

## Responses to the main findings of the research by HEKS and Silnorf

### Land rights concerns

The team of NGOs is highly concerned that Sierra Leonean land laws as well as the principle of FPIC are not fully respected in the carbon credit project in Port Loko. The Customary Land Rights Act (CLRA) states that at least 60% of the adult members of the land-owning families – both men and women, young and old – must give their informed and written consent before their land can be given away. The team of NGOs did not find sufficient evidence for such consent. In addition, Rewilding Maforki seems to have started its activities in Port Loko, including the use of land, without sufficient legal basis. While there are documents signed rather recently, most interviewed landowners reported that they did not know or understand what they were signing.

It seems very likely that most community members, including landowning families, did not give their free, prior, and informed consent, and that neither was the 60% consent margin required under the Customary Land Rights Act respected. This consent is precedent to any binding agreement.

Extensive consultations and negotiations have been conducted with the respective landowners, communities, and stakeholders involved in the project and the business plan of the project has been consistently communicated during the engagements detailing the following key points:

1. The project's nature as a nature-based carbon credits project;
2. The intention to plant indigenous trees on the leased land for the purpose of generating carbon credits to be traded on the carbon market;
3. The commitment of RML to maintain the planted trees for the duration of the project period, which is stipulated as 50 years;
4. The agreement regarding profit-sharing arrangements with the landowners;
5. The Company's undertaking to manage fire and other risks associated with the project with assistance from the local communities;
6. The development and joint management of Community Development Action Plans by the Company and community committees;
7. The employment of staff from within the project areas by the Company.

Furthermore, the Landowner Lease Agreements (LOLAs) have been duly executed, setting forth the nature of the project, the Company's intentions for the area, and the methodologies by which such activities will be carried out.

The level of engagement with the communities, stakeholders, and landowners by the Company has been substantial, as evidenced by the samples previously shared with HEKS, and as indicated previously much more is available. Furthermore, the involvement of Namati, sought by the landowners, throughout the land leasing process has been instrumental in safeguarding the rights of the landowners.

The principle of Free, Prior, and Informed Consent (FPIC) has been diligently adhered to throughout the course of the project. Any assertion to the contrary is unfounded, given the exhaustive documentation and evidence of engagements at all stages, meeting legal thresholds, and exceeding them.

In addition, local legal counsel has been engaged to provide necessary support and guidance through the land lease process, as evidenced by the attached legal opinion.

### History of the land

It is not the first time that Port Loko's land is being tossed around. EcoSecurities and Carbon Done Right write that the land today within the project area is "*degraded*" because, apart from other human activities, it has formerly been used as a palm oil plantation that was later abandoned. Interestingly, some actors involved in these – highly contested – palm oil plantation are the same that now again demand people's lands.

The attempt to tarnish CDR (and Mr Godlington whom you must be alluding to) with matters that took place in relation to a previous project is misguided. Mr Godlington has explained that he could not prevent the sale of Sierra Leone Agriculture (SLA) in 2012 to the Siva Group due to his very small minority shareholding (c. 5% at the time of the sale). He did not support the sale and he was dismissed following the sale and that it was a source of significant concern to him. Indeed, Mr Godlington continued to engage with the new owners of SLA to raise his concerns after the sale (and there is contemporaneous email correspondence showing this). Mr Godlington also engaged with Namati to assist the landowners in the court proceedings to, because of his concerns about what had happened. Some historic online content about Mr Godlington is demonstrably inaccurate in suggesting that he was in some way complicit in the activities of the investors that acquired SLA. He is taking steps to have such content removed. While Mr Godlington has acknowledged that the Chiefs and landowners were rightly unhappy with the sale to Siva Group and what followed, it would be entirely wrong and misleading to draw inferences about CDR projects (and Mr Godlington himself) from a scenario in which Mr Godlington found himself powerless to prevent a sale he did not support.

Furthermore, Mr. Godlington has, since the establishment of SLA, and now Carbon Done Right, built and co-founded a 10,000-farmer smallholder organic RSPO IP certified oil palm company in Sierra Leone, the largest of its kind in Africa and continually expanding.

<https://rspo.org/members/2-1017-19-000-00/>

<https://www.plantingnaturals.com/understanding-our-certifications/>

Planting Naturals operates on some of the old leases (originating at a time when only leasing entire chiefdoms was possible under cap 122). Now, the Landowner's Lease Agreement (LOLA) and The Customary Land Rights Act (CLRA) are fundamental for all our activities, and we have collaborated extensively with Namati to shape this new CLRA, benefiting both the company and farmers. This is a company with verifiable, checkable, and confirmed credentials.

To insinuate that an 'actor' is 'tossing' land in this manner constitutes flippant egregious personal defamation. We will vigorously defend against such accusations, especially considering the extensive supporting information provided to you and our full engagement with HEKS regarding Mr. Godlington's honest appraisal of the situation and lessons learned. We will ensure that all media, local press, and online platforms understand the full picture: thousands of Sierra Leoneans are employed and engaged with these companies, and while we acknowledge imperfections, we are committed to doing things correctly.

And to be clear. Land cannot be "demanded". The CLRA clearly puts the power over their land in the hands of the landowner.

### **Savannah lands**

The project documents describe the area in which the tree plantations are foreseen as

“low intensity and unproductive”, as well as “degraded” lands. The people from the communities however allege that part of their livelihood depends on these savannah lands.

The landowning families individually consent to or reject the leasing of their land. This process is known as FPIC. We further believe that the project and the communities should coexist harmoniously, and the project is designed to promote and facilitate this. The company is not leasing large contiguous blocks of land, but rather a patchwork of smaller areas. This approach allows community farming to continue around the planted areas. Additionally, the project will support intercropping where appropriate, thereby providing communities access to leased land for producing food and cash crops for their own benefit.

As you are aware, these communities are desperately poor and cannot afford to cultivate large areas of land. Through income from land leases, employment opportunities, profit sharing, and other benefits, we hope that landowners can improve food security. We will support this endeavour in and around the project to the best of our ability. For example, last year, we supported a cassava project around the plantation boundaries and plan to continue supporting similar projects in the future.

Feedback received from Namati following the review of the leases outlined specific agricultural crops the landowners would like support with. These requests will be taken into consideration for implementation.

### **Duration and sustainability of the project**

Though the project period appears to be 50 years, people from the communities reported not to be informed about the fact that their land might be forest-locked for up to five decades. Also in terms of total project area, Carbon Done Right provides inconsistent information. Additionally, the trees which have already been planted do not seem to be in a very good condition. Another

continuous threat to the survival of the trees and the project duration stems from wildfires, which the company attempts to prevent. Some local people alleged that these fire crews have already prohibited them from farming and accessing their own lands near the tree plantations due to concerns about fire spreading from neighbouring fields.

The duration of the lease period has been clearly and consistently communicated throughout all engagements and is unequivocally included in the LOLAs. This has never been a point of contention. Additionally, during the recent lease reading by Namati, the lease period was not mentioned as a specific discussion point.

We have been transparent regarding the total intended size of the project area as well as the current area under lease. It is unclear where the inconsistency arises from.

Assessing a newly planted indigenous plantation towards the end of the long and hot dry season would be a poor method of assessment. As we have previously stated, we will conduct a full survival count following the first consistent rains, and blanking will then be performed as per the plan.

The threat of fire in any plantation is a constant risk that we acknowledge and mitigate against. The primary causes of fire during the dry season in the area include charcoal making, beekeeping, accidents, and community farm burning in preparation for planting. We actively engage with the community to ensure they communicate any activities they intend to undertake, and we support them on the day. We do not prevent them from

engaging in their normal farming practices but rather coordinate with them to minimize the risk of wildfires.

### **Benefits for communities**

Apart from surface rent, Rewilding Maforki promised the communities 'development' in exchange for their lands. While Rewilding Maforki has formulated a Community Development

Plan, none of these commitments appear to be formalized in written agreements.

Rewilding Maforki does employ local people – a major promised benefit. Interviewees alleged that the employment is not permanent, and, with few exceptions, on a casual basis only. A further promised benefit for the communities is a “10% share of the profit” for landowning families from the sale of the carbon credits. However, no information is provided as to how this distribution of profit will be put into practice.

Almost no community member the research team talked to has ever heard of carbon credits. Even if, according to the Customary Land Rights Act, any lease agreement for a land project must include a “*detailed, specific description of the investment*”, including risks. In summary, it is highly unclear how exactly the people from the communities will benefit from the sale of the carbon credits generated on their lands.

We do not "promise development in exchange for their land." The CDAP is just one of the commitments the company makes. The CDAP is outlined in the master leases and has been discussed during the Namati readings, to which we will respond and seek agreement.

We have provided detailed employment numbers to HEKS. Until last year, we relied on contractors for many operations, but starting this year, we will mainly employ seasonal workers, as previously outlined.

The profit share commitment is detailed in the LOLAs and will also be included in the master leases. While we have a good understanding of the volume of carbon that will be captured during the project's lifetime, carbon pricing remains a major uncertainty. However, we recognize that smallholder NBS projects, with advanced technology for measurement, monitoring, quantification, and a mechanism for calculating and distributing profit share transparently, are crucial for a high quality carbon project like this. That's why we are investing considerable resources in developing the technology to enable DMRV and facilitate the calculation and disbursement of profit share in a transparent manner. The first income from carbon credit sales is still some time away, but we will continue to educate and keep landowners informed.

It must be acknowledged that carbon is a new and abstract concept, even for educated and informed individuals. We believe that our explanations to the communities regarding carbon have been appropriate and consistent.