



The Step by Step Guide to Customary Land Registration in Uganda

Easy Steps to Secure Customary Land Tenure

Funded by:





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This guide will support clans, groups and individuals in Acholi sub region to resolve land conflicts and register their customary land.



Acknowledgement of Authors



This report was authored by Ms. Susan Toolit Aloba and Rebecca Apio of Trócaire Uganda as part of the overall research project on customary land practices in Acholi.



Table of Contents



Contents

Acknowledgement	2
Acknowledgement of Authors	3
Table of Contents	4
Abbreviations	6
Executive Summary.....	7
1: CERTIFICATE OF CUSTOMARY OWNERSHIP	8
1.1 Introduction	8
1.2 Background to Certificate of Customary Ownership (CCO).....	8
1.3 Procedures for acquiring a Certificate of Customary Land Ownership (CCO)	9
1.4 Forms Required for Registration of a CCO	11
Application Form.....	12
Notice Form	15
Order to attend hearing.....	16
Demarcation Form	18
2. Communal Land Association	20
2.1 Introduction.	20
2.2 Background of Communal Land Association (CLA)	20
2.3 Formation of Communal Land Association	21
2.5 Dispute Resolution.....	23
2.6 Dissolution and Decertification of an Association.	23
2.7 Common land.....	24
2.8 Common Land Management Scheme.....	24
2.9 Content of a Common Land Management Scheme.....	25
Application form to the district registrar of titles to form a CLA.....	26
A Certificate of Compliance of the Constitution of an Association (.....	28
Form for incorporation of officers (Required i.....	29
Application form to the District Registrar for the dissolution of a CLA	34
Notice of dissolution of a CLA	36
3. LAND TRUST	37
3.1 Introduction:	37



3.2	Background to Land Trust	37
3.3	Registration of a Land Trust	39
3.3.1	Procedure for incorporating a trust	39
3.3.2	This section provides for the relevant forms required for the incorporation of a Land trust. 40	
	Application form for the certificate of registration for incorporating a Land Trust (required for use in Step 3)	41
	Bibliography	57



Abbreviations

ALC

CCO

CLA

DLB

DRT

MLHUD

NLP



Area Land Committee

Certificate of Customary Ownership

Communal Land Association

District Land Board.

District Registrar of Titles

Ministry of Lands Housing and Urban
Development.

National Land Policy



Executive Summary

Customary tenure is a form of land holding where land is held and managed according to the generally acceptable norms and practices of a particular community. This type of tenure is believed to constitute approximately 80% of the total land in Uganda. According to the National Land Policy, 2013, the majority of Ugandans hold land under customary tenure. The NLP recognizes the difficulties associated with customary tenure to wit; (a) it does not provide security of tenure for land owners; (b) it impedes the advancement of land markets; and (c) it discriminates against women. The 1995 Constitution of Uganda and the Land Act, Cap 227 allows for conversion of customary tenure to freehold tenure which in effect renders customary tenure inferior compared to the other forms of tenure that are not convertible. More so, most banking institutions do not recognize this land holding tenure or consider it to be of lesser value compared to other tenure systems thus they do not give loans against it as a kind of collateral; because of the lack of documentation and the assumed inferiority of the Certificate of Customary Ownership. Despite the provisions in the National Land Policy to establish a customary land registrar to issue certificates of title of customary land, the implementation of this has been futile.

The legal framework in Uganda notably, The 1995 Constitution as amended, The Land Act, 1998 as amended, The Registration of Titles Act 1924 and The National Land Policy 2013, provide for various forms of land registration. Documentation of land held under customary tenure is complex as land is held communally and is thought to be held in trust for future generations. The existing land registration process is marred with gaps in service delivery in the land administration institutions. The process is complex, tedious and unaffordable to the majority of the communities.

This step by step guide to customary land registration seeks to offer a quick guide to the different ways of registration of customary land and the processes involved in each of the registration methods available under customary land tenure. The methods of land registration outlined in this guide include steps and processes to acquire/obtain a Certificate of Customary Ownership (CCO), formation of a Communal Land Association (CLA) and registration of Land Trust.

This step by step guide is divided into three sections covering the processes of acquiring a Certificate of Customary Ownership (Chapter One), Registering a Communal Land Association (Chapter Two) and establishing a Land Trust (Chapter Three)



1: CERTIFICATE OF CUSTOMARY OWNERSHIP

1.1 Introduction

This Step by Step guide has been developed with the aim of helping facilitate decision making by groups and clan members in Acholi Sub region who would like to register their customary land according to the laws of Uganda. Customary land in Acholi sub region is held through kinship and is hereditary according to customary traditions. This guide is intended for use by chiefdoms, clans and all cultural leaders to help inform and organize their clan members for customary land registration. This Chapter outlines the requirements, processes and actual registration of a CCO.

1.2 Background to Certificate of Customary Ownership (CCO).

The 1995 Constitution of Uganda under Article 237 vests land in the citizens of Uganda to be held in accordance with four land tenure systems. Article 237 (3) provides for the tenure systems as (a) customary, (b) freehold, (c) mailo (d) leasehold. Under section 4 (a) it states that all citizens owning land under customary tenure may acquire a certificate of ownership in a manner prescribed by parliament.

The Land Act, Cap.227, Section 4 (1) provides a mechanism for protection of customary land rights by providing, inter alia, that any person, family or community holding land under customary tenure on former public land may acquire a Certificate of Customary Ownership in respect of that land in accordance with the Land Act. Acquisition of a certificate under customary tenure is meant to reduce the danger of unlawful appropriation associated with the rapidly increasing land values, land conflicts, and evictions among others.

Section 8 (1-7) of the Land Act provides for ways through which a Certificate of Customary Ownership shall be recognized and managed to include:-

Section 8(1) a Certificate of Customary Ownership shall be taken as confirmation and is conclusive evidence of customary rights and interest specified to it and the land to which the certificate confers shall continue to be occupied, used, regulated and any transaction of the land undertaken and the third party rights over the land exercised in accordance with customary law.

Under Section 8 (2), a Certificate of Customary Ownership shall confer on the holder of the certificate the right of the holder to undertake any transaction, subject to conditions, restrictions and limitations contained in the certificate.

Under Section 8 (3), a holder of a Certificate of Customary Ownership who undertakes any transaction in respect of the land to which the certificate relates shall provide the recorder with a copy or other accurate record of the transaction, and the recorder shall keep all such records in the prescribed manner.

Section 8 (4) provides that no transaction of leasing the land or part of it, mortgaging or pledging the land or part of it where a Certificate of Customary Ownership does not restrict it or selling the land or a part of it, shall have the effect of passing any interest in the land to which the transaction relates unless it is registered by the recorder.

Under Section 8 (7), a Certificate of Customary Ownership shall be recognized by financial institutions, bodies and authorities as a valid certificate for purposes of evidence of title.

The registration of customary land tenure under the CCO is not captured in the National Land Information system, as yet, thus leading to more concerns about its apparent inferiority to other land tenure systems and its non-acceptance by the financial institutions.



The chairperson of the area land committee shall be responsible for ensuring that the rightful procedures of acquiring a CCO are complied with. It is therefore the responsibility of the area land committee to guide the applicant to ensure that procedures in acquiring a Certificate of Customary Ownership are duly followed.

1.3 Procedures for acquiring a Certificate of Customary Land Ownership (CCO)

Step 1

The applicant/s convenes a meeting with the family, clan or community to express his/her/their interest in acquiring a Certificate of Customary Ownership.

Step 2

The applicant obtains application forms in triplicate from the Area Land Committee (ALC), fills the application forms accurately and correctly, seeks information from Clan leaders in areas where information is scanty and then duly files and submits application forms to the ALC. The applicant ensures payments of all fees and gets a receipt for payment (always make a copy of all documents submitted for future follow-up). Together with the prescribed fee, receipts and application forms, the applicant submits these to the committee of the parish (ALC) in which the land which is the subject of the application is situated. (See application form in section below)

Step 3

Where an application has been submitted to the Area Land Committee, the committee shall cause a notice to be published and posted in a prominent place within the parish where the land is located; clearly indicating the location and approximate area of land which is subject of the application. The time within which any person who claims interest on that land should appear and attend a meeting convened for that purpose and raise their claims shall be specified in the notice and shall not be less than two weeks from the date on which the notice is published and posted

Step 4

The notice shall require all persons claiming any interest in the land or in any adjacent land which may be affected by the application, including adjacent land claims as to the boundaries of that land to attend a meeting of the committee at a specified time and place and put forward their claims. In the event that the person laying claim on the land does not appear for the meeting, the officer shall order them to appear before the committee in a later meeting. (See forms on Order to appear in section below).

In the event that the person laying claim does not appear in the subsequent meeting, the committee shall go ahead to make decisions accordingly without them. If the claimant appears before the committee he/she will be required to produce evidence of the said claim on the land. If they mention documents such as land sale, land registration and or land transfer certificates then an order to produce such evidence will be executed by the committee. (See forms on order to produce evidence in sections below)



Step 5

The ALC then holds meeting with all interested persons. In hearing and determining claims if any, the committee shall use its best endeavor to mediate between and reconcile parties having conflicting claims on the land before the land demarcation process begins. If the dispute is grave and cannot be resolved by the committee at this stage, then the committee shall not proceed with the land demarcation and state reasons in their report to the District Land Board. The withdrawal of the ALC from the process will allow time for the conflicting parties to settle any disputes without the influence of the ALC.

Step 6

The ALC shall, in the event that all persons are in agreement as to ownership of the land, go ahead to mark the boundaries of the land, rights of way and other forms of easements on the land. During this process, the neighbors to the adjacent land, the local council chairperson, clan leaders and any other interested persons are required to be present and assent to the agreed demarcations. A sketch map will then be generated by the ALC and signed by the land owners, the neighbors, the local council 1, the ALC and selected elders in the community some of whom can be members of rowdii kweri council. This sketch map should be transferred to the land demarcation form which will accompany the application process.

Step 7

After the demarcation, the committee prepares a report on the application, recording all claims to interest and rights in the land or to the occupation and use of the land and its opinion as to whether those claims have been proved to exist, setting out its findings and recommendations. If all parties are in agreement then the report will recommend to the District Land Board to issue a CCO. In the case of a disagreement, the report will recommend for a land conflict resolution meeting to settle the conflict. When the conflict is settled then another report will be presented for the continuation of the process.

Step 8

The applicant shall be given a copy of the ALC report to the recorder and the DLB (always make additional copy and file for future reference) and another copy shall be submitted to the District Land Board. The committee also makes a copy available within the parish for inspection by all parties who submitted claims to or who were heard by the committee.

Step 9

The District Land Board shall upon receipt of the report and recommendations of the committee consider the application in the light of that report and may confirm, differ or reject the report of the Area Land committee. The District Land Board is required to meet for the discharge of its functions at least once in every two months though such meetings usually take longer than the prescribed period mainly due to lack of funds.

Step 10

Where the board rejects or defers a recommendation of the Area Land Committee, it shall give reasons for its decision and propose recommendations; where the decision of the board is to issue a Certificate of Customary Ownership the DLB directs the recorder to issue a Certificate of Customary Ownership to the applicant.



Step 11

Any person aggrieved by the decision of the Board may appeal to the Land Tribunal (Land tribunal exist legally in the land management structure although in practice they are not functional) thus calling for alternative means of conflict resolution such as Poro lok, Riya tal, mediation and negotiations. If such efforts fail then the complainant can seek legal redress from the grade I magistrate courts against that decision and the court may confirm, vary, reverse or modify the decision of the Board and make such other order in respect of that decision or as it is empowered by law to make and present it to the parties.

1.4 Forms Required for Registration of a CCO

The Land Regulations, 2004 provide for the forms required for land registration. These forms are obtainable from the land administration institutions such as the District Land Board, the Area Land Committee and the Office of the Recorder (Sub County Chief/ Senior Assistant Secretary) and are usually filled in triplicate (3 copies). They are obtained after payment of a prescribed fee of 5000UGX. This fee, however, may vary from Sub County to Sub County.

The forms required for a CCO include the Application form noted in Step 2 above, the Notice form mentioned in Step 4 and the Land Demarcation form noted in Step 6 and are shown below:-



Application Form. (Required in Step 2 of the CCO process)

FIRST SCHEDULE

THE REPUBLIC OF UGANDA THE LAND ACT CAP 227

THE LAND REGULATIONS, 2004.

FORM 1

APPLICATION FOR CERTIFICATE OF CUSTOMARY OWNERSHIP

PART I: (To be filled by the applicant in triplicate)

1.	Full Name (Surname first)	Sex (M/F)	Age	Marital Status	Citizenship
(i)
(ii)
(iii)
(iv)
(v)

(Add as necessary)

2. Address(i) permanent

(ii) Contact

3. Location of land:

Village/Zone

Parish/Ward

Sub-county/Town

County/Division.....

District

4. Approximate area (ha).

Use or occupation of land (e.g. farming, housing, family dwelling).

.....
.....

Names of owners of adjacent land

.....
.....
.....

- (a) Do you want to hold the land as a family? YES/NO
 Do you want to hold the land as a community? YES/NO
 If yes, state shares (fractions or percentages)
 Do you want to hold the land as individual(s)? YES/NO



Signature/Thumbprint of applicant(s)

- (i)
- (ii)
- (iii)
- (iv)

Date of application

PART II: (For official use only)

Remarks and recommendations of area land committee

.....

.....

.....

Name and signature of members of committee

- (i)
- (ii)
- (iii)
- (iv)
- (v)

Official stamp

Date

.....

PART III

..

Decision of District Land Board



The application is approved/rejected/deferred*

The application is approved upon the following terms and conditions

.....
.....
.....

The application is not approved due to the following reasons:

.....
.....
.....

d) Minute number.....

Official seal

Name and signature

Chairperson, District Land Board

Name and signature

Secretary, district land board Date

*Delete whichever is inapplicable



Notice Form (Required in Step 3)



THE REPUBLIC OF UGANDA
THE LAND ACT, CAP 227
THE LAND REGULATIONS, 2004

Form 9

NOTICE OF HEARING OF APPLICATION FOR A CERTIFICATE OF CUSTOMARY OWNERSHIP

PUBLIC NOTICE

To:
.....
.....

..... area land committee has received an application to the board for a certificate of customary tenure, in respect of a piece of land located at of approximately (area/size)..... (ha)

By section 6(2) of the Land Act, power is given to the area land committee to notify any persons claiming any interest in the land that is the subject of the application or adjacent land which may be affected by the application;

Notice is hereby given to you in pursuance of s.6 (2) of the Act to attend a meeting so that you put forward your claims.

Venue.....
Date.....
Time.....

.....
Name and Signature of Chairperson,
Area Land Committee

OFFICIAL STAMP

Date.....



Order to attend hearing required in Step 4

Regulation 18

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227
THE LAND REGULATIONS, 2004

Form 11

ORDER TO ATTEND HEARING BY
AREA LAND COMMITTEE

To:
.....
.....

You are ordered to attend in person and testify in the hearing relating to an application for a Certificate of Customary Ownership or certificate of occupancy by.....

..... in respect of land located at

The hearing shall take place at on day of at o'clock.

Take notice that failure to attend without reasonable cause may lead to a decision being made in your absence.

.....
Name and Signature of Chairperson,
Area Land Committee

OFFICIAL STAMP
Date.....
Regulation 18

Order to produce document (required as in step 4)



THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227
THE LAND REGULATIONS
Form 12
ORDER TO PRODUCE DOCUMENTS AT
HEARING BY AREA LAND COMMITTEE

To.....
.....
.....

You are ordered to produce.....
..... documents in person or by an agent at the
hearing relating to an application for
.....by.....

The hearing shall take place at on theday of at
o'clock.

The area land committee shall inspect and read through the documents produced for
purposes of
.....
.....

Take notice that failure to comply, without reasonable cause, may lead to a decision being
made in your absence.

.....
Name and Signature of Chairperson,
Area Land Committee
OFFICIAL STAMP
Date



Demarcation Form (Required in Step 6, a sketch map MUST be included herein)

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

form 23

DEMARCATION FORM FOR CERTIFICATE OF CUSTOMARY OWNERSHIP

(To be filled in triplicate)

PIN

District	County/Municipal	Sub-county/ Division	Parish/ Ward	Village/Zone	Parcel No.

Owner (s)

.....

Sketch (Not drawn to scale)

Description of rights of way or other easements (if any)

.....

We the undersigned certify that the boundaries demarcated and shown on the sketch map overleaf are correct to the best of our knowledge.

Name

Signature



1. Customary owner (s) (i)

(ii).....

(ii).....

2. Owners of Neighbouring Land (i)

(ii).....

(ii).....

(iv).....

(v).....

3. Witneeses (i)

(ii).....

(ii).....

(iv).....

(v).....

4. Members of Area land committee (i)

(ii).....

(ii).....

(iv).....

(v).....

OFFICIAL STAMP Date.....



2. Communal Land Association



2.1 Introduction.

This chapter provides a background to the CLA and procedures for incorporating and registering a CLA. It also provides information regarding the dispute resolution mechanism under a CLA and the procedure for dissolution of a CLA. The section also provides for management of land under a common land management scheme. The relevant forms required for the formulation of a CLA are also provided in this chapter.

This guide has mention of the District Land Tribunal (DLT) as it is legally provided by law. It is however sufficient to note that the DLTs that were established in 2000 as courts of first instance in land matters were phased out in 2004 due to inadequate funding to the judiciary. The magistrate's courts have since then taken over the mandate of the DLT. The Government however has plans to reinstate the DLT as provided for in the National land policy, 2013.

It is also important to note that there are gaps in the land administration institutions such as limited human resource to effectively provide land service delivery. The District Registrar of Titles whose role is instrumental in the land registration process are limited in number and lacking in most Districts. This has affected service delivery in that Districts without DRTs have had to seek support from either the MLHUD or Districts where DRTs are available thus greatly affecting the registration process in terms of time and resources.

2.2 Background of Communal Land Association (CLA)

Communal land according to the Land Act is that land held by a specific community or group of people recognizing individual rights in that land and regulating its use and management. A community according to the Land Act means an indigenous community of Uganda as provided for in the Third Schedule to the constitution, or any clan or sub clan of any such indigenous community that is communally occupying, using or managing land. Examples of communal land in Uganda are: - grazing grounds (Olet), hunting grounds (tim dwar), Forest (bung/bunga), rock outcrops (godi matino wa madongo), Spiritual sites (ka lega pa kaka ma calo abila madit) and rivers and wetlands (pii ki daago)

The Land Act, Section 15, provides for the establishment of a Communal Land Association by any group of persons for any purpose connected with communal ownership and management of land, whether under customary law or otherwise. Communal land may be held under a Certificate of Customary Ownership or freehold title by the managing committee on behalf of the CLA.

Where an association holds land under a CCO or freehold title on behalf of a community, the association shall, where the customary law permits, recognize and verify that all or part of the land is occupied and used by individuals and families for their own purposes and benefit. For the purpose of holding land under customary tenure, a family shall be deemed to be a legal person represented by the head of the family. Where any individual or family within a community wishes to own land which is held communally but which, in accordance with customary law, is made available for the occupation and use of that individual or household, then the following will apply;



- (i) The individual or household may apply for a Certificate of Customary Ownership or for a freehold title in respect of his or her or its portion of land. It is important to note that even when an individual or household has got a CCO within the CLA, he or she must seek permission from the bigger group if they wish so to sell their portion of the Land.
- (ii) Where the land communally owned is held by an association under a Certificate of Customary Ownership or freehold title, the individual or family may apply to the association to transfer to him, her or it, his or her or its portion of land which is not communally used such as homestead and farmland.
- (iii) Where the association approves the application, the applicant may cause his or her portion of the land to be demarcated, transferred and registered by the recorder and where communal land is held under freehold title, the applicant may cause his or her portion of the land to be surveyed and transferred to the applicant and registered by the registrar.

The District registrar of titles in each District is mandated to perform such functions related to Communal Land Associations and shall keep a public register of association and exercise broad and general supervision over the administration of the association within the district (Section 15 2 & 3).

2.3 Formation of Communal Land Association

The Land Act Section 16 – 18 provides for the procedure for formation of a CLA, electing leadership, preparation of the constitution to govern members and incorporation of the CLA.

Step 1

A group of persons who wish to form themselves into a Communal Land Association normally people from a clan, sub clan or village shall convene a meeting for such purpose. The minutes of the meeting shall be properly taken and signed by all members present prior to making an application to the District Registrar of Titles (DRT).

Step 2

Following the group meeting and an agreement to register their land through a CLA by the group, a selected group of persons delegated by the bigger group can pick the application forms for the formation of a CLA in triplicate (3 copies) from the District Registrar of Titles (DRT) office. These forms must be filled by the group and returned to the DRT office.

Step 3

The DRT on receipt of an application issues a notice to convene a meeting which shall be put in prominent places on the land and other prominent places such as places of worship, schools, market places and administrative offices in the parish where the land is located. The notice shall indicate the place and time of the meeting, being not less than twenty one (21) days from the date of the notice.



Step 4

The District Registrar of Titles convenes and presides over a meeting of the group of persons to determine whether the group is to incorporate themselves into an association. This determination process can refer to the minutes of the group/ meeting to incorporate a CLA and needs to ensure that not less than 60% of members of the CLA which can comprise of a group from a village, sub clan or clan determine to form themselves into an association, that they elect not more than nine (9) and not less than three (3) persons to be officers of the association, a third (1/3) of whom should be women.

Step 5

The group will then announce for and convene another meeting to elect officers (leaders who will act on behalf of the group with their consent) of the CLA. In the CLA, democratic processes means that the CLA is organized according to the principle that everyone has a right to be involved in making decisions.

Step 6

The elected officers prepare the constitution of the association, with the assistance of the DRT who may provide the officers with a model constitution. The constitution should be able to take care of individual members' interests as well as group interests. It should indicate how special interest groups (widows, women and girls, youths, PWDs, elders) will be managed and considered in the constitution since most times these groups are neglected. It should clearly state that individual members will not lose their individual user rights to their homestead and farmland unless such places have some resources for the benefit of the group/clan as a whole and such persons will be compensated and or reallocated land on request for the greater good of the group/clan. The constitution should clearly state how the shared/communal land will be managed and how each individual member will benefit from this. It should also indicate the management structure, how leaders are to be elected and how they can be removed in case of mismanagement. Leaders cannot take decisions on behalf of members without 60% of members being in agreement.

Step 7

The officers of the CLA shall submit the prepared constitution to the district registrar of titles for certification so that it complies with the prescribed matters and provides a transparent and democratic process of management of the affairs of the association.

Step 8

Where the DRT is of the opinion that the constitution does not comply with matters as prescribed, he or she shall, within not more than thirty (30) days of receipt of the constitution, return it to the officers of the group with reasons for the rejection. A rejected constitution may be revised and resubmitted for certification. Where a constitution complies with the matters as prescribed, the DRT shall issue a certificate of compliance.

Step 9

A constitution that has been certified by the district register of titles shall be voted on and approved by an absolute majority of all members i.e. 60% of members of that association at a meeting specifically



convened for that purpose which approved constitution shall be binding on all members of the association.

Step 10

The officers of the association shall pick forms for incorporation of officers of a CLA, fill the forms which must be confirmed by selected members of the association and submitted to the District Registrar of Titles to incorporate the association into a CLA. (See section below for Application for incorporation of officers)

Step 11

The District Registrar of Titles on receiving an application for incorporation, and being satisfied that the requirements and regulations has been complied with by the group, issues a certificate of incorporation.

Step 12

The persons named in the certificate of incorporation as the officers (elected leaders of the CLA) become a body corporate, with the name of the association specified in the certificate, and shall have perpetual succession and a common seal. Upon incorporation, these officers (elected leaders of the CLA) shall become the managing committee of the association.

2.5 Dispute Resolution

Section 20 of the Land Act provides for mechanisms of dispute resolution under the Communal Land Association. It provides that;

Where a dispute arises within an association, the DRT may on his or her own motion or on a request in writing by not less the one-tenth (1/10) of the members undertake an inquiry into the activities of the association to ascertain the cause of the dispute.

The DRT may refer the dispute to the DLB or such other person that he or she considers suitable to mediate the dispute between the members.

The DRT may propose that amendments be made to the constitution or that the rules of the association be changed to avoid similar disputes in the future and/or may take such other action as he or she considers appropriate.

Any person aggrieved by a decision of the association or when the efforts of the DRT in appointing an officer to assist in resolving the dispute fails, the person may seek redress from the court and the court may confirm, vary, reverse or modify the decision of the association and make such other order as it is empowered to make under the Land Act.

2.6 Dissolution and Decertification of an Association.

Section 21 of the Land Act provides that the managing committee may apply to the district registrar of titles for dissolution of the association in the prescribed form.



The members of the association shall convene a meeting specifically for the purpose of dissolving the association during which a resolution to support the dissolution of the association is approved by a majority of all members and the minutes of the meeting shall be duly and properly signed by all members. The said minutes and resolution shall be delivered or sent to the DRT within fourteen days of the date on which the resolution was approved.

The DRT may, where he or she thinks fit, consent to the dissolution of the association but this does not waive the liability for any debts or obligations to pay any taxes, fees, dues or other sums which the officers, on behalf of the association owed up to the time of dissolution and action may be continued or commenced against officers in respect of such debts or sums.

The DRT shall, once the dissolution has been consented to, give appropriate publicity of the dissolution and its effect, cancel the certificate of association and make such other orders as are necessary.

2.7 Common land

Common land is the area of land that has been set aside by the community for common use by members of that community. *The Land Act under Section 23 (3) provides the purposes for which land may be set aside for common use to include*

- (a) The grazing and watering of livestock;
- (b) Hunting;
- (c) The gathering of wood fuel and building materials;
- (d) The gathering of honey and other forest resources for food and medical purposes;
- (e) Such other purposes as may be traditional among the community using the land communally.

Communities that form themselves into a Communal Land Association shall set aside land for common use and shall be governed under the common property regime defined through the common land management scheme.

2.8 Common Land Management Scheme

The Land Act, Section 23 provides for establishment of areas of common land use on a communally owned land. It states that an area of land set aside for common use shall be used and managed in accordance with the terms of a common land management scheme. A communal land association shall therefore, if requested by the community on whose behalf it holds land, set aside one or more piece of land for common use by members of that group.

A common land management scheme shall be made by an association, but shall only come into effect when it is agreed to by the majority of the community on whose behalf the association holds land. It may extend to cover use and management of more than one area of common land.

Persons who are not members of the community may, with the agreement of the association, which agreement shall not be unreasonably withheld, use common land in accordance with the terms of the common land management scheme applicable to the land.

Section 26 (1) of the Land Act provides for the basic rights and duties of members of the communities using common land while Section 26 (2) notes that for any person aggrieved by the decision of the



association made in connection with the management of a scheme may appeal against such decision to the Grade 1 Magistrate's Court and the court may confirm, vary, reverse or modify the decision of the association and make such other order in respect of that decision.

2.9 Content of a Common Land Management Scheme

Section 25 (1) provides that a common land management scheme may include all or any of the following matters as seems most appropriate to the association-

- (a) a description of the area of common land which it applies;
- (b) where a common land is to be used for communal grazing and watering of livestock-
 - (i) the number and type of livestock which each member of the community may graze on the common land;
 - (ii) the location within the common land where livestock may be grazed and times when those locations may be used for the grazing;
 - (iii) the routes to and from the common land which livestock are required to use;
- (c) where the common land is to be used for hunting, the terms and conditions on which hunting may take place, due regard being given to the Animal Disease Act, Cattle Grazing Act and the Uganda Wildlife Act, and
- (d) where common land is to be used for the gathering of wood fuel, building materials and other natural resources-
 - (i) the amount of wood fuel, building material and other natural resources which any member of the community may gather for the use of his or her homestead and his or her family;
 - (ii) the terms and conditions on which wood fuel and other natural produce may be gathered for sale;
- (e) a description of the management activities to be undertaken by the association;
- (f) general rules concerning access to and use of common land by members of the community and by other members;
- (g) fees that may be charged to those using the common land and any such fees may differentiate between members of the community and other persons using the common land with permission of the association;
- (h) the penalties that may be imposed on those violating the terms of the scheme, including the grounds for excluding any persons from using the common land;
- (i) the duration of the scheme;
- (j) the procedures for reviewing and amending the scheme;

such other matters as the members of the association may think fit to include or as may be prescribed.

2.10 Forms required for the formation of a CLA.

This section provides for the relevant forms required right from the step one stage to the final step of incorporation of a CLA.



Application form to the district registrar of titles to form a CLA (Required in step two)

Regulation 74

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

Form 44

APPLICATION TO FORM A COMMUNAL LAND ASSOCIATION

To: District registrar of titles

We, whose names and signatures appear on the attached list, the owners of land located at wish to apply and form a communal land association.

The address of service in matters relating to this application shall be.....

Name and signature of representatives

- (i)
(ii)
(iii)
(iv)
(v)

On behalf of members of the group.

Date.....

(Attach list of names and signature of all applicants).



A notice to convene a meeting to form a CLA (Required in step three)

Regulation 75

THE REPUBLIC OF UGANDA
THE LAND ACT, CAP 227
THE LAND REGULATIONS, 2004

Form 45

NOTICE OF MEETING TO FORM AN ASSOCIATION

To:

The owners of land located at
.....
.....
.....

(See attached list)

The district registrar of titles has received your application to form a communal land association.

In accordance with section 16 of the Act, this is to invite you and any other interested person, to attend a meeting to:

- a) determine whether to incorporate yourselves into an association;
b) elect officers of the association to be constituted as the management committee, if you decide to incorporate.

Any other member of the community whose name does not appear on the attached list is also invited to attend the meeting.

The meeting will take place onday of (month).....(year) at o'clock at

Name and signature,

District registrar of titles.

Date



A Certificate of Compliance of the Constitution of an Association (Required in step (eight) 8)

Regulation 76

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227 THE LAND REGULATIONS, 2004

Form 46

CERTIFICATION OF COMPLIANCE OF THE
CONSTITUTION OF AN ASSOCIATION

This is to certify that the draft constitution received from M/s
..... being the officers elected as the
management committee of (name of
communal land association) concerning land located at submitted
in accordance with the requirements of the Act, is approved.

.....
Name and signature,

.....
District registrar of titles

Date.....



Form for incorporation of officers (Required in step ten (10))

Regulation 77

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

Form 47

APPLICATION FOR INCORPORATION OF OFFICERS OF AN ASSOCIATION

PART I: (To be filled by applicants)

- 1. Proposed name of association
2. Address of the association
3. Location of land in respect of which the association is formed
4. Approximate area (ha)
5. Statement of purpose of forming the association
6. Where the land is registered
7. State any interest, lease, right, occupation, charge or other encumbrances affecting the land...



8. Officers elected on management committee

Name Sex Address/residence Position on committee Signature

- 1.
2.
3.
4.
5.
6.
7.
8.
9.

9. Persons intending to form the association

Name Sex Address/ Residence Nationality Signature/Thumbprint

- 1
2
3
4
5

Others (attach list) (*Delete whatever is inapplicable)

PART II: (For official use only)

Having considered the above application for incorporation of the (name of association), I am satisfied/not satisfied* that the requirements of the Act and Regulations made under it have been complied with. Accordingly the application for incorporation is—

Approved (upon the following conditions) (if any)
.....
.....
.....

Not approved for the following reasons.....
.....
.....

Dated at thisday of

Name and signature,
District registrar of titles

(*Delete whatever is inapplicable)

The district registrar shall issue a certificate of incorporation of the officers of an association (as required in step eleven 11).



THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

Form 48

..... DISTRICT LAND OFFICE

CERTIFICATE OF INCORPORATION OF.....
COMMUNAL LAND ASSOCIATION

I CERTIFY THAT THE MANAGEMENT COMMITTEE of.....
..... (name of association) is
this.....day of..... incorporated.

.....
Name and signature, district registrar of titles



The contents of a model Constitution.



Regulation 81

LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

CONTENTS OF MODEL CONSTITUTION
OF A COMMUNAL LAND ASSOCIATION

Matters to be contained in a Constitution of an association

1. Name of the association.
2. Address of the association.
3. Objects of the association, including the identity of the community covered by the association.
4. Land to be held or owned by the association.
5. Names of intended members of the association.
6. Qualifications for membership of the association, including:
 - (i) principles for the identification of other persons entitled to be members of the association: and
 - (ii) a procedure for resolving disputes regarding the rights of other persons to be members of the association.
7. Classes of membership (if any) and the rights of members of the different classes.
8. Rights of members to use property of the association.
9. Whether membership is based on individuals or families and if based on families, how the family is to be represented in the decision-making process of the association.
10. The grounds and procedure for terminating membership and what happens to the rights and property of the member concerned.
11. The purpose for which the land may be used and the procedure to be followed in connection with the physical division of the land into individually owned plots.
12. Whether members may undertake transactions with their rights and to whom.
13. What happens to a member's rights on death?



14. Procedure for election of officers, their terms of office, their powers, the powers of members in relation to decisions made by the officers, the power of members to remove all or any of the officers and the payment (if any) to the officers.
15. How and when the annual general meeting (AGM) is to be called; its quorum or procedure of representation at an AGM.
16. How and when general and other meetings are to be called; their quorum or procedure of representation at such meetings.
17. The powers of the association and any limitations on them.
18. Responsibility for keeping minutes of meetings and access to the minutes by members.
19. Financial matters: how monies of the association will be dealt with and by whom; how and by whom will financial records be kept; independent audit and other scrutiny; access to financial information by members.
20. Procedure on change of the Constitution.
21. Procedure on dissolution and what happens to the land and other assets of the association.
22. How corruption, theft of association property, nepotism and breach of officers duties to members will be dealt with.
23. Procedure of dispute resolution.



Application form to the District Registrar for the dissolution of a CLA

THE REPUBLIC OF UGANDA

THE LAND ACT, CAP 227

THE LAND REGULATIONS, 2004

Form 49

APPLICATION TO DISTRICT REGISTRAR OF TITLES FOR DISSOLUTION OF ASSOCIATION

Name of association.....

Officers of management committee

Name Sex (M/F) Address/residence Position on committee Signature

- 1
2
3
4
5
6
7
8
9

1. Date of incorporation of association (attach original certificate of incorporation)

2. Location of land controlled by management committee on behalf of the association

- a) Village/Zone.....
b) Parish/Ward.....
c) Sub-county/Urban.....
d) County/Division
e) District

6. List all assets and property belonging to the association, which have been under the management of the managing committee (such as livestock, poultry, vehicle, land).

(Attach a separate sheet if necessary).

7. List all debts and liabilities owed by the association and the approximate value (attach separate sheet if necessary)

8. Statement of reasons for intended dissolution of the association.....

9. Minute and resolution of the meeting convened to dissolve the Association.....



We the officers of the management committee of land association, declare that the application for dissolution is supported by a resolution passed by a majority of all members of the association in a meeting specially convened for the purpose, the minutes for which are duly attached; that the above particulars are true to the best of our knowledge and belief.

Name Signature/ Thumbprint Date

.....
.....
.....
.....

Declared and signed before me, thisday..... of.....

.....

Commissioner for oaths



Notice of dissolution of a CLA

Regulation 80

THE REPUBLIC OF UGANDA
THE LAND ACT, CAP 227
THE LAND REGULATIONS, 2004

Form 50

DISSOLUTION OFCOMMUNAL LAND ASSOCIATION PUBLIC NOTICE

TAKE NOTICE THAT the association is hereby dissolved in accordance with the provisions of the Act.

The effect of this dissolution is that the association has ceased to exist and is forthwith removed from the register of associations.

Name and Signature,.....

.....
District Registrar of Titles.

Date.....



3. LAND TRUST

3.1 Introduction:

This chapter addresses the Land Trust. In this chapter the background to forming a Land Trust, processes around incorporation and registration of a Land Trust will be discussed. Sample forms as well as a model Trust deed will be provided.

It should be noted that the process for registration and incorporation of a Land Trust is complex and technical and it's advisable that a legal expert is sought to support the different groups intending to register as a trust throughout the preparation, registration, incorporation and management processes of the Trust.

3.2 Background to Land Trust

A Land Trust is a private agreement in which one party referred to as the trustee agrees to hold title to property for the benefit of another party or parties referred to as the beneficiary (ies). The trustee holds title to the property but must follow the instructions of the beneficiaries who have the absolute right to direct and control the trustee and receive all proceeds from the trust.

A trust agreement is created at the beginning of the trust and it governs the relationship between the trustee and beneficiary. This agreement establishes the rights, powers, duties and obligations of the parties. In essence, the trustee has no more power than that granted by the beneficiaries and has no function other than to do as the trust deed instructs.

A trust deed is that document that transfer the title to the property to the trustee. It is recorded in the public records conveying the title from the prior owner to the trust itself. This means the trustee does not own the property personally but holds title to the property under the terms of the trust.

A Land Trust is revocable and the beneficiaries may change, modify or terminate its content. The beneficiaries may remove an uncooperative trustee. Since the trustee holds titles as a fiduciary, they incur no personal liability for merely being on the title nor can the trustee lose the property to his or her personal creditors. Generally, the beneficiary holds the trustee free from liability.

Section 1 (1) of the Trustees Incorporation Act Cap 165, 1939 provides that Trustees or trustee may be appointed by anybody or association of person established for any religious, educational, literary, scientific, or charitable purpose and such trustees or trustee may apply, in the manner hereafter mentioned, to the Minister of Lands Housing and Urban Development for a certificate of registration of the trustees or trustee of such a body or association of persons as corporate body. (In respect to a Land Trust, such application shall be made to the Minister of Lands Housing and Urban Development).

Under section 1(2) of the Trustees Incorporation Act, if the Minister, having regard to the extent, nature and the object and other circumstance of such body or association of such persons considers that incorporation expedient, he or she may grant such a certificate accordingly, subject to such conditions he or she shall think fit to insert in the certificate..... “



Under Section 3 (1) of the Trustees Incorporation Act; Every application to the Minister for a certificate under this Act shall be in writing , signed by the persons making it, and shall contain the several particulars specified in the schedule to this Act or as may be prescribed , or such of them as shall be applicable to the case.

(2) The Minister may require such declaration or other evidence in verification of the statements of the statements and particulars in the application and such other particulars, information or evidence as he or she too may think necessary or proper.

The Trustees Act Cap 164, 1954 provides for court to mean High court or a judge of the High court. In essence, implying that any dispute arising in regard to the trust shall be entertained by the High Court.

Powers of Minister.

To note, while the group and or clans should know that in working with the trust option, the Minister has the full powers to determine how the trust works. The Trustees Incorporation Act under Section 15 states the Minister's powers as follows has the following:-

(1) The Minister shall have power, upon the application of any interested party made subject to any rules in that behalf, to make such orders regarding the constitution and conduct of any corporate body created under this Act or in regard to its trustees as may seem to him or her proper, and those orders shall, subject to appeal, be conclusive and binding for all purposes; in particular and without prejudice to the generality of the foregoing, the Minister may authorize:-

- (a) any variation in the composition or constitution of such corporate body or in the rules or other instrument regulating it without prejudice to its due incorporation and perpetual succession;
- (b) the amalgamation of two or more corporate bodies created under this Act and the vesting of the property of those bodies in a new Trustees Incorporation Cap. 165. 3945 corporate body having such constitution as the Minister may approve;
- (c) (c) a change of name of any corporate body created under this Act;
- (d) the termination of incorporation of any corporate body created under this Act subject to such directions as to its liquidation and the disposal of its assets as may be prescribed or as the Minister sees fit to order.

(2) Any person who deems himself or herself aggrieved by any order made by the Minister under subsection (1) may within thirty days of the making of the order appeal to the High Court.



3.3 Registration of a Land Trust



3.3.1 Procedure for incorporating a trust.

Step 1

Individuals or persons interested to acquire a Land Trust call for a meeting to agree that as a group, clan, extended family or family they would like to register in the said way. It is recommended that a lawyer is engaged to support the group through the process.

Step 2

Another meeting is called in the presence of the lawyer to decide the name of the trust, address and objective of the trust and the property/ies of the trust. At this moment, the group then appoint trustees or forms an association respectively indicating clearly the purpose or the objectives of the trust they intend to form. The lawyer will then clarify the roles of the trustees and guide the group on the kind of persons they should choose to become trustees. The lawyer will also clarify to the group how the trust operates, rights, powers and roles of each of the members in the different capacity

Step 3

The group/clan then develops their own trust deeds, rules of association and constitution to guide the operation of the Trust. The leaders together with their lawyers then pick forms from the Ministry of Lands, fill for registration and submit to the Ministry for approval. The application must be in writing signed by the persons making it and shall contain particulars like the objective of the body/association of persons, the rules and regulations of the body, the location of the land, interest in the said land, dates of formation and application and the parties to every deed, name, address, residence and additions of the trustees of the body or association, dates of appointment qualifications, tenure and avoidance of office, mode of appointment of new trustees, proposed title of the corporate body with the word “registered trustees”, proposed device of common seal, the regulation and custody for the use of common seal

Step 4

The trustees then apply for a certificate of incorporation to the Minister for Lands, Housing and Urban Development (MLHUD) attaching the trust deed, rules of the association, and copy of the minutes relating to any resolution of the meeting. The application is accompanied with a fee of 20,000 shillings and 10,000 for issuance of a certificate of incorporation. (Note recently these fees are said to have gone up to 65,000/- but there are no backing documents to verify the new fees)

Step 5

The Minister considering the circumstance of the association then grants the certificate of association subject to other condition by inserting the qualification and number of the trustees, their tenure of office, mode of appointing new trustees, custody and use of common seal, amount of land which trustee may hold; and the purpose for which that land may be applied.



Step 6

After the grant of a certificate of incorporation of the trust by the Minister the trust becomes a body corporate with capacity to sue and be sued in its own names and can hold acquired land for the purpose of the body or association of person.

Step 7

After registration and incorporation, the land is considered registered as a Land Trust, and thus its operation, utilization and management will be based on the Trust Laws and supported by the rules of association and constitution of the Trust.

3.3.2 This section provides for the relevant forms required for the incorporation of a Land trust.

These forms can be accessed from the Land Offices at the District and the Ministry of Lands Housing and Urban development



Application form for the certificate of registration for incorporating a Land Trust (required for use in Step 3)

Form 1

Application for certificate of registration

To the Minister

I/We have the honor to apply for a certificate of registration as a corporate body under the Trustees Incorporation Act. I/We desire to be regulated in the manner set out in the subjoined particulars and in the documents attached.

Date....., 20.....

.....

Signature of all applicants being the Trustees of the proposed corporate Body

Particulars:

(It is unnecessary to set out below any particulars contained in any printed book of rules, instruments or document attached)

- 1. The object of the proposed corporate body are

.....

- 2. A copy of the rules of the.....(state name of body or association) is attached.....(if none submitted so state)

- 3. Copies of the following instruments or documents are attached

.....

(State nature, setting out date and parties to the instruments or documents; if none submitted so state)

- 4. It is desired to acquire the following(interest in) land

.....

(Give particulars of situation, title, reference and area; and state if already held on behalf of the body or association)

- 5. The number of trustees of the proposed corporate body is

.....

- 6. The names, address and occupations of the trustees are

.....



..... (In full block letters)

7. The trustees have been appointed in the following manner

.....
.....
..... (Certified copy of the minute relating to any resolution of any meeting, with full particulars thereof to be attached)

8. The proposed qualification of future trustees is

.....
.....

9. It is proposed that the trustee shall hold office for.....(state period)

10. Any trustee may avoid his or her office(in the following circumstances)

.....
.....

11. Any trustee may be removed from his or her office (in the following circumstances)

.....
.....

12. The proposed mode of appointing new trustees is

.....
.....

13. The proposed name of the corporate body is the Registered Trustees of

.....
.....

14. The common seal shall be kept..... (State where and by whom)

15. The common seal shall be affixed in the presence of

.....
..... (State number of trustees) and
..... (Specify any officer of the corporate body) who will attest the affixing

16. The proposed device of the common seal is as below

.....
.....



Application for Minister's Order. (As required for use in Step 4)

Form II.

Application for Minister's Order.

To the Minister,

I/We have the honor to apply for an order under section 15 of the Trustees Incorporation Act in respect of the certificate of incorporation granted on

..... (date) to the Registered Trustees of

In the appended statement are set out the nature of my/our interest in this matter, and the reasons for and the nature of the order sought.

Statement.

.....
.....
.....
.....
.....

Dated the day of , 20

.....
.....
.....

Signatures of Interested Parties



A sample format of a Trust Deed

TRUST DEED OF REGISTERED TRUSTEES FORLAND TRUST

..... LAND TRUST

This Deed of Trust is made on theday of 20..... by the following:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

(Hereinafter collectively referred to as “the Trustees” which expression shall where the context so admits include; the Trustees or Trustee for the time being of the Trust hereby declared including any co-opted Trustees).

WHEREAS the Trustees shall, for and on behalf of the Trust, hold properties in the form of land belonging to the beneficiaries listed herein in the schedule land comprised in as declared in the Deed and it is contemplated that more land and assets may be paid or transferred to the Trustees upon the same trusts.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this deed unless the context otherwise requires:

1.0 The Board:

Means for purposes of this trust, the Board will be constituted to eminent persons with expertise that will enable the attainment of the objectives of the trust.

1.1 Beneficiary

Means for the purposes of this trusts, a beneficiary shall mean the individual or family who are land owners and has registered as beneficiaries under this trust.



2. NAME



The Trust constituted by this Deed shall be exclusively Charitable and non-political and the Trust and its property (“the Trust Fund”) shall be administered and managed by the trustees under the name of Registered Trustees of **LAND TRUST**. The registered office shall be situated in the Republic of Uganda.

3. OBJECTIVES

3.0 The objectives of the Trust (the “objects”) include but are not limited to the following as set out hereunder:

3.1 To protect the beneficiaries land which may or may not be customary land

3.2 To process land titles on behalf of the beneficiaries

3.3 To provide for the relief of poverty and the advancement of development using land in Northern Uganda and Uganda in General.

3.4 To support the growth and development of Education, Road Infrastructure and Health of the beneficiaries through identification and the funding of new education and health systems, projects and technologies for the beneficiaries.

3.5 To provide educational scholarships and grants to the disadvantaged peoples of beneficiaries society, orphans, people with disabilities for the furtherance and betterment of their education

3.6 To make grants, and carry out investments in the form of both equity and loans to support all kinds of projects beneficial to the beneficiaries.

3.7 To negotiate and make arrangements with potential investors on behalf of the beneficiaries

3.8 To promote technical, management, agricultural and entrepreneurial education in particular but not limited to:-

- (i) Promoting the start-up and management of schools and training institutions;
- (ii) Providing educational services including lectures, exhibitions, public meetings, classes, and conferences in management to all members of the community;
- (iii) Engaging in the training, management and development of human resource.
- (iv) Promoting the training of trainers in various sectors of educational, health and agricultural development.



(v) Providing a wide range of business development services.

3.9 To form, establish, support and aid in the formation, establishment and support of any other charities, trusts formed for objects similar to those set out above.

3. TRUSTEES' POWER

3.1 For and on behalf of the Trust, and in furtherance of the aforementioned objectives, the Trustees shall have the following powers:

3.2 To apply to the Commissioner of Domestic Direct taxes to exempt income of the Trust Fund from taxation;

3.3 To make grants, investments and loans and give guarantees on such terms as thought fit;

3.4 To support enterprises in the agricultural sector with similar objectives to those of the Trust;

3.5 To promote co-operation and close working relationships with Government institutions, Ministry of Lands, Urban Planning and Development, Ministry of Education, Agricultural Sector Institutions, NGOs, and other bodies and associations with similar objectives to those of the Trust;

3.6 To promote and publicize the Trust and its objectives within and outside East Africa;

3.7 To take such steps by personal, written, broadcast, internet, web page creation or television appeals or advertisements, public meetings, exhibitions, receptions, entertainment, film shows, sales or booklets and advertising matter from time to time necessary for procuring contributions or donations or income for the trust;

3.8 To obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, endowments, grants or any other lawful method and to accept and receive (in the discretion of the trustees' disclaim) any gifts or property of any description whether subject to any special trust or not;

3.9 To ensure that the Trust can be registered or recognized in any state and or any other foreign country or place.

3.9.1 To draw, make, accept, endorse, discount, execute, and issue cheques, warrants, debentures, and other negotiable or transferable instruments;

3.9.2 To subscribe to any local or other charities or trusts and to grant reasonable pensions, allowances, gratuities and bonuses to, and provide an annulation, remuneration or any other fund or funds for the servants of the trust and otherwise to assist any such servants.



- 3.9.3 To purchase, acquire, hire, take on loan or otherwise, acquire any real or personal property and any rights or privileges;
- 3.9.4 To purchase, acquire, hire, take on loan or otherwise, acquire any or such other objects or documents which the Trustees consider will enhance and advance the promotion and development of small-scale agricultural sector;
- 3.9.5 To construct, maintain and to restore, replace, rebuild, furnish, equip and alter property comprised in the Trust Fund;
- 3.9.6 To improve, manage, develop, exchange, lease, mortgage, dispose, sell, turn to account or otherwise deal with all or any part of the property or rights of the Trust;
- 3.9.7 To pay and discharge any rent, rates, costs of insurance, improvements and other outgoing payable from time to time in respect of any property comprised in the Trust;
- 3.9.8 To apply for, register, purchase, or by other means acquire and protect, prolong and renew any patents, patent rights, brevets d'invention, licenses, secret processes, trademarks, design, domain names, protections, and concessions, and to disclaim, alter, modify, use and turn to account, and grant licenses or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the trust may acquire or propose to acquire;
- 3.9.9 To pay and discharge all expenses incurred in connection with the Trust in exercise of any powers conferred upon the Trustees by the Deed or by any assurance to the trust of any real or personal property;
- 3.9.10 To act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Trustees and may further the objects and to perform any services in connection with the above objects gratuitously or otherwise;
- 3.9.11 To maintain, manage and assist in or contract for the maintenance and management of land and premises for the purposes of the Trust;
- 3.9.12 To acquire or become members or subscribe to any local or other charities formed for objects similar to those set out above;
- 3.9.13 To hire and reasonably remunerate any person (not being a Trustee) as an officer or employee and to remunerate any person for services rendered and to grant reasonable pensions to any person who has been in the employment or service of the Trust or to the dependents of any such person;



- 3.9.14 To provide funds and to make or assist in making arrangements for initiating or sponsoring projects, research or study relating to agricultural sector technology and to publish the results of such research;
- 3.9.15 To make such rules and regulations for the management and administration of the Trust for matters relating thereto as the Trustees think fit and from time to time to amend vary or revoke such rules or regulations so that nothing in this sub-clause shall be deemed to authorize any application of any part of the Trust funds otherwise than in furtherance of the trust or for any other purpose which is not for charity;
- 3.9.16 To insure against loss or damage by fire or any other insurable risks in the Trust to any amount and to pay the premiums for such insurance of the Trust.
- 3.9.17 To establish or set aside funds or appoint special trusts and create restricted endowment funds for particular purposes and to maintain reserves;
- 3.9.18 To do all or any of the above things in any part of the world as principals, agents, trustees, or otherwise and by or through trustees, nominees, agents, or otherwise;
- 3.9.19 To carry or promote any activities which will directly or indirectly enhance the realization of any or all the objectives.
- 3.9.20 To do all such other things as further or are ancillary to the attainment of the above objects.
- 3.9.21 Notwithstanding the powers of the trustees, the trustees shall seek prior approval from the beneficiaries for any transaction in form of a loan or mortgage or sale or lease that may encumber land a subject of this trust.

4 DECLARATION OF TRUST

The trustees shall stand possessed of the Trust Property, Property and its income in furtherance of the educational, agricultural and scientific objects set out above in such a manner as the Trustees in their discretion may from time to time think fit.

5. TRUSTEES' RIGHTS AND DUTIES

5.0 Once appointed Trustee, the said Trustee may refuse to keep this position either expressly, or by implication by refraining from entering into his or her duties.

5.1 A trustee who wishes to retire may obtain his discharge (without the need of replacement) as long as he obtains the consent of his co-trustees and from any person who is empowered to appoint trustees and there must remain either at least three trustees.

5.2 A trustee who has been held liable for breach of trust has the right to be indemnified by any beneficiary who has directly instigated the breach, to the extent to which he has benefited therefrom



and has a right of contribution from his co-trustee (if any). When the trustee has acted reasonably and honestly, the court is empowered to relieve a trustee from personal liability.

5.3 The trustees may have rights as a beneficiary.

5.4 The Trustees must administer the trust property prudently and in strict compliance with the terms of the trust as found in this Trust Deed.

5.5 A trustee must act exclusively in the best interest of the trust and its beneficiaries.

5.6 A Trustee must conform to the Terms of the trust deed; Breach results in him being personally liable to the beneficiaries.

5.7 High standards of integrity and reasonable standards of business efficiency are expected from all trustees. A Trustee is not to be in a position in which his personal interests contradict with those of the trust.

5.8 The trustee must at all times and in terms of the Trust, act objectively, fairly and reasonably when dealing with issues of the trust as well as its beneficiaries.

6 RIGHTS AND DUTIES OF A BENEFICIARY

6.0 The beneficiary shall have all rights and duties in law, as well as those including but not limited to the following set hereunder:

6.1 Enjoyment of the interest in the trust property to which they are entitled under the terms of the trust, which include the right to continuing using the land a subject of trust in a manner consistent to the object of the trust.

6.2 A beneficiary can also be a trustee.

6.3 A beneficiary must conform to the Terms of the trust deed; Breach results in him being personally liable to the trustee.

6.4 A beneficiary has the right to be considered as a recipient of trust assets.

6.4 Where it can be established that one or more of the Trustees is not acting in the best interests of the Trust and its beneficiaries, the beneficiaries, as a quorum, are entitled to:

6.4.1 Apply to the Court to review a trustee's decisions or anything a trustee has done or not done;

6.4.2 To seek assistance from the Court

6.4.3 To apply to the court to have a trustee removed



7. DISPUTE RESOLUTION

Any dispute arising among the trustees must first be mediated between the parties before resort to court and the mediator shall be competent person agreed upon by parties

8. ACCUMULATIONS

The Trustees may in their discretion accumulate all or any of the income of the Trust Fund by investing it and the resulting income shall stand possessed of such accumulations as an addition to the capital of the Trust Fund.

9. POWER TO BORROW

The Trustees may at any time or times (subject to any statutory requirements for the time being in force) for and on behalf of the Trust, borrow from individuals, Organisations and Banks, such reasonable terms as to repayment of the principals and interests as they in their discretion think fit but shall in no event create any mortgage, charge, pledge, or other encumbrance of any description (except such as arise by operation of law) over any item from time to time comprised in the Trust.

10. DELEGATION

Subject as mentioned below, the Trustees shall not be bound in any case personally but shall be at liberty to employ any agent or servant to transact all or any business of whatever nature required to be done in pursuance of the Trust including day to day management of the affairs of the Trust and shall be entitled to be allowed and paid all reasonable charges and expenses so incurred and shall not be responsible for the defaults of any such agent or servant or any loss occasioned by his employment. But nothing in the provisions of this clause shall be construed as conferring on the Trustees the right to delegate any decision concerning the application or the distribution of the income or the capital or relating to the financial management of the Trust Fund pursuant to the charitable, educational and scientific objects contained in clause 1 of this Deed.

11. FINANCES OF THE TRUST

11.0 The Trustees shall immediately open a Trust Bank account. All moneys from time to time received by or on behalf of the Trustees shall be forthwith paid into the Trust bank account(s) by the Trustees and no monies shall be withdrawn unless authorized by the signatories of at least two persons designated for that purpose by the Trustees one of whom must be an Ex Officio Trustee.

11.1 The Trustees shall before the commencement of each calendar year (starting January 15th-January 14th) cause to be prepared and approved a budget of both recurrent and capital expenditure for that year with power nevertheless to authorize modification thereof at any time or times during the year. PROVIDED THAT (a) approval of every such budget shall require the concurrence thereto of the Trustees; and (b) there shall be no recurrent or capital expenditure other than in accordance with the budget so approved by consent of the Trustees.

11.2 The Trustees shall cause proper accounts of the Trust Fund and of all dealings therewith and of all undertakings and activities in relation thereto to be kept at all times.



12. DISCRETIONS

Every discretion conferred by this deed on the Trustees shall grant the trustee the power to use his or her own subjective judgment and to apply his or her mind to the matter at hand provided that same is in the best interest of the Trust.

13. ALTERATION OF POWERS

If at any time it appears to the Trustees that either by reason of changes in the law affecting the administration of charitable or other trusts or of changes in social scientific educational or political conditions or by reason of any defect or omission in proceeding provisions of this deed it would be conducive to the better administration of the Trust that the Trustees should possess any further or other administrative powers which the Trustees by any deed or deeds revocable or irrevocable to supplement or alter or amend the provisions of this Deed to such an extent (but to such an extent only), as in the opinion of the Trustees is requisite for the purpose of conferring on the trustees such further or other administrative powers provided that nothing in this clause shall authorize any departure from or modification of the objects of the Trust declared in clause 2 of this Deed or the application of any part of the Trust Fund or its income otherwise than in conformity with those objects.

14. INVESTMENTS

14.0 The Trustees may stand possessed of the Trust Fund as invested or at their discretion sell it or any part of it and may at their discretion invest money arising from such sale and all cash requiring investment in the names of or under the control of the Trustees in any investments authorized by this Deed. This power shall be exercised in consultation with the Beneficiaries Chief and the Prime Minister of the Clan

14.1 Any monies comprised in the Trust requiring to be invested in the purchase or upon the security of such shares, stocks, securities or other investments of real or personal property of any nature in any part of the world and whether involving liability or not and whether producing income or not as the Trustees in their discretion think fit to the extent that the Trustees shall be empowered to invest and transpose the investments of the Trust Fund in the same unrestricted manner as if they were beneficial owners of such moneys and investments. Without prejudice to the generality of these powers, the Trustees may lend money to any charitable institution free of interest or at a low rate of interest on such terms as they think fit with a view to assisting such institution.

15. APPOINTMENT OF TRUSTEES

15.0 When complete, the Board of Trustees shall consist of seven (7) persons and (a third of the board shall be female (3/7), and two (2) other co-opted Trustees.

15.1 The co-opted members shall not have a right to vote in during the board meeting.

15.2 Subject to this deed a trustee may be appointed and removed by the beneficiaries in a general meeting.



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15.3 Fifteen (15%) of the beneficiaries may request to the existing trustees to call a meeting for the purpose of appointment or removal of a trustee.

15.2 The co-opted Trustees shall be persons who through residence, occupation, employment or otherwise have special knowledge of the area of benefit or who are otherwise able by virtue of their personal or professional qualifications to make a contribution to the pursuit of the Trust objectives or the management of the Trust.

15.3 The Trustees shall be appointed for a term of three years renewable only for one term by a resolution of the Trustees passed at a special meeting of which not less than 21 days' notice has been given.

15.4 A co-opted Trustee may be removed from office by a resolution of a simple majority of the trustees present and voting thereon at a meeting of the Trustees

15.5 If for any reason trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable.

16 ELIGIBILITY FOR TRUSTEESHIP

16.0 No person shall be appointed as a trustee:

- (a) unless he or she has attained the age of 21 years; or
- (b) In circumstances such that had he or she already having been disqualified as a trustee, he or she shall not be reappointed or appointed.

16.1 No person shall be entitled to act as a trustee whether on a first or any subsequent entry into office until after signing the declaration of acceptance and willingness to act in the Trust or the charity.

17. DETERMINATION OF TRUSTEESHIP

A trustee shall cease to hold office if he or she:

- (1) is disqualified from acting as a trustee by virtue of any statutory provision;
- (2) becomes incapable by reason of mental disorder and illness that hinders and or affects the carrying on, performance of their duties as a Trustee of the Trust.
- (3) is absent without the consent of the Trustees from at least 2 meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
- (4) notifies to the Trustees a wish to resign (but only if at least two trustees will remain in office when the notice of resignation is to take effect);



(5) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(6) Is removed from office (in case of a co-opted trustee) in accordance with clause 12.4 above.

17. VACANCIES

If a vacancy occurs the trustees shall note the fact in the minute book at their next meeting. Any eligible trustee may be re-appointed. So long as there shall be fewer than two trustees none of the powers or discretions hereby or by law vested in the trustees shall be exercisable except for the purpose of appointing a new trustee or trustees.

18. ORDINARY MEETINGS

The Trustees shall hold at least three ordinary meetings in each year. Each Trustee shall attend a minimum of two meetings per calendar year.

19. CALLING MEETINGS

The first meeting of the Trustees shall be held within 3 months after the date of signing of this Deed and shall be called by the Chairperson. Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the Chairperson or any two Trustees upon a (7) Seven days' notice being given to the other trustees.

21. CHAIRPERSON AND VICE CHAIRPERSON

21.0 The Trustees shall appoint a chairperson who shall be executive or non-executive, and he or she shall chair the meetings but shall have no voting rights.

21.1 The Trustees shall appoint a vice chairperson and he or she shall have voting rights.

22. SECRETARY

There shall be a secretary to the trust who need not be an employee of the Trust and shall be appointed by the trustees. He/ she shall;

- (i) Attend and record minutes of all the meetings of the Board of trustees or any organ thereof
- (ii) Advise the organization and any person thereof generally on all legal matters or any other matter of legal implications and shall be entitled in the execution of his duties to perusal of all documents in the custody of any member, office or organ of the organization.
- (iii) Be responsible for ensuring that all statutory requirements for the operation of the Trust are complied with.
- (iv) Be entitled to reasonable remuneration as shall be determined by the trustees.



23. AUDITING

- (v) The accounts of the Trust shall be audited annually by the auditors appointed by the Board of Trustees.
- (vi) The auditor(s) shall be appointed on specific terms and conditions as to payment by the Board of Trustees for the purpose of making a report to the Trust on the accounts examined by him/her/them and on every balance sheet laid before the trust at the meeting of the Board of Trustees during his/her/their terms of office, and to perform all duties imposed by the law on any auditor(s); and for the foregoing purposes shall be entitled access to all records, documents, books, accounts and vouchers of the trust and shall be entitled to require from the Board of Trustees and other offices of the trust such information and explanation as may be necessary for the performance of the duties of auditors.

24. EXTRA-ORDINARY MEETINGS

A special meeting may be called at any time by the Chairperson or any two Trustees upon giving not less than Seven days' notice to the other Trustees of the matters to be discussed, but if the matters include an appointment of a Trustee or a proposal to amend any of the clauses of this Deed then the notice shall be not less than 21 days' notice being so given. An extra-ordinary meeting may be called to take place immediately after or before an ordinary meeting.

25. QUORUM

25.0 The quorum necessary for the transaction of the business of the Trustees at any meeting at which not less than 14 clear days' notice has been given shall be Three (4) one of which number must be the chairperson or a person nominated to act as chairperson for the meeting and .

25.1 The quorum for a meeting called by shorter notice shall have three of the Trustees in office and the Chairman present in Uganda or any place agreed upon by the Trustees at the time of the meeting one of which number must be the Chairman or a person nominated to act as Chairman for the meeting.

26. VOTING

26.0 Subject to clause 12.3 above every matter shall be determined by the simple majority of the votes of the Trustees present and voting on the question. In the event of a stalemate, the majority decision of the three permanent trustees shall be binding.

26.1 A resolution in writing signed by a simple majority of the Trustees but of which seven (7) days' notice has been given to all of them shall be effective as a resolution passed at a meeting of the Trustees and may consist of one or more documents in similar form signed by one or more of the Trustees.

27. MINUTES

The Secretary shall keep minutes of the proceedings and or meetings at Trustees' meetings, in a minute book reserved for that purpose.



28. REPEAL AND AMENDMENT

The clauses of this Deed may be amended, repealed, or modified by the Board of Trustees in a meeting passed by two thirds majority including at least two of the permanent trustees provided 21 days' notice is given and provided that any action be taken in accordance with the organization's charitable, educational and scientific purposes.

29. MISCELLANEOUS

The trust may carry on lobbying activities to an insubstantial extent, but shall not, however, intervene in any political campaigns for or against any candidate 29.1 As provided in Clause 3.10 and 3.20, the trust may provide reasonable compensation to an officer or employee of, or other person connected with, the trust for services rendered to or for the benefit of the trust, except that there shall be no private increment to such persons.

30 DISSOLUTION

The Trust may be dissolved by consent of the permanent Trustees testified by their signatures on to an instrument of dissolution. Any balances in the Trust Fund and any Trust property at the time of dissolution shall not under any circumstances be divided amongst them but shall be applied for charitable purposes consistent with the objectives of the trust.

i. COMMON SEAL

The Trustees shall provide a common seal which shall be kept under such custody and control as the Trustees shall from time to time determine. The seal of the Trustees shall not be affixed to any instrument except pursuant to a resolution of the Trustees and in the presence of at least two Trustees, and the said Trustees shall sign every instrument to which the common seal shall be so affixed in their presence, and in favour of any person bona fide dealing with the Trustees such signatures shall be conclusive evidence of the fact that the Common Seal has been properly affixed. The seal shall have the inscription of the words "REGISTERED TRUSTEES OF LAND TRUST".

IN WITNESS whereof the parties here to have hereunto set their respective hands the day and year first before written.

SIGNED and DELIVERED by the said

who is known to me personally in my presence this ___ day of _____ 201

} _____

Name : _____

Signature : _____

Postal Address: _____



Qualification: _____

SIGNED and DELIVERED by the said

_____ who is known to me personally in my presence this ____ day of _____ 2017

} _____

Name : _____

Signature : _____

Postal Address: _____

Qualification: _____

SIGNED and DELIVERED by the said

_____ who is known to me personally in my presence this ____ day of _____ 2017

} _____

Name : _____

Signature : _____

Postal Address: _____

Qualification: _____

All In the presence of



Bibliography



The Constitution of Uganda, 1995.

The Land Act, 1998

The Land Regulations, 2004

The National Land Policy, 2013

The SLAAC sensitization material, Sept, 2015 by Ministry of Land Housing and Urban Development.

The Trustees Act, 1954

The Trustee Incorporation Act, 1939

Working Paper No.1 (2016) "*Customary tenure: A tenure of choice*" by Esther Obaikol.