



ABRIDGED SIMPLIFIED CONTRACT MATRIX

Designed for Multistakeholders Reference

LIBERIA EXTRACTIVE INDUSTRIES



**-An Easy 'READ' for
Multi-stakeholders-**

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Author:

Francis K. Zazay & Team

Master in Business Taxation, MBA in Finance

Team Leader

Jafian Consortium, Inc.

Monrovia, Liberia

Disclaimer

This contract matrix does not represent the legal instrument or a simplification of concession issues contained in the extractive agreements. It merely aims at making meaning out of the legal vocabularies stated in those agreements for the easy understanding of multi-stakeholder groups; commencing with community residents to higher level interested parties. Therefore, every expression herein is those of the author and not the supporter, government, concessionaire or owner of this document.

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1. ACKNOWLEDGEMENT

The work contained in this document is a desk review of concession agreements reached with the Government of Liberia, relative to the Extractive Sectors. Its goal is to gather and cluster the social, economic and environmental clauses of various concession agreements and present same in a concise, summarized and simplified form. The overarching goal is to enable multi-stakeholders, including residents in affected communities, towns and villages to read and understand these complicated concession agreements, as presented in this Abridged Simplified Contract Matrix for the Extractive Industries of Liberia.

The project was made possible with the help of all stakeholders, thereby eliminating the need for visitations to concession companies or other institutions. All clarities, subject to minimum constraints and challenges, necessary for the success of the consultancy, was handled through the LEITI focal person for the project, who headed the LEITI team, in conjunction with the GIZ project representative. Together they provided help and understanding about the uniqueness of each sector agreement to ensure the success of the project. Based on their valuable guidance, the project captured all peculiarities of the agreements and summarized same in the below Contract Matrixes as followed:

1. Main Development Issues that includes local content concerns
2. Fiscal and Financial Issues relative to affected communities
3. Community Programs and Social Development Issues
4. Health Care, Employee Safety and Modernization/updating concerns

2. ABBREVIATIONS

Initial	Name
EIA	Environmental Impact Assessment
EIS	Environmental Impact Statement
EITI	Extractive Industries Transparency Initiative
EMP	Environmental Management Plan
EPA	Environmental Protection Agency
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
FDA	Forestry Development Authority
FDI	Foreign Direct Investment
FMC	Forest Management Contract
FPIC	Free, Prior and Informed Consent
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit

Initial	Name
GoL	Government of Liberia
IMCC	Inter-Ministerial Committee on Concessions
LEITI	Liberia Extractive Industries Transparency Initiative
MDA	Mineral Development Agreement
MLME	Ministry of Lands, Mines & Energy
MoA	Ministry of Agriculture
NIC	National Investment Commission
NOCAL	National Oil Company of Liberia

3. DEFINITIONS OF KEY TERMS

Access to Information	Allowing parties to this agreement to share information freely, as well, for the public to get information they are entitled to.
Business Linkages	The interaction between firms (big and/or small) initiated by one or both, that involves selling and buying of goods and services.
Community Youth Programs	Activities supported by a company or a person for the growth and development of young people.
Concessionaire	Is an investor who has been awarded a contract and has a minimum of US\$10 Million to invest in Liberia.
Concession Area	These are nearby areas that do not fall within the contract area of the company but would otherwise be affected by the company's activities.
Decommissioning	An act of removing all of the plants and machines used by the company at the end of their work, and making sure that the place is fixed to look almost/the same as it was before the company started working there.
Depreciation Method	It is the way companies assess how the value of their assets (e.g. Plants, machines etc.) reduces as a result of using them over a specific period of time.
Development Plan	A plan that clearly outlines activities and time company intends to undertake for the benefit of the company, people, the communities, and the country as a whole.
Education Fund	Money given by a company to support school programs for students to learn through scholarships and other means.

Employees Housing	Houses built or provided by a company to its workers and those on assignment in the company's operational areas, who cannot go to work from home.
Forest Reservation	An act of setting aside portion of a forest where commercial harvesting is taking place, so that major bio-diversities (key plant and animal life) are not lost.
Health Insurance	Is a way through which a company provides medical care for its workers directly or through third party – an insurance company.
Land Acquisition	An act of seeking control over a portion of land. Companies often seek control of land outside their concession area for specific purposes. Such land could be for the government or privately owned.
Liberian Equity Participation	A way of ensuring that Liberian citizens or companies can buy shares in a concession company to form part of the ownership when the company decides to sell part of its ownership.
Local Employment	Ensuring that people who live in the community, county and country are given the first preference when a company operating in Liberia starts to recruit people for employment.
Local Goods & Services	Materials and goods produced by Liberian businesses and the services provided by Liberian professionals residing in Liberia are considered local. Every company operating in Liberia is mandated to give preference to goods and services in the country.
Mineral Development/ Research Fund	Money that mining companies give for the purpose of finding minerals and the possibility of processing them in Liberia. This also applies to the other sub-sectors.
Pollution Control	The control of bad substances that are released into air, water or soil, to avoid harm to living and non-living things.
Production Area	The designated area a company proposed to conduct its principal activities for which an agreement was granted by the government.
Production Rights	A privilege or control given to a company through a concession agreement to carry out production in specific areas for which an agreement is granted.
Reporting Requirements	These are guidelines provided in concession agreements which outline how a company should report on its activities in the country of operation.
Resettlement Plan	A plan that details how and when a company will relocate a village, town or city where it seeks to carry out operational activities, and how it will provide livelihood for the people in order to adjust in the new location .

Royalty	It is a legal payment made to the owner of a property, patent, etc. by a company/individual who wishes to use it for the purposes of generating revenue or other such desirable activities. Royalties are compensations paid to the owner for the use of an asset.
Sale of Interest/ Concession Rights	These are rules and procedures provided to guide a company on how it can sell part or all of its concession rights to an affiliate or non-affiliate if it so desired.
Signature Bonus/Fee	This is a fee government demands in advance of exploration activities for the right to develop an exploration area in the extractive industry.
Social Agreement	This is an agreement (voluntary) reached between a company and a community or group of people for mutual benefit.
Social Contribution	These are contributions due or made by a company in cash or kind to a community, region or country to promote social economic development.
Social Impact & Action Plan	A plan that details the likely impacts that a company's operations would have on a community and its people, and the measures it will take to avoid or reduce the impacts.
Surface Rent	The amount a company pays for occupying a portion of land owned by a person or government.
Training	The act of transferring knowledge to people through teaching and learning so that they become qualified for specific job opportunities a company offers. It can be provided in a classroom or on-the-job.
Utilities & Amenities	These are infrastructure like water, telecommunication, play grounds etc. a company met or can built for its own use.

4. INTRODUCTION

The objective of this document is to simplify concession contracts for easy reading by multi-stakeholders, who include community residents, investors, government and other partners. This work is important because over the past twelve years, the Government of Liberia (GoL) under the leadership of H.E. President Ellen Johnson-Sirleaf has signed several concession agreements in the four sectors of the extractive industry, which includes, mining, forestry, oil and gas and agriculture. This does not include the other less known sectors such as infrastructure, major public services and energy. The government has argued that these concession agreements are necessary to meet Liberia's 2008 "Poverty Reduction Strategy" vision, which promises that benefits of Foreign Direct Investment (FDI) will "accrue to the nation as a whole and not to just a few. It is estimated that over US \$19B of concession agreements have been signed in the extractive sectors, with the goal of providing the following:

- Job opportunities to less fortunate communities
- Revitalization Liberia's broken economy
- Reconstruction of the infrastructure to improve the living conditions
- The necessary security

Consequently, many of the concession agreements signed into law include obligations for investors to fund local development projects. To make this happen, the country has adopted a financial oversight program to ensure that resource-related payments from concessionaires to the government are audited and catalogued publicly. Concessionaires are required to employ Liberians, build schools, housing, and provide health services for their employees. The concessionaires must also hire Liberians for a portion of their top-level management positions. Some of the agreements even go as far as making Liberians the owners of the project within an estimated timeframe.

As good as the agreement may be, most concessions are in the far reaches of the Liberian hinterland, where indigenous communities have little capacity to understand these agreements and government presence is weak. Complicated is the existence of contentious historical relationship between these communities and the government of Liberia, where concession negotiations have not always included respect for the principle of Free, Prior and Informed Consent (FPIC) for indigenous communities.

Specifically, community residents, as part of the concession multi-stakeholder group, often find it difficult to understand concession agreements because they are written in legal terms. As such, many stakeholder groups do not bargain with companies in a manner consistent with their interest and the concession's development objectives. Against this background, the LEITI, which considers civic education about concession transactions (in terms of management, payments and receipts) to be cardinal to the economic recovery of the country, deemed it appropriate to simplify the various concession agreements. With the overall aim to collect and cluster all social, economic and environmental obligations in concession agreements (mining, petroleum, agriculture and

forestry sectors), the LEITI initiated the Simplified Abridged Contract Matrix project, with the support of the “Regional Resource Governance in West Africa” project of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH.

The aim of the GIZ is to support improvements in granting and managing concession interests in Liberia, to ensure that greater development benefits accrue from the extractive sector. The Abridged Simplified Contract Matrix summarizes all stakeholder issues relative to community level interest. Hopefully, this will seek to ensure “transparency over payments/revenue received by the Government of Liberia (GoL) in connection with the operations of all oil, mining, logging and agriculture companies operating in Liberia”.

a. Framework of the Matrix

The matrix is an abridged and easy to read document that attempts to summarize and simplify concession agreements for all stakeholders, particularly for people with basic education in concession affected communities, towns and villages. It is expected that through this matrix, local people will know the obligations of the government, companies and communities. This is one way the expectations of all stakeholders could be properly guided in making realistic and informed demands when they become due. *It is hoped that this exercise will drive readers further into the actual agreement through the references provided, generate new approach to contract negotiation and probably mitigate misconception and potential conflict.* This Contract Matrix is therefore not complete in itself but should be used as a working tool, with the actual concession agreement, that is subject to updating from time to time. It should be helpful as new concession agreements in the extractive industries are negotiated and signed or ratified by the Government of Liberia.

b. Methodology

Given the goal of this consultancy to design an abridged and simplified contract matrix for easy reading by all stakeholders, the approach adopted to achieve the deliverables was by way of conducting desk review of concession contracts and regular meetings with sponsors and owners of the project. The matrix includes all community level features of various concession contracts in a concise and understandable fashion. It is expected that the outcome of the consultancy would allow for ease of reading and reference to each extractive contract. Specifically, the consultancy carried out the following task in making sure that its development objectives were met:

- i. Populate the agreed upon contract matrix by reviewing earlier data collected, reading the concession agreements and consulting relevant stakeholders, to reflect the latest contractual arrangement between the government and the companies;
- ii. In consultation with the LEITI Secretariat and GIZ representative, rephrased information gathered to make it more understandable to laymen with basic reading and writing skills;

c. Timeline

The initial time frame of 41 days to conclude the project, following the contract signing date of December 2014, could not be met for several reasons. First, the Christmas and New Year Holiday

seasons interfered with the work and no inception meeting was held with the LEITI until early January of 2015. The next issue relates to preliminary arrangements such as concluding the matrix so as to manage expectation, which took longer time than expected. Actual work therefore began in April 2015, after all parties were satisfied with the matrix. The conclusion of the matrix enabled the consultancy to start work using the list of concessions as shown in figure 1 below. The March 2015 deadline therefore proved to be impossible given the circumstances.

d. Formation of Concessions

The formation of concessions in Liberia is mostly identified in requests from investors, with no involvement of the local people. Their operating areas are either defined by reference to historical concession areas or by granting the concessionaire the right to explore and delineate an area with the assistance of local county officials. Usually, the concessionaire initiates the process by making a request to the appropriate concession entity (*ministry and agency of Government*). The main actors are usually the Ministry of Lands, Mines & Energy (MLME) or the Ministry of Agriculture (MoA), Forestry Development Authority and the National Oil Company of Liberia (NOCAL). It is usually the sector ministries that take on the first responsibility of conducting an analysis of the investor's proposal. The sector ministry then informs the National Investment Commission (NIC) and the President's Office, ensures that an Inter-Ministerial Committee on Concessions (IMCC) is convened. These bureaucratic arrangements present challenges to stakeholders, including community residents.

The accompanying contract matrix seeks to make it easy for everyone, including the community people to understand concession contracts. The matrix covers 30 entities as shown in Figure 1 below.

Figure 1: Schedule of Extractive Concessions in this Project

N0	Company	Sector	Duration	Location/County	Status
<i>Agriculture</i>					
1	<i>Novel Liberia Inc.</i>	<i>Agriculture</i>	-	<i>Cape Mount</i>	<i>Inactive</i>
2	Liberia Cocoa Corporation	Agriculture	40 years	Lofa	Signed
3	Cocopa Nimba Development Corporation	Agriculture	58 years	Nimba	Renegotiated
4	Salala Rubber Corporation	Agriculture	70 years	Bong County	Renegotiated
5	Liberia Agriculture Corporation	Agriculture	72 years	Grand Bassa	Renegotiated
6	Firestone Rubber Plantation	Agriculture	36 years	Margibi	Amended
7	Equatorial Palm Oil	Agriculture	43 years	Grand Bassa	Signed
8	<i>ADA/LAP Commercial</i>	<i>Agriculture</i>	-	<i>Lofa</i>	<i>Inactive</i>
9	Sime Darby Gurthrie Plantation	Agriculture	63 years	Bomi/Cape Mount/Gbarpolu	Signed

10	Golden Veroleum/Southeast Plantations	Agriculture	65 years	Sinoe/Grand Kru	Signed
11	Maryland Oil Palm Plantation/Decoris	Agriculture	33 years	Maryland	Signed
12	Cavalla Rubber Corporation	Agriculture	50 years	Maryland	Signed
Forestry					
13	Alpha Logging & Wood Processing Inc.	Forestry - FMC	25 years	Lofa/Gbarpolu	Signed
14	Atlantic Resources Ltd	Forestry - FMC	25 years	Grand Kru/Maryland	Signed
15	EJ & J Investment Corp.	Forestry - FMC	25 years	Rivercess	Signed
16	Euro Liberia Logging Company	Forestry - FMC	25 years	Grand Gedeh/Sinoe	Signed
17	Geblo Logging Inc.	Forestry - FMC	25 years	Grand Gedeh/Sinoe	Signed
18	International Consultant Capital	Forestry - FMC	25 years	Grand Gedeh/Sinoe	Signed
19	Liberia Tree & Trading Company Inc.	Forestry - FMC	25 years	Rivercess	Signed
Mining					
20	Arcelor Mittal Liberia	Mining – Iron ore	25 years	Bong/Nimba/Grand Bassa	Amended
21	Aureus Mining	Mining – Gold	25 years	Cape Mount	Amended
22	China Union	Mining – Iron ore	25 years	Bong	Signed
23	AmLib United Minerals Inc.	Mining – Gold	25 years	Montserrado/Rivercess/Margibi	Signed
24	Putu Iron Ore Mining	Mining – Iron ore	25 years	Grand Gedeh	Signed
25	BHP Billiton	Mining – Iron ore	25 years	Nimba/Rivercess	Signed
26	Western Cluster Ltd	Mining – Iron ore	25 years	Bomi, Cape Mount/ Gbarpolu	Signed
Oil and Gas					
27	Anadarko	Oil and Gas	n/a		Signed
28	Chevron	Oil and Gas	n/a		Signed
29	African Petroleum	Oil and Gas	n/a		Signed
30	Exxon Mobil	Oil and Gas	n/a		Signed

5. FINDINGS

In consultation with the LEITI Secretariat, the concession agreements have been rephrased and presented in the contract matrixes in a way that laymen with basic reading and writing skills can understand. The matrixes are grouped by County, and then by Sector and are arranged alphabetically.

These results were, however, not without challenges. Many of the concession agreements provided us were poorly scanned and therefore proved very difficult to read. Some were exploratory agreements rather than the Mineral Development Agreements (MDA). Others were without table of contents, making it impossible to conduct a topical search. It is important to note that the consultant did not obtain MDAs for Putu and Bea Mountain until Thursday, July 9. Given that the report had not been submitted, it was deemed necessary to restate the matrixes for these entities. Moreover, there were no extra copies of the agreements that were not legible.

6. CONTRACT MATRIXES BY COUNTY

i. BOMI COUNTY



a. Sime Darby Gurthrie Plantation

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Sime Darby Gurthrie Plantation	
Contract Type	Agriculture	
Contract Start Date	July 29, 2009	
Contract End Date	July 29, 2072	
Contract Duration/ Period	63 years	
Investment Size	US \$800,000,000	
Location/Affected Area	Bomi and Cape Mount counties	
Review Period	The company, government and community are to review the agreement every 5 years	
Brief Introductory Statement	Sime Darby is a Malaysian agriculture company that entered into a 63-year concession agreement with the Government of Liberia in 2009. Up to the present, the company has developed an area equal to 8,904 hectares of land out of 311,187 hectares in Bomi and Cape Mount counties.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider businesses that are owned by Liberians and registered and operating in Liberia. At the same time, the goods or services the Liberian company is selling must be the same	From July 1, 2009 – July 29, 2072

	price, quality and amount the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this. <i>Section 13.</i>	
Development Plan	The government and the company are supposed to agree on the first development plan. This document shows everything the company will do for the whole time it is operating in the country. After this first plan, the company will give the government a work plan every 4 years for the government to look at what they will do during that time, but not for the government to approve. <i>Section 23.2</i>	Before the company starts operation and on June 1 every year
Local Employment	<p>The government and the company have agreed that their intention is for Liberians to manage this company as soon as Liberians are able to do this work. To make this happen, the company is supposed to employ Liberians like this:</p> <ul style="list-style-type: none"> • 50% of the ten most senior management positions; 	Within 5 and 10 years after the agreement is signed
	<ul style="list-style-type: none"> • 75% of the ten most senior management positions 	Within 5 years after the agreement is signed
	<p>The company is to train a Liberian technical professional to take over the company as Site Manager</p>	Within 10 years after the agreement is signed
	<p>The company is to train a Liberian as caterer or cook/chef to serve as the head cook and Catering Manager. <i>Section 12.1</i></p>	Within 5 years after the agreement is signed
Buying Local Goods & Services	<p>If the company wants to buy goods or services, they must first consider buying from businesses that are owned by Liberians and registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. <i>Section 13.</i></p> <p>The company is supposed to report to the Minister of Commerce a list of all its Liberian suppliers within 30 days of _____ and the Minister should reply in 30 days. <i>Section 13.</i></p>	From time to time and for the entire time the company is working in Liberia
Royalty/Surface Rental/Signature Fees	Surface rental is money the company pays for using anything on top of the land. The company will pay US \$5.00 per hectare for land in the developed area of the concession.	Every year by January 15

	<p>The company will pay US \$1.25 per hectare for undeveloped land (land the company is not using) in the concession area for 8 years.</p> <p>After 8 years, the company will pay US \$2.5 per hectare for undeveloped land in the concession area. <i>Section 20.1</i></p>	Every year for 8 years by January 15 Every year after the first 8 years, by January 15
Annual Social Contribution (Social Development Fund)	<p>The company and government believe that the social development for the local communities is important. This includes old communities and the new communities formed because of the company. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life, even after the company has gone.</p> <p>The company is supposed to provide electricity and review with government the findings of the study (what study?). This does not mean that the company is forced to pay more than what it would have spent on its regular business activities. <i>Section 15.1</i>.</p>	The entire time the company is working in Liberia
	<p>The Outgrower Program is a program where the company will help farmers to grow rubber or oil palm trees. Later on, the farmer will pay back by selling <i>the rubber, oil, etc.</i> to the company. To make this happen, government will give 44,000 hectares more land to the company. <i>Section 15.2</i>.</p>	3 years after the contract is signed
Oil Pam Development Fund	<p>The company will pay 1% of the money it makes every year from selling oil palm into the Oil Palm Development Fund. This fund will only be used to help small oil palm farmers through extension programs and other services. A group of people (a committee) is supposed to be set up to make sure that this money is managed in the correct way. The group will have members from the community area, the government and the company. The company must nominate half of the management team of the Fund.</p> <p>The company will start to give money when the Development Fund is established according to the laws of Liberia. <i>Section 19.6</i></p>	When the company starts to sell Red Oil and when the Fund is established by law
	Same as Oil Palm Development Fund. <i>Section 19.7</i>	When the company starts to sell Rubber and when the Fund is established by law

Minimum Wage Arrangement	The Ministry of Labor is sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees. <i>Section 12.3.</i>	The entire time the company is working in Liberia
Liberian Equity Participation	Not stated. The company is owned by Sime Darby Malaysia. (Why is this here?)	
Sale of Interest/ Concession Rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first and the government must agree. <i>Section 24.1</i>	The entire time the company is working in Liberia
Depreciation Method	<i>Note Stated.</i> Depreciation is how the company makes money from the investment in assets and equipment. It does so by dividing the cost of their investment by 10 years in Liberia and then by subtracting that amount from the profit little by little. Sometimes the company can ask to make it shorter, which will make the company have big depreciation expense and low income. When this happens, it will be hard for the company to make other contributions.	The entire time the company is working in Liberia
Farm/Mineral Development Fund and Science Research Fund	Same as Oil Palm Development Fund. <i>Section 19.5 & 19.6</i>	The entire time the company is working in Liberia
Land Acquisition and Land Outside Concession Area	Once the government gives the company the right to use the land in the concession area, no one is supposed to cause problems for the company. The company has the right to use land belonging to government without paying any more money, but it must first ask the government. If the company wants to use land that belongs to private people, towns or villages, then the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called " <i>eminent domain</i> " to help the company, but it will make sure that the company pays the people a fair market price for the place. <i>Sections 5 & 6</i>	The entire time the company is working in Liberia

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Action Plan	Same as Community Programs, Business Linkages and Development Funds	
Resettlement Plan	Sometimes the company will work in places where the people live or have farms. If, while doing its work, the company causes people to be displaced, the company will work with the government to resettle the affected people and or pay the cost to resettle them. The company is to pay US \$200 per hectare for the land the people will move from. Section 4.3	The entire time the company is working in Liberia
Employee Housing and Clean Water	The company is to provide housing that meet international standards for its employees in the production area. They should have between two to three bedrooms; the children cannot sleep in the same room with the parents; the big children and small children cannot sleep in the same room. The houses must have light and inside plumbing with toilet and place to take a bath. Sections 9.4& 9.5	The entire time the company is working in Liberia
Utilities & Amenities/ Telephone	The company is supposed to have its own telephone system for the purpose of internal communication radio, satellite communications, microwave links, and any other required communication equipment, provided that they obtain licenses from the government. Section 7.1.	
Health, Welfare, Insurance and Sanitation	The company is supposed to keep the work environment safe and report all deaths and major injuries to the government. Section 9.2 The company is to build one big hospital for workers and people in the area. Section 10.	The entire time the company is working in Liberia and within the first 10 years of operations
	Company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do not work for the company can also go to the hospital, but will have to pay something small. Section 9.1.	The entire time the company is working in Liberia
Education Program/ Funds	The company is to build schools and provide free elementary junior and high school education for each dependent of its employee in the production area. Dependents of government officials working in the concession area can also go the schools. Section 11.1 &2	For the entire time the company is working in Liberia

Training/Knowledge Transfer	<p>An Adult Literacy program teaches grown people to read and write. The company is supposed to contribute US \$25,000 for adult literacy and vocational training programs. Section 11.</p> <p>The company's Transfer of Knowledge program will train its Liberian employees to be able to manage the company in future or to do the same work somewhere else. The company will train them on the job. Section 11.</p>	Each year
Community Programs, Youth Development/ Sports	<p>Same as Business Linkages.</p> <p>The company is to pay \$5 per hectare for land for community development programs.</p> <p>A group of 10 people (a committee) is supposed to be set up to make sure that this money is managed in the correct way. The group will have members from the community, the government and the company. The company must nominate half of the management team.</p>	Each year
Access to Information	<p>The government will make sure that the company has access to information, maps and geological information. The company is to build its own telephone system. Section 5.3.</p>	The entire time the company is working in Liberia
Roads, Railroads, Ports & Mail	<p>The company is to use public facilities just like anyone else. They can use roads, train tracks, airports and the ports. Section 4.12.</p>	The entire time the company is working in Liberia

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures		
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wild Life	<p>The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 16</p>	The entire time the company is working in Liberia

b. Western Cluster

Abridged and Simplified Contract Matrix
Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Western Cluster	
Contract Type	Mining Development Agreement (MDA)	
Contract Start Date	August 2011	
Contract End Date	2036	
Contract Duration/ Period	25 years	
Investment Size	US \$2.6 Billion	
Location/Affected Area	Mano River	
Review Period	Not stated, but usually every five years or under special circumstances	
Brief Introductory Statement	Western Cluster, organized under the laws of Delaware, is a Liberian mining company established to mine iron ore in Bomi, Cape Mount and Gbarpolu counties. The company was formally owned 100% by Elenito Minerals and Mining, which also operates in Tanzania, Guinea and Israel. Elenito has since sold shares to Bloom Fountain/Sesa GOA.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to buy products for its operations, they must consider businesses that are owned by Liberians. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. Section 12. Same as Buying Local Goods and Services	During the time the company will be operating in Liberia
Rights and Production Area	The company has the right to mine iron ore only in the production areas of Bomi Hills, Bea Mountain and Mano River and is expected to mine 300,000 tons of ore during its operation. Section 4.1, 2, 5.1 and 4.3 If the company finds the same type of iron ore that it is mining	During the time of operation

	<p>somewhere else, it can apply to the government and make a new agreement. Section 4.6</p> <p>Mining is supposed to be done according to best practices and international standards. Section 6.3</p>	
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn how to do. Only Liberians are supposed to do all of these small jobs. Section 11.1b</p> <p>The company should try to employ Liberians for at least 30% of the top positions.</p>	Within 5 years from the from the day the agreement is signed
	<p>In 10 years, the company must try to employ Liberians for 70% of the top jobs. Section 11.1d</p>	10 years after the contract is signed
	<p>The company should train a Liberian to take over the management of the company.</p>	Five years after the contract is signed and for the time the company will work in Liberia
	<p>The company is to train a Liberian as caterer or cook/chef to serve as the head cook and Catering Manager at the company headquarters.</p> <p>The company is to make sure that all Liberians are trained in their areas of work. Section 11.2</p>	For the time the company will be operating
Buying Local Goods & Services	<p>If the company wants to buy goods or services, they must first consider buying from businesses that are owned by Liberians. A Liberian business is one where a Liberian gets 60% or more of the profit from the business or contract. The goods or services the Liberian company is selling must be the almost the same price and quality the company will get from a company outside of Liberia. The company must tell the government about all the major contractors they work with. Section 12.</p>	For the time the company will be operating
Royalty/Surface Rental/Signature Fees	<p>The company is to pay the government a royalty fee of 4.5% the money it makes when it makes shipment to buyers. Section 15.1</p> <p>No reference made to surface rental fees.</p>	At the time of shipping
Annual Social Development Contribution (Social Development Fund)	<p>All concessions are supposed to work with the government to build Liberia and develop programs for the people. To do this the company is to pay its Annual Social Development Contribution like this:</p> <ul style="list-style-type: none"> • US \$2 Million 	
		1st year of production

	<ul style="list-style-type: none"> • US \$2.5 Million • US 3.1 Million. <p>Section 8.2.</p>	10 days after the contract is signed To be paid as annual contribution
Minimum Wage Arrangement	The Ministry of Labor sets the pay rate for the country and the lowest amount a person can make in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country.	For the entire time the company is operating in Liberia
Liberian Equity Participation	No reference made to this.	
Sale of Interest/Concession Rights	If the owner(s) of the company want to sell the company or a part of it, they must tell the government first and the government must agree. Section 23.1	The entire time the company is operating in Liberia
Depreciation Method	Depreciation is how the company can make the money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	
Farm/Mineral Development Fund and Science Research Fund	The company is to pay US \$50,000 for a Mineral Development Fund. Section 16.5	Paid one time on the day the agreement is signed
Scientific Research	The company is to pay US \$100,000 to the GOL for scientific research. Section 11.4	Every year
General Education Fund, mainly to students from Bomi Hills, Grand Cape Mount and Gbarpolu counties	The company is to pay for general education like this:	Every year
	<ul style="list-style-type: none"> • US\$80,000 to the GoL for all students, but mainly for students from the mining area of Bomi Hills, Grand Cape Mount and Gbarpolu counties, to study geology or mining at the University of Liberia. Section 11.3 	
	<ul style="list-style-type: none"> • US \$40,000 toward building a Mining and Geology college at University of Liberia. Section 11.3 	Every year
	US \$20,000 to encourage students to study Geology or Mining at LU, TC, BWI or other technical schools in Liberia. Section 11.3	Every year
	<ul style="list-style-type: none"> • US \$60,000 to pay for Master Degree in mining or geology for all students, but mainly for students from Bomi Hills, Grand Cape Mount and Gbarpolu counties. Section 11.3 	Every year

Land Acquisition and Land Outside Concession Area	<p>Once the government gives the company the right to use the land in the concession area, no one is supposed to cause problems for the company. The company can also use other land belonging to government without paying more money.</p> <p>If the company finds minerals under land that belongs to private people, towns or villages, then the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called “<i>eminent domain</i>” to help the company, but it will make sure that the company pays the people a fair market price for the place. Section 7.3.</p>	For the time the company will be working in Liberia from the day the agreement is signed into law
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Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	In doing their business the company can sometimes cause problems it did not mean to cause. For example, people get displaced and dust or noise can spoil the peace in the community. To avoid problems like this, the company is supposed to act like the government and hold meetings with the people living in the production areas to know their views. The company is supposed to give the government a plan on how it will do this. Section 5.8 a,b, c	The entire time the company will be working in Liberia
Resettlement Plan	Sometimes the company will work in places where the people live or have farms. If, while doing its work, the company causes people to be displaced, the company will work with the government to resettle the affected people and or pay the cost to resettle them. Section 7.1, & 5.8b	The entire time the company will be working in Liberia
Employee Housing	The company is to provide housing that meets international standards for its employees in the production area. They should have between two to three bedrooms; the husband and wife cannot sleep in the same room with the children; the small children and big children cannot sleep in the same room. The houses must have light and inside plumbing with toilet and place to take a bath. Sections 9.3, .4 & .6.	The entire time the company will be working in Liberia
Utilities & Amenities/ Telephone	The company is supposed to build all infrastructure not provided by the government to ensure that its operation is a success. Section 6.1a.	The entire time the company will be working in Liberia
Health, Welfare, Insurance and Sanitation	Company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at the best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do	As soon as the company start working

	not work for the company can also go to the hospital, but will have to pay something small. Section 10	
Training/Knowledge Transfer	The company must train its Liberian employees to be able to do their jobs all the time. The company must employ qualified Liberians. Section 11.2	The entire time the company will be working in Liberia
Social Contribution: Community Programs for residents of Bomi County, Grand Cape Mount County and Gbarpolu County, and any other area that is impacted by the company's operation.	<p>The company and government believe that people's community lives and their social development are important. The company in this light is supposed to make sure that community programs are put in place for the community growth and social development.</p> <p>Section 8.1</p> <p>In so doing the company is to make payment as follows:</p> <ul style="list-style-type: none"> • US \$2 Million • US \$2.5 Million • US \$3.1 Million 	<p>The entire time the company will be working in Liberia</p> <p>First Year</p> <p>Starting from the 2nd year and every year until sales</p> <p>Every year after the company starts selling iron ore</p>
Access to Information	The company is entitled to receive all information to help it operate in the country. Section 19.1	
Roads, Railroads, Ports & Mail	The company is supposed to build train tracks/railroad from Monrovia to Bomi to transport its iron ore, without causing problem for road transportation. Section 6.7	When the company starts operation
Inspection Concerns	The company is supposed to allow the government or the environment people to inspect their work area. The environment people make sure that the company does not waste chemicals or other bad things in the water or bushes. Section 6.10	When the company starts operation

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures		
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wild Life		
	<p>The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 13</p>	When the company starts operation

ii. BONG COUNTY



a. China-Union (Hong Kong) Mining Company, Ltd & China Union Investment (Liberia), Bong Mines Company

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	China-Union (Hong Kong) Mining Company, Ltd & China Union Investment (Liberia), Bong Mines Company	
Contract Type	Mineral Development Agreement (MDA)	
Contract Start Date	January 19, 2009	
Contract End Date	January 18, 2034	
Contract Duration/ Period	25 years	
Investment Size	US \$2.6 Billion	
Location/Affected Area	Bong County, formerly the Bong Mines/Bong Range Area	
Review Period	Every five years or under special conditions	
Brief Introductory Statement	A term mining concession agreement subject to early termination or automatic extensions to match terms containing 304 Million tons of iron ore with a grade of 36.5%	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	When giving contracts, the company must first consider businesses that are owned by Liberians and registered and operating in Liberia. A Liberian business is one where a Liberian gets 60% or more of the profit from the business or contract. Section 12	Give such report 60 days after each financial year ends
Development Plan	<p>The company is to give the government, through the Ministry of Lands, Mines and Energy, a first-hand plan that shows how they will operate. Section 5.1.i</p> <p>The document is to include environment management plans, social and human resource development plans, and resettlement plans, among others. Section 5.2 – 5.5</p>	90 days after the day the contract is signed As stated for each of the plans

Rights and Other Production Rights	The company has the right to mine iron ore in the Bong Range where there are about 304 million tons of iron ore reserve with a grade of Fe 36.5% located in the Non-Goma Deposits Area. Section 4.1	The entire time the company will be operating in Liberia
Local Employment	The company must obey the labor laws of Liberia. The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. As well, it must first consider qualified Liberians when employing people. For Liberians to be able to run the company in the future, the company must make sure that Liberians hold 30% of all managerial positions and 30% of the top senior management positions after 5 years when it starts work in Liberia, and 70% in the same manner after 10 years. However, the company can employ foreigners for jobs they may not find Liberians to do. The foreigners must get all the papers needed to stay and work in Liberia. Section 11.1	The entire time the company will be operating in Liberia
	The company must train Liberian employees to so they become qualified for key positions. Training can be on-the-job or vocational. The company can also give scholarships for advance trainings both in and outside Liberia. Section 11.2	The entire time the company will be operating in Liberia.
	The company will give US \$200,000 every year for scholarships; US \$50,000 of that amount will be set aside for students who stay in the county and/or in the company's working area. It will also give US \$50,000 every year to the University of Liberia for students to study mining engineering and geology. Section 11.3	Every year from the day this contract is signed.
Buying Local Goods & Services	When buying goods and services, the company must first consider buying from businesses that are owned by Liberians and registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. Section 12.	For the time the company will be operating in Liberia
Fiscal/Royalty	The company is supposed to pay royalty fee of 3.25% of iron ore sale when the price is US \$100.00 per metric ton; pay royalty of 3.5% when the price is US \$125 per metric ton; pay royalty of 4.0% when the price is US \$150.00 or more. Section 15.1	30 days after sales or shipment
Surface Rental	The company will pay surface rent for the concession area in the amount of US \$100,000. Section 15.4	Every year for the first 10 years of operation
	The company is to pay another US \$250,000 as surface rent. Section 15.4.	Every year for 15 years after the first ten years of

		operation
Annual Social Contribution (Social Development Fund)- Education Program/Funds	All concessions are supposed to work with the government to build Liberia and develop programs for the people. To do this the company is to pay US \$3.5 Million as social contribution to communities where the company is operating. Section 8.2	Every year during the time company is in operation Every year
Health Care/Employee Safety	The company is supposed to keep the work environment safe and report all deaths and major injuries to the government. Section 9.1 Company workers and government officials working in connection with the company, along with their wives and children, are entitled to free medical treatment, provided at best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do not work for the company can also go to the hospital, but will have to pay something small. Section 10	Every year during the time company is in operation
Sanitation	The company is to build good bathrooms in all of the employees' homes and at the work place and offices. Section 9.4 . The company is to provide safe and clean drinking water for employees' homes and build hand pumps in the works place. Section 9.5	For the time company is in operation
Minimum Wage Arrangement	Not stated. But the company is to employ Qualified Liberians and qualify people are paid well. Section 11.1 and Section 11.2	
Liberian Equity Participation	No Reference	
Sale of Interest/ Concession Rights	If the owner(s) of the company wants to sell the company or a part of it, they must tell the government first and the government must agree. Section 22.1 .	For the time company is in operation
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does so by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	For the time company is in operation
Farm/Mineral Development Fund and Research Fund	China Union is to pay US \$50,000 to the GoL for the mineral development and research funds. Section 16.4 .	One-time payment
Land Acquisition and	The company has the right to use land belonging to government	For the time

Land Outside Concession Area	<p>without paying more money. If the company wants to use land that belongs to private people, towns or villages, then the company must talk with the people and reach an agreement before it can start to work. Section 7.1</p> <p>The company cannot use land in the Secret Bush, except if it is approved by the government. Section 6.3c.</p>	company is in operation
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Social Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	<p>The company is to pay US \$3.5 Million to the GoL as social contribution to communities where the company is operating. Section 8.2</p> <p>The company is supposed to hold meetings in Gbarnga and Monrovia to develop the Social Impact Plan. Section 5.4b</p>	For the time company is in operation
Resettlement Plan	The government is responsible for resettling residents of the Bong Range area where the company will be operating. Before this can happen, company must pay the GoL US \$100,000 to do the resettlement. Section 7.1	For the time company is in operation
Employee Housing	The company is to provide good housing for its employees in the production area. The houses they build must the way the Ministry of Public Works wants. Section 9.3	For the time company is in operation
Utilities & Amenities	If no infrastructure is available, the company is supposed to build facilities it needs to operate successfully. Examples of the facilities are running water, telecommunications, electricity, etc. Section 6.1.	For the time company is in operation
Training/Knowledge Transfer	<p>The company is supposed to employ Liberians at all levels, in addition to the well qualified foreigners. The company must also train all Liberians to make them able to do their jobs all the time. Section 11.1a and 11.1b</p> <p>30%-70% of the company's managers are supposed to be Liberians after 5 and 10 years of the operations. Section 11.2</p>	For the time the company will be operating between 5 and 10 years and above.
Community Programs, Youth Development/ Sports	The company and government believe that social development in the communities is important. The company is supposed to make sure that community programs are put in place for the community growth and social development. Section 8.1	For the time company is in operation
Access to Information	The company is entitled to receive all information it needs to help it operate. Section 19.1	For the time company is in operation
Road, Railroad, Port & Mail	The company has the right to use the Bong Mines road, railroad, etc. for its operations, but the company is to finish all the repair works. Section 6.6	5 years after the agreement.

Environmental Controls		
Issues	Narratives	Time Line
Pollution Measures	The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 5.3&4	For the time company is in operation
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wildlife	To achieve this, the Company is to take action to manage the environment and natural resources of the area. Section 13.1	

iii. GBARPOLU COUNTY



a. Alpha Logging & Wood Processing Inc.

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Alpha Logging & Wood Processing Incorporated	
Contract Type	Forest Management Contract (FMC)	
Contract Start Date	October 6, 2008	
Contract End Date	October 5, 2033	
Contract Duration/ Period	25 Years	
Investment Size	No Reference, except Performance Bond (US \$250,000) and processing requirements (Different Amounts – in A2)	
Location/Affected Area	Area "A" Lofa and Gbarpolu counties	
Review Period	As per each specific plan, usually 3-5 years	
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company. It covers 199,240 hectares of land in the counties.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	No Reference	
Development and Activity Plans	<p>Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference:</p> <ul style="list-style-type: none"> • Strategic Forest Management Plan • A Five-Year Forest Management Plan • Copy of the Environmental Impact Study (approved by EPA) • Initial Social Agreement 	90 days before the first year work starts.

	<ul style="list-style-type: none"> • A Business Plan <p>Section B3.11-13</p>	
	<p>Every year, the company supposed to prepare and give the government a work plan to show how they will operate for the year.</p> <p>Section B3.14</p>	90 days before the 1 st year of work starts
Local Employment	<p>The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia to do small jobs that people do not have to go to school to learn.</p> <p>Section B3.23</p>	Throughout the time of the contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$10.05 per hectare every year as rent for the land it will use to operate.</p> <p>Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$250,000 performance bond before the company starts work.</p> <p>Section A3 & B3.15</p>	For 25 years, and as stated in Regulation 107-07.
Social Protection (Life & Property)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government.</p> <p>Section B6.31</p>	From the start to the end of this contract.
Minimum Wage	No Reference	
Liberian Equity Participation	No Reference	
Forest Development and Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government.</p> <p>Section B4.12</p> <p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land</p>	Throughout the time of the company's contract.
		Throughout the time of the company's contract.

	<p>Owners.</p> <p>If the private landowner refuses to sell the land to the company, then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	
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Social & Corporate Commitments/Obligations

(Things that the company is supposed to do)

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.83</p>	Every 5 years from the date this contract is signed into law.
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia.
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.55	From the start to the end of this contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	From the start to the end of the contract.
Infrastructure Development (Road, Railways,	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government	Throughout the contract time.

Communication Lines, Port, etc.)	and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	
	The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22&25; & B6.5	3 years after the contract is signed and up the end
	Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18	3 years after the contract is signed and up the end

Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract.
Removal or Decommissioning	At the end of the contract, the company must turn over all its machines, plants etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the time of this contract
Wetlands and Swamps	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4	Throughout the time of this contract.
Parks and Forest	The company should not just cut any tree in the forest. It must leave	Throughout this

Management & Reservations	<p>some trees, mainly the young ones, and other good things in the forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	contract.
Protection of Wildlife Plants, other Animals & Culture	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the time of this contract
Fire Control	<p>The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61&62</p>	Throughout the time of this contract

iv. GRAND BASSA COUNTY



a. Equatorial Palm Oil (Liberia Forest Products)

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Equatorial Palm Oil (Liberia Forest Products)	
Contract Type	Agriculture	
Contract Start Date	August 6, 2008	
Contract End Date	August ____ 2033	
Contract Duration/Period	25 years	
Investment Size	US \$100 Million	
Location/Affected Area	Grand Bassa	
Review Period	5 years	
Brief Introductory Statement	Originally owned by LIBINC, the Equatorial Palm is a 25-year concession located in Grand Bassa County	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	<p>Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider businesses that are owned by Liberians and registered and operating in Liberia. At the same time, the goods or services the Liberian company is selling must be the same price, quality and amount the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this. Same as Buying Local Goods and Services. Section 10.1</p> <p>After 10 years of operation or before expansion, the company is supposed to build a manufacturing plant for production. Section</p>	For the time the company is working in Liberia

	II.1	
Development Plan	The government and the company are supposed to agree on the development plan. This document shows everything the company will do for the whole time it is operating in the country. After this first plan, the company will give the government a work plan every 5 years for the government to know what they will do during that time, but not for the government to approve. Section 19.2	Every 5 years
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do all of these small jobs.</p> <p>Section 9.1</p> <p>The company is to employ Liberians like this:</p> <ul style="list-style-type: none"> • 50% of the top ten senior (big) management jobs 	Within 5 years after the agreement is signed
	<ul style="list-style-type: none"> • 75% of the big positions 	Within 10 years after the agreement is signed
	<p>The company should train a Liberian person to take over the company as the Manager.</p>	Within 5 years after the agreement is signed
	<p>The company should train a Liberian person to take over and serve as cook/chef for the company's headquarters.</p>	Within 5 years after the agreement is signed
Buying Local Goods & Services	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this. Same as Buying Local Goods & Services. Section 10.1	For the time the company is working in the country
Royalty/Surface Rental/Signature Fees	<p>Surface rental is money the company pays for using anything on top of the land.</p> <p>The company is to pay US \$1.00 per acre and US \$0.50 per acre (can you use US \$1.50/acre?) while they are preparing the land. They will pay US \$2.00 per acre during regular operation time for developed land, and US \$1.00 per acre for undeveloped land.</p>	For the time the company is working in the country

	Section 16.1	
Annual Social Contribution (Social Development Fund)	<p>The company and government believe that the social development for the local communities is important. This includes old communities and the new communities formed because of the company. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life, even after the company has gone.</p> <p>The company is supposed to provide electricity and review with government the findings of the study (what study?). This does not mean that the company is forced to pay more than what it would have spent on its regular business activities. Section 12.1.</p>	For the time the company will be operating in the country
Minimum Wage Arrangement	<p>Not Stated.</p> <p>The Ministry of Labor sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. By agreeing to work in line with Liberian laws, the company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees. Section 9.3</p>	For the time the company will be operating in the country
Liberian Equity Participation	Not Stated	
Sale of Interest/ Concession Rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first and the government must agree. Section 20	For the time the company is working in Liberia
Depreciation Method	<i>Not Stated.</i>	
Farm/Mineral Development Fund and Science Research Fund	<p>The company is supposed to work with the Ministry of Agriculture to provide support to Liberian farmers. It is also supposed to help to establish an Oil Palm Institution in Liberia to help with research. Section 12.2</p> <p>The Outgrower Program is a program where the company will help farmers, either by giving cash or maybe seeds, to grow oil palm trees. Later on the farmer will pay back by selling <i>the oil</i> to the company. To make this happen, government will give 50,000 hectares more land to the company. To show that government is serious, 25,000 acres of land will be for the company's expansion and the other 25,000 for the Outgrower Program. Section 12.3</p>	<p>For the time the company is working</p> <p>For the time the company is working</p>
Land Acquisition and Land Outside Concession Area	<p>Once the government gives the company the right to use the land in the concession area, no one is supposed to cause problems for the company. The company has the right to use land belonging to government without making additional payment, but it must first ask the government.</p> <p>If the company wants to use land that belongs to private people,</p>	For the time the company is working

	towns or villages, then the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called “ <i>eminent domain</i> ” to help the company, but it will make sure that the company pays the people a fair market price for the place. <i>Section 3 & 3.3</i>	
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Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	Same as Social Contribution. <i>Section 12.1</i>	For the time the company is working
Resettlement Plan	Same as Section 3, Land Acquisition and Land Outside Concession Area	
Employee Housing	The company is to provide housing that meets international standards for its employees in the production area. They should have between two to three bedrooms; the husband and wife cannot sleep in the same room with the children; the small children and big children cannot sleep in the same room. The houses must have light and inside plumbing with toilet and place to take a bath. <i>Section 7.2 & 7.4</i>	For the time the company is working in Liberia
Utilities & Amenities/Telephone	The company is supposed to have its own telephone system for the purpose of internal communication radio, satellite communications, microwave links, and any other required communication equipment, provided that they obtain licenses from the government. The company can use utilities provided by the government, but it will pay fees just like any other person or company. <i>Section 4.1</i>	For the time the company is working in Liberia
Health, Welfare, Insurance and Sanitation	The company is supposed to keep the work environment safe and report all deaths and major injuries to the government. <i>Section 7.1.1</i> Company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do not work for the company can also go to the hospital, but will have to pay something small. <i>Section 7.2</i>	For the time the company is working For the time the company is working
Education Programs/ Funds	Based on the number of students in the area, the company and the GoL will decide if the company should build a junior high school. The company is to provide free elementary education for company	For the time the company is

	<p>workers. It is supposed to provide free elementary, junior and senior high school education for dependents of employees in the production area. Section 8.1</p> <p>The company is to provide education big people (Adult Literacy) like this:</p> <ul style="list-style-type: none"> • US \$25,000 each year for adult literacy during the time the company is preparing the area; • US \$50,000 every year for adult literacy during regular operations. Section 8.2 	working
Training/Knowledge Transfer	<p>The company must train its Liberian employees to be able to do their jobs well; the company will also employ qualified Liberians. Section 9.2</p>	For the time the company is working
Community Programs, Youth Development/ Sports	Same as Social Contribution. Section 12.1	For the time the company is working
Access to Information	<i>Not stated:</i> The Freedom of Information Act applies. The community can ask the company for certain information but not the company's secret.	For the time the company is working
Roads, Railroads, Ports & Mail	<p>The company is to use public roads, railroads and other facilities. The company can build their own roads in their farm area. If they do so, the public can use the road as long as provided the public will not disturb the company's work. Sections 5</p>	For the time the company is working

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures	The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 13.1	For the time the company is working
Wetlands Management		in the country

b. Chevron Liberia Limited

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Chevron Liberia Limited	
Operator/Owner	Chevron Liberia Limited	
Contract Type	Production Sharing Contract (PSC) & Addenda	
Contract Start Date	April 2007	
Contract End Date	April 2032	
Contract Duration/ Period	25 Years (Divided in Stages)	
Investment Size	Not Specific, Depends on Exploration (looking for oil) Phases	
Location/Affected Area	Block: 11 (Off the Coast of Grand Bassa) 12 (Off the Coast of Grand Bassa) 14 (Off the Coast of Margibi & Montserrado)	
Review Period	As Per Time and Stages	
Brief Introductory Statement	The three oil blocks are owned by Chevron (45%), Oronto (30%) and ENI (25%).* <i>*References made here cut across the three oil blocks, and therefore may not be traced from only one PSC but all three. However, all have same/similar terms and conditions.</i>	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	When giving contracts, the company must first consider businesses that are owned by Liberians and registered and operating in Liberia. Article 6.11 (Block 14); 6.10 (Blocks 11&12).	Through their work in Liberia.
Local Employment	To do oil and gas work in the country, the company must hire Liberians who are able and ready to work. If there are no Liberians who can do the jobs, the company can bring people from outside the country to do the work. Article 29.1 (All blocks). In order to stay and work in Liberia, all foreign workers must get the documents they need from the government to enter, stay and work. Article 29.4 (All blocks)	From the start to the end of their work in Liberia

Buying Local Goods & Services	If the company (or its workers) wants to buy goods or services, they must first consider buying from Liberian owned businesses that are registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. <i>Article 6.11 (Block 14), 6.10 (Blocks 11&12)</i>	The entire time the company will be working in Liberia.
Import and Export	<p>The company has the right to bring to Liberia all the goods, material, machines and other things it needs to do its work. It can also bring everything (like cloths, furniture, dishes) its foreign workers and their families need to live in Liberia.</p> <p>Workers from other countries cannot bring things into Liberia that they can easily get here in the same condition, quality, amount, and price; they can only bring those things are that really special and are not in Liberia. <i>Article 26.1 a & b (All Blocks)</i>.</p>	<p>For the time the Company will be working.</p> <p>From the start to the end of their work in Liberia</p>
Royalty/Surface Rental/Signature Fees	Not Referenced	
Annual Social Contribution (Social Development Fund)	Once the company starts work, it is supposed to give the government money for welfare of the Liberian people. To do this, the government and the company agree, and will work together to put aside US \$150,000 every year while the company is looking for the oil and US \$250,000 every year when the company finds and starts taking the oil. This money will be put in a ‘set-aside’ (escrow) bank account that the government and the company will sign to. <i>Article 29.2c (Blocks 11&12), 29.3 (Block 14)</i>	30 days after the contract is signed
Work Condition (Wages, Salaries, Work Hours, etc.) Arrangements	As long as the company follows the labor laws of Liberia, all matters concerning pay (salary), working hours and other conditions are to be decided by the company for its Liberian and foreign workers. <i>Article 29.5 (Block 14)</i>	Throughout their work in Liberia
Liberian Equity Participation	No Reference	
Science Research Fund	All goes to Training & Education? or All funds go will be used for Training and Education	
Land Acquisition and Land Use	If oil and gas is found on private land, the company must deal with the landowner to come to an agreement. If the company and the landowner cannot agree, the company must tell the government to solve the problem. <i>Article 9.0-2 (All blocks)</i>	When they start working on land

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact Plan	Same as Social Development Fund (above) and EIS/ESMP/ESIA (below).	
Utilities, Amenities & Infrastructure (Roads, Railroads, Ports, etc.)	<p>The company can build or use roads, railroads, and ports, and other things that will make their work easy. They can also supply water and light. If the government wants to use the things the company builds, it will pay a fair price to the company to do so. Article 10.1-2 (All Blocks)</p> <p>While building, the company cannot destroy any graveyard, church, mosque or government buildings in the construction area. The company must first tell NOCAL before continuing its work. Article. 6.6(Block 11&12), 6.7 (Block 14)</p>	From the start to the end of their work in Liberia
Health, Safety, Insurance and Sanitation	Not specified or referenced.	
Training & Education Programs	<p>When the company starts oil work, it is supposed to give money to train Liberians to work for the company. It will give US \$125,000 (all blocks) every year while it is still looking for the oil; US \$200,000 (block 14) and US \$ 175,000 (blocks 11 & 12) each year when they find and start taking the oil. Secondly, the company will also give the University of Liberia US \$75,000 to support education in mining and environmental science. Article 29.2 (All blocks)</p> <p>Money for the University of Liberia will go straight to the University. The other money will be put in a ‘set-aside’ (escrow) bank account that both NOCAL and the company will sign to.</p> <p>The government (NOCAL) and the company will decide how to choose people for training. If, for example, there will be 10 persons for training, the government will give 7 persons (70%) and the company will give 3 persons (30%). Article 29.2b (Blocks 11&12); 29.3(Block 14)</p>	Immediately after they start work until the end of their PSC
Reporting and Access to Information	<p>NOCAL owns, and can freely use, all data about oil and gas. Therefore the company will give NOCAL all the needed information such as: daily reports on drilling, weekly reports on seismic operations, quarterly reports on its operations (30 days after), and yearly reports on oil and gas operations (at the end of February of each year). Article 8.1-2 (All Blocks)</p> <p>In addition, it will give NOCAL the following reports as soon as they are ready:</p>	From the start of their work to the end

	<ul style="list-style-type: none"> • copy of geological survey and maps • original of all geological surveys • measurements, interpretations and map profiles • drilling locations and completion for each well • all drill tests or production tests • copy of all reports relating to key analysis <p>The company will keep NOCAL informed about its operations through one person. All information about the company's work is special, and it cannot be given to different people. The only other people who can know the information are the company's advisors, its bankers and some government officials who will need it for their work. <i>Article 8.3-6 (All Blocks)</i></p>	
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Environmental Controls

Issues	Narratives	Time Line
Pollution and Contamination, Measures & Controls	<p>The company is supposed to follow Liberian (and international) laws about land, water and air. Before it starts work, the company must give the government an Environmental Impact Statement (EIS); explains how the company will take care of the environment.</p> <p>When doing construction work, the company must not destroy any graveyard, church, mosque or government buildings.</p>	Before they start and the entire time they will be working in Liberia
Decommissioning Measures	<p>After the company works somewhere, it must always fix the areas back the same way it was before it started working there.</p> <p><i>Article 6.4-5 (All Blocks).</i></p>	

v. GRAND CAPE MOUNT COUNTY



a. Bea Mountain

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Bea Mountain	
Contract Type	Mineral Development Agreement (MDA)	
Contract Start Date	March 14, 2002	
Contract End Date	March 13, 2026	
Contract Duration/ Period	25 years	
Investment Size	US \$150 Million	
Location/Affected Area	Montserrado and Rivercess counties	
Review Period		
Brief Introductory Statement	Bea Mountain is a United States gold mining company that has a concession agreement with the Government of Liberia	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	Concessions agreements are signed to create opportunities for businesses in the country. If the company wants to give a contract or buy goods or services, they must first consider Liberian owned businesses that are registered and operating in Liberia. Section 14	Throughout the time of this agreement
Development Plan	The company is supposed to operate according to the plan it gave to the Government for approval. Section 5.1	90 days after the contract is signed
	The company must make sure that the plan is revised every year. Section 5.1	60 days after every year
Rights and Other Production Rights	The company has the right to mine gold in the production areas of 49,420 acres of land in Montserrado and Rivercess counties. Section 4.1	180 days after the contract is signed

Local Employment	The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do these types small jobs. The company should employ qualified Liberians at all levels. It can bring foreign workers for jobs that it cannot find Liberians to do. The company must get the correct permits from the government for these employees to live and work in Liberia. Section 13.1	For the time the company will be operating in Liberia.
	The Government, through the Ministry of Lands, Mines and Energy, is supposed to send two qualified Liberians to the company to make sure that Liberians know how the company works, so that they can do the same work in Liberia when the company leaves. The company will be responsible to pay these two Liberians on a daily basis. Section 13.2.	For the time the company will be operating in Liberia
	The company is also supposed to make sure that Liberians are trained in all areas of its operations. Liberian workers must be paired to foreign workers so that the Liberian can learn on-the-job. This should happen at all levels of the company in Liberia and at the company's headquarters. The company must give a training plan to the government for approval. Section 13.3	
Buying Local Goods & Services	If the company wants to buy goods or services, they must first consider buying from Liberian owned businesses that are registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. Section 14	For the time the company will be operating in Liberia
Fiscal/Royalty/Surface Rental/ Signature Fees	The company is supposed to pay royalty for gold, silver, and diamond equal to 3% of the value sold. The company and the government have to agree on the royalty amount for any other minerals that the company finds; the amount must not be more than 5%. The royalty shall be paid in 30 days after the minerals are shipped. Section 21.1	45 days after the shipment to the buyer or 20 days after the mineral is sold
	Surface rental is money the company pays to the government for using the top of the ground before digging for minerals. The company is to pay a surface rental to government of US \$0.08 per acre in the exploration area and US \$.80 per acre for land in a production area. Section 22.1 & 2	First payment after contract is signed; other payments, January 15 and July 15. Yearly.
Annual Social Contribution – Health Care	Company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at the best medical	The entire time the company is operating in

	standards in a good sanitary environment. The company is to follow all health and safety rules, regulations and laws of the GoL or do better than what the government wants. The company should build a clinic or hospital for every 100 persons employed in an area and should it be headed by a nurse or a medical doctor. Section 12.1	Liberia
Annual Social Contribution – Employee Safety	The company is to use all acceptable mining safety standards to keep the work environment safe. It must report all major injuries (that will cause the worker to stay home for 6 days) or deaths from its operations to the government. Section 11.1.	From the start to the end of this agreement
Annual Social Contribution - Education	The company is to provide free elementary and secondary education for the children of the company's workers and government officials working in connection with the company's work in the production area. If there is no school in an area, company can decide to either pay the school fees or build schools. Section 12.2	As soon as the company starts production
Annual Social Contribution – Employee Housing	Not referenced	
Minimum Wage Arrangement	Not referenced The company is to employ qualified Liberians. Section 13.2	As soon as the company starts production
Liberian Equity Participation: Government of Liberia	The Government of Liberia is entitled to up to 10% share in the company's operation free of charge. Section 32.1	During the time of operation
Liberian Equity Participation: Liberian People/Organizations	Liberian people or Liberian organizations are entitled to buy up to 10% of the company at fair market price when it decides to sell. This offer is open for only 120 days. If no Liberian buys shares in the company, the company can sell it somewhere else. Section 32.2	180 days after the company has finished studies for minerals.
Sale of Interest/ Concession Rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first. If the company just wants to give the business to people who are already part of the ownership, then the company does not need to tell the government. Section 26.1-3	During the period of operation
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	During the period of operation

Mineral Development Fund and Research Fund	The company is to pay US \$50,000 to the GoL for the Mineral Development Fund. Section 23.2 b	On the day the contract is signed
Land Acquisition and Land Outside Concession Area	The company is supposed to use land in the concession area after signing the agreement, but it can also use other land belonging to government without paying more money. If the company finds minerals under land that belongs to private people, towns or villages, the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called " <i>eminent domain</i> " to help the company, but it will make sure that the company pays the people a fair market price for the place. Section 10.1 & 2	During the period of operation

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	The company must work with government and the people to develop plans/programs that are good for the community. The company is supposed have meetings with community members to make sure the company and the people agree about what is good for all. The community and government have the right to ask the company to call meetings. Section 15	During the period of operation
Resettlement Plan	The company must talk with private landowner(s) before doing any operations in their area. In the negotiation, the company is supposed to build them a new town/village or pay them for their land (farms or gardens) etc. that the company spoiled. If the landowner(s) does not agree, the Government can come in to make sure that the company does the right thing for the people. Section 10.1&2	During the period of operation
Utilities & Amenities	The company will build their factory, buy equipment, and provide lights for its operation, if these things are not already there. The company also has the right to use government public facilitates, such as water, lights, roads, railroads and other means of transportation at a fair cost. Section 10.4	During the period of operation
Community Programs, Youth Development	The company and government believe that social development in communities is important. The company is supposed to make sure that community and young people development programs are put in place, looked at and approved. Section 15	During the period of operation
Access to Information	<p>The government will provide information the company needs to operate. The government or the company supposed to give all company's employees any information that they are supposed to know.</p> <p>The company is supposed to keep operations reports about maps, geological, mining and mineral analysis along with everything that</p>	During the period of operation

	the company finds in the field. This includes production records, marketing reports and financial reports; these should be available to community if they ever need them. Section 18.1&2	
Roads, Railroads, Ports & Mail	The company has the right to use government roads, railroads, and other means of transportation. The company can also build such things if or when it needs them. However, it must first tell the government and make sure whatever it builds is done very well. Section 10.4 & 5	During the time of operation

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures	The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 16.1, 2 & 3	During the time of operation
Wetlands Management		
Waterfront Control Measures		
Parks and Forest Reservations	No Reference	
Protection of Wildlife	No Reference	

vi. GRAND GEDEH



a. Euro Liberia Logging Company

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information

Name of Company/ Concessionaire	Euro Liberia Logging Company
Contract Type	Forest Management Contract (FMC)
Contract Start Date	September 17, 2009
Contract End Date	September 16, 2034
Contract Duration/ Period	25 Years
Investment Size	No Reference, except Performance Bond (US \$250,000) and processing requirements (Different Amounts – in A2)
Location/Affected Area	Area "F", Konobo, Gbeapo and Webbo Districts, in Grand Gedeh and River Gee counties
Review Period	As per each specific plan, usually 5 years
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company. It covers 253,670 hectares of land in the counties

Economic Features

Issues	Narratives	Time Line
Business Linkages	Not referenced	
Activities & Development Plans	Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference: <ul style="list-style-type: none">• Strategic Forest Management Plan	90 days before the first year work starts

	<ul style="list-style-type: none"> • A Five-Year Forest Management Plan • Copy of the Environmental Impact Study (approved by EPA) • A Business Plan <p>Section B3.11-13</p>	
	Every year, the company supposed to prepare and give the government a work plan to show how they will operate for that year. Section B3.14	90 days before the first year work starts
Local Employment	The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn. Section B3.23	Throughout the time of this contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$10.05 per hectare every year (for 25 years) as rent for the land it will use to operate. Section A4 & B7.13</p> <p>The company must give the government a US \$250,000 performance bond before the company starts work. Section A3 & B3.15</p>	As stated in the Regulation 107-07
Social Protection (Life & Properties)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near areas where people live (within 750 meters) without permission from the government. Section B6.31</p>	From the start to the end of this contract.
Minimum Wage Arrangement	No Reference	
Liberian Equity Participation	No Reference	
Farm Development and Science Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Use of Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and</p>	Throughout the time of the company's contract

	<p>then it must get permission from the government. Section B4.12</p> <p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner(s) according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p> <p>If the private landowner refuses to sell the land to the company, then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	
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Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.83</p>	Every 5 years from the date this contract is signed
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all the Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of all of its workers, and other people they allow in the work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information.	From the start to the end of the contract

	Section B5.55	
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	From the start to the end of the contract
Infrastructure Development (Roads, Railroads, Communication Lines, Ports, etc.).	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	Throughout the contract time
	The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5	3 years after the contract is signed and up the end
	Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18	

Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3.</p>	Throughout the contract.
Removal or Decommissioning	At the end of the contract, the company must turn over all its machines, plants etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24	At the end of the contract.
Water Resources & Erosion Management	The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area	Throughout the time of this contract.

	(environment). The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37	
Wetlands and Swamps	No Reference	
Used of Gravel, Sand, Clay, Stone, etc.	With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4	Throughout the time of this contract
Parks and Forest Management & Reservations	The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the forest. Section B6.32 The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42	Throughout this contract
Protection of Wildlife Plants, other Animals & Culture	In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34 The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35	Throughout the time of this contract
Fire Control	The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61 & 62.	Throughout the time of this contract

b. International Consultant Capital (ICC)

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information

Name of Company/ Concessionaire	International Consultant Capital Logging Company
Contract Type	Forest Management Contract (FMC) – Ratified
Contract Start Date	September 17, 2009
Contract End Date	September 16, 2034
Contract Duration/ Period	25 Years
Investment Size	No Reference, except Performance Bond (US\$250,000) and processing requirements (Different Amounts – in A2)
Location/Affected Area	Area “K”, Tappita, B’Hai, Gbarzon and Nowen Districts, Nimba, Grand Gedeh and Rivercess counties
Review Period	As per each specific plan, usually 5 years.
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company .It covers 266,910 hectares of land in the counties.

Economic Features

Issues	Narratives	Time Line
Business Linkages	No Reference	
Developmental and Activities Plans	<p>Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference:</p> <ul style="list-style-type: none"> • Strategic Forest Management Plan • A Five-Year Forest Management Plan • Copy of the Environmental Impact Study (approved by EPA) • Initial Social Agreement • A Business Plan <p>Section B3.11-13</p>	90 days before the first year work starts

	Every year, the company supposed to prepare and give the government a work plan to show how they will operate for that year. Section B3.14	90 days before the 1 st year work starts
Local Employment	The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn. Section B3.23	Throughout the contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$10.05 per hectare every year as rent for the land it will use to operate. Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$250,000 performance bond before the company starts work. Section A3 & B3.15</p>	As stated in Regulation 107-07
Social Protection (Life & Property)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government. Section B6.31</p>	From the start to the end of this contract
Minimum Wage	No Reference	
Liberian Equity Participation	No Reference	
Farm Development and Science Research Fund	No Reference	
Land Access/Use: Public and Private Land	<p>Use of Public Land In/Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government. Section B4.11&12</p>	Throughout the time of the company's contract
	<p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner(s) according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p> <p>If the private landowner refuses to sell the land to the company,</p>	Throughout the time of the company's contract

	<p>then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	
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Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B6.16</p>	Every 5 years from the date this contract is signed into law
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.55	From the start to the end of this contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	From the start to the end of the contract.
Infrastructure Development (Roads, Railroads, Communication Lines, Ports, etc.)	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	Throughout the contract time

	The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5	3 years after the contract is signed and up the end
	Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18	

Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract
Removal or Decommissioning	At the end of the contract, the company must turn over all its machines, plants etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the time of this contract
Wetlands and Swamp	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4	Throughout the time of this contract

Parks and Forest Management & Reservations	<p>The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	Throughout this contract
Protection of Wildlife Plants, other Animals & Culture	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the time of this contract
Fire Control	<p>The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61&62</p>	Throughout the time of this contract

c. Putu Iron Ore Mining, Inc.

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Putu Iron Ore Mining, Inc.	
Contract Type	Mineral Development Agreement (MDA)	
Contract Start Date	May 18, 2005	
Contract End Date	May 18, 2030	
Contract Duration/ Period	25 years	
Investment Size	US \$2 Billion	
Location/Affected Area	105,019 acres of land in Grand Gedeh County	
Review Period	Every 5 years	
Brief Introductory Statement	Putu is a 25-year Mineral Development Agreement (MDA) between the Government of Liberia and Mano River Iron Ore Ltd/Putu Iron Ore Mining Range. The company started on September 20, 2010. The MDA will be operating in Grand Gedeh County, where the Putu mountain is located. Other areas are River Gee and Sinoe counties. Social contribution will be divided between the counties like this: Grand Gedeh 50%, River Gee 20% and Sinoe 30%.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to buy products for its operations, they must consider businesses that are owned by Liberians. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. Section 12 Same as Buying Local Goods and Services	180 days after the company starts operation and throughout the time the company will be mining in Liberia

Development Plan	The company is supposed to operate according to the plan it gave to the Government for approval. This plan will show the timing of investment, schedule of projection area, and how it will employ people. All mining companies in Liberia are supposed to work according to standards from the Ministry of Lands and Mines. Section 5.4.iv.	Usually 180 days after the company starts operation and every year throughout the time the company will be mining in Liberia
Rights and Other Production Rights	<p>The company has the right to mine iron ore in the production area of 105,019 acres of land in Grand Gedeh and to use all government properties, including roads. The company can also build roads, bring equipment, build buildings, etc. to operate. If Liberians have problems with the company, they can go to the Ministry of Lands, Mines and Energy or to court. Section 7.1.</p> <p>The company is not supposed to do things that will cause problems for the people to make farms or get water. The company is not supposed to spoil the roads or go in the Secret Bush. The company and the people are supposed to live together in peace. Section 7.2.</p>	180 days after the company starts operation and every year throughout the time the company will be mining in Liberia
Local Employment and Training of Liberians	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn how to do. Only Liberians are supposed to do all of these kinds of jobs. Section 11.1b</p> <p>The company is also supposed to employ qualified Liberians so that they can manage the company in the future. Section 11.1c.</p> <p>The company must employ Liberians for 30% of the top jobs.</p> <p>In 10 years, the company must employ Liberians for 70% of the top jobs.</p> <p>The company is supposed to train Liberians in the technical areas. Section 11.</p>	For the time the company will be working First five years of operation Within ten years of operation For the time the company will be working
Surface Rental /Mineral Development Fund	<p>No reference to Surface Rental</p> <p>The company is to pay US \$50,000 for Mineral Development and Research for institutions to study geology and mining. Section 18.4.</p>	One time and on the day the agreement is signed

	The company is supposed to pay for water that it will use that nobody else can use after because of dirt and chemicals in the water. Section 16.6.	The entire time the company is working in the country
Health and Safety Standards	The company is supposed to keep the work environment safe and report all deaths and major injuries to the government. Section 9.1	The entire time the company is working in the country
Annual Social Contribution (Social Development Fund) Education Program	The purpose of the concession agreement is to help the people of Liberia. The company and government agreed that the community life should improve as a result of the concession. Programs should be put in place to make sure that this happens. Section 8.1	
	The company is to pay US \$40,000 for training in geology or mining for students at UL or in the Grand Gedeh Education System; any Liberian student can benefit from the scholarship, but mainly students from Grand Gedeh. Section 11.3a	Every year
	The company is to also give US \$20,000 to the University of Liberia to create a school for training in geology or mining. Section 11.3a	Every year
	The company will give another US \$10,000 to University of Liberia to send students to get master degree in geology or mining. Section 11.3a	Every year
	The company will give another US \$ 30,000 toward school fees for students who want to get master degree in geology or mining, particularly students from Grand Gedeh County. Section 11.3a	Every Year
Annual Social Contribution (Social Development Fund) Free Primary and Secondary Education	The company will work with the Ministry of Education and build schools for the children to attend for free. The company will help the children until they graduate or reach the age of 21. This is for children of all employees, government official employees who are assigned in the area and children of all those working in the area. Section 11.3d	For the time the company is working
Annual Social Contribution: Employee Housing	The company is to provide housing for its employees in the production area. Section 9.3	For the time the company is working
Annual Social Contribution (Social Development Fund): Sanitation and Cleanliness in the Community	The company is to build good bathrooms its employees' homes, the work area and the offices. Section 9.4 The company is to provide safe and clean drinking water for employees' homes and build hand pumps in the work area. Section 9.5	For the time the company is working
Annual Social Contribution (Social Development Fund): House Size	The company is to provide good housing for its employees. They should have between two to three bedrooms; the husband and wife cannot sleep in the same room with the children; the big boys cannot sleep in the same room with the girls. Section 9.6	For the time the company is working

Annual Social Contribution (Social Development Fund): Medicare and Hospital	The company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do not work for the company can also go to the hospital, but will have to pay something small. Section 10	As soon as the company starts operation
Mineral Development Fund and Science Research Fund	The company is supposed to pay US \$100,000 for Science Research Development. Section 11.4.	Every year
	The company will make a one-time payment of US \$50,000 for a Mineral Development and Research Fund. Section 16.5.	One time on the day the contract is signed
Minimum Wage Arrangement	No Reference. However, the Ministry of Labor is sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees.	As long as the company is working in Liberia
Annual Social Contribution (Social Development Fund)	The company has the right to audit the money it gives to the community as Social Contribution. Anyone who refuses to do allow the company to this will be going against the agreement. Section 11.5	For the time the company is working
Buying Local Goods & Services	The company is supposed to give priority to Liberians when it is buying goods and giving contracts. At the same time the product or service that Liberians will provide has to be what the company is looking for in terms of price and quality. The people and government have the right to ask to company about this. Section 12.	For the time the company is working
Liberian Equity Participation	Not referenced in the agreement	For the time the company is working
Sale of Interest/Concession Rights	Not referenced in the agreement	For the time the company is working
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	For the time the company is working

Right to Water	The company has the right to use water safely and not to spoil it with chemicals. Section 19.5	For the time the company is working
Land Acquisition and Land Outside Concession Area/Resettlement	The company is supposed to use land in the concession area after signing the agreement, but it can also use other land belonging to government without paying more money. If the company finds minerals under land that belongs to private people, towns or villages, the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called " <i>eminent domain</i> " to help the company, but it will make sure that the company pays the people a fair market price for the place. Section 7.3a	For the time the company is working

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	All concessions are supposed to work with the government to build Liberia and develop programs for the people. In doing their business the company can sometimes cause problems it did not mean to cause. For example people get displaced and dust or noise can spoil the peace in the community. To avoid problems like this, the company is supposed to act like the government and hold meetings with the people living in the production areas to know their views. The meetings are supposed to be held in Monrovia, Zwedru, Greenville and all places where the train or heavy machine will make noise and cause problems for the community. The company is supposed to give the government a plan on how it will do this. Section 5.6 a, b, c	
Resettlement Plan	No Reference	
Utilities & Amenities/Telephone	The company is responsible for building all factories, buying equipment, and providing lights for its operation, if these things are not made available by the government. Section 104 If needed, the company has the right to use government public facilities, such as halls, roads, railroads and other means of transportation at a fair cost. Section 6.1	For the time the company is working
Community Programs, Youth Development/ Sports	The company and government believe that social development in communities is important. The company is supposed to make sure that community programs are put in place for the community growth and social development. To make this happen the company is supposed to make payments for community social development like this: Section 8.2a	For the time the company is working

	<ul style="list-style-type: none"> • US \$500,000 • US \$500,000 • US \$1.25 Million • US \$1.5 Million • US \$3 Million • US \$3 Million or 5% of the income that was taxed in the year before, whichever is bigger. Section 8.1 <p>Government can decide how the money will be spent in the best interest of the community. The community can be audited for this money the same way the GAC can audit the Ministers of government. Section 8.2c</p>	The day the contract is signed 2011 2012 2013 2014 to 2017 2018 to the end of the agreement every year
Access to Information	<p>The government will provide information the company needs to operate. Section 18.1</p> <p>The government will give employees any information they are entitled to receive. Section 18.2</p> <p>The company is supposed to keep records of all its operations - maps, geological, mining and mineral analysis, and records of everything that it finds in the field, production records, and marketing and financial reports. These are supposed to be provided whenever the community needs it. Section 19.1, 2&3.</p>	For the time the company is working in Liberia
Roads, Railroads, Ports & Mail	The company is supposed to build factories, roads, railroads or renovate them for its business. If the government has these facilities available, the company and government can agree on how to use the company can use them, provided that all of these are in the development plan that the company gave the government. Section 6	For the time the company is working in Liberia
Environmental Controls		
Issues	Narratives	Time Line
Pollution Measures	The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 13	For the time the company is working in Liberia
Wetlands Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wildlife		

vii. GRAND KRU



a. Atlantic Resources Ltd

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information

Name of Company/ Concessionaire	Atlantic Resources Ltd.
Contract Type	Forest Management Contract (FMC)
Contract Start Date	September 17, 2009
Contract End Date	September 16, 2034
Contract Duration/ Period	25 Years
Investment Size	No Reference, except Performance Bond (US \$250,000) and processing requirements (Different Amounts – in A2).
Location/Affected Area	Area “P”, Blebo, Tiento, Torpah, Barobo, Gwelokpoken and Nyenawleken Districts, Grand Kru, Maryland and Rivercess counties
Review Period	As per each specific plan; usually 5 years.
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company. It covers 119,344 hectares in the three counties.

Economic Features

Issues	Narratives	Time Line
Business Linkages	No Referenced	
Developmental and Activity Plans	Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference: <ul style="list-style-type: none"> • Strategic Forest Management Plan • A Five-Year Forest Management Plan 	90 days before the 1 st year of work starts

	<ul style="list-style-type: none"> • Copy of the Environmental Impact Study (approved by EPA) • Initial Social Agreement • A Business Plan <p>Section B3.11-13</p>	
	<p>Every year, the company supposed to prepare and give the government a work plan to show how they will operate for that year.</p> <p>Section B3.14</p>	90 days before the 1 st year of work starts
Local Employment	<p>The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn.</p> <p>Section B3.23</p>	Throughout the contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$8.90 per hectare every year as rent for the land it will use to operate.</p> <p>Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$250,000 performance bond before the company starts work.</p> <p>Section A3 & B3.15</p>	As stated in Regulation 107-07.
Social Protection (Life & Property)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government.</p> <p>Section B6.31</p>	From the start to the end of this contract
Minimum Wage	No Reference	
Liberian Equity Participation	No Reference	
Farm Development and Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Use of Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government.</p> <p>Section B4.12</p>	Throughout the company's contract
	<p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner(s) according</p>	Throughout the company's contract

	<p>to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p> <p>If the private landowner refuses to sell the land to the company, then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	
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Social & Corporate Commitments/Obligations

(Things that the company is supposed to do)

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.</p>	Every 5 years from the date this contract is signed
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.55	From the start to the end of this contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	From the start to the end of the contract.

Infrastructure Development (Roads, Railroads, Communication Lines, Ports, etc.)	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	Throughout the contract time.
	The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5	3 years after the contract is signed and up the end
	Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18	

Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract
Removal or Decommissioning	At the end of the contract, the company must turn over all of its machines, plants, etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the contract
Wetlands and Swamps	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same	Throughout the contract

	way it was before digging and make sure it is safe. Section B4.4	
Parks and Forest Management & Reservations	<p>The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	Throughout the contract
Protection of Wildlife Plants, other Animals & Culture	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the contract
Fire Control	The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61&62	Throughout the contract

viii. LOFA COUNTY



a. Liberia Cocoa Company

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Liberia Cocoa Corporation	
Contract Type	Agriculture Concession	
Contract Start Date	_____ 2014	
Contract End Date	_____ 2034	
Contract Duration/ Period	20 years	
Investment Size	US \$12 Million	
Location/Affected Area	Voinjama District, Lofa County	
Review Period	After every 5 years	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider businesses that are owned by Liberians and registered and operating in Liberia. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this.	When the company starts operation, but usually 180 days after the company starts operation
Development Plan	The company is supposed to give the government a development plan every five years. Section 9.4c	On or before June 1 st of each year, starting 2023

	If the company does not develop the area like it supposed to, the government, will close the company. This is called the Concession Area. Ref: Section 9.9 (?)	For the time the company will be working
Rights and Other Production Rights	All the farmers in the concession area do not have to grow cocoa; they can grow what they want. Ref. Section 4.6	For the time the company starts work; after the concession area and production area have been divided
	If the company is able, it will buy cocoa seedlings from a foreign country. The company can also buy seedlings from ho the company has asked to plant cocoa. This is called an outgrower program; the company helped farmers to plant and then the later when it starts to grow, the farmer will sell to the company. The company can also buy from the following things from foreign countries: planting materials, farm goods, school materials, medication for hospitals and clinics in the concession area, rice for the workers and all materials or equipment it will need to meet its social obligations to the community. Section 4.7	For the time the company starts work; after the concession area and production area have been divided
Local Employment	In the first 5 years, the company is supposed to make sure that at least 50% of its managers are Liberians; 50% of the ten most senior management positions should be held by Liberians.	First 5 years of the Effective Date
	Within 10 years, the company should employ at least 75% Liberians in all management positions; 75%) of the ten most senior management positions should be held by Liberians.	Within ten (10) years of the Effective Date
	The company can still hire some foreigners for top jobs, as long as it hires the number of Liberians for these positions agreed to in the contract. Section 23.3	
Buying Local Goods & Services	If the company wants to buy goods or services, they must first consider buying from businesses that are owned by Liberians. A Liberian business is one where a Liberian gets 60% or more of the profit from the business or contract. The goods or services the Liberian company is selling must be equal in value or better than goods and services the company can get from outside of Liberia. The company will look at price, quality, safety standards, service, quantity, delivery schedules, availability and other laws before making the decision to do business with the Liberian company. Section 14	The entire time the company will be working in Liberia

Royalty/Surface Rental / Signature Fees	The company is supposed to pay a fee equal to US\$5.00 per hectare for land in the Production Area. This is called a royalty fee. <i>Section 4.1(c)</i>	For the time the company starts work; after the concession area and production area have been divided
Annual Social Contribution (Social Development Fund)	Every year, the company is supposed to give an agreed amount of money to the community, district or county to for development projects; the community can decide what projects they will do or they can ask the company to do what they and the company agree to. The company is supposed to build schools in the work area for their workers children to go for free.	Within 6 months after completing the survey of the Production Area
Minimum Wage Arrangement	The Ministry of Labor sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company agrees to follow the labor laws of the country. <i>Section 13.3</i>	
Liberian Equity Participation	No Reference	
Sale of Interest/ Concession Rights	If the owner(s) of the company want to sell the company or a part of it, they must tell the government first and the government must agree. Even if the government agrees, the company will have to pay all of the taxes or fees and money it owes to others before the owner(s) can sell the company. If they sell the company, the government will take out all taxes from total amount the company will make. <i>Section 24.2</i>	
Farm/Mineral Development Fund and Science Research Fund	The Outgrower Program is a program where the company will help small farmers in the area to grow cocoa and then later on, it will buy products from the farmers. <i>Section 4.7</i>	
Land Acquisition and Land Outside Concession Area	The company will pay an additional annual surface rental fee of US \$1.25 per hectare for land outside the Production Area, but within the Concession Area. The Production Area is the place that the company is working right now; Concession Area is the whole area that the company signed the agreement for. <i>Section 20.1b</i>	

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Action Plan	<p>The company supposed to make sure that no chemicals, gas, fuel oil or any other bad things are put in the ground/bush or in creeks around the towns.</p> <p>To make sure that this does not happen, the company is to prepare and give to government a Social Action Plan (SAP) that will show how the company will protect the environment. The plan is supposed to include programs on how the concession area will continue to do economic and social activities in both the concession areas and those new areas/populations that have been formed because the company started doing business in the area. Section 17.2</p>	Before the concession starts working
Resettlement Plan	If, while doing its work, the company causes people to be displaced, the company will work directly with the affected person or people to find them a suitable place to move, pay for anything they lost or must leave behind, and any other benefits they are supposed to get. The company will follow Liberian laws during the negotiation with the affected person or people. The SAP the company gave the government includes the company's Resettlement Action Plan (RAP). Section 4.1c	
Employee Housing	<p>For full-time employees, the company can give up to 30% of the person's gross salary for housing; or the company can build houses for full-time employees and their dependents.</p> <p>If the company decides to build houses, they must be in line with the minimum housing standards issued by the Ministry of Public Works. Section 10.5</p>	As soon as the company starts to employ workers
Utilities & Amenities/ Telephone	The company will provide adequate electricity, water and other utility services, since the Government is not able to do so at this time. The services will be provided to buildings and other facilities in the Concession Area. Before doing so, the company will consult with and get the approval of agencies of government responsible for each service. Section 7.2	For the time the company is working

Health, Welfare, Insurance and Sanitation	<p>The hospital that the company will build must be in accordance with generally accepted health and sanitation procedures and Law of Liberia.</p> <p>The hospital shall be free for employees and their dependents, part-time workers and government officials assigned to the area. It should be able to give emergency care and also provide medicine to prevent sickness. There must be at least 1 modern outpatient clinic in the Production Area, staffed with qualified medical practitioner(s). Section 10.4</p> <p>The company is to also build (or repair) sufficient toilets in the Production Area and make sure that facilities in the Concession Area are clean in accordance with the Development Plan. Section 17</p>	In six (6) months after the company starts work
Education Program/Funds	<p>Build schools and provide elementary education, junior and senior high school education, free of charge, for dependents of employees in the production area.</p> <p>Is this different from the earlier account in count 7 or its paragraph 2? Section 12.1</p>	Within 6 months after the company starts work
Training/Knowledge Transfer	Provide the needed training for Liberians so that they become qualified for current and future positions according to Section 13.1 of this agreement. Section 13.2	For the time the company will be working in Liberia
Community Programs, Youth Development/ Sports	Each year the company will pay US \$5.00 per hectare for land in the Concession Area into an account that will be managed and used for the benefit of communities within the Concession Area. Section 19.4	For the time the company will be working in Liberia
Access to Information	The government will provide information the company needs to operate. And the company also has right to receive from Government the licenses, permits and other authorizations it needs to put the communications system in place. The company has the right to operate, directly or through someone else, any communication systems that it thinks is necessary for internal communications including radio, telecommunications, electronic mail systems, satellite networks, cell systems, microwave devices and other communication devices and systems. Section 7.1	For the time the company will be working in Liberia
Roads, Railroads, Ports & Mail	All roads in and across the Concession Area (including Farm Roads) used from time to time by the population before the company's operation must remain open to free use by the public, as long as such roads will not pose any threat. Section 8.1	For the time the company will be working in Liberia

Environmental Controls		
Issues	Narratives	Time Line
Pollution Measures	The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc.	For the time the company will be working in Liberia
Wetlands Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wildlife	The company will follow all public health and safety laws and environmental management and protection laws. The company will make sure that its operations will not cause unnecessary risks to public health or damage to the environment. Section 17.4	

ix. MARGIBI



a. Firestone Liberia

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Firestone Liberia	
Contract Type	Agriculture	
Contract Start Date	March 2008	
Contract End Date	2041	
Contract Duration/ Period	33 years	
Investment Size	No Reference	
Location/Affected Area	Lower Margibi County (what about Grand Bassa, as written below?)	
Review Period		
Brief Introductory Statement	The Firestone Liberia Rubber Plantation Company is a concession agreement entered into between the Government of Liberia and the company to plant, process, and collect rubber from local growers and sell all of such product for a 33-year period. The company has 118,990 acres of land to operate and is located in Margibi and Grand Bassa counties.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/ Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider businesses that are owned by Liberians and registered and operating in Liberia. At the same time, the goods or services the Liberian company is selling must be the same price, quality and amount the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this. Section 12	When the company starts operation, but usually 180 days after the company starts operation

Development Plan	<p>The company is supposed to give to the government a 5-year development plan that will start. Section 22.2</p> <p>Even though the government can review all of the development plans of the company, the government does not have to approve the plan before the company can start working. Section 22.2</p>	90 days after the agreement is signed and the company is working, before June 1 st of each year
Rights and Other Production Rights	<p>The company has the right to plant rubber at any time during the time of the contract. Section 4.1</p> <p>The government agrees to lease more land of the company. Section 4.2</p> <p>The government agrees that the company has the right to use its own money to build, install and or maintain factories and other properties in the concession area.</p> <p>All roads and highways that the company builds can be used by the people.</p> <p>The company can also plant, cut and use timber that it feels is necessary to build or repair/maintain its properties.</p> <p>The company has the right to use, but not sell, any water, stone, rocks, sand, clay and gravel to build its factories and properties. Section 4.3 (a-b)</p>	For the time the company is operating
	<p>If the government discovers diamonds, gold or other valuable resources in the concession area, the government will pay Firestone for the area. Government and any person who wants to look for natural resources in the area will be fully responsible for their own insurance and expenses. Firestone has nothing to do with whatever happens to them, except where Firestone takes direct action that will cause problems. Section 4.5 (a-d)</p>	For the time the company is working
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do all of these small jobs. The government and the company agree that the company will only bring in foreign workers if cannot find a Liberians to hire for the job.</p>	5 and 10 years after effective date respectively
	<p>According to the agreement, 30% of senior management positions will be given to Liberians</p>	Within the first 5 years
	<p>According to the agreement, another 50% of senior management position will be given to Liberians. Section 11.1</p>	Within 10 years of operation

Buying Local Goods & Services	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this. <i>Section 12.</i>	For the time the company is working
Royalty/Surface Rental/Signature Fees	Surface rental is money the company pays for using anything on top of the land. This money is equal to \$2.00 per acre for developed land (surface rental). Firestone will also pay the GoL a total of US \$237,980 per year for all government land in the production area. <i>Section 19.1-2</i>	All fees are supposed to be paid each year in advance on or before January 15
Annual Social Contribution (Social Development Fund)	The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life, even after the company has gone. The company is supposed to do research on how to provide electricity and review with government the findings of the study. This does not mean that the company is forced to pay more than what it would have spent on its regular business activities. <i>Section 14</i>	For the time the company is working
	The company is supposed to set up a committee that will coordinate how to handle medical, health safety, environmental, educational, labor, personnel, and any other matters related to the activities of the company. <i>Section 16</i>	The committee shall meet no more than 4 times per year
Minimum Wage Arrangement	The Ministry of Labor is sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees. <i>Section 11.3</i>	For the time the company is working
Liberian Equity Participation	No Reference	
Sale of Interest/Concession Rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first. If the company just wants to give the business to people who are already part of the ownership, then the company does not need to tell the government. <i>Section 23</i>	For the time the company is working

	<p>On the other hand, Firestone is owned by another big company in United States of America. People who want to invest in Firestone can do so by investing in the company that owns Firestone.</p>	
Depreciation Method	<p>Not Referenced</p> <p>Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.</p>	
Farm Development Fund and Science Research Fund	<p>The Outgrower Program is a program where the company will help small farmers by giving cash or rubber stumps to the rubber development fund that the Government has established. The fund will support development of the small farmers in the rubber sector in Liberia through extension programs and other services. Section 14.2</p>	Paid every year
Land Acquisition and Land Outside Concession Area	<p>The company is supposed to use land in the concession area after signing the agreement, but it can also use other land belonging to government without paying more money. If the company finds land somewhere else that it needs, the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called “<i>eminent domain</i>” to help the company, but it will make sure that the company pays the people a fair market price for the place. Section 4.2</p>	For the time the company is working

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	<p>The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life. In doing their business the company can sometimes cause problems it did not mean to cause. For example people get displaced and dust or noise can spoil the peace in the community. To avoid this, the company is supposed to act like the government to hold meetings in the production areas to know the people's view. The company will do the same with government or their representative. The company is supposed to give the government a plan on how it will do this. Section 14.</p>	When the company starts working and for the time the company is working in Liberia
Resettlement Plan	No Reference, but mentioned in Social Action Plan.	For the time the company is working

Employee Housing	Firestone has already been in the country for a long time and has built big towns and cities. The company is supposed to provide 1 house for each employee. The company is supposed to build 2,300 new modern houses and repair all damaged and older units. Section 10.3	Completed between January 1, 2006 and December 1, 2010 Rehabilitation to be completed by the end of 2015 and 2017
Utilities & Amenities/Telephone	The company will build all factories, buy equipment, and provide lights for its operation, if these things are not already there. The company also has the right to use government public facilities, such as halls, roads, rail and other means of transportation at a fair cost. Section 5.3	For the time the company is working
Health, Welfare, Insurance and Sanitation	The company agrees to practice public health and safety measures at all times and will conduct regular safety training for its employees in accordance with modern rubber farm and processing practices and law. The government has given the company the right to establish, manage, and maintain a Plant Protection Department to maintain law and order in the concession area. The department has the right to arrest and detain any person violating laws of the company provided that as soon as possible (and within 24 hours), that person is given to the Liberia National Police. Section 8.2	For the time the company is working
Health, Welfare, Insurance and Sanitation	The company is supposed to build wells and provide other sources of clean drinking water for households in the concession area. Section 8.3	For the time the company is working
	The company is supposed to continue building public toilets in communities; the houses are supposed to have inside bathrooms with toilets. Section 8.4	For the time the company is working
Medicare (?)	Company workers and government officials working in connection with the company, along with their wives and dependents, are entitled to free medical treatment, provided at best medical standards in a good sanitary environment. The company is to comply with health and safety rules, regulations and laws of the GoL or do better than what the government wants. Those who do not work for the company can also go to the hospital, but will have to pay something small. Section 9.	For the time the company is working
Training of Health Care Workers	At the end of the rehabilitation period the company will evaluate the possibility of re-establishing its own training program for health care workers. Section 9	For the time the company is working

Education Program/ Funds: Elementary, Junior and Senior High	The company will work with the Ministry of Education to build schools for the children to attend for free. Those to benefit are children of all employees and government official employee who are assigned in the area. Section 10.1	For the time the company is working
Education Program/ Funds: Adult Literacy	The company shall contribute US \$35,000 to fund an adult literacy program. Section 10.1	Every year
Education Program/ Funds: Harbel Multilateral High School	The company must provide financial assistance to the Harbel Multilateral High School in the amounts of US \$75,000, US \$55,000 and US \$35,000U to make improvements in facilities, buy books, equipment and supplies, and, provide vocational training. The company will not be responsible paying teachers, buying chalks, and other administrative work. The company will allow government officials assigned to and working in the developed area to receive free education at the company schools. Section 10.2 & 3	In the first, second and third year of operation
Training/Knowledge Transfer	The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do all of these small jobs. It is to train Liberians in all areas - the technical and management. Section 11.1 & 2	Every year
	The company has agreed that it will provide US \$115,000.00 for scholarships for Liberian citizens. Section 11.2	Every year
	In addition the company is supposed to provide US \$500,000 to support the University of Liberia's College of Agriculture & Forestry. Section 11.2	Every year
Community Programs, Youth Development/ Sports	The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life. The company is supposed to give its plan to the government on how it will achieve this goal. Section 14.1	Every year
Community Programs, Youth Development/ Sports: Support to Farmers	To help the community become economically strong, Firestone has agreed to support the farmers by giving advice advise and supplies for free and 700,000 rubber stumps (if the money is available). The company will also train people to provide regular support to rubber farmers and work with the Ministry of Agriculture to help with extension support. Section 14.2	Every year and if the rubber stumps and money are available
Access to Information	The government will provide information the company needs to operate. The company will keep originals of all records (except correspondence) received or compiled by the company in connection with its operation in its offices in Liberia. Section 21	At all times

Roads, Railroads, Ports & Mail	The company agrees to allow roads other than farm roads in the concession area to be used by other people for free, as long as this does not cause problems for the company. The company has the right to place security gates and other checkpoints on roads in the production area. The government has the right to construct roads, highways, railroads, telegraph and telephone lines and any other communication lines within the concession area as long as it does not interfere with the company's operations. The company can use any government airport, harbor, port or similar facility for the same price everybody else pays. Section 6.1-6.5	
Environmental Controls		
Issues	Narratives	Time Line
Pollution Measures	The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. The company will follow all public health and safety laws and the environmental management and protection laws. The company will do all it can to make sure that its operations do not pose unreasonable risks to public health or damage to the environment. If the government or the company identify an unreasonable risk to public health, the company will develop an additional Environmental Management Plan to address the situation. Section 15	Annually update through the Development Plan
Wetlands Management		The supplemental EMP shall be produced within 6 months of identification of the problem
Waterfront Control Measures		Within 12 months after the effective date, the company shall develop and submit to government an environmental assessment report and environment management plan
Parks and Forest Reservations		
Protection of Wildlife		

b. ExxonMobil Exploration and Production Liberia Limited

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	ExxonMobil Exploration and Production Liberia Limited	
Operator/Owner	ExxonMobil Liberia Limited	
Contract Type	Production Sharing Contract (PSC) & Addenda	
Contract Start Date	2006 and Ratified 2013	
Contract End Date	2038	
Contract Duration/ Period	25 Years (Divided in Stages)	
Investment Size	Not Specific, Depends on Exploration (looking for oil) Phases	
Location/Affected Area	Block: 13 (off the coast of Margibi & Grand Bassa counties)	
Review Period	As Per Time and Stages	
Brief Introductory Statement	This oil block is owned by ExxonMobil (80%) and COPL (20%). It was first owned by Pepper Coast Petroleum PLC and transferred to COPL (100%), and finally transferred to ExxonMobil (80%) by COPL.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	<p>In order to help get Liberian businesses get ready to take part in the oil business, the company must give NOCAL a project linkage plan for its exploration, development and production phases that:</p> <ol style="list-style-type: none">i. Identifies would be local suppliers, contractors and services providers.ii. Points out key ways to grow Liberian services for the oil and gas sector.iii. Shows how the company will buy goods and services from Liberian companies (a purchase plan); how it will create bidding preference for local suppliers, contractors, and service providers.iv. Explains how it will monitor the plan and make reports on how things are going. <p>Article 29.10 & 11(a-d)</p>	180 days after signing and to the end of the contract

	Every year the company will give NOCAL a report on how it is doing. That report must include the number of Liberian companies it gave contracts to, the Liberian people it employed, their positions, their pay, the training it gives and any other activities it did during the year. <i>Article 29.13</i>	February of every year, from the start to the end of the contract
Local Employment	<p>The company must give jobs to qualified Liberians. If the company cannot find a qualified Liberian for a job, then the company can bring a foreigner to do the job. All the working conditions must be in line with the Labor Laws of Liberia</p> <p>The company is supposed to only hire Liberian workers to do small jobs that people do not have to go to school to learn. <i>Article 29.1(a&c)</i></p> <p>All the company workers from outside Liberia must get the papers they need from the government to enter, stay and work in Liberia. <i>Article 29.7</i></p>	From the start to the end of their work in Liberia
Buying Local Goods & Services	If the company wants to buy goods or services, they must first consider buying from businesses that are owned by Liberians. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. <i>Article 29.9</i>	For the time the company will be working in Liberia
Import and Export	<p>The company has the right to bring to Liberia all the goods, material, machines and other things it needs to do its work. It can also bring everything (like cloths, furniture, dishes) its foreign workers and their families need to live in Liberia. They can later send those things back to their country or sell them in Liberia if they want to.</p> <p>Workers from other countries cannot bring things into Liberia that they can easily get here in the same condition, quality, amount, and price; they can only bring those things that are really special and are not in Liberia. <i>Article 26.1(a&c)</i></p>	From the start to the end of their work in Liberia
Royalty/Surface Rental / Signature Fees/Bonuses	<p>The oil company will pay NOCAL these amounts (free of charge):</p> <ul style="list-style-type: none"> a. US \$21,250,000 at the time set and agreed to b. US \$2,000,000 when it can fill 30,000 barrels per day for 30 days straight c. US \$3,000,000 when it can fill 50,000 barrels per day for 30 days straight d. US \$5,000,000 it can fill 100,000 barrels per day for 30 days straight 	30 days after it produces number of barrels of oil within the time agreed to

	These monies will be paid 30 days from the first 30 days every year. <i>Article 19.1(a-d)</i>	
Annual Social Contribution (Social Development Fund)	Once the company starts work, it is supposed to give the government money for welfare of the Liberian people. For this reason, the company will give US \$150,000 every year while it is looking for oil and US \$500,000 every year when it finds and starts taking oil. This money will be put in a ‘set-aside’ (escrow) bank account and it will be used for education programs, or things the government and the people may want. <i>Article 29.4 & 5</i>	30 days after the contract is signed
Work Conditions (Wages, Salaries, and Hours of Work, etc.)	Every company operating in Liberia must follow all the Labor laws of the country. <i>Article 29.1(c)</i> . As long as the company follows the labor laws of Liberia, all matters concerning pay (salary), working hours and other conditions are to be decided by the company for its Liberian and foreign workers. <i>Article 29.8</i>	Throughout their work in Liberia
Liberian Equity Participation	The government, through NOCAL, will set aside 5% of the amount of the contract for Liberians to take part in the oil business through Citizen Carried Participation. However, no Liberian will be allowed to give their shares to any foreign person. NOCAL will be in charge of this program and will make sure that it works properly. <i>Article 19.6</i>	From the time the contract is signed to the end
Oil Research and Development, and Rural Energy Fund	In order to find out more about oil and gas, the company will give US \$500,000 to NOCAL after signing the agreement to be set aside for research (for petroleum resources). This amount will not be paid back to the company when production starts. <i>Article 19.3</i> Also, to put electricity (lights) to the rural parts of Liberia, the company will pay US \$100,000 each year while it is looking for the oil. <i>Article 19.4(a)</i>	After the contract is signed Every year after signing the contract
Land Acquisition and Land Use	If oil and gas is found on private land, the company must work with the landowner to come to an agreement. If the company and the landowner cannot agree, the company will tell the government to talk with the owner on its behalf. The company must tell NOCAL how much money it paid and the reason for the payment. All information like this will be open for anyone to see. <i>Article 9.2 (a & b)</i> If the company spoils somebody’s farms, water or other things (not in contract areas) the person can hold the company responsible for the damage. <i>Article 9.3</i>	When they start working on land

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Resettlement Action Plan	<p>The company is supposed to take care of the people who were already living in the areas before it started its work. For this reason, it must give the government 2 plans (ESIA and ESMP) that explain how it will take care of the people living in and around its work areas. <i>Article 6.10(a)</i></p> <p>The company will give the government a Resettlement Action Plan (RAP). This plan will explain what the company will do in case its work causes harm to the near-by towns, villages and their farms land. In the RAP, the company is responsible to build new houses, towns or villages for people who may have to move because of the problem caused by the company's work. The RAP also explains what the company will give the people to start life again. <i>Article 6.10(d)</i></p>	
Access to Utilities & Amenities, & Infrastructure (Roads, Railroads, Ports, etc.) and Responsibilities	<p>The company can build or use roads, railroads, and ports, and places to make their work easy. They can also supply water and light.</p> <p>If what the government has is not enough for the company to use, it must give money to help government add on to what is already there; the government will pay back when they find oil. <i>Article 10.1</i></p> <p>The company will decide how it will take the oil out of Liberia. If it builds the pipes that carry the oil across a public road (a road people use), then the company must make sure the pipes will not cause any problems that will stop people from using the road. <i>Article 15.3</i></p>	From the start to the end of their work in Liberia
Health, Safety, Sanitation and Insurance.	<p>The company must follow all the health and safety laws; it will give the government a Safety, Health and Environment (SHE) plan. This plan will explain how it will make sure that nothing goes wrong.</p> <p>The government will be checking on the company to make sure that it is following the plan and everything is fine. <i>Article 6.4-6</i></p>	The entire time the of contract
Training & Education Programs	<p>Before the company starts work, it must give the government money to train Liberian people. It must give US \$100,000 every year while looking for the oil and US \$750,000 every year when it finds and starts taking the oil. This money will be put in a special account, and an agreement will be made to decide how and when the money will be used.</p> <p>The company will also give the University of Liberia (UL) US \$150,000 directly to support training in mining, geology and environmental science. <i>Article 29.3(a&b)</i></p>	From the start of the of contract to the end

	<p>The UL is supposed to give a report on how it used the money. If the UL does not make the report for 2 years straight, the company will stop giving the money to the UL and give it to a different training.</p> <p>The government (NOCAL) and the company will decide how to choose people for training. If, for example, there will be 10 persons for training, the government will give 7 persons (70%) and the company will give 3 persons (30%). Article 29.5</p>	
Community Programs, Youth Development	No Reference. Same as Social Contribution. Article 29.4&5	
Reporting, Inspection and Access to Information	<p>The company will give the NOCAL information in a special way and time as they all agreed. Any paper about the company's work is a secret (confidential) and must not be given to other people, except for those for public use. The government and the company must agree which key information it can give to the public.</p> <p>The company can also give information to its advisors, its bankers and some government officials who will need it for their work. Article 8.1-9</p>	From the start of their work to the end

Environmental Controls

Issues	Narratives	Time Line
Environmental Pollution and Contamination Measures	Before starting work, the company must give plans (EISA, EIA EIS, ESMP and Abandonment Plans) that explain in details how it will take care of the environment before and after its work.	Before they start and for the entire time they will be working in Liberia
Water and Wetlands Management	In these plans, it must also explain how it will fix the place to look the same way it was before the company started work. These plans must be discussed with key people in the villages, towns and cities so that they all have an agreement. After that, the company must show how it will help the people as well.	
Decommission and Abandonment Plan	To ensure that people who live in and around the company work areas are safe and that the water in the areas are well taken care of, the company must not waste oil and chemicals into water or the ground. If by mistake the water gets spoiled, it must do everything possible to fix it without delay in line with local and international laws. Article 6.9(a-e)	
Forest and Wildlife	No Reference	

x. MARYLAND COUNTY



a. Maryland Oil Palm Plantation

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Maryland Oil Palm Plantation	
Contract Type	Agriculture Concession	
Contract Start Date	August 2011	
Contract End Date	2036	
Contract Duration/ Period	25 years + and an automatic extension of 10 years. Investor has satisfied its obligations with respect to financing the outgrower program. (Section 3.1 & 3.2)	
Investment Size	<p>US \$64 M</p> <ul style="list-style-type: none"> - US \$48 M Nucleus Plantation: US \$18 M initial investment within the first 5 years; US \$15 M over the second period of 5 years; US \$15M during the term in furtherance of investor activities - US \$16 M to establish over 6,400 hectares of land for out-growers program (section 9.3) 	
Location/Affected Area	Maryland County	
Review Period	5 years	
Brief Introductory Statement	The Maryland Oil Palm Plantation is a 25-year concession agreement that was renegotiated out of the former Decoris Oil Plantation for the rehabilitation and development of an oil palm plantation and oil processing plant (20,000 acres/8,800 hectares) in Gedetabo, Maryland County	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider	For the time the company is operating

	<p>Liberian owned businesses. At the same time, the goods or services the Liberian company is selling must be the same price, quality and amount the company will get from a company outside of Liberia.</p> <p>Section 10.1</p> <p>After ten years of operation or before the expansion, the company is supposed to build a local manufacturing plant for production. <i>Same as Buying Local Goods and Services Section 9.1</i></p>	
Development Plan	Not Referenced	
Rights and Other Production Rights	<p>Once the government gives the company the right to use the land in the concession area, no one is supposed to cause problems for the company.</p> <p>The company can allow farmers to plant their farms within the concession area. The company can also import all machinery and equipment, vehicles, chemicals and other items it will need to operate. <i>Sections 4.1& 4.7</i></p>	For the time the company is operating
	<p>The Company has the right under the law to do the following:</p> <ul style="list-style-type: none"> i. Engage in production in the concession area and in any additional areas negotiated between company and private entity ii. Use and sell rubber and oil palm products in Liberia iii. Export rubber and oil palm products iv. Use and sell carbon rights relating to the concession area <p>Section 4.1</p> <p>The company is not supposed to use secret bush, traditional reserves, or traditional sacred grounds without proper approval. If that kind of land is in the concession area during the survey, the government is supposed to talk to the people and try to find them a new piece of land that must be the same size and conditions.</p> <p>Section 4.1 (c)</p>	For the time the company is operating
Local Employment	<p>The company must give first preference to Liberians for jobs at all levels in the company. The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn.</p> <p>The company is supposed to employ Liberians like this:</p> <ul style="list-style-type: none"> • 50% of the big manager jobs are supposed to be given to Liberians • 75% of the big manager jobs are supposed to be given to 	<p>5 and 10 years after effective dates, respectively</p> <p>Within the first 5 years</p> <p>Within 10 years</p>

	Liberians	of operation
	The company can only do this based on the availability of qualified Liberians. If the company cannot find qualified Liberians then it can go outside and employ foreigners until Liberians are trained to do the particular job. Section 13.1	For the time the company is working
	<p>The company is to provide scholarships to qualified Liberian employees so that they can get correct training to do the company's work. Section 13.2</p> <p>The company is to provide money for Vocation Training like this:</p> <ul style="list-style-type: none"> • US \$20,000 for Liberians in the concession area in the • US \$40,000 per year as scholarship for Liberians to attend William VS Tubman University and other institutions of higher learning 	For the time the company is working
Buying Local Goods & Services	<p>If the company wants to give a contract or buy goods or services, they must first consider Liberian owned businesses that are registered and operating in Liberia. A Liberian business is one where a Liberian gets 60% or more of the profit from the business or contract. At the same time, the goods or services the Liberian company is offering must be almost the same price and quality; they must have almost the same and amount and offer almost the same payment plan the company will get from a company outside of Liberia. Section 14</p> <p>The company should buy rubber, rubber products and oil palm products from Liberian rubber farmers, outgrowers, Liberian oil palm farmers and others in Liberia. The minimum purchase price of the rubber and oil palm products from Liberian farmers should be equal to the export sale price for the same grade of product. Section 9.10</p>	For the time the company is working in Liberia
	The company is supposed to give reports to the Ministry of Finance and Development Planning and the Ministry of Agriculture to explain how they calculate prices. This report will include the number of farmers and outgrowers it bought from, the amount of products purchased, the amount of taxes and duties withheld under the law and any other relevant information. Section 9.10 (b)	On a monthly basis, the month after the transaction
Royalty/Surface Rental / Signature Fees	Surface rental is money the company pays for using anything on top of the land. The company will pay US \$5.00 per hectare for developed land in the concession area. The company is taxed US \$1.00 per acre for undeveloped land and US \$2.00 per acre of developed land. Based on the tax laws of the country, this tax amount can change over time. Section 19.11	Every year

Annual Social Contribution (Social Development Fund)	Company will contribute US\$ 5.00 per hectare to a community development fund managed by a committee consisting of representatives from the government, the community and the company. Section 19.2	Every year
Minimum Wage Arrangement	The Ministry of Labor sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to. Section 13.3	For the time the company is operating
Liberian Equity Participation	No Reference	
Sale of Interest/ Concession Rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first. If the company just wants to give the business to people who are already part of the ownership, then the company does not need to tell the government. Section 22	For the time the company is operating
Depreciation Method	No Reference Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	For the time the company is operating
Farm/Mineral Development Fund and Science Research Fund	The company is supposed to create two development funds, 1) rubber development fund, and 2) oil palm development fund. The funds will be managed by a committee made up of community members. The company is supposed to contribute 1% of the money it makes each year from selling oil palm and rubber products to the fund. Section 19.22, 19.23	This money supposed to be remitted yearly
Land Acquisition and Land Outside Concession Area	The company can acquire additional land outside concession area to do its business. The company is supposed to give the government three months' notice at the beginning of the new lease; it will not pay more money to the government for the new space. Section 4.2	For the time the company is working in Liberia

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	The company and government believe that the social development for the local communities is important. The company is supposed to offer programs to the communities that were already there and new communities created because of the company and work with them	For the time the company is working in Liberia

	<p>in a way that will empower them and improve their economic and social life. Section 16.1</p>	
Resettlement Plan	<p>The company is allowed to request relocation of certain communities in the concession area if the company can prove beyond all reasonable doubts that the community will be in the way of company's development of the concession area and would interfere with the company's activities. The company supposed to pay a maximum of US \$200 per hectare for the land the people will move from. Section 4.3</p>	For the time the company is working in Liberia
Employee Housing	<p>The company supposed to provide housing facilities for its employees and families within the developed. The construction must meet the minimum housing standards set by the government of Liberia.</p> <p>The company supposed to provide housing for employees outside the concession; if needed, it can give housing allowance. Section 10.5</p>	For the time the company is working in Liberia
Utilities & Amenities/ Telephone	<p>The company is allowed to provide water and electricity to its employees. If there is extra, the company can sell to government (and others) at the regular price. The company can also choose to use utilities available, but then it will pay the same price as everyone else in Liberia. Section 7.2</p>	For the time the company is working in Liberia
Health, Welfare, Insurance and Sanitation	<p>The company is supposed to build clinics and hospitals in the concession area to provide health care services to employees, their dependents and government officials assigned in the concession area. The company is also supposed to provide reasonable access to health facilities for community dwellers around concession area.</p> <p>The company is supposed to build equipped bathrooms in homes and the work areas, if possible. Section 10.1 and 11</p> <p>The company is supposed to make sure that housing camps are supplied on a regular basis with clean and safe drinking water. Section 10.4</p>	For the time the company is working in Liberia
Education Program/Funds	<p>The company is supposed to build one elementary school for every three kilometers and one secondary school at one main location in the developed area. Also company is supposed to provide a nursery school. All of these should be free of charge for employee dependents. The company supposed to provide access to surrounding community dwellers for a reasonable price.</p> <p>Government officials assigned to and working in the developed area are also entitled to free education at the company schools. Section 12</p>	For the time the company is working in Liberia

	The company supposed to provide US \$40,000 per year for scholarships and financial support for students at the William V. S. Tubman University or similar institutes of higher learning.	
Training/Knowledge Transfer	<p>The company is supposed to provide its Liberian employees on the job training, vocational training and any other reasonable measure to make sure they become more qualified to do their jobs.</p> <p>The company supposed to invest no less than US \$20,000 in internal vocational training programs. The company is required to make reports on all of its training programs. Section 13.2</p>	For the time the company is working in Liberia
Community Programs, Youth Development/ Sports	Same as Social Impact program. Section 16. This includes support for qualified Liberian farmers and Outgrower Programs. The company is to help Liberian farmers grow oil palm and provide extension services. The government is to give additional 6,400 hectares of land for this service.	For the time the company is working in Liberia and 3 years after the government has given the area for the outgrower program
Access to Information	The company supposed to keep all original records (except correspondence) about its operations at its offices in Liberia. Section 21	At all times
Roads, Railroads, Ports & Mail	The company is allowed to use any airport, harbor, port or similar facility owned or operated by the government and pays the same as everybody else. Section 8.2	

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures	The company is required by law to prepare and deliver to the government, for approval by the EPA, an Environmental Management Plan and Environmental Impact Assessment Study Report; each must be prepared by a qualified independent environmental consultant. Section 17	At all times
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations	No Reference	
Protection of Wildlife	No Reference	

b. Cavalla Rubber Corporation

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Cavalla Rubber Corporation	
Contract Type	Agriculture Concession	
Contract Start Date	August 2011	
Contract End Date	2061	
Contract Duration/ Period	50 years	
Investment Size	78 Million United States dollars	
Location/Affected Area	Pleebo, Maryland County	
Review Period	5 years	
Brief Introductory Statement	Cavalla Rubber Corporation, an Ivorian/French company, has a 50-year agriculture concession agreement with the government of Liberia. The company which operates in Maryland County has developed 23,000 acres, out of the 30,000 acres it is expected to cover within the lifespan of the concession.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. At the same time, the goods or services the Liberian company is selling must be the same price and quality the company will get from a company outside of Liberia. The government and the people have the right to ask the company about this.	When the company starts operation, but usually 180 days after the company starts operation
Development Plan	<p>The company is supposed to give to the government a 5 year development plan that will state the operations of the company.</p> <p>Section 21.2</p> <p>Even though the government can review all of the development plans of the company, after the first plan is accepted in the first year, the government does not have to approve the plans that follow before the company can start work each year.</p>	<p>On or before June 1st of each year</p> <p>Throughout the agreement</p>

Rights and Other Production Rights	<p>The company has the right to plant rubber at all times during the contract period and it can also allow other farmers to farm within the concession area.</p> <p>The company is can import all machinery and equipment, vehicles, supplies, chemicals, and other items it needs to for its activities.</p> <p>Section 4.7</p>	Any time during the agreement
	<p>The company is not supposed to do things that will spoil roads, make it hard for people to work on their farms or get water. The company and the people are supposed to live together in peace. If the company causes any of these problems, the government is supposed to talk with the people to work things out. If the company enters a Secret Bush, the government will work with tribal people and offer them a different place to replace the sacred land. Section 4.1 (c)</p>	Throughout the agreement
Local Employment	<p>The company must give first preference to Liberians for jobs at all levels in the company. It can bring foreign workers for jobs that it cannot find Liberians to do. The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do these types small jobs.</p> <p>The company is supposed to employ qualified Liberians like this:</p> <ul style="list-style-type: none"> • 50% of senior management • 75% of management positions 	5 and 10 years after effective date, respectively
	<p>This level of employment should happen based on the availability of qualified Liberians. If the company is not able to meet this percentage, the company should show that it tried but was not able to find Liberians.</p>	Within the first 5 years Within 10 years of operation
Buying Local Goods & Services		
Royalty/Surface Rental/	Surface rental is money the company pays for using anything on top of the land. This money is equal to US \$1.00 per acre for	Every year

Signature Fees	undeveloped land and US \$2.00 per acre of developed land. Section 19.11	
Annual Social Contribution (Social Development Fund)	The company will contribute US \$5.00 per hectare to a community development fund managed by a committee with representatives from the government, the community and the company. Section 19.2	To be paid every year
Minimum Wage Arrangement	The Ministry of Labor sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees. The minimum wage provided by the company includes salary only and not the value of other benefits like medical, housing or school. Section 13.3	Throughout the agreement
Liberian Equity Participation	No Reference available in this contract	
Sale of Interest/ Concession Rights	If the owner(s) of the company wants to sell the company or a part of it to raise money, they must tell the government first. If the owner(s) just wants to give the business to people who are already part of the ownership, then the company does not need to tell the government. Section 21.1	Throughout the agreement
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	
Farm Development Fund and Science Research Fund	The company is supposed to organize 2 development funds, 1) Rubber Development Fund, and 2) Oil Palm Development Fund that will be managed by a committee made up of community members. The company is supposed to contribute 1% of the money it makes every year from selling oil palm and rubber products to the fund. Section 19.22, 19.23	To be paid every year
Land Acquisition and Land Outside Concession Area	The company is supposed to use land in the concession area after signing the agreement. If the company wants to use land that belongs to private people, the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called " <i>eminent domain</i> " to help the company, but it will make sure that the company pays the people a fair market price for the place. Section 4.2	

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Action Plan	<p><i>Same as Community Development Contribution.</i></p> <p>In doing their business the company can sometimes cause problems it did not mean to cause. For example people get displaced and dust or noise can spoil the peace in the community. To avoid problems like this, the company is supposed to act like the government and hold meetings with the people living in the production areas to know their views. The company should also meet with government officials. The company must work with government and the people to develop plans/programs that are good for the community.</p>	Throughout the agreement
Resettlement Plan	The company can ask to move certain communities within the concession if it can prove beyond all reasonable doubts that the community will cause problem for the company's operations. The Company is supposed to pay a maximum of US \$200 dollars per hectare for land that requires resettlement. Section 4.3	Throughout the agreement
Employee Housing	The company is to provide housing for its employees and families within the developed area. The houses are supposed to be built according to standards set by the government of Liberia. Section 10.5	Throughout the agreement
Utilities & Amenities/ Telephone	The company will provide water and electricity to its employees and if it has extra, the company can agree to sell such utilities to government or others. The company can also choose to use public utilities, like water and sewer, electricity or telephone, but it will pay same price like everybody else. Section 7.2	Throughout the agreement
Health, Welfare, Insurance and Sanitation	<p>The Company is supposed to build clinics and hospitals in the concession for its employees, their dependents and government officials assigned in the concession area. The company should also provide reasonable hospital facilities for community dwellers around the concession area.</p> <p>The company should also build good bathrooms in the houses and work areas, where possible. The company is to also take any sanitary or safety measures according to its expansion program and population of the developed area in agreement with the Environment Management Plan and Environmental Impact Assessment Study report the company must give to the government. Section 10.1 & 11</p>	When the company starts to employ workers

	The company is to make sure that employee housing areas are supplied on a regular basis clean and safe drinking water. <i>Section 10.4</i>	
Education Program/Funds	The company is to make available one elementary school after every three kilometer and one secondary school at one main location within the developed area. The company should also provide a day nursery for children who are less than 5 years old; all free to dependents of company employees. Children from other communities in the area can go to the school for reasonable price.	When the company starts to employ workers and build communities
	Children and dependents of government officials assigned to and working in the developed area will also go the company schools for free. <i>Section 12</i>	When the company starts to employ workers
	The Company will provide US \$20,000 for scholarships and financial support for students at the William V.S. Tubman University or similar institutes of higher learning.	Every year
Training/Knowledge Transfer	The company is supposed to provide its Liberian employees on the job training, vocational training and any other reasonable measure to make sure they become more qualified to do their jobs. The company supposed to invest no less than US \$20,000 in internal vocational training programs. The company is required to make reports on all of its training programs. <i>Section 13.2</i>	Every year
Community Programs, Youth Development/ Sports	<i>Same as Social Impact Program.</i> The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life. In doing their business the company can sometimes cause problems it did not mean to cause. For example people get displaced and dust or noise can spoil the peace in the community. To avoid this, the company is supposed to act like the government to hold meetings in the production areas to know the people's view. The company will do the same with government or their representative. The Company will contribute US \$5.00 per hectare to a community development fund managed by a committee of 10 persons, with representatives from the government, the community and the company. <i>Section 19.21</i>	Every year
Access to Information	The government will provide information the company needs to operate. The company will keep originals of all documents related to its operations in its offices in Liberia. <i>Section 21</i>	At all times

Roads, Railroads, Ports & Mail	The company agrees to allow roads other than farm roads in the concession area to be used by other people for free, as long as this does not cause problems for the company. The company has the right to place security gates and other checkpoints on roads in the production area. The government has the right to construct roads, highways, railroads, telegraph and telephone lines and any other communication lines within the concession area as long as it does not interfere with the company's operations. The company can use any government airport, harbor, port or similar facility for the same price everybody else pays. <i>Section 8.2</i>	
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Environmental Controls

Issues	Narratives	Time Line
Pollution Measures		When the company starts operation and every year
Wetland Management		
Waterfront Control Measures	<p>The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc.</p> <p>If the government or the company find an unreasonable risk to public health, the company will develop a new Environmental Management Plan to address the situation. <i>Section 17</i></p>	

xi. MONTSERRADO COUNTY



a. Amlib United Mineral Incorporated

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Amlib United Mineral Incorporated	
Contract Type	Mineral Development Agreement (MDA)	
Contract Start Date	March 14, 2002	
Contract End Date	March 13, 2026	
Contract Duration/ Period	25 years	
Investment Size	US \$150 M	
Location/Affected Area	49,420 acres of land in Montserrado and Rivercess counties	
Review Period	No Referenced	
Brief Introductory Statement	AmLib Liberia has an agreement with the Government of Liberia to mine gold in Montserrado and Rivercess counties.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	When giving contracts or buying goods and services, the company must first consider businesses that are owned by Liberians At the same time, the goods or services the Liberian company is selling must be the same price and quality that the company will get from a company outside of Liberia. Section 14.	From the start to the end of this agreement.
Development Plan	The company is supposed to mine according to the plan given to Government for approval. Section 5.1.	90 days after the contract is signed
	The company must make sure that the program is revised every year. Section 5.1.	60 days after every year

Rights and Other Production Rights	<p>The company has the right to mine gold in the production areas of 49,420 acres in Montserrado and Rivercess counties. The company will be given the first license for 3 years. If the company does not find gold during this time, the license can be extended for 1-2 years; but the company must make request to government for extinction.</p> <p>Section 4.1.</p> <p>The company can also ask for additional area of land, but it will have to pay \$1.40 per acre for the new area. Section 4.10.</p>	180 days after the contract is signed Once requested and approved.
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do all of these small jobs.</p> <p>Section 13.1.</p>	For the time the company will be working in Liberia
	<p>The company should employ Liberians at all levels, in addition to the qualified foreigners who come to help the company operate. The company must also train all Liberians to make them qualified to do all of the company's work in the future. Section 13.1</p>	For the time the company will be working in Liberia
	<p>The Government, through the Ministry of Lands, Mines and Energy, is supposed to send 2 qualified Liberians to the company to learn how the company operates, so one day when the company leaves Liberia, they can do the same work. The company will pay the 2 Liberians. Section 13.2.</p>	For the time the company will be operating in Liberia
	<p>The company must offer vocational training to their employees; it must offer scholarships to qualified Liberians to study abroad in different areas to prepare them to work in the mining business. It must also send some Liberian employees to work in its head office so they get on the job training from their colleagues abroad. Section 13.3</p>	
Buying Local Goods & Services	Same as Business Linkages	Throughout the agreement
Fiscal/Royalty/Surface Rental / Signature Fees	<p>AmLib is to pay royalty of 3% on the gold that it sells. It is also supposed to pay up to 5% royalty on all other minerals it finds.</p> <p>Section 21.1.</p>	45 days after the mineral is sold
	<p>The company is supposed to pay US \$50,000.00 for surface rental on the day the agreement is signed; US \$0.12 per acre for land in the exploration area; and US \$ 1.00 per acre for land in the production area. Section 22.1.</p>	On the day the contract is signed and every year
Annual Social Contribution – Health Care/Safety	<p>The company is supposed to help with hospitals, schools and other things that are needed in the area.</p> <p>The company workers and government officials working in connection with the company work, along with their families are entitled to free and good health care, in a clean environment. The</p>	For the time the company is operating

	company must obey health and safety rules, regulations and laws of the government. The company should make sure that every 100 persons employed in an area have one clinic or a hospital that should be headed by a nurse or a medical doctor. Section 12.1.	
Annual Social Contribution: Employee Safety	The company is supposed to keep the work environment safe and use mining safety standards. It is supposed to report to the Government if people get hurt (injure) on the job or in the area. Section 11.1.	
Annual Social Contribution: Education	The company is to provide free primary and secondary education for the children of workers and government officials working in connection with the company's work in the production area. The company can either pay the school fees or build schools as it sees fit. Section 12.2	As soon as the company starts production
Annual Social Contribution: Employee Housing	The company is to provide housing for its employees in the production area. Section 12.3.	As soon as the company starts production
Minimum Wage	Not Referenced But the company is to employ unskilled and qualified Liberians who must be paid according to the labor laws of Liberia. Section 13.2.	As soon as the company starts production
Liberian Equity Participation: Liberian People/Organizations	Liberians who want to invest in the company are entitled to buy up to 10% of the company when it starts operation. Section 32.2	180 days after the company has finished checking mineral
Sale of Interest/ Concession rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first. Section 26.	During the time of operation
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	During the time of operation
Mineral Development Fund Research Fund	Not Referenced. All directed to education and training of Liberians.	
Land Acquisition and Land Outside Concession Area	The company has the right to use land belonging to government without paying more money. In the case of private land, the company must negotiate with the owners of the land before starting any operation. If the private owner says no, the government can	During the time of operation

	come in to do what is in the interest of the land owner and the company. Section 10.1 & 2	
Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Action Plan	Liberians benefit when the government signs concession agreements because they provide opportunities for economic and social improvements. To do this, the company is to work with government and the people for develop programs that are in the interest of the community in the contract areas. Section 15.	During the time of operation
Resettlement Plan	If, while doing its business, the company needs to move homes, towns or villages, it must negotiate with the people. If it is a farm, the company is supposed to pay for the land. If it is a town or village, the company must build new towns and houses for the people. In case the land owners say no, the Government can come in to make sure that the people are satisfied. Section 10.1&2.	During the time of operation
Utilities & Amenities	It is the company's responsibility to provide water, telephone lines, lights etc. for its operations, if they are not available. Section 104 The company also has the right to use any of these if provided by government in the area. Section 25.	During the time of operation
Community Programs, Youth Development/ Sports	The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life. Section 15.	Throughout the company's work
Access to Information	The government will provide information the company needs to operate. The government will give to all company employees any information that they entitled to see. The company is supposed to keep all reports and records, including maps, geological, mining and mineral analysis, everything that it finds in the field, production records, financial and marketing reports, etc. and provide it when the community needs it. Section 18.1 & 2	Throughout the company's work
Roads, Railroads, Ports & Mail	The company has the right to use government roads, railroads and other means of transportation. Section 25. The company is supposed to build good roads, bridges, ports, and provide water, commination lines, etc. that are not available in it working area. Section 10.4.	During the time of operation

Environmental Controls		
Issues	Narratives	Time Line
Pollution Prevention or Management Measures	The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc. Section 16.1, 2 & 3	During the time of operation
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations	No Reference	During the time of operation
Protection of Wildlife	No Reference	During the time of operation

xii. NIMBA COUNTY



a. Mittal Steel Holding A. G/And Mittal Steel (Liberia)

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Mittal Steel Holding A. G/ And Mittal Steel (Liberia)	
Contract Type	Mineral Development Contract (MDA)	
Contract Start Date	December 38, 2006	
Contract End Date	August 10, 2010	
Contract Duration/ Period	August 2035	
Investment Size	US \$1.6 Billion	
Location/Affected Area	Nimba, Bong, Grand Bassa counties	
Review Period	Every 5 years	
Brief Introductory Statement	ArcelorMittal has a 25-year concession agreement for Mineral Development that started on August 17, 2005, was amended on December 28, 2006 and August 17, 2007, that was executed for the exploration, production and marketing of iron ore from the former LAMCO J.V. The concession is mainly located in Nimba County.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to hire people or give a contract, they must first consider employing Liberians and Liberian owned businesses. Article XIII.	For the time the company will stay in Liberia
Development Plan	All mining companies in Liberia are supposed to work according to standards set by the Ministry of Lands, Mines and Energy. The company is supposed to give its development plan to the government through this ministry. Article V, Section 1	45 days after the agreement is signed

Rights and other production rights	The company is to operate in the area that the government has given it with no problems from the community. Anyone who has problem with the company should go to the Ministry of Lands, Mines and Energy, to the court, or work with the company's management. The government will come to help the company if someone or group of people try to give them trouble. <i>Article IV, Section 1.</i>	For the time the company will be working in Liberia
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do all of these small jobs. The government wants the company to only hire foreigners if it cannot find qualified Liberians for the job.</p> <p>After 5 years, the company should have at least 25% Liberians in top management positions and 50% after 10 years. 365 days after signing this agreement, the company is supposed to appoint 3 Liberian managers. <i>Article XII.</i></p>	<p>Throughout this agreement.</p> <p>After 5&10 years, and 356 days after signing</p>
Buying Local Goods & Services	If the company wants to buy goods or services, they must first consider businesses that are owned by Liberians At the same time, the goods or services the Liberian company is selling must be price and quality the company get from somewhere else. The goods must also be available when needed. If not, the company can bring these things to Liberia. <i>Article XIII</i>	For the time the company will be operating in Liberia
Fiscal/Royalty/Surface Rental/Signature Fees	<p>Surface rental is money the company pays for using anything on top of the land. The company will pay surface rental fees like this:</p> <ul style="list-style-type: none"> • US \$200, 000, 00 	By January 15 every year and for the first 2 years
	<ul style="list-style-type: none"> • US \$ 300,000,00 for all land in the concession area 	By January 15 every year
	The company is to pay royalty of 4.5% of the selling price of each metric ton of iron ore mined	When the iron ore is shipped
Annual Social Contribution (Social Development Fund)	Same as Education and training	
Minimum Wage	Not Referenced	
Liberian Equity Participation	The government of Liberia is to buy 30% shares in the company. The government's contribution will be in kind and cash. <i>Article XVI, Section 2.</i>	For the time of this agreement.

Sale of Interest/Concession Rights	<p>Not clear, but the government has granted this agreement to ArcelorMittal only, and it cannot reassign this agreement without approval from the government. <i>Article IV, Section 1.</i></p>	For the time the company will be working
Depreciation Method	<p>Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.</p>	
Farm/Mineral Development Fund and Science Research Fund	<p>The company is to make payment for mineral development like this:</p> <p><i>Article XXV, Section 4</i></p> <ul style="list-style-type: none"> • US \$50,000 to the government for research • US \$100,000 to the Ministry of Lands, Mines and Energy for Scientific Research Fund 	
Land Acquisition and Land Outside Concession Area/ Resettlement	<p>If the company finds minerals under land that belongs to private people, towns or villages, the company must talk with the people and reach an agreement on how much the company will pay for their land. If the people refuse, and they do not have a good reason, the government will use a power called “<i>eminent domain</i>” to help the company, but it will make sure that the company pays the people a fair market price for the place.</p> <p><i>Article IV, Section 1 & 2.</i></p>	For the time the company will be working

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	<p>In doing their business the company can sometimes cause problems it did not mean to cause. For example, people get displaced and dust or noise can spoil the peace in the community. To avoid problems like this, the company is supposed to act like the government and hold meetings with the people to know their views. The meetings can be in Monrovia, Sanniquellie or Buchanan. The company is supposed to give the government a plan on how it will do this. <i>Article XIV</i></p>	Before the company start
Employee Housing	<p>The company will take over all of the houses that were built by the former LAMCO and renovate them to be used for employees. It will also build new houses if it needs more units.</p> <p><i>Article IX, Section 3a 2, 3 & b</i></p>	When the company starts operation

Employee Safety	The company is supposed to keep the work place safe by using advance equipment, teaching people how to stay safe and report all death and major injuries to the government. <i>Article X, Section 1&2</i>	Throughout its operation
Utilities & Amenities	The company has the right to buy and operate radio, TV, telecommunications, satellite communications and all other utilities that are necessary for its operations as long as they are in line with the telecommunications policies of Liberia. <i>Article X, Section 3.c1&2</i>	At all times during operation
Health, Welfare, Insurance and Sanitation	The company must build hospitals and clinics for every 1000 person it employs. All workers and government officials working in connection with the company, and their dependents are entitled to free health care at the best medical standards, in a sanitary environment. The company is to comply with health and safety rules, regulations and laws of the government or better. Those who are not working for the company can also go to the hospital but will have to pay something small. <i>Article X, Section 1&2</i>	At all times during operation.
Education Program/Funds	The company will work with the Ministry of Education and build schools for the children to attend for free. Those to benefit are children of all employees, government employees who are assigned in the area and children of all those working in the area. The company will also pay the school fees for children in the areas where the company does not have schools. <i>Article XI, Section 1a & b</i>	As soon as the company starts producing and selling iron ore
Training/Knowledge Transfer	<p>The company and government agree that Liberians are to learn how to run the company. To make this happen, the government, through the Ministry of Lands, Mines and Energy will send two qualified Liberians to the company for employment. These 2 professionals are to be paid by the company. <i>Article XII, Section 2a&b.</i></p> <p>The company will train Liberians so that they can be qualified in technical, managerial and administrative operations of the company. It will build vocational schools and providing scholarships. <i>Article X, Section 2a & b</i></p> <p>The company will give US \$50,000 to help with scholarships for advanced studies.</p> <p>The company will also give US \$50,000 per year to the Department of Mining & Geology at the University of Liberia and promote advanced studies in mining and geology both here and in other parts of the world.</p>	<p>As soon as the company starts working</p> <p>From time to time</p> <p>Yearly</p> <p>Yearly, for the time the company will be in Liberia</p>

Community Programs, Youth Development	The company is supposed to make sure that community programs are put in place to develop the community and young people in the area. <i>Article XIV</i>	Throughout this agreement
	To help the community, the company will give US \$3. US \$1.5 Million dollars of this \$3 Million dollars will be used to pay the salaries LIMINCO owe its old employees.	Yearly The 1 st year only
Access to Information	The government will give information the company needs to operate. The government will give to all company employees and the public information about the company that they are entitled to. <i>Article XIX, Section 1 & 2</i>	For the first year only.
Roads, Railroads, Ports & Mail	The company will take over all of the roads and railroads that were built by LAMCO and renovate them to be used for the company and its employees. It will also build new roads and railroad if need be. Other people can use the railroad and roads if the company is not using it, but they will have to pay some fees to the Government. <i>Article IX, Section 4.</i>	

Environmental Controls

Issues	Narratives	Time Line
Pollution Measures	The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc.	For the time the company is working in Liberia
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations		
Protection of Wildlife		

b. BHP Billiton (Liberia) Limited

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of company/concessionaire	BHP Billiton (Liberia) Ltd.	
Contract Type	Mineral Development Agreement (MDA)	
Contract Start Date	June 4, 2010	
Contract End Date	June 3, 2030	
Contract Duration/ Period	25 years	
Investment size	US \$1.5 B	
Location/Affected Area	Nimba and Rivercess counties	
Review Period	No Reference	
Brief Introductory Statement	Bhp Billiton is an Australian multinational iron ore mining company that is headquartered in Melbourne, Australia. Bhp Billiton iron ore interest includes four exploration areas in Goe Fantro, Kitoma, St. John River South, and Toto and the Kitoma area. It is a combined total of US \$3 B investment size at full operation, and is located in Nimba (54,363 acres) and Rivercess counties.	
Economic features		
Issues	Narratives	Time line
Business Linkages	<p>When looking for companies to give smaller contract to, the company and its contractors must give preference to Liberian owned businesses registered and operating in Liberia. A Liberian business is one where a Liberian gets 60% or more of the profit from the business or contract. Section 12</p> <p>At the request of the GOL, the company will give US \$ 500,000 to study the possibility of setting up iron ore processing facilities in Liberia, but after this, the company will not be responsible for further cost. Section 6.4a</p>	60 days after the end of each financial year.
Community Development Plan	The company is supposed to offer programs and work in a way that will empower communities and improve the economic and social lives of the local people. At the request of the government, the company must work with the government and local communities to make such plans and programs. Section 8.1	After the agreement is signed

Rights and Other Production Rights	<p>The company has the right to enter into and occupy, use land and mine iron ore in the production areas once it follows the terms and conditions in the agreement. Section 7.1a</p> <p>The company can explore additional areas in the production area without restriction as long as it is doing the work agreed to in the contract. Section 4.6</p> <p>The company can also bring in equipment, and build structures and plants to help run its operations. Section 6.1a</p>	For the time the company will be working
Local Employment	<p>The company's employment policy must be in line with the labor practices and laws of Liberia. The company and any of its contractors should not give unskilled jobs to foreigners. It must also give jobs to qualified Liberians for key managerial positions as and when they become available.</p> <p>The GOL and the company also agreed that 30% of all managerial positions including 30% of its ten senior positions will be given to qualified Liberians after 5 years, while 70% in the same manner after 10 years.</p> <p>If the company does not find qualified Liberians for key positions, it can bring people from outside of the country, but such people must get all the documents they need to enter, stay and work in Liberia. Section 11.1</p>	For the time the company will be working
Buying Local Goods & Services	When buying goods and services, the company and any of its contractors must first consider those goods produced in Liberia and services provided by Liberians. The goods and services must be at least equal in price, quality, quantity, and terms to goods and services from other countries. Section 12	60 days after the end of each financial year.
Fiscal/Royalty/Surface Rental/Signature Fees	<p>The company shall pay the following amounts for surface rent:</p> <ul style="list-style-type: none"> • US \$25,000 per license from the time this agreement was signed to the point the actual construction is complete • US \$62,500 per license until actual construction is complete. Section 15.4 	On the date the agreement is signed and same time each year.
Annual Social Contribution (Social Development Fund)	<p>Every year, the company will pay money for its social contribution to the GOL. A committee will be set up (with 1 person from the company) to decide how the money will be used. The company will pay the money in the following way:</p> <ul style="list-style-type: none"> • US \$100,000 per year for each exploration license • US \$250,000 per year for each mining license, but if such license is cancelled, the company will not pay more than USD\$ 100,000. 	At the beginning of the next quarter after the agreement is signed.

	<ul style="list-style-type: none"> • USD\$ 3 million after the actual construction is complete. <p>When the company starts to use exploration or mining license for additional area, it will pay the following amounts:</p> <ul style="list-style-type: none"> • US \$100,000 each year per exploration license • US \$250,000 each year per mining license • US \$750,000 each year for each mining license after actual construction. <p>Section 8.2</p>	
Minimum Wage Arrangement	No Reference	
Liberian Equity Participation	Not specifically referenced, but same applies to transfer and sale of interest. Section 23.1-11	
Sale or Transfer of Interest/Concession Rights	This agreement should not be transferred to a third party without the expressed consent of the GOL. However, transfer can be made to a third party (an affiliate or non-affiliate) if the transfer meets the conditions in the agreement. Section 23.1-11	For the time the company will be working
Depreciation Method	<p>No Reference</p> <p>However, it is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10 years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.</p>	This happens at contract negotiation.
Mineral Development Fund And Science Research Fund	The company will give a one-time amount of US \$50,000 for a Mineral Development Fund and a Research Fund to be put into a general revenue account. The company can decide to audit this money, but it will pay for the audit. Section 16.5	After signing the agreement
Land Acquisition And Land Use	<p>If the law allows, the company can have the right to get ordinary land right outside of the production area for to set up its machines and plants. If the company is not able to get enough land, the GoL will give additional land. Section 7.3</p> <p>If the land the company wants is owned or occupied by a person or family, the company must deal directly with the landowner and reach an agreement on the amount of money the company will pay for the property. If the company and the landowner do not reach an agreement, and the landowner does not have a good reason for refusing, the government will use its power to take the land and give it to the company. Section 7.1b</p>	For the time the company will be working in the country

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time line
Social Impact & Action Plan	The company must work with government and the people to develop plans/programs that are good for the community. The company is supposed have meetings to share its Social Impact Plan. The meetings will be in Monrovia, the affected counties and in any port area the company will use or build. Section 5.6a-d	Before the company starts work.
Resettlement Plan	Not specifically referenced, but same as Community Development Plan. Section 8.1	As stated under that section.
Employee Housing	<p>Before commercial production starts, the company must provide temporary single person houses for its employees and any permitted Liberian operator who are working away from their homes (about 1 hour 30 minutes' drive distance). These houses must meet minimum quality standards. Section 9.3</p> <p>Each house should have at least 2 -3 bedrooms for the parents and children; the husband and wife cannot sleep in the same room with the children; the boys and girls cannot sleep in the same room. Section 9.6</p>	Before it starts commercial production
Utilities & Amenities	Form part of access to and infrastructure development. Section 19	
Health Care, Insurance And Sanitation	<p>The company must build clinics, if they are not available, in its work areas that are in line the Ministry of Health guidelines. The clinics will serve the employees, permitted Liberians operators and their dependents free of charge. Each clinic must have a qualified doctor and nurse, equipment and facilities. If there are already clinics and hospitals in the area, the company must arrange with them to pay for medical care for its employees and their dependents directly or through insurance.</p> <p>Community members must be allowed to use these clinics but will pay a small fee. Section 10</p>	When it starts commercial production
Education Programs/ Funds	In order to train Liberians, the company must pay the following amounts in a general revenue account:	
	US \$200,000 for scholarship for high school and university students to study in Liberia. One-quarter of this amount will be set aside for students who live and going to school in that country.	Every year
	<p>US \$50,000 for the Mining and Geology department at the University of Liberia.</p> <p>In addition, the company must send one Liberian to get a Master Degree in mining and geology. The students can sign agreement to work for the company or its affiliate upon graduation.</p>	When it starts commercial production

	The company must provide primary and secondary schools in line with the Ministry of Education guidelines for the children of employees and residence who are up to the age of 21. Section 11.3a-d	
Training/Knowledge Transfer	To make sure that Liberians become qualified for top positions in the company, it must give on-the-job training, operate vocational training facilities and put in place any other all other programs that will help to transfer knowledge to Liberians. Sections 11.2	When the company starts work
Access to Information	The government should give the company all the geological information relating to their exploration area. Section 19.2 Nothing about this agreement is a secret except for certain things about the company's operations, products, processes, plans and intentions, and financial affairs etc. Section 22.1-2	For the time the company will be working
Access to Infrastructure	For the purposes of its work, the company can use existing infrastructure like roads, railroads, ports etc. However, it can also build all of these things if they are not available. The government and the people in the areas can use them as well without paying for it. At the end of their contract, all of these should be turned over to the GoL. Section 19.3	For the time the company will be working

Environmental Controls

Issues	Narratives	Time line
Pollution Measures		
Wetland management		
Waterfront Control Measures	The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. The plan must also show how money will be set aside to fix any damage caused to the environment during and after the mining activities.	Before and after signing this agreement until the end of the period.
Parks And Forest Reservations	For these reasons, the company must hold public meetings at least in Monrovia and in the affected county(ies). Section 5.5a-h	
Protection of Wildlife		

xiii. RIVERCESS COUNTY



a. EJ & J Corporation

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	EJ & J Corporation	
Contract Type	Forest Management Contract (FMC)	
Contract Start Date	October 6, 2008	
Contract End Date	October 5, 2033	
Contract Duration/ Period	25 Years	
Investment Size	No Reference, except Performance Bond (US \$150,000) and processing requirements (Different Amounts – in A2).	
Location/Affected Area	Area "B", Timbo District, Rivercess County	
Review Period	As per each specific plans, usually 5 years.	
Brief Introductory Statement	This is a forestry contract signed between the Government of Liberia and the company. It covers 57,262 hectares of land in Rivercess County.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages	No Reference	
Activities & Development Plan	<p>Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference:</p> <ul style="list-style-type: none">• Strategic Forest Management Plan• A Five-Year Forest Management Plan• Copy of the Environmental Impact Study (approved by EPA)	90 days before the first year work starts.

	<ul style="list-style-type: none"> Initial Social Agreement A Business Plan <p>Section B3.11- B3.13</p>	
	The company is supposed to prepare and submit to government a yearly working plan that states how it will work in the area that year. Section B3.14	90 days before the 1 st year of work starts
Local Employment	The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn. Section B3.23	Throughout the contract time.
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$10.05 per hectare every year as rent for the land it will use to operate. Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$150,000 performance bond before the company starts work. Section A3 & B3.15</p>	As stated in the Regulation 107-07.
Social Protection (Life & Properties)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government. Section B6.31</p>	From the start to the end of this contract.
Minimum Wage Arrangement	No Reference	
Liberian Equity Participation	No Reference	
Farm Development and Science Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Use of Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government. Section B4.12</p>	Throughout the time of the company's contract
	<p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission</p>	Throughout the time of the company's

	<p>from the landowner(s). The company will pay the landowner(s) according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p> <p>If the private landowner refuses to sell the land to the company, then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	contract.
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Social & Corporate Commitments/Obligations

(Things that the company is supposed to do)

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.83</p>	Every 5 years from the date this contract is signed
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.5	Throughout this contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	Throughout this contract.

Infrastructure Development (Road, Railways, Communication Lines, Port, etc.).	<p>The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23</p> <p>The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5</p> <p>Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18</p>	<p>Throughout the contract time</p> <p>3 years after the contract is signed and to the end</p>
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Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live in, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract
Removal or Decommissioning	<p>At the end of the contract, the company must turn over all its machines, plants, etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24</p>	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the contract
Wetlands and Swamp	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of	Throughout the time of this

	<p>these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4</p>	contract.
Parks and Forest Management & Reservations	<p>The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	Throughout this contract.
Protection of Wildlife Plants, Other Animals & Culture.	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the time of this contract.
Fire Control	<p>The company should not do anything that will cause fire to damage things, therefore, it follow the law about fire. In case of fire, the company must pay for fire fighter or any damage it may cause.</p> <p>Section B6.6,61&62.</p>	Throughout the time of this contract.

b. Liberia Tree & Trading Company, Inc.

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information

Name of Company/ Concessionaire	Liberia Tree & Trading Company, Inc.
Contract Type	Forest Management Contract (FMC) – Ratified
Contract Start Date	October 6, 2008
Contract End Date	October 5, 2033
Contract Duration/ Period	25 Years
Investment Size	No Reference, except Performance Bond (US\$150,000) & processing requirements (Different Amounts – in A2)
Location/Affected Area	Area “C”, Morweh Districts, Rivercess County
Review Period	As per specific plans, usually 5 years.
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company. It covers 59,374 hectares of land in Rivercess.

Economic Features

Issues	Narratives	Time Line
Business Linkages	No Reference	
Activities & Development Plan	<p>Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference:</p> <ul style="list-style-type: none"> • Strategic Forest Management Plan • A Five-Year Forest Management Plan • Copy of the Environmental Impact Study (approved by EPA) • A Business Plan <p>Section B3.11-13</p>	90 days before the first year work starts.
	<p>Every year, the company is supposed to prepare and give the government a work plan to show how they will operate for that year. Section B3.14</p>	90 days before the first yearly working time

Local Employment	The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn. Section B3.23	Throughout the time of this contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$9.60 per hectare every year as rent for the land it will use to operate. Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$150,000 performance bond before the company starts work. Section A3 & B3.15</p>	As stated in the Regulation 107-07
Social Protection (Life & Properties)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government. Section B6.31</p>	From the start to the end of this contract
Minimum Wage Arrangement	No Reference	
Liberian Equity Participation	No Reference	
Farm Development and Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government. Section B4.12</p> <p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner(s) according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p> <p>If the private landowner refuses to sell the land to the company, then the company can have 'rights of way.' This means the company can only pass through the property.</p>	Throughout the time of the company's contract

	With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13	
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Social & Corporate Commitments/Obligations

(Things that the company is supposed to do)

Issues	Narratives	Time Line
Social Development & Action Plan	The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company's work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16 Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.83	Every 5 years from the date this contract is signed
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	Safety: The company must follow all Liberian and international safety rules. Section B3.21 Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3.22	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.55	From the start to the end of this contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	From the start to the end of the contract
Infrastructure Development (Roads, Railroads, Communication Lines, Ports, etc.).	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	Throughout the contract time

	<p>The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5</p> <p>Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18</p>	3 years after the contract is signed and to the end
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Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live in, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract.
Removal or Decommissioning	<p>At the end of the contract, the company must turn over all its machines, plants, etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24</p>	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the contract
Wetlands and Swamps	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	<p>With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4</p>	Throughout the contract
Parks and Forest Management &	The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the	Throughout the contract

Reservations	<p>forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	
Protection of Wildlife Plants, other Animals & Culture.	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the contract
Fire Control	<p>The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61&62</p>	Throughout the contract

c. Anadarko Liberia Limited

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Anadarko Liberia Company	
Operator/Owner	Anadarko Liberia Company	
Contract Type	Production Sharing Contract (PSC)	
Contract Start Date	2009 and 2008 (Block 10 & 15)	
Contract End Date	2034 and 2033	
Contract Duration/ Period	25 Years (Divided into Stages)	
Investment Size	Not Specific, depends on exploration (looking for oil) phases	
Location/Affected Area	Block: 10 (Off the coast of Rivercess) & 15 (Off the coast of Montserrado & Bomi)	
Review Period	As per time and stages	
Brief Introductory Statement	<p>Block 10 and 15 are owned by three companies and shared in these percentages: Anadarko (80% & 47.5%); Mitsubishi (10% & 27.5%) and Pepsol (10% & 25%).*</p> <p><i>*References made to each agreement may not be the same across the two blocks because changes made in one contract may shift the reference numbers. However, the two blocks share similar terms.</i></p>	
Economic Features		
Issues	Narratives	Time Line
Business Linkages(Supply Chain/Value Added)	<p>The company and its contractors must give all supplies, building and service contracts that are under US \$200,000 to Liberian companies only: if the money is more than US \$200,000 and the company wants to give the contract to a foreign company, then a Liberian must be one of the owners of that company. Article 6.11</p>	Every year, from the time the contract is signed, until the end
Local Employment	<p>The company must first consider giving jobs to Liberians who are qualified and ready to work. Article 29.1</p> <p>Where the company decides to employ people from outside Liberia, it must get all the papers they need from the government to enter, stay and work in Liberia. Article 29.4</p>	From the start to the end of their work in Liberia

Buying Local Goods & Services	If the company (or its workers) wants to buy goods or services, they must first consider buying from Liberian owned businesses that are registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. <i>Article 6.11</i>	For the time the Company will be working in Liberia
Import and Export	The company has the right to bring to Liberia all the goods, material, machines and other things it needs to do its work. It can also bring everything (like cloths, furniture, dishes) its foreign workers and their families need to live in Liberia. Workers from other countries cannot bring things into Liberia that they can easily get here in the same condition, quality, amount, and price; they can only bring those things are that really special and are not in Liberia. <i>Article 26.1(a-d)</i>	From the start to the end of their work in Liberia
Royalty/Surface Rental / Signature Fees/Bonuses	The oil company will give NOCAL these monies free of charge: <ul style="list-style-type: none"> • US \$4,000,000 when the total oil taken from an area reaches 30,000 barrels per day in 30 days straight • US \$5,000,000 when the total oil taken from an area reaches 50,000 barrels per day in 30 days straight • US \$7,000,000 when the total oil taken from an area reaches 100,000 barrels per day 30 days straight These monies will be paid after 30 days from the first 30 days the contract is signed. <i>Article 19.1(a-c)</i>	30 days after the oil taken reaches the expected amount
Annual Social Contribution (Social Development Fund)	Once the company starts work, it is supposed to give the government money for welfare of the Liberian people. To do this, the government and the company agree, and will work together to put aside US \$250,000 every year while the company is looking for the oil and US \$1,000,000 every year when the company finds and starts taking the oil. The money will be put into a bank account taken care of by NOCAL, and an agreement will be made on how to keep, take out and use the money. <i>Article 29.3</i>	30 days after the contract is signed and like the each year
Working Condition (Wages, Salaries, and Hours of Work etc.) Arrangement	As long as the company follows the labor laws of Liberia, all matters concerning pay (salary), working hours and other conditions are to be decided by the company for its Liberian and foreign workers. <i>Article 29.5</i>	Throughout their work in Liberia.
Liberian Equity Participation	No Reference.	
Oil Research and Development, Rural	The company will give US \$250,000 to NOCAL to be used to learn more about oil and gas (hydrocarbon). This amount will not be paid	30 days after the contract is signed,

Energy Fund	back to the company. <i>Article 19.3(a)</i> The company will also pay US \$200,000 each year while looking for the oil; the money will be used to put electricity in the villages and towns. <i>Article 19.4(a)</i>	and like that until to the end.
Land Acquisition and Land Use	If the company needs land for its work, the government will give land, but if the company spoils the land or anything on the land, it will pay something to the government. If the company wants to use private land, the company must go directly to the landowner. If the landowner and the company cannot come to one agreement, the company must tell the government to talk with the owner to work out an agreement. <i>Article 9.3</i>	When they start working on land

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Resettlement Plan	No Reference.	
Access to Utilities, Amenities, & Infrastructures (Roads, Railroads, Port etc.)	The company can build or use roads, railroads, and ports, and other things that will make their work easy. They can also supply water and light. <i>Article 10.1-2 (All Blocks)</i> While building, the company cannot destroy any graveyard, church, mosque or government buildings in the construction area. The company tells NOCAL if it has such a problem. <i>Article. 6.7</i>	From the start to the end of their work in Liberia
Health, Safety, Sanitation and Insurance.	The company will make sure that every working area will be built in a way that workers can move around freely; signs will be put up to show dangerous areas. <i>Article 6.6</i>	From the start to the end of their work in Liberia
Training & Education Programs	Before starting work, the company must give money to NOCAL to train Liberian people in oil and gas industry. It will give US \$250,000 every year while still looking for the oil, and US \$500,000 every year when it finds and starts taking the oil. This money will be put in a 'set-aside' (escrow) bank account that the government and the company will sign to. A document will be made to decide how the money will be used. The company will also give the University of Liberia US \$150,000 through NOCAL. This money is for training in geology, mining engineering and the environmental science. This money will be paid into the University bank account directly. <i>Article 29.2</i> .	30 days after signing the contract
Community Programs, Youth Development	No Reference	
Reporting and Access to Information	The company will give NOCAL information about its work as agreed. Since a lot of the company's work is private, the	From the start of their work to the

	government and the company must all agree about what is shared with the public. However, the company can give the information to its advisors, its bankers, and some government officials who will need it for their work. <i>Article 8.1-6</i>	end
Inspection Concerns	No Reference	
Environmental Controls		
Issues	Narratives	Time Line
Environmental Pollution and Contamination Measures	The company is supposed to follow Liberian (and international) laws about land, water and air. Before it starts work, the company must give the government an Environmental Impact Statement (EIS); explains how the company will take care of the environment.	Before they start and for the time they will be working in Liberia.
Water and Wetland Management	When doing construction work, the company must not destroy any graveyard, church, mosque or government buildings. To remove any such building the company must first tell NOCAL and approval before continuing the work. <i>Article 6.7</i>	
Decommission and Abandonment Plan		
Parks, Forest and Wildlife	No Reference	

xiv. RIVER GEE COUNTY



i. None

xv. SINOE COUNTY



a. Golden Veroleum, Liberia INC.

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	Golden Veroleum Liberia INC	
Contract Type	Agriculture Concession	
Contract Start Date	September 1, 2010	
Contract End Date	September 2075	
Contract Duration/ Period	65 years	
Investment Size	US \$2 Billion	
Location/Affected Area	South Eastern region of Liberia, specifically in Maryland, Sinoe, Rivercess, River Gee, and Grand Kru counties	
Review Period	Every 5 years	
Brief Introductory Statement	Golden Veroleum is a 65 years concession agreement with the Government of Liberia to produce palm oil and palm oil products in the concession area which is equal to approximately 350, 000 hectares of Land. The concession is located in the counties of Maryland, Sinoe, River Gee, and Rivercess.	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	Liberians benefit when the government signs concession agreements because the companies are supposed to provide jobs and business opportunities in the country. If the company wants to give a contract or buy goods or services, they must first consider businesses that are owned by Liberians and registered and operating in Liberia. At the same time, the goods or services the Liberian company is selling must be the price and quality the	When the company starts operation, but usually 180 days after the company starts operation

	company wants. The government and the people have the right to ask the company about this.	
Development Plan	Even though the government will review the entire development plan of the company, the government does not have to approve the plan before the company can start working. The company is supposed to give to the government a 5-year development plan that will explain what the company will do each year in its operation. Section 23.2.	On or before June 1 st of each year
Rights and Other Production Rights	<p>The company has the right to plant oil palm at any time during the terms of this contract.</p> <p>The company is supposed to use its own money to build, install or repair its factories, houses and properties within the concession area. All roads and highways built by the company can be used by the public as long as the use does not cause problems to the company's work.</p> <p>The company can plant, cut and use timber that it feels is necessary to build or repair its properties. The company cannot sell timber.</p> <p>The company has the right to use and not sell, any water, stone, rocks, sand, clay and gravel that is not valuable (like diamond, gold or ore) to build its factories and properties to carry on operation. Section 4.4</p>	For the time of this contract Within 24 months of the effective date, the company is supposed to do an initial survey of the land equal to 350, 000
	If the government discovers diamond, gold or valuable resources in the concession area, the government will pay Golden Veroleum for the area, along with any property of Golden Veroleum and take the place back for another company. Government and any person who wants to look for natural resources in the area will be fully responsible for their own insurance and expanses. Golden Veroleum has nothing to do with whatever happens to them, except where Golden Veroleum takes direct action that will cause problem. Section 4.7	
Local Employment	<p>The company is not supposed to bring foreign workers (laborers) to Liberia to do small jobs that people do not have to go to school to learn. Only Liberians are supposed to do these types small jobs. The company should employ qualified Liberians at all levels. It can bring foreign workers for jobs that it cannot find Liberians to do. Section 12.1</p> <p>According to the agreement, 30% of the top management positions are supposed to be given to Liberians</p> <p>Another 50% of the management positions are supposed to be given to Liberians. Section 11.1</p>	5 and 10 years after effective date respectively Within the first 5 years Within 10 years of operation

Buying Local Goods & Services	If the company wants to buy goods or services, they must first consider buying from Liberian owned businesses. The goods or services the Liberian company is selling must be the almost the same price and quality the company will get from a company outside of Liberia. The people and government have the right to ask to company about this. Section 13	For the time the company is working
Royalty/Surface Rental / Signature Fees	Surface rental is money the company pays for using anything on top of the land. The company will pay to US \$5.00 per hectare for land in the developed area. The company is supposed to pay another \$1.25 per hectare for land in the concession area in the first 10 years, and US \$2.50 after that. Section 20.1-2	All fees are supposed to be paid every year in advance on or before January 1 st of the year for which the payment is being made
Annual Social Contribution (Social Development Fund)	The company and government believe that the social development for the local communities is important. The company is supposed to offer programs and work in a way that will empower communities and improve their economic and social life even after the company has gone. The company is supposed to study the environment and provide electricity. It will review the findings of the study with government. This does not mean that the company is forced to pay more than what it would have spent on its regular business activities. Section 16	For the time the company is working
	The company is supposed to contribute US \$5.00 per hectare to a community development fund. The money is to be managed by a committee with 10 representatives from the community, the government and the company. Section 19.7	The committee is supposed to meet no more than 4 times per year
Minimum Wage Arrangement	The Ministry of Labor is sets the pay rate for the country and the lowest amount a person can be paid in Liberia. The company and all organizations in the country are supposed to abide by this pay rate. The company agrees to follow the labor laws of the country and give the correct compensation and benefits to its employees. Section 12.3	Throughout the contract
Liberian Equity Participation	No Reference	
Sale of Interest/ Concession rights	If the owner(s) of the company want to sell the company or a part of it to raise money, they must tell the government first. Section 24.1	At all times while the company is doing business
Depreciation Method	Depreciation is how the company can make money from what it has invested. It does this by dividing the cost of investment by 10	At all time

	years, and then takes that amount from its yearly income. Sometimes the company can ask to reduce the number of years, which will make the company have a big depreciation expense and low income. When this happens, it will be hard for the company to make any other contributions.	
Farm/Mineral Development Fund and Science Research Fund	The company is supposed to contribute one-half percent of the money it makes from selling oil palm to a Farm Fund. Such fund is supposed to be managed by a team and is supposed to be tax deductible and subject to audit by both the public and the company Section 14.2	This money is supposed to be remitted yearly
Land Acquisition and Land Outside Concession Area	If needed, the government will lease additional land to the company. The company can also lease land from private landowners. This additional land is to be used only for the expansion of the company's production, processing and other investment operations. Section 4.2	

Social & Corporate Commitments/Obligations

Issues	Narratives	Time Line
Social Impact & Action Plan	All concessions are supposed to work with the government to build Liberia and develop programs for the people. To achieve this company agrees to cooperate with government or their representatives if the government needs information to build palm oil factories. Section 14.1.	When there is the need
Resettlement Plan	Sometimes the company will work in places where the people live or have farms. If, while doing its work, the company causes people to be displaced, the company will work directly with the affected person or people to find them a suitable place to move. The company, however, must show that the community or settlement will directly affect its activities. The government is responsible for relocation, but it can request assistance as long as the amount is not more than US \$200 per hectare or US \$3,000,000 in total for the entire time of the company's contract. Section 4.3	Whenever the company sees the need
Employee Housing	The company is supposed to provide housing for its employees who are entitled to it. Employees with families get 1 unit, while employees without families share a unit. The housing facilities should to be based on standards set by the Ministry of Public Works and other government agencies. Section 9.5	When the company starts operation
Utilities & Amenities/Telephone	The company will build all factories, buy equipment, and provide lights for its operation, if these things are not already there. The company also has the right to use government public facilities, such as halls, roads, rail and other means of transportation at a fair cost. Section 7.2	When the company is in operation

Health, Welfare, Insurance and Sanitation	<p>The company agrees to practice and provide modern public health facilities in the developed area according to generally health and sanitation standards set by the Ministry of Health.</p> <p>The company is supposed to construct public toilets in the work area and camps in the production area; it will make sure that they are always clean.</p> <p>Each housing unit will contain bathrooms with a toilet, sink and shower. Section 9.1</p>	When the company is in operation
Health, Welfare, Insurance and Sanitation: Employee Safety	<p>The company is supposed to conduct its operations in accordance with oil palm industry safety procedures and precautions and in accordance with law. The company will tell government promptly about employee any injury or deaths. Section 9.2</p>	When the company is in operation
Health, Welfare, Insurance and Sanitation: Safe Drinking Water	<p>For households in the concession area, the company is supposed to dig wells and provide other sources of clean drinking water. The company is supposed to make sure that each housing unit has a working pipe system to supply water at all times. Section 9.4</p>	When the company is in operation
Health, Welfare, Insurance and Sanitation: Medicare	<p>The company is supposed to provide basic medical care and to its employees free of charge. Section 10</p>	When the company is in operation
Education Program/Funds: Primary & Secondary Education	<p>The company is providing free elementary, junior and senior high school education for the dependents of its employees. The company is supposed to build new schools in the concession area or invest in existing local schools to meet the requirements. Section 11.1.</p> <p>New schools are supposed to be approximately 15 miles or less for a housing estate.</p>	When the company is in operation
Education Program/Funds: Vocational Training	<p>The company is supposed to invest no less than US\$25,000 a year to vocational training programs and an adult literacy programs for its employees.</p>	When the company is in operation
Education Program/Funds: Teacher Training	<p>The government is supposed to help the company to train teachers. Section 11.1.</p>	
Education Program/Funds: Children of Government Officials	<p>Government officials working in the developed area for a not less than 120 days, can also register with the company so that their children can attend the company school. Section 11.2</p>	
Training/Knowledge Transfer	<p>The company is supposed to train Liberians in all management and technical areas. Section 12.1.</p>	During the operation year

Scholarship	The company has agreed that it will provide US \$50, 000 for scholarships for Liberian citizens to study agriculture outside the country.	Yearly
University Program	The company will provide US \$50,000to the College of Agriculture at a Liberian University	Yearly
Obligations of Scholarship Recipients	The company has the right to those who benefit from scholarships to provide services to the company and receive salaries equal to a college level qualification; people who do not offer their service to the company once they have graduated, will be asked to repay the amount spent on their education. Section 12.2	During the operation year
Community Programs, Youth Development/ Sports	The company, based on the advice of the Government is supposed to set up community programs to make sure that the economic and social program continues. Section 15.1	During the operation year
Extension and Help for Rubber Farmers	The company is not under the obligation to provide farm advisory support, but the company is able to and supplies are available. The company will work with the government to teach and train Liberian farmers to help them grow; it will also work institutions that do studies on oil palm and it will consider helping to create an oil palm research institution or training centers. Section 15.2	During the operation year
Outgrower Program	The company, the government and the community re supposed to establish an outgrower program. Details of this are supposed to be included in the development plan. The government and people have the right to ask the company for this. Section 15.3	During the operation year
Access to Information	The government will provide information the company needs to operate. The company is supposed to keep all original all records (except correspondence) received or compiled by the company in connection with operation under this agreement at its offices in Liberia. Section 23.1	At all times
Roads, Railroads, Ports & Mail	The company agrees to allow roads other than farm roads in the concession area to be used by other people for free, as long as this does not cause problems for the company. The company has the right to place security gates and other checkpoints on roads in the production area. The government has the right to construct roads, highways, railroads, telegraph and telephone lines and any other communication lines within the concession area as long as it does not interfere with the company's operations. The company can use any government airport, harbor, port or similar facility for the same price everybody else pays. Section 14. – 12, 13	At all times

Environmental Controls		
Issues	Narratives	Time Line
Pollution Measures	The company is supposed to abide by the environmental laws of the GoL. The company is to show the government plans and make reports on how it will manage the environment and natural resources of the area and how it will solve problems if something happens. Some of these problems could be pollution of the air from the big machines and equipment; or pollution of water from wasting chemicals, on purpose or by mistake, or washing heavy equipment in creeks or rivers, etc.	Annually update through the Development Plan
Wetland Management		
Waterfront Control Measures		
Parks and Forest Reservations	If the government or the company identifies an unreasonable risk to public health, the company shall develop a new Environmental Management Plan (EMP) to address the situation. Section 16	
Protection of Wildlife		The supplemented EMP is supposed to be produced within 6 months of identification of the problem

b. Geblo Logging Inc.

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information

Name of Company/ Concessionaire	Geblo Logging Inc.
Contract Type	Forest Management Contract (FMC)
Contract Start Date	September 17, 2009
Contract End Date	September 16, 2034
Contract Duration/ Period	25 Years
Investment Size	No Reference, except Performance Bond (US\$250,000) & processing requirements (Different Amounts – in A2)
Location/Affected Area	Area "I", Tchien, Cavalle, Pyne's Town and Sookon Districts, Grand Gedeh and Sinoe counties
Review Period	As per each specific plan, usually 5 years.
Brief Introductory Statement	This is a logging contract signed between the Government of Liberia and the company. It covers 131,466 hectares of land in Grand Gedeh and Sinoe counties.

Economic Features

Issues	Narratives	Time Line
Business Linkages	No Reference	
Developmental and Activities Plans	<p>Before starting work, the company is supposed to prepare a Forest Management Plan that will explain how it will take care of the place without problems. The plan must follow the Liberia Code of Forest Harvesting Practice and it must also include/reference:</p> <ul style="list-style-type: none">• Strategic Forest Management Plan• A Five-Year Forest Management Plan• Copy of the Environmental Impact Study (approved by EPA)• Initial Social Agreement• A Business Plan <p>Section B3.11-13</p>	90 days before the first year of work starts

	Every year, the company is supposed to prepare and give the government a work plan to show how they will operate for that year. Section B3.14	90 days before work starts
Local Employment	The company must first consider qualified Liberians living in and around the contract area when looking for people to employ. The company is not supposed to bring foreigners to Liberia or people from outside the area to do small jobs that people do not have to go to school to learn. Section B3.23	Throughout the contract
Buying Local Goods & Services	No Reference	
Land Rental Bid & Performance Bond	<p>The company is supposed to pay the GoL US \$10.75 per hectare every year as rent for the land it will use to operate. Section A4 & B7.13</p> <p>As stated in Regulation 107-07, Section 61, the company must give the government a US \$250,000 performance bond before the company starts work. Section A3 & B3.15</p>	As stated in Regulation 107-07
Social Protection (Life & Properties)	<p>The company's security will not carry guns, cutlass or any weapon. The security will only use force to protect themselves if they are attacked.</p> <p>The company is not supposed to do any 'blasting' near where people live - the villages and towns (within 750 meters) without permission from the government. Section B6.31</p>	From the start to the end of this contract.
Minimum Wage	No Reference	
Liberian Equity Participation	No Reference	
Farm Development Research Fund	No Reference	
Land Access/Use: Public and Private Lands	<p>Public Land Outside Concession Area:</p> <p>The company can only use land in the concession area. If the company wants to use public land outside the concession area, first it must talk to the people in the affected communities, and then it must get permission from the government. Section B4.12</p>	Throughout contract period
	<p>Use of Private Land:</p> <p>If the company wants to use private land, it must get permission from the landowner(s). The company will pay the landowner(s) according to the rules set by the New Forestry Law of Liberia, 2006 (chapter 11) and the Authority Regulation 110-07, of the Rights of Private Land Owners.</p>	Throughout the contract period

	<p>If the private landowner refuses to sell the land to the company, then the company can have ‘rights of way.’ This means the company can only pass through the property.</p> <p>With or without permission, the company or its workers should not get in the way of other companies that already own or are working in the area. Section B4.13</p>	
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Social & Corporate Commitments/Obligations

(Things that the company is supposed to do)

Issues	Narratives	Time Line
Social Development & Action Plan	<p>The company must have a Social Agreement with affected areas that explains how the communities will benefit from the company’s work (Forestry Regulation 105-07). This agreement can be changed over a specific time. The company cannot start operating until this agreement with the community is made and ready. Section B6.16</p> <p>Government will put together a group (committee) every 5 years, to look at and report on how the company is relating to the local communities on how it is obeying the Social Agreement. Section B8.83</p>	Every 5 years from the date this contract is signed into law.
Resettlement Plan	No Reference	
Employee Housing	No Reference	
Utilities & Amenities	No Reference	
Health, Safety, Welfare and Insurance	<p>Safety: The company must follow all Liberian and international safety rules. Section B3. 21</p> <p>Health: The company is to make sure that the health of its workers, and others who are allowed in the company work area, is taken care of in the right way. Section B3. 22</p>	From the start to the end of their work in Liberia
Access to Information	As stated in Section 18.15 of the National Forestry Law of 2006, everybody should be able to get all documents and information related to this contract they may need but with some limits on special company documents or information. Section B5.55	Throughout the contract
Training/Knowledge Transfer	The company must obey all the laws and rules in Liberia about hiring and training people. Section B3.23	Throughout this contract
Infrastructure Development (Road, Railways, Communication Lines, Port, etc.).	The company must allow the government and everybody to freely use roads or railroads it builds or repairs in the work area. If the company puts telephone lines in the work area, then the government and everybody can use the system for a fair price. If the government wants to build any of these things in the area, the company should not stop the government. Section B4.23	Throughout the contract time.

	<p>The company can cut any tree it needs to build roads, bridges and others things that will make its work easy. The company will not pay any more money to the government for this, but before it starts, the government must agree. Anything it builds must follow all the laws about road construction and repair. Section B6.22 & 25; & B6.5</p> <p>Anything the company builds in the contract area must be in line with the law, and must not put people's health and safety at risk. For this reason, the company must fix all roads in the area that get spoiled. Section B6.18</p>	3 years after the contract is signed and to the end
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Environmental Controls

Issues	Narratives	Time Line
Pollution Prevention Measures	<p>The company must take care of all the wastes and make sure it does not pollute the ground, rivers, streams or the air so that people do not get sick. If the company builds a camp for the workers to live in, then the company must also make sure that it takes care of the camp in the same way. Section B6.38</p> <p>The company must take care of the forest and everything in it; it should do all it can to protect the area (environment), and not spoil the things (natural resources) it met there. Section B3.3 & B6.3</p>	Throughout the contract
Removal or Decommissioning	<p>At the end of the contract, the company must turn over all its machines, plants, etc. to the GoL or remove everything by itself. If old machines and plants are on private land, the company must pay the landowner money for use of their land (Section B4.13). Section B4.24</p>	At the end of the contract
Water Resources & Erosion Management	<p>The company can use water in the area free of charge once it does not stop people, houses, villages, etc., from using it, and once it does not spoil the water or affect the area (environment).</p> <p>The company must obey the laws about erosion and do everything it can to stop soil erosion. Sections B4.3; B6.36 & B6.37</p>	Throughout the contract
Wetlands and Swamps	No Reference	
Use of Gravel, Sand, Clay, Stone, etc.	<p>With permission from the government, and based on the Social Agreement, the company has the right to dig (free of charge) gravel, sand, clay and stone in the concession area. After taking any/all of these, the company must fill the place back so it can be look the same way it was before digging and make sure it is safe. Section B4.4</p>	Throughout the contract
Parks and Forest Management &	The company should not just cut any tree in the forest. It must leave some trees, mainly the young ones, and other good things in the	Throughout the contract

Reservations	<p>forest. Section B6.32</p> <p>The company must plant trees to replace the trees they cut down so that there will be trees for the future. To do this, it must only use trees in Liberia. Section B6.42</p>	
Protection of Wildlife Plants, other Animals & Culture.	<p>In the company's work (Operational) plan, it must state how it will take care of plants, animals and cultural resources. The company will not use big machines that will spoil things in the area, but if this happens, the company will pay the affected person(s) or government for the damage. Section B6.34</p> <p>The company must also obey the laws about wildlife; it must close all roads that were only used for the company's work when the contract ends. No company worker should hunt in the area, mainly for animals set aside by law. Section B6.35</p>	Throughout the contract
Fire Control	<p>The company should not do anything that will cause fire. In case of a fire, the company will pay for fire fighters or any damage the fire may cause. Section B6.6, 61&62</p>	Throughout the contract

c. African Petroleum Corporation Limited (APCL)

Abridged and Simplified Contract Matrix

Designed for Multistakeholders Reference

Company Information		
Name of Company/ Concessionaire	African Petroleum Corporation Limited (APCL)	
Operator/Owner	European Hydrocarbons Limited	
Contract Type	Production Sharing Contract (PSC) & Addenda	
Contract Start Date	June 2008	
Contract End Date	April 2033	
Contract Duration/ Period	25 Years (Divided in Stages)	
Investment Size	Not Specified. Depends on exploration (looking for oil) phases	
Location/Affected Area	Block: 8 (Off the coast of Sinoe) 9 (Off the coasts of Rivercess & Sinoe)	
Review Period	As per time and stages	
Brief Introductory Statement	These oil blocks are owned by Africa Petroleum (100%). The PSC for these blocks were first signed between the government, Regal Liberia Ltd., and European Hydrocarbon Ltd.* <i>*References made to each explanation may not be exactly the same across the two blocks because changes made in each contract shifted the reference numbers.</i>	
Economic Features		
Issues	Narratives	Time Line
Business Linkages (Supply Chain/Value Added)	When giving contracts, the company must first consider businesses that are owned by Liberians and registered and operating in Liberia. Article 6.8	Throughout their work in Liberia
Local Employment	The company must first give jobs to qualified Liberians. However, if there are no qualified Liberians to do the work, the company can bring people from outside Liberia to do their work. Article 29.1 In order to stay and work in Liberia, all foreign workers must get the documents they need from the government to enter, stay and to work. Article 29.4	From the start to the end of their work in Liberia
Buying Local Goods & Services	If the company (or its workers) wants to buy goods or services, they must first consider buying from Liberian owned businesses that are	For the time the Company will be

	registered and operating in Liberia. The goods or services the Liberian company is selling must be the almost the same price, quality and amount the company will get from a company outside of Liberia. They must also be able to deliver in almost the same amount of time and give the same type of payment plan. <i>Article 6.8</i>	working
Import and Export	<p>The company has the right to bring to Liberia all the goods, material, machines and other things it needs to do its work. It can also bring everything (like cloths, furniture, dishes) its foreign workers and their families need to live in Liberia.</p> <p>Workers from other countries cannot bring things into Liberia that they can easily get here in the same condition, quality, amount, and price; they can only bring those things are that really special and are not in Liberia. <i>Article 26.1 (a-c)</i></p>	For the time the Company will be working
Royalty/Surface Rental / Signature Fees	Not talked about.	
Annual Social Contribution (Social Development Fund)	Once the company starts work, it is supposed to give the government money for welfare of the Liberian people. To do this, the government and the company agree, and will work together to put aside US \$100,000 every year while the company is looking for the oil and US \$200,000 every year when the company finds and starts taking the oil. This money will be put in a ‘set-aside’ (escrow) bank account that the government and the company will sign to. <i>Article 29.3</i>	30 days after the contract is signed
Working Condition (Wages, Salaries, Time of Work etc.)	As long as the company follows the labor laws of Liberia, all matters concerning pay (salary), working hours and other conditions are to be decided by the company for its Liberian and foreign workers. <i>Article 29.5</i>	Throughout their work in Liberia
Liberian Equity Participation	Not Referenced. However, by the meaning of a Production Sharing Contract (PSC), the government through NOCAL has shares in the oil and gas operation and each party shares vary per agreement.	Throughout the agreement period
Science Research Fund	Not Referenced	
Land Acquisition and Land Use	If oil and gas is found on private land, the company must deal with the landowner to come to an agreement. If the company and the landowner cannot agree, the company must tell the government to solve the problem. <i>Article 9.2</i>	Throughout their work in Liberia

Social & Corporate Commitments/Obligations		
Issues	Narratives	Time Line
Social Impact & Action Plan	Same as Social Contribution above. <i>Article 29.3</i>	
Resettlement Plan	Not Referenced	
Employee Housing	Not Referenced	
Utilities & Amenities Utilities, Amenities & Infrastructures (Roads, Railroads, Ports, etc.)	<p>The company can build or use roads, railroads, and ports, and other things that will make their work easy. They can also supply water and light. If the government wants to use the things the company builds, it will pay a fair price to the company to do so. <i>Article 10.1</i></p> <p>If the construction crosses a road that the public uses, then the company make the road better and make sure that people can still use the road. <i>Article 15.3</i></p>	From the start to the end of their work in Liberia
Health, Safety, Insurance and Sanitation	The company will make sure that every work area will be safe for workers to operate; signs will be put up to let them know the areas that are not safe. The company will also provide health facilities or insurance for its employees. <i>Article 6.5</i>	From the start to the end of their work in Liberia
Training & Education Programs	<p>When the company starts work, it is supposed to give money to train Liberian people. It will give US \$100,000 each year while looking for the oil, and US \$150,000 each year when it finds and starts to take the oil. <i>Article 29.2(a&b)</i></p> <p>This money will be put in a ‘set-aside’ (escrow) bank account that the government and the company will sign to. Money for the University of Liberia will be given to them directly.</p> <p>NOCAL and the company will decide how to choose people for training. If, for example, there will be 10 persons for training, the government will give 7 persons (70%) and the company will give 3 persons (30%). <i>Article 29.3</i></p>	Immediately they start work until they can finish
Community Programs, Youth Development	Not Referenced, except for Article 29.3.	
Reporting and Access to Information	<p>NOCAL owns, and can freely use, all data about oil and gas. Therefore the company will give NOCAL all the needed information such as: daily reports on drilling, weekly reports on seismic operations, quarterly reports on its operations (30 days after), and yearly reports on oil and gas operations (at the end of February of each year). <i>Article 8.1-2</i></p> <p>In addition, it will give NOCAL the following reports as soon as they are ready:</p>	As and when the information is due as stated in the agreement

	<ul style="list-style-type: none"> • copy of geological survey and maps • original of all geological surveys • measurements, interpretations and map profiles • drilling locations and completion for each well • all drill tests or production tests • copy of all reports relating to key analysis <p>The company will keep NOCAL informed about its operations through one person. All information about the company's work is special, and it cannot be given to different people. The only other people who can know the information are the company's advisors, its bankers and some government officials who will need it for their work. Article 8.3-5</p>	
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Environmental Controls

Issues	Narratives	Time Line
Environmental Pollution and Contamination, Measures	The company is supposed to follow Liberian (and international) laws about land, water and air. Before it starts work, the company must give the government an Environmental Impact Statement (EIS); explains how the company will take care of the environment. Article 6.4&7.	Before they start and for the time they will be working in Liberia
Water, Wetland Management	When doing construction work, the company must not destroy any graveyard, church, mosque or government buildings. Article 6.6	

7. CONCLUSION/RECOMMENDATION

It is hoped that the goal of delivering a simplified contract matrix has been met by the above presentation. Like the beginning of all other work that requires continuous improvement, the matrix should be updated on a regular basis so as to realize their full contribution to transparency in the extractive sector.

It is further noted that efforts will be made to obtain extra and clearer copies of all concession agreement. Such exercise will make research, monitoring and evaluation and references to concession documents easier.

The matrixes are comprehensive, easy to understand, easy to analyze and should be used for various purposes. The contract matrix will enable multi-stakeholders including the legislature, civil societies, line ministries, other government agencies, as well as concessionaires themselves, anti-graft agencies, etc., to gain a bird's eye view of concession agreements. Readers will be able to effectively extract and use authentic information about approved concession agreements for planning, monitoring, evaluation and reporting purposes.