

Rethinking Collaborative Arrangements with Local Partners

Potential Roles for Civil Society

Growing waves of land acquisition, mechanisms for promoting sustainable forest management, restoring forest landscapes, and producing forest carbon all point to the need for partnerships between resource dependent communities and outside parties such as businesses, government agencies, and civil society organizations (CSOs)¹. Partnerships involving the development and management of a resource can be effective instruments for empowering local communities, reducing poverty, and protecting the environment. The outside partner connects the community with new opportunities and incentives. Structured well, a partnership can benefit everyone.

Civil society organizations often participate in these arrangements, sometimes as the outside partner, but often in a helping role, as the community's advocate or as the honest broker who brings the sides together (see Box 1). A World Bank study titled *Rethinking Forest Partnerships and Benefit Sharing: Insights on Factors and Context that Make Collaborative Arrangements Work for Communities and Landowners* examined community partnerships for resource development to discover the processes and practices that foster success. The result is a working guide to better process in community partnerships. Although its findings are aimed at process partners, it also has insights for those acting as facilitators, advocates, or catalysts.

PROCESS VS. CONTENT IN AN AGREEMENT

The process of reaching agreement with a local partner is as important to the success of a partnership as the content or legal form of the agreement itself. Project sponsors and community supporters therefore need to think beyond the technical parameters of the partnership. Successful partnerships must weigh biophysical and economic issues as well as business practices, laws, social relations, and cultural factors. This applies both to making and maintaining agreements. In keeping a long-term agreement, the sides frequently must come together, renegotiate terms, and revise their relationship to account for new information or changing conditions.


When transaction costs are too high to tailor the agreement and standardized contracts are necessary, a good practice is to engage a sample of potential partners — through workshops, interviews, surveys, or other means — to develop the contract template.

KEY FACTORS

Effective and lasting collaborative arrangements tend to be characterized by a number of features analyzed in academic literature on law, negotiation, and conflict resolution. Below are twelve factors and the potential role for CSOs listed in an indicative order of



1. For purposes of this note, the terms resource-dependent communities and community includes Indigenous Peoples.



significance for making and maintaining agreements. While different combinations of these factors proved important in different types of collaboration, the first four emerged as nearly universally important.

Communication. Communication should be among all parties on all aspects of the partnership, throughout the duration of the agreement, without physical, behavioral, or cultural barriers. This facilitates transparency. *CSOs should encourage ongoing contact among parties, train local partners to be effective representatives of their interests; advocate that the arrangement provide for conflict resolution mechanisms and open and regular communication among the partners.*

Trust. Most partnerships are based on commitments to deliver payments or products in the future. To enter into partnership each party must trust that the other party will keep their end of the deal. Over the course of long-term collaborative arrangements certain commitments may be violated. The partners involved will need to rebuild trust to fix the resulting problems. *CSOs should facilitate the trust building and encourage honesty and openness.*

Mutual respect. Neither side should come to the table from a position of superiority or inferiority, nor leave the table feeling that the will of their counterparts was

imposed or that some larger advantage and disadvantage provided unfair leverage. *CSOs should encourage all sides to consider and understand the other points of view at the table and to navigate cultural differences.*

Practicality. All participants must have the technical knowledge, capital, equipment, infrastructure, or simply labor and time to fulfill their obligations. *CSOs should evaluate local partners' capacity, assess their needs, and, where possible, assist local partners in filling capacity gaps.*

Full, interest-based bargaining. The parties should negotiate with each other and feel they understand the other's motives to their own satisfaction. The local partner should be engaged in negotiating the details of the partnership. Negotiations should focus on interests — not solely on what things people want, but why they want them. Such negotiations allow greater latitude for reaching agreement. During negotiations, CSOs can serve all parties involved as a mediator or facilitator. Alternatively, CSOs can serve one side: *(i) as a negotiation and bargaining coach; (ii) by informing the local partner about costs and benefits of similar arrangements; (iii) by framing the discussions in terms of interests rather than positions; and (iv) by encouraging creative problem-solving.*

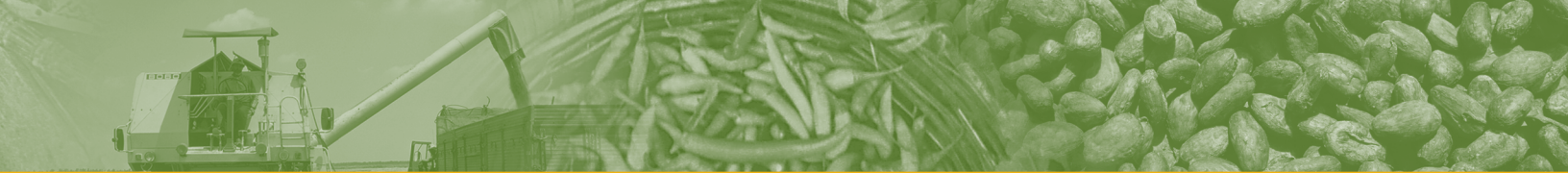
BOX 1: POTENTIAL ROLES FOR CSOS

In collaborative arrangements CSOs can be: (i) independently funded advisors and advocates for the local partner; (ii) financed by the outside party to serve as an advisor to the local partner; and (iii) the outside party that enters into agreements with local partners. In some situations, CSOs can take on more than one role as well as assume a temporary or transitional role. Below are brief descriptions of CSO roles in two cases.

In Tanzania a project with the objective of helping villages manage forests under FSC certification for a particular tree species involved two agreements. A non-governmental organization (NGO) played different roles in each of these agreements. One agreement was between the communities and the government and sought to enable the former to gain control over the forests. The NGO advised the communities in this process. In the second agreement the NGO was the outside party. The second agreement was to obtain certification for the management of the specific tree species. This agreement made the community a member of the NGO's certification group.

In a payment for environmental service arrangement aiming to protect a watershed in Bolivia, the NGO served as organizer, funder, and outside partner in the arrangement. In this arrangement, the NGO will eventually step aside and have the downstream water users pay for the service and form a partnership with the local service providers.

Independent of the role of a CSO in a collaborative arrangement, the organization must avoid a narrow focus of delivering on only certain factors, and overlooking other problems. The CSO must consider all aspects of a successful partnership.



Shared expectations. Parties share common expectations about the undertaking and a mutual understanding of their own and each other's responsibilities. If you ask each to describe the agreement, their stories must mesh. CSOs should encourage the parties to discuss the arrangement and all its ramifications; help communicate their expectations, listen to each other, and come to agreement.

Verifiability. For purposes of transparency, the obligations should be verifiable and easy to determine if partners are fulfilling theirs. Measures such as milestones to demonstrate progress towards a distant goal, or recordkeeping that satisfies outside investors or regulators can facilitate verifiability. CSOs should encourage the parties involved to be transparent in designing and implementing the collaborative arrangement, and to clearly define how they will know if the agreement is being fulfilled.

Legal validity. The promises and duties of all sides in the collaborative arrangement should be written out — in a contract, a charter, a regulation, or some other formal, comprehensive, and legally valid and enforceable document. Often the costs and risks of going to court are so high that agreements are not enforced through the formal judicial system. Regardless, the process of reaching a written agreement builds common understandings of responsibilities. The written agreement also serves as a reference to the details of the arrangement over time. Legal validity can also require verifying and clarifying the local partner's underlying rights to the resource. In certain situations, the benefit that the local partner values most in a collaborative arrangement is acknowledgement of its rights to the land. CSOs should supply legal advice to local partners. In appropriate situations CSOs should advocate for local partners to have secure rights.

Shared understanding about agreements. The parties should share a sense of what it means to make and maintain an agreement. They should understand and accept how the other party views the agreement. All partners must comprehend the commitments being made,

and share a common view of the importance of specific provisions in the agreement, e.g., deadlines, abiding by local laws, submitting reports, and so forth. CSOs should assist in ensuring that the parties involved share clear understandings about their commitments.

Self-determination. The decision to enter into a partnership should be informed. Neither party should feel compelled to negotiate but rather come of their own free will. If they were persuaded by an outside party to attend and agreed to see what was being offered, the offer should not be viewed as an ultimatum. The choices, and the accountability for making the choices, must belong to the local partner. The local partner may need technical or legal advisors to understand the proposed deal. This is a potential role for a CSO. The advisors should not make the agreement but should assist the local partner's decision-making, while stepping back to let the local partner assert its will and accept responsibility for its choices.

Incentives. The collaboration must be worthwhile not just to the local partner, but also to the particular people who have the power to help or hinder the project. CSOs should ensure that local partners receive their due benefits from a collaborative arrangement, and that these benefits are distributed appropriately. The CSO should also advocate for benefit sharing that advances the social and economic development of the local partner.

Past issues resolved. Agreements underpinning collaborative arrangements should address any past conflicts between the participants, and attempt to resolve them. Partners must deal with preexisting problems and reasons for distrust of similar arrangements, including past conflicts among the parties involved, particularly if past issues concerned rights to land. CSOs should identify unsettled issues, particularly regarding land rights; place these on the agenda when the arrangement is first negotiated; and act as a mediator to resolve issues between local partners, such as location of land boundaries.

This note was prepared by Kenneth Rosenbaum (Sylvan Environmental Consultants) and Diji Chandrasekharan Behr (World Bank) with editorial inputs from Gunnar Larson (World Bank). It is based on the economic and sector work entitled *Rethinking Forest Partnerships and Benefit Sharing: Insights on What Makes Collaborative Arrangements Work for Communities and Landowners* financed by the Trust Fund for Environmentally & Socially Sustainable Development (TFESSD).

