

# STATUTORY INSTRUMENT

*Supplement to the Sierra Leone Extraordinary Gazette Vol. Vol. CLXIV, No. 65*

---

*dated 20th October, 2023*

---

## THE CUSTOMARY LAND RIGHTS REGULATIONS, 2023.

### ARRANGEMENT OF REGULATIONS

#### Regulations.

#### PART I - PRELIMINARY

1. Definitions.
2. Application.

#### PART II - STANDARDS FOR INVESTMENT INDUCED DISPLACEMENT AND RESETTLEMENT

3. Disclosure of information to concerned community.
4. Persons to consent to displacement.
5. Content of studies and instruments required.
6. Five-year guarantee.
7. Power to approve investment-induced displacement.

#### PART III - PROTECTION OF ECOLOGICALLY SENSITIVE AREAS

8. Prohibited activities.
9. Determination of buffer.
10. Run-off or spillage of toxic or harmful substance.
11. Report of observable changes or harm to ecologically sensitive area.

#### PART IV - PREVENTION OF LAND STRESS

12. Land to be registered before negotiations.
13. Lease term limit.
14. Non-application of Part.

**PART V - CUSTOMARY LAND RIGHTS AND RESPONSIBLE INVESTMENTS**

15. Regulation of single lease agreement with multiple land-owning families or communities.

**PART VI - RECORDING LAND TRANSACTIONS**

16. Records of transactions to be kept.

**PART VII - LEASE-RELATED DISPUTE RESOLUTION: ARBITRATION AND  
MEDIATION**

17. Arbitration may be designated.

**PART VIII - CO-MANAGEMENT OF ECOLOGICALLY SENSITIVE AREAS**

18. Committees to manage ecologically sensitive areas.

**PART IX - INFRINGEMENT AND PENALTY**

19. Infringement and penalty.

Schedules

STATUTORY INSTRUMENT No. 12 of 2023

Published 20th October 2023

THE CUSTOMARY LAND RIGHTS ACT, 2022  
(ACT NO. 20 OF 2022)

Short title

THE CUSTOMARY LAND RIGHTS REGULATIONS, 2023.

In exercise of the powers conferred upon the Minister responsible for land under section 47 of the Customary Land Rights Act, 2022, the Minister hereby makes the following Regulations -

PART I-PRELIMINARY

1. In this Act, unless the context otherwise requires - Interpretation
- "Act" means The Customary Land Rights Act, 2022 (Act No. 20 of 2022);
- "arbitration" means a commercial arbitration whether or not administered by a permanent arbitral institution;
- "authorised officer" carries the meaning in section 1 of the Act;
- "boliland" means lands that are flooded in the rainy season but dry in the dry season;
- "carbon investments or projects" mean investments or projects that aim to preserve wetlands, wildlife habitats, steep slopes, old growth or virgin forests, or other ecologically sensitive areas;

"co-management" means the joint control or management of ecologically sensitive areas by a Village Area Land Committee, Chiefdom Environment Committee, or Chiefdom Council Committee and the responsible government agency based on agreed terms;

"displacement" includes physical and economic displacement;

"ecologically sensitive area" carries the meaning in section 1 of the Act;

"foreign company" means -

- (i) a company incorporated under the laws of Sierra Leone in which the majority shares are not held by citizens of Sierra Leone;
- (ii) a company incorporated under the laws of a country other than Sierra Leone;
- (iii) a partnership in which the controlling interest is owned by a person who is not a citizen of Sierra Leone;

"foreign land-based investment" means an investment owned by a foreign company;

"investor" means an individual or legal entity undertaking an investment;

"land stress" means the acquisition or use of land under the Act, within a village or chiefdom that results in more than a 70 % reduction of available land for use by the community;

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

"Minister" means the ministry responsible for land and Ministry shall be construed accordingly;

"resettlement action plan" means a comprehensive plan developed by an investor with the full participation of the communities or persons to be resettled that covers the issues in the Third Schedule of the National Development-Induced Resettlement Act, 2023 (Act No. 20 of 2023).

2. (1) These Regulations shall apply to -

(a) land subject to customary law; or

(b) an investment in land under customary tenure, whose activity will result in the displacement of a community or persons within a community. Application.

(2) An investment to which these Regulations apply, shall comply with the Act, these regulations, the provisions of the National Development-Induced Resettlement Act 2023 and other applicable laws.

(3) Unless otherwise expressly stated in these Regulations, in the event of inconsistency, the Act shall take precedence over the National Development-Induced Resettlement Act, 2023 or any other law.

## **PART II - STANDARDS FOR INVESTMENT INDUCED DISPLACEMENT AND RESETTLEMENT**

3. (1) An investor shall, in accordance with section 29 of the Act, provide to concerned communities the following relevant information relating to investment before the start to of negotiation to acquire the land- Disclosure of information to concerned community.

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

(2) In addition to the information required under sub-regulation (1), an investor whose operation is likely to lead to displacement and resettlement in the short, medium or long term shall, in accordance with subsection (3) of section 43, provide that information, including preliminary studies or assessments, to the family or community whose land is being sought.

(3) An investor who fails to disclose the likelihood of displacement at the start of negotiations for the acquisition of land, and whose operations subsequently make displacement unavoidable, shall -

- (a) suspend its operations immediately, if there is a real and present danger to the life or livelihood of the community;
- (b) undertake the studies and assessments required by section 43 of the Act;
- (c) provide the outcomes of the studies and assessment to the communities, including where likely, a proposal to redesign the investment to avoid displacement and resettlement, in the language that they understand;
- (d) be liable in damages to the community or persons that will be displaced, without prejudice to any other remedy that may be available to such persons by law

(4) An investor who fails to comply with sub-regulation (1) shall be issued an enforcement notice under subsection (1) of section 32 of the National Development-Induced Resettlement Act, 2023, requiring the investor to comply with the Act.

(5) An investor shall not be allowed to resume operations unless-

- (a) such operations no longer constitute a danger to the life or livelihood of the community; and
- (b) the investor shows evidence of compliance with paragraphs (a) to (d) of sub-regulation (3).

(6) An investor shall, where displacement is allowed to proceed in accordance with subsection (6) of section 43 of the Act, -

- (a) employ a credible professional or professionals, to conduct a comprehensive socio-economic baseline study in advance of any displacement and resettlement; and
- (b) submit to Government and the community, a resettlement action plan for approval and action, in accordance with subsection (9) of section 43 of the Act and section 22 of the National Development-Induced Resettlement Act, 2023.

4. (1) An investment-induced displacement and resettlement of a community shall not be undertaken unless, in accordance with paragraph (b) of subsection (6) of section 43 of the Act, the number of persons consenting to the displacement is at least 60% of the affected adult male and female members of the community that will be displaced.

Persons to consent to displacement.

(2) The document of consent to the displacement shall be in such form as specified in Schedule 5.

(3) Where the studies required under paragraph (a) of sub-regulation (1) of Regulation 5, is undertaken, persons that will be directly affected, particularly women and children, as well as Village Area and Chiefdom Land Committees shall be consulted in -

- (a) a timely manner;
- (b) an accessible place; and
- (c) a form and language understandable to all affected persons including, physically challenged persons.

(4) Evidence of consultation under sub-regulation (3) shall be documented in the manner specified in sub-regulation (2).

Content of studies and instruments required.

5. (1) The content of the studies and instruments required to be conducted by an investor undertaking resettlement under subsection (6) of section 43 of the Act shall include matters and issues set out in -

- (a) the Act;
- (b) the National Development-Induced Resettlement Act 2023, particularly the Second and Third Schedules;
- (c) these Regulations; and
- (d) standards on investment-induced resettlement that may apply to the investor.

(2) Where an investor is bound by financing or certification standards that set out more stringent environmental and social mitigation measures and requirements for investment-induced displacement than those in the Act, these Regulations or the National Development-Induced Resettlement Act 2023, such more stringent standards shall be applicable as if they are part of these Regulations.

Five-year guarantee.

6. (1) The five-year guarantee provided in subsection (13) of section 43 of the Act on all structures constructed by an investor in a resettled area may be in the form of -

- (a) a cash deposit by the investor, of an amount to be determined after assessment by the Director of the Resettlement Department of the Ministry responsible for planning and economic development, into an interest bearing bank account controlled by a male and female representative of the Chiefdom Land Committee, the investor and the Director of the Resettlement Department of the Ministry responsible for planning and economic development;
- (b) accrued interest on the cash deposit under paragraph (a) which shall be treated a part of the deposit;
- (c) a bank guarantee taken out by the investor;  
or
- (d) an insurance policy taken out by the investor with the resettled community as the beneficiary.

(2) A formal notice shall be conveyed to the affected persons in writing, as well as verbally, in a language understandable to them, informing them of -

- (a) the terms and conditions of the five-year guarantee;
- (b) 6 months prior to the end of the guarantee period, alerting them of the upcoming expiration of the five-year period.

(3) Evidence of delivery of a notice under sub-regulation (2), shall be deposited with the Chiefdom Land Committee and the Director of the Resettlement Department and a final notice shall be delivered in similar form one month before the expiration of the guarantee period.

(4) After the expiration of the five-year guarantee period, and within a grace-period of 12 months following the final notice to the affected persons, -

- (a) the cash deposit or any unused portion shall be returned to the investor;
- (b) the bank guarantee or the insurance policy may be cancelled by the investor.

(5) An investor shall, prior to claiming the unused deposit or cancellation of the bank guarantee or insurance policy under sub-regulation (4), notify the Chiefdom Land Committee and the affected persons of the expiry of the guarantee and cancellation of the deposit amount.

Power to approve investment-induced displacement.

7. The power to approve investment-induced displacement conferred on the Ministry under paragraph (c) of subsection (6) of section-43 of the Act shall be exercised on the Ministry's behalf by the Director of the Resettlement Department of the ministry responsible for planning and economic development.

### PART III - PROTECTION OF ECOLOGICALLY SENSITIVE AREAS

Prohibited activities.

8. (1) Pursuant to section 21 of the Act, a person shall not undertake mining, plantation, farming, housing or any other development activity, within, near or adjacent -

- (a) a wetland;
- (b) wildlife habitat;
- (c) steep slope;
- (d) old growth or virgin forest; or
- (e) other ecologically sensitive areas

(2) Water bodies found within wetlands, wildlife habitats, old growth or virgin forests and at the base of steep slopes are deemed to be ecologically sensitive and protected under these Regulations.

(3) Logging and charcoal burning shall not take place on, within, near or adjacent a wetland, wild life habitat, steep slope, old growth or virgin forest.<sup>3</sup>

(4) Cultivation of non-permanent crops on swampland or boliland or the development of aqua-culture on swampland shall not be considered prohibited activities.

(5) Activities prohibited under sub-regulation (1), shall not be undertaken in places where the Wildlife Conservation Act 1972, the Forestry Act 1988, The Environment Protection Agency Act 2022 and the National Protected Area Authority and Conservation Trust Fund Act 2012 apply.

(6) Regulatory authorities such as the National Minerals Agency and the Environment Protection Agency shall, in granting mining or environmental licences, take into account of section 21 of the Act and these Regulations.

9. The determination of buffer between -

Determination  
of buffer.

- (a) the Environment Protection Agency in consultation with the communities in such areas; and
- (b) the National Protected Area Authority, or other relevant agencies, in the case of -
  - (i) a mining activity and a wetland, wildlife habitat, steep slope, old growth forest or other ecologically sensitive areas shall be determined, based on the sensitivity of the area and the nature and scope of the mining activity.

- (ii) a plantation, farming operation, housing or other development activity and a wetland, wildlife habitat, steep slope, old growth forest or other ecologically sensitive area shall be determined, based on the sensitivity of the area and the nature and scope of the plantation, farming, housing or other development operation.

Run-off or spillage of toxic or harmful substance.

10. (1) An investor shall prevent the run-off or spillage of effluent, waste, sludge or other harmful substance from its operations from toxic or entering ecologically sensitive areas.

(2) An investor shall be strictly liable for the run-off or spillage of effluent, waste, sludge or other toxic or harmful substance into an ecologically sensitive area.

Report of observable changes or harm to ecologically sensitive area.

11. (1) An authorised officer of the Environment Protection Agency shall be under obligation to report, disclose or notify observable changes or harm to an ecologically sensitive area by -

- (a) a member of the public including a member sensitive of a community, neighbouring an investment project, or where the investment is located;
- (b) an employee or contractor of an investor who becomes aware of actions of the investor that may result in harm to ecologically sensitive areas, to help prevent such harm to an ecologically sensitive area.

(2) A member of the public or community or an employee who makes a report under sub-regulation (1), shall be considered a whistle-blower and shall enjoy protection under the complaints process of the Environment Protection Agency.

(3) A complaint or notification of harm or likely harm to an ecologically sensitive area made under sub-regulation (1), shall be speedily and comprehensively investigated by the Environment, Protection Agency.

(4) The Environment Protection Agency may, where initial investigations show that continued activities of an investor constitute a clear and present danger to an ecologically sensitive area, suspend the operations of the investor until effective preventative action is deployed, and the danger is averted.

(5) An investor whose operation is proven to have caused harm to an ecologically sensitive area shall be-

(a) liable for -

(i) the cost of restoring the area back to its original state; and

(ii) harm, loss or injury caused to persons or communities relying on such areas;

(b) subject to additional licensing conditions by the Environment Protection Agency.

(6) At the expense of the investor, quarterly inspection visits may be conducted by an authorised officer from the Environment Protection Agency, of the operations of the investor and its effect on the ecologically sensitive area and after 2 consecutive years of non-violation, the inspection visits may be reduced to twice yearly and subsequently phased out by the Environment Protection Agency.

(7) An investor who has been found liable for causing harm to an ecologically sensitive area shall, without prejudice to requirements under any other law applying to the investor, take out a bank guarantee or insurance or make a deposit in an amount to be assessed by the Environment Protection Agency for the duration of its investment activities.

(8) The Environment Protection Agency shall determine the appropriate instrument that the investor may take out under sub-regulation (7).

(9) An investor shall, at the end of its investment, be entitled to recover the bank guarantee, insurance, or deposit under sub-regulation (7), after it is proven by the Environment Protection Agency that no further harm has been caused to the ecologically sensitive area by the investor.

#### PART IV - PREVENTION OF LAND STRESS

Land to be  
registered  
before  
negotiations.

12. (1) Pursuant to section 35 of the Act, where at the start of a and negotiation it is noted that the land is not registered at the District Land Commission in accordance with the National Land Commission Act, negotiations 2022 the negotiations shall be suspended until the land is registered.

(2) The negotiation for the land under subsection (1) of section 35 of the Act shall proceed after registration of the land at the District Land Commission.

(3) A potential investor seeking to lease land and the family or community from whom the land will be leased shall, during initial due diligence and negotiations, work together to establish the total size of land available to that family or community in lieu of registration of the land under the National Land Commission Act, 2022.

(4) Where such data is unavailable, the investor and the family or community may seek assistance from relevant government institutions to come up with a "best estimate" of the total available land size.

(5) Sub-regulations (3) and (4) shall be followed until the District Land Commission is operational and after, the District Land Commission becomes operational, section 35 of the Act shall be complied with.

13. (1) An investor shall not lease, and -

Lease term  
limit.

- (a) a Village Area Land Committee shall not offer to lease more than 70% of the available community land in the village; or
- (b) a family shall not offer to lease more than 70% of the total land owned by the family.

(2) The Chiefdom Council shall confirm, before certifying a lease agreement in accordance with section 12 of the Act, that both parties to the lease have complied with sub-regulation (1), in order to ensure that communities do not suffer land stress.

(3) An investor submitting a lease for registration shall provide a statement affirming compliance with sub-regulation (1).

(4) A lease agreement shall not be registered in the absence of the required statement affirming compliance with sub-regulation (1) and a false declaration of compliance shall render the lease agreement void and result in automatic de-registration.

(5) An investor who has leased more than 70% of the available community land in a village or more than 70% of the available family land shall surrender the excess land back to the lessor and shall forfeit, if any, all improvements made on the land.

(6) An investor who surrenders land leased in excess of the limitation shall ensure that such land is put back in the state that it was in, at the time it was leased.

(7) Where a family or village has leased up to 70% of its available land size, additional land shall not be leased from that family or village by any investor.

14. Regulations under this Part shall not apply to -

Non-  
application  
of Part.

- (a) carbon investments or projects; and
- (b) investments where the mineral or product occurs across the entire landscape of the village.

#### PART V - CUSTOMARY LAND RIGHTS AND RESPONSIBLE INVESTMENTS

Regulation of single lease agreement with multiple land-owning families or communities.

15. (1) An investor may, with the written, informed, consent of, at least 60% of the male and female adult members of the families or communities, sign a single lease agreement with multiple land-owning families or communities within the same Chiefdom.

(2) An investor shall not sign a single lease agreement with families or communities across two or more chiefdoms, whether contiguous or not.

(3) Where a single lease agreement is signed with multiple land-owning families or communities within the same Chiefdom, the Schedule to the lease and the accompanying survey plan shall specify the land size and location that each family or community is leasing to the investor.

(4) Negotiations leading to the signing of the lease agreement shall reflect the bargaining positions of the different families or communities and nothing in this Regulation, shall prevent such families or communities from negotiating as a collective if they so desire.

(5) Families or communities who are parties to a single lease agreement shall be paid their rent or other compensation due them as units, into their respective bank accounts in accordance with section 41 of the Act.

(6) Where, in the case of a family, a bank account is not available, rent shall be paid by cheque to the family head or a designated representative of the family.

(7) Sub-regulation (6) shall apply in all situations which require payment to a family to be made into a bank account under the Act.

(8) A single lease agreement for multiple families or communities shall in addition to the terms in the Second Schedule of the Act, set out in specific terms, the dispute resolution mechanism and process applicable to such arrangement.

(9) Notwithstanding sub-regulation (8), a dispute arising from the lease agreement between the investor and one or some of the families or communities shall not be treated as a dispute with all the parties and the non-disputing parties shall continue to be bound by the terms of the lease agreement while the disputing parties shall treat all the provisions of the lease as binding and effective except the disputed provisions.

(10) The obligations for each of the parties under a single lease agreement signed with multiple land-owning families or communities are as binding and effective as lease agreements between the investor and individual families or communities.

(11) The consent by a family for an investment on their land shall, in accordance with, section 28 of the Act, be recorded as specified in Schedule 1.

(12) The minutes of a community meeting convened to seek consent for an investment on community land shall, in accordance with subsection (2) of section 32 of the Act, be recorded as specified in Schedule 2.

(13) Schedule 2 shall also be used, with the necessary modification, to record minutes of family meetings convened to seek consent for an investment on their land.

(14) The consent by a community for an investment on community land shall, in accordance with subsection (2) of section 32 of the Act, be recorded as specified in Schedule 3.

(15) An investor and the family or community involved in negotiating a lease shall in accordance with section 33 of the Act freely determine the terms of the lease agreement.

#### PART VI - RECORDING LAND TRANSACTIONS.

Records of transactions to be kept.

16. (1) In accordance with -
- (a) subsection (3) of section 10 of the Act, family land is to be managed and administered in a sustainable manner;
  - (a) subsection (1) of section 13 of the Act, communal land is to be managed and administered by the Town or Village Area Land Committee in a sustainable and equitable manner;
  - (b) subsection (1) of section 14 of the Act, communal land at the Chiefdom level is to be managed and administered by the Chiefdom Land Committee in a sustainable and equitable manner.

(2) Pursuant to subsection (3) of section 10, subsection (1) of section 13 and subsection (1) of section 14 of the Act, a family, Town or Village Area Land Committee or Chiefdom Land Committee that undertakes or is involved in a land transaction of any type shall maintain a record of such transaction as specified in Schedule 4.

(3) Where a survey plan or map is produced to identify land that is the subject of such transaction, a copy of the survey plan shall be kept with the records required under this Regulation.

#### Part VII - Lease-Related Dispute Resolution: Arbitration and Mediation

Arbitration may be designated.

17. (1) The parties to a lease agreement under Part VII of the Act for land under customary tenure may -

- (a) incorporate one or more of the dispute resolution mechanisms referred to in section 44 of the Act; and
  - (b) designate arbitration or mediation within Sierra Leone as their preferred mechanism of dispute resolution in accordance with the Second Schedule of the Act.
- (2) Where arbitration is designated, -
- (a) it shall be undertaken in accordance with the Arbitration Act, 2022 (Act No. 18 of 2022) or with such modifications as the parties may determine; and
  - (b) the parties shall set out the broad rules on appointment and powers of the mediator within the lease agreement.

#### PART VIII - CO-MANAGEMENT OF ECOLOGICALLY SENSITIVE AREAS

18. (1) A Chiefdom shall, for the purpose of ensuring effective management of ecologically sensitive areas, establish and maintain a Village Area Land Committee, a Chiefdom Land Committee in accordance with this Act and the National Land Commission Act, 2022 and a Chiefdom Environment Committee in accordance with the Environment Protection Agency Act 2022.

Committees to manage ecologically sensitive areas.

18. (2) At the chiefdom level, the functions related to the protection of ecologically sensitive areas that should be performed by a Chiefdom Land Committee under the Act shall be performed by a Chiefdom Environment Committee established under the Environment Protection Agency Act 2022.

18. (3) A Village Area Land Committee shall perform the functions related to protection of ecologically sensitive areas under the supervision of the Chiefdom Environment Committee in respect of those specific functions.

(4) A Village Area Land Committee shall make by-laws to

- (a) protect forests, wetlands, wildlife habitats, steep slopes or other ecologically sensitive ecosystems found in the community from degradation or destruction;
- (b) identify resources that could be sustainably utilised by community members and determine how such resources should be used.
- (c) identify natural resources that could be made available for carbon investments or projects as well as set the rules of engagement with such investors.

(5) By-laws made by a Village Area Land Committee shall be recorded in writing and transmitted to the Chiefdom Environment Committee and the Chiefdom Council Committee.

(6) A Chiefdom Council Committee shall consolidate the by-laws for its Chiefdom and transmit them to the relevant government agency or local council.

(7) Relevant government agencies or local councils may enter into arrangements with Chiefdom Environment Committees or Village Area Land Committees to co-manage the areas in subsection 4 above. Such arrangement shall clarify the national laws and community bylaws applicable to the ecosystem, and the roles of the Chiefdom Environment Committee or Village Area Land Committee and the government agency in respect of enforcement.

(8) The Chiefdom Council Committee and the Chiefdom Environment Committee may request periodic updates from the Village Area Land Committee on the management of ecologically sensitive areas and where necessary, the Chiefdom Council Committee or the Chiefdom Environment Committee may appoint a person to liaise with Village Area Land Committee.

(9) Benefits, such as payments from carbon investments or projects, that accrue from the protection of ecologically sensitive areas under a co-management arrangement within a Chiefdom shall be applied substantially to the Chiefdom, villages and towns co-managing the resource after all costs have been accounted for.

#### PART X - INFRINGEMENT AND PENALTY

19. (1) Failure to comply with these Regulations may result in - Infringement and penalty.

- (a) cancellation or deregistration of a lease agreement and reversion of the land to the lessors;
- (b) forfeiture of rights under a lease agreement;
- (c) payment of compensation to an affected party;
- (d) payment of full cost to prevent harm or undertake restoration.

(2) An authorised officer of the Environment Protection Agency or the National Protected Area Authority may impose additional consequences or take further action for breaches that affect their areas of responsibility.

(3) An investor shall however not be penalised twice for the same infringement.

## SCHEDULES

## SCHEDULE 1

Free, Prior and Informed Consent Form for leasing family land

Date:	Chiefdom:	Village:	Family:
<p>We, the adult male and female members of this family, whose names appear below, freely give our consent to the head of the family/negotiating committee of the family (delete one) to lease [insert size of land] hectares (delete one) of our family's land to [insert name of company] for a period of [insert duration] years.</p> <p>We have been informed in our local language of the nature of the investment, its scope, potential benefits, risks, and opportunities for our family before making this decision. [We have been informed of the likelihood of resettlement during the life of the investment and have been provided with resettlement-related preliminary studies or assessments in our local language]. [We have not been informed of the likelihood of resettlement during the life of the investment and no resettlement-related preliminary studies or assessments have been provided to us]. Select one.</p> <p>After consideration of the information provided to us, we, constituting more than 60% of male and female adult members of our family in open meeting, collectively agreed to the transaction and affix our marks to/sign this document to show our free, prior and informed consent to the above-described investment after the content of this form was read and explained to us in our local language which we fully understood.</p>			

Name

Thumbprint/signature

Contact

1.

2.

3.

4.

5.

Witness:

SCHEDULE 2

Template for minutes of community or family meetings

Date:	Chiefdom	Town/Village:	Family:
Name of Chairperson:		Name of Minutes Recorder:	
Number of women present:	CSOs present:		
Number of men present:			
Total:			
Meeting agenda: (ex. (i) approval of lease agreement (ii) to form negotiating committee)	Summary of discussion: (i) (ii)	Decision: (ex. (i) lease agreement approved (ii) negotiating committee not to be formed)	
Votes: (Agenda Item 1) In favour Men: Women: Total:	Votes: (Agenda Item 2) In favour Men: Women: Total:	Percentage of Agenda item 1: % (in favour) % (against)  Agenda item 2: % (in favour) % (against)	
Against Men: Women: Total:	Against Men: Women: Total:		
Signature/Thumbprints			
Chairperson:			
Minutes Recorder:			

## SCHEDULE 3

## Free, Prior and Informed Consent Form for leasing community land

Date:	Chiefdom:	Village:	Family:
<p>We, the adult male and female members of this town/village (delete one), whose names appear below, freely give our consent to the Town/Village Area Land Committee (delete one) to lease [insert size of land] acres/hectares (delete one) of our community's land to [insert name of company] for a period of [insert duration] years.</p>			
<p>We have been informed in our local language of the nature of the investment, its scope, potential benefits, risks, and opportunities for our community before making this decision. [We have been informed of the likelihood of resettlement during the life of the investment and have been provided with resettlement-related preliminary studies or assessments in our local language]. [We have not been informed of the likelihood of resettlement during the life of the investment and no resettlement-related preliminary studies or assessments have been provided to us]. Select one.</p>			
<p>After consideration of the information provided to us, we, constituting a fair representation of the male and female adult members of this village/town in open meeting, collectively agreed to the transaction and affix our marks to/sign this document to show our free, prior and informed consent to the above-described investment after the content of this form was read and explained to us in our local language, which we fully understood.</p>			
<p>Name</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>	<p>Thumbprint/signature</p>	<p>Contact</p>	
<p>Witness:</p>			

## SCHEDULE 4

## Land transaction record format

Date:	Chiefdom:	Village:	Family:
Land transaction type:	Transaction date:	Name, addresses and contacts of parties:	Location of land (name of street, road or area and name of town or village where land is located):
-sale			
-lease			
-tenancy			
-pledge			
(Select one)			
Brief description of land and its location:	Size of land:	Survey plan available? Yes/No	Is transaction documented? Yes/No

SCHEDULE 5

## Free, Prior and Informed Consent Form for Investment-Induced Displacement and Resettlement

Date:	Chiefdom:	Village:	Family:
<p>We, the adult male and female members of this town/village (delete one), whose names appear below, freely give our consent to be resettled to another location by [insert name of company] in accordance with the provisions of the Act, the Regulations on investment-induced displacement and resettlement and the National Investment Induced Resettlement Act 2023.</p>			
<p>We were informed of the likelihood of resettlement during negotiations with [insert name of company] and have been provided with studies, scenarios or assessments in our local language showing that displacement and resettlement are unavoidable. We have also been provided with the baseline studies, assessments and resettlement action plan required by the Act, the regulations investment-induced displacement and resettlement and the National Investment Induced Resettlement Act 2023 in our local language, which we have considered, discussed freely, and approved in open meetings of the community.</p>			

After consideration of the information provided to us, we, constituting at least 60% of the male and female adult members of this village/town in open meeting, collectively agree to be resettled in accordance with the above-mentioned laws and affix our marks to/sign this document to show our free, prior and informed consent to the resettlement after the content of this form was read and explained to us in our local language, which we fully understood.

Name	Thumbprint/signature	Contact
1.		
2.		
3.		
4.		
5.		

Witness:

MADE THIS *day of October, 2023.*

DR. TURAD SENESIE

*Minister of lands Housing and Country Planning*

FREETOWN  
APRIL, 2022.