

PRC Rural Land Contracting Law

~~Adopted by the Standing Committee
of the National People's Congress
August 29, 2002 Legislative Draft Revisions~~
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Unofficial ~~RDI~~Landesa Translation

Section I General Principles

Article 1 In accordance with the Constitution, this law is set forth to stabilize and perfect the unified system of dual-level operation with household contracting as its foundation, to give farmers long-term and secured land use rights, to protect the legal rights and interests of the parties to rural land contracting ing and operations, promote agriculture, the development of the rural economy, and social stability in rural areas.

Article 2 The term "rural land" used herein shall refer to arable land, forest land, grassland, and other types of land used for agriculture which are owned by farmer collectives or owned by the State and used by farmer collectives in accordance with law.

Article 3 The State shall establish and operate a system for the contractual operation of rural land.

Rural land contracting shall adopt the method of contracting to households within the rural collective economic entity, but for wasteland and other types of rural land that are unsuitable for household contracting, competitive bidding, auction, public negotiation, and other methods of contracting may be employed.

~~**Article 4** The nature of ownership of rural land shall not be changed as a result of contracting. Contracted land cannot be bought and sold.~~

The State shall provide legal protection for the long term ~~long-term~~ stability and long-term constancy of rural land contracting relationship.
~~The nature of ownership of rural land shall not be changed as a result of contracting. Contracted land cannot be bought and sold.~~

~~**Article 4**~~ **Article 5** Members of rural collective economic entity have the right to contract and operate ~~rural~~ land that is contracted out ~~allocated through contracting~~ by their own rural collective economic entity, and to enjoy land contracting and operation rights.

The land contracting and operation rights of members of the rural collective economic entities shall not be deprived or illegally restricted by any unit or individual.

Non-members of the collective economic entity, except in the circumstances provided in Section III of this law, shall not contract land that is contracted out by allocated through contracting by the rural collective economic entity and shall not enjoy land contracting and operation rights, but may could legally acquire land operation right through land transaction.

Article 6 Land contracting and operation rights obtained through by household contracting shall be bifurcated separated into land contracting right and land operation right in transaction.

Land contracting right refers to the right to contract land in accordance with law that is enjoyed by members of the rural collective economic entity in accordance with law.

Land operation right refers to the right to, within a certain time limit, occupy contracted land for autonomously organizing production, cultivation and disposing of products and for earning corresponding incomes from the land. e to produce, to farm, and to manage products, and obtain corresponding income.

~~Article 5~~ Article 7 Men and women shall enjoy equal rights with respect to the contracting of rural land. The legal rights of women shall be protected in the contracting process, and women's rights to contracting land shall not be deprived or illegally restricted by any unit or individual.

~~Article 6~~ Article 8 Contracting and operating of rural land shall uphold the principles of openness, equality, and fairness, and shall properly balance the interests of the State, the collectives, and individuals.

~~Article 7~~ Article 9 Contracting of rural land shall respect national laws and regulations and ensure the reasonable development and sustainable use of land resources. During the contracting period, contracted land may not be used for non-agricultural construction without approval.

The State encourages farmers and rural collective economic units to increase investments on land, increase soil fertility and increase agricultural productivity.

~~Article 8~~ Article 10 The State shall protect the ownership legal rights and interests of collective land and the land contracting rights and land operation rights owners ~~and protect the contracting and management rights of land contracting households~~ from being violated by any unit or individual.

~~Article 9~~ Article 11 ~~The State shall protect voluntary, compensated transfers of land contracting and operation rights conducted by contracting parties in accordance with law.~~

~~Article 10~~ Article 11 The administrative agencies responsible for agriculture and forestry within the State Council shall be separately responsible for national leadership and management of rural land contracting and contract management in accordance with the responsibilities assigned by the State Council. The administrative agencies for agriculture and forestry at the county level or higher shall be separately responsible for rural land contracting and contract management

within their particular administrative jurisdiction in accordance with their respective responsibilities. The township government shall be responsible for rural land contracting and contract management within its administrative jurisdiction.

Section II Household Contracting

Sub-Section I The Rights and Obligations of the Contract Issuers and Contracting Parties

~~Article 11~~**Article 12** For collectively owned land that is owned by village farmer collective in accordance with law, land contract shall be issued by the village collective economic entity or the village committee; for land collectively owned by two or more collective entities within the village, land contract shall be issued by such collective entities or villager groups. Where land contract is issued by the village collective economic entity or village committee, land ownership by various collective economic entities within the village shall not be changed.

For the land owned by the State and used by farmer collective in accordance with law, land contracts shall be issued by collective economic entity, village committee or villager group that uses such land.

~~Article 12~~**Article 13** The contract issuing party shall enjoy the following rights:

1. to issue contracts for land that is owned by the farmer collective or owned by the State and used by the collective in accordance with law;
2. to supervise the contracting household's reasonable use and protection of the land in accordance with the land contract;
3. to prevent any action by the contracting household that damages the contracted land or agricultural resources;
4. other rights that are set forth in laws and administrative regulations.

~~Article 13~~**Article 14** The contract issuing party shall have the following obligations:

1. to protect the land contracting and operation rights of contracting households, and not illegally alter or terminate the land contract;
2. respect the sovereignty of contracting households with respect to productive operation, and not interfere with the normal production management operations undertaken by contracting households in accordance with law;
3. provide production, extension, and information services to

contracting
households as set forth in the land contract;

4. execute comprehensive land use planning at the county and township levels, and organize the construction of basic agricultural infrastructure within the collective economic entity;
5. other obligations that are set forth in laws and administrative regulations.

~~Article 14~~ Article 15 The contracting party for household contracts shall be farm households within the collective economic entity.

~~Article 15~~ Article 16 The contracting party shall enjoy the following rights in accordance with law:

1. the rights to use, profit from, and ~~transact contracted land~~ transfer land contracting and operation rights, and the right of autonomy over production operations and disposition of products;
2. when contracted land is expropriated, requisitioned, or occupied in accordance with law, the right to receive the corresponding compensation as provided by law; when operation right to contracted land is transferred, the right to receive relevant ~~relevant~~ corresponding compensation in accordance with law for any investments that have increased the productivity of the land at the time of transacting land operation right;
3. other rights that are set forth in laws and administrative regulations.

~~Article 16~~ Article 17 The contracting party shall have the following obligations:

1. preserve the agricultural use of the land, and not use it for non-agricultural purposes;
2. protect and reasonably use the land in accordance with law, and not cause permanent damage to the land;
3. other obligations as set forth in laws and administrative regulations.

Sub-Section II Principles and Procedures for Contracting

~~Article 17~~ Article 18 Land contracting should respect the following principles:

1. at the time of organizing land contracting according to uniform rules, members of the collective economic entity should be granted equal rights to contracted land in accordance with law; members may also voluntarily forfeit their right to contracted land;
2. democratic consultation, reasonableness, and fairness should be observed;
3. in accordance with the rules of Article 12 of this law, the land contracting plan must be approved by 2/3 of the Villager Assembly or 2/3 of Villager Representatives;
4. the contracting process should be in accordance with law.

~~Article 18~~ Article 19 Contracting of land should be completed in accordance with the following procedures:

1. members of the collective economic entity should elect a contracting work group at a Villager Assembly Meeting;
2. the contracting work group shall set and announce the land contracting plan in accordance with relevant laws and regulations;
3. a meeting of the Villager Assembly or Villager representatives shall be convened to discuss and adopt the contracting plan;
4. the contracting plan shall be implemented through openly and publicly organized activities;
5. signing of contracts.

Sub-Section III The Length of the Contracting Term and Land Contracts

Article 20 The contract term for arable land shall be 30 years. The contracting term for grassland shall be 30 to 50 years. The contracting term for forestland shall be 30 to 70 years.

~~The contract term for arable land provided by the preceding clause shall be extended by 30 years after expiration. The contracting term for special types of forestland may be extended to even longer periods based on the approval of State Council administrative departments responsible for forestry.~~

~~Article 19~~ Article 21 The contract issuing party shall sign a written contract with the contracting household.

Contracts shall generally contain the following provisions:

1. The names of contract issuing party and the contracting household, and the names and addresses of the person responsible for contract issuance and the representative of the contracting household;
2. The name, location, area, and quality of the contracted land;
3. The contract term, including starting and ending dates;
4. The use of the contracted land;
5. The rights and obligations of the parties to the contract;
6. Liabilities for breach of contract.

~~Article 20~~Article 22 The contract shall be valid from the date of its formation. The contracting party shall receive land contracting and operation rights from the time that the contract becomes valid.

~~Article 23~~ The People's Government at the county level or higher~~The State~~ shall apply uniform registration for arable land, forestland, and grassland, which shall be specifically prescribed by administrative laws and regulations.

Land contracting and operation right certificates, forest land-right certificates, and other certificates, shall include all family members who have the land contracting right. issue written land contracting and operation certificates or forest land right certificates, and register these rights in order to reaffirm land contracting and operation rights.

The rural land registration system shall not collect any fees other than fees to recover the cost of such certificate when land contracting and operation certificate or forestry certificate is issued.

~~Article 21~~Article 24 After the contracts have become valid, the contract issuing party may not, due to changes to the identity of the person responsible for contract issuance, alter or terminate the contract, or change or alter the contract due to the division or merger of collective economic entities.

~~Article 22~~Article 25 State organs or their employees may not use their authority to illegally interfere with the contracting of rural land, or to alter or terminate land contracts.

Sub-Section IV Protection and Assignment of Land Contracting and Operation Rights

~~Article 23~~Article 26 During the contract term, the contract issuing party may not take back the contracted land.

~~During the contract term, when the entire household of the contracting party establishes residence in a small township, The land contracting and operation rights of farmers who migrate to cities for work may shall be retained-maintained, and giving up land contracting right shall not be used as the condition for farmers to move to and settle in cities. at his will or transferred in accordance with law. Whether to retain land contracting and operation rights or not shall be decided by the farmers instead of anyone else.~~

~~During the contract term, wWhere the entire household of the contracting party moves to and settles in a city or township, being included in the affordable-housing system and the social security network, and losing the membership of rural collective economic entity, assignment of land contracting right and interests shall be supported and guided.
-composed of administrative districts and changes household registration to non-agricultural registration, the contracting party shall surrender his contracted arable land and grassland to the contract issuing party. If the contracting party refuses to surrender his contracted land, the contract issuing party may withdraw the contracted arable land or grassland.~~

During the contract term, when the contracting party surrenders his land, the contract issuing party shall make appropriate compensation to the contracting party for the investment he has made on his contracted land to increase its land productivity.

~~Article 24~~ Article 27 During the contract term, the contract issuing party shall not readjust contracted land.

~~During the contract term, in cases of where a natural disaster has seriously damaged contracted land and other special circumstances and serious conflicts, and an appropriate readjustment of arable land or grassland between isolated households is necessary, the principle of maintaining the stability of land contracting and avoiding prohibiting massive reallocation -disorganizing or redistributing land shall be followed, and the approval of 2/3 of the members of the Village Assembly or 2/3 of the Villager Representatives must be obtained, as well as approval by the township government and the county government administrative unit responsible for agriculture. The terms of any land use right contracts stipulating that readjustments shall not be conducted must be honored.~~

~~Local regulations shall be specifically formulated by pProvinces, autonomous regions, and province-level municipalities may promulgate regulations on specific measures related to such matters..~~

~~Article 25~~ Article 28 The following types of land shall be used in readjustments of contracted land or contracted to newly added population within the village:

1. Flexible land that has been reserved by the village collective in accordance with law;
2. Land that has been added through reclamation and other methods in accordance with legal methods;

3. Land that has been retrieved by contract issuing parties in accordance with law and land that has been returned by contracting parties voluntarily ~~and~~ in accordance with law.

~~Article 26~~ Article 29 During the contract term, the contracting household may voluntarily return the land to the contract issuing party. The contracting household shall notify the contract issuing party in writing six months in advance of returning the land to the contract issuing party. Contracting parties who return their land during the contract term shall not have the right to demand additional contract land during the contract term.

~~Article 27~~ Article 30 During the contract term, when a married woman has not received contracted land in her new village of residence, the contracting issuing party may not take back her originally contracted land; when a woman is divorced or widowed, the contract issuing party may not take back her contracted land if she resides in her original village of residence, or resides in her new village of residence but has not received contracted land in that village.

~~Article 28~~ Article 31 The interests deserved by the contracting party may be inherited in accordance with the Inheritance Law.

Upon the death of a contracting party to forest land, the heirs may continue to contract the land for the remainder of the contracting term.

Article 32 For the convenience of farming or other reasons, contracted land of the same collective economic entity may be exchanged between contracting parties.

Article 33 Upon approval by the contract issuing party, contracting parties may assign part or all of their contracted land to another farm household of the collective economic entity, and thereby establishing with a new contracting relationship formed between that household and the contract issuing party, and a terminating ~~of~~ the contracting relationship between the contract issuing party and the original contracting party.

Article 34 After exchange or assignment of contracted land within the collective economic entity, and the parties request registration of the transaction, an application should be submitted to the People's Government at the County Level or higher. If not registered, the rights shall be subject to the good faith claims of a third party.

Sub-Section V Protection and Transactions Involving of Rural Land Contracting and Operation Rights and Transactions of Such Rights

~~Article 29~~ Article 35 Rural Land contracting and operation rights obtained through household contracting may be ~~transferred~~, leased (~~transferred~~), exchanged, ~~assigned~~ invested contributed in exchange for shares of equity as shares, or transacted by other means in accordance with law.

~~Article 30~~ **Article 36** Transactions involving land ~~contracting and~~ operation rights must follow the following principles:

1. ~~equal consultation in accordance with law~~ legality, voluntariness and with compensation. No units or individual may compel or obstruct ~~the contracting party from engaging in the~~ transactions of his land ~~contracting and~~ operation rights;
2. land ownership and agricultural land use shall not be changed; the overall agricultural production capacity and the agricultural ecological environment shall not be damaged;
3. the term of transfer shall not exceed the remaining term of the contract period;
4. the transferee shall have ability to engage in agricultural operation;
5. under equal conditions, members of the collective economic entity shall possess priority rights.

The contract issuing party and the contracting party shall perform the transaction contract in accordance with law, and shall respect the rights acquired by a third party in accordance with law and the transaction contract.

~~Article 37~~ **Article 37** ~~The contracting party shall be the unit for transactions involving land contracting and operation rights.~~ The contracting party possesses the legal right to decide for one's own as to whether or not to transact land ~~contracting and~~ operation rights, and as to the form of the transaction.

Upon agreement in writing by ~~To improve the agricultural production efficiency, where there is a third party with written agreement from the contracting party or its~~ the authorized agent of the contracting party and notification of the collective economic entity, the holder of ~~is notified, the~~ operation right to ~~of the~~ contracted land may be re-transacted to improve agricultural efficiency ~~can be~~ transacted again.

With ~~Upon~~ agreement of ~~from~~ the contracting party, the holder of operation rights ~~a third party can~~ may, in accordance with law, invest ~~to~~ in improving soil, construct ~~necessary~~ ancillary facilities for agricultural production, and receive proper compensation for the investment according to the contract.

Article 31 The People's Government at the county level or higher shall establish the system of eligibility ~~assessment~~ review, project review, and risk prevention for transactions of land operation right ~~by~~ involving social capital such as industrial and commercial enterprises. The collective economic entity may charge proper administration fees in case that social capital such as industrial and commercial enterprises obtains land operation right by transaction. Specific regulations shall be formulated by the administrative departments of agriculture and forestry of the State Council.

Article 32 During the contract term, the contract issuing party shall not unilaterally terminate the contract, or make use of the minority submitting to the majority to compel the contracting party to relinquish or alter its contracting and operation rights, or under the guise of delineating "consumption land" and "responsibility land" take back contracted land for contracting through auction, or

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~~take back contracted land to offset the money that the contracting party owes.~~

~~Article 33~~ Article 38 Any transfer fees, rents, ~~assignment fees~~ equity value of shares, etc. from transactions involving land ~~contracting and~~ operation rights shall be set through negotiations between the parties. The interests from any transaction, except in the circumstance provided in Article 37 of this law, shall be retained by the contracting party, and any unit or individual shall not unilaterally intercept or reduce such interests.

~~Article 34~~ Article 39 Upon ~~transfer~~, lease (transfer), ~~investment~~ contribution in exchange of equity as shares, ~~exchange, assignment~~, or other form of transaction involving land ~~contracting and~~ operation rights, the parties shall execute a written contract. ~~Upon assignment, the approval of the contract issuing party must be obtained; for transfers, lease, exchange, or other forms of transaction, and~~ the contract issuing party shall be notified.

The transfer contract of land ~~contracting and~~ operation rights shall generally include the following elements:

1. Name of address of each of both parties;
2. Name, location, area and land quality class of the land for transfer;
3. The term of transfer and the starting and ending dates of the transfer contract;
4. Use of the land to be transferred;
5. Rights and obligations of both parties;
6. Price of the transfer and the payment method;
7. Ownership of compensation for attachments to and greenstanding crops on the land when the land is expropriated or requisitioned in accordance with law;
8. Liability of breach of the contract.

~~Article 35~~ — When land ~~contracting and operation rights are exchanged or assigned, and the parties request registration of the transaction, an application should be submitted to the People’s Government at the County Level or higher. If not registered, the rights shall be subject to the good faith claims of a third party.~~

~~Article 36~~ Article 40 After ~~t~~the contracting party ~~may transfer or lease~~ transacts ~~his~~ operation right to ~~his contracting rights to~~ all or part of his contracted land to a third party for a specified period of time, ~~t~~the contracting relationship between the contracting party and the contract issuing party shall not be changed, and the land contracting right of the contracting party shall not be changed.

Where a third party changes the agricultural use of contracted land without authorization, abandons farmland for more than two consecutive years, or seriously damages the contracted land or the ecological environment of contracted land, the contract issuing party or the contracting party has the right to ~~claim to~~ terminate the land operation right transaction contract and ~~to~~ retrieve the land operation right. The third party shall pay Compensation for the damages to the contracted land and ecological environment caused by the third party shall be charged.

Where the contracting party engages in a transaction with a term of less than one year, a written transfer contract is not required.

~~Article 37~~ — For the convenience of farming or other reasons, land contracting rights may be exchanged between members of the same collective economic entity.

~~Article 38~~ — Contracting parties with stable non-agricultural employment or stable income sources, upon approval by the contract issuing party, may assign part or all of their contracting rights to another farm household for engaging in agricultural production, with a new contracting relationship formed between that household and the contract issuing party, and a termination of the contracting relationship between the contract issuing party and the original contracting party.

Article 41 — In order to develop the agricultural economy, contracting parties may voluntarily join their land ~~contracting and~~ operation rights as stock shares for the purpose of engaging in cooperative agricultural production and agricultural industrialization management.

~~Article 39~~Article 42 — The contracting party ~~can~~ use land operation right as collateral for financing through ~~financing guarantees to~~ financial institutions. The third party who has acquired ~~land operation right obtained by a third party through transaction~~ may use land operation right as collateral for financing through financial institutions upon ~~with~~ written agreement from the contracting party or its ~~the authorized agent of the contracting party~~, can be used as ~~financing guarantees to~~ financial institutions. Specific regulations shall be formulated by relevant departments of the State Council

~~Article 40~~ — At the time of any transactions involving land contracting and operation rights, the contracting party shall have the right to receive relevant compensation for any investments that have increased the productivity of the land.

Chapter III Other Forms of Contracting

~~Article 41~~Article 43 — The rules of this chapter shall apply to competitive bidding, auction, public negotiation, and other forms of contracting with respect to rural land, such as waste mountains, waste gullies, waste hills and waste riverbeds, that are unsuitable for household contracting.

~~Article 42~~Article 44 — Where other forms of rural land contracting are employed, a written contract shall be signed. The rights and obligations of both parties, contract period and other matters may be decided through consultation between two parties. Where the land is contracted through competitive bidding and auctions, contract fees shall be determined through a public bidding process. Where the land is contracted through public negotiation or other channels, the contract fee shall be determined through negotiation.

~~Article 43~~Article 45 — Waste mountains, waste gullies, waste hills and waste riverbeds may be contracted through competitive bidding, auction, negotiation or other channels. They may also be contracted for operation or for joint stock

cooperation after the contracting rights to such land are distributed to the members of the collective economic entity.

Contractors of wastelands must respect relevant laws and administrative regulations, prevent soil erosion, and protect the environment.

~~Article 44~~**Article 46** Under equal conditions, members of the collective entity shall have priority rights to rural land contracted through other forms of contracting.

~~Article 45~~**Article 47** Where the contract issuing party contracts rural land to a unit or individual outside of the collective economic entity, the approval of 2/3 of the Villager Assembly or 2/3 of the Village Representatives, as well as the approval of the township government, must be obtained prior to such contracting.

Where the land is contracted to a unit or an individual outside of the collective economic entity, the contract shall be entered into upon verification of the contracting party's credit standing and operation ability.

~~Article 46~~**Article 48** Upon registration in accordance with law and issuance of written Land Contracting and Operation Certificate, or Forest Right Certificate for rural land that has been contracted through competitive bidding, auction, or public negotiation or other forms of contracting, the contracting and operation rights to such land may be assigned, leased, contributed as stock, mortgaged, or transacted by other means.

~~Article 47~~**Article 49** Upon the death of a contractor of rural land that has been contracted through competitive bidding, auction, or public negotiation or other forms of contracting, the interests to which he is entitled may be inherited in accordance with the Inheritance Law; during the contract term, the heirs may continue to contract the land.

Chapter 4 Dispute Resolution and Legal Liabilities

~~Article 48~~**Article 50** Where disputes arise concerning contracting and operation rights, the two parties may resolve the dispute through consultation and may also request mediation by the Village Committee or the township government.

Where the parties are unwilling to engage in consultation or mediation, or consultation or mediation have been unsuccessful, they may apply for arbitration by the land contracting arbitration body, or may directly file suit with the People's Court.

~~Article 49~~**Article 51** If the parties are unsatisfied with the ruling of the land contracting arbitration body, they may file suit in the People's Court within 30 days of receipt of the arbitration ruling. If suit is not filed during this period, the arbitration ruling shall be legally binding on the parties.

~~Article 50~~ Article 52 Any unit or individual who violates the contracting and operation rights of the contracting party or the operation right of a third party shall be subject to civil liabilities.

~~Article 51~~ Article 53 If the contract issuing party is engaged in any of the following behavior, it shall be responsible for: ceasing the violation, returning the original thing, restoring the original situation, eliminating the harm, removing the danger, compensating for damages, and other civil liabilities:

1. interfering with the legally protected production autonomy of contracting parties;
2. violating the rules concerning the taking back or readjustment of land as provided for by this law;
3. compelling or impeding ~~preventing contracting parties from engaging in~~ transactions of contracted land ~~operation and management rights~~;
4. compelling contracting parties to surrender or alter their contracting and operation rights for transactions of contracted land ~~fers of such rights~~ under the guise of minority obeying majority;
5. conducting contracting through competitive bidding under the guise of designating land as “consumption land” and “responsibility land”;
6. taking contracted land back to offset the money that contracting parties owe;
7. depriving women of, or violating, the land contracting and operation rights legally enjoyed by women;
8. other behavior that violates the contracting and operation rights of contracting parties.

~~Article 52~~ Article 54 Any provisions of land contracts that are against the wishes of the contracting party or violate the mandatory rules in law or administrative regulations with respect to taking-back or readjustment of land, shall be deemed invalid.

~~Article 53~~ Article 55 If one of the parties fails to meet the obligations specified in the contract or meets the obligations in a manner inconsistent with the agreement, he shall bear civil liabilities in accordance with the PRC Contract Law.

~~Article 54~~ Article 56 If any unit or individual compels transaction of contracted land, ~~the contracting party to engage in a transaction of land contracting rights~~, that transaction shall be deemed invalid.

~~Article 55~~ Article 57 If any unit or individual illegally intercepts or reduces the profits of the contracting party in a transaction of contracted land ~~contracting rights~~, the profits must be returned to the contracting party.

~~Article 56~~ Article 58 The violation of land management laws, illegal takings of land or embezzlement or improper use of compensation for land taking shall constitute a crime and shall be subject to criminal penalties; if the crime results in damages to any other party, payment of damages and other compensation shall apply.

~~Article 57~~Article 59 Where the contracting party or a third party illegally uses the land for non-agricultural construction, fines shall be imposed in by the local People's Government at the county level or higher in accordance with relevant laws.

Where the contracting party or a third party permanently damages the contracted land, the contract issuing party shall have the right to terminate the contracting party's rights, and shall have the right to require compensation ~~from the contracting party~~ for the resulting damages.

Where the contracting party abandons its contracted land for more than two consecutive years, the contract issuing party may collect fees and use the fees for cultivation on the land; where the contracting party abandons its contracted land for more than three consecutive years, the contract issuing party may tack bak the contracted land for recontracting in accordance with legal procedures.

~~Article 58~~Article 60 Where State units or personnel use their official capacity to interfere with rural land contracting, to change or alter land contracts, interfere with the legally protected production autonomy rights of the contracting party or a third party, or compel or ~~prevent-impede~~ the contracting party or a third party from engaging in transactions of contracted land~~-contracting rights, or other behavior that constitutes a violation of rural land contracting rights,~~ and it results in damages ~~on the part of the contracting party~~, they should bear the responsibility for compensation; in cases of serious violations, they should be subject to administrative penalties from upper level organs or their own work unit; in case where the behavior constitutes a crime, they shall be subject to criminal penalties.

Chapter V Additional Provisions

~~Article 59~~Article 61 The contracting of land that has already been contracted in accordance with national rules governing rural land contracting prior to the implementation of this law, including land which has been contracted for periods longer than those specified by this law, shall continue to be in effect following the implementation of this law, and does not need to be recontracted. Where land contracting right certificates or forest right certificates have not been issued they should be issued.

~~Article 60~~Article 62 Flexible land that has been reserved prior to the implementation of this law should not exceed five percent of the collective economy entity's total land area. Where the amount of flexible land reserved is less than five percent, no additional reserving of flexible land shall be permitted.

~~Article 61~~Article 63 The Standing Committee of the People's Congress of each province, autonomous region and provincial-level municipality may promulgate implementing regulations in accordance with this law and the practical situation in its administrative jurisdiction.

Article 64 Principles and procedures for determining the membership of a rural collective economic entity and other matters related to such determination shall be prescribed by laws and regulations.

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~~Article 62~~ Article 65 This [law-revision](#) shall be effective as of [x month x date, x year](#) [March 1, 2003](#)