit for a proposed forest area to a community forest association where the identified livelihood opportunity is in conformity with the forest management agreement entered into with the community forest association.</p> <p>(3) A community forest association that has been given a licence or permit under this Regulation for purposes of engaging in a livelihood opportunity in a public forest under the forest management agreement shall comply with all the laws for the time being in force for the regulation of such business opportunity.</p>	<b>Issuance of permit or licence to an approved association</b>
<b>17.</b>	<p>(1) The Service may enter into a written agreement with a community forest association to allow its members to engage in non-resident cultivation in adjacent forest areas.</p> <p>(2) The Service shall only allow non-resident cultivation in areas intended for the establishment of industrial plantations.</p>	<b>Agreement with forest Association</b>
<b>18.</b>	<p>(1) The Service shall, for the purposes of regulation 18—</p> <p style="padding-left: 40px;">(a) identify and zone off the forest areas available for such cultivation;</p>	<b>Zoning of forest areas</b>

	<p>(b) demarcate individual plots, which shall be of a minimum size of one quarter hectare and of a maximum size set by the Service based on local conditions; and</p> <p>(c) prepare a sketch map of all the plots, and display it prominently at the forest station responsible for the forest area.</p> <p>(2) The Service may open up new areas for cultivation in accordance with the approved planting programmes.</p>	
<b>19.</b>	<p>(1) The Service shall not apportion a forest area for cultivation—</p> <p>(a) within an important water catchment area or a source of a spring;</p> <p>(b) on a slope exceeding thirty percent inclination;</p> <p>(c) within thirty metres on either side of a river course or wetland, spring or other water source; or</p> <p>(d) in a firebreak, road reserve, natural glade, natural forest area and an area under mature plantation.</p>	<b>Where forest areas may not be apportioned for cultivation</b>
<b>20.</b>	<p>(1) The Service shall apportion a forest area using a balloting system organised through the community forest association.</p> <p>(2) A person apportioned a forest area under sub regulation (1) shall be issued with a cultivation-permit, in Form G as set out in the Schedule.</p> <p>(3) The Service and the community forest association shall ensure that the method of apportioning forest areas under this regulation gives preference to the poor and vulnerable members of the community.</p>	<b>Apportion of forest areas</b>

<p><b>21.</b></p>	<p>(1) A holder of a cultivation-permit issued under regulation 21 shall be subject to the following conditions—</p> <p>(a) plant only annual crops approved by the Service;</p> <p>(b) render assistance to the Service upon request in—</p> <p style="padding-left: 40px;">(i) beating up or replanting, whichever may be appropriate, in cases of low survival rate of seedlings;</p> <p style="padding-left: 40px;">(ii) controlling illegal forest activities;</p> <p style="padding-left: 40px;">(iii) preventing or fighting forest fires;</p> <p>(c) not lease, sublet or sell the allocated plot;</p> <p>(d) use only hand tools for land preparation; and</p> <p>(e) not erect any structure on the plot allocated, except, with written permission from the Service, in areas with high incidences of game damage.</p> <p>(2) A holder of a cultivation permit shall pay the annual rental fees upon allocation of the plot.</p> <p>(3) A person who breaches the conditions of a cultivation-permit commits an offence and shall be liable upon conviction of the penalty under section 67 of the Act, and the Service shall withdraw the permit forthwith.</p>	<p><b>Conditions for permits.</b></p>
<p><b>22.</b></p>	<p>(1) The holder of a cultivation permit shall vacate the plot to which the cultivation permit relates after a maximum period of three years.</p> <p>(2) The Service shall not be under any obligation to allocate another plot to a holder of</p>	<p><b>Period of cultivation.</b></p>

	<p>cultivation permit after the cultivation-permit issued to the holder has expired.</p> <p>(3) Where tree survival in the plot is below seventy-five per centum, due to negligence of the permit holder, the permit shall be withdrawn.</p> <p>(4) Where the average tree survival in the allocated block is below seventy-five per centum for reason of negligence of the cultivators, the community forest association shall be held responsible and may lead to revocation of the community forest association agreement</p>	
<b>23.</b>	The planting of tree seedlings shall be done after the completion of one crop season, and the holder of the cultivation permit shall not interfere with the growth or development of the seedlings or trees.	<b>Planting of seedlings.</b>
<b>24.</b>	The community forest association shall assist the Service in the monitoring of the activities of permit-holders and shall ensure that none of its members or agents takes any action which harms the planted seedlings.	<b>Monitoring by community forest association.</b>
<b>25.</b>	<p>(1) The Service shall, before issuing a cultivation-permit, issue comprehensive operational procedures for the implementation of non-resident cultivation.</p> <p>(2) The Service may from time to time revise the operational procedures.</p>	<b>Operational guidelines.</b>
<b>PART III—LICENSING AND TRADE IN FOREST PRODUCE</b>		
<b>26.</b>	<p>(1) The Service may, whenever circumstances make it necessary or appropriate to do so, through various authorisations, invite the private sector to participate in the sustainable management of public forests.</p> <p>(2) Notwithstanding sub regulation (1), a person desirous of starting a business in a forest reserve shall enter into an agreement with</p>	<b>Service to invite private sector.</b>

	<p>the Service and an existing community forest association stating the benefits the community may obtain from the business.</p>	
<p><b>27.</b></p>	<p>(1) The Service may issue authorisations for forestry activities for purposes of regulation 27 in the form of—</p> <ul style="list-style-type: none"> <li>(a) a permit, which may be issued to a person to undertake a specified forestry-related activity or service;</li> <li>(b) a timber-licence, which may be issued to a person by the Service for timber harvesting in a specified forest area;</li> <li>(c) a special-use licence, which may be issued to a person to undertake an activity whose primary purpose is to yield public benefit in transportation, communication, energy, research or education;</li> <li>(d) a contract, which is entered into with a third party for performance of the activities specified in regulation 42(2) on behalf of the Service in a forest area for a fee as specified in Fees Regulations under the Act;</li> <li>(e) a joint management agreement, which is an agreement where the Service agrees to enter into partnership with other persons for the joint management of a specified plantation or indigenous forest area, specifying the contribution, rights and obligations of each party and setting out the methods of sharing the costs and benefits accruing from the forest so managed; and</li> </ul> <p>(2) No authorisation shall be issued in respect of a forest for which there is a pre-existing authorisation, except on terms mutually agreed upon by all the parties involved.</p>	<p><b>Types of agreements for private sector.</b></p>

<p><b>28.</b></p>	<p>(1) A person shall not be eligible to apply for an authorisation under these Regulations unless that person—</p> <ul style="list-style-type: none"> <li>(a) possesses the necessary legal capacity to enter into binding agreements, and has the technical and financial capacity to undertake the forestry activities for which the authorisation is sought; and</li> <li>(b) in the case of a foreign investor, has complied with all the laws for the time being in force relating to investment by foreigners.</li> </ul> <p>(2) In the case of timber licences and contracts—</p> <ul style="list-style-type: none"> <li>(a) legal capacity includes the competence to enter into contracts which for business entities shall be demonstrated through proof of registration;</li> <li>(b) technical capacity includes the competence to undertake forestry activities, as demonstrated by employment of technical staff, access to equipment and a record of good compliance with the laws and standards; and</li> <li>(c) financial capacity includes solvency and ability to conform to good business practices as demonstrated by the applicant’s financial statements for the past three years, where applicable, and tax compliance certificates.</li> </ul>	<p><b>Eligibility of applicant.</b></p>
<p><b>29.</b></p>	<p>(1) A person who wishes to utilize forest goods or services other than in exercise of a customary right shall make an application to the Service for a permit in Form H Set out in the Schedule.</p>	<p><b>Permits for utilization of forest goods and services.</b></p>

	<p>(2) The Service shall evaluate the application, and may grant the permit if satisfied that the proposed utilization is sustainable.</p> <p>(3) A permit issued under these Regulations shall be in Form I set out in the Schedule.</p>	
<b>30.</b>	<p>(1) The Service may vary or cancel a permit—</p> <p style="padding-left: 40px;">(a) on the request of the permit-holder; or</p> <p style="padding-left: 40px;">(b) on its own, after giving fourteen days' notice to the permit-holder thereof with reasons for such variation or cancellation in writing.</p> <p>(2) The Service may cancel the permit with immediate effect and without notice where the permit holder breaches any of the conditions attached to it.</p>	<b>Variation or cancellation of a permit.</b>
<b>31.</b>	<p>(1) The Service shall, in every year, determine the areas of public forest suitable for private sector harvesting under timber licences.</p> <p>(2) The Service shall only issue a timber licence for a plantation area identified in the management plan as suitable for commercial harvesting.</p> <p>(3) A timber licence issued under these Regulations shall be in Form J set out in the Schedule.</p> <p>(4) A timber licence shall be valid for one year from the date of issue.</p>	<b>Timber-licence.</b>
<b>32.</b>	<p>(1) The Service shall, once every year, pre-qualify suitable persons for the harvesting of timber in public forests following the procedure set out in this regulation.</p>	<b>Pre-qualification procedure.</b>

	<p>(2) The Service shall invite applications for pre-qualification by placing a notice—</p> <ul style="list-style-type: none"><li>(a) at a conspicuous place at the Service Headquarters;</li><li>(b) in two newspapers of national circulation;</li><li>(c) on the website of the Service, or equivalent electronic means available to the public; and</li><li>(d) in such other place as may be suitable for bringing it to the attention of the local communities where the forest is located, detailing where a person can obtain an application form for pre-qualification, where the completed application form may be submitted, and when submission is due.</li></ul> <p>(3) An application under sub regulation (2) shall be made to the Service and shall—</p> <ul style="list-style-type: none"><li>(a) specify the name of the applicant, and where the applicant is a business entity, or a forest association, shall be accompanied by the appropriate registration documents;</li><li>(b) present a statement of the applicant's technical and financial capacity to harvest timber; and</li><li>(c) specify the area where they would be interested in conducting harvests.</li></ul>	
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	(4) The Service may forward applications to the appropriate forest conservation committee for evaluation and recommendations.	
<b>33.</b>	<p>(1) The Service shall consider the recommendations of the forest conservation committee and select an applicant qualified to harvest timber based on technical and financial capacity.</p> <p>(2) The Service shall issue a pre-qualification certificate to a person pre-qualified under sub regulation (1) subject to such terms and conditions as the Service may determine.</p> <p>(3) Where the Service rejects an application for a pre-qualification certificate, the Service shall within seven days of the decision notify the applicant in writing.</p> <p>(4) Unless earlier revoked, a certificate of pre-qualification shall be valid for a period of five years from the date of issue.</p>	<b>Consideration of applications.</b>
<b>34.</b>	<p>(1) The Service shall, before advertising for bids on a timber licence and in compliance with the existing management plan, prepare a draft timber licence and a prospectus containing—</p> <p>(a) information on the identity and description of the forest area, specifying the boundaries on maps;</p> <p>(b) an inventory and valuation of the forest resources;</p> <p>(c) a reserve price for the timber licence; and</p>	<b>Offering and advertisement.</b>

	<p>(d) a performance bond reasonably reflecting the commercial value of the timber licence.</p> <p>(2) The Service shall in writing invite interested pre-qualified bidders to submit bids for the timber licence and shall publish a notice of the bidding process, at the Service Headquarters, and at the forest stations responsible for the area.</p> <p>(3) The Service shall make available to an interested pre-qualified bidder, a copy of the notice prepared under sub regulation (1).</p> <p>(4) A pre-qualified bidder may, after notifying the Service, visit the forest area that is subject of the announced bidding.</p>	
<p><b>35.</b></p>	<p>(1) A pre-qualified person wishing to bid for a timber licence shall purchase the bid documents and submit a bidding package to the Service, consisting of—</p> <ul style="list-style-type: none"> <li>(a) a bid of a fixed payment in a sealed envelope;</li> <li>(b) a proposed licence management plan; and</li> <li>(c) a bidder's bond equivalent to two percent of the reserve price, which the bidder shall forfeit in case the Service awards the timber licence to the bidder and the bidder decides not to accept it.</li> <li>(d) The Service shall refund the bidders bond to unsuccessful bidders</li> </ul> <p>(2) The Service shall, before opening the sealed bids, review the proposed license</p>	<p><b>Bidding procedure.</b></p>

	<p>management plan and inform the bidder of any modifications that may be necessary, at which a bidder may withdraw without forfeiture of the bidder's bond under sub regulation (1).</p> <p>(3) The Service shall open the sealed bids and read them out in a meeting to which all bidders are invited and the public allowed to attend.</p>	
<b>36.</b>	<p>(1) The highest bidder above the reserve price shall be awarded the timber licence and in case of a tie, the Service shall conduct another round of bidding involving the parties who tied.</p> <p>(2) Where the highest bidder declines the timber licence, it shall be awarded to the next highest bidder above the reserve price.</p> <p>(3) The Service shall return all bonds and declare no award if there is no bidder above the reserve price.</p> <p>(4) The Service shall inform any unsuccessful bidder of the results within a period of seven days from the time the bidding is completed.</p>	<b>Selection of a bidder.</b>
<b>37.</b>	<p>(1) The Service shall award the timber licence to the successful bidder.</p> <p>(2) A licensee shall, before commencing any harvesting operations post the performance bond specified under these Regulation, to cover any damage which might be incurred.</p> <p>(3) The Service may, at the request of the licensee, divide the harvest area into units and divide the bid price among the units.</p> <p>(4) A licensee shall, before commencing harvest in a particular unit, pay the Service the bid price assigned to such unit.</p>	<b>Award of timber-licence.</b>

<b>38.</b>	The Service shall periodically monitor the operations of the licensee to ensure compliance of the licensing conditions.	<b>Monitoring and evaluation of licensee.</b>
<b>39.</b>	A timber licence shall not be transferable.	<b>Non-transferability.</b>
<b>40.</b>	<p>(1) A person who wishes to undertake an activity inside a public forest whose primary purpose is to benefit the public in transportation, communication, energy, water supply, research and education or such other purpose as the Service may approve, may apply to the Service in writing for a special-use licence.</p> <p>2) The Service shall evaluate an application received under sub regulation (1) and may, after completion of any environmental impact assessment required under the law, issue a special-use licence if satisfied that the proposed activity is in the public interest.</p> <p>(3) A special-use licence shall be in Form K set out in the Schedule.</p> <p>(4) The Service may vary, suspend or cancel a special-use licence—</p> <p>(a) on the request of the holder upon completion of the activity, or for any other cause; or</p> <p>(b) on its own motion after giving fourteen days’ notice to the holder with reasons for such variation, suspension or cancellation;</p> <p>(5) Provided that the Service may cancel the special-use licence with immediate effect where the holder breaches any of the conditions attached to the licence.</p>	<b>Content and procedure in grant of special-use licence.</b>
<b>41.</b>	(1) The Service may, whenever it deems it appropriate to do so, enter into a contract with community forest association or a suitably qualified person for the performance of a	<b>Procedure in the grant of contracts.</b>

	<p>specified activity on its behalf, within a public forest which is under its control.</p> <p>(2) The activities referred to in sub regulation (1) shall be those set out in the management plan, and shall include—</p> <ul style="list-style-type: none"><li>(a) raising of seedlings;</li><li>(b) tree planting;</li><li>(c) silviculture;</li><li>(d) forest management and protection;</li><li>(e) preparation and review of management plans;</li><li>(f) resource assessment and valuation;</li><li>(g) road construction;</li><li>(h) construction of buildings;</li><li>(i) general improvement of infrastructure;</li><li>(j) logging; and</li><li>(k) other similar activities within the responsibility of the Service.</li></ul> <p>(3) The Service shall consider an offer made under this regulation, and subject to the procurement law where necessary, accept the lowest offer for the performance of a specified activity.</p> <p>(4) The Service shall prepare a contract management plan containing details of the contract period, specific activities to be undertaken, the output expected, the expected standard of performance and such other matters as the Service may deem necessary.</p>	
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	<p>(5) A contract that involves logging shall not grant the contract holder title to the felled timber for off-site use or disposal.</p>	
<b>42.</b>	<p>(1) The Service may enter into a joint management agreement in the management of public forests.</p> <p>(2) The primary purpose of a joint management agreement is to conserve the forest and allow non-consumptive uses however, the agreement may also allow limited consumptive use of forest resources if sustainable.</p> <p>(3) A joint management agreement—</p> <p style="padding-left: 40px;">(a) shall be between the Service and a professional association, an educational institution, a research institution, a cooperative society, a community forest association, a government agency, or a non-governmental organisation;</p> <p style="padding-left: 40px;">(b) may apply to state plantation or indigenous forests; and</p> <p style="padding-left: 40px;">(c) shall be non-transferable.</p>	<p><b>Joint Management Agreements.</b></p>
<b>43.</b>	<p>(1) The Service shall, before entering into a joint management agreement—</p> <p style="padding-left: 40px;">(a) identify, delineate and describe the forest area for possible joint management;</p> <p style="padding-left: 40px;">(b) conduct an inventory and valuation of the forest resources therein to support the preparation of the joint management plan; and</p> <p style="padding-left: 40px;">(c) invite applications from interested persons by placing a notice on the</p>	<p><b>Procedure in the grant of a joint management agreement.</b></p>

	<p>availability of the area for joint management—</p> <ul style="list-style-type: none"> <li>(i) in two newspapers of local circulation near the forest area;</li> <li>(ii) at the Service Headquarters, Conservancy and County Offices;</li> <li>(iii) at the forest station where the forest is located; and</li> <li>(iv) in such other place as may be suitable to bring the notice to the attention of the local community.</li> </ul> <p>(2) A person interested in forest management shall submit an application to the Service through the forest conservation committee responsible for that area within three months from the date of the notice.</p> <p>(3) An application under sub regulation (2) shall be accompanied by—</p> <ul style="list-style-type: none"> <li>(i) a statement of the applicant’s technical and financial capability; and</li> <li>(ii) a proposed joint management plan prepared in accordance with the guidelines set by the Service.</li> </ul>	
<p><b>44.</b></p>	<ul style="list-style-type: none"> <li>(1) The forest conservation committee shall evaluate an application and submit its comments and recommendations on the qualifications of the applicant to the Service within a period of one month from the date of expiry of the period specified under sub regulation (2).</li> <li>(2) The Service shall evaluate an applicant on the basis of technical and financial capacity, and invite a qualified applicant to present a</li> </ul>	<p><b>Evaluation of the application.</b></p>

	<p>proposal for the management of the forest at a public hearing held by the Service.</p> <p>(3) The Service shall, after the evaluation and hearing under sub regulation (2), select the most suitable applicant or, if pooling applications would lead to a stronger proposal, the most suitable coalition of applicants.</p> <p>(4) The Service shall facilitate the formation of a joint management team composed of representatives from the Service and from the selected joint managers to negotiate the creation of a joint management agreement and oversee its implementation.</p> <p>(5) The Service shall sign the agreement with the selected joint managers after successful negotiation under sub regulation (4).</p> <p>(6) The Service shall in writing inform all unsuccessful applicants within fourteen days from the date of the conclusion of the process under this regulation.</p>	
<p><b>45.</b></p>	<p>(1) A joint management agreement shall be in Form L set out in the Schedule.</p> <p>(2) A joint management agreement may be terminated on the following grounds—</p> <p style="padding-left: 40px;">(a) at the request of any of the joint managers;</p> <p style="padding-left: 40px;">(b) failure to adhere to the conditions of the agreement;</p> <p style="padding-left: 40px;">(c) contravention of any other relevant law in force;</p>	<p><b>Joint management agreement.</b></p>

	<p>(d) upon expiry of the period stated in the agreement; and</p> <p>(e) contravention of any other conditions stated in the agreement.</p>	
<b>PART IV — GENERAL PROVISIONS</b>		
<b>46.</b>	A person aggrieved by the decision of the Service in relation to an application made in accordance with these Regulations may appeal to the Environment Tribunal within sixty days after the decision.	<b>Appeals.</b>
<b>47.</b>	<p>(1) For an authorisation applied for within two years of the commencement of these Regulations, where there is no management plan governing the area of an application, the Service shall evaluate the site-specific management plan based on whether it is consistent with sustainable management of resources.</p> <p>(2) Where there is no forest conservation committee in a forest conservancy area, an application made under these Regulations shall be evaluated by the Service.</p>	<b>Transitional provisions.</b>
<b>48.</b>	<p>(1) A person who holds an authorisation issued prior to coming into effect of these Regulations shall, submit a copy to the Service within a period of three months from the date of commencement of these Regulations for verification and confirmation.</p> <p>(2) The Service shall, within one month after the commencement of these Regulations, notify, by appropriate means, the person referred to in sub regulation (1).</p> <p>(3) Failure to submit an authorisation as required under sub regulation (1) may be used by the Service as a ground for the revocation, amendment or cancellation of the authorisation.</p>	<b>Verification of various existing authorisations.</b>
<b>49.</b>	(1) The Service shall—	<b>Obligations of the Service.</b>

	<p>a. in consultation with the community forest association and relevant stakeholders, develop procedures guiding access and use of forests;</p> <p>b. through community sensitization, encourage the community forest associations to participate in the sustainable management of public forests.</p>	
<b>50.</b>	<p>(1) The fees payable under these Regulations shall be as set out in the Fees Regulations published under the Act.</p> <p>(2) The Service shall from time to time review and revise the fees payable under these Regulations.</p> <p>(3) The fees payable under these Regulations shall be subject to the approval of the Board.</p> <p>(4) In this regulation, "fees" includes royalties and other charges payable to the Service.</p>	<b>Fees.</b>
<b>51.</b>	Any incentive or benefit sharing under these Regulations shall be in accordance with section 53 of the Act or other relevant laws.	<b>Incentives.</b>
<b>52.</b>	The provisions of the Public Procurement and Disposal Act and the principles of the law of contract shall apply to the procedure for the award of a licence and contract under these Regulations.	<b>Applicable law.</b>
<b>53.</b>	The Service shall maintain a register of all authorisations issued under these Regulations, and a member of the public may inspect it or obtain a copy or an excerpt during working hours, upon payment of such fees as may be provided by the Service.	<b>Registers.</b>
<b>54.</b>	The Forests (Participation in Sustainable Forest Management) Rules 2009 are revoked.	<b>Revocation. of L.N. No. of 2009.</b>

**Schedule I**

**Form A**

**(r.7(1))**



**APPLICATION FOR PERMISSION TO PARTICIPATE IN SUSTAINABLE FOREST MANAGEMENT**

1	Name of Applicant (Name of Community Forest Association): ..... .....
2	Proposed Area (name of forest area) ..... Village/s:..... Location/Ward..... County: ..... (Conservancy).....
3	Statement of intention and use for the area: ..... ..... ..... .....
4	<p>Statutory Declaration: I, _____ on behalf of the ..... (Name of community Community Forest Associations), confirm that the community of _____ in the County of _____ intends to participate as a Community Forest Association for the purpose of Participatory Forest Management for sustainable management of _____ forest area. I confirm that the community forest association, has been made fully aware of the rights and responsibilities provided through the Forest Conservation and Management Act, 2016.</p> <p>SIGNED _____</p> <p><i>Name</i> _____ <i>Date</i> _____ <i>and stamp:</i> .....</p>

CHAIRPERSON \_\_\_\_\_ COMMUNITY FOREST ASSOCIATION

5. Endorsement by Forest Manager and confirmation that the Community Forest Association represented by applicants in the list attached are Kenyan citizens from above? Adjacent community.

.....  
*Name of KFS Official*                      *Forest*                      *Signature and Date*

(Note signature confirms consensus to the proposed area in accordance with the Forest Act).

**FOR OFFICIAL USE ONLY**

Application received by:	Ecosystem Conservator	
Name: .....	Stamp:	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">OFFICIAL STAMP</div>
Signature:.....	Date received: .....	
Confirming application form is complete including attachments for onward submission.	Date sent to Head of Conservancy .....	
<i>Name:</i> .....	Stamp:	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">OFFICIAL STAMP</div>
<i>Signature:</i> .....	Date: .....	

**Recognition decision by: *Chief Conservator of Forest (Chief Conservator of Forests)***

Approval of application for recognition (yes/no)

Request further information (Specify information required as per Form II):	
Rejection of application (Specify grounds for rejection Form III):	
<i>Name:</i> ..... <i>Signature:</i> .....	Stamp: <div style="text-align: center; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> OFFICIAL STAMP </div> Date: .....
File ref number:	
Copies to:	

**Schedule II**

**FORM B**

**(r.7(3))**



**REQUEST FOR ADDITIONAL INFORMATION**

To.....

(1) insert the full names and address of applicant  
(2) insert the reference No. of the application

.....  
..... you are requested to furnish the following information or documents in respect of your application for .....

(a) .....

(b) .....

(c) .....

(d) .....

within ..... days.

If you fail to furnish the requested information within the stipulated period, your application will be treated as invalid and shall be rejected.

Dated this ..... day of ..... 20.....

.....  
*Chief Conservator of Forests  
Kenya Forest Service*

**Schedule III**

**FORM C**

**(r.9(2))**



**NOTIFICATION OF APPROVAL APPLICATION FOR PARTICIPATION AS A  
COMMUNITY FOREST ASSOCIATION**

(1) \_\_\_\_\_ Insert  
the full names and address of applicant

(2) \_\_\_\_\_

To

.....  
You are hereby notified that your application dated..... for permission to  
participate as a community forest association has been approved

Dated this day of ..... 20.....

.....

*Chief Conservator of Forests*

*Kenya Forest Service*

**Schedule IV**

**FORM D**

**(r.9(2))**



**NOTIFICATION OF REJECTION OF APPLICATION FOR PARTICIPATION  
AS A COMMUNITY FOREST ASSOCIATION**

To .....

	<p>You are hereby notified that your application dated..... for permission to participate as a community forest association has been rejected on the following grounds:</p> <p>(a) .....</p> <p>(b) .....</p> <p>(c) .....</p> <p>Dated this day of ..... 20.....</p> <p>.....</p> <p><i>Chief Conservator of Forests Kenya Forest Service</i></p>
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FORM E

(r.15)



**APPLICATION TO ASSIGN (SUB CONTRACT) USER RIGHTS UNDER A  
COMMUNITY FOREST MANAGEMENT AGREEMENT**

Title We, \_\_\_\_\_ (name of CFA) in \_\_\_\_\_ forest  
station in \_\_\_\_\_ County in \_\_\_\_\_ Conservancy

Declaration wish to apply for assignment of the user rights prescribed under the  
Forest Management Agreement dated \_\_\_\_\_ to the  
following agent for the following purpose:

The following are the user rights under the Community Forest  
Management Agreement to be assigned:

- (a).....
- (b).....
- (c).....
- (d).....

Details of the agent to be assigned user rights under the Community  
Forest Management Agreement,

- (a) Name(s).....
- (b) Address.....

Obligation of community forest  
association.....  
.....  
.....

Obligation of the agent  
.....  
.....  
.....

Benefits to the community forest association

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

Benefits to the Agent

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

Subject to the rights and obligations above further consultation may be had.

We confirm that the parties have been made fully aware of their rights and obligations under the Forest Conservation and Management Act, 2016 and will be required to adopt such obligations as may be determined by the Chief Conservator of Forests.

Dated this .....day of .....20 .....

**FOR OFFICIAL USE ONLY**

Submitted to:	<i>Forest Station Manager</i>	
<i>Name:</i> ..... <i>Position:</i> ..... <i>Signature:</i> .....	Stamp:  Date received: <table border="1" data-bbox="1063 1186 1234 1281"> <tr> <td>OFFICIAL STAMP</td> </tr> </table> ..... Date sent to EC.....	OFFICIAL STAMP
OFFICIAL STAMP		
Recommended	<i>Ecosystem Conservator</i>	
<i>Name:</i> ..... <i>Position:</i> ..... <i>Signature:</i> .....	Stamp  <table border="1" data-bbox="1096 1438 1266 1533"> <tr> <td>OFFICIAL STAMP</td> </tr> </table> Date received..... Date sent to the HoC.....	OFFICIAL STAMP
OFFICIAL STAMP		
Recommended	<i>Head of Conservancy</i>	
<i>Name:</i> ..... <i>Position:</i> ..... <i>Signature:</i> .....	Stamp  <table border="1" data-bbox="1096 1690 1266 1785"> <tr> <td>OFFICIAL STAMP</td> </tr> </table> Date received.....	OFFICIAL STAMP
OFFICIAL STAMP		

	Date sent to the Chief Conservator of Forests .....
<i>Approved by: Chief Conservator of Forests</i>	
<i>Name:</i> .....	Stamp: <table border="1" data-bbox="1055 451 1218 535">OFFICIAL STAMP</table>
<i>Position:</i> .....	Date
<i>Signature:</i> .....	received.....
	Date: .....
Subject to conditions:	
File ref number:	
Copies to:	

FORM F

(r.9(2))



**NOTICE OF APPROVAL OR REJECTION FOR A COMMUNITY FOREST ASSOCIATION TO ASSIGN OR ENTER INTO AN AGREEMENT OR ASSIGN RIGHTS**

Here insert the full names and address of applicant  
 Here insert the reference No. of the application where?

To (1).....  
 .....

IN THE MATTER OF (2).....  
 you are notified that your application for recognition as a Community Forest association or to enter into a Community Forest agreement or to assign rights, has been rejected by the Chief Conservator of Forests on the following grounds:

- (a).....
- (b).....
- (c).....
- (d).....

Dated this.....day of.....20.....

*Chief Conservator of Forests  
 Kenya Forest Service*



**NON-RESIDENT CULTIVATION PERMIT**

This non-resident cultivation permit is granted to Mr /Mrs /Miss /Ms  
..... ID No .....

Member of ..... Community Forest Association of  
P. O. BOX .....

to cultivate plot number ....., measuring ..... hectares for purposes of  
identification marked in red and numbered accordingly on the sketch plan on this  
permit in Sub-Compartment Number ..... in ..... Forest  
Station for a period of one (1) year, subject to the following terms and conditions:

1. This permit only allows the permit-holder to use the plot. This permit does not make the permit-holder owner of the plot. The permit-holder may keep other people off the plot (except for people from the Service), but the permit-holder has no right to sell, rent, or act as owner of the plot in any way. This permit does not give the permit holder exclusive possession of the plot or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever
2. The permit-holder shall plant only annual crops on the plot. The Service has a list of approved crops. The permit-holder shall choose his crops from this list and plant only annual crops.
3. The permit-holder shall help the Service upon request in

- a. Beating up or replanting, whichever may be appropriate, in cases of low survival of tree seedlings;
  - b. Controlling illegal forest activities;
  - c. Preventing or fighting forest fires; and
  - d. Any other activity for the benefit of the forest.
4. The permit-holder shall use only hand tools to work the plot.
  5. The permit-holder shall not build anything on the plot, except with written permission of the Service.
  6. The permit-holder accepts the risk of injury, harm or death from trees, logs, wild animals, game, rivers and streams, and other hazards on the plot and neighboring forest. Whether the injury happens to property, the permit-holder, or another person, the Service is not responsible.
  7. Breaking the terms of this permit is an offence and if that happens, the Service may withdraw this permit

Signed by the Permit holder.....

**Schedule VIII**

**FORM I**

**(r. 30(3))**



**PERMIT**

**Station..... Date.....20.....**

**To.....**  
 .....  
 .....

Permission is hereby granted to you for exercise of the following rights/removal of the following forest products:

	Description of Forest Product/Service	Price	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			
	Grand Total		

**Signed:.....**

**Authorized Forest Officer.....Signature.....Date.....**  
 Designation.....

**Schedule IX**

**FORM J**

***(r.32(4))***



**TIMBER LICENCE**

**1. PARTIES**

This licence is made this.....day of .....20 ..... between the Kenya Forest Service of P.O. BOX ..... Nairobi ("the Service") and..... of P.O. BOX ..... bearer of pre-qualification certificate number..... ("the licensee"). The Service and the licensee are jointly referred to as "the parties".

**2. OBJECTIVES AND PURPOSE**

- (a) The Service grants this licence to the licensee for the sole purpose of harvesting timber in Sub Compartment.....at.....Forest Station in ..... Forest Division ("the forest area").
- (b) The forest area(s) measures .....hectares comprising of..... species and its boundaries are better described as an annex to this form.
- (c) This annex forms an integral part of this licence.

**3. TRANSFERABILITY**

This licence is not transferable.

#### 4. DURATION

This licence is for a period of ..... from the date of issue (“the licence period”).

#### 5. AUTHORISED ACTIVITIES

- (a) The licensee shall carry out only those activities outlined in this licence.
- (b) The licensee shall comply with the provisions of the Forests Act and any rules made there under and also with the terms and conditions of this licence.
- (c) The Service may cancel this license should the licensee commit any breach of the Forests Conservation Management Act, 2016 or of any rules made there under or of the terms, obligations and conditions of this licence.

#### 6. BASIC WARRANTIES OF THE LICENSEE

- (a) The licensee is duly incorporated or registered or validly existing and in good standing.
- (b) The licensee shall retain its power, ability and competence in carrying out the rights and obligations under this agreement.

#### 7. RIGHTS OF THE SERVICE

- (a) This licence is subject to the provisions of the Forest conservation and management Act, 2016.
- (b) The Service allows harvest of coupes or trees under this license on an “as-is-where-is” basis and offers no warranty or guarantee as to the conditions of the trees.

#### 8. RIGHTS OF THE LICENSEE

(a) The licensee has the exclusive right to harvest the coupe or trees under this licence.

(b) The licensee, its servants, employees and agents may enter the forest area for the purposes of carrying out activities to fulfill the requirements of this licence.

#### 9. OBLIGATIONS OF THE SERVICE

(a) The Service shall permit the licensee, its servants, employees and agents access to the forest area using a designated path, road or route for the purposes of carrying out activities to fulfill the requirements of this licence.

(b) The Service shall periodically monitor the operations of the licensee.

#### 10. OBLIGATIONS OF THE LICENSEE

(a) The licensee shall cut all trees or coupes and within the duration required under this licence.

(b) The licensee is responsible for the acts of his agents or employees in the forest area.

(c) The licensee shall supply the Service a nominal roll of employees, agents and servants giving registration number and any other details required by the Service. The licensee shall supply the roll at the commencement of the licence period and monthly thereafter. The licensee may not employ more than.....persons during any one month on work to be carried out under this licence.

(d) All equipment which may be used for logging operations shall be removed from the forest area not more than thirty days after the date on which the licence expires or has been cancelled. Should the licensee fail to comply with this condition all claim to such

equipment shall be forfeited which then shall be deemed to be the property of the Service and may be disposed of in such manner as the Chief Conservator of Forest may deem fit.

(e) (i) The licensee may use only such roads on the forest as are approved by the Service. The Service may prohibit the use of such roads at any time and may also specify the type of vehicle to be used on them.

(ii) The Service may require the licensee to repair to the Service's satisfaction, any damage caused to roads and bridges in the forest area of the licensee, agents, servants or employees.

(iii) The licensee must ensure that no road, track, footpath, watercourse or stream is obstructed as a result of its operations.

(f) (i) The licensee must ensure that his operations do not pollute any stream, water body or wetland and it must take such actions as may be required by the Service to prevent such pollution.

(ii) The licensee must ensure also that his operations do not directly affect the amount of flow of any stream or watercourse.

(iii) The licensee shall observe the provisions of the Water Act.

(iv) The licensee shall comply with the applicable environmental standards, including laws relating to environmental impact assessment.

(v) The licensee shall honor any customary rights existing in the forest area.

(vi) The licensee shall protect other forest resources in the forest area.

(g) The licensee must ensure that his operations do not cause soil erosion and must take such action as may be required by the Service to prevent or cure soil erosion.

- (h) The licensee, its employees, servants or agents shall extinguish any fire that may occur in or near its forest area.
- (i) The licensee, its employees, servants or agents shall give assistance to the Service, if required, in reporting persons contravening the Forest Conservation and Management Act, 2016.
- (j) The licensee shall not cut forest produce unless the Service has marked the produce for that purpose or has given written authority for cutting in a coupe demarcated on the ground. If the licensee cuts any other forest produce, the licensee shall pay the Service the market value of the unprocessed forest produce, delivered to the mill or market, multiplied by three.
- (k) The Licensee must fell and cross-cut all trees by saw, axes being used only to obtain felling direction and to trim branches from the trees. All trees must be felled as close as possible to ground level. All trees must be cross-cut to give the maximum length of log down to a diameter of ..... centimeters. The Service may measure timber wasted by leaving high stumps or by incorrect cross-cutting and the licensee shall pay for that wasted timber at double the royalty rate.
- (l) The licensee shall pay compensation for any damage done to standing trees due to faulty felling and extraction or due to any other cause occasioned by carelessness or negligence. The Service shall calculate compensation based on the estimated volume of the damaged tree or trees at the market value. The damaged tree or trees remain the property of the Service.
- (m) The licensee shall not remove forest produce from the forest area until the Service has measured where necessary, the forest produce, marked it with a marking hammer where

necessary, and collected the appropriate fee in full in accordance with the Timber Act (Cap. 386) Laws of Kenya.

- (n) All forest produce not removed within thirty days after the expiry of the licence period or after the termination of the licence are the property of the Service and the Service shall dispose of the forest produce as it deems fit.
- (o) The Chief Conservator of Forest shall appoint an appropriate officer of the Service to represent the Service in implementing the provisions of this licence in the forest area.

#### 11. FEES, TAXES, LEVIES, CHARGES AND BID PRICES

- (a) The licensee undertakes to pay such fees, charges or bid prices as prescribed under the Forest Conservation and Management Act, 2016 and regulations
- (b) Nothing under this licence exempts the licensee from paying taxes required under the laws of Kenya.

#### 12. INDEMNITY, RISK AND LIABILITY

- (a) The licensee shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence or any breach of any of the obligations on the part of the licensee contained in this licence or the exercise or purported exercise of the rights given herein.
- (b) The licensee shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such harm from wildlife, fires, rivers, falling trees and other objects associated with the license and the forest area.

(c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the licensee its members, employees, servants, agents, goods or equipment.

13. DISPUTE RESOLUTION

(a) Where the licensee is aggrieved by the decision of the Service, it may within thirty days after being notified of the decision, appeal to the Board of the Service against the decision.

(b) In the event of either of the parties being dissatisfied thereafter, the dissatisfied party may submit the dispute for arbitration, in accordance with the Arbitration Act (Act No 4 of 1995) Laws of Kenya.

(c) The cost of arbitration shall be borne equally by both parties.

(d) The arbitration shall take place at the headquarters of the forest conservancy area where the forest area is situated.

14. TERMINATION AND WITHDRAWAL OF LICENCE

(a) The Service may terminate or withdraw this licence where the licensee breaches its terms or conditions.

(b) Where the Service intends to terminate or withdraw the licence it shall give the licensee thirty days' notice to show cause why the licence should not be terminated or so withdrawn. During this period the licence shall be suspended.

SEALED with the common seal of the )  
KENYA FOREST SERVICE )  
In the presence of )  
 )  
 )

Chief of Forest Conservator )  
 )  
 )  
Witnessed by )  
  
SIGNED by )  
LICENSEE )  
In the presence of )  
 )  
..... )  
 )  
..... )  
 )



**JOINT FOREST MANAGEMENT AGREEMENT**

**1. PARTIES**

This agreement is made this .....day of..... 20..... between the Kenya Forest Service of P.O. BOX.....Nairobi on one hand (hereinafter referred to as "the Service") and..... of PO BOX.....on the other hand (hereinafter referred to as "Joint Manager"). The Service and the Joint Manager are jointly referred to as "the parties".

**2. OBJECTIVES AND PURPOSE**

- (a) The parties make this agreement for the purposes of jointly managing the.....Forest located at..... Forest Station in..... County ("the forest area") as per the attached joint management plan in the Annex 1 to this Form.
- (b) The forest area comprises..... (In words) hectares and its boundaries are for the purposes of identification described in the sketch plan bordered in red in the Annex 2 to this Form.
- (c) The primary purpose of this joint management agreement shall be to conserve the forest and allow non-consumptive uses of the forest area in accordance with the joint management plan.<sup>1</sup>
- (d) The Annexes are an integral part of this agreement.

### **3. TRANSFERRABILITY**

- (a) This agreement is not transferable.
- (b) Subject to the Forest Conservation and Management Act,2016 the Joint Manager may assign all or any of the rights under this agreement only with the written approval of the Director of the Service.
- (c) The Chief Conservator of Forests shall not approve an assignment of this agreement which would depart from the main objectives and purpose set out in this agreement.
- (d) The Joint Manager remains liable for all the activities, acts and omissions of the assignees of its rights under this agreement.

### **4. DURATION**

This agreement is for a term of ..... Years from .....

### **5. AUTHORISED ACTIVITIES**

- (a) The Joint Manager shall carry out those activities as outlined in the joint management plan.
- (b) The Joint Manager may, with the written approval of the Service enter into partnership with other persons for the purposes of ensuring efficient and sustainable conservation and management of the forest area.

### **6. BASIC WARRANTIES OF THE SERVICE**

- (a) The forest area is public forest.
- (b) At the time of making this agreement, the property rights attached to the forest area consist of the easements, rights of way, servitudes, mineral rights, any customary rights established under Section 22 of

the Forest Conservation and Management Act, 2016 , other claims of record and the Government's own right of ownership.

## **7. BASIC WARRANTIES OF THE JOINT MANAGER**

- (a) The Joint Manager is duly incorporated or registered or validly existing and in good standing.
- (b) The Joint Manager shall retain its power, ability and competence in carrying out its rights and obligations under this agreement.

## **8. RIGHTS OF THE SERVICE**

- (a) This agreement is subject to the Forest Conservation and Management Act.
- (b) The Service may inspect such records kept by the Joint Manager.

## **9. RIGHTS OF THE JOINT MANAGER**

The Joint Manager, its servants, employees and agents may enter the forest area using such designated roads, routes or paths to carry out activities to fulfill the requirements of this agreement.

## **10. OBLIGATIONS OF THE SERVICE**

- (a) The Service shall allow access to the forest area of the Joint Manager, its servants, employees and agents for the purposes of carrying out activities to fulfill the requirements of this agreement.
- (b) The Service shall approve the annual operations plans subject to the plans being consistent with the objectives of the joint management plan.
- (c) The Service shall keep written records of all activities conducted in the forest area.

## **11. OBLIGATIONS OF THE JOINT MANAGER**

- (a) The Joint Manager shall ensure that its employees, servants and agents take precaution and measures to protect themselves against risks and harm from wildlife, fires, rivers, cliffs, falling trees and other objects, risks or harms associated with the forest area and in the event of such events occurring shall not hold the Service liable.
- (b) The Joint Manager shall protect sacred groves and protected trees.
- (c) The Joint Manager shall assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular, those concerning illegal harvesting of forest produce and hunting of game.
- (d) The Joint Manager shall keep the Service informed of any developments, changes and occurrences within the forest which affect the conservation of biodiversity.
- (e) The Joint Manager shall patrol the forest area, in close cooperation with the Service, to protect the forest.
- (f) The Joint Manager shall provide labour and equipment for the forest management operations.
- (g) The Joint Manager shall take precautions against theft or destruction of tress and other forest resources and produce.
- (h) The Joint Manager shall take such precautions against occurrence fire and where it occurs, help in firefighting.
- (i) The Joint Manager shall in consultation with the Service, prepare an annual operations plan for the forest area. The Joint Manager shall ensure that the annual operations plan is consistent with the management plan and the annual operations plan shall be subject to the approval of the Service.
- (j) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least

six years from when first written or throughout the duration of this agreement whichever is longer.

- (k) This joint agreement does not give the Joint Manager the right to mining, quarrying, logging, timber extraction or other activities.

## **12. JOINT MANAGEMENT TEAM**

- (a) To ensure effective implementation of this joint agreement a joint management team shall be appointed consisting of the following persons:

- (i) Two officers of the Service designated by the Chief Conservator of Forests, one who is a disciplined officer and the other a professional officer of the Service.
- (ii) Two persons appointed by the Joint Manager.
- (iii) One person representing the community forest association in the forest station appointed by the Service.

- (b) With the assistance of the Service and the Joint Manager, the joint management team shall update the forest management plan every five years, and the updated forest management plan shall be subject to approval by the Service.

- (c) The joint management team shall meet on a periodic basis to be agreed by the parties to monitor the progress of implementation of this agreement in accordance with the joint management plan. However, the Service shall have the ultimate authority in monitoring the implementation of this agreement.

- (d) The joint management team shall keep written records of their meetings and they shall submit these records to the Service on a regular basis in accordance with the joint management plan.

### **13. COSTS AND BENEFIT SHARING ARRANGEMENT**

- (a) The Joint Manager undertakes to pay such fees as prescribed under the Forests Act and regulations including annual fees and other fees to facilitate such other activities as may fall within the ambit of this agreement.
- (b) Except as otherwise stated in this agreement, the costs of implementing this agreement and the benefits accruing shall be shared according to the Annex 3 to this Form. This Annex is an integral part of this agreement.
- (c) Nothing under this agreement exempts the Joint Manager from paying such taxes, fees and levies as it may be required under the Laws of Kenya.

### **14. DISPUTE RESOLUTION**

- (b) In the event of a dispute concerning this agreement or its implementation the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act (Act No. 4 of 1995) Laws of Kenya.
- (c) The cost of arbitration shall be borne equally by both parties.
- (d) The arbitration shall take place in Nairobi.

### **15. VARIATION**

This agreement may be varied by mutual consent of both parties provided that the variation does not alter the objectives and purpose of this agreement, is within the provisions of the Forests conservation and management Act, 2016 rules and regulations and is in writing.

### **16. SUSPENSION**

The Service may suspend this agreement in the following circumstances:

- (a) Where the Joint Manager is found to have breached the terms of this agreement.
- (b) Where overwhelming acts of third parties or nature make it temporarily impossible for a party to comply with this agreement.
- (c) Where the implementation of this agreement is not consistent with the forest management plan.
- (d) Where the employees, agents or servants of the Joint Manager carry out activities that are contrary to the provisions of the Forests conservation and management Act, 2016.

### **17. TERMINATION**

This agreement may be terminated in the following circumstances:

- (a) By operation of law, where the Joint Manager is deregistered, dissolved or in receivership.
- (b) By the written order of an arbitrator, where an arbitrator finds a party to this agreement having breached the agreement and the breach is not remedied as provided in the arbitral award.
- (c) By either party delivering a written notice of termination to the other party, at least three months after either party issues written notice to the other of its intention to terminate this agreement.

### **18. MONITORING AND EVALUATION**

- (a) The Joint Manager shall make such periodic reports to the Service as may be required under the joint management plan as agreed by the parties.
- (b) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.



Chief Conservator of Forests	)
	)
Witnessed by	)
	)
SIGNED for and on behalf of the by	)
LICENSEE	)
In the presence of	)
..... in the	)
presence of :-	)
	)
	)
Chief Conservator of Forests	)
	)
Secretary	)



**SPECIAL-USE LICENCE**

**1. PARTIES**

This licence made between the Kenya Forest Service (hereinafter "the Service") of P.O. BOX ..... Nairobi and ..... of P.O. BOX ..... (hereinafter "the licensee"). The Service and the Licensee are jointly referred to as "the parties".

**2. OBJECTIVES AND PURPOSE**

- (a) This licence is issued to the licensee for the purposes of permitting the licensee to undertake the activities listed in Annex 1 to this Form hereto in Sub-compartment ..... in the ..... Forest Block located at ..... Forest Station in ..... County ("the Forest Area").
- (b) This special use licence is issued pursuant to the determination by the Service that the primary purposes of those activities listed in the Annex 1 to this Form are in the public interest.
- (c) The forest area in which the activity will be carried out by the parties shall comprise ..... (in words) hectares and its boundaries are better described in the Annex 2 to this Schedule.
- (d) These Annexes form an integral part of this licence.

### 3. TRANSFERABILITY

- (a) This licence shall not be transferable.
- (b) This licence may be assigned only with the written approval of the Service.
- (c) The Service shall not approve an assignment of this licence which would depart from the main objectives and purpose set out in this licence.
- (d) The licensee is liable for all the activities, acts and omissions of the assignees of its rights under this licence.
- (e) This licence does not give the licensee exclusive possession of the forest area or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.

### 4. DURATION

This licence shall be for a term of .....years from the date of issue.

### 5. FEES AND OTHER CHARGES

- (a) The licensee shall make payment as follows:
  - i. Licence fees .....
  - ii. Annual fees.....
  - iii. Any other fees as determined by the Service .....
- (b) The licence fees shall be paid immediately prior to the issue of this licence.
- (c) The annual fees and any other fees shall be paid within thirty (30) days of being due and failure to pay such fees shall render this licence void.
- (d) The Service shall review the annual fees payable by the licensee and where this occurs the licensee shall be informed in writing.

### 6. BASIC WARRANTIES OF THE SERVICE

- (a) The forest area is a public forest.

(b) At the time of making this licence, the property rights attached to the forest area consist of the easements, rights of way, servitudes, mineral rights, any customary rights established under Section 22 of the Forest Conservation and management Act, 2016 or other claims of record and the Government's own right of ownership.

#### 7. BASIC WARRANTIES OF THE LICENSEE

- a) The licensee is duly incorporated or registered or validly existing and in good standing.
- b) The licensee shall retain its power, ability and competence in carrying out its rights and obligations under this licence.

#### 8. RIGHTS OF THE SERVICE

- (a) This licence is subject to the Forest Conservation and Management Act, 2016.
- (b) The Service shall have the right to inspect records kept by the licensee.

#### 8. RIGHTS OF THE LICENSEE

- a. The licensee has a right to carry out those activities listed in Annex 1 to this license.
- b. The licensee, its servants, employees and agents shall have the right to enter the forest area for the purposes of carrying out the activities to fulfill the requirements of this licence.

#### 10. OBLIGATIONS OF THE SERVICE

The Service shall allow access to the forest area of the licensee, its servants, employees and agents using a designated route, road or path for the purposes of carrying out activities to fulfill the requirements of this licence.

#### 11. OBLIGATIONS OF THE LICENSEE

- (a) The licensee shall
  - i. ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks and harm

from wildlife, fires, rivers, falling trees and other objects, risks and harms in the forest and in the event of such events occurring shall not hold the Service liable.

- ii. protect sacred groves and protected trees.
- iii. assist the Service in enforcing the provisions of the Forest Conservation and management Act, 2016 and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.
- iv. inform the Service if the licensee becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.
- v. take precautions against fire, and where it occurs take all necessary measures to put out the fire.
- vi. take precautions against destruction of trees and other forest resources and produce and where it occurs report to the Service.
- vii. do any other act that is necessary for the efficient conservation and management of the forest.
- viii. use the forest area in a manner consistent with the approved management plan.
- ix. keep written records of all activities conducted in the forest area and preserve such records for at least six years from when first written or for duration of this licence, whichever is longer.
- x. obtain and maintain at its own cost all other necessary consents, licences and approvals from the relevant authorities for its permitted use.
- xi. pay to the Service the licence fees, annual fee and other fees and levies when due for the duration of the licence.
- xii. not do or permit any act that would interfere with the work of the Service.

- xiii. not pollute, damage, or disturb land or water, except with permission of the Service or other appropriate agency of the Government of Kenya.
- xiv. not cause or permit a nuisance or trespass, whether on lands of the Service or lands owned or occupied by others.
- xv. not interfere with the use of the land by the Service or any other person authorized by the Service.
- xvi. remove all equipment from the site and the land within thirty days of termination of this licence.
- xvii. observe all the Service's security, access and other rules, regulations, procedures and reasonable instructions that may from time to time be issued by the Service.
- xviii. maintain public liability or other third party liability insurance in respect of any injury loss or damage to any persons or property arising out of the exercise of the licensee's rights and upon written request provide proof of such insurance to the Service. The licence holder should have insurance cover to cover third parties. They should also indemnify KFS against any claims by third parties arising out of the exercise of the licensee's rights
- xix. pay all charges in respect of the electricity, water and other utilities consumed by the licensee.
  - a. This licence does not give the licensee the right to mining, quarrying, logging, timber extraction or other activities.
  - b. Nothing under this licence exempts the licensee from paying such taxes, fees and levies as it may be required under the Laws of Kenya.

## 12. DISPUTE RESOLUTION

1. In the event of a dispute concerning this licence or its implementation it shall be resolved according to the Forest Conservation and Management Act, 2016

13. VARIATION

This licence may be cancelled by the Service

- a. On the request of the licensee, or
- b. On its own after giving fourteen days' notice to the holder with reasons for such variation or cancellation, or
- c. Immediately if the licensee is in breach of any terms and conditions prescribed herein.

14. INDEMNITY, RISK AND LIABILITY

- a) The licensee shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence or any breach of any of the obligations on the part of the licensee contained in this licence or the exercise or purported exercise of the rights given herein.
- b) The licensee shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such as harm from wildlife, fires, rivers, falling trees and other objects associated with the license and the forest area.
- c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the licensee its members, employees, servants, agents, goods or equipment.

SEALED with the Common Seal of )  
KENYA FOREST SERVICE in the )  
presence of:- )  
 )  
Chief Conservator of Forests )  
 )

Witnessed by )

SIGNED for and on behalf of the by )  
 LICENSEE )

In the presence of )  
 ..... in the )  
 presence of :- )

)  
 )  
 Chief Conservator of Forests )

)  
 Secretary )

**Annex 1**

JOINT MANAGEMENT PLAN

**Annex 2**

SKETCH PLAN

**Annex 3**

COST / BENEFIT SHARING MODE

Made on this day .....of ....., 2026.

**DEBORAH BARASA,**  
*Cabinet Secretary for Environment, Climate Change and Forestry.*