

## **GREEN CONTRACT**

### **PRINCIPAL CONTRACT OF ON COMMUNITY LIVELIHOOD DEVELOPMENT**

(Under the ASEAN Peatland Forest Project on Rehabilitation and Sustainable Use of Peatlands in South East Asia – Vietnam Component supported by ASEAN)

---

Based on

1. Kien Giang Province People's Committee for approval of functions and responsibilities of U Minh Thuong National Park, Decision No..... dated ..... Kien Giang Province People's Committee.
2. U Minh Thuong National Park Manager and APFP – Vietnam Component, the Contract No.....dated ..... between .....
3. Based on the stakeholders agreement between Record dated ..... U Minh Thuong National Park Manager, local authorities and household participation in a livelihood programme within the buffer zone of the park.

The Principal Contract is agreed and drawn up to contribute to the local community livelihood development in buffer zone of U Minh Thuong National Park supported from the budget of the Project on Conservation and Sustainable Use of Peatlands in Southeast Asia Region.

All stakeholders collectively agree to the conditions of the Green Contract and are responsible for its implementation according to the terms as detailed below:

#### **Responsibilities of the Parties involved in the implementation of the Community Livelihood Development Project in Buffer Zone of UMTNP**

*Today, (date) ....., at U Minh Thuong National Park, Kien Giang Province*

**Party A: U Minh Thuong National Park:**

Presented by Mr./Ms .....  
Position: Director of U Minh Thuong National Park  
Address: .....  
Tel. No..... Fax No.....  
Bank Account Number: .....  
Bank Name: .....

**Party B (household):**

Mr./Ms .....  
Address: .....  
.....  
Tel. No.....

Parties upon signing the Green Contract agrees to implement the activities of "***Community sustainable livelihoods development in the buffer zone of U Minh Thuong National Park***" with the following provisions:

**Article 1.Terms & Conditions**

- 1.1. Management Board of U Minh Thuong National Park will be responsible for the management implementation and monitoring of the livelihood development supported activities in buffer zone.
- 1.2. Selected households will be participating in the activities of Project on Community sustainable livelihoods development in the buffer zone of U Minh Thuong National Park.

**Article 2. Contract Contents**

The agreed contract by both parties will be implemented with the following responsibilities:

**Party A** (U Minh Thuong National Park) is committed to executing the contract with the following contents:

- a) U Minh Thuong National Park Management Board is responsible to advance the Contract Value (stated in Article 5) which is supported from Project Funds to Party B to carry out activities that are selected and approved for community livelihood development programme.

- b) U Minh Thuong National Park Management Board is responsible for the support and expenses to households participating in the project based on the actual requirements for the activities of production models in households for the agreed activities; *and*
- c) Responsibilities to process the monetary advance to the household. The provision of the project funds must comply with regulations in accordance with the financial management procedure in Vietnam

#### **Party B (Household Owner)**

(.....) is committed to conduct the following contents of the contract:

- a. To comply with the detail contents in the Appendix .....;
- b. Agrees to comply with the schedule in the contract, in the following manner:
  - Implementation of project activities under the guidance of the U Minh Thuong National Park Management Board;
  - No illegal activities inside the U Minh Thuong National Park area, eg. hunting, logging, fishing, honey collecting, burning.
  - Produce detailed financial accounts, regular reporting in accordance with the financial management of projects to U Minh Thuong National Park.

#### **Article 3. Duration of the Contract:**

- Start time: .....
- End Time: .....

#### **Article 4. Products of Contract**

- 4.1. Party B will be responsible to report the progress/achievements/results of production of household agricultural model to Party A.
- 4.2. Party A will be responsible to compile the results of implementation of livelihood development activities of Party B (Household) to be reported to the APFP Management in Vietnam;

#### **Article 5. Contract value and payment methods**

- 5.1. The total contract value is of ..... USD (in words: .....)
- 5.2. Payment procedures
  - a) Party B is responsible for providing statements of expenditure accompanied by vouchers and receipts to Party A

- b) Party A (UMTNP) is responsible to transfer funds to Party B (House Hold) in accordance with the scheduled in the period of model of agricultural production.
- c) Party B shall send progress reports including the work plan to Party A for approval to be able to receive funding for the next period. Party A has the right to inspect and evaluate the results achieved by the content and implementation schedule set out in the Appendix.... of the Contract
- d) Should the Party B is unable to complete activities on schedule or fulfill the requirements of the production model that is agreed by Parties, Party A may suspend further funding until both Parties is able to reach a solution. Party A is responsible in providing the statements of expenditure and reports of each contract of community livelihood development activities to the Project Management Unit in Vietnam (VEA).

## **Article 6. Responsibilities of the parties**

### **6.1. Responsibilities of Party A:**

- a) Responsible for oversee, monitor and implementation of all the terms and conditions stated in the Contract;
- b) Responsible to ensure and facilitate Party B in completing the activities in the specified timeline particularly that of agricultural production, specified in this contract;
- c) U Minh Thuong National Park is to provide officials for monitoring and supervising the implementation of the contract;
- d) Advances an allocate funds to Party B in accordance with the Contract's schedule referred to Article 5; *and*
- e) Conduct checking and evaluating the results of the contract, drawing the balance sheet and liquidation of the contract in accordance with financial regulations of Vietnam.

### **6.2. Responsibilities of Party B.**

- a) All of members of households benefiting from the project on livelihood development agree not to be involved in illegal activities be way of hunting, fishing, logging, honey harvesting and burning inside the U Minh Thuong National Park area;
- b) Responsible for dissuading and preventing others who intend to enter the park illegally for purposes of hunting, fishing, logging, honey harvesting and burning;

- c) Participating the activities of forest fire management in the national park and in the buffer zone;
- d) Not to engage in trading activities of wild animals that are prescribed by the wildlife management agencies, particularly species listed in IUCN Redbook and Vietnam Red Book;
- e) Provide technical support and share experiences on the livelihood development with other households participating in the project;
- f) In the event Party B fails to comply the terms and conditions of the Contract, Party B will have to refund all costs that was supported by projects and shall not appeal against the decision; and
- g) Shall accept the judgement from the local authorities as a violation of the terms started the contract.

#### **Article 7. In case of force majeure**

7.1. The execution of the contract shall be considered force majeure, if any of the unexpected occurs: disasters, sabotage, epidemics that resulting in damage to results of household livelihood development.

7.2. In case of force majeure, both Parties will assess together the damages and to determine the status and termination of the contract.

#### **Article 8. Termination of the Contract**

8.1. A party may unilaterally terminate the Contract should the other party violates any one of terms of the contract, except in case of force majeure referred to in Article 7 of the Contract.

8.2. Party B will have to refund all the funds supported by the project on livelihood development if Party B solely responsible for violation.

#### **Article 9. Settlement of Disputes**

9.1. Both Parties are committed and agrees to comply with terms of the contract.

9.2. However, in the process of the implementation of the Contract, should any difficulty arises, either party shall promptly notify in writing and to jointly discuss and resolve the issue in a spirit of cooperation.

9.3. Should the issues cannot be re-solved, it would be referred to the local government of U Minh Thuong District. The decision of the local authorities will be final.

**Article 10. Validation of Contract**

10.1. The Contract shall be binding and take effect from the date of signing until both Parties together agrees to proceed with the dissolution of the Contract, except in the case where Party A decides to terminate the Contract as stated in Article 8.

10.2. The contract shall be made in 08 copies of the same legal values with Party A holds 5 copies, and Party B holds 03 copies.

**PARTY A**  
**U Minh Thuong National Park**  
**Director**  
(Signed and sealed)

**PARTY B**  
**(Household Owner )**  
(Signed)

**Certified by Local Government**  
**Commune People's Committee**  
Chairman  
(signed and sealed)

**APPENDIX: CONTENTS OF MODEL OF COMMUNITY LIVELIHOOD DEVELOPMENT**

Name of Household: .....

Address: .....

1) Description of the agricultural production model selected and approved:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

2) Expenditure items for application of agricultural production:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....