

Community Development Action Plan for Sierra Rutile Limited, Sierra Leone

Sierra Rutile Limited



Sierra Rutile Limited

March 2018

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List of Abbreviations

ACF	Action Contra Firm
ADF	Agricultural Development Fund
ATS	Allterrain Services Group
CBO	Community Based Organisations
CDA	Community Development Agreement
CDAP	Community Development Action Plan
CDC	Community Development Committee
CSR	Corporate Social Responsibility
EIA	Environmental Impact Assessment
ESAP	Environmental and Social Action Plan
ESHIA	Environmental, Social and Health Impact Assessment
FBO	Faith Based Organisation
GIIP	Good International Industry Practice
HSEC	Health, Safety, Environment and Community
JADA	Jackson and Devon Anderson
MCSL	Methodist Church Sierra Leone
NGO	Non-governmental Organisation
NMJD	Network Movement for Justice and Development
SIA	Social Impact Assessment
SLRCS	Sierra Leone Red Cross Society
SRL	Sierra Rutile Limited
STEM	Science, Technology, Engineering, and Mathematics
UNAIDS	United Nations Programme on HIV / AIDS
UNICEF	United Nations Children's Fund

1 Introduction

1.1 Purpose

The Community Development Plan (CDAP) aims to promote and support sustainable Corporate Social Responsibility (CSR) initiatives in Sierra Rutile Limited's (SRL) Primary Host Community. SRL's contribution to economic growth and social well-being is limited by a life of mine ending in six years. The CDAP's intention is to identify community development projects that require reasonable resources to implement, uphold the principle of sustainable community development and work to ensure effective handover after mine closure.

SRL seeks to demonstrate, through the CDAP, its commitment to communities and stakeholders while managing unrealistic expectation of its contribution to the development of its Primary Host Community. It is therefore critical that the community development programme is sustainable. This is dependent on a number of factors including the SRL's ability to establish / maintain partnerships with the communities, local government, and civil society. SRL will seek, where appropriate and feasible, to assist these development partners with capacity building, project implementation, management, and monitoring in order to support their long-term effectiveness and sustainability.

1.2 Background

SRL's CSR spend is divided into mandatory and voluntary contributions. SRL formalised a significant portion of the mandatory community expenditure by establishing the Sierra Rutile Foundation in 2012. The Foundation was governed by a board of directors and received funding applications. SRL was the sole contributor to the Foundation and the expenditure was in the order of US\$ 100,000 per annum. The Foundation was an interim measure instituted by SRL, while a Community Development Agreement (CDA) and Community Development Committee (CDC) was being established in accordance with the *Mines and Minerals Act (2009)*.

SRL duly established both the CDA and CDC towards the end of 2017.

Other mandatory expenditure areas include the Agricultural Development Fund (ADF), and the payment of surface rent, as well as where needed, crop compensation. The ADF comprise approximately US\$ 100,000 per annum and surface rent is a fixed amount per hectare under rent, escalating at 3% annually. Crop compensation is paid in accordance with legislative requirements.

Since the SRL's change in ownership, thorough investigations were conducted into the long-term sustainability of CSR initiatives and the Company has formulated a detailed strategy, as is outlined in this report.

1.3 Mission and objectives

SRL's mission is to establish sustainable partnerships with the Primary Host Community, local interest groups and other organizations in developing social programmes that will lead to ongoing development and ownership.

SRL's CSR spend is divided into mandatory and voluntary contributions. SRL is commitment to sustainable community development as a matter of corporate policy and is committed to leaving a long-term positive legacy in the Primary Host Community.

With the above in mind, community development programmes are selected and intended to address two main objectives:

- To dovetail with the recommended mitigation measures which are being implemented to address potential socio-economic, and community health impacts of SRL operations; and

- To promote and secure sustainable development in the Primary Host Community.

1.4 Areas of influence

For the purpose of this CDAP, the focus is on the “direct area of influence¹” (refer to Figure 1-1). The direct area of influence was similarly defined in the Environmental, Social and Health Impact Assessment (SRK ESHIA, 2018) and the Environmental and Social Impact Assessment (ESIA, CEMMATS, 2012). The “Primary Host Community” will be defined and mutually agreed upon as per the requirements of the CDA.

¹The direct area of influence is also referred to as “SR Area 1” / study area in the ESHIA (SRK, 2018).

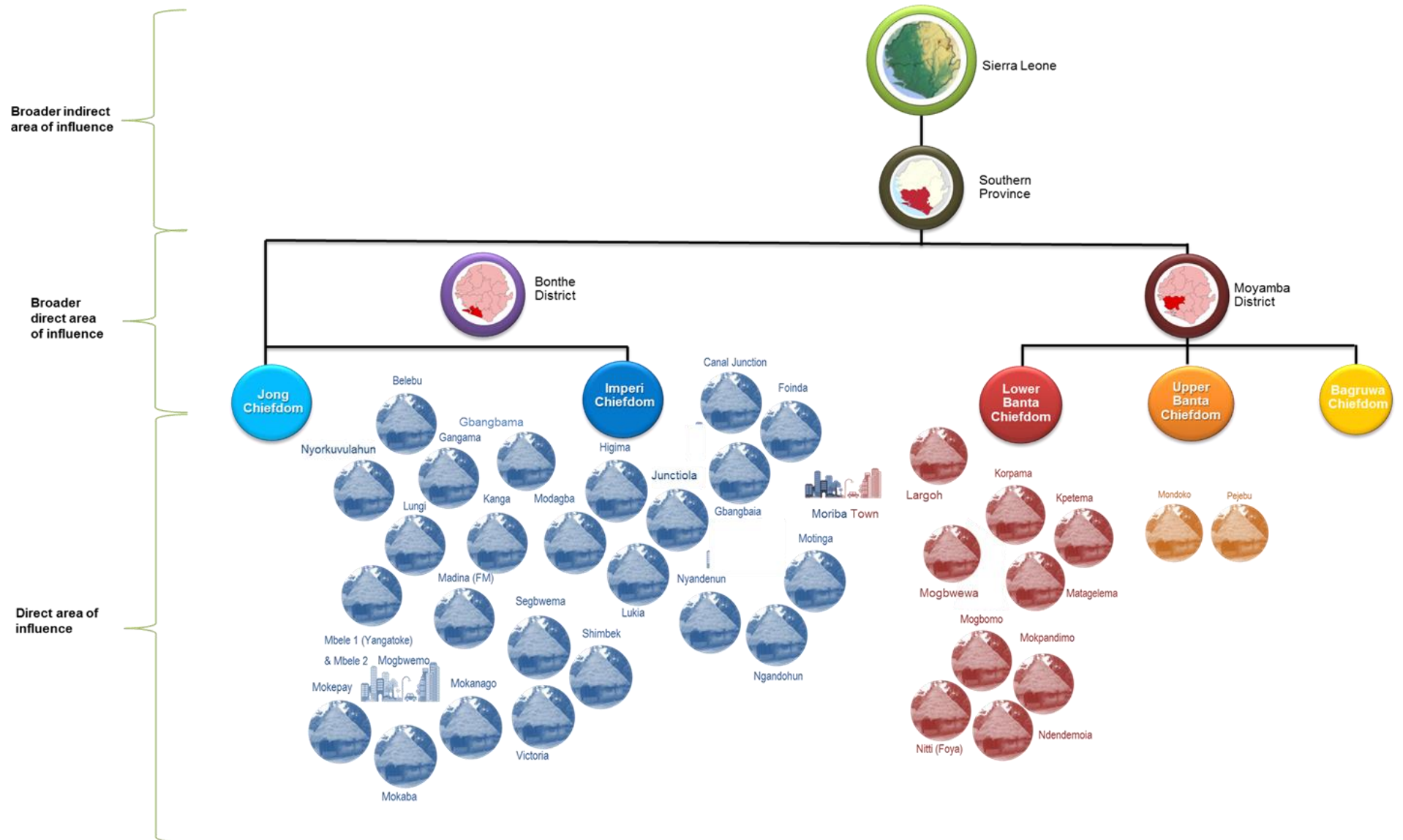


Figure 1-1: Summary depicting areas of influence

1.5 Structure of the plan

The CDAP is structured under the following themes:

- The local and international policy and legislative context;
- An overview of local development needs and priorities identified by SRL;
- An outline of the existing CSR programmes and initiatives being undertaken by SRL;
- An outline of the CDA and CDC; and
- A description of the monitoring requirements, including indicators, targets and acceptable criteria.

2 Legal framework, standards and SRL policies

The following section outlines the legal framework, standards and SRL policies that have specific bearing on the SRL CSR programme.

2.1 International regulations and standards

Whilst legal compliance is a minimum standard for SRL, the Company is committed to upholding Good International Industry Practice (GIIP) standards as far as is practicable. As such, SRL's policies and programmes, including this CDAP, takes cognisance of the following GIIP standards:

- The International Finance Corporation Performance Standards;
- World Bank Environment, Health and Safety Guidelines;
- The International Labour Organization Conventions;
- The United Nations declarations and agencies including:
 - Declaration on Rights of the Indigenous Peoples;
 - International Health Regulations as promulgated by the World Health Organisation, updated regulations for 2005;
 - International Covenant on Economic, Social and Cultural Rights; and
 - Partner programmes such as the Sustainable Development Goals.

2.2 Sierra Leonean Acts

SRL is governed by *The Sierra Rutile Agreement (Ratification) Act 2002*². This Act refers to the *Mines and Minerals Act 1994* (amended by *The Mines and Minerals Amendment Act 1999 and 2009*) as applicable but is superseded by the Agreement Act where there are conflicts between them. The Sierra Rutile Act addresses policies, development, operations, and financial matters related to mining within the study area. The Acts set out a number of statutory obligations for SRL in relation to sustainable community development (Section 139 of the Mines and Minerals Act, and Section 2.2 of the Sierra Rutile Agreement (Ratification) Act).

2.3 SRL policies and procedures

SRL acknowledges that the implementation of sustainable CSR initiatives is beneficial to both the Company and the community in which it operates. As such, SRL has a number of policies, standards and procedures that relate to community development. These include:

- Iluka Health, Safety, Environment and Community (HSEC) Policy (2017) commits the Company to operate in a sustainable manner by targeting high levels of performance and pursuing leading practice in the areas of health, safety, environment and community reflecting the Company's values of Commitment, Integrity and Responsibility; and

² *The Sierra Rutile Agreement (Ratification) Act, 2002* frames the financial obligations of SRL regarding community development-related activities.

- Iluka Group Standard – Social Performance (2017) and Group Procedure – Social Performance (2017), are part of the Iluka HSEC Management system and set out the minimum performance requirements for all Iluka sites and expansions pertaining to social performance.

2.4 SRL Community Development Agreement

SRL, along with its Primary Host Community, are signatory to the CDA (Refer to Appendix A), which provides a framework for the implementation of SRLs CSR obligations in accordance with the Mines and Minerals Act and the Sierra Rutile Agreement (Ratification) Act. The CDA reads as follows:

- Pursuant to Section 139 of the Mines and Minerals Act, SRL is required to assist in promoting sustainable development, enhancing the general welfare and the quality of life for communities directly affected by the mine;
- The Parties recognise the need to provide a framework for SRL's community development obligations pursuant to the *Mines and Minerals Act*, and the *Sierra Rutile Agreement (Ratification) Act* (See Section 2.2);
- SRL and the Moyamba and Bonthe District Councils have a responsibility to identify communities directly affected by the mine and support the participation of those communities in the negotiation and implementation of a community development agreement in a fair, transparent and sustainable manner;
- The development of transparent, respectful and harmonious relations between SRL and communities directly affected by the mine is indispensable for creating a stable and sustainable operating environment and ensuring that communities directly affected by the mine can share in its benefits;
- The Parties are committed to full transparency and good governance and eschewing all forms of corruption and violence; and
- The Parties recognise that SRL undertakes its community development obligations to compliment government led development and not to assume or replace government service provision responsibilities.

3 Community Development Committee

SRL has undertaken various CSR projects under its previous CDAP. Against the background of ongoing operations and potential expansion, these activities will continue through the CDC.

The CDC is democratically elected and includes, but is not limited to, the following community members:

- Chairmen of Bonthe and Moyamba District Councils;
- District Officers of Bonthe and Moyamba Districts;
- Paramount Chiefs of Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
- Two Ward Councillors within the Primary Host Communities; one from Bonthe and one from Moyamba District Councils;
- Development Planning Officers of Moyamba and Bonthe District Councils;
- Environment and Social Officers of Moyamba and Bonthe District Councils;
- Members of Parliament representing the Constituencies within which the Primary Host Communities are located;
- Five Chiefdom land owners representatives: one each from Upper and Lower Banta, Imperi, and Bagruwa Chiefdoms;
- Five Chiefdom religious heads: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
- Five Chiefdom women's leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
- Five Chiefdom youth leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
- Five Farmers representatives: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms; and

- One Civil Society Organisation Representative from within the Primary Host Community.

The obligations of the community representatives and SRL are set out in the CDA. SRL's involvement in the CDC is largely to provide a mentoring and governance role, as part of its commitment to assist in capacity building of local structures. Decision making in respect of the selection of CSR projects, will remain the ambit of the CDC members.

4 Target stakeholders

4.1 Primary Host Community

There are several communities that are currently affected and will be affected in the future by SRL's mining activities as is outlined in Section 1.4 of this CDAP. The CDC will determine the Primary Host Community, and which communities will be targeted for CSR initiatives according to criteria agreed upon at operations and corporate level. As expansion projects continue, the CDC will extend to other affected communities. At that juncture, new target communities will be engaged to determine which CSR initiatives best address their specific development needs and priorities.

4.2 Vulnerable and disadvantaged groups

Vulnerability cannot be determined without understanding the interactions between a number of socio-economic and environmental variables. Different variables, uniquely contribute to a specific household's vulnerability. Households in the direct area of influence with a lack of access to sufficient livelihoods resources are considered to be potentially vulnerable, aggravated in some cases by the presence of persons with disabilities, sick household members, elderly and children. Because of diverse combinations of vulnerability indicators among households, status will be assessed on a case by case basis where required (at varying levels of interaction between variables). With this in mind, CDAP initiatives led by the CDC will endeavour to consider and prioritise vulnerable people where applicable.

5 Current CDAP development initiatives

During the current operational phase, SRL has invested in a number of community development projects in the surrounding communities, with a focus on education, healthcare and agriculture (SRL Annual Report, 2017; SRK SIA, 2018).

5.1 Contributions to development structures

Donations made by SRL into development structures include:

- A contribution US\$ 125,000 to the Sierra Rutile Foundation (no longer active), supporting sustainable infrastructure projects in healthcare, education and agriculture; and
- The Initiative for Community Development is based in Moriba Town and is the implementing partner to SRL for water well rehabilitation in the receiving communities as well as actively promoting community awareness.

5.2 Healthcare

Healthcare related initiative have to date focused on:

- Clean water supply to communities surrounding the mining operations where the mine has potentially impacted their water supply;
- Construction of three hand pump wells in Kpatema, Gangama and Semabu;
- Implementation of dust suppression (road watering);

- Rehabilitation and maintenance of key community road networks in the mining concession area; and
- Donation of building materials to different institutions within the SRL's operational areas.

5.3 Education

Support and projects related to education focused on:

- A contribution of US\$ 25,000 to the Jackson and Devon Anderson (JADA) Technical and Vocational Institute in the 2016 / 2017 financial year. JADA provides technical and engineering courses to improve the long-term employment prospects for young men and women living in and around the mining communities, whilst promoting local skilled labour. Courses are offered at the diploma and certificate levels in civil, electrical mechanical automobile engineering and information technology and business studies;
- A contribution of US\$ 16,000 to the Ruby Rose Educational Resource Centre. The Ruby Rose Educational Resource Centre at the SRL mine promotes adult literacy. It was established in 2008 and is co-funded by the American philanthropist, Melonie Kastman and SRL. The centre is utilised daily by primary and secondary school pupils from Moriba Town and Kpetema. In 2016, 1,250 students visited the centre. The centre also offers courses, including adult education (attended by nine males and two females) and skills training in tailoring (attended by two males and eight females);
- Construction of a six-classroom primary school in Vaama; and
- Fabrication of furniture for Bamba Primary School.

5.4 Agriculture

A greenhouse initiative commenced in 2015, and is sponsored by SRL:

- The greenhouse initiative is run by Allterrain Services Group (ATS), an independent facilities management, catering and outsourced solutions service provider. The project supports five vegetable groups (co-operatives) and provided greenhouse kits and training for farmers on modern agricultural techniques. The programme seeks to support local farmers in accessing economic opportunities that will ultimately provide stability and prosperity. Apart from mobilizing the farmers into a cooperative, ATS also provide them with a ready market for their output. A total of 93 farmers benefit from the programme (43% male and 57% female) in the Imperi, Jong, Lower Banta, Upper Banta Chiefdoms. Currently, ATS source only 20% of their produce from the programme for the SRL catering requirements but aim to increase this contribution.

6 Potential partnerships

Within the Primary Host Community area and the broader region, there are numerous partners and stakeholder groups who will potentially be important partners in the sustainable implementation of CSR initiatives. Through the CDAP, SRL will engage with these stakeholders to explore and potentially mobilize appropriate assistance and partnership. Broadly, these partners and stakeholders can be divided into the following groups:

- National and Provincial Government;
- Local government and traditional authorities; and
- Local civil society organizations, multilateral organizations and donor agencies.

The CDAP will be revised with inputs provided by local government, Non-Governmental Organisations (NGOs) and the Primary Host Community through the CDC. It will ensure that CSR programmes are implemented in partnership with local development partners thereby promoting local ownership and providing for easier handover once the mine closes.

6.1 National and Provincial government

The Sierra Leone government has previously funded and initiated a number of programmes in order to help the population recover from the civil war. These have been achievable largely as a result of

the substantial expertise across government ministries and departments that can potentially be used for planning and implementing programmes. Government ministries therefore may include but are not limited to:

- The Ministry of Local Government and Rural Development;
- The Ministry of Mines and Mineral Resources;
- The Ministry of Energy and Water Resources;
- The Ministry of Lands, Housing, Country Planning and the Environment;
- The Ministry of Agriculture, Forestry and Food Security;
- The Ministry of Marine Resources; and
- The Ministry of Health and Sanitation.

6.2 Local government and traditional authorities

Local government is considered to be a key stakeholder and SRL will collaborate closely with it throughout the life of the mine as revenues become available and priorities change. The key local government institutions are the District Councils of Bonthe and Moyamba, as the Primary Host Community area falls within these two districts. Local government has clear development responsibilities in the project area and SRL will work with local government where agreed on.

The local Chiefdoms play a number of important administrative and traditional ceremonial roles. They also preside over the allocation of land in their areas of jurisdiction. Given their important traditional roles, the Paramount Chiefs are key stakeholders as SRL continues to operate and grow in the project area. All of the traditional villages have local leaders (Village Chiefs).

The CDC will continue to engage, and work closely with them particularly on issues relating to CSR.

6.3 Local civil society organizations, multilateral organizations, and donor agencies

Currently there are a small number of international and local NGOs, Community Based Organisations (CBOs), and Faith-Based Organizations (FBOs) operating in the direct area of influence. Multilateral organizations and donor agencies are also present in the area. Some NGOs operating in the direct area of influence may be identified as possible partners, especially those who could potentially serve as valuable implementing agents for development initiatives at the community and household levels. More detailed discussions will be required to identify the most qualified groups for different aspects of the planned programme. NGOs found to be present in the direct area of influence include (SRK SIA, 2018):

- Network Movement for Justice and Development (NMJD);
- World Vision Sierra Leone;
- GOBiFO;
- Global Outreach Mission;
- Methodist Church Sierra Leone (MCSL);
- Sierra Leone Red Cross Society (SLRCS);
- United Nations Programme on HIV / AIDS (UNAIDS);
- United Nations Children's Fund (UNICEF);
- Action Contra Firm (ACF);
- Plan International;
- Street Child Sierra Leone; and
- Help Sierra Leone.

7 Local development

7.1 Local development focus areas

The CDAP is based substantially on development work already planned and mobilised.

In accordance with legislation, SRL provides approximately US\$ 100,000 per annum (or 1% of 1% of revenue, whichever is greater) to the CDC for CSR initiative planning and implementation.

The ESHIA (SRK, 2018) provided additional insight into locally perceived development priorities and issues. In taking the development work of the CDAP and CDC forward, these will provide guidance and context. To date, education has been a focus of SRL's community development initiatives. The following issues related to education were raised by stakeholders (SIA, 2018), and may inform initiatives going forward:

- Lack of scholarships and schools;
- Lack of technical institutions;
- Shortage of library and secondary schools;
- Shortage of workshops for technical schools; and
- Limited provision of educational materials.

The CDC is encouraged to focus on the following broad categories of CSR projects:

- Primary health care;
- Education initiatives, including:
 - Enhancing junior or primary school access to educational resources including literature;
 - Enhancing senior school capabilities in Science, Technology, Engineering, and Mathematics (STEM) subjects in a targeted fashion;
 - Providing specific vocational training that resulting in portable skills in the form of accredited qualifications; and
 - Providing identified high potential students with additional means to further their education.

The CDAP is a dynamic document that will be reviewed and updated regularly by the CDC. Any review or update of the development focus must reflect and be based upon the changing needs of the Primary Host Community (determined through ongoing stakeholder engagement).

7.2 ESHIA informed management measures

Management measures derived from results of the ESHIA (SRK, 2018) are summarised in Table 8-1. Where such measures have clear developmental outcomes, SRL will consider implementing these under the CDAP. Where this is not the case, they will be implemented under the appropriate SRL management plan. Similarly, in the case of other management plans linked to the ESHIA, SRL will explore the developmental potential of proposed actions. Where relevant, these may be managed under the CDAP.

8 Implementation

SRL remains firmly committed to the implementation of the ESHIA management measures as part of its HSEC management programme. SRL will continue to fulfil its mandatory CSR obligations, including:

- Payment of surface rent;
- Payment of crop compensation as / when relevant, and
- Its annual contribution to the CDC.

The CDC will be the main driver for the implementation of the CSR initiatives. The development and implementation of the plan will be finalized by the Steering Committee of the CDC.

Any activities initiated under the CDAP will be clearly defined and agreed by the CDC Steering Committee in consultation with the Primary Host Community beneficiaries before implementation.

The following framework has guided to date, the project selection and management under the CDC:

- Agreement should be reached on operating procedures for the CDC and detailed planning should be completed for each project before implementation;
- The reporting requirements and schedule will be agreed on as part of the CDC operating procedures. The CDC should update the planning document and have an updated plan that includes details of the development projects selected for implementation for the next five years with; information on the first two years of implementation must carry greater depth and detail;
- Projects will be defined in terms of specific objectives, targeted recipients, schedule, budget, SRL resource allocation, reporting, monitoring and methods of evaluation;
- The project plan will define a management or implementation structure, identifying responsibilities and actions to be carried out by various parties. The plan will also consider community participation and describe how this will be achieved for each project. The expenditure schedule should be set accordingly; and
- The priority for the current phase of the CDAP is to support and potentially grow successful project and initiatives implemented under the above structure. In this context, the key task of the CDC will be to identify and advise support measures for projects that are impactful and potentially sustainable. In the latter context, the CDC will lead the important task of finding development partners that can take projects forward following mine closure and will assist with negotiations in this regard.

Table 8-1: Recommended initiatives for the CDC's consideration

Agricultural Support	Adult Literacy and skills development:	Medical services and healthcare	Educational support	Community infrastructure:	Aquaculture and fisheries development
Consider supporting an NGO to facilitate breeding cane rat ("cutting grass") and rabbits (or similar small livestock as may be culturally appropriate), as sources of bush meat	Seek linkage with skills development programmes of the Department of Education, tertiary institutions and relevant Educational NGOs and consider investment aimed at improving skill levels in local communities	Consider supporting an NGO to protect medicinal plants, setting up / supporting expansions where medicinal plants can be grown / sold / getting an NGO involved to possibly take some of the medicinal products into the western pharmaceutical market (if suitable)	Implement business, life skills and investment training in the context of the in-house training programme	Link with government to discuss development requirements and the implementation thereof	Consider the implementation of improved / modernised fishing and aquaculture opportunities during operation and closure in co-operation with relevant NGOs
Consider supporting the development of agricultural training courses in co-operation with relevant NGOs		Evaluate opportunities to support selected primary health care		Pursue joint social services and infrastructure expansions and programmes with NGOs (with a focus on education)	Consider improved subsistence agricultural practices, such as hydroponic / aquaponics systems (either at household / village level), as may be appropriate, for improved crop yields

Source: SRK SIA (2018)

9 Monitoring and Evaluation

9.1 Context

Monitoring is a continuous process which accompanies the implementation of a project or programme. Monitoring is usually undertaken against the background of a work plan, with defined deliverables, deadlines and benchmarks.

Monitoring assists with determining:

- Progress of activities (i.e., what has been done and what has not been done);
- The nature and causes of problems and the options for solutions to problems;
- The effectiveness of the human and financial resources deployed for the implementation of the programme; and
- Whether the programme is producing the required outcomes / benefits / impacts.

While monitoring focuses on the process of implementation, evaluation typically concentrates on the impacts or effects of the programme. It seeks to establish whether the original goals and objectives have been achieved and if they were relevant.

The sections that follow outline proposed monitoring and evaluation procedures and categories of indicators.

9.2 Monitoring and Evaluation procedures

Monitoring and Evaluation of the CDAP is necessary to measure and improve performance. It is also a critical component of transparency and stakeholder participation. In the latter context, accessible reporting is extremely important. The following Monitoring and Evaluation procedures are proposed:

- Monitoring of inputs (funds, human resources) and the effectiveness of their deployment. Input monitoring should be undertaken on an annual cycle;
- Monitoring of participation (extent and effectiveness). Participation monitoring should take place bi-annually. Sources of information will be community liaison officers, representatives of specific stakeholder groupings, development partners and programme beneficiaries;
- Monitoring of outputs (products of CSR projects or programmes) and the extent to which they match the outputs originally planned. Output monitoring should be undertaken bi-annually given that the life of mine is only six years. Information will come from SRL, the CDC, development partners, implementing agents and programme beneficiaries; and
- Evaluation of impacts (the outcomes of CSR projects and programmes) and the extent to which they match the impacts originally planned. Evaluation should take place bi-annually. Sources of information will include SRL staff, the CDC, development partners, implementing agents and programme beneficiaries.

A variety of methods will be used to collect Monitoring and Evaluation information including stakeholder interviews, focus groups, workshops, review of meeting minutes and reports, and surveys (the latter especially for evaluation).

9.3 Indicators

All of the Monitoring and Evaluation procedures described above require carefully developed indicators. Indicators will be formulated during project development and should draw on the indicators outlined by the Sustainable Development Goals. Objectives of each programme should be defined such that they are specific, measurable, achievable, relevant and time-bound. Programme-specific indicators will gauge the effectiveness of development programmes based on these criteria.

9.4 Resources

The funds for Monitoring and Evaluation will come from the CDAP budget allocation. CSR programmes will be monitored and evaluated using a dedicated component of the CDAP operating budget.

9.5 Reporting

Monitoring and Evaluation reporting will serve an internal management information function, and an external transparency / disclosure function. External reporting must be accessible, considering matters of language, literacy and the patterns of use of public communication vehicles. Methods of reporting might include the following:

- CDAP reports;
- Briefing sessions and workshops;
- Consultation meetings with stakeholders; and
- The Community Affairs Department and the Steering Committee of the CDC will be well positioned to advise and support the CDAP reporting activities.

10 References

CEMMATS, Environmental and Social Action Plan (ESAP): Community Development Plan (CDAP), 2012

International Council on Mining & Metals, Community Development Toolkit, 2012

International Finance Corporation, Towards Sustainable and Responsible Investments in Emerging Markets, 2003

International Finance Corporation, Stakeholder Engagement – A Good Practice Handbook for Companies Doing Business in Emerging Markets, 2007

Sierra Rutile Limited Annual Report, 2016

Sierra Rutile Limited Community Development Agreement, 2017

SRK EHSIA, 2018

Appendix A: Community Development Agreement

COMMUNITY DEVELOPMENT AGREEMENT

BETWEEN

THE PRIMARY HOST COMMUNITY

***(REPRESENTED BY THE PARAMOUNT CHIEFS AND DISTRICT
COUNCILS)***

AND

SIERRA RUTILE LIMITED

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Parties

1 **Primary host community**

And

2 **[Sierra Rutile Limited]** [registered in [*] | incorporated in [*]] of [*] (the **Operator**).

Preamble

The Operator owns, operates and manages the mineral sands mining and production project located in the districts of Moyamba and Bonthe, granted pursuant to the *Sierra Rutile Agreement (Ratification) Act 2002* and Mining Lease No. 2134, as extended by the Additional Lease Area Extension dated 17 September 1991 (the **Project**).

Pursuant to Section 139 of the *Mines and Minerals Act 2009* the Operator is required to assist in promoting sustainable development, enhancing the general welfare and the quality of life for communities directly affected by the Project.

The Parties recognise the need to provide a framework for the Operator's community development obligations pursuant to the *Mines and Minerals Act 2009*, and the *Sierra Rutile Agreement (Ratification) Act 2002*.

The Operator and the Councils of Moyamba and Bonthe have a responsibility to identify communities directly affected by the Project and support the participation of those communities in the negotiation and implementation of a community development agreement in a fair, transparent and sustainable manner.

The development of transparent, respectful and harmonious relations between the Operator and communities directly affected by the Project is indispensable for creating a stable and sustainable operating environment and ensuring that communities directly affected by the Project can share in its benefits.

The Parties are committed to full transparency and good governance and eschewing all forms of corruption and violence.

The Parties recognise that the Operator undertakes its community development obligations to compliment government led development and not to assume or replace government service provision responsibilities.

The Parties agree as follows:

1. Interpretation

In this Community Development Agreement, unless the context otherwise requires:

Agreement means this Community Development Agreement.

Applicable law means the laws and regulations in force in the Republic of Sierra Leone and includes the *Sierra Rutile Agreement (Ratification) Act 2002*, *Mines and Minerals Act 2009*, *Environment Protection (Mines and Minerals) Regulations 2013*, the *Anti-Corruption Act 2008*, the *Criminal Procedure Code 1965* and the *Anti-Money Laundering Act 2012*.

Community Development Agreement means a Community Development Agreement entered into pursuant to Sections 139 and 140 of the Mines and Minerals Act, 2009.

Community Development Committee means a representative body established by Community Representatives and the Operator pursuant to a Community Development Agreement to manage and monitor the implementation of a Community Development Agreement.

Community Development Funds means the amount that is the larger of one percent of one percent (0.01%) of the Operator's Gross Revenue or the sum of US\$100,000 which must be set aside annually to be expended on community development activities pursuant to the Community Development Agreement between the Operator and the Primary Host Community, in accordance with Section 139(4) of the *Mines and Minerals Act 2009*.

Community Representatives means those representatives appointed or elected by members of the Primary Host Community to represent the interests of the Primary Host Community in negotiations with the Operator for a Community Development Agreement, in accordance with Clause 4 of this Community Development Agreement.

Government means the Government of the Republic of Sierra Leone.

Minimum Provisions are the provisions which must be negotiated and included as part of a Community Development Agreement as set out in Annex 1 of this Community Development Agreement.

Minister means the Minister responsible for mineral resources.

NMA means the National Minerals Agency.

Operator means Sierra Rutile Limited.

Primary Host Community (PHC) means the single community of persons mutually agreed by the Operator and the Moyamba and Bonthe local Councils in accordance with Clause 3 of this Community Development Agreement. The NMA will provide guidance to the Operator and the local councils in determination of the Primary Host Community.

2. Objective of the Community Development Agreement

The objective of this Community Development Agreement is to provide a framework for the implementation of the Operator's community development obligations in accordance with the *Mines and Minerals Act 2009* and the *Sierra Rutile Agreement (Ratification) Act 2002*.

3. Membership of Primary Host Community

- a) The membership of the Primary Host Community will comprise local communities directly affected by the Project, as mutually agreed by the Operator and the Moyamba and Bonthe local councils.
- b) The Primary Host Community will include any person who, as a result of the implementation of the Project, loses the right to own, use, or otherwise benefit from a built structure, land (residential, agricultural, or pasture), annual or perennial crops and trees, or any other fixed or moveable asset, either in full or in part, permanently or temporarily.
- c) The Primary Host Community include the chiefdoms of Upper Banta, Lower Banta, Imperri, Jong and Bagruwa.

4. Representatives of the Primary Host Community

- a) The Primary Host Community will be represented in negotiations with the Operator by Community Representatives.
- b) Members of the Primary Host Community have the right to directly nominate and elect Community Representatives. Members of the Primary Host Community have been informed of their right to contribute to the Community Development Agreement process and their duty to participate in the selection of Community Representatives.
- c) Community Representatives must include special representatives elected to specifically represent particular groups, including women representatives and youth representatives as well as members of each major religious group.
- d) The Community Representatives will include (but not be limited to):
 - i. Chairmen of Bonthe and Moyamba District Councils;
 - ii. District Officers of Bonthe and Moyamba Districts;
 - iii. Paramount Chiefs of Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms ;
 - iv. 2 Ward Councillors within the Primary Host Community; one from Bonthe and one from Moyamba;

- v. Development Planning Officers of Moyamba and Bonthe District Councils;
 - vi. Environment and Social Officers of Moyamba and Bonthe District Councils;
 - vii. Members of Parliament representing the Constituencies within which the PHCs are located;
 - viii. 5 Chiefdom Land owners representatives: 1 each from Upper and Lower Banta, Imperri, Jong, and Bagruwa Chiefdoms;
 - ix. 5 Chiefdom religious heads: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
 - x. 5 Chiefdom Women's Leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
 - xi. 5 Chiefdom Youth Leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
 - xii. 5 Farmers representatives: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms;
 - xiii. 1 Civil Society Organisation representative from within the Primary Host Community.
- e) Members of the Primary Host Community selected as Community Representatives pursuant to this clause will be authorized and recognised as the legitimate representatives of the Primary Host Community.
 - f) The Community Representatives and Operator will form a Community Development Committee responsible for implementation of this Community Development Agreement. The functions and activities of the Community Development Committee are set out at Annex 2.
 - g) The Community Representatives and Operator will form a Steering Committee as the primary governing body of the Community Development Agreement. The terms of reference for the Steering Committee are set out at Annex 3.

5. Obligation of Operator to implement the Community Development Agreement

- a) The Operator must commence negotiations aimed at implementation of the Community Development Agreement with the Community Representatives within 30 days of the execution of this Community Development Agreement.
- b) The role of the NMA is spelled out NMA Act of 2012.
- c) The Operator must assist in building the capacity of the Primary Host Community to effectively negotiate the implementation of this Community Development Agreement where it lacks the capacity to do so. In particular, the Operator must facilitate the participation of the Community Representatives in negotiations by:
 - i. providing the Community Representatives with adequate information to inform their negotiations. At a minimum, this should

include information about the known social and environmental impacts of the Project and basic information about the Project operations. This information should be presented in non-technical, straight-forward language. Materials must be provided in the local language/s used and understood by the Community Representatives.

- ii. if necessary, funding an interpreter to attend negotiations.
- iii. if requested by the Community Representatives, providing reasonable reimbursement for travel costs to and from negotiations. Documentation supporting reimbursement claims should be provided where possible, where not possible rates will be calculated and applied. This will not apply to public officials that are acting as Community Representatives in their official capacity.
- iv. providing reasonable support for Community Representatives to conduct community consultations as part of the negotiation process, including the production of information material to be disseminated at consultations.
- v. pay the required amount for the implementation of the CDA into the Community Development Fund. The full amount is payable at the beginning of the financial year, calculated on the basis of the previous years' production. A true-up will be performed once the statutory accounts have been signed.

6. Obligation of the Community Representatives

- a) Community Representatives must represent the genuine interests of the Primary Host Community.
- b) Any Community Representative who has any personal interest, directly or indirectly, in any matter to be considered in the negotiations, or in decision making deliberations amongst Community Representatives, shall disclose the nature of his or her interest in writing to the CEO of the Operator and Chair of the Steering Committee.
- c) Such Community Representative shall not take part in any deliberations or decisions related to that matter.
- d) Any member who fails to disclose such interest shall be considered to have engaged in misconduct and liable to be removed as a Community Representative.
- e) Community Representatives must conduct consultations with community groups about the negotiation of the execution of this Community Development Agreement, whether with Operator representatives, independently or both.
- f) Community Representatives must keep a written record of the consultations that they have conducted and record the number of Primary Host Community

members who participated in those consultations by means of attendance registers.

- g) Host Community Representatives must update the Primary Host Community about progress of negotiations and circulate a summary of the draft actions under the Community Development Agreement to obtain community input prior to its finalisation.
- h) Upon reasonable request by the Operator, Community Representatives must share information relating to the number, frequency and scope of consultations and the number of Primary Host Community members in attendance.

7. Joint obligation to seek Primary Host Community input

- a) Broad based Primary Host Community consultations shall take place prior to the start of the Community Development Agreement negotiations. These consultations shall ensure that all towns or villages constituting the Primary Host Community are visited and informed in languages they understand, of the Community Development Agreement, the processes involved, the objectives of the Community Development Agreement and its anticipated social, environmental and financial implications.
- b) Communities shall be informed of their right to contribute to the Community Development Agreement implementation process and the means by which they can contribute ideas (eg, attendance at a feedback forum, via suggestion boxes etc.).

8. Minimum requirements during implementation of the Community Development Agreement

All activities undertaken by the Primary Host Community and Operator to implement the Community Development Agreement shall be subject to the Applicable Law, and shall, at a minimum:

- a) Address both how the Primary Host Community can take advantage of the development opportunities presented by the Project, as well as how the Project's adverse impacts can be mitigated;
- b) Fulfil the Operator's obligation to spend Community Development Funds;
- c) Consider environmental, social, and economic conditions and community consultation requirements on those conditions during mining;
- d) Plan for the eventual transition from a mining economy to a post-mining economy in the Project Area as may be agreed upon among the Parties to the Community Development Agreement; and
- e) Include the issues to be agreed between the Parties set out in Annex 1 of this Community Development Agreement.

9. Fulfilment of community development obligations

- a) By implementing this Community Development Agreement the Operator fulfils its community development obligations under PART XVI of the *Mines and Minerals Act 2009* and Sierra Leonean law.
- b) The Operator may, of its own volition, make additional contributions to community development outside the Community Development Agreement, however it is not under any legal obligation to do so.

10. Cooperation between Operator and the Government

- a) The Operator shall submit to the Chair of the Steering Committee and the Director General of the NMA by 1st March each year, a Community Development Agreement report, which shall describe objectives, activities, milestones and results for the prior calendar year.
- b) The Operator shall submit to the Chair of the Steering Committee and Director General of the NMA by 1st March each year an unaudited community development annual expenditure report which shall detail the community development expenditures and total expenditure under this Community Development Agreement for January through December during the prior calendar year.
- c) The Operator shall account for expenditure of Community Development Funds in a transparent manner in accordance with Applicable Law and in light of the Government's obligations under the Extractive Industry Transparency Initiative.
- d) Nothing in the Community Development Agreement shall relieve the Government or the Bonthe and Moyamba Councils from any obligations under applicable Sierra Leonean laws to provide adequate and accessible health, education or other social welfare services to communities affected by the Project.

11. Steering Committee and compliance with the Extractive Industry Transparency Initiative

The Steering Committee will comprise:

- i. The Chairman of the Community Development Committee who shall be the Chairman of the Steering Committee.
- ii. The Vice Chairman of the CDC
- iii. Development Planning Officers nominated from Bonthe or Moyamba District Councils
- iv. Environmental and Social Officers nominated from Bonthe or Moyamba District Councils
- v. Works Engineers from Bonthe and Moyamba District Councils
- vi. Facilities Maintenance Manager or other engineering representative from SRL
- vii. Community Affairs Manager of SRL

- viii. Youth and Women's Leader nominated from any of the five mining Chiefdoms

The Steering Committee shall comply with the requirements of the Extractive Industry Transparency Initiative.

12. Approval of the Community Development Agreement

This Community Development Agreement, once agreed and signed by the authorized representatives of the Operator and the Primary Host Community, shall be submitted for approval to the Minister who shall, if the Community Development Agreement meets the requirements set out in the SRL Act and the Mines and Minerals Act, approve it within forty five calendar days of it being submitted.

13. Duration of the Community Development Agreement

The Community Development Agreement commences upon its approval by the Minister and shall be in force for the duration of the Mining Lease Agreement.

14. Review of the Community Development Agreement

The Community Development Agreement shall be reviewed by the Operator and the Primary Host Community every five calendar years.

15. Transfer

In the event that the Mining Lease Agreement held by the Operator is transferred to a third party, the transferee shall be deemed to have assumed all rights and obligations of the transferor under this Community Development Agreement.

16. Severability

If any provision of this Community Development Agreement is found by an arbitrator or court of competent jurisdiction to be void or unenforceable, it shall be deemed to be deleted from this Community Development Agreement and the remaining provisions shall continue to apply. The Parties shall negotiate in good faith in order to agree to the terms of a provision to be substituted for the provision found to be void or unenforceable.

17. Dispute resolution

In the event of any dispute arising between the Parties with respect to the application and interpretation of this Community Development Agreement:

- (a) A Party may serve a written notice of dispute on the other Party.
- (b) Within 5 days of notice being served in accordance with clause 17(a), the Parties will make best endeavours to resolve any such dispute by negotiating with each other.

- (c) If the Parties do not resolve the dispute within sixty days of notice being served in accordance with clause 17(a), either Party may by written notice to the other Party refer the dispute to the Minister of Mines.

18. Assignment

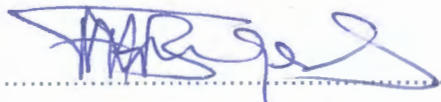
No Party may assign this Community Development Agreement to any person without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

19. Signatories to the CDA account



The signatories to the accounts shall be: the CDC chairman (principal), Paramount Chief representative and the SRL/Iluka representative.

20. Execution

This agreement is executed at _____ :

 11/7/17

Community Development Committee Chairman – Francis Arthur Bob Rogers

For  

Chairperson, Bonthe District Council – Mdm. Rita M. Savage

Paramount Chief, Jong Chiefdom - Hon PC Mdm. Hawa Kpanabon Sokaun IV

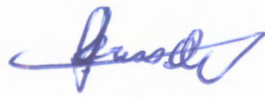
 11/7/2017

Paramount Chief, Jong Chiefdom - Hon PC Alhaji A.B. Sheriff




Chairperson, Moyamba District Council - Prof. Herbert Bob Kandeh

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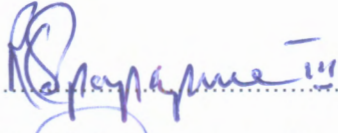
 PC

11/7/2017


Paramount Chief, Lower Banta - Hon PC John Jibao Russel Nyama II

 11-7-2017

Paramount Chief, Upper Banta – Hon PC Tommy Mualalay Jombla

 11th July 2017

Paramount Chief, Bagrawu – Hon PC Robert C. Seilolo Papapwe]

 11/7/2017

Chief Executive Officer, Sierra Rutile – Rob Hattingh

Approved By:

 20/7/17

Hon. Alhaji Minkailu Mansaray

Minister of Mines and Mineral Resources

ANNEXES

Annex 1: Issues to be agreed between the parties following the execution of this Community Development Agreement

Further to the requirements set out in clause 8 of this Community Development Agreement, the Parties to this Community Development Agreement will agree on the following:

- a) Requirements for ongoing community consultation on community development decision making, including:
 - a. the means by which the Primary Host Community will participate in community development decision making; and
 - b. the means by which the interests of women, minority or marginalized groups within the community will be represented in the community's Community Development Agreement related decision-making processes and implementation.
- b) The community development priorities, goals and objectives of the Community Development Agreement, for example: promoting literacy and education, technical skills, increasing local employment opportunities, developing micro enterprise and agricultural projects, sustainable environmental management and protection of natural resources, sustaining local cultural heritage and practices, supporting healthy lifestyles.
- c) A set of community development criteria, including a minimum set of objective criteria to guide the selection and evaluation of community development projects to be supported pursuant to the Community Development Agreement (e.g., addresses community development priority, is sustainable, prioritises community member involvement in implementation, is inclusive of women, youth, landless and marginalised groups).
- d) The obligations of the Operator to the Primary Host Community, including but not limited to:
 - a. undertakings to provide the Community Development Funds for community development activities approved pursuant to the Community Development Agreement;
 - b. undertaking to support and facilitate, as appropriate, community participation in the implementation of the Community Development Agreement;
 - c. assistance in creating self-sustaining, income-generating activities, such as but not limited to, production of goods and services needed by the mine and the community; and

- d. consultation with the community in the planning of mine closure measures that seek to prepare the community for the eventual closure of the mining operations;
- e) The obligations of the Primary Host Community to the Operator, including but not limited to:
 - a. The obligation to raise disputes and grievances constructively via the mechanisms set out under the Community Development Agreement or otherwise via the appropriate Operator grievance mechanisms;
 - b. An obligation to report to the Operator any well-founded concerns about the transparency or governance in relation to any activities under the Community Development Agreement.
- f) The means by which the Community Development Agreement shall be reviewed by the Operator and the Primary Host Community every five years and the commitment to be bound by the current Community Development Agreement in the event that any modifications to the Community Development Agreement sought by one Party cannot be mutually agreed with the other Parties.
- g) Consultative and monitoring frameworks between the Operator and the Primary Host Community, and the means by which the community may participate in the planning, implementation, management, measurement (including indicators) and monitoring of activities carried out under the Community Development Agreement.
- h) The means by which any funds or trust funds made available under the Community Development Agreement are to be disbursed, for what purposes they may be disbursed, what accounts must be kept and by whom, and reporting and auditing requirements. The means by which Community Development Funds will be managed transparently, in accordance with the *Anti-Corruption Act* and Applicable Laws.
- i) How notifications to respective Parties shall be conducted.
- j) Location where the Community Development Agreement may be accessed by members of the community.

Annex 2: The Community Development Committee Terms of Reference

Community Development Committee – membership

1. There is hereby established a Community Development Committee which must include (but not be limited to) the following members:
 - a) Chairmen of Bonthe and Moyamba District Councils.
 - b) District Officers of Bonthe and Moyamba Districts
 - c) Paramount Chiefs of Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - d) 2 Ward Councillors within the Primary Host Communities; one from Bonthe and one from Moyamba (Primary Host Community)
 - e) Development Planning Officers of Moyamba and Bonthe District Councils
 - f) Environment and Social Officers of Moyamba and Bonthe District Councils
 - g) Members of Parliament representing the Constituencies within which the PHCs are located
 - h) 5 Chiefdom Land owners representatives: 1 each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - i) 5 Chiefdom religious heads: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - j) 5 Chiefdom Women's Leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - k) 5 Chiefdom Youth Leaders: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - l) 5 Farmers representatives: one each from Upper and Lower Banta, Imperi, Jong, and Bagruwa Chiefdoms
 - m) 1 CSO representative from within the Primary Host Community
 - n) The CEO or COO of SRL
 - o) The EHS Manager of SRL
 - p) The Community Affairs Manager of SRL
2. The position of Chairperson or vice Chairperson shall not be held by a Paramount Chief, a Section Chief, a Ward Councillor, a Member of Parliament or a SRL director, officer or employee.

Functions of the Community Development Committee

The functions of the Committee include:

1. To oversee and coordinate all development activities undertaken under the Community Development Agreement in the Primary Host Community;
2. To carry out on-the-spot studies of factors hindering the socio-economic development of the Primary Host Community;
3. To undertake needs assessment of the Primary Host Community within the context of the Local Development Plan and collate them in order of priority;
4. To undertake sensitization of the Primary Host Community on issues relating to the Community Development Agreement;

5. To identify and encourage the Primary Host Community to undertake functional and sustainable livelihood activities;
6. To assist in the provision of infrastructural development for the Primary Host Community;
7. To protect and promote the interest of the Primary Host Community internally and externally;
8. To collaborate with other development partners for development initiatives in the Primary Host Community.
9. To ensure peaceful coexistence in the Primary Host Community.

Meetings

1. The Committee shall meet at such times and places as the Chairperson may determine for the dispatch of its business but shall meet at least two times a year.
2. Meetings in which the Chairperson is absent shall be chaired by the Vice Chairperson.
3. The quorum at a meeting of the Committee shall be 50% of the total membership, and should a quorum not be present, the meeting shall be rescheduled for a date to be determined by the Chairperson.
4. To meet quorum, an Operator representative of the Committee must be present.
5. Except as otherwise provided for, decisions by the Committee at a meeting shall be arrived at by majority of votes cast.
6. In the event there is a tie of votes cast on a particular issue, the Chairperson, or in his absence the Vice Chairperson, shall have a deciding vote.
7. There are no sitting fees for members during Community Development Committee meetings; attending such meetings is voluntary; members and representatives of groups and organizations should bear the costs of attending meetings.
8. To facilitate Community Representative participation in the Community Development Committee, the Operator may, of its own volition, provide support by means of reimbursement of reasonable transportation costs where a receipt is provided.

Tenure for members of the Community Development Committee

1. Every member of the Committee whose membership is by virtue of occupation of a particular office, be it political, traditional, Operator position or other, shall continue to retain that membership for as long as such person remains in that office.
2. Upon any member ceasing to remain in that office for whatever means or cause, his or her replacement shall automatically take over membership.
3. Every member of the Committee, other than the Paramount Chief, the Section Chief and the representatives of the Operator, shall hold office for a period of four years and shall be eligible for re-appointment for a second term not exceeding four years.

4. A member of the Committee may resign in writing addressed to the Chairperson of the Committee and the body on whose behalf he or she sits on the Committee.
5. Any vacancy arising in the membership of the Committee, whether through a temporary absence, resignation, death howsoever occurring, may be filled by the body on whose behalf the vacancy has occurred by the appointment of a new representative for the remaining term of that member.

Annex 3: Steering Committee Terms of Reference

The Community Development Agreement shall have a Steering Committee which shall be the governing body of the Community Development Agreement and shall consist of the following members:

1. Chairman of the Community Development Committee.
2. Chairmen of Bonthe and Moyamba District Councils
3. Two (2) Paramount Chiefs, one each from Bonthe and Moyamba Districts
4. Two (2) Chiefdom Youth Leaders, one each from Bonthe and Moyamba Districts
5. Two (2) Chiefdom Women's Leader, one each from Bonthe and Moyamba Districts
6. Two (2) Chiefdom Landowners representative, one each from Bonthe and Moyamba Districts
7. One (1) representative from Civil Society Organizations
8. The CEO of SRL
9. The COO of SRL
10. The EHS Manager of SRL
11. The Community Affairs Manager of SRL

The Chairman and Secretary (or in their absence the Vice) of the Community Development Committee shall be the Chairman and Secretary of the Steering Committee respectively.

Duration of membership of the Steering Committee shall be the same as that of the CDC.

Functions of the Steering Committee of the Community Development Agreement

- a) Draw by-laws governing the Community Development Agreement;
- b) Provide oversight of the Community Development Agreement's activities including its operations, control, monitoring and evaluation;
- c) Manage resources owned by the Community Development Agreement (facilities, equipment, machinery and funds);
- d) Receive, appraise, select, monitor and evaluate all project proposals from the Primary Host Community;
- e) Make the final decision for the award of contracts for services to be delivered under this Community Development Agreement;
- f) Provide guidance for those directly involved in the projects on project planning, implementation and management;
- g) Address any issue that has major implications for the Project;

- h) Organize meetings with the Primary Host Community to discuss pertinent issues relating to their welfare and consult where relevant to Community Development Committee decision-making under the Community Development Agreement;
- i) Explore ways to promote community development funding and investment opportunities for the Primary Host Community beyond the Operator and the Community Development Funds.

Reporting

Annual Reports

- a) The Steering Committee shall prepare an annual report at the last Steering Committee meeting for the financial year under review. Such report shall be disseminated and shall be read in the Community Development Committee meeting in the language understood by all ;
- b) The Annual Report shall include but not be limited to:
 - i. Itemized budget and related expenditure;
 - ii. Progress made under existing or completed projects;
 - iii. Meeting dates, times, location and minutes of meetings;
 - iv. Lists of Committee and Technical Group Members

Quarterly Reports

The Secretariat of the Steering Committee shall present quarterly written and oral reports to the Committee ensuring that oral reports are presented in languages understood by all members.

Criminal prosecution

Criminal prosecution shall be instituted for financial mismanagement by officers and contractors.

Annex 4: Restrictions on the use of Community Development Agreement funds

Of the total amount required to be paid to the CDA by the Mineral Right Holder, no more than 10% shall be expended on administrative costs for the implementation of the agreement, while the remaining 90% shall be utilized exclusively for the implementation of community development projects and ancillary matters.

Funds provided by the mineral right holder in accordance with its obligations under this Community Development Agreement shall **not** be used for:

- i. The provision of any passenger car, truck or four-by-four vehicle to any individual of the primary host community or to the primary host community other than a specialized purpose vehicle such as an ambulance, fire engine or bus;
- ii. The provision of monetary amounts, services, goods or facilities for the sole benefit of an individual or single family unit within the primary host community.