

Communities in the Driving Seat



Contents

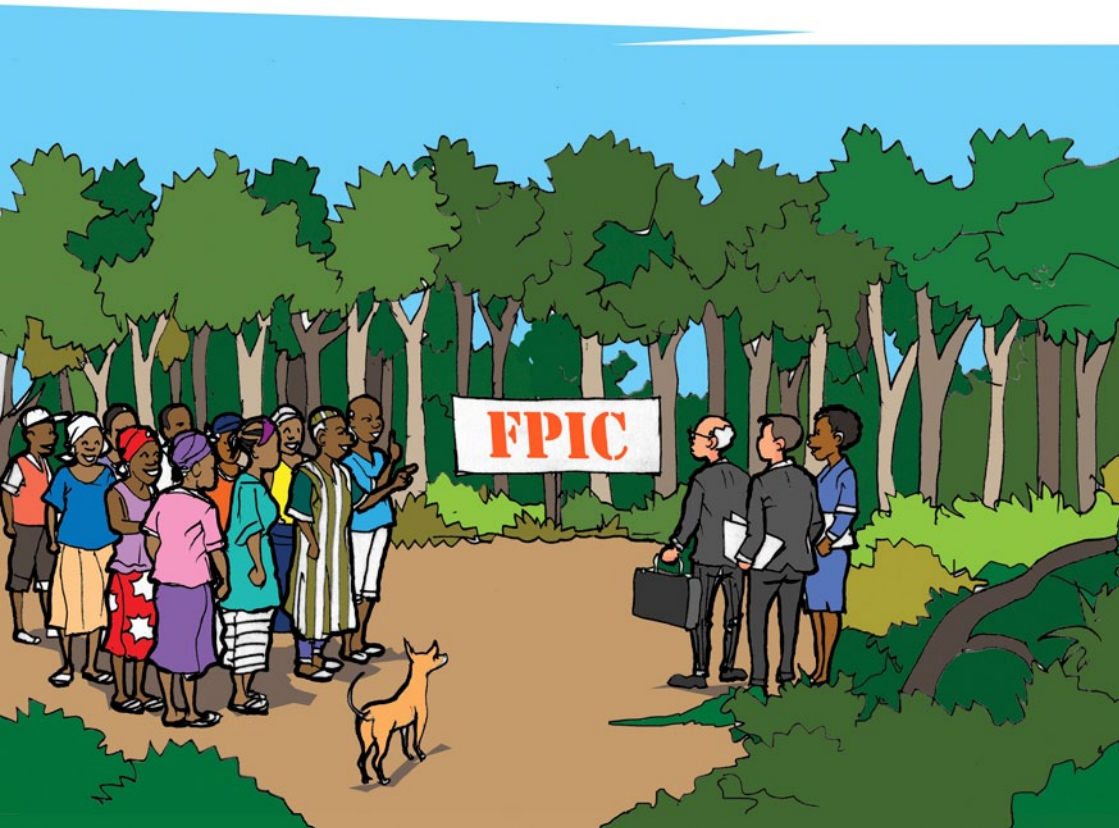
What is Free, Prior and Informed Consent (FPIC)?	3
What are the Key Elements of FPIC?	6
Suggested Steps in the Process of Respecting FPIC	8
Community Mobilisation	8
Begin Negotiations	11
Make a Decision as a Community	13
Project Monitoring and Evaluation	16
Getting a Fair Deal Between Communities and Companies	18
Other Resources	26

ISBN: 978-0-9929582-7-5

December 2015

What is Free, Prior and Informed Consent (FPIC)?

Free, Prior and Informed Consent – known as ‘FPIC’ – is an international legal standard protected by both Liberia’s national law and the legally binding human rights treaties to which Liberia is a party. FPIC is a collective right which belongs to a whole community. It means that communities have a right to make decisions through their own freely chosen representatives and customary or other institutions and to meaningfully participate in decision-making processes that might affect their lands, territories and resources – whether the community has a deed for those lands or not.



FPIC ultimately means that communities have the right to give or withhold their consent *prior* to the approval by government, industry or other outside party of any project that may affect the lands, territories and resources that they customarily own, occupy or otherwise use.

FPIC therefore requires that communities can negotiate a fair and legally enforceable deal if they want to, and to say “no” to any project that does not adequately address the community’s needs, priorities and concerns. **FPIC means communities have a right to decide their own future, and not to have their future decided for them by anyone else.**

The requirement for FPIC is already a central tenet of Liberia’s Community Rights Law with Respect to Forest Lands (2009). Both this provision, and stated policy commitments in Liberia’s new (2013) Land Rights Policy (namely that ‘communities may define themselves and determine how their land is managed, used, and allocated’ at section 6) can be seen as expressions of Liberia’s constitutional provision guaranteeing the greatest feasible public participation in the management of Liberia’s natural resources (Article 7).



FPIC is also contained in various other international best practice standards relevant to Liberia, such as the UN Food and Agriculture Organisation's Voluntary Guidelines on Land Tenure, and the Principles and Criteria of the Roundtable on Sustainable Palm Oil (RSPO). The FAO Technical Guide to Respecting FPIC summarises the principle by highlighting that it is concerned with enabling communities to be at the centre of the *process* by which decisions concerning their rights and interests are made, as well as playing a decisive role in the *outcomes* of that decision-making process:

“ FPIC requires ensuring that communities can meaningfully participate in decision-making processes and that their concerns, priorities and preferences are accommodated in project designs, indicators and outcomes. ... FPIC thus additionally requires that communities can negotiate fair and enforceable outcomes and withhold their consent to a project if their needs, priorities and concerns are not adequately addressed. Consultations and negotiations that do not resolve a community's reasons for opposition or achieve consent will provide little assurance against potentially costly and disruptive conflict. (FAO Technical Guide to Respecting FPIC, at page 10)

Restating much of the law on FPIC emerging from legally binding international human rights law, the *United Nations Declaration on the Rights of Indigenous People* (UNDRIP) makes clear that measures that may require the forcible relocation of indigenous peoples (art. 10) or the approval of any project affecting their lands or territories and other resources, including exploitation of mineral, water or other resources, can only proceed with the FPIC of the indigenous people concerned (art. 32).

Bearing in mind the right to self-determination and the provisions of the UNDRIP as a whole, states should obtain consent on matters of fundamental importance for the rights, survival, dignity and well-being of indigenous peoples. FPIC should therefore be applied in conjunction with all decisions that may affect their rights, and this duty is bound to the state's duty to respect indigenous peoples' wider rights to be represented through their own institutions; to exercise customary law; to the ownership of the lands, territories and natural resources that they traditionally own, occupy or otherwise use; to self-identification; and to maintain their cultures.

FPIC therefore relates to and includes the right to meaningful participation as well as other rights contained in legally binding international treaties,

including the following (those to which Liberia is a party are indicated with an asterisk):

- International Covenant on Civil and Political Rights (ICCPR)*
- International Covenant on Economic, Social and Cultural Rights (ICESCR)*
- International Convention on the Elimination of All Forms of Racial Discrimination (ICERD)*
- Convention Concerning Indigenous and Tribal Peoples in Independent Countries (ILO 169)
- American Convention on Human Rights (ACHR)
- African Charter on Human and Peoples' Rights (ACHPR)*
- Convention on Biological Diversity (CBD)*

What are the Key Elements of FPIC?

Free means no coercion, intimidation, inducement or manipulation.

Prior means that consent is sought far enough in advance of any authorization or commencement of activities, and that the time requirements of community consultation and consensus processes are respected.

Informed means that all information relating to the activity is provided to communities in advance and that the information is objective, accurate and presented in a manner or form that is understandable to communities. Relevant information includes:

- 1 The nature, size, pace, duration, reversibility and scope of any proposed project;
- 2 The reason(s) or purpose of the project;
- 3 The location of areas that will be affected;
- 4 The possible economic, social, cultural and environmental impacts on the community and their lands and resources, including potential risks and realistic benefits;
- 5 Personnel likely to be involved in the implementation of the project;

- 6 The rights that the community has and the procedures that the project may entail.

Communities therefore have a right to benefit from independent advice from a lawyer and other experts and NGOs.

Consent means that projects can only proceed if communities have agreed to an activity or project that concerns them. Communities also have the right to refuse their consent or to give consent on conditions that meet their needs, priorities and concerns. Consultation and participation are key elements of a consent-seeking process. Consultation must be undertaken in good faith, which, among other things, requires that community views are accommodated in the process or objective justifications are provided as to why such accommodation is not possible. The parties must establish a dialogue allowing them to identify appropriate and workable solutions in an atmosphere of mutual respect and full and equitable participation, with sufficient time to reach decisions. The whole community (men, women, youth and elderly) must be able to participate in discussions and decisions, including through their own freely chosen representatives and customary or other institutions.

Suggested Steps in the Process of Respecting FPIC

Community Mobilisation

Find out who is developing the planned project

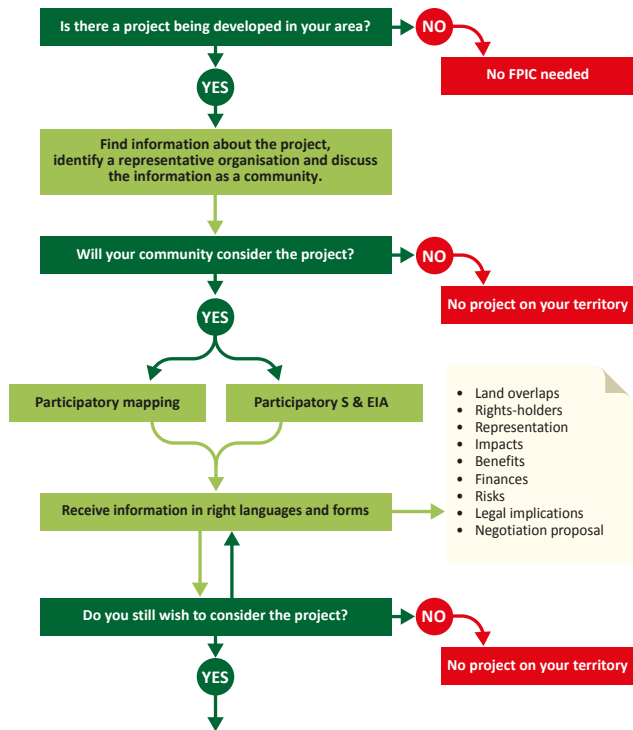
First, your community needs to know who is planning the project that may affect your community. The project planners and developers may include: your government (or a government body such as the Forestry Development Authority); a private company (such as a logging or palm oil company); the government of another country; a local authority (such as local District or County government); and a bank or international financial institution (such as the African Development Bank or the World Bank).

Sometimes it may be difficult to find information about the project developers and large projects can often involve several different partners and organisations. If your community has problems finding information about the project, it can try to get assistance from local and international NGOs. The media, including international newspapers, may also have information on planned projects. A quick search of the internet may provide information your community needs.

Request information from the project developers

It is important to know how the proposed project will impact on your community. Then your community can make an informed decision on: whether to give or refuse consent; counter-proposals or changes the community would like to make to the project design; and prior conditions the community needs to be met before it can agree to the project.

If your community thinks it might be affected by the project, it has the right to ask or to be given information from the project developers in your community's own language. The disadvantage of benefits like jobs and training, is that the



company will not be able to provide jobs and training to everyone, leaving some people disappointed and left out of the benefit end of the deal. It is important for your community to become fully informed about the project, its potential social and environmental impacts and what the project developer will do to prevent or reduce those impacts.

Ensuring that your community is involved in the design, implementation and validation of the project's participatory environmental and social impact assessments is vital, as is receiving the results of the assessments in the community's own language. This helps to ensure that all members of the community are informed and understand the potential impacts. It also helps to ensure the participation of as many people in the community as possible and prevent the negotiation process being controlled by a few community members who may not have the entire community's interests at heart.

Information that the project developer should provide includes but is not limited to the following:

- Nature, size and scope of the proposed project or activity
- General and specific objectives, implementation plans, budget, outcomes and impacts of the project and/or activity, and also source of funding in some cases
- An accurate assessment of the profits and benefits the project developer can expect to make from use of community land and resources
- Duration, locality and scale of the project
- Assessment with the effective participation of affected communities of possible economic, social, cultural, and environmental impacts, including potential risks and fair and equitable benefit sharing mechanisms
- Full and clear disclosure of information based on the community's level of understanding
- Involvement of personnel in the execution of the proposed project, e.g. private sector staff, community members, research institutions, government employees and others.

Hold discussions within your community

Once your community is in contact with the project developers, the community should begin to discuss the project in detail together. The whole community should be well informed about the proposed project. The community should be free to decide the size of community it wishes to represent in engagements with the project developers. This could range from a single village or town to a larger town cluster or clan. It is important that whatever size your community agrees on as a community allows all members of that area to participate in the process. This will help ensure everybody understands the potential benefits and impacts the project may have and allow all your community to make as an informed decision as possible. Your community should decide what is important. Then your community representatives can negotiate with the project developers if that is what the community decides should be the next step.

Often there are several communities affected by one project. Project developers must tell your community about any agreement it makes with other communi-

ties. It may be helpful to your community to find out if other communities are affected by the same project. Your community may be able to work together to share information and experiences or negotiate with the project developers or the government.

Decide on the form and method for collective decision-making

Nobody should be able to tell your community how it should make its decisions. When discussing what your community wants, your community has the freedom to define its own decision-making and representative structure and process that complies with its customs and practices. The consensus process should be in accordance with the customary practices of discussion and deliberation among community members and allow them to define the process of decision-making.

At the same time it is important to take into account the views of all community members who may be affected. Try to ensure that all community members, including women and young people, are involved in the community decision-making processes. This is because a large-scale project may affect everyone differently.

Begin Negotiations

Community negotiations with the project developers

The project developers should consult with your community and obtain your Free, Prior and Informed Consent in the early stages of project planning and before each new stage of the project. This means that if your community agree to an aspect of the project at the first stage, the developer must obtain your FPIC again at the next stage. If resettlement of the community is likely, the terms and conditions must be negotiated with the community before a final decision is made.

The construction of large-scale development projects usually brings major financial benefits to the investors. Unfortunately, local communities are not always given the opportunity to share in the financial or other benefits. Putting in place payment and 'benefit sharing' mechanisms can ensure project-affected communities receive fair and regular benefits from the project. The FPIC process



should enable your community to choose what benefits it wants to receive in exchange for the use of its land and resources by the project developer.

It is important to remember that talking with the developers does NOT mean your community agrees to the project. Your community is simply claiming its right to obtain information about the project.

Seek independent advice

Negotiating with project developers can be difficult. Project developers sometimes try to avoid involving communities. The issues involved are complex. Your community has the right to get independent legal and technical advice to help your community understand the effects of the proposed project. Your community may decide that it needs independent experts to validate the findings of the project developer's assessments before it can make a decision. It is also strongly recommended that your community involves independent legal services when negotiating a contract for the use of community land and/or resources. An NGO may be able to help your community find the right experts and legal advisors for your community.

It is important not to rely only on information the project developers give you. Project developers may try to make the project seem attractive to affected communities in order to gain consent. Information from other sources will help ensure that your community fully understands the impact of the project in the short and long term, and what rights are available to your community.

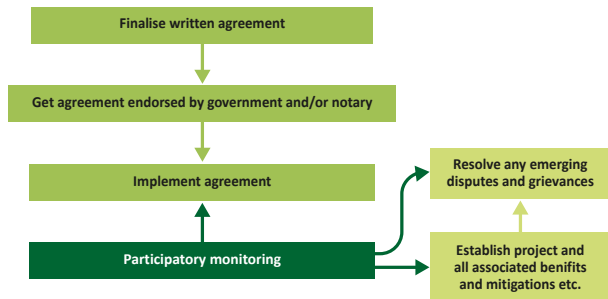
Make a Decision as a Community

Giving or withholding consent

The final decision of the community, as an outcome of the collective decision-making process, includes the option of giving or withholding consent and making your community's own proposals and suggestions, including for amending the project proponent's suggestions. Division within communities with opposing views signifies the absence of consent. Based on the chosen systems of community decision-making, consensus is the desired outcome of a collective decision-making process upholding the common good and the collective interest and welfare of the community. Ultimately, it is up to the whole community how it decides to make decisions, and the community may decide that everyone needs to agree (i.e. unanimity), or a community may choose to make a decision based on the views of the majority or by some other mechanism. If a community makes decisions by majority, it will need to have decided what kind of majority is needed, e.g. over 75%, over 50% etc. Even if there are views or positions that run counter to those of the majority, as long as those with opposing views agree to abide by or respect the position of the majority, then this should be considered as a collective decision. The consensus building process shall attempt to accommodate the diverse views of the community while at the same time upholding the common good for the community as a whole.

Community deliberations and discussions among themselves

Before your community is able to make a collective decision it is important that it undertakes an independent and thorough discussion as a community of all the information it has available. After the participatory assessments and the initial rounds of negotiations the community should be given the time and space needed to come to a collective decision. This period also allows the community to raise questions that are unanswered and to bring out unresolved issues or particular concerns arising from the negotiations. This process of deliberation should be free from the influence of the project developer, other external entities who are not invited by the community as a whole, the military or government representatives. Key questions and considerations must be thoroughly discussed and all the views, opinions, and recommendations of the community members must be addressed. Thus, adequate time for community deliberations must be provided until members have gained enough confidence to undertake their collective



decision. The community’s collective and independent deliberations will create a common understanding within your community and a way to process the community’s concerns, issues, views, and opinions prior to making collective decisions.

The active participation of all members and groups in the community should be ensured. It is important that women and youth are able to participate in these deliberations to express their specific concerns and views, as well as to seek clarification. Women and youth groups can deliberate on their own, if they so wish, and/or as part of the wider process of community deliberations. Community discussions and deliberations should take into account views and opinions expressed by the community members, including women and youth, within the framework of upholding the rights, common interests and welfare of the community – as opposed to individual interests or agendas.

Make decisions as a community

Free, Prior and Informed Consent is a collective right. Therefore, your community must make a decision together in accordance with your own chosen decision-making processes. This can be a very difficult process and understanding project contracts, government approvals and legal documents is very complex. It is advisable to ask for assistance from an NGO, legal advisor or someone else with relevant expertise if your community does not understand the contracts and other documents.

If your community does give its consent to a project, the community may choose to enter into an impact benefit agreement (or similar) with the project developer. This is a legal agreement that records the agreement reached between your

community and the project developer. It records what conditions the project developer must meet and when these conditions are to be implemented or delivered.

If your community believes that the project will not be positive for the community, your community can say ‘no’ — or, in other words, not give your consent — to the project. The project should only proceed if the consent of communities is obtained by both the government and the project developer.

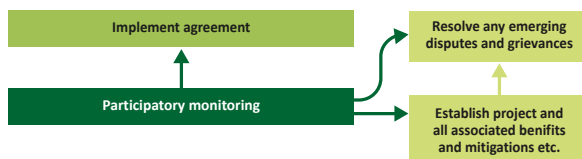
The project developer must not in any way pressure, threaten, bribe, induce or force your community (or any members of the community) to make a decision or to give consent to the project. For example, the project proponent must not give benefits to individuals within the community (such as jobs or payments) before a collective decision has been made and a legally binding agreement has been entered into, as this undermines the ability of the community to act as a coherent whole and creates division. Some examples of how project developers sometimes make the process difficult are: not including communities in the early stages of impact assessments; forcing communities to sign agreements when it is clear they do not fully understand the impacts of the projects; and only negotiating with or talking to a few individuals who may not represent community views. In addition, local or national government representatives may threaten, bully or bribe community members to show support for the community, which can also prevent the community from being able to give or withhold its free and collective consent.



Project Monitoring and Evaluation

Agreement and establishment of grievance mechanism

A decision giving consent will likely result in the signing of a legally binding agreement between the community and the proponent regarding the proposed project or activity. Any agreement reached should be written in a form fully understood by the community members. Part of this agreement should be the terms and conditions for consent defined by the community, including a grievance mechanism to which complaints regarding violations of the agreed terms can be brought for appropriate action. Grievance mechanisms may take various forms – whether judicial, institutional, extrajudicial – and/or these may be based on existing traditional justice systems and structures. What is important is that both parties agree to the mechanism and it is seen as fair, impartial, transparent and accessible, and with enough powers to act on complaints brought before it. If the grievance mechanism is not successful in resolving a dispute, the community or project proponent must always be able to take the complaint to a court of law, as a last resort.



Ongoing communications with the project developers

Free, Prior and Informed Consent is an ongoing process, even though the point at which a legally binding agreement is concluded is a key stage. Large-scale development projects take many years to plan and then start, and then may impact on your community for many years or even generations. The project developer should make sure your community is informed regularly about the project progress. Your community must be given the chance to ask questions, raise concerns and inspect operations taking place on your land. Your community's right to FPIC must be respected throughout the whole process.

FPIC should not be a ‘one-off’ process, it is an ongoing process. This means regular dialogue and agreement between the project developers and affected communities is necessary. If your community says ‘yes’ or ‘no’ to a project, community representatives can continue to undertake negotiations on behalf of your community. They must ensure that the whole community continues to be collectively informed.

The project developer may change during the life of the project, if the community agrees to that possibility in its agreement with the company. New project developers should uphold commitments made by previous developers — however, your community may want to seek independent advice to understand if a new project developer is bound by previous agreements. This is one reason why it is important to have a written record of your community’s decision about the project and the benefits that your community has negotiated, as well as the advice of a qualified attorney when the original contract is agreed. Your community may wish to try to negotiate improved benefits for your community with a new developer.

Your community may also wish to establish a permanent community and project developer forum for regular and ongoing communications. This forum could also be used to handle concerns or grievances that your community may have with the operation of the project if the project proceeds.

Participation in monitoring and evaluation

Communities have the right to participate in every step of the development process, including planning, implementation, reporting, monitoring and evaluation. The participation of communities in the monitoring, reporting and evaluation of a project within their territories should be guaranteed and provided in the terms and conditions of the legally binding agreement reached between both parties.

Getting a Fair Deal Between Communities and Companies

If a community is interested in letting a private company use community land, it is important for the community to negotiate and agree a full and final **legally binding Community Land Lease Agreement with the company, in writing**, *before* any company activity starts, and *before* the community receives any benefits and payments from the company. This is because in Liberia, communities have a right to own the customary lands they have used, possessed or acquired, whether they have a deed or not. This manual gives some basic advice for communities or the advisors supporting communities who may be thinking about negotiating an agreement to let a company use community lands and natural resources.



It is important that the community has received all the information and legal advice it needs.

It is important that as soon as possible, and before the community signs *any* legally binding contract, the community has received the advice of a **qualified attorney** to make sure the Community Land Lease Agreement is fair and legally enforceable under Liberian law. **NGOs can also help** make sure that the community gets all the information and advice that it needs; find an attorney for the community; and independently monitor the negotiation process and implementation of the contract.

Everyone in the community will need to know what their legal rights are; exactly what the company's planned activities are; and what the possible risks and impacts are for the rights of the community, its land, resources, environment, and traditional livelihoods. The community also needs to know the benefits and profits the company can expect to make from using the community's land, so that the community can get a fair deal. The community will also need advice on the different kinds of benefits and payments they can demand.

With the benefit of all relevant information, and the advice of the community's independent expert (legal or otherwise), the whole community has a right to decide together, using its own chosen decision-making methods, whether it wants to lease land to a company, and in exchange for what payments or benefits to the community.

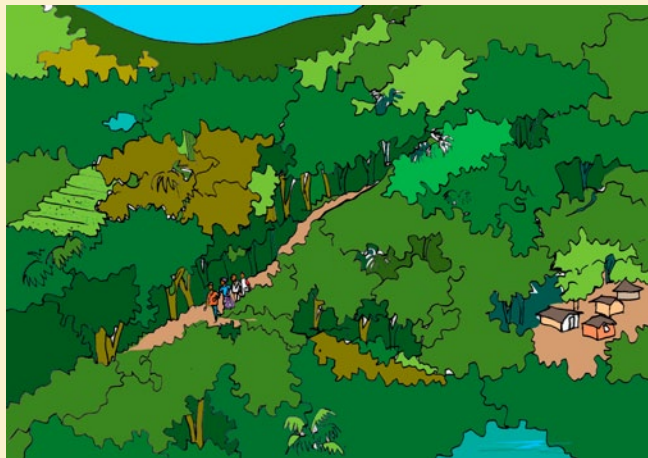
Key questions that the community needs to decide if it wants to lease its land to a company include:

- How long does the community want to lease some land to the company? (see box 1 on land leases)
- How much land does the community have, and how much of this land is the community willing to let the company use?
- Which areas of land and what natural resources is the community willing to let the company use, and which areas and resources does the community not want the company to use?
- What kinds of uses will be allowed by the community and what kind of uses will be prohibited?
- What payments and benefits will the community require from the company in return for the use of its land? (see box 2)

- Will the land-use lease be exclusive to one company or is it appropriate that the community lease to more than one company or retain the option to lease to more than one company?
- The community will also need to decide who will sign the lease on behalf of the community. If this is only a few selected community representatives, those representatives will need to have the written signed authority of the *whole* community, as proof of their authority to sign.

Box 1

A community land ‘lease’ agreement – including the payment of a regular rent, however small – is an important legal protection for communities wanting to let companies use their land. A land lease is a land-use contract. Only a valid land lease makes it *legally* clear that the community continues to be the owner of the land. This also makes it clear that possession of the land will be returned to the community when the lease ends. Other kinds of agreement such as Memoranda of Understanding (MOU) or Social Agreements should be avoided as they are unclear and may not be legally binding. It is important that any lease or other contract signed by the community and the company complies fully with Liberian contract laws and procedures, so the advice of an independent Liberian attorney is very important.



When considering what information on payments and benefits need to be included in the community land lease agreement, the following is recommended:

- **Payments and benefits must be clearly described in the lease agreement** so that the community and the company are clear on exactly what payments and benefits are required, and how they will be transparently provided by the company and transparently managed and distributed by the community.
- **There needs to be a clear timeline**, with milestones and deadlines, for when benefits and payments will be provided to the community.
- **Making sure that if profits are greater than expected, so are the benefits and payments.** It is recommended that the community consider an arrangement which has a contingency for if and when the company's profits exceed the original expected profits. In this case, if the company's profits exceed expectations, so should payments and benefits provided to the community.
- **Getting regular payments and benefits.** A company will make money every year from their investment on the community's land when the project is operational. It is therefore fair for communities to also ask for regular benefits like rent and royalties, instead of just *one-off* benefits. (see box 2 for some examples of the kinds of payments and benefits communities could require).
- **Making sure the whole community benefits.** Since community land belongs to the whole community, it is also important that the whole community benefits from the contract, not just a few individuals. The advantage of rent, royalties and some other kinds of payment and benefits are that they can benefit everyone equitably, based on community priorities. The disadvantage of relying on receiving jobs and training from the company as a central benefit is that the company will not be able to provide jobs and training to everyone, leaving potentially many community members and their families disappointed and left out of the benefit end of the deal.

Other recommended ingredients of a community land lease agreement include the following:

- A clear statement that the company recognizes the community's collective ownership rights over the entirety of their customary land (including the areas of land to be used by the company) *including* a formal recognition of this fact confirmed by an authorized government agency. Common borders of the community's land will need to be recognized and agreed by neighbouring communities in advance of formal government recognition.

Box 2.

The kinds of payments and benefits could include a mix of one or more of the following:

- **Surface rental fee (“rent”)**, e.g. a monthly payment of money to the community by the company for every hectare of community land used by the company. Charging a regular rent gives an important legal signal that the land remains the property of the community.
- **Royalties**, typically being a percentage of profits made by the company, which would change depending on the company’s success but with a lower limit (‘floor’) set to ensure some security if difficult times occur and profits drop.
- **Social benefits**, e.g. contributions to a community development fund, or where the company provides new or better roads, bridges, schools, healthcare etc.
- **Employment and training**, often limited to some community individuals, not all.
- **Shareholder payments**, where the community becomes a shareholder in the company and receives a share of the company’s profits (called a ‘dividend’).
- **Small-holder or ‘out-grower’ schemes**, where the community is supported to grow crops on its own land. In practice, where private companies are involved in implementing such schemes, they will sometimes require the community to sell its harvest only to the company, and although the company may provide some set-up or management support for the community (e.g. seeds, fertilizer, agricultural advice etc.), the costs of this support will be taken from the community’s profits.



- A contractual promise by the company that where there is any difference between the community's contract with the company, and any contract between the company and the government or anyone else, that the community contract will take precedence and will prevail.
- A procedure for reviewing the contract where there is new information or when a fundamental change in circumstances occurs which alters the original foundational factors of the deal, for example if the value of goods being produced by the company from the land changes.
- Agreements on exactly what activities the company will be allowed to do on the land, and what it is not allowed to do, e.g. construction of buildings, roads and other infrastructure; the use of certain types of chemical insecticides, herbicides or fertilizers; protections for water quality, rivers and wetlands.
- A grievance procedure, to resolve any disputes arising between the community and company, with access to local mediation or international arbitration, a local community dispute resolution mechanism if that exists, and access to a court of law if other efforts to resolve the grievance fail.
- A clear statement as to what law would govern the lease. Typically this would be the laws of Liberia, and if Liberian customary laws are to be included. These laws should be specified and made available to both parties in advance of the contract being signed.
- A procedure with clear rights, roles and responsibilities for ensuring that the community can openly and transparently participate in planning and monitoring the implementation of the lease agreement and its closure, including the right of the community to inspect company operations at all stages.
- Procedures to ensure independent oversight and monitoring of the contract – e.g. by an NGO – to investigate, monitor and report any non-compliance by the company with the contract.
- A plan and procedure for what will happen at the end of the lease agreement – including what will happen to any buildings, tree crops, equipment etc. that are on the community land, environmental restoration etc. A typical lease or concession would place a duty on the company to put the lands back to how they were found (obviously without any resources that the lease allowed the company to extract). Also, many such leases require 1) that certain funds must be placed aside by the company during the life of the lease (in an 'escrow' account) to be used by the company for decommissioning, abandonment,

Box 3.

Examples of the details that need to be specified for certain payments and benefits:

If the community is going to receive a rent and royalties under a land lease agreement, there must be clear procedures in place to ensure the rent and royalties are distributed in a way that is transparent and paid to the community as a whole. The land lease also needs to be clear on what specified dates the rent and royalties must be paid by the company (e.g. on the 1st of each month) and at what fixed periods (e.g. monthly). The agreement must also make it clear what happens (a) if payments are not made in time (e.g. interest or a penalty should be required to encourage payment on time) and (b) if payments are not made for a specified period of time (e.g. a right for the community to terminate (end) the agreement).

If a school is to be provided or renovated, the community should be able to know what the deadlines are for starting and finishing this, as well as details on how far away the school will be from the community; travel arrangements if the school is not nearby; whether the school will be a junior or a high school; whether the community will need to pay school fees (and if so how much); whether books, teachers and all other resources will be funded by the company; and how long the company will continue to support the costs of running of the school.



potential clean-up; and, 2) that the company prove they have a certain level of insurance to deal with damages that can arise at any stage (i.e. environmental leaks, clean-up needs, third party liabilities discussed below etc.).

- An indemnity clause to make sure that the company (but not the community) is liable to third parties for any actions or omissions of the company, its employees, agents, or subcontractors etc. that cause harm to a third party, regardless of proof of negligence or wrongful conduct. This should prevent any financial risk to the community (as land-owner) for actions or omissions that were the responsibility of the company (the land-user).



Other Resources

This manual has built upon the work of FPP and its partners over the last decade and is indebted to the other organisations that have produced manuals which we have sought to build upon and strengthen. In particular, the following publications may be useful for further reading;

AIPP, 2014. Training Manual for Indigenous Peoples on Free, Prior and Informed Consent (FPIC), Asia Indigenous Peoples Pact, Chiang Mai, Thailand.

AIPP and IWGIA, 2012. Training Manual On Free, Prior And Informed Consent (FPIC) In Redd+ For Indigenous Peoples, Asia Indigenous Peoples Pact, Chiang Mai, Thailand.

Colchester and Ferrari, 2007. Making FPIC Work: Challenges and Prospects for Indigenous Peoples, Forest Peoples Programme, Moreton-in-Marsh.

Colchester and MacKay, 2004. In search of Middle Ground: Indigenous Peoples, Collective Representation and the Right to Free, Prior and Informed Consent, Paper presented to the 10th Conference of the International Association for the Study of Common Property, Oaxaca, August 2004.

Edwards, K., Triraganon, R., Silori, C. and Stephenson, J., 2012. Putting Free, Prior, and Informed Consent into Practice in REDD+ Initiatives. A Training Manual. RECOFTC, IGES and Norad, Bangkok, Thailand.

FPP, 2008. Free, Prior and Informed Consent and the Roundtable on Sustainable Palm Oil: A Guide for Companies, Moreton-in-Marsh.

Oxfam, 2014. Guide to Free, Prior and Informed Consent, Oxfam, Australia.

Oxfam, 2014. Strengthening community understanding of free, prior and informed consent trainer's manual, Oxfam, Australia.

SDI & Namati, 2013. Community Guide: Getting a Fair Deal from Companies and Investors, Liberia.





Duarzon Village
Margibi County
Liberia
Tel: +231 886 844 041
E-mail: managementteam@sdiliberia.org
www.sdiliberia.org



Greenville
Sinoe County
Liberia
Tel: +231 886 685 914 /+231 770 032 143
E-mail: sesdev2009@gmail.com
www.sesdev.org