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Law of the People's Republic of China on Land Contract in Rural Areas

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Order No. 17 of the President of the People's Republic of China

The Decision of the Standing Committee of the National People's Congress on Revising the "Law of the People's Republic of China on Land Contract in Rural Areas", adopted at the Seventh Session of the Standing Committee of the 13th National People's Congress of the People's Republic of China on December 29, 2018, is hereby promulgated and shall take effect as of January 1, 2019.

President of the People's Republic of China Xi Jinping

December 29, 2018

Law of the People's Republic of China on Land Contract in Rural Areas

(Adopted at the 29th Meeting of the Standing Committee of the Ninth National People's Congress on August 29, 2002, amended for the first time in accordance with the Decision of the Standing Committee of the National People's Congress on Revising Certain Laws adopted at the 10th Session of the Standing Committee of the 11th National People's Congress on August 27, 2009 and amended for the second time in accordance with the Decision of the Standing Committee of the National People's Congress on Revising the "Law of the People's Republic of China on Land Contract in Rural Areas" adopted at the Seventh Session of the Standing Committee of the 13th National People's Congress of the People's Republic of China on December 29, 2018)

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Chapter I: General Provisions

Article 1 In accordance with the Constitution, this Law is enacted for the purposes of solidifying and improving the two-tier management system that combines centralized and decentralized management on the basis of household contractual operation, maintaining the stability and permanency of land contractual relationship in rural areas, safeguarding the legitimate rights and interests of the parties to land contracts in rural areas, and promoting the development of agriculture and rural economy as well as the social harmony and stability in rural areas.

Article 2 For purposes of this Law, land in rural areas includes the arable land, forestlands and grasslands owned collectively by the peasants and by the State and used collectively by the peasants according to law, as well as other lands used for agriculture according to law.

Article 3 The State applies the contractual management system in respect of land in rural areas.

Land contract in rural areas shall take the form of household contract within the collective economic organizations in the countryside, while such land in rural areas as barren mountains, gullies, hills and

beaches, which are not suited to the form of household contract, may be contracted in such forms as bid invitation, auction and public consultation.

Article 4 After the land in rural areas is contracted, the nature of ownership of the land shall remain unchanged. The contracted land may not be purchased or sold.

Article 5 Members of the collective economic organizations in rural areas shall, according to law, have the right to undertake rural land contracts with their own collective economic organizations that give out the contracts.

No organizations or individuals may deprive the members of the rural collective economic organizations of their right to undertake contracts or illegally restrict such right.

Article 6 In undertaking land contracts in rural areas, women shall enjoy equal rights with men. The legitimate rights and interests of women shall be protected in contract. No organizations or individuals may deprive their rights to land contractual management, which they are entitled to, or infringe upon such right.

Article 7 In land contract in rural areas, the principles of openness, fairness and impartiality shall be adhered to and the relationship of interests among the State, the collective and the individual shall be correctly handled.

Article 8 The State protects the legitimate rights and interests of the owners of the collective land and the right of the contractors to land contractual management, which no organizations and individuals may infringe upon.

Article 9 After contracting the land, the contractor shall enjoy the right to contractual operation of the land and may conduct operation itself or circulate the land operation right to its contracted land for operation by others while reserving the land contractual right.

Article 10 The State protects the legal, voluntary and compensatory circulation of land operation right by contractors and protects the legitimate rights and interests of the holders of land operation rights which shall not be infringed upon by any organizations and individuals.

Article 11 In contractual operation of land in rural areas, laws and administrative rules and regulations shall be observed, and the rational development and sustainable use of land resources shall be protected. Without approval in accordance with the law, no contracted land may be used for non-agricultural development.

The State encourages the increase of input in land, improvement of soil fertility and enhancement of the agricultural production capacity.

Article 12 The competent departments for agriculture and rural affairs, forestry and grassland under the State Council shall, according to their respective functions and duties prescribed by the State Council, be responsible for providing guidance to the administration over contractual operation of land in rural areas and contractual operation contracts nationwide.

The competent departments for agriculture and rural affairs, forestry and grasslands, etc. under the local people's governments at or above the county level shall, according to their respective functions and duties, be responsible for administration over contractual operation of land in rural areas and contractual operation contracts within their respective administrative areas.

The township (town) people's governments shall be responsible for the administration over contractual operation of land in rural areas and contractual operation contracts within their respective administrative areas.

Chapter II: Household Contract

Section 1: Rights and Obligations of the Party Contracting out the Land and of the Contractor

Article 13 Where the land owned collectively by the peasants belongs, in accordance with law, to collective ownership by the peasants in a village, contracts shall be given out by the collective economic organization of the village or the villagers committee; where the land is already owned collectively by the peasants of more than two rural collective economic organizations in a village, contracts shall be given out respectively by the said organizations or villagers groups in the village. Where contracts are issued by the rural collective economic organizations or villagers committees in a

village, the ownership of the land owned collectively by the peasants of the collective economic organizations in the village shall remain unchanged.

Where rural land owned by the State but is used collectively by the peasants according to law, contracts shall be issued by the rural collective economic organizations, villagers committees or villagers groups that use such land.

Article 14 The party contracting out the lands shall enjoy the following rights:

- (1) giving out contracts for the rural land owned by the collective to which the party belongs or owned by the State but is used by the said collective according to law;
- (2) exercising supervision over the rational use and protection of the land by the contractor in keeping with the purpose of use agreed upon in the contract;
- (3) stopping the contractor from damaging the contracted land and agricultural resources; and
- (4) other rights provided for by laws and administrative rules and regulations.

Article 15 The party contracting out the land shall have the following obligations:

- (1) maintaining the right of the contractor to land contractual management, and refraining from illegally modifying and revoking the contract.
- (2) respecting the contractor's right to make its own decision on production and operation, and refraining from interfering with the normal production and operation conducted by the contractor according to law;
- (3) providing the contractor services in respect of production, technology, information, etc. as agreed upon in the contract;
- (4) carrying out the overall plan for land use worked out by the people's government of the county or township (town) and making arrangements for the construction of agricultural infrastructure within its own collective economic organization; and
- (5) other obligations provided for in laws and administrative rules and regulations.

Article 16 The contractor of a household contract shall be the peasant household of the collective economic organization concerned.

Family members in a peasant household shall enjoy on equal basis various rights and interests in contracted land in accordance with the law.

Article 17 The contractor shall enjoy the following rights:

- (1) Enjoying in accordance with law the rights to use and gain proceeds from the contracted land and having the right to organize at its own discretion production and operation as well as the disposition of the products;
- (2) Exchanging or transferring the right to contractual operation of land in accordance with the law;
- (3) Circulating the land operation right in accordance with the law;
- (4) Having the right to obtain in accordance with the law appropriate compensation in case of requisition, expropriation or occupation of the contracted land in accordance with the law; and
- (5) Other rights prescribed by laws and administrative regulations.

Article 18 The contractor shall have the following obligations:

- (1) Maintaining the agricultural purposes of land and refraining from using land for non-agricultural development without approval in accordance with the law;
- (2) protecting and rationally using the land in accordance with law, and refraining from causing permanent damage to the land; and
- (3) other obligations provided for in laws and administrative rules and regulations.

Section 2: Principles and Procedures for Contracting

Article 19 The following principles shall be abided by in the contracting of land:

- (1) when arrangements are made for undertaking contracts in accordance with relevant provisions,

members of the same collective economic organization shall, according to law and on an equal footing, exercise the right to contract land, and they may, of their own free will, give up such right;

(2) democratic consultation, fairness and equitableness;

(3) in accordance with the provisions of Article 12 of this Law, the contracting plan shall, according to law, be subject to consent by not less than two-thirds of the members of the villagers assembly of the collective economic organization concerned or of the villagers' representatives; and

(4) the contract procedures conform to the provisions of law.

Article 20 Land shall be contracted out in accordance with the following procedures:

(1) a contract-working team shall be elected by the villagers assembly of the collective economic organization concerned;

(2) the contract-working team shall, in accordance with the provisions of laws and administrative rules and regulations, draw up and announce its contracting plan;

(3) convening, according to law, the villagers assembly of the collective economic organization concerned to adopt the contracting plan through discussion;

(4) making known to the public arrangements for the implementation of the contracting plan; and

(5) concluding the contract.

Section 3: Term of the Contract and the Contract

Article 21 The term of contract for farmland is 30 years. The term of contract for grassland ranges from 30 to 50 years. The term of contract for forestland ranges from 30 to 70 years.

The term of contract for farmland prescribed in the preceding paragraph shall be extended by third years upon expiration and the term of contract for grassland or forestland shall be extended upon expiration correspondingly according to the provision in the preceding paragraph.

Article 22 The party giving the contract shall sign a written contract with the contractor.

A contract shall, in general, include the following clauses:

(1) the names of the party contracting out the land and the contractor, and the names and domiciles of the responsible person of the party contracting out the land and the representative of the contractor;

(2) the name, location, area and quality grade of the contracted land;

(3) the term of contract and the dates of beginning and end;

(4) the purpose of use of the contracted land;

(5) the rights and obligations of the party contracting out the land and the contractor; and

(6) liability for breach of the contract.

Article 23 A contract shall go into effect as of the date of its conclusion. The contractor shall obtain the right to land contractual management as of the date the contract goes into effect.

Article 24 The State applies unified registration to farmland, forestland and grassland. The registration authority shall issue to the contractor the certificate of the right to contractual operation of land, the certificate of forestry right or other certificate and make registration and recordation thereof for confirmation of the right to contractual operation of land.

The family members having the right to contractual operation of land shall all be listed in the certificate such as the certificate of the right to contractual operation of land or the certificate of forestry right."

The registration authority shall not collect any fees except for the cost of the certificates collected in accordance with relevant provisions.

Article 25 After a contract goes into effect, the party contracting out the land may neither modify nor revoke the contract due to the change of the representative for the party contracting out the land or the responsible person concerned, or due to the split or merger of the collective economic organization.

Article 26 No State organs or their staff members may, taking advantage of their positions and powers, interfere with the contracting of rural land or modify or revoke contracts.

Section 4: Protection, Exchange and Transfer of the Right to Land Contractual Management

Article 27 During the term of contract, the party contracting out the land may not take back the contracted land.

The State protects the right to contractual operation of land enjoyed by the rural households moving into cities. It is prohibited to take the surrender of the right to contractual operation of land as the condition for rural households to move and settle in cities.

Where, during the term of contract, the household that is the contractor moves and settles in the city, it shall be guided and supported to transfer the right to contractual operation of land within collective economic organization concerned pursuant to the principle of voluntariness and compensation or return the contracted land to the party contracting out the land or can be encouraged to circulate its land operation right.

When during the term of contract, the contractor turns back the contracted land, in which he has made investment, thus increasing its production capacity, or the party giving out the contract takes it back according to law, the contractor shall have the right to obtain appropriate compensation.

Article 28 During the term of contract, the party contracting out the land may not readjust the contracted land.

Where during the term of contract, such special circumstances as natural calamities that seriously damaged the contracted land make it necessary to properly readjust the arable land or grasslands contracted by individual peasant households, the matter shall be subject to consent by not less than two-thirds of the members of the villagers assembly of the collective economic organization concerned or of the villagers' representatives and shall be reported for approval to the competent administrative departments for agriculture and rural affairs, forestry and grassland, etc.. under the relevant township (town) people's government and the people's government at the county level. Where an agreement upon no adjustments is concluded in the contract, such an agreement shall prevail.

Article 29 The following land shall be used for readjustment of contracted land or for contracting out to new inhabitants:

- (1) land reserved, according to law, by collective economic organizations;
- (2) land increased through reclamation according to law, etc.; and
- (3) land taken back by the party contracting out the land in accordance with the law and land turned back, according to law or on a voluntary basis, by contractors.

Article 30 During the term of contract, the contractor may, of his own free will, turn back the contracted land to the party contracting out the land. Where a contractor turns back the contracted land voluntarily, the contractor may obtain reasonable compensation, provided that it shall inform the party contracting out the land thereof in written form six months in advance. A contractor that turns back the contracted land during the term of contract shall not be allowed to apply for contracting land within the term.

Article 31 During the term of contract, a woman gets married and undertakes no contract for land in the place of her new residence, the party contracting out the land may not take back her originally contracted land; and where a divorced woman or a woman bereaved of her husband still lives at her original residence or does not live at her original residence but undertakes no contract for land at her new residence, the party contracting out the land may not take back her originally contracted land.

Article 32 The benefits derived from the contract which are due to contractor shall be inherited in accordance with the provisions of the Succession Law.

In case a contractor for forestland is dead, his/her successor may, within the term of contract, continue to undertake the contract.

Article 33 Contractors may, for the convenience of farming or for their respective needs, exchange between themselves their rights to contractual operation of the land belonging to the same collective

economic organization and go through record-filing thereof with the party contracting out the land.

Article 34 A contractor may, upon approval by the party contracting out the land, transfer its right to contractual operation of land in full or in part to another household within the collective economic organization concerned, in which case such household shall establish a new contractual relationship with the party contracting out the land and the contractual relationship in respect of such land between the original contractor and the party contracting out the land shall terminate forthwith.

Article 35 In case of exchange or transfer of the rights to contractual operation of land, the parties concerned may apply for registration to the registration authority. Without registration, such exchange or transfer shall not be effective against bona fide third parties.

Section 5 Land Operation Right

Article 36 A contractor may decide at its discretion to lease out (subcontract), purchase shares by using or otherwise circulate the land operation right to another party in accordance with the law and go through record-filing with the party contracting out the land.

Article 37 The holder of land operation right shall have the right to occupy the rural land and carry out agricultural production and operation at its discretion and gain proceeds during the term specified in the contract.

Article 38 The circulation of land operation right shall conform to the following principles:

- (1) Land operation right shall be circulated on voluntary and compensatory basis in accordance with the law and no organization or individual may compel or prevent the circulation;
- (2) The circulation shall neither change the nature of the land ownership or the use of the land for agricultural purpose nor destroy the comprehensive capacity for agricultural production or agricultural ecological environment;
- (3) The term of the circulation shall not exceed the remaining period of the term of contract;
- (4) The transferee shall have the capability or resources for agricultural operation; and
- (5) The members of the collective economic organization concerned shall enjoy priority under equal conditions.

Article 39 The price for circulation of the land operation right shall be determined by both parties concerned through consultation. Proceeds derived from the circulation shall belong to the contractor and shall not be retained or withheld by any organizations or individuals at their own discretion.

Article 40 For circulation of land operation right, both parties concerned shall enter into a written contract for the circulation.

In general, the contract for the circulation of the land operation right shall include the following clauses:

- (1) Names and domiciles of both parties concerned;
- (2) Name, location, area and quality grade of the circulated land;
- (3) Term of circulation and the dates of commencement and ending of the term;
- (4) Purpose of the use of the circulated land;
- (5) Rights and obligations of both parties concerned;
- (6) Circulation price and payment method;
- (7) Ownership of the compensation paid for requisition, expropriation or occupation of the land in accordance with the law; and
- (8) Liability for breach of agreement.

Where the period in which the contractor lets another person do farm work on his behalf does not exceed one year, a written contract is not required.

Article 41 Where the period of the circulation of land operation right is more than five years, the parties concerned may apply for registration of the land operation right to the registration authority. Without registration, such circulation shall not be effective against bona fide third parties.

Article 42 A contractor shall not rescind the land operation right circulation contract unless the transferee is involved in any of the following circumstances:

- (1) Changing the agricultural purpose of the land without approval;
- (2) Leaving the land lie waste for two or more consecutive years;
- (3) Causing seriously damage to the land or seriously destroying the ecological environment of land;
or
- (4) Other acts in serious violation of agreement.

Article 43 Upon approval by the party contracting out the land, the transferor may make investment in improving soil and constructing auxiliary or supporting facilities for agricultural production in accordance with the law and obtain reasonable compensation for its investment as agreed upon in the contract.

Article 44 Where a contractor circulates the land operation right, the contractual relationship between the contractor and the party contracting out the land shall remain unchanged.

Article 45 The people's government at or above the county level shall establish the system for qualification review, project review and risk prevention for business enterprises and other social capitals to obtain land operation right through circulation.

Where an industrial or commercial enterprise or any other social capital obtains land operation right through circulation, the collective economic organization concerned may collect appropriate management fee.

Specific measures shall be prescribed by the competent departments of agriculture and rural affairs, forestry and grassland under the State Council.

Article 46 Upon written consent by the contractor and record-filing with the collective economic organization concerned, the transferee may further circulate the land operation right.

Article 47 A contractor may use the land operation right to the contracted land as financing security to a financial institution and go through record-filing thereof with the party contracting out the land. The transferee may use the land operation right obtained through circulation as financing security to a financial institution upon written consent of the contractor and record-filing with the party contracting out the land.

The security interest in property shall be established upon the effectiveness of the financing security interest contract. The party concerned may apply for registration to the registration authority; without registration, security interest in property shall not be effective against bona fide third parties.

In realizing the security interest in property, the holder of the security interest in property shall have the priority to get payment in respect of the land operation right.

The measures for financing security with land operation right shall be prescribed by relevant departments under the State Council.

Chapter III: Contract by Other Means

Article 48 The provisions in this Chapter shall be applicable to such land in the rural areas as barren mountains, gullies, hills and beaches which are not suited to household contract but are contracted through bid invitation, auction, public consultation, etc.

Article 49 Where rural land is contracted by other means, a contract shall be concluded for the contractor to obtain land operation right. Matters such as the rights and obligations of the parties concerned and the term of contract shall be determined through consultation by both parties concerned. Where land is contracted through bid invitation or auction, the contracting fees shall be determined through public competitive bidding and competitive pricing; and where land is contracted through public consultation, etc., the contracting fees shall be determined by both parties concerned through discussion.

Article 50 Barren mountains, gullies, hills and beaches, etc. may directly be used for contractual operation directly by such means as bid invitation, auction and public consultation, or may also be used for contractual operation or joint-stock cooperative operation after the rights to land contractual operation are converted into shares and distributed to the members of the collective economic

organization concerned.

Persons who enter into contracts for barren mountains, gullies, hills and beaches shall abide by the provisions of the relevant laws and administrative rules and regulations, prevent soil erosion and protect the ecological environment.

Article 51 Where rural land is contracted by other means, under equal conditions, the members of the collective economic organization concerned shall have the priority to undertake the contract.

Article 52 Where the party giving out contracts gives out the contracts for rural land to units or individuals other than the ones of the collective economic organization concerned, the matter shall first subject to consent by not less than two-thirds of the members of the villagers assembly, or of the villagers' representatives, of the collective economic organization concerned and it shall be submitted to the township (town) people's government for approval.

Where units or individuals other than the ones of the collective economic organization concerned undertake contracts, the contracts shall be concluded only after examination of the credit position and management capability of the contractors.

Article 53 Whoever contracts the rural land by such means as bid invitation, auction and public consultation and obtains the title certificate upon registration in accordance with the law may circulate the land operation right in accordance with the law through lease, pooling of rights as shares, mortgage or other means.

Article 54 Where a contractor obtaining the land operation right through bid invitation, auction or public consultation in accordance with the provisions of this Chapter has died, the proceeds from the contract due the contractor shall be inherited in accordance with the provisions of the Inheritance Law and the successor of the contractor may continue the contract within the term of contract.

Chapter IV: Settlement of Disputes and Legal Liability

Article 55 Where dispute arises over the contractual management of land, the two parties may settle the dispute through consultation and may request the villagers assembly or the township (town) people's government to help settle the dispute through mediation.

Where the parties are not willing to have it settled through consultation or mediation or consultation or mediation is not successful, they may apply to an arbitral body in charge of rural land contracts for arbitration, or directly bring a suit in the People's Court.

Article 56 Any organizations or individuals that infringe upon the right to contractual operation of land or land operation right shall bear civil liability.

Article 57 Where the party contracting out the land commits one of the following acts, it shall bear such civil liability as stopping the harm, removing the obstacles, eliminating the danger, returning the property, restoring the original state and compensating for loss:

- (1) Interfering with the right to decision-making for production and operation enjoyed by a contractor according to law;
- (2) Taking back or readjusting the contracted land in violation of the provisions of this Law;
- (3) Compelling a contractor into or preventing a contractor from exchanging or transferring the right to contractual operation of land or circulating the land operation right;
- (4) Compelling a contractor into giving up or changing the right to contractual operation of land on the pretext that the minority is subordinate to the majority;
- (5) Taking back the contracted land by reason of the need to divide the land into "grain rations fields" and "responsibility fields" in order to contract out the land through bid invitation;
- (6) taking back the contracted land to pay off its debts;
- (7) Depriving women of the right or infringing upon women's right to contractual operation of land that they enjoy according to law; and
- (8) Other acts infringing upon the right to contractual operation of land.

Article 58 Any agreements in a contract concluded against the will of a contractor or in violation of the relevant compulsory provisions of laws and administrative rules and regulations against the taking

back and readjusting of the contracted land shall be invalid.

Article 59 Where a party concerned fails to perform contractual obligations or performs obligations at variance with agreement, the party shall bear liability for breach of agreement in accordance with the law.

Article 60 Any exchange or transfer of right to contractual operation of land or circulation of land operation right by a contractor under the compulsion of an organization or individual shall be invalid.

Article 61 Any organization or individual that, without authorization, detains or withholds the proceeds derived from the exchange or transfer of the right to contractual operation of land or circulation of land operation right shall return such proceeds.

Article 62 Any unit or individual that, in violation of the regulations on land administration, requisitions, collects or occupies land or embezzles or misappropriates the compensations paid for the land requisitioned and collected, which constitutes a crime, it/he shall be investigated for criminal responsibility in accordance with law; and if damages are caused to others, it/he shall bear such responsibilities as paying compensation for the damages.

Article 63 Where a contractor or a holder of land operation right, in violation of law, uses the contracted land for non-agricultural development, the relevant competent administrative department of the local people's government at or above the county level shall, according to law, impose punishment on the contractor or holder.

Where a contractor causes permanent damage to the contracted land, the party contracting out the land shall have the right to put a stop thereto and to demand the contractor to compensate for the loss resulting therefrom.

Article 64 Where the holder of land operation right, without approval, changes the agricultural purpose of land, leaves the land lie waste for two or more consecutive years, causes serious harm to land or seriously destroys the ecological environment of land and the contractor fails to rescind the land operation right circulation contract within the reasonable time limit, the party contracting out the land shall have the right to demand that the land operation right circulation contract be terminated. The holder of land operation right shall compensate for the damage caused to the land and the ecological environment of the land.

Article 65 Where a State organ or its staff member, taking advantage of its/his positions and powers, infringes upon the right to contractual operation of land or the land operation right by interfering with contractual operation of rural land, modifying or revoking a contractual operation contract, interfering with the right to decision-making for production and operation that a contractor enjoys according to law, or compelling a contractor into or preventing a contractor from exchange or transfer of the right thereof to contractual operation of land or circulation of the land operation right thereof, thus causing loss to the party to the contractual operation, such organ or staff member shall bear liability for compensation for loss and other relevant liability; if the circumstances are serious, the organ at the higher level or the unit the staff member belongs to shall give administrative sanctions to the persons directly responsible; and if the act constitutes a crime, criminal liability shall be imposed according to law.

Chapter V: Supplementary Provisions

Article 66 Where, before the implementation of this Law, contracts have already been concluded in accordance with the regulations of the State on rural land contract, including those the term of which is longer than what is provided for in this Law, such contracts shall continue to be valid after the implementation of this Law, and such land shall not be contracted again. Where the certificate of the right to land contractual management or the certificate of the right to forestland contractual management has not been issued to contractors, it shall be issued retroactively.

Article 67 Where, before the implementation of this Law, land has already been reserved, the area of such reserved land may not exceed five percent of the total area of the arable land of the collective economic organization concerned. If the area is less than five percent, the area of the reserved land may not be increased.

Where, before implementation of this Law, no land is reserved, no land may be reserved after the implementation of this Law.

Article 68 The standing committees of the people's congresses of the provinces, autonomous regions and municipalities directly under the Central Government may, in accordance with this Law and in light of the actual conditions of their administrative areas, work out measures for implementation of this Law.

Article 69 The principle and procedure, etc. for confirming the membership of collective economic organizations in rural areas shall be prescribed by laws and regulations.

Article 70 This Law shall go into effect as of March 1, 2003.

ENGLISH TRANSLATION BY THE GENERAL OFFICE OF THE LEGISLATIVE AFFAIRS COMMISSION, THE STANDING COMMITTEE OF THE NATIONAL PEOPLE'S CONGRESS.

LICENSED FOR USE AS OF MARCH 2009.