

Conservation Stewards Program

Integrating the Free, Prior and Informed Consent Principle in the Implementation of Conservation Agreements

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1. Executive Summary

Since 2005, Conservation International's Conservation Stewards Program (CSP) has been using Conservation Agreements (CAs) to achieve biodiversity protection and human wellbeing improvements around the world. CAs are a form of direct incentives for conservation that link conservation funders to resource owners whose decisions influence conservation outcomes. The current CSP portfolio includes projects in Africa, Asia, Latin America, and the Pacific, benefitting nearly 35,000 people and protecting nearly 1.5 million hectares of natural habitat.

The CA model and implementation process have been designed in ways that clearly reflect the Free Prior Informed Consent (FPIC) principle. This is attributable to the conviction that community-based conservation can most effectively be achieved through a completely voluntary transaction, in which incentives are provided for behavior change that advances conservation objectives. The examples of CAs implemented in the Colombian Amazon, in Namaqualand in South Africa, and in the Baishuijiang National Nature Reserve in China show how the CA model adapts to different realities. The examples also show how in different parts of the world CA implementers ensure that communities understand what CAs are, freely decide to participate in the design of the CAs, and give their consent for the implementation of the agreements.

The case studies also show the importance of formalizing the use of FPIC principles when working with communities to design, negotiate and implement CAs. This will involve adding guidance on application of FPIC principles to CSP's implementation manual for CAs, particularly in the feasibility analysis, engagement, design and negotiation, and renegotiation sections. This will reinforce explicit understanding of FPIC on the part of the implementers, and facilitate sharing them with communities during the different steps of the model. Moreover, explicit attention to FPIC principles during the CA process will also empower communities to know and act on their rights with other organizations seeking to work in their territory.

2. The Adoption of Free Prior Informed Consent in the Conservation Agreement Model

To understand how FPIC is embedded in CAs, it is necessary to understand the CA approach and the model developed by CSP. This section first presents the elements of CAs and the steps taken to establish a CA with a community. The discussion then turns to the use of FPIC principles in the different steps of the CA model.

CI's Conservation Agreement Approach

CI's Conservation Stewards Program (CSP) supports a global portfolio of projects, all of which are structured around the same approach: *conservation agreements*, or CAs. CAs offer direct economic benefits to resource users in exchange for commitments to changes in resource-use practices. Thus, CAs are a form of direct incentives for conservation that link conservation funders (governments, bilateral agencies, private sector companies, foundations, individuals, etc.) to resource owners whose decisions influence conservation outcomes. A key feature of CAs is that benefits are conditional on conservation performance, thus requiring effective monitoring. Components of a CA include:

Parties and their rights and responsibilities: an agreement typically involves two principal parties – the resource users who agree to collaborate in conservation and forego destructive practices, and the investor who agrees to provide compensatory benefits. Resource users may participate in an agreement as individuals, or as a collective, depending on local cultural and institutional norms. The conservation investor often will be an environmental NGO who in a sense acts as an intermediary between the

resource users and conservation funders. An agreement may also include other parties, for example by defining the role of government agencies or other organizations in monitoring activities.

Conservation commitments: an agreement defines activities that are prohibited and others that are required, which will be the responsibility of the resource users and are designed to advance conservation objectives. Examples include observing no-take zones for fisheries, ending unsustainable practices such as uncontrolled burning of habitat, conducting patrols to deter poachers, etc. The conservation actions to be undertaken by the resource users are designed in response to threats to biodiversity. Critical factors to determine whether a CA is the right tool are whether the resource users are in a position to undertake those actions, and whether those actions are sufficient to mitigate threats. Often, actions to which resource users commit are complementary to a wider conservation strategy that can include land use planning, policy engagement, and sustainable enterprise development, for instance.

Benefits: in return for conservation actions from resource users, the conservation investor agrees to supply a defined benefit package. The value of benefits should be commensurate with opportunity costs—the value of foregone resource use (e.g. income reduced by not hunting in a defined area) and the cost of conservation actions (e.g. time spent on patrolling activities). Benefit packages typically include cash payments (such as patrolling wages) and investments in social goods such as scholarships or livelihood support. A key consideration is the distributional impact of the benefit package; sufficient benefits must go to those who incur the opportunity cost, which might not be everyone in a community to the same degree. However, targeting of beneficiaries must be balanced against distributional equity to achieve broad-based community support for the agreement and social pressure to ensure compliance. Another consideration is whether benefits can be structured to mitigate pressures that cause threats to biodiversity; for instance, if shifting cultivation is a principal threat, benefit packages that enhance agricultural productivity on permanent plots may contribute to overall conservation strategy.

Compensation packages can include a wide variety of benefit types, and often intersect with issues related to agriculture and food security. Examples in CI's portfolio include providing plows to restore rice fields (Cambodia), investing in small-scale irrigation to reduce agricultural pressure on park boundaries (Madagascar), arranging preferential purchasing agreements for sheep farmers in return for sustainable grazing management (South Africa), and providing alternative wage-earning opportunities to offset revenue losses from temporary fishery closures (Ecuador).

Sanctions for non-compliance: benefits are provided in return for conservation performance, namely abiding by conservation commitments defined in the agreements. When commitments are not met, benefits will be reduced, and a well-developed agreement must define how benefits are affected by particular types of non-performance. Infractions usually lead to temporary reductions in benefits, allowing an opportunity for resource users to improve performance and restore the full benefit package. However, if noncompliance is persistent, the agreement must be terminated. Sanctions are jointly designed and agreed upon in advance by implementers and resource users and explicitly stipulated in the agreements, to conform to local cultural norms and allow ready application in the event of noncompliance. This contributes to transparency and adaptation of the model to local realities.

Performance monitoring: since benefits depend on performance, compliance with conservation commitments must be monitored to verify performance. Indeed, active monitoring in and of itself can be a driver of behavior change, in addition to the incentives provided through payments and social benefits. This means that commitments must be defined in a way that allows them to be monitored, and the parties to the agreement must agree on performance metrics and measurement systems. Often,

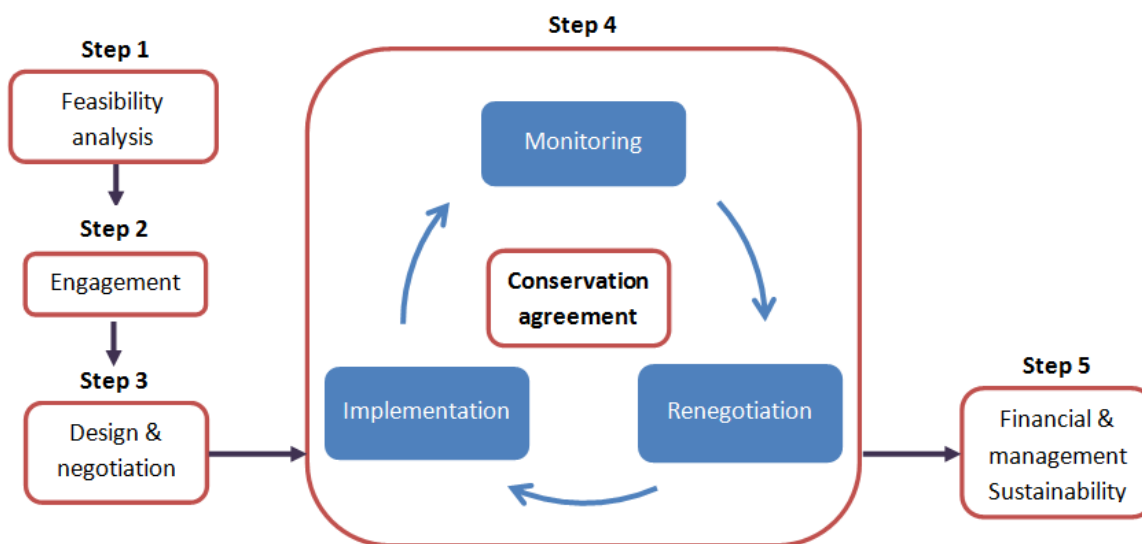
including an independent third party to serve as an objective performance monitor is an effective way to build confidence in the agreement for both resource users and conservation investors.

In short, a CA looks much like a contract, specifying what a community will do to help achieve conservation outcomes, and the benefit package that will be provided to them in return. The community commitments are designed as responses to the sources of pressure on biodiversity and ecosystems. The size of the benefit package depends on the magnitude of the community commitments; for example, a commitment to desist from all hunting activities in a specified area may warrant a larger benefit package than just a commitment to avoid trapping protected species. The contents of the benefit package are defined through a participatory community-based process to identify needs and priorities. Finally, provisions for monitoring as well as the penalty system for non-compliance need to be negotiated as well, to ensure that all parties to a CA share the same understanding and expectations. Monitoring and penalties for non-compliance are essential, as the benefits provided under CAs must be conditional on conservation performance.

The Conservation Agreement Model

CI has been implementing the CA model since 2002, and the current CSP portfolio includes projects in Africa, Asia, Latin America, and the Pacific, benefitting nearly 35,000 people and protecting nearly 1.5 million hectares of natural habitat. This model provides incentives to local populations to align their income-generating activities and land use practices with conservation goals. Just as important as the CA model itself is the process by which a CA project is developed. The following diagram presents the basic steps toward a long-term CA.

Conservation Agreements model



CSP's CA model consists of five main steps: site definition and feasibility analysis, engagement with resource users (usually a local community) to familiarize them with the CA model, agreement design and negotiation with the resource users, implementation and then securing arrangements for long-term management and financial sustainability. Step 1 – feasibility analysis – informs implementers whether a CA may be the right conservation tool for a given site. This is essential to avoid wasting scarce time and

resources on sites where a CA is unlikely to succeed. The feasibility analysis examines numerous factors, including economic, political, cultural, institutional, governance and other issues. Importantly, the feasibility assessment needs to examine whether the resource users are capable of and willing to enter into an agreement as a cohesive entity. Thus, while it is essential to avoid inflating expectations on the part of the resource users, it is also important to get an initial indication of their potential interest and ability with respect to an incentive-based conservation initiative.

If the feasibility analysis yields a positive conclusion, the implementer engages the resource users to provide in-depth explanation of the CA model and gauge interest in collaborating to develop an agreement (Step 2). This can require a considerable amount of time with repeated meetings, workshops, focus group discussions, etc. The implementer must be sure to involve all relevant groups within a community (women and men, youth as well as the elderly, different resource-user groups, marginalized sub-groups, etc.), often with dedicated engagement efforts beyond large community-wide meetings. The point of this step is to first make sure that the resource users understand the proposed CA model, and invite them to express whether or not they wish to proceed. If and when resource users explicitly express interest in pursuing an agreement, they and the implementer can initiate the process of CA design.

In Step 3 – design and negotiation – the implementer and the resource users work together to define the terms of the CA: the commitments, benefits, sanctions, and monitoring framework. At any point in this step, the resource users are able to withdraw from the process if they are not comfortable with the direction in which design and negotiation efforts are going. As with the engagement efforts in Step 2, the implementer must ensure that the design and negotiation process includes specific opportunities for various groups within the community to participate and provide input. An agreement that only reflects the perspectives of the most vocal or influential community members is not likely to succeed. Therefore the implementer needs to work with the community to define a process in which everyone can be confident that the resulting CA reflects the needs and priorities of all community members.

Finally, the parties can sign the agreement and begin implementation (Step 4). Implementation involves executing conservation actions, delivering agreed-upon benefits, and monitoring compliance. In addition, the implementer must monitor the impacts – both conservation and socioeconomic impacts – to verify that the CA is achieving its intended outcomes. Moreover, socioeconomic monitoring must include examination of community members' feelings and attitudes about the CA itself, in addition to conservation more generally, to assess whether the CA continues to enjoy broad-based support or requires adjustment to address the concerns of particular subgroups or individuals. Finally, a key part of the implementation cycle is ensuring a participatory, representative process to verify that the community as a whole continues to be interested in renegotiating and renewing the agreement.

Often, an agreement initially is signed for a one-year period; if the CA works well it is renegotiated for another year. After a period of three to five years, if the agreement continues to be effective and enjoy community support, sustainability mechanisms are designed to support a transition to a long-term agreement (Step 5). Options for financial sustainability include establishing trust funds, linking the CA to other Payment for Environmental Services (PES) schemes (e.g. carbon sequestration, watershed protection), or promoting government programs that support conservation and poverty alleviation through agreements. With respect to management, sustainability involves improved governance capacity on the part of resource users and strengthening local leaders, to reduce reliance on technical support from the implementer. Once sustainability mechanisms are in place, the agreement can be signed for a longer duration.

The preceding descriptions of the CA model and the process used by CSP to implement the model are of course generalized. The particular details of each agreement, and the steps used to design and implement them, depend on site-specific conditions. Each CA must be adapted to legal, political, cultural, ecological and many other factors unique to a site. However, a universal requirement for CAs is that they must reflect broad-based community understanding and buy-in. This is the case both because ethically conservation commitments cannot be imposed on people, and because without such buy-in the CA is likely to fail in any case. Therefore the CA model and process have evolved to incorporate principles and practices similar to those reflected in international norms with respect to FPIC.

How FPIC is Embedded in the CA Model

The core component of FPIC is consent – local resource users are entitled to determine whether or not they wish to participate in an intervention, and whether or not that intervention should proceed. The CA model depends entirely on this kind of consent from resource owners and users; without explicit consent as verified through a signed agreement, a CA cannot proceed. Depending on local context, the CA implementer must consider several questions: who can provide consent on behalf of the community? How can we ensure that decision-makers reflect community-wide perspectives? To what degree are vulnerable or marginalized groups in the community involved in the consent process? Should consent be unanimous, is a simple majority sufficient, or is there some other threshold for adequacy of community support? In addition, a signed document is important for many implementers, donors, and government agencies, but the implementer should also consider what ways of demonstrating commitment is meaningful to the community. For instance, for illiterate people or in societies where oral traditions are more important, a signed document may carry limited weight. Nevertheless, the implementer must find ways, together with the community, to explicitly demonstrate meaningful consent – without this, a CA cannot proceed.

For community consent to a CA to be meaningful, the decision to enter into an agreement must be free. For consent to be free it cannot be obtained through bribery, coercion, fraud, manipulation, threat or any other form of pressure. The consent must reflect the desire of the community, free of external pressure from not only the implementer but also any other entity such as Government. The ‘Prior’ in FPIC also requires that the consent be granted before the start of any activities that may affect the community. In the CA model, project implementation starts only after the CA is signed, i.e. after consent has been documented. Until this point the implementer works with the community to design conservation commitments, benefit packages, etc. to respond to community needs and priorities – until the community is satisfied with the draft agreement terms, the agreement will not be signed and implementation cannot commence. At any point, the community can choose to withdraw from the process and terminate the initiative. Thus, the consent signaled when a community signs a CA necessarily reflects free and prior consent, as per the FPIC principle.

Finally, for FPIC and for the CA model, the consent must be ‘Informed’. This relates to the information about the project that is shared with the community prior to signing an agreement. In the engagement step described above, a key objective is to make sure that community members understand the CA model, including the contingent nature of the benefit package. The implementer will also share information about conservation objectives, socioeconomic development options, and other aspects of the project. Importantly, the implementer must also inform community members of any potential negative aspects of the CA, such as restricted resource access. Ideally, resource users will receive information from independent third parties as well as the implementer, possibly from representatives of other communities with relevant experience. To ensure that the community is truly informed, the implementer must make arrangements to share information in language and media that are accessible

to the people in question. Finally, communities may require a substantial amount of time to absorb information and deliberate internally; implementers must be prepared to give communities all the time they need.

Thus, the CA model and implementation process have been designed in ways that clearly reflect the FPIC principle. This is attributable to the conviction that community-based conservation can most effectively be achieved through a completely voluntary transaction, in which incentives are provided for behavior change that advances conservation objectives. Moreover, effective CAs are long-term relationships, and for a voluntary relationship to endure for the long term, the community's decision to enter into an agreement must be based on FPIC.

3. Synthesis of Case Studies

To explore the ways in which FPIC is reflected in CA initiatives, CSP team members undertook case studies of three projects in the CSP portfolio: the community of Madroño in the Amazonian region of Colombia, the Leliefontein community in South Africa's Namaqualand region, and the Lizhiba community in southwest China's Gansu province, on the border of Sichuan. Below we summarize the three cases; the full case studies accompany this synthesis.

Case Study 1: Madroño, Colombia

The *Vereda*¹ of Madroño was legally established in 2002 and is located in the Amazonas Department of Colombia. This community lies on the shores of the Bajo Caquetá River in an area defined as a national forest reserve. There are 20 families who belong to the community (approx. 77 people), but only 16 of the families are permanent residents. 80% of the people living in the community belong to 11 different indigenous groups, and the remaining people are mestizos. The community of Madroño has established a strong decision-making process. Decisions are made by a majority vote during community assemblies. A directive board is elected by the community assembly. The role of the directive board is to present and suggest topics of discussion, and address questions the community members have about activities implemented in the community. The assembly votes and reaches decisions only after the information is clear to all community members.

Between 2003 and 2004 the *Vereda* developed a management plan to a) determine the areal extent of the territory they were using, b) define how to manage the resources, and c) gather information to apply for recognition of Madroño as a Resguardo Campesino, a legal status that would allow them to receive cash transfers from the government. This included identification of sites of particular importance for their wellbeing, such as the Bacuri lakes. The lakes in Madroño are crucial for food security, as fish is the main protein source for the families. Once the management plan was ready, the community lacked the means to implement the activities and improve the management of the Bacuri lakes. The lakes were being used for commercial purposes by fishermen from the community, from neighboring communities and from Brazil. These practices reduced the availability of fish for local families and polluted the water sources. In 2008, CI-Colombia, with the support of CSP, decided to adopt the CA model to work with the communities in the Amazon region.

The feasibility analysis for CA implementation was done using information gathered for the management plan, and was based on the priorities defined by the community. Thus, the Bacuri lakes were identified as the conservation objective. Afterwards the CI-Colombia team explained to the community what CAs are about. The community had been looking for three years for means to finance

¹ *Vereda* is similar to a rural district.

the implementation of the management plan. Thus, for them CAs represented an opportunity to actively protect their resources and earn an economic benefit. In an assembly it was decided that the directive board of the community should work with the CI-Colombia team to design the agreement. The meetings of the directive board and CI-Colombia focused on addressing points of confusion, and defining the commitments of the community, the commitments of CI-Colombia, the benefits for the Vereda, and the sanctions for both parties in case of infringement. Once the agreement was drafted it was discussed in a community assembly. Community members suggested several changes to the agreement. After updating the CA, the document was presented again to the assembly to obtain the community's approval.

Under the agreement the community committed to stop fishing Pirarucu (*Arapaima gigas*) and Arawana (*Osteoglossum bicirrhosum*) – two fish species subject to overfishing - in the protected lakes, forbid fishing during the spawning season, use artisanal fishing gear, and participate in surveillance activities to prevent outsiders from fishing in the lakes. Patrolling teams initially consisted of four people from different families who had to be at the lakes for 14 days at a time. Currently patrolling teams rotate every 28 days, and they are elected during the monthly assemblies. If outsiders (or insiders) are found fishing Pirarucu or Arawana in the protected lake, patrollers inform the Secretary of Natural Resources who then reports the incident to the authorities. In exchange for these efforts, community members receive an economic incentive in cash equal to the prevailing wage rate. The benefit package also includes funds for the Secretary of Natural Resources, as he is also in charge of promoting the CA model in neighboring communities. Indirect benefits of the agreements include strengthening of community leadership and governance, enhancing territorial rights of the community by giving them the means to patrol their land, and recovery of Pirarucu and Arawana populations in the conservation sites. The CA with Madroño has been renewed each year since it was signed in 2008. The renegotiation process has changed during the years. Now community leaders are the ones discussing in the assembly how the agreements should be changed. The CI-Colombia team does not participate in these assemblies, but meets with the community leaders to talk about the changes suggested by both parties. This has allowed the community to focus on how to improve the agreement, instead of only the incentive amount.

Biodiversity and socio-economic monitoring are carried out on a yearly basis to identify the progress of the project. The biodiversity monitoring focuses on the populations of Pirarucu and Arawana, and the community members are the ones collecting the information during the monitoring campaigns. Biodiversity monitoring results show that the populations of Pirarucú have increased from 11 individual samples in 2009 to 142 in 2012. Moreover the ratio of young fish to adults has increased from 1.2 in 2009 to 5.2 in 2012. Therefore the CA has had a positive impact in the recovery of local fish species and in the protection of fresh water ecosystems. Annual socioeconomic monitoring has been carried out by consultants. Results from 2011² show that benefits provided by the CA contribute 10.5% of household incomes. The data confirms that the local economy is subject to a lot of fluctuation, and the only stable source of income is provided by the patrolling activities. The CI-Colombia team presents the biodiversity and socioeconomic monitoring results to the community in an assembly, for use during the CA renegotiation. These results have cultivated community pride in the activities they are implementing and awareness of the impacts of the CA. The data is also used to promote the initiative to authorities and other organizations, and for fundraising purposes.

CI-Colombia has grants from Toyota and the Swift Family Foundation to implement the CA in 2013, and is renegotiating the agreement. It is expected that in the future the community will resume harvesting

² 2011 information was used, as the 2012 report is not ready yet.

Pirarucú and Arawana using sustainable practices, as sustainable extraction of fish would bring benefits to the community and could help cover some of the CA costs. Other options for long-term sustainability include strengthening the Conservation for Development Program, an initiative of CI-Colombia and the Fondo para la Acción Ambiental to promote implementation of CAs in different areas of the country. Additionally CI-Colombia has approached CorpoAmazonía, the regional government authority, as they have resources that could be used to cover the costs of the incentives.

In Colombia there is no law or decree that promotes the use of FPIC. In 1998, through decree 1320, the Colombian state defined regulations for consultation procedures for extraction of natural resources in territories belonging to indigenous and black communities. The objective of the consultation procedure (*consulta previa*) is to analyze the economic, environmental, social and cultural impact that can occur in indigenous or black communities from extraction of natural resources within their territory. This decree seeks to protect the communities and helps implement Law 21 from 1991, through which the Indigenous and Tribal Peoples Convention (Convention No. 69) of the International Labor Organization was adopted by Colombia. The *consulta previa* decree has been criticized, among other things, because the Ministry of Environment has issued extraction permits without recognizing the presence of indigenous or black communities in those areas, the decree does not require the provision of information to the communities prior the consultation process so they can prepare for the discussions, the communities cannot influence the final decision, and the consultation process is only used in territories where communities have a land titles.

In the case of Madroño, community members and leaders do not know about FPIC and are unaware that a consultation process is required when outsiders want to extract natural resources from their territory. The CI-Colombia team was not aware of FPIC principles either when they started to design, negotiate and implement the CA. Nevertheless, by following the steps defined in the CA model, the CI-Colombia team explained the CA model to the community. They also worked together with the leaders to design the agreement and made sure community members understood the CA before they decided whether or not they wanted to sign the CA. This procedure has been maintained and used during the yearly CA renegotiation.

Case study 2: Leliefontein, South Africa

This case study examined the Biodiversity and Red Meat Initiative (BRI) project in Namaqualand, South Africa. The BRI project involves a conservation agreement with farmers from the town of Leliefontein, implemented by Conservation South Africa (CSA). Namaqualand is known for its grasslands (veld), which provide ideal habitat for unique flora that bloom by the thousands every spring—1,000 of the area's 3,500 wildflower species are found nowhere else in the world. For the rest of the year, most of Namaqualand is a semi-arid desert where people sustain themselves by livestock farming or working in diamond and heavy-minerals mines on the coast.

Namaqualand farmers produce some of the finest quality meat in South Africa, but are challenged by water scarcity and land degradation. Erosion, overgrazing, and plowing of wetlands - the most desirable area for cropping – are undermining vital ecosystem services. Degradation and poor land-use practices undermine the ability of the region's farmers to adapt to increased temperatures and aridity anticipated under future scenarios of climate change. Furthermore, the area's mining industry is scaling down and mine workers are returning to livestock farming, which further increases pressure on the land.

The BRI project centers on negotiated agreements between CSA and individual farmers, with the overall objective of improving livestock and ecosystem management in this fragile environment. The agreements have been used to provide incentives to farmers to reduce the size of their sheep herds,

and to restore and protect wetlands that are critical to the hydrology of the area. The BRI project includes CAs with 34 farmers from the Leliefontein community, covering about 7,600 hectares. This feature of the BRI project sets it apart from most other projects in the CSP portfolio, as the majority of CAs are signed with communities as collective wholes, rather than with individual community members.

Leliefontein has a population of nearly 1,000 people in about 210 households. People's incomes mainly are based on livestock farming, government grants (for children, elderly, disabled or veterans, or other types of social support) and salaries from jobs mostly in the government sector. This is the only community in the region that continues to practice transhumant livestock management, with seasonal movements of herds between pastures. A key feature of the local context is that the land used by the Leliefontein community is communally owned. The communal area (called the Leliefontein commonage) is held in trust by the Department of Land Affairs, and managed by the Kamiesberg Municipality.

A primary goal of the agreements has been to remove a total of 2,000 breeding stock to meet carrying capacity guidelines established by the Department of Agriculture. In addition to stock reduction, the CAs specify several other commitments and benefits. Important commitments include compliance with Kamiesberg Municipal Grazing Regulations and Biodiversity Management Guidelines; contributing to the development and implementation of a management plan for communal grazing areas; developing and applying fire management guidelines; and cooperating in alien plant and tree removal and wetland restoration. CSA and the BRI members now are contemplating a change in emphasis of the CAs, because carrying capacity guidelines increasingly have been called into question for ecological reasons. CSA staff anticipate that the stock reduction scheme may be scaled back or eliminated, and the focus of the CAs reoriented to wetland protection in the communal areas.

Benefits provided in return for adherence to these commitments include a price premium for stock sold, demonstrations and skill training relevant to the various guidelines and regulations (Holistic Management, Fire Management, Wetland Restoration, Wildlife Conflict Management, etc.), and access to expertise and other kinds of support for implementing them. CI also provided funds for rehabilitation of water infrastructure, and training and hiring of community members as monitoring officers.

The first agreements were signed with 22 farmers in November of 2009. Each year since, they have been evaluated, refined, and renegotiated, such that commitments and benefits have evolved over time although they generally continue to conform to the above characterization. BRI participants have organized themselves as an Association that seeks to improve livestock management and also explore other livelihood alternatives.

The process used by CSA and the farmers to arrive at mutually satisfactory agreements did not explicitly incorporate FPIC. However, the project unfolded in a way that clearly reflects the relevant norms and principles. The process began with considerable time spent on building trust, awareness of ecosystem management issues on the part of the community members, and understanding of cultural and socioeconomic context on the part of the project implementers. This led to further consultations, discussions, and negotiations to ultimately produce an agreement. The Leliefontein community members, though unfamiliar with the term FPIC, clearly are very sensitized to the principles embodied therein. In part, this reflects a continued impact of the ending of apartheid when people throughout South Africa rapidly gained a degree of empowerment and political participation that they had never experienced before. This dramatic change in the relationship between people and their government appears to have engendered a more general sense of the right to self-determination that converges with FPIC norms. Also, all stewardship provisions under South African law clearly stipulate that participation is purely voluntary. Although the CAs are not couched in legislation, as part of a set of different but related options for promoting stewardship they must clearly adhere to that same standard. Therefore CI

went to great lengths to emphasize the voluntary nature of participation in CAs once the time came to propose this arrangement to the people of Leliefontein.

A critical step in the project was the actual signing of agreements. Once all the terms were established through a process that included both community-level and individual engagement, each individual decided whether or not to sign an agreement and participate. This is in contrast to most conservation agreement projects, in which typically a representative body or leadership signs an agreement on behalf of the entire community. Only a subset of the community chose to sign agreements at first; later additional members elected to join the project after seeing how it functioned, what the implications were for participants, and the like. Thus, the signing of agreements provided a clear signal of consent, and the decision to sign was a highly individualized consideration based on each person's perspectives and comfort level with the available information. Only after the initial set of agreements was signed did implementation activities commence. Thus, the way in which CSA proceeded to engage the community, negotiate agreements, and work only with those individuals who freely chose to do so is clearly analogous to an FPIC process.

Case study 3: Lizhiba, China

The final case study examined the CA brokered by CI-China (later Chinese NGO Shanshui) between the Baishuijiang National Nature Reserve (BNNR) and the Lizhiba community. The BNNR lies in southwest China's Gansu Province, bordering Sichuan Province. The 213,750 hectares of the BNNR contain rich montane forest habitat and sustain freshwater ecosystem services as well as a great variety of plants and animals. The Reserve was established in 1978 principally to protect giant pandas (it is China's largest giant panda reserve), and in 2000 it was added to the World Network of Biosphere Reserves under UNESCO's Man and Biosphere Programme. The objectives of the Lizhiba project were to better integrate the community in giant panda conservation, motivate watershed protection, and also provide targeted protection for another endangered species, the Wenxian newt. The CA sought to provide a framework for community co-management of the BNNR.

The Lizhiba community has a total population of about 700 people, distributed among nine hamlets. They are mostly of Han ethnicity, with a small Muslim minority. The community's territory extends over 6,500 hectares inside the BNNR, about one third of which is giant panda habitat. Lizhiba has a well-defined governance framework comprised of two parallel structures. The first is as a commune, which is the basic unit of autonomous village governance. Commune leadership in the form of a Director and a Clerk is elected by local families. The second structure is the Communist Party, with a Lizhiba Secretary who is appointed by higher level government. Together the Commune Director, Commune Clerk, and Communist Party Secretary form the core of Lizhiba community governance. Community decision-making also involves elected representatives of each of the 9 hamlets. In principle, these structures allow for substantial participation in decision-making; in practice, much governance takes the form of instructions handed down to the core team by higher level government.

The land rights context is especially important for Lizhiba, given that its territory is in the BNNR region. There are three categories of land type: state-owned forest land, community-owned forest land, and community-owned agricultural land. The community forest and agricultural lands are allocated for use by individual families. Only limited use is legally permitted in community areas that overlap with the Reserve, but there is no clear management plan for community use in these areas. This results in tension between traditional resource-use rights by community members and the exercise of management rights by BNNR authorities under laws governing Nature Reserves.

Government at all levels is accustomed to simply issuing orders and decrees that communities must follow. Thus, FPIC is a very alien concept to both the community and the government partners in the context of Nature Reserve creation and management. The tension between resource-use rights and the BNNR management mandate historically has resulted in conflicts between the Reserve and Lizhiba, between Lizhiba and neighboring communities, and within Lizhiba, conflicts that were accompanied by illegal logging and poaching of wildlife.

CI-China's initial engagement in Lizhiba focused on working with families to construct more efficient cook stoves to reduce the demand for fuelwood. This allowed CI-China to begin building a relationship with the community as well as government officials in the area. Based on this initial relationship, Lizhiba and the BNNR were included in a call for proposals issued in 2007. This call specifically invited joint proposals for CAs between communities and local forestry or Nature Reserve agencies. The proposal received a high score, leading to a feasibility analysis early the following year. Agreement design and negotiations took place in October-November, and the CA was signed in December 2008.

A critical factor in the successful implementation of this CA was early attention to definition of clear roles and responsibilities. This was particularly important given the complexities of land rights, use rights, and management rights created by the overlap between the BNNR and the community territory. CI-China facilitated a process that resulted in agreement on the following roles: CI-China served as provider of technical support and overall project management; the BNNR management authority was the project implementer who helped define conservation actions, provided community benefits, and, critically, formally authorized the Lizhiba community to manage the area; the Lizhiba community was responsible for activities designed to address threats to biodiversity and ecosystem services. A fourth actor was Lanzhou University, as a third-party responsible for monitoring the project.

With this definition of roles and responsibilities in place, CI-China was able to create a process that we now recognize as incorporating FPIC principles. This included workshops in Lizhiba to create community awareness and understanding of the CA model, community visioning exercises for future resource management, and extensive discussions on potential conservation commitments and benefit packages. An overall workplan for the project was also developed jointly by the community members and CI-China (which around this time transformed itself into local NGO Shanshui). Given that not everyone in the community was able to attend these sessions, the nine elected hamlet representatives were tasked with conveying the information and workshop products to all households.

Next, Lizhiba's core governance team and hamlet representatives, with input from community members, deliberated for one month and decided to proceed with the CA process. Then Lizhiba leaders and the BNNR management authority began negotiating specific terms and developed a draft CA. Shanshui was concerned whether this draft CA truly reflected the perspectives of the entire community, since it was produced by leadership. To address this concern, they convened meetings in each hamlet to present the draft to all families and invite input. These meetings revealed that not everyone shared the same ideas for conservation actions and benefits. A conference was then held with community representatives and Lizhiba leadership, including confidential voting on the terms of the benefit package and resulting in substantial changes to the draft CA to incorporate community wishes. This new draft was printed and distributed to every family and posted in public places, with a one-week comment period for objections. After this period, the draft CA was deemed to reflect community consent.

An important outcome of these processes was to strengthen community governance in Lizhiba, not only in conservation planning and management, but also in terms of community participation and interaction with government authorities. The CA framework has catalyzed an entirely new dynamic between the community and BNNR management authority, in which top-down decisions and instructions have been

replaced by dialogue and negotiation. In particular, local government authorities have recognized the value of securing broad-based community buy-in through a process based on incentives, information sharing, and participation in decision making. Thus, local government has embraced the principles of FPIC, which has contributed significantly to project success and suggests great potential for an explicit focus on FPIC in community-based conservation and development in China.

4. Lessons Learned and Recommendations (CA and FPIC)

The case studies show how the CA model adapts to different settings and needs. In South Africa the agreements were signed with individual farmers, while in Colombia with the entire community. In these two cases CI country offices were the organizations signing the agreements. The case of China is different, as in this case CI-China (later Shanshui) provided technical assistance to government agencies and to the community to broker an agreement. CI's participation helped increase trust between the government agencies and the community, and through the CA they could finally work towards a common goal.

The feasibility assessment is a critical step in applying the CA model. It is highly recommended that FPIC be anticipated during this step, as conducting the feasibility assessment in and of itself raises questions about community involvement and expectations. For instance, the feasibility assessment should include consideration of the degree of conservation awareness prevailing in the community, as this provides one indication of the amount of effort that will be required to ensure that eventual consent will be based on fully informed understanding of the project. Indeed, during the feasibility assessment the implementers should devote time to examining FPIC standards and requirements, as well as experience with FPIC processes in the communities.

An important part of designing a CA is determining the size of the overall benefit package that is to be offered as an incentive. CSP advocates that implementers use the concept of opportunity cost to guide thinking and discussion on this question, with opportunity cost defined simply as what the community is being asked to give up by agreeing to the conservation commitments. This might be land (*e.g.*, when habitat is set aside for conservation), certain income-generating opportunities (*e.g.*, when a community agrees not to allow commercial logging), or time (*e.g.*, when community members participate in patrols or monitoring efforts). Using the concept of opportunity cost helps anchor discussions with communities about benefit packages, and also helps convey the basic logic of the CA model as a quid-pro-quo, thereby contributing to a sound FPIC process. However, it is also recommended that the implementers take the time to fully understand opportunity cost and available methods for estimating this cost, as putting the concept into practice can become complicated. Additionally implementers and the communities have to discuss whether they want in cash or in kind benefits, or group or individual benefits.

Another recommendation emphasized by both the community members and CI staff was that FPIC, awareness-building, engagement and negotiation processes must be given as much time as the community needs; rushing them to accommodate donor pressure or externally imposed project schedules again risks undermining relationships and ultimately the project. Meetings, follow-up discussions, opportunities for internal deliberation among community members, response to questions and requests for more information, additional meetings to ensure that no community members are left out of the process, etc. can take considerable time. Moreover, these processes do not end once consent has been provided, but continue as the project unfolds.

The fact that the CA model first seeks a short-term, renewable agreement provided a significant advantage to the implementers. The communities and farmers involved in the three case studies were

resistant to the idea of a long-term commitment, but accepted an arrangement that amounted to a trial period that allowed for learning, reflection, and a later decision on whether or not to continue. This amounts to an ongoing FPIC process, in which everyone continues to be better informed over time, and consent is decided upon at regular intervals. Doing so is comfortable for the members of the communities, and also instilled continuous project evaluation and adjustment in response to growing experience. Therefore, building this feature into projects is recommended whenever possible.

It is important that CAs are seen as tool for the implementation of activities that contribute to the management of resources that are important for the communities. Nevertheless, it has to be clear that the agreements will tackle some of the issues that communities face, but not all of the issues. Thus, CAs must be part of a broader conservation and development approach. It is also important to ensure that the members of the communities reflect on the future implementation of the agreements. This involves considering financial needs, management needs, timelines to achieve sustainability, and the responsibility of all the parties involved. This would ensure that communities are continuously informed about the future of the initiative, and also that they actively participate in the decision-making process.

5. FPIC in Practice: what are the best common practices CAs are using, challenges and next steps to improve processes.

Although the CA model does not explicitly include FPIC, by following the steps of the model implementers make sure that communities understand what CAs are, participate freely in the design and negotiation, give their consent for the implementation of activities, and take part in the assessment and renegotiation of the agreements. This involves organizing community meetings or assemblies and also approaching individuals who usually do not speak up. It also requires thinking about the individuals who would be affected by implementation of a CA (*e.g.*, community members who fish for commercial purposes). This is the only way to ensure that all community members have the opportunity to share their point of view during the CA design and implementation. This also allows the agreement to be updated based on the needs and concerns of local families.

By gathering information for the three case studies, it was possible to identify some of the best practices when working on CAs. Some of the best practices identified are listed on the table below.

Best practices when implementing CAs
<ul style="list-style-type: none"> • Developing the feasibility analysis for CA implementation using mainly secondary information helps avoid raising expectations in the communities. • Respecting customary decision-making mechanisms within communities ensures that CAs are adapted to local realities. • Explaining the CA model to the communities during the engagement phase allows them to understand the interests of the implementers and decide if they want to work together on a CA. • Designing the CAs together with the communities and ensuring that communities have enough time to discuss the content and to decide if they want to sign such an agreement, helps ensure that the CAs have the consent of all or most of the community members. • Ensuring that the communities know how the benefit package amount has been defined, reduces conflicts when negotiating the benefits to be provided by the CAs. • Showing biodiversity and socioeconomic monitoring results to the community increases their engagement and helps them see how the CA impacts their natural resources and wellbeing.

- Establishing one-year agreements allows the communities and implementers to learn from the experience, improve the CA design, and build trust among the parties involved.

Most of the CAs implementers are using FPIC principles implicitly, although they are unfamiliar with FPIC terminology and frameworks. Thus, one of the main challenges facing the use of FPIC in CAs is to ensure that the use of FPIC becomes more formalized. This could be addressed by including in the CA implementation guide information regarding FPIC and its role in the design and implementation of CAs. This will lead implementers to assess the communities' experience with FPIC when working on the feasibility analysis, and they would also explain the FPIC principle to the communities during the engagement phase. FPIC principles should also be presented to the communities during the renegotiation processes. This would strengthen the notion that communities are free to decide whether they want to continue or not implementing CAs. Thus, to improve CA design and implementation it is important to incorporate FPIC principles in the different steps of the model, and to discuss with the implementers the importance of sharing these principles with the communities before substantive discussions with the communities begin.

6. Conclusions

The CA model is a flexible tool that can be used in different settings and can adapt to the unique characteristics of communities. The three case studies described in this document show how the model was adapted to the local reality. In Colombia a CA was signed with the community of Madroño. This community has no legal rights to the land, but they are still interested in managing the lakes they depend on for food security. The CA has helped the community ensure that outsiders stop fishing for commercial purposes in the lakes, and increase the availability of fish for the community. Since the establishment of the CA in 2008, the populations of fish have increased, and the incentives provided to the patrolling teams have become a stable income source for local families. Thus, the CA has had a direct positive impact on conservation and on the local economy.

In South Africa the Biodiversity and Red Meat Initiative (BRI) project promoted the establishment of CAs. In this case the agreements were signed with individual farmers to improve the management of livestock and restore and protect wetlands. Through the CAs the farmers have reduced the stock of sheep to reduce the risk of overgrazing. The CA initiative has also allowed farmers to comply with grazing regulations and biodiversity management guidelines, while benefiting from a price premium for stock sold. Prior to the establishment of the CAs, farmers operated mainly as individuals. Following the start of the CA initiative, the farmers decided to create an Association that facilitates collaboration among farmers to improve the management of their stock and the wetlands. Therefore CAs not only have helped protect the fragile environment of the region, but also are promoting the establishment of self-help organizations.

In China a CA was established in 2008 between the Baishuijiang National Nature Reserve (BNNR) and the Lizhiba community. The agreement's goal is to better integrate the community in giant panda conservation, motivate watershed protection, and also provide targeted protection for another endangered species. The CA initiative helped changed the top down decision making process in the area. For the first time community members were allowed to give their opinion and decide on the elements to be included in the agreement. Moreover, the CA initiative helped improve the relationship between the community and government agencies. Now the local government authorities recognized the value of securing broad-based community buy-in through a process based on incentives, information sharing, and participation in decision making.

In the three case studies described in this document, community members and implementers were not aware of FPIC principles. Nevertheless the steps defined by the CA model ensures that communities will first know what conservation agreements are, decide freely if they wanted to participate in the design and implementation of a CA, and give their consent before activities defined in the agreements are implemented. Thus, the CA model has implicitly promoted the application of FPIC principles.

It is important to formalize the use of FPIC principles when working with communities in the design, negotiation and implementation of CAs. This involves adding information regarding FPIC in the CA model guidelines, particularly the feasibility analysis, engagement, design and negotiation, and renegotiation sections. This will help implementers understand the principles and share them with the communities during the different steps of the model. Moreover, explicit attention to FPIC principles during the CA process will also empower communities to know and act on their rights when interacting with other organizations seeking to work in their territory.

7. Annexes

Case study 1. The use of the Free, Prior and Informed Consent in the implementation of Conservation Agreements to protect fresh water ecosystems in the Colombian Amazon Region

Case study 2. The application of Free, Prior and Informed Consent Principles in Conservation Agreements: Case Study of the Biodiversity and Red Meat Initiative in Namaqualand, South Africa

Case study 3. Promoting the use of Free, Prior and Informed Consent through Conservation Agreements for the co-management of the Baishuijiang National Nature Reserve in China