



Detailed Comments Matrix

GVL response to Global Witness letter of 18 June 2015

1 July 2015

Ref	GW statement/ allegation	GVL response
1	<p>After the GVL contract period ends, the company's plantation will be transferred to the Government, making it unlikely that the communities who own the land on which the GVL plantation is located will ever again be able to manage their land.</p>	<p>GVL will only develop land agreed with host communities under the company's and RSPO's FPIC process; we respect and recognise community customary ownership of these lands.</p> <p>The status of land is subject to the laws of Liberia including those respective lands where GVL has agreements with communities. The GVL Concession Agreement (CA) allows GVL to develop oil palm on Government land and on private land, subject to its other terms and subject to prevailing laws. GVL's understanding is that in Liberia in general as well as in the GVL CA definition of Government, the Clan is defined as part of Government.</p> <p>We conduct our business in a manner consistent with the Land Rights Policy draft approved by the Land Commission of Liberia on 21 May 2013. Section 6 of this sets out the basis for identifying and managing community land. This policy guidance precedes the formalisation of the status of community land in the proposed Land Act, which we believe will be tabled in August 2015 and which we anticipate will clarify this matter further. This is a matter of national law.</p> <p>The decision of how the land and investment assets will be distributed after the CA expiration is a matter to be determined subject to the laws prevailing at that future date. From our current understanding of the direction the Land Act is taking, we believe that the land policy is leading towards full and explicit recognition of community land ownership.</p> <p>Therefore, in all GVL land agreements so far, we understand effective ownership to be with the local communities, either through their Clans, as explained above, or through the CLDMAs (Community Land Development and Management Associations, as per the currently established Land Policy and the Land Act currently in front of the Legislature).</p> <p>Based on this, and our own policies, GVL believes that the land we work on, is community land, and will also revert to communities at the end of any agreement periods, through the mechanisms described above. Nevertheless, we will be meeting the Deputy Commissioner of the Land Commission on the afternoon of 2 July 2015 and will raise this issue.</p>
2	<p>The GVL concession agreement with the Liberian Government does not contain</p>	<p>We believe that the Concession Agreement (CA) contains significant safeguards in regards of international law.</p>

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	<p>safeguards required by international law such as protections for community land rights or consultation requirements.</p>	<p>The GVL CA specifically requires conformance to international law and “in accordance with oil palm industry standards.” These are defined in the CA as the “generally accepted standards practiced in the oil palm production industry globally.” We are members of the Roundtable on Sustainable Palm Oil (RSPO) and take the requirements of the RSPO Principles and Criteria and associated guidance to be the “generally accepted standards” that we should employ.</p> <p>Regarding international law and human rights in general, the CA explicitly requires conduct in a manner consistent with Liberia’s obligations under international treaties and agreements insofar as those have the effect of law in Liberia (article 31.1).</p> <p>The CA further establishes that the agreement shall be construed and interpreted in accordance with and by those generally accepted international laws as may be applicable and that have the effect of law in Liberia (article 31.2).</p> <p>Regarding rights related to land, please refer to our comments in 1 above</p> <p>We believe there are adequate safeguards in the CA, which benefited from the input of internationally recognized law firms on all sides during the drafting process and which has been commended at international events for its quality. We have applied internationally recognized best practice in the way that we classify and identify land, and in the way that we engage and negotiate with communities on land, as well as how we agree and implement Memoranda of Understanding (MOU). Our approach was subject to rigorous scrutiny by an inspection visit by the RSPO in June 2014.</p> <p>We continue to seek ways to improve transparency and engagement, as we note in response to some of your later statements. In particular, we have stated regularly that we would welcome direct participation from any NGO that wishes to engage constructively with GVL to improve the way that we engage with communities.</p>
3	<p>Community members in the GVL plantation have submitted complaints to the Roundtable on Sustainable Palm Oil (RSPO). These complaints include allegations of:</p>	<p>A number of complaints have been submitted to the RSPO by several NGOs either on behalf of community members or in their own right.</p> <p>In January 2013, the RSPO Complaints Panel found that one 2012 complaint had merit. GVL has acted on the recommendations. GVL submits a quarterly report to the RSPO where the status of complaints is</p>

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	<p>a. The use of intimidation and coercion to force communities into signing MOUs;</p> <p>b. Local Government officials using their position to threaten job security as a way of intimidating community members into consenting to company operations;</p> <p>c. GVL’s employment of a much-feared former-warlord who regularly intimidates those not in favour of GVL</p> <p>d. Conversion of community land without obtaining community consent;</p> <p>e. Failure to pay communities the correct compensation for damage and removal of crops;</p> <p>f. Polluting drinking water without providing alternatives; and</p> <p>g. Failure to provide communities with enough information to fully understand the impacts of the plantation.</p>	<p>reported. The reports are publicly available on the RSPO website and are also enclosed.</p> <p>RSPO has so far not upheld any subsequent complaints. In June 2014, the RSPO sent a senior delegation to investigate all complaints against GVL and have found that most of them are unsubstantiated and others are matters of opinion that should be mutually resolved through local dialogue. The RSPO report is enclosed.</p> <p>If there are specific issues arising from that report that you would like to follow up, we would be pleased to do so, particularly if we are able to do so on the ground in Liberia so that you may give direct feedback on how you feel we might improve.</p> <p>GVL has itself investigated each known complaint and provided details of the results to RSPO. GVL also has an internal standard operating procedure for grievances, under which complaints or concerns are investigated locally.</p> <p>As your references to complaints in this point are general, we may not be able to provide detailed reports regarding each particular item. However, from the type of allegation made in the list, the following items may be relevant:</p> <p>a. “Intimidation and coercion”:</p> <p>GVL does not tolerate the use of intimidation and coercion in its operations and specifically to push communities into signing MOUs or consenting to company operations. This is not only inconsistent with our values and FPIC principles, but it makes for bad business to insist on an unwanted outcome in a long term partnership.</p> <p>In reality, GVL receives more unsolicited invitations from communities to start operations in their respective lands than we are currently able to take forward. Forced agreements are not only inconsistent with our values and FPIC principles, but, here again, it makes for bad business to insist on an unwanted outcome in a long-term partnership.</p> <p>The company will only invest in areas where we are invited by the overwhelming majority of host communities through the FPIC process. We strive to develop meaningful and mutually respectful long term relationships, which will benefit both communities and the company.</p>

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		<p>We have previously investigated these types of claims and provided reports to RSPO dated 26 August 2013, 13 September 2013, 8 November 2013 and 12 March 2014.</p> <p>If there is any evidence of intimidation or coercion, GVL would like you to provide it to us so that we may investigate.</p> <p>b. “Local Government officials threatening job security”.</p> <p>We specifically emphasize to Government members and employees our commitment to the RSPO Principles and Criteria and to the requirements of FPIC. We strive to educate Government employees on how these principles should be applied also by them in their legitimate roles regarding any matters relating to GVL, communities and individuals.</p> <p>We are currently aware of two complaint claims that potentially relate to this job security item. We have investigated these as well as requested the Government to inform us of their understanding of these matters. What we know is the following:</p> <p>An allegation of a town chief being suspended from his job: We are told that a town chief was originally appointed for an abandoned “old town” tasked to rehabilitate the town, but failing to do so was given several written warnings over a year and then a suspension notice by a district commissioner. We investigated this matter in 2014 and were shown such warning letters, but also an official notice of cancellation of the suspension by the commissioner’s superior, and payroll records appearing to show that the person continued to receive his salaries to the point where we checked the matter in 2014. We were therefore not able to confirm intimidation specific to GVL.</p> <p>An allegation of a Government medical clinic aide being dismissed due to opposition to GVL: We are told that this was actually a case of a nurse’s aide being disciplined for gross carelessness in injecting a patient with the wrong substance that caused the patient to be paralysed. It was implied that the person would have made the allegation in order to gain sympathy or reversal of the disciplinary action. We were not able to confirm intimidation in this case either.</p> <p>Please also refer to the mentioned GVL reports to RSPO dated 26 August 2013, 13 September 2013, 8 November 2013 and 12 March 2014.</p>

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		<p>Should you be aware of further evidence or other specific cases, please revert to us so that we may investigate or identify the matters.</p> <p>c. “Employment of a warlord intimidating those not in favour.”</p> <p>We believe this refers to an allegation made against a GVL employee in East Sinoe in July 2013.</p> <p>We wish to state categorically that GVL does not employ anyone for the purpose of intimidation nor knowingly allow anyone to carry out such acts that are illegal.</p> <p>We are concerned by the term “warlord” being used of any GVL employee, due to the stigmatization of the individual. We are aware of many ex combatants amongst our employees, including combatant troop leaders. Ex-combatants are considered a vulnerable group in Liberia. They lack access to jobs and education and have been stigmatized in addition to suffering from Post Traumatic Stress Disorder. Several aid programs funded by WB, USAid YES I and II, UN, UNDP and Landmine Action have specifically focused on this group and provided job training and integration for ex-combatants. Specifically, an agriculture training programme was carried out in the Panama facility in East Sinoe by Landmine Action for ex-combatants and GVL was requested to participate in finding jobs for them as part of their rehabilitation.</p> <p>We investigated the allegations made in July 2013. We did not find evidence of intimidation, as mentioned in the allegation. We did learn that vocal debate had occasionally taken place. We were also told that the allegation was made by another ex-combatant member of a previously opposing combatant faction.</p> <p>GVL’s Civic and Political Activity policies regulate allowed and not allowed behaviours for certain employee groups. Senior management, members of the Community Affairs teams and GVL security guards are specifically regulated; however “normal” employees’ behaviours and freedom to express opinions outside of the workplace and working hours are not regulated, whether these be favourable or unfavourable to the company. GVL does not restrict employees’ nor community members’ engagement in debate about the company and the impacts GVL investment might have for a community.</p> <p>GVL provided reports to RSPO including on this matter dated 26 August 2013 and 13 September 2013.</p>

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		<p>We have not received allegations of any cases since the July 2013 case.</p> <p>d. “Conversion of community land without consent”</p> <p>In response to a 2012 complaint concerning Butaw, the RSPO Complaints Panel found in January 2013 that there is merit in the complaint. GVL’s process to obtain community consent was deemed to have been inadequate in Butaw District, Sinoe County.</p> <p>GVL engaged The Forest Trust to report on the alleged shortcomings, and upon publication of TFT’s report, adopted all of the TFT recommendations for implementation.</p> <p>We believe that the position since 2013 and up to now is very different. Since early 2013, GVL has, together with TFT (formerly The Forest Trust), developed robust Free, Prior and Informed Consent (FPIC) processes and associated Standard Operating Procedures (/SOPs). These have been published on the GVL website for comment as well as for transparency. GVL has also sought assistance in ensuring that these processes are properly applied in the field.</p> <p>In the Butaw case, by the end of 2014, the implementation was deemed to have been substantially completed. In February 2015 GVL and community groups signed a resolution work plan that was intended to lead to resumption of new development sought by the communities.</p> <p>Currently several complaints submitted by NGOs of alleged subsequent failures to obtain consent have not been upheld by the RSPO Complaints Panel.</p> <p>GVL remains committed to continued improvement in our FPIC processes and execution.</p> <p>e. Failure to pay correct compensation for damage and removal of crops;</p> <p>Failure to pay correct compensation was alleged in the 2012 complaint regarding Butaw. GVL had been implementing the Ministry of Agriculture’s then valid compensation rates table. The TFT Butaw report recommended a new, more clear and transparent crop compensations form, which was implemented.</p>

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		<p>The Ministry of Agriculture has in the meantime updated the crop compensation rates and methods. However, the new rates and their calculation pose further issues of interpretation and applicability. GVL has therefore since 2013 implemented a no-conversion policy, under which GVL will not propose or accept for development any land that carries planted crops.</p> <p>Please also refer to GVL responses to RSPO/SDI/SESDEV dated 16 October 2013 and to RSPO dated 8 November 2013.</p> <p>Therefore, since 2012, no new wrongful crop compensation issues should have arisen. We would wish to jointly investigate any new specific cases that may be known to you.</p> <p>f. Polluting drinking water without providing alternatives;</p> <p>In response to a 2012 complaint concerning Butaw, GVL engaged TFT to report on the alleged shortcomings, and upon publication of TFT’s report, adopted all of the TFT recommendations for implementation.</p> <p>This included further measures to counter disturbances to water flow in streams during farm works and a program to construct wells and pumps in all affected communities. The well building programme in Butaw for affected or potentially affected communities was completed in the subsequent dry season (wells must be constructed during the dry season to ensure they provide water in dry periods). The implementation was reported to RSPO in detail, in our quarterly updates.</p> <p>Please also refer to GVL response to RSPO/SDI/SESDEV dated 16 October 2013.</p> <p>GVL currently proactively constructs wells if there is a considered risk of water disturbance from an upcoming agreed development. New standards and practices have also been implemented regarding water channels and bridging works.</p> <p>We do not have information on subsequent unresolved water concerns.</p> <p>g. Failure to provide communities with enough information to fully understand the impacts of the plantation.</p>

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		<p>We recognize the challenge to fully describe plantation impacts to communities, in a manner that is truly understood.</p> <p>We engage in an extensive programme of written, verbal and case information dissemination. Written documentation is provided in several forms, including copies of the Concession Agreement, copies of draft MOUs, simplified Q&As on the concession agreement and GVL operations focused on matters that affect communities. Verbal discussions are carried out in English and local dialects (Sapo, Kru and Grebo and their variants) in community visits, and through radio programs. Additionally, the independent consultants carrying out Environmental and Social Impact Analyses and the High Conservation Values Assessments, and developing the Management Plans, carry out interactive processes with the communities. We have found that site familiarization visits by community delegations to our now existing farms in Sinoe and Grand Kru , appear to be one of the best methods of providing real understanding of plantation impacts.</p> <p>We have discussed this also in GVL responses to RSPO/SDI/SESDEV dated 16 October 2013 and to RSPO dated 8 November 2013.</p> <p>We do believe that more can be done to provide information and ensure that it is better understood. We strive to do this ourselves, but also welcome feedback. We are investigating ways to engage local civil society organisations (CSOs) in this process so that communities may feed back indirectly if they prefer.</p> <p>We are currently considering suggestions made by FPP’s 2015 report on similar matters. We have also received recently an analysis commissioned in 2014 by Global Witness on a 2013 GVL ESIA. The ESIA studies are conducted by an independent consultant in accordance with Liberian and RSPO regulations. However, we have inserted the received feedback into the terms of reference of new studies that are to be commissioned.</p> <p>We welcome further feedback and suggestions.</p> <p>To note, GVL has, since 2013, invited local and international NGOs/CSOs to visit GVL operations and to give constructive feedback to GVL on how it might improve its community engagement. On 30 April 2015, GVL met four local NGOs for the first engagement forum. It has been provisionally agreed that some or all of these NGOs may observe GVL engagement in two pilot areas so that they may</p>

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		<p>provide feedback on the ground and in real time as to how GVL conducts its community engagement processes and how it may improve on these.</p> <p>Arising from the same forum, GVL and the NGOs have agreed a visits protocol to visit and/or travel through GVL estates and visit communities on GVL estates. This protocol, which will be formalised after its initial trial, gives NGOs the opportunity to make such visit without the participation of GVL once the visit has been notified by the concerned NGO(s) and confirmed by GVL.</p>
4	<p>During the June 2014 RSPO investigation, RSPO staff stayed in GVL housing and toured the plantation in GVL jeeps accompanied by GVL staff, compromising their ability to make a balanced assessment of the situation.</p>	<p>Prior to the RSPO investigation visit to Liberia, the RSPO sought and obtained the help of UNMIL to provide logistics support including transport and accommodation. However, this was not successful and RSPO sought GVL's assistance as a last resort to which GVL complied.</p> <p>As part of the agreed program, RSPO conducted investigation visits to communities without GVL's presence. In all communities, specific visits and meetings were scheduled and conducted without GVL. This was with the full and prior knowledge of the complainants and there was no protest prior to and during the investigation visit. In some communities RSPO met separately with factions "opposing" and "supporting" GVL. In other communities, the communities themselves decided to hold joint meetings.</p> <p>GVL did not in any way influence the outcome of the investigation.</p>
5	<p>GVL and some local Government officials are together waging a fierce and sustained campaign to quash opposition to the plantation through coercion, intimidation, and manipulation in direct violation of the FPIC principles enshrined in GVL's own policies and commitments.</p>	<p>This is a serious allegation. If there is indeed evidence that GVL employees or contractors are doing this, please pass it to us so that we may investigate.</p> <p>GVL holds the view and has made it clear that its long term commercial success is most likely to be assured if it works constructively with communities as our long term hosts and demonstrates it is operating in compliance with national and international regulatory requirements and other appropriate standards. This includes compliance with the RSPO FPIC guidelines.</p> <p>Please also refer to related responses in point 3 above.</p>
6	<p>GVL has a close-standing relationship and significant private financial arrangements with Senator Milton Teahjay. GVL is currently renting a</p>	<p>GVL rents premises where it's cost effective or construction of its own quarters has not yet been done.</p> <p>Currently the company rents 14 properties for use as housing, offices and for mixed purposes. The landlords are diverse. To our knowledge, 1 of the 14 is owned by a politician and another previously</p>

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	<p>house belonging to Teahjay in Unification City (Sinoe County) as an office, for an annual rent of US\$ 18,000. This rent appears to be substantially higher than that paid for other properties in Sinoe. A June 2015 survey of four Greenville properties, adjusted for size, showed that annual rents were US \$5,500 – a difference of US\$ 12,500. Otherwise put, GVL is paying over 300 per cent higher rent than is paid for comparable buildings.</p>	<p>rented (given up in 2013) was previously owned by a politician.</p> <p>A house referred to in Tarjuowon, Sinoe County consists of 7 bedrooms and is used to house the Nurses who staff the community clinic operated as a community support service, as well as community staff. As a practical matter, there is almost no safe, secure, sanitary, or structurally sound housing of any size near our areas of operation. We have very limited choice. In this case the house is actually the only one of acceptable quality and with the necessary conveniences available anywhere in the district. By rental charge, it appears to be 3rd lowest among the properties GVL rents. Due to Greenville being approximately 65 kilometres away, on very bad quality roads especially in the rainy season, we do not believe at all that Greenville would be either a valid alternative or a valid comparison of rental levels. In the case of Tarjuowon, this particular community has two houses of acceptable quality and facilities, both owned by the same landlord. We consider the rental quite economic to us: our alternative is to construct our own building on rented land, with this option being significantly more expensive in comparison.</p> <p>The community in question is part of the GVL social agreement due to their proximity to the farm being developed and the fact that numerous company employees come from there. The community clinic and school are supported and staffed by GVL.</p> <p>Due to cost, GVL does not plan to construct its own premises in the community outside areas where it directly operates, and will likely continue to be interested in rental at reasonable cost for the appropriate quality.</p> <p>The rental payments are transparently reported to the revenue service and withholdings tax deducted in full compliance with the relevant law.</p> <p>It is worth noting that other international companies and agencies have also had to rent property from appointed or elected government officials due to the shortage of suitable alternatives. Reiterating our comments in point 4 above that, as recently as June 2014, RSPO also found that they were unable to source suitable accommodation and facilities from independent sources. We welcome GW to come and visit and conduct a survey of suitable and available (now and then) housing in these areas.</p>
7	<p>From 2010 to 2013 GVL also rented the house of his predecessor, former-</p>	<p>Please see response 6 above.</p>

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	<p>Senator Mobutu Nyenphan. According to GVL, the company’s annual rent was US\$ 35,000, including a US\$ 3,500 tax paid to the Ministry of Finance.</p>	<p>We have previously made relevant details of this and other rental agreements available to GW. The rental payments were transparently reported to the revenue service and withholdings tax was deducted in full compliance with the relevant law.</p> <p>We believe that the rental was appropriate in relation to the quality and facilities of the house and to other alternatives available in 2011 to 2013, and economically favourable to the company in relation to constructing our own housing on rented land for use of 3 years.</p>
8	<p>The Liberian Anti-Corruption Commission should investigate rents paid to Teahjay and Nyenphan for potential corruption risks, especially with regard to Section 12.50 of Liberia’s Penal Code, which prohibits bribery of Government officials and politicians.</p>	<p>Should the authorities decide that there are grounds for an investigation, GVL would fully co-operate.</p> <p>GVL has readily made information on these rental agreements available when requested. The tenancy agreements were and are in full compliance with relevant legislation.</p> <p>GVL absolutely does not condone any form of bribery - it strongly rejects any such allegations and denies participation in any form of bribery.</p>
9	<p>In June 2014, a community member working for a local NGO approached individuals maintaining a checkpoint during an RSPO inspection. GVL security forcibly took his camera and his phone containing the evidence that he had collected as part of the investigation. He was then severely beaten and left with a swollen eye and coughing blood. Rescued by a representative from TFT, the NGO worker was taken to a nearby jeep, which was promptly surrounded by GVL security staff holding machetes and demanding that they must give up the evidence they had collected or they would set the cars on fire. The GVL security also made violent threats to the men that: “Liberians and your family will miss you. Stay away from</p>	<p>This incident happened during the RSPO visit. The checkpoint was erected and manned by members of the community who wanted to stop the delegation for their elders to meet with Mr Alfred Brownell from Green Advocates. As GVL understands, the community members wanted to tell Mr Brownell they did not want him to try to stop GVL development in that area. It has also been reported that the community does not favour working with Monrovia based personnel who are said to have taken Liberian \$80,000 of community funds, and wanted this to be known.</p> <p>The TFT representative, Mr Elie Tamekou, together with GVL employee Mr Flomo Molubah, intervened to appeal to the members of the community to let the delegation pass and to defuse the situation.</p> <p>The version of events described by GW is contrary to the events the RSPO team recorded.</p> <p>The testimony to RSPO of the TFT representative Mr Elie Tamekou on the incident states:</p> <p>“During the Sonouh incident, given that the situation was very tense M Flomo and I were trying our best to ease tensions and prevent anybody from being injured.</p> <p>The SesDev staff was pushed from his motorbike, but M Flomo intervened immediately and stopped</p>

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	<p>Tarjuwon, this is our land and we want GVL to operate on it to alleviate the suffering of the Tarjuwon people. You will never work in Tarjuwon or in Liberia again. Any project you present we will go after it.”</p>	<p>those who did that. He told me that his camera was stolen, but I don’t know whether the motorbike was destroyed because when the road was opened, somebody was riding the same motorbike in front of our car.”</p> <p>Subsequently in 2014, members of Kuda, Kulu United Development Association, wrote a complaint to RSPO, where this incident was referred to having been carried out by a number of named “GVL thugs”. The named Tarjuowon individuals wrote to RSPO complaining in turn about the defaming of their names and denying the allegations.</p> <p>GVL would be interested to review any evidence which contradicts the above account.</p>
10	<p>GVL’s MOUs gain communities nearly nothing and demonstrate that the company’s FPIC process is flawed as they have been signed in a climate of fear and intimidation, agreed without sufficient information provided to communities, and have not been negotiated by the communities.</p>	<p>Please see responses 3 and 6 above. Again, these are serious allegations and GVL would like to request access to any evidence which supports the allegations.</p> <p>The RSPO delegation in 2014 met with communities – in many instances with no GVL presence (at the explicit request of NGOs) – and indicated in their report that they did not see evidence of intimidation by GVL. (para 9.6, pp 53-54)</p> <p>GVL would like to invite GW and indeed any other parties to meet with communities who have signed the MOU to see for themselves whether they have been forced into doing so.</p> <p>GVL has never had to seek land. All the land it has negotiated to date for development has been offered by communities who want GVL to work with them to provide development, employment, education opportunities and other benefits. We are by far the largest employer in the five south east counties. We pay five times that national average wage, as well as providing a monthly rice ration, free schooling, free medical and housing.</p> <p>We refer to the agreement noted earlier with local NGOs for them to monitor community engagement on two pilot projects, from the commencement of engagement through to the signing of the MOU. We believe we have robust processes and SOPs in place, which ensure that communities are properly engaged and informed, and are able to reach agreement with us in a free and open manner. We also recognise that there is always room for review and improvement. These are why we are happy to work with NGOs who are prepared to work with us in a constructive manner to improve how we engage with communities.</p>

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11	<p>Some of the intimidation levied against community members has been part of a sustained attempt to ensure that communities sign the MOUs.</p> <p>a. A Town Chief from Tarjuwon District was fired after he refused to attend the signing ceremony for the MOU to confer his consent, believing – along with others in his community – that the agreement was not in the best interests of his people.</p> <p>b. Another community member from Tarjuwon has stated that: “GVL forced some of our people to sign a provisional MOU, through the influence of national government, the Ministry of Internal Affairs. There are no jobs or sources of livelihood in Sinoe other than farming and hunting. Many influential people are employed with the Ministry, so the high-level officials from the MIA threaten [lower MIA staffers] with their jobs if they don’t sign. They were put under duress to sign a document but they don’t even have knowledge of [what is contained in] that document.”</p> <p>c. Community members from both the Tarjuwon and Numopoh communities stated that top county officials, Milton Teahjay and Romeo Quioh, oversaw the signing ceremonies for their MOUs. In light of Teahjay’s track record of</p>	<p>This is a declarative statement that suggests GW may have already drawn definitive conclusions about the information it has in hand from third parties, rather than assertions or opinion by those third parties or GW. It is somewhat of concern to us that you make this statement in a letter to us seeking our clarifications over issues, which are outside our purview, relating as they do to allegations against non-GVL employees. We trust and hope this is an oversight in formulating this statement and the points therein, and that you will continue to seek a broad range of views and information in an open minded way (as you have in the past), including to learn from GVL and all involved stakeholders, in order for GW to make a balanced and objective assessment.</p> <p>Please see Responses 3, 6 and 10 above. With regards to the specific allegations:</p> <p>As a business, GVL has zero tolerance of the use of intimidation by its employees.</p> <ul style="list-style-type: none"> a. While GVL cannot comment on the decisions of government officials, in the case specified, GVL understands that the official was suspended for job performance reasons, but that the suspension was then lifted and the official continued on the payroll. Please refer to item 3(b) which appears to be the same case. b. As in a., GVL is unable to comment on allegations of conduct of government officials. However, we believe our FPIC processes are such that community members have the necessary information to make their own decisions in a free manner. We have not previously heard this particular statement. The GVL Tarjuowon MOU was widely read out and discussed in draft form and subsequently circulated in printed form in the communities. We do not have knowledge of any non-public document signed by Ministry of Internal Affairs staff with GVL. c. Alleged presence of armed police or ERU has not previously been reported to us. The Numopoh MOU was signed on April 28, 2014 and according to the GVL delegation’s observation, there was no police or ERU presence. Present on that day were UNMIL Civil Affairs representatives Rolin Sala and Roosevelt Morris, as well as NGOs SAMFU and the Sinoe NGO Network. It should be noted that the road to the old Sinoe Rubber Plantation passes through Numopoh. Our observers report that the UNMIL Police & a Liberian ERU joint team

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	<p>intimidation, it is difficult to see how community members could feel free to reject the District’s MOU. In the Numopoh MOU meeting, armed police from the ERU, allegedly invited by Romeo Quioh, were in attendance, undoubtedly adding to the intimidating and threatening atmosphere.</p> <p>d. The Numopoh MOU was also reportedly not read aloud to the community, but despite this 768 community members who could not read, or sign their own names – 97 percent of all signatories – placed a thumbprint on the agreement to confer their consent.</p>	<p>passed in vehicles on the road without stopping, on their regular patrol of the Sinoe Rubber Plantation. In June 2014, RSPO visited the Numopoh community without GVL or Government presence, but supported on that visit by the United Nations Civil affairs representatives and members of the NGO SAMFU. It was reported by RSPO and SAMFU, both, that the Numopoh community supported the GVL MOU and that there was no need to pose further questions to GVL based on the community’s confirmation.</p> <p>d. Allegations of there being no public reading of Numopoh’s MOU have not been previously reported to us. Actually, after a one year overall process, a month was spent reading the draft MOU at grassroots level in towns and villages. After the final draft was agreed with the community MOU negotiation committee and GVL, a further meeting as per the request of the MOU committee was held to read the final draft to citizens. After the meeting the committee with the consent of local community wrote to GVL and selected a day for the signing of the MOU. On the signing date the MOU was read, comparing the final draft with the one printed for signing.</p>
12	<p>Communities were not given adequate information about the plantation’s impacts, including information on the effects of chemicals the company will use on drinking water or projections on whether the plantation will have positive or negative impacts on community livelihoods in the future. Nor were communities provided with any research on the livelihood outcomes of possible alternatives to the GVL plantation, and were instead presented with a false binary choice between “development” if they accept the concession or “no development” if they reject the palm oil plantation. Given that the GVL plantation will wholly change the lives</p>	<p>The FPIC process undertaken by GVL requires the community to be informed of all foreseeable impacts – positive and negative – before making a decision.</p> <p>Impacts are also documented in the Environmental and Social Impact (ESIA) and HCV assessments and mitigation strategies formulated. Summaries are shared with the communities and published on the RSPO website as part of the NPP process.</p> <p>Further, the ESIA and NPP consultants host independent consultative sessions with communities and other stakeholders, and without company participation, prior to finalising their reports, specifically to discuss such topics. The potential impacts and mitigations of GVL operations are detailed in these reports.</p> <p>However, GVL believes that it does not have the necessary expertise to explain all alternatives to GVL plantations and that this is where NGOs or CSOs – which have unrestricted access to these communities – can play a constructive role.</p> <p>In all cases, it is also within GVL’s long-term interests that the vast majority of the community supports</p>

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	<p>and livelihoods of nearby communities for a period that is, essentially, forever, it is not credible to suggest that communities have sufficient information to make informed decisions about whether or not (or under what circumstances) they want GVL, and thus whether or not they want to negotiate an MOU with the company.</p>	<p>the development and as such GVL will never force such decisions on them.</p> <p>Communities also call upon the expertise and education of their members who have moved to Monrovia and elsewhere. Those ‘diaspora’ community members speaking for their communities include senior civil servants, business people, lawyers, religious leaders, university professors and others. GVL has started to ask communities to identify diaspora members to get involved at an early stage so that they do have access, through their own community connections, to people they trust through these community links and who are able to advise them.</p>
13	<p>In almost all respects the terms of each of the MOU’s are substantively the same, and are also the same as those contained in a “Consultative Draft” MOU produced by GVL. This suggests that the terms of each MOU have been pre-determined by GVL. Indeed, community members from Numopoh District reported to Global Witness that they drafted their own version of an MOU, outlining the benefits that they required in return for the lease of the land. Although the MOU was sent to the company, they believe that it was intercepted by GVL workers and did not reach the company for consideration and none of the communities requirements were incorporated into the final MOU.</p>	<p>GVL provides a draft MOU for the communities to consider and thereafter propose changes as this is considered the preferred way by most communities. As a matter of good practice, this draft MOU was developed so that communities could make reference to a model MOU in determining what they want to include in their own. Also as a matter of good practice, it is being made clear that the communities’ wants and needs should be assessed through comprehensive community consultation before any reference is made to the model MOU. In addition, local NGOs have been invited to comment on the model MOU and also to suggest improvements or alternatives to it. The existence of this draft has been commended by several local NGOs and CSOs as providing a practical framework for negotiation. It is increasingly well understood as one possible basis for discussion and not as a rigid template.</p> <p>All MOUs are published on the GVL website and any community can access the MOUs others have signed as a reference.</p> <p>GVL is surprised about the allegation regarding the Numopoh agreement. In fact the Numopoh communities did make several detailed proposals and discussions were held over a period of more than 1 year to formulate the MOU.</p> <p>GVL meets regularly with the community as well as with diaspora members. None of these have ever made mention of a separate draft that they may have been produced. We believe that, should the representatives of the community have had any blocked inputs into the MOU, they would have certainly raised these in discussions with senior GVL counterparts at the time in discussions and would not have signed the final MOU.</p> <p>GVL takes the allegation seriously and would like to request more details on the alleged interception by</p>

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		<p>GVL workers so that we could conduct our own investigation. We welcome a mutual review of this matter with GW should you be willing.</p>
14	<p>The MOUs that have been signed contain terms so vague that they mislead community members, who believe that they will receive a number of benefits by agreeing to the concession. During interviews conducted between 2012 and 2015, community members told Global Witness that the most important “benefit” GVL could provide was employment. However, on this point the MOUs contain little detail, promising jobs but failing to state for how long people will be employed, what workers will be doing or how many people the company will hire. Similarly, the frequently stated hope by communities that GVL would bring medical facilities will also be difficult to enforce: the MOUs may promise health care, but do not specify the quality of this care or, in many cases, a timeline for its provision.</p>	<p>While GVL tries to be as specific as possible, we cannot always identify precisely all the benefits at the outset. Some elements, for example the exact number and nature of jobs, are only evident when development or pre-development activities have started.</p> <p>The baseline ratio of jobs to land in the oil palm sector is about one to every 5ha of land under development. This is an internationally recognised benchmark. In practice GVL employs more people than this ratio suggests it should: over 3,700 when just under 10,000ha was planted by the end of April 2015.</p> <p>GVL, with the agreement of the communities have decided in some cases to draft ‘Provisional MOUs’ so that elements which are not clear at the point of agreement can be agreed upon later. This practice has been criticised by some parties. We have invited suggestions as to alternatives that address their concerns as well as our desire not to restrict our commitments to communities only to those we can absolutely confirm at the moment we sign the MOU.</p> <p>GVL has never stopped communities from having their own legal representation and indeed lets them know that this is their right during the FPIC process. We believe that NGOs/CSOs can play a bigger role in this to provide the necessary assistance to the communities.</p>
15	<p>In fact these “benefits” are almost entirely for employees only. In terms common to all MOUs (and replicating requirements GVL already has under its 2010 contract with the Liberian Government) only GVL employees will have free access to GVL medical facilities and schools. Non-employees will have access to GVL clinics, but must pay for them, and children of non-</p>	<p>GVL believes that building schools and health facilities in areas where existing communities have access to none today would be beneficial to these communities, even if it cannot guarantee free access to these facilities to everyone. As GVL operations develop, the capacity of the health and educational services provided will also increase to serve more people. While we can provide the facilities, building and rehabilitating schools and clinics in communities outside farms will be useful only when they are properly staffed and run. This is the responsibility of the government. We are aware that their resources to do this are limited at the moment and would welcome ideas as to how to improve the effectiveness of such physical assets to the community.</p> <p>We also believe that as jobs are created and people start to have disposable incomes, commerce and</p>

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	<p>employees may have access to GVL schools, but only if the company decides there is enough space for them.</p>	<p>other economic activities will develop. This, along with infrastructure like roads which will be built will facilitate economic development which will ultimately benefit the communities.</p> <p>Community members do get free access to GVL’s schools where space is available, do get free access to clinic services on our farm clinics, and in certain locations, GVL funds and supplies community clinics and provides support to community schools.</p>
16	<p>Community members in Sinoe County reported that some people working for GVL were serving as sub-contractors, working for a GVL “employee” and thus not themselves on GVL’s employment rolls with full contracts. It is unclear if such subcontractors would get the “benefits” such as education and clinic access GVL has promised to its employees.</p>	<p>Please see response 15 above.</p> <p>GVL is surprised at these reports and would like to request details of any such cases so that we may conduct investigations. GVL has a structured payroll system for salaried employees and separately employs contractors (individuals or groups), but is not aware of any subcontractors working for GVL employees.</p>
17	<p>Each MOU is very clear about what GVL gains from the agreement. Each MOU specifies the number of hectares that the company can convert to plantation, although the specific locations cannot be deciphered by a community member, or anyone else for that matter, as the maps attached to the MOUs are of very poor quality. Additionally, each MOU asserts that the community has relinquished all usage rights for the plantation land, and states that the MOU will be probated so as to give it force of law binding not only current community members, but also their heirs and assigns.</p>	<p>The MOU is the result of many steps involving repeated engagement with the community and its representatives. This process, in our experience, takes up to two years. Part of the process is participatory mapping with the community. By the time the MOU is finalised and agreed, besides what is contained in the MOU, this process of engagement provides some level of assurance that the community and its representatives have a good understanding of what is agreed upon. Planted land typically takes up a minority of the community land, with conservation areas, present and future farmland reserves and community palm oil areas taking up the majority. In the case of Sinoe, for example, approximately 40% of developable land on average has been developed for oil palm to date.</p> <p>The MOUs are not perpetual but have a fixed time period. The length of the MOU is partly necessitated by the economics of commercial palm oil.</p> <p>The notarization and probation of MOUs are carried out in order to assure the agreements are legally binding, in accordance with FPIC recommendations. Notarization and probation is also a standard practice of land-related transactions and agreement in Liberia.</p> <p>GVL has been rigorous in ensuring that the only land to be developed is that which has been agreed by</p>

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		<p>communities and clearly demarcated through a participatory mapping process. Nevertheless, in some cases, after MOUs have been agreed and signed, and sometimes after significant land development has taken place, communities have asked GVL if they might reconsider which land they have agreed to develop. GVL has undertaken a further demarcation exercise in accordance with the community's revised wishes.</p>
18	<p>With little support available to communities, during the height of the Ebola crisis GVL signed a number of MOUs in rapid succession. Between 15 August and 21 October 2014 when the spread of Ebola was rapidly accelerating, GVL signed an additional four MOUs covering 13,394 ha.</p>	<p>Regarding Ebola specifically, we are happy to mention that there were no known cases of Ebola amongst any GVL employees, their families and no local cases in any of our partner and MOU communities. In two communities, suspected Ebola cases arrived, but were quickly quarantined by GVL employees and community members trained by the company's outreach. No further cases occurred.</p> <p>As explained in point 17, the FPIC process is lengthy one. The MOUs signed during the period specified were the culmination of extended engagement with the communities which began many months and in some cases years, before the start of the Ebola outbreak.</p> <p>GVL also notes that communities feared that GVL may abandon Liberia because of the crisis. GVL made a conscious decision to maintain our commitment to working together with communities and operate as normal as possible during the crisis to alleviate this fear. Other companies that withdrew staff or cut back operations partially or wholly have equally been criticised for not trying to retain normal operations.</p>
19	<p>At a time when people were avoiding any physical contact and public gatherings, GVL held a series of large community MOU meetings. On 11 October, the same week that Liberia marked its 2,400th death from Ebola, GVL held a meeting at which 519 people from the Tartweh and Drapoh communities came together to sign their MOU, granting the company more land than it had received from any other agreement. During this time people were panic-stricken and in a desperate</p>	<p>Please see point 18 above.</p> <p>Furthermore, GVL has been told that its efforts, together with several private sector organisations, in providing aid to the government and communities through the Ebola crisis, and not abandoning the communities during this time, was recognised and appreciated by the communities.</p> <p>The trust built between GVL and the communities during this time could have contributed to a smoother and quicker conclusion of MOU negotiations.</p> <p>We believe that the 519 people you refer to are the signatories listed in the Tartweh Drapoh MOU which is freely available on our website.</p> <p>We had one substantial gathering in Tubmanville, the largest habitation in the area, which included</p>

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	<p>situation, in addition to being deprived NGO support – the only available independent advice available to them. Therefore the conditions for genuine FPIC to be obtained did not exist, and any MOU negotiated during this time must be renegotiated.</p>	<p>about 100 people, conducted on community request and under careful precautions. At the same time the company maintained steady employment throughout the Ebola period of approximately 3,000 persons daily, coming to work in groups between 200 to 1,000 persons under well-established precautions.</p> <p>The other signatures from the 519 were provided by individual villages and towns based on separate town/village meetings under similar precautions.</p> <p>GVL was an active participant in a private sector group established to help manage the response to Ebola, educate employees and communities and ensure continuity of operations. The company remains proud of the fact that no case of Ebola was recorded among any of its employees or from within its host communities.</p>
20	<p>Between April and December 2014 GVL quickly accelerated its conversion of community land into plantation, clearing 5,358 ha. During this nine-month period GVL cleared approximately the same area of land as it had cleared in the three years since its operations began in January 2011. Having gained additional community lands after signing four MOUs during the Ebola outbreak, GVL has continued to increase its expansion in 2015, and has cleared an additional 1,932 ha in the first five months of the year alone.</p>	<p>We see the increased land development pace as the result of the large number of community invitations that we have received and have been processing for many months and in some cases, years (noting that we are still unable to respond to many in a timely manner) combined with our upgraded FPIC methodology.</p> <p>From early 2013, with the assistance of TFT, we completely upgraded our FPIC procedures and community engagement, with the result that new, mutual agreements were concluded in late 2013 and throughout 2014, including also all Liberian and RSPO regulations being consistently met.</p> <p>The rate of development was entirely consistent with the availability of land as well as the broad rate of development envisaged in Appendix 6 of the CA.</p> <p>The Ebola outbreak slowed that process down, yet GVL believed that it was important that communities and indeed the country get a vote of confidence that the Ebola crisis would abate with the necessary actions and that normalcy will resume.</p> <p>One of the best assurances GVL could give is to continue to build its business and to provide meaningful work to members of the community by continuing its program of planting.</p>