

Response to questions received from Lien De Brouckere on 28 September 2016:
AREA 1

Q: Documents requested from SAG:

- **ESIA, including all annexes**

A: See attached hereto Annexure "A"

A comprehensive socio-economic baseline study of Kintinian village was undertaken in 2013. This includes a village census; structured interviews with a sample of 258 households and an in-depth field survey of social service provision; local governance, land tenure and livelihoods. This study informed the development of the resettlement process as captured in the Resettlement Action Plan (RAP). See attached hereto Annexure "B"

- **All outstanding annexes to the RAP/PARC, including annexes to the annexes (such as the Excel compensation matrix)**

A: See attached hereto as Annexure "C"

- **Decree declaring public utility**

A: SAG's mining operations have not been declared a Project of National Interest (PIN). Accordingly a Declaration of Public Utility in relation to the project has not been granted.

The Resettlement Action Plan was submitted to the Ministry of Mines in December 2013 and the Ministry of Environment, in February 2014, via its Bureau Guinéen d'Evaluation des Etudes Environnementales (BGEEE). In turn, the BGEEE established a *Comité Technique d'Analyse Environnementale* with representatives from the Ministries of Environment, Mines, Decentralisation, Town Planning, to examine the RAP in March 2014. Approval was duly granted on 14 March 2014.

2. Security

Q 2.1: On what day did the inventory start? On what day did the inventory end?

A: The asset inventory process in relation to the relocation of Area 1 commenced on 5 December 2015 and was completed on 31 December 2015.

Q 2.2: We have been told that the military began destroying uncompleted houses in Area One in the days before the protest against the inventory began, and that the inventory began (with military accompaniment) the very same day that the military broke up that protest with live fire. Whose idea was it to start the inventory on that day in light the events that were taking place, and how did SAG coordinate its timing with the military?

A: A framework agreement with respect to the resettlement project was entered into between SAG, the local negotiation committee, the Elders of Kintinian and the Mayor of Kintinian, acting collectively under the aegis of the Prefect and Sub Prefect of Kintinian on 27 August 2015. This agreement provides for:

- The relinquishment of Area 1 to SAG;
- The cessation of all construction activities in Area 1 from 1 September 2015;
- The organisation of the asset inventory between 9 September and 6 October 2015; and
- The resettlement and or compensation of all project affected persons.

There was, however, a delay in the implementation of this agreement as a result of the need for additional engagement with the community relating to the relocation.

On 1 December 2015, SAG received notification from the Prefect to prepare for and commence the asset inventory process on 5 December 2015. On 5 December 2016, the asset inventory began in the western-most part of Area 1. SAG was not aware of any scheduled protest in Kintinian when commencing with the asset inventory. During the day, however, SAG was informed of protest action in the village centre, about 1500m away from Area 1. The protest action was against the confiscation of illegal mining equipment. Our understanding is that the military was deployed in Kintinian around 25 November 2015, several days before the start of the inventory, to curb illegal mining activities in Kintinian and in several other areas in Siguiri prefecture and further afield in a context marked by the Radisson Blu attack in Bamako, on 20 November 2015. There was never any coordination between SAG and the military.

No houses, unfinished or otherwise, were destroyed prior to nor during the inventory process in Area 1. The only structures which we are aware of being dismantled are a few walls which were erected in haste after 5 December 2015, i.e. after the commencement of the inventory process.

Q 2.3: On what day did the President or other representative of the Guinean government tell SAG that "protection will be provided"? How was this message conveyed? What was its precise content? During the months that the military was in Kintinian in 2015, how often did SAG meet with or coordinate with the military? How did SAG obtain the support of the military for particular actions such as accompany the inventory?

A: Neither the President nor any representative of the Guinean government informed SAG that “*protection will be provided*”.

As mentioned above, we understand that there was a separate military exercise aimed at removing illegal miners around several districts in the Siguiri prefecture including Kintinian, Doko, and Siguirini, and in neighbouring prefectures. This was initiated several days before the inventory began.

The military was present in Kintinian during the asset inventory but in no way participated in the actual inventory process, which was conducted by five teams made up of SAG staff accompanied by representatives of the prefectural directorates of mines, environment, town planning and agriculture.

These teams had no interaction with the military deployed in Kintinian and the military was not part of or privy to their engagement with Project Affected Persons in Area 1.

Q 2.4: What measures did SAG take while military were present in Kintinian repressing protests against resettlement of Area One in order to give effect to its obligations under the VPs (including, for example, prohibiting the presence of red berets, and facilitating investigations of incidents)? What measures did SAG take for security forces accompanying its inventory to respect human rights, for the military actions immediately preceding, during and after the inventory?

A: There were no protests held against the resettlement of Area 1 and we are not aware of any military action relating to the resettlement of Area 1. We'd like to point out that SAG has not – and neither will it – engage in or condone any threatening behavior to secure access to land.

We understand that in relation to the removal of illegal miners in Kintinian, there was protest action that resulted in an incident relating to a woman who was injured. We are not aware of the presence of any red berets in Kintinian and SAG did not observe any human rights abuse preceding, during and after the inventory.

Q 2.5: Did SAG provide and financial or logistical support to the military while they were in Kintinian, such as accommodation, food, transport, or stipends?

A: SAG did not provide any accommodation, transport nor stipend to the military whilst in Kintinian.

3. Compensation

3.1 Q: What meetings did SAG hold to explain the resettlement process? Who participated in these meetings?

A: A number of meetings were held with the Authorities (region, prefecture, sub-prefecture and Mayor's office); the Elders of Kintinian; and a committee established by the Mayor of Kintinian, at the Prefect's request, to represent the PAP's of Area 1.

The purpose of these meetings was to explain the resettlement process as a whole, including the asset inventory, compensation options, and the development and presentation of resettlement contracts. Potential host sites were also discussed during these meetings, as were a variety of community requests including social recruitment, water supply, electricity, bursaries, roads and drainage system, market place, and transport facilities.

A first series of such meetings was held in April to October 2014, and included a site visit organised on 3 July 2014 during which the boundary of Area 1 was set out for all to see.

Such contacts continued in 2015 in January and from May to August 2015.

In August and September 2015 several site visits were organised in order to identify a suitable host site. On 8 September 2015, the boundary of Area 1 was demarcated, in the presence of a large group of residents.

Considerable effort also went into explaining the process during the asset inventory itself and when the resettlement contracts were presented to the affected individuals.

3.2 Q: What was the cut-off date (date butoir?) for the inventory? When was this cut-off date announced? By what means and to whom?

A: The official cut-off date for the asset inventory process was 31 December 2015.

The cut-off date was communicated on 18 December 2015 through several channels:

- It was announced by the mosques during Friday prayers;
- Kintinian' s public crier broadcast the information during his rounds;
- SAG's community agents were tasked with relaying the information;
- Notices were also posted at the sub-prefecture's offices in Kintinian from the 18th December 2015 and in SAG's outreach centre in the village and A second broadcast was organised on 27 December 2015.

While the inventory duly ended on 31 December 2015, provision was made to deal with any claims which were introduced after this date. A few claims were received after 31 December 2015, pertaining to undeveloped/unbuilt plots of land. Each of these claims was examined on its own merits and five additional contracts were drawn up, in April and June 2016.

3.3 Q: What is SAG's policy and practice on compensating unfinished houses (maisons inachevées)? What is the policy for huts or unfinished homes destroyed or burned by military in the days preceding the inventory?

A: The initial approach with regards to such unfinished houses, many of which were in early stages of construction, was to compensate them in cash only, insofar as they were unoccupied. Following further engagement with concerned PAPs, we reviewed this position and SAG agreed to reproduce these unfinished houses as they stand, in the host site.

No houses were destroyed or burnt in Area 1 by the military in the days preceding the inventory process. As mentioned above, the military dismantled a few walls erected between 5 December and 8 December 2015, after SAG alerted the local and national authorities to the pursuit and intensification of construction work in Area 1.

3.4 Q: What is SAG's policy and practice on the amount and timing of the rent payments (primes de location)? What reasons exist for any variation in timing or amount of these lump sum rent payments?

A: The “rent payments” were agreed with the local authorities. They include:

- an once off moving allowance,
- a rental allowance, calculated as a function of the surface area of the replacement houses, on the basis of GNF 50 000 per 20m², rounded off at the superior GNF 50 000 – paid monthly, in advance; and
- an indemnity of GNF 3 000 000 / month, paid with the rental allowance.

Most payments were made on a monthly basis, in advance. In a few cases, advance payments were made for two or three months, depending on progress with the construction of the relevant PAPs replacement houses.

Payments have all been made on or before the anniversary date of the first payment made out to the PAPs – hence the different dates at which payments have been made. The first payments were made over a 15 day period, starting on 8 June 2016.

The fourth payment, in September, was delayed by five days, for early signatories only, after the community indicated that additional work was required before PAPs would move into replacement housing. The initial agreement, which had been drawn up for three months only, was amended to reflect this extended duration, and all payments were released as soon as this amendment had been signed.

3.5 Q: According to the RAP/PARC, affected persons are not to be resettled until there is agreement on community-level projects and until the resettlement site is ready. It appears this has not been respected, i.e., SAG encouraged affected people to move in early. What policy or practice are you taking?

A: SAG has had continuous engagement with the PAP's with regards to taking occupation of their houses.

A total of 128 houses were completed and delivered to SAG by the building contractors on 31 August 2016, in line with the three month agreement signed from 8 June 2016 regarding the PAPs move to temporary accommodation. Water was also available in the host site, in quantities superior to that available in Area 1, as three boreholes were drilled earlier in the year prior to the construction of the houses.

At a meeting held with the PAP's on 10 September 2016, SAG was requested to reconsider the design of the toilets, add a kitchenette outside each house and put in additional boreholes.

As part of the ongoing engagement alternative designs for the toilets and kitchenette and a proposal regarding the positioning of five additional boreholes has been submitted to the community for consideration.

We can confirm that to date no PAP's have taken occupation of their houses.

3.6 Q: What land valuation methodology did SAG use for Area One? How did SAG validate this methodology with affected people? What independent expertise (not INSUCO) was used to assess the methodology?

A: Insofar as only a small number of land transactions were documented during the study phase, the authorities' assistance was sought in order to define the value of land in Area 1. By agreement with the Director of Town Planning, unit rates of 10 000 GNF/m² for land in the village and 8 000 GNF/m² for scrub land outside the village boundary, beyond the haul road, were agreed upon. These unit rates were defined in line with current prices in Kintinian sub-prefecture, including in a new development in Boukaria village where 625m² plots were trading for GNF 3 to 3,5 million, or 5 600 GNF / m²n in December 2015. This amount was increased in order to reflect Kintinian's status as the seat of the sub-prefecture.

3.7 Q: What is SAG's livelihood restoration plan? How has this plan been validated by affected people (which people) from Area One?

A: A formal livelihood restoration plan has not been drawn up, insofar as Area 1 is primarily a residential area, with only a small number of businesses operated by tenants working from rented spaces. These tenants were all compensated for their loss, as were the owners, for lost rental income. All existing infrastructure in Area 1 has been or is being restored and improved in the new resettlement site which will allow for new tenant contracts to be concluded. The area now further includes a Franco-Arab school and the stadium. In addition, a mosque, taxi rank, health post, and a primary school are under construction. Potable water supply already surpasses that available in Area 1 and is due to be improved further.

3.8 Q: What community-level projects has SAG identified to compensate for community level losses? How have these projects been validated by affected people from Area One?

A: It is not clear to us what 'community-level projects' are referred to here? However, in an attempt to respond to the question based on our understanding, An Economic Development Programme has been developed for the broader Siguiri area which will also benefit the affected PAP's from Area 1. The Economic Development Programme includes: Vegetable and Fruits Farming (including cashew nuts), Fish Farming, Brick making, Sewing and Embroidery and Technical Skills Training. This programme will be presented to the PAP's for consideration and adoption in due cause.

3.9 Q: Artisanal mining is obviously one of the chief economic activities of both men and women Kintinian in general and Area One in particular. What evaluations has

SAG complete about impacts of the resettlement site's location (or other aspects of the resettlement) could decrease people's incomes from artisanal mining and what measures has SAG identified to mitigate those impacts?

A: For clarity, no artisanal mining activities were carried out in Area 1 itself nor in the host site, which forms part of the village's expansion area.

3.10 Q: What measures were taken to ensure that women's concerns and needs were represented and addressed in the resettlement process? What measures were taken to consult and inform women of the results of all steps of the resettlement process, both on the community-level (RAP/PARC) and household-level (accords de réinstallation / protocoles d'accord)?

A: Over a 60-day period, from February 2016, SAG's teams made every effort to ensure all adult household members, and women above all, were present when the contracts were presented initially and as far as possible acted as witnesses when the contracts were signed. The delay between presentation and signature was also established in order to ensure all household members had the time to discuss and understand the terms of the agreements.

Several households in Area 1 are headed by women or had women acting as household heads, by agreement with their husbands. Similar to their male counterparts, they explored different compensation options, and requested that changes be made before signing the contracts presented to them

In one particular case, SAG brokered an agreement between a widow and her brother-in-law in order for her to be designated as the beneficiary of the contract, and therefore the rightful owner of the replacement housing provided. In another case, the "beneficiary" of a contract was changed after a wife objected to her husband's declared intention of using the cash component to take a second wife. He subsequently became the witness to a contract established in his (first) wife's name.

Ends