

BILL

Supplement to the Sierra Leone Gazette Extraordinary Vol. CXLXIII, No. 47

dated 5th July, 2022

THE CUSTOMARY LAND RIGHTS ACT, 2022

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No.



Sierra Leone

2022

A BILL ENTITLED

The Customary Land Rights Act, 2022

Short title.

Being an Act to provide for the protection of customary land rights, the elimination of discrimination under customary law and the management and administration of land subject to customary law and other related provisions

[

] Date of commencement.

ENACTED by the President and Members of Parliament in this present Parliament assembled.

PART I—PRELIMINARY

Interpretation.

1. In this Act unless the context otherwise requires -

"authorised officer" means an officer of a Chiefdom Council, the National Land Commission, an officer of the Environment Protection Agency or the National Protected Area Authority;

"bye-laws" mean rules adopted by communities to govern their land and natural resources;

"Chiefdom Council" means the Paramount Chief, Chiefs, Councillors and men of note elected by the people accordance with customary law and custom;

"Chiefdom Land Committee" means the chiefdom land committee established under section 49 of the National Land Commission Act 2021;

"community" means any settlement of people in a village, chiefdom, town or city;

"community land" means land that is owned or managed by a community or is made available for public use by a Chiefdom Council or land owners subject to customary law or the terms of the grants subject to customary law and includes cemeteries, playgrounds, market areas and sacred sites;

"Community member" means a male or female who is ordinarily resident in a village, town or chiefdom - including persons who were born in that community, who have married into that community, and who have moved to the community for other reasons;

"community livelihood" means socio-economic activities undertaken by community members to

provide for their everyday life, such as farming, fishing, gathering or hunting etc;

"Customary land" means land owned, governed by or administered under customary law in the provinces;

"Customary land pledge" means a transaction by which family land or interest in family land which is subject to customary law and the land transferred by one person to another as security for a debt due or owed;

"Customary land rights" mean the full range of primary rights (the right to exclude, transfer, transact, bequeath, manage and make decisions about the land) and secondary rights (rights of way, access to use natural resources, right to drive cattle, right to obtain water from a river) to land under customary law;

"Customary law" means any rule other than a rule of general law having the force of law in any chiefdom village or town in the provinces and by which rights and duties are acquired or imposed in accordance with natural justice and equity and in accordance with the 1991 Constitution or any other law applying to the provinces;

"District Land Commission" means the District Land Commission established under section 35 of the National Lands Commission Act 2021;

"District Registry" means the District Registry established under section 67 of the National Lands Commission Act 2021;

"ecologically sensitive area means wetlands, wildlife habitats, steep slope, virgin or old growth forest and

any other area designated as sensitive under customary law;

"family" means a group of persons tracing descent from a common ancestor on the paternal or maternal side or persons who have married into the family;

"family land" means land vested in and owned by the family as a unit under customary law and administered by a family head;

"indefinite tenancy" means a grant of land for an undefined period of time with or without an obligation to pay rent;

"investment" means an enterprise or undertaking in which the majority of minerals, crops or other resources extracted are intended to be sold and used outside the community in which the investment takes place;

"lease agreement" means a grant of a specifically defined area of land, in writing, for a term of years, and contain an obligation to pay rent, signed by the landowners as lessors and those renting the land as lessees;

"long-term tenancy" means a grant of family land for a permanent purpose such as construction of a dwelling house or cultivation of permanent crops with or without an obligation to pay rent for a period not exceeding 50 years;

"National Lands Commission " means the National Lands Commission established under section 2 of the National Lands Commission Act 2021;

"sacred site" means any place within, near or adjacent

to a community which, based on its customs and practices, has a spiritual or special meaning or significance for inhabitants.

"seasonal tenancy" means a grant of land for one farming season with or without an obligation to pay rent for a short period ;

"short-term tenancy" means a grant of land for a limited period of time such as for a farming season or a period less than three years with or without an obligation to pay rent;

"Town or Village Area Land Committee" means the Town or village area land committee established under section 56 of the National Land Commission Act 2021.

2. This Act shall apply to any land that is subject to customary law. Application of Act

PART II-CUSTOMARY LAND RIGHTS AND NON-DISCRIMINATION

3. Subject to this Act a citizen shall have the right to acquire any land that is subject to customary law. Right to acquire Land

4. (1) A citizen shall not be refused the right to hold, use or acquire land that is subject to customary law based on that citizen's Elimination of Discrimination

- (a) gender;
- (b) tribe;
- (c) religion ;
- (d) ethnicity;
- (e) age;

- (f) marital status;
- (g) social status; or
- (h) economic status

(2) In the implementation and enforcement of this Act, the Government shall-

- (a) guarantee and preserve all customary land rights;
- (b) guarantee that access to customary law by way of transfer does not deny any citizen's rights to land on the basis of-
 - i. gender;
 - ii. ethnicity;
 - iii. tribe;
 - iv. religion;
 - v. age;
 - vi. marital status;
 - vii. social status;
 - viii. economic status
- (c) ensure equity transparency and accountability in the allocation and management of land rights;
- (d) preserve and conserve land resources for future generations;
- (e) ensure the full protection of use rights and right to commons without discrimination.

PART III-GENDER EQUALITY

5. (1) The right to own, hold, use, inherit, succeed to or deal with land under customary law shall be guaranteed to women and men equally. Gender equality

(2) Any customary law that excludes, limits or inhibits women from owning, holding, using, transferring, inheriting, succeeding to or dealing with land subject to customary law shall be void.

6. (1) Where a land subject to customary law is acquired by persons who are married or who may be considered to be in a domestic relationship according to law, the land shall be registered in the joint names of the spouses. Joint ownership

(2) Upon dissolution of a marriage or death of a spouse, the surviving spouse in the case of-

- (a) a disolution shall be entitled to a fair disposition of any land acquired during the marriage;
- (b) death shall be entitled in accordance with the law relating to devolution of estates.

7. (1) Where any land subject to customary law is vested in the family as a unit the right to act on behalf of the family in relation to the land shall be guaranteed equally to both male and female adult members of that family. Family ownership

(2) Any customary law that excludes, limits or inhibits men and women from acting on behalf of their family in relation to land holding solely on the basis of their gender shall be void.

(3) Where family land is to be bequeathed or sub-divided among the family, both male and female members of the family shall be treated equally and enjoy the same rights.

(4) The surviving spouse of a deceased member of a land owning family shall be entitled to live on and enjoy the benefits from the deceased person's family land unless the surviving spouse remarries outside the family

Membership
of
Committees

8. (1) Both male and a female adult members of a community shall have equal opportunities the appointment for membership to land committees in the provinces

(2) At least 30% of each land committee shall be women.

(3) A land committee shall ensure adequate protection of and respect for the rights of women

PART IV-CHIEFDOM COUNCIL AND FAMILY LAND TITLE

Chiefdom
Council

9. The Chiefdom Council, through the Chiefdom, Town or Village area land committees shall have oversight responsibility over land in the respective chiefdoms in the provinces

Family land
title

10. (1) Title to family land in the provinces shall be vested in the family as a unit.

(2) Both male and female adult members of a land owning family shall be entitled to the same rights and privileges in respect of the family's land holding irrespective of their gender, domicile, marital or other status

(3) Family land shall be managed and administered in a sustainable manner taking into consideration the rights and interests of the future generations of the family.

(4) Any person acting as head and on behalf of a land owning family shall-

- (a) not unilaterally make any decision relating to the land and particularly decisions relating to lease, assignment or grant of land;
- (b) be accountable to both male and female members of the family for all actions taken in respect of the family's land holding

11. (1) Where the head of a land owning family wishes to enter into any land transaction under customary law he shall seek the written informed consent of a fair representation of the male and female adult members of the family before entering into any land transaction. Collective consent of family members.

(2) The document containing the written informed consent of the required number of family members shall be signed or thumb printed by the family members that consented to the transaction or accompanied by some other evidence of consent.

(3) Where the required number of family members have consented to the land transaction the family members may setup a negotiating committee to negotiate the land transaction.

(4) The negotiating committee referred to under sub section (3) shall comprise-

- (a) the head of the family; and
- (b) a fair representation of male and female adult members of the family.

(5) The head of the family shall present to the prospective lessee or buyer a copy of the document containing the collective consent of the family members

12. (1) After receipt of the required documents referred to under subsection (5) of section 11, the prospective lessee or buyer shall present the document to the Chiefdom Council for certification. Certification and registration.

(2) The authorised officer certifying the documents referred to under sub section (1) shall effect the following on the documents-

- (a) the date of the certification;
- (b) stamp of the Chiefdom Council; and
- (c) signature or thumprint of the certifier.

(3) After going through the certification process the prospective lessee or buyer shall present the documents certified by the Chiefdom Council to the District Registry for registration.

PART V - COMMUNITY LAND

Communal
land in a town
or village

13. (1) Title to communal land where it exists under customary law in towns or villages shall be vested in the community as a whole and shall be managed and administered by the Town or Village Area Land Committee on behalf of the community.

(2) The Town or Village Area Land Committee shall adopt rules to ensure the sustainable and equitable use of the communal land

Communal
land in the
chiefdom

14. (1) Title to communal land where it exists under customary law in a chiefdom shall be vested in the community as a whole and shall be managed and administered by the Chiefdom Land Committee on behalf of the community.

(2) The chiefdom shall adopt rules to ensure the sustainable and equitable use of the land.

(3) Subject to the rules of the community, all members of a community shall have access to use community land.

15. (1) A family that owns land may grant seasonal, indefinite, short term, long term or any types of tenancy recognised under customary law. Tenancy
under
customary
law

(2) The tenancy agreement for a family land under subsection (1) shall be in the format as set out in the Third Schedule.

(3) A long-term tenancy for commercial purposes shall not exceed 50 years and shall have an option for renewal for a term not exceeding 21 years.

(4) The lease rent for a long term tenancy shall be revised every 5 years in line with the rate of inflation.

(5) A definite tenancy shall not be used to secure any investment on any community land.

(6) Relevant Government Institution shall work with the Chiefdom Council, Chiefdom Land Committee and Town or Village Area Committee to facilitate the aquisition of land for investment.

16. (1) Subject to this Act, family land that is to be pledged out to any other person shall be registered before the land is pledged. Pledge

(2) The format of a pledge shall be in the form as set out in the Fourth Schedule

17. (1) Community town or village land that falls under the category of public land shall be administered by the Town or Village Area Land Committee on behalf of the community Public land

(2) All the benefits of communal land and its resources shall belong to the community

18. The land and natural resources of a town or village shall be managed and administered by the Chiefdom Council until the town or village establishes its land committee. land
committee
not
established

Bye laws. 19. Bye laws adopted by the Chiefdom Land Committee shall apply to all villages under the Chiefdom that have not adopted their own bye laws.

Legal action 20. (1) Where there is a land dispute a town or village shall have the first option to institute any legal action .

(2) Where multiple, towns or villages are affected they may institute legal action individually, jointly or through the chiefdom.

Part VI - Protected, Conserved or Ecologically Sensitive Areas

Degradation. 21. Authorised officers shall ensure that wetland wildlife habitats, steep slopes, old growth, virginforests or any other ecologically sensitive areas in the provinces are protected from degradation.

Prohibited activities. 22. Authorised officers shall ensure that no mining, plantation, farming or any other large-scale development activity takes place on, within, near or adjacent to any-

(a) wetland;

b) wildlife habitat;

(c) steep slope;

(d) old growth or virgin forests;

(e) other ecologically sensitive areas

Ecologically Sensitive Areas. 23. (1) A person who is found guilty of causing harm to ecologically sensitive areas shall in addition to the applicable sanctions, be fully responsible for reversing the harm and restoring the ecologically sensitive areas to their original state.

(2) Customary rules and practices that promote protection and conservation of ecologically sensitive areas shall be adopted and enforced by Chiefdom Councils and communities .

(3) Ecologically sensitive areas may be co-managed by the communities in which they are located, the Chiefdom Council and the responsible government agency.

24. (1) Subject to this Act a community whose land is within, near or adjacent to natural resources such as forests grazing lands, rivers and swamps and which has traditionally and historically relied on such natural resources for their livelihood, spiritual or religious purposes, shall be entitled to use the resources for those purposes. Land adjacent to natural resources.

(2) Use by communities of the natural resources referred to under subsection (1) may be restricted or terminated by the government in collaboration with the Chiefdom Council where there is a danger of depletion of such resources.

(3) The government shall implement alternative arrangements to cushion the effect of the restriction or termination of use on the communities.

(4) A Town or Village Area Land Committee and Chiefdom Land Committees shall adopt and enforce rules for the sustainable use of such resources including rules governing or outlawing extraction of natural resources, such as cutting timber or mining sand, for use outside the community.

Part VII - Customary Land Rights and Responsible Investment

25. An investor wishing to investment on any land subject to customary law shall comply with processes and procedures set out in this Act and procedures set out by the body responsible for national investment. Compliance with Procedures.

26. Sustainable investment shall not be carried out in areas designated as protected under- Protected Areas.

(a) The National Protected Area Authority Act 2012.

- (b) The Environmental Protection Act 2008; and
- (c) Laws relating to marine protection and protected areas

Leasehold
not to Exceed
50 years

27. (1) A non-citizen or foreign company shall not acquire a lease hold interest in land subject to customary law for a period exceeding 50 years.

(2) At least 5% of the shares in any foreign land based investment operating in Sierra Leone shall be reserved for Sierra Leoneans.

(3) Priority for the 5% share referred to under sub section (2) shall be given to land owners in the project community.

Maximum
land for
investment

28. (1) The maximum size of land that an investor may acquire initially for any single investment in agriculture or mining shall be 10,000 hectares excluding high value conservation areas.

(2) For other types of investments, excluding agriculture or mining the maximum size of land an investor may acquire initially for any single investment shall be the 5,000 hectares.

(3) An investor may acquire additional land in accordance with conditions set out in the First Schedule.

(4) Where an investor within 5 years fails to utilize or fully utilize the acquired land for the purpose for which it was acquired, the unutilized land shall automatically revert to the land owners.

(5) During the process of leasing land to an investor the parties to the lease and the relevant Government Institutions shall ensure that communities do not suffer land stress as a result of the leasehold.

(6) Where a leased land is not under active cultivation or utilization the lessee shall allow animals of community members to graze on the land or utilize the Land for farming subject to the use not adversely affecting the business of the leasee.

29. No investment shall take place on any land subject to customary law unless the investor obtains the written free, prior and informed consent of a fair representation of the male and female adult members of the family or community with rights to the land.

Informed
Consent

30. An investor shall provide to concerned communities the following relevant information relating to investment before the start of negotiation to acquire the land -

Information
to
Communities

- a) the nature, scope, risks and opportunities of the investment;
- (b) business plan;
- (c) agreement obtained from the government; and
- (d) any other relevant information.

31. (1) There is hereby established a fund to be known as the Legal Assistance Fund which shall provide independent legal assistance to land owners during negotiations.

Legal
Assistance
Fund.

(2) The Legal Assistance Fund referred to under sub section (1) shall be managed by the Human Rights Commission which shall make rules for the management and use of the Fund.

(3) Investors wishing to acquire land subject to customary law shall pay a contribution into the fund before negotiating for the land.

32. An investor shall sign a lease agreement with the family or community members on whose land the investment will take place, before the start of the investment.

Lease
Agreements.

33. (1) Acquisition of community land for investment shall not be valid unless the investor obtains the written informed consent of a fair representation of the male and female adult members of the community during a community meeting on the investment as referred to under section 29.

Community
meeting for
written
informed
consent.

(2) Minutes of the meeting referred to under subsection (1) shall contain a record of the decision of both the male and female members of the community .

(3) An investor wishing to register his lease agreement shall present-

- (a) a copy of the minutes referred to under subsection (1), the lease agreement and any other required documents to the authorised officer of the Chiefdom Council for certification.
- (b) the certified copy of the minutes, certified lease agreement and any other required documents referred to under paragraph (a) to an authorised officer of the District Land Commission for registration.

Terms of a
lease

34. In addition to the terms that may be agreed between the investor and land-owning families or communities, the terms contained in the Second Schedule shall form part of any lease agreement

conditions in
a lease
agreement

35. All gender, environmental, social and health conditions contained in licences obtained from a government agency or conditions to which an investor has committed to as part of its commitment to its shareholders or investors shall automatically be incorporated into any lease agreement between investors and communities or families.

Land to be
registered
before
negotiations

36. (1) Where at the start of any land negotiations it is noted that the land is not registered at the District Land Commission in accordance with the National Land Commission Act 2021 the negotiations shall be suspended until the land is registered.

(2) The negotiation for the land referred to under section (1) shall proceed after registration of the land at the District Land Commission.

37. A community whose common resources or interests may be affected by transactions between land-owning families and investors shall be provided with an equivalent or better alternative source of that common resources by the investor.

Common
Resources.

38. (1) Government agencies may set minimum rates per sector for leasing of land for specific purposes.

Minimum
rates.

(2) The minimum rates referred to under sub section (1) shall be reviewed at least every 5 years.

39. An investor shall not infringe on the rights or interests of lawful occupiers of land and shall pay the lawful occupier of land prompt and adequate compensation for any disturbance of their rights or interests.

Compensation
for
disturbance
of rights.

40. Where a land leased to an investor contains crops the investor shall compensate the owner for loss of his crops in accordance with rates set by the relevant government agency or the market value.

compensation
for loss of
crops.

41. Communities or families may undertake or commission an independent valuation to determine the rental value of the land to be leased

Independent
Valuation.

42. (1) A community or family receiving land lease rent shall set up or designate a bank account for the rent payment.

Bank account

(2) Signatories to the bank account referred to under sub section (1) shall be-

(a) accountable to the members of the family or community, and

(b) liable for any misuse of the funds.

Demarcation 43. Demarcation of land for investment shall be done with the full participation of the families or communities whose land is up for lease.

**PART VIII- INVESTMENT INDUCED DISPLACEMENT AND
RESETTLEMENT**

Displacement and Resettlement 44. (1) Land investment under customary law shall be designed to avoid the displacement and resettlement of a community in whole or part.

(2) Where displacement and resettlement are unavoidable the investor shall show through studies, scenarios or other means the reasons why displacement and resettlement are unavoidable.

(3) In addition to the information required by section 29, an investor whose operation is likely to lead to displacement and resettlement in the short, medium or long term, shall provide that information, including preliminary studies or assessments, to the family or community whose land is being sought.

(4) An investor who fails to disclose the likelihood of displacement and resettlement before the start of negotiations, shall only be allowed to undertake any displacement and resettlement during the lifespan of the investment if there is real and present danger to the life and livelihood of the community.

(5) Any attempt to contravene subsection (4) shall constitute a breach of this provision as well as a fundamental breach of the lease agreement signed with the land-owning communities and families.

(6) No investment-induced displacement and resettlement of a community shall be undertaken unless

(a) there is compelling need for it;

(b) the investor obtains the free, prior and informed consent of the adult male and female members of the affected community ; and

(c) approved by government through the ministry.

(7) The full cost of displacement and resettlement shall be borne by the investor, except in cases of natural disaster.

(8) Community members, particularly women and youth, shall be consulted and meaningfully involved in the processes leading to their displacement and resettlement

(9) The investor shall conduct a comprehensive socio-economic baseline study in advance of any displacement and resettlement and submit to Government and the community a Resettlement Action plan for approval and action.

(10) Resettlement shall not result in the deterioration of living conditions for the inhabitants of the community.

(11) No displacement shall take place unless adequate mitigation measures to be undertaken by the investor have been included in the Resettlement Action Plan and agreed with the community, ensuring that anyone suffering economic losses is fully compensated and livelihoods of affected people have been enhanced or at least restored.

(12) No agreed displacement of affected persons shall commence until the mitigation measures have been completed including, payment of prompt and adequate compensation or delivery of replacement housing or land acceptable to the affected people, of comparable value and certified fit for habitation and use by both Government and independent assessment.

(13) The investor shall provide a 5-year guarantee on all structures built in the new location and shall make good any damage arising from use of substandard materials or poor workmanship

(14) Displacement of a community shall not start until all required structures have been constructed in the new location and certified fit for habitation and use by both Government and independent assessment

Resettlement
action Plan

45. The Commission may by statutory instrument make regulations relating to the minimum requirements for a resettlement action plan.

PART IX - GRIEVANCE REDRESS

Land tenure
Disputes

46. (1) Land tenure disputes arising within the Community may be referred to the Town or Village Area Land Committee or the Chiefdom Land Committee for resolution in accordance with customary law.

(2) The Village Area Land Committee and the chiefdom Land Committee shall address dispute in accordance with their by-laws which shall comply with customary and national law.

(3) A party that is dissatisfied with the outcome of a tenure dispute before a Town or Village Land Committee or a Chiefdom Land Committee may appeal to the District Land Commission

(4) A party to a dispute before the District Land Commission that is dissatisfied with the outcome may appeal to the National Land Commission Headquarter in Freetown

(5) Where a community or family brings a complaint against an investor before the Town or Village Area Land Committee the Chiefdom Land Committee, the investor shall cooperate with these authorities until the complaint is resolved or withdrawn

(6) Complaints of a special nature such as environmental or mining related shall be directed to the Environment Protection Agency or the National Mining Agency

(7) Where a complaint is before a particular grievance mechanism for redress it shall not be enquired into by another grievance mechanism at the same time unless the complaint is withdrawn

(8) No adverse inference shall be drawn against a party who withdraws a complaint from one grievance mechanism and files the same complaint to another grievance mechanism

(9) A decision of a grievance mechanism shall be given in writing and may be enforced by a party through legal action in court or by complaint to the industry regulator.

(10) An aggrieved party may take a land dispute to the local court or any appropriate court instead of using any of the dispute resolution mechanisms outlined under sub sections (1) to (6).

PART X-MISCELLANEOUS PROVISIONS

47. Section 18 of the Chiefdom Council Act 1960 is repealed and replaced by the following new section -

Amendments
of Section 18
of Cap 61

18 Subject to this Act legal actions may be instituted by and against

- (a) the Chiefdom Council;
- (b) any town or village

48. Section 34A of the Mines and Minerals Act 2009 is repealed and replaced by the following new section -

Amendments
of Section
34A of Act
No. 12 of
2009

34A. Rent payment shall be made directly to the families or communities with rights to land witnessed by the Paramount Chief of the Chiefdom subject to mandatory tax reduction.

49. The Minister shall by Statutory Instruments make Rules and Regulations to give effect to this Act.

Regulations

50. Registration of leases under this Act shall continue in accordance with the Registration of Instrument Act Cap 256 until the institutions established under the National Land Commission Act 2022 are operational.

Transitional
Provision.

SCHEDULEFirst ScheduleTerms on which additional land may be acquired

1. The investor should have used up all or substantially all the initial land acquired for its business.

2. The investor should not be in breach of its lease agreement with the communities or in breach of any of its licence conditions from the Environment Protection Agency, the National Minerals Agency or any other government regulator.

3. The investor shall draft and submit a business case for additional land setting out the following:

- (a) The reason/s for the additional land and the amount of land required.
- (b) The available funds to be invested in the additional land.
- (c) The likely impact of the additional acquisition on land supply within the community or communities hosting the investment.
- (d) Timeframe for the utilisation of the additional land.
- (e) Likely impact of the additional acquisition on the sources of water across the communities.
- (f) alternative methods of achieving its business aims without additional acquisition of land.

4. The investor should provide evidence of initial discussion with communities on the additional acquisition and "in principle" consent from the community.

1. The investor should have been supporting a robust out-grower scheme within its area of operation.

6. The investor should undertake additional environmental, social and health impact assessment in respect of the additional acquisition

Second Schedule :
Terms of a lease agreement

Any lease agreement signed between a community and an investor shall include the following information

1. Parties to the contract. If the community is leasing shared lands, the name of the entire community shall be the party to the contract, not specific leaders' names; if a family or group of families is leasing the land, the contract should have the name of the family and the name of the person/s signing on behalf of the family as parties to the lease.
2. Description of the investment. A detailed, specific description of the investment that will be built within the land leased, including how the land will be used, what infrastructure will be built to support the investment, what will be produced, and how the goods produced will be transported out of the community. This section shall also include the process the investor must follow to seek community permission to build additional infrastructure not expressly described in the contract.
3. Description of the land. A description of the land that will be used, including the precise area and the total number of acres or hectares of land that the community has agreed to lease to the company. To ensure that this is clear, the contract shall contain a map, and the global positioning system (GPS) coordinates of the exact area of land leased. The investor shall erect markers at the boundaries of the agreed land and not expand operations past the agreed boundaries.
4. Expected use of natural resources. A description of what changes the company may make to the natural landscape, what natural resources the investment may use, and on what terms; and any rules the company must follow when using or accessing natural resources located within the leased area.

5. Expected environmental impacts. A detailed description of any expected impacts on the soil, water, air, and plant and animal species within the boundaries of the leased land.
6. Payment of rent. Detailed description of what rental payments will be made, the timetable of when they will be paid, and how the payments will be delivered. The contract shall include periodic adjustments for inflation
7. Fulfilment of benefits. If improvements or infrastructure are to be built as part of the payments, details concerning: who will build the improvements or infrastructure, the end date by which it must be built, the specific materials it must be built with, where it will be located, the penalty if the investor does not complete the infrastructure project, and any necessary details concerning the ongoing maintenance of the infrastructure over the duration of the leasehold.
8. Fulfilment of employment contracts for community members. If jobs are to be provided, details concerning the percentage of the overall workforce to be hired from within the community, the percentage of management positions to be hired from the community, the job training to be provided, and the internal human resource grievance mechanisms and processes available to the community if workers are mistreated or unpaid, or if company workers mistreat community members.
9. Community access and use of the leased land. Clear protections for community livelihoods and continued use of local natural resources, including where, when, how and under what circumstances the community may access, enter, pass through or otherwise use the leased land and all natural resources located therein.
10. Protections against - and compensation for - damage to the community's ecosystem and environment. Detailed requirements concerning what the company must do to avoid or minimize air pollution, water pollution, soil pollution, noise pollution, light pollution, harm to plant and animal species, and damage to historically and culturally important sites. Such requirements shall include what

the company must do to remedy such pollution if it occurs, including what damages it must pay if community health, livelihood, food security and welfare are negatively impacted.

11. Rules to regulate investors' conduct within the community and to protect against social damage to the community, including actions taken by company employees.

12. Compliance monitoring. Detailed description of the community's right to monitor the company's activities to ensure against pollution, social damages, and general non-compliance with the terms of the contract, including who, when and how such monitoring shall be undertaken and reported upon.

13. Grievance mechanisms and dispute resolution protocols. Detailed and clear description of the process by which the community and the investor will resolve any disputes that arise over the course of the leasehold, including the location, language, and procedures for any ADR or mediation process, and how decisions or agreements about grievances or complaints will be made and enforced.

14. Rules concerning communication between the community and the investor throughout the duration of the lease. A detailed plan and timeline for how the community and the lessee investor will communicate - when, where and in what language - concerning: changes to the investment or business plan; annual revenues, profits and losses, information about changes to the company's ownership or management, information relevant to environmental impacts, and other significant information.

15. Breach of contract. Detailed description of what kinds of actions or effects would count as serious and non-serious breach of the contract, as well as consequences for serious breach of contract (including termination of the leasehold), and required compensation and remedy for such breaches.

16. Assignment of rights. If the company changes ownership, a clear mandate that the new company must be bound by the existing contract.

17. Periodic review and renegotiation of the contract. If the lease is for 50 full years, at what point and under what circumstances will the contract be reviewed and potentially amended.

18. Governing law, including which laws shall apply, and how the community's customary rules will be considered.

19. End date, termination and contract renewal process. The end date of the contract and whether and how it can be renewed, the process for renewal, and how, should the leasehold end, how any improvements to the land will be distributed or disposed of, as well as the investor's duty to restore or repair the land and environment at the completion of its investment.

Third Schedule

Format for customary tenancies

Customary tenancies shall contain the following basic terms:

1. Names and addresses of the tenant and landowner
2. Basic description of the land to be occupied.
3. Duration of the tenancy
4. Consideration to be paid or given by the tenant
5. Special conditions, if any, that tenant should comply with in lieu of or in addition to the consideration
6. Whether interest of tenant is assignable or capable of devolution in the case of death.

Fourth Schedule

Format for customary land pledge

Customary land pledges shall contain the following basic terms:

1. Names and addresses of the pledgor and pledgee

2. Description of the debt
3. Basic description of the pledged land
4. Rights and obligations of the pledgee (e.g., possession of pledged land, assignment of rights)
5. Rights and obligations of the pledgor (e.g., redemption of pledged land) Special conditions, if any.

MEMORANDUM OF OBJECT AND REASONS

The Bill is divided into ten parts.

Part I which is the preliminary part deals with the interpretation and the application of the Bill. The interpretation clause defines words and phrases used throughout the Bill. The application clause stipulates that the Bill should apply throughout Sierra Leone

Part II deals with provisions relating to rights of individuals and non-discrimination. Clause 3 provides that all citizens of Sierra Leone should have the right to acquire any land that is subject to customary law.

Clause 4 provides for the elimination of all discrimination against a Sierra Leonean Citizen. It stipulates that a citizens should not be refused the right to hold, use or acquire land that is subject to customary law based on the person's gender, tribe, religion, ethnicity, age, marital status. Social status or economic status.

Part III deals with gender equality. Clause 5 stipulates that the right to own, hold, use, inherit, succeed to or deal with land subject to customary law should be guaranteed to both men and women equally. It further stipulates that any customary

law that excludes, limits or inhibits women from owning, holding, using, transferring, inheriting, succeeding to or dealing with land subject to customary law should be void. Clause 6 stipulates that land acquired by persons who are married or in a domestic relationship should be registered in the names of the husband and the wife. Upon a dissolution of a marriage a spouse should be entitled to a fair disposition of any land acquired during the marriage

Part IV contains provision on the Chiefdom Council and family land title. Clause 9 provides that the Chiefdom Council through the chiefdom, town or village area land committee should have oversight responsibility over land. Clause 10 stipulates that title to family land in the provinces should be vested in the family as a unit. It further stipulates that both male and female members of a family owning land should be entitled to the same rights and privileges irrespective of their gender, domicile, marital or other status. Clause 11 deals with collective consent. It states that where the head of a family owning land wishes to enter into any transaction he should seek the written informed consent of each male and female members of the family. It further stipulates that an officer of the District Registry before registering any lease or sale of a family land should request from leasee or purchaser the document containing the consent of the family members.

Part V contains provisions on community land. Clause 12 stipulates that title to communal land in towns or villages should be vested in the community and should be managed and administered by the Town or Village Area Land Committee on behalf of the community. Clause 13 stipulates that title to communal land in a chiefdom should be vested in the people of the Chiefdom and should be managed and administered by the Chiefdom Land Committee on behalf of the community

Part VI deals with ecologically sensitive area. Clause 20 provides that an authorised officer should ensure that wetland, wildlife habitats, steep slopes, old

growth, virgin forests or any other ecologically sensitive areas in the provinces are protected from degradation

Part VII deals with customary land rights and responsible investment .Clause 27 provides that the maximum land an investor is entitled to is 5,000 hectares and this is subject to the investor complying with certain conditions set out under the Bill.

Part VIII deals with investment induced displacement and resettlement .Clause 44 stipulates that land investment should be designed in a manner as to avoid displacement and resettlement of a community. It further stipulates that the full cost of displacement and resettlement should be borne by the investors except in the cases of natural disaster. It also provides that resettlement should not result in the deterioration of living conditions for the inhabitants of the community. The investor is required to draft a resettlement action plan and submit it to the relevant government agency for approval .

Part IX deals with settlement of land disputes. Clause 46 stipulates that land tenure disputes arising within the community may be referred to the Town or Village Area land Committee or the Chiefdom Land Committee for resolution

Part X deals with miscellaneous provisions .

DR TURAD SENESIE,
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SEPTEMBER, 2021
FREETOWN.