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MONDAY 7TH MAY, 2018

THE OFFICIAL GAZETTE
LEGAL SUPPLEMENT — B

7TH MAY, 2018

GUYANA

No. 2 of 2018

REGULATIONS

Made under
THE FORESTS ACT
(No. 6 of 2009)

**IN EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTIONS 80 AND 81
OF THE FORESTS ACT, I MAKE THE FOLLOWING REGULATIONS:-**

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PART I
PRELIMINARY

- Citation. 1. These Regulations may be cited as the Forests Regulations 2018.
- Interpretation. 2. In these Regulations –
- “applicant” in relation to an application means -
the person making the application; or
in the case of two or more persons making the application,
each of those persons;
- “appointed percentage” in relation to exploratory permits means 25%
of the cost and expenses of the exploratory operations (excluding
capital expenses);
- Cap. 67:01 “former Regulations” means the Forest Regulations (No. 38 of 1953)
made under the former Act;
- “premises” includes –
- (a) any vessel, aircraft, vehicle or other means of
transportation;
 - (b) any tent;
 - (c) any building or other structure; or
 - (d) any land;
- “prescribed fee” means any fee prescribed by the Commission under
regulation 38;
- Cap 36:02 “registered society” means those associations and communities
Cap 58:11 registered with the Friendly Societies Act or Co-operative Societies

Act and have also commenced the process of registration with any other relevant agencies to legitimise their status;

“volume-based charge” in relation to any forest produce, means any charge or levy imposed under these Regulations based on the volume of the forest produce standing in the concession area.

PART II
STATE FOREST AUTHORISATIONS

EXPLORATORY PERMITS

Application for
exploratory permit.

3. An application for an exploratory permit shall be made to the Commission in a form determined by the Commission and accompanied by the prescribed fee.

Form and conditions of
exploratory permit.
First Schedule.

4. (1) An exploratory permit –
- (a) shall be in the form as set out in Form A of the First Schedule; and
 - (b) is subject to the conditions prescribed in that Form and any other condition specified by the Commission in the actual permit.
- (2) No exploratory permit shall be granted unless the following is paid to the Commission -
- (a) the prescribed fee;
 - (b) any premium for the permit offered by the applicant and accepted by the Commission; and
 - (c) a security deposit as assessed by the Commission unless waived.

(3) Where two or more persons have applied separately for exploratory permits and have equally qualified for a grant of the said exploratory permit, the Commission may, after the parties have failed to negotiate a settlement, re-advertise the area for competitive tender, in at least one daily newspaper for three consecutive weeks, thereby nullifying the previous application process.

(4) Notwithstanding subregulation (3), the Commission may waive the requirement for a second tender process by publicly notifying the waiver and the reasons for it.

(5) Where the holder of an exploratory permit intends to carry out limited commercial activities within the concession during the lifetime of the exploratory permit in accordance with section 9(2)(b) of the Act, the holder shall-

- (a) submit the operational cost and expense (excluding capital expenses) associated with the exploration of the said exploratory area; and
- (b) carry out pre-harvest inventory and submit a map of the area, where the holder intends to carry out the said harvesting within the exploratory area.

(6) In determining whether to grant permission for limited commercial activities within the exploratory area, the Commission shall consider the information as submitted by the holder under sub regulation (5)

(7) If the Commission is satisfied that the holder has met the requirements listed under sub regulation (5) the Commission may approve the holder's request to carry out limited commercial harvesting within the exploratory area provided that -

- (a) the limited commercial activities shall not exceed 5% of the entire exploratory area;
- (b) the limited commercial activities shall be limited to no more than 5% of the annual allowable cut for the entire exploratory area based on the standardized

cutting cycle for all commercial species.

Holder of exploratory
permit to keep records.

5. (1) Every holder of an exploratory permit shall keep at an address in Guyana that is notified to the Commission, full and accurate –

- (a) maps or survey plans or diagrams of the exploratory area;
- (b) records of all data, information, and samples obtained in the course of exploratory operations carried out under the permit; and
- (c) accounts of all trees felled and all forest produce taken or removed from State forests and all fees, charges and levies paid in respect of these.

(2) The holder shall submit to the Commission written reports every four months on or before the 30th day of the fourth month detailing the progress of the exploratory operations carried out under the permit.

(3) As soon as practicable, and not later than two weeks after the expiry or earlier revocation or surrender of an exploratory permit, the holder shall give the Commission -

- (a) copies of all documentation required to be kept under these Regulations;
- (b) all maps, survey plans, diagrams, aerial photographs, or other imagery of the exploratory area kept by or otherwise available to the holder; and
- (c) other documents as the Commission may require, by written notice given to the holder not later than two weeks after the expiry, revocation or surrender as the case may be of that permit.

FOREST CONCESSION AGREEMENTS

Application for forest
concession agreement.

6. An application for a forest concession agreement shall be made to the Commission in a form determined by the Commission and accompanied by the

prescribed fee.

Renewal of forest
concession agreement.

7. (1) An application for the renewal of a concession shall be made to the Commission in a form determined by the Commission and accompanied by the prescribed fee.

(2) In determining the application for renewal, the Commission shall evaluate whether the concession was worked to the satisfaction of the Commission, the applicant has displayed a good history of compliance with all laws relating to forestry; inclusive of Guyana Forestry Commission's guidelines and procedures that have been duly notified, as well as the applicant's ability to sustain a continued operation.

Form and conditions of
forest concession
agreement.
First Schedule.

8. (1) Forest concessions agreements –

- (a) shall be in the forms as set out in Forms B and C of the First Schedule; and
- (b) is subject to the conditions prescribed in those forms and any other conditions specified by the Commission in the actual agreements.

(2) No forest concession agreement may be granted until the prescribed fee is paid, and all outstanding fees, if any have been paid or assured to the Commission.

Demarcation of
boundaries.

9. (1) No concession may be granted or renewed unless -

- (a) the Commission has, through a forest officer or land surveyor –
 - (i) commenced the process of demarcating the boundaries of the concession area on the ground and reproducing these boundaries on a survey plan or diagram; or
 - (ii) has verified that the said boundaries have been previously demarcated and reproduced to the

satisfaction of the Commission and thereafter prepares a new survey plan or diagram after following an inspection of the boundaries to ensure that they are unaltered and properly maintained.

(b) No concession may be granted or renewed unless the applicant has paid or assured to the Commission a fee equivalent to the costs and expenses incurred in carrying out the work specified in subregulation (1).

(2) The applicant shall deposit or assure with the Commission a sum of money, above the minimum cost estimated by the Commission to be sufficient to cover the fee at the time of the application or such other time as the Commission may allow by written notice to the applicant.

(3) If the sum deposited is less than the costs and expenses actually incurred, the applicant shall pay the Commission the difference and if the sum deposited exceeds those costs and expenses, the Commission shall refund the difference.

(5) If the applicant fails to pay the deposit required by sub regulation (3) or any additional amount required by sub regulation (4) within a time specified, by the Commission by written notice to the applicant, shall reject the application and forfeit all moneys paid in connection with that application.

Permission to occupy and use land outside concession area.

10. (1) For the purposes of facilitating forest operations in relation to any concession area, the Commission may grant the concession holder written permission subject to conditions, if any -

- (a) to construct and use outside the concession area but within a State forest any physical infrastructure; and
- (b) occupy any area of land no greater than one hundred hectares, at a convenient point or points outside the holder's concession area but within a State forest for -
 - (i) depositing or storing any forest produce or any other thing;
 - (ii) erecting houses, garages, workshops and

other buildings and installations; or

(iii) cultivating any land to sustain personnel employed in the forest operations.

(2) No permission may be granted over any land that is subject to a concession granted to a person other than the person applying for that permission unless the Commission is satisfied that there is no reasonable alternative to enable the latter to remove forest produce from the latter's concession area.

(3) Subject to subregulation (2), the holder of a concession may apply to the Commission for permission to travel across or over an adjoining concession issued to another person for the purpose of removal of forest produce from the latter's concession.

(4) No permission may be granted unless the Commission is satisfied that there is no other alternative for the said holder of the concession to remove the holder's produce.

Holder of concession to keep records and make reports.

11. (1) Every holder of a concession shall keep at a legitimate address in Guyana notified to the Commission, full and accurate records of the following -

- (a) the gross quantities of all forest produce taken in the concession area;
- (b) the species name, measurements, and unique serial number of every unit of forest produce taken;
- (c) the quantity and description of any forest produce consumed by the holder for the purposes of clearing and constructing camps, depots, stelling, or other physical infrastructure or installations, for fuel or otherwise in connection with working the concession;
- (d) the quantities and descriptions of forest produce disposed of, by sale or otherwise, and the name of the person to whom the forest produce was disposed of; and

First Schedule.

- (e) the reference number of the removal permit under which each unit of forest produce is removed from the concession area.
- (2) The holder shall submit to the Commission the following -
- (a) A report, in a format set out in Form B of the First Schedule, in a matter as prescribed by the commission to be submitted every four months on or before the 30th day of the fourth month, for the previous quarter detailing -
 - (i) progress with operations specified in the approved annual operations plan, identifying any deviations from the plan;
 - (ii) compartments or blocks being worked and the production for the month by species from each compartment or block;
 - (iii) compartments or blocks closed during the month;
 - (iv) a stock-take of all forest produce harvested and its location, including stock held at landings and log yards and details of all produce sold, written off or otherwise disposed of;
 - (a) changes in the complement of staff or the organisation of staff;
 - (b) accidents or injuries sustained by staff during the month; and
- (b) annual operational plan to be submitted on or before the 15th day of November of each calendar year detailing -
- (i) progress with operations specified in the approved forest management plan and annual operations plan, identifying any deviation from either plan;

- (ii) compartments and blocks where pre-harvest or management level inventories were carried out and a summary of inventory results;
- (iii) compartments and blocks worked during the year, total production to date from each compartment, and total production for the year by compartment and species;
- (iv) compartments and blocks closed during the year and those still open at the end of the year;
- (v) a stock-take of all forest produce harvested during the year and its location, including stock held at landings and log yards and details of all forest produce sold, written off or otherwise disposed of, and a balance sheet showing a stock-take at the beginning and the end of the year;
- (vi) for the year, forest inventories and the results of other surveys made or done during the year, planning and development works carried out, production and sales, profit and loss statements and balance sheets;
- (vii) changes in the complement of staff or in the organisation of staff over the past twelve months and information on all positions filled and vacant;
- (viii) training given to staff during the year;
- (ix) accidents or other injuries to staff during the year; and
- (x) equipment purchased during the year to carry out forest operations and equipment

disposed of during the year.

USE PERMITS

- Application for use permit. 12. An application for a use permit shall be made to the Commission in a Form determined by the Commission and accompanied by the prescribed fee.
- Form and conditions of use permit.
First Schedule 13. (1) A use permit –
- (a) shall be in the form as set out in Form D of the First Schedule; and
 - (b) is subject to the conditions prescribed in that form and any other condition specified by the Commission in the actual permit.
- (2) A sample of whatever is taken, filmed and photographed shall be left at the relevant government agency and if no such agency exists or is functioning, then the sample shall be left at the Guyana Forestry Commission.
- (3) No use permit may be granted until the prescribed fee is paid.

COMMUNITY FOREST MANAGEMENT AGREEMENTS

- Application and condition for community forest management agreement. 14. (1) An application for a community forest management agreement shall be made to the Commission in a form determined by the Commission and accompanied by the prescribed fee.
- (2) The application shall include the following information-
- (a) in the case of an applicant that is a Village Council, its address and the names of its Toshao and members;
 - (b) in the case of an applicant that is a registered society, the address of its registered office and the names and addresses of its officers;
 - (c) the area in respect of which the application is made as identified by a map or survey diagram or, in the case of

an area bounded by creeks or other well defined limits or the boundaries of which are otherwise well-marked, a description; and

- (d) the types of activities, in general terms, that the applicant proposes to undertake in that area and the expected time-table for those activities.

(3) All community forests management agreements shall comply with the same requirements for a State forest authorisation small concession with the exception that community forest management agreements are not required to pay security bonds.

RESTRICTIONS ON CUTTING AND TAKING FOREST PRODUCE

Limits on cutting and taking forest produce.
First Schedule

Second Schedule

15. (1) Notwithstanding any condition prescribed in a Form set out in the First Schedule or specified by the Commission in an actual permit or agreement, no State forest authorisation may authorise the cutting or taking of forest produce except –

- (a) forest produce from a species of tree or plant specified in Table A or B of the Second Schedule; or
- (b) the parts or produce of trees or plants specified in Table C of the Second Schedule.

(2) Subject to subregulation (5), no tree or plant of a species listed in Table A of the Second Schedule shall be felled unless its girth measurement, at a point one hundred thirty centimeters from the ground, or in the case of a buttressed tree at a point immediately above the top of the buttress, is greater than the measurement prescribed in Table A of the Second Schedule in relation to that species.

(3) Except to the extent demonstrably necessary to avoid

unmerchantable timber, no tree listed in Table A or B of the Second Schedule shall be felled at a height of more than –

- (a) fifty centimeters from the ground; or
- (b) in the case of a buttressed tree, ten centimetres above the top of the buttress.

(4) No person shall deliberately fell or kill a tree or plant of any species listed in Table C of the Second Schedule in cutting or taking a part or produce specified in that table.

(5) For the purposes of implementing an approved forest management plan, the Commissioner may, in exceptional circumstances, by way of written notice to that person exempt any person operating in the area covered by the plan from the prohibition in subregulation (2), and after publicly notifying that the exemption was granted and Commission's reasons for granting it.

(6) Nothing in this Regulation applies to activities or operations specifically authorised by a Use Permit.

(7) This Regulation is deemed to be a condition of every State forest authorisation.

TRANSFER OF STATE FOREST AUTHORISATIONS

Application for transfer. 16. (1) An application by the holder of a State Forest's Authorisation for the Commission's consent to the transfer of a State Forest's Authorisation for the purposes of section 16 of the Act shall -

- (a) be in writing signed by the holder of the authorisation;
- (b) state the name of the proposed transferee; and
- (c) be accompanied by –
 - (i) a copy of the State forest authorisation concerned;
 - (ii) the prescribed fee for the application for consent; and

(iii) an application signed by the proposed transferee in the form and containing the information required for an application for the grant of a State forest authorisation of the kind proposed to be transferred.

(2) On receiving the application, the Commission shall –

(a) publish a notice of the application once in the *Gazette* and once in each of three consecutive weeks in a daily newspaper in general circulation in Guyana;

(b) obtain and consider any information it considers relevant to making a decision on the application; and

(c) subject to regulations 17 and 18, determine the application as if it were an application for the grant of a State forest authorisation of the kind proposed to be transferred.

(3) In this regulation, -

“proposed transferee” means the person to whom or as the case may be in whose favour the authorisation is proposed to be transferred; and

“transfer” in relation to a State forest authorisation -

(a) means the transfer of the authorisation to another person; and

(b) is deemed to include an act or omission that results or is likely to result in a change in effective control of the holder of the authorisation, in favour of any person.

Opposition to transfer. 17. (1) Any person who opposes an application made under regulation 16 because the person claims a right, title, or interest in the State forest authorisation concerned, or claims to be a creditor for a liquidated sum of the

holder of the Authorisation, may give written notice of the opposition to the Commission within seven days after the last publication of the notice of application under subregulation (2)(a).

(2) The Commission shall not give its consent to the proposed transfer if it receives notice of opposition from any person under subregulation (1), unless-

- (a) that person fails to commence legal proceedings in respect of the claim, or to give notice of those proceedings to the Commission, within seven days after giving the notice of opposition to the Commission; or
- (b) that person's claim is satisfied or dismissed by a court of law; or
- (c) that person gives written notice to the Commission withdrawing the opposition.

(3) A certificate of the Registrar of the Supreme Court or the clerk of the Magistrate's Court, as the case may be, to the effect that the claim has been satisfied or dismissed shall be regarded as sufficient proof of the matter specified in subregulation (2)(b).

Transfer prohibited if Commission owed money.

18. The Commission shall not consent to an application under regulation 16 if the applicant owes the Commission any money under the Act or these Regulations.

REGISTER OF STATE FOREST AUTHORISATIONS

Commission to keep register of State forest authorisations.

19. The Commission shall keep a register recording –
- (a) the name and address of each person to whom a State forest authorisation is granted;
 - (b) the area in respect of which the authorisation is granted as identified by a map or survey diagram or, in the case of an area bounded by creeks or other well defined

- limits or the boundaries of which are otherwise well-marked, a description;
- (c) the name and address of each person to whom the State forest authorisation is transferred;
 - (d) where the holder of a State forest authorisation is a body corporate, the name, address of any person having control of that body corporate; as well as the names and addresses of all directors;
 - (e) any legal or equitable interests in or affecting the State forest authorisation;
 - (f) A copy of the State forest authorisation, forest management plan and annual operating plan.

PART III

FOREST CONSERVATION

Management plans for specially protected areas.

No. 14 of 2011

20. (1) As soon as practicable after the Environmental Protection Agency declares an area of State forest to be a specially protected area under section 23 of the Act, the Commissioner shall, first consult with the Protected Areas Commission established under section 7 of the Protected Areas Act and the Environmental Protection Agency, before preparing a management plan.

(2) In preparing a management plan, the Commissioner shall consult with the relevant governmental agencies and non-governmental organisations that have an interest in the designated area, including -

- (a) any District Council or Village Council in the area concerned; and
 - (b) where appropriate the governmental agencies responsible for land management, environmental protection, mining, water resources, wildlife, fisheries, energy, tourism and Indigenous Peoples' affairs.
- (3) Every management plan shall provide for the effective

protection and rational management of the area by or under the oversight of the Commission, having regard to the reasons for which the area was protected under section 23 of the Act.

- (4) The Commissioner shall -
 - (a) implement any management plan approved by the Commission;
 - (b) keep the plan under continuous review; and
 - (c) where necessary, submit to the Commission for its approval any proposals for changes to the plan.

Management programme for protected species.

21. (1) As soon as practicable after the Minister declares a species of tree or plant to be a protected tree or protected plant under section 30 of the Act, the Commissioner shall prepare a management programme for that species for the approval of the Commission.

(2) In preparing a management programme, the Commissioner shall consult with governmental agencies and non-governmental organisations that may have an interest in the protected species, including where appropriate the governmental agencies responsible for environmental protection, wildlife, and fisheries.

(3) A management programme shall provide for the effective protection and rational management of the species by or under the oversight of the Commission, having regard to the reasons for which the species was protected under the Act.

- (4) The Commissioner shall -
 - (a) implement any management programme approved by the Commission;
 - (b) keep the programme under continuous review; and
 - (c) where necessary, submit to the Commission for its approval any proposals for changes to the programme.

Fire protection plans.

22. (1) As soon as practicable and not later than six months after the

Commission declares an area of land to be a fire protection area under section 25 of the Act, the Commissioner shall, in consultation with the National Fire Service, prepare a fire protection plan of the area for the approval of the Commission.

- (2) A fire protection plan -
 - (a) shall specify measures that are necessary for the prevention of forest fires or bush fires and for extinguishing such fires;
 - (b) shall specify time limits for the completion or implementation of such measures; and
 - (c) without limiting the generality of subregulation 2(a), may include provision for all or any of the following –
 - (i) the building of fire lines, roads, bridges, fire towers or lookouts;
 - (ii) telecommunications systems;
 - (iii) the supply of vehicles and equipment for firefighting, transport, and communications;
 - (iv) the provision of personnel to operate the machines, fight fires and staff the fire towers and lookouts during specified periods of time.

- (3) The Commission shall publicise the fire protection plan, by -
 - (a) publishing the plan once per week for three consecutive weeks in a daily newspaper in general circulation throughout Guyana; and
 - (b) giving a copy of the plan to –
 - (i) the holder of any State forest authorisation in force within the fire protection area;
 - (ii) the owner of any private land or Community land within the fire protection area; and
 - (iii) the lessee of any public land within the fire

protection area.

(4) No later than sixty days following the last notice of the plan to be published or given as the case may be under subregulation (3), any person who has an interest in the land or any forest produce in the fire protection area may appeal in writing to the Minister to vary or revoke any or all of the prescriptions in that plan that relate to the land or forest produce in which the person has an interest.

(5) An appeal against a prescription of the plan acts as a stay on the prescription until the appeal is determined and the Minister's decision notified in the same manner as the plan was notified under subregulation (3).

(6) The Minister's decision on the appeal is final.

(7) The following person shall carry out at the person's own expense the prescriptions of the fire protection plan -

- (a) in respect of any public land that is subject to a State forest authorisation, the holder of the State forest authorisation;
- (b) in respect of any public land that is for the time being leased, the lessee of that land;
- (c) in respect of any public land that is neither leased nor subject to a State forest authorisation, the Commission; and
- (d) in respect of any private land or Community land, the owner of the land.

(8) If a person specified in any of subregulation (7) (a) to (c) fails to carry out a prescription in the fire protection plan applicable to the relevant land within the time specified in the plan, the Commissioner may enter that land, carry out the prescription, and recover the costs and expenses of so doing as a civil debt due by the person to the Commission.

(9) In the event of an outbreak of a forest fire or bush fire, whether within or without a fire protection area, a forest officer may, with or without assistants, enter upon any land or direct any person to enter, with or without

assistants, upon any land and there take such measures, including the building of fire lines and the destruction of trees, as the Commissioner or the person so directed, as the case may be, considers necessary for fighting such outbreak of fire.

PART IV CONVEYANCE OF FOREST PRODUCE

Form and conditions of
removal permit.
Third Schedule

23. (1) A removal permit for forest produce from—
- (a) any State forest or public land shall be in the form as set out in Form A of the Third Schedule;
 - (b) any Community land or private land shall be in the form as set out in Form B of the Third Schedule; and
 - (c) any entry point into Guyana shall be in the form as set out in Form C of the Third Schedule.

(2) Every removal permit is subject to the conditions prescribed in the applicable form and any other condition specified by the Commission in the actual permit.

Removal permit to be
endorsed.

24. (1) Upon removal of any forest produce from any State forest, public land, community land, private land, or entry point into Guyana, the person in charge of that forest produce shall as soon as possible produce the removal permit for inspection —
- (a) at the designated forests station or office of the Commission; or
 - (b) where no such forests station or office is designated, the forests station or office of the Commission nearest to the

point of origin within Guyana or point of entry into Guyana of that forest produce.

(2) An officer on duty at a forest station or office of the Commission shall endorse the permit including entering on it the date and place of inspection if satisfied -

- (a) that the forest produce has been lawfully obtained within Guyana, or, in the case of imported forest produce, lawfully obtained in and exported from its country of origin; and
- (b) that the particulars on the permit are correctly entered.

Delivery of forest produce.

25. (1) No person other than the holder of a forest produce dealer's licence shall accept delivery of any forest produce that has been removed or conveyed under a removal permit.

(2) Notwithstanding subregulation (1), a person may accept the delivery of forests produce, provided that the purpose of collection does not contravene any licensing or permitting regime of the Act.

Sale or purchase of forest produce.

26. No person shall sell or purchase any forest produce removed or conveyed under any removal permit unless the permit has been endorsed in accordance with regulation 24.

Surrender of removal permit.

27. (1) The person in charge of any forest produce that has been removed or conveyed under a removal permit shall surrender the removal permit to a forest officer or forest station within twenty-four hours of delivery, or at a later time, provided there is adequate justification of that forest produce to the destination specified in that permit.

(2) The forest officer shall promptly verify that the particulars on the permit are correct.

PART V

**PRIMARY CONVERSION, RESALE, AND EXPORT OF FOREST
PRODUCE**

PRIMARY CONVERSION OF FOREST PRODUCE

Permit to build or alter
primary conversion
plant.

28. (1) An application for a permit to build, relocate, extend, or alter a primary conversion plant shall be made to the Commission in a form determined by the Commission and shall include details of -

- (a) the proposed site of the plant;
- (b) the type of machinery or equipment to be operated in the plant;
- (c) the proposed layout of the plant;
- (d) the proposed sources of supply and the volumes of forest produce to be used as raw material;
- (e) the financial resources, technical competence, and experience of the applicant in relation to the proposed operations; and
- (f) the proposed output of the plant.

(2) In determining the application, the Commission shall have regard to -

- (a) the suitability of the proposed site;
- (b) the suitability of the proposed layout;
- (c) the suitability and general mechanical or electrical condition of the machinery or equipment to be operated, having regard to the type of forest produce to be processed and to the minimisation of waste in the conversion of logs and the processing of other forest produce;
- (d) the financial resources, technical competence, and experience of the applicant in relation to the proposed operations;

- (e) the adequacy of the supply of forest produce, having regard to the requirements of other primary conversion plants in the area;
- (f) the possible markets for the output of the plant, including the possibility of the output being used solely for the personal use of the applicant or for the purposes of trade within Guyana; and
- (g) any other factors considered relevant by the Commission.

Application for annual operating licence.

29. (1) An application for the grant or renewal of an annual operating licence to operate a primary conversion plant shall be in a form determined by the Commission and shall include -

- (a) the type and location of the plant;
- (b) the reference number of any permit to build, relocate, extend, or alter the plant;
- (c) a copy of any previous licence to operate the plant whether granted under the Act or the former Act;
- (d) where the plant has previously been licensed, its environmental and occupational safety and health record; and
- (e) any other information requested in writing by the Commission.

(2) The Commission shall issue or as the case may require renew an annual operating licence for a primary conversion plant if satisfied that -

- (a) the plant has been built, relocated, extended, or altered in accordance with –
 - (i) a permit granted under the Act; or
 - (ii) a primary conversion plant licence granted under the former Act and continued in force by section 39 of the Act;

- (b) the applicant holds either –
 - (i) an annual operating licence; or
 - (ii) a primary conversion plant licence issued under the former Act and continued in force by section 39 of the Act; and
 - (c) the applicant has been and is operating the primary conversion plant in accordance with the terms and conditions of any applicable licence specified in subregulation (b).
- (3) On the application of the holder, the Commission may renew the operating licence for a further year:

Provided that the plant still conforms with the conditions and specifications referred to in paragraph (2) and that the plant is otherwise being operated in accordance with the laws of Guyana.

Form and conditions of
annual operating
licence.
Fourth Schedule

30. An annual operating licence –

- (a) shall be in the form as set out in Form A of the Fourth Schedule;
- (b) is subject to the conditions prescribed in that Form and any other condition specified by the Commission in the actual licence; and
- (c) expires at the end of the calendar year in which it is issued.

Holder of annual
operating licence to
keep records and make
returns.

31. Every person who holds an annual operating licence in respect of a primary conversion plant shall -

- (a) keep at the plant a book or database in which a daily record in a form determined by the Commission is made of -
 - (i) the species, measurements, and quantity of

- forest produce received at the plant and the reference numbers of any removal permits under which such forest produce was conveyed to the plant;
- (ii) the volume and species of every log sawn or other forest produce processed and the quantity of lumber or other processed product produced at the plant;
 - (iii) sales of lumber or other processed products, including the persons to whom the products are sold; and
 - (iv) the number and types of industrial accidents, including injuries to employees; and
- (b) submit personally or by registered post on or before the fifteenth day of each month to the Commission a return of the information specified in **paragraph (a)** for the preceding calendar month in a form determined by the Commission.

RESALE, IMPORT AND EXPORT OF FOREST PRODUCE

Applications for forest produce dealer's licence.

32. An application for a forest produce dealer's licence shall be made to the Commission in a form and with particulars determined by the Commission accompanied by the prescribed fee.

Form and conditions of forest produce dealer's licence.
Fourth schedule

33. A forest produce dealer's licence –

- (a) shall be in the form as set out in Form B of the Fourth Schedule;
- (b) is subject to the conditions prescribed in that form and

any other condition specified by the Commission in the actual licence; and

- (c) expires at the end of the calendar year in which it is issued.

Holder of forest produce dealer's licence to keep records and make returns.

34. (1) Every person who holds a forest produce dealer's licence shall keep at the holder's usual place of business a copy of the licence issued by the Commission and that licence shall be displayed at a point within the place of business where it can be easily seen.

(2) Every person who holds a forest produce dealer's licence shall keep at the holder's usual place of business a book or database in which a daily record is made, in a form determined by the Commission, of -

- (a) each purchase of forest produce that originates in Guyana, including -
- (i) the name and address of the seller;
 - (ii) the species, measurements and quantity of the forest produce purchased;
 - (iii) the names and addresses of the persons from whom such forest produce was received; and
 - (iv) the reference numbers of any removal permits under which such forest produce was removed or conveyed; and
- (b) each sale of forest produce produced in Guyana, including in the case of export sales -
- (i) the name and address of the purchaser;
 - (ii) the species, measurements and quantity of the forest products exported;
 - (iii) the value of the forest produce exported;
 - (iv) the reference numbers of any export

certificate under which the forest produce was exported.

Exporter to notify
Commission of forest
produce exportation.

35. Any person who exports from Guyana any forest produce shall deliver to the Commission a certified copy of the bill of lading and the invoice of sale in respect of the forest produce exported within three working days of the departure of the vessel or other means of transportation by which the forest produce is exported.

Import of forests
produce

36. (1) Any person desirous of importing forests produce into Guyana shall apply to the Minister for authorisation to do so.

(2) An authorisation to import forests produce shall be in a form determined by the Minister after consultation with the Commission.

(3) No permission to import forest produce shall be granted unless the holder satisfies the Minister that he has undertaken a due diligence on the producer and forest produce to be imported and the requisite fee has been paid to the Commission.

PART VI
FEES, CHARGES AND LEVIES

Commission may
publicly notify the fees.
Seventh Schedule

37. The Commission may publicly notify the fees in the Seventh Schedule in at least one daily newspaper in general circulation in Guyana.

Annual management
fees.

Seventh Schedule

38. (1) The annual management fees for the calendar year in respect of exploratory permits, concessions and use permits shall be due and payable in advance at the beginning of each quarter and shall be determined using the formula as set out in the Seventh Schedule fixed -

- (a) at levels estimated to be sufficient to enable the full recovery of the costs to the Commission of actively

managing the total area under each type of State forest authorisation during that calendar year;

- (b) on the basis of area of land; and
- (c) taking into account the relative costs to the Commission of managing areas under each type of State forest authorisation.

(2) The annual management fee payable in respect of any exploratory permit shall be determined using the formula as set out in the Seventh Schedule on the basis of the size of its exploratory area.

(3) The annual management fee payable in respect of any concession shall be determined using the formula as set out in the Seventh Schedule on the basis of -

- (a) the size of the production area as defined in the forest management plan approved by the Commission for the concession; or
- (b) where no such plan has been approved, the entire concession area.

(4) Every holder of an exploratory permit, a concession or a use permit shall pay to the Commission in accordance with regulations 47 to 49 the annual management fee applicable to the permit or concession less any discount granted under regulation 39.

Discounts on annual management fees.

39. For the purpose of rewarding voluntary implementation of good sustainable forest management practices, the Commission may by notice in writing grant the holder of any exploratory permit, concession, or use permit a discount on the annual management fee payable in respect of the permit or concession.

Scheduled charges on volume of forest produce.

40. The holder of each State forest authorisation shall pay to the Commission in accordance with regulations 47 to 49 charges at the rate

Fifth Schedule. specified in the Fifth Schedule on the volume of forest produce taken under the authorisation.

Levies on forest produce removed or exported.

41. (1) For the purpose of encouraging sustainable forest management, the Minister may at any time before the start of a calendar year make an order fixing a levy payable for the calendar year on the volume of forest produce –

- (a) removed from State forests under a removal permit; or
- (b) exported from Guyana.

(2) The levy fixed under subregulation (1) (a) shall be paid to the Commission in accordance with regulations 47 to 49 by the holder of the removal permit.

(3) The levy fixed under subregulation (1) (b) shall be paid to the Commission in accordance with regulations 47 to 49, by the person who exports or intends to export the forest produce from Guyana.

(4) No order may be made under this regulation except on the recommendation of the Commission.

*MEASUREMENT OF FOREST PRODUCE AND CALCULATION OF
CHARGES AND LEVIES*

Measurement and marking of forest produce.

42. (1) Before removing any forest produce from the site at which it is harvested, the holder of a State forest authorisation shall, for the purpose of calculating any volume-based charge payable on the forest produce –

- (a) mark each unit of the forest produce such as a log with a code assigned by the Commission to identify that holder;
- (b) mark the unique serial number of that unit of forest produce –
 - (i) next to the holder's code on that unit of forest produce; and

- (ii) in the case of timber, on the stump of the tree felled and on any branch wood to be used commercially;
- (c) measure the unit of forest produce in accordance with these Regulations and any direction issued by the Commission; and
- (d) make a record of the particulars of that unit of forest produce in a form determined by the Commission.

(2) Any forest officer who inspects a unit of forest produce to determine compliance with this regulation shall on completion of the inspection mark that forest produce with a hammer mark or label in a manner determined by the Commission.

(3) Except with the written permission of a forest officer, no person shall remove any forest produce that has not been marked in accordance with subregulation (1)(a) and (b) from any State forest or any premises.

Measurement of log volumes.

43. For the purposes of assessing any applicable volume-based charge -

- (a) the volume of a round log shall be measured by multiplying the length of the log by the average of the sectional areas at both ends of the log, measured under the bark;
- (b) the volume of a cant or square log whether fully squared or rough hewn shall be calculated by multiplying the length by the sectional area of the log, calculated by measuring the sides with a rule or calipers at a point equidistant from the two ends of the log; and
- (c) any parts of a log that are clearly unmerchantable by reason of any apparent defect shall not be taken into account.

Sawing restrictions.

44. Except in accordance with a permission given by the Commission,

no person shall –

- (a) saw any log that has not been marked in accordance with regulation 42(1) (a) and (b) ; or
- (b) place any such log on the carriage or platform of any sawmill.

Method and appliances
for measurement.

45. (1) In assessing any applicable volume-based charge, no holder of a State forest authorisation shall measure or weigh any non-timber forest produce taken under the authorisation other than by a method -

- (a) customarily used by the holder; and
- (b) approved by the Commission by notice published in the *Gazette*.

(2) No holder shall make an alteration in the method or in any appliance used in the method without the Commission's prior written consent.

(3) The Commission may by written notice to the holder direct the holder to present any appliance used in the method to be tested or examined in a time, manner and place and by persons specified in the notice.

(4) The holder shall comply with any direction issued by the Commission under subregulation (3) at the holder's own expense.

(5) If upon any test or examination the appliance is found to be false or inaccurate, the Commission -

- (a) shall regard the appliance to have existed in that condition during the second half of the period of time since the last occasion on which that appliance was tested or examined; and
- (b) shall accordingly adjust any volume-based charge payable on forest produce measured or weighed with that appliance in respect of the period when the appliance is regarded to have been false or inaccurate.

Display of forest
produce for
measurement.

46. (1) When forest produce is presented to a forest officer for measurement for the purposes of checking the calculation of volume-based charges payable on the forest produce, the forest produce shall be displayed in a manner to permit measurement unit by unit and the person in charge of the forest produce shall at the person's expense provide all necessary labour for preparing and handling the forest produce.

(2) Where a forest officer is unable to measure forest produce due to -

- (a) the manner in which the forest produce is displayed;
- (b) lack of proper facilities for measuring the forest produce; or
- (c) an inadequate supply of labour,

the forest officer may with the written permission of the Commission, assess the volume-based charges payable on that forest produce by means approved by the Commission, and the amounts so assessed shall be the volume-based charges payable under the Act and these Regulations.

COLLECTION OF FEES, CHARGES AND LEVIES

Collection under
exploratory permits.

47. (1) Every holder of an exploratory permit shall pay the total of annual acreage, management fees or any other similar charge instituted by the Commission whichever is in force and payable for each calendar year, in respect of the permit before the end of February of that year.

(2) Any volume-based charges payable on forest produce taken in or removed from an exploratory area for the purposes of scientific research shall be paid in arrears before the end of each calendar year, on the basis of the actual figures for forest produce taken or removed during that year.

Collection under forest
concession agreements.

48. (1) Before the start of each calendar year, the Commission may -

- (a) estimate the total sum payable for annual management fees, volume charges, and levies for the calendar year in respect of each concession; and

(b) give the holder of the agreement written notice of the estimate and the time-table for payment by advance installments of not less than two-thirds of that sum throughout that calendar year.

(2) The holder shall pay the installments according to the time-table unless otherwise agreed in writing with the Commission.

(3) If the total of the installments paid by the holder throughout the calendar year is less than the actual total sum payable for annual management fees, volume charges, and levies as calculated by the Commission on the basis of the actual production figures for that calendar year, the holder shall pay to the Commission the difference within one month of the end of that year but if the installments paid exceed the actual total sum payable, the Commission shall refund the difference to the holder within the same period of time.

Collection under use permits.

49. Where any forest produce is taken under a use permit, the Commissioner may waive any volume charges that would ordinarily be payable by publicly notifying that the waiver was granted and the Commission's reasons for granting it.

Evasion of payment of forest charges.

50. No person shall evade or attempt to evade the payment on any forest produce of the correct volume-based charges under these Regulations.

PART VII MISCELLANEOUS

Offences and penalties.

51. (1) A person commits an offence who contravenes or fails to comply with any of the following -

- (a) regulation 5 (holder of exploratory permits to keep records);
- (b) regulation 11 (holder of concession to keep records and

- make reports);
- (c) regulation 15(3) (limit on cutting and taking forest produce);
 - (d) regulation 22 (fire protection plans);
 - (e) regulation 24(1) (removal permit to be endorsed);
 - (f) regulation 25 (delivery of forest produce);
 - (g) regulation 26 (sale or purchase of forest produce);
 - (h) regulation 27(1) (surrender of removal permit);
 - (i) regulation 31 (holder of annual operating licence to keep records and make returns);
 - (j) regulation 34 (holder of forest produce dealer's licence to keep records and make returns);
 - (k) regulation 35 (exporter to notify Commission of forest produce exportation);
 - (l) regulation 38(5) (annual management fees);
 - (m) regulation 40 (scheduled charges on volume of forest produce);
 - (n) regulation 41(2) or (3) (levies on forest produce removed or exported);
 - (o) regulation 42(1) or (3) (measurement and marking of forest produce);
 - (p) regulation 44 (sawing restrictions);
 - (q) regulation 45(1) or (2) (method and appliances for measurement);
 - (r) regulation 46(1) (display of forest produce for measurement);
 - (s) regulation 50 (evasion of payment of forest charges).

(2) A person who commits an offence under subregulation (1) is liable on summary conviction to the penalties for a Class II offence in the First Schedule to the Act.

(3) In pursuance of section 81(2) of the Act, the court may, on summary

conviction of a person who commits an offence under subregulation (1)(c), in addition to the penalties referred to in subregulation (2), order the person to pay to the Commission, in respect of any merchantable timber wasted, that is, not taken as a result of that offence, a sum of money equivalent to ten times the volume-based charges that would have applied to that timber had it been taken and removed from the State forest.

(4) In contemplation of or during prosecution by the State or the Commission for a breach of the Act and Regulations, the Commission, in order to ensure irreparable damage is not caused to State Forests and accordance with section 18 of the Act, may cause all activities related with the said breach to be suspended.

Form for compounding
offence.
Sixth Schedule

52. Pursuant to section 71 of the Act, the Commission may compound certain suspected offences, as specified by section 71(2), in the form as set out in the Sixth Schedule.

Fees payable.
Seventh Schedule

53. The fees payable to the Commission under these regulations are set out in the Seventh Schedule and shall be paid in the Guyanese dollar equivalents.

Application to permits,
etc. under former Act.

54. These Regulations apply with all necessary modifications to any exploratory permit, State forest permission, wood cutting lease, timber sales agreement, or other permission, licence or authority granted under the former Act and continued in force by section 86 of the Act.

Regulations to prevail
over Timber Marketing
Regulations.

55. If there is any inconsistency between these Regulations and the Timber Marketing Regulations to the extent saved by section 85 of the Act, these Regulations shall prevail.

Revocation of former
Regulations.

56. The former Regulations to the extent saved by section 85 of the Act are revoked.

FIRST SCHEDULE**State Forest Authorisations****Form A**

(reg. 4(1))

EXPLORATORY PERMIT

SFEP No: _____

THE GUYANA FORESTRY COMMISSION (GFC) GRANTS PERMISSION to [name] of [address] (“the Holder”) under **section 9** of the Forests Act 2009 to carry out exploratory operations within the exploratory area described in the Schedule to this permit, and to occupy that area to the extent necessary to carry out these operations, subject to the following conditions:

1. This permit expires three years from the date of its grant, unless sooner revoked or surrendered.
2. This permit conveys no right other than –
 - (a) the right to carry out exploratory operations in accordance with Application No. _____ (“the Application”) received by the Commission on the _____ day of _____ 20__ subject to payment of any applicable fees, charges, and levies; and
 - (b) the right to occupy the exploratory area to the extent necessary to carry out these operations.
3. The Holder shall carry out all exploratory operations in accordance with –
 - (a) internationally accepted standards and practices for such operations; and
 - (b) the *Code of Practice for Forest Operations*.
4. The Holder may for good cause amend the details of the programme of work and expenditure set out in the Application if -
 - (a) the prior written consent of the Commissioner is obtained; and
 - (b) the amendment does not in effect reduce the minimum requirements of the overall programme of work and expenditure.
5. The Holder shall not, except with the prior written consent of the Commissioner -
 - (a) fell any tree;
 - (b) take or remove any forest produce;
 - (c) construct any roadway, cart path, bridge, building, or other installation or permanent structure.
6. On application, the Commissioner shall grant the Holder consent to fell and remove a specified volume of timber or to take and remove a specified quantity of other forest produce for the purposes of research and investigation, including the investigation of markets for the timber or other forest produce, if the Commissioner is satisfied that the Holder has carried out an adequate study of

existing information related to the proposed research and investigation and has shown that further research and investigation is necessary.

7. The rights granted by this permit are not exclusive and the Commission reserves the right to allow more than one holder of an exploratory permit to occupy the same area.

8. The Holder's exercise of the rights granted by this permit shall not interfere with or hinder the lawful operations of any other person within or outside the exploratory area.

9. The Holder may not transfer this permit without the prior written consent of the Commission. If the Holder is a body corporate, and there is any change in control of the Holder, the Commission reserves the right to revoke this permit or re-negotiate its terms.

10. The Holder or the Holder's agent shall keep this permit in the exploratory area whilst carrying out the exploratory operations and shall on demand produce this permit to any forest officer.

11. Notwithstanding the grant of this permit, the Commission is not obliged to grant the Holder a forest concession agreement or any other State forest authorisation in respect of the exploratory area or any other area.

12. The bond of _____ entered into by the Holder as a precondition for the issue of this permit will be released by the Commission upon expiry, surrender, or revocation of this permit, if the Commission is satisfied that the Holder has -

- (a) settled any claim or satisfied any judgment for compensation, damages, or costs made by or awarded to its servants or agents, any Amerindian, any District Council, any Village Council, or any other person; and
- (b) paid all fees, charges, levies, fines, and other penalties due and payable by the Holder under the Forests Act 2009 or Forests Regulations 2009; and
- (c) made restitution for any damage to the environment to the satisfaction of the Commission.

13. This permit may be suspended or revoked at any time in accordance with the Forests Act 2009. This permit is subject to the provisions of the Forests Act 2009 and the Forests Regulations 2009.

[Additional conditions (if any) imposed by the Commission]

Granted this ____ day of _____ 20 ____

[Signed]

Commissioner of Forests
for and on behalf of the **Guyana Forestry Commission**

[affix seal of the Guyana Forestry Commission]

SCHEDULE
EXPLORATORY AREA

The area of State Forests shown on the survey diagram annexed to this schedule, more particularly described as falling within the following boundaries:

_____ and having an estimated area of

_____.

Annex

[attach survey diagram of the exploratory area]

Form B

(reg. 8(1))

FOREST CONCESSION AGREEMENT (Large Concessions)

SFCA No: _____

GUYANA
COUNTY OF _____

Agreement made on the day of 20.....,

under **section 6 of the Forests Act 2009****BETWEEN**

The Guyana Forestry Commission (“the Commission”)

AND

..... of (“the Holder”).

(jointly referred to as “the Parties”)

BACKGROUND

- A. The Holder has applied to the Commission under the Forests Act 2009 (“the Act”) and the Forests Regulations 2009 (“the Regulations”) for the grant of a forestry concession agreement in respect of an area of State forest.
- B. The Commission has decided to grant a forest concession agreement to the Holder.
- C. The Holder has prepared an investment plan for the harvesting and utilization of forest produce within that area of State forest and has carried out an Environmental Impact Assessment of that project which has been approved under and in accordance with the Environmental Protection Act, Cap 20:05.
- D. The Holder has paid all fees required in connection with the application and the granting of this agreement.
- E. **THE COMMISSION GRANTS** to the Holder exclusive rights for the harvesting of forest produce for a period of years from the date of this Agreement to occupy the area shown on the diagram annexed to this Agreement and more particularly described in the First Schedule (“concession area”) having an estimated area of, for the purpose of

cutting and taking the forest produce specified in the Second Schedule (hereinafter called "the specified forest produce"), subject to compliance with the Act and the Regulations and the following conditions:

CONDITIONS OF THIS AGREEMENT

- | | |
|--|--|
| Delimitation and control of the concession area | <p>1.1 The Holder shall clear, open and maintain all boundaries of the concession area to the satisfaction of the Commission. In the event of doubt or disagreement arising as to the exact position of any of the boundaries of the concession area, the decision of the Commissioner shall be final.</p> <p>1.2 The Holder shall place and maintain at the corners of the area, at the main access points and in such other places as the Commissioner may direct permanent weather-proof and insect-proof notice boards on which shall be painted or otherwise denoted in legible letters and figures the name of the Holder and the reference number of this Agreement.</p> <p>1.3 The Holder is responsible for patrolling the boundaries of the concession area and reporting any illegal activity to the Commission.</p> |
| Derogations from the concession area | <p>2. The Commission may at any time reserve for silvicultural, environmental or other purposes, any land within the boundaries of the concession area as the Commissioner considers to be more suited for purposes other than the harvesting of forest produce. The Commission shall serve on the Holder three month's notice in writing of the intention so to do and may, at the discretion of the Commissioner, reduce the amount of area management fees payable.</p> |
| Rights granted | <p>3.1 The Holder may carry out the forest operations as specified in the Forest Management Plan approved by the Commission to harvest and remove the specified forest produce from the concession area, on payment of the prescribed charges and levies, and may do such things as can reasonably be regarded as necessary for this purpose, but shall have no other rights arising from this agreement.</p> <p>3.2 The Holder may cut and use within the concession area such timber as may be required for the construction of stelling, ramps, roads, bridges, buildings and tramways, or as firewood, or for such other purposes as may be necessary for carrying out the approved forest operations, subject to payment of the prescribed charges and levies payable on the timber; but the Holder shall not be liable for charges and levies on any logging residues, including unmerchantable timber used for such purposes.</p> |
| Rights not granted | <p>4.1 The Commission reserves to itself and to all persons acting with its permission and authority right of way and right of access to all parts of the</p> |

concession area, including the right to transport any forest produce or other material across the said area. The Commission may authorise other persons to use such rights of way either conditionally or unconditionally on such persons contributing towards the costs of construction and maintenance of the roads, bridges and other communications in the concession area. The Holder shall not hinder or otherwise interfere with the unrestricted right of way or roads or the navigation of creeks or rivers used in connection with the working of the concession. Where the Holder uses a road, creek or river jointly with others, the Holder agrees to accept the decision of the Commission as to the proportion that each party shall be required to develop and maintain.

4.2 The Commission reserves the right to issue any State forest authorization, other than a forest concession agreement) for the harvesting and removal of forest produce not granted to the Holder, as long as the operations under the authorisation do not interfere with those of the Holder. The Commission shall inform the Holder when any such authorisation is granted.

4.3 Unless prior approval is granted by the Village Council, the Holder shall neither occupy, nor harvest any forest produce from, any land within the concession area for which legal title has been granted to an Amerindian community and the Holder shall not interfere with the exercise of the legal and customary rights of the Amerindians in accordance with the Amerindian Act with respect to the State forests within the concession area.

4.4 The Holder shall neither fish nor hunt in the concession area other than in accordance with the laws governing fisheries and wildlife and with the required licences or permits, if any. For the avoidance of doubt, the Holder enjoys no special dispensation from any regulatory requirements in respect of fishing or hunting for subsistence purposes.

Forest Operations

5.1 No forest operations may be carried out in the concession area except in accordance with –

- (a) a Forest Management Plan approved from time to time by the Commission (subject to departures in accordance with **clause 5.7**);
- (b) an Annual Operations Plan; and
- (c) the *Code of Practice for Forest Operations* adopted by the Minister and notified under **section 35 of the Act**, as amended from time to time (“*Code of Practice*”);

5.2 No later than six months from the date of this Agreement, the Holder shall submit for the approval of the Commission a draft Forest Management Plan prepared in accordance with the *relevant GFC guidelines*.

5.3 The Commission may approve the Forest Management Plan without amendments or may require the Holder to incorporate in the plan such amendments as the Commission may specify in writing.

5.4 A Forest Management Plan—

- (a) shall be based upon the principles of sustainable forest management;
- (b) shall provide for the systematic harvesting of the specified forest produce within the concession area in blocks to be determined by the Holder in consultation with the Commission, in accordance with sound forestry practices; and
- (c) shall specify a maximum annual harvest of the specified forest produce based on conservative estimates of the time period of one felling cycle and the productive volume of commercial species that can be harvested having due regard to the principles of sustained yield management.

5.5 If the Holder has duly submitted a draft Forest Management Plan and the Commission has taken no action within three months from the date of its submission, the Commission shall be deemed to have approved the plan.

5.6 An approved Forest Management Plan remains in force for approximately five years and shall be jointly revised by the Parties every five years or more frequently by agreement between the Parties. **Clauses 5.3 to 5.5** apply with all necessary modifications to any draft amendment to the plan submitted by the Holder to the Commission. Any amendment approved by the Commission shall be regarded as part of the approved Forest Management Plan.

5.7 An approved Forest Management Plan forms part of this Agreement and binds the Holder but the Holder may at any time depart from the provisions of the plan with the prior written consent of the Commission.

5.8 Before the start of each calendar year, the Holder shall submit to the **Commissioner** an Annual Operations Plan for the year that is consistent with the approved Forest Management Plan, the Code of Practice for Forest Operations and other relevant GFC guidelines. If the **Commissioner** believes that an Annual Operations Plan submitted is inconsistent with the Forest Management Plan, the Code of Practice for Forest Operations or the relevant GFC guidelines, the **Commissioner** may no later than one month from the date that the Annual Operations Plan was submitted require the Holder to revise the Annual Operations Plan and may suspend all forest operations pending its revision to the satisfaction of the **Commissioner**.

5.9 The Holder shall submit the first Annual Operations Plan to the **Commissioner** within one year of the date of this Agreement.

5.10 Subject to **clause 5.1**, the Holder shall commence forest operations in the concession area within one year of the date of this Agreement.

5.11 Once forest operations have been completed and no later than one year after the completion of harvesting, the Holder shall provide for the closing of access to any completed blocks and for the protection of closed blocks against fire, theft, or other disturbance.

**Marking and
measurement of
forest produce**

6.1 The Holder shall mark and measure all forest produce harvested in accordance with the provisions of the Regulations and standards and procedures determined by the Commission. The place where forest produce is to be measured shall be identified and fixed by the Commission from time to time, after consultation with the Holder. No forest produce shall be removed from the place of measurement, used, converted or otherwise disposed of until it has been marked and measured.

6.2 The Holder shall keep true and complete records of all forest produce harvested or removed from the concession area. The Holder is responsible for ensuring that such records are accurate and that all charges and levies payable on all forest produce harvested are paid in full. Any omission in this respect, whether deliberate or arising through mistake or negligence, shall be regarded as a breach of this Agreement.

6.3 The Holder shall on demand produce records of the measurement of forest produce. The Holder shall submit to the Commission monthly reports in accordance with the Regulations.

Forest protection

7.1 The Holder shall cooperate in all aspects of forest protection with the Commission and other relevant authorities. The Holder shall take all reasonable steps to prevent and shall report illegal acts in the State forests by other persons, including but not limited to illegal logging, the destruction of forests by fire, the clearance of forests for agriculture or grazing, trespassing or squatting, illegal fishing, hunting, or trapping.

7.2 In taking, harvesting, extracting, converting, and transporting forest produce or carrying out any other forest operations, the Holder shall exercise all reasonable care to limit or prevent the degradation of the environment through excessive felling damage, soil erosion, stream pollution, or forest fires. If the Holder's failure to exercise all reasonable care results in such degradation, the Holder -

- (a) shall carry out such remedial or corrective works as the Commission may specify to the satisfaction of the

- Commission; and
- (b) where the Commission considers it appropriate in addition to or instead of the works specified in **paragraph (a)**, pay to the Commission the estimated costs and expenses of carrying out any works that the Commission considers necessary to fully remedy or correct the degradation; and
 - (c) shall not continue any forest operations until the Holder meets the obligations in **paragraphs (a) and (b)**.

Employees

8.1 The Holder shall not impede the exercise of the right of any employee to be a member of a trade union of their choice and shall comply with all the laws of Guyana governing the employment of employees, including but not limited to the -

- (a) Termination of Employment and Severance Act, Cap 96:01
- (b) Prevention of Discrimination Act, Cap 99:08; and
- (c) Occupational Safety and Health Act, Cap 99:06.

8.2 The Holder shall at all times provide employees with comfortable housing, sanitary, medical, educational, and recreational facilities and safe drinking water.

8.3 The Holder shall give preference to the employment of Amerindians and other persons living in or near the concession area who meet the legal job requirements. Any Amerindian employed by the Holder shall be paid the same wages and enjoy the same benefits as non-Amerindian workers of the same category. The Holder shall honour any obligation to an Amerindian employee.

8.4 In this clause, “employee” has the meaning given to it by section 2 of the Termination of Employment and Severance Act, Cap 96:01.

Social Improvement

9. The Holder shall carry out activities and finance operations for the improvement of the physical and social infrastructure of the community or communities in the concession area and in its vicinity, as agreed on in consultation with the Commission.:

Reporting

10.1 The Holder shall compile and maintain accurate records of the forest operations carried out under this Agreement in accordance with standard business practices and the Regulations.

10.2 The Holder shall provide to the Commission annual reports on all aspects of forest operations carried out under this Agreement in accordance with the Regulations and a template provided by the Commission. Such

reports should be provided by April 30 of the proceeding year.

Control and supervision

11.1 The Holder shall at all times during the term of this Agreement allow the Commission through its accredited agents or employees to monitor the progress of the Holder's forest operations and inspect the concession area and any forest produce harvested within and the production and use records kept by the Holder.

11.2 To facilitate the exercise of the powers conferred by the Act and the Regulations, the Holder shall provide for a reasonable number of the agents and employees of the Commission:

- (a) transportation to and within the concession area;
- (b) suitable on-site accommodation, for a reasonable length of time;
- (c) at least one guide to accompany them on their inspection of the boundaries of the concession area and the Holder's forest operations.

11.3 Whenever the Commissioner considers it necessary to have one or more forest officers resident in the concession area, the Holder shall at the written request of the Commission, construct and maintain, at the expense of the Holder, permanent quarters for the accommodation and use of such forest officers in accordance with specifications set by the Commissioner.

Security bond

12. The Holder shall execute a bond for a sum to be determined by the Commission at the time of approval of the Forest Management Plan for the observance by the Holder of the provisions of the Forests Act and Forest Regulations and the conditions of this Agreement, and shall make arrangements satisfactory to the Commission to replenish that bond from time to time where it, or any part of it, has been forfeited under the Act.

Suspension and revocation

13.1 This Agreement may be suspended or revoked under **section 18 of the Forests Act**.

13.2 The Commissioner shall regard any harvesting of the specified forest produce in excess of the maximum annual maximum harvest specified in the approved Forest Management Plan as grounds for immediate suspension of this Agreement under **section 18(3) of the Forests Act**.

13.3 Nothing in this clause affects or limits any remedies available to the Commission in law or equity in respect of the breach of any provision of this Agreement as a provision in a legally binding contract.

Force majeure

14.1 The Holder shall not be liable for any delays in the performance of the Holder's obligations in this Agreement, or for the temporary suspension of forest operations due to any cause beyond the Holder's control including

forest fire, acts of God, acts of war, riot, civil commotion, strikes, bans or embargoes or other similar acts that could not reasonably have been foreseen.

14.2 Clause 14.1 does not apply unless the Holder gives written notice to the Commission within fourteen days of the occurrence of any such event.

Variation

15. The Parties may from time to time by agreement in writing amend any or all of the conditions of this Agreement.

Interpretation and enforcement

16.1 Unless the context otherwise requires, expressions used in this agreement shall have the meaning given to them in the Act and the Regulations.

16.2 This Agreement –
(a) is a legally binding contract between the Commission and the Holder; and
(b) is governed by the laws of Guyana.

16.3 The Courts of Guyana have full jurisdiction in respect of any matter pertaining to the interpretation or enforcement of this Agreement.

[Additional conditions (if any) imposed by the Commission]

IN WITNESS WHEREOF the Parties have executed this Agreement on the date specified at the beginning of this Agreement:

SIGNED for and on behalf of the)
GUYANA FORESTRY COMMISSION)
by its authorised representative)
in the presence of :)

.....
Signature

WITNESSES

.....
Print name of authorised representative

1. _____

.....
Office Held

2. _____

[affix seal of the Guyana Forestry Commission]

SIGNED for and on behalf of the)
HOLDER, *[name of Holder]*)
by its authorised representative)

in the presence of :)

.....
Signature

WITNESSES

.....
Print name of authorised representative

1. _____

.....
Office Held

2. _____

First Schedule
(*Description of Concession Area*)

Second Schedule
(*Specification of forest produce for which the concession is granted*)

Form C

FOREST CONCESSION AGREEMENT (Small concessions)

(Reg. 8(1))

SFCA No: _____

GUYANA
COUNTY OF _____

Agreement made on the day of 20.....,

under **section 6 of the Forests Act 2009**

BETWEEN

The Guyana Forestry Commission (“the Commission”)

AND

..... of (“the Holder”).

(jointly referred to as “the Parties”)

BACKGROUND

- F. The Holder has applied to the Commission under the Forests Act 2009 (“the Act”) and the Forests Regulations 2018 (“the Regulations”) for the grant of a forestry concession agreement in respect of an area of State forest.
- G. The Commission has decided to grant a forest concession agreement to the Holder.
- H. The Holder has paid all fees required in connection with the application and the granting of this agreement.
- I. **THE COMMISSION GRANTS** to the Holder exclusive rights for the harvesting of forest products for a period of years from the date of this Agreement to occupy the area shown on the diagram annexed to this Agreement and more particularly described in the First Schedule (“concession area”) having an estimated area of, for the purpose of cutting and taking the forest produce specified in the Second Schedule (hereinafter called "the specified forest produce"), subject to compliance with the Act and the Regulations and the following conditions:

CONDITIONS OF THIS AGREEMENT

Delimitation and control of the concession area

1.1 The Holder shall clear, open and maintain all boundaries of the concession area to the satisfaction of the Commission. In the event of doubt or disagreement arising as to the exact position of any of the boundaries of the concession area, the decision of the Commissioner shall be final.

1.2 The Holder shall place and maintain at the corners of the area, at the main access points and in such other places as the Commissioner may direct, permanent weather-proof and insect-proof notice boards on which shall be painted or otherwise denoted in legible letters and figures the name of the Holder and the reference number of this Agreement.

1.3 The Holder is responsible for patrolling the boundaries of the concession area and reporting any illegal activity to the Commission.

Derogations from the concession area

2. The Commission may at any time reserve for silvicultural, environmental or other purposes, any land within the boundaries of the concession area as the Commissioner considers to be more suited for purposes other than the harvesting of forest produce. The Commission shall serve on the Holder three months' notice in writing of the intention so to do and may, at the discretion of the Commissioner, reduce the amount of area management fees payable.

Rights granted

3.1 The Holder may carry out the forest operations approved by the Commission to harvest and remove the specified forest produce from the concession area, on payment of the prescribed charges and levies, and may do such things as can reasonably be regarded as necessary for this purpose, but shall have no other rights arising from this agreement.

3.2 The Holder may cut and use within the concession area such timber as may be required for the construction of stelling, ramps, roads, bridges, buildings and tramways, or as firewood, or for such other purposes as may be necessary for carrying out the approved forest operations, subject to payment of the prescribed charges and levies payable on the timber; but the Holder shall not be liable for charges and levies on any logging residues, including unmerchantable timber used for such purposes.

Rights not granted

4.1 The Commission reserves to itself and to all persons acting with its permission and authority right of way and right of access to all parts of the concession area, including the right to transport any forest produce or other material across the said area. The Commission may authorise other persons to use such rights of way either conditionally or unconditionally on such persons contributing towards the costs of construction and maintenance of the roads, bridges and other communications in the concession area. The Holder shall not hinder or otherwise interfere with the unrestricted right of

way or roads or the navigation of creeks or rivers used in connection with the working of the concession. Where the Holder uses a road, creek or river jointly with others, the Holder agrees to accept the decision of the Commission as to the proportion that each party shall be required to develop and maintain.

4.2 The Commission reserves the right to issue any State forest authorization, (other than a forest concession agreement) for the harvesting and removal of forest produce not granted to the Holder, as long as the operations under the authorisation do not interfere with those of the Holder. The Commission shall inform the Holder when any such authorisation is granted.

4.3 The Holder shall neither occupy, nor harvest any forest produce from, any land within the concession area lawfully occupied by an Amerindian community except through a legal agreement and shall not interfere with the exercise of the legal and customary rights of Amerindians in respect of the State forests within the concession area.

4.4 The Holder shall neither fish nor hunt in the concession area other than in accordance with the laws governing fisheries and wildlife and with the required licences or permits, if any. For the avoidance of doubt, the Holder enjoys no special dispensation from any regulatory requirements in respect of fishing or hunting for subsistence purposes.

**Forest
Operations**

5.1 No forest operations may be carried out in the concession area except in accordance with the *Code of Practice for Forest Operations* adopted by the Minister and notified under **section 35 of the Act**, as amended from time to time (“*Code of Practice*”).

5.2 The Holder shall harvest a quantity of specified forest produce in accordance with the maximum allowable quota determined by the Commission.

**Marking and
measurement of
forest produce**

6.1 The Holder shall mark and measure all forest produce harvested in accordance with the provisions of the Regulations and standards and procedures determined by the Commission. The place where forest produce is to be measured shall be identified and fixed by the Commission from time to time, after consultation with the Holder. No forest produce shall be removed from the place of measurement, used, converted or otherwise disposed of until it has been marked and measured.

6.2 The Holder shall keep true and complete records of all forest produce harvested or removed from the concession area. The Holder is responsible for ensuring that such records are accurate and that all charges and levies payable on all forest produce harvested are paid in full. Any omission in this

respect, whether deliberate or arising through mistake or negligence, shall be regarded as a breach of this Agreement.

6.3 The Holder shall on demand produce records of the measurement of forest produce. The Holder shall submit to the Commission monthly reports in accordance with the Regulations.

Forest protection

7.1 The Holder shall cooperate in all aspects of forest protection with the Commission and other relevant authorities. The Holder shall take all reasonable steps to prevent and shall report illegal acts in the State forests by other persons, including but not limited to illegal logging, the destruction of forests by fire, the clearance of forests for agriculture or grazing, trespassing or squatting, illegal fishing, hunting, or trapping.

7.2 In taking, harvesting, extracting, converting, and transporting forest produce or carrying out any other forest operations, the Holder shall exercise all reasonable care to limit or prevent the degradation of the environment through excessive felling damage, soil erosion, stream pollution, or forest fires. If the Holder's failure to exercise all reasonable care results in such degradation, the Holder -

- (a) shall carry out such remedial or corrective works as the Commission may specify to the satisfaction of the Commission; and
- (b) where the Commission considers it appropriate in addition to or instead of the works specified in **paragraph (a)**, pay to the Commission the estimated costs and expenses of carrying out any works that the Commission considers necessary to fully remedy or correct the degradation; and
- (c) shall not continue any forest operations until the Holder meets the obligations in **paragraphs (a) and (b)**.

Employees

8.1 The Holder shall not impede the exercise of the right of any employee to be a member of a trade union of their choice and shall comply with all the laws of Guyana governing the employment of employees, including but not limited to the -

- (d) Termination of Employment and Severance Act Cap 96:01
- (e) Prevention of Discrimination Act Cap 99:08; and
- (f) Occupational Safety and Health Act Cap 99:06.

8.2 The Holder shall at all times provide employees with comfortable housing, sanitary, medical, educational, and recreational facilities and safe drinking water.

5.2 The Holder shall give preference to the employment of Amerindians and other persons living in or near the concession area who meet the legal requirements for such employment? (see previous agreement for Large Concessions). Any Amerindian employed by the Holder shall be paid the same wages and enjoy the same benefits as non-Amerindian workers of the same category. The Holder shall honour any obligation to an Amerindian employee.

5.3 In this clause, “employee” has the meaning given to it by section 2 of the Termination of Employment and Severance Act, Cap 96:01.

Reporting

9.1 The Holder shall compile and maintain accurate records of the forest operations carried out under this Agreement in accordance with standard business practices and the Regulations.

9.2 The Holder shall provide to the Commission upon request, annual reports on all aspects of forest operations carried out under this Agreement in accordance with the Regulations.

Control and supervision

10.1 The Holder shall at all times during the term of this Agreement allow the Commission through its accredited agents or employees to monitor the progress of the Holder's forest operations and inspect the concession area and any forest produce harvested within and the production and use records kept by the Holder.

10.2 To facilitate the exercise of the powers conferred by the Act and the Regulations, the Holder shall provide for a reasonable number of the agents and employees of the Commission:

- (a) transportation to and within the concession area;
- (b) suitable on-site accommodation, for a reasonable length of time;
- (c) at least one guide to accompany them on their inspection of the boundaries of the concession area and the Holder's forest operations.

10.3 Whenever the Commissioner considers it necessary to have one or more forest officers resident in the concession area, the Holder shall at the written request of the Commission, construct and maintain, at the expense of the Holder, permanent quarters for the accommodation and use of such forest officers in accordance with specifications set by the Commissioner.

Security bond

11. The Holder shall execute a bond for a sum to be determined by the Commission for the observance by the Holder of the provisions of the Forests Act and Forest Regulations and the conditions of this Agreement, and shall make arrangements satisfactory to the Commission to replenish

that bond from time to time where it, or any part of it, has been forfeited under the Act.

Suspension and revocation

12.1 This Agreement may be suspended or revoked under **section 18 of the Forests Act**.

12.2 The Commissioner shall regard any harvesting of the specified forest produce in excess of the allowed quota as grounds for immediate suspension of this Agreement under **section 18(3) of the Forests Act**.

12.3 Nothing in this clause affects or limits any remedies available to the Commission in law or equity in respect of the breach of any provision of this Agreement as a provision in a legally binding contract.

Force majeure

13.1 The Holder shall not be liable for any delays in the performance of the Holder's obligations in this Agreement, or for the temporary suspension of forest operations due to any cause beyond the Holder's control including forest fire, acts of God, acts of war, riot, civil commotion, strikes, bans or embargoes or other similar acts that could not reasonably have been foreseen.

13.2 **Clause 13.1** does not apply unless the Holder gives written notice to the Commission within fourteen days of the occurrence of any such event.

Variation

14. The Parties may from time to time by agreement in writing amend any or all of the conditions of this Agreement.

Interpretation and enforcement

15.1 Unless the context otherwise requires, expressions used in this agreement shall have the meaning given to them in the Act and the Regulations.

15.2 This Agreement –

- (c) is a legally binding contract between the Commission and the Holder; and
- (d) is governed by the laws of Guyana.

15.3 The Courts of Guyana have full jurisdiction in respect of any matter pertaining to the interpretation or enforcement of this Agreement.

[Additional conditions (if any) imposed by the Commission]

IN WITNESS WHEREOF the Parties have executed this Agreement on the date specified at the beginning of this Agreement:

SIGNED for and on behalf of the)

GUYANA FORESTRY COMMISSION)
 by its authorised representative)
 in the presence of :)

.....
 Signature

WITNESSES

.....
 Print name of authorised representative

1. _____

.....
 Office Held

2. _____

[affix seal of the Guyana Forestry Commission]

SIGNED for and on behalf of the)
HOLDER, *[name of Holder]*)
 by its authorised representative)
 in the presence of :)

.....
 Signature

WITNESSES

.....
 Print name of authorised representative

1. _____

.....
 Office Held

2. _____

First Schedule

(Description of Concession Area)

Second Schedule

(Specification of forest produce for which the concession is granted)

Form D

(reg. 13(1))

USE PERMIT

SFUP No: _____

THE GUYANA FORESTRY COMMISSION GRANTS PERMISSION to [name] of [address] ("the Holder") under **section 11 of the Forests Act 2009** to occupy the area described in the Schedule to this permit ("use area") for the following purposes -

_____ -
subject to the following conditions:

1. This permit expires at the close of 31 December 20____ unless sooner revoked or surrendered.
2. This permit does not give the Holder a right of any kind to the land or any forest produce within the use area. The rights granted by this permit are not exclusive and the Commission reserves the right to allow more than one holder of a use permit to occupy the same area.
3. The Holder's exercise of the rights granted by this permit shall not interfere with or hinder the lawful operations of any other person within or outside the use area.
4. The Holder may not transfer this permit without the prior written consent of the Commission. The permit shall not under any circumstances be assigned or sublet to any person on payment to the Holder of any consideration. If the Holder is a body corporate, and there is any change in control of the Holder, the Commission reserves the right to revoke this permit or re-negotiate its terms.
5. The Holder or the Holder's agent shall keep this permit in the use area whilst using that area for the permitted purposes and shall produce this permit to any forest officer on demand.
6. This permit may be suspended or revoked at any time in accordance with the Forests Act 2009. This permit is subject to the provisions of the Forests Act 2009 and the Forests Regulations 2009.

[Additional conditions (if any) imposed by the Commission]

Granted this _____ day of _____ 20____

[Signed]

Commissioner of Forests
for and on behalf of the **Guyana Forestry Commission**

[affix seal of the Guyana Forestry Commission]

SCHEDULE

USE AREA

The area of State Forests shown on the survey diagram annexed to this schedule, more particularly described as falling within the following boundaries:

_____ and having an estimated area of

_____.

Annex

[attach survey diagram of the use area]

SECOND SCHEDULE**Restrictions on cutting and taking forest produce****Table A**

(reg. 15(1)(a) and (3))

Trees and plants that may be taken subject to minimum girth

Scientific Name	Common Name	Girth Measurement

Table B

(reg. 15(1)(a) and (3))

Trees and plants that may be taken without girth limits

Scientific Name	Common Name

Table C

(reg. 15(1)(b) and (4))

Parts and produce that may be taken from selected species of trees and plants

Scientific Name	Common Name	Part or produce that may be taken
	Manicole Palm Bamboo Kufa Nibbi Red Mangrove Ite Palm Etc.	Hearts of Palm Miscellaneous Uses Liana Cane Binding & Weaving Bark Tibisiri Etc.

I hereby certify that the information presented above is true and correct.

 Print name of holder (or authorized representative)

 Signature of holder or author.....

FOR OFFICIAL USE ONLY					
Issued By		GFC Officer	Issued To	SFA No.	Date & Time
		Checked in transit	Checked in transit	Checked at station	Measured by
Officer					
Date & Time					
Location					

Permit Received By: _____ Permit Received From: _____ Date & Time Received _____
 Location Received: _____ Total Royalty Due: _____ Receipt No: _____
 No. of Tags Used _____ Tags Used to Date _____

I hereby certify, that I have checked this permit and I am satisfied that the information is true and correct.

Signature of Officer in Charge: _____ Date _____

 Print name of holder (or authorised representative)

 Signature of holder or author.....

FOR OFFICIAL USE ONLY				
Issued By	GFC Officer	Issued To	PP No.	Date & Time
	Checked in transit	Checked in transit	Checked at station	Measured by
Officer				
Date & Time				
Location				

Permit Received By: _____ Permit Received From: _____ Date & Time Received _____
 Location Received: _____ Total Royalty Due: _____ Receipt No: _____
 No. of Tags Used _____ Tags Used to Date _____

I hereby certify that I have checked this permit and I am satisfied that the information is true and correct.

Signature of Officer in Charge: _____ Date _____

I hereby certify that the information presented above is true and correct.

 Print name of holder (or authorized representative) Signature of holder or author.....

FOR OFFICIAL USE ONLY				
Issued By	GFC Officer	Issued To	Licence No.	Date & Time
	Checked in transit	Checked in transit	Checked at station	Measured by
Officer				
Date & Time				
Location				

Permit Received By: _____ Permit Received From: _____ Date & Time Received _____

Location Received: _____ Receipt No: _____

I hereby certify that I have checked this permit and I am satisfied that the information is true and correct.

Signature of Officer in Charge: _____ Date _____

FOURTH SCHEDULE
Annual operating licence and
Forest produce dealer's licence

Form A
Annual Operating Licence

(reg. 30)

PCP Licence No:

THE GUYANA FORESTRY PERMISSION GRANTS A LICENCE to [name] of [address] ("the Holder") under **section 46 of the Forests Act 2009** to operate [*delete as inapplicable*]-

- (a) a [*make and model*] chainsaw serial number _____ as primary conversion plant; or
 - (b) a [*make and model*] portable sawmill serial number _____; or
 - (c) a primary conversion plant situated at [address]; -
and to carry on the business of purchasing [*type of forest produce*] for resale.
1. This licence expires at the close of 31 December 20____ unless sooner revoked or surrendered.
 2. The Holder or the Holder's agent shall keep this licence –
 - (a) in the case of a chainsaw or portable sawmill, with the Holder or the Holder's agent; or
 - (b) in the case of any other primary conversion plant, on the premises of the plant, -
 - (c) and shall produce this licence to any forest officer on demand.
 3. This licence is subject to the Forests Act 2009 and Forest Regulations 2009 and any other laws that may from time to time be in force governing land use, the erection of buildings or the protection of the environment.

[*Additional conditions (if any) imposed by the Commission*]

Issued this _____ day of _____ 20____

[*Signed*]
Commissioner of Forests
 for and on behalf of the **Guyana Forestry Commission**
 [*affix seal of the Guyana Forestry Commission*]

Form B**(reg. 33)****Forest Produce Dealer's Licence**

FPD Licence No.

THE GUYANA FORESTRY PERMISSION GRANTS A LICENCE to [name] of [address] ("the Holder") under **section 46 of the Forests Act 2009** to carry on the business of purchasing [type of forest produce] for resale.

1. This licence expires at the close of 31 December 20____ unless sooner revoked or surrendered.
2. The Holder or the Holder's agent shall keep this licence and produce it to any forest officer on demand.
3. This licence is issued subject to the Forests Act 2009 and the Forest Regulations 2009 and any other laws that may be from time to time in force governing land use, the erection of buildings or protection of the environment.

[Additional conditions (if any) imposed by the Commission]

Issued this _____ day of _____ 20____

[Signed]

Commissioner of Forests

for and on behalf of the **Guyana Forestry Commission**

[affix seal of the Guyana Forestry Commission]

FIFTH SCHEDULE **(reg. 40)**
Charges on volume of forest produce taken

Type of forest produce (logs/lumber etc)	Species	Unit of Measurement	Rate of Payment	Sub-Total
Total				

SIXTH SCHEDULE (reg. 52)
Agreement to settle offence out of court

[Printed Serial Number]

1. Name of accused: *[Name]*
2. Address of accused: *[Address]*
3. Alleged offence: *[Details of alleged offence, including a statement of the charge and details of the acts or omissions constituting the alleged offence]*
4. Witnesses: *[Names and addresses of any witnesses to the alleged offence]*

THE GUYANA FORESTRY COMMISSION is in receipt of an offer of settlement from the holder/accused in lieu of Court proceedings and has offered to pay to the Commission the sum of GYS to settle this case under **section 71 of the Forests Act 2009** and the Commission hereby accepts the offer.

[Signed]

Commissioner of Forests
for and on behalf of the **Guyana Forestry Commission**

[affix seal of the Guyana Forestry Commission]

I AGREE to settle this case by payment of the sum specified above in substitution for any legal proceedings. I do this voluntarily, having been informed that I am not obliged to do so.

[Signed]

[Print Name and address??]

Signature

[Date]

Made this _____ day of _____ 20_____.

SEVENTH SCHEDULE

(reg. 38, 53)

Fees Payable

List of Fees	Rate	Period for Charge
	US\$	(Years)
Application Fees		
State Forest Authorizations/CFMA	50	2
Timber Sales Agreement	300	As per agreement
Permission to construct and Use Timber and Cart Paths - Timber Path	50	1
Permission to Occupy any State Forest for the Purpose of depositing or Storing, etc - Timber Depot	50	1
Charcoal or firewood dealers licence	25	1
Timber dealers licence: lumberyards and exporters	50	1
Permission to erect a primary conversion plant or to change the location of an existing primary conversion plant	50	One off
Primary conversion plant licence	50	1
Sawpit licence	50	1
State Forest Exploratory Permission licence	20,000	As per application
Other wood processing facility: Planing shop	25	1
Plywood and Veneer facilities licence	25	1
Furniture manufacturers builders joinery, manufacturers of other household components licence	25	1
For Issuance Fees		
For issue of a State Forest Authorization	100	Upon issuance
For issue of a Timber Sales Agreement (TSA)	1,500	Upon issuance
Licence Fees		
Permission to construct and use timber and cart paths in any State Forest	75	1
Permission to occupy an State Forest for the purpose of depositing or storing timber	75	1
For licence to carry on the business of purchasing charcoal or fuel wood for resale	50	1
For permit to erect a new primary conversion plant or to erect any extension or addition to existing primary conversion plant	100	As per licence request
For licence to carry on the business of purchasing timber for resale	300	1
A licence to operate a primary conversion plant in respect of:		
Band Saw (for each)	300	1
Gang Saw (for each)	300	1

Circular Saw (for each)	300	1
Portable primary conversion plant (for each)	300	1
A licence to operate a Sawpit/Chainsaw pit	200	1
Other wood processing facility, e.g planing shop	50	1
Annual licensing fee for furniture manufacturers, builders joinery and manufacturers of other household components	50	1
Annual licensing fees for plywood and veneer plant	100	1
Other Fees		
Licence fee for timber graders	25	1
<i>Use Permits*</i>	Based on Use	Upon request
<i>Bidding Premium**</i>	Determined based on assessed value	As per bidding process

Concessions Issued for Other Products	Volume-based Value (US\$/ha)
Manicole Palm	0.45
Charcoal	1.25
Wattles/Spars	0.75
Firewood	1.75
Mangrove Bark	0.3

*Area Management Fee will apply to all of the above areas.

Annual Management Fee Payable

The implementation for large concessions is summarized below -

YEAR	LEVEL OF YIELD APPLICABLE FOR EACH HECTARE OF APPLICABLE CONCESSION SIZE
Year 1 - 3	US\$5 for 6 m ³
Year 4 - 5	US\$5 for 7 m ³
Review	

YEAR	LEVEL OF YIELD APPLICABLE FOR EACH HECTARE OF APPLICABLE CONCESSION SIZE
Year 1 - 3	US\$4.5 for 5 m ³
Year 4 - 5	US\$5 for 5 m ³
Review	

Made this ^{7th} day of May, 2018


.....
Hon Raphael Trotman, MP
Minister of Natural Resources

