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Socio-Economic Impact Mitigation  
Action Plan: Final report

Form Ghana Reforestation Project





This Socio-Economic Impact Mitigation Action Plan (SEIMAP) is equivalent to the Resettlement Action Plan (RAP), as outlined in the Integrated Safeguard System of the African Development Bank. It forms part of Form Ghana's Environmental and Social Management documentation in compliance with the ISS.

The SEIMAP is work in progress, which enter the implementation phase now that funding has been released by the bank.

Field work to start the implementation of the RAP has taken place during the last week of August 2017. That moment was the kick-off of SEIMAP implementation.

This report presents the implementation and finalisation of the SEIMAP.

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## Glossary

**Admitted farm:** Area located within a forest reserve that is, by law, not part of the reserve.

**African Development Bank group (AfDB):** A multilateral development finance institution established to contribute to the economic development and social progress of African countries.

**Assets** Both economically productive assets and assets that have social or cultural, rather than economic, value.

**Cattle herder:** A person who generates income by herding and/or watering cattle on the project area and is engaged in such activities at the time of the Entitlement Cut-Off Date.

**Community:** A group of people who form around an underlying, instinctive commonality that is built upon, and sustained by, mutual confidence, interaction and co-operation.

**Displacement Assistance:** Support provided to people who are physically displaced by a project. Assistance may include transportation, shelter, and services that are provided to affected people during their move.

**Economic Displacement:** Loss of assets, restriction of access to assets, loss of income sources or other means of livelihood.

**Entitlement Cut-off Date:** The date established by the project as the deadline for entitlement to facilitation of livelihoods, also known as the Moratorium Date. Persons occupying the Project Area after the Entitlement Cut-Off Date are not eligible for livelihood facilitation and/or resettlement assistance. Similarly, fixed assets (such as built structures, crops, fruit trees, and woodlots) established after the Entitlement Cut-Off Date (Moratorium Date) will not be entitled to livelihood facilitation or assistance.

**Entitlements:** The benefits set out in the SEIMAP, including: the right to participate in livelihood restoration programs; housing, house sites and service provision; and, transport and other short-term assistance required to resettle or relocate.

**Farmer:** A person who uses a piece of land for farming activities, either for cash generation or home consumption, and is engaged in such activities at the time of the

Entitlement Cut-Off Date.

**Forest reserve:** Officially reserved area for forest use, managed by the Forestry Commission.

**FORIG:** Forestry Research Institute of Ghana, one of the 13 institutes of the Council for Scientific and Industrial Research (CSIR). FORIG conducts forest and forest products research for social, economic and environmental benefits of society.

**Form Ghana:** A forest plantation management company based in central Ghana that provides services in the field of reforestation of degraded Forest Reserves and plantation management.

**Hired labourer:** Is an employee of a farmer, who assists with the farming activities. The person has no ownership or rights to the crops. A hired labourer has no intercropping agreement with Form Ghana.

**Host Community:** People living in or around areas to which people physically displaced by a project will be resettled to, who in turn may be affected by the resettlement.

**Household:** A person, or group of persons living together, in an individual house or Compound, who share cooking and eating facilities, and form a basic socio-economic and decision-making unit.

**IFC:** International Finance Corporation, a division of the World Bank Group, which provides investment and advisory services to private sector projects in developing countries, with the goal of ensuring everyone benefits from economic growth.

**Intercropper:** A person who enters into an agreement with Form Ghana to farm in the project area for an agreed period, and commits to comply with regulations stated by Form Ghana.

**Involuntary resettlement:** Resettlement when project-affected people are not in a position to refuse the activities that result in their physical or economic displacement.

**IUCN:** International Union for the Conservation of Nature. The world's oldest and largest global environmental organization. IUCN's work focuses on valuing and conserving nature, ensuring effective and equitable governance of its use, and deploying naturebased solutions



to global challenges in climate, food and development.

**Livelihood** The full range of economic, social and cultural capabilities, assets, and other means that individuals, families and communities use to satisfy their needs.

**Livelihood Support Packages:** Packages intended to maintain or replace quality of life indicators (education, health, nutrition, water and sanitation, income) and maintain or improve economic security for Project-Affected People through provision of economic and income-generating opportunities.

**NGO:** Non-Governmental Organisation.

**Physical Displacement:** Loss of shelter and assets resulting from the acquisition of land associated with a project that requires the affected person(s) to move to another location.

**Project Area:** The Form Ghana Project Area as agreed with the Forestry Commission.

**Project:** The Form Ghana Project, to establish and maintain a plantation forest in degraded forest reserves.

**Project-Affected Person:** Any person who, as a result of the implementation of a project, loses the possibility to own, use, or otherwise benefit from a built structure, land, annual or perennial crops and trees, or any other fixed or moveable asset, either in full or in part, permanently or temporarily.

**Resettlement:** A process through which physically displaced households are provided with replacement plots and the option to construct residential structures at a designated site. Resettlement includes initiatives to maintain or improve the living standards of those being resettled.

**Settler:** A person who resides and/or performs income-generating activities in the project area at the time of the Entitlement Cut-Off Date.

**Social and Environmental Impact Assessment (SEIA or ESIA):** The SEIA developed for

Form Ghana's projects. The SEIA is an integrated study examining how the biophysical, social and health environments are likely to be impacted by the project.

**Socio-Economic Impact Mitigation Action Plan (SEIMAP):** The document in which a project proponent specifies the procedures that it will follow and the actions that it will take to mitigate adverse effects, facilitate livelihoods, and provide development benefits to persons and communities affected by a project. This document is the equivalent of a Resettlement Action Plan (RAP), as outlined in the Integrated Safeguard System of the African Development Bank.

**Stakeholders:** Any and all individuals, groups, organizations, and institutions interested in and potentially affected by a project or having the ability to influence a project.

**Stool:** A chiefdom, in which traditional leaders are responsible for land allocation, along with broader responsibilities of ensuring order and spiritual continuity across generations. See also Traditional Council.

**Traditional Council:** Council formed by the chief, linguist and elders of a chieftaincy.

**Vulnerable Persons:** People who by virtue of gender, ethnicity, age, physical or mental disability, economic disadvantage, or social status may be more adversely affected by resettlement than others and who may be limited in their ability to claim or take advantage of resettlement assistance and related development benefits.

## 1. Introduction

This document represents the update of the Socio-Economic Impact Mitigation Action Plan (SEIMAP) for the Form Ghana reforestation project. In 2015 Form Ghana worked on the elaboration of a Socio-Economic Impact Mitigation Action Plan (SEIMAP) to ensure no project affected people would suffer negative effects of project implementation. As a basis for this plan served a large social study that was conducted and reported upon in the first version of the SEIMAP produced in 2015.

Since that time much work has gone into the implementation of the plan. In order to maintain part of this SEIMAP as a working document, it has been trimmed down and actualised to constitute a new updated version.

### 1.1. Project time lines

The first version of the SEIMAP was produced in after field work 2015 during that same year. Though the plan was ready it was not possible to start implementation before the bank was ready and the first tranche of the funding was made available. This means that actual implementation only started in 2017. By that time part of the eligible farmers had already left the area. The people occupying the proposed resettlement site were identified and terms of their vacating the land were agreed in 2017.

Preparation of the terrain in the host community took quite some time because the building contract was given to the recipient community as employment generation. The construction of sanitary facilities, bore hole and temporary living quarter took until the mid-2018 to finalise. The borehole and ablution facilities were officially handed to the Kotaa community on 17<sup>th</sup> of May 2018.

During 2018 a further small group decided not to move to Kotaa but to remain in Akumadan. They signed letters waiving their entitlement to a compensation package. The plots of land for housebuilding were officially signed over to the settlers in October 2018.

The people from Akumadan were officially welcomed and received in the Kotaa community on the 26<sup>th</sup> of October 2018. The move of their goods took place in February 2019. The settlers were back in Akumadan to start farms during March - April 2019 and have decided to stay there. Because the settlers have received everything from Form Ghana to which they were entitled the resettlement is now completed.

### 1.2. Set-up of the document

The original approved version of the document consisted of the following chapters providing information:

- Introduction
- Institutional & Legal Framework
- Socio-economic survey and asset inventory
- Eligibility
- Livelihood support packages
- Stakeholder consultation
- Grievance procedures
- Monitoring and evaluation
- Organization and budget

All this information can be looked up in the first officially approved version of the SEIMAP (2015).

## 1 .B.Project description

Form Ghana is a reforestation company established in Ghana in 2007, which aims at large-scale reforestation of degraded Forest Reserves in Ghana while conserving and restoring natural, riparian forest. Their vision is to operate in a sustainable environment and to contribute significantly to the quality of people's life in the project area, to environmental protection and to the Ghanaian economy.

The degraded forest reserves are of major concern to the Government of Ghana because approximately 94% is in a deplorable condition as a result of unsustainable harvesting and encroachment. Restoring these areas is therefore a key component of Ghana's 1994 Forest and Wildlife Policy and the 1996-2020 Forestry Development Master Plan as well as other related sector policies including the Ghana Poverty Reduction Strategy (GPRS) paper.

There is an increasing need for timber from sustainable sources. The conversion of degraded land into well-managed forest plantations provides a sound solution for the required increase in supply. This makes (plantation) forestry an interesting investment opportunity.

### 1.3.1. Plantation management

The 3,500 ha of plantation forest in Akumadan have been established in 2008-2012, with a pilot site from 2001. In Tain II, 4,866 ha have been established at the time of updating of this report. Each site is equipped with an office building complex, including a workplace and a clinic. The complexes are constructed off-site on privately owned land, outside of

communities.

Trees planted on the plantations consist for a maximum of 90% teak and at least 10% mixed local species. The expected planting rate is 1500 ha/yr. The rotation cycle chosen for teak is 20 years.

The indigenous trees that are planted serve two purposes: active restoration of degraded buffer zones and planting of areas less suitable for teak. Part of them are planted never to be harvested again. These are the indigenous trees (irrespective of the species) that are planted within 30 meters of water bodies. They constitute the buffer zones and are protected by law. The trees that were planted on the remaining terrain can in principle be harvested. This will most likely not happen during the project cycle. The harvesting will only concern the commercial species and the production cycle for these is expected to range from 40 to 80 years. This will depend on when these trees attain the legal minimal felling diameter. Thinning will be done in these stands to promote growth.

### 1.3.2. Sustainability

Form Ghana is committed to operate in compliance with the Principles and Criteria of the Forest Stewardship Council™ (FSC-C044035).

An FSC™ (FSC-C044035) certificate ensures an improved social standard, the enhancement of the local economy and a guaranteed timber supply for the forest industry.

The following objectives have been stated by Form Ghana regarding this commitment:

Both teak and indigenous tree species (>10%) are planted on the lease area;

Degraded riparian zones will be actively restored and conserved;

The project will be executed in close collaboration with local communities and other stakeholders;

There will be transparent benefit sharing with relevant stakeholders;

Job opportunities will be created for local people in several plantation activities; Farmers are offered the opportunity for intercropping in the first two years of planting.

Employees are offered a safe and healthy working environment, with good employment terms, favourable (health) insurance policy conditions and pension build-up.

Local communities benefit directly or indirectly from Form Ghana through employment opportunities, revenue sharing, community services and technical assistance. There is a Benefit Sharing Agreement with the Forestry Commission, where a percentage of the Standing Tree Value (STV) is paid to the Forestry Commission. The Forestry Commission

then distributes the money between the government, the traditional land owners and the communities.

Farmers are offered the opportunity to intercrop within the plantation, with respect for the terms and conditions that apply under FSC™ (FSC-C044035) certification and Form Ghana policy. These terms and conditions describe restrictions on type of crop, planting density, restrictions for the farmer, harvesting regulations, farmer's responsibilities etc. Farmers will be issued an intercropping permit upon signing the regulations, to show their understanding.

Biological diversity, water sources, and fragile ecosystems found in or near the plantations will be conserved or restored where possible. This includes the riparian buffer zones; 30 meters on each side of the waterway. The carbon storage function of the plantation forests contributes to climate change mitigation.

### 1.3.3. Risks

Fire is the greatest risk for the plantations. Mature teak can withstand some fire but young trees are not yet resistant. Most of the native forest species cannot withstand fire at all. Fire management is employed to reduce fire risk, focusing on four main axes: fuel load reduction, fire breaks, establishment and training of a fire squad, and awareness raising on the risks of fire for local people.

## 1.4. Site description

The project sites are located in three forest reserves: Asubima, Afrensu Brohuma and Tain Tributaries Block II (Tain II). The reserves Asubima and Afrensu Brohuma are fringing and managed as one unit, further referred to as Akumadan, the name of the closest town. Details of the reserves are given in table 1.1 below.

Table 1.1. Details of the forest reserves where Form Ghana operates.

Forest reserve	Coordinates	Total area (ha)	Area managed by FG (ha)	District	Region
Asubima	7N27, 2W52	7,900	1,750	Offinso North	Ashanti
Afrensu Brohuma	7N22, 2W53	7,300	1,750	Offinso North	Ashanti
Tain II	7N35, 2W30	50,900	14,576	Berekum	Brono

The reserves are located within the dry semi-deciduous forest zone (DSFZ) (Hall and Swaine, 1981). The terrain is undulating and covered with savannah vegetation with a very open canopy, alternating with forested and open sandy-rock patches.



Figure 1.2. Location of Form Ghana's plantation forests.

Asubima and Tain II were reserved in 1934, Afrensu Brohuma in 1945. This was done to protect the remaining forest in Ghana from overexploitation. Logging concessions were

given out by the government where controlled logging was allowed. However, despite these measures, the forest reserves were depleted because of illegal logging, corruption and eventually bushfires and illegal farming practices

Originally, the main vegetation type in the reserves was the dry semi-deciduous forest, which generally contains valuable timber trees such as Wawa, Odum, Sapele and Kokrodua (Amponsa-Kwatiah, 1993). Today however, large areas of the reserves are covered by savannah, resulting from human induced land degradation. Due to intensive farming and reported annual fires very little of the original forest remains and what is left is secondary forest and grassland. In the past, farmers protected the large trees on their farms but most of them have been logged eventually so that very few still remain today.

### 1.5.Scope

The influence of Form Ghana's projects extends beyond the borders of the project area but does not cause displacement of persons or households outside the project area. This is explained below.

Any effect on water quality and quantity will reach beyond project borders throughout the catchment area. Effects are expected to be positive (see SEIA reports). These effects will not lead to the displacement of persons or households.

The office buildings and workshops are constructed off-site and therefore influence an area outside the project area. However, the buildings are situated outside of existing communities and managed according to FSC<sup>TM</sup> (FSC-C044035) regulations, and are therefore not expected to have a major influence on the environment or on households.

The roads are used by Form Ghana for transport of personnel. This affects both ecology and social environment in a negative way, creating dust and noise pollution. On the other hand, the roads have been reconstructed and therefore improve connectivity of neighbouring villages. This is a positive effect that extends over the full area connected to the improved road network. Therefore, the road improvement will not lead to displacement of persons or households.

## 2. Description of the project affected people

For the description of the project affected people we refer to the 2015 SEIMAP report.



## 2.1. Identification of PAP

Form Ghana identified the following categories of people that perform (illegal) activities within the area managed by Form Ghana and are therefore affected by the project:

- 1) Farmers  
People that farm (partially) within but live outside the project area
- 2) Settlers  
People that live and farm within the project area
- 3) Cattle herders  
People that herd cattle within but live outside the project area
- 4) Occupants of the resettlement area  
People farming on the land in Kotaa earmarked for settlement by people from Akumadan

### 2.1.1. Farmers

Project-affected farmers are people from fringing communities that started farming within reserve boundaries when the forest became degraded. They live at walking distance from their farms in communities just outside the forest reserves. Some of the farmers farm only within the reserve, others have land on- as well as off-reserve.

The farmers are aware that they are not allowed to farm in the reserve but since the law is not actively enforced, they take their chances. Illegal farmers are found both in Akumadan and in Tain II FR, in the area managed by Form Ghana. In the Akumadan project areas, the number of people farming within the reserve is considerably smaller than in Tain II because on most of the Akumadan plantation area, the canopy has become too dense for farming. Most of the farmers have therefore chosen to farm elsewhere.

### 2.1.2. Settlers

People that not only farm but also live illegally inside the forest reserve are defined as settlers. They live in both forest reserves at the Akumadan site: Asubima and Afrensu Brohuma, in the area managed by Form Ghana. In the area managed by Form Ghana in Tain II Forest Reserve there are no settlers.

### 2.1.3. Cattle herders

The Fulani are a nomadic people from Northern Ghana and bordering countries. A number of Fulani herd and water their cattle illegally within the part of Tain II Forest Reserve that is managed by Form Ghana. This group is referred to as cattle herders. In Akumadan there are no cattle herders.

### 2.1.4. Farmers on resettlement land

The site in Kotaa that as earmarked for the resettling of people from Akumadan was farmed by three individuals. These people have been sought out and negotiations have started with them, to see if they would be willing to vacate the land and what they would require in terms of compensation. The people have agreed and have been compensated.

## 2.2. Eligibility criteria

Only PAPs registered during the baseline survey were considered to be eligible for either the livelihood facilitation or supplementary assistance. The date of completion of the baseline survey was the cut-off date for eligibility to livelihood facilitation or any assistance.

Settlers are eligible for the status of PAP if they are residing within Form Ghana's plantation area at the time of the survey. Farmers are eligible if they have farmed on Form Ghana land in the six months prior to the survey. Cattle herders are eligible if they make use of Form Ghana's land for cattle herding and/or watering purposes.

## 2.3. Livelihood support packages

Because of their illegal status, it is unlawful to offer individual (monetary) compensation to the PAP, except for the people on the land earmarked for the settlers in Kotaa. However, Form Ghana can and will facilitate in their livelihood support. For each PAP category, a different livelihood support package has been developed to meet their different needs. This approach is in line with AfDB standards on resettlement: "The borrower or client (...) offers land-to-land compensation and/or compensation in-kind in lieu of cash compensation where feasible".

The mitigation packages were developed in consultation with all the relevant stakeholders, and in compliance with national and international laws and regulations. The needs and desires of the PAP formed the basis for composing the packages.

### 2.3.1. Farmers

All farmers have been or will be offered the opportunity to sign an intercropping agreement with Form Ghana, which means they can farm legally within the reserve until the tree plantations reach canopy closure. Farmers take 100% of crop revenues, no payments to the company are required. They can choose a parcel of the size that they require.

After canopy closure, farmers can choose to move their farm to a place where the canopy is still open, so they can continue their farming practices. Full establishment of the area in Tain II FR is expected to take at least until 2027, offering new intercropping opportunities throughout the years. Form Ghana will assure intercropping possibilities for all intercroppers until at least 2027.

Intercropping is beneficial to the farmers as well as the company. The farmers gain free and legal access to land. After farm establishment they weed their land, promoting growth of the young teak trees. Growth of trees on intercropping land is visibly better than growth on parts of the plantation without intercropping.

In addition, Form Ghana offers job opportunities to members of fringing communities. This has been done in the Akumadan areas since 2007, where ca. 350 people are employed permanently or as contract workers, and has started in Tain II FR as well. All intercropping farmers are offered the opportunity to work for the company.

### 2.3.2. Settlers

Settlers are offered alternative settlement options in a host community in the vicinity of Tain II Forest Reserve (Kotaa), where the company aims to attract a larger number of intercroppers to the benefit of the project. It is within the framework of facilitating increased intercropper cooperation that Form Ghana can offer facilitation of resettlement of settlers from the Akumadan area to the Tain II area.

Settlers will receive the following:

- Plot of land
- Temporary housing while they build a new home
- Transport of goods from Akumadan to Kotaa
- Land for intercropping in Tain II reserve
- Access to borehole water and ablution facilities in Kotaa

Form Ghana has arranged a site within the host community where settlers are offered a traditional land use agreement from the chief of the host community. The PAP will be allowed to construct a house on the selected area. A plot of land will be assigned to each family and traditional ownership will be transferred to them. During construction, the PAP will be offered temporary housing close to the construction site. Form Ghana facilitates the transportation from the current housing site to the host community. The PAP will have access to host community facilities after relocation. Form Ghana will improve and enhance existing facilities by installing an additional borehole and ablutions facilities.

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Intercropping is beneficial to the farmers as well as the company. The farmers gain free and legal access to land. After farm establishment they weed their land, promoting growth of the young teak trees. Growth of trees on intercropping land is visibly better than growth on parts of the plantation without intercropping. Farmers take 100% of crop revenues, no payments to the company are required.

In addition, Form Ghana offers job opportunities to members of fringing communities.

### 2.3.3. Cattle herders

In order to respect the law and protect the young trees, Form Ghana security must keep the cattle herders and their cattle from entering the project area. In fact, the law states that whoever allows grazing to take place in a forest reserve is liable to prosecution, because allowing grazing to happen is an offence. However, considering the nomadic nature of the cattle herders and the mobility of their cattle, the herders can easily relocate as long as there is sufficient grazing land that they can use and a water source for the cattle that they can access.

From the socio-economic survey it became apparent that the cattle herders only make use of the forest reserve to access the Tain River as a water source in part of the dry season, after the water in their dam has dried up or deteriorated in quality (December-February). Form Ghana will not block access to this water source because the planting blocks are distributed over the forest reserve in a patchy manner, not as a contiguous area.

Form Ghana offers job opportunities to the cattle herders and has an ongoing dialogue with them to ensure a sound relationship.

### 2.3.4. Vulnerable households

Vulnerable households have been identified that are likely not to benefit fully from the livelihood support packages developed by Form Ghana to the settlers. For these households, special provisions have therefore been made.

The female-headed households that have settled on Form Ghana land will receive assistance with the construction of their houses in the host community, if they are unable to construct these themselves. This way they can have equal benefits from the resettlement program.

Disabled headed households are considered individually, because situations are too different to generalize the needs of these households. Form Ghana will assess if assistance is necessary and find a suitable approach for each household.

### 2.3.5. People occupying the earmarked resettlement site

People farming the land earmarked for the resettlement are a special category. With them there is a situation with equal bargaining power. The farmers are assisted by the Kotaa chief to negotiate with Form Ghana how their crops and the land should be compensated. It has been agreed that monetary compensation is best so the people can their own new spot to farm. Also monetary compensation is the only possibility for the lost crops. People have in the meantime been compensated and have vacated the land.

## 2.4. Entitlements matrix

This paragraph contains a matrix of project affected people that are entitled to receive facilitation of livelihood support and assistance due to displacement (table 1).

### 2.4.1. Original entitlement matrix situation 2015

*Table 1. Entitlement matrix for Project Affected People.*

Category of PAP	Category of loss	Package	Previous number of people concerned
<b>Farmer households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity	420 (5 Akumadan and 415 Tain)



Water facility near farm			
<b>Settler households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity Water facility near farm	27 in Akumadan (3 of which were deemed vulnerable)
	Houses (Primary Residences)	Legal housing site in host community Connection to road network Access to host community facilities	
	Cost of moving	Transportation assistance	
<b>Settler households that have moved and declined the any assistance by Form Ghana</b>		No loss No package	All 27 households had agreed to move to Kotaa.
<b>Cattle herder households</b>	Pasture land	No facilitation; sufficient land for grazing available.	12 herder and households were identified in the first final RAP
	Access to water points for cattle	No facilitation; water points can still be accessed after company establishment.	
<b>Vulnerable households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity Water facility near farm	3 households were deemed vulnerable in the original RAP
	Houses (Primary Residences)	Legal housing site in host community Connection to road network Access to host community facilities Assistance with construction of housing in host community	

	Cost of moving	Transportation assistance	
<b>Farmers on resettlement plot</b>	Crops (Cash & Food) Land	Payment for land and for crops	0

#### 2.4.2. Update entitlement matrix and motivation of changes

Since the initial elaboration of the SEIMAP in 2015 some changes have occurred. Due to the passing of time until the first disbursement by the bank and the first start of activities, part of the settlers have moved out of the project areas. On the other hand due to pressure (Operation Cowleg) on cattle herds all over Ghana more herds have moved in to the surroundings of Tain. The table 2, below, describes the number of Project Affected People still available and therefor entitled to support packages.

**Table 2.** Updated entitlement matrix for Project Affected People.

Category of PAP	Category of loss	Package	Previous number of people concerned	Current number of people concerned
<b>Farmer households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity Water facility near farm	420 (5 Akumadan and 415 Tain)	500 farmers now have an intercropping agreement in Tain. 0 in Akumadan
<b>Settler households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity Water facility near farm	27 in Akumadan (3 of which were deemed vulnerable)	9 households have received the package  None are deemed vulnerable.
	Houses (Primary Residences)	Legal housing site in host community Connection to road network Access to host community facilities		4 families have signed a letter indicating they are not moving  FG is actively searching for the 14 missing families (including the vulnerable households).
	Cost of moving	Transportation assistance		
<b>Settler households that have moved and declined the</b>	No loss	No package	All 27 households had agreed to move to Kotaa.	4 households have decided to stay in Akumadan. They had stopped farming in the FG lands and are

<b>any assistance by Form Ghana</b>		now engaged in trade or farming other land. They have voluntarily declined the assistance package and waived their entitlement.		
<b>Cattle herder households</b>	Pasture land	No facilitation; sufficient land for grazing available.	12 herder and households were identified in the first final RAP	20 herders and their households have been identified during last meeting (February 2018). This number was confirmed in October 2019. These herder are grazing the cattle outside FG land and access water outside FG land as well.
	Access to water points for cattle	No facilitation; water points can still be accessed after company establishment.		
<b>Vulnerable households</b>	Crops (Cash & Food)	Intercropping agreement Legal status Job opportunity Water facility near farm	3 households were deemed vulnerable in the original RAP	No more vulnerable households will be part of the move.
	Houses (Primary Residences)	Legal housing site in host community Connection to road network Access to host community facilities Assistance with construction of housing in host community		
	Cost of moving	Transportation assistance		
<b>Farmers on resettlement plot</b>	Crops (Cash & Food) Land	Payment for land and for crops	0	4 farmers and the queen mother

### 3. Organization and budget

#### 3.1. Organizational responsibility

Form Ghana implements the socio-economic impact mitigation action plan, financed with company



resources. Form Ghana has been operational in the area since 2007. Their commitment is secured by their interest in the success of the resettlement process.

The company is well embedded in the area from a social perspective, with regular stakeholder meetings, social monitoring and a large group of local employees. This provides a good basis for negotiations with local governments and host families. It is important that Form Ghana is actively involved in this process because all the parties involved in resettlement will be working together long after implementation of the socio-economic impact mitigation action plan. Form Ghana will ensure a continuous, open dialogue with the host families, PAP, traditional council and local government. This will be part of the monitoring of resettlement after implementation.

Form Ghana has the logistics present to facilitate the resettlement of the project affected people. All infrastructure is in place for the transportation of PAP to host families.

### 3.2. Estimated cost

Costs of implementation of the Socio-Economic Impact Mitigation Action Plan are estimated and presented in table 3 below. These budgeted costs have been included in the Form Ghana budget.

*Table 3. Budget for costs of SEIMAP implementation.*

Cost item	Amount	Unit	Total (GHS)	Status
<b>Ablution facility</b>	1		25,000.00	Done
<b>Social survey</b>	1		50,000.00	Done
<b>Solar borehole + stand + tank</b>	1		45,000.00	Done
<b>Solar boreholes plantation</b>	3		108,000.00	Done
<b>Relocation</b>			72,000.00	Done
<b>Land</b>			25,000.00	Done
<b>Land facilitation</b>			25,000.00	Done
<b>Fees elders and community</b>			25,000.00	Done
<b>House in Kotaa</b>			60,764.00	Done
<b>Cashew seedlings</b>			30,000.00	Done
<b>Compensation to landowners</b>			20,000.00	Done
<b>Contingencies</b>	5%		24,288.20	
<b>Total</b>			<b>510,052.20</b>	

## 4. Delivery physical infrastructure

For the settlers in Kotaa, specific amenities need to be made available. These were: borehole, ablution facilities, temporary house, land for building.

### 4.1. Boreholes

The borehole with solar power supply was constructed in the Kotaa village close to the settlement site. A pumping test was performed.



*Figure 1: Picture of the solar part of the borehole in Kotaa*

The borehole was officially transferred to the Kotaa community during a festive ceremony in May 2018



*Figure 2: Picture of the hand over ceremony of the borehole in Kotaa*

A memorandum of understand was signed between Form Ghana and the village of Kotaa which stipulates the roles and responsibilities for the management and maintenance of the borehole (see Annex 1). Boreholes were also created inside the plantation to assist farmers and aid in firefighting.

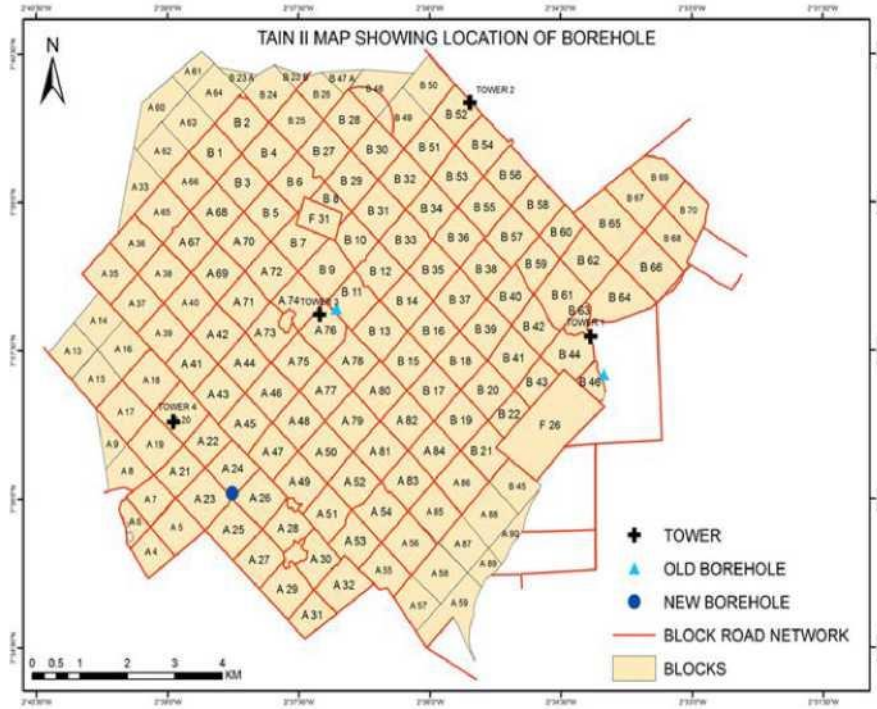


Figure 3: Map showing the locations of the boreholes in Tain II planted area.

#### 4.2. Ablution facilities

Ablution facilities were constructed in Kotaa village not far from where the settlers would live. It concerns a 10 seater of the KVIP model. The ablution facilities were also transferred to Kotaa community during a festive ceremony. An MOU was developed and signed for the management and maintenance of the borehole (see Annex 2).



*Figure 4: Picture of the ablution facilities in Kotaa*

#### 4.3. Temporary housing

To assist the settlers during the time needed to build houses in Kotaa, a guest house was built near the land reserved for the installation of the settles. The house has sufficient rooms to allow all the settlers to be present at the same time.

The house was officially opened during the same festive ceremony in May 2018. This building remains the property of Form Ghana it has a temporary function as a place to stay for the settlers from Akumadan.





*Figure 5: Picture of the temporary housing for the settlers in Kotaa*



*Figure 6: Picture of the official opening of the temporary housing for the settlers in Kotaa*

#### 4.4. Land for house building

Land for house building was acquired from the chief of Kotaa. The people using the land for farming were compensated financially and were also given cashew seedlings to start a cashew farm (see Annex 3, 4, 5 and 6). After people vacated the land it was parcelled up in 2000 m<sup>2</sup> plots in preparation of the building activities.



At the moment of finalising the SEIMAP implementation 410 intercroppers were registered in Tain II.

*Table 4: Intercroppers working in the Tain II Forest Reserve with Form Ghana.*

Community	Number registered in 2019 (up to 3 <sup>rd</sup> quarter)	Male farmers	Female farmers
Kotaa	24	23	1
Ampenkrom	14	14	0
Domeabra	3	3	0
Namasua	0	0	0
Oforikrom	1	1	0
Tainso	13	11	2
Arkokrom	133	116	17
Kwadwoarko	36	36	0
Asantekrom	49	45	4
Yawtwenekrom	28	27	1
Meremano	91	83	8
Abuokrom	10	10	0
Jenjemireja	8	7	1
<b>TOTAL</b>	<b>410</b>	<b>376</b>	<b>34</b>

#### 5.1.2. Settlers

Settlers received an alternative settlement option in Kotaa village. Settlers have received the following (see chapter 4):

- Plot of land
- Temporary housing while they build a new home
- Transport of goods from Akumadan to Kotaa
- Land for intercropping in Tain II reserve
- Access to borehole water and ablution facilities in Kotaa

The settlers were received in Kotaa during a ceremony in October 2018.



*Figure 8: Group photo of the participants of the ceremony welcoming the settlers to Kotaa.*

The settlers' belongings were moved to Kotaa during February 2019. During the year 2019 the settlers decided to move back to Akumadan as they perceived the Tain II reserve to be far from Kotaa and also feel more at home in Akumadan. A follow-up visit in Akumadan confirmed they have started new farms outside of FG lands but still inside the forest reserve. The people have signed a letter stating that they moved back out of their own free will (see annex 9).

They currently have quite big farms near Akumadan:

- Adongo Achembona - farms area of 6 acres (maize), half-acre (beans).
- Abombangra Achaama - farms area of 6 acres (maize), half-acre (pepper), half-acre (tomatoes).
- Ayandor Akangore - farms area of 6 acres (maize) and beans (a half acre).
- Kandegabono Abee - farms 5 acres (maize), half-acre (yam)
- Kwabena Apandea - farms 6 acres (maize), half-acre (yam)
- Ababono Nyaaba - farms 4 acres (maize)
- Stephen Donanaa - farms 6 acres (maize), 1 acre (yam) and 1 acre (bean).

The search for the settlers that could not be located again has been intensified with a radio broadcast and a newspaper article. None of the missing people have come forward.



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Daily Graphic, Tuesday, November 5, 2019.

**ANNOUNCEMENT**

In 2015, Form Ghana agreed with farmers in the Asubima and Afrenso Brohuma forest reserves that they would move to the Tain II forest reserve and settle in Kotaa village. They would receive a plot of land for house construction and access to land to farm in the reserve.

The original number of farmers agreeing to this was twenty-seven (27). Currently, a much smaller group is moving. Many of the farmers who originally agreed could not be found anymore.

We urge those who were part of the original group to come forward to Form Ghana's Akumadan site and declare whether they do or do not want to make use of Form Ghana's offer before the end of November 2019.

This does not concern the people who are among the group of actively moving people or those who have signed to waive the offer. These people are known to Form Ghana.

SIGNED  
 MARIAM AWUNI

Advertise with  
**Graphic**  
 in the Yuletide and enjoy bountiful deals from  
 now till the end of December.

Just buy 1 HALF PAGES or FULL PAGES

Figure 9: Advertisement in the daily graphic asking project affected people to come forward.

### 5.1.3. Cattle herders

For the cattle herders it was decided that no compensation was needed as long as they would continue to have access to grazing and to water sources. Form Ghana is not allowed by law to provide passage through the lease in Tain II. It was however determined in 2015 that no blockade would be created if Form Ghana implements its current plan. This plan has not changed and for this reason that obligation was also full filled. In the meantime monitoring activities by Form Ghana have shown that there are currently more cattle herders in the area. But as the additional herders have come after the cut-off date this requires no further action except for continued monitoring and stakeholder consultation.

### 5.1.4. Vulnerable households

The vulnerable households are among the households that can no longer be found. Form Ghana has launched a campaign for finding (radio., newspaper and consultation with other settlers) them, which so far has not had any success.

### 5.1.5. People occupying the earmarked resettlement site

The people that were farming the plot earmarked for resettling Akumadan farmers have been compensation financially and with cashew seedlings. A follow-up visit and interviews showed they are doing well. They have started new farms and used the cash income to pay for school fees or to invest in the agricultural business (see Annex 3, 4, 5 and 6).

## 6. Monitoring and evaluation

The monitoring and evaluation of the SEIMAP is integrated with the existing Form Ghana monitoring framework. Third party monitoring can also be done by AfDB.

### 6.1. Monitoring plan

Upon completion of the project Form Ghana shall undertake an assessment of the success of the implementation of the SEIMAP. If during the assessments it becomes apparent that the objectives of the SEIMAP have not been met, remedial activities will be undertaken to remedy the situation.

#### 6.1.1. Farmers

The farmer population is monitored in several ways, during and after implementation of the SEIMAP.

Attached to the intercropping agreements is a data sheet with information on the farmer (see Annex E). This is filled out upon signing the agreement and will be updated every year. The data on these sheets is recorded and analysed by Form international to assess development of the intercropping farmer population.

Regular meetings are held with the intercropping farmers to evaluate the implementation of the livelihood support program. Potential changes in Form Ghana policies are published during these meetings and the input of the farmers is recorded and processed.

The farmers are also part of the annual social monitoring program, as described in Form Ghana's Monitoring Protocol. Impact of Form Ghana operations on surrounding communities is monitored every year by means of standardized group discussions with community members (men and women). This monitoring is done to get better acquainted with the people and to get a better idea on how Form Ghana is perceived by the population. There is also room for informal discussion during these evaluations and is done apart from the stakeholder meetings. The focus lies on the situation in the communities (facilities, migration, occupation etc.). Changes and trends are analysed and incorporated in the company management.

The intercropping farmers are all invited to Form Ghana's stakeholder meetings. These meetings discuss all company developments, and open a dialogue with all stakeholders.

#### 6.1.2. Settlers

The settlers are included in the farmer monitoring program, as described above, but their data will be analysed as a separate group in order to determine changes or trends in the settler population.

In addition, the host community is monitored actively during and after implementation of the socio-economic impact mitigation action plan. The settlers will appoint group leaders to represent their population. The group leaders will have regular meetings with the Kotaa chief, Assembly man (representative of the District Assembly) and a Form Ghana representative to discuss the situation of the settlers and the community of Kotaa. Any issues that may arise in between the meetings will be dealt with ad hoc by the Kotaa chief and discussed with Form Ghana if necessary.

As discussed with the Kotaa chief, the intention is that the settlers become fully integrated with the Kotaa community. The best way to establish this is for the settlers and the Kotaa community to solve issues themselves, as this will strengthen the ties and lead to an open, transparent relationship. Form Ghana will therefore only interfere if this is deemed necessary by the company or requested by one of the involved parties. The frequency of the quarterly meetings will therefore be reduced to bi-annual or even annual meetings after a period of 6-12 months, depending on the development after implementation of the SEIMAP, and in consultation with the settlers' group leaders and the Kotaa chief.

#### 6.1.3. Cattle herders

The cattle herders will be part of the social monitoring program, as described for the farmers in the section above. There will be intensive contact between the cattle herders and Form Ghana as they are close neighbours and important stakeholders.

#### 6.1.4. People occupying the land earmarked for settlement

After the people have been compensated for vacating the land and for leaving their crops. They will be visited to find out if they have been able to find new locations for farming.

### 6.2. Frequency of monitoring

The implementation of the SEIMAP will be monitored bi-annually for the first two years. After that annual reporting will be undertaken. Reporting is done by the E&S officer of Form Ghana. Reporting will comprise:

Intercroppers:

- Number of intercropping agreements per community.
- Crops per intercropper
- Area per intercropper
- Household size per intercropper

Settlers:

- Household size
- Intercropping activities / area
- Appreciation of the integration in the Kotaa community
- Any conflicts

Cattle herders

- Herd size
- Number of herders
- Appreciation of access to grazing and water
- Any conflicts

Former occupants of the land used for settlers

- After an initial check these people will no longer be followed, except as part of normal social reviews undertaken as part of ordinary company stakeholder engagement.

### 6.3. Evaluation

The data gathered in the social monitoring system, as described above, is analysed and the results are evaluated in management meetings. Outcomes are processed and used to update management documentation and policies.

## 7. Conclusions

Form Ghana has gone through the resettlement exercise with considerable effort and achieved many interesting things of which the most important maybe very intensive and close relations with many stakeholders.

The course of events have taught Form Ghana that activities such as resettlement should only be organised right before it will actually be implemented. The long wait between the initial studies and the subsequent funding of the work has led many people to loose faith and move away.

The people who went through the whole process of moving to another community in the end decided they were happier in Akumadan and moved back. The scarcity of land was apparently overestimated because they had no trouble creating a new (illegal) farm in parts of the Forest

Reserve not currently developed.

## Annex: 1 transfer of solar borehole to Kotaa community

# Forrr?

ghana

### MECHANIZED SOLAR BOREHOLE WATER SUPPLY SYSTEM



[17/05/2018]

**forests for the future**  
Memorandum of Understanding - Form Ghana

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Memorandum of Understanding - Form Ghana

PROJECT AGREEMENT BETWEEN

FORM GHANA

Hereinafter referred to as FORM GHANA

AND

KOTAA COMMUNITY

Hereinafter referred to as KOTAA

On

Construction of Solar Borehole Facility in Kotaa Community around the Main 11  
Forest Reserve.



## Socio-Economic Impact Mitigation Action Plan - Form Ghana

### Memorandum of Understanding - Form Ghana

#### Preamble

This Memorandum of Understanding (hereinafter referred to as the "MOU") made between the FORM GHANA (hereinafter referred to as Form Ghana, FG) and KOTAA COMMUNITY (hereinafter referred to as Kotaa) is in connection with the supply of mechanized solar borehole which was part of the Social Responsibility of FORM GHANA to the people of Kotaa. This activity is in accordance to African Development Bank (AFDB) guidelines on Resettlement Action Plan for Project Affected People who will now be part of Kotaa Community. Therefore, this MOU outlines sustainability management of Solar Bore hole. It captures roles and responsibilities of Kotaa Community and Form Ghana .

#### Background to the Parties

##### WHEREAS:

- i. FG is a forest plantation management company with 30,000 hectares under management that actively restores degraded Forest Reserves with forest plantations and natural forest restoration. FG's vision is that reforestation of degraded forest land should be done in accordance with the highest standards for sustainable forest management, serving the needs of the local communities and restoring vital environmental services within an economically viable business model.
- ii. Kotaa Community is in Berekutu Municipality and about 5kilometer apart and about 3kilometer to Form Ghana Plantation. It is bounded to North by Forest. South (Akroforo), East (Namasua) and West (Domcabrea and Ampenkro). Kotaa has a population of about 1050, comprising of 470 Males, and 580 Females.
- iii. Kotaa is a Fanning Community of Crops (Cashew, cassava, plantain, pepper, garden eggs etc.) and Animals (Sheeps, goats). Friday is their taboo day. It is the

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

### Memorandum of Understanding - Form Ghana

Adontenhenc of the Brekum Stool land. Nana kwaku Brentu 11 and Nana Oforiwaa Amanfo are the chief and Queen mother of Kotaa respectively.

- iv. Facilities in kotaa includes, Methodist Primary and Junior High School , and one Mechanised borehole, KVIP and chief Palace donated by Form Ghana

### Purpose of the Agreement

This MOU seeks to ensure good management and continual sustainability of Solar Borehole water supply system.

### Basic Principles

1. FG being the main focal point for delivery of mechanized solar borehole will assist communities in providing guidelines, setting standards in it effective management.
2. Kotaa and their chiefs will select Water and Sanitation Management Committee (WSMC) who will be responsible for ensuring management and maintenance of the Solar Borehole Project.
3. The WSMC with an assistance of FG will create awareness on the water supply, sanitation, and hygiene for people of Kotaa.
4. The implementation of all project interventions shall be in accordance with the regulations of the Environmental Protection Agency (EPA) and Water Resource Commission (WRC).
5. In ensuring sustainability and good management of the project, the WSMC members and the Community together will look into various interventions and options in securing it.
6. Women shall be actively involved at all levels of implementation in the Solar Borehole Water Supply Sustainable Management Systems.

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### Memorandum of Understanding - Form Ghana

7. The Water and Sanitation Team (WSMC) will be instituted for a tenure period. This will ensure accountability and transparency in the smooth management of Solar Borehole Water Supply System.

### Form Ghana Already Performed Duties

- 1) Provided Consultancy (feasibility studies, design, evaluation of bids and construction supervision,

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

- hydrogeological services, training, community mobilization and hygiene and sanitation promotion.
- 2) Ensured Good Construction Drilling and Civil Work.
  - 3) Supplied and installed of Equipment's for Solar Borehole.
  - 4) Operated and maintained of Water Supply and Sanitation Infrastructure including Electrical/mechanical equipment, mechanized pumps, etc.
  - 5) Monitored and Evaluated of projects from initial stage to the completion stage.
  - 6) FG has perform water quality analysis coordinated by the Ghana Water Company in Sunyani tn ensuring Solar Borehole Drilled is good for Home Consumption.

### Roles and Responsibilities of Water and Sanitation Committee Members

- 1) Overall policy formulation, planning, coordination, collaboration, monitoring and evaluation of programmes for Good Water Supply System.
- 2) Initiate and lead community dialogue on rules, guidelines and management, planning issues of Quality Water Supply.
- 3) Carry out functions for funds flow management for project sustainability.
- 4) To monitor Operation and Maintenance of Systems in terms of Financial, Technical and Administrative performance.
- 5) To Mobilize funds to pay for operations and maintenance costs

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### Memorandum of Understanding - Form Ghana

- 6) To engage accredited laboratories to undertake periodic water quality tests in accordance with the Ghana Standards Board Standard/Water Safety Framework;
- 7) To present reports on management of water supply system twice yearly to the entire Kotaa community and also to Form Ghana.
- 8) To facilitate or promote sanitation and hygiene education activities in the towns.

### Project Promotion

Information on the Small Towns Project shall be disseminated in the prospective Community to enable residents to be familiar with the project cycle and management, sustainable procedures. This shall be done by Water and Sanitation Committee with support from FG.

### Operation and Maintenance

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

All operation and maintenance requirements shall be in accordance with how the community will want to manage it in ensuring Good Management and Continual Sustainability.

Fonn Ghana will assist in how they can assess spare parts of facilities when necessary

### Sustainability

- a) Communities ensure the setting and payment of adequate tariffs, and that the systems are managed in a transparent and accountable manner;
- b) The Community Water Committee members ensure effective community management of the systems by monitoring and advising on the administrative, technical and financial performances of solar borehole water supply.
- c) Committees meet quarterly to discuss progress of project and they also have a rural bank that keeps the account of project.

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### Memorandum of Understanding - Form Ghana

- d) Communities are required to meet the full cost of normal operation and maintenance through accumulated income after facility has been handed over.

### Repair and Replacement

Communities through accumulated funds collected as user fees shall undertake all repairs and replacements which occur after commissioning of the project.

### Gender Mainstreaming

The implementation strategies of projects shall ensure the institutionalization of gender issues at all levels of implementation. Emphasis shall be placed on equal participation by men and women in all key community decisions on sub-projects and their related activities. A gendersensitive approach will ensure that community decisions take into account the different priorities and interests of men and women in the design and implementation of any project intervention. This is important especially in traditionally male-dominated cultures and which generally frown on female assertiveness.

Signed on behalf of

*Kotua Community*

Name: Nana Kwaku Beah Bventu II

Position: Chief of Kotar

Signed: 

Memorandum of Understanding - Form Ghana

*Form Ghana*

Name: Evelyn Affseh

Position: Environmental and Social Officer

Signed: 

Date: 18 - 05 - 2018

Annex: 2 transfer of ablution facilities to Kotaa community

# Form

ghana

## CONSTRUCTION OF KV1P IN KOTAA COMMUNITY AROUND THE TAIN II FOREST RESERVE.



[17/05/2018]

**forests for the future**

Memorandum of Understanding - Form Ghana

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Socio-Economic Impact Mitigation Action Plan - Form Ghana

Memorandum of Understanding - Form Ghana

PROJECT AGREEMENT BETWEEN

FORM GHANA

Hereinafter referred to as FORM GHANA

AND

KOTAA COMMUNITY

Hereinafter referred to as KOTAA

On

Construction of KVIPin Kotaa Community around the Tain 11 Forest Reserve.

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

### Memorandum of Understanding - Form Ghana

#### Preamble

This Memorandum of Understanding (hereinafter referred to as the "MOU") made between the FORM GHANA (hereinafter referred to as Form Ghana, FG) and KOTAA COMMUNITY (hereinafter referred to as Kotaa) Form Ghana as part of its Social Responsibility has constructed 10 seater KVIP for the Kotaa Community. This activity is in accordance to African Development Bank (AFDB) guidelines on the Resettlement Action Plan for Project Affected People who will now be part of Kotaa Community. Therefore this M.O.U outlines sustainability management of KVIP. It captures roles and responsibilities of Kotaa Community and Form Ghana .

#### Background to the Parties

#### WHEREAS:

- i. Form Ghana (FG) is a forest plantation management company with 30,000 hectares under management that actively restores degraded Forest Reserves with forest plantations and natural forest restoration. FG's vision is that reforestation of degraded forest land should be done in accordance with the highest standards for

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

sustainable forest management, serving the needs of the local communities and restoring vital environmental services within an economically viable business model.

- ii. Kotaa Community is in Berekum Municipality and about 5kilomcter apart and about 3kilomcter to Form Ghana Plantation Site. It is bounded to North by Forest, South (Akroforo), East (Namasua) and West (Domcabrea and Ampcnkro). Kotaa has a population of about 1050. comprising of 470 Males, and 580 Females.
- iii. Kotaa is a Fanning Community: Crops (Cashew, cassava, plantain, pepper, garden eggs etc.) and Animals (Sheeps, goats). Friday is their taboo day. It is the Adontenhene of the Berekum Stool land. Nana kwaku Brentu II and Nana Oforiwaa Amanfo are the chief and Queen mother of Kotaa respectively.
- iv. Facilities in Kotaa includes, Methodist Primary and Junior High School, and one Mechanised Borehole, KVIP, Chief Palace donated by Form Ghana.

### Purpose of the Agreement

Ensure good management and continual sustainability of Clean and Hygiene KVIP System.

### Basic Principles

- I. Form Ghana being the main focal point for delivery of 10 Sealer KVIP will assist communities in providing guidelines, setting standards in effective management.

### Memorandum of Understanding - Form Ghana

2. Kotaa Community and their chiefs will select KVIP Committee Management Team who will be responsible for ensuring management and sustainability of KVIP Project.
3. KVIP Committee Management Team, with an assistance from Form Ghana will create awareness on the clean KVIP usage, sanitation and hygiene education for Kotaa

## Socio-Economic Impact Mitigation Action Plan - Form Ghana

Community. •

4. In ensuring Sustainability and Good management of Project, the KVIP Committee members and the Community together will look into various interventions and options in securing it.
5. KVIP Community team will be instituted for a Tenure period . this will ensure Accountability and Transparency in the smooth management of C lean KVIP

### Form Ghana Already Performed Duties

- i) Constructed of 10 seater KVIP
- ii) 5 for males and 5 for females , with a boundary in between:
- iii) Provided one polytank to aid in extraction of waste when sewage tank is full
- iv) Painted the KVIP according to the colour choice of Kotaa Community.
- v) Monitoring and Evaluation of projects from initial stage to the completion stage

### Roles and Responsibilities of KVIP Community Committee Members

- 1) Overall policy formulation, planning, coordination, collaboration, monitoring and evaluation of programmes for Clean KVIP System.
- 2) Initiate and lead community dialogue on rules, guidelines and management, planning issues of Clean KVIP System.

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## Socio-Economic Impact Mitigation Action Plan - Form Ghana

### Memorandum of Understanding - Form Ghana

- 3) Carry out functions for funds flow management for project sustainability.
- 4) To mobilize funds to pay for operations and maintenance costs of KVIP.
- 6) To facilitate or promote sanitation and hygiene education activities in the towns.

### Project Promotion

Information on the Small Towns Project shall be disseminated in the prospective Community to enable residents to be familiar with the project cycle and management, sustainable Procedures. This shall be done by Community KVIP Committee Members with support from Form Ghana.

### Operation and Maintenance

All operation and maintenance requirements shall be in accordance with how the community will want to manage it in ensuring Good Management and Continual Sustainability.

Form Ghana will assist in how they can assess spare parts of facilities when necessary

### Sustainability

- a) .Communitics ensure the setting and payment of adequate tariffs, and that the systems are managed in a transparent and accountable manner;
- b) . The Community water committee members ensure effective community management of The systems by monitoring and advising on the administrative, technical and financial Performances of KVIP.
- c) Committees meet quarterly to discuss progress of project and they also have a rural bank that keeps the account of project.


Memorandum of Understanding - Form Ghana

Signed on behalf of

*Kotaa Community*

Name: Nana Kwaku Bach Brandy II

Position: Chief of Kotaa

Signed: 

Date: 18-05-18

Signed on behalf of

*Form Ghana*

Name: Evelyn Appiah

Position: Social and Environmental Officer

Signed: 

Date: 18-05-2018

## Annex 3: Purchase and compensation of land in Kotaa

### PURCHASE OF LAND FOR ACCOMODATION AND COMPENSATION FOR CURRENT USERS, AT KOTAA.

THIS AGREEMENT is made this day of \_\_\_\_\_ . 2017

BETWEEN

Community of Kotaa, represented by:

Nana Baah Brentu 11 Kotaa-Hene ...0547838667...KO 036 - Kotaa.....  
(which expression shall where the context so requires or admits include his  
successors and assigns) of one part.

Nana Yaa Oforiwaa Amanfo .0547975318... - Kotaa .....(which expression  
shall where the context so requires or admits include his successors and assigns) of  
one part.

AND

FORM GHANA LIMITED a Limited Liability company incorporated under the laws of  
Ghana whose address is PO Box SYI211, Sunyani and represented by Mr. Willem  
Fourie (hereinafter called "FORM GHANA") which expression shall where the context  
so requires or admits include its successors and assigns) of the other part.

WHEREAS

- Form Ghana has acquired a lease of a land located in Kotaa community from the Kotaa Comminty, Berekum Traditional Area in the Brong Ahafo Region(hereinafter referred to as the Property") for accommodation for a group of project effected people (PAP - Settlers).
- Current Landusers (using land for farming) will be compensated.
- A total area of 2 Ha's as set out in attached map, divided in to equal sized plots for the PAP-Settlers
- It has been agreed that Form Ghana will compensate the Landusers represented by Kotaa-Hene for taking over their Farms.

NOWTHEREFORE IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of an amount of Ghc10 000.00 per hectare to be paid to the landowners

1

- 2) In addition an amount of Ghc2 000.00 per hectare will be paid to landusers as compensation for destroying and taking over their Farm, The Landusers hereby relinquishes all rights and interest in the Farm.
- 3) Prior to the payment of the Ghc20 000.00 and the compensation of Ghc4 000.00 to the Landowners and the Landusers, agreements will be signed between each of the PAP settlers and the community of Kotaa so as to safeguard their living rights in Kotaa.
- 4) That this agreement represents the entire understanding between the parties and supersedes any previous arrangements or agreements.
- 5) The payment of GHC20 000.00 and Ghc4 000.00 to the Kotaa-Hene, representative for Landowners and Landusers represents the full and final settlement of any claims that these Landowners & Landusers may have against FORM GHANA.
- 6) As Form Ghana has compensated the Landowners and Landusers for the full 2 Hectares , any other claimant will have to be compensated by the Landowners and Landusers represented by the Kotaa-Hene
- 7) This agreement shall be governed by the laws of Ghana and the parties submit to the exclusive jurisdiction of the Ghanaian Courts.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Baah Brentu 11, Kotaa-Hene and Nana Yaa Oforiwaa Amanfo On behalf of Landowners and Landusers

.....  
Nana Yaa Oforiwaa Amanfo  
in the presence of  
Name :  
Address : S  
Signature : *Mark P.*

*[Handwritten Signature]*  
.....  
Nana Baah Brentu 11

SIGNED by  
the within named FORM GHANA LIMITED  
Represented by Willem Fourie in the presence of

Name :  
Address :  
Signature :

*[Handwritten Signature]*  
*Obad*  
*Sumjani*

*[Handwritten Signature]*  
.....  
WILLEM FOURIE

## Annex 4:

# Receipt for compensation to farmers using the land for proposed settlers

RAP MINUTES - FORM GHANA- KOTAA LAND COMPENSATION



# Form<sup>^</sup>

ghana

## **Compensation for land Usage Rights at Kotaa.**

On 7<sup>th</sup> of December 2017, at 9:00am to 10:30am in confirmation of legal documents binding for land use rights in kotaa, an agreement document was signed between Form Ghana representative and kotaa farmers. The group of land owners represented by Nana Baah Brentu 11 Kotaa -Hene. The land users being the kotaa farmers, the chief and Queen mother were met with Form Ghana team represented by Evelyn Affreh (Environmental and Social officer) and Samuel Ampofo (Senior Accountant) to officially sign agreed compensated amount as discussed by both parties.

The kotaa farmers which included Kwame kyere, Esther Amoah, Oppong David, Yeboah Joshua and Nana Yaa Oforiwaa farms were demarcated and geographically apportion by Form Ghana GIS Officer in the person of Mr. Oliver Asamoah Botwey, this assisted us to know the size of each farm land used and the crops found on it. The farm land crop use and land size is attached to signed documents

RAP MINUTES - FORM GHANA- KOTAA LAND COMPENSATION

Minutes signed

On Behalf of

Kotaa Farmers

Name: Kang Kwaku Baah Brentu II (Kotaa Chief)

Date: 7<sup>th</sup> December 2017

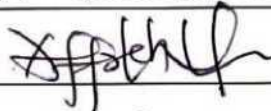
Signed: 

On Behalf of

Form Ghana

Name: Evelyn Affseh (Environmental & Social Officer)

Date: 7<sup>th</sup> December 2017

Signed: 

Annex is detailed document;

RAP MINUTES - FORM GHANA- KOTAA LAND COMPENSATION

**COMPENSATION FOR LAND USAGE RIGHTS AT KOTAA.**

**THIS AGREEMENT** is made this ...\*Tpr.: day of)

**BETWEEN**

Group of landusers with claim on the land, listed below (hereinafter called "Landusers) to be represented by Nana Baah Brentu 11 Kotaa-Hene

**AND**

**FORM GHANA LIMITED** a Limited Liability company incorporated under the laws of Ghana whose address is PO Box SYI211, Sunyani and represented by Mr. Willem Fourie (hereinafter called "FORM GHANA") which expression shall where the context so requires or admits include its successors and assigns) of the other part

**Receipt for:**

Kwame Kyere of ...0545200175... - Kotaa - 0.1089ha • Ghc217.80

Esther Amoah of ...0545200175... - Kotaa - 0.2269ha - Ghc453.80

Oppong David of ...0549997992 . - Kotaa - 0 0801ha - Ghc160.20

Yeboah Joshua of ...0547026366... - Kotaa

- 0.7001ha = Ghc1400.20



Nana Yaa Oforiwaa of ...0547975318... - Kotaa - 0.884ha • Ghc1768.00

To a total of: GH<4 000.00

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**SIGNED** by Nana **Baah Brentu 11**, Kotaa-Hene  
On behalf of Landusers

  
.....  
Nana **Baah Brentu 11**

in the presence of  
Name :   
Signature : 

1

RAP MINUTES - FORM GHANA- KOTAA LAND COMPENSATION

**Receipt for**

**PURCHASE LAND FOR ACCOMODATION AT KOTAA.**

**THIS AGREEMENT** is made this .^... day of .1.. ".^51^^017

**BETWEEN**

Community of Kotaa, represented by:

Nana Baah Brentu 11 Kotaa-Hene ...0547838667...KO 036 - Kotaa..... (which expression shall where the context so requires or admits include his successors and assigns) of one part.

Nana Yaa Oforiwaa Amanfo...0547975318... - Kotaa..... (which expression shall where the context so requires or admits include his successors and assigns) of one part.

**AND**

**FORM GHANA LIMITED** a Limited Liability company incorporated under the laws of Ghana whose address is PO Box SYI211, Sunyani and represented by Mr. Willem Fourie (hereinafter called "FORM GHANA") which expression shall where the context so requires or admits include its successors and assigns) of the other part.


**Receipt for:** To a total of : GHC20 000.00

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Baah Brentu 11, Kotaa-Hene and Nana Yaa Oforiwaa Amanfo On behalf of Landowners

.....  
Nana Yaa Oforiwaa Amanfo

.....  
Nana Baah Brentu 11

in the presence of  
Name : Samuel Anjofo  
Address : Box 24, Sunyani  
Signature : 

**Annex 5: Additional compensation paid to farmers on Kotaa**

plot

RAP (FORM GHANA) - FINAL LAND COMPENSATION MINUTES

# Form\*

ghana

## Minutes: Final kotaa land compensation

With regards to kotaa land payments for the Akumadan Farmers movement, the final compensation was made successfully for three (3) farmers after careful consideration of crops on land and its state.

The 3 farmers included: Kwame Kyere, Esther Amoah, and Oppong David, attached is the receipt for payment details.

Form Ghana was thankful to farmers willingness to give out rights on their land for the Resettlement Action Plan Affected People. Farmers were giving out compensation on detail farm land use. The compensation amount is elaborated below;

- Kwame Kyere of 0545200175 - Kotaa - Cassava :0.1053ha and Cashew : 0.0036ha = Ghc

500.00

RAP (FORM GHANA) - FINAL LAND COMPENSATION MINUTES

- Oppong David Of 0549997992- Kotaa - Palm nut: 0.0635ha and Cassava: 0.0166ha = Ghc

800.00

- Esther Amoah of 0545200175-Kotaa- Cashew and Pepper : 0.17777ha and Cassava : 0.0492ha =

Ghc 1000.00

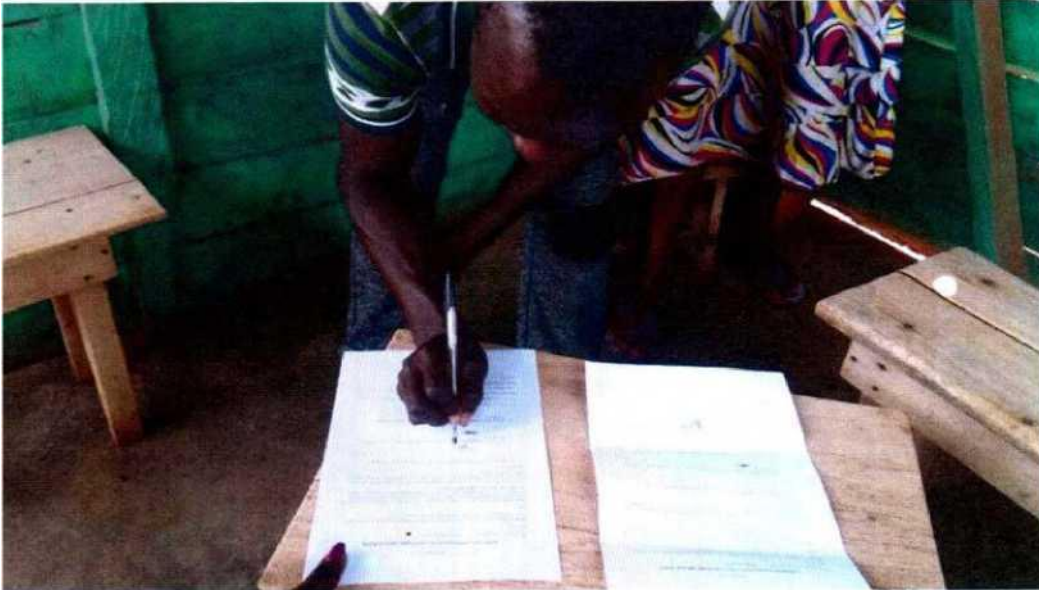
- In total sum of Ghc2300.00. All payments were done in total agreement of the farmers and their chief witnessed by signing on the document. The meeting started at 9:00am and ended at 11:30am

In Conclusion, the Farmers of kotaa thanked Form Ghana for additional compensation after further detailed farm land activities.

The signing of the final compensation was witnessed by Evelyn Affreh (Environmental and Social Officer) and Samuel Ampofo (Senior Accountant) of Form Ghana Limited.

Attached are photos of the individual farmers signing for their final compensation.

RAP (FORM GHANA) - FINAL LAND COMPENSATION MINUTES



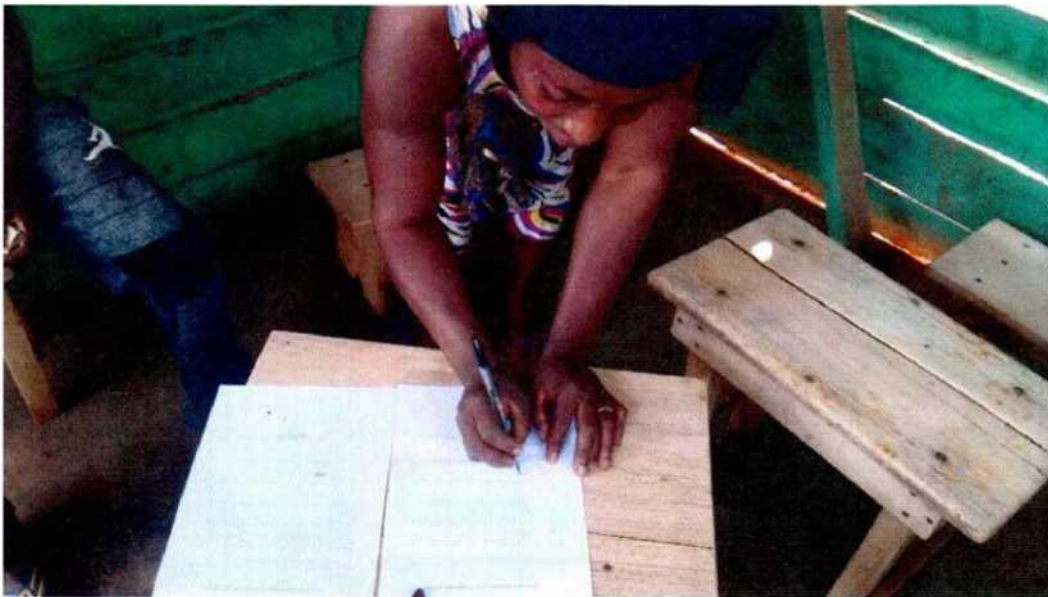
Kwame kyere signing his amount allocated to him



RAP (FORM GHANA) - FINAL LAND COMPENSATION MINUTES



Opong David thumb printing on his amount allocated to him



Esther Amoah signing her amount allocated to her



RAP (FORM GHANA) - FINAL LAND COMPENSATION MINUTES

Receipt for

Additional Compensation for Land Usage rights at Kotaa

THIS payment >s made on this J.?.?\* day of January 2018

BETWEEN

Group of Landusers with claim on land as listed below. represented by: Nana Baah Brentu 11 Kotaa- Hene ...0547838667. .KO 036 - Kotaa...(Hereinafter called landusers)

AND

Form Ghana Ltd a nvted Liability company incorporated under the laws of Ghana, Accra in the Greater Accra RegiO" of Ghana represented by Willem Fourie and whose address is PO Box SYI 211, Sunyani (hereinafter ca. eo FORM GHANA") which expression shall where the context so requires or admits include ts successors and assigns) of the other part.

After d ,c ■'. ic c r the value of crops on the and allocated for relocation of Akumadan farmers it has beer ag that -orm Ghana will pay an additional compensation to three persons who had landuse rights c.i the Kctaa lands.

Receipts tor

- Xv/pme Kyere of 0545200175 - Kotea - Cassava 0.1053ha & Cashew : 0.0036ha ® GhcSDO-OO
- 2) =:e oan of 0545200175- Kotaa -Cashew and peper: 0.17777ha & Cassava : 0.0492ha = GocxsXAHX)



Jppor.g Lavid of 0549997992 - Kotaa - Palmnut: 0.0635ha & Cassava : 0.0166ha : • GhcSOO-OO

In witness wneroeof the parties hereto have sei |heir\_hanfbnthe day and yearfirst written above

Nana Baat re i,. 11. Kotaa- Hene

the day

In the : ■ f

Signatu



Anygo / 05444364

RAP (FORM GHANA) - FINAL LAND COMPENSATION  
MINUTES

Minutes signed

On Behalf of

Kotaa Farmers

Name: Esther Amoah

Date: 12 - 01 - 2018

Signed: ~~Esther Amoah~~

On Behalf of

Form Ghana

Name: Evelyn Affseh

Date: 12 - 01 - 2018

Signed: 

## Annex 6: Verification by MOFA of compensation

### BEREKUM MUNICIPAL ASSEMBLY DEPARTMENT OF AGRICULTURE

*In case of reply the Number and date of this letter Should be quoted.*

**Tel. No. 0352-222169**  
Our Ref: MOFA/MAOU/BKM/



**MUNICIPAL AGRICULTURAL  
DEVELOPMENT UNIT  
POST OFFICE BOX 160, BEREKUM  
B/A**

Your Ref:

**DATE: 12<sup>h</sup> January, 2017**

#### COMPENSATION FOR USE OF LAND IN KOTAA

HeresMth to confirm that the following compensation paid f,, crops ar the p,,aa  
,,nd is deemed to be correct and fair considering the state of the crops as well a, the

1. Payment of GhC 20000.00 for 2 ha's of land to Kotaa Community
2. Payment for usage rights and permanent crops

Kwame Kyere: GhC717.80for 0.11ha of land of which 0.0036 ha is cashew Ester Amoah:  
GhC1453.80 for 0.23ha of land of which 0.088ha is cashew Oppong David: GhC960.20  
for 0.08ha of land of which 0.064ha is palmtree VeboahJoshua: GhC1400.20 for 0.7ha of  
land of which 0.030ha is cocoa and 0.106ha is

- Nana Yaa Fowaa: Gh<11768.00 for 0.88ha of land

All involved are pleased with the compensation

s Faithfully

Anthi Tabi  
MOFA -  
Berekum

## Annex 7: Example contract between Chief of Kotaa and mr. Achamaa Abombangra (settler farmer)

# Form\*

ghana

### AGREEMENT ON LAND TENURE FOR ACCOMODATION AND FARMING, AT KOTAA.

The interpretation and implications of this agreement has been duly explained in the language the parties understand. THIS AGREEMENT is made this .£L\*SP?.....day

October Y. .... 2018

BETWEEN Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa - Hene 0547838667 KO 036 - Kotaa (which expression shall where the context so require or admits include his successors and assigns) of one part.

AND

Abombangra Achamaa (Settler)

WHEREAS

- The Abombangra Achamaa will own the land within the bounds of the traditional land tenure system.
- That Abombangra Achamaa may construct a house on 0.2ha portion of FG K10 as per attached map.
- That Abombangra Achamaa and family may stay unhindered on the portion.
- That Abombangra Achamaa may use the land for farming purchases (Excluding goat or cattle farming).



- That Abombangra Achamaa will abide by rules and traditions of Kotaa as set - out by the elders of Kotaa community.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Kwaku Brntu 11, Kotaa- Ilcne On

owners.

In the presence of

Name: Mrs. Law Asire  
Address: H.H. K.I. II, Kotaa  
Amet.

SIGNED by the within

Abombangra

In the pr

Kwabena Apandea

Name:

Evelyn Zippah (Environmental and Social officer)

Address

Form Ghana P.O. Box 211 Syci

Signature:

behalf of I .and

# Form\*

ghana

## AGREEMENT ON LAND TENURE FOR ACCOMODATION AND FARMING, AT KOTAA,

The interpretation and implications of this agreement has been duly explained in the language the parties understand. THIS AGREEMENT is made this ..^?^Tf?....day of...

.j..... 2018

BETWEEN

Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa - Hene 0547838667 KO 036 - Kotaa...(Which expression shall where the context so require or admits include his successors and assigns) of one part.

AND

Kandegabono Abee (Settler) WHEREAS

- The Kandegabono Abee (Settler) will own the land within the bounds of the traditional land tenure system.
- That Kandegabono Abee (Settler) may construct a house on 0.2ha portion of FG K10 as per attached map.
- Thaj.Kandegabono Abee (Settler) and family may stay unhindered on the portion.
- That Kandegabono Abee (Settler) may use the land for farming purchases (Excluding goat or cattle farming).

That Kandegabono Abee (Settler) will abide by rules and traditions of Kotaa as set - out

by the elders of Kotaa community.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET 1 HEIR HANDS THE DAY AND YEAR FIRST ABOVE W RITTEN.

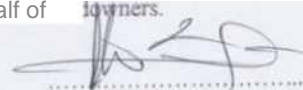
SIGNED by Nana Kwaku Brntu II, Kotaa- Hcnc On behalf of owners.

In the presence of

Named ans Taw Asare

Address H/Ko. K.i. II, Kotaa

Signature: Ans Taw Asare



Kandegabono Abee

In the presence of Stephen Donqana

Name Evelyn Xiffreh

Address Form Ghana Ltd, P.O. Box 211 Syci

Signature: Xiffreh



SIGNED by the within named

ghana

AGREEMENT ON LAND TENURE FOR ACCOMODATION AND FARMING. AT  
KOTAA.

The interpretation and implications of this agreement has been duly explained in the language the parties understand. THIS AGREEMENT is made this ..^m)...da>

BETWEEN Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa — Hene 0547838667 KO 036 — Kotaa

..... (which expression shall where the context so require or admits include his successors and assigns) of one part.

AND

Ayandor Akangore (Settler)

WHEREAS

- The Ayandor Akangore will own the land within the bounds of the traditional land tenure system.
- That Ayandor Akangore may construct a house on 0.2ha portion of FG K10 as per attached map.
- That Ayandor Akangore and family may stay unhindered on the portion.
- That Ayandor Akangore may use the land for farming purchases (Excluding



goat or cattle farming).



. That Ayandor Akan gore w ill abide by rules and traditions of Kotaa as set out  
by the elders of Kotaa community.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET  
THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Brntu 11. Kotaa- Hene On behalf of Landowners.

In the presence

Name: me Kw Asene

Address: H/O K. 11, Kotaa

Signature: Asene



Ayandor Akangore :

In the presence of Xlongo Xharon (farmer settler)

Name: Evelyn Xffsch (Environmental and Social Officer)

Address: Form Ghana Ltd, P.O. Box 211 Syc

Signature: Xffsch

SIGNED by the withm named

# Form\*

ghana

AGREEMENT ON LAND TENURE FOR ACCOMMODATION AND FARMING, A\_T  
KOTAA.

The interpretation and implications of this agreement has been duly explained in the language the

parties understand. THIS AGREEMENT is made this .s2-^?Jkl....day

.....2018

BETWEEN Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa - Hene 0547838667 KO 036 - Kotaa ... (which expression shall where the context so require or admits include his successors and assigns) of one part.

AND

Adongo Achembona (Settler)

WHEREAS

- The Adongo Achembona will own the land within the bounds of the traditional land tenure system.
- That Adongo Achembona may construct a house on 0.2ha portion of FG K10 as per attached map.
- . That Adongo Achembona and family may stay unhindered on the portion.
- That Adongo Achembona may use the land for farming purchases (Excluding

goat or cattle farming).


Socio-Economic Impact Mitigation Action Plan - Form Ghana

That Adongo Achembona (Settler) will abide by rules and traditions of Kotaa as set - out

by the elders of Kotaa community.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Kwaku Baah Brentu 11, Kotaa- Hene On behalf of Landowners.

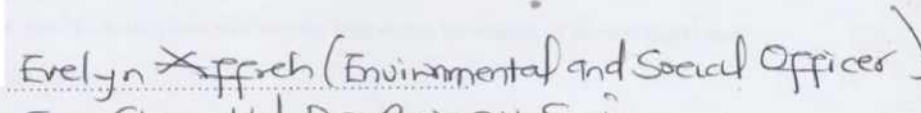


In the presence of  
Name: Nana Kwaku Baah Brentu  
Address: H/H 11, Kotaa  
Signature: Nana Kwaku Baah Brentu

SIGNED by the within named Adongo Achembona In the presence of Name:

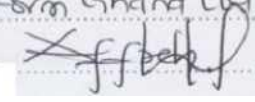


Adongo Achembona (Farmer Settler)



Evelyn Appreh (Environmental and Social Officer)

Address: Form Ghana Ltd, P.O. Box 211 Syi.



Signature:

ghana

AGREEMENT ON LAND TENURE FOR ACCOMODATION' AND FARMING, AT  
KOTAA.

The interpretation and implications of this agreement has been duly explained in the language the parties understand. THIS AGREEMENT is made this ..'Qr£?!.f?.....day of....Qdx^5b .....2018

BETWEEN Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa - Hene 0547838667 KO 036 - Kotaa ....(which expression shall where the context so require or admits include his successors and assigns) of one part.

AND

Stephen Donaana (Settler)

WHEREAS

- The Stephen Donaana will own the land within the bounds of the traditional land tenure system.
- That Stephen Donaana may construct a house on 0.2ha portion of FG KIO as per attached map.
- That Stephen Donaana and family may stay unhindered on the portion.
- That Stephen Donaana may use the land for farming purchases (Excluding goat or cattle farming).

That Stephen Donaana will abide by rules and traditions of Kotaa as set -  
out by the elders of Kotaa community.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET  
THEIR

HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED by Nana Kwaku Baah Brntu II, Kotaa- Hint On behalf of Landown.

In the presence of

Name:

Address:

Signature.

SIGNED by the within named

Stephen Donaana

In the presence of

Name: 'Ev/el-jro

Address of ^X^

P

Ltd. pQ- ,

Signature: m

# Form<sup>^</sup>

ghana

## AGREEMENT ON LAND TENURE FOR ACCOMODATION AND FARMING, AT

KOTAA.

The interpretation and implications of this agreement has been duly explained in the language the parties understand. THIS AGREEMENT is made this . . .day

.....

BETWEEN Community of Kotaa represented by:

Nana Kwaku Baah Brentu 11 Kotaa - Hene 0547838667 KO 036 - Kotaa .... (which expression shall where the context so require or admits include his successors and assigns) of one pan.

AND

Ababono Nyaaba (Settler)

WHEREAS

- The Ababono Nyaaba will own the land within the bounds of the traditional land tenure system.
- That Ababono Nyaaba may construct a house on 0.2ha portion of FG K10 as per attached map.
- That Ababono Nyaaba and family may stay unhindered on the portion.
- That Ababono Nyaaba may use the land for farming purchases (Excluding goat

or cattle

farming).



That Ababono Nyaaba (Settler) will abide by rules and traditions of Kotaa as set -out by the elders of Kotaa community.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

behalf of SIGNED by Nana Kwaku Baah Brntu 11. Kotaa- Hcnc On

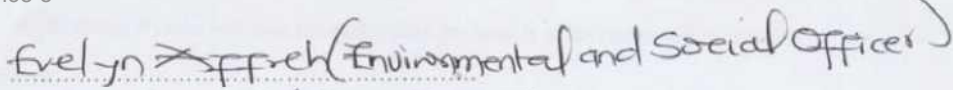
Address K ■ I.C .....

In the presence of Name:  .....

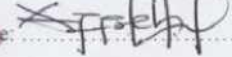
Landowners 

SIGNED by the within named Ababono Nyaaba In the presence of

  (Farmer settler)

Name: Evelyn  (Environmental and Social Officer)

Address: Form Ghana Ltd, P.O. Box 211 Syc

Signature: 

## Annex 8: List of presence at the reception ceremony of the settlers in Kotaa

RAP: OFFICIAL COMMUNITY GATHERING FOR FARMERS SETTLERS TO KOTAA COMMUNITY

DATE: 26<sup>th</sup> OCTOBER, 2018

VENUE: KOTAA - BEREKUM

NAME	POSITION/RANK	TELEPHONE	SIGNATURE
Nana Kwaku Baah Bortey	Chief Kotaa	0547838667	
Nana Oforiwa Amanfo	Queenmother Kotaa	0547838667	
Hon. Oteyere Frederick	Assemblyman Kotaa	0203895533	
Nana Kwadwo Yeboah	Apusuapani Kotaa	0207106432	
Nana Kofi Aboagye	Family member	0203448885	
Nana Yaw Asare	Family member	0205538477	
Nana Kwadwo Johnson	Family member	0202483648	
Nana Yaw Kyemeh	Youth leader	0553181799	
Nana Adum Atta	Gyasehene	0545491176	
Kwadwo Dastey (Nana)	linguist	0503870954	
Opong David	Committee chairman	0248792009	
Kwadwo Mensah	Committee member (honor)	0240600241	
Emmanuel Bosh	Committee member	0549385489	
Mavis Kumi	Chief's wife	0246399644	

**RAP: OFFICIAL COMMUNITY GATHERING FOR FARMERS SETTLERS TO KOTAA COMMUNITY**

DATE: 26<sup>th</sup> OCTOBER, 2018

VENUE: KOTAA - BEREKUM

NAME	POSITION/RANK	TELEPHONE	SIGNATURE
Francis Bilson-Obae	Plantation Manager	0245 905 605	<i>[Signature]</i>
Evelyn Affreh	EX S officer	0542 181950	<i>[Signature]</i>
Kwabeng Aandedi	Farmer settler	0542180021	<i>[Signature]</i>
Stephen Donaana	Farmer settler	0503230810	<i>[Signature]</i>
Ayandor Akangore	Farmer settler	0556465335	<i>[Signature]</i>
Akabono Nyarabi	Farmer settler	0541587753	<i>[Signature]</i>
Aduko Achenbuna	Farmer settler	0245645647	<i>[Signature]</i>
Abambangra Ashamaa	Farmer settler	0542545459	<i>[Signature]</i>
Kandegabano Abee	Farmer settler	0559700562	<i>[Signature]</i>

## Annex 9: Example letter from settlers indicating they moved back to Akumadan out of their own free will.



### FOAT?

I V/1 III fomu for the future  
ghana

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November, 2019

### AGREEMENT LETTER BETWEEN AKI'MADAN SETTLER FARMERS AND FORM GHANA LIMITED

The Resettlement Action plan of Form Ghana, in moving settler farmers from Akumadan to Berekum (Kotaa) has been mutually agreed between two parties (Form Ghana and settler farmers in Akumadan.

Form Ghana in this regard of its responsibilities assisted settlers with temporary housing, borehole water, toilet facilities, and employment opportunities and also a land to farm within Form Ghana plantation area. All these they received and signed to it on 7<sup>th</sup> December 2017 as an agreement letter.

However farmers' settlers upon receiving all these packages and all efforts made by Form Ghana, the Kotaa community for them to have a good stay still decided to move to Akumadan on their own free will.

\*Upon your agreement with the above, you are requested to sign/thumb-print on the lower right of this letter. We hope for a fruitful cooperation and successful resettlement.

