

"(Rajiv Gandhi Green Adoption Yojana (RGGAY))"

1. Introduction

Himachal Pradesh, a state endowed with significant forest cover, faces the challenge of ecological restoration on degraded forest lands. Currently, while legally classified forests cover a large area (37,033 sq. km out of 55,673 sq. km), the actual forest cover stands at a lower 27.12%. Degraded patches, often resulting from historical factors, grazing pressure, and environmental stresses, require focused efforts for restoration. The State's forest resources are indispensable for ecological balance, biodiversity conservation, climate resilience, and supporting the livelihoods of local communities, as well as vital economic sectors like hydropower, tourism, and horticulture.

Recognizing the scale of this challenge and the potential for leveraging private sector commitment towards environmental sustainability, the Government of Himachal Pradesh proposes the **Rajiv Gandhi Green Adoption Yojana**.

This scheme differentiates itself from traditional government-funded afforestation programs by actively inviting and enabling private entities to participate financially and engage directly in the ecological restoration of specific degraded forest sites under their Corporate Social Responsibility (CSR) mandates. Unlike general plantation drives, this scheme involves a formal adoption process through a time-bound agreement (MoU) for designated sites, offering tangible benefits and recognition to the adopting entities while ensuring rigorous technical oversight and long-term ownership by the Forest Department. Existing schemes primarily rely on departmental budgets and execution; this scheme introduces a public-private partnership model specifically for forest restoration through CSR funding.

2. Genesis

"**Rajiv Gandhi Green Adoption Yojana**" finds its genesis in the visionary announcement by the Hon'ble Chief Minister of Himachal Pradesh during the Budget Speech for the fiscal year 2025-26. The budget highlighted the introduction of a new adoption scheme under Corporate Social Responsibility (CSR) aimed at planting trees on barren land, thereby increasing forest cover and generating livelihood opportunities for local populations. This scheme translates that vision into an actionable framework for collaboration.

3. Objective

The core objectives of the **Rajiv Gandhi Green Adoption Yojana** are:

- To facilitate the adoption of identified degraded forest sites by eligible private entities for funding comprehensive afforestation and ecological restoration activities under their CSR programs.
- To significantly increase the actual forest cover in Himachal Pradesh, with a particular focus on ecologically sensitive or visible areas like roadsides.
- To promote sustainable forest management practices, enhance biodiversity, and strengthen ecological resilience against climate change.
- To channel private sector financial and managerial resources towards crucial environmental conservation goals.
- To generate local employment and livelihood opportunities through community involvement in plantation and maintenance activities.
- To provide a structured platform for eligible entities to effectively discharge their CSR obligations towards environmental sustainability, gaining recognition and enhancing their brand value as responsible corporate citizens and "Green Partners" of the State.
- To ensure clear land ownership (remaining with HPFD) and define specific, time-bound rights for the adopting entity limited strictly to the agreed restoration activities.

4. Legal Framework & Policy Alignment

The scheme operates within the established Corporate Social Responsibility (CSR) legal framework in India, governed by Section 135 of the Companies Act, 2013, Schedule VII of the Act (which includes environmental sustainability, protection of flora and fauna), and the Companies (CSR Policy) Rules, 2014.

It is fully aligned with and supports the objectives of national and state forest policies, including the National Forest Policy, 1988, and the Himachal Pradesh Forest Policy. By focusing on restoring degraded lands and increasing green cover, it directly contributes to state environmental goals and aesthetics. All activities undertaken under the scheme must comply with relevant forest, environmental, and other applicable laws and regulations.

5. Core Framework and Safeguards

- **Ownership and Control:** Legal ownership, ultimate command, and control of all adopted forest lands remain vested exclusively with the Himachal Pradesh Forest Department (HPFD).
- **Memorandum of Understanding (MoU):** A formal, time-bound Memorandum of Understanding will be signed between HPFD and the selected adopting entity, outlining the specific terms, conditions, scope of work, financial commitment, and duration of the adoption.

- **Restricted Land Use:** The adopted land can only be used for afforestation, plantation, ecological restoration, conservation, and allied activities as explicitly approved by HPFD.
- **Financial Responsibility:** The adopting entity bears the financial responsibility for the execution and/or funding of all approved project activities on the adopted site for the duration of the MoU, as detailed in the agreed budget and scope of work.

6. Eligibility Criteria

For the purpose of this scheme, "Private Entrepreneurs/Entities" are defined broadly to include:

- Private Sector Companies
- Public Sector Undertakings (PSUs)
- Registered Trusts or Societies undertaking CSR activities
- Non-Governmental Organizations (NGOs) with a proven track record in environmental conservation and forestry projects.
- Other eligible entities recognized under the Companies Act, 2013, for undertaking CSR activities.

Eligible entities must demonstrate a genuine commitment to environmental sustainability and possess the financial capacity to undertake the proposed project.

Applicants are required to submit a comprehensive proposal for site adoption, detailing:

- Their organizational profile and relevant experience.
- The specific site(s) they wish to adopt (from the list provided by HPFD).
- A detailed site-specific plan for afforestation and restoration, including proposed species (with focus on native species, guided by HPFD), plantation methodology, density, and source of planting material.
- A comprehensive strategy for maintenance, protection, and soil/moisture conservation for the duration of the adoption period.
- A phased implementation timeline and detailed budget proposal, aligning with HPFD's tentative estimates.
- Plans for community involvement and engagement.
- Proposed brand promotion activities within the permissible guidelines.
- Commitment to complying with HPFD guidelines and relevant laws.

7. Roles and Responsibilities

A) Himachal Pradesh Forest Department (HPFD) shall:

- Identify, survey, assess, and demarcate degraded forest sites suitable for adoption under the scheme.
- Prepare and publish a list of available sites on the scheme's web portal, along with site details and tentative estimates for proposed interventions.
- Develop detailed technical guidelines for plantation, maintenance, soil conservation, fire control, and monitoring.
- Enter into an MoU with the adopting entities.
- Provide technical guidance and expertise throughout the project lifecycle, from planning to monitoring.
- Ensure the availability of quality planting material, potentially supplying saplings from departmental nurseries at cost-to-cost basis to the entity.
- Execute the ground-level works (site preparation, planting, conservation structures, fencing, etc.) utilizing the funds provided by the adopting entity, or strictly supervise if the entity undertakes execution directly (subject to HPFD approval and standards).
- Maintain overall custody and control of the adopted area.
- Supervise and monitor all project activities to ensure adherence to the approved plan, technical standards, and legal compliance.
- Provide assistance in obtaining necessary permissions, if any are required from other government departments.
- Maintain and protect the plantations post the defined maintenance period funded by the adopting entity.
- Prepare and share periodic progress reports (bi-annual or as agreed) with the adopting entity.
- Manage the scheme's web portal, uploading project details, monitoring data, and progress updates.
- Facilitate community involvement and coordination with local Forest staff.

HPFD will provide the following key resources and support to the adopting entities:

- Identified, surveyed, and demarcated degraded forest land for adoption.
- Detailed site information and tentative cost estimates.
- Technical expertise, guidance, and supervision on all aspects of forest restoration.
- Access to quality planting material from departmental nurseries (at cost).
- Execution of ground works (or strict supervision if executed by entity).
- Monitoring and evaluation support, including sharing monitoring data and reports.
- Coordination with local communities and government authorities.
- Inclusion of project details and progress on the official HPFD web portal.
- Recognition and publicity support as outlined in Section 13.

B) Adopting Private Entrepreneur/Entity shall:

- Select a site(s) and submit a comprehensive proposal adhering to scheme guidelines.
- Provide the agreed-upon financial support as per the approved project budget and payment schedule outlined in the MoU, covering all costs related to plantation, maintenance (for the agreed duration), protection, soil/moisture conservation, fencing, and other approved activities.
- Adhere strictly to the approved site plan, technical guidelines provided by HPFD, and all applicable laws.
- Actively participate in joint monitoring and review processes, if desired.
- Submit annual reports detailing project progress, expenditure, and outcomes.
- Promote the project as part of their CSR communication, respecting the guidelines for brand visibility on site.
- Collaborate with HPFD and local communities for successful project implementation.

8. Scheme Details & Guiding Principles (Operational Aspects)

The implementation process involves the following phases:

- **Phase 1: Site Identification & Preparation:** HPFD identifies suitable sites (min. 5 ha, degraded, preferably roadsides), conducts surveys, and prepares site-specific details and tentative cost estimates, publishing them on the web portal.
- **Phase 2: Proposal Receipt:** Entities submit proposals.
- **Phase 3: Agreement & Initiation:** MoU is signed between HPFD and the selected entity. Agreed funds are released as per schedule. Ground activities commence under HPFD supervision.
- **Phase 4: Implementation, Monitoring & Reporting:** HPFD executes/supervises work (fencing, SCM, planting, maintenance, fire control, etc.) using entity funds. Joint monitoring, reporting (bi-annual by HPFD to entity, annual by entity to HPFD), and web portal updates occur throughout the MoU duration.

Specific Interventions: Detailed operational activities will include:

- Fencing (Interlinked chain, RCC barbed wire, Wooden barbed wire as per site vulnerability and cost estimates).
- Soil and Moisture Conservation Measures (Contour trenches - CCT/SCT, small ponds, check dams - Live, Brushwood, Log, Stone, Gabion - as per site requirements and approved plan, following technical specifications).

- Plantation (Site survey, soil testing, pit digging/filling, procurement of native/suitable species at cost from HPFD nurseries, planting of tall saplings, potentially using PGPR/manure, mulching).
- Maintenance (Weeding, hoeing, watering during lean season, protection from fire/grazing for the MoU duration).
- Inspection Paths (Creation and maintenance).
- Fire Control Measures (Fire watcher, firebreaks, community involvement, water points).
- Signage (Installation as per HPFD design).

All these activities will be detailed in the site-specific approved proposal and budgeted within the entity's financial commitment.

9. Funding Mechanism

The Rajiv Gandhi Green Adoption Yojana operates on a funding mechanism where the *primary financial responsibility for the plantation, maintenance, and associated site-specific activities on the adopted land rests entirely with the adopting private entrepreneur/entity*. The entity provides the necessary funds, as detailed in the approved project budget annexed to the MoU. These funds are then utilized by HPFD for executing the approved ground works, or disbursed to the entity if they are undertaking execution under strict HPFD supervision.

The financial implication for the Government of Himachal Pradesh (HPFD) is primarily administrative and supervisory. This includes staff time for site identification, proposal evaluation, technical guidance, project supervision, joint monitoring activities, web portal development and maintenance, and facilitating coordination. While these activities have associated costs, the scheme *substantially leverages private CSR funds* to carry out the costly field operations (plantation, civil works, labour, maintenance) which would otherwise require significant allocation from the government's budget for equivalent ecological restoration work. The potential supply of saplings from departmental nurseries at cost-to-cost ensures quality control without significant financial burden on the government.

10. Duration of Agreement

Each Memorandum of Understanding (MoU) for the adoption of a specific site shall be valid for a period of **05 (Five) years** from the date of signing. This period is intended to cover the critical phase of establishment and initial growth requiring intensive maintenance and protection. The MoU may be extended by mutual written agreement.

Upon the successful completion of the 5-year (or agreed extended) MoU period, all rights, produce, growth, and tangible/intangible benefits derived from the plantation and the adopted land, including potential carbon credits, shall automatically accrue to the Government of Himachal Pradesh.

11. Monitoring and Evaluation

A robust monitoring and evaluation framework is integral to the scheme's success and transparency.

- HPFD personnel will conduct regular field visits and inspections to supervise the progress and quality of work as per technical guidelines and the approved plan.
- Joint monitoring visits involving representatives from both HPFD and the adopting entity will be conducted periodically (bi-annual or as agreed) to review physical and financial progress.
- Independent ecological experts may be engaged for third-party verification and assessment, potentially as part of a joint monitoring committee.
- The scheme will utilize Geospatial Mapping (GIS) technology for precise site identification, baseline data recording, progress tracking, survival rate assessment, and long-term monitoring of the planted area. Geo-tagged data and images will be collected and updated regularly.
- HPFD will provide bi-annual progress reports to the adopting entity, detailing activities undertaken, expenditure incurred (from the funds provided), plantation status, and survival rates.
- The adopting entity is required to submit annual reports summarizing their involvement, financial contribution, activities supported, and community engagement.
- All relevant monitoring data, reports, and before/after photographs/videos will be uploaded onto the dedicated web portal for public access and transparency.

12. Termination

An MoU signed under this scheme may be terminated under the following conditions:

- **Mutual Agreement:** By mutual written consent of both HPFD and the adopting entity.
- **Notice:** Either party may terminate the MoU by providing at least 30 days' written notice to the other party.
- **Breach of Terms:** HPFD reserves the right to terminate the MoU immediately or with a shorter notice period in case of a significant breach of the agreed terms by the adopting entity, including but not limited to:

- Failure to provide funds as per the agreed schedule.
- Non-compliance with HPFD technical guidelines or approved project plan.
- Misuse of the land or involvement in unauthorized activities.
- Violation of forest laws, environmental laws, or any other applicable legislation.
- Failure to ensure adequate maintenance and protection of the plantation as agreed.
- Providing false or misleading information in the proposal or reports.

In the event of termination, all work completed shall be documented. Any assets created or funds remaining unspent (if managed by HPFD) or required for site restoration/completion shall be subject to review as per the MoU terms. Upon termination, all rights, benefits, and assets on the adopted land shall revert immediately to the Government of Himachal Pradesh.

13. Benefits & Incentives for Adopting Entities

Private entrepreneurs and entities participating in the **Rajiv Gandhi Green Adoption Yojana** derive several significant benefits:

- **Effective CSR Discharge:** Provides a structured, impactful, and verifiable avenue for fulfilling environmental sustainability obligations under CSR mandates, contributing directly to increasing forest cover and ecological restoration in Himachal Pradesh.
- **Enhanced Brand Value & Reputation:** Association with a significant state-level environmental initiative enhances the entity's corporate reputation, demonstrating environmental stewardship and social responsibility to stakeholders, customers, and the public.
- **Recognition as "Green Partner":** Opportunity to receive formal recognition from the Government of Himachal Pradesh as a "Green Partner", an official status that can be leveraged in corporate branding and communications.
- **Visibility & Publicity:** Agreed-upon visibility on the adopted site (via signage as per guidelines) and inclusion of project details and progress reports on the official HPFD web portal provides transparency and public acknowledgment of their contribution. HPFD will also support publicity efforts through media engagement, social media campaigns, and public events in coordination with the entity.
- **Employee Engagement:** Opportunity to involve employees in plantation drives and related activities, fostering a sense of purpose and team building while contributing to a good cause.
- **Contribution to State Goals:** Directly contributing to the environmental and ecological goals of Himachal Pradesh, supporting climate action, biodiversity enhancement, and sustainable development in the region.

- **Measurable Impact:** The scheme's robust monitoring framework, including GIS mapping and reporting, allows entities to track and report the tangible impact of their CSR investment (e.g., area planted, number of trees, estimated carbon sequestration) with credible data.

14. Community Involvement

Community involvement is a cornerstone of sustainable forest management. Adopting entities are strongly encouraged to integrate local communities into the project, potentially providing employment opportunities in activities such as site preparation, planting, watering, weeding, and acting as chowkidars for protection. Engaging local community institutions like Mahila Mandals, Yuvak Mandals, SHGs, and Panchayat representatives will foster ownership and long-term protection of the planted areas, while also contributing to local livelihoods.

15. Implementation Roadmap

The initial launch of the scheme is envisaged through the following steps:

1. **Development of Web Page/Portal:** Creation of a dedicated section on the HPFD website (hpforest.gov.in) under "Plantation under CSR".
2. **Updation of Web Page with Site Details and Estimates:** Concerned DFOs, under the supervision of the IT Lab, Shimla, populate the web page with details of identified sites (KML files, photos/videos before intervention, compartment history, culturable area) and site-specific tentative estimates for interventions (fencing, moisture retention, plantation cost, nursery cost, fire control, publicity, soil conservation, water/weed irrigation).
3. **Scheme Inauguration, EOI Publication, and Submission:** Formal launch of the scheme (e.g., by the Hon'ble CM), publication of the Expression of Interest (EOI) by the Direction Office, and commencement of proposal submission by interested parties.
4. **Proposal receipts:** Proposal are received.
5. **Signing of MoUs:** Execution of Memoranda of Understanding (MoUs) with selected interested parties.
6. **Initiation of Plantation Activities:** Commencement of ground-level plantation and associated activities in the designated forest areas by/under the supervision of HPFD, funded by the adopting entities.
7. **Initial Website Updation (Post First Year):** Updating the website with initial progress, photographs, drone footage, and videos after the first year of intervention.
8. **Subsequent Monitoring and Updation:** Continued monitoring, reporting, and website updation for the duration of the MoU (typically 5-7 years) and the overall scheme, as and when required.

16. Dedicated Web Portal (hpforest.gov.in)

A dedicated section on the HPFD website will serve as the primary platform for transparency, public disclosure, and information dissemination regarding the scheme. Its objectives are:

- To provide comprehensive information about the **Rajiv Gandhi Green Adoption Yojana**.
- To display the list of available degraded forest sites for adoption, including detailed site information (Circle-Division-Range-Block-Beat, Compartment History, Culturable Area, KML files, geo-referenced data).
- To publish site-specific tentative estimates for all proposed interventions to guide potential adopting entities.
- To showcase adopted sites, the adopting entities, and details of the signed MoUs.
- To present project progress through photos, drone footage, videos (before and after intervention), geotagged plant data, and monitoring reports.
- To display scheme achievements in graphical and statistical formats (e.g., number of sites available, number adopted, area covered).
- To serve as a resource for guidelines, forms, and contact information related to the scheme.

17. Memorandum of Understanding (MoU) Format

A formal Memorandum of Understanding (MoU) will be executed between the Himachal Pradesh Forest Department and the selected Adopting Private Entrepreneur/Entity. This MoU will serve as the principal document governing the adoption and project implementation for the specified site and duration. The format of the MoU will include, but not be limited to, the following key sections:

- **Title:** Memorandum of Understanding of **Rajiv Gandhi Green Adoption Yojana**.
- **Parties:** Clearly identifying the Himachal Pradesh Forest Department (acting through a designated official) and the Adopting Entity (with full legal name and address).
- **Date and Location:** Date of signing and place of execution.
- **Preamble:** Briefly stating the purpose of the MoU, referencing the **Rajiv Gandhi Green Adoption Yojana**, the entities' CSR commitment, and the specific site being adopted.
- **Scheme Reference:** Mentioning the name and objectives of the **Rajiv Gandhi Green Adoption Yojana**.
- **Site Description:** Detailed description of the adopted forest land, including its geographical location, area (in hectares), HPFD compartment/block details, and unique identification reference from the web portal.
- **Purpose and Scope of Work:** Explicitly outlining the agreed activities to be undertaken on the site, such as site preparation, fencing, soil and moisture conservation measures.

plantation (species, density), maintenance activities (weeding, watering, protection), controland signage. This section will refer to and incorporate the approved site-specific proposal.

- **Duration:** Specifying the time period for which the MoU is valid (typically 5 years from the date of signing, subject to renewal).
- **Financial Commitment:** Detail the total approved budget for the project duration and agreed-upon payment schedule by which the Adopting Entity will transfer funds to HPFD (or manage funds if executing directly, as per agreement).
- **Roles and Responsibilities:** A clear articulation of the specific roles and responsibilities of both HPFD (site provision, technical guidance, execution/supervision, monitoring protection post-MoU) and the Adopting Entity (funding, reporting, participation monitoring, publicity).
- **Monitoring and Reporting:** Define the mechanism for monitoring (joint visits, data collection, GIS), the frequency and format of reports to be submitted by each party, and the process for performance review.
- **Brand Promotion and Visibility:** Outline the terms under which the Entity can utilize the site for brand visibility (e.g., type, size, location of signage) and other publicity activities, adhering to HPFD guidelines and environmental aesthetics.
- **Non-Binding Clause:** (As per the format provided) State that the MoU reflects intentions and commitments in good faith, acknowledging its nature as an understanding rather than a strictly legally enforceable contract in its entirety.
- **Termination:** Detail the conditions and process for termination by either party, including notice periods and consequences (as outlined in Section 12).
- **Force Majeure:** Provisions addressing events beyond the control of either party.
- **Governing Law:** Specify that the MoU will be governed by the laws applicable in Himachal Pradesh.
- **Dispute Resolution:** Outline a mechanism for resolving any disputes arising from the MoU, preferably through mutual consultation and negotiation.
- **Amendments:** State that any amendments or modifications to the MoU must be in writing and signed by authorized representatives of both parties.
- **Signatures:** Space for authorized representatives of HPFD (e.g., concerned Conservator of Forests or other designated officer) and the Adopting Entity to sign, with names, designations, and organizational seals.

The specific details for each project site, including the final approved plan, budget, and timelines, will be annexed to and form an integral part of the signed MoU.

18. Miscellaneous

The Memorandum of Understanding to be signed under this scheme reflects the mutual intentions, commitments, and responsibilities agreed upon by both parties in good faith for collaboration.
