

Respecting Rights?

Assessing Oil Palm Companies' Compliance with FPIC Obligations

CASE STUDY



Contents

Background	3
Introduction	5
Summary FPIC Assessment of MOPP	8
Key elements of MOPP's FPIC non-compliance	10
Conclusion	17

Acknowledgements

Respecting Rights? Assessing Oil Palm Companies' Compliance with FPIC Obligations
A case study of Maryland Oil Palm Plantation in south-eastern Liberia

A report by Forest Peoples Programme (UK) and Social Entrepreneurs for Sustainable Development (Liberia)

December 2015

ISBN: 978-0-9929582-6-8



1c Fosseyway Business Centre
Stratford Road, Moreton in Marsh
GL56 9NQ, UK
Tel: +44 1608 652 893
Fax: +44 1608 652 878
www.forestpeoples.org



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

Background



This review is the result of several years of fieldwork by the Liberian civil society organisation Social Entrepreneurs for Sustainable Development (SESDev), in partnership with the UK-based Forest Peoples Programme (FPP), and is part of a UN Food and Agriculture Organisation (FAO) funded project that examines putting into practice in Liberia the FAO Technical Guide entitled ‘Respecting free, prior and informed consent, Practical guidance for governments, companies, NGOs, indigenous peoples and local communities in relation to land acquisition’¹ This Technical Guide is the third in a series that has been developed to support implementation of the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security, which were officially endorsed by the Committee on World Food Security on 11 May 2012, since when they have received approval from various forums, including the G20, Rio+ 20, and the United Nations General Assembly. The other FAO technical guides in this series include guides to: responsible gender-equitable governance of land tenure; improving governance of forest tenure; and, improved governance of tenure in fisheries.²

The FAO in Liberia and Rome has been particularly helpful during the first steps in this project through helping facilitate meetings with key figures in the UN (UN Development Programme and World Food Programme) and the Government (the Forestry Development Authority, Ministry of Agriculture, Land Commission), and we would like to express thanks to the FAO, as well as the above-mentioned offices of the UN and Government of Liberia. Most of all, thanks are due to the thousands of community members spoken to in the course of developing this report, as well as the hugely committed civil society organisations working with those communities without which this review would be an impossibility.

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 interest 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,

1 This Technical Guide, hereinafter referred to as the FAO Technical Guide to FPIC, can be viewed at the following link: <http://www.fao.org/docrep/019/i3496e/i3496e.pdf>.

2 Those other FAO Technical Guides in the series can be viewed on the same page as the Voluntary Guidelines themselves - see: <http://www.fao.org/nr/tenure/information-resources/en/>.

*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.*³

The requirement for free, prior and informed consent 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 section 6 of Liberia's new (2013) Land Policy, namely that 'communities may define themselves and determine how their land is managed, used, and allocated' can be seen as a meaningful expression of Liberia's Constitutional provision guaranteeing the greatest feasible public participation in the management of Liberia's natural resources (Article 7), though adequate implementation of this principle is still lacking. The broader national legal context is that a new (2013) land policy is now in place, and a draft Land Rights Act is before the legislature, in preparation for implementing the land policy. Although there are still significant questions about whether (and if so how) the law will respect customary land where it has been encumbered by existing government-granted private sector concessions, it is clear that Liberian law is making significant strides in giving due recognition to the customary land and resource rights of communities.

Although this review concerns the SIFCA Group's Maryland Oil Palm Plantation (MOPP) in particular – with Wilmar and Olam being notable investors in SIFCA – it is hoped that as well as being a constructive contribution to resolving issues in contention in that context, the experiences presented by this review will give practical and scalable lessons that the private sector, government, civil society and community actors can use to ensure compliance with legal and voluntary FPIC obligations in particular, and the respect of customary land rights generally. By creating an enabling environment within which communities can play a decisive role in determining their own development visions, the risks of costly and disruptive conflict highlighted by the FAO's Technical Guide to FPIC can be minimised, and the benefits of sustainable development properly realised.

3 FAO (2014) Technical Guide, Respecting Free, Prior and Informed Consent, p10

Introduction



This report presents an assessment of compliance with FPIC by the SIFCA Group's Maryland Oil Palm Plantation, after 4 years of operation. The assessment was carried out using focus group discussions, key informant interviews, and validation workshops in five of the nine affected communities in the MOPP Concession Area, namely the towns of Besseken, Gewloken, Gbolulu, Gbowein and Old Sodoken. These towns belong to the Klebo and Gbolobo clans of the Nyambo Grebo ethnic group.

The SIFCA Group, a corporation partly owned by a joint venture between Wilmar International Ltd. and Olam International Ltd. of Singapore, is currently operating in the southeast of Liberia through two subsidiaries; Maryland Oil Palm Plantation (Liberia) Inc. (MOPP) and Cavalla Rubber Corporation (CRC).

The MOPP plantation began operations following the conclusion of a Concession Agreement with the Government of Liberia on 4 March 2011.⁴ The core estate in the concession area was previously owned and managed by the Decoris Oil Palm Company (DOPC) in Pleebo-Sodoken District in Maryland County, but production and development of the plantation was abandoned in 1990 due to the onset of Liberia's civil war. The total size of the concession area is 15,200 hectares and is being exploited by MOPP in two stages. The first 8,800 hectares of land is to be cultivated for industrial palm plantation by rehabilitating the old Decoris plantation. The second stage involves developing 6,400 hectares for smallholder plantations under an 'outgrower scheme'.

The Government of Liberia first awarded large areas of land in the area as a concession to Decoris Oil Palm in the 1970s. With the benefit of World Bank funding, the project was intended to provide permanent employment for about 1,000 persons and directly increase the income levels of about 1,000 smallholder-farming families through the development of 7,500 hectares of oil palm on a nucleus estate and associated smallholder farms. The project was located in Maryland County where the ecological conditions were considered suitable for oil palm cultivation.

In summary, the Decoris project was intended to involve:

- 1 Establishing and operating a 5,000 hectare nucleus estate;

⁴ The full concession agreement can be viewed at the following link of the Liberian Extractive Industries Transparency Initiative (LEITI) website: <http://www.scribd.com/doc/157619497/Maryland-Oil-Palm-Plantation>

- 2 Providing extension services and credit facilities to develop 2,500 hectares of smallholder farms;
- 3 Training DOPC staff and smallholders both on-the-job and remotely;
- 4 Constructing an oil mill with a processing capacity of 30 tons of fresh fruit bunches per hour;
- 5 Establishing a fruit collection system;
- 6 Constructing main access and feeder roads and tracks;
- 7 Constructing and installing storage and port facilities; and
- 8 Providing technical assistance and consultant services.

The old Decoris plantation had several negative impacts on communities, and collapsed when the civil war started in 1990. According to various individual accounts, Decoris did not respect communities' land tenure rights nor did it follow any free, prior and informed consent (FPIC) standard. Communities were resettled without adequate reparation; their farmlands, crops and old towns were destroyed without any compensation or restitution. Communities' grievances with the plantation first arose then and were refuelled when MOPP claimed to have taken over the old Decoris plantation but refused to take any responsibility for the problems created during Decoris' operations; stating that that was not their obligation but the government's. The government, on the other hand, has not done anything to resolve the problem first created during Decoris' period of operations, thus providing an unstable backdrop to the resumption of operations by MOPP.

Loan assistance from the African Development Bank (ADB) was used to support the MOPP redevelopment of the abandoned Decoris Plantation. The ADB is committed to ensuring that projects it supports are socially and environmentally sustainable as enshrined in its integrated safeguards system (ISS) which consists of an integrated policy statement and five operational safeguards that the Bank's clients or bank-financed projects like that of the MOPP are expected to meet when addressing social and environmental impacts and risks.⁵ This ISS was developed on a principle that views economic and social rights as an integral part of human rights, and accordingly the Bank affirms that it respects the principles and values of human rights as set out in the UN Charter and the African Charter of Human and Peoples Rights.⁶

The operational safeguard 2 of the ISS (involuntary resettlement: land acquisition, population displacement and compensation) requires that all bank-financed projects that cause the involuntary resettlement of people must ensure that when people must be displaced they are treated fairly, equitably, and in a socially and culturally sensitive manner; that they receive significant compensation and resettlement assistance so that their standards of living, income-generating capacity, production levels and overall means of livelihood are improved beyond project levels; that they share in the benefits of the project that involves their resettlement; that displaced people are meaningfully consulted and given opportunities to participate in the planning and implementation of resettlement programmes;⁷ and that affected people are compensated for all their losses at full replacement costs before their actual move, before land and related assets are taken, and, if the project is implemented in phases, before project activities begin for each particular phase.⁸

5 African Development Bank Group's Integrated Safeguards System Policy statement and operational safeguards. Safeguards and Sustainability Series Volume 1 Issue 1, December 2013

6 Ibid, p.1

7 Ibid, p.31

8 Ibid, p.35

The Bank also commits to transparency, good governance and inclusivity as well as protecting Africa's most vulnerable people which might include for example landless people, people without legal title to assets, ethnic religious and linguistic minorities; some categories of children (orphans, homeless), marginalized social groups and people who are sometimes referred to as indigenous peoples.⁹ It is committed to ensuring that throughout the environmental and social assessment process, the borrower or clients engage in meaningful and transparent consultation with affected communities, particularly with vulnerable groups, to ensure that they can participate in a free, prior and informed manner in decisions about avoiding or managing environmental or social impacts.¹⁰

Irrespective of all these commitments and responsibilities that are binding on all bank clients and bank financed-projects like that of MOPP, MOPP is still failing to adhere to such safeguards as evident in the following summary FPIC assessment.

As SIFCA is part-owned by Wilmar and Olam, it is obliged to adhere to both Wilmar's and Olam's policies. On 5 December 2013, Wilmar published its 'No Deforestation, No Peat, No Exploitation' policy. This policy committed to not developing High Carbon Stock (HCS) forest, High Conservation Value (HCV) areas or peat. It also commits to no exploitation of people and local communities including respecting the Universal Declaration of Human Rights. The policy stipulates Wilmar will respect land tenure rights and respect the rights of indigenous and local communities to give or withhold their free, prior and informed consent (FPIC) to operations on lands to which they hold legal, communal or customary rights. It commits to resolve all complaints and conflicts through an open, transparent and consultative process. The policy also requires respecting and recognizing the rights of all workers including contract, temporary and migrant workers.

Similarly, Olam has published a sustainable palm oil policy in 2011 which got updated in June 2015 to include a roadmap to sustainable and traceable third party sourcing. Enshrined in this policy is a commitment by Olam to respect the rights of all workers and improving the livelihood of rural communities with one of the details being engaging transparently to ensure free, prior and informed consent (FPIC) of local communities and stakeholders are respected. Olam is also committed to a forest conservation policy; notably among the clauses to this policy is no development without the free, prior and informed consent (FPIC) of the local people: Olam is committed to respect the traditional and legal land access and use rights of indigenous or other local communities affected by their operations.

9 Ibid, p.16

10 Ibid, p.16

Summary FPIC Assessment of MOPP



Individual accounts suggest communities were forcibly evicted from their homes; properties were destroyed and houses burnt; and communities lost their farmlands and their livelihoods - but did not receive any compensation for crops destroyed or for any other damages when Decoris operated the concession MOPP holds today. Decoris abandoned the plantation during the war. Communities later reoccupied the abandoned plantation and resumed use of land previously cleared and planted by Decoris after the war. MOPP, in 2010, then recovered the plantation, cleared and planted palm oil without any resettle-

ment; villages were left standing whilst MOPP planted around such villages leaving no buffer or farmland for communities to cultivate.

Like its predecessor, the MOPP development has also severely affected communities' livelihoods and has made little effort to respect communities' rights to their customary land and resources. Most of the communities impacted by its operation were not consulted prior to land clearance for oil palm. Local

Palm planted around communities



populations report that their farmlands were destroyed and water sources polluted. Community members also report serious threats to food security as a result of the company taking over farmlands. Before the company came into the area most residents were involved in subsistence farming producing rice, cassava, eddoes, plantain, vegetables, etc. Just few of these produce were sold and the rest kept for family consumption. As MOPP came and took over the communities' land leaving them with limited land space and no alternative source of livelihood, they faced competition for farmland and thereby reduced the amount of food produced at a point in time. According to various community residents, when the affected communities protested MOPP's expansion onto their land in 2010, the company relied on the Emergency Response Unit (ERU) of the Liberian National Police to harass and intimidate them, while some members of the community were arbitrarily arrested. These protests were reportedly linked to MOPP expanding into new areas that were not included in the old Decoris operational areas.

Broadly, MOPP has not recognized community customary ownership to their land and resources, a fundamental requirement of FPIC compliance. The company's operation has resulted in damage such as loss of farmlands, pollution of water sources, and loss of crops with MOPP paying inadequate compensation, and in some instances no compensation at all. Communities have also reported that their livestock such as goats and sheep were poisoned as a result of ingestion of hazardous pesticides and/or chemicals in areas their animals grazed.¹¹

Key findings of this assessment are summarized as follows:

- 1 MOPP failed to identify the rights-holders on the land they are working on. Whilst communities claimed that they have been in existence even before Liberia gained independence, MOPP on the other hand claim the land they are operating on has been given to them by the government through the old Decoris plantation.
- 2 With respect to ascertaining the legal status of the land, MOPP failed to properly review the status of the land prior to commencing operation. As such,

the company did not take into account the point of view of the affected communities.

- 3 In identifying the decision-making institutions and representatives to engage with the plantation, MOPP did not allow communities to freely decide on their own minimum number of representatives. In dictating the number of representatives in these institutions, MOPP restricted the participation of women, youth, the poor, other marginalized groups and other interest groups in the various communities.
- 4 No participatory mapping was conducted along with the would-be affected communities. Communities claimed that government mandated the chiefs and commissioners as watchdogs for the government during the survey or mapping process, which affected communities' participation in the process. Communities and chiefs also claim that they have not seen maps produced from the mapping.
- 5 The non-participatory nature of the mapping process led to many community members losing their crops, farmlands and other properties on the land to MOPP, including cash crops such as small rubber plantations that were in some cases earning the community a significant income.
- 6 There was no formal negotiation between communities and MOPP. Communities have not negotiated nor signed any contract, memoranda of understanding (MOU) or social agreement with MOPP although their chiefs were invited to a meeting where MOPP asked them to sign an already prepared MOU. The chiefs reportedly refused to sign the MOU.
- 7 Farmers from all of the five affected communities assessed for this report claim that MOPP destroyed their farmlands but refused to pay adequate compensation, and in some instances paid no compensation at all for such damages.
- 8 With limited access to land and livelihood, local people do not only face major food insecurity in MOPP operations, but also face permanent insecurity in their land and resource tenure rights as the communities' property rights are not respected and the Concession Agreement could be renewed, potentially in perpetuity.

11 Fay, J, Krakue, D and Beyan, W: "No end to exploitation, the rights of Liberian communities palmed off. The impacts of SIFCA's operations on communities in Liberia", June 2014, p.13

Key Elements of MOPP's FPIC Non-compliance



The next section outlines specific elements of non-compliance with FPIC requirements with specific focus on MOPP's land acquisition process.

Scoping: Identifying the rights-holders

The FAO Technical Guidance stipulates that it is imperative for a development proponent to identify, in a participatory process, who the existing rights-holders and land users are in the targeted project area.¹² This helps to determine how local communities make use of the land as well as what kinds of claims different groups may have to the targeted land and the natural resources therein, and who has the right to be consulted and to give or withhold consent to the project.

This, however, did not happen in the MOPP project area when they started clearing the land in 2010. Many residents of the communities consulted in the preparation of this report claim that their towns and villages had been in existence before Liberia gained independence in 1847, but neither Decoris nor MOPP identified and consulted them before the plantation development began on their land.

According to an elder of Gbolulu town:

“ Decoris was here. Our forefathers were here before Liberia's independence. When I was in my youth, Tolbert¹³ brought investors to us and that was why Decoris came. They never came here to explain anything to us. Those in the Senate did not come down to us to say anything. Our fathers had their

crops but when they came they started operating and damaging their crops. Our people could not say anything because government gave Decoris the land. Decoris did not pay any compensation for our crops. The company gave us paper to say the government will come to pay for the crops that were destroyed. Nobody came until the war started in 1990 and Decoris left. We were here again after the war, we heard of SIFCA coming. They came around. When MOPP came they told us that the things that Decoris removed they were not responsible to pay but will pay for the ones currently on the ground that they will remove.

An elderly man added that:

“ Gbolulu town has been in existence before Maryland joined Liberia. The land is for us, our forefathers shed blood for this land. The taken over from Decoris by MOPP was done by the Government and the Legislative Caucus of Maryland. Neither MOPP nor the government had any meeting with us to inform us about the MOPP coming here.

Another elderly man from Gbowein town confirmed this:

“ Gbowien town has been in existence since Liberia gained independence. The company did not have any meeting with us to tell us of their coming. We just saw them here in 2010. The government had already decided for them to work. They had started clearing in other communities, but when they were near to us before they came here. The land here is for the whole town and not individuals.

According to media reports the 25-year Concession Agreement between MOPP and the Government of

¹² Ibid, p.16

¹³ Liberia's President from 1970 to 1980. He was killed following a military coup on the morning of April 12, 1980



Liberia was signed in the presence of the Council of Chiefs from the Pleebo-Sodoken District of Maryland County.¹⁴ The media report, based on comments attributed to Hon. Bhofal Chambers, implies that the Council of Chiefs represented the communities.

However, chiefs from the five communities assessed denied being present during the signing of the Concession Agreement. When asked about Representative Chambers' claims, one chief said "Representative Bhofal Chambers said he did not sign any documents because he did not want the company to come here but when we did a background check we saw his signature", but he refused to say whether the claim attributed to Representative Chambers was true or not.¹⁵

Another chief noted:

" I have been Chief from Decoris time up till now. Decoris and MOPP never sat down with us for anything. Even the Concession Agreement, we have not seen it. Communities do not have any copy. MOPP are deceiving us. The government mandated that the Chiefs and Commissioners should be their eye on the ground during the survey. I did not sign

Land clearance with destroyed water source in MOPP concession area.

any documents with any of these companies. The companies passed through the Ministry of Internal Affairs (MIA) and Ministry of Agriculture (MoA) and our Representatives gave the mandate.

These claims suggest that MOPP did not properly assess or identify the rights-holders on the land prior to commencing clearing and planting. In addition to the alleged exclusion of chiefs from the process there was no direct consultation with the communities themselves either. Without fulfilling this fundamental prerequisite of FPIC, it is difficult to see how the company can have complied with FPIC standards.

Ascertaining the legal status of the land

The FAO practical guidance directs that in any process of land acquisition, clarifying the extent of local communities' rights over lands and other resources, and where possible to secure these rights, is a crucial first step in respecting FPIC.¹⁶ This will help to determine who has rights over the targeted project land, both in state laws and under customary law; how the legal status of the land will change if a company acquires it; and what effect this has on rights-holders.

¹⁴ <http://allafrica.com/stories/201103180288.html> accessed 03.18.2015

¹⁵ *This is a quote from one of the chiefs during the Gbolulu/Gbowein workshop on 21/01/15*

¹⁶ *Ibid*, p.19

In practice, MOPP in its operations failed to recognize the customary rights of the local communities over their land and resources by failing to review the status of the land from the point of view of the communities. Communities mentioned that MOPP rather claims that the government gave them the land that used to be under the management of Decoris, and so the only obligation they have is to compensate for the crops that are on the land. This, however, would be in violation of internationally accepted standards on FPIC and Liberia's Community Rights Law of 2009, which requires FPIC for development that affects communities' forestlands.

Identifying decision-making institutions and representatives

According to the FAO practical guidance, there is a need for the rights-holders to identify decision-making institutions and representatives in their various communities.¹⁷ This is to ensure that rights-holders are represented through individuals and institutions of their own choice, and who are accountable and legitimate to those they represent, in consultation, negotiation, decision-making and consent-seeking processes. This also helps to avoid misunderstandings and agreements that do not reflect the views of the community, which, in turn, may result in disputes.

In practice, however, MOPP did not allow communities to freely decide on their own representatives as it imposed a limit of one representative from each town to be a liaison for the community. In some other cases, two communities were asked to jointly nominate a single representative. This invariably restricted the participation of women, youths and other interest groups in the various communities.

According to community members interviewed in Gbolulu and Gbowein during the assessment:

“ MOPP established a committee to be a liaison between the community and the company some part of last year and we were informed about all the benefits we will get from their operations. We were told that we in Gbolulu and Gbowein should select one representative on the committee and there was no possibility for us to select a woman.

17 Ibid, p.25

On other occasions, the chiefs were singled out by MOPP and invited to represent the communities without the approval of such communities. In these instances, the participation of communities in the process was severely curtailed and therefore cannot be considered as compliant with FPIC requirements.

Participatory mapping – mapping claims to, and uses of, land

The FAO Technical Guide¹⁸ specifies that there is a need for participatory mapping which should be a community driven process facilitated and supported by the company and/or government to establish the extent of the lands and resources over which inhabitants of the targeted project area have both formal and informal rights. The participatory mapping must cover all parts of the targeted project area as well as bordering zones.

In practice, however, MOPP did not go through this process. Instead, the government mandated the chiefs and commissioners to serve as government representatives during the survey or mapping process. The resulting maps were also not produced with the full awareness and agreement of the communities. Communities, and the chiefs that represented the government during the survey, claim that they have not seen the maps that were produced after the survey.

A resident of Gbolulu town noted:

“ They only have the map to themselves. MOPP added more land to what Decoris was operating on. They said the extra land taken was on the map. They have not done any participatory mapping with us. The mandate to extend the old Decoris plantation came from the government not us.

The Chief of Old Sodoken when asked whether he was part of the survey team responded:

“ I was mandated to represent the government during the survey but I did not go on the field. I sent some youths to represent me during the cutting of the lines through our land.

18 Ibid, p.22

The outgoing General Town Chief of Gbolulu also said:

“ I was involved with the survey because the government mandated that the Chiefs and Commissioners should be their eye on the ground during the survey”.

This compromised the position of some chiefs with their communities, because according to the incoming General Town Chief of Gbolulu “most of the Chiefs were [involved in the survey] so we did not have anybody to talk or report our grievances to”.

The non-involvement of communities during the mapping process led to many community members losing their crops, farmlands and other properties on the land to MOPP and without compensation. This left many residents with no other option but to commence farming again on disputed land. A female resident of Gbowein Town noted:

“ There was a bitter argument on our land with Niwien (Garraway – Grand Kru) in 2005. This is the area everybody is moving now to have their farm there since our land was taken over by MOPP.

They destroyed our crops on the land they extended into. We had crops on our land before they did the clearing, we were doing rice farm, sugar cane farm, plantain, rubber, coconut, vegetables, etc to help the family and to support our children in school.

An aggrieved elder of Gbowein commented that

“ MOPP has taken more land than what Decoris had. Nobody gave them land. We were never involved in any participatory mapping, the chiefs from other communities were part of the survey team. They demolished a school’s foundation because it was included in the area given to the company but they have not relocated the school.



Hand dug well with pump and sign post



Iterative negotiation process and final written agreement

It is essential that consent-seeking processes are free of manipulation, that agreements reached are mutual and recognized by all parties, and that further steps can be introduced where consent is withheld, if this is agreed to by the local communities. Consent of all parties is necessary for completion of each step of the process, even where these steps are repeated. Moreover, even in a case where consent has been obtained from indigenous peoples and local communities, it must not result in the undermining of their human rights according to the FAO's technical guidance.¹⁹

Affected community members reported that MOPP did not have any negotiation with them on any agreement in writing between the community and the company. Agreements (or contracts) of this kind are sometimes called memoranda of understanding (MOU) or social agreements. One resident noted:

“ No MOU has been signed and so we do not know what all our benefits are and we do not have a copy of the Concession Agreement to know what benefits are listed in it. We were told verbally in a meeting that MOPP will build hand pumps. We had to go there before they told us that they will build four hand pumps for us after we put some of the polluted water in a bottle and carried it to their office to show them. We asked the Manager if he could drink this water. He brushed our question aside and promised us the four hand pumps.

Instead of holding negotiations with communities the chiefs were invited to a meeting and asked to sign an MOU that had been pre-prepared by MOPP. The chiefs refused to sign and referred the company to their lawmakers.

According to the Town Chief of Gbolulu:

“ We had a general meeting at Gbolulu with representatives from the various communities and during that time the manager told us that if we agree then we were going to sign an MOU prepared by them but some of the community members boycotted it and we did not sign anything. Up to now we do not have any MOU with the company.

The town chief of Old Sodoken also confirmed this situation, saying:

“ I personally was there in a meeting where the chiefs from the various communities refused to sign the MOU MOPP brought demanding that they have to see their lawmakers before signing.

Little or no development benefits in return for the loss of land

As has been noted throughout this report, chiefs from the various communities were invited to a meeting by MOPP and were informed of benefits described in the Concession Agreement. MOPP promised they would provide these benefits to the affected communities. However, communities complain that more often than not, they have had to put pressure on MOPP or sometimes go on demonstrations before some projects are implemented.

For example, there is tension between the youths of Gbolulu and Gbowien, and MOPP. According to some community residents, the company promised it would rehabilitate the road in the area but it has not done so.

According to a youth from Gbowein:

“ There are pits on the main road – MOPP has promised us several times to pave the road but has refused and so the youth had to go behind them. We have to fix the bridge on the road by ourselves since several attempts to get MOPP to fix it failed.

Another youth from Gbolulu also said:

“ Tribal people do not know what all is going on because MOPP has not come down to us to tell us anything. We do not have anybody to talk for us. These are the inconveniences we are talking about. We had a demonstration against MOPP to fix the road and MOPP said it is not part of their action plan.

Promises to provide safe drinking water have also not been fulfilled:

“ All the water sources are contaminated. MOPP promised to dig four wells and install hand pumps; two in the main town and two in the mission town. But they have only dug one in each of the towns. Our drinking water right on the road has been polluted. We had to go on strike for several days before they

¹⁹ Ibid. p.28

MOPP FARMS
Comp. Ticker

Town/Village: Samitukew Date: 19/04/12

Name: Sophia Doety

Crops:

1. Rubber: A. Mature X B. Immature X

2. Plantain: 22

3. Coconut: X

4. Orange: X

5. Bread Fruit: X

6. Cassava: X

Amount US\$ 110.00

Signed: Nelson Neal
Nelson Neal
Communities Rep.

fixed one pump for us in September 2014. We have been drinking from the polluted water. But when they come here and we offer them the same polluted water, they say they would not drink.

Other promises about jobs have also not been fulfilled. According to a resident of Gbowein:

“ When MOPP arrived they announced that the new company is here and they are looking for people who can operate tractor, be security etc., but they deceived us. They made us to register and they said they will take the people for training and after that they will come back to work. Whilst we were still waiting to go for the training surprisingly we saw people from different areas, Ivory Coast and other places starting to work. When we asked why, MOPP told us that the men from this town did not pass the test.

A resident of Old Sodoken also complained:

“ When MOPP arrived they announced that the new company is here and they are looking for people who can operate tractor, be security etc., but they deceived us. They made us to register and they said they will take the people for training and after that they will come back to work. Whilst we were still waiting to

Receipt for crop compensation

go for the training surprisingly we saw people from different areas, Ivory Coast and other places starting to work. When we asked why, MOPP told us that the men from this town did not pass the test.

Another youth from Gbolulu noted that, “out of 1,961 people in both the mission and big town, only 47 people are working for MOPP”.

According to some residents of Gbolulu, the company also promised scholarships for young people. But the company has only provided a limited number of scholarships and communities have questioned the level of support which provides for tuition but no other necessary support like board and lodging. As one resident narrated:

“ Only five students at junior and senior high level have so far been given scholarship. I called it parental help. They are only helping the parents because if someone is on scholarship, he or she is supposed to eat well and sleep well in order for them to study hard and perform better. Nothing of that sort is happening. The children on scholarship have to register before MOPP can pay only the tuition.

Little or no crop compensation

Farmers complain that inadequate or no compensation has been paid for the crops that were destroyed by MOPP in clearance and planting operations. Although most of the affected farmers said they were present during the crop surveys, they complain that they were not adequately compensated. Almost all the farmers complained that MOPP did not share the results of the survey with them and the company did not negotiate a fair price for the different types of crops. Rather, MOPP used their own price-listing and disregarded even the crop compensation rates set by the Ministry of Agriculture.

A farmer from Gbolulu said:

“ They destroyed food and cash crops on the land they extended into. A lot of people were paid compensation for their crops, however the amounts were decided by MOPP. They did not use the approved prices from the ministry of Agriculture. The compensations were paid on September 2, 2013. Their staff came to our farm and they counted our crops along with us after which we were issued a ticket on which there was the amount you are due to be paid. The company decided the price for each crop, i.e. US\$5 for a mature rubber tree and Liberian Dollar \$250.00 for an immature [rubber] tree.

A youth from Gbowein confirmed this claim saying:

“ The MOPP team came and I counted the trees with them. After they carried the report to the office they brought the cheque later on. I went to the bank with the cheque and I collected my money. No paper or document on anything but I can remember all. There were 1,250 immature rubber trees and 200 mature rubber trees. The company paid US\$5 for two immature trees and US\$5 for each mature tree. For other crops I received US\$5 per tree. In total I received US\$4,045

[A ton of rubber in 2010 cost US\$2,300 (Two Thousand Three Hundred United States Dollars). Six hundred (600) trees can produce a ton of rubber within a month. One Thousand Two Hundred trees will amount to Four Thousand Six Hundred United States Dollars just a month and an annual income of Thirty One Thousand Two Hundred United States Dollars].

Other farmers complained that they have not received compensation for their crops that were destroyed.

Promises of compensation given to those farmers whose land were destroyed by Decoris before the war are unlikely to ever be honoured as MOPP has informed them that this compensation would be made by the government, and most communities consider the prospects of receiving compensation from the government to be very remote.

To summarize the plight of the affected farmers, a resident of Gbolulu town noted:

“ Tribal man is not able [to seek justice from the] government. The company has not paid some people compensation up to now. Our lawmakers are deceiving us, they are receiving bribes from the company but at the end we the tribal people are suffering.²⁰

Women have also been adversely affected. A local women's leader noted:

“ We the women from this area planted vegetables in their mounds when they were clearing thinking that by the time they will plant we would have harvested our vegetables. We told them this and they agreed for us to do it but we were later informed to remove all those immature vegetable before January 25, 2015 since they would be spraying on them to destroy. We wrote letters to them asking them to allow our vegetables to be there until March but they refused. They said 'a farm cannot be in a farm'. We have been informed that our vegetables have been sprayed. We have nowhere to plant our vegetables again.

In addition to the hardship brought onto the communities, some allege that MOPP has used intimidation to stop them from pursuing a solution to their concerns.

A youth from Gbolulu summarized this claim:

“ Sometimes when we go there to demand for things, the company can threaten us that they have their lawyer in London and whether the community will be able to go there to put their case before them. And so since we do not have the capacity of travelling to London, we can just leave it until another opportunity presents itself.

20 Personal interview with Mr. Gabriel X from Gbolulu town, 25 January 2015

Conclusion



In conclusion, this case study presents the findings of an assessment of MOPP's compliance with FPIC requirements with reference to the FAO's FPIC Technical Guide, and finds that MOPP is developing the old Decoris plantation and annexing adjoining land without adhering to FPIC requirements. Communities have protested and have often organized strike actions against MOPP for benefits that have been promised but have not been delivered. If not adequately addressed, such issues and the fundamental issue of the dispossession of communities from their valuable land, crops and natural resources without their permission could lead to continued conflict.

With limited access to land and livelihood, local people do not only face major food insecurity in MOPP operation areas but also insecurity of their tenure rights as communities' property rights are not being respected. This has happened with the backing of some of the lawmakers and government officials often working with the company to take local people's land. There are high levels of distrust amongst the local communities about those they have selected to represent them. These politicians are accused of putting the company's interest first and above the wishes of the community.

It is inevitable that those communities who once owned land but are now considered as tenants or squatters by MOPP will have no choice but to continue to resist the company's operations on their customary land. This may lead to violence and could seriously impair the productivity of the company and the prospects of enduring and sustainable development in the area.

However, there is an opportunity for both the Government and the company to correct the mistakes of the past, organize dialogue with the affected communities, and carry out adequate consultations with all the affected communities in the MOPP Concession Area. MOPP should redesign its model of plantation development and take into account FPIC requirements in national and international law and best practice, and as described in the FAO's technical guidance. This will increase community understanding of the project and allow the community to have a say in whether, and if so how, the plantation is developed, and will hopefully lead to a reduction in tensions and conflicts between the company and the affected communities.

Below are four critical recommendations on how MOPP could address the issues identified in this report. Critically, MOPP should, with the meaningful participation of communities:

- 1 Halt its expansion and conduct a robust review of the current model of developing the plantation to take into account FPIC requirements.
- 2 Conduct an assessment to identify those farmers whose crops, water sources, and other

natural and cultural resources have been lost to the company and/or damaged by the company but are yet to receive adequate compensation, and justly and fairly compensate them. The investigation must also look into the crop compensation scheme and hold accountable those staff found to have committed malpractices during the compensation process.

- 3 Conduct an assessment to identify those communities whose lands and natural and cultural resources have been acquired and/or damaged by the company without their FPIC, and provide restitution of that land to those communities. Where the community is willing to let the company continue to use their land for plantation development, the company should only continue to do so on the basis of a legally enforceable land-use contract that respects the community as land-owner.
- 4 Alongside or within these land-use agreements, the company should negotiate with communities clear, robust and legally binding agreements on the development benefits that will be provided by the company to meet the social needs of the community. This could include constructing and operating primary schools for hundreds of children that do not have access to education in the Concession Area.

This report further recommends that the Government of Liberia and civil society organisations should engage with MOPP to create a platform that supports communities affected by MOPP's operations. This will need the involvement of all stakeholders, duty bearers and rights-holders to ensure that this support is not misrepresented as anti-development but is seen in its true light as promoting sustainable development.

Finally, it is recommended that the national media scale up on-the-site investigations into the 'land grab' issues in Liberia including the situation with MOPP, and hold radio discussions and talk-shows both in Maryland and Monrovia to bring community voices and perspectives to the national level for national attention and lessons learning.

View of Pleebo City, the capital of Pleebo-Sodoken District Maryland County where MOPP is situated.





1c Fosseyway Business Centre
Stratford Road, Moreton in Marsh
GL56 9NQ, UK
Tel: +44 1608 652 893
Fax: +44 1608 652 878
www.forestpeoples.org



**Social
Entrepreneurs**
for Sustainable
Development

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

