



FRAMEWORK AGREEMENT FOR IMPLEMENTATION OF THE GHANA COCOA FOREST REDD+ PROGRAMME IN THE SEFWI WIAWSO - BIBIANI HOTSPOT INTERVENTION AREA

BETWEEN

FORESTRY COMMISSION

AND

GHANA COCOA BOARD

AND

**SEFWI WIAWSO - BIBIANI HOTSPOT INTERVENTION
AREA MANAGEMENT BOARD**

DECEMBER, 2022



Ghana Cocoa Board
Poised to Maintain Premium Quality Cocoa



FRAMEWORK AGREEMENT FOR IMPLEMENTATION OF THE GHANA COCOA FOREST REDD+ PROGRAM IN THE SEFWI-WIAWSO, BIBIANI HOTSPOT INTERVENTION AREA

1. Preamble

After almost a decade of REDD+ Readiness Activities, Ghana has developed its premier Emission Reductions Program as outlined in Ghana's REDD+ Strategy; the Ghana Cocoa Forest REDD+ Program (GCFRP). As part of its goals, the GCFRP seeks to significantly improve livelihood opportunities for farmers and forest users, and has established an implementation framework through which the government, private sector, civil society, traditional authorities and local communities can collaborate. It is against this background that the parties of this agreement are collaborating to contribute to the attainment of the goals of the GCFRP. This collaborative effort is in recognition of the importance of cocoa and forestry sectors to Ghana's economic development and poverty alleviation.

The GCFRP aligns with key policy documents such as the Forest and Wildlife Policy (2012) and the Ghana Climate Change Policy (2012) amongst others.

In addition to the above, under the auspices of the Cocoa & Forests Initiative (CFI), the Government of Ghana through the World Cocoa Foundation signed a joint framework of action with 28 global cocoa companies and chocolate producers in 2017. They jointly agreed to transform the cocoa sector from a major driver of deforestation to one that is leading the protection and re-forestation of the high forest zone, as well as the sustainable production of cocoa at a landscape scale.

The CFI has thus enhanced existing engagements with the cocoa private sector and cocoa farmers.

2. Parties to the Framework Agreement

This framework agreement has been reached amongst the Forestry Commission, Ghana Cocoa Board ; the Sefwi-Wiawso, Bibiani HIA , as represented by the HIA Management Board; and other Consortium /Partners who have agreed to the goal of the GCFRP.

The other consortium partners may be Private Sector/ Civil Society Organisations/ Non Governmental Organisation and/or other government agencies who are undertaking specific projects in line with the GCFRP.

3. Background to the Parties

The Forestry Commission and the Ghana Cocoa Board as the proponents of the GCFRP are the lead consortium partners.

The Forestry Commission of Ghana is an agency of state established by the Forestry Commission Act of 1999 (Act 571) of the Parliament of the Republic of Ghana with the mandate to effectively and sustainably manage the forest estates of Ghana in a manner that ensures socio-economic development and environmental integrity for the benefit of all segments of the Ghanaian society. Forestry Commission shall collaborate with Ghana Cocoa Board to coordinate projects implementation in the Sefwi-Wiawso, Bibiani Landscape. For this agreement, Forestry Commission (hereinafter referred to as "FC" or "party") is represented by **John M. Allotey**, Chief Executive, FC Ghana

And

Ghana Cocoa Board is an organisation duly established under the Ghana Cocoa Board Act-1984 (PNDCL 81) with the main functions centered on cocoa production, research, extension , internal and external marketing and control. It is committed to encouraging and facilitating the production, processing and marketing of good quality cocoa, coffee and shea nut in all forms in the most efficient and cost-effective manner, and maintain the best industrial relation. Ghana

Cocoa Board shall collaborate with the Forestry Commission to coordinate project implementation in the Sewfi-Wiawso Landscape. For this agreement the Ghana Cocoa Board (hereinafter referred to as "COCOBOD" or "party") is represented by **Joseph Boahen-Aidoo**, Chief Executive Officer, COCOBOD.

and

The Segwi-Wiawso, Bibiani Hotspot Intervention Area has been formed as an aggregation of Sefwi-Wiawso Municipal, Bibiani Municipal, Akontombra District, and Bodi District political districts which include Sefwi-Wiawso and Bibiani forest districts, and Bibiani, Bekwi, Bodi, Boako, Cocoa districts. The HIA concept thus presents as a multi-tier governance structure from the community level through the District level to the HIA level. Members have voluntarily agreed to implement the activities of the Ghana Cocoa Forest REDD+ Program to ensure deforestation free cocoa landscape in the High forest zone of Ghana. For this agreement, the Sefwi-Wiawso, Bibiani Hotspot Intervention Area (hereinafter referred to as "SwB HIA " or "party") is represented by **Mr. Sylvester Mensah**, Chairperson of the HIA Management Board.

The GCFRP has been designed to adapt the well-established Community Resource Management Area (CREMA) model for the purpose of landscape governance of cocoa farming areas. The adapted model is called a Hotspot Intervention Area (HIA) and envisages a multi-tiered, governance structure for the people in the landscape, including the cocoa farmers, communities, landowners and traditional leaders that live within and preside over the HIA landscape. Further, the HIA institution represented by the HIA Management Board is expected to work in collaboration with a Consortium body of private sector, government and civil society stakeholders who work together to support the implementation of activities towards a common landscape vision, including climate-smart cocoa and reducing deforestation.

The background to other Consortium/Partners with their specific activities is indicated in the annex to this agreement.

And Other Partners

These are partners from Private Sector, Civil Society Organisations, Non Governmental Organisation and other government agencies who are undertaking specific projects in line with the GCFRP within the landscape. The Forestry Commission may enter into MOUs with all such partners on rolling basis for implementation and/or realignment of specific Emission Reductions Program Measures. Alternatively, participation to this agreement is open to any partner willing to contribute to the landscape outcome by signing on and re-annex.

4. Interpretations

"Parties" mean the HIA, private sector, government and civil society entities which have executed this agreement, their employees or their duly authorized agents.

"Person" includes natural persons, corporations and other entities recognized by law.

"HIA" means the Hotspot Intervention Area as described in the GCFRP documents and is applied in this agreement to mean the Sefwi-Wiawso, Bibiani HIA, as represented by the HIA Management Board

"HIA-Consortium Framework Agreement" means an agreement between the lead Consortium/Partners and the Sefwi-Wiawso, Bibiani HIA Management Board and other consortium partners of the HIA clearly stipulating all the terms in this collaboration.

5. Guiding Principles

The Parties agree to operate on a constructive and collaborative basis within the HIA landscape.

The Parties agree to establish a climate-smart cocoa sub-landscape with the intention to transform cocoa farming methods and landscape conservation measures for the purpose of

creating positive and sustainable environmental practices as outlined in the Ghana Cocoa Forests REDD+ Programme.

The Parties envisage the cocoa farms of the HIA will have greater capacity to adapt to changes in rainfall patterns and increases in temperature. Encroachment into forest reserves will cease and the off-reserve landscape will retain significant patches of secondary forest, old forest fallows and relic cocoa agro-forests due to the implementation of a land-use planning process.

6. Parties Jointly Recognize

The Parties jointly recognize the following:

- The private sector members operate proven business models focused on commodity (cocoa, timber, oil palm etc.) sourcing from the HIA for international markets.
- The private sector faces growing international pressure to demonstrate sustainable and climate smart and deforestation free sourcing of their commodities.
- The Civil Society members operate long-term efforts to demonstrate pathways to enhanced sustainability and climate resilience for commodities (cocoa, timber, oil palm, etc) and Non Timber Forest Products (NTFPs) from the landscape.
- The HIA membership have undertaken to manage their agriculture and forest landscape in a more sustainable manner than previously done to ensure enhanced capacity to withstand climate change impacts.
- All Parties agree to develop a fundraising mechanism to manage forest governance and monitoring in the landscape.
- All Parties agree to develop a fund management and financial sustainability mechanism to support the HIA's operational sustainability.
- All Parties agree to contribute to the HIA Annual Work Plan, derived from the overarching Landscape Management Plan, in alignment with their individual CFI action plans.
- All Parties agree that only members of this agreement shall have rights to claim deforestation-free value chains in the HIA landscape.
- All certificates, reports, maps, images and outputs produced by the Parties within the HIA will remain the property of that individual Party – including copyright where appropriate. Members will share such documents to the maximum extent possible without compromising confidential business operations.
- All Parties agrees to implement activities and practices that are in alignment with the safeguard and grievance redress mechanism of the GCFRP.

7. Parties Jointly Agree

The Parties jointly agree to the following:

- The Agreement will focus on the sustainable production of commodities (cocoa, timber, oilpalm etc) and NTFPs in the Sefwi-Wiawso, bibiani HIA in the Western North Region of Ghana.
- The Agreement will allow continuous research, monitoring and learning from the HIA landscape for the purpose of documentation and exchange with other HIA locations.
- The Parties will communicate freely with each other, keeping the other Parties informed of the status of activities and projects, while also respecting confidentiality that each Party may have with other organizations, companies and individuals.
- A formal review meeting shall be held periodically to assess progress of planned activities.
- The Sefwi-Wiawso, Bibiani HIA and other partners shall implement any Sub-Project/ER Program Measures (as specified in the GCFRP Programme Document (PD) in accordance with the terms of the GCFRP .

- For the avoidance of doubt, the parties authorize the government (Forestry Commission) to transfer any ERs generated from such Sub-Project/ ER Program Measures to the FCPF Carbon Fund free of any third party interest or encumbrance.
- The Sefwi-Wiawso, Bibiani HIA and other partners shall inform the Government Forestry Commission immediately after becoming aware of the occurrence of a Reversal Event under any Sub- Project/ER Program Measure.
- The Sefwi-Wiawso, Bibiani HIA and other partners will operate and implement its Sub-Project/ER Program Measures in compliance with the World Bank Operational Policies and any Safeguards Plans provided for under the Emission Reduction Payment Agreement (ERPA).
- The Sefwi-Wiawso, Bibiani HIA and other partners will maintain and prepare any Sub-Project/ER Program Measures to allow for Verification.
- The Sefwi-Wiawso, Bibiani HIA and other partners will satisfy any obligations in respect of applications for all licenses, permits, consents and authorizations required to implement the Sub-Project/ ER Program Measures
- Forestry Commission shall provide the parties with the ERPD, the ER Monitoring Plan (if needed), the Safeguards Plans and any other information relevant to the implementation of any Sub-Project/ER Program Measures (including relevant communication between the Trustee and the Program Entity in relation to the ERPA).
- Forestry Commission shall collect from parties, and, if necessary, confirm the accuracy of, all information required to be collected under the Monitoring Plan and the applicable Safeguards Plans.

8. Members Roles and Responsibilities

Sefwi-Wiawso, Bibiani HIA Management Board roles and responsibilities:

- The Management Board commits to implement 'CREMA-type' landscape planning and management processes
- The Management Board commits to building local governance institution to manage the cocoa landscape
- The Management Board commits to support farmers in the adoption of climate-smart cocoa practices, with attention to gender and youth
- The Management Board commits to participate in identification of cocoa farms in the landscape, including on-reserve
- The Management Board commits to lead in the drafting and implementation of by-laws that support sustainable, climate-smart cocoa farming, forest protection, and tree tenure reforms towards on-farm planting of shade trees and farmer assisted natural regeneration
- The Management Board commits to participate in of GCFRP activities within the landscape

Forestry Commission roles and responsibilities:

- Forestry Commission commits to provide program coordination and monitoring on social and environmental issues, including safeguards, FGRM, and benefit sharing
- Forestry Commission commits to monitoring and reporting on landscape level sustainability outcomes
- Forestry Commission commits to implement tree tenure policy reforms and create an enabling environment for the program
- Forestry Commission commits to identification of cocoa farms located on-reserve
- Forestry Commission commits to support HIAs in landscape management planning, by aligning forest management plans
- Forestry Commission commits to strengthen forest law enforcement and monitoring, with collaboration from HIAs
- Forestry Commission commits to enhanced public-private collaborations in HIAs

- Forestry Commission commits to providing oversight over the implementation of all Safeguards plans

Cocobod Roles and Responsibilities

- Cocobod commits to promote investment in and support farmers with CSC inputs and extension packages towards long-term productivity of high-quality cocoa
- Cocobod commits to support mapping of cocoa farms towards supply chain traceability
- Cocobod commits to support efforts to minimise malpractices in the purchase of cocoa beans.
- Cocobod commits to support efforts to provide geographical location of all cocoa farms to enable Forestry Commission to identify cocoa farms located on-reserve
- Cocobod commits to enhanced public-private collaborations in HIAs

Civil society/ NGOs roles and responsibilities:

- NGOs commit to share information and hold consultations with HIAs (farmers, communities, leaders) on all key aspects of the program
- NGOs commit to the design and implementation of landscape standards in cocoa and forest landscapes
- NGOs commit to support the development of HIA governance structures and processes
- NGOs commit to support the establishment and management of HIA fundraising and financial sustainability mechanisms
- NGOs commit to support the development of innovative cocoa farming models and income diversification strategies that are compatible with CSC / cocoa agroforestry, and are gender and youth inclusive
- NGOs commit to advocacy and public awareness creation about the program activities

Private sector roles and responsibilities:

- Private sector commits to inform all farmers about CSC packages
- Private sector commits to enroll all willing farmers (including women and youth) into CSC programs/activities and development of a national register of farmers and farms
- Private sector commits to support farmers with CSC inputs and extension packages
- Private sector supports HIAs in management planning and the implementation of management plans, with particular emphasis on forest protection and cocoa intensification
- Private sector commits to mobilize new sources of funding to support program coordination, sustainable financing mechanisms for HIA, and to enhanced public-private collaborations in HIAs
- Private sector commits to support the development of innovative cocoa farming models and income diversification strategies that are compatible with CSC / cocoa agroforestry, and are gender and youth inclusive
- Private sector commits to support improved transparency in the purchase of cocoa beans.

9. Benefits to Parties

HIA benefits:

- HIA farmers benefit from increased yields
- HIA farmers benefit from income diversification
- HIA farmers benefit from increased climate resilience
- HIA farmers benefit from crop insurance coverage
- HIA Management Board and Sub-HIAs benefit from development of long-term financial sustainability
- HIAs benefit from improved protection of the forest

- HIA farmers, communities and Traditional Authority benefit from Carbon Fund Benefit Sharing packages (conditional on performance)
- *Forestry Commission Benefits* Reinvesting of Carbon Fund Benefit Sharing Packages
- Social and Environmental safeguards supported and monitored by GCFRP
- Decreased deforestation rates monitored by GCFRP
- Reinvesting of Carbon Fund Benefit Sharing Packages

Cocobod Benefits

- Increased local production of quality climate smart cocoa beans
- Improved aggregation of farmers and platform for engaging farmers
- Diversified livelihood activities support for farming communities
- Reinvesting of Carbon Fund Benefit Sharing Packages

Other Partners benefits:

- Increased local production of quality climate smart cocoa beans
- Improved aggregation of farmers and platform for engaging farmers
- Diversified livelihood activities support for farming communities
- Learning platform supported and operational.

10. Review

This Agreement may be amended if the Parties consider that prevailing circumstances require such.

11. Duration and Termination

This Agreement shall be valid for a period of 6 years (representing the duration of the Emissions Reduction Payment Agreement) commencing from the date of execution hereof .

This Agreement may be terminated by mutual agreement by the Parties upon the expiration of the Emission Reductions Payment Agreement (ERPA). In case of unforeseen circumstances, this Agreement may be suspended with by a party 3 months' notice in writing to the other Parties. In such circumstances, if attempts to resolved outstanding disagreements are unsuccessful, then each of the Parties agrees to provide the other Parties with 12 months formal written notice of intention to terminate this Agreement.

This Agreement shall be terminated immediately upon the signing of a definitive successor agreement unless its renewal is agreed upon by the Parties.

12. Amendments and Variations

Amendments or variations to this Agreement will be in writing and will be signed by officers authorized to execute such amendments as may be agreed amongst the parties.

13. Force Majeure

No Party shall be liable for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, wars, insurrections, accidents, industrial disputes and/or any other cause beyond the reasonable control of the party whose performance is affected.

14. Assignability

No party shall have the right to assign or transfer any of its rights or obligations under this Agreement to any third party without first obtaining consent in writing from the other parties.

15. Governing Law

This Framework Agreement and the relationship of the parties in connection with the subject matter of this Agreement and each other shall be governed and construed in accordance with the laws of the Republic of Ghana.

16. Resolution of Disputes

Any differences or disputes which may arise between the Parties relating to any matter under this Framework Agreement will be settled amicably by consultation and negotiations between the Parties, or failing that, through mediation by a mutually agreed third party.

17. Execution by the Parties

The Lead consortium partners (FC and Cocobod) formalise their collaboration in the signing of this agreement with the Sefwi-Wiawso HIA Management Board and develop a long-term partnership that will serve the objectives of the Parties. The other consortium partners having agreed to the provisions of this agreement shall communicate their specific roles, actions and activities by signing as an annex to this agreement.

The signing of this framework agreement by the initial parties to the agreement does not limit any other entity besides the initial parties of this framework agreement from joining the consortium by signing an addendum to this agreement and/or undertaking complementary activities within the Sefwi-Wiawso, Bibiani HIA.

This Agreement shall take effect on the date of the signatures to the agreement.

Prepared in Accra, Ghana on 16th Septmber 2022, in three copies.

Signed on behalf of

Sefwi-Wiawso, Bibiani HIA Management Board

Name: SILVESTER MENEAIH

Signature: [Handwritten Signature]

Date: 16-09-2022

Signed on behalf of

Forestry Commission

Name:

Signature: _____

Date: _____

Signed on behalf of

Ghana Cocoa Board

Name:

Signature: _____

Date: _____