

**Memorandum of Understanding  
Between  
The Forestry Development Authority  
And  
The Environmental Protection Agency**

This Memorandum of Understanding is entered into this 14<sup>th</sup> day of June AD 2007, by and between the Forestry Development Authority, the Agency of Government responsible for stewardship of Liberia's Forest Resources, represented by its Managing Director, Mr. John T. Woods, hereinafter known as the FDA, and the Environmental Protection Agency of Liberia, the Agency of Government responsible to supervise, monitor, and coordinate all activities that impact the environment, represented by its Executive Director, Mr. Ben Turtur Donnie, hereinafter known as the EPA.

**Whereas**, the Forestry Development Authority is the representative of the Government in matters concerning the use of forest-related Government property, including the use of forest lands and the harvest or other use of forest resources; and

**Whereas**, in carrying out its responsibility under the laws of Liberia, the FDA must collaborate with the other Government Ministries and Agencies; and

**Whereas**, Section 4.1 (c) of the National Forestry Reform Law of 2006 requires the FDA to manage all forest resources in a manner consistent with the Environmental Protection Agency Act of April 30, 2003, the Environment Protection and Management Law of April 30, 2003, and all other applicable environmental laws; and

**Whereas**, Section 4.5 of the National Forestry Reform Law of 2006 requires the FDA to validate the suitability of an area prior to committing the area to a proposed land use; and

**Whereas**, Section 8.1 (a) of the National Forestry Reform Law of 2006 requires the FDA, in consultation with the EPA, to prepare and, from time to time review, and if necessary revise, Forest Management Guidelines and Code of Harvesting Practices, outlining environmentally sound practices in accord with internationally accepted principles and practices; and

**Whereas**, the EPA is responsible for the administration of the Environment Protection Law of Liberia; and

**Whereas**, Section 6(1) of the Environmental Protection Agency Act of April 30, 2003, empowers EPA to review and approve all environmental impact assessments; and

**Whereas**, the EPA possesses expertise that would assist the FDA in carrying out its responsibilities under the National Forestry Reform Law; and

*BTJ*  
*for*  
*ISK*

*JA*  
*RS*

**Whereas**, it is in the overall best interest of the people of Liberia and efficient administration of the Government of Liberia for the FDA and the EPA to enter into a cooperative agreement regarding the exercise of their responsibilities under the laws of Liberia.

**NOW THEREFORE**, the FDA and the EPA agree as follows:

1. The FDA and the EPA agree to work cooperatively in the validation of proposed forest land uses to ensure that the validation process satisfies the requirements of the National Forestry Reform Law of 2006, and of the regulations issued by both the FDA and the EPA.
2. The FDA and the EPA agree to establish standards to be followed during the validation process by all parties, and to make these standards available in a guidebook.
3. The EPA agrees to participate in any terms established by the FDA to conduct the use validation process by assigning a person or persons to work with the FDA in the validation process.
4. The FDA agrees to assist the EPA in this regard by providing logistical assistance for the EPA's involvement in the validation process.
5. The FDA agrees to share all information and data obtained in the evaluation process with the EPA.
6. The EPA agrees to participate in the development of the validation report and to acknowledge its agreements with the recommendations.
7. It is mutually agreed by both parties that an approved validation report shall constitute acknowledgement by the EPA and the FDA that forest activities may commence, subject to compliance with applicable laws and regulations.
8. It is mutually agreed and understood that all forestry activities that may have significant impacts on the environment shall be subject to environmental impact assessment as determined by the EPA; and
9. The FDA and the EPA agree to work in collaboration to fulfill overlapping or complementary duties and obligations assigned by law or regulation to both agencies, or where it may be environmentally advantageous for the two agencies to collaborate to fulfill such duties.
10. This MOU shall remain in effect unless terminated in writing by the managing authority of either the FDA or the EPA under written notice to the other party 60 days in advance.

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RS

BTD  
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AP  
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11. The MOU shall come into force on the aforementioned date upon signature by contracting Institutions that is, the FDA and the EPA.


**IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR SEALS AND AFFIXED THEIR SIGNATURES ON THE ABOVE DATE.**

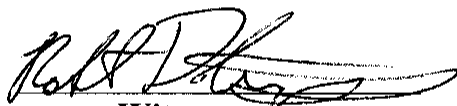
  
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Forestry Development Authority


  
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Environmental Protection Agency

**WITNESSES:**

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Witness

  
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Witness

2.   
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Witness  
Robert D. Simpson

  
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Witness