



[NGO report](#) and the [company's response](#)

**A carbon credit project in the heart of Sierra Leone's Port Loko district is raising significant concerns over land rights, lack of community consent, and potential social repercussions. The project, aiming for carbon offsetting through tree planting, risks threatening the livelihoods of communities in Port Loko while raising questions about transparency, accountability, and equitable distribution of benefits. This brief seeks to voice the concerns of people in the Port Loko District of Sierra Leone, namely in the Chiefdoms of Burreh, Kasseh and Maconteh, as they face the threat of land loss and livelihood disruption under the guise of carbon offsetting.**

The only concerns were from the NGO's. The communities and landowners have provided only positive feedback and appreciation for the company. We asked HEKs to attend with independent teams to re interview, they declined.

[Community Engagement Video 1](#)

Restoration brings much needed investment to Sierra Leone and the Port Loko region, much of it flowing directly to the communities. We are exploring multi-cropping alongside restoration efforts and are always careful to deconflict land with partner farmers to ensure that their food growing areas and commercial opportunities are fully aligned. It is untrue to imply reforestation comes at a compromise to food.

## 1. Summarizing the facts

In 2021, a Sierra Leonean company called Rewilding Maforki, initiated a carbon credit project in the district of Port Loko, in the northwest of Sierra Leone. The company is planning a tree plantation on at least 25,000 ha, an area comparable in size to Manhattan, to store 12 million tonnes of carbon dioxide over 50 years and generate extensive profits through the sale of carbon credits<sup>2</sup>. According to Rewilding Maforki, 60 villages will be targeted with this project<sup>3</sup>. A village in this area typically has 50-300 inhabitants, who depend greatly on subsistence agriculture. The project is still in its infancy, with only 1,400 ha planted by the end of 2023<sup>4</sup>. The trees planted are a selection of local tree species<sup>5</sup>.

People in affected communities in Port Loko allege that they did not consent in the required form to the planting of trees. Many of them neither know what carbon credits

are, nor that their land will be forest-locked<sup>6</sup> for decades. Moreover, little do they know how much money the companies will be making with their land. Additionally, concerns pertain about the effectiveness of the project in terms of greenhouse gas emission reductions. Given the information provided by the affected communities in Port Loko and key interviewed informants, the five NGOs behind this research<sup>7</sup> are highly concerned that Rewilding Maforki has violated the people's land rights as stipulated in the Customary Land Rights Act of Sierra Leone, as well as the principle of free, prior, and informed consent (FPIC).<sup>8</sup>

Principally responsible for this project are three businesses. 'Rewilding Maforki' is the executive company that is on the ground planning the tree plantations and communicating with local people and authorities in Sierra Leone. Then there is the Canadian carbon trader 'Carbon Done Right', formerly known as Klimat X (here-

Many smaller parcels of land across 7 chiefdoms are conjoined together in a woven tapestry, not blocked and angular. Here is a map showing the planting areas in the first three chiefdoms. As can be seen, it is a patchwork of planting blocks that cover a small percentage of land in the chiefdoms.

[Rewilding Plantation Area Map](#)

The company is conducting ongoing joint reviews of the leases, meeting with each family and establishing the facts. It continues to engage with the communities and landowning families, and has received overwhelmingly positive feedback. This engagement is ongoing and permanent.

[Community Engagement](#)

Villagers are not targeted. The landowners live in the villages. It needs to be understood that these are not farms with buildings and housing. They are bare pieces of land owned by families. The families reside in the villages around the area. Within the initial phase of the project, there are about 60 villages, but there is no planting anywhere near a village or other culturally sensitive or High Conservation Value (HCV) areas.

The report makes an unsubstantiated claim about the profitability of the project that will be shared. The long history of the company founders has deep knowledge that only by sharing can you endure for multiple decades.

after referred to as Carbon Done Right), which is the “implementing partner” of the project, essentially finding and securing investments for the project as well as governing the future trade of the credits. The third actively involved business is the Swiss consulting company ‘EcoSecurities’, which plays an advisory role in the project. The Geneva-based consulting company is supporting Rewilding Maforki in the registration and certification process under the Verra Verified Carbon Standard (VCS)<sup>9</sup>. Additionally, a legal NGO called Namati is **accompanying** Rewilding Maforki during the project implementation process<sup>10</sup>. Meanwhile, Carbon Done Right has already signed a 2.5 million USD funding agreement with BP Carbon Trading limited, a subsidiary of the British oil corporation BP. This deal grants BP Carbon Trading exclusivity over the project’s first credits from 5,000 hectares of planted land<sup>11</sup>.

The team of NGOs behind this research, based on the evidence in this report, has doubts as to whether the carbon credit project in the district of Port Loko **meets the standards** necessary to receive certification under the Verra VCS. Furthermore, they question the legality and integrity of the project. Above all, the team of NGOs is highly concerned about the land rights and livelihoods of the communities living in the affected areas in the Port Loko district. The team of NGOs has information that the company is engaging with communities at the time of writing, apparently to sign a land lease agreement (see 2b). This makes it even more crucial to lay out the current situation on the ground and ensure people’s rights are protected.

### The team behind this research and methodology

For this research, a collective of five organizations conducted **three** main field visits in the Chiefdoms Burreh, Kasseh and Maconteh from March 2023 to March 2024: Sierra Leone Network on the Right to Food, United for the Protection of Human Rights, Women’s Network against Rural Plantation Injustice, Green Earth Sierra Leone (all Sierra Leone) and HEKS/EPER (Switzerland) (hereafter referred to as the team of NGOs).

The team of NGOs visited a total of 25 of the villages in which Rewilding Maforki claims to be operating. They held community meetings with men and women and interviewed key informants separately. In addition, the team talked to local government officials, Paramount Chiefs as customary authorities, company representatives from Rewilding, and representatives of the NGO Namati. The information in this report, unless otherwise indicated, derives from this fieldwork<sup>12</sup>. Except where individual quotes are cited, the information relies on interviews with at least **two** independent informants. While it does not bring forward particular cases, it is descriptive of the situation on the ground. The affected companies were given multiple opportunities to comment, and their statements were considered in the drafting of this report<sup>13</sup>. Due to security concerns the interviewed people as well as the respective village names are fully anonymized.

The project is listed with Verra under ID 4255 as Under Development and has recently requested for Validation.

Three visits vs the DAILY interaction the company has with the communities, staff and other stakeholders.

[Image](#)

Namati is a paralegal land rights NGO that acts for the landowners to protect their rights during land lease processes.

They were also instrumental in drafting and enacting the Customary Land Rights Act of 2022, including the Free, Prior, and Informed Consent (FPIC) requirement. They are engaged at every level with the company and landowners.

<https://namati.org/ourwork/sierra-leone/>

How would the team of NGOs be able to assess this? The project will follow the Verra process for validation and then verification and any non-conformities will need to be addressed else it will not be validated. The company is confident that it meets the required criteria.

Two interviews is not representative, we are well advised both interviews are with **NONE- landowners**, and have invited HEKs to comment- the company employs experts in their field supplemented but deep experience from the wider group and consultants.

## What are carbon credits?

Carbon credits are a form of tradable permit. One carbon credit is assumed to represent one tonne of carbon dioxide (CO<sub>2</sub>) or an equivalent amount of other greenhouse gases. They are generated by projects that claim to reduce or remove emissions, such as reforestation or renewable energy projects. These credits can be bought and sold in carbon markets and used by the buyer to claim that their products are “carbon neutral”, and seemingly do not damage the climate even if fossil fuels were burned in the production process. Through the purchase of carbon credits, businesses may also claim that they are a “net zero emissions” company, because the credits offset their own greenhouse gas emissions. Carbon credits are therefore often used as a loophole for businesses to continue polluting while making only limited efforts to reduce their own emissions. Moreover, the effectiveness of carbon credits in achieving real emissions reductions is questionable, as the methodologies for calculating and verifying emissions reductions are **complex** and prone to manipulation and inaccuracies.

This is a very general and broad statement. Recent media and other reports has focussed on REDD+ projects where baseline and additionality is more complex to set but Afforestation, Reforestation and Revegetation (ARR) projects are much simpler. The science is strong and verifiable, and only actual biomass translated to carbon can be verified for sale. As such, the company will only be able to generate income when sufficient biomass has been accumulated from the newly planted trees and verified by an independent VVB.

<https://verra.org/methodologies/vm0047-afforestation-reforestation-and-revegetation-v1-0/>

We use our own proprietary tech and AI system to track and record all trees and in time carbon, creating immutable trust for buyer and farmer.

<https://treecounter.net/>



## 2. Land rights concerns

The starting points of this research were Carbon Done Right's announcement that they would become active in the region<sup>14</sup>, as well as concerns by activists from Port Loko who indicated that business activities in the region were started without consent from the local communities and were threatening the community's land rights. Rewilding Maforki states that it respects Sierra Leonean laws<sup>15</sup> and EcoSecurities confirms in the project documentation prepared for Verra that *"project activities are based on a robust FPIC strategy, employing a participatory, inclusive, and collaborative approach"*<sup>16</sup>. The statements from the interviewees as well as the information gathered during the field visits, however, point to the contrary. This is why the team of NGOs is highly concerned that Sierra Leonean land laws as well as the principle of FPIC are not being respected in the carbon credit project in Port Loko. This concern is shared by two external Sierra Leonean lawyers<sup>17</sup>.

This statement that "activists" have "concerns" may be true but that would be because of lack of insight into the process. The fact is that the required consent has been secured. This particularly evidenced by the Land Owner Lease Agreements (LOLAS), copies of which were shared with the NGO.

### LOLA EXAMPLE

**The "concern" can easily be removed if joint fieldwork is undertaken, but the NGO's have declined to do so before releasing the report.**

The company has conducted over 3000 hours of FPIC manhours and fieldwork, HEKs has spent 24 hours.

tor.<sup>19</sup> In the context of this project, a landowning family can have around 30 up to 100 members<sup>20</sup>.

The interviewees all state that while Rewilding Maforki did invite some members of land-owning families, these were predominantly elderly men, and the meetings were mostly around negotiations about the price of the land and period of use. While there were few meetings in the communities, most were organized in a clustered manner, bringing selected landowners from several communities to one community for meetings, also attended by Paramount Chiefs and the international legal NGO Namati, which accompanies the project<sup>21</sup>.

The company apparently leaves it to the signatories – these few selected landowners – to involve their families and did not verify that the families' consent was given in a written and informed manner<sup>22</sup>. In the same line, Rewilding Maforki states that the *“final consent is the signed Individual Landowner Lease Agreement where the signatories confirm consent to enter into the agreement for the family”*<sup>23</sup>. Rewilding Maforki claims to have photographic evidence where members of households (not families) are photographed with the signed maps and agreements. This, however, does not constitute written and informed consent of the respective family members<sup>24</sup>. The team of NGOs tried to find such consent documents, but none were found – neither in the relevant offices<sup>25</sup>, nor in the communities. Furthermore, a member of the Port Loko District Council confirmed that the company did not register any lease<sup>26</sup>. When requested, none of the companies provided documentation which would prove that a proper consent was obtained prior to initiating the project or up to the time of writing<sup>27</sup>.

The requirement for Paramount Chiefs and other stakeholders to be involved in the lease negotiations is acknowledged, and here confirmed by HEKS. **The assertion that women were excluded is false as we have evidence to the contrary.**

Attendance is taken at all meetings and it is **clear that women** are included per this sample list. This new claim by HEKS is both absurd and ironically recent to the assertions. Many heads of family are women following the war as is well documented in the census.

[Attendance register](#)

[Image](#)

[Image](#)

[Image](#)

Not a specific request that was made by HEKS but the company offered to make further information available. This in addition to samples provided via responses.

[Responses to HEKS questions](#)

[Responses to HEKS questions 2](#)

[Responses to HEKS questions 3](#)

## The Customary Land Rights Act and FPIC

Since 2022, Sierra Leone has clear and community-friendly land legislation, including the 'Customary Land Rights Act' (CLRA) and the 'National Land Commission Act'<sup>28</sup>, both of which safeguard local communities' rights over their lands. These laws have codified the important international standard of Free, Prior, and Informed Consent (FPIC)<sup>29</sup>. FPIC ensures that communities have the right to make free and informed decisions about projects affecting their land and resources before any actions are taken<sup>30</sup>.

Besides being enshrined in national law, FPIC is also a condition for the certification for carbon credits under certifier Verra VCS, which explicitly states in its Standards that *"the project may affect property rights only if free, prior, and informed consent is obtained from those concerned, (...) and a transparent agreement is reached that includes provisions for just and fair compensation"*<sup>31</sup>.

Namati was instrumental in the drafting and enactment of the new CLRA, and they have representing the landowners throughout the FPIC and leasing process for this project. No concerns have been raised by them regarding the company's FPIC process.

**Namati welcomes parties contacting them for evidential proof.**

[Legal opinion](#)

The company is confident about, and proud of the comprehensive Participatory Mapping and FPIC process it has undertaken. Checked by lawyers and Namati.

[Participatory Mapping and FPIC process](#)



Rewilding Maforki states that “the project team encouraged every community member, including women, ... to be involved in every part of the decision-making process”<sup>32</sup>. However, interviewed people from the communities reported that, with a few exceptions<sup>33</sup>, most women were either **not involved** at all or participated in meetings as mere listeners and were never asked for their consent. While women generally often have been excluded from decisions on land, they now enjoy the same rights to land according to the Customary Land Rights Act<sup>34</sup>. “We as the women, we also want to be involved”, a female landowner was shouting at an elder male of the village, “this lack of clarity is a significant problem for us”<sup>35</sup>. The same is reportedly true for the young people in the community.

## **b. Lack of information and legal ambiguities**

Rewilding Maforki seems to have started its activities in Port Loko, including the use of land, without sufficient legal basis, since it initiated surveying the land and clearing the first areas before any document was signed by community members. **The Customary Land Rights Act** states that the investor shall sign a lease agreement before the start of the investment<sup>36</sup>. According to the information gathered during the field visits, the first agreements were signed in September and **October 2023**<sup>37</sup>. At the same time, in October 2023, Carbon Done Right announced the completion of the second year of planting<sup>38</sup>.

Eventually, some community members asked for surface rent for their land, which Rewilding Maforki then **paid to a few individuals** from landowning families. After

This is simply not true. Any meeting in a village would be attended by many woman. And women would participate in discussions.

[Meeting Image](#)

The first Land Owner Agreements were signed and paid under the old act. Following the CLRA of 2022, Land Owner Lease Agreements that were drafted in accordance with the new act were introduced. Samples were shared with HEKS.

Not true. Landowner agreements for 1,200ha were signed under the old act in 2022.

[LOLA EXAMPLE](#)

Leases were signed and paid by a bank on the same day, in the presence of Paramount Chiefs, Namati and many other stakeholders.

[Image](#)  
[Image](#)

negotiations, the surface rent was fixed at 14 USD per ha per year. Most payments were based on land mapping processes that Rewilding Maforki conducted in the **villages**. Rewilding Maforki claims to have done these mappings in a participatory way, guaranteeing FPIC, but has not provided **evidence** of this to the team of NGOs at the time of writing<sup>39</sup>.

When asked if they ever signed any documents, interviewed landowners alleged that during the same meeting the money was paid out, they were shown a document that they were asked to sign. Rewilding Maforki states that these were *"big public event with the local press, paramount chiefs, chiefdom council members and many other stakeholders"*<sup>40</sup>. This was confirmed by landowners present, many of which said that the procedures during these events were held in a hurry. This setting may suggest that the **consent** was not entirely free. Most interviewed landowners reported that they did not know or understand what they were signing. They neither received an **explanation**, nor were given a copy of the document. Many of the landowners cannot read English documents (as English is not the local language), which significantly raises the importance of a proper **explanation**. Some landowners understood that what they signed was a land lease agreement but had little knowledge of what exactly the terms were. Others insisted to have understood that they were signing **receipts** for the money received. *"For the payment, they asked us to sign a document without clearly explaining it. We assumed it was for the money, not realizing it was an agreement"*<sup>41</sup>, a landowner says.

Not possible as GPS maps are included in each LOLA. The LOLA, that was provided to the NGO, clearly shows the map with the coordinates.

[LOLA](#)

The signing and corresponding payment of the LOLA's was the final step in a long process. By that time the negotiations had been concluded.

Most community members cannot read or write and that is why the discussions and explanations are held in the local language and their legal representative is always in attendance. This is the reason we use Namati as the premier leading NGO in this space.

<https://namati.org/>

Many engagements between landowners and both the company and Namati was held before signing the documents. Attendance registers and minutes are taken.

[Attendance register](#)

The signatures / thumb prints were affixed to both the agreement and the map, and witnessed. There is no way it can be misconstrued as a receipt.

[LOLA EXAMPLE](#)

Indeed, there seems to be a lot of confusion around the nature and **legality** of this document, and not only among community members. The team of NGOs received conflicting information about the document titled '*Individual Landowner Lease Agreement*'<sup>42</sup>. EcoSecurities writes in the project documentation submitted to Verra: "*Binding lease agreements were signed with landowners and with the consent of Paramount and section Chiefs*".<sup>43</sup> Rewilding Maforki confirms that these signed documents are the legally binding land lease agreements, but that soon an "overarching" land lease on the Chiefdom level will be signed<sup>44</sup>. Namati, on the other hand, stated that this 'Individual Landowner Lease Agreement' was a pre-agreement done by Rewilding Maforki. It would "*promote FPIC*" but will be "**surpassed**" by the lease arrangement on Chiefdom level<sup>45</sup>.

According to both Rewilding Maforki and Namati, this overarching lease agreement was apparently being finalized at the time of writing and the communities were being consulted<sup>46</sup>. The consultations are concerning due to the unclear nature of the 'Individual Landowner Lease Agreement' at all levels. Realizing an agreement with necessary consent will require **significant time and effort**, as indicated by the research findings.

Furthermore, Carbon Done Right provides **inconsistent** information about the project area. There are '*individual landowner agreements*'<sup>47</sup> as well as so-called '*multi-stakeholder agreements*'<sup>48</sup>, which should cover a total area of 25,000 ha. In a press release of Carbon Done Right 57,000 ha were "*secured*" for the Rewilding project (at least mainly in Port Loko)<sup>49</sup>. Rewilding Maforki stated that currently the project plan is for 25,000 ha, while 5,000 ha have already been surveyed and covered by the "Individual Landowners Lease Agreement".<sup>50</sup>

A formal legal opinion from Mr Ibrahim Sorie confirms the legality and validity. Mr Ibrahim Sorie, a barrister and solicitor with over 20 years' experience (including in relation to carbon, energy and agriculture transactions, as well as land related matters). Mr Sorie was formerly President of the Sierra Leone Bar Association. He is revered in Sierra Leone as being one of the most sage experts in his field.

[Legal opinion](#)

Not sure what the confusion is. The descriptions are correct. The company elected to do a **double FPIC process**, the first one overseen by Namati and ending in the signing of the LOLA's and the second undertaken by Namati and overseen by the company ending in the Master Leases.

A decision was made for the double process to ensure contracting parties are fully informed. As opposed to suspicion and uncertainty, it should provide comfort and clarity.

The intended project area is 25,000ha but to date 5,000ha has been leased under the [LOLA](#). Again, this should provide comfort as it shows the company is responsibly entering into binding agreements with individual landowners and not just entering into chiefdom wide agreements, as was common with the previous act.

To shed light on the legality and nature of the "Individual Landowner Agreement" as well as the legality of the processes leading up to the document, the team of NGOs consulted two external Sierra Leonean lawyers. While they had slightly different understandings of the document, they were both very concerned that the Customary Land Rights Act was not respected. They highlighted that there is no evidence or documentation showing that the necessary informed and written consent of at least 60% of the landowning family members had been obtained or the stipulated procedures had been followed. This consent is precedent to any binding agreement. The lawyers suggested that, if the Customary Land Rights Act was found to be violated, any documents signed by community members would be invalid. The lawyers of the company rendered a different legal opinion<sup>51</sup>.

On top of that, according to the Customary Land Rights Act, any lease agreement for a land project must include a "detailed, specific description of the investment", in-

The company has formal legal opinion that the leases do comply. The company has also been subjected to various due diligence processes where this was confirmed including:

- Toronto Stock Exchange
- Borden Ladner and Gervais, Canada
- BC Securities Commission
- Ecosecurities (including site visit)
- BP Carbon Trading (including site visit)
- And the Verra validation process will provide a further layer of diligence

[Legal opinion](#)



cluding risks<sup>52</sup>. Rewilding Maforki did commission an Environmental and Social Impact Assessment and shared a copy<sup>53</sup>. However, the team of NGOs could find no evidence that the people were aware of the possible impact, nor are they stipulated in the “Individual Land-owners Lease Agreement”. Beyond impacts, many community members report that the operations of the company were never explained to them, they were only told that Rewilding Maforki wants to plant trees for the environment and the climate. Among the interviewees, none knew what carbon credits are and how the mechanisms of the voluntary carbon market function.

With this evidence presented above, it seems **very likely** at the time of writing that most community members, including landowning families, did not give their free, prior, and informed consent, and neither was the 60% consent margin required under the Customary Land Rights Act respected. It appears very likely that Rewilding Maforki started its business activities without respecting Sierra Leonean land laws, including FPIC. Therefore, the team of NGOs is concerned that the carbon credit project in Port Loko is **not meeting the Verra Standards** required for receiving certification. More importantly, the team of NGOs is highly concerned about the situation regarding respect for the land rights of the people in the Port Loko district.

“Very Likely” is not a high threshold of certainty and seeing that “most” community members were not visited, it is unclear how this statement can be substantiated.

The company absolutely disagrees and the double FPIC process, overseen in the first instance and managed by Namati in the second instance, attests to this.

- [Image 1](#)
- [Image 2](#)
- [Image 3](#)

This will be properly tested during the validation phase of Verra process but the company is confident that it has met the requirements.

### 3. A history of land rights struggles and community resilience

It is not the first time that Port Loko's land is being in demand. Ecoscurities 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<sup>54</sup>. Indeed, in 2009 the palm oil company Sierra Leone Agriculture Ltd (SLA) – directed by the current president of Carbon Done Right – had already taken those lands to establish a palm oil plantation. Reportedly, this also occurred under circumstances that put into question the free, prior, and informed consent of community members<sup>55</sup>. Within a few years the company – by then under a new owner and management – ceased operations and several community members went to court to ask for the return of their lands. In 2018, the High Court of Sierra Leone ruled in favour of the plaintiffs, giving them back their land titles, and ordered that the company owed villagers about 250,000 USD in surface rent<sup>56</sup>. This sum is still outstanding today.

Where the palm oil plantations perished, the communities eventually started to use parts of the land again for their own purposes. Recently, however, they found that their land was in demand again, by Rewilding Maforki, whose co-founder and majority shareholder is again the current president of Carbon Done Right<sup>57</sup>, who was involved in the initial palm oil land deals for SLA<sup>58</sup>.

The company encourages intercropping and will assist farmers in doing so. This map shows the amount of land available for community farming activities (only a small percentage being planted by the company). Both the feasibility study and the remote sensing done for the control plots scientifically indicate the level of degradation of the land.

[Rewilding Plantation Area Map](#)

This was well explained in a response to HEKS and inferring any underhandedness is tantamount to slander.

[HEKS response](#)  
[HEKS response 2](#)  
[HEKS response 3](#)

Carbon Done Right currently owns 100% of the rights to the planned carbon credits and is in charge of securing funding to the project as well as finding buyers for the credits, once they are certified<sup>59</sup>.

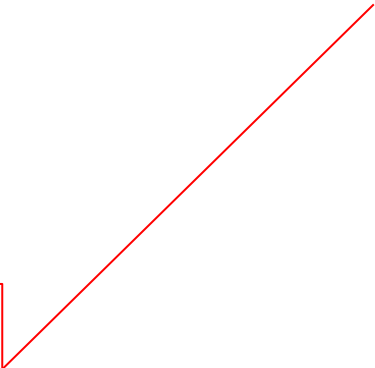
Other parts of the oil palm plantations were still in good condition after SLA left. For these parts, another company named 'Sierra Organic Palm' signed contracts with the Chiefdom Councils and landowners as early as in 2021 to use these oil palm plantations again<sup>60</sup>. 'Sierra Organic Palm' is also linked to the president of Carbon Done Right, but these connections are complex due to the convoluted organizational structure of the company.<sup>61</sup> After operating for merely two years, 'Sierra Organic Palm' informed landowners that they were going to surrender the land, purportedly due to high deficits<sup>62</sup>.

As an important figure when SLA acquired land for oil palm plantations in 2009 and 2010, Carbon Done Right's president remains known among individuals in the community involved in land-related decision-making in the area. Several of the interviewed landowners state that the companies were introduced to them through the same contact persons in the communities, who were and remain influential. *"These companies are children from the same mother"*<sup>63</sup>, one elder summarized.

While Port Loko has a history of land right struggles, Rewilding Maforki is today operating under very different legal circumstances than SLA 15 years ago, as, since 2022, Sierra Leone has land legislation that entitles local communities to rights over their lands<sup>64</sup>.

We agree with this statement. The CLRA of 2022 is a vast improvement on COP122 and the company is in full compliance with this act.

[Legal opinion](#)



## 4. Unproductive lands?

The project documents describe the area in which the tree plantations are foreseen as “*low-intensity and unproductive*”, as well as “*degraded*” lands<sup>65</sup>. The people from the communities however allege that part of their livelihood depends on these lands. Interviewed people from the villages reported to have used the land that Rewilding Maforki is now **claiming** for annual crops, including cassava, groundnut, pepper and cucumbers. “*We used to grow groundnut, cassava, and millet. Currently, we are not farming there because Rewilding has **taken** over the land and doesn’t allow us*”, an elder woman reported<sup>66</sup>. The people in the communities clearly stated that there are **no unproductive** lands. They previously used parts of the productive savannah land – that Rewilding Maforki has now taken – for their farming activities<sup>67</sup>. In contrast, Rewilding Maforki claims to ensure the land they are mapping is not being used by the community. They further state that if it is there would be many ways for the landowner “*to object, raise a grievance or similar*”<sup>68</sup>.

An agronomist from the Ministry of Agriculture in Port Loko confirmed that the so-called ‘savannah land’ is **fer-**tile and is used for agriculture, including growing cassava and vegetables<sup>69</sup>. In one community, the land is also used by herders who bring their animals for grazing, particularly during the dry seasons<sup>70</sup>. This is common for savannah land, as the agronomist confirms<sup>71</sup>. Rewilding Maforki’s project could jeopardize access to this grazing ground.

The land is not claimed. It has been leased and there was no farming activity on the land prior to lease. As explained previously, there are mechanism in place for community members to raise grievances.

[Land use](#)

There are large areas (much larger than the project area) still available in all the chiefdoms for ongoing farming activity but the company has also been clear that if a family changes its mind about the lease they entered into, then the land will be returned.

[Rewilding Plantation Area Map](#)

There is significant evidence to prove that the land will produce low yield. One such piece of evidence is the low yield from the palm plantations in the region. The company is however on record as saying it will support local communities with food crops, as it has already started doing.

It is important to note that the Kasseh chiefdom has a population of around 15,000 people, a land area of tens of thousands of hectares and the company has only planted 600ha, as per the map above. The vastness of the land, low population and lack of access to modern inputs is clear evidence that the company is not affecting food security through the reestablishment of pockets of forests.

The company will support local communities with food crops. It has already started to do so with a cassava project started in 2023

[Cassava Project](#)



## 5. Duration of the project

A further major concern for the people in Port Loko is the project duration. The team of NGOs found yet again **conflicting** information about the length of the project. Most concerning is that people from the communities reported not to be informed about the fact that their land might be forest-locked for up to five decades.

Carbon credit afforestation projects only effectively absorb carbon dioxide from the atmosphere when they last several decades, since only big, mature trees absorb significant amounts of carbon dioxide from the atmosphere and store it in their trunk and the soil<sup>72</sup>. If a tree is cut down or burned it releases most of the stored CO<sub>2</sub> back into the air<sup>73</sup>. While there are no strict 'permanence' criteria for carbon credits, an international practical consensus indicates that carbon must be stored for at least 100 years<sup>74</sup>. This benchmark reflects practical and operational project constraints rather than scientific ones, as every tonne of emitted CO<sub>2</sub> remains in the atmosphere for 300-1000 years<sup>75</sup>. Still, most carbon credit afforestation projects, including those certified under Verra, must guarantee that the forest remains for several decades, ideally over 50 and up to 100 years<sup>76</sup>. In this context, EcoSecurities writes in the project documentation that the "*project crediting period is 50 years*"<sup>77</sup>.

There is simply no uncertainty about the project and lease durations. All evidence to that affected has been shared with HEKS.

[HEKS response](#)

[HEKS response 2](#)

[HEKS response 3](#)

Though the project period appears to be 50 years, some of the landowners in Port Loko as well as the Rewilding Maforki representative stated that the 'Individual Landowner Lease Agreement' would last for 20-30 years, depending on the family<sup>78</sup>. The interviewees consistently and strongly rejected the idea that the period of use could be 50 years. This proved to be an emotional question, as they expressed surprise and anger. Only a few reported conversations where the company had mentioned a period of 50 years, and they added that this was rejected by landowners who were only ready to talk about 20-30 years. Many stated that 50 years would put future generations at risk: "*Generations yet unborn, and our ancestors too, they will blame us if we fail to protect this land*"<sup>79</sup>, a landowner said.

Additionally, the trees which have already been planted do not seem to be in a very good condition. The team of NGOs noted during their visit to the Rewilding Maforki project site that although some of the knee-high trees appeared healthy, others already appear dead. When questioned about the reasons, people from the communities consistently stated that the timing of planting was poorly chosen, occurring towards the end of the rainy season. One landowner found it very problematic to witness how the company has taken all their lands, only to neglect the proper planting of trees<sup>80</sup>. Rewilding Maforki named several possible reasons such as rodent and termite activity and claimed that these were only trials with local trees<sup>81</sup>.

50 years has been consistently communicated. Also during the recent reading (translation) undertaken by Namati, the duration was never raised as an issue or concern. The issue appears to be a result of how the interview was conducted as this has simply never been raised in any other engagement.

[Lease report](#)

Protecting the land with rich biodiversity, as it used to be, is exactly what the project intends to do. There will always be land available for cropping and farming alongside the tree planting. As evidenced by the maps provided.

The field visit was undertaken towards the end of the dry and hot season. We expect there to be some plants and species stressed at this time. As per normal practice, a survival count will be undertaken after the start of the rainy season and blanking will be done accordingly as is normal practice.

No claim was made that all the planting to date was trial planting. Every year we do trial new species, planting methods and maintenance procedures but all this is to ensure continuous learning and improvement.

Another continuous threat to the survival of the trees and the project duration stems from wildfires, which often occur in dry savannah lands mainly due to farming practices or other human activities, but also due to climatic causes. To prevent such fires, the company has established fire crews. These are teams of local employees that monitor and fight fires, raise awareness on fire prevention, and create fire belts around the plantations. 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. Ironically, and while the project documentation prepared by Ecoscurities highlights fires as a key risk for the forest, it also states that in order to prepare the land for the tree plantation, "~~grasses will then, in some cases, be burned~~"<sup>82</sup>. This implies that, initially, fires are employed to clear the land for Rewilding Maforki's tree plantation, only for them to subsequently advise local people against using fires.

In summary, information about the duration of the project is inconsistent and the community appears not to be well informed about Rewilding Maforki's long-term plans in the region. Some of the plantations already seem to be set up for failure.

Definitely not prohibiting but coordinating with them for burning their farms by assisting and being on standby during the process. The company has a list of farmers in and around the project area and stay in contact with them to ensure coordination.

Although the PDD allows for it, the company does not do any burning of land as a preparation practice. Manual clearing is undertaken through contractors.

[Bush clearing contract](#)



## 6. Benefits for whom?

Apart from surface rent, Rewilding Maforki promised the communities 'development'. The company has reportedly pledged to **construct** schools, **hospitals**, and **boreholes** for water. However, according to the documents the team of NGOs has received, none of these commitments are formalized in written agreements. The company did establish a Community Development Plan<sup>83</sup> and some activities have started. These include some boreholes, which have already been constructed, and scholarships, which some selected children received<sup>84</sup>. However, according to the Customary Land Rights Act in Sierra Leone, such infrastructural project benefits for communities always need to be stipulated in a written **agreement** with the community<sup>85</sup>.

Rewilding Maforki employs local people, mostly for fire service, brushing and planting. Rewilding Maforki states to have employed 50 permanent staff members and to have "a payroll of over 200 staff" monthly<sup>86</sup>. In the project documentation Ecosecurities wrote that the project hired "hired 300 people from the community as permanent employees."<sup>87</sup>. Interviewees alleged that the employment is not permanent, and, with few exceptions, on a **casual** basis only. However, the Customary Land Rights Act has a clear provision regarding employment: "If jobs are to be provided, details concerning the percentage of the overall workforce" must be included in a lease agreement<sup>88</sup>. Yet, the 'individual landowners lease agreement' that the team of NGOs saw, only states "employ-

The statement is not true. The company has not made any commitment to construct schools and hospitals. The company supports students with school fees, uniforms and books. Did so in 2023 and will continue doing so. The company has constructed the first water well and will continue to do more.

The formal CDAP commitment will be included in the master leases but the company's CDAP commitments goes beyond that and has already started as detailed above.  
[CDAP](#)

Not true. Details provided to HEKS in response to questions, here attached.  
[HEKS response](#)  
[HEKS response 2](#)  
[HEKS response 3](#)



A further promised benefit for the communities is a “10% share of the profit” for landowning families from the sale of the carbon credits, as stated in the ‘Individual land-owners lease agreement’. However, no information is provided as to how this distribution of profit will be put into practice. As mentioned earlier, nearly no community member has ever heard of carbon credits. A member of the Port Loko District Council speculated that the company does not want the people to know that a lot of money will be made with this business model<sup>89</sup>.

It is highly unclear how exactly the people from the communities will benefit from the sale of the carbon credits generated on their lands. The expectations range from fresh air to shade or better water availability, from jobs on the plantations to being entitled to harvest fruits to eat. In contrast, in their official reports, Carbon Done Right states that it has rights over 51% of the “biological asset rights and revenues” coming from these plantations, including timber<sup>90</sup>. This could imply that the people would have no rights to the products of these trees. Once more the fact that these promised benefits were communicated orally and not stipulated into an agreement, is not in line with what the Customary Land Rights Act requires for a lease agreement<sup>91</sup>.

The profit share is stipulated in the LOLA's and will also be in the Master Leases. Many Community Action Plans are scheduled, only this week a deep water well was built. **We asked HEKs what they had done this year for people in Sierra Leone, they have not replied.**

[LOLA](#)

[Hand dug water well construction](#)

## 7. Profits for whom?

Although the landowning families in Port Loko apparently remain misinformed about the activities on their own land and did not consent to most of them, millions of dollars in **cash** and shares have already been exchanged between the companies involved in the corresponding carbon deals for this project<sup>92</sup>. Among other transactions, Carbon Done Right has already received 1.5 million USD out of a 2.5 million USD **funding** agreement with BP Carbon Trading limited, a subsidiary of the British oil corporation BP. This deal grants BP Carbon Trading exclusivity over the project's first credits from 5,000 hectares of planted land.

Whereas many investments were made to start the project<sup>93</sup>, Carbon Done Right expects to make 300-450 million USD from carbon credit sales of the Rewilding Maforki project over the lifespan of the project. While Carbon Done Right foresees revenues of up to 360 USD/ha per year<sup>94</sup>, they negotiated a yearly surface rent of 14 USD per ha with the landowners.

For now, Carbon Done Right reports not to have made any profit yet and has reported no income from operations. Until the end of Sept 2023, the company had accumulated a deficit of over nine million USD since its foundation<sup>95</sup>. Despite these deficits, they are paying hundreds of thousands of dollars in salaries and payments to directors and companies controlled by them<sup>96</sup>. These initial deficits are typical for venture capital, as investments

The project is funded in the early stages by Carbon Done Right. This from their own balance sheet. Outside funding is then raised to scale the project and all the raised funding is deployed into the project per the agreement with the funder, with the communities being the major beneficiaries thereof as explained earlier.

All the funding from BP Carbon Trading is specifically for the Rewilding Maforki project is used for the operations. We plant trees! All evidenced in the accounts freely available.

## 8. Conclusion: A risky bet on shaky grounds?

The companies Carbon Done Right, Rewilding Maforki, and the advisory EcoSecurities all seem to be making a risky bet that these carbon credits can be sold. However, the carbon credit project initiated in Sierra Leone's Port Loko district is embroiled in controversy over alleged land rights violations and lack of community consent. The project aims to offset carbon emissions through extensive tree planting, potentially disrupting local livelihoods and raising concerns about transparency and equitable benefit distribution. Affected communities allege infringement of their land rights, emphasizing inadequate consultation and understanding of carbon credits, jeopardizing their rights and interests.

There are doubts over the project's adherence to Sierra Leonean laws, including the principle of free, prior, and informed consent (FPIC). Conflicting information about lease agreements and project duration further complicate matters, fuelling scepticism about the project's legality and long-term impacts.

Despite millions of dollars invested, doubts persist regarding the project's legitimacy and its actual benefits for local communities. Carbon Done Right anticipates substantial profits from carbon credit sales, yet community members remain marginalized and misinformed about the project's implications, casting doubt on the project's ethical and legal foundations. This is why the team of NGOs is highly concerned about the legality and integrity of the carbon credit project conducted by Rewilding Maforki and Carbon Done Right in the Port Loko district of Sierra Leone. Based on the evidence of this report, the team of NGOs has doubts as to whether the project meets the criteria for obtaining certification under the Verra Verified Carbon Standard. Yet above all, the team of NGOs is highly concerned about the land rights and livelihoods of the communities living in the affected areas in the Port Loko district.

The only party "alleging" this is HEKS and the aligned NGO's. There is then "potential" disruption of livelihoods. And "alleged" infringement. Finally "doubts" over the project.

The company maintains that it has secured all the required rights and permissions to operate the project on the leased land. It is unfortunate that a group of NGO's who purport to have the best interest of the communities at heart elect to make unsubstantiated insinuations and claims that may ultimately affect the very same community negatively.

This project has brought much needed investment and employment to these communities.

A simple solution was offered to the NGO to undertake a joint review of the FPIC process, which seems to be the main line of attack, they declined.

These research visits laid the ground for the main field visit in January 2024. A team of fourteen people carried out a ten-day field research, targeting twenty-three communities affected by Rewilding Maforki. Over the course of all field visits, a total of 25 villages was visited, some of them more than once. In the communities, the team held extensive meetings, with men and women separately. Such community meetings had approximately fifteen to forty people present. In addition, the team carried out interviews with key informants relevant to land acquisition processes, of whom some were from the communities, and others were local government officials, Paramount Chiefs as customary authorities, company representatives from Rewilding Maforki, and representatives of the NGO Namati. These findings were again corroborated in a nine-day field visit in February/March 2024 in six communities, complemented by 13 key informant interviews. In addition, the team of NGOs took short videos of selected persons from the communities during the February/March 2024 visit. The team also took pictures to document the situation on the ground.

In addition, the team sought to triangulate information by accessing relevant documents, e.g. in corporate registries as well as from people in the communities and the companies involved. The team also conducted desktop research, including company databases. The team took notes during all interviews and community meetings in 2024. All affected companies were involved through questionnaires and given an opportunity to comment on the main conclusions presented in this report. All relevant notes and further data are stored at HEKS/EPER.

Our report is based on the information and the sources available at the time of research. Recent or future developments cannot be covered in this report.

With respect, the company has been engaging with these communities and other stakeholders on a daily basis over the past almost 3 years. **Compare that to the mere 19 days' field visit the NGO's claim to have undertaken and then publish a report full of "alleged", "potentially" and "doubts" that can damage a well intentioned and constructed project that brings hope and opportunity to the communities, is irresponsible and negligent.**

Donor funding could be spent much more efficiently by working with investors and not against them, as seems to be a trend.



The communities and stakeholders have been very positive and supportive of the project, welcoming investment into their communities.

[Community Engagement](#)

The project design is inclusive and encourages local farming and community practices on the significant land available around the project area. These are desperately poor communities without the means to farm large areas.

[Rewilding Plantation Area Map](#)

The HEKS report relies on hearsay and enticed negative comments and then uses innuendo to make factually inaccurate statements.

A statement that “numerous” farming families were interviewed is intentionally vague. How many? And are they part of the first instance of the project?

The process followed by the company evidences the FPIC. As a further assurance, the process was overseen by the landowners appointed legal representative in Namati who are experts in local land rights. They were instrumental in drafting the latest CLRA of 2022.

Verra certified validation and verification body (VVB) will review the project and the PDD to assess whether the project complies with the requirements. The NGO does not have the information and is not qualified to make any a statement in this regard.

## **Controversial carbon offset project spells hardship for local communities**

*The trade in carbon credits has become a lucrative business in recent years. In the West African country of Sierra Leone, international investors are planning large-scale tree plantations to be used for carbon offset projects. Yet, an investigation by Swiss Church Aid HEKS/EPER reveals that numerous farming families who own the land have apparently not agreed to the project in the manner prescribed by law. This would violate not just Sierra Leonean law, but also the principles held by Verra, the organisation that is expected to certify the carbon credits. The Swiss consulting firm Ecosecurities is also involved in the controversial project.*

There is no trickery. There are clear rules and regulations. Offsetting cannot be relied on as the only carbon footprint reduction mechanism.

"Our production is climate-neutral". This is how many companies currently promote themselves around the world, even while continuing to emit large quantities of CO<sub>2</sub> in some instances. The trick is for companies to purchase CO<sub>2</sub> certificates from projects designed to reduce emissions or store carbon, for example, through reforestation. However, while this is a lucrative business for the suppliers of the certificates, it increases the global demand for land, and often ends up causing smallholder families in the Global South to lose control of their land, and by extension, their livelihoods.

The control over the land is completely in the hands of the landowners. Particularly in this region of Sierra Leone where the new CLRA of 2022 gives landowners all the power over their land.

This is the very prospect facing many families in the Port Loko region of Sierra Leone. There, the Canadian firm Carbon Done Right and its associate company Rewilding, itself domiciled in Sierra Leone, have launched a project to reforest at least 25,000 hectares of land for the purpose of storing more than 12 million tonnes of CO<sub>2</sub> over 50 years. The companies are anticipating receipts of **300** to 450 million US dollars from the sale of the corresponding certificates.

#### **Fears** of land law violations

An investigation conducted by HEKS/EPER and four other NGOs from Sierra Leone raises serious doubts as to the legality of the project. Under Sierra Leonean land law, lease contracts require the written consent of 60 per cent of the members of a landowning family, and stipulates that they must be fully informed beforehand about the project planned for

Significant upfront investment is required before revenue starts. And when sales commence the landowners receive their profit share. This in addition to the income from the land lease, employment and local procurement together with a minimum of 10% profits to the communities. This can represent up to **\$75USD per hectare of additional income per hectare once TreeCounter is tracking the health of the trees and carbon from year 3.**

<https://treecounter.net/>

[LOLA](#)

The process followed by the company is robust and extensive. A legal opinion from a senior, respected and experienced barrister attests to this.

[Legal opinion](#)

their land. The investor must then register that consent with the authorities. Only then can the land be sold or leased. The investigation included surveying residents of 25 villages, and it points strongly towards non-compliance of these stipulations. Besides, Carbon Done Right and Rewilding provided insufficient written proof when this was requested by the research team.

In addition, this situation is believed to contravene the principle of "free, prior and informed consent" (FPIC), an important criterion espoused by Verra, the entity expected to certify the carbon credits from the project so that they can become tradable. At the request of Rewilding, the Geneva-based consulting firm Ecosecurities prepared the requisite application and the corresponding documentation. Some key assertions made by Ecosecurities in the documentation nonetheless contradict the findings of the investigation.

### **Many contradictions**

Ecosecurities writes that the Rewilding project is based on continuous engagement with local communities, a robust FPIC strategy, and a participatory, inclusive approach". This, however, is at odds with the findings of the research team and with statements made by interested landowners. Indeed, almost all the women interviewed went on record stating that they were not sufficiently included in the negotiations on the land deal with Rewilding.

Not proven in any way but just a suspicion formed after a couple of days in the project area interviewing people that may or may not be part of the first instance of the project. The company has taken almost 3 years to get to this point with countless daily engagements with the communities and should be in a much better position to allay any concerns, but the NGO's elected to interview random community members to draw their conclusions. The company provided samples of documents and photographic evidence and is on record to offer further evidence if required.

### [Responses to HEKS questions 1, 2, 3](#)

Who "believes" this and under what circumstances and with what evidence.

As part of the Verra validation process, the FPIC will be assessing comprehensively. Only after such a process has taken place can a claim be substantiated.

<https://verra.org/methodologies/vm0047-afforestation-reforestation-and-revegetation-v1-0/>

The research was undertaken without company or chiefdom consent and without a proper understanding of the project. The company is on record as inviting the NGO's to undertake a join audit of the FPIC, which the NGO ignored.

Evidence to the contrary was provided previously and an offer to review further detail was declined by the NGO. Refer to the questions and response provided in the link above.



Many of the landowners interviewed by the research team also had no idea what CO<sub>2</sub> certificates were, nor were they aware that, according to its application to Verra, Rewilding was expecting to use the land for 50 years. During the negotiations, the talk had mostly been of just 25 years, ~~as a longer lease would have been totally unacceptable to many stakeholders.~~ It is also unclear how the land owners will obtain the 10-per cent share of profits promised by Rewilding. Another astounding piece of information is that Rewilding is apparently anticipating receipts of 360 US dollars per hectare of land per annum, while the rent paid to landowners will be a mere 14 US dollars per hectare per annum.

HEKS has a poor understanding of carbon. This is a complex science led industry. The explanation of carbon is kept appropriate for the audience but with a consistent message. The trees capture carbon, therefore the trees must be maintained and protected throughout the project life cycle. Other benefits & biodiversity is also explained. As are the risks to the project and trees.

25 years is neither the project or lease duration. Both are consistently explained as 50 years. There are often question about what happens after the lease period but never a debate about the lease length.

#### [Legal opinion](#)

Revenue is not profit. The returns for a reforestation project is appropriate for the risks that need to be assumed. A reminder that this is not a REDD+ project where significant upfront revenue is realised. In this case the revenue only realises after a number of years of operations.

### Problems and question marks

But there are other potentially serious problems: Ecosecurities, for example, describes the plantation land as unproductive. The villagers surveyed by the research team, however, emphasise that they do indeed use the land to produce food for their own consumption. Another question mark arises from the fact that some of the trees newly planted for the CO<sub>2</sub> offsets have already died off, besides which, the region is highly prone to bush and forest fires. This casts doubt on the ability of the trees to survive for 50 years and to store the promised amount of CO<sub>2</sub>. Despite all these misgivings and the still outstanding certification, Carbon Done Right has already sold rights to CO<sub>2</sub> certificates worth 1.5 million US dollars to "BP Carbon Trading", a subsidiary of the British oil company BP.

The communities can continue, and will be encouraged to, produce food on their land. The project never takes large contiguous blocks but rather a patchwork of land. This leaves much land that can still be cultivated. The communities however simply don't have the means to cultivate large areas. Hopefully some of the income from the project will allow them to increase cultivated area.

Species selection is informed by a panel of academics, scientists and practitioners to ensure maximum biodiversity benefits, but also to ensure species are selected that are most suited to the specific soil and climatic conditions.

These are normal risks for a project of this nature and processes are in place to ensure maximum survival rates, including infilling, blanking and fire prevention measures.