

BILL

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THE CUSTOMARY LAND RIGHTS ACT 2021

TABLE OF CONTENT

PART I-PRELIMINARY

1. Interpretation.
2. Application of Act

PART II-CUSTOMARY LAND RIGHTS AND NON-DISCRIMINATION

3. Right to acquire land
4. Elimination of discrimination

PART III-GENDER EQUALITY

5. Gender equality
6. Joint ownership
7. Family ownership
8. Membership of committees

PART IV-CHIEFDOM COUNCIL AND FAMILY LAND TITLE

9. Chiefdom Council
10. Title to family land
11. Collective consent

PART V -COMMUNITY LAND

12. Communal land in a town or village
13. Communal land in the Chiefdom
14. Tenancy under customary law
15. Pledge
16. Public land
17. Land committee not established

18. Bye laws

19. Legal action

PART VI-PROTECTED, CONSERVED OR ECOLOGICALLY SENSITIVE AREAS

20. Degradation
21. Prohibited activities

ii

22. Ecologically sensitive areas

23. Land adjacent to natural resources

PART VII-CUSTOMARY LAND RIGHTS AND RESPONSIBLE INVESTMENT

24. Investment to comply with procedures

25. Protected areas

26. Leasehold not to exceed 21 years

27. Maximum land for investment

28. Information to communities

29. Legal assistance

30. Lease agreements

31. Investment in family land

32. Investment in community land

33. Lease agreements

34. Terms of a lease

35. Conditions in a lease agreement

36. Negotiation of un-registered land

37. Common resources

38. Minimum rates

39. Compensation for disturbance of rights

40. Compensation for loss of crops

41. Independent valuation

42. Bank account for rent payment

43. Demarcation of land for investment

PART VIII-INVESTMENT INDUCED DISPLACEMENT AND RESETTLEMENT

44. Displacement and resettlement

45. Resettlement action plan

PART IX - LAND TENURE DISPUTE

46. Land tenure disputes

PART X-MISCELLANEOUS PROVISIONS

47. Amendments

No.



2021

Sierra Leone

A BILL ENTITLED

The Customary Land Rights Act, 2021

Short title.

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

[] Date of commencement.

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

PART I—PRELIMINARY

- Interpretation.
1. In this Act unless the context otherwise requires -
- "authorised officer" means an officer of -
- (a) the National Land Commission;
 - (b) Environment Protection Agency;
 - (c) National Protected Area Authority.
- "bye-laws" mean rules adopted by communities to govern their land and natural resources;
- "Chiefdom Council" means the Chiefdom Council established under the Chiefdom Councils Act, Cap 61;
- "Chiefdom land committee" means the chiefdom land committee established under section 49 of the National Land Commission Act 2021 ;
- "community" means any settlement of people in a village, chiefdom, town or city;
- "community land" means land owned and managed by a community in any of the provinces administered by customary law and includes wetlands, forests, grazing lands, market areas, sacred sites, graveyards, as well as family lands that exist within the community;
- "Community member" means a male or female who is ordinarily resident in a village, town or chiefdom - including persons who were born in that community, who have married into that community, and who have moved to the community for other reasons;
- "community livelihood" means socio-economic activities undertaken by community members to

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

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

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

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

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

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

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

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

any other area designated as sensitive under customary law;

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

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

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

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

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

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

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

"sacred site" means any place within, near or adjacent to a community which, based on its customs and practices, has a spiritual or special meaning or significance for inhabitants.

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

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

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

2. This Act shall apply throughout Sierra Leone. Application of Act

PART II-CUSTOMARY LAND RIGHTS AND NON-DISCRIMINATION

3. Subject to this Act a citizen shall have the right to acquire a customary land. Right to acquire Land

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

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

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

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

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

PART III-GENDER EQUALITY

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

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

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

(2) Upon dissolution of a marriage a spouse shall be entitled to a fair disposition of any customary land acquired during the marriage.

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

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

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

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

Membership of Committees 8. (1) Both Male and female shall have equal opportunities in the appointment for membership to land committees.

(2) At least thirty percent of each land committee shall be women.

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

PART IV-CHIEFDOM COUNCIL AND FAMILY LAND TITLE

Chiefdom Council 9. The Chiefdom Council through the Chiefdom Land Committee and the Town or Village Area Land Committee shall have oversight responsibility over land in the respective chiefdoms in the provinces.

Family land title

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

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

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

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

(a) not unilaterally make any decision relating to the land and particularly decisions relating to lease, assignment or grant of land;

(b) be accountable to both male and female members of the family for all actions taken in respect of the family's land holding

11. (1) Where the head of a land owning family wishes to enter into any land transaction, he shall seek the written informed consent of each male and female adult members of the family prior to the transaction and such consent shall be documented. Collective consent

(2) A prospective lessee or buyer shall ensure that the head of the family furnishes him with the document containing the collective consent of the family members.

(3) An officer of the District Registry shall request from the prospective lessee or purchaser the document containing the collective consent of the male and female family members before the registration process.

PART V - COMMUNITYLAND

12. (1) Title to communal land in towns or villages shall be vested in the community as a whole and shall be managed and administered by the Town or Village Area Land Committee on behalf of the community Communal land in the chiefdom

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

13. (1) Title to communal land in a chiefdom shall be vested in the people of the chiefdom as a community to be managed and administered by the Chiefdom Land Committee on behalf of the community. Communal land in a town or village

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

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

10	No.	<i>The Customary Land Rights Act</i>	2021
Tenancy under customary law	14.	(1) A family that owns land may grant seasonal, indefinite, short term, long term or any types of tenancy recognised under customary law.	
		(2) A long-term tenancy for commercial purposes shall not exceed 21 years.	
		(3) An indefinite tenancy shall not be used to secure Investment on any community land.	
		(4) The tenancy agreement for a family land under subsection (1) shall be in the format as set out in the Third Schedule.	
Pledge	15.	(1) Subject to this Act, family land that is to be pledged out to any other person shall be registered before executing the pledge	
		(2) The format of a pledge shall be in the form as set out in the Fourth Schedule	
Public land	16.	(1) Community town or village land that falls under the category of public land shall be administered by the Town or Village Area Land Committee on behalf of the community	
		(2) All the benefits of communal land and its resources shall belong to the community	
land committee not established	17.	The land and natural resources of a town or village shall be managed and administered by the Chiefdom Land Committee until the town or village establishes its land committee.	
Bye laws	18.	Bye laws adopted by the Chiefdom Land Committee shall apply to all villages under the Chiefdom that have not adopted their own bye laws.	
Legal action	19.	(1) A town or village shall have the first option to institute any legal action .	

No.	<i>The Customary Land Rights Act</i>	2021	11
		(2) Where multiple, towns or villages are affected they may institute legal action individually, jointly or through the chiefdom.	
		Part VI - Protected, Conserved or Ecologically Sensitive Areas	
	20.	Authorised officers shall ensure that wetland wildlife Degradation habitats, steep slopes, old growth, virginforests or any other ecologically sensitive areas in the provinces are protected from degradation.	
	21.	Authorised officers shall ensure that no mining, plantation, Prohibited farming or any other large-scale development activity takes place activities on, within, near or adjacent to any-	
		(a) wetland;	
		b) wildlife habitat;	
		(c) steep slope;	
		(d) old growth or virgin forests; or	
		(e) other ecologically sensitive areas	
	22.	(1) A person who is found guilty of causing harm to ecologically sensitive areas shall in addition to the applicable Ecologically Sensitive Areas sanctions, be fully responsible for reversing the harm and restoring the ecologically sensitive areas to their original state.	
		(2) Customary rules and practices that promote protection and conservation of ecologically sensitive areas shall be adopted and enforced by communities.	

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

Land adjacent to natural resources

23. (1) A community whose land is within, near or adjacent to natural resources such as forests, grazing lands, rivers and swamps and which has traditionally and historically relied on such natural resources for their livelihood, spiritual or religious purposes, shall be entitled to use the resources for those purposes subject to subsection (2).

(2) Use by communities of the natural resources under subsection (1) may be restricted or terminated by the government where there is a danger of depletion of such resources.

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

(4) A Town or Village Area Land Committee and Chieftom Land Committee shall adopt and enforce rules for the sustainable use of the resources referred to under sub-section (1) including rules governing or outlawing extraction of natural resources, such as cutting timber or mining sand, for use outside the community.

Part VII - Customary Land Rights and Responsible Investment

Compliance with Procedures

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

Protected Areas

25. Sustainable investment shall be carried out in areas designated as protected under the -

- (a) The National Protected Area Authority Act 2012

- (b) The Environmental Protection Act 2008; and

- (c) Laws relating to marine protection and protected areas

26. A non-citizen shall not acquire a leasehold interest in customary land for a period exceeding 21 years. Leasehold not to Exceed 21 years

27. (1) Subject to subsection (2) the maximum land that an investor shall acquire for any investment shall be 5,000 hectares maximum land for investment

(2) Additional Land maybe acquire subject to compliance with the conditions set out in the First Schedule.

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

- (a) the nature ,scope , risks and opportunities of the investment ;

- (b) business plan;

- (c) expected profits ;

- (d) agreement and licences obtained from the government;

- (e) compliance reports submitted to the government ; and

- (f) any other relevant information

Legal Assistance 29. The Government shall support communities with access to legal and other professional assistance during land negotiation for any land investment.

Lease Agreements 30. Investors shall sign lease agreements with the families or communities on whose land the investment will take place, before the start of the investment.

Investment on family land. 31. No investment shall take place on any customary Land unless the investor obtains the written informed consent of the male and female adult members of the family or community with rights to the land.

Investment on community land. 32. (1) Acquisition of community land for investment shall not be valid unless the investor obtains the written informed consent of the male and female adult members of the community during a community meeting on the investment
 (2) Minutes of the meeting referred to under subsection (1) shall contain a record of the decision of both the male and female members of the community.
 (3) The investor shall submit a copy of the minutes referred to under subsection (2) to the District Land Commission before registration of the lease agreement .

Lease Agreements 33. (1) A lease agreement for a community or family land shall be endorsed by the Chief Administrator of the District Council and a member of the Chieftdom Land Committee.
 (2) A lease agreement for the acquisition of community land within a town or village shall be signed by two members of the Town or Village Area Land Committee, one of whom shall be a woman.

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

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

36 If at the start of negotiation it is noted that the particular land is not registered in accordance with the National Land Commission Act 2021 the negotiation shall be suspended until the land is registered. negotiation of an unregistered land

37. A community whose common resources or interests may be affected by transactions between land-owning families and investors shall be a party to the lease agreement between the family and the investor. Common Resources

38. Government agencies may set minimum rates for leasing of land for specific purposes, but communities and families shall have the right to negotiate for higher rental payments than the minimum rates. Minimum rates

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

40. The owner of crops on land that is the subject of a lease agreement with an investor shall be paid compensation for the loss of his crops in accordance with rates set by the relevant government agency or based on market value. compensation for loss of crops

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

Bank account 42. Each community or family shall set up or designate a bank account for rent payment, the statements of which shall be made publicly available to all community or family members, who shall meet periodically to review the balance and jointly decide how such funds shall be used.

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

PART VIII- INVESTMENT INDUCED DISPLACEMENT AND RESETTLEMENT

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

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

(3) In addition to the information required by section 28, an investor whose operation is likely to lead to displacement and resettlement in the short, medium or long term, shall provide that information, including preliminary studies or assessments, to the family or community whose land is being sought.

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

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

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

- (a) there is compelling need for it;
- (b) the investor obtains the free, prior and informed consent of the adult male and female members of the affected community ; and
- (c) approved by government through the ministry.

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

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

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

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

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

(12) No agreed displacement of affected persons shall commence until the mitigation measures have been completed including, payment of prompt and adequate compensation or delivery

of replacement housing or land acceptable to the affected people, of comparable value and certified fit for habitation and use by both Government and independent assessment.

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

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

Resettlement
action Plan.

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

PART IX - LAND TENURE DISPUTE

Land tenure
dispute.

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

(2) The Village Area land Committee and the chiefdom Land Committee shall address dispute in accordance with their bye-laws which shall comply with the principles of natural justice

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

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

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

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

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

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

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

PART X - MISCELLANEOUS PROVISIONS

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

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

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

(2) Section 34A of the Mines and Minerals Act 2009 is repealed and replaced by the following new section -

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

SCHEDULE**First Schedule****Terms on which land exceeding 5000 hectares may be acquired**

1. The investor should have used up all or substantially all the initial land acquired for its business.
2. The investor should not be in breach of its lease agreement with the communities or in breach of any of its licence conditions from the Environment Protection Agency, the National Minerals Agency or any other government regulator.
3. The investor shall draft and submit a business case for additional land setting out the following:
 - (a) The reason/s for the additional land and the amount of land required.
 - (b) The available funds to be invested in the additional land.
 - (c) The likely impact of the additional acquisition on land supply within the community or communities hosting the investment.
 - (d) Timeframe for the utilisation of the additional land.
 - (e) Likely impact of the additional acquisition on the sources of water across the communities.
 - (f) alternative methods of achieving its business aims without additional acquisition of land.
4. The investor should provide evidence of initial discussion with communities on the additional acquisition and "in principle" consent from the community.
 1. The investor should have been supporting a robust out-grower scheme within its area of operation.
 6. The investor should undertake additional environmental, social and health impact assessment in respect of the additional acquisition

Second Schedule :**Terms of a lease agreement**

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

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

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

- pollution, harm to plant and animal species, and damage to historically and culturally important sites. Such requirements shall include what the company must do to remedy such pollution if it occurs, including what damages it must pay if community health, livelihood, food security and welfare are negatively impacted.
11. Rules to regulate investors' conduct within the community and to protect against social damage to the community, including actions taken by company employees.
12. Compliance monitoring. Detailed description of the community's right to monitor the company's activities to ensure against pollution, social damages, and general non-compliance with the terms of the contract, including who, when and how such monitoring shall be undertaken and reported upon.
13. Grievance mechanisms and dispute resolution protocols. Detailed and clear description of the process by which the community and the investor will resolve any disputes that arise over the course of the leasehold, including the location, language, and procedures for any ADR or mediation process, and how decisions or agreements about grievances or complaints will be made and enforced.
14. Rules concerning communication between the community and the investor throughout the duration of the lease. A detailed plan and timeline for how the community and the lessee investor will communicate - when, where and in what language - concerning: changes to the investment or business plan; annual revenues, profits and losses, information about changes to the company's ownership or management, information relevant to environmental impacts, and other significant information.
15. Breach of contract. Detailed description of what kinds of actions or effects would count as serious and non-serious breach of the contract, as well as consequences for serious breach of contract (including termination of the leasehold), and required compensation and remedy for such breaches.

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

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

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

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

Third Schedule

Format for customary tenancies

Customary tenancies shall contain the following basic terms:

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

Fourth Schedule

Format for customary land pledge

Customary land pledges shall contain the following basic terms:

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

MEMORANDUM OF OBJECT AND REASONS

The Bill is divided into ten parts.

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

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

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

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

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

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

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

on behalf of the community. Clause 13 stipulates that title to communal land in a chiefdom should be vested in the people of the Chiefdom and should be managed and administered by the Chiefdom Land Committee on behalf of the community

Part VI deals with ecologically sensitive area . Clause 20 provides that an authorised officer should ensure that wetland, wildlife habitats, steep slopes, old growth, virgin forests or any other ecologically sensitive areas in the provinces are protected from degradation

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

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

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

Part X deals with miscellaneous provisions .

DR TURAD SENESIE,
Ministry of Lands, Housing and Country Planning.

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FREETOWN