

Forestry Regulations [Cap 276]

Commencement: 5 January 2004

FORESTRY REGULATIONS

Order 46 of 2003

Order 41 of 2004

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FORESTRY REGULATIONS

To prescribe certain forms, fees, bonds and other matters under the Forestry Act [Cap. 276].

PART 1 – AGREEMENTS

1. Application for approval to negotiate

An application for approval to negotiate for the acquisition of timber rights under section 18(1) of the Act must be in Form 1 of Schedule 1.

2. Approval to negotiate

An approval of an application to negotiate under section 19(5)(a) of the Act must be in Form 2 of Schedule 1.

3. Declaration of indigenous groups

A declaration by a Forest Investigation Officer of indigenous groups entitled to sell timber rights under section 20(4)(b) of the Act must be in Form 3 of Schedule 1.

4. Certificate that notice has been given

A certificate as to the date upon which notice of a declaration of indigenous groups has been given under section 22(d) of the Act must be in Form 4 of Schedule 1.

5. Management Committee

The powers and duties of a Management Committee under section 25(3) of the Act, the manner of its appointment, and the performance of its functions are as set out in Schedule 9.

6. Timber rights agreement

(1) An agreement for the acquisition of timber rights under section 26(1)(a) of the Act must be in Form 5 of Schedule 1.

(2) An endorsement by a Forest Investigation Officer under section 26(1)(c) of the Act may be in the form set out at the end of Form 5 of Schedule 1.

7. Certificate

A certificate by a Forestry Officer under section 26(1)(d) of the Act must be in Form 6 of Schedule 1.

8. Certificate of approval

A certificate by the Director that a timber rights agreement is approved under section 27(3) of the Act must be in Form 7 of Schedule 1.

9. Application for timber permit

An application for a timber permit under section 29(2) of the Act may be in Form 8 of Schedule 1.

10. Timber permit

A timber permit under section 29(3)(a) of the Act may be in Form 9 of Schedule 1.

11. Forestry lease

A forestry lease granted under section 30(2) of the Act must be in Form 10 of Schedule 1.

12. Minimum royalty rates

The minimum rates of royalty payable to custom landowners under a timber rights agreement under section 28 of the Act for various species of trees are shown in Schedule 6.

PART 2 – LICENCES

13. Application for timber licence

An application for a timber licence under section 44(1) of the Act must be in Form 11 of Schedule 1.

14. Timber licence

A timber licence granted under section 44(4) of the Act must be in Form 12 of Schedule 1.

15. Notice of non-compliance

A notice of non-compliance of with legislation or licence conditions under subsections (1) and (2) of section 37 of the Act may be in the form of Form 13 of Schedule 1.

16. Notice of suspension of licence

A notice suspending a licence under subsections (1) and (3)(a) of section 37 of the Act may be in the form of Form 14 of Schedule 1.

17. Notice to show cause

A notice calling on a licensee to show cause why the licence should not be cancelled under section 37(3)(b) of the Act must be in Form 15 of Schedule 1.

18. Notice of suspension of licence to prevent worsening of dispute between custom owners of land

A notice suspending a licence to prevent worsening of dispute between custom owners of land under section 37(4) of the Act may be in the form of Form 16 of Schedule 1.

19. Notice of cancellation of licence

A notice of cancellation of a licence under subsections (6) or (7) of section 37 of the Act may be in the form of Form 17 of Schedule 1.

20. Application for special licence

An application for a special licence granted under section 48(1) of the Act may be in Form 18 of Schedule 1.

21. Special licence

A special licence granted under section 48(3)(a) of the Act must be in Form 19 of Schedule 1.

PART 3 – ENVIRONMENT PROTECTION

22. Application for land to be declared to be a Conservation Area

An application for land to be declared a Conservation Area under section 50(1) of the Act may be in Form 20 of Schedule 1.

23. Declaration of Conservation Area

A declaration of a forest as a Conservation Area under section 50(3) of the Act must be in Form 21 of Schedule 1.

24. Cancellation of Conservation Area

The notice of cancellation of a declaration of a Conservation Area under section 52(1) of the Act may be in Form 22 of Schedule 1.

25. Protected species

The species listed in Schedule 7 are protected species under section 53(1) of the Act.

PART 4 – EXPORT PERMITS

26. Export of timber and forest products requires permit

A person must not export any timber or any other forest product (other than sandalwood or a log or flitch) without an export permit granted by the Director.

Penalty: A fine not exceeding VT 100,000.

27. Application for export permit

An application for an export permit must be made in Form 23 of Schedule 1 and must be accompanied by the prescribed fee.

28. Export permit

(1) The Director may grant an export permit.

Note: The export of logs and flitches is governed by subsections (1), (2), (3) and (4) of section 61 of the Act and the export of sandalwood is governed by clause 15 of the Forestry (Management and control of Sandalwood Trade and Exports) Order No. 3 of 1997.

(2) An export permit granted by the Director under subclause (1) must be in Form 24 of Schedule 1.

PART 5 – MISCELLANEOUS

29. Certificate of service of notices

A certificate of service of a notice under section 64(2) of the Act must be in Form 25 of Schedule 1.

30. Application for copy of licence

An application for a copy of a licence under section 68(3) of the Act must be in Form 26 of Schedule 1.

31. Fees

(1) The prescribed fees for the matters set out in column 1 of Schedule 8 are the amounts corresponding to those matters set out in column 2 of that Schedule.

(2) A fee set out in Schedule 8 must be paid in advance of the matter to which the fee relates.

32. Bonds

(1) The prescribed form for an equivalent instrument to a bank guarantee under section 41(3) of the Act is set out in Schedule 2.

(2) The amount for a bond for a timber licence imposed under section 41(4) of the Act is as set out in Schedule 3.

(3) The amount for a bond for a sandalwood licence imposed under section 41(4) of the Act is as set out in Schedule 4.

(4) The amount for a bond for a special licence imposed under section 41(4) of the Act is as set out in Schedule 5.

SCHEDULE 1

REPUBLIC OF VANUATU

FORESTRY ACT

**FORM 1
[Section 18 (1)]**

APPLICATION FOR APPROVAL TO NEGOTIATE

General Directions

The applicant is required to fill in all the relevant particulars in this form, truthfully and to the best of their knowledge and ability. The application will be considered by the Forests Board, which may require the production of further documents and information by the applicant.

The relevant application fee set out in the Forestry Regulations must be paid at the time of application.

Please answer the following questions. Take note that it is an offence to give false or misleading information.

If extra space is required, please answer on a separate page using the number of each question (eg 1 (f) Assets).

To: The Director of Forests

I, apply for

(*applicant's full name*)

approval to negotiate for the acquisition of timber rights in customary land known as

.....
(include land name(s) if known)

on the island(s) of..... ,

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which are clearly marked in red stripes (////) on the [official 1 : 50,000 scale topographical] map attached to this application (which must be of a standard satisfactory to the Director), and which is referred to in the remainder of this application as “the proposed project area”.

1. Details of applicant

(a) Type of Applicant (tick one box

This application is made:

(I) in my personal capacity

(II) on behalf of –

(i) a partnership

(ii) a private company

(iii) a public company

(Direction: If (I), (II) (i) or (II) (ii), fill in the details below for yourself **and** all other partners or shareholders)

(b) Details of Applicant

Applicant Partner or other shareholder

Full name:

Postal Address:

Residential address:

Phone no.:

Fax No.:

Nationality:

Passport no. (for non-ni-Vanuatu):

(c) Main occupation:

Other occupations:

(d) Do you have any criminal convictions? Yes No

(If yes, give details)

.....

(e) What are your present business activities?

(I) in Vanuatu:

.....

(II) elsewhere (*name country*):

.....

(f) In Vanuatu, what are your present

(I) assets?

(II) liabilities?

(g) Give full details of –

(I) your expertise in forestry:

.....

(II) your experience in forestry operations:

.....

(h) *(If you are a public company (and ticked the box in (a) (II) (ii)), please fill in the following section)*

Name of company:

Country of incorporation:

Stock exchange listing (if any):

Registered office address:
.....

Business phone no.: Fax no.

Internet Web-site: E-mail:

Your position in the company:

Does the company have ni-Vanuatu membership? Yes No
(If so, state the proportion of the company's voting rights held by ni-Vanuatu)(%)

Describe the company's shareholding:
.....

Names of directors:
.....

What are the company's activities?
(I) in Vanuatu:
(II) elsewhere:

In Vanuatu, what are the company's present assets?
and liabilities?

Give full details of –
(I) the company's expertise in forestry:
(II) the company's experience in forestry operations (places and number of years):

(i) (All applicants to answer)

Are you a foreign investor under the Vanuatu Foreign Investment Promotion Act? Yes No

If yes, have you received Vanuatu Investment Promotion Authority approval for this project?
(Give details of any approval including date and number or preferably attach Vanuatu Investment Promotion Authority proposal and approval papers)
.....

If not yet approved by the Vanuatu Investment Promotion Authority please give details of any application made (Date, title etc)
.....

2. Details of the proposed project area (or volume) required

(a) What is its area?:

- 0 - 200 ha
 - 200 – 500ha
 - 500 – 1,000 ha
 - 1,000 – 10,000ha
 - greater than 10,000 ha
- If greater than 10,000 ha, please specify hectares

(b) What studies have you conducted of the proposed project area? *(list titles and attach copies if available)*.
.....

(c) To the best of your knowledge, describe the project area's:

(i) main land forms:

(ii) topography:

(iii) soil types:

(iv) forest resource types:

(v) population and their distribution:

(vi) present infrastructure and services:

(d) List the sources you have relied on in answering (c) above *(e.g. National Census)*.
.....

3. Details of the proposed project

(If extra space is required, please answer on a separate page using the number of each question (eg 3 (g) Plant and Vehicles).

(a) What are the kinds and levels of forestry operations suitable for the proposed project area, under the Forestry Sector Plan?

.....

(b) What kinds and levels of forestry operations under (a) above do you propose to conduct?

.....

(c) What infrastructure and services will be necessary for the operation under (b)?

.....

.....

(d) Are the present infrastructure and services adequate for the efficient and effective conduct of the forestry operations stated at (b)? *(Make comments, as necessary)*

.....

(e) What additional infrastructure and services would you propose to provide?

.....

.....

(f) What management structure is proposed?

.....

(g) What plant, vehicles and equipment do you propose to use? *(Give full details, showing in each case whether you own, lease or hire the item, or specify some other arrangement)*

Name of plant, vehicle or equipment	Quantity	To be owned, leased or hired	Purpose of use

(h) Describe (or attach), as fully as you can, the management plan you will follow under the proposed project:

.....

(i) What is the timing of the proposed project? *(Show or attach, on a yearly basis, the sequence of operations during the entire life of the proposed project).*

.....

(j) What employment would be involved in carrying out the proposed project? *(Indicate the likely number of employees and other personnel (e.g. contractors) who would be operating in the proposed project area at each stage of the sequence of operations under (i) above, their jobs, and whether they would be ni-Vanuatu or expatriate).*

Position title	Ni-Vanuatu or Expatriate?	Number of people

(k) Outline any training program planned for ni-Vanuatu employees:

.....

(l) Will agents or sub-contractors be involved? *(If yes, give names, and details of how, and at what stage of the sequence of operations under (i) above)*

.....

(m) Is any other Government approval required before a part of the proposed project can proceed? *(If yes, give details, including steps being taken to secure the approval)*

(n) Do you propose to carry out any subsidiary projects, in association with the proposed project: *(e.g. agroforestry or other replanting. If yes, give details)*

.....

(o) List below *(or attach)* species and amounts to be cut and the proposed royalty rates and units (e.g. Vatu per cubic metre in log form):

Species name or group	Amount of Timber requested (eg volume in m ³ or tonnes)	Grade or product (if applicable e.g. sawlog or veneer)	Royalty rate to be paid to owners and unit (e.g. Vt per m ³ gross round log)
All species OR			
All softwood species (conifers incl Kauri) OR			
All hardwood species (most other trees) OR			
Selected species (list individually below)	Are there any additional species? Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>if yes, write on an attached sheet</i>)		
Total amount requested (sum of amounts requested under column 2)			
Total value of the operation (Volumes requested x Royalty to be paid)			VT

(p) Proposed date of commencement of operations:/...../.....

Day Month Year

(q) Proposed date of completion:/...../.....

Day Month Year

(r) Proposed location of sawmill or other processing plant:

(town)

.....

(island)

4. Financial details

(a) Attach, as part of this application, a statement in conventional form prepared by an accountant or other suitably qualified person, showing the cash flow and financial analysis of the proposed project, the breakdown of expected revenue and expenditure, and the sources of all finance required.

(b) Give the name of the accountant who prepared the statement, state their professional qualifications, and ensure they sign and date the statement.

.....

5. Market and marketing strategy

(a) What forest products do you intend to market under the proposed project?

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

(b) Describe any processing of the products under (a), which you intend to carry out?

.....

(c) Where will each kind of forest produce under (a) above be marketed?

Forest Product	Where Forest Product is to be marketed

(d) Do you have buyers already secured? Yes No (If yes, give name and country)

.....

(e) Have you done any market analysis or research on the products? Yes No (If yes, provide details of the main conclusions of this work):

.....

(f) Describe (or attach) your marketing strategy:

.....

6. Environment protection

(a) What natural qualities of the proposed project area (land forms, watersheds, wildlife habitats, etc) do you regard as requiring protection from interference under the proposed project, and how would you see that protection as being provided?

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

(b) What measures would you regard as necessary to safeguard the lifestyle of ni-Vanuatu living in, or in the vicinity of, the proposed project area?

.....
.....

.....
.....

(c) What arrangements would you make for liaison with representatives of the customary land owners of the proposed project area, over matters affecting them, and their environment, during the course of the proposed project?

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

7. Preliminary work

Describe any preliminary work (ground surveys, roadline surveys, etc) you would wish to undertake before the execution of a timber rights agreement over the proposed project area:

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

8. Applicant's representative

(a) For the purposes of the Forests Board's consideration of this application, the applicant shall be represented by:

Name:
Company:
Address in Vanuatu:
Phone no.: Fax:
E-mail:

(b) Unless notified otherwise by the applicant to the Director of Forests beforehand, for the purposes of negotiations for a timber rights agreement under the Forestry Act, the applicant is to be represented by (*state for each such person*):

Name:
Company:
Address in Vanuatu:
Phone no.: Fax: E-mail:
Signed:
Name (in block letters):
Position:
Date: / /

Day / Month / Year

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 2
[Section 19(5)(a)]

APPROVAL TO NEGOTIATE

To: (Name of applicant)

of: (Company / organisation)

(Address)

1. The Forests Board has approved your application to negotiate for the acquisition of timber rights in the customary land known as: *(include land name(s) if known)*

.....

on the island(s) of

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which are clearly marked in red stripes (////) on the [official 1 : 50,000 scale topographical] map attached to this Approval and certified by me for the purposes of section 63 of the Forestry Act.

2. This approval is subject to the following conditions imposed by the Forests Board under section 19(4) of the Forestry Act: *(cross out words that are not applicable)*

(a) The Board requires you to initiate your negotiations with indigenous groups to acquire timber rights within [1], [2], [6], [.....] months of the grant of this Approval.

(b) You must complete those negotiations within [2], [6], [12], [.....] months *(12 months is the normal maximum period allowed)* of the grant of this Approval.

(c) The Board requires you to obtain licences, permits or other forms of approval under this or any law within [6], [12], [.....] months. *(12 months is the normal maximum period allowed)* of the grant of this Approval.

(d) If you do not initiate or complete the negotiations or obtain licences, permits or other forms of approval within the time required by this Approval, you must write to the Board to explain the reasons for the delays and the Board is then to make a decision as to whether your Approval to Negotiate is to continue. The Board’s decision in this matter is final and not subject to any appeal.

(e) The Board requires that the final signing for a timber rights agreement be done in the following location, unless notified by the indigenous groups that this is not desirable,

[a village *nakamal* within the area covered by the agreement]; *OR*

[the local Forest Office located at]; *OR*

[the Department of Forests Head Office]; *OR*

[other place to be agreed and specified]; *OR*

[at a place suitable to the Approved Negotiator].

(f) (*Write any other conditions below*)

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

Are there any additional conditions? Yes No (*if yes, write on an attached sheet*)

3. The procedures which must be followed by the approved negotiator in the conduct of negotiations may be given in guidelines issued by the Board from time to time to ensure that negotiations are conducted fairly for all parties.

Signed:/...../20.....

Chairman, Forests Board of Vanuatu Date Official stamp

Directions: *The Director must forward a copy of this Approval to the local government council and island Council of Chiefs or area Council of Chiefs for the area concerned.*

Notes for Approved Negotiator: *The procedures which you must follow in the conduct of negotiations are:*

(i) *You must await the Forest Investigation Officer’s finalisation of his investigation report pursuant to section 20 of the Forestry Act.*

(ii) *Upon the finalisation of the Forest Investigation Officer’s report, the Forest Investigation Officer will declare under section 20(4)(b) of the Forestry Act the indigenous groups who are entitled to sell timber rights in the land the subject of the proposed negotiations.*

(iii) *You must then wait for the Director to complete all formalities prescribed under section 22 of the Forestry Act, and if there are any objections to the declarations, then you must await the resolution of those objections under section 23 of the Forestry Act*

(iv) *If there are no objections to the declaration, or if all objections application have been resolved under section 23 of the Forestry Act, then you may proceed to negotiate for timber rights agreement with the declared indigenous group pursuant to section 24 of the Forestry Act.*

(v) *Once the timber rights agreement is executed, then you must submit an original and a copy of the agreement to the Director under section 26(3) of the Forestry Act for further processing.*

(vi) *The Director then submits the timber rights agreement with other documents to the Forestry Board for its approval.*

REPUBLIC OF VANUATU

FORESTRY ACT

**FORM 3
[Section 20(4)(b)]**

DECLARATION OF INDIGENOUS GROUPS

I, (name), being a Forest Investigation Officer duly authorized by the Director of Forests, having completed my investigations and consultations as required by section 20 of the Forestry Act, declare that, in respect of land known as: (include land name(s) if known)

.....

on the island(s) of

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which are clearly marked in red stripes (////) on the map attached to the Approval to Negotiate dated, and also on a copy of that map attached to this Declaration, the following indigenous groups are, in my opinion, entitled to sell the timber rights relating to that land:

Name of person / group Name of land area (if part of above, mark on map if possible)

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

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

Are there any additional landowners? Yes No (If yes, attach another copy of this sheet)

Signed: Position:

Print name: Forest Investigation Officer

Date: day of 20.....

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 4
[Section 22(d)]

**CERTIFICATE THAT NOTICE HAS BEEN GIVEN OF A DECLARATION OF
INDIGENOUS GROUPS HAVING THE RIGHTS TO SELL TIMBER**

I, (print name), Director of Forests, certify that
notice of a Declaration of Indigenous Groups (copy attached) was given on the day
of 20..... in accordance with section 22(b) of the Act.

Signed:
Director of Forests Official stamp

Dated: day of 20.....

*Notes: The Director must forward a copy of the Declaration of Indigenous Groups to the
local government council for the area concerned. A copy should also be sent to the island or
area Council of Chiefs for the area concerned.*

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 5
[Section 26(1)(a)]

TIMBER RIGHTS AGREEMENT

THIS AGREEMENT is made the day of 20..... BETWEEN:

..... (print name of purchaser of timber rights),

of: (Company / organisation)

..... (Address)

referred to in the remainder of this Agreement as “the Approved Negotiator”, on the one part;

AND

the customary land-owning groups identified under the Declaration of Indigenous Groups

(Form 3) dated / /

(Directions: Attach copy of Declaration or list below)

Name of person / group Name of land area
(mark on map if possible)

Are there any additional landowners? Yes No *(If yes, attach another copy of this sheet)*

referred to in the remainder of this Agreement as “the Indigenous Groups”, on the other part.

WHEREAS:

A. The Indigenous Groups have been declared or determined under the Forestry Act to be entitled to sell timber rights in the land the subject of this Agreement; and

B. The Approved Negotiator, being the approved negotiator under the Forestry Act, has conducted negotiations with the Indigenous Groups for the acquisition of timber rights in the land the subject of this Agreement,

IT IS AGREED AND DECLARED as follows:

1. Land covered by this Agreement

(Directions: The description must be adequate for the identification of the land, and a map satisfactory to the Director will be required. The Approved Negotiator may be required to mark the outside boundary of the land in some identifiable manner, and to identify those areas within that land which may have been, by agreement, excluded from forestry operations, such as sacred sites, burial grounds, etc)

The land covered by this Agreement is known as
(include land name(s) if known)

.....
on the island(s) of

.....
within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea].

the boundaries of which are clearly marked in red stripes (////) on the [official 1 : 50,000 scale topographical] map attached to this agreement, and which is referred to in the remainder of this Agreement as “the subject land”.

2. Period of the Agreement

(Directions: The period will usually be from 1 to 5 years with a maximum of 10 years. Include here any provision for renewal of the Agreement period – especially renegotiating of royalty rates and any other conditions. The holder of a Timber Rights Agreement may apply

for a renewal of the agreement on or before it expires – e.g. at year 4 of a 5 year agreement to provide resource security.)

This Agreement takes effect beginning on the date of approval by the Forests Board of Vanuatu, and continues for a period of years (*usually 1 to 5 years, maximum 10*), unless earlier terminated under Clause 18.

The Agreement may be renewed at year, through a process of consultation with the Indigenous Groups.

3. The project

(Directions: Describe the forestry operations to be conducted by the Approved Negotiator under the Agreement, provide or attach details of the proposed roading plan with maps and road standards, sequence of operations etc.)

The Approved Negotiator is to conduct the following forestry operations on the subject land covered by this Agreement (“the project”):

4. The timber rights sold and acquired

(Directions: The timber rights sold and acquired are to be set out here, and a method laid down for their identification. Note that under the Forestry Act, the term “timber rights” includes the right to remove gravel and other road-making material. Any exclusion or restriction of such a right should be specified here. Specify any timber rights excluded. Specifically refer to exclusions or restrictions relating to and of the following:

(a) particular species of trees; (Note that fruit and nut trees are usually EXCLUDED unless specifically allowed by the custom owners. Species listed as protected species under the Forestry Act remain excluded for commercial harvesting at all times.)

(b) seed trees, fruit trees, shade trees or other trees marked with a BLUE ring not being felled;

(c) any landowner reservations of the right to stop operations in wet weather to minimise erosion damage to roads and tracks, based on Code of Logging Practice standards, subject to consultation with officers of the Department of Forests to avoid unnecessary interruption of work;

(d) particular areas;

(e) flora or fauna reserves;

(f) protection of watercourses; (Code of Logging Practices standards apply as a minimum);

(g) meeting the wishes and needs of the Indigenous Groups;

(h) protection of any rights of way or other access rights under custom;

(i) protection of sacred sites.

Subject to this Agreement, the Indigenous Groups agree to sell, and the Approved Negotiator agrees to acquire, all the Indigenous Groups' rights and other interests in the timber of the subject land, except as follows:

5. Associated rights sold and acquired

(Directions: Specify any things granted by the Indigenous Groups to the Approved Negotiator for the purposes of the project, and the terms and conditions of such grants, in particular the royalties or other payments to be made. These should include provision for access to road-making materials, timber for construction work, areas for the Approved Negotiator's headquarters, log storage areas, wharfs, workshops, sawmills, etc)

For the purposes of this Agreement, the following provisions apply to the disposal by the Indigenous Groups to the Approved Negotiator of rights and interests in the things specified:

Approved		Items	Unit	Rate (Price)
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Roadmaking materials	Vt/m ³	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Timber for construction work	Vt/m ³	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Land lease for annual rental a) Headquarters office	Vt/yr	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	b) log storage area	Vt/yr	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	c) sawmill / workshop	Vt/yr	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	d) other	Vt/yr	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other (<i>describe</i>)		

Additional conditions:

6. Land rent

(Directions: Specify the land rent to be paid (for areas not covered in 5 above), its method of calculation and method of payment. An annual fee for land rent is to be paid to Indigenous Groups for each area held under a utilisation operations agreement, whether or not logging

takes place. The annual fee for land rent is to be negotiated between the Approved Negotiator and the Indigenous Groups and may be assisted by advice from the Forests Officer who has knowledge of the area or after inspection and with reference to other current rates. The fee is to be based on the area and the quantity and quality of the timber resources on the subject land)

The Approved Negotiator agrees to make payments, called “the land rent”, to the Indigenous Groups during the period of this Agreement in accordance with the following provisions:

Agreed rate of land rent:Vt per hectare

Number of hectares covered by this agreementhectares

Annual rent paymentVt

Date Annual rent is to be paid: by the day of (*month*) each year

Method of payment:

- [(a) By Cheque made out to: (The Indigenous Group).]
- [(b) Into the Bank Account for the Indigenous Group atBank,

Account Number:]

Other provisions:

7. Boundary

(Directions: The external boundary of the subject land is to be clearly demarcated in the field and clearly marked on the map.)

The external boundary of the subject land is to be marked in the field and paid for in accordance with the following table.

The Approved Negotiator and the Indigenous Groups agree that the marking of the external boundary must involve the Indigenous Groups to ensure the boundary is marked according to custom boundaries.

(Directions: Place a tick in the box specifying who will do the work and pay for boundary marking :)

	Indigenous Groups (Custom owners)	Approved Negotiator (Company)
--	--------------------------------------	----------------------------------

Boundary marking is to be carried out by:		
Boundary marking is to be paid for by:		

8. Provision of services

(Directions: Specify all such services, giving full particulars of how and when they are to be provided, and the standards to be observed in their provision as agreed upon by both parties).

The Approved Negotiator agrees to provide the following services to the Indigenous Groups in accordance with the following provisions (*tick appropriate box*):

- All conditions below to apply; *OR*
- List the selected conditions below that apply (*eg. "(e)" for coral roads*)

(a) Whitewood and Milktree logs are to be removed for processing as soon as practicable after felling.

(b) Where sawmilling operations take place on the land sawdust and timber offcuts must be:
 separated and stacked neatly
 made available to the indigenous groups at no charge
 safely burnt with adequate fire-breaks

(c) The logged area must be replanted with trees of (species) at a stocking of..... trees per hectare (a spacing ofm xm).

(d) The company is to be responsible for all costs of initial establishment of the planting programme, care and maintenance of the plantations for the duration of the logging project as specified in the company’s project proposal.

(e) “All-weather roads” are to be surfaced with coral and logging tracks are to be located and constructed to specified standards as shown on the attached map.

(f) The Indigenous Groups reserve the right to require the improvement or repair of roads to allow continued access when logging operations are completed.

Additional Conditions:

- (g)
- (h)

Are there any more additional conditions? Yes No (if yes, write on an attached sheet)

9. Royalties

(Directions: Specify the royalties to be paid, their method of calculation and the marking of forest produce, their method of payment, and the provision for their regular review.

Note that under the Forestry Act minimum royalty rates can be fixed.

Royalty payments are to be based on round log measurements in the bush with allowance for defect according to the rules set out in the Department of Forests Log Scaling Manual or other set of procedures agreed by the Approved Negotiator and the Indigenous Groups and approved by the Director).

The Approved Negotiator agrees to pay royalties to the Indigenous Groups for forest products extracted from the land under this Agreement in accordance with the following provisions:

(a) The Indigenous Groups agree to allow the applicant to cut trees of the following species:

(i) all [hardwood] [and / or] [softwood] species excluding protected species and fruit and nut trees unless the latter are specifically approved by the landowners below. *(delete text in [square brackets] that is not applicable)*

OR

(ii) the species listed in the Table below,

which, when measured at 1.30m above the ground, are above the diameters set out in the Vanuatu Silvicultural Prescriptions issued by the Director of Forests from time to time.

(b) The Indigenous Group agrees to sell, and the Approved Negotiator agrees to pay to the royalty at the following rates:

Species name or group	Maximum amount of Timber to be harvested (eg volume in m ³ or tonnes)	Grade or product (if applicable e.g. sawlog or veneer)	Royalty rate to be paid to owners and unit (e.g. Vt per m ³ gross round log)
All species OR			
All softwood species (conifers incl Kauri) OR			
All hardwood species (most other trees) OR			
Selected species (list individually below)	Are there any additional species? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(if yes, write on an attached sheet)</i>		
Total amount (sum of amounts under column 2)			
Total value of the operation			

(Volumes requested x Royalty to be paid)	VT
--	----

(c) Royalties and volumes are to be calculated on the sound round log volume under bark in accordance with the Log Scaling Manual or the equivalent manual issued by the Director of Forests from time to time.

(d) The Approved Negotiator agrees to pay the royalty for every sound tree felled, on or before the last working day of the month following the month in which the tree was felled.

(e) The Approved Negotiator must make royalty payments (*tick one box* √):

(i) directly to the indigenous group's bank account *OR*

(ii) at the Approved Negotiator's office *OR*

(iii) at the Indigenous Group's residence

(f) The Indigenous Groups agree that the responsibility for the division of payment of royalties within the Indigenous Groups rests with the Groups and may be given to the Management Committee, but in no case is it the responsibility of the Approved Negotiator.

(g) The Approved Negotiator and the Indigenous Groups agree that the royalty rates are to be reviewed after [1], or [2], [3], [4], [5] years (5 years maximum). (*Directions: delete text in brackets[], whichever does NOT apply.*)

10. Working plan

(Directions: Outline the working plan for the period of the Agreement. Please attach any extra details and relevant maps)

The Approved Negotiator agrees to conduct forestry operations on the subject land under this Agreement in accordance with the following working plan (and any relevant maps attached to this Agreement) indicating areas to be harvested (coupes), sequence and dates of other operations (roads, bridges etc).

11. Post-logging land management

(Directions: Specify the post-logging land use management measures, including for land rehabilitation and protection, weed control, etc)

The Approved Negotiator agrees to undertake the following measures providing for the land use management of the subject land after logging operations in accordance with the following provisions:

12. Day-to-day relations

(Directions: Specify the Indigenous Groups’ requirements under (a) and the Negotiators requirements under (b). Strike out if not applicable.).

The Approved Negotiator agrees to use its best endeavours to ensure that the customs of the Indigenous Groups are observed and respected, and in particular to ensure that:

(a) custom *nasaras* (*meeting places or dancing grounds*) and other such sacred sites (which should be indicated in the *coupe harvesting plan*) are undisturbed and, or, respected; and

local “taboos” and rites (as may be directed by chiefs) are observed; and

other conditions as agreed:

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

The Indigenous Groups agree

(a) to deal with the Approved Negotiator through the Management Committee and not to take up separate or individual claims upon the Approved Negotiator; and

(b) to permit and facilitate the planning and implementation of the project, and in particular to ensure that:

the external boundary of the subject land is marked accurately in the field; and

the excluded areas of customary significance are clearly marked in the field by the Indigenous Groups; and

other conditions as agreed:

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

13. Income-earning preferences

(Directions: Specify any income-earning preferences by the Indigenous Groups)

The Approved Negotiator agrees that, consistent with reasonable commercial and safety requirements (e.g. where Licenced Operators are required under the Code of Logging Practice), preference will be given to the Indigenous Groups or their members in employment and business opportunities generated by the project set out in Clause 3, and in particular that:

14. Consultation and dispute settlement

(Directions: Specify procedures for consultation, mediation and arbitration, and any role to be played by the Management Committee appointed under the Forestry Act)

The Approved Negotiator and the Indigenous Groups agree that they will consult as and when necessary with a view to avoiding and resolving any disputes which may occur in the course of this Agreement, and in particular that:

- (a) Any dispute arising is to be first referred to the Management Committee and the Approved Negotiator for amicable solving.
- (b) The dispute is, however, to be referred to Field Forests Officer immediately if the Approved Negotiator and the Management Committee fail to resolve it.
- (c) Any difference that is unable to be resolved above that relates to a land dispute within the area, is to be referred to appropriate the Customary Lands Tribunal for decision.
- (d) Any difference that is unable to be resolved above relates to royalty rates or technical conditions of logging such as covered by the Code of Logging Practice, then the Forests Board or their nominated representative is empowered to make a decision. Before making this decision, the Board must become informed of the views representing the different parties and collect any evidence they consider necessary. The Board’s decision is final.

15. Compliance with laws

The Approved Negotiator agrees to:

- (a) comply with the Forestry Act and other laws; and
- (b) apply for, and comply with the terms, conditions and restrictions of, a timber licence under the Forestry Act over the subject land; and
- (c) gain and continue to hold all licences, permits and government approvals, as necessary, for the conduct of the forestry operations set out in clause 3.

16. Compensation

(Directions: Specify all matters for which compensation or penalties are payable, the manner of their calculation and regular revision, and the method of their payment)

The Approved Negotiator agrees to pay compensation or penalties to the Indigenous Groups for any forestry operations or other activities not specifically authorized by this Agreement and by law in accordance with the following provisions:

The Approved Negotiator agrees to pay compensation or penalties to the Indigenous Groups for the following:

- damage to existing roads;
 - (b) damage to fences (including wire, posts or gates);
 - (c) pasture space lost due to excessive logging debris;
 - (d) pollution or siltation to water for human or animal consumption;
 - (e) damage to food trees planted by the owner or occupier of the land;
 - (f) cost of labour and equipment employed to recover cattle escaped due to damage to fences or action of the Approved Negotiator;
- other damage to the owner or occupier of land through deliberate action or negligence of the Approved Negotiator.

Conditions relating to the manner of calculation of compensation, revision of that manner and the method of payment of compensation:

17. Variation

(Directions: Specify the requirements for variation of the Agreement)

The Approved Negotiator and Indigenous Groups agree that the operation of this Agreement may only be varied within the boundary of the subject land.

The Approved Negotiator and Indigenous Groups agree that the boundary of the subject land may only be constricted but **not** extended.

Notes:

Variations made to this Agreement require Forests Board Approval.

Transfer of this agreement is **not** permitted unless both the Indigenous Groups and the Forests Board agree and the “new” company is prepared to comply with provisions of the existing agreement (otherwise a new agreement has to be negotiated).

18. Termination

(Directions: Specify the circumstances in which the Agreement may be terminated and the method of its termination)

This Agreement is only to be terminated on one of the following conditions:

- (a) If, and when, the Director is satisfied that all forestry operations are completed in the subject land and provisions of this Agreement have been complied with, the Indigenous Groups and the Approved Negotiator may jointly sign for the termination of this Agreement.
- (b) If, in the Director’s opinion, there is sufficient evidence to prove that the Approved Negotiator has repeatedly violated, or, failed to comply with a provision of this Agreement.
- (c) If there is sufficient evidence to prove that the Approved Negotiator is financially bankrupt, the Director may terminate this Agreement.

19. Records

(Directions: Specify the matters upon which, and methods by which, regular records are to be supplied to the Indigenous Groups on forestry operations and other relevant activities conducted under the Agreement. Those records should include data on the pre-logging state of the forest resource, volume and number of trees logged by species, sales in particular, the buyer, the date, the location and the payment and royalty calculations. A provision must be included requiring the Approved Negotiator to promptly forward a signed copy of all records provided under this clause to the Director.)

The Approved Negotiator agrees:

- (a) to undertake a pre-logging inventory and provide information collected by the Approved Negotiator on the pre-logging state of the forest resource to both the Indigenous Groups and

the Director of Forests (This pre-logging inventory must include an estimate of the net loggable area and expected volume to be harvested by species); and

(b) to give the Indigenous Groups or the Management Committee free access to the felling register or other records of trees removed from the subject land provided a guarantee is given that records will not be altered nor destroyed; and

(c) to give the Indigenous Groups details of the number of trees, date and volume harvested and royalty payments by species whenever payments are made; and

(d) to promptly forward a signed copy of all records provided under this clause to the Director of Forests.

The Indigenous Groups agree that the Management Committee is to take responsibility for the records of money paid by the Approved Negotiator on behalf of the Indigenous Groups.

20. Inspections

(Directions: Specify (as appropriate) the Management Committee’s rights to access the Approved Negotiator’s records, and rights to inspect the Approved Negotiator’s forestry operations under this Agreement)

The Approved Negotiator agrees to allow the Management Committee members to inspect the Approved Negotiator’s records and forestry operations to monitor performance of the terms and conditions of this Agreement.

A Management Committee members’ inspection may take place at any reasonable time, provided reasonable safety precautions are observed and normal forestry operations are not unreasonably disturbed.

21. Agreement

This Agreement binds the Approved Negotiator, and any agent, sub-contractor, heir or assign of the Approved Negotiator, and binds all members of the Indigenous Groups.

SIGNED for and on behalf of the Approved Negotiator by:

Print name	Position (e.g. Managing Director)	Signature

in presence of (witness)(signature or thumbprint)

.....(print name of witness)

And SIGNED for and on behalf of the Indigenous Group by:

Print name	Position (e.g. Committee member, Chief etc.)	Signature (or thumbprint)

Are there any additional landowners? Yes No *(If yes, attach another copy of this sheet)*

all the above signatures being placed in the presence of (witness)

..... *(signature or thumbprint)*

..... *(print name of witness)*

ENDORSEMENT OF FOREST INVESTIGATION OFFICER
[Section 26(1)(c)]

I, *(print officers name)*, being a Forest Investigation Officer certify that the decision to enter into this Agreement was taken by each Indigenous Group referred to above in the manner recorded for that Indigenous Group under section 20(3)(d) of the Forestry Act.

Signed: Position: /...../20....

Print name:

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 6
[Section 26(1)(d)]

CERTIFICATE THAT TIMBER RIGHTS AGREEMENT WAS INTERPRETED TO INDIGENOUS GROUPS

I,, being a forestry officer under the Forestry Act, certify that:

(print officers name)

the contents of the attached timber rights agreement were interpreted in my presence

by *(name of interpreter)*

of *(village/area)*

into the language,
which is understood by the persons signing for and on behalf of the Indigenous Groups,
and to the best of my knowledge and belief the contents were understood by those
persons.

Signed: Position:/...../20.....

Print name: Forestry Officer Date

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 7

[Section 27(3)]

CERTIFICATE OF APPROVAL

This certificate is to confirm the Forests Board of Vanuatu's approval of the timber rights
agreement made on the day of, 20... between

..... (*the Approved Negotiator*)

and (*the Indigenous Groups*).

Signed:/...../20...

Chairman, Forests Board of Vanuatu Date Official stamp

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 8

[Section 29(2)]

APPLICATION FOR TIMBER PERMIT

Directions:

This form is to be used where, in the Director of Forests' opinion:

- (a) the custom owners of land are willing to sell timber rights in the land; and
- (b) the volume or value of the timber concerned is not sufficient to justify the effort and expense of negotiating a timber rights agreement under Division 2 of the Forestry Act.

This application must be lodged with the Director of Forests and be accompanied by the prescribed fee and a map of the location of the permit area that is of a standard satisfactory to the Director.

I, of
(Person's name) (Company)

of apply for a Timber Permit.

(Address)

1. Island where logging operations are planned to be carried out:

.....
2. Description of area:

(Directions: please describe the area using local place names or other notable features and also attach a map. Please note that the application may be rejected if the map is not of a standard satisfactory to the Director of Forests. The Department of Forests can assist in providing maps – please ask):

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

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 9
[Section 29(3)(a)]

TIMBER PERMIT

This Permit is granted to of
[Persons name] [Company]

of for the purpose of commercial forest operations
[Address]

to obtain from area on
[Type of Produce] [local area place name]

the island of

for the period commencing on the day of20.....

and ending on the day of20.....*[Maximum period 1 year]*

Maximum round log volume to be cut under this Permit:m³ (cubic metres)

[Take note that the maximum permit volume is not to exceed 200m³ or the maximum volume under the permit holder's licence, whichever is the smaller.]

Minimum round log volume to be cut under this Permit:m³ (cubic metres)

Description of area *[using local place names or other notable features and attach a map.]*:

The owners agree to sell and the applicant agrees to pay the royalty rates below *[rates must be equal or higher than the minimum royalty rates prescribed by the Minister]*:

Species name or group	Grade or product (if applicable e.g. sawlog or veneer)	Royalty to be paid to owners and unit (e.g. Vt per m ³ gross round log)
All species		
All softwood species (conifers incl Kauri)		
All hardwood species (most rainforest trees)		
Selected species (list individually below)		

Are there any additional species? Yes No *(if yes, write on an attached sheet)*

On land belonging to the custom owners of the land listed below *(Director to obtain landowners signature or mark if possible)*:

Name of landowner(s)	Address (village or post box)	Name of land on which logging operations are to be carried out	Signature or mark of landowner

Are there any additional landowners? Yes No (If yes, attach another copy of this sheet)

Signed: Position:

(Director, Deputy Director, or Regional Forester only)

Print name: Date: day of 20.....

Conditions of Permit

This Timber Permit is issued subject to the following conditions—

1. Log volume is to be calculated on the sound round log volume under bark in accordance with the Log Scaling Manual or the equivalent manual issued by the Director of Forests from time to time.
2. This Timber Permit only authorizes commercial forestry operations on land shown in the attached map.
3. The permit holder must keep a felling register and must, not later than the next working day after felling any tree, allot the next available number to the log cut from such trees, or where more than 1 log is cut from any tree, separate consecutive numbers to each such log, and must correctly enter in the register within 3 days of felling a tree—
 - (i) the number of each log;
 - (ii) the date felled; and
 - (ii) the species of tree.
4. The permit holder must correctly enter into the felling register by the 5th working day of the month following the month in which the tree was felled the following—
 - (i) the length of the log;
 - (ii) the diameter of the log measured at the midpoint under bark OR the diameter measured twice at right angles at each end of the log;
 - (iii) the sound volume of each log after allowance has been made for defects in accordance with standard procedures set out in the Department of Forests Log Scaling Manual or the equivalent manual issued by the Director of Forests from time to time;
 - (iv) the royalty payable to the custom owner of land in respect of each log;
 - (v) the forest management charge payable in respect of each log.
5. If the log is to be exported from Vanuatu, the permit holder must not later than 7 days following entry of the log in the register, record that the log is for export and the planned date of export.
6. The permit holder must not later than the next working day after a tree has been felled:
 - (i) hammer mark the number of each log on both ends of the log cut from that tree, and
 - (ii) hammer mark the numbers of logs cut from that tree on the stump of the tree.

7. The permit holder must produce the felling register to any Forest Officer when requested to do so.

8. The permit holder must submit to the Director of Forests on the 15th of each month felling registers of logs cut in the previous month.

9. The permit holder must pay to the Director of forests all forest management charges payable on timber felled in any month by the last working day of the following month.

10. The permit holder must pay to the custom owners of the land concerned all royalties payable on timber felled in any month by the last working day of the following month.

11. The permit holder must as soon as practicable and not later than 60 days after felling, remove all logs from the land of the custom owner except logs that are unmerchantable because of some defect exceeding 50 per cent of the volume.

12. The permit holder must not fell any tree of any species designated by the Director as excluded on this Timber Permit or as a protected species under section 53 of the Forestry Act.

13. The permit holder must not fell any tree marked or branded by any Forest Officer as a seed tree, potential future crop tree, fruit or nut tree unless those trees are specifically approved for felling by the custom owners of the land concerned under this Timber Permit (a specific provision under Part B of this Timber Permit is required).

The permit holder must not fell any undersize tree (within the meaning of the Silvicultural Prescriptions).

B. Conditions of Permit imposed by the Director

15. Are there any additional conditions? Yes No (*if yes, write below or on an attached sheet*)

In addition to the conditions set out above, the Director of Forests imposes the following conditions in respect of this permit—

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 10
[Section 30(2)]

FORESTRY LEASE

This Forestry Lease is an agreement by both the Lessor and Lessee to enable the Lessee to use the lease land for the establishment, maintenance and harvest of timber from a crop of trees subject to the conditions agreed between the two parties as set out below.

1. Lessor: Customary land-owning group

Represented by:

Lessor's name(s)	Occupation	Local land name	Address

2. Lessee's details:

Lessee's name	Occupation	Company	Address

3. The Lessor is [registered as] the owner of [a lease of] the lease land.

(Directions: delete text in brackets [], whichever does NOT apply.)

4. The Lessor acknowledges receipt from the Lessee of the sum of VT....., being the premium required for the grant of this Forestry Lease.

5. The Lessor agrees to lease to the Lessee the lease land described in the First Schedule for the term of years from day of 20..... .

6. The Lessee must pay to the Lessor the yearly rent of VT....., payable in advance on the first day of January in each year, subject to the provision for rent revision specified in the Second Schedule.

7. This Forestry Lease is granted and accepted under and subject to the provisions of the Forestry Act, the Land Leases Act and the Land Reform Act, and on and subject to the terms, conditions, provisions, restrictions and covenants set out in the Schedules to this Forestry Lease , except as otherwise expressly provided to the contrary in this Lease.

8. The rights and easements specified in the Third Schedule are included in this Forestry Lease.

FIRST SCHEDULE

Description of the lease land subject to this Forestry Lease

(Directions: Provide the following information on the lease land:

- (a) Location of lease area / island,*
- (b) Total lease area in hectares,*
- (c) Land title if land is registered,*
- Map of the area,*
- Detail the forestry, agriculture and other activities currently or previously occurring on the lease land.)*

The land covered by this Forestry Lease is known as

(include land name(s) if known)
.....

on the island(s) of
.....

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which are clearly marked in red stripes (////) on the [official 1 : 50,000 scale topographical] map attached to this Lease, and which is referred to in the remainder of this Lease as “the lease land”.

Approved survey plan

The Lessee must provide the Lessor with a survey plan of the lease land surveyed by a licensed surveyor and approved by the Director of Forests or the Director of Lands.

Boundary of Lease Land

(Directions: The description must be adequate for the identification of the lease land. The Lessee may be required to mark the outside boundary of the land in some identifiable manner, and to identify those areas within that land which may have been, by agreement, excluded from forestry operations, such as sacred sites, burial grounds, etc)

(1) The external boundary of the lease land must be marked in the field and paid for in accordance with the following table.

(2) The Lessor and Lessee agree that the marking of the external boundary must involve the Lessor to ensure the boundary is marked according to custom boundaries.

(Directions: Place a tick in the box specifying who will do the work and pay for boundary marking :)

	Lessor (Custom owners)	Lessee (Company)
Boundary marking is to be carried out by:		
Boundary marking is to be paid for by:		

(3) Payment for boundary marking is to be VT per person per day OR VT for the total work.

Areas to be excluded from forestry operations

(Directions: The Lessee must provide to the Lessor a list of areas to be excluded from commercial forest operations and areas to be planted with trees, and these must be clearly located on a map of suitable scale and features to be acceptable to the Director of Forests.)

(1) The subject land does not include the following internal areas (if any):

-
-
-
-

(2) The internal boundary of the subject land is to be marked in the field and paid for in accordance with the following table.

(3) The Lessor and Lessee agree that the marking of the internal boundary must involve the Lessor to ensure the boundary is marked according to custom boundaries.

(Directions: Place a tick in the box specifying who will do the work and pay for boundary marking :)

	Lessor (Custom owners)	Lessee (Company)
Boundary marking is to be carried out by:		
Boundary marking is to be paid for by:		

(4) Payment for boundary marking is to be VT..... per person per day OR VT for the total work.

SECOND SCHEDULE

1. Lessor and Lessee may appoint representatives

(1) The Lessor and the Lessee may appoint representatives to negotiate and administer this Forestry Lease.

(2) Discussions, negotiations, notices and agreements made in relation to this Forestry Lease must be made between the duly authorised representatives of the Lessor and Lessee, each of whom is responsible for informing the other party of the names and contact details of their representatives and what powers those representatives have. No binding agreements in relation to this Forestry Lease may be made without the agreement of both the Lessor or Lessee either in person or through their representatives.

(3) The Lessor may decide to appoint a Management Committee to administer this Forestry Lease from within the Lessor's custom landowning group or groups or appoint outside agents to assist them.

(4) The Lessor may seek assistance from the Director of Forests in managing this Forestry Lease. The Lessor and Lessee acknowledge that on receiving a request for assistance, the Director may decide to nominate a Forestry Officer to attend meetings of the Management Committee or provide other such advice or assistance as may be appropriate from within Government.

(5) The Lessee may appoint local managers or agents.

2. Environmental Impact Assessment

(Directions: The preparation of an Environmental Impact Assessment (EIA) and an archaeological survey will be required before a Forestry Leases that will involve major new logging and reforestation programs may operate.)

(1) If this Forestry Lease requires a reforestation program covering more than 100 hectares per year, the Lessee must prepare an Environmental Impact Assessment and submit it to the Director of Forests and the Lessor before the commencement of the establishment, maintenance or harvest of timber from a crop of trees under this Lease.

(2) The Environmental Impact Assessment must be conducted by specialists approved by the Director of Forests in consultation with the Environment Unit in the Ministry of Lands, Geology and Mines and prepared according to the guidelines and standards specified by the Environment Unit.

(3) The cost of an Environmental Impact Assessment is to be borne by the Lessee.

(4) The Lessee must prepare and submit to the Lessor and the Director of Forests an archaeological site survey on areas proposed for the establishment and maintenance of a crop of trees or for reforestation. The survey must be undertaken by a specialist appointed by the Director of Forests at the cost of the Lessee.

3. Plans for Forestry Operations

(Directions: Specify the Lessee's rights and obligations for the purpose of conducting the forestry operations concerned. Where appropriate, a management plan should be incorporated as part of this clause.)

(1) Prior to conducting any operations on the lease land, the Lessee must produce and submit to the Lessor a management plan for the lease land. The management plan must be prepared to the satisfaction of the Lessor and its representatives.

(2) For a large plantation development (being one that involves over 100 ha of reforestation per year), the Lessee must to submit an annual plan of operations to the Lessor at or prior to 31 October in each year.

(3) The annual plan must:

(a) set out all the activities which the Lessee reasonably expects to carry out as part of the forestry operations on the lease area in the 12 months from and including the next 1 January until the following 31 December; and

(b) not contain proposals which are inconsistent with any rights of the Lessor or with any obligations of the Lessee under this Forestry Lease.

(4) Within one month of submission of the annual plan to the Lessor by the Lessee for approval, the Lessor must do one on the following:

(a) approve the annual plan and give written notice of that approval to the Lessee; or

(b) reject the annual plan with written reasons and recommendations for amendments that may make it suitable for approval.

(5) The Lessee may submit any variation to a proposed annual plan to the Lessor at any time.

(6) Any variation approved by the Lessor is taken to be part of the annual plan it varies.

(7) The Lessee may carry out all activities in any approved annual plan without further approval from the Lessor.

(8) For the purposes of this clause, the Lessor may request the Director of Forests to review the management plan or annual plan and provide comments and recommendations to the Lessor. It is acknowledged by the Lessor and the Lessee that in providing comments, the Director must not only consider the conditions and benefits relating to the Lessor, but must also consider the impact and benefits on the environment and wider community and make final recommendations in the national interest.

4. Related operations

The Lessee's right to establish, maintain and harvest timber from a crop of trees on the lease land includes the following:

- (a) the right to build and maintain roads;
- (b) the right to build and maintain buildings;
- (c) the right to clear existing vegetation for the purposes of planting a crop of trees;
- (d) the right to plant, maintain and harvest a crop of trees;
- (e) the right to implement the approved annual plan on the lease land;
- (f) other rights and obligations specified under this Forestry Lease.

5. Reservations and restrictions

(Directions: Specify any areas reserved from the forestry operation concerned, any restricted activities, etc)

The Lessee must ensure that no forestry operations under this Forestry Lease are conducted on:

- (a) sites of cultural importance as determined to the Lessor;
- (b) Conservation Areas;
- (c) steep land over 30 degrees slope or unstable land and environmentally sensitive areas;
- (d) water courses (all operations around a water course must follow the appropriate buffer zones prescribed in the Code of Logging Practice);
- (e) areas that the Lessor wishes to preserve that have been specified under this Forestry Lease, providing that these have been clearly marked beforehand. (The Lessor acknowledges that if excluded areas are not been marked, the Lessee is not responsible for compensation or damage to the unmarked areas).

6. Lease renewal

(Directions: Specify the provision, if any, for lease renewal)

Renewal of this Forestry Lease is subject to the Land Leases Act [Cap. 163], as amended from time to time.

Other conditions:

.....

7. Rent revision

(Directions: Specify the arrangements for periodic revision of rent)

.....

.....

8. Variation

(Directions: Specify the provision, if any, for variation of terms, etc)

- (1) The Lessor and Lessee may only vary this Forestry Lease by agreement in writing.
- (2) The Lessee must notify the Lessor and the Director of Forests of variation to an approved annual plan.

9. Breaches of lease conditions and dispute resolution

(Directions: Set out any provisions relating to breaches including the requirement of notices, period to rectify breaches, or compensation that may apply. Dispute resolution procedures will need to be negotiated between the parties.)

The Lessee and the Lessor must notify the Director of Forests on any breach of conditions of this Forestry Lease by either party.

Other conditions:

.....

.....

.....

.....

10. Others provisions

(Directions: Set out any other provisions)

Are there any additional conditions? Yes No (if yes, write below or on an attached sheet)

The following additional conditions apply in respect of this lease —

.....

.....

THIRD SCHEDULE

The following rights and easements (if any) are included in this Forestry Lease:

(a)

.....

(b)

.....

(c)

.....

Dated at this day of 20.....

SIGNED by the Lessor

(Signature) (Print name)

in the presence of:

(Signature) (Print name)

SIGNED by the Lessee

(Signature) (Print name)

in the presence of:

(Signature) (Print name)

Copies of the Lease and this form are to be given to the Lessor, Lessee, Director of Forests, Director of Lands and the Lands Survey Office.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 11

[Section 44(1)]

APPLICATION FOR TIMBER LICENCE

General Directions

The applicant is required to fill in all the relevant particulars in this form, truthfully and to the best of their knowledge and ability. The application will be considered by the Forests Board, which may require the production of further documents and information by the applicant.

The relevant application fee set out in the Forestry Regulations must be paid at the time of application.

Please answer the following questions. Take note that it is an offence to give false or misleading information.

If extra space is required, please answer on a separate page using the number of each question (eg 1(f)(I) Assets).

To: The Director of Forests

I, (full name),

of (address),

apply for a timber licence under the Forestry Act over an area of customary land known

as
(include land name(s) if known)

on the island(s) of..... ,

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which land are marked in red and striped (////) on [the official 1 : 50,000 scale topographical] map attached to this application, and which is referred to in the remainder of this application as “the proposed project area”.

I declare that I have read and fully understand the contents of this application form and have completed it truthfully and to the best of my knowledge.

SIGNED for and on behalf of the Applicant by:

Print name	Position (e.g. Managing Director)	Signature

in presence of (witness)(signature or thumbprint)
.....(print name of witness)

Part A: Preliminary

1. Are you an approved negotiator under Section 19 of the Forestry Act?

Yes No

(Directions: If yes, you DO NOT need to fill out Part B of this form. Instead attach as part of this application:

(a) a copy of the Application for Approval to Negotiate submitted by the Applicant to the Director of Forests; and

(b) a copy of the Approval to Negotiate given by the Forests Board; and

(c) a letter showing any alteration of the particulars provided in the submitted Application for Approval to Negotiate, and a working plan for the first year of operations.)

If your answer to question 1 was “No”, what is your connection with the land where the commercial forestry operations are proposed?

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

Please attach any relevant documents relating to your connection with the land (eg Customary Land Tribunal or Island Court declarations, survey plans, Lands Department leases or other documents).

Part B: Details of application

Details of applicant

(a) Type of Applicant (tick one box

This application is made:

- (I) in my personal capacity
- (II) on behalf of –
 - (i) a partnership
 - (ii) a private company
 - (iii) a public company

(Direction: If (I), (II) (i) or (II) (ii), fill in the details below for yourself **and** all other partners or shareholders)

(b) Details of Applicant

Applicant Partner or other shareholder

Full name:
Postal Address:
Residential address:
Phone no.:
Fax No.:
Nationality:
Passport no. (for non-ni-Vanuatu):

(c) Main occupation:

Other occupations:

(d) Do you have any criminal convictions? Yes No

(If yes, give details)

.....

(e) What are your present business activities?

(I) in Vanuatu:

.....

(II) elsewhere (name country):

.....

(f) In Vanuatu, what are your present

(I) assets?

(II) liabilities?

(g) Give full details of –

(I) your expertise in forestry:

.....

(II) your experience in forestry operations:

.....

(h) (If you are a public company (and ticked the box in (a) (II) (ii)), please fill in the

following section)

Name of company:

Country of incorporation:

Stock exchange listing (if any):

Registered office address:
.....

Business phone no.: Fax no.

Internet Web-site: E-mail:

Your position in the company:

Does the company have ni-Vanuatu membership? Yes No
(If so, state the proportion of the company's voting rights held by ni-Vanuatu)(%)

Describe the company's shareholding:
.....

Names of directors:
.....

What are the company's activities?
(I) in Vanuatu:
(II) elsewhere:

In Vanuatu, what are the company's present assets?
and liabilities?

Give full details of –
(I) the company's expertise in forestry:
(II) the company's experience in forestry operations (places and number of
years):

(i) (All applicants, other than Approved Negotiators, to answer)

Are you a foreign investor under the Vanuatu Foreign Investment Promotion Act? Yes No

If yes, have you received Vanuatu Investment Promotion Authority approval for this project?
*(Give details of any approval including date and number or preferably attach Vanuatu
Investment Promotion Authority proposal and approval papers)*
.....

If not yet approved by the Vanuatu Investment Promotion Authority please give details of any
application made *(Date, title etc.)*
.....

Details of the proposed project area

(a) What is its area?:

- 0 - 200 ha
- 200 – 500ha
- 500 – 1,000 ha
- 1,000 – 10,000ha
- greater than 10,000 ha

If greater than 10,000 ha, please specify: hectares

(b) What studies have you conducted of the proposed project area? *(list titles and attach copies if available)*.

.....

(c) To the best of your knowledge, describe the project area's:

(i) main land forms:

(ii) topography:

(iii) soil types:

(iv) forest resource types:

(v) population and their distribution:

(vi) present infrastructure and services:

(d) List the sources you have relied on in answering (c) above *(e.g. National Census)*.

.....

Details of the proposed project

(If extra space is required, please answer on a separate page using the number of each question (eg 3 (g) Plant and Vehicles).

(a) What are the kinds and levels of forestry operations suitable for the proposed project area, under the Forestry Sector Plan?

.....

(b) What kinds and levels of forestry operations under (a) above do you propose to conduct?

.....

(c) What infrastructure and services will be necessary for the operation under (b)?

.....

.....

(d) Are the present infrastructure and services adequate for the efficient and effective conduct of the forestry operations stated at (b)? *(Make comments, as necessary)*

.....

(e) What additional infrastructure and services would you propose to provide?

.....

(f) What management structure is proposed?

.....

(g) What plant, vehicles and equipment do you propose to use? *(Give full details, showing in each case whether you own, lease or hire the item, or specify some other arrangement)*

Name of plant, vehicle or equipment	Quantity	To be owned, leased or hired	Purpose of use

(h) Describe (or attach), as fully as you can, the management plan you will follow under the proposed project:

.....

(i) What is the timing of the proposed project? *(Show or attach, on a yearly basis, the sequence of operations during the entire life of the proposed project).*

.....

(j) What employment would be involved in carrying out the proposed project? *(Indicate the likely number of employees and other personnel (e.g. contractors) who would be operating in the proposed project area at each stage of the sequence of operations under (i) above, their jobs, and whether they would be ni-Vanuatu or expatriate).*

Position title	Ni-Vanuatu or Expatriate?	Number of people

(k) Outline any training program planned for ni-Vanuatu employees:

.....

(l) Will agents or sub-contractors be involved? *(If yes, give names, and details of how, and at what stage of the sequence of operations under (i) above)*

.....

(m) Is any other Government approval required before a part of the proposed project can proceed? *(If yes, give details, including steps being taken to secure the approval)*

(n) Do you propose to carry out any subsidiary projects, in association with the proposed project? *(e.g. agroforestry or other replanting. If yes, give details)*

.....

(o) List below *(or attach)* species and amounts to be cut and the proposed royalty rates and units (e.g. Vatu per cubic metre in log form):

Species name or group	Amount of Timber requested (eg volume in m ³ or tonnes)	Grade or product (if applicable e.g. sawlog or veneer)	Royalty rate to be paid to owners and unit (e.g. Vt per m ³ gross round log)
All species OR			
All softwood species (conifers incl Kauri) OR			
All hardwood species (most other trees) OR			
Selected species (list individually below)	Are there any additional species? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(if yes, write on an attached sheet)</i>		
Total amount requested (sum of amounts requested under column 2)			
Total value of the operation (Volumes requested x Royalty to be paid)			VT

(p) Location at which forest products are to be processed:

.....

.....

(q) Description of the sawmill and other processing plant: *(e.g. sawmill capacity and estimated investment)*

.....

.....

(r) What scope do you see for the participation of ni-Vanuatu in the business opportunities afforded by the proposed project?

.....
.....

(s) Proposed date of commencement of operations:/...../.....

Day Month Year

(t) Proposed date of completion:/...../.....

Day Month Year

Financial details

(a) Attach, as part of this application, a statement in conventional form prepared by an accountant or other suitably qualified person, showing the cash flow and financial analysis of the proposed project, the breakdown of expected revenue and expenditure, and the sources of all finance required.

(b) Give the name of the accountant who prepared the statement, state their professional qualifications, and ensure they sign and date the statement.

.....
.....

Market and marketing strategy

What timber product do you intend to market under the proposed project?

.....

Describe any processing of the product under (a) above, which you intend to carry out:

.....

(c) Where will the timber under (a) above be marketed?

Forest Product	Where Forest Product is to be marketed

(d) Do you have buyers already secured? Yes No (If yes, give name and country)

.....

(e) Describe your marketing strategy:

.....

Environment protection

(a) What natural qualities of the proposed project area (land forms, watersheds, wildlife habitats, etc) do you regard as requiring protection from interference under the proposed project, and how would you see that protection as being provided?

.....

.....

(b) What measures would you regard as necessary to safeguard the lifestyle of ni-Vanuatu living in, or in the vicinity of, the proposed project area?

.....

.....

(c) What arrangements would you make for liaison with representatives of the customary land owners of the proposed project area, over matters affecting them, and their environment, during the course of the proposed project?

.....

.....

Applicant's representative

For the purposes of the Forests Board's consideration of this application, the applicant is represented by:

Name:

Company:

Address in Vanuatu:

Phone no.: Fax:

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 12
[Section 44(4)]

TIMBER LICENCE

[Office use only]

Licence No.:

Date of issue:

THIS TIMBER LICENCE is granted to
(Name of Licensee)
of for the purpose of conducting forestry operations

(Address)

on the area of customary land known ason the island(s) of
.....

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which land are marked in red and striped (////) on [the official 1 : 50,000
scale topographical] map attached to this application, and which is referred to in the
remainder of this Timber Licence as “the Licence Area”.

for the period commencing on the day of20.....and
ending on the day of20.....

Maximum amount to be harvested, volume or weight, to be harvested each calendar year
under this licence: (quantity and units eg m³)

Minimum amount to be harvested, volume or weight, to be harvested each calendar year of
this licence: (quantity and units eg m³)

Location and address of processing plant at which the product is to be processed:
..... (town), on (island)

Amount of bond required to be entered into: VT.....

Licence fees for the year to 31 December next after date of issue: VT.....

Minimum sum payable as forest management charges for the year to 31 December after date of issue: VT.....

Terms, conditions and restrictions

Rights to conduct commercial forest operations and harvest selected species

This Timber Licence gives the Licensee the right to conduct commercial forest operations in the Licence Area including the right to harvest selected species of trees as set out below.

This Timber Licence allows the Licensee to cut trees of the following species (*tick the box and strike out text in square brackets if not applicable*):

(a) All [hardwood] [and / or] [softwood] species excluding protected species and fruit and nut trees unless the latter are specifically approved by the custom owners of land in writing.

[and/or] (*strike out text in square brackets if not applicable*)

(b) The species listed below:

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

Are there any additional species? Yes No (*if yes, write on an attached sheet*)

This Timber Licence only allows the Licensee to harvest trees which, when measured at 1.30m above the ground, are above the diameters set out in the Vanuatu Silvicultural Prescriptions issued by the Director of Forests from time to time.

Note: Where an agreement has been made with the custom owners of the land and set out in a Timber Rights Agreement or by the Director in a Timber Permit, those agreements can restrict, but not expand, the rights to operate set out in this Timber Licence. For example, the landowners can restrict the felling of certain trees in their area even if they are not restricted by this licence. However, the landowners cannot approve harvesting of a species that is not allowed under this Timber Licence or the Forestry Act (e.g. a protected species).

Limitation on rights to harvest timber

(Directions: Specify any area, trees, tree sizes, timber rights, etc, which are excluded from the Licensee’s entitlement to log under the licence)

The Licensee is not permitted to:

fell any tree listed as a protected species under this Act, and conduct any commercial forest operations in a Conservation Area declared under the Forestry Act, and conduct any operations contrary to the Vanuatu Code of Logging Practice, including, but not limited to, felling trees in watercourse buffers, sacred sites, or trees marked for retention, and fell any tree under the size limits for that species given in the Vanuatu Silvicultural Prescription Guidelines for the relevant Silvicultural Forest Harvesting Type, and remove trees from custom owners land until all the required details have been fully entered into a felling register or tally sheet.

Royalties

The Licensee must pay the royalties to the Indigenous Group as agreed between them in the Timber Rights Agreement or as set by the Director in a Timber Permit.

Programme of operations

(Directions: Specify programme of all operations to be carried out, and the Licensee’s duty to prepare an annual working plan in advance, to be submitted to the Director of Forests’ approval)

The Licensee must by 31 October each year prepare and submit to the Director of Forests for approval an Annual Plan of Operations for the coming year. The Annual Plan of Operations must set out the proposed road works and a schedule of harvesting operations and include such maps as may be necessary to satisfy the Director of Forests as to the location and extent of the operations in the coming year. Detailed Coupe harvesting plans that are required under the Code of Logging Practice can be prepared once the final Annual Plan is approved.

Additional conditions:
.....
.....
.....

Quotas

The minimum and maximum volume of logs to be cut under this licence each year is set out above.

Note: A minimum Forest Management Charge is payable to the Department of Forests based on the average royalty for all Timber Rights Agreements and the minimum volume of logs to be harvested. This fee is payable even if the company does not harvest any timber during the year as a minimum management charge to cover Department of Forests costs and as an incentive to actively use the resource and provide benefits to landowners.

It is a condition of this Timber Licence that the Licensee must not obtain in any one year more than 30% of the timber volume allowed under the Licence by using Timber Permits.

Additional conditions on quotas:

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

Logging practices

(Directions: Specify requirements for felling, extraction, roads, etc, and penalties for non-compliance)

The Licensee must carry out all commercial forestry operations in accordance with the requirements of the Forestry (Code of Logging Practice) Order No. 26 of 1998 (as amended or replaced from time to time).

The Licensee must ensure that all persons working in commercial forestry operations will be licensed and trained in the principles of the Code of Logging Practice.

Note: No person is to supervise utilisation operations or carry out any of the defined activities associated with utilisation operations, unless he or she holds a valid forestry operator’s licence under the Forestry (Code of Logging Practice) Order. The defined activities include the following (which may be amended from time to time by amending the Forestry (Code of Logging Practice) Order):

chainsaw operator, tree felling, log scaling, machine operation (skidding and loading), road construction and maintenance, log hauling, utilisation operations supervision, or mobile sawmilling.

Additional conditions:

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

Infrastructure

(Directions: Specify requirements below or as separate attachments for the location and standard of roads, bridges, wharves, etc)

The Licensee must ensure that infrastructure construction and maintenance meets or exceeds the requirements of the Code of Logging Practice which sets out minimum standards including construction of log landings, roads, bridges, camps and wharfs.

Additional conditions:

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

Are there any other conditions? Yes No (if yes, write on an attached sheet)

Licensee’s expertise

(Directions: Specify requirements for Licensee’s expertise, equipment, finance, etc)

The Licensee must ensure that all workers are competent to carry out their tasks in an efficient and safe manner.

In this clause “competence” means having sufficient skills and knowledge to be able to perform the relevant utilisation operations to the required minimum standard set out in the Code of Logging Practice or to the satisfaction of the Director.

The Licensee must demonstrate a commitment to training workers to achieve a safe, competent and efficient standard of work practices sufficient to obtain a forest operators licence for positions requiring such a licence under the Forestry (Code of Logging Practice) Order No. 26 of 1998.

All tree fellers, skidder drivers, log scalers and company utilisation operations supervisors who operate under this Licence must have a valid forestry operators licence issued by the Department of Forests.

Additional conditions:

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

Post-logging land management

(Directions: Specify requirements for ripping, windrows, protective replanting, etc)

The Licensee must comply with the post-logging land management requirements specified in the Code of Logging Practice.

Additional conditions:

.....
.....

.....
.....

Method of log measurement

(Directions: The Department of Forests Log Scaling Manual is the default system of measurement unless another system is agreed to by the Director (eg sale by weight) in which case it must be set out or referred to below.)

The Licensee must ensure that all logs are measured by competent and licenced workers according to the procedures in the Department of Forests Log Scaling Manual.

The Department of Forests has the right to remeasure any and all such logs as it deems necessary to check that the measurements are accurate. The Licensee must arrange the logs in a suitable way for safe and efficient measurement when requested to do so by a Forest Officer.

If there is a difference of more than 10% between the Licensees records and the Department of Forests remeasurement, an additional payment must be made for undermeasurement by the Licensee and the Department will provide a rebate for an overmeasurement if the logs have been paid for and the Forest Management Charge due is to be adjusted accordingly.

Additional or alternative log measurement conditions:

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

Records

The Licensee must keep detailed and proper records specifying the following information:

- (a) what type of licence the Licensee is operating under and the details of the licence or permit;
- (b) the local government region, island and area being logged;
- (c) the name(s) of land owner(s) or group of land owners of the area being logged;
- (d) the species being harvested and the total quantity (number and volume of logs or weight of forest product) of each such species being harvested; and
- (e) a list of landowners indicating their receipt of their appropriate log royalties' payments above the minimum rate prescribed; and.

a list of all licensed forest operators under the Forestry (Code of Logging Practice) Order No. 26 of 1998 operating under this Licence.

Logs must be uniquely numbered using a durable system and their measurements and harvest location entered into the official Log Scaling Tally Sheet or Felling Register containing the details required by the Director before the logs are removed from the logging area.

The Licensee must submit the Tally Sheets or Felling Registers for logs harvested within one month after the end of the month that the logs were felled.

The Licensee must submit a quarterly report to the Director including details of the volumes harvested, volume of timber in cubic metres sold domestically and exported. For timber exported, the Licensee must include a summary of quantities exported in cubic meters, pricing and country destination and date of export.

The Licensee must allow the Director or a Forest Officer free access to Tally Sheets and Felling Registers or other records of trees removed from operations. Records should be made available as soon as practicable and preferably within 24 hours or at latest within one working week from the date of request.

If the Licensee harvest trees with an annual volume of over 500m³ per year, the Licensee must submit to the Director of Forests copies of its Felling Registers and Quarterly Reports. The copies must be in a hard copy and in an electronic form acceptable to the Director of Forests. (The Director will consider any reasonable request from a Licensee regarding the programme or design and arrangement of the forms.)

Environment protection

(Directions: The Code of Logging Practice is taken to be the minimum standard for commercial forest operations under those regulations. Specify any additional requirements that may apply to this specific operation – eg location or construction of roads, wharfs, etc or disposal of waste or effluent.)

If this Timber Licence has a minimum quota of more than 5,000 m³ per year, an Environmental Impact Assessment must be prepared and submitted to the Director of Forests before the commencement of any forestry operations.

The Environmental Impact Assessment must be conducted by specialists approved by the Director of Forests in consultation with the Environment Unit of the Ministry of Lands, Geology and Mines and prepared according to the guidelines and standards specified by the Environment Unit.

The cost of an Environmental Impact Assessment is to be borne by the Licensee.

An archaeological site survey on areas proposed for logging or reforestation must be undertaken by a specialist appointed by the Director at the cost of the Licensee.

Additional conditions:

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

Compliance with laws

(Directions: Specify Licensee’s duty to comply with laws of Vanuatu, including the Forestry Act, environmental protection, labour and foreign investment laws)

The Licensee must ensure that the requirements stated under this Timber License, including those related to environmental and cultural protection, labour, foreign investment, land and planning laws are observed and complied with at all times during the validity of this License.

Note: This Licence is subject to the general licence conditions and penalties set out in the Forestry Act. Additional conditions and penalties may also be relevant from other legislation. If a licence condition or other legislation is not complied with, section 37 of the Forestry Act allows for the suspension and possible cancellation of a Timber Licence.

Penalties and compensations

(Directions: Penalties for breaches of Licences may be applied based on the Forestry Act or the Code of Logging Practices Regulations. Specify and additional penalties or conditions below.)

A breach of a Licence condition or any other requirement by a worker of the licensee may result in:

- (a) suspension of the worker’s forestry operators licences under the Forestry (Code of Logging Practice) Order No 26 of 1998, and
- (b) suspension of this License in accordance with section 37 of the Forestry Act.

Note: Section 70 of the Forestry Act 2001 sets out offences and lists fines and possible periods of imprisonment if convicted by a court of a breach of the Act.

Additional conditions:

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

Director’s decision is final

The Director’s decision on matters under this Timber Licence is final and is not subject to appeal.

However, sections 38 of the Forestry Act, the Licensee to appeal decisions relating to matters involving the cancellation of the Licence where the relevant.[*]

Licence fee

The Licensee must pay a Timber Licence Fee as required under section 66 of the Forestry Act.

Requirement for the operation of a sawmill

(Directions: The Director may impose requirements for the operation of a sawmill under section 44(6) of the Forestry Act. If additional space is required attach separate pages and note here.)

The Licensee must operate a sawmill. The sawmill:

- (a) must be operational, or construction works commenced, within 6 months of the issue of this Timber Licence; and.
- (b) after it has commenced operating, must not be non-operational for a period that exceeds 6 months.

If the sawmill:

- (a) is not operational or construction works have not commenced within the 6 month period following the issue of this Timber Licence, or
- (b) has, after commencing operating, been non-operational for a period that exceeds 6 months,

the Licensee must notify the Director of reasons for the delay.

The annual Timber Licence Fees must still be paid whether or not any sawmill is constructed or not or is operating at full production or not.

The Licensee is required to establish a sawmill at:

.....

To be operational by (date)/...../20....

Construction plans and an equipment list for a new sawmill are required to be submitted to the Director before construction commences.

(Directions: Planning and environmental conditions for a sawmill (including the control and disposal of waste such as treatment chemicals) must be set out below or by referring to separate documents. These conditions are additional and do not override or take the place of any other planning or environmental requirements.)

Additional conditions on sawmill:

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

Other conditions imposed by Minister or Director

Additional conditions:

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

Signed:/...../20.....

Director of Forests Date Official stamp

Note: Under section 40 of the Forestry Act, the Director must send a copy of each Licence or variation to a Licence to:
(a) Local Government Council for the area
(b) The Management Committee for a Timber Rights Agreement that the Licence relates.

Under Section 36 (6) The Director must give written notice of a licence variation to the licensee.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 13
[Sections 37(1) and 37(2)]

NOTICE OF NON-COMPLIANCE WITH LEGISLATION
OR LICENCE CONDITIONS

To: (*licensee's name*)

I, (*name*), Director of Forests, have reasonable grounds to
believe that: (*tick one box* ✓)

(a) a term, condition or restriction of your licence is not being complied with;
or

*(Specify the term, condition or restriction breached and give reasons and evidence for breach
of licence term, condition or restriction)*

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

(b) a provision of the Forestry Act or the regulations under that Act relating to
your licence is not being complied with; or

(Specify the provision breached and give reasons and evidence for breach of legislation)

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

(c) you are engaging in a commercial forestry operation not authorized by
your licence.

*(Specify the commercial forestry operation concerned and give reasons and evidence for
believing it is unauthorized)*

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

Therefore I issue you this Notice of Non-Compliance with Legislation or Licence Conditions.

You may continue commercial forestry operations but you must do any or all of the following
as set out below:

(a) rectify the non-compliance;

- (b) pay compensation;
- (c) pay a penalty.

You must: *(tick the appropriate boxes √)*

make good the non-compliance within [7] [14] [21] days of the date of this notice.

pay compensation of VT to within [7] [14] [21] days of the date of this notice.

pay a penalty of VT payable to for that non-compliance within [7] [14] [21] days of the date of this notice.

Take note that if you fail to make good to my satisfaction the non-compliance or fail to pay any compensation or penalty as specified above, I may:

- (a) suspend your licence; and
- (b) call on you to show cause why the licence should not be cancelled.

Signed:/...../20... ..

Director of Forests Date Official stamp

Directions: The Director must send a copy of this notice to:

- (a) the local government council for the area,
- (b) the Management Committee if the area is covered by a Timber Rights Agreement

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 14

[Sections 37(1) and 37(3)(b)]

NOTICE OF SUSPENSION OF LICENCE

To: (*licensee's name*)

I, (name), Director of Forests, have reasonable grounds to believe that:

(tick one box √)

1. A Notice of Non-Compliance with Legislation or Licence Conditions that I issued on (date) has not been resolved to my satisfaction because you have failed to:

- (i) make good the non-compliance within the period requested;
- (ii) pay compensation of VT to; or
- (iii) pay a penalty of VT payable to for that non-compliance.

OR

2. One of the following is occurring and, in my opinion, the circumstances are sufficiently serious to warrant immediate suspension without the service of a notice of non-compliance under sections 37(1) and 37(2) of the Forestry Act:

- (a) a term, condition or restriction of your licence is not being complied with; or

(Specify the term, condition or restriction breached and give reasons and evidence for breach of licence term, condition or restriction)

.....

- (b) a provision of the Forestry Act or the regulations under that Act relating to your licence is not being complied with; or

(Specify the provision breached and give reasons and evidence for breach of legislation)

.....

- (c) you are engaging in a commercial forestry operation not authorized by your licence.

(Specify the commercial forestry operation concerned and give reasons and evidence for believing it is unauthorized)

.....

Therefore I issue you a notice of suspension of your licence for reasons given above.

You must cease all commercial forestry operations under that licence immediately.

Signed:/...../20.....

Director of Forests Date Official stamp

Directions: The Director should send a copy of this notice to:

- (a) local government council for the area
- (b) the Management Committee if the area is covered by a Timber Rights Agreement.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 15

[Section 37(3)(b)]

NOTICE TO SHOW CAUSE WHY LICENCE SHOULD NOT BE CANCELLED

To: (licensee's name)

I,(name), Director of Forests, call on you under section 37(3)(b) of the Forestry Act to show cause, within [7] [14] [21] days (*strike out text that does not apply*) of the date of this notice, why your licence should not be cancelled on the grounds specified in the Notice of Non-Compliance that was issued on (date).

I request that you satisfactorily complete the relevant requirements of that Notice of Non-Compliance and explain in writing why your licence should not be cancelled.

This is the last warning step in the process to cancellation of your licence.

Cancellation of a licence is a serious matter and one that I do not take lightly so I request that you give this your urgent attention. I look forward to your co-operation in this matter.

Signed:/...../20... ..

Director of Forests Date Official stamp

- Directions: The Director must send a copy of this notice to:
- (a) the local government council for the area concerned; and
 - (b) the Management Committee if the area is covered by a Timber Rights Agreement

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 16
[Section 37(4)]

**NOTICE OF SUSPENSION OF LICENCE TO PREVENT
WORSENING OF DISPUTE BETWEEN CUSTOM OWNERS OF LAND**

To: (*licensee's name*)

I, (name), Director of Forests, have reasonable grounds to believe that:

(a) there is a serious dispute between the custom owners of land that is the subject of your licence; and

(b) in my opinion the conduct of commercial forestry operations under the licence is likely to worsen the dispute; (*Write reasons and evidence for dispute*)

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

Therefore, I am giving you written notice, that all of your commercial forest operations in the disputed area known as are suspended and must cease immediately for a period of [7] [14] [21] days (*not exceeding 3 months*).

Operations in other areas outside the disputed area can continue.

Signed:/...../20.....

Director of Forests Date Official stamp

Directions: The Director should send a copy of this notice to:

- (a) local government council for the area concerned; and
- (b) the Management Committee if the area is covered by a Timber Rights Agreement.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 17
[Sections 37(6) or 37(7)]

NOTICE OF CANCELLATION OF LICENCE

To: (*licensee's name*)

I, (*name*), Director of Forests, cancel your licence in accordance with section 37 of the Forestry Act.

With this cancellation of your licence, all commercial forestry operations under the licence must cease immediately.

I have taken this action because: (*tick one or more boxes*)

(a) You have not, in response to the Notice to Show Cause dated and within the period stated in that notice, explained to my satisfaction why your licence should not be cancelled.

(b) You have attempted to transfer your licence contrary to section 34 of the Forestry Act.

Take note that under section 38 of the Forestry Act, you have the right to appeal to the Magistrates' Court against the cancellation of your licence.

Signed:/...../20.....

Director of Forests Date Official stamp

Directions: The Director must send a copy of this notice to:
(a) the local government council for the area; and
(b) the Management Committee if the area is covered by a Timber Rights Agreement

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 18
[Section 48(1)]

APPLICATION FOR A SPECIAL LICENCE

General Directions:

- 1. The applicant is required to fill in all the relevant particulars in this form, truthfully and to the best of his/her knowledge and ability, attaching a separate document if the space provided in this form is insufficient to supply the required information. The application will be considered by the Director of Forests, which may require the production of further documents and information by the applicant. Please ask for assistance or translation if anything is not clear.
- 2. The application fee, as set out in the Forestry Regulations, must be paid at the time of application.
- 3. If extra space is required, please answer on a separate page using the number of each question (eg 1(f) Assets).

To: The Director of Forests

I, (*full name*), of
 (*address*), apply for approval for a
 Special Licence under the Forestry Act to conduct forestry operations over an area of
 customary land the boundary of which land is marked in red and striped (////) on [the official
 1: 50,000 scale topographical] map attached to this application, and which is referred to in the
 remainder of this application as “the proposed project area”.

I declare that I have read and fully understand the contents of this application form and have completed it truthfully and to the best of my knowledge.

Signature of applicant Date

Print Name:

Name of company:

APPLICATION FOR A SPECIAL LICENCE (continued)

1. Details of Applicant

Name of applicant: of (*Person’s name*) (*Company*)
 of
 (*Address*)

Have you operated a forest product business before? Yes No

(Directions: If yes, outline your previous experience in business, especially in processing forest products (list the name of business, number of years, value of business and number of people employed))

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

2. Agreement with custom owners

(Directions: There are three ways to arrange the agreement with the custom-owners of land to conduct forestry operations under the Forestry Act. These are through a Timber Rights Agreement, a Purchase Register or a Timber Permit. Tick one box for the method planned to be used).

(a) We plan to use a Purchase Register system and agree to complete all details of the prescribed forms and obtain the approval of custom owners before removing the forest products covered by this licence;
OR

(b) We intend to use Timber Permits;
The customary land-owning group concerned is
..... *(name, if known)*.

Represented by:

Name(s)	Local ground name	Address

OR

(c) We have already obtained the agreement the custom owners of the land to carry out commercial forest operations as shown in the attached approved Timber Rights Agreements. *(Please attach copies of the completed forms to this application)*.

3. Location of operations

(Directions: delete text in [square brackets] that does not apply)

The area of customary land covered by this Application is located
on the island(s) of

in the local government region(s) of] [Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea].

Description of area *(include lease details or custom names if known and attach an official map preferably 1:50,000 scale)*

.....

.....

4. Species and quantities to be harvested and proposed payments to custom owners:
(Directions: List below (or attach) species and quantities of products proposed to be harvested and the proposed royalty rates and units)

List the products, species and royalty rates you propose under the project:

Species name or group	Amount requested (eg volume in m ³ , weight in kg or tonnes)	Type and grade of product (if applicable e.g. 1 st grade edible nuts, nuts for oil etc.)	Royalty rate to be paid to owners and unit (e.g. Vt per kg)
All species OR			
All softwood species (conifers incl Kauri) OR			
All hardwood species (most other trees) OR			
Selected species (list individually below)	Are there any additional species? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(if yes, write on an attached sheet)</i>		
Total amount requested (sum of amounts requested under column 2)			
Total value of the operation (Volumes requested x Royalty to be paid)			VT

***Note:** Fruit and nut trees are generally excluded unless those trees are specifically approved for felling by the landowners in writing. Protected species are excluded at all times.*

5. Period of operation (duration of Licence)

Proposed date of commencement:/...../20.....

Proposed date of completion:/...../20.....

***Note:** A Special Licence is limited to one year at a time, but may be renewed if the Director is satisfied that all conditions of the Licence have been met and all payments made to custom-owners and the government.*

6. Processing details

(a) Location and address at which forest products are to be processed:

.....

(b) If outside Vanuatu, please provide details of any plans to process in Vanuatu, or reasons why the product will not be processed in Vanuatu:

.....
.....

(c) How many people do you estimate will be employed in the project including the processing plant?

.....
.....

(d) What plant, vehicles and equipment do you propose to use? (Give full details, showing in each case whether you own, lease or hire the item, or specify some other arrangement)

Name of plant, vehicle or equipment	Quantity	To be owned, leased or hired	Purpose of use

If you do not currently own the equipment required, state how you intend to obtain the equipment (eg. Purchase in cash or bank loan)

.....
.....

(e) When do you intend to obtain the equipment?/...../20

(Note: Applicants are advised not to purchase equipment until this application is approved)

7. Type of product

List the type of products planned to be produced: (eg nuts, carvings, oil etc)

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

8. Marketing details

(1) List the anticipated markets for the products:

(a) within Vanuatu

(b) outside Vanuatu (list country)

(2) Have you done any market analysis or research on the products? Yes No

(If yes, provide details of the main conclusions of this work)

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

9. Applicant's financial resources

Attach information to demonstrate that you have access to sufficient financial resources to undertake the proposed project.

I declare that to the best of my knowledge the above information is true and accurate.

.....
Signature of applicant Date

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 19

[Section 48(3)(a)]

SPECIAL LICENCE

[Office use only]

Licence No.:

Date of issue:

THIS SPECIAL LICENCE is granted to

.....

(Name of Licensee)

of for the purpose of conducting forestry operations
for

(Address)

..... in area on the

(Type of Produce) (local or custom area)

island(s) of

for the period commencing on the day of20..... and
ending on the day of20.....

Maximum amount, volume or weight, to be harvested each calendar year under this licence:
..... (*quantity and units eg m³*)

Minimum amount, volume or weight, to be harvested each calendar year of this licence:
..... (*quantity and units eg m³*)

Location and address of processing plant at which the product is to be processed:
..... (town), on (island)

Amount of bond required to be entered into: VT.....

Licence fees for the year to 31 December next after date of issue: VT.....

Minimum sum payable as forest management charges for the year
to 31 December after date of issue: VT.....

A. Conditions of Special Licence Prescribed by the Forestry Regulations

This Special Licence is issued subject to the following conditions:

(a) The Special Licence only authorizes commercial forestry operations carried out on land to which this Licence applies.

(b) The licensee must keep a purchase register or felling register and must not later than the next working day after felling any tree, or harvesting forest products, must correctly enter in the register within 3 days of harvesting:

- (i) the quantity of timber or other product that was harvested;
- (ii) the date harvested; and
- (iii) the species of tree.

(c) The licensee must correctly enter into the purchase register or felling register by the last working day of the month following the month in which the product was harvested the following:

- (i) the sound volume or weight of each harvested product after allowance has been made for defects in accordance with standard procedures;
- (ii) the royalty payable to the owner in respect of each harvested product;
- (iii) the reforestation charge payable in respect of each harvested product.

(d) The licensee must, not later than 7 days following the events specified below, record in the register the occurrence of the following:

- (i) the products being processed in Vanuatu;

(ii) the products being exported from Vanuatu (*include the date of export in the register*).

(e) Where the harvested product is logs, the licensee must hammer mark the number of each log on both ends and must hammer mark the number of all logs cut from a tree on the stump of each tree felled, not later than the next working day after the tree has been felled.

(f) The licensee must produce the purchase register or felling register to any Forest Officer when requested to do so.

(g) The licensee must as soon as practicable and not later than 60 days after purchase, remove all logs or other harvested products from the land of the owner except logs that are unmerchantable because of some defect exceeding 50 per cent of the volume.

(h) The licensee must not fell any tree of a protected species under the Forestry Act.

(i) The licensee must not fell any tree marked or branded by any Forest Officer as a seed tree, future crop tree or any other tree marked for retention.

(j) The licensee must pay the minimum forest management charge even if the licensee does not cut the minimum quantity specified in this Special Licence.

(k) The licensee must pay to the Director all Forest Management Charges payable on the forest products harvested in any month by the last working day of the following month.

(l) The licensee must comply with the labour laws of Vanuatu.

(m) Within 1 month of the date of issue of this Special Licence and before the 31 January in each calendar year thereafter the licensee must submit to the Director a report of operations carried out in the previous year and a plan of operations to be carried out in the current year.

(o) The licensee must also submit to the Director before 31 January, 30 April, 31 July, and 31 October in each year a report of operations carried out in the preceding quarter and a plan of operations to be carried out in the proceeding quarter.

B. Conditions of licence imposed by the Director
(Under section 48(3) of the Act)

In addition to the preceding conditions, the Director imposes the following conditions in respect of this licence—

Additional conditions:
.....
.....
.....
.....
.....
.....

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

Signed:/...../20.....

Director of Forests Date Official stamp

Note: Under section 40 of the Forestry Act, the Director must send a copy of each Licence or variation to a Licence to:

- (a) Local Government Council for the area
- (b) The Management Committee for a Timber Rights Agreement that the Licence relates.

Under Section 36 (6) The Director must give written notice of a licence variation to the licensee.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 20

[Section 50(1)]

APPLICATION FOR LAND TO BE DECLARED A CONSERVATION AREA

Names of applicants

The following persons request to have land declared a Conservation Area:

(Insert details of applicants, use an extra page if required)

	Full name of applicant	Address (village and post office)	Signature
1.			
2.			
3.			
4.			
5.			

2. Description of land

Name of land:

on the island(s) of.....

within the local government region(s) of:

[Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea],

the boundaries of which are clearly marked in red stripes on the map attached to this application (which must be of a standard satisfactory to the Director).

3. Agreement to declaration

We agree to not allow commercial forestry operations to be conducted in the area and understand that while the declaration of a Conservation Area is in force, commercial forestry operations must not be conducted in the forest.

4. Reasons for application

Outline the reasons why you want this area declared a Conservation Area:

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

5. Duration of declaration

How long do you want the area to remain a Conservation Area?

.....

6. Status of applicants

(a) Are you the custom owner(s)? (*Tick the appropriate box below*):

Custom owner Representing the custom owner

(b) Do you have any documents e.g. government or customary declaration that you or persons you are representing are the true owners of the land? Yes No

(*If yes, please attach*).

(c) If you are representing a custom owner, state your full name:

.....

7. Disputes over land?

Is there any dispute over the ownership of the land? Yes No

If a dispute exists or has existed in the recent past, please describe any ownership disputes in relation to the land:

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

CERTIFICATION:

I, Chairman of theArea Council
(*name in block letters*) (*area council name in block letters*)
of Chiefs certify that to the best of my knowledge, the owner(s) of the land or their bona fide representative(s), have signed this application.

Signature : Date:
Chairman of Area Council of Chiefs

I,, Secretary of theLocal
(*name in block letters*) (*name of council in block letters*)
Government Council, certify that to the best of my knowledge, the owner(s) of the land or their bona fide representative(s), have signed this application.

Signature : Date:
Secretary of the Local Government Council

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 21
[Section 50(3)]

DECLARATION OF CONSERVATION AREA

I, (name), Minister for Agriculture, Quarantine, Forestry and Fisheries, declare that the area of forest known as on the island(s) of within the local government region(s) of: [Torba], [Sanma], [Penama], [Malampa], [Shefa], [Tafea], the boundaries of which are clearly marked in red stripes on the map attached to this Declaration, comprising approximately hectares, to be a Conservation Area for the purposes of the Forestry Act.

The effect of this declaration is that it is illegal to conduct commercial forest operations in a declared Conservation Area.

The Conservation Area is to remain in force for a period of at least years, or until cancelled by the Minister following section 52 of the Forestry Act.

The Conservation Area will come into effect on the date of its publication in the Gazette.

Dated:day of 20.....

Signed: Official Stamp
Minister for Agriculture, Quarantine, Forestry and Fisheries

Note: Copies of this form are to be sent to:
(a) the relevant local government council for the area, and
(b) the relevant island or area Council of Chiefs, and
(c) the Attorney General, State Law Office for publication in the Government Gazette.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 22
[Section 52(1)]

CANCELLATION OF A DECLARATION OF A CONSERVATION AREA

I,(name), Minister for Agriculture, Quarantine, Forestry and Fisheries, cancel the declaration of a Conservation Area of that area of forest known as

..... Conservation Area, the boundary of which is identified on the map attached.

Reasons for the cancellation of the Conservation area are:

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

The Conservation Area will be cancelled from the date of its publication in the Gazette.

Dated:day of 20.....

Signed: Official Stamp
Minister for Agriculture, Quarantine, Forestry and Fisheries

Note: Copies of this form are to be sent to:
(a) the relevant local government council for the area, and
(b) the relevant island or area Council of Chiefs, and
(c) the Attorney General, State Law Office for publication in the Government Gazette.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 23
[Section 61(5)]

**APPLICATION FOR TIMBER OR OTHER FOREST PRODUCTS
EXPORT PERMIT**

1. Name of exporter:

(Company or person)

Address:

Quantity and specification of timber or other forest products to be exported

Product description	Size specification	Quantity	Total m ³ or tons

Port from which timber or wood product will be exported:

.....

Has timber or wood product been treated? Yes No

If yes:

(i) describe treatment specification:

.....

..... (ii) moisture content (%) :

.....

Expected date of export:

Port and country of destination of consignment:

Name and address of importer:

Expected FOB value/m³ or ton:

Expected CIF value/m³ or ton:

Area where timber may be inspected prior to shipment:

Are you a holder of a Timber Licence or a Special Licence? Yes No

If yes, go to 13 below to make the declaration. Please note that you may be required to produce the licence with this application.

If no, please complete 12 below.

Please provide name and address of Timber Licence or Special Licence holder and quantity of timber supplied.

Quantity and type of product:

Name of supplier:

Address of supplier:

Quantity and type of product:

Name of supplier:

Address of supplier:

Quantity and type of product:

Name of supplier:

Address of supplier:

Quantity and type of product:

Name of supplier:

Address of supplier:

I hereby declare that the answers to questions 1 – 12 above are, to the best of my knowledge are true and correct.

Signed:
(Applicant)

Date:/...../.....

Note:

1. Providing an incorrect or false declaration on this form is an offence under the Forestry Act, and on conviction, may result in fines not exceeding VT 1,000,000 or 12 months imprisonment or both.
2. On completion this form should be returned to: The Director of Forests, Port Vila.
3. Timber and other forest products have to be inspected before issue of the permit. Final inspection may be done at the wharf before shipment.

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 24
[Section 61(5)]

TIMBER AND OTHER FOREST PRODUCTS
EXPORT PERMIT

This Permit is granted to:

(Person or company)

Address of Permit holder:

.....

Quantity and specification of timber or other forest product:

Product type	Size specification	Quantity	Total m ³ or tons

To be exported to:

(Port and country of destination)

This Permit is valid from: to

FOB value per m³ or ton:.....

CIF value per m³ or ton:

Port of Export:

Granted by:

Director of Forests

Date of issue:

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 25

[Section 64(2)]

CERTIFICATE OF SERVICE OF NOTICE

This is to certify that on the day of, 20.....,

.....
(name of person or organization who received the notice)

was served with notice regarding

.....

in accordance with the requirements of section 64(1) of the Forestry Act.

Dated: day of, 20.....

Signed:
Director of Forests

REPUBLIC OF VANUATU

FORESTRY ACT

FORM 26
[Section 68(3)]

APPLICATION FOR COPY OF LICENCE

TO: The Director of Forests

I, (*name*) of
(*postal address*), apply for a copy of the(*type of licence*) licence
under which (*name of licensee*) is operating on the
island(s) of in the local government region,
and I enclose the application fee of VT with this application.

Signed:

Name in block letters:

Datedday of 20.....

SCHEDULE 2

(Regulation 32)
[Section 41(3) of the Act]

EQUIVALENT INSTRUMENT TO BANKER’S GUARANTEE

1. In accordance with section 41(3) of the Forestry Act,

Iof Bank,
(Bank Managers Name) (Bank Name)

....., confirm that
(Bank Address) (Licensee’s Name)

Director of (the Licensee) has established
(Licensee’s Company)
a banker’s guarantee at this bank of VT this being the banker’s guarantee
required in the terms of the timber licence granted to him on
20..... by the Director for Forests.

2. I understand and agree that the following conditions apply to this guarantee:

- (a) the guarantee must last for the duration of the licence, and
- (b) the bank on receiving written instructions from the Director must deduct from the guarantee and pay to the Government such sums as may represent any Licence fees, penalties or Forest Management charges as are prescribed in the licence or payable under the Forestry Act, and
- (c) the bank must immediately notify the Director if the sum required by him exceeds the balance of the guarantee, and
- (d) the licensee may only reduce the guarantee if the balance exceeds the original sum guaranteed, and
- (e) in the event that the licence expires or is cancelled, the Director must notify the bank and the guarantee must be cancelled.

3. I understand and agree that the bank must under no circumstances be held liable for any deductions made from the guarantee as authorised by the Director.

Signed:
Bank Manager

SCHEDULE 3

(Regulation 32)
[Section 41(4) of the Act]

AMOUNT OF BOND REQUIRED FOR TIMBER LICENCE

Maximum volume of timber allowed to be cut under licence (m³ per year)	Bond (Vatu)
< 24	10,800
24 < 60	27,000
60 < 100	45,000
100 < 200	90,000
200 < 300	135,000
300 < 400	180,000
400 < 500	225,000
500 < 750	337,500
750 < 1,000	450,000
1,000 < 1,500	675,000
1,500 < 2,000	900,000
2,000 < 3,000	1,350,000
3,000 < 4,000	1,800,000
4,000 < 5,000	2,250,000
5,000 < 6,000	2,700,000
6,000 < 7,000	3,150,000
7,000 < 8,000	3,600,000
8,000 < 9,000	4,050,000
9,000 < 10,000	4,500,000
10,000 < 15,000	6,750,000
15,000 < 20,000	9,000,000
20,000 < 30,000	13,500,000
30,000 >	18,000,000

SCHEDULE 4

(Regulation 32)
[Section 41(4) of the Act]

AMOUNT OF BOND REQUIRED FOR A SANDALWOOD LICENCE

Licence volume (kg per year)	Bond (Vatu)
< 1,000	107,500
1,000 < 2,000	215,000
2,000 < 3,000	322,500
3,000 < 4,000	430,000
4,000 < 5,000	537,500
5,000 < 6,000	645,000
6,000 < 7,000	752,500
7,000 < 8,000	860,000
8,000 < 9,000	967,500
9,000 < 10,000	1,075,000
10,000 < 11,000	1,182,500
11,000 < 12,000	1,290,000
12,000 < 13,000	1,397,500
13,000 < 14,000	1,505,000
14,000 < 15,000	1,612,500
15,000 < 16,000	1,720,000
16,000 < 17,000	1,827,500
17,000 < 18,000	1,935,000
18,000 < 19,000	2,042,500
19,000 < 20,000	2,150,000
20,000 < 30,000	3,225,000
30,000 < 40,000	4,300,000
40,000 >	5,375,000

SCHEDULE 5

(Regulation 32)
[Section 41(4) of the Act]

AMOUNT OF BOND REQUIRED FOR SPECIAL LICENCE

1. Seeds – black bean seeds, natarunga seeds and larger seeds

Maximum volume allowed to be taken under licence (kg)	Bond (Vatu)
< 50	10,000
50 < 100	10,000
100 < 150	10,000
150 < 200	10,000
200 < 250	10,000
250 < 300	10,000
300 < 350	10,000
350 < 400	10,000
400 < 450	10,000
450 < 500	10,000
500 < 1,000	10,000
1,000 < 1,500	13,000
1,500 < 2,000	18,000
2,000 < 4,000	35,000
4,000 < 5,000	45,000
5,000 < 10,000	87,000
10,000 < 15,000	130,000
15,000 < 20,000	175,000
20,000 < 30,000	260,000
30,000 < 40,000	350,000
40,000 < 50,000	450,000
50,000 < 75,000	650,000
75,000 >	875,000

2 Tamanu seeds and smaller seeds

Maximum volume allowed to be taken under licence (kg)	Bond (Vatu)
--	--------------------

< 50	20,000
50 < 100	40,000
100 < 150	60,000
150 < 200	80,000
200 < 250	100,000
250 < 300	120,000
300 < 350	140,000
350 < 400	160,000
400 < 450	180,000
450 < 500	200,000
500 < 1,000	400,000
1,000 < 1,500	600,000
1,500 > 0	800,000

3. Timber (other than sandalwood)

The amounts specified under Schedule 3.

4. Sandalwood

The amounts specified under Schedule 4.

5. Forest products (other than seeds, timber and sandalwood)

An amount fixed by the Director based on the scales set out in Parts 1 and 2 of this Schedule depending on the size of the forest product concerned. (For example, for a forest product smaller than a tamanu seed, the scale under Part 2 should be used).

SCHEDULE 6

(Regulation 12)

[Section 28 of the Act]

MINIMUM ROYALTY RATES

SPECIES NAME OR GROUP	MINIMUM LOG ROYALTY (VATU)
All softwood species (conifers incl Kauri)	1,500 except for kauri below.
OR	
All hardwood species (most rainforest trees)	2,000
OR	
Selected species (list individually below)	

Whitewood	1,500
Melektree	1,000
Natora	2,500
Black bean	2000
Namalaus	2000
Nandao	2000
Red Nakatambol	2000
Waet Nakavika	2000
Elaeocarorpus	1,500
Nangai	2000
Tamanu	1,500
Kauri	2000
Naduledule	2000
Waet Natongtong	2000
Bluwota	2,500
Palaquium neo-ebudicum	2000
<i>Stinkwood</i>	2000
<i>All Other species:</i>	1,500

SCHEDULE 7

(Regulation 25)

[Section 53(1) of the Act]

PROTECTED SPECIES

Finschia chloroxantha Diels

Bleasdalea lutea (Guillaumin)

Podocarpus imbricata Blume

Podocarpus nerrifolia D.Don,

Parinari sp.

Carpoxylon macrospermum h.Wendl. & Drude,

Caryota ophiophellis D.L.Dove

Pelagodoxa henryana Becc.

Vaccinium whiteanum Sleum.

SCHEDULE 8

(Regulation 31)

FEES

Column 1	Column 2
ITEM	FEES
1. Copy of Forestry Sector Plan.	VT 2,000
2. Application for approval to negotiate (Section 18 of Act). (Part of this fee may be refundable if the Application is not approved.)	(a) VT 1,000,000, or (b) 1% of the value of the products to be harvested, whichever is least
3. Application for a timber permit (Section 29(2) of Act).	
4. Application for a timber licence (Section 44(1) of Act).	VT 2,000
5. Application for a Mobile Sawmill licence (Section 46(1) of Act).	VT 2,000
6. Application for Sandalwood licence (Section 47(1) of Act).	VT 2,000
7. Application for a Special licence (Section 48(1) of Act).	VT 5,000
	(a) VT 2,000 or (b) 1% of the value of the products to be harvested, whichever is more
7A. Application for timber or other forest products export permit (Section 61(5) of Act)	VT 2,000
8. Application for renewal or variation of licences/permits –	
(i) Timber permit	
(ii) Timber licence	
(iii) Mobile sawmill licence	
(iv) Sandalwood licence	VT 2,000
(v) Special licence	VT 2,000
(vi) Timber Rights Agreement (Section 18(1) of Act).	VT 2,000
8. Application for a copy of a licence/permit –	VT 2,000
(i) Timber permit	VT 2,000
(ii) Timber licence	VT 2,000
(iii) Mobile Sawmill licence	
(iv) Sandalwood licence	
(v) Special licence	VT 2,000
9. Timber licence fee	VT 2,000

	<p>VT 2,000 VT 2,000</p> <p>VT 100 multiplied by the maximum volume of logs allowed to be cut under the Timber Licence (in cubic metres per year)</p>
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SCHEDULE 9

(Regulation 5)
[Section 25(3) of the Act]

PROVISIONS RELATING TO MANAGEMENT COMMITTEE

1. Interpretation

In this Schedule, unless the context otherwise requires –

“Act” means the Forestry Act, Cap. 276.

“Committee” means a Management Committee appointed for the purposes of a timber rights agreement established under section 25 of the Act.

“Forestry Investigating Officer” means the Forestry Investigating Officer under the Act.

2. Appointment of a Management Committee

(1) During the conduct of negotiations for the acquisition of timber rights under section 24 of the Act, the indigenous groups entitled to sell the timber rights, with the assistance of the Forest Investigation Officer, must appoint from among their members a Management Committee.

(2) The Committee must include one representative from each indigenous group within the area affected and any other community leaders of the area as seen necessary, but membership of the Committee must at all times be kept at the minimum so as to ensure a workable Committee.

(3) The Committee must elect its own Chairman and all other necessary office bearers of the Committee from among its members.

(4) Members of the Committee may be replaced as and when the need arises.

(5) The Committee must inform both the Director of Forests and the Approved Negotiator of the members of the Committee and their respective positions.

(6) The Committee must decide who is authorized to represent the indigenous groups and inform both the Director of Forests and the Approved Negotiator.

3. Procedures of the Management Committee

(1) The Committee must regulate its own proceedings as best as it can to achieve the purposes and functions of the Committee.

(2) The Committee must determine its own decision making process (e.g. majority decision, consensus or other process) and write these down as standard operating procedures for the Committee. The Committee must make these procedures public and ensure they are well understood by the indigenous groups. A copy of the procedures must be sent to the Director of Forests and the Approved Negotiator.

(3) If the Committee does not form its own decision making procedures under (2), then by default decisions of the Committee must be by a simple majority vote and in the event that there is an equal number of votes, the Chairman will have a casting vote.

(4) The Chairman may call a meetings of the Committee as and when the need arises.

4. Functions of the Management Committee

On the approval of a timber rights agreement under section 27 of the Act, the Committee is to perform the following functions:

(a) monitor the performance of the terms and conditions of the timber rights agreement; and

(b) receive and keep accurate records of any moneys paid to indigenous groups under the agreement; and

(c) apply those moneys received in such manner as each indigenous group decides; and

(d) plan for the use of all land subject to the agreement following the logging of the land, and arrange for the implementation of such land use plans; and

(e) act as the contact point and channel for communication between the Department of Forests, the Approved Negotiator and the Indigenous Groups; and

(f) consult widely within the Indigenous Groups, listen to and act in the best interests of the Indigenous Groups when making decisions and or representing the Indigenous Groups at meetings; and

(g) provide a forum for consultation and co-ordination on forest management between national and local governments and Indigenous Groups whose area is covered by the agreement; and

(h) undertake regular consultation with the relevant local government councils on matters relating to acquisition and allocation of forest resources; and

(i) assist the national government in preparing the forestry sector plan; and

(j) make recommendations to the Board on:

- (i) the preparation and terms of timber rights agreements and timber permits; and
- (ii) the selection of operators; and
- (iii) the enforcement of conditions in timber rights agreements, timber permits and the Forestry Act; and

(k) assist in the early identification and resolution of any landownership disputes affecting forest management; and

(l) perform other functions as are conferred on it by or under the Act.

5. Application of moneys by the Management Committee

(1) The Committee must keep a proper record of all moneys paid to each Indigenous Group.

(2) All such moneys so received by the Committee must be deposited in appropriate bank accounts.

(3) Moneys drawn from any such accounts must only be for purposes agreed and decided upon by the relevant Indigenous Group whose moneys are being withdrawn.

(4) The Committee must keep proper records in respect of each Indigenous Group as to moneys expended from their accounts.

(5) The Committee must at all times inform the representative of the Indigenous Groups of moneys collected or expended in respect of their respective areas.

6. Suspension of Management Committee or expulsion of members of the Committee

(1) If any member of the Indigenous Groups has any grievances over the performance of the Committee, the member must first attempt to resolve those grievances internally within the Indigenous Groups.

(2) If the grievances cannot be satisfactorily resolved internally, the member may make a submission to the Director of Forests:

stating the grievances and documenting the attempts to have them resolved, and

propose a solution to the Director for his or her consideration.

(3) The Director must consider the submission and if the Director is satisfied that:

- (a) the grievances are valid, or
- (b) there has been a clear abuse of power, improper use of funds or failure of duty by any Committee member,

then the Director is authorised to suspend the entire Committee, or individual members of the Committee as the Director sees fit.

(4) If the Director decides to take action to suspend the Committee or individual member of the Committee, he or she must notify the Indigenous Groups and request that they appoint a new member or new members to the Committee as required.

7. Land use planning

(1) The Committee must develop, or seek assistance to develop, a land use plan to be implemented under the Timber Rights Agreement.

(2) The Committee may make a written submission to the Director for assistance with developing a land use plan or other activity covered by the Forestry Project Fund.

(3) The Director must consider a submission prepared under subclause (2) and if he or she considers the submission to be satisfactory and warrants technical or financial support he or she may:

(a) provide technical assistance to the Committee if it is within the staff capacity of the Department of Forests; or

(b) make a written recommendation to the Minister to make payments from the Forestry Project Fund limited to funding any of the activities set out in section 59(1) of the Forestry Act.

Table of Amendments

Sched. 8, item 7A Inserted by Order 41 of 2004

[*]Editor's note: This sentence is as published in the Gazette. The reader is referred to sections 37 and 38 of the Forestry Act, regarding licence cancellation