

The owners change, grievances remain

**Monitoring report:
Sunbird Bioenergy Mabilafu Project
(formerly Addax)**

Sierra Leone, September 2017 – August 2020



BREAD FOR ALL





The Sierra Leone Network on the Right to Food (SiLNoRF) was founded in Sierra Leone in 2008 as a network of 16 civil society organizations (CSOs) that promote the Right to Food and food security in the country through community mobilization, capacity building, research and advocacy for responsible land governance. The network also monitors and documents the impact of multinational companies' operations on the livelihood of rural communities. SiLNoRF has accompanied Addax Bioenergy Company Ltd, now Sunbird, since their launch and has since then closely followed the evolution of the investment.



Bread for all is the development service of the protestant churches in Switzerland. Bread for all is dedicated to bringing about new models of food production and economies in all regions of the world. Achieving this goal depends upon cooperation between people, the respect for human rights and a value for natural resources. A profound change in the structural and legal framework or society is needed in order for new forms of production and nutrition to develop. Bread for all has been working very closely with SiLNoRF to support people affected by the Addax Bioenergy Company.

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Main author:

Joseph Saffa (Msc. International Relations), Right to Food and Land Rights Expert in Sierra Leone, Former Research and Monitoring Officer for SiLNoRF

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Sunbird Bioenergy in Sierra Leone

The owners change, grievances remain

Executive summary



This monitoring report provides evidence-based information on the operations of Sunbird Bioenergy (Mabilafu Project) for the period of September 2017 to August 2020.

Current situation

The Sunbird Bioenergy Mabilafu Project in Sierra Leone grows mostly sugar cane for the production of bioethanol and alcohol. The 32-Megawatt Biomass Plant is no longer producing electricity for the Sierra Leone market. → chapter 2.1

Ownership changed again

The company in Sierra Leone was established by the Swiss-based Addax Bioenergy. This investment would not have been possible without large loans by development banks. The company was later taken over by Sunbird Bioenergy Africa. The current owner is the Browns Investments Plc, belonging to a large Sri Lankan conglomerate called Lanka Orix Leasing Company. When this last change happened, it became apparent that there is a major loss (-60%) in total equity value of Sunbird Bioenergy Sierra Leone compared to 2011. → chapter 2.1

COVID-19: sacking people without benefits

Sunbird Bioenergy took a hard hit when the 2019 novel coronavirus restrictions were implemented by the Sierra Leone government. Many permanent employees who had worked for the company for over eight years were terminated, without the appropriate benefits defined by the laws of the country. Seasonal workers were immediately terminated. The consequences have been grave for local communities at a time when the country faces tremendous hardship. → chapter 2.2

No jobs, no land

This current massive loss of jobs due to the coronavirus and the interruption of electricity production add to the impoverished conditions of community members which already could barely afford daily sustenance. In addition, salaries have frequently not been paid on time, causing unrest to employees whose livelihoods are negatively impacted by these delays. This hits communities hard as their lands are still leased out to the company. → chapter 2.7

No communication with communities

Formats that allowed a certain communication with communities, such as village level community meetings or multi-stakeholder meetings are no longer held regularly. As a result people are not adequately informed about the company and even left out. Information passed on to few representatives at meetings conducted by Sunbird is failing to trickle down to communities. → chapter 2.3

Food security decreasing

The company has driven farmers away from farming reserve lands not used by the company. The exclusion of communities from using these lands is decreasing food production, which subsequently causes food insecurity. Additionally, earlier farming-support programmes no longer work. → chapters 2.4 and 2.5

Blaming people for devastating fires

Incidences of bush fires have been increasing over the years and are difficult to handle. Both the communities and the company suffer grave losses, with destruction of plantations and properties including homes. The company has attempted to hold communities responsible for fires without proof, instead of working on a solution. → chapter 2.6

Smashing participation in renegotiation

Renegotiated land lease agreements were signed in 2019 between landowners represented by the chiefdom councils and the company. For the first time, landowners and communities saw the contract and could participate in the negotiations, made possible through the intervention of civil society organizations. In the end however, the agreement was rushed through by the company and signed without the consent of communities, landowners or land users. The final agreement is still not available to communities or the public. → chapter 3

Rothonka: nothing but fear

The Rothonka community is just over 200 metres from the Biomass Plant, a zone demarcated by the country's Environmental Protection Agency (EPA) as unsafe for the population due to various health hazards and fire incidences. At the end of 2018, the respective paramount chief visited Rothonka and declared that the community must prepare to relocate as soon as possible. This news was a shock to the community. A month later, the company announced the relocation plan. Half a year later however, the company



The razor wire fence between Rothonka and the factory

said they had abandoned the plan, leaving open the question of how the dangers to the community are dealt with. → chapter 4

Bringing research back

There is plenty of research on this project. However, communicating scientific findings back to the people is not always successful. A thorough review of scientific literature in this report attempts to fill that gap to help policy work. → chapter 6

People keep resisting

This report shows that such large-scale land investments are by no means a sustainable option for local communities. While companies and elusive investors buy and sell the plantation, the people remain on the land, exposed to the negative consequences. And they keep resisting. → chapter 5

Recommendations

The government of Sierra Leone, the local governments and the company must listen to the peoples' demands and act accordingly. For the government, this includes making sure peoples' fundamental rights are respected as well as investing resources in alternative ways of farming, like small scale farming which offer a sustainable livelihood for the people. → chapter 5

1. Introduction: Owners change, plantations remain

1.1 Introduction

While owners of the sugarcane plantations around Makeni and the adjacent factory keep changing, the people remain and carry the risk and the negative consequences of land deprivation. The plantations are now called “Sunbird Bioenergy Mabilafu Project” and since 2019 have had new majority owners: Sri Lankan business tycoons in collaboration with Browns Investments Plc. This is the second time that people had to contend with a new company occupying their land, and communication with these companies has been deteriorating.

“This is the second time that people had to contend with a new company occupying their land, and communication with these companies has been deteriorating.”

The project started in 2008, when Addax Bioenergy, a Swiss-based subsidiary of the Addax and Oryx group, initiated the Addax Bioenergy Sierra Leone Project. The project aimed to produce ethanol on 54,000 ha of sugarcane plantations and was heavily supported by public development finance institutions. In June 2015, shortly after it went into operation, Addax Bioenergy Sierra Leone scaled down its operations in Makeni, relinquishing significant amounts of land back to landowners. The company now holds 23,500 ha of land. After more than one year, a new buyer was found: Sunbird Bioenergy took over and started running the project in their own way.

The project, when it started, was intensively researched, promoted and financed as a showcase project. It received high loans from several development banks (such as the German DEG, the Swedish Swedfund, the Dutch FMO, the Belgian BIOS or the African Development Bank) – without which the project could never have been realized. The total financial investment into the Addax Bioenergy project in Sierra Leone was earlier documented as high as 493 mio USD, but is now shown as 361 mio USD. About half of it was made by development finance institutions.¹ Before the company was sold to Sunbird Bioenergy, these debts were apparently paid off by Addax. The development banks have deviated from international guidelines and did not tackle the harm done to people.² This case has shown that their commitment is more to their client Addax and shareholders instead of people who are affected by this project.

When Sunbird took over, international interest in the project has been fading, while the affected people continue to deal with the consequences. In order to understand the long-term effects of such investments and to do effective policy work, it is necessary to keep listening to the affected communities and to document their situation.

This report will first give an update on the situation on the ground. Second, it will offer insights into the (ultimately non-participatory) process of renegotiating the land lease contract. Third, it will narrate the story of Rothonka community on the verge of relocation. Fourth, it will briefly introduce the new owners of Sunbird Bioenergy in Sierra Leone. Finally, there is a summary of the extensive literature from both academics and NGOs on this project.

1.2 Methodology

This is the sixth monitoring report published by SiLNoRF and Bread for all since 2010. The study was undertaken in Mara, Makari, and Bombali Seborá chiefdoms in Bombali District where Sunbird Company operates. This report is based on the following data collection methods.



SiLNoRF data collectors are regulars in the communities

SiLNoRF regular field visits to communities

SiLNoRF employs field staff called ‘community mobilizers’, who have spent many years in the field. On a weekly basis, they gather information on the food security and land rights of affected communities in the Sunbird operational areas. The community mobilizers are trained to conduct community meetings, individual interviews, focus group discussions and conflict resolution on land right issues.

Multi-stakeholder engagements

From 2017 to 2020, SiLNoRF organized several multi-stakeholder engagements which informed the writing of this report. SiLNoRF also attended multi-stakeholder events financed by the company and organized by the University of Makeni (Unimak). SiLNoRF organized two multi-stakeholder engagements on the relocation of Rothonka in 2019, and also organized several meetings on the renegotiation of the land lease agreements from 2018 to 2019. All these engagements were used to compile this report.

Worrehyeama, Rothun, Maronko, Lungi Acre, Yainkasa, Rothonka) from 2 to 5 April. Other key stakeholders were also interviewed.

Additional field visits

Finally, two field visits were conducted to supplement previously collected data and to understand recent developments regarding the company's operations. This involved qualitative interviews of key community and district level stakeholders and community meetings.



SiLNoRF and Bread for all engage the Rothonka community

Joint field visit by SiLNoRF and Bread for all

The information was corroborated and confirmed by two joint research visits by SiLNoRF and Bread for all in 2018 and in 2019. In 2018 the team visited six communities (Rothonka, Man-man, Romaro, Worreyhema, Mara, Ropor-tor) from 3 to 6 September. The team also visited the company and held a meeting with the general manager and other officials of Sunbird on 3 September 2018. They met with key stakeholders of the project including the paramount chief of Mara and the senior district officer, Bombali. In 2019. The joint team visited the communities (Chainbundu,

In the first data collection round (25 January 2020 to 8 February 2020), 15 communities were visited in the three chiefdoms in which Sunbird operates. A total of five community meetings were conducted at Lungi Acre, Romaro, Chain Bundu, Man-Man, and Mampa, in the Makari chiefdom, while eight meetings were held at Manewa, Mataro, Madora, Komrabai Makay, Masethleh, Mayaingbain, Robala and Rothonka communities in Mara chiefdom. Another two meetings were also conducted at Mamudu and Ropor-tor communities in Bombali Shebora chiefdom. Over 50 land-owners and land-users, including youths, women and

farmers, were targeted from each community. The key stakeholders of the project were also targeted, and individual meetings were conducted in and outside of the three chiefdoms (in total, three paramount chiefs, six section chiefs, the senior district officer, the member of parliament representing the people in that area, the three landowners' committee chairmen, and the three chiefdom speakers).

The second data collection round took place in the communities from 16 to 23 August 2020, following the COVID-19 district lockdown in Sierra Leone. The team collected data on the impact of COVID-19 on the operations of the company and the communities. A total of 15 communities were visited (Chain Bundu, Lungi Acre, Romaro, Mampa, Rothun, Laminaya, Makay, Mataro, Roportor, Kiamp Kakolo, Masethleh, Worreh Wanda, Man-Man, Rothonka, Tiama). The team also met other stakeholders including the paramount chief of Mara and section chiefs in the operational areas of the company.

Communication with Sunbird

The team has had regular communication with Sunbird's social affairs manager. The social manager frequently referred the team to the CEO for such information, but most attempts to obtain more detailed information were unsuccessful. Where possible, the team integrated the views of Sunbird in the report.

2. On the ground: COVID-19, fires and redundancy

This chapter will deal with the current situation in the operational communities of Sunbird, discussing issues that matter most for the communities. It starts with an update on Sunbird's current operations and ownership, then explores the impacts of the COVID-19 measures and finally outlines major issues for communities, including the lack of communication with and support from the company, bush fires, land use conflicts and employment.

2.1 Who is Sunbird Bioenergy Sierra Leone now?

The current operations

Sunbird Bioenergy leases 23,500 ha of land, of which 10,000 ha are developed under sugarcane and 2,000 ha under cassava.³ The land is cultivated as large-scale plantations; the outgrower programme announced in 2017 never materialized. Sunbird had employed over 5,000 people in Sierra Leone, but this figure was reduced to only 2,000 people because of COVID-19.

The project started off as a plant producing bioethanol for export and electricity for the Sierra Leonean market. Although the provision of electricity to the national grid had been paused at the time of writing, the company still produces biofuel and has recently commissioned an Extra Neutral Alcohol (ENA) plant to produce alcohol from the sugarcane.

Both the bioethanol and ENA are sold in Sierra Leone but are also exported to Europe. The company claims to have sold over 96% of alcohol for the production of hand sanitizer to fight the 2019 novel coronavirus.⁴ The company has installed another 7 million litres bulk ENA storage to a total of 27 million litres of storage.⁵

Electricity production

Sunbird Bioenergy speaks of a 32 MW biomass power plant at Mabilefu in one of the project communities. The electricity project was a key promise, as the country had serious challenges in electricity production. The aim was to supply 20% of country's total electricity to the national grid. In 2014, the company supplied power to the national grid, but production was short-lived and had to stop during the Ebola outbreak. Sometime in 2018, the company also produced and sold

electricity to the national grid. The amount produced and sold to the government at each point has not been made known to the public.



The Sunbird biomass factory to produce electricity

However, when the new government of Sierra Leone took power in 2018, they discontinued the contract with Sunbird, citing the huge cost of electricity demanded by the company, which for them was not sustainable, especially considering that cheaper electricity was available from other providers. This did not go down well with the company and stakeholders who were dependent upon the project for their livelihoods. It was evident that the company needed the government to pay for the electricity, and when this was not forthcoming, employees' salaries were delayed. Land lease payments to chiefdom authorities were also held by the company until they received electricity revenues from the government.

A new buyer

The majority owner of Sunbird Bioenergy Sierra Leone is Grey Reach Investment, which holds 75.1% of Sunbird's shares. The rest (24.9%) is still owned by Addax Bioenergy. Therefore, it is still the Swiss-based billionaire Jean Claude Gandur,⁶ who made his fortune with oil, who controls a considerable part of the company in Sierra Leone.

Grey Reach Investment is a holding company whose only asset is 75.1% shares of Sunbird Bioenergy Sierra Leone. At the time when Grey Reach bought the Sierra Leonean operations

from Addax Bioenergy in 2016, the owners of Grey Reach were Sunbird Bioenergy Africa Ltd. and Faber Capital (an investment company mainly active in the United Arab Emirates, India, Sri Lanka and Singapore). Sunbird Bioenergy Africa, registered in Mauritius, mostly holds or manages cassava plantations in Zambia, Nigeria, Zimbabwe and now Sierra Leone.⁷ A key figure is Richard Bennett, a British citizen,⁸ founder and chairman of Sunbird Bioenergy Africa, who has been the director of the project since its inception under the ownership of Addax Bioenergy.

In May 2019, a Sri Lankan company named Browns Investments Plc bought 66.67% of Grey Reach Investments. With this move, Browns Investments now owns just over 50% of Sunbird Bioenergy Sierra Leone (Browns bought 66.67% of Grey Reach and owns 75.1% of Sunbird Bioenergy Sierra Leone). The new majority owner also seems to be gradually taking over management and has put in place a new team of managing directors.

Collapsing net worth

When Brown Investments Plc took over Sunbird Bioenergy Plc, in 2019, the new buyer acquired 50% of the company's equity for only 30 mio USD.⁹ This means that the total equity value was 60 mio USD in 2019. This is a major loss of value (-60%) compared to 2011, when the company's equity was worth about 150 mio USD. Thus, about 90 mio USD of equity have been lost.¹⁰

“There is a major loss of value (-60%) compared to 2011, when the company's equity was worth about 150 mio USD.”

This is even more staggering when considering the financial investments that several development banks (such as the German DEG, the Swedish Swedfund, the Dutch FMO, the Belgian BIOS or the African Development Bank) made in this project. The total financial investments into the Addax Bioenergy project in Sierra Leone was earlier documented as high as 493 mio USD, but is now shown as 361 mio USD.¹¹ About half of it was made by development finance institutions.¹²

Before the company has been sold to Sunbird Bioenergy, these debts were apparently paid off by Addax – during the same period when Addax Bioenergy scaled down its operations for financial reasons.¹³ At the same time, the company failed to provide timely information on obvious risk of failure and the eventual closure of the project to the affected communities. Also, the company did not, during the time of the

scale down, support people who suffered severe consequences, having lost both their jobs and their lands.¹⁴

The high investments in this project combined with its loss in value strengthen the argument that these large-scale monocultures in the hands of big companies are in no way “sustainable” development. We must invest in better, alternative ways of farming.

Browns Investments and micro finance

Under more detailed examination of Browns Investment, the story becomes even more complex. Browns Investment did not buy its stakes in Grey Reach directly. Rather, Browns Investments is the ultimate holding company of B Commodities ME (located in United Arab Emirates), which acquired Grey Reach in 2019. Upstream, Browns Investments is owned by Lanka Orix Leasing Company (LOLC), one of the biggest business conglomerates in Sri Lanka. LOLC is highly diversified and active in renewable energy, construction, manufacturing, trading, agricultural inputs and plantations.¹⁵ LOLC is owned by the Nanayakkara family, a powerful business family in Sri Lanka.¹⁶

The LOLC Group is the biggest non-banking financial institution in Sri Lanka – and is an important player in the micro credit business in many South East and South Asian countries. Less well-known than the large land acquisitions, microfinance is a big factor in land dispossession. Because many microfinance institutions have moved from the former collateral-free model towards individual mortgages secured by land titles (or other household assets), debtors lose these lands if they cannot fulfill their financial obligations.¹⁷

LOLC is a big player in Cambodia, where microfinance sector has a severely negative impact on the people. A recent report documents this situation.¹⁸ The report, for example, tells the story of a farmer and a loan by LOLC. The farmer took a 3,000 USD loan from LOLC Cambodia to plant pepper and rubber trees. When payment was due, his crops had failed. LOLC pushed him to borrow from a private lender they introduced him to. Due to the high interest rates, he initially resisted, but then eventually agreed when LOLC officers threatened with legal action. Later, he struggled to repay the private lender, even with drastic measures such as eating less. He was therefore obliged to take out a further loan from another microfinance institution (MFI) and to sell some land to pay the private debt. Eventually, falling behind on payments for the other MFI, the farmer was forced to sell his land to a buyer suggested by the MFI. The report gives another, shocking example of an entire family that had to sell themselves into debt bondage after being unable to repay LOLC. This shows that

unlike land grabs, debt operates as a hidden, coercive means of land dispossession.

“Unlike land grabs, debt operates as a hidden, coercive means of land dispossession.”

Interestingly, LOLC is also where the development banks return to the picture of the sugarcane plantations in Sierra Leone. Development banks made the initial investment by Addax Bioenergy in Sierra Leone possible, and now the new majority owner LOLC has enduring business partnerships with developmental organizations across the world (including the German DEG, the Austrian OeEB, and the Swedish Swedfund).¹⁹ As far as the report’s authors are aware, no microfinance is advertised in the Sunbird operational areas. If such promotion should start, however, it is crucial for people to learn from experiences in places like Cambodia.

2.2 The impacts of COVID-19

Livelihood losses

The first confirmed case of the coronavirus was reported in Sierra Leone on 31 March 2020. When the second case was reported on 1 April 2020, the government announced a three-day national lockdown beginning on 5 April. Consequently, citizens all over the country were not permitted to leave their homes. In the ensuing weeks, cases rose, and by the end of April over 120 cases had been reported, with seven people succumbing to the virus. The government introduced new measures: inter-district movements were restricted, and a nationwide curfew was imposed. The coronavirus, as elsewhere, brought significant social and economic hardship, including the cessation of schools, businesses and public gatherings.

In the operational communities of Sunbird, where extreme poverty is prevalent and visible, the situation quickly deteriorated. The measures instituted by the government for curtailing the community spread of COVID-19 have had serious effects on peoples’ livelihoods in the concessional communities of Sunbird, including hunger and suffering due to lockdowns and the closure of periodic markets (luma), which resulted in an increase in commodity prices.

For smallholder farmers whose sustenance depends on farming, COVID-19 has affected the traditional practices of mutually supportive communal farming, where farmers help each other on the farm. During COVID-19 many people have worked individually, limiting their ability to work vast areas of land, while others have been unable to farm due to lack of money to buy seedlings.

The travel restrictions (curfew and inter district lockdowns) also significantly affected petty businesses which resulted in a disproportionate increase in travel costs from one location to the other. A 28-year-old petty trader at Chain Bundu, Maseray Daniel Kabia, who is married and has four children, told the data collectors about a significant increase in the bike (okada) fare from Makeni, from just Le 30,000 before COVID-19, to approximately Le 50,000 since COVID-19. External support from relatives and families living in bigger cities and out of the country in the form of remittances was interrupted due to COVID-19 restrictions. Among other factors, these have resulted in a marked decrease in food consumption.

Constraints of the company

In July 2020, the CEO and the management of Sunbird met with politicians and chiefs (the northern resident minister, ward councillors, section chiefs, landowners, chairmen landowners’ committee, the paramount chiefs of Bombali Shebora and Mara and the regent Chief of Makari) for a high-level stakeholders’ meeting in Makeni. During the meeting, the CEO of Sunbird said that the company was experiencing serious financial losses due to COVID-19 and the associated restrictions. According to the company, over 11.5 million litres of ethanol were produced and placed in tanks which were overfilled, and the company was not able to sell them due to market failures. As a result, the production of ethanol had stopped (see response from Sunbird on this issue²⁰). The paramount chief (PC) of Mara added that the company’s sugarcane, worth millions of US Dollars, had perished due to travel restrictions. Their second source of income had been electricity production, sold to the Sierra Leonean national grid for distribution, which had also stopped (see above).



Sunbird factory

During the meeting, the company also asked the stakeholders present to grant permission to pay just 50% of the annual land lease payment to landowners. The stakeholders present

asked the company for a broader consultation in the three chiefdoms before such a decision could be accepted. The consultations were held on 15 July and the 50% land lease payments were paid on 5 September 2020.

Redundancy payment of terminated workers

In the same meeting, the company revealed that as a result of the constraints, only 2,000 employees from an original total of over 5,000, would be retained. The rest would be laid off. Sunbird subsequently terminated many permanent workers, most of whom were issued their termination letters in June 2020 (see response from Sunbird on this Issue²¹). It is not clear how many employees were terminated: the Sierra Leone legal aid board suggests perhaps over 600 workers.²² 42 of those who were terminated reported being angry because they were not paid the redundancy compensation to which they were entitled by the Sierra Leone gazette of collective agreement of the ministry of labour and social security act of Sierra Leone.²³

“42 Workers have not been paid the redundancy compensation to which they were entitled.”

This document sets out the general conditions of service, including rates of wages and salaries for all categories of workers/employees employed in the agriculture industry in the Republic of Sierra Leone. A redundancy package must be granted to workers who have been employed by the company for over a year. The employees reported this matter to the Sierra Leone legal aid board on 19 June 2020 for recovery of redundancy and other benefits. The legal aid board is primary responsible for giving legal services to vulnerable members of society.

The legal aid board says they wanted to support these workers by bringing both parties together for a legal settlement. Sunbird, however, took the issue to the ministry of labour. The ministry called for the stakeholders of the project and the workers union to have a dialogue. The ministry supported the company’s non-payment of the redundancy benefit due to permanent workers (see response from Sunbird on this issue²⁴). This is in contravention of article 22 of the redundancy compensation in the aforementioned gazette. When the ministry got involved, the legal aid board declined to pursue the matter to court because of the memorandum of understanding between the government and the legal aid board preventing the prosecution of cases where the government is involved.



Complaint letter from sacked permanent workers to the office of national security

The workers are left disappointed and have vowed to pursue the case themselves through the workers union. One worker, who met with the research team, expressed great dissatisfaction with the decision to terminate them without the appropriate benefits, after working for the company for over 8 years. The decision will negatively impact his life at a time when it is increasingly difficult to find jobs. The workers union has also suggested they will pursue this case themselves to the court if the Legal Aid Board refuses to help. The workers union has also reported the case to other key institutions in Sierra Leone including the Sierra Leone office of national security, as the letter (depicted on this page) shows.

2.3 Communication with the communities

Generally, there are two sets of institutionalized community engagements by the company: the village level committee (VLCs) meetings and the multi-stakeholder forum (MSF). Both of them fail to create a meaningful and participatory exchange.

The VLCs used to be conducted by the company at the community level every month. The company chose to visit communities that have reported problems and hold a meeting with a cross-section of community representatives. This comprises local authorities, elders, women and youths. VLCs meetings are sometimes held in clusters where two or more communities converge at a specific community to meet with the company officials and discuss problems. The company also uses the VLCs to communicate important information from the company to the people.

Community members confirmed to SiLNoRF that since Sunbird took over the operations from Addax in 2016, these meetings have not taken place, and the company barely engages with them directly. These interactions are important for community members to express their concerns about the overlap between the company and the communities. Community members reported feeling left out, their views no longer considered, with nowhere to express their grievances.

The MSF was organized quarterly when Addax was in operation and comprised community representatives, key project stakeholders including local authorities, government ministry departments and agencies (MDAs), CSOs and the company. MSF meetings were also convened after Addax scaled down

its operations in 2015, organized by the University of Makeni (Unimak), but sponsored by the company. Unimak does not independently organize this meeting except when requested by the company to communicate a specific update on its operations.

In 2019, the MSF meeting, to which SiLNoRF was invited, was held only once, in March. Many stakeholders were present at the meeting and were eager to gain greater insights and understanding of the company. In the end the company only gave their updates on their operations, with little time for stakeholders to discuss their own views and ask critical questions. This shows how stakeholder engagement is slowly diminishing and only happens when the company sees its own benefit.

“Community members have nowhere to express their grievances.”

The slow pace of stakeholder engagement is now causing dissatisfaction among communities and other stakeholders. There is little communication about the company’s activities, and this is viewed by the community as a departure from the constant engagement with previous owner Addax (see response from Sunbird on this issue²⁵).



Farmers growing their plantations in reserved lands

2.4 Land use restrictions

There are growing concerns from farmers about being driven away by the company from farming in the reserve lands not used by the company, but which lie in the concession area.

When Addax scaled down in 2015, people were temporarily permitted to use reserve lands that the company has earmarked for future use. Many communities took the opportunity to start farming these large areas of land. They were only permitted to plant short duration crops. Long duration crops like palm plantations were prohibited. This is because the company wants to avoid any problems in future when they come to develop the land. Farmers were only allowed to use the reserved land if they sought permission from the company.

rural communities from working in the remaining lands is causing a reduction of food production. In their perception, the people are being deprived of their right to food and land.

“Farmers have reported being chased away by company officials from their plantations in the reserved land.”

Due to insufficient fertile land, there is now a significant decrease in agricultural activities. The youth also seem not to engage in agricultural activities and communities now heavily depend on the company for their livelihood. Their only way to generate income is on the salaries and surface rent from the company. Community members report that delays in the payment of these monies will result in hunger.



Women prepare palmoil to be sold as an alternative source of livelihood

This situation completely changed in 2019 after Browns Investments Plc invested in the company. Farmers have reported being chased away by company officials from their plantations in the reserved land. This recent development aggravated the situation of communities, leaving them with less food security. According to local chiefs and community elders in most communities visited by SiLNoRF, the denial of

2.5 Support programmes out of service

In this context, company programmes supporting farming on the remaining land are important to the communities. According to community people, the farmer development service is operating but not efficient.

The farmer development service is a mitigation measure instituted by Addax. It aimed to support community farming by supplying tractors for hire from the company at affordable rates. The services met several challenges, including overburden and over-hiring of tractors and limited capacity from the company. Apparently, Sunbird was not able to properly invest in these services because of the limited availability of funds, according to frequent statements by company officials in the Unimak organized multi-stakeholder forums.

The women vegetable garden programmes also ceased to operate as the women no longer receive support from the company. Additionally, businesses established by women around the factory sites and in communities also drastically reduced as the company scaled down its operations, all to the detriment of the communities.

2.6 Blaming people for fires

Bush fires are not unusual in these areas and people have many ways to manage these fires, such as fire belts. With the sugarcane plantations however, fires develop a ferocity that is very hard to fight. The fires have become a major challenge for the communities affected by Sunbird, destroying community properties but also company property.²⁶ By March 2019, for example, Sunbird had reported over 33 fire incidents in their operational areas since the beginning of that year.



Fire destroys farmers' food crops

It is unclear exactly how these fires are started. There are, however, several speculations and accusations both from the company and the communities. Sunbird claimed that most fires were not accidental. In the MSF forum in March 2019 they said that most fires came from community farms. The communities report that the company accuses them of

causing the wildfires through clearing and burning of the bush to make their farms.

These claims can not be verified because no evidence has been presented. Despite that, the company argues that the communities should take responsibility for the fire outbreaks and pay for any damages incurred by the company (see response from Sunbird on this issue²⁷).

The claim that community members would negligently start these fires is far-fetched. The company employs community members to cut elephant grass to combine with the sugarcane. This means that the people also need the grass for their livelihood, and they have no interest in burning it. The councilor of the constituency in the same MSF meeting said his people were always willing to cooperate with the company in terms of fire prevention and security. The Paramount Chief of Mara even said his chieftom came to the assistance of the company to contain some of the fires, which also negatively impact their own livelihoods.

“Before the company came, there were even more wildfires. They are reducing but are more difficult to handle. The company blames us, but the company itself does not do anything serious.”

Elderly woman at Worryema

These fire incidents have also led to the loss of private property in the communities. 24 houses were burnt in Makontho, Gbom-ka, Pa Foday and Laminaya villages, resulting in a displacement of at least 17 households. Farmers, both within and outside the project area, lost a huge amount of their harvest in the fields especially in Bombali Seboria chieftom. Community people lamented that most of these fires started in the sugarcane plantations and engulfed their communities and their plantations. The fires from the sugarcane are so powerful that communities have no means to control them, so they quite often become overwhelming. An elderly woman in a community meeting at Worryema village said, *“Before the company came, there were even more wildfires. They are reducing but are more difficult to handle. [They are] possible to handle only if the company would have very strong firefighting units. The company blames us, but the company itself does not do anything serious.”*

The majority of people in these communities are small scale farmers who depend on their farm produce for their livelihood; they also sell the produce to pay for their children's education. When the fires occur, some children are no longer able to go to school, while others must be sent to urban

centres to foster parents. Accommodation is a significant challenge as ten to fifteen people are accommodated in a very small zinc house. The community men often mobilize themselves to rebuild the burnt house but getting the thatch, sticks and ropes is very challenging as everything is burnt in the fires. They get no support from the company even when the fires which come from the sugarcane plantations destroy their homes and farms.

only one fire truck and is unable to respond to many simultaneous fire calls.

The views of the communities and local authorities are that rather than blaming people, the company should do more to protect their own plantations from fire. Both the community members and local authorities are always willing to cooperate with the company to prevent and stop fire outbreaks, as this is in everyone's interest.



Fire destroyed company plantations and community farms

The local authorities, as a way of showing support to the company, introduced a by-law in 2019 preventing communities from starting fires for various purposes like charcoal burning, and from smoking around the pivot areas. The communities are not satisfied with the bylaw because they were never consulted in the drafting of the law, and the laws were imposed on them by the local authorities.

In addition to the by-laws, the local authorities have established voluntary youth fire force groups of about 30 each in all communities. The purpose of these groups is to respond quickly and effectively to any fire outbreak in the communities and in the plantations. This is because the company has

2.7 Lost jobs and delayed salaries

This report does not have the exact number of people currently employed by Sunbird. Such data are only available when the company (the sole source of the information) wishes to disclose it. In 2018, Sunbird said that the company employed about 8,000–10,000 people directly and indirectly, working in the factory and on the plantations.²⁸ Direct employees include temporary and permanent workers. Indirect workers are those who are hired as grass contractors from outside the operational areas of the company or in such roles as transporters.

When the government stopped buying electricity from Sunbird, between 2500 household incomes have been lost,

according to the social affairs managers of Sunbird.²⁹ In June 2020, Sunbird stated that the company had hired about a total of 5,000 employees for various jobs in 2019, but because of the coronavirus, they had been unable to sell ethanol and therefore only 2,000 people were at that time employed.³⁰ On their website, however, Sunbird still claims to be hiring more than 8,000 seasonal workers during harvest season and claims to be the biggest employer in the region.³¹ According to our estimates, in 2019, there were about 1,800 people working for Sunbird, because it was low season. In peak season, this figure rises to between 2,000 and 3,500 employees, mainly cutting elephant grass for electricity production.

Several concerns were raised by the community over employment and working conditions in the factory and plantations:³²

a) All communities visited by SiLNoRF repeated similar complaints that it could take two months or more before salaries were paid for a one-month period; this has caused a lot of unrest in the past months as it negatively impacts their livelihoods. The company argued³³ that the government did not pay for the electricity sold to them and therefore, it has become difficult for them to pay salaries on time. The community people cannot understand why the payment from government is tied to the payment of their salaries. For them this is causing a lot of hardship and having negative consequences on their livelihood, as they have no other means of survival. A man at Manewa community in the Mara chiefdom said he had over 15 household members living with him and all of them depend on his salary for their survival. The delay in the payment of salaries is bringing a lot of difficulties to his family and they are really disappointed in the company for such treatment.

“The delay in the payment of salaries is bringing a lot of difficulties to the workers and their families.”

b) Communities also said that the company employed a lot of people who are not originally residents of these communities, while many active youths in their communities remain unemployed. For landowners this is very challenging. Because they had given away their lands they expect to be given priority in employment opportunities offered by the company, so as to compensate for the loss of their lands. This concern has been raised many times in the past with the company but has not been addressed. It pains them to see a lot of people coming from nearby towns like Makeni to do jobs like weeding and grass

cutting which they themselves would be perfectly well positioned to do.

- c) Community people complained about job portions assigned to them as a daily task. Each worker is assigned to complete weeding a space of 100 metres and even more by the supervisor, which is highly labour intensive. Workers report that they are marked absent by their supervisors on the payment voucher when the daily assigned work is not completed. A young man working for Sunbird had this to say: *“If we work two days to finish the task, we get only one day mark. If I only say that I will not be able to finish it, they suspend me from work for three days. They also suspend you if you start a task, but don’t finish it. That’s the kind of pressure we are facing in the field”.*
- d) Most employees are not provided with protective gear which has resulted in persistent snake bites. Some employees at the communities reported receiving protective gear only after consistent complaints to the company about snake bites.

To conclude, the owners of the plantations keep changing, while the situation for the affected population remains difficult. The problems of the people and the behaviour of the company clearly shows that these large-scale land acquisitions, even when started as showcase projects, are no viable option for an agriculture where communities would benefit.

3. New contract: Negotiation at an uneven table

The land lease contract of Sunbird Bioenergy Sierra Leone needs to be renegotiated every seven years. Civil society organizations tried to make these renegotiations participatory, including the landowners and -users. While it looked promising in the beginning, the contract was eventually signed without the consent of the landowners- and users and the contract is still not public. This chapter will tell the story of how this happened.

3.1 Contract renegotiation after seven years

Addax Bioenergy in Sierra Leone (ABSL) concluded three land lease agreements for 50 years with the chiefdom councils of Bombali Sebor, Makari Gbanti and Malal Mara in April 2010 and received a concession of 58,000 acres of land for the cultivation of sugar cane to produce ethanol for export. In addition, the company signed acknowledgment agreements directly with landowners to legitimize the land lease agreements. The original land lease agreement provides for the revision of rent in clause 4.2 at the end of every seven years, as required by the laws of Sierra Leone in Section 5 of the Provinces Land Act, Cap 122.

At the end of 2016, SiLNoRF and its partners started calling on the company Sunbird to initiate the renegotiation process, which was due in 2017. This was when Sunbird had bought a stake in the Addax Company and when it was unclear what this would mean for the landowners and chiefdom authorities. Sunbird finally opened the way to initiate the process. The formal renegotiation process began in November 2017 and the agreement was not concluded until May 2019.

3.2 Landowners see the contract for the first time

An MSF was held at the Sunbird factory site in Mabilefu on 3 November 2017. Major stakeholders of the project were present in this MSF and that includes representatives from the communities, the civil society (including SiLNoRF), local authorities, members of parliament, and government officials. In that meeting, Sunbird said that during the first quarter of 2017, the social affairs department informed the chiefdom council about the land lease review and sent a copy of the agreement to the local authorities to serve as a reminder that the process should begin.

Sunbird's social affairs manager said the district council should now take responsibility for initiating the process, as stipulated in the land lease agreement, and inform the company when they were ready for renegotiations to begin. The senior district officer (SDO)³⁴ was charged with the responsibility for coordinating the chiefdom councils and the landowners.

Since the beginning of the Addax operations, the legal representatives of the landowners and land-users were hired and paid for by the company. There was a clear disconnect between the landowners/users and the lawyer hired by the company. The local authorities of the people supervised the work of the lawyer on behalf of their communities. In several engagements and MSF meetings, the landowners and users demanded to be allowed to hire their own legal representatives to serve their interests.

“The landowners and users demanded to be allowed to hire their own legal representatives to serve their interests.”

In the MSF meeting, the local authorities asked the company to give them the money they had previously paid to their legal representative, so they could hire their own lawyer. The company agreed that the local authorities could hire their own lawyer to represent them. However, only 1,000 USD was pledged by the company for this purpose. In February 2018, the SDO mobilized the three chiefdom councils and community landowners' representatives and together they took a decision to hire a renowned lawyer working for legal aid board to represent the landowners in these negotiations (see comments from Sunbird on this issue³⁵).

The SDO also called on SiLNoRF to work directly with the lawyer and ensure effective participation of the communities in the entire process. The SDO handed over to SiLNoRF a copy of the signed land lease agreements of 2010, received from Sunbird in 2017. According to the SDO this is to ensure a transparent and fair process and to encourage the active involvement of the communities so that a better negotiation will take place and the views of communities will be taken into consideration.

On 4 September 2018, SiLNoRF met with the SDO, the paramount chief and a cross-section of landowners and -representatives at the SDO's office. The new lawyer was formally introduced to SiLNoRF. The authorities appealed to SiLNoRF to facilitate meetings so that the lawyer could meet with landowners and the communities at large to hear their views and to map next stages in the renegotiation process. SiLNoRF paid for the movement of the lawyer to communities and also for all the community sessions conducted throughout the renegotiation process involving the lawyer and the communities.

“This was the first time for the communities to see the signed land lease agreement and to understand the agreement, signed on their behalf by the local authorities.”

It is important to note that this was the first time for the communities to see the signed land lease agreement and they said this was the first time they understood the agreement that was signed on their behalf by their local authorities.

3.3 Insupportable flaws in the current agreement

Together with the local authorities, SiLNoRF organized two clustered meetings³⁶ at Yainkasa community centre on the 8 September and Mara community centre on the 9 September 2018. These meetings brought together landowning representatives and land users from all communities under the lease agreement with Sunbird. The goal was to discuss the agreement in detail and communicate with the lawyer who was to represent them in the land lease renegotiation. The meetings brought a renewed commitment from all sides to move the process forward and to ensure the active participation of all community members.

In these meetings the lawyer presented some of the flaws in the lease agreement requiring the attention of the communities and the need to re-calibrate them for their interest and for the interest of future generations.

a) The “Demise Premises” permitted use: following clause 2 of the agreement, the company is entitled to use demised premises for plantation, cultivation and harvesting of sugarcane or other crops, and vegetation of whatever nature, and agricultural activities including the preparation, fertilization and irrigation of soil. This right is used extensively by the company and may give rise to the introduction of crops which increase pressure on other resources including water. The clause may also be used in the future to

introduce crops which are completely unacceptable for the communities.

- b) Exclusive rights given to Addax/Sunbird to alter vegetation, roads, houses or villages: in Clauses 4.4 and 4.6, the company is entitled to several rights considered disadvantageous for the communities in social and environmental aspects. Clause 4.4 gave the company the exclusive right “to erect or remove buildings and structures; install or alter any roads, conduits and services, alter the level of land; carry earthworks; to stop up or alter any course of watercourse; reduce and remove vegetation.” Clause 4.6 gave entitlement to the company to exclusively possess villages, forests, and any other forms of the environment. According to the legal representative it may seem that the company has not used those rights but ultimately possesses the legal instrument if it, or future owners, please to do so. This makes it dangerous to uphold that provision and it must be removed in the new agreement to suit the interest of the communities and protect them from future aggression.

“The company is entitled to:

(a) erect or remove any buildings, fixtures or structures; (b) install or alter any roads, conduits or other services; ... (d) stop up or alter the course of any watercourse; (e) reduce or remove vegetation”

Lease agreement between the company and the Paramount Chiefs

- c) International Arbitration: clause 5 of the lease agreement indicates the lease shall be governed by the laws of Sierra Leone, but the same clause suggested dispute resolution and arbitration should be conducted in London. The clause also eliminates any right of appeal against an arbitration decision. Dispute resolution may be too costly for landowners and chiefdom councils if they have to travel outside Sierra Leone to seek justice. The legal representative said the chiefdom council may not have considered sufficiently before agreeing to clauses which have serious implications for them. The clause also disregards Sierra Leonean conflict resolution mechanisms. Settlement of cases outside Sierra Leone for operations conducted in Sierra Leone is not practical and therefore he will advise the chiefdom authorities to eliminate this.

After disclosing this information, the people were not only disappointed in the company but also in their local representatives and authorities for failing to represent their interest and that of future generations. The claim that Addax conducted adequate consultation and inclusive participation of communities before signing these deals was refuted by the people. They even say that they have never seen the agreements. The communities thank the lawyer for reinforcing their knowledge and their preparedness to conduct a swift negotiation with the company. They gave their full and unhindered support to their legal representative to represent them well in these negotiations, and also asked their lawyer to inform them periodically about the outcome of negotiations.

“The claim that Addax conducted adequate consultation and inclusive participation of communities before signing these deals was refuted by the people.”

3.4 Insufficient changes in the draft agreement

More than half a year after these community meetings, on the 4 April 2019, the lawyer of the communities in the Sunbird operational areas, with support from SiLNoRF, organized a meeting at the office of the SDO in Makeni. In attendance were representatives from the chiefdom councils of Mara, Makarie and Bombali Seborah chiefdoms, landowners and landowners’ committee chairmen, member of parliament constituency 33, councilor ward 107, the provincial secretary, representatives from the ministry of agriculture and forestry, the office of national security, the environmental protection agency, Sierra Leone police, civil society organizations, and other stakeholders.

The rationale of such convergence was to provide a succinct update on the next draft land lease document to the stakeholders, with reference to the reviewed clauses, to create a platform for constructive inputs into the document. The draft document would then be taken to the community people for validation and eventual submission to the company.

The lawyer informed all present that the lawyer of the company had sent him, via whatsapp, the next draft of the new agreement draft. In the meeting, the following points came up in which the people present wanted to change the draft.

An important demand is the lease fee per hectare. The company agreed upon a tentative leasing fee. The company has promised to pay 14 USD per hectare and year to the landowners (formerly 12.50 USD). Of this, 10 USD is the land lease fee based on the contract between the company and

the chiefdom councils and is therefore distributed between the landowners (50%), the local authorities (40%) and the central government (10%). 4 USD is paid as a fee based on the acknowledgment agreement and goes directly to the landowners. With the leasing fee suggested by the company, the landowners would therefore get a minor addition. The landowners were not satisfied by this minor increase.



A lawyer holds a consultative session with the community

People also contested certain provisions in the lease agreement, i.e. the exclusive rights given to Addax/Sunbird to alter vegetation, roads, houses or villages (Clauses 4.4 and 4.6 of the old agreement). People expressed their discontent that these clauses remained unchanged in the new agreement draft. The chiefdom Speaker of Mara said in this regard that *“maybe Addax was friendly and overlooked many rights granted to them in the agreement, but what about in the case that another investor comes that wants to follow the agreement to the letter? What will they do as communities when exclusive rights have been given to the company?”*

“What about in the case that another investor comes that wants to follow the agreement to the letter? What will they do as communities when exclusive rights have been given to the company?”

Chiefdom Speaker of Mara

Sunbird also proposed in the new renegotiated agreement that people are held responsible for the burning of the sugarcane if fire starts from their farmland, even without proof of who caused the fire (see chapter 2.6). The sugarcane plantations lie in vast areas of open lands to which many people have access. There are main roads in these plantations leading to other communities. This proposal to punish farmers for fires emanating from their farmlands has been

vehemently opposed by communities and almost all stakeholders.

In this final land lease review meeting, the lawyer recalled that in his earlier engagements with communities, a lot of suggestions and recommendations were made by the communities after looking into the terms of the old lease agreement and the new draft agreement proposed by the company. Now in the meeting, people commented again and repeated these demands. He explained that in a review process not everything will change exactly as demanded by the people, but he would make sure the most prominent issues of concern would be looked into as suggested and that he would engage the company's legal representative to reconsider and include major concerns from the people.



Lawyers meet with Key Stakeholders to discuss land lease agreement draft (2019)

3.5 Signing the agreement without participation

Suddenly then, at the end of April, Sunbird sent a letter to SiLNoRF and invited them to attend the signing of the land lease agreement between the company and the chiefdom council. SiLNoRF immediately contacted the local authorities and the lawyer of the communities to know how they came by the decision to sign the agreement when the draft of the agreement is not even available, and when adequate consultation is needed to circulate the draft agreement to the communities for their final comments and inputs. The lawyer said that the draft was not available to him, and that the date of the signing of the agreement had not been communicated to him either.

SiLNoRF immediately contacted the management of Sunbird raising these concerns. Sunbird decided to postpone the signing of the agreement to a later date to address these

concerns. SiLNoRF asked the company to follow the Voluntary Guidelines on the Responsible Governance of Tenure (VGGT) in line with the Sierra Leone National Land Policy 2015 that set out accepted practices and standard to involve communities at all times of the renegotiation process.

In the end, landowners were rushed into signing the agreement without the involvement of the communities. Sunbird said they could only proceed with paying the land lease fees once the agreements were signed. Additionally, some local authorities and also some company officials mounted considerable pressure on some landowners to come to a quick conclusion by signing the agreement, so they could get their monies. It is also important to note that the need for cash by some individuals presented enormous pressure on the others to come to a quick closure on the matter. There were even some talks among some company officials and local authorities that SiLNoRF was a stumbling block for people to get their monies.

“Some local authorities and also some company officials mounted considerable pressure on some landowners to come to a quick conclusion by signing the agreement.”

SiLNoRF did not participate in the signing of the agreement because the draft was still not available, and the communities were not given the opportunity to vet the agreement before their local authorities were required to sign the agreement. At the community level the people were once again not involved in the process, and the agreement signed by the landowners and the local authorities on their behalf is still not known to them. At the time of publication, the final agreement was neither available to the public nor in the registrar general's office as dictated by the laws of Sierra Leone.

3.6 People are disappointed³⁷

Communities acknowledged participation in the renegotiation of the land lease agreement at various levels. Most communities acknowledged they were fully represented during two clustered meetings organized by SiLNoRF in 2018 where the lawyer representing the landowners presented the old land lease agreement to them and discussions were held to propose ways to change the clauses which did not favour the communities.

At the beginning of the renegotiation process, there were high expectations from the communities that this would result in a positive outcome. For them, the mere fact that the lawyer had

approached them in their communities gave them the confidence in a beneficial solution. Almost all communities visited noted that they had never set eyes on the lawyers hired by Addax to represent them in the negotiation process.

People felt that they were not well represented in the process. A literate farmer at Yainkasa community during one of the clustered meetings conceded that their people were ignorant of the bad clauses in the lease agreement that they had signed. He categorically stated that *“some of us are literate but our elders normally failed to involve us during the negotiation process because of the financial benefit attached to it.”* A trader from Mara community faulted the local authorities for bad representation during the negotiation period. She said that some of the landowners who were rushed into signing the document were not those landowners who suffer the negative effects of the operations of the company.

Many people in the communities expressed their dissatisfaction over the way their representatives had conducted themselves in the renegotiation process. There are three landowner chairmen, one from each of the three chiefdoms in the operational areas, who are chosen by the communities' landowners to represent them in front of the company. According to communities, they mostly attended meetings organized by the company to discuss the agreement. It is not clear how many of those meetings were called. What is very clear though is that almost all communities felt these chairmen did not represent them well. One key complaint from the community meetings was that negotiations that took place where these men represented them were never reported back to them, nor were they updated on the outcome of those meetings.

“People are entitled to a legal representative as prescribed in the agreement, but such entitlement has been breached throughout the first seven years of the company's operation.”

Lawyer of the affected people

For the lawyer, the people are entitled to a legal representative as prescribed in the agreement, but such entitlement has been breached throughout the first seven years of the company's operation. Therefore, his work on the reviewing process would be to represent the people in the ongoing renegotiation process which was also why he made himself available at the meeting so as to have a fruitful discussion with the people. He continued that his organization's legal aid board has been providing legal representation to some of the community people who were being accused by the company of several crimes and were as such being prosecuted by the police,

including theft and disorderly conducts. He advised the company to establish community partnership for a peaceful coexistence with the people.

In the end, the way this renegotiation process went shows that the company was not interested in a meaningful participation of people. Firstly, SiLNoRF had to pay the expenses in order to make the meetings of the people with their lawyer happen. Secondly, the company rushed into signing the agreement, after having prolonged the process for over two years before. In the end, the land lease agreement was signed without the consent of the landowners and users.

4. Relocation of Rothonka: fear and no plan

4.1 Rothonka: a community risk

Rothonka suffers from the negative consequences of being located in the immediate proximity of the Sunbird factory. Their problems have never been taken seriously, let alone solved by the company, even though they are grave enough to apparently justify relocation. Relocation, however, is an extremely delicate issue, as it is never truly of their own will, because the factory is there without their consent.

Rothonka community is commonly called Tonka. Tonka is one of the 53 communities within the Sunbird Bioenergy operational areas. The community borders the company's factory site on the north and the river Rokel on the east. Tonka community people are predominantly subsistence farmers and depend on local natural resources for their survival.



Rothonka community commonly called Tonka

The challenges of the community have been evident since the inception of the Addax Bioenergy Project. The Tonka community has been faced with issues such as noise and air pollution, contamination of water resources, and bad smells from the factory's waste resources (see earlier monitoring reports). These issues have provoked community resistance. People have raised many concerns with local authorities, the company and other stakeholders and asked them to intervene on their behalf to mitigate the negative effects on their lives. Civil society organizations have also approached the company to address these challenges.

The proximity of the community to the factory has been a major problem since construction of the factory began. One of Addax Bioenergy's original project design principles was to avoid any physical displacement. Relocation of communities, though broached in the environmental, social and health impact assessment and subsequently by the country's environmental protection agency (EPA), has been consistently avoided over the years. The EPA, however, mounted pressure to consider the relocation of Tonka due to the dangers the community permanently faces from its proximity to the ethanol production factory.

4.2 Threats of relocation within three days

On Christmas day 2018, the situation took on a different dimension and this has not gone down well with the community. Tonka community members called SiLNoRF with disturbing news that their paramount chief had said they would be relocated within the next three days.

"The community reported that the paramount chief of Mara had given them just a few days to relocate to a neighbouring community."

In an emergency meeting,³⁸ the community reported that the paramount chief of Mara had given them just a few days to relocate to a neighbouring community in order to avoid any future disaster that may arise from the factory. The town chief reported that the paramount chief approached the people of Rothonka on Christmas day and issued a three-day ultimatum to relocate their community to one of the four communities which he had demarcated for them.

The town chief said, *"we the people were confused and disturbed by the news [and] pleaded with the PC [paramount chief] to give us a little time to think it over."* This generated a lot of confusion among the people who, called relatives living in other parts of the country and abroad to convey the unfortunate message. The residents were surprised by this decision, as Addax had promised never to relocate any community living in their operational areas.

SiLNoRF immediately contacted the company to verify news of the relocation. The Sunbird social affairs manager

informed SiLNoRF that though they had discussed the relocation of the Tonka community, there was no deadline for such its execution. The company therefore wished to distance itself from the declaration of the paramount chief. The fears, however, continue to grip the community.



Rothonka community meets with Paramount Chief of Mara

4.3 Official pronouncement of relocation

In the ensuing months, the Tonka community became distressed over the news of their relocation. They kept in constant touch with SiLNoRF secretariat and other stakeholders about the issue. SiLNoRF engaged officials of Sunbird, the local authorities and other stakeholders on the issue and the company decided to discuss the issue plainly (see what sunbird has to say on this issue ³⁹).

On 7 February 2019, Sunbird called a meeting at Mara community in the Mara chiefdom, inviting the local authorities, EPA, civil society organizations and a cross-section of the Tonka community. During the meeting, Sunbird's environmental officer officially revealed the company's plan to relocate the Tonka community. In his attempt to justify such a plan, he noted that as an agricultural company, they had never thought of relocating any community, because the project had been designed to co-exist with the people.

A representative from the legal NGO NAMATI contradicted the submission of the environmental officer that those who had designed the Addax project had never thought of the deleterious impacts the project would have on the people of Tonka. He argued that the environmental impact assessment conducted by the company before the inception of the project had clearly envisaged the potential risk of the Tonka community, but that the company had never relayed such information to the people.

The environmental officer also said that Tonka had been a subject of concern for the EPA when it issues the annual environmental impact license for all communities. Tonka is within the five-kilometre high risk zone from the factory. The EPA has for this reason recommended the relocation of the Tonka community for fear of the high environmental risks like noise pollution, fire, explosions, vinasse spillage and water contamination. He explained that the plan to relocate Tonka was just at the preliminary stages and assured all stakeholders that the Tonka relocation would follow due process.

“The Environmental Protection Agency fears high environmental risks like noise pollution, fire, explosions, vinasse spillage and water contamination.”

4.4 Fears about an uncertain future

The news of the relocation is still making the community restless and confused, with no further messages delivered since the announcement.

The major concern of the community is poverty. The company is powerful and can pressure the government into forcefully relocating Tonka. The people have been reluctant to take certain decisions because for fear that the community could be relocated. Several community people put plans on hold like renovating houses and investing in agriculture and schooling.

This has also fomented distrust between the community and the company and between the community and their local authorities, who they believed had not raised important issues with the company on their behalf. Tonka had therefore refused to collect the land lease payment for 2019 until certain conditions were met by the company.

“Tonka had therefore refused to collect the land lease payment for 2019 until certain conditions were met by the company.”

To allay the fears of the community, SiLNoRF organized an MSF in 2019.⁴⁰ The objectives were to ensure the active participation of the people of Tonka. The social affairs manager of Sunbird made the new position of the company clear: *“Tonka will not be relocated and there are no plans in the near future to do so.”*

But the human rights commission representative raised very relevant concerns. He was worried that if the risks were too high, then the company would have no option but to relocate



The razor wire fence between Rothonka and the factory

Tonka. He announced that the human rights commission would conduct a monitoring visit to ascertain the condition of the community and make recommendations to the government. Other agencies expressed similar concerns and urged Sunbird to follow due diligence in order to minimize the high risks the community would continue to face.

In the end, the options for the people of Tonka are both difficult: staying and facing the negative impacts and risks from the factory or being relocated and having to leave their village. None of this has happened with the people's consent. It is crucial that the company is held accountable for these consequences. The people must have the right to decide on their fate.

5. Conclusions and recommendations

This report clearly shows that the issues associated with the operations of Sunbird Bioenergy in Sierra Leone are still ongoing. After having taken over from Addax four years ago and having promised the communities they would increase their operations and bring economic opportunities to transform their lives for the better, their promises remain empty.

The company has encountered serious financial difficulties over the years, and it has not been able to make significant investments into the project. Due to the terminated electricity production and subsequently the Covid19 pandemic, thousands of people have lost their jobs. In the latter case, some employees were sacked without the appropriate benefits defined by the laws of the country. The company is using the coronavirus pandemic as an excuse and has collaborated with the ministry of labour to ensure it avoided the legal responsibilities of providing appropriate benefits to sacked long-term employees. Those who are employed report delayed payment of salaries causing problems in feeding their families.

This report shows that the company puts the food security situation of the people at risk. The communities have lost their lands to these plantations and now the company forbids them to use the reserved lands. In addition, the former agricultural support service of the company is no longer operating, even if the people are willing to pay for services such as hiring tractors. Adding insult to injury, the company blames the people for the devastating fires that destroy both property of the company and the houses, belongings and resources of the people.

This report documented the attempt by civil society organizations and affected communities to make the renegotiation of the land lease agreement a participatory process. The renegotiation of the land lease agreement started well, with communities actively participating with the support of SiLNoRF. Communities were very happy seeing their lawyer interacting with them for the very first time on critical issues and becoming familiar with the land lease agreement. They clearly rejected the most untenable clauses granting the company exclusive rights over the lands. In the end, however, the company-imposed pressure and failed to share the final draft with the communities for their consent and approval before signing it. The final signed copy is still not

accessible to the public. This process is in clear disregard of the voluntary guidelines on the governance of tenure (VGGT), the Sierra Leone national land policy 2015 and the African Union guiding principles on large scale land-based investments in Africa.

Finally, this report highlights the critical situation of Rothonka community owing to its proximity to the highly flammable ethanol factory. For years, the community has suffered negative consequences like air and water pollution; the community's proximity to the factory also poses a serious threat to their very existence. Their grievances having been largely ignored for years; they have suddenly been threatened with relocation within a few days without any preparation. Following protests, the company relented, but the problems for the community remain unresolved.

“These large-scale monocultures in the hands of big companies are in no way “sustainable” development.”

Over the years, the value of the company's equity decreased drastically. In 2019, the total equity value was 60% less compared to 2011. Thus, about 90 million USD of equity have been lost. The development banks who made this investment possible to begin with, failed to provide remedies for the affected people. They should not be called “development banks” when considering the effects of this investment on people.

This report strengthens the argument that these large-scale monocultures in the hands of big companies are in no way “sustainable” development. We must invest in better, alternative ways of farming.

Taking into consideration the concerns of the communities, SiLNoRF and Bread for all offer the following recommendations.

5.1 Recommendations to Sunbird:

- To guarantee the right to food for all communities by immediately granting reliable access to land for communities who are denied access to reserved lands the company is not using.
- To invest in the farmer development service and make these services affordable for communities.
- To improve communication with communities and major stakeholders of the project including civil society. People need to be given space to speak freely and give their opinions on critical issues.
- To adequately compensate permanent workers who were sacked during the coronavirus pandemic, in accordance with the laws of Sierra Leone.
- To reengage the communities on the final land lease agreement document. This means allowing communities, including landowners and -users, to comment on the lease agreement and include their comments.
- To determine the source of or person responsible for any fire based on a thorough investigation by the appropriate state authorities and supported by evidence. There cannot be an assumption that attributes all fires and legal responsibility for them to trespassers. The company should desist from blaming communities who are also victims of fires.
- To engage with the people of Rothonka as soon as possible. They must have the right and be given the resources to decide on their future, and whether to be relocated or not.
- To review the cost of electricity sold to the national government to meet local standards.

5.2 Recommendations to the government of Sierra Leone:

- To support communities in the operational areas of Sunbird through the ministry of agriculture and food security in small scale farming in order to guarantee their right to food. Communities have shown more interest in up-scaling farming to a level that is commercially viable and sustainable.
- To review the decision regarding the employees who were sacked without appropriate benefits and to ensure the employees' rights and entitlements are not compromised to satisfy the demands of the company.
- To support other alternative forms of investment like small scale farming to reduce reliance on multinational corporations.
- To pay more attention to the implement of the VGGT and National Land Policy in Sierra Leone.

5.3 Recommendations to local stakeholders (the chiefdom councils, the district council):

- To promote the land rights of communities at all times.
- To encourage locals to invest in other forms of business especially for women and small-scale farming in order to reduce reliance on the company at all times.

In conclusion, this report shows that such large-scale land investments are not a sustainable option for local communities, even when framed as "development". While companies and elusive investors buy and sell the plantation, the people remain on the land, suffering the consequences. And they keep resisting.

6. Review of scientific literature: Bioenergy investment in Makeni

The Sierra Leonean NGO Sierra Leone Network on the Right to Food (SiLNoRF) has authored several monitoring reports on the operations of Addax Bioenergy in Sierra Leone (ABSL). Other NGOs have also publicized the case, reporting on several negative impacts on local communities, ranging from dispossession and reduced access to land, contested food security, unequal power relations in negotiating processes, insufficient compensation and mitigation actions, precarious working conditions, and increased marginalization of vulnerable groups (Anane et al. 2011, Silnorf et al. 2012, 2013, 2014, ActionAid 2013). After the take-over of Addax by Sunbird in 2016, SiLNoRF produced two more monitoring reports (2016 and 2017) demonstrating the consequences of the shutdown and new and old problems with the subsequent owner.

Addax became one of the best studied examples of large-scale land acquisition and also many scientific studies were written on the case. However, communicating scientific findings back to the people is not always successful. To bridge this gap and make the results available for local policy work, we provide a brief literature review of mainly academic papers, as well as some NGO reports.

6.1 How was the project planned?

In 2011, right at the start, the Food and Agriculture Organization of the United Nations (FAO) praised the project for integrating “*environmental and social criteria at all levels of its business model*” (Beall and Rossi 2011). Baxter (2013a) in collaboration with the Oakland Institute criticized Addax for its unsatisfactory consideration of the recommendations suggested in the ESHIA report (ibid.: 25--27). Also, Lanzet (2016) found several violations of the IFC performance standards.

6.2 Were the negotiations fair?

Several studies show that the government was strongly in favour of the investor as it had a lot to gain. Yengoh et al. (2016) show that local leaders tended to side with the company in disputes between the local population and Addax. Lustenberger (2014) also showed that the government tends to support the investors. Marfurt et al. (2016) further argues

that Addax was able to apply pressure to make landowners sign the leases, especially as their project was endorsed not only by local authorities but by the country's president. Some villagers even reported being coerced to sign (Yengoh et al., 2016; Menzel 2015). Yengoh also showed that Addax did not ensure the English lease agreement was understood by local landowners (see also Lanzet 2016). Disputes about the land deal would have had to be presented to a tribunal in London, a trip that that would incur unimaginable expense for most landowners (Wedin et al., 2013).

Yengoh et al. (2016b) argue that at a local level, the socio-economic characteristics such as low education, power inequalities between chiefs and the community and the widespread corruption, made these regions especially attractive for large-scale land acquisition. On a larger scale the unsatisfactory governance, the poor national economic situation and the external political-financial interest would have additionally enhanced the ambiance for foreign investments.

6.3 Which lands were used and for what price?

Millar (2015b) argued that locally embedded customary modes of land use and requests for valuations of crops and plantations were delegitimized, because the villagers' memories and experiences were not seen as legitimate in contrast to Addax's data set, which was based on satellite images and GPS measurements. This increased Addax's power in the negotiations (Millar, 2015b). This is emphasized by Baxter (2013b), showing that in the company's own impact assessment, they claimed that the land has lain idle for many years and that is not favourable for the cultivation of rice. This assessment has been contradicted by local farming communities.

Yengoh et al. (2016) explain that lease fees were split between the district council (20%), the chiefdom council (20%), the national government (10%) and the landowning entities (50%). Many land users in the project area did not hold formal land titles of the land they lived off. Addax, however, only considered legal landowners with statutory ownership rights as legitimate contracting parties. This excluded women and other land users from the consultation process (Marfurt et al., 2016; Marfurt 2019; Menzel, 2015).

Hansen et al. (2016) argue that the formal land-owning-but-not-land-using households benefit from compensation and lease payments, while the landless land users do not. These risks widening the income gap between formal landowners and informal landless land users, not only by creating benefits for the formal landowners, but also by dispossessing the landless land users of their main income source, without compensation.

Negotiations were conducted with community representatives who had been elected by Addax, not by the local population (Baxter et al., 2013b). Wedin (2013) shows that Addax calculated how many calories the remaining land was supposed to provide and used a caloric baseline that amounted to only half of the caloric needs recommended by the FAO (Wedin, 2013). He says that many of the farming skills being taught to people by the company in so-called development programmes, were perceived by farmers as strange and incompatible with the traditional ways of farming. The machinery was often too expensive to rent and maintain and agricultural intensification depleted the land.

6.4 How did Addax affect local conflicts and inequality?

Kaeser (2014) was interested in the local impacts of the ABSL project and studied its local setting. He showed that even a praised large-scale land acquisition project, like that of Addax, could result in increased inequality and livelihood degradation when local settings were inadequately considered (Kaeser 2014). Baxter (2013b) argues that the company would take advantage of the prevailing traditional authority structures when electing the advisors and representatives for the communities. As a result, Baxter considers that the abilities of local communities to challenge the land lease had been highly restricted and questions the independence of the selected stakeholders.

Millar (2015a) found that “*the companies with the resources and personnel to initiate large FDI [foreign direct investment] projects in post-conflict settings are not incentivized to care whether their projects contribute to peace or to conflict, to stability or to protest, to post-conflict restoration or to inter-group animosities*” (ibid, 1712). According to the company’s own words, the main focus of Addax was to pay back the loans of the various development banks and to make profit (Millar, 2015a, 1712). Bottazzi et al. (2016) also recognized that the formalization of customary land tenure structures reinforced already existing social inequalities. The following

four conflict-types were identified: inter-familial, inter-generational, inter-village and inter-lineage.

Bottazzi et al. (2016) argue that these investments can cause conflicts, but can also contest the predominant land-based socio-political structures and could trigger societal change. While questions about control over land had led to conflicts long before Addax arrived, the sudden interest in land has increased the pressure. Both Schaelchli (2016) and Bottazzi (2016) hint at the potential for a more equal allocation of land. However, many authors also argue that the negotiation procedure was compromised by deeply rooted customary governance structures and the contracts were signed by the paramount chiefs, which itself carried risks in terms of transparency, equality and participation (Bottazzi et al., 2016; Marfurt et al., 2016; Booker et al., 2015).

6.5 Did the health conditions increase or decrease?

Knoblauch et al. (2014) compared the collected health data from ABSL area and control sites from the very beginning of the operations. Their findings showed that many health parameters in children under five years had decreased significantly at the affected sites but non-significantly at the control sites. The explanations for these changes were based on large-scale land acquisition (LSLA) induced and non-LSLA induced factors. The identified factors ranged from effects triggered by national campaigns, control programmes and free health care initiatives to LSLA. Conducive to these changes are the newly built roads that provide easier access to health care facilities and the commodification of the economy that brings in cash with which people can buy services formerly unavailable to them. Both Knoblauch and Wedin (2013) note that the in-migration of labourers has increased the pressure on the available sanitation systems. Additionally, Wedin notes that the use of pesticides has contaminated the water in the streams villagers use to wash and bathe in (Wedin, 2013).

6.6 How did the livelihoods and food security change?

Bottazzi et al. (2018) studied the livelihood impacts of the large-scale agricultural investment by comparing an area affected by ABSL and a control area (during the time ABSL was running without interruption). On the ABSL area, access to land and other natural resources had significantly declined. Agricultural produce and revenues decreased as a result by 50%. These losses were compensated, however,

through an increased wage of up to 70%. Typically, there were clear differences between landowners' and tenants' access to land and financial revenues. Landowners were generally cultivating bigger patches and achieved higher monetary incomes, both through lease mitigation and employment, as jobs were preferentially given to landowners or children of the landowners (Marfurt et al. 2016). In this way, the inequality increased.

The food and water security significantly increased in the ABSL area, although this differs greatly based on class, gender or landholding status (owner or tenant). The authors also specify that their research represented only a snapshot of the situation during the peak of ABSL's production in 2014, arguing that a large-scale land acquisition might lead to enhanced local livelihoods for certain groups of people. Nevertheless, the simultaneous decrease in land-based revenues would lead to an increased dependence on off-farm financial incomes. They argue therefore that a sudden shutdown of the company's production might cause serious problems (Bottazzi et al. 2018; also, Wedin et al.; Fielding et al. 2015) – which later happened.

Millar (2015a) calculated how much a daily meal would cost for an average local family and compared these expenses with the income from employment at Addax. The results were disappointing since the revenues were not able to cover the expenses for food or other necessities (e.g. clothes or school fees). The salaries were considered supplemental income alongside subsistence farming, rather than a replacement. This, however, proves difficult as Baxter (2013b) argues that seasonal employment mostly overlaps with the ploughing and seeding periods. Consequently, as the strongest labourers would be engaged at the company during priority farming times, this could have a negative impact on food security. This also increased the cost of labour (Rist 2016, Schaelchli 2016).

Yengoh et al. (2015a) found that food insecurity had increased and that the agricultural production had declined. The number of jobs provided were insufficient for the total number of people living in the affected communities. Vlasak's (2014) also argues that the company's compensation payments and paid salaries were not enough to meet daily needs as the food prices inflated and became unstable. While the temporarily increased availability of monetary income did not benefit everyone, prices and dependency on international food prices increased for all (see also Timbo 2015).

Schaelchli (2016) analyzes how the imaginations of people changed and how the economic and social dependence on Addax and later Sunbird increased – for better or worse. The influx of capital allowed the villagers who were given a job at Addax to send their children to school, improve their houses and get better health care. Further, Schaelchli highlighted to what extent the dependency on Addax determined the local livelihoods. When Addax stalled its operations, people had problems paying back loans, the loss of salaries stagnated advances in health care and schooling, and previously gained social status due to earned income was lost again.

6.7 What about the women?

Access to land has changed drastically for women since Addax signed the lease for the land around Makeni. Customary land rights used to allow women to work their husbands' (or relatives') and collectively held land, and independently manage their economic activities. Under these customary arrangements, women have been assigned certain rights even though they cannot hold land. However, Addax's formalization of land rights failed to take customary land use into account (Millar, 2015c, Marfurt et al. 2016).

As Millar (2015a and 2015c) and Marfurt et al. (2016) argue, women had no voice to influence the decision-making and land negotiations and experienced disempowerment and marginalization. In many cases, they were not even aware that the land they were cultivating had been leased (Baxter et al., 2013; AAD-SL, 2017). Apart from the fact that rental payments were only made to landowners and not land users, those payments exclusively reached men who already had certain power and thus further exacerbated gender inequalities. This means that women were excluded from land negotiations with Addax, and that they could not negotiate whether the land was sold, or how the compensation was spent (Menzel 2015; Millar 2015a and 2015c; Marfurt et al. 2016).

Once Addax leased the land, however, women no longer had access to it and they had to look for new plots elsewhere. Adding to women's hardship was the fact that the fields that remained in the hands of villagers were (sometimes) located further away, as were water sources. This affected their daily life, their health and their ability to provide enough food and income. Furthermore, the new land allocation prevents women from accessing natural economic assets like firewood and medicinal plants, thereby severely restricting the economic opportunities which used to empower women

(Yengoh et al., 2015a and 2015b; Marfurt et al., 2016; AAD-S, 2017).

Schaelchli (2016) found that at first, more people moved into the area because of Addax, but subsequently Addax's closure forced many men to move away in search for new livelihoods. Being then solely responsible for their families, this increased women's workload as well as their dependency on family and friends' support. Men moving out of the community without asking their wives' permission, reduced women's decision-making power.

She further says that some women report having found new sources of income by selling food to labourers or renting rooms to workers. It could, on the other hand, also lead to conflicts when women or young men earned money, while older men didn't. Schaelchli (2016) argues that this can also challenge the traditional, patriarchal and hierarchical models.

A contrary effect is caused by Addax's preference for male employees, which further diminished the number of options available to women to feed their families (Schaelchli, 2016). Combined with the devalued status of farm work compared to wage work, unequal access to employment reduced women's standing in the community even more (Yengoh et al., 2015a, Marfurt 2019). Bottazzi et al. (2018) showed that only 2% of all women were employed (compared to 20% of men) and argues that the project implementation maintained or possibly even reinforced gendered inequalities.

6.8 Aspects of the law

Bürgi Bonanomi (2015) analyzed the de jure responsibilities of the different actors involved in the ABSL case. She argues that Addax benefitted from the virtual absence of a local body of law that protects the rights of landowners and land users and also from an international human rights framework ill equipped to protect cultural and social rights. Pulver (2015) argues that Switzerland, as the home state of the AOG (mother company of ABSL), had not properly addressed their obligation to ensure that ABSL met the human rights principles in Sierra Leone.

Lanzet (2016) focused on the project as well as the development finance institutions involved, arguing that development finance institutions "*carry a considerable share of responsibility for the projects they support and to that extent they need to be held accountable for results and impact*" (ibid.: p. 35). He analyzed the performance of the project and the development banks according to several international

guidelines such as the Voluntary Guidelines on the Governance of Tenure (VGGT), the UN Guiding Principles on Business and Human Rights, the IFC Performance Standards as well as the OECD-Do No Harm Policies. He strongly concludes that "*the affected communities and their representatives are entitled to claim a damage compensation census in the 60 affected villages in the Makeni area of Sierra Leone. ... The basis of the claims is the deviation from clauses on language, non-disclosure of risks, uninformed participation as well as damage done.*" (ibid.: p. 11).

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8. Endnotes

- ¹ See endnote 11
- ² Lanzet, Peter (2016), *The Weakest Should not Bear the Risk – Holding the Development Finance Institutions Responsible when Private Sector Projects Fail. The Case of Addax Bioethanol in Sierra Leone*, published by Bread for the World and Bread for all, see: https://www.brot-fuer-die-welt.de/fileadmin/mediapool/2_Downloads/Fachinformationen/Analyse/Analyse_64_en-The_Weakest_Should_not_Bear_the_Risk.pdf
- ³ <https://www.sunbirdbioenergy.com/projects/sierra-leone-makeni/>
- ⁴ <https://www.sunbirdbioenergy.com/2020/02/01/who-ethanol-hand-sanitizer/>
- ⁵ <https://www.sunbirdbioenergy.com/2020/01/12/new-ena-bulk-storage/>
- ⁶ <https://www.forbes.com/profile/jean-claude-gandur>
- ⁷ Sunbird writes that “Sunbird Bioenergy, Faber Capital and a consortium of investors acquired a majority stake” (<https://www.sunbirdbioenergy.com/projects/sierra-leone-makeni/>) from the Addax and Oryx Group. In the corporate registry, Grey Reach Investment is listed as majority owner, the only owner besides the Addax and Oryx Group.
- ⁸ <https://www.sunbirdbioenergy.com/about/investors/>
- ⁹ Note of Browns Investments from 14 May 2019
- ¹⁰ Letter by the African Development Bank Group to Bread for the World, dated 20 June 2016; available at *Bread for all*. The letter states that the total debts of Addax Bioenergy Sierra Leone are 147.23 mio Euro; and that “the project was funded with about 44.4% equity and 55.6% debt from lenders”. This results in an equity of 117.57 mio Euro, which at that time was about 150 mio USD. This estimate of the total equity is even conservative as the data from the Corporate Affairs Commission in Freetown suggests even higher numbers.
- ¹¹ These numbers are a result of the monitoring data base of the Private Infrastructure Development Group (PIDG), that also invested in Addax Bioenergy and is based in Britain (see <http://data.pidg.org/projects/view.htm?id=1049>). In 2016, they documented 439 mio USD, but now the number has been changed to 361 mio USD. The numbers on the total investment (both loans and equity) are highly inconclusive. Peter Lanzet (2016, p. 27) has analysed the available information.
- ¹² Lanzet, Peter (2016)
- ¹³ See also Monitoring Report 2014-2016 by Silnorf and Bread for all, <https://brotfueralle.ch/content/uploads/2019/03/2016-Monitoring-report-Silnorf.pdf>
- ¹⁴ Lanzet, Peter (2016); Monitoring Report 2014-2016 by Silnorf and Bread for all
- ¹⁵ <https://www.lolc.com/about>; <https://brownsgroup.com/agriculture-plantation>
- ¹⁶ <https://www.bloomberg.com/profile/person/16228859>; <https://www.marketscreener.com/business-leaders/lshara-Chinthaka-Nanayakkara-07J5W7-E/biography/>
- ¹⁷ See e.g. Federici, Silvia (2016). “From Commoning to Debt: Financialization, Micro-Credit and the Changing Architecture of Capital Accumulation”, on <http://www.cadtm.org/From-Commoning-to-Debt>
- ¹⁸ Cambodian League for the Promotion and Defense of Human Rights and Sahkmakum Teang Tnaut (2019). “Collateral Damage – Land Loss and Abuses in Cambodia’s Microfinance Sector”, see http://www.licadho-cambodia.org/reports/files/228Report_Collateral_Damage_LICADHO_STT_Eng_07082019.pdf
- ¹⁹ <https://www.lolc.com/global-alliances>
- ²⁰ “It is evident that Covid-19 is a global pandemic that did not only deprive people of their right but also their lives. Its impact brought untold suffering to people of all race, countries and social settings. The Sunbird Bioenergy case is not an exception to the global problems that faced multinational companies during this pandemic.” (Response from Sunbird on the draft version of monitoring report- received via email dated on the 3 November, 2020)
- ²¹ “To date, as the pandemic subsides, most of those employees who were on 40% payment while sitting at home have been recalled and others terminated rehired.” (Response from Sunbird on the draft version of monitoring report- received via email on the 3 November, 2020)
- ²² The research team met with the Sierra Leone Legal Aid Board in their Makeni office in July, 2020
- ²³ Published 10 September, 2019
- ²⁴ “The issue of the aggrieved employees’ benefits was not treated in isolation. There were consultative meetings held with the workers representatives. We also contacted the Ministry of Labor who reviewed the termination procedure and advised the management of the company to do the needful and proceed with the payment. The management of Sunbird Bioenergy adhered to the advice from the Labour Ministry Payment to the terminated employees was done according to the terms & conditions of their contracts and the collective bargaining Agreement.” (Response from Sunbird on the draft version of monitoring report- received via email dated on the 3 November, 2020) In this report we have discussed this issue that Sunbird apparently used the Covid19 situation to sack permanent workers without giving them the appropriate benefits as defined by Sierra Leone laws.
- ²⁵ “These engagements are not as frequent as before especially during the course of the pandemic but the Land Monitors, Community Liaison Officers and Field officers conduct village by village sensitization and provide update on company activities on a daily basis. This process does not make room for disconnection of the communities from the company. It has clearly been understood by both the communities and the Company that they both need each other as far as this business is concerned thereby establishing a kind of mutual relationship.” (Response from Sunbird on the draft version of monitoring report- received via email dated on the 3 November, 2020). We note on this comment that the engagements were already NOT frequent two years before the Covid 19 entered the shores of Sierra Leone.

- This is a major concern of the communities since the departure of Addax, and this concern has not been addressed by the company.
- ²⁶ This subchapter is based on statements at a meeting on 9 May, 2018, when Sunbird called on SiLNoRF, the Paramount Chiefs and the Chairperson of the MSF to meet at the factory site to respond to a press release of SiLNoRF on their operations; and at a Multi-stakeholder Forum organized by Unimak on 13 March, 2019 at the Senior District Officer Office in Makeni
- ²⁷ "The issues of indiscriminate and intentional fires were discussed during the Land Lease Review process as to what should be the consequences if anyone is caught doing this act. Amidst all the huge loss from fire, no community has been asked to pay for any burnt cane to date." (Response from Sunbird on the draft version of monitoring report- received via email dated on the 3 November, 2020)
- ²⁸ On 3 September, 2018 SiLNoRF visited the factory site and held a meeting with the CEO of Sunbird and few managers of Sunbird.
- ²⁹ Statement in the MSF meeting held on 13 March, 2019 in Makeni at the Senior District Officer's Office
- ³⁰ Statement of Sunbird's CEO on the 23 June, 2020 at a meeting convened by the company at the Resident Minister's Office, where all major stakeholders were invited including the landowner's representatives, the paramount chiefs, security officers from the police and the military and local authorities.
- ³¹ Sunbird website accessed on the 26 July, 2020: <https://www.sunbirdbioenergy.com/2020/01/03/2020-sugarcane-harvest-and-crush/>
- ³² SiLNoRF organized a monitoring visit from 25 to 31 January, 2020 and dispatched a team of data collectors who engaged a total number of 1065 respondents from 15 communities affected by Addax/Sunbird operations in general.
- ³³ Statement in the MSF meeting on 13 March, 2019.
- ³⁴ The SDO is the Government's administrative representative of the district.
- ³⁵ "With regards the renegotiation of the Land Lease Agreement, please note few things: The communities kicked against the company hiring a lawyer for them. At the end of the day, nobody volunteered to hire a lawyer. The Senior District Officer catered for one and the company agreed to pay \$1,000 to the lawyer after the process. The hired lawyer informed the committee that, he took the agreed document to the communities for approval and have been signed by the Registrar General's Office." (Response from Sunbird on the draft version of monitoring report- received via email on the 3 November, 2020). We note on this comment that Sunbird is rather referring to their own hired lawyer that represented the company. We have no information that the said lawyer visited the communities; we can say that he very likely never visited the communities. The amount given by the company to the communities to hire their own lawyer is a meagre amount to hire the services of a lawyer in Sierra Leone. We see this as a way for the company to discourage the communities from adequate representation in the negotiation process.
- ³⁶ Clustered meetings are organized bringing two or more communities to one meeting. Community people normally choose their representatives and send them to attend on their behalf.
- ³⁷ In January 2020, SiLNoRF organized a field research. The team visited about 15 communities in the operational areas of Sunbird. SiLNoRF also solicited the reactions of the communities on the renegotiation of the land lease agreement.
- ³⁸ SiLNoRF's Secretariat called for an emergency meeting with the community on 27 December 2018 to obtain detailed information.
- ³⁹ "The Tonka relocation is a long term plan as there are still some Social issues that need to be addressed. Issues like the alternative area where the people have agreed to move into. The location of Tonka is something we need to think about. If you take them behind the river which is also part of their land, you have relocated them to Malal chiefdom in the Tonkolili District. When you take them over the stream close to Laminaya they are again in Makari chiefdom. Both the Section chief of their section and the paramount chief of the chiefdom are not ready to see their subjects leave Mara chiefdom and Bombali District for any outside location. Another major and paramount issue is funding as the company is still struggling financially. The Company needs to hire a private consultancy firm that will do a social impact study including survey which will guide the process as standard predict. So it's certain that the relocation will not happen anytime soon." (Response from Sunbird on the draft version of monitoring report- received via email on the 3 November, 2020). This comment also confirmed what we have discussed in the chapter.
- ⁴⁰ On 4 September, 2019, SiLNoRF invited key stakeholders of the project including Sunbird and local authorities, some government ministries, departments and agencies (MDAs) and NGOs.