

Rural Land Contracting Law of the PRC

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Chapter I — General Provisions

Article 1 — This Law is enacted in accordance with the Constitution for the purposes of stabilizing and improving the two-tier management system based on household contract management and combining centralization with decentralization, granting farmers long-term and guaranteed land use rights, safeguarding the lawful rights and interests of the parties to rural land contracting, and promoting the development of agriculture and the rural economy and the harmony and stability of rural society.

Article 2 — For the purposes of this Law, rural land means arable land, forest land, grassland, and other land used for agriculture, owned collectively by farmers and by the state, and used collectively by farmers in accordance with the law.

Article 3 — The state shall implement the rural land contract management system. Rural land contracting shall be carried out by adopting the method of household contracting within the rural collective economic organizations, and land such as barren mountains, barren gullies, barren hills, and barren beaches that are not suitable for household contracting may be contracted by means such as tender, auction, and public consultation.

Article 4 — The state shall protect, in accordance with the law, the long-term stability of rural land contracting relationships. After the land is contracted, the state shall protect the right to land contract management. No organization or individual shall infringe upon the same. After the land is contracted, the original owner of the contracted land shall not change.

Article 5 — Members of rural collective economic organizations shall have the right to contract the rural land of the collective economic organizations in accordance with the law. No organization or individual shall deprive or illegally restrict the right of members of rural collective economic organizations to contract land.

Article 6 — Women shall enjoy equal rights with men in rural land contracting. The lawful rights and interests of women shall be protected in the course of contracting. No organization or individual shall deprive or infringe upon the right of women to contract land, nor shall they infringe upon the rights and interests that women should enjoy in accordance with the law on the ground of women's marriage, divorce, or widowhood.

Chapter II — Household Contracting

Section 1 — Rights and Obligations of the Contract-Issuing Party and the Contractor

Article 7 — The contract-issuing party for rural land shall enjoy the following rights: (1) contracting the land owned by the collective or owned by the state and used by the collective in accordance with the law; (2) supervising the contractor's reasonable use and protection of the land in accordance with the purpose agreed in the contract; and (3) other rights provided for by laws and administrative regulations.

Article 8 — The contractor shall enjoy the following rights: (1) the right to use and benefit from the contracted land and the right to the independent organization of production, operation, and disposal of products in accordance with the law; (2) the right to transfer the right to land contract management within the prescribed period of time in accordance with the law; (3) the right to appropriate compensation when the contracted land is lawfully expropriated or requisitioned; and (4) other rights provided for by laws and administrative regulations.

Article 9 — The state shall protect the contractor's right to land contract management. During the contract period, the contract-issuing party shall not adjust the contracted land. Under special circumstances such as serious damage to the contracted land due to natural disasters, appropriate adjustments may be made between individual peasant households in accordance with the law, provided that the approval of the members' meeting of the collective economic organization or two-thirds or more of the members' representatives is obtained, and the same is reported to the relevant authorities for approval.

Section 2 — Contract Period and Contract

Article 10 — The contract period for arable land shall be 30 years. The contract period for grassland shall be from 30 to 50 years. The contract period for forest land shall be from 30 to 70 years. After the expiration of the contract period provided for in the preceding paragraph, the contractor may continue to contract the land in accordance with the provisions of the state.

Article 11 — The contract-issuing party and the contractor shall enter into a written contract. The contract shall include the following terms: (1) the names of the contract-issuing party and the contractor, and the

names and domiciles of the representatives of both parties; (2) the name, location, area, and quality grade of the contracted land; (3) the contract period and the start and end dates; (4) the purpose of the contracted land; (5) the rights and obligations of the contract-issuing party and the contractor; and (6) liability for breach of contract.

Section 3 — Transfer of the Right to Land Contract Management

Article 12 — The right to land contract management may be transferred by means of subcontracting, leasing, swapping, and transfer, among other methods, in accordance with the law. The transfer of the right to land contract management shall be concluded by a written contract, and both parties shall agree on the transfer method, duration, and transfer fee.

Article 13 — The contractor shall have the right to decide on his or her own to transfer the right to land contract management in accordance with the law. No organization or individual shall force or obstruct the contractor from transferring the right to land contract management. The transfer fee for the right to land contract management shall belong to the contractor, and no organization or individual shall intercept or deduct the same without authorization.

Chapter III — Other Methods of Contracting

Article 14 — Rural land that is not suitable for household contracting, such as barren mountains, barren gullies, barren hills, and barren beaches, may be contracted through tender, auction, public consultation, and other means, and the contract shall be entered into by a written contract. Where the contractor of such land is not a member of the collective economic organization, the consent shall be obtained in advance from the members' meeting of the collective economic organization or two-thirds or more of the members' representatives, and the same shall be reported to the township or town people's government for approval.

Article 15 — The contractor who contracts land through tender, auction, public consultation, or other means shall, after obtaining the right to land contract management in accordance with the law, have the right to transfer, contribute as capital contribution, mortgage, or otherwise dispose of the right to land contract management, provided that the land is contracted and operated in accordance with the law and with the consent of the contract-issuing party.

Chapter IV — Settlement of Disputes and Legal Liability

Article 16 — Disputes arising from the right to land contract management may be resolved through the following means: (1) negotiation between the parties; (2) mediation by villagers' committees or township or town people's governments; (3) application to a rural land contract arbitration institution for arbitration; or (4) direct filing of a lawsuit with a people's court.

Article 17 — Where the contract-issuing party commits any of the following acts, it shall bear civil liability such as ceasing the infringement, returning the original property, restoring the original state, removing the obstruction, eliminating the danger, and compensating for losses: (1) interfering with the business autonomy rights enjoyed by the contractor in accordance with the law; (2) adjusting the contracted land in violation of the provisions of this Law; (3) forcing or obstructing the contractor from transferring the right to land contract management; or (4) other acts infringing upon the right to land contract management.

Article 18 — Where a contractor damages the contracted land or agricultural resources by using the contracted land for non-agricultural construction or by using the contracted land in violation of the purpose agreed in the contract, the contract-issuing party shall have the right to stop such acts and require the contractor to compensate for the losses caused thereby.

Chapter V — Supplementary Provisions

Article 19 — The land contract management of state-owned agricultural enterprises, agricultural technology extension institutions, and other units may be carried out with reference to the provisions of this Law.

Article 20 — This Law shall enter into force on March 1, 2003.

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