Fueling Human Rights Disasters
An examination of the U.S. Overseas Private Investment Corporation's Investment in Buchanan Renewables

Annex to the Complaint filed on January 22, 2014 to OPIC by farmers, charcoal producers and workers harmed by Buchanan Renewables’ operations in Liberia

Accountability Counsel
Green Advocates International
January 22, 2014
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Executive Summary

Between 2008 and 2011, the U.S. Overseas Private Investment Corporation (“OPIC”) approved three loans to biomass company Buchanan Renewables (“BR”) totaling US$216.7 million. OPIC stated that its support for BR would have a strong development impact in Liberia by rejuvenating rubber farms and creating sustainable and renewable energy through converting old rubber trees into biofuel to be used in a BR-constructed power plant. Instead, the project was characterized by serious abuses and drove impacted communities further into poverty. The project ultimately failed, and BR abruptly withdrew from the project area in early 2013, devastating local communities. Moreover, BR’s model was designed in a way that prevented previously self-sustaining farmers and charcoal producers from providing for their own welfare once the project began. Hundreds of Liberians are now worse off than they were when BR arrived in 2007.

Indigenous, smallholder farmers who had subsisted on income from their mature but still producing rubber trees prior to BR’s interventions, have been left without critical income and struggling to maintain their farms and satisfy basic needs. Additionally, many adults and children have suffered as a result of contaminated water linked to BR’s activities on the farms. Family members attribute the death of at least one child to this project-related contamination, and communities still lack access to clean water.

At the same time, BR’s harvesting of old rubber trees at the Firestone plantation ran into direct conflict with charcoal producers, who used the same trees to produce charcoal, Liberia’s most important fuel source. Within a few years of BR’s arrival in Liberia, the cost of charcoal production had nearly tripled, and the charcoalers have struggled to make a living. Additionally, BR employees abused subsistence charcoal producers by demanding bribes – or sex from women – to access wood the company had promised to give them for free. As a result, OPIC’s allegedly climate-friendly investment drove charcoal producers to degrade nearby natural forests, causing negative climate impacts.

Finally, BR workers suffered from rampant labor rights violations. BR systematically failed to provide workers with adequate protective equipment and safety training, exposing them to life-threatening working conditions. Many workers suffered debilitating and permanent injuries from workplace accidents – including being trapped under fallen trees and having limbs broken – and did not receive adequate medical care or compensation. Some workers doing full-time jobs for BR were unpaid and called “volunteers” for up to two years. Several female agriculture workers reported that their male supervisors sexually abused them and retaliated if they refused their supervisors’ sexual advances.

The US$216.7 in loans OPIC approved for BR’s projects represented nearly 70% of total project costs. OPIC therefore shares a substantial responsibility for the desperate situation in which farmers, charcoal producers and workers (the “Complainants”) now find themselves. OPIC’s failure to conduct appropriate due diligence regarding these issues, even in the face of
warning signs that BR’s promises were not being fulfilled, led it to provide significant support to this destructive project over the course of several years. The harm caused by BR was foreseeable, given the project’s location in a post-conflict region with a long history of gender violence and human rights abuses, as well as labor violations in the very sector at issue. Moreover, timber harvesting operations, like this one, raise foreseeable environmental and worker safety concerns that BR and OPIC should have readily anticipated and mitigated. OPIC’s due diligence rules, which were not followed in this case, were designed to avoid precisely the type of harm that occurred as a result of this risky investment.

Complainants have made numerous efforts to directly address these issues with OPIC, BR, BR’s former parent entities: Pamoja Capital and the McCall MacBain Foundation. In November 2013, OPIC, which had previously dismissed Complainants’ concerns, expressed interest in privately exploring remedy for harm caused by the project. However, after numerous attempts to engage over a period of two months, Complainants are lodging this public Complaint because private dialogue with OPIC did not result in a commitment from OPIC to engage in a process for discussing remedy.

OPIC has a strong interest in ensuring that its funds do not cause lasting damage in Liberia. Furthermore, OPIC has a duty under the United Nations Guiding Principles on Business and Human Rights to protect against business-related human rights abuses and provide access to remedy for victims. Complainants urge OPIC commit to a formal process for addressing harm cause by BR’s operations. Throughout this process, Complainants ask that they be consulted and involved in any dialogue about the project impacts and have outlined next steps that would facilitate provision of remedies for the abuses they continue to suffer.

Complainants also call on OPIC to launch an independent investigation of its role in the serious impacts of BR’s activities in Liberia. The investigation should provide recommendations to further OPIC’s institutional learning and prevent the perpetuation of such abuses through OPIC’s financing of future projects. Given the demonstrated U.S. interest in increasing OPIC’s financing of African energy projects through the Power Africa initiative and Electrify Africa Act, it is critical that OPIC take this opportunity to learn from its failures in this case and ensure that appropriate measures are taken to prevent similar future OPIC-financed projects from harming the vulnerable communities they are designed to help.

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1 Complainants are aware that OPIC no longer has a contractual relationship with BR, making this Complaint ineligible under the current rules governing the OPIC Office of Accountability.

I. Introduction

OPIC provided significant support for BR’s biomass woodchip and energy production projects without undertaking an appropriate level of due diligence, which should have revealed that BR’s scheme was too good to be true. Between 2008 and 2011, OPIC approved three loans to various BR subsidiaries, all in support of BR’s plan to harvest “unproductive” rubber trees and convert them into woodchips for sale to Europe and for use in Liberia’s proposed new 35-megawatt biomass power plant, which BR was going to construct.

The Complainants are three groups affected by BR’s operations in Liberia. The first group consists of smallholder farmers from 24 farms in Grand Bassa County who did not receive the benefits promised by BR and, in many cases, have had their farms destroyed by BR. The smallholder farmer Complainants are represented in this Complaint by Marthaline Gongar and the leaders of the BRE Affected Farmers Union, Gabriel Browne, Jr. and James S. Glay.

The second group is made up of approximately 700 charcoal producers from Freeman Reserve who produce charcoal at or near the Firestone rubber plantation. The National Charcoal Union of Liberia (“NACUL”), including its President, George Weaymie, and its Vice-President, Richard T.A. Dorbor, are also part of this group. NACUL represents charcoal producers throughout Liberia, and for the purposes of this Complaint, is representing all charcoalers affected by BR Fuel. Charcoal producers from Freeman Reserve are also represented in this Complaint by Sarah Monopoloh, the NACUL Chairperson from Freeman Reserve and a charcoal producer.

The third group is made up of several hundred former BR workers from different BR Departments, including Agriculture, Security, Production, Fuel, Transportation and Road Maintenance. Representatives of these former workers for the purposes of this Complaint are Mama Kaykay, Charles Holt, the former Supervisor of BR Security, and Sam Yeadieh, one of the signatories to the Collective Bargaining Agreement between BR and the workers.

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4 OPIC never disbursed the power plant loan.

5 Charles Holt is also one of the affected smallholder farmers.
All three groups of Complainants assert that they were lied to, cheated and abused by BR and continue to suffer harm from BR’s activities. Many Complainants have suffered serious human rights abuses related to BR’s operations in Liberia. These abuses relate to the following OPIC policy violations:

- The project failed to provide significant, positive development benefits and instead destroyed the livelihoods of smallholder farmers in Grand Bassa County and charcoal producers from Freeman Reserve;

- OPIC did not conduct appropriate due diligence that would have revealed the infeasibility of BR’s model, its inability to provide positive development benefits, and the egregious impacts to farmers, charcoalers and workers that began prior to OPIC’s involvement;

- BR and OPIC failed to identify the majority of smallholder farmers as indigenous, which would have triggered additional protections and due diligence requirements;

- BR and OPIC did not undertake appropriate due diligence regarding the risk of gender-impacts, including sexual harassment and coercion, despite rampant gender-based discrimination in Liberia and the country’s recent history of extreme gender violence;

- BR did nothing to address the pattern of sexual harassment and abuse that was rampant in its workforce, impacting both female charcoalers and female agriculture workers;

- BR failed to meet even basic occupational health and safety standards, as a result of which, waterborne illnesses and serious workplace accidents were commonplace; and

- BR failed to conduct consultations in a culturally appropriate manner with directly affected groups, both before the commencement of project activities and throughout the life of the project.

In 2008, OPIC approved two loans to BR, one to BR subsidiary Buchanan Renewables (Monrovia) Power, Inc. (“BR Power”) for construction of the power plant and one to BR subsidiary Buchanan Renewables Fuel Liberia, Inc. (“BR Fuel”) for production of woodchips and the rejuvenation of rubber plantations. OPIC screened both projects as Category B.  

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6 Due to the scarcity of publicly available information regarding these two loans, it is difficult to know which of the loans was approved first.

7 BR Power Project Summary, supra note 3; BR Fuel I Project Summary, supra note 3.
The BR Fuel project received a Human Rights Clearance from the U.S. Department of State on July 8, 2008. BR Fuel reported signing a Financing Agreement with OPIC in December 2008, indicating that OPIC must have approved the $15 million loan to BR Fuel, equal to 75% of the total project cost, sometime in 2008. OPIC approved the $111.7 million loan to BR Power, also equal to 75% of the total project cost, on September 18, 2008. According to OPIC, both projects would have a strong developmental impact in Liberia through implementation of an innovative and sustainable solution to Liberia’s energy needs, rejuvenation of rubber plantations, infrastructure improvements and provision of training and permanent jobs to local Liberians.

The abuses detailed in the Complaint relate primarily to the BR Fuel project, for which there are a handful of due diligence documents. One such document is the Harvesting Management Plan, which was published in February 2009, as part of the documentation required by OPIC. The Plan is relatively descriptive, making it clear that BR Fuel’s project entailed contracting with farmers to uproot “nonproductive” rubber trees to process into woodchips for export, while also cultivating and replanting new rubber trees on lands from which old trees were harvested and using waste from the uprooted trees to produce biomass fuel to be used in Liberia. The Harvesting Management Plan included information regarding BR Fuel’s existing and future operations, environmental mitigation and monitoring efforts, and occupational health and safety. It also provided information on the 23 small farms from which BR Fuel had already harvested rubber trees. Of the 23 farms, BR reported having already replanted rubber seedlings and cash crops on 11 farms, while 12 still needed to be cleared and/or replanted, and the Plan included an estimated schedule for this work.

Conspicuously absent, however, from the Harvesting Management Plan or any other publicly available documents regarding BR Fuel’s early operations, was any identification, analysis of, or plan to address the project’s livelihood risks to farmers or charcoal producers. Similarly, none of these documents included a gender analysis of project impacts nor did they...

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8 BR Fuel I Project Summary, supra note 3.
10 See BR Fuel I Project Summary, supra note 3.
11 See BR Power Project Summary, supra note 3.
12 OPIC Board of Directors, Approval of Financing of $111.7M to Buchanan Renewables (Monrovia) Power, Inc., Resolution BRD(08)32 (Sept. 18, 2008), available at: http://www.opic.gov/sites/default/files/docs/resolutions/buchanan_renewables_monrovia_power_inc.pdf. OPIC never disbursed any of these funds.
13 See BR Power Project Summary, supra note 3; BR Fuel I Project Summary, supra note 3.
16 Id. at 70.
17 Id.
18 Id. at 71.
address the project’s impacts on indigenous peoples. In fact, the documents entirely failed to mention that most of the small farmers, and many of the charcoalers and workers, were indigenous people.

The failure to identify, assess and address these risks was disastrous, especially considering that, as explained in more detail below, many of the farmers were still tapping and receiving income from their rubber trees at the time they were deemed “unproductive” and cut down. Similarly, the charcoal producers were using the same raw material to create charcoal – old rubber trees – that BR Fuel intended to use to produce woodchips. Thus, the project was designed in a way that prevented previously self-sustaining farmers and charcoalers from providing for their own welfare once the project began.

Nevertheless, on March 10, 2011, OPIC approved a second loan of $90 million to BR Fuel.\(^9\) It did so without a plan to deal with serious risks, with seemingly no concrete evidence of sustainable and positive livelihood impacts for small farmers and despite the increasing dissatisfaction of farmers and charcoal producers, discussed in more detail below. This second loan supported the expansion of BR Fuel’s woodchip production and farm “rejuvenation” project.\(^20\) The loan, which represented approximately 63% of the total project cost, also predicted a strong developmental impact in Liberia, for the same

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\(^9\) The BR Fuel II Project Summary lists the borrower as Buchanan Renewables Fuel, Inc., whereas the borrower for the first BR Fuel loan was Buchanan Renewables Fuel Liberia, Inc. It is unclear whether one of OPIC’s summaries was incorrect, whether the subsidiary changed its name or whether BR had two subsidiaries implementing the same woodchip production/farm rejuvenation project. For the sake of simplicity, this Complaint refers to the recipient(s) of both loans as “BR Fuel.”

reasons as the first two loans, although it was screened as Category A because of its broad geographic scope.\textsuperscript{21} The project received a Human Rights Clearance by the U.S. Department of State on January 18, 2011.\textsuperscript{22}

As a Category A project, the second OPIC loan for the BR Fuel project had to prepare a full Environmental and Social Impact Assessment (“ESIA”), which was submitted to OPIC in October 2010.\textsuperscript{23} The ESIA documented essentially the same project that was detailed in the Harvesting Management Plan, but on a larger scale and with slightly more attention paid to impacts and mitigation measures. Similarly to the Harvesting Management Plan, however, the ESIA simply assumed that all economic impacts would be positive, without identifying any risk of negative livelihood impacts for farmers or charcoal producers. In fact, the ESIA claimed that there were no anticipated negative economic impacts.\textsuperscript{24}

The failure of the ESIA to identify any livelihood risks to smallholder farmers was particularly troubling given what appeared to be a shift in terms of BR Fuel’s commitments to those farmers. For example, whereas the Harvesting Management Plan committed BR Fuel to planting cash crops and providing farm maintenance for seven years,\textsuperscript{25} the ESIA suggested that BR Fuel had changed course and was now expecting smallholder farmers to pay for some of these services.\textsuperscript{26} The ESIA did not, however, include any assessment of farmers’ ability – let alone agreement – to pay for such services.

Finally, the ESIA provided only a cursory overview of occupational health and safety issues and failed to address current working conditions, workplace accidents or issues regarding workers’ compensation. As described in more detail below, OPIC failed to require an

\textsuperscript{21} BR Fuel II Project Summary, supra note 3; see also OPIC, PowerPoint presentation: Agency Overview – NGO Meeting, Slide 7 (Jun. 7, 2012) (Referring to the expansion project as a “sustainable biomass project” that formed part of OPIC’s “renewable resource” portfolio in 2011) (on file with Accountability Counsel) (hereinafter, OPIC Agency Overview).
\textsuperscript{22} BR Fuel II Project Summary supra note 3.
\textsuperscript{23} BR Fuel II Project Summary, supra note 3.
\textsuperscript{24} Buchanan Renewables Fuel, Environmental & Social Impact Assessment: Woodchip Biomass Production, 133 (Oct. 2010), available at: https://www2.opic.gov/environasp/esia/buchanan/BRF_ESIA_Final_21Nov2010.pdf (hereinafter, “ESIA”). The ESIA made this statement despite acknowledging that the impacts of its activities on charcoal production had come up during consultations and agreeing that there was a “need to gather more information on the potential long–term impact of its operation on charcoal production.” Id. at 131.
\textsuperscript{25} See Harvesting Management Plan, supra note 14, at 12 (Noting that the farms will be returned to land owners approximately eight years after harvesting); see also id. at 9 (Describing farmers’ expectations that BR would manage the farm for seven years until it reached its productive stage).
\textsuperscript{26} See, e.g., ESIA, supra note 24, at 90 (Discussing how farmers can use BR’s payments for harvested trees to “invest” in maintenance of replanted sections of the farm and suggesting that farmers could get assistance with intercropping schemes from partner NGOs).
appropriate level of due diligence regarding BR’s operations in Liberia and did not take adequate action to stop or remedy the harm experienced by Complainants as a result of BR’s activities.

While some of the harm experienced by the different groups of Complainants is similar, there are many specific facts unique to each group, so each is discussed in detail below. Section II describes the experiences of smallholder farmers in Grand Bassa County; Section III describes the experiences of NACUL and charcoal producers from Freeman Reserve; and Section IV describes the experiences of many former BR workers. Section V describes the numerous policies, laws and regulations violated by BR’s activities in Liberia and by OPIC in the course of supporting BR’s projects. Finally, Section VI describes attempts by Complainants to resolve the issues raised in the Complaint, and Section VII explains the Complainants’ proposed next steps.

II. Smallholder Farmers in Grand Bassa County

Most of the smallholder farmers in Grand Bassa County who signed contracts with BR are indigenous people belonging to the Bassa tribe. As discussed in more detail below, they have their own language and traditional customs. Most of the farms have been in families for generations, traditionally supporting large, extended families, as well as farm workers and their dependents. Some of the farms have seventy or more people living and relying on them for support. Many of the so-called unproductive rubber trees on these farms were planted one or two generations ago by family members as insurance policies or an inheritance to pass along to future generations. In some cases, farmers would reserve part of the farm for food crops, while rubber was planted on another part of the farm to provide cash income into the future.

During Liberia’s civil war, many of the smallholder farmers were forced to abandon their farms, which were then illegally occupied by former soldiers or refugees who

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27 Because the Complainants often do not distinguish between the parent company BR (or BRE) and its numerous subsidiaries, including BR Fuel and BR Power, the remainder of this Report refers to them all collectively as BR.
often mismanaged the farms.\textsuperscript{28} When farmers returned to their farms after the war, many of their rubber trees had been damaged.\textsuperscript{29} Nevertheless, farmers reported that they were still able to tap over 80\% of their rubber trees and earned a steady livelihood from latex sales.\textsuperscript{30}

BR’s employees misled smallholder farmers about the price BR would pay them for their trees and manipulated contracts that contained different terms than what they had agreed to orally.\textsuperscript{31} BR never held any formal consultations with the farmers,\textsuperscript{32} but instead approached farmers individually at their farms, offering high prices for old rubber trees and promising replanting and maintenance of seedlings.\textsuperscript{33} Many farmers agreed to sell even those trees that were still producing latex because BR offered them a very good price: US$5 per tree if they wanted their farms replanted and maintained by BR and US$10 if they did not want replanting.\textsuperscript{34} The deal was particularly attractive because BR told many farmers that BR would provide all necessary maintenance of the young trees for the seven years that it would take them to mature into income-producing rubber trees.\textsuperscript{35}

BR began breaking its promises almost immediately, however, by having the farmers sign contracts that specified a price of only US$1.50 per metric ton of woodchips produced,\textsuperscript{36} which

\begin{footnotesize}
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\item \textsuperscript{28} Burning Rubber, \textit{supra} note 20, at 29.
\item \textsuperscript{29} \textit{Id.} at 29-30.
\item \textsuperscript{31} Group interviews with affected farmers, charcoalers and workers by Green Advocates International (Mar. 2, 2013) (hereinafter, “Mar. 2, 2013 interviews”). Farmers were also dissatisfied with how the woodchips were weighed, did not always understand the procedures and were therefore uncertain whether BR accurately calculated their payments. \textit{Burning Rubber, supra} note 20, at 34.
\item \textsuperscript{32} Jul. 2010 interviews, \textit{supra} note 30. While the ESIA claims that consultations were held in September 2010, these meetings occurred after many of the small farmers already had contracts with BR. \textit{See} ESIA, \textit{supra} note 24, at 236-44, 278-80. Moreover, the meetings did not qualify as consultations with affected communities because they did not include smallholder farmers from Grand Bassa County.
\item \textsuperscript{33} Interviews with Sam Bonwin, Charles G. Bryant and Charles Holt by Accountability Counsel (Apr. 2, 2013).
\item \textsuperscript{34} Mar. 2, 2013 interviews, \textit{supra} note 31; Interviews with Sam Bonwin, Gabriel Browne, Jr., James S. Glay, Marthaline Gongar, Charles Holt, Pay-gar Zeon and a representative of Jerue Barchue’s farm, Jun. 2011 interviews, \textit{supra} note 30; Jul. 2010 interviews, \textit{supra} note 30; \textit{see also} \textit{Burning Rubber, supra} note 20, at 30-31, 57-58.
\item \textsuperscript{35} Mar. 2, 2013 interviews, \textit{supra} note 31.
\item \textsuperscript{36} \textit{Id.}
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amassed to only US$0.41 to US$0.99 per tree,\(^{37}\) which was, in at least some cases, less than what farmers could have made by converting their trees into charcoal.\(^{38}\) Farmers were not given notice regarding the change from a price per tree – about which they could make an informed decision – to a price per metric ton of woodchips, a metric that was completely foreign to them.\(^{39}\) Farmers had no way of knowing whether US$1.50 per metric ton of woodchips was a fair price, nor did they understand how little they would be getting for their trees at that rate.\(^{40}\) Moreover, they were not given an opportunity to negotiate the price with BR.

BR had contracts to harvest old rubber trees on at least 34 small farms in Grand Bassa County.\(^{41}\) Farmers, many of whom were illiterate or only semi-literate, had no access to counsel at the time of signing the contracts and were not given enough time to try to read and understand the contracts prior to agreeing to sell their trees to BR.\(^{42}\) Some farmers received the contracts at the same time as they received advanced payment for the woodchips.\(^{43}\) Therefore, they were never able to negotiate the terms of their contracts with BR and did not fully understand the specific clauses in the contracts. Moreover, although the farmers had been told that BR was

\(^{37}\) Burning Rubber, \textit{ supra} note 20, at 31. In addition to receiving much less per tree than they were promised, some farmers were not compensated for all of their uprooted trees because BR left some of the trees behind without processing them into woodchips. Interviews with Marthaline Gongar, Charles Holt, Pay-gar Zeon and a representative of Jerue Barchue’s Farm, Jun. 2011 interviews, \textit{ supra} note 30; Jul. 2010 interviews, \textit{ supra} note 30; \textit{ see also} Burning Rubber, \textit{ supra} note 20, at 32, 57-58. Some of these trees were later converted into wooden planks by BR, without compensating the farmers, while in other cases, BR destroyed or abandoned the trees it did not process into woodchips. Jul. 2010 interviews, \textit{ supra} note 30. In at least one case, BR, without the permission of the farmer, doused uprooted rubber trees in gasoline and burned them, deploying security personnel to prevent community members from interfering. Interview with James S. Glay, Jul. 2010 interviews, \textit{ supra} note 30. In another case, BR abandoned all of the uprooted trees on the farm without compensating the farmer. Interviews with Charles Holt and Pay-gar Zeon, Jun. 2011 interviews, \textit{ supra} note 30; Jul. 2010 interviews, \textit{ supra} note 30; \textit{ see also} Burning Rubber, \textit{ supra} note 20, at 58. BR later told SOMO that this farmer was compensated for these felled trees, based on an estimate calculated using the standard conversion rate for ton/tree. Additionally, several farmers believe that BR under-reported the total number of trees uprooted from their farms and therefore undercompensated them. Interviews with Gabriel Browne, Jr. and James S. Glay, Jun. 2011 interviews, \textit{ supra} note 30; \textit{ see also} Burning Rubber, \textit{ supra} note 20, at 57-58. BR’s response to SOMO regarding this issue was that the number of trees did not matter, as the farmers were compensated based on actual tonnage of woodchips produced. Of course, this does not address the fact that farmers were told they would be compensated on a per tree basis.

\(^{38}\) Jul. 2010 interviews, \textit{ supra} note 30.

\(^{39}\) \textit{Id}.

\(^{40}\) \textit{Id}.

\(^{41}\) Buchanan Renewables, \textit{Replanting and Farm Upkeep Chart} given to James S. Glay, Vice-President of the BRE Affected Farmers Union on November 15, 2011 (on file with Green Advocates International and Accountability Counsel) (hereinafter, “\textit{Replanting and Farm Upkeep Chart}”). Some of the farms were owned by the same individual, but treated as separate farms in BR’s Chart. Thus, the total number of farmers with contracts was at least 28. The replanting areas of the farms ranged in size from approximately 1 to 26 hectares, with an average size of about 7.4 hectares.

\(^{42}\) Mar 2, 2013 interviews, \textit{ supra} note 31; \textit{ see also} Burning Rubber, \textit{ supra} note 20, at 31, 34.

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going to maintain their farms for seven years, until the new rubber trees were productive, many of the contracts did not mention farm maintenance.\textsuperscript{44} Several of the farmers were not aware at the time of signing the contracts with BR that the terms of the contracts differed from the orally agreed terms.\textsuperscript{45}

Additionally, although it is not in the contracts and is not explicit in any of the due diligence documents regarding BR’s project, BR’s conduct gave at least some of the farmers the impression that they had ceded their land to BR during the rejuvenation or maintenance period and could not access or did not have full rights to their land.\textsuperscript{46} In addition to leading some farmers to believe that they could not access their land, BR clear-cut farmers’ land, removing even young rubber trees and other types of trees that were not processed into woodchips.\textsuperscript{47} The

\textsuperscript{44} BR signed at least three versions of contracts with farmers, none of which conformed to farmers’ expectations and some of which included relatively complex terms:

\begin{enumerate}
\item At least one farmer signed a contract effective for 5 years, specifying that BR would prepare the land so that it was fit for planting, but the farmer would replant. The contract said nothing about maintenance. See Gabriel Browne Planation Rejuvenation (sic) Agreement (Feb. 5, 2008), attached as Exhibit 1.
\item At least one farmer signed a contract effective for 32 years, specifying that BR would prepare, cultivate and plant new rubber trees, as well as provide maintenance until the trees are productive and mature for the extraction of latex. At that time, the farmer would sell the latex at the best available price and give BR 25% of the net profits. The farmer would then turn the trees back over to BR at the end of their productive life. The contracts also included a clause stating that the farmer agreed that the trees to be cut were “considered redundant and unproductive.” See Barchue Farm (Jerue Barchue) Planation Rejuvenation Agreement (Feb. 5, 2008), attached as Exhibit 2.
\item Several farmers signed contracts effective for 32 years, specifying that BR would prepare, cultivate and plant new rubber trees, which BR would own and would remove when they were no longer productive, defined as anytime after 22 years from planting, at BR’s discretion. These contracts also included a clause stating that the farmers agreed that the trees to be cut were “considered redundant and unproductive.” The contracts said nothing, however, about maintenance. See Bonwin Farm (Sam Bonwin) Redundant Rubber Tree Purchase Agreement (Jun. 9, 2009); Kangar and Gongar Farms (James Glay and Marthaline Gongar) Redundant Rubber Tree Purchase Agreement (Nov. 10, 2009); Frederick Bryant Farm (Charles G. Bryant) Redundant Rubber Tree Purchase Agreement (Nov. 17, 2009); Nancy Lloyd Farm (Nathaniel Horace and Lawrence S. Reeves) Redundant Rubber Tree Purchase Agreement (Dec. 24, 2009); attached as Exhibit 3. Moreover, the provision in these contracts specifying that BR could remove new rubber trees at any time after 22 years from planting indicates that BR was potentially planning to remove the trees well before the end of their productive life. BR’s own documents indicate that rubber trees in Liberia remain productive for approximately 32 years after planting (7 years to reach maturity and 25 years of productive life). See ESIA, supra note 24, at 88 n.7.
\end{enumerate}

Furthermore, many of the contracts with the farmers refer to an Appendix A, which was supposed to provide more information regarding the scope of BR’s work and responsibilities. None of the farmers, however, ever saw this Appendix. BR told SOMO that the Appendix was never developed and that reference to it was removed from later contracts. Email from Alexandra Baillie to Tim Steinweg (Jul. 7, 2011) (on file with Accountability Counsel). Finally, none of these contracts match up precisely with what BR told OPIC. See Harvesting Management Plan, supra note 14, at 8-9. In particular, nothing in the due diligence documents provided to OPIC, such as the Harvesting Management Plan or the ESIA, suggested that BR would either permanently own the new rubber trees or receive 25% of the net profits from the latex sales.

\textsuperscript{45} Interview with Tebeh Gongar by Accountability Counsel (Apr. 5, 2013); Interviews with Gabriel Browne, Jr., Martha K. Massoud and the Barchue family by Accountability Counsel (Apr. 2, 2013).

\textsuperscript{46} Interview with Charles G. Bryant, supra note 33; Jul. 2010 interviews, supra note 30. The Harvesting Management Plan’s estimated timeline appears to confirm the farmers’ understanding that BR Fuel intended to harvest old trees, prepare their land for replanting, do the replanting and maintenance, and then return the farm to landowners after approximately 8 years from the date of harvesting. Harvesting Management Plan, supra note 14, at 12.

\textsuperscript{47} Jul. 2010, supra note 30.

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company also failed to replant the land in a timely manner\(^{48}\) and provided little to no maintenance.\(^{49}\) Maintenance, such as weeding around each new seedling, must take place regularly to ensure that the seedlings can grow properly. When the farms are not maintained, other fast-growing tropical plants and underbrush take over, which retards growth and can kill the seedlings.\(^{50}\) On some farms, a large percentage of the seedlings planted by BR died or failed to grow well.\(^{51}\) Additionally, BR dumped large piles of rotten woodchips onto some of the farms, which, as discussed in more detail below, attracted stinging ants and contaminated water sources.\(^{52}\)

\(^{48}\) Interviews with James S. Glay, Marthaline Gongar, a representative of Garlpue’s Farm, Charles Holt and Pay-gar Zeon, Jun. 2011 interviews, supra note 30; Jul. 2010 interviews, supra note 30; see also Burning Rubber, supra note 20, at 57-58.

\(^{49}\) Mar. 2, 2013, supra note 31; Jul. 2010, supra note 30; see also Burning Rubber, supra note 20, at 33. Although many of the contracts did not specify that BR would conduct maintenance on the farms following replanting, BR’s documents corroborate the farmers’ understanding that maintenance would be conducted. In particular, the Harvesting Management Plan specified that maintenance activities on all farms were initiated as soon as the sites were cleared and would continue for “six months and beyond.” Harvesting Management Plan, supra note 14, at 72. Specific “[m]aintenance activities include[d], but [we]re not limited to:

- Implementation, maintenance and monitoring of erosion control measures, including, for example, creating and clearing drainage ditches, measuring topsoil levels, monitoring water and sediment run-off, planting necessary bush buffers or windbreaks;
- Circle and blanket weeding (to commence upon replanting);
- Pruning (to commence upon replanting);
- Application of fertilizer when required (to commence upon replanting); and,
- Replacement of dead seedlings when required (to commence upon replanting).”

Id.; see also Replanting and Farm Upkeep Chart, supra note 41.

Additionally, the Harvesting Management Plan discussed the objectives of small farmers, which make clear that BR Fuel had promised small farmers to: (1) pay them in a fair and timely manner for their old trees; (2) harvest trees in a manner that would not affect the growth of the new plantation; (3) replant at least as many trees as had been harvested; (4) carry out replanting within six months of the harvesting and manage the farm until it was productive, which takes seven years, before transferring it back to the owner; (5) provide farm management training; and (6) provide logistical and material support to enable farmers to manage the farm after it was turned back over to them, which would be provided under a new agreement with BR Fuel. Harvesting Management Plan, supra note 14, at 8-9.

\(^{50}\) Burning Rubber, supra note 20, at 33.

\(^{51}\) Interviews with Sam Bonwin, Joseph Montgomery and a representative of Jerue Barchue’s farm, Jun. 2011 interviews, supra note 30; Jul. 2010 interviews, supra note 30; see also Burning Rubber, supra note 20, at 57-58. Farmers were also suspicious that the type of trees being replanted were of a lower quality than the original trees. Burning Rubber, supra note 20, at 34.

After affected farmers from Grand Bassa County formed the BRE Affected Farmers Union in June 2011 and began working with Netherlands-based SOMO and Liberia-based Green Advocates International to publicize the problems with BR’s treatment of smallholder farmers, BR became more responsive to some of these issues. Until that point, however, many of the farmers had had no contact with BR for up to two years. In June 2011, BR’s first attempt to address farmers’ concerns was to send FarmBuilders, a group set up by BR to try to convince farmers to renegotiate their contracts. The FarmBuilders proposal was that it would provide maintenance on their farms for a fee. The farmers, who believed that BR had already agreed to provide maintenance on their farms free of charge, rejected the proposal. Nonetheless, maintenance was eventually provided for free on some of the farms.

BR then met with farmers in September 2011, and at some point that fall, BR and the farmers agreed to meet on the 15th of each month. Additionally, in response to the draft *Burning Rubber* report circulated in August 2011, BR established a Farmers Grievance Committee, which included representatives from BR, the BRE Affected Farmers Union and civil society. Gabriel Browne, Jr. and James S. Glay, President and Vice-President of the BRE Affected Farmers Union, were given the responsibility to patrol all farms and ensure that BR was performing proper maintenance.

BR improved a number of its practices during this time. For example, on several of the farms it had previously neglected, BR started regularly sending teams of workers to clear weeds and ensure growth of the young trees. BR also removed a number of the trees that had been abandoned on one of the farms and, in another instance, made a compensation payment to a farmer whose trees had been uprooted, but not removed. Finally, in some cases, BR spread out the piles of woodchips that were close to water sources, in an effort to avoid water contamination, although the farmers were still unhappy about the presence of the chips.

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53 *Burning Rubber*, *supra* note 20, at 32. This abandonment by BR was contrary to the Harvesting Management Plan, which indicated that following harvesting, the farms would “not be ‘abandoned’, especially if there are soil or water values to be considered.” *Harvesting Management Plan*, *supra* note 14, at 44.

54 *Burning Rubber*, *supra* note 20, at 37.

55 *Id.* The proposal did not address any of the farmers’ other concerns.

56 *Id.* While the Harvesting Management Plan did not specify whether farmers would be expected to pay for any portion of BR Fuel’s work on their farms and the ESIA suggested that farmers might have to pay for some services, *Time Magazine* reported, based on a conversation with Robert Baines, manager of the fuels division, that “[t]he rubber farmers have to do or pay nothing.” Alex Perry, *Time Magazine, Rebuilding Liberia* (Jul. 13, 2009), available at: [http://www.time.com/time/magazine/article/0,9171,1908311,00.html](http://www.time.com/time/magazine/article/0,9171,1908311,00.html).

57 *Burning Rubber*, *supra* note 20, at 37.

58 *Id.*; *Cut and Run*, *supra* note 52, at 33.

59 *See* *Cut and Run*, *supra* note 52, at 32-33.

60 *Id.*

61 Interviews with affected farmers by Green Advocates International and SOMO (Oct. 27-30, 2012); *see also* *Cut and Run*, *supra* note 52, at 33.

62 *Cut and Run*, *supra* note 52, at 32-33.

63 *Id.* at 33-34.
Little progress was made, however, regarding several other concerns, including disputes about outstanding payments and BR’s failure, on some of the farms, to replant seedlings that had died for various reasons, including being: eaten by wildlife; destroyed by fires during the dry season; or killed by the cover grass planted, but not maintained, by BR. Additionally, as discussed in more detail below, BR failed to address concerns regarding illness caused by contaminated drinking water, the stinging ant problem or the continued presence of woodchips on the farms. Some of the farmers also remained concerned that BR was not providing enough maintenance. For example, one farmer’s experience was that it took three full-time workers to maintain his farm, but BR would only supply one person to work on his farm for a three-month period.

Although farmers had outstanding concerns regarding BR’s activities, they were relatively happy during this period because of the BR’s increased attention to their needs and increased maintenance of their farms. Regardless of the terms of each farmers’ contract, BR at least partially replanted and performed some maintenance on all of the farms. The goodwill and progress abruptly ended, however, following the April 15, 2012 meeting between the farmers and BR. At that meeting, FarmBuilders presented a loan scheme to help farmers pay for the maintenance on their farms. Presentation of this loan scheme was a shock to the farmers because the company had promised to provide maintenance for free, as it had been sporadically doing since the previous year. As it turns out, that was BR’s last meeting with the farmers, although it did continue to do some maintenance on some farms after this meeting.

In May 2012, one of BR Fuel’s major investors, a Swedish energy company called Vattenfall, announced that it was divesting from the project. Shortly thereafter, the Liberian House of Representatives unanimously voted to halt all BR operations, particularly the export of...
woodchips for commercial purposes, although Liberian President Ellen Johnson Sirleaf subsequently called for the halt order to be reconsidered and issued a letter of support for BR.

In the midst of this upheaval, and despite BR’s devastating impacts on farmers’ livelihoods, BR made a unilateral decision to terminate its contracts with the farmers. Between July and September 2012, BR coerced nearly all of the small farmers in Grand Bassa County into signing termination contracts and general releases that purported to end all of BR’s remaining obligations to the farmers. Although the company has described the decision as mutual, farmers felt that they had no choice but to sign the termination contracts and general releases that BR presented to them. BR told many of the farmers that they were leaving the farms – and leaving the country – due to the “government’s pressure,” and that whether the farmers signed or not would not stop the company from leaving. They were told that since BR was leaving anyway, they should sign the contracts so that formal control of the farm would be returned to them. A few farmers refused to sign because they believed that BR still owed them money for maintenance or replanting. Many of the farmers who did sign the contracts were illiterate or only semi-literate and did not have the ability, or were not given the time, to read and fully understand the terms and consequences of these termination contracts and general releases.

The terminations were not accompanied by any form of compensation or anything that would have enabled the farmers to continue the maintenance of the farms on their own. Although farmers and their families can do some minimal maintenance on their own, the farms require enough maintenance – and the economic payoff is so remote – that farmers need

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74 Interviews with Charles G. Bryant and Sam Bonwin, supra note 33; Interview with Gabriel Browne, Jr., supra note 45; see also Cut and Run, supra note 52, at 38.

75 Interview with Tebeh Gongar and Martha K. Massoud, supra note 45.

76 See also Cut and Run, supra note 52, at 38.

77 Interviews with Charles G. Bryant and Sam Bonwin, supra note 33; Interview with Gabriel Browne, Jr., supra note 45; see also Cut and Run, supra note 52, at 38-39.

78 Interviews with Tebeh Gongar and Martha K. Massoud, supra note 45.
substantial up front investment to repair BR’s damage to their farms.\textsuperscript{80} Yet, many of the farmers, who were left with no income after BR uprooted their rubber trees, do not have the resources to manage the current state of their farms and bring them back to an income-producing state.\textsuperscript{81}

The following sections provide more detail about issues of particular concern for the smallholder farmers in Grand Bassa County, specifically: livelihood impacts; environmental and health impacts; BR’s bad faith negotiations and failure to comply with promises made to the farmers; impacts on vulnerable populations, including indigenous, low-income and female farmers; the displacement of farmers from portions of their farms; and BR’s lack of information disclosure and consultation with farmers.

**A. Livelihood Impacts**

BR’s “rejuvenation” of the farms has left the farmers in a much worse situation than they were in before BR arrived. Many of the farmers were receiving a steady income from their mature rubber trees, 80\% of which were still producing latex. BR uprooted all of the trees at once – leading to an abrupt cut-off of an important source of income – in return for a cash payment and a number of unfulfilled promises.

Even before BR terminated its contracts with the farmers, some of the farmers were suffering from the loss of income from their rubber trees.\textsuperscript{82} For example, before BR’s arrival, the Barchue family earned between US$1,500 and US$3,000 per month from latex sales, which it used to support the more than 70 people living on the farm.\textsuperscript{83} The total payment from BR for nearly 10,000 old trees was only US$3,968.28,\textsuperscript{84} which was not sufficient for the family to survive, particularly considering that they would not have any productive rubber trees for seven years.\textsuperscript{85}

\textsuperscript{80} Cut and Run, \textit{supra} note 52, at 39-40.
\textsuperscript{81} Id.
\textsuperscript{82} Mar. 2, 2013 interviews, \textit{supra} note 31.
\textsuperscript{83} Interviews with a representative of Jerue Barchue’s farm, Jun. 2011 and Jul. 2010 interviews, \textit{supra} note 30; see also Burning Rubber, \textit{supra} note 20, at 58.
\textsuperscript{84} See Jerue Barchue Farm Payment Slip (May 6, 2008), attached as Exhibit 5.
\textsuperscript{85} Interview with a representative of Jerue Barchue’s farm, Jun. 2011 interviews, \textit{supra} note 30; see also Burning Rubber, \textit{supra} note 20, at 58.
BR’s due diligence documents claimed that the company was planting cash or food crops on the farms to assist farmers during the wait for the new seedlings to mature.\textsuperscript{86} These crops, however, were only planted on some of the farms.\textsuperscript{87} Moreover, the company did not allow farmers to harvest the crops to feed their families,\textsuperscript{88} at times even deploying security personnel to prevent families from harvesting the crops.\textsuperscript{89} For instance, after community members took some of the butter beans BR had planted on the Browne farm, BR asserted its ownership of the crops and eventually removed them from the farm.\textsuperscript{90} This is in stark contrast to the project BR described to OPIC, in which the cash crops were meant to help the farmers. BR later abandoned its plan to plant cash crops, without instituting any substitute measure to mitigate livelihood impacts to farmers while they waited for the new rubber trees to mature.\textsuperscript{91}

Since BR left, some of the young rubber trees have died, and the farmers fear that all of their young trees will die, leaving them with nothing.\textsuperscript{92} The situation is desperate. Farmers are trying to make money through any means that may be available to them, including manual labor, harvesting natural oil palm, becoming charcoal producers or growing other crops.\textsuperscript{93} These jobs, however, do not provide sufficient income to farmers to fully support their families,\textsuperscript{94} and some

\textsuperscript{86} ESIA, supra note 24, at 130 (Explaining that one of the short term economic benefits for farmers will come from “intercropping agricultural products (for sale and personal use) [which] should help improve food security status of the farmer until economic benefits of rubber production are attained.”); see also id. at 138 (“Apart from the initial payment to the farmers for harvested wood, intercropping as well as rehabilitation of the rubber trees will provide financial and food security to the farmers in the short and longer term.” (emphasis added)) and at 237 (“In many of the meetings held, intercropping rubber trees with some short-term fast growing species (pineapple, beans, pepper, etc.) was discussed as a major mitigation measure to the problem of monoculture that can also benefit the farmers by the time the replanted rubber trees grow.”). \textit{See also} Harvesting Management Plan, supra note 14, at 18.

\textsuperscript{87} Interview with Gabriel Browne, Jr. by Green Advocates International (Sept. 7, 2013); Interview with Sam Yeadieh by Green Advocates International (Jul. 22, 2013).

\textsuperscript{88} \textit{Id.}; Interview with Gabriel Browne, Jr., supra note 45; Jul. 2010 interviews, supra note 30.

\textsuperscript{89} Interview with Gabriel Browne, Jr., supra note 45; Jul. 2010 interviews, supra note 30. It is possible that the security personnel sent by BR to protect the crops may have been hired to make sure that the crops were not stolen. In 2011, BR informed SOMO that it had stopped planting cash crops because the cash crops were getting stolen. Email from Alexandra Bailie to Tim Steinweg, supra note 44; see also Marc Engelhardt, \textit{The African Times, Firewood for Berlin: Vattenfall wants to generate electricity from shredded rubber trees} (Oct. 2010) (Quoting BR representative Liam Hickey stating “First we tried to plant beans between the saplings…The beans were stolen. That’s why we stopped trying.”), available at: http://www.african-times.com/index.php?option=com_content&view=article&id=11835%3Afirewood-for-berlin&catid=118%3Aoctober-2010-business&Itemid=63 (hereinafter, “Firewood for Berlin”). It is unclear, however, why security personnel refused to let farmers harvest crops that BR’s documents claim were planted for the benefit of those farmers.

\textsuperscript{90} Interview with Gabriel Browne, Jr., supra note 45.

\textsuperscript{91} See Firewood for Berlin, supra note 89. Confusingly, in 2011 BR told SOMO that the cash crops were meant primarily to help stabilize the soil and that the company switched to planting grasses after realizing the cash crops were not effective for stabilizing soil because they were getting stolen. Email from Alexandra Bailie to Tim Steinweg, supra note 44. BR’s statement did not address the fact that the company’s documents indicated that the cash crops were also meant to provide an economic benefit to farmers during the time period in which the rubber seedlings were immature and unproductive.

\textsuperscript{92} Mar. 2, 2013 interviews, supra note 31.

\textsuperscript{93} See Cut and Run, supra note 52, at 40.

\textsuperscript{94} Interview with Tebeh Gongar, supra note 45; Interview with Sam Bonwin, supra note 33; Interview with Gabriel Browne, Jr., supra note 45; Interviews with Saturdamar Bonwin, Joseph Bryant, Rebecca Gbotoe and George Barchue by Accountability Counsel (Apr. 2, 2013).
of the jobs are dangerous.\textsuperscript{95} With the money these families used to earn from their rubber trees, they had enough to eat and could send their children to school. Now, farmers are struggling to feed their families and buy medicine when they are sick.\textsuperscript{96} Many have had to pull their children out of school because they can no longer afford the fees,\textsuperscript{97} and families are facing difficult decisions, like having to choose which of their children they will send to school.\textsuperscript{98}

### Livelihood Impacts on Smallholder Farmer James Glay

Before contracting with BR, James Glay depended on his rubber to support his family. He agreed, however, to sell the trees to BR for US$5 per tree, or a total of US$12,500. But BR unilaterally changed the pricing to US$1.50 per metric ton of woodchips and also abandoned the majority of the trees they uprooted from his farm, processing only 983 of his 2,500 uprooted trees into woodchips. When James complained about the unprocessed trees, BR returned to his farm and, without his permission and without explanation, burned the abandoned trees. The US$975 that James received from BR, and the other work that James did to try to make ends meet, was not sufficient to support his family. Faced with an inability to provide his three children with food, clothing and an education, James had to send them to live with relatives. None of his children have been able to complete their education.

Interview with James S. Glay by Green Advocates International (Sept. 10, 2013); Interview with James S. Glay during a Participatory Rural Appraisal conducted by Green Advocates International (Jul. 14, 2010).

### B. Environmental and Health Impacts

BR’s practice of clear-cutting farms and processing woodchips onsite had negative environmental consequences, including soil erosion, dust and increased wind storms.\textsuperscript{99} BR’s practices also caused significant negative impacts to drinking water on some of the farms.\textsuperscript{100} On one farm, uprooted trees that BR never removed blocked the flow of a source of drinking water.

\textsuperscript{95} For example, in early 2012, James S. Glay fell from an oil palm tree and broke his hand.

\textsuperscript{96} Mar. 2, 2013 interviews, supra note 31.

\textsuperscript{97} Id.

\textsuperscript{98} This may disproportionately impact girls, if families favor sending their boys to school. This would not be unusual, considering that in Grand Bassa County, twice as many women as men are illiterate. Republic of Liberia, County Development Committee, Grand Bassa County Development Agenda 2008-2012, 31, available at: http://www.mopea.gov.lr/doc/grand_bassacda.pdf (hereinafter, “Development Agenda”); see also ESIA, supra note 24, at 76 (Discussing the disparate education levels of men and women in Liberia).

\textsuperscript{99} Jul. 2010 interviews, supra note 30.

\textsuperscript{100} See Cut and Run, supra note 52, at 37-38. Interviews with Sam Bonwin, and Charles Bryant, supra note 33; Interviews with the Barchue family, supra note 45; Interviews with Saturdamar Bonwin and Joseph Bryant, supra note 94; Jul. 2010 interviews, supra note 30; see also group interview with workers in the Agriculture Department by Accountability Counsel (April 5, 2013) (Agriculture workers working on the affected farms complained about water contamination from woodchips, but BR did nothing to address their complaints).
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water. Although BR promised to fix the problem, it never did. Additionally, when BR’s woodchips began rotting at the port of Buchanan, BR transported the rotted woodchips back to smallholder farms, claiming that the woodchips would provide excellent mulch for their rubber tree seedlings. In 2010, BR deposited giant mounds of these rotten woodchips near water sources on several smallholder farms in Grand Bassa County.

Farmers and family members living on the Barchue, Bonwin, Browne, Bryant and Montgomery farms suffered from contaminated drinking water caused by the rotten woodchips BR had dumped on their farms. Contaminants from these woodpiles seeped into their only sources of water, which they used for drinking, bathing, medical needs and cooking. Water sources that had previously provided safe drinking water became rancid. “Before we had a little creek, but now the water is black,” said Saturdamar Bonwin, “we have been sick, but there is no other way, so we just drink it.”

On the Barchue farm, contaminants gave the farm’s drinking water, on which more than 70 people depend, a foul smell and caused children and pregnant women on the farm to get sick. They requested that BR do something to fix the problem, such as providing them with a hand pump, but the company did nothing. Some of BR’s agriculture workers also complained that the water supplies on smallholder farms had been contaminated, but BR Management ignored their complaints.

In addition to contaminating water supplies, the piles of woodchips caused other environmental problems. For example, they attracted stinging ants, which had never before been a problem on the farms. The stinging ants made some of the farms difficult to access and prevented some farmers from planting and harvesting staple food crops. The ants were a problem for BR workers as well; one worker has suffered from a hearing impairment ever since

101 Cut and Run, supra note 52, at 37.
102 Id.
103 Interviews with Sam Bonwin, and Charles Bryant, supra note 33; Interview with the Barchue family, supra note 45; Interviews with Saturdamar Bonwin and Joseph Bryant, supra note 94. See also group interview with workers in the Agriculture Department, supra note 100; Cut and Run, supra note 52, at 37-38. The ESIA acknowledges that heavy rains on uncovered woodchip piles can impact water quality, although it addresses the issues only in relation to BR’s woodchip piles at the port, without mentioning BR’s practice of piling rotten woodchips on farms. See ESIA, supra note 24, at 109.
104 Interview with the Barchue family, supra note 45; Interviews with Joseph Bryant and Rebecca Gbotoe, supra note 94; Interview with the Bonwin family by Accountability Counsel (Apr. 2, 2013).
105 Interview with the Barchue family, supra note 45; Interview with the Bonwin family, supra note 104.
106 Interview with Saturdamar Bonwin, supra note 94.
107 Interview with the Barchue family, supra note 45; Interview with Rebecca Gbotoe, supra note 94; Cut and Run, supra note 52, at 37.
108 Cut and Run, supra note 52, at 37-38.
109 Group interview with workers in the Agriculture Department, supra note 100.
110 Cut and Run, supra note 52, at 34; Burning Rubber, supra note 20, at 33.
111 Burning Rubber, supra note 20, at 33.
112 Interview with Sam Bonwin, supra note 33; Interview with the Barchue family, supra note 45.
Residents of the Bryant farm believe that BR’s failure to protect farmers’ water sources has been fatal, resulting in the death of a child. BR’s heavy machinery cracked open a family grave, which contained the corpse of Solomon Bryant. The Bryants went to Buchanan more than once to complain about the open grave, which was emitting a foul odor. They were also afraid that the open grave would contaminate a nearby creek that provided drinking water for residents on the farm. Although BR assured the Bryant family that it would provide them with a hand pump to mitigate the public health hazard posed by the open grave, it never followed through.

Heavy rains then flooded Solomon Bryant’s open grave, washing yellow runoff from the grave into the adjacent creek. Around the same time, black and yellow liquid flowed from the piles of woodchips dumped on the farm by BR into the same creek, the Bryant’s only water source. After drinking water from the creek, children and adults began experiencing chronic diarrhea. The Bryant family took the most gravely ill children to the clinic, where a doctor informed them that the illness was the direct result of drinking contaminated water. One of these children, a three-year-old named George Don, died.

Later, the creek nearly dried up, which it never had in the past. The residents of the farm believe that deforestation and erosion from BR’s work is the cause. The Bryant family then searched for an alternative water source, as well as returning more than once to BR’s headquarters to plead, unsuccessfully, for immediate assistance. Residents of the Bryant farm must now walk 35 minutes down a dangerous road to find water, which itself is not safe to drink. They are still waiting for the hand pump that BR promised them. Additionally, BR never returned to fix the open grave or clear the rotten woodchips from the farm.

Source: Interview with Joseph and Charles Bryant by Accountability Counsel (Apr. 2, 2013) and Interview with Joseph Bryant by Green Advocates International (Mar. 9, 2013).
ants crawled into her ear and bit her while she was planting rubber seedlings near woodchip piles on a smallholder farm.\textsuperscript{113} This infestation of stinging ants created a public health problem that was the direct consequence of BR’s activities.

Finally, farmers strongly disagreed with BR’s claim that the woodchips, which BR at times distributed around the young rubber trees, were appropriate mulch for the fragile rubber tree seedlings. Rather, farmers report that the woodchips retarded the growth of their trees.\textsuperscript{114}

\section*{C. Bad Faith Negotiations and Failure to Comply with Promises}

As described in detail above, farmers’ experiences with BR have been characterized, from start to finish, by bad faith negotiations and broken promises. Many farmers were not given a chance to read and understand their initial contracts with BR, much less negotiate these contracts on equal footing with the company. BR promised high prices per tree and free maintenance, but then presented farmers, many of whom are illiterate or only semi-literate, with contracts that specified much lower prices and often did not mention maintenance. Many farmers felt that they had no choice but to sign the contracts.

BR’s approach to getting the termination contracts and releases signed was even worse. Although farmers had been meeting with the company as a group and had organized themselves into a union, BR approached each farmer individually and coerced them into signing the contracts by saying that whether the farmers signed or not, BR was going to leave and stop all activities on the farms.\textsuperscript{115} In some cases, BR implied that if they did not sign, the farmers would be unable to regain formal control of their farms.\textsuperscript{116} In at least one case, BR repeatedly visited a farmer who had refused to terminate her contract and tried to convince her to sign the termination agreement, including by telling her that all of the other farmers had already done so.\textsuperscript{117} BR told the farmers that they had no legal recourse against BR because of its decision to leave.\textsuperscript{118} Additionally, BR demonstrated its bad faith by refusing to allow any negotiation of the conditions of its exit.\textsuperscript{119}

In the intervening years between BR’s initial contracts with farmers and the termination contracts, BR repeatedly demonstrated bad faith in its dealings with farmers, in both large ways

\begin{itemize}
    \item \textsuperscript{113} Interview with Charlesetta Williams by Accountability Counsel (Apr. 4, 2013).
    \item \textsuperscript{114} \textit{Id.}; Cut and Run, \textit{supra} note 52, at 34.
    \item \textsuperscript{115} Cut and Run, \textit{supra} note 52, at 38.
    \item \textsuperscript{116} \textit{Id.}
    \item \textsuperscript{117} \textit{Id.} at 38-39.
    \item \textsuperscript{118} \textit{Id.} at 38.
    \item \textsuperscript{119} Interviews with Sam Bonwin and Charles G. Bryant, \textit{supra} note 33; \textit{see also} Cut and Run, \textit{supra} note 52, at 38.
\end{itemize}
and small. As described above, BR broke promises about a host of issues, including maintenance of the farms, removal of abandoned and uprooted trees, replanting schedules and the piles of woodchips. Similarly, although BR’s documents discussed providing the farmers with trainings about farm management and care for the rubber trees, none of the farmers in Grand Bassa County ever received any trainings from BR or FarmBuilders.

D. Impacts on Vulnerable Populations

BR’s activities have disproportionately affected vulnerable groups of farmers, including indigenous, low-income and female farmers. BR failed to consult with, or even recognize, these groups.

As mentioned above, most of the farmers in Grand Bassa County with whom BR had contracts are members of the Bassa tribe. The Bassa constitute one of the main minority groups in Liberia. Roughly 10% of the Liberian population is Bassa, and 94% of the residents of Grand Bassa County are Bassa speakers. They were one of the first ethnic groups to inhabit Liberia, migrating from the north and east around the 12th century. They are the traditional inhabitants of Grand Bassa County and owned the land there until the Liberian government took it over in the nineteenth century. The Bassa speak their own language—Bassa—and maintain their own indigenous writing system, called “Bassa” or “Vah,” which was developed around 1900. In addition to having their own language, the Bassa have many traditional customs that set them apart from other Liberians. They have traditional houses, leadership structures,

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120 BR’s model was to hold itself out as a caring, responsible, socially-oriented company, concerned with the welfare of smallholder farmers, while at the same time conducting itself on the ground in a way that was deceitful, coercive and ultimately destructive to the farmers’ livelihoods. One relatively minor example, which is nonetheless emblematic of BR’s treatment of the smallholder farmers, involves a statement from a farmer that BR put on its website. Shortly after paying him for his old rubber trees, BR had asked Sam Bonwin, one of the farmers, what he was going to do with the money. Interview with Sam Bonwin, Mar. 2, 2013 interviews, supra note 31. Sam replied that he was sending his children to school, and BR put his statement on their website. Sam, however, quickly became dissatisfied with BR’s failure to maintain his farm, and he has made some of the strongest statements against BR in terms of the company’s failed promises, saying that “BRE fooled us. Our farms are very dirty [e.g. poorly maintained] since we turned them over to BRE.” Interview with Sam Bonwin, Jun. 2011 interviews, supra note 30. He was very disappointed to learn that BR had used his previous statement to promote its business, even after he had become very vocal about his dissatisfaction with the company. Interview with Sam Bonwin, Mar. 2, 2013 interviews, supra note 31.

121 See ESIA, supra note 24, at 90, 129, 138; see also Harvesting Management Plan, supra note 14, at 9.

122 Interview with Charles Holt by Accountability Counsel (Apr. 5, 2013); Interview with Sam Bonwin, supra note 33; Interview with George Barchue, supra note 94; Interview with the Bryant family by Accountability Counsel (Apr. 2, 2013).

123 According to the Liberian government, the Bassa are one of the major tribes in Grand Bassa County. Development Agenda, supra note 98, at ix.


125 Development Agenda, supra note 98, at 6.

126 Id.

127 Id.; see also Ayodeji Olukoju, Culture and Customs of Liberia, 4 (Greenwood Press 2006). Many of the farmers also speak Pidgin and some speak English.
marriage customs, songs, dances, hairstyles and art. Additionally, adolescents attend
traditional schools in the bush, called Poro and Sande societies, during which time they learn the
customs of the Bassa and undergo coming-of-age rituals. Yet, BR’s project documents entirely
failed to recognize that most of the farmers belonged to this indigenous group.

Additionally, many of the farmers should have been recognized as vulnerable due to their
low-incomes and many dependents. What income they did have often came from their rubber
trees, which BR uprooted. As noted above, many are now struggling to even feed themselves
and their families. BR’s failure to recognize their economically vulnerable position contributed
to the harm they are now experiencing.

Finally, BR’s dumping of rotten woodchips on farms and the resulting water contamination has severely and
disproportionately impacted the livelihood and health of women. In rural Liberia, women and
girls are traditionally responsible for domestic water supply and bear the burden of fetching water from the nearest water source. After their
local water sources were contaminated, women and girls on the Barchue, Bonwin and Bryant
farms were forced to walk long distances to get clean water, sometimes up to 45 minutes each
way with heavy water buckets on their heads.

Pregnant women also suffered disproportionate consequences from drinking
contaminated water, such as unusually difficult pregnancies and increased risk of complications
during delivery. Rebecca Gbotoe, a midwife living on the Barchue farm, felt humiliated that
she had to use contaminated water while delivering babies on the Barchue farm. The babies
delivered under these conditions were failing to thrive, and mothers suffered from the unsanitary
conditions.

E. Displacement

Due to farmers’ inability to maintain their farms, and because of the problems BR created
with stinging ants, farms are in the process of reverting back to tropical forests, which amounts

128 See Olukoju, supra note 127, at 74, 89, 93, 141. For an example of Bassa art, see http://www.africadirect.com/
129 See Development Agenda, supra note 98, at ix; see also Olukoju, supra note 127, at 89, 116-17.
130 BR Fuel II Project Summary, supra note 3 ("Based on the findings during due diligence, it appears unlikely that
there are communities that can be considered indigenous under PS 7 (Indigenous People) living in areas in which the
project will operate.").
131 Interview with Sam Bonwin, supra note 33; Interviews with Rebecca Gbotoe and Saturdamar Bonwin, supra
note 94.
132 Interview with Rebecca Gbotoe, supra note 94.
133 Id.
134 Id.
to an effective displacement of farmers from these portions of their farms. For example, parts of the Bonwin farm have become completely inaccessible. The vegetation is so thick around the young rubber trees that it is impossible to distinguish them from the encroaching weeds and vines, and the surrounding soil is no longer visible. Although BR promised to maintain the Bonwin farm, BR did not return to maintain the seedlings once they were planted. Because BR left the farm in such an unmanageable state, the impoverished Bonwin family cannot afford to hire the many workers it would take to clear it again. \(^{136}\)

Similarly, the Gongar farm is so overgrown that residents cannot walk across the area where the old rubber trees were located without using a machete to clear a path. BR had felled the old rubber trees and had left them on the field to rot rather than processing them into woodchips. \(^{137}\) When BR failed to clear the logs or maintain the seedlings that it eventually planted, dense vegetation crowded the fragile young trees and a thick blanket of vines grew over the logs, obscuring them from view. Despite complaints, BR never returned to remove the rotting, vine-covered logs from the Gongar farm, making it even more inaccessible.

Moreover, after signing the initial contracts, some farmers were under the impression that BR was taking care of their farms and would inform them when their farms were ready to be turned back over to them. \(^{138}\) Additionally, in at least some cases, farmers were told that they had ceded control of their farms during the rejuvenation period and felt that they were not supposed to access the farms until the trees were mature. \(^{139}\) BR constructively displaced these farmers from at least a portion of their farms by giving them the impression that they were not allowed on their own land or should not do any work on it until BR had turned the farm back over to them.

\(^{135}\) Interview with Sam Bonwin, supra note 33. Sam Bonwin recalls promises from BR that it would maintain his farm, although his contract with BR did not say anything about maintenance. See Exhibit 3.

\(^{136}\) Id.

\(^{137}\) Interview with a representative of the Gongar farm, Jul. 2010 interviews, supra note 30.

\(^{138}\) Interview with Charles G. Bryant, supra note 33.

\(^{139}\) Jul. 2010 interviews, supra note 30.
F. Lack of Information Disclosure and Consultation

Throughout its tenure in Liberia, BR failed to appropriately inform and consult with farmers about projects on their farms. Farmers had very little concrete, accurate information about BR’s plans prior to agreeing to participate. Despite BR’s references to pre-harvesting consultations, BR never held any formal consultations with the farmers prior to beginning the project or prior to making decisions that directly impacted farmers, such as dumping the piles of rotten woodchips on their farms. While BR made significant improvements in this regard between July 2011 and April 2012, it then promptly reverted to its old, nontransparent way of dealing with farmers by approaching farmers individually and coercing them into signing termination contracts.

III. NACUL and Charcoal Producers at Freeman Reserve

Liberia’s long civil war caused its energy sector to collapse, leading to an over-dependence on charcoal, which is the primary energy source used in Liberia for daily cooking and heating needs. Charcoal producers in Liberia depend on the same raw material as BR: old rubber trees. Thus, the National Charcoal Union of Liberia (“NACUL”) was concerned from the beginning that BR’s activities would negatively impact charcoal producers.

Although BR acknowledged to NACUL that its business plan, including its operations at the Firestone plantation, would likely impact local charcoalers, BR made no genuine effort to

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140 Harvesting Management Plan, supra note 14, at 8, 12.
141 While the ESIA claims that consultations were held in September 2010, these meetings, which were not consultations, occurred after many of the smallholder farmers already had contracts with BR. See ESIA, supra note 24, at 236-44. Moreover, the meetings were held only in Monrovia and Buchanan and there is no indication that they included any small farmers. See id. at 236, 278-80.
142 Burning Rubber, supra note 20, at 38. While charcoal is a traditional energy source in Liberia, the collapse of the energy sector during the war significantly increased its use. See ESIA, supra note 24, at 70-71. NACUL estimates that approximately 85% of the population now relies on charcoal as a primary source of energy.
143 Burning Rubber, supra note 20, at 38.
144 Interviews with George Z. Weaymie, President, and Richard T. A. Dorbor, Vice President of NACUL, Mar. 2, 2013 Interviews, supra note 31.
mitigate these impacts. Prior to BR’s arrival, Firestone encouraged charcoal producers from Freeman Reserve to convert old rubber trees on the Firestone plantation into charcoal for free. At the time, charcoalers operating on Firestone’s plantation produced approximately 20,000 bags of charcoal each month. Once BR’s operations on the Firestone plantation began in December 2009, however, the charcoalers’ situation changed drastically.

BR claimed that it would minimize livelihood impacts on local charcoalers by leaving wood remnants behind after it felled rubber trees on the Firestone plantation. In truth, however, the wood left behind was insufficient, and competition for the woodpiles – both financial and physical – became common. BR employees would auction them to the highest bidder, leaving those unable to pay without the wood they needed to make charcoal. As discussed in more detail below, these payments can make the difference between a producer being able to make a profit or not – in other words, the difference between a livelihood and destitution. Additionally, even when charcoalers could pay, BR employees routinely double-sold the same woodpiles to other charcoalers at a higher price. Despite being alerted to these problems, BR did not respond and never put in place a formal structure to ensure that charcoal producers could freely access the wood left for them.

BR employees exacted an even higher price from female charcoalers. As discussed in more detail below, unmarried women were coerced into having sex with BR machine operators, field supervisors and security guards in order to access wood remnants. Several children were fathered by BR employees out of this sexual abuse and left unsupported with their mothers on Freeman

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145 Interviews with George Z. Weaymie and Richard T. A. Dorbor by Accountability Counsel (Apr. 6, 2013). As discussed in more detail below, BR and NACUL signed an MOU in December 2007 that was meant to mitigate impacts on charcoalers. Attached as Exhibit 6. BR, however, never fulfilled its obligations under the agreement.


147 Cut and Run, supra note 52, at 42.

148 Interview with Moses M. Flomo by Green Advocates International (Jul. 20, 2013).

149 See Cut and Run, supra note 52, at 46-48.

150 Interviews with Kebbeh Kain, Mamie Momo and Moses M. Flomo by Accountability Counsel (Apr. 7, 2013); Interviews with Martin Gbar, John B. Money, Sarah Monopoloh and Fayiah Tamba by Accountability Counsel (Apr. 6, 2013). See also Cut and Run, supra note 52, at 47-48.

151 Oct. 2010 interviews, supra note 146; see also Cut and Run, supra note 52, at 45-46, 48.

152 Interviews with Mamie Momo and Moses M. Flomo, supra note 150.

153 Interviews with Kebbeh Kain, Sarah Monopoloh and Fayiah Tamba, supra note 150; see also Cut and Run, supra note 52.

154 Interviews with Kebbeh Kain, Moses M. Flomo and Fayiah Tamba, supra note 150; Interviews with Jane Does 1, 3 and 4 by Accountability Counsel (Apr. 7, 2013); Interview with Jane Doe 2 by Accountability Counsel (Apr. 6, 2013).
Fueling Human Rights Disasters

Reserve when BR left the Firestone plantation.155 Some of these female charcoalers were under the age of legal consent when they were coerced into having sex in exchange for wood remnants.156

The following sections provide more detail about issues of particular concern for NACUL and for the charcoal producers from Freeman Reserve, specifically: livelihood impacts; violence by Firestone contractors and BR employees; sexual exploitation by BR employees; impacts on vulnerable populations, including women, indigenous people, and low-income charcoalers; environmental and health impacts; BR’s bad faith negotiations and failure to comply with promises made to NACUL; and BR’s lack of information disclosure and consultation with charcoal producers.

A. Livelihood Impacts

BR’s activities on the Firestone plantation created a scarcity of the raw materials used by charcoal producers, which severely impacted the charcoalers’ ability to produce charcoal. Charcoalers prefer to use the trunk and large branches of a tree to produce charcoal.157 BR used the same parts of the tree for producing woodchips, leaving behind only smaller parts for the charcoal producers, which were not sufficient to sustain their livelihoods.158

Charcoal producers have always struggled to make a profit from producing charcoal, but scarcity of raw materials drove up production costs and further reduced charcoalers’ profits. In the first three years after BR’s arrival in Liberia, the production cost of charcoal nearly tripled.159 During that same time period, the selling price for charcoal producers to the middlemen who transport the charcoal to cities such as Monrovia only doubled, meaning that the producers were making far less money.160

Moreover, the fees charged by BR employees for leftover wood directly impacted whether charcoal producers could make a profit. For example, in November 2011, James Paye calculated that had he been allowed to use a pile of wood for free, rather than pay a BR employee for it, he would have been able to make at least a small profit.161 Instead, he was left with a deficit after selling the charcoal that he produced from the BR-controlled woodpile.162

155 Interviews with Jane Does 1, 3 and 4, supra note 154; Interviews with Jane Does 5 and 6 by Accountability Counsel (Apr. 7, 2013).
156 Interview with Jane Doe 1, supra note 154; Interview with Jane Doe 6, supra note 155.
157 Cut and Run, supra note 52, at 44.
158 Id.
159 Oct. 2010 interviews, supra note 146; see also Burning Rubber, supra note 20, at 41.
160 Burning Rubber, supra note 20, at 41.
161 See Cut and Run, supra note 52, at 45.
162 Id.
As a result of BR’s practices, which violated its agreement with NACUL, charcoal producers from Freeman Reserve have been struggling to make enough money to feed their families and educate their children.163

B. Violence by Firestone Contractors and BR Employees

The relationship between charcoalers and Firestone deteriorated rapidly after BR began clearing trees on the Firestone plantation, which led Firestone to prohibit the charcoalers from producing charcoal on its land.164 Firestone also hired notorious ex-rebel commander Daniel K. Bracewell, aka DKB,165 to enforce this rule and protect areas of the Firestone plantation cleared and replanted by BR.166 DKB and other ex-fighters guarding the Firestone plantation terrorized local charcoal producers by: patrolling the Firestone plantation with AK-47 assault rifles, cutlasses, and machetes; violently attacking charcoalers; detaining charcoalers for up to a day; burning their tents; and stealing their charcoal, tools and money.167 These security forces also

Violent Attack by Firestone Security

In an incident that seriously injured three charcoalers, DKB and his men struck one charcoaler on the head with a cutlass and attacked two others with sulfuric acid. John Money, one of DKB’s victims, was forced to move his family from Freeman Reserve to a village located an hour and a half away because he feared that DKB would come back for him. He still feels pain from the head trauma he sustained when DKB struck him with a cutlass.

Source: Interview with John B. Money by Accountability Counsel (Apr. 6, 2013).

163 Interviews with charcoal producers by Accountability Counsel (Apr. 6-7, 2013); Oct. 2010 interviews, supra note 146.
164 Interviews with Moses M. Flomo, John B. Money, Sarah Monopoloh and Fayiah Tamba, supra note 150; Interview with Richard T.A. Dorbor by Accountability Counsel (Apr. 7, 2013); Interview with George Z. Weaymie, supra note 145.
166 Interviews with Martin Gbar, John B. Money, Sarah Monopoloh and Fayiah Tamba, supra note 150; Oct. 2010 interviews, supra note 146; see also Cut and Run, supra note 52, at 49 n.94.
167 Interview with Martin Gbar, John B. Money, Sarah Monopoloh and Fayiah Tamba, supra note 150; Oct. 2010 interviews, supra note 146. See also Cut and Run, supra note 52, at 49 n.94; Burning Rubber, supra note 20, at 39; Ushahidi Incident Report, Thugs Break Loose at Firestone (Dec. 4, 2010), available at: http://liberia.ushahidi.com/reports/view/647 (hereinafter, “Thugs at Firestone”). By October 2010, these ex-fighters had already attacked over 30 charcoal producers, stealing a total of more than 400 bags of charcoal and beating or detaining at least five charcoalers. Oct. 2010 interviews, supra note 146. The violence continued after that date. See, e.g., Thugs at Firestone. Although the circumstances are unclear, DKB was removed from his position on the Firestone Planation in late 2011. See Cut and Run, supra note 52, at 49.
charged additional “registration fees” to charcoalers to access wood left behind by BR and sometimes also charged fees to produce charcoal on the marshlands adjacent to the plantation.\textsuperscript{168}

To comply with Firestone’s new rules and avoid abusive treatment, charcoalers had to carry sticks and branches on their heads for an hour or more to reach a place to produce charcoal.\textsuperscript{169}

Additionally, on at least one occasion, one of BR’s own employees threatened a charcoaler with death if he refused to pay for the wood remnants that BR claimed it was leaving behind for the charcoalers to freely use.\textsuperscript{170} In that incident, a BR truck driver buried the wood under a large pile of dirt when a charcoal producer refused to pay.\textsuperscript{171} When the charcoal producer tried to stop the driver from burying the wood, his life was threatened.\textsuperscript{172}

BR’s initial reaction to these issues was to assert that it had no influence on the relationship between Firestone and the charcoalers\textsuperscript{173} and that it had a “zero tolerance” policy regarding the collection of fees by its employees for wood left behind.\textsuperscript{174} Later, BR and NACUL discussed a proposal to formalize the charcoaling practices on the Firestone plantation, which BR believed would help ease tensions between parties over access to the wood left by BR.\textsuperscript{175} The proposal, however, never materialized into a concrete agreement.

\textbf{C. Sexual Exploitation by BR Employees}

BR employees coerced several of the young, unmarried women charcoal producers into having sex with them.\textsuperscript{176} If female charcoalers refused the sexual advances of BR employees, the men would deny them access to the woodpiles they needed to produce charcoal.\textsuperscript{177} Seeing no alternative, many female charcoalers entered into sexual relationships with these BR employees.\textsuperscript{178} Fayiah Tamba, NACUL’s Deputy Chairperson representing charcoalers from Freeman Reserve, also reported that BR’s employees created a situation in which several male

\begin{flushleft}
\textsuperscript{168} Oct. 2010 interviews, \textit{supra} note 146.
\textsuperscript{169} Interviews with Kebbeh Kain, John B. Money and Sarah Monopoloh, \textit{supra} note 150; Interview with George Z. Weaymie, \textit{supra} note 145; Oct. 2010 interviews, \textit{supra} note 146; \textit{see also} Burning Rubber, \textit{supra} note 20, at 39.
\textsuperscript{170} Burning Rubber, \textit{supra} note 20, at 38.
\textsuperscript{171} Id.
\textsuperscript{172} \textit{Id}.
\textsuperscript{173} \textit{See id.} at 39.
\textsuperscript{174} Cut and Run, \textit{supra} note 52, at 45.
\textsuperscript{175} \textit{Id.} at 43.
\textsuperscript{176} Interviews with Kebbeh Kain, Moses M. Flomo and Fayiah Tamba, \textit{supra} note 150; Interviews with Jane Does 1, 2, 3 and 4, \textit{supra} note 154.
\textsuperscript{177} Interviews with Moses M. Flomo, Sarah Monopoloh and Fayiah Tamba, \textit{supra} note 150; Interviews with Jane Does 1, 3 and 4, \textit{supra} note 154.
\textsuperscript{178} Interviews with Jane Does 1, 2, 3 and 4, \textit{supra} note 154; Interview with Jane Doe 5, \textit{supra} note 155.
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charcoalers felt required to offer their daughters to BR employees for sexual abuse, under- 
standing that it was the only way to secure wood for charcoal.179

One of the female charcoalers said that over 100 female charcoalers had sex with BR 
employees to access charcoal wood while BR was operating on the Firestone plantation.180 
Women who entered into sexual relationships with BR employees were given access to 
woodpiles only as long as the sexual abuse lasted.181 Male and female charcoalers agreed that it 
was extremely difficult for female charcoalers to gain access to woodpiles if they did not agree to 
the sexual exploitation by BR employees.182

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Sexual Exploitation of an Underage Charcoal Producer

Jane Doe 1 was underage when a BR security guard approached her while she was 
collecting the wood remnants from a field that BR had cleared. The security guard confiscated 
the wood remnants that Jane Doe 1 had collected and demanded that she have sex with him. 
He told her that he would give her back the wood, and pay her school fees, if she acquiesced, and 
he threatened that if she refused him, he would ensure that she would never access BR 
wood remnants again. Jane Doe 1 was a virgin at the time and did not want to have sex with 
him, but she agreed out of fear that her family could not survive without the wood she 
collected, which her mother used to make charcoal. Once the sexual abuse began, the BR 
security guard made sure that Jane Doe 1 could harvest leftover wood. Within a few months 
she was pregnant with his child and had to drop out of school to care for her baby. The BR 
security guard left Freeman Reserve when Jane Doe 1 was one month pregnant, and she has 
not heard from him since.

Source: Interview with Jane Doe 1 (name changed to protect her safety and privacy) by 
Accountability Counsel (Apr. 7, 2013).

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D. Impacts on Vulnerable Populations

BR’s impacts on charcoal producers disproportionately harmed vulnerable groups 
including women, as described above, indigenous people and low-income charcoalers. Many of 
the charcoal producers from Freeman Reserve are indigenous, with the majority of indigenous 
charcoalers belonging to the Kpelle tribe and speaking Kpelle as their first language. Other 
charcoalers belong to the Kissi, Lorma, Mano and Gio tribes. Yet, there is no indication that BR 
ever recognized that its activities at the Firestone planation were impacting indigenous people.

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179 Interview with Fayiah Tamba, supra note 150.
180 Interview with Jane Doe 2, supra note 154.
181 Interviews with Jane Does 1, 3 and 4, supra note 154; Interview with Jane Doe 5, supra note 155.
182 Interviews with Kebbeh Kain, Moses M. Flomo and Fayiah Tamba, supra note 150; Interviews with Jane Does 1, 
2 and 4, supra note 154.
Additionally, as described above, even under the best of circumstances, it was difficult to make a living producing charcoal. Many of the producers affected by BR’s activities had very low-incomes to begin with and were, therefore, particularly vulnerable as BR’s operations created scarcity and drove up prices.

E. Environmental and Health Impacts

As a result of the harsh competition for the piles of wood left by BR, as well as the intimidation and harassment from Firestone’s security personnel, nearly 100 charcoal producers began cutting down trees in the natural forest located between Firestone’s plantation and Freeman Reserve to produce charcoal.\textsuperscript{183} This destruction of natural forest was a foreseeable result of BR’s use of the rubber trees that these charcoalers had previously been converting into charcoal.

Additionally, BR’s operations on the Firestone estate had negative environmental consequences. Similar to the problems experienced on smallholder farms, the clear-cutting of old rubber trees and processing of woodchips on the plantation caused problems for Freeman Reserve residents, including soil erosion, dust and wind storms.\textsuperscript{184} Additionally, BR left piles of woodchips sitting at the plantation, which attracted stinging ants, causing a similar public health concern as noted above with the farmers.\textsuperscript{185} The woodchips also leached pollutants into water sources used by residents of Freeman Reserve for washing and cooking.\textsuperscript{186} BR eventually removed these woodchips, which helped alleviate the ant problem. However, the company never addressed the water contamination caused by the woodchips, and the water used by residents of Freeman Reserve is still contaminated.\textsuperscript{187}

\textsuperscript{183} Interviews with Moses M. Flomo, John B. Money and Fayiah Tamba, \textit{supra} note 150; Interview with Richard T. A. Dorbor, \textit{supra} note 164; Interview with George Z. Weaymie, \textit{supra} note 145; see also \textit{Cut and Run}, \textit{supra} note 52, at 48-49. Even these producers faced abuse by BR employees, some of whom stole the trees they cut down, converting them into planks to sell for construction purposes. \textit{Cut and Run}, \textit{supra} note 52, at 49.

\textsuperscript{184} Oct. 2010 interviews, \textit{supra} note 146.

\textsuperscript{185} \textit{Id}.

\textsuperscript{186} \textit{Id.} This is not an isolated incident. Several other communities have been faced with severe shortages of safe drinking water due to BR’s activities on the Firestone plantation, which polluted creeks and other traditional water sources. \textit{Id}.

\textsuperscript{187} Interview with Sarah Monopoloh, \textit{supra} note 150.
F. Bad Faith Negotiations and Failure to Comply with Promises

NACUL first came into contact with BR at a national energy planning meeting in 2007, and shortly thereafter began trying to work with BR to mitigate the impacts of BR’s activities on charcoal producers. On December 11, 2007, NACUL and BR signed a Memorandum of Understanding (“MOU”), in which BR agreed to take measures to mitigate impacts on charcoalers, including providing assistance with “skills training, technology development, transportation, raw materials development [and] micro-finance.” NACUL’s hopes quickly faded, however, as BR failed to take any steps to implement the agreement and the negative impacts of BR’s activities on NACUL members became apparent. BR had not yet taken any genuine steps to fulfill this agreement by the time OPIC was signing its first Financing Agreement with BR in late 2008.

In September 2010, BR began trying to convince NACUL to renegotiate the MOU. BR wanted a new MOU that would significantly reduce its responsibility to assist charcoalers and that referenced an annex that was incomplete. Moreover, although the period from late 2010 until late 2012 was characterized by BR’s renewed attention and promises to help mitigate impacts on charcoal producers, the only concrete achievement by BR was to assist with the building of an office space for NACUL.

G. Lack of Information Disclosure and Consultation

While BR did engage with NACUL, the company failed to disclose project-related information to, or consult with, the charcoalers actually operating on or near the Firestone plantation, despite the clearly foreseeable impact of its activities on their livelihoods. Charcoalers were not adequately informed about BR’s “zero tolerance” policy with regard to BR employees’ practice of charging charcoalers for the wood piles, nor were they aware of how much wood BR intended to leave behind for their use. Moreover, charcoalers did not know how to lodge complaints to BR regarding these issues when BR clearly and repeatedly violated its policy.

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188 Exhibit 6. The MOU was signed when BR was still under its old ownership, before Pamoja Capital acquired a controlling interest in the company.
189 Mar. 2, 2013 interviews, supra note 31; see also Burning Rubber, supra note 20, at 40.
190 Interviews with George Z. Weaymie and Richard T. A. Dorbor, supra note 145.
191 See Cut and Run, supra note 52, at 42-43.
192 Interviews with Moses M. Flomo and Sarah Monopoloh, supra note 150; Interview with George Z. Weaymie, supra note 145.
193 See Cut and Run, supra note 52.
IV. Buchanan Renewables’ Workers

BR sold its project to OPIC in part by highlighting the training and “permanent jobs” it would provide to local Liberians. In reality, while BR did employ many locals, its practices were often abusive and unfair. Several workers started working for BR as unpaid volunteers, often for long periods of up to one or two years. Additionally, even when hired into paid positions, some workers were employed under time-bound contracts, as short as three months, making the “permanent” nature of their employment questionable. BR’s interactions with workers were also characterized by broken promises regarding compensation and benefits, described in more detail below.

Working conditions, as discussed further below, were also abusive and unsafe. Several BR workers experienced serious workplace accidents, some of which left them permanently disabled and unable to continue to work in manual labor jobs. Moreover, many injured workers had trouble receiving disability benefits through Liberia’s National Social Security and Welfare Corporation because BR did not properly report workplace accidents or provide injured workers

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194 At least some of these problems were publicly known, as evidenced by members of the plenary of the Liberian House of Representatives discussing BR’s problematic labor practices during a May 2012 session in which the body voted to halt BR operations. See Lawmakers Declare Buchanan Renewables Dubious, supra note 72.

195 Interviews with Ophelia Diakpo and Daniel Corpoe by Accountability Counsel (Apr. 4, 2013); Individual and group interviews with affected workers by Accountability Counsel (Apr. 4-5, 2013); Interviews with Sam Yeadieh and Edna Y. Williams by Green Advocates International (Mar. 8, 2013); Mar 2, 2013 interviews, supra note 31.

196 Individual and group interviews with workers from the Workshop, Port and Agriculture Departments by Accountability Counsel (Apr. 4-5, 2013).

197 Interview with John Zeo by Accountability Counsel (Apr. 5, 2013); Group interview with workers from the Maintenance Department by Accountability Counsel (Apr. 5, 2013); Interviews with Florence Johnson and Junior Gayman by Accountability Counsel (Apr. 3, 2013); Interviews with former BR workers by Green Advocates International (Mar. 8-10, 2013) (hereinafter, “Mar. 2013 worker interviews”). BR Human Relations employees informed some injured workers that their medical files were being withheld or had been deliberately destroyed. Interview with Lloyd Reeves by Accountability Counsel (Apr. 3, 2013); Interview with John Zeo and Mar. 2013 worker interviews, supra note 197.
with copies of their medical records. These serious injuries were directly related to BR’s consistent failure to provide employees with adequate training and protective gear.

In addition to its failure to provide workers with adequate training and safety equipment, BR’s field workers faced other problematic and at times dangerous working conditions. As discussed in more detail below, pregnant women suffered disproportionately from the unsafe working conditions, and BR failed to accommodate their needs. Additionally, on at least one occasion workers were sent to an unsafe training area where they faced threats of violence and lacked basic necessities. Moreover, abuse of workers, both male and female, by BR supervisors was commonplace. In particular, and as discussed below, many female agricultural workers faced routine sexual harassment and sexual coercion from their supervisors.

Although BR documents described grievance procedures, many workers were not aware of a formal grievance mechanism for addressing their complaints. Instead, most workers would bring complaints to their supervisors, and many had to bribe their supervisors in order to stop abusive treatment or get them to take any other action. In some cases, raising complaints with supervisors led to retribution or threats of retribution.

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198 Interviews with Ophelia Diakpo and Daniel Corpoe, supra note 195; Interviews with Naomi Baryogar, Deborah Bennie, Sayee Caine, Mamie Garmondeh, Jerry Gbotoe, Elizabeth Goueh, Mary Foster, Ellen Kangar, Mama Kaykay, Hannah Jacobs, Jamesetta Maneah, Dorris Matthies, Felecial Reeves, Mary William and Beatrice Zarzar by Accountability Counsel (Apr. 4, 2013); Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31.
200 Interviews with former BR workers by Accountability Counsel (Apr. 3-5, 2013).
201 Interviews with Ophelia Gardner, Comfort Harris and Esther Daniel by Accountability Counsel (Apr. 4, 2013).
202 Interviews with Sayee Caine, Mama Kaykay, Hannah Jacobs and Beatrice Zarzar, supra note 199; Interviews with Isaac B. Suatt and Tamba Fayah by Accountability Counsel (Apr. 3, 2013).
With all of these problems as a backdrop, BR workers attempted to negotiate a Collective Bargaining Agreement ("CBA") with BR. After lengthy negotiations, a CBA was signed on October 1, 2012. But within a few months of signing the CBA, and before workers saw any improvement in working conditions, workers began hearing rumors that BR was planning on leaving Liberia. Instead of addressing the rumors and clarifying its plans, BR kept workers in the dark.

Then, shortly before beginning layoffs of the majority of its workforce, BR called workers to a meeting at the port in Buchanan and told them that the company had made the decision to exit Liberia. Shortly after the announcement, BR presented workers with termination agreements and severance packages. In order to receive severance pay, however, laid off workers had to sign a form releasing BR from all liability related to their employment and termination. Many workers did not understand the terms of the employee release, but nevertheless signed the agreements out of desperation to support their families.

Since being laid off, many workers are now facing difficulties providing sufficient food for their families and an education for their children. Complainants include workers from a variety of positions at BR, including chainsaw operators, workers employed to fuel vehicles and store fuel drums, agricultural workers, security personnel and road maintenance workers. Many of the Complainants had been working for BR for several years, some starting as early as 2008, and worked until they were laid off at the end 2012 or early in 2013.

The following sections provide more detail about issues of particular concern for the former BR workers submitting this Complaint, specifically: worker health, safety and security; a dangerous training site to which several women were sent for a month; sexual harassment and abuse by BR supervisors; unfair and dishonest hiring and compensation practices; impacts on...
vulnerable populations, including women, low-income workers and indigenous people; and BR’s failure to comply with the terms of the CBA.

A. Worker Health, Safety and Security

Although BR told OPIC that it would provide all necessary protective equipment, personal protective gear and safety training to its employees,\(^\text{213}\) it failed to do so.\(^\text{214}\) Moreover, when the safety equipment that was issued did not fit or wore out, workers had to wait several months to receive replacements.\(^\text{215}\) BR workers also suffered from a lack of safety training and the failure to implement procedures for safe tree felling and operation of heavy machinery.\(^\text{216}\)

As a direct result of these failures, grievous accidents were not uncommon for BR’s workers. Several workers sustained serious injuries while on the job, including broken legs and arms.\(^\text{217}\) In many cases, these workers were not provided with adequate medical care and were

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\(^\text{213}\) See Harvesting Management Plan, \textit{supra} note 14, at 38 (“Every worker involved with harvesting operations will be provided with Personal Protective Equipment (gloves, steel toe boots, ear plug, helmet, overhaul, goggles etc) as needed”) and at 39 (“Anybody using a chainsaw during harvesting operation will be required to wear safety footwear (a minimum of a steel toe-cap), leg protection, ear muffs and high visibility safety helmet and clothing”); ESIA, \textit{supra} note 24, at 169 (Describing recommended on-site mitigation measures as including provision of “appropriate personal protective equipment such as gloves, masks, ear plugs, gas detectors, brightly colored working overalls equipped with light reflecting stripes, safety boots, safety helmets, etc.”), and at 192 (requiring that for off-site workers, “Workers have to be provided with proper protective fittings; protective clothing (long sleeves), helmets, resistant gloves, air purifying masks, safety glasses, ear protection (ear muffs, ear plugs) as required for their specific tasks.”). \textit{See also Exhibit 7, Employee Handbook at §§ 2.2, 2.10(a), 3.13(a-c); Exhibit 9, Revised Employee Handbook at §§ 2.2, 2.10(a), 3.13(a-c).}

\(^\text{214}\) In November 2012 – years after its due diligence documents acknowledged the necessity of such protective gear – BR’s Public Relations Officer Benson Whea told a Liberian newspaper that the company was in the process of distributing safety gear to all workers. O. Testimony Zeongar, Heritage Liberia, \textit{Aggrieved Buchanan Renewables Female Workers want Ellen’s Intervention} (Nov. 30, 2012), available at: http://www.news.heritageliberia.net/index.php/inside-heritage/human-rights/972-aggrieved-br-female-workers-want-ellen-s-intervention (hereinafter, “Aggrieved BR Female Workers”).

\(^\text{215}\) Interview with Florence Johnson by Accountability Counsel (Apr. 4, 2013); Interview with Lloyd Reeves, \textit{supra} note 197; Interviews with Naomi Baryogar and Mama Kaykay, \textit{supra} note 199; Interview with Ola G. Hunter, \textit{supra} note 206; Interview with Love Ocee, \textit{supra} note 207; Group interview with workers from the Agriculture Department, \textit{supra} note 100.

\(^\text{216}\) Interviews with Florence Johnson and Lloyd Reeves, \textit{supra} note 197; Interview with Love Ocee, \textit{supra} note 207; Interview with Aderlyn D. Barnard by Accountability Counsel (Mar. 30, 2013).

\(^\text{217}\) Interviews with John Zeo, Florence Johnson and Lloyd Reeves, \textit{supra} note 197; Interview with Ola G. Hunter, \textit{supra} note 206; Interview with Andrew Dolo by Accountability Counsel (Apr. 3, 2013); Interview with Aderlyn D. Barnard, \textit{supra} note 216; Interviews with Ola G. Hunter, Andrew Dolo and Lloyd Reeves by Green Advocates International (Mar. 9, 2013); Interview with Aderlyn D. Barnard by Green Advocates International (Mar. 8, 2013).

\(^\text{218}\) Interview with Comfort Cercee, \textit{supra} note 207; Interviews with Richard Bay and Isa Biswaw by Accountability Counsel (Apr. 3, 2013); Interview with Aderlyn Barnard, \textit{supra} note 217.
Injured worker with a photo of his injuries.

In addition to failing to take steps that would prevent serious injuries, such as providing necessary training to workers, BR did not always provide basic protective gear. For example, for a period of time, some agricultural workers were forced to graft rubber trees in bare feet or sandals, despite the risk of snakebites. As described in more detail below, at least one woman was bitten on the foot by a poisonous snake because of this practice. When BR eventually issued boots for workers to wear in the field, the boots were sometimes multiple sizes too large or small to fit the workers’ feet. When these workers complained and asked for replacement boots, BR refused to provide replacement pairs in their size. Frustrated by BR’s failure to provide adequate footwear, some workers resorted to using their meager salaries to buy new boots.

Moreover, BR frequently issued defective and/or substandard gear that wore out quickly and did not provide adequate protection. For example, BR issued most agriculture workers gloves every six months to protect them from agricultural chemicals and the wear and tear of manual labor, but the gloves were often too worn, too big or too thin to provide protection.

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218 Interviews with Lomine Passaway and Victor G. Gbargee by Accountability Counsel (Apr. 5, 2013); Interview with Annie Nagbe, supra note 218; Interviews with Florence Johnson and Lloyd Reeves, supra note 197; Interview with Andrew Dolo, supra note 217; Interview with Aderlyn D. Barnard, supra note 216.

219 Interviews with Sayee Caine, Elizabeth Goueh and Mama Kaykay, supra note 199; Mar. 2013 worker interviews, supra note 197; see also Aggrieved BR Female Workers, supra note 214. BR’s due diligence documents recognized the risk of snakebites. See Harvesting Management Plan, supra note 14, at 37; ESIA, supra note 24, at 123.

220 Interview with Sayee Caine, supra note 199.

221 Id.

222 Interview with Mama Kaykay, supra note 199; Interview with Florence Johnson, supra note 215.

223 Id.

224 Interview with Annie Wright by Accountability Counsel (Apr. 4, 2013); Interviews with female agriculture workers by Accountability Counsel (Apr. 4, 2013).

225 Mar. 2013 worker interviews, supra note 197.

226 Interviews with female agriculture workers, supra note 224.
Inadequate Medical Care After a Serious Workplace Injury

Aderlyn Barnard began working in BR’s Agriculture Department in 2008, but was transferred to the Production Department in September 2011. Her new job was to record the number of trees felled by the felling crew, but she received no safety training prior to being sent into the field. When she complained to BR about her lack of training, she was told to go anyway. On September 16, 2011, during her first field assignment, one of the trees fell on her, knocking her unconscious. It took a few minutes for the felling crew to realize that Aderlyn was missing. When they found her, she had a broken leg and wrist and dislocated arm.

After the accident, Aderlyn was forced to move between several hospitals in an attempt to get appropriate care. BR originally sent her to Firestone’s rubber plantation hospital, where she spent three painful weeks prior to even being seen by a doctor. When the doctor finally arrived, he treated Aderlyn for her broken leg and wrist, but failed to diagnose her dislocated arm. After about a month, BR transferred her to Buchanan, rejecting her request to be transferred to Monrovia to be near her family. In Buchanan, Aderlyn continued to suffer from her injuries, which were swollen and painful, but doctors there ignored her. BR’s lead doctor later told her that he had recommended to BR Management that she be flown to South Africa for treatment, but his request was denied.

In an attempt to get BR to take her injuries seriously, Aderlyn and her husband, Amos, went to Mittal Steel’s hospital in Buchanan and paid for an X-ray. When they showed the X-ray to BR, the company sent her back to the Firestone hospital, but the doctor never came, and she had to be sent to Monrovia for further treatment. Aderlyn eventually received some compensation, but not enough to cover the costs of her recovery time, X-ray, ongoing medical treatment – which she now has to pay for herself – and continuing disabilities.

Source: Interviews with Aderlyn D. Barnard by Accountability Counsel (Mar. 30 and Apr. 8, 2013); Interview with Aderlyn D. Barnard by Green Advocates International (Mar. 8, 2013).
Yet, BR would insist that workers wait six months for new gloves, regardless of these problems. At least one worker became very sick after working with chemicals without proper protective gear and had to be transferred to a different BR department.

Workers in other departments had similar problems: chainsaw operators were not issued adequate safety equipment and did not receive training on how to fell trees safely; road maintenance workers and workers who were exposed to woodchip dust lacked proper safety equipment; truck drivers were forced to drive without working headlights, leading to at least one collision resulting in a serious injury; fuel workers who were not issued coverall suits had fuel spilled directly onto their skin; and warehouse workers were forced to off-load pallets containing Caterpillar machine parts from ships at the port with their bare hands before BR eventually provided them with forklifts.

BR’s practices of failing to provide safe drinking water, food or shelter to agricultural workers deployed in the field were also detrimental to the workers’ health. Although BR provided expatriate managers with bottled water, the company broke its express commitment to provide safe water for Liberian workers, forcing them to drink polluted creek water while working in the field. When BR discovered Liberian workers retrieving used water bottles from BR’s dumpster so they could fill them in Buchanan and carry clean water to the field, BR management forbade them from taking used water bottles from BR’s headquarters. Workers – who were routinely forced to do manual labor in scorching heat for hours every day – had to suffer the consequences of BR’s negligence.

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227 Id.
228 Id.
229 Interviews with Junior Gayman and Lloyd Reeves, supra note 197; Interviews with Richard Bay and Isa Biswaw, supra note 217; Interview with Thomas Fayed by Accountability Counsel (Apr. 3, 2013); Group interview with workers from the Production Department, supra note 208; Interview with Isaiah Cole by Green Advocates International (Mar. 9, 2013).
230 Group interview with workers from the Maintenance Department and Mar. 2013 worker interviews, supra note 197.
231 Interview with Andrew Dolo, supra note 217.
232 Interview with John Zeo, supra note 197.
233 Mar. 2013 worker interviews, supra note 197.
234 Group interview with workers from the Warehouse Department by Accountability Counsel (April 5, 2013).
235 Exhibit 8, CBA at Art. 38.
236 Interview with Janjay Mingle by Accountability Counsel (Apr. 4, 2013); Interview with Lloyd Reeves, supra note 197; Individual and group interviews with workers from the Agriculture Department, supra note 196; Mar. 2, 2013 interviews, supra note 31.
237 Interview with Janjay Mingle, supra note 236.
day without access to clean drinking water\textsuperscript{238} – have reported cases of cholera, typhoid and chronic diarrhea resulting from being forced to drink from creeks near their worksites.\textsuperscript{239} Additionally, BR supervisors notified workers that they would be declared unfit to work and laid off if they visited the BR Clinic more than three or four times.\textsuperscript{240}

Workers in BR’s Agricultural and Production Departments were also frequently deployed to work for extended periods in remote, rural areas without adequate housing, despite BR having agreed to provide housing or a rental allowance for such situations.\textsuperscript{241} Workers had to sleep on the ground in makeshift structures or flimsy tents, and in pools of muddy water when their tents flooded during the rainy season.\textsuperscript{242} When an expatriate sent by BR visited a group of chainsaw operators in the field, he told them that their living conditions were so abysmal, that he “wouldn’t even allow his dog to sleep there.”\textsuperscript{243} Contrary to BR’s stated policies,\textsuperscript{244} these workers also had to use their own money for transportation to the remote farms, and BR did not provide them with adequate food or water once they arrived.\textsuperscript{245}

BR also failed to reimburse workers for transportation costs to and from work, as it had agreed to do, and when workers stayed late on the job, they sometime had no means of getting home.\textsuperscript{246} Expecting farmers to work late when they would have no way to get home also presented a security concern.

\textsuperscript{238} Interview with Charlesetta Williams, \textit{supra} note 113; Interviews with Elizabeth Goueh, Hannah Jacobs and Beatrice Zarzar, \textit{supra} note 199; Interview with Ophelia Gardner, \textit{supra} note 202; Interview with Janjay Mingle, \textit{supra} note 236; Interviews with Helen Suah and Theresa Smith by Accountability Counsel (Apr. 4, 2013); Interview with Andrew Dolo, \textit{supra} note 217; Group interview with workers from the Agriculture Department, \textit{supra} note 100.\textsuperscript{239} Group and individual interviews with workers from the Agriculture Department, \textit{supra} note 196; Interview with Ola G. Hunter, \textit{supra} note 206; Interview with Andrew Dolo, \textit{supra} note 217; \textit{see also} Aggrieved BR Female Workers, \textit{supra} note 214.\textsuperscript{240} Interview with William Topayoun by Accountability Counsel (Apr. 5, 2013); Interview with Beatrice Zarzar, \textit{supra} note 199; Interviews with female agriculture workers, \textit{supra} note 224.\textsuperscript{241} Interviews with Florence Johnson and Lloyd Reeves, \textit{supra} note 197; Interview with Jerry Gbotoe, \textit{supra} note 199; Interview with Ola G. Hunter, \textit{supra} note 206; Individual and group interviews with workers from the Agriculture Department, \textit{supra} note 196; Individual and group interview with workers from the Production Department by Accountability Counsel (Apr. 4-5, 2013); Mar 2, 2013 interviews, \textit{supra} note 31. \textit{See also} Exhibit 7, Employee Handbook at §2.7(a); Exhibit 9, Revised Employee Handbook at § 2.7(a).\textsuperscript{242} Interviews with Florence Johnson and Lloyd Reeves, \textit{supra} note 197; Interview with Ola G. Hunter, \textit{supra} note 206; Interview with Thomas Fayed, \textit{supra} note 229; Group interview with workers from the Agriculture Department, \textit{supra} note 100; Group interview with workers from the Production Department, \textit{supra} note 208.\textsuperscript{243} Group interview with workers from the Production Department, \textit{supra} note 208.\textsuperscript{244} Exhibit 7, Employee Handbook at § 2.7(a); Exhibit 9, Revised Employee Handbook at § 2.7(a).\textsuperscript{245} Interview with Jerry Gbotoe, \textit{supra} note 199; Individual interviews with workers from the Agriculture Department, \textit{supra} note 196; Group interview with workers from the Production Department, \textit{supra} note 208; Mar. 2013 worker interviews, \textit{supra} note 197.\textsuperscript{246} Mar. 2, 2013 interviews, \textit{supra} note 31; \textit{see also} Exhibit 8, CBA at Art. 16.
B. Dangerous Training Site

On at least one occasion, BR sent workers for offsite training to a notoriously dangerous location, without providing them with adequate shelter, food, clean water, safety equipment or medical care. After BR decided to use bud grafting to cultivate more productive rubber trees, it sent thirty-seven planters from the Agriculture Department, mostly women, to a month-long training program at one of Liberia’s rubber plantations, the Liberia Agriculture Company (“LAC”).

While there, these workers had to live at a campsite called “Dirty Way Camp,” which was notorious for kidnappings, gender-based violence and ritualistic killings. “Hide men,” as the ritualistic killers are known, would routinely terrorize the trainees. One woman was chased and barely escaped being kidnapped and killed. Another woman reported that hide men would pound on trainees’ doors at night and taunt them while they tried to sleep. Jerry Gbote, a former LAC employee who was recruited by BR to teach BR trainees how to bud graft, reported that during the nine years he spent living at the camp, he had seen many bodies of people killed by the hide men. Community members could tell that hide men were responsible for the killings because the bodies had been mutilated in ritualistic ways: genitals, hearts, and fetuses had been removed from the victims.

Because of these threats, supervisors and trainers at the camp did not allow BR’s female trainees to leave their living quarters after dark, which left them without access to toilets after nightfall because there were no indoor bathroom facilities. Additionally, trainees were not provided with beds, mattresses or mosquito nets, but instead had to sleep on the bare floor, unprotected from insects. As a result, several women contracted malaria and others were attacked by cockroaches while they slept. Roaches ate flesh off of the lips and fingers of female trainees, causing at least one woman to have to go to the hospital for her injuries.

247 Interview with Daniel Corpoe, supra note 195; Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31.
248 Interview with Daniel Corpoe, supra note 195; Interviews with Deborah Bennie, Sayee Caine, Jerry Gbotee, Elizabeth Goue, Ellen Kangar, Mama Kaykay, Hannah Jacobs, Jamesetta Maneah, Dorris Matthies, Mary William and Beatrice Zarzar, supra note 199; Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31.
249 Interview with Jerry Gbotee and Mama Kaykay, supra note 199.
250 Interview with Beatrice Zarzar, supra note 199.
251 Interview with Jerry Gbotee, supra note 199.
253 Interviews with Naomi Baryogar, Deborah Bennie, Sayee Caine, Jerry Gbotee, Elizabeth Goueh, Mama Kaykay and Beatrice Zarzar, supra note 199.
254 Interviews with Ophelia Diakpo and Daniel Corpoe, supra note 195; Interviews with Sayee Caine, Elizabeth Goueh, Ellen Kangar and Felcial Reeves, supra note 199; Mar. 2013 worker interviews, supra note 197.
255 Interviews with Mary Foster, Mamie Garmondeh, Jerry Gbotee, Ellen Kangar, Mama Kaykay, Jamesetta Maneah, Felcial Reeves and Beatrice Zarzar, supra note 199; Mar. 2013 worker interviews, supra note 197; Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31.
one woman to have to go to the hospital for her injuries. In another case, cockroaches burrowed into a woman’s hair and chewed into her scalp. When women complained to their BR trainers about the abysmal housing conditions, they were told that they had to “just bear it.”

Working conditions at the training camp were also dangerous. Although poisonous snakes lived in the fields where trainees were working, BR did not provide adequate footwear for the trainees. Two trainees reported that they were told to bud graft in bare feet, so that their shoes would not ruin the rubber buds. Other trainees wore only sandals while they were bud grafting in the bush.

**Near Fatal Workplace Accident**

A poisonous snake bit Sayee Caine, a BR worker who was not provided proper footwear, when she was completing a training exercise wearing sandals. Because there was no clinic at Dirty Way Camp and BR did not provide first aid or emergency medical transport for trainees, Sayee nearly died from the snakebite. Initially, the only treatment she received was to have a man suck the venom from her foot and bandage it. A short time later, she became violently ill and had to pay a LAC truck driver to take her to the hospital in Buchanan. Sayee spent three days receiving treatment at the hospital, but then returned to Dirty Way Camp before she had fully recovered because BR representatives told her that if she did not return to the camp immediately, she would not be able to become a bud grafter for BR. Sayee paid for her own medical treatment and transport to and from the hospital in Buchanan.

Source: Interviews with Sayee Caine, Deborah Bennie, Mary William and Jerry Gbotoe by Accountability Counsel (Apr. 4, 2013).

Finally, although BR provided the trainees with a few bags of rice to take with them, their rations ran out before the end of the training. BR also did not provide a source of safe drinking water for the trainees; they had to fetch their own drinking water from a local creek that

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256 Interviews with Deborah Bennie, Mary Foster, Mamie Garmondeh, Jerry Gbotoe, Elizabeth Goueh, Mama Kaykay and Hanna Jacobs, *supra* note 199.
257 Interview with Mamie Garmondeh, *supra* note 199.
258 Interviews with Deborah Bennie and Beatrice Zarzar, *supra* note 199.
259 Interviews with Deborah Bennie, Sayee Caine and Elizabeth Goueh, *supra* note 199.
260 Interviews with Elizabeth Goueh and Mama Kaykay, *supra* note 199.
261 Interviews with Deborah Bennie and Sayee Caine, *supra* note 199.
263 Interview with Daniel Corpoe, *supra* note 195; Interviews with Naomi Baryogar, Elizabeth Goueh, Mama Kaykay and Beatrice Zarzar, *supra* note 199.
was a thirty-minute walk from the camp. Many of the trainees fell seriously ill after drinking the creek water, contracting typhoid and other waterborne illnesses.

C. Sexual Harassment and Abuse by BR Management

Many workers were subjected to constant abuse by their supervisors while working at BR. One common form of retribution against workers was for supervisors to mark them absent without cause. Some workers were also called names and repeatedly threatened with termination.

In addition to the general verbal abuse, female agricultural workers faced routine sexual harassment and physical abuse. Several women reported that they had been sexually harassed or witnessed the sexual harassment of others while working in the field. Male supervisors would approach female planters and bud grafters while they were working in the field and demand sex from them. Those who agreed were rewarded with better work assignments and better treatment. Women who refused were forced to take on additional field labor and work longer hours than their colleagues, without overtime pay. One woman reported being forced to do

Sexual Harassment of a Female Worker

When Jane Doe 10’s supervisor demanded sex and she refused, her supervisor told her that he would mark her absent for the days she worked, even if she came to work and completed all of her assignments. When she protested, he gave her additional, more strenuous tasks to do after she finished her standard workload. Jane Doe 10 was exhausted by the additional field labor, but steadfastly refused his sexual demands. Her workload continued to increase. At the end of the month, she saw that her supervisor had marked her absent and docked her pay, even though she had worked full shifts and completed the additional tasks.

Source: Interview with Jane Doe 10 (name changed to protect her identity and privacy) by Accountability Counsel (Apr. 4, 2013).

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264 Interview with Daniel Corpoe, supra note 195; Interviews with Deborah Bennie, Sayee Caine, Jerry Gbotoe, Ellen Kangar and Mama Kaykay, supra note 199.
265 Interviews with Deborah Bennie, Sayee Caine and Beatrice Zarzar, supra note 199; Interview with Teetee Reeves by Accountability Counsel (Apr. 4, 2013); Mar. 2, 2013 interviews, supra note 31.
266 Id. 267 Id. 268 Id. 269 Id. 270 Interviews with Jane Does 7, 8, 9, 10 and 11, supra note 267.
twice as much work each day with no additional pay after she refused to have sex with her supervisor.271 Other women who refused to have sex with their supervisors were marked absent without cause, docked pay, threatened with termination and, in some cases, fired.272

BR did not address this pattern of harassment and sexual abuse, which began as early as 2008,273 despite its “strict policy prohibiting all forms of harassment and maltreatment, including sexual harassment.”274

D. Unfair and Dishonest Hiring and Compensation Practices

BR systematically exploited Liberians desperate for work by paying low or no wages. Several of the Complainants suffered from BR’s unfair compensation practices, which began with them working as unpaid “volunteers,” even though they were performing critical jobs for BR.275 These volunteers worked full-time without pay in the hope that BR would eventually employ them, but some volunteers were never employed. For example, Sam Yeadieh worked as a volunteer for BR from 2007-2008 before becoming a paid employee.276 During that time, he was not given any compensation for his work planting and maintaining BR’s vegetable gardens.277 Edna Williams worked as a volunteer for BR in 2008 and 2009, but was never employed.278 According to Edna and Sam, there were 88 such volunteers working for BR around that time.279 Another man reported that there were between 100 and 200 volunteers when he volunteered for 3 months in 2008.280

Moreover, as mentioned above, even when hired into paid positions, some workers were employed under time-bound contracts, as short as three months.281 Such workers therefore had to constantly confront periods of job insecurity, especially when BR failed to renew contracts in a timely manner. This happened at least once, in 2009, when BR failed to renew multiple contracts that expired at the end of 2008,282 leaving employees in a state of uncertainty about

271 Interview with Jane Doe 11, supra note 267.
272 Interviews with Jane Does 7, 8, 9, 10 and 12, supra note 267.
273 Interviews with Jane Does 7, 8, 9, 10, 11 and 12, supra note 267.
274 Exhibit 7, Employee Handbook at § 3.15(c); Exhibit 9, Revised Employee Handbook at § 3.15(c).
275 Interview with Sam Yeadiah, supra note 202; Interviews with Ophelia Diakpo and Daniel Corpoe, supra note 195; Mar. 2013 worker interviews, supra note 197.
276 Interview with Sam Yeadieh, supra note 195.
277 Id.
278 Interview with Edna Y. Williams, supra note 195.
279 Id.
280 Interview with Daniel Corpoe, supra note 195.
281 Individual and group interviews with workers from the Workshop, Port and Agriculture Departments, supra note 196.
282 See Letter from Joel Strickland, President of Buchanan Renewables, to employees (Apr. 30, 2009), attached as Exhibit 10.
their employment status for several months into the next year. As of April 30, 2009, BR still had not resolved the problem, meaning that some employees had been working for at least four months without a contract.

Moreover, the contract renewal process was far from transparent or equitable. Although BR was aware that many of its workers were illiterate, workers were lined up and forced to quickly sign their contracts in front of HR staff and department supervisors. Workers who asked for more time to adequately review their employment contracts were admonished for delaying the process and told that they would forfeit their employment if they did not sign immediately. Additionally, the BR representatives supervising the process would often cover the terms of the contracts with their hands and demand that workers sign without viewing the terms to which they were agreeing. Numerous workers confirmed that this practice persisted throughout BR’s tenure in Liberia.

Workers were also lied to and misled by BR regarding benefits and compensation. For instance, BR promised many workers that they would receive benefits for their families – such as assistance in sending their children to school – as a result of employment with BR. Even workers who filled out the paperwork BR told them was necessary to receive such benefits, however, never received assistance.

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283 See id.
284 Interview with Beatrice Zarzar, supra note 199; Interviews with Comfort Cercee and Love Ocee, supra note 207; Interview with Andrew Dolo, supra note 217; Interview with Helen Suah, supra note 238; Group interviews with workers from the Workshop and Port Departments, supra note 196; Group interviews with workers from the Transport Department by Accountability Counsel (April 5, 2013).
285 Id.
286 Id.
287 Id.
288 Interviews with former BR workers, supra note 201.
289 Id.
BR’s compensation practices were even worse. Some workers were kept on “probation salaries,” which were much lower than the salary they expected after their three-month probationary period. For example, BR kept at least three workers from the Workshop Department on probation salaries for 2-5 years, despite their satisfactory performance. Many workers also did not receive their agreed compensation because BR failed to provide them with overtime pay. BR supervisors did not keep accurate accounts of overtime and would send workers away when they tried to report overtime.

Additionally, several workers believe that BR had a practice of keeping two payrolls: an official payroll that it shared with overseas partners and an unofficial payroll, which represented the much lower amounts – at least three times less – that it actually paid workers. For instance, workers in the Production and Transport Departments learned from some expatriates that their official salaries were US$900 per month, due to the risky nature of their jobs, whereas in reality, they were earning only US$300. Some workers also heard BR Management reporting inflated salaries to foreigners who had come to view the project. For instance, one worker heard his manager tell foreigners that workers in his division were making US$400-$700 a month, whereas in reality, they were earning only US$119 a month. Similarly, another worker reported that BR would tell foreigners that workers in his division, who earned only US $300 a month, were making at least US$700-$800 a month. BR would also keep foreigners away from the workers so that they could not speak with them directly.

Finally, workers being trained in bud grafting endured the abysmal working and living conditions at Dirty Way Camp because BR promised them better jobs and raises for completing their training there. But after they completed the training and returned to Buchanan, graduates

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290 Group interviews with workers from the Workshop and Agriculture Departments, supra note 196. See also Exhibit 7, Employee Handbook at § 2.1(b); Exhibit 9, Revised Employee Handbook at § 2.1(b).
291 Group interview with workers from the Workshop Department, supra note 196.
292 Group interviews with former workers, supra note 201.
293 Mar. 2013 worker interviews, supra note 197.
294 Id.
295 Interview with Daniel Corpoe, supra note 195.
296 Interview with William Topayoun, supra note 240.
297 Id.
298 Interviews with Ophelia Diakpo and Daniel Corpoe, supra note 195; Interviews with Naomi Baryogar, Deborah Bennie, Sayee Caine, Mary Foster, Mamie Garmodeh, Jerry Gbotoe, Elizabeth Goueh, Ellen Kangar, Mama Kaykay, Hannah Jacobs, Jamesetta Maneah, Doris Matthies, Fecelal Reeves, Mary William and Beatrice Zarzar, supra note 199; Interview with Teetee Reeves, supra note 265; Interviews with Mary Voedeh, Mamie Passawa and Annie Doe by Accountability Counsel (Apr. 4, 2013); Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31.
of the bud grafting training program did not receive the promotions and salary increases that BR had promised, despite the workers’ repeated follow-up requests to BR Management.\(^{299}\)

### E. Impacts on Vulnerable Populations

BR’s impacts on its workers disproportionately impacted vulnerable groups including women, low-income workers and indigenous people. As noted above, many of BR’s female workers experienced routine sexual harassment and abuse. In addition to creating a hostile working environment for its female employees, BR failed to accommodate the needs of pregnant workers. BR supervisors forced women to do strenuous field assignments throughout their pregnancies – often working 12-hour days doing hard manual labor – and refused to provide them with shade and safe drinking water.\(^ {300}\)

The strain of digging holes, hauling stumps and planting rubber trees in scorching heat caused several women to suffer severe pregnancy complications.\(^ {301}\) For example, Hannah Jacobs became seriously ill during her ninth month of pregnancy from planting in the hot sun without access to shade or clean water.\(^ {302}\) She still suffers from a back injury she sustained while doing strenuous field assignments during her last trimester.\(^ {303}\) Retta Johnson reported that she started bleeding during her ninth month of pregnancy after she was forced to work on an overgrown rubber tree plantation.\(^ {304}\) When she asked for leave to get treatment, her request was denied, and she was forced to return to work.\(^ {305}\)

Pregnant women’s requests for less strenuous assignments were also denied.\(^ {306}\) For example, when Charlesetta Williams complained to her supervisors that working conditions and her 12-hour workday were too harsh while she was nine months pregnant, she was told that she

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299 Interviews with Ophelia Diakpo and Daniel Corpoe, supra note 195; Interviews with Naomi Baryogar, Deborah Bennie, Sayee Caine, Mary Foster, Mamie Garmodeh, Jerry Gbotoe, Elizabeth Goueh, Ellen Kangar, Mama Kaykay, Hannah Jacobs, Jamesetta Maneah, Doris Matthies, Felciel Reeves, Mary William and Beatrice Zarzar, supra note 199; Interview with Teete Reeves, supra note 265; Interviews with Mary Voedeh and Annie Doe, supra note 298; Interview with Joanna Belleh by Accountability Counsel (Apr. 4, 2013); Interview with Photo Karngar, Mar. 2, 2013 interviews, supra note 31; see also Aggrieved BR Female Workers, supra note 214 (Reporting that several women received training in 2009 for various skills, for which BR promised increases in their US$130 per month salaries, along with medical and education benefits and food and housing allowances, but such promises were not kept.).

300 Interview with Charlesetta Williams, supra note 113; Interviews with Sayee Caine, Mama Kaykay, Hannah Jacobs and Beatrice Zarzar, supra note 199; Interview with Ophelia Gardner, supra note 202; Interview with Theresa Smith, supra note 238; Interview with Retta Johnson by Accountability Counsel (April 4, 2013).

301 Interview with Beatrice Zarzar, supra note 199; Interviews with Helen Suah and Theresa Smith, supra note 238.

302 Interview with Hannah Jacobs, supra note 199.

303 Id.

304 Interview with Retta Johnson, supra note 300.

305 Id.

306 Interview with Charlesetta Williams, supra note 113; Interview with Joanna Belleh, supra note 299.
had to continue working or face termination. Similarly, when Johanna Belleh requested less strenuous work assignments during her pregnancy, her supervisors told her that she “didn’t have the right to get pregnant while [she] was working.”

Some women were also forced to return to work very shortly after giving birth or face termination. For example, in violations of its own policy, BR denied Hellen Morris’s request for maternity leave, and she was forced to return to BR nine days after giving birth. When she protested, her supervisor threatened to fire her if she did not return to work immediately.

For many of these women, as well as BR’s other workers, their desperation for a job led them to stay with BR despite abusive practices. Many of the Complainants were vulnerable to exploitation by BR because of their status as low-income, poorly educated Liberians and because BR was one of the few companies operating in Buchanan at the time. Some of these workers traveled from other parts of Liberia to try to get a job with BR and were willing to volunteer with the hope of eventually getting even a meager salary. Although they faced harassment and potentially grievous injuries while working for BR, they stayed because they had no other way to make a living. BR took advantage of this situation, which enabled it to secure cheap labor and to cut corners on issues such as the safety of its workers. BR’s abrupt departure then disproportionately impacted these workers, some of whom were essentially stranded in Buchanan, away from their families, without a job or enough money to return home.

Finally, many of the workers employed by BR are indigenous, with the majority of indigenous workers belonging to the Bassa tribe and speaking Bassa. As described above, the Bassa are the traditional indigenous group in the project area. There is no indication that BR considered its responsibilities vis-à-vis employing indigenous workers.

F. Failure to Comply with the Collective Bargaining Agreement

As noted above, BR signed a Collective Bargaining Agreement (“CBA”) on October 1, 2012. BR failed, however, to comply with several important aspects of the CBA in the intervening months before terminating the majority of workers. In particular, BR failed to

307 Interview with Charelsetta Williams, supra note 113.
308 Interview with Joanna Belleh, supra note 299.
309 Exhibit 7, Employee Handbook at § 2.9(e); Exhibit 9, Revised Employee Handbook at § 2.9(e).
310 Interview with Hellen Morris by Accountability Counsel (April 4, 2013).
311 Id.
312 Interview with Sam Yeadiah, supra note 202; Interview with Marvin M. Soromon by Accountability Counsel (Apr. 5, 2013).
313 Interview with Sam Yeadieh, supra note 202.
314 See Exhibit 8, CBA at Art. 15.2.
315 See id. at Art. 26.
provide employees with agreed overtime pay, adequate housing or a housing allowance, or transportation to and from work or a transportation allowance.

V. Policy Violations

OPIC revised its accountability framework in 2010, thus OPIC’s old social and environmental policies applied to the loan to BR Power and first loan to BR Fuel, whereas OPIC’s updated policies applied to the second loan to BR Fuel. Regardless of these distinctions, OPIC’s support for each of these projects violated OPIC’s mandate to fund projects with net positive development impacts, its obligation to conduct appropriate due diligence of social and environmental impacts; and its requirement to fully investigate the financial feasibility of projects. These violations have caused, and continue to cause, significant harm to the Complainants.

Additionally, BR’s activities in Liberia violated almost all of the International Finance Corporation’s (“IFC”) policies identified by OPIC as applicable, namely: IFC Performance Standard (“PS”) 1 (Social and Environmental Assessment and Management Systems); IFC PS 2 (Labor and Working Conditions); IFC PS 3 (Pollution Prevention and Abatement); IFC PS 4 (Community Health, Safety and Security); IFC PS 6 (Biodiversity Conservation and Sustainable Natural Resource Management); IFC PS 8 (Cultural Heritage); IFC General Environmental, Health and Safety (“EHS”) Guidelines; and IFC EHS Guidelines for Forest Harvesting Operations. Moreover, BR’s activities should have been assessed under IFC PS 7 (Indigenous Peoples) and considered in light of the principles articulated in IFC PS 5 (Land Acquisition and Involuntary Resettlement).

316 See id. at Art. 16.


On October 15, 2010, OPIC released its new Environmental and Social Policy Statement (“ESPS”), http://www.opic.gov/sites/default/files/consolidated_esps.pdf (hereinafter, “OPIC ESPS”), which adopted the IFC Performance Standards (“PS”) (2006), available at: http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC+External+Corporate+Site/IFC+Sustainability+Sustainability+Framework+Sustainability+Framework+-++2006/, as well as articulating OPIC’s other social and environmental policies. These new standards were applicable to the second loan to BR Fuel. The IFC’s PSs have since been updated, but this Complaint refers throughout to the 2006 version of the PSs, as these were the standards applicable at the time.
Finally, BR failed to follow the OPIC rule that all OPIC-supported projects must comply with host country environmental regulations. Particularly relevant to this Complaint is Liberian environmental law and labor law.

A. BR’s Operations in Liberia Undermined Development, Leaving Affected Groups Impoverished and Worse Off

OPIC approved financing for a combined total of nearly 70% of three separate BR projects in Liberia, none of which met OPIC’s requirements of providing significant positive development impacts. OPIC’s rules allow it to support only those projects that will deliver “significant benefits to the social and economic development of the host country.” As a development assistance agency of the U.S. Government, OPIC’s activities must adhere to the principal goals of U.S. development cooperation policy, as set forth in Section 101 of the Foreign Assistance Act, which include: “alleviation of the worst physical manifestation of poverty;” “promotion of conditions enabling developing countries to achieve self sustaining economic growth with equitable distribution of benefits;” and “[t]he encouragement of development processes in which individual civil and economic rights are respected and enhanced.”

OPIC “will not support projects that could . . . adversely affect . . . the host country’s development or environment.” To fulfill these requirements, “[t]he contribution of a proposed investment to the economic and social development of the host country will be carefully examined.”

Nonetheless, in this case, OPIC supported projects that foreseeably failed to achieve promised development outcomes and left hundreds of Liberians worse off. Smallholder farmers have been stripped of regular income that they used to support their large, extended families. Moreover, BR has now left these farmers with overgrown farms and rubber seedlings that will likely die because farmers cannot afford the necessary maintenance to keep the young trees alive until they become productive. Similarly, charcoal producers from Freeman Reserve lost an

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319 OPIC Handbook, supra note 317, at 5.
320 See OPIC ESPS, supra note 317, at § 1.2.
322 Id. at 6 (emphasis added).
important source of raw materials for producing charcoal, driving up their cost of production and making it nearly impossible for them to make enough money to support their families. Finally, workers injured on the job have been left with hefty medical expenses that BR refused to pay for, while facing obstacles in applying for workers’ compensation due to BR’s failure to properly report workplace accidents.

OPIC should have more carefully examined BR’s claims from the beginning. Had it done so, OPIC would have found that the project would not have a strong development impact, given that many of the problems described above began even before OPIC approved the first loan to BR Fuel. Moreover, OPIC had ample opportunity to discover the serious, inherent flaws in BR’s model prior to its second loan to BR Fuel. For example, in July 2010, Green Advocates International conducted a Participatory Rural Appraisal workshop with several smallholder farmers, at which such problems were discussed. A summary of the findings from this workshop – including the fact that without corrective action, BR’s activities would exacerbate, not alleviate, poverty for smallholder farmers – was later presented to a visiting delegation from BR and Vattenfall.323 Thus, had OPIC required true consultation with affected groups or questioned BR or Vattenfall about whether any complaints had been received from farmers about the project, it would have discovered that BR’s project was not providing its promised positive development impacts in Liberia.

B. Had Appropriate Due Diligence Been Conducted, Fundamental Design Flaws in BR’s Project Would Have Been Revealed

BR’s project has suffered from a lack of transparency and due diligence from the start: the company never conducted any serious analysis of the potential negative effects of its activities on the income and subsistence of local communities. Even the U.S. Embassy in Monrovia questioned the lack of available information about BR’s impacts and benefits in Liberia, stating, in a leaked 2009 diplomatic cable, “the company has yet to share an environmental impact assessment, projections of income-generation for small holders, or an engineering feasibility study, stating only that they submitted documents to OPIC’s satisfaction.”324 Yet, OPIC failed to conduct appropriate due diligence, which should have revealed the flaws in BR’s claims that its interventions in Liberia would have only positive impacts.325

Perhaps the starkest example relates to BR’s claim – fundamental to its promises of a significant, positive development impact – that it was removing unproductive rubber trees from

323 See Burning Rubber, supra note 20, at 11.
325 Both OPIC’s old and new social and environmental policies require OPIC to conduct due diligence into the social and environmental impacts of projects it is considering. See OPIC Handbook, supra note 317, at 6-7; OPIC Environmental Handbook, supra note 317, at 2, 5, 7, 9-11; OPIC ESPS, supra note 317, at §§ 2-3.
smallholders’ farms and thereby helping them rehabilitate unproductive farms.\textsuperscript{326} OPIC’s description of BR’s activities in Liberia emphasized this point, stating that rubber trees “at the end of their latex producing lives” had not been cleared to make way for new seedlings, thus “exacerbate[ing] the country’s widespread poverty and eliminate[ing] a key source of revenue for many small farmers.”\textsuperscript{327} However, had OPIC more closely looked into the matter by talking to the smallholder farmers directly — or requiring BR to do so — it would have learned that many of these old rubber trees were producing vital, regular income for large, extended families such as the Barchues, who estimate that they were making up to US$3,000 a month from their “unproductive” rubber trees. Any project proposing that a family give up US$3,000 a month for a one time payment of just under US$4,000 – and a seven year wait before new rubber seedlings produced any income – would run a high risk of driving that family deeper into poverty.\textsuperscript{328} Yet, BR’s ESIA maintained that there were \textit{no negative economic impacts anticipated} as a result of the project,\textsuperscript{329} arriving at that conclusion without any analysis of farmers’ income from these end-of-life trees or whether the contract price per ton of woodchips was sufficient to support farmers’ livelihoods. There is no indication that OPIC questioned BR’s unsupported conclusion.

Furthermore, BR’s Harvesting Management Plan and ESIA failed to adequately address the risk that either the cash crops or the seedlings planted by BR Fuel would not survive or flourish as envisioned,\textsuperscript{330} including: the risk that the crops or seedlings would get destroyed by pests, wildlife or weather conditions; the risk that they would be stolen;\textsuperscript{331} or the risk that they would not grow properly because of inadequate maintenance, fertilizer or other inputs. Given that the success of BR Fuel’s “rejuvenation” plan for the farms hinged on the survival of the seedlings – as well as the survival of the cash crops, which were to provide farmers with an income during the intervening years when the trees were not producing rubber – the absence of

\textsuperscript{326} BR’s recent communications with Accountability Counsel emphasize that the company uprooted only trees that farmers themselves had determined were no longer producing latex at economically viable rates. Letter from Don Durand, Buchanan Renewables Fuel Group Liberia, B.V. to Natalie Bridgeman Fields, Accountability Counsel (Mar. 31, 2013) (on file with Accountability Counsel). However, the project’s due diligence should have focused on whether the production rates were economically viable for the smallholder farmers – as well as whether and how farmers could survive without this income for seven years. Yet, none of the due diligence documents discuss the important fact that many of the trees were continuing to provide an income, however minimal, for smallholder farmers, nor do they adequately address the difficulty that these farmers might face in the years when the new trees were not yet producing rubber.


\textsuperscript{328} In 2011, BR explained to SOMO that their model was providing farmers with significant additional financial benefits because it eliminated the cost to farmers of clearing old trees and replanting seedlings. Email from Alexandra Baillie to Tim Steinweg, \textit{supra} note 44. The explanation failed to take into account how farmers were going to sustain themselves during the long wait for the new rubber trees to mature.

\textsuperscript{329} ESIA, \textit{supra} note 24, at 133. In the same vein, the ESIA stated that BR was “expected to have only a positive impact on Human Rights issues in the areas in which it operate[d].” \textit{Id}. at 131.

\textsuperscript{330} The Harvesting Management Plan contains one reference to replacing dead seedlings when required, \textit{see} Harvesting Management Plan, \textit{supra} note 14, at 72, but does not otherwise address the risk that crops and seedlings might not survive. The ESIA contains two references to replacing dead erosion control vegetation, \textit{see} ESIA, \textit{supra} note 24, at 212, 219, but does not address replacement of dead seedlings, nor otherwise discuss the risk of seedlings not surviving.

\textsuperscript{331} \textit{See} Firewood for Berlin, \textit{supra} note 89.
any analysis of their projected failure rate, or any detailed mitigation plans to address the above mentioned risks, is startling and inexcusable.

Additionally, BR’s ESIA claimed, on the one hand, that using rubber trees for biomass would not create a food security problem, but then obliquely acknowledged the possibility of exactly that problem by suggesting that intercropping of agricultural products with the young rubber trees could “help improve food security status of the farmer until economic benefits of rubber production are attained.” It is difficult to imagine how BR envisioned that the farmers would realize this benefit, however, considering the company’s practice of prohibiting farmers from harvesting the cash crops it had planted alongside the young rubber trees. Moreover, BR publicly acknowledged as early as October 2010 that the company was no longer planting these cash crops because there had been problems with them being stolen. It is therefore difficult to understand why the ESIA, also dated October 2010, emphasized the economic and food security benefits of these crops without acknowledging the potential that this aspect of the project would fail.

OPIC similarly failed to conduct appropriate due diligence regarding impacts on charcoal producers, particularly those operating on and near the Firestone plantation. Although the ESIA acknowledged that Liberians relied on charcoal as a fuel source, and specified that BR would leave behind a portion of the roots and branches of uprooted trees for local charcoal producers,

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332 ESIA, supra note 24, at 80.
333 Id. at 130; see also id. at 138 (“Apart from the initial payment to the farmers for harvested wood, intercropping as well as rehabilitation of the rubber trees will provide financial and food security to the farmers in the short and longer term.” (emphasis added)).
334 See Firewood for Berlin, supra note 89. As noted above, BR later explained to SOMO that the cash crops were meant primarily to help stabilize the soil, which made the company switch to planting grasses that would not be stolen. Email from Alexandra Baillie to Tim Steinweg, supra note 44. This explanation, however, does not address the fact that BR’s documents indicated that the cash crops were also meant to provide an economic benefit to farmers during the time period in which the rubber seedlings were immature and unproductive. See ESIA, supra note 24, at 130, 138.
335 ESIA, supra note 24, at 71.
336 Id. at 91, 93, 191. The ESIA noted that the amount of wood left behind for charcoalers was expected to decrease over time, but failed to address how that would impact charcoalers’ livelihoods. Id. at 93.
the document claimed that old rubber trees were traditionally nothing more than agricultural waste and were used on only a “small scale” to produce charcoal.\footnote{id}{Id. at 99.} Moreover, while the ESIA recommended that BR Fuel “gather more information on the potential long-term impact of its operation on charcoal production,” it dismissed without analysis any risk that BR’s current operations were negatively impacting charcoal producers. The ESIA relied on statements made in various consultations, none of which included local charcoal producers or NACUL representatives, in arriving at this inaccurate conclusion.\footnote{id}{Id. at 131; see also id. at 221 (“Although some stakeholders revealed that operations are not expected to impact charcoal prices or availability in the near future, it is strongly recommended that BR Fuel works with the Forest Development Authority to gather more information and undertake research regarding potential long-term impacts of project activities especially with regards to impacts of expansion and increased scope of the project.”). \textit{See id.} at 240 and Appendix D for an explanation of who participated in these consultations.} The ESIA similarly dismissed without analysis the risk that BR’s operations would lead to increased deforestation if competition with charcoalers pushed these producers into natural forests.\footnote{id}{Id. at 138.} Yet, had BR properly consulted either NACUL or the charcoal producers operating on or near the Firestone plantation, both the livelihood risk to charcoalers and the risk of deforestation would have become apparent.\footnote{id}{When Green Advocates International consulted with charcoalers from Freeman Reserve in October 2010, the same month the ESIA was finalized, charcoalers were already concerned about many of the issues described in this Complaint.} BR’s project documents also failed to analyze the project’s impacts on indigenous peoples or its potential gender impacts. OPIC’s description of the second BR fuel loan noted that “[b]ased on the findings during due diligence, it appears unlikely that there are communities that can be considered indigenous under PS 7 (Indigenous People) living in areas in which the project will operate.”\footnote{id}{
BR Fuel II Project Summary, \textit{supra} note 3.} Such an oversight is difficult to understand given the circumstances of BR’s operations in Liberia. As discussed above, some of the main beneficiaries of BR’s farm “rejuvenation” project were smallholder farmers in Grand Bassa County, the majority belonging to the Bassa tribe and speaking Bassa as their primary or first language.\footnote{id}{The Liberian government has recognized the Bassa as one of the major tribes in Grand Bassa County, and a 2006 survey showed that 94% of the County’s population was Bassa-speaking. Development Agenda, \textit{supra} note 98, at ix, 6.} Similarly, many of BR’s workers were Bassa or from other indigenous tribes, and many of the charcoalers working on or near the Firestone plantation belong to indigenous groups. With such a high percentage of project-affected people belonging to widely-recognized indigenous groups, BR’s failure to identify them as such in its project documents is remarkable. Moreover, given the Liberian government’s recognition of the high percentage of Bassa-speaking people in Grand Bassa County, OPIC could have discovered the indigenous status of these project-affected people for itself and, as explained in more detail below, should have held BR to all of the standards applicable under the IFC’s Performance Standard 7 on Indigenous People.
Fueling Human Rights Disasters

As for the project’s gender impacts, it is particularly difficult to understand why, in a recently post-conflict country like Liberia, where women suffered extreme gender violence during a long civil war, BR and OPIC would not have considered the risk of project-related gender impacts. This is especially true given that, aside from the gendered aspects of Liberia’s civil war, women and girls are a vulnerable group in Liberia, with “discrimination start[ing] from childhood.”\(^{344}\) Moreover, according to the Liberian government, Grand Bassa County, the seat of BR’s operations, has seen a “feminization of poverty,” caused by the limited access of women and girls to education, health and judicial services and their exclusion from decision-making at “all levels of . . . society.”\(^{345}\) The County also has a high rate of gender-based sexual violence and domestic abuse.\(^{346}\) Yet, despite the Liberian government’s goal of incorporating “[g]ender equity considerations . . . in the development and implementation of the economic growth strategy” for the County,\(^{347}\) there is no indication that BR conducted any gender-impact risk analysis,\(^{348}\) nor put in place measures adequate to prevent the pattern of sexual harassment and coercion perpetrated on female charcoalers and workers.

Finally, although OPIC used BR’s “sustainable biomass project” as a public example of the agency’s renewable energy portfolio,\(^{349}\) it failed to conduct adequate due diligence regarding the project’s claims to carbon neutrality.\(^{350}\) The ESIA makes the unsupported claim that the

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\(^{344}\) Olukoju, supra note 127, at 101.

\(^{345}\) Development Agenda, supra note 98, at 30.

\(^{346}\) Id.

\(^{347}\) Id. at 31.

\(^{348}\) Although the ESIA briefly acknowledged some problems with gender disparity in Liberia – namely regarding education and HIV-status, as well as the disproportionate impact that certain country conditions, such as Liberia’s poor infrastructure or the prevalence of biomass fuels, have on women and children – it failed to include any analysis regarding the relationship between these instances of gender disparity and BR’s project. See ESIA, supra note 24, at 76–78, 144. The ESIA’s only allusions to BR’s impacts on, or relationship with, women were: (1) the statement that BR would include both genders “during land preparation and replanting to ensure that females are not excluded from the benefits of the project,” id. at 129; (2) statements regarding the fact that BR was employing both men and women, id. at 243, 314; and (3) the recommendation that BR seek out local, female Community Relations Assistants to “assist in development and implementation of capacity building programs for the village women.” Id. at 245.

\(^{349}\) See OPIC Agency Overview, supra note 21.

\(^{350}\) See ESIA, supra note 24, at 73, 81, 100, 116, 145; Harvesting Management Plan, supra note 14, at 13. Moreover, Vattenfall’s due diligence on this issue, see Nordström, et. al., Vattenfall, Climate Considerations of the Monroe Project, Liberia (Aug. 12, 2009; revised May 18, 2010), was strongly criticized by James Johnston, Faculty Research Assistant at Oregon State University Institute for Natural Resources in direct correspondence with both Vattenfall and BR. Correspondence between James Johnston and Don Durand, Annika Andersson, Mikael Nordlander and Jan Sandberg (Sept.-Oct. 2010) (on file with Accountability Counsel) (hereinafter, “James Johnston communications”). Johnston particularly criticized Vattenfall’s report for its failure to take into account carbon emissions related to short rotation harvesting of the rubber trees, and questioned the accuracy of calculations for carbon emissions related to transporting woodchips from Liberia to Europe.
project has “no net contribution to climate change” because the cut rubber trees are replanted, yet it does not include any analysis of the carbon emissions associated with harvesting the trees, the carbon storage capacity of older rubber stands or the lag between logging and regrowth. Nor does the ESIA address the scientific literature questioning the assumption that short rotation harvesting of forests for biofuels (e.g. BR’s project) is climate neutral. Moreover, OPIC lacks support for its statements that BR’s scheme of exporting woodchips for use in Europe would have positive climate impacts. To support such a claim, OPIC would have needed to conduct a climate analysis that took into account not only the potentially negative climate impacts of short rotation harvesting of forests for biofuels, but also compared the carbon emissions associated with transporting tons of woodchips thousands of miles before burning them with the carbon emissions from utilization of rubber wood by local consumers in the form of charcoal.

Despite these significant gaps in due diligence, OPIC approved three separate loans to BR, totaling more than $200 million. Moreover, OPIC failed to conduct sufficient due diligence to uncover problems – such as BR’s broken promises to farmers regarding the price of old rubber trees and some of the instances of sexual coercion – that occurred prior to OPIC’s approval of the

351 ESIA, supra note 24, at 116. See also id. at 104-05.
352 See, e.g., Stephen R. Mitchell, et. al., Harvesting forests for biofuels likely to yield a near-term increase in atmospheric CO₂, presented during the proceedings of the 95th ESA Annual Meeting (Aug. 4, 2010) (“Regardless of initial landscape condition and harvesting intensity (50-100%), forests that were harvested for biofuels every 25 to 50 years required over 100 years to achieve a net offset of atmospheric CO₂. Harvesting forests for biofuels production lowers carbon storage without providing an equitable offset of fossil fuel CO₂, since the amount of energy released per unit of carbon in biofuels is considerably lower than that in fossil fuels. Consequently, repeated harvests over a long time period are required to achieve a net offset of atmospheric CO₂, indicating that a substitution of forest biomass for fossil fuels is unlikely to provide any significant near-term amelioration of rising atmospheric CO₂ concentrations and associated threats from continued climatic change.”), available at: http://eco.confex.com/eco/2010/techprogram/P22679.HTM; Eric Johnson, Goodbye to carbon neutral: Getting biomass footprints right, Environmental Impact Assessment Review (“Most guidance for carbon footprinting, and most published carbon footprints or LCAs, presume that biomass heating fuels are carbon neutral. However, it is recognised increasingly that this is incorrect: biomass fuels are not always carbon neutral. Indeed, they can in some cases be far more carbon positive than fossil fuels.”), available at: http://www.mafirsts.org/Carbon.pdf.
353 See OPIC in Action, supra note 327.
354 Both BR and Vattenfall were aware of these issues at least as early as September 2010. See James Johnston communications, supra note 350.
first BR Fuel loan, which it screened as Category B. Additionally, although OPIC properly screened its second loan to BR Fuel as Category A, its due diligence still failed to uncover BR’s pattern of abuses.

C. OPIC Failed to Properly Assess the Financial Feasibility of BR’s Projects

In addition to failing to conduct adequate due diligence, OPIC did not comply with its mandate to support only financially sound projects. Had OPIC properly evaluated the financial feasibility of BR’s model, particularly its claims of rejuvenating smallholder farms and planting at least one tree for each tree removed, it would have learned that such a scheme was not economically viable. In fact, in July 2011, BR’s representative, Alexandra Baillie, told SOMO that BR had not initially included replanting in its contracts with farmers, but then agreed to include both replanting and maintenance “once BR realized that most farmers did not have the capacity to replant and care for their land.” Because it was not anticipated properly in project design, “[t]he increased cost of replanting, however, was not financially viable for BR.” In fact, according to Baillie, BR had to create an NGO in order to conduct this portion of its operations, because “as a company, [BR was] unable to address all of the[] challenges [involved with rejuvenating smallholder farms] while remaining sustainable.” Given BR’s ready admission that it was not financially viable for the company to replant and rejuvenate smallholder farms, OPIC’s approval of not one, but two loans for BR Fuel’s farm rejuvenation scheme violated its mandate to support only financially sound projects.

. . . BR had not initially included replanting in its contracts with farmers, but then agreed to include both replanting and maintenance “once BR realized that most farmers did not have the capacity to replant and care for their land.” Because it was not anticipated properly in project design, “[t]he increased cost of replanting, however, was not financially viable for BR.”

355 This categorization is a policy violation in and of itself, considering the project’s serious and lasting impacts on the livelihoods of indigenous farmers and charcoalers, not to mention injured workers. Moreover, even if OPIC could not have discovered, at the time, the “major impacts [and] serious socioeconomic concerns” underlying BR’s project, it should have recognized that the project – which centered on felling and chipping trees – was a forestry project, which OPIC’s own rules categorize as a Category A industry. See OPIC Environmental Handbook, supra note 317, at 42. Confusingly, OPIC’s own project summary acknowledged that the project was a “forest harvesting” project, in the same sentence in which it justifiably classifying it as a Category B project. See BR Fuel I Project Summary, supra note 3. Moreover, OPIC mandated that the project comply with the IFC’s EHS Guidelines for Forest Harvesting Operations. Id.


357 Email from Alexandra Baillie to Tim Steinweg, supra note 44.

358 Id. This inherently contradicts OPIC’s project summaries for its loans to BR Fuel, both of which specify that the project will include “planting new seedlings.” See BR Fuel I Project Summary; BR Fuel II Project Summary, supra note 3.

359 Email from Alexandra Baillie to Tim Steinweg supra note 44.
Moreover, considering BR’s long time horizon for turning a profit—and the apparent financial infeasibility of actually replanting one tree for each felled, not to mention the cost of maintaining these seedlings until they reached maturity—OPIC should have required BR to produce detailed contingency or project closure plans to ensure that BR had adequate measures in place to protect smallholder farmers and vulnerable workers should the project collapse, as it eventually, and foreseeably, did. The resulting risk for smallholder farmers in particular, who were dependent on BR’s promises to maintain their young rubber trees for the seven years necessary for them to reach maturity, was a fundamental flaw in BR’s business model, and one that OPIC should have identified from the beginning. OPIC’s failure to identify and mitigate these risks contributed to the situation in which farmers and workers now find themselves after BR’s abrupt close of activities in Liberia.

D. Violations of the IFC Performance Standards and Environmental, Health and Safety Guidelines

As mentioned above, BR’s activities in Liberia also violated nearly all of the International Finance Corporation’s (“IFC”) policies identified by OPIC as applicable. Moreover, the project should have been assessed under IFC PS 7 on Indigenous Peoples and considered in light of the principles articulated in IFC PS 5 on Land Acquisition and Involuntary Resettlement.

For each of BR’s violations described below, OPIC failed to verify BR’s compliance with the Performance Standards. Given the Performance Standards violations described below, had OPIC exercised appropriate oversight, it would have been forced to either decline to support BR or require fundamental changes to project design and planning. Moreover, OPIC failed to adequately monitor the project and rectify BR’s lack of compliance.

360 OPIC’s support of BR Power’s plan to construct a biomass power plant is also questionable from the point of view of its financial feasibility. The tariffs suggested by BR were so high that donors warned the Government of Liberia that they “could threaten the financial solvency of the Liberian Electricity Corporation (LEC) and deter small businesses and residential consumers from connecting to the power grid.” Diplomatic Cable, supra note 325. At least one Liberian newspaper specifically questioned “how OPIC’s Board of Directors could have agreed to fund a 112 million dollar project in Liberia without a bankable feasibility [study].” Public Agenda Online, BRE to Undermine LEC’s Function (Sept. 24, 2008), available at: http://www.publicagendanews.com/index.php?option=com_content&view=article&id=98:bre-to-undermine-lecs-function&catid=1:latest-news&Itemid=2.

361 Emily Schmall and Wade Williams, Jump starting Liberia’s rubber industry, GlobalPost (Jun. 15, 2011) (Reporting the BR did not plan to even break even in its woodchip operations until 2013.), available at: http://www.globalpost.com/dispatch/news/business-tech/innovation/110609/liberia-rubber-industry.

362 See OPIC ESPS, supra note 317, at §§ 2.4, 3.2-3.4, 4.2, 5.7, 6.2, 7.2-7.4.

363 See id. at § 3.6.

364 See id. at §§ 7.2-7.5.
I. Performance Standard 1: Social and Environmental Assessment and Management Systems

Failure to Identify Affected Groups

PS 1 required BR to identify vulnerable groups and individuals in order to “propose and implement differentiated measures so that adverse impacts do not fall disproportionately on them.” In identifying vulnerable groups and individuals, BR should have “considered factors such as gender, ethnicity . . . poverty or economic disadvantage, and dependence on unique natural resources.”

BR’s failure to follow this mandate regarding vulnerable populations has caused great suffering to vulnerable farmers, charcoalers and workers. In particular, because BR failed to identify and mitigate the vulnerable economic situation of many smallholder farmers and charcoalers, they are now struggling to secure basic necessities, such as clean water and sufficient food, for themselves and their families. Additionally, BR’s failure to assess the gender impacts of its operations directly led to serious pregnancy complications for several of BR’s pregnant agriculture workers and allowed a pattern of sexual abuse by BR workers to exist unchecked throughout BR’s tenure in Liberia.

Failure to Collect Adequate Baseline Data and Conduct an Appropriate Assessment

BR’s failure to identify impacts on vulnerable populations was directly related to its failure to collect accurate, up-to-date and sufficiently-detailed baseline data, as required by PS 1. Such baseline data would have formed the basis for BR’s Social and Environmental Assessment, which should have “considered all relevant social and environmental risks and impacts of the project, including the issues identified in Performance Standards 2 through 8, and those who would be affected by such risks and impacts.”

As discussed above, BR’s project documents left large gaps in vital baseline data, such as farmers’ incomes from “non-producing” rubber trees and charcoal production rates at the Firestone plantation. Without such data, it is not surprising that BR’s documents also failed to fully assess risks to these populations.

Inadequate Engagement, Disclosure and Consultation with Affected Communities

BR also consistently failed to meet PS 1’s requirements regarding community engagement, disclosure and consultation. According to IFC PS 1, effective consultation:

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365 IFC PS 1, supra note 317, at ¶ 12. See also IFC PS 1 Guidance Note at ¶ G15.
366 IFC PS 1 at n.2.
367 Id. at ¶ 4. See also IFC PS 1 Guidance Note at ¶¶ G10, G16.
368 IFC PS 1 at ¶ 4.
(i) should be based on the prior disclosure of relevant and adequate information, including draft documents and plans;

(ii) should begin early in the Social and Environmental Assessment process;

(ii) will focus on the social and environmental risks and adverse impacts, and the proposed measures and actions to address these; and

(iv) will be carried out on an ongoing basis as risks and impacts arise.369

At a minimum, BR’s consultations with affected communities should have been undertaken in an “inclusive and culturally appropriate” manner that allowed smallholder farmers and charcoalers “to express their views on project risks, impacts, and mitigation measures.”370 Moreover, given the project’s significant adverse impacts on both smallholder farmers and charcoalers – impacts BR failed to even identify – BR had a responsibility to conduct a “consultation process [that] ensure[d] their free, prior and informed consultation and facilitate[d] their informed participation.”371 The “on-going process” of community engagement should have been conducted in a way that was “free of external manipulation, interference, or coercion, and intimidation, and conducted on the basis of timely, relevant, understandable and accessible information.”372 Finally, BR should have disclosed relevant project information in a manner that would have helped farmers and charcoalers “understand the risks, impacts and opportunities of the project.”373

In direct violation of these requirements, BR failed to hold consultations with smallholder farmers or charcoalers prior to beginning operations that directly impacted resources on which these groups relied to support themselves. As discussed in detail above, BR’s approach to contracting with smallholder farmers in Grand Bassa County was to promise them high prices for old trees – as well as replanting and seven years of maintenance – and then present contracts with significantly different terms, without giving farmers an opportunity to fully understand what they were signing. BR never made an attempt to first hold consultations about the project’s potential risks – as well as its opportunities – or to understand farmers’ economic situation and needs in order to incorporate that information into project design. In fact, BR’s own representatives have admitted that the company did not realize, prior to contracting with the first smallholder farmers, that most farmers did not have the capacity to replant and care for their

369 \textit{Id.} at ¶ 21 (emphasis added).
370 \textit{Id.}
371 \textit{Id.} at ¶ 22.
372 \textit{Id.} at ¶ 19.
373 \textit{Id.} at ¶ 20.
Yet, BR did not learn from this mistake, as evidenced by the strong recommendation in the ESIA “that BR Fuel hold[] consultation sessions as part of the public consultation and disclosure program prior to and during harvesting activities.” The language used in this recommendation suggests that by October 2010 when the ESIA was published, BR had not yet begun holding such consultations, despite having been working with smallholder farmers since 2008. Early consultations with the farmers would have clarified issues regarding the project’s financial feasibility – for both BR and the farmers – from the start, potentially leading to a sustainable and less harmful project.

Moreover, as discussed above, BR similarly failed to hold consultations with charcoalers, despite some acknowledgement in the ESIA that BR’s operations put it in direct competition with charcoal producers for old rubber trees. Instead of undertaking consultations with directly-impacted charcoal producers, or their union, NACUL, the ESIA relied on statements made by a farmers’ association as a basis for asserting that the wood remnants being left behind were more than enough for charcoal production. Moreover, these consultations apparently focused on whether the wood remnants left behind by BR were sufficient for production of charcoal by farmers, not by people whose livelihoods depended on charcoal production. Had charcoal producers operating on or near the Firestone plantation been consulted, they would have told BR what they told Green Advocates International in October 2010: that BR’s operations were having significant and ongoing negative impacts.

Email from Alexandra Baillie to Tim Steinweg, supra note 44. It is important to note that this statement is at odds with OPIC’s project documents, which indicate that BR’s knowledge that farmers were unable to do this work themselves was the basis for engaging with them and for arguing that BR’s activities would have a strong development impact. See BR Fuel II Press Release, supra note 19.

See ESIA, supra note 24, at 235.
See id. at 99, 131.
See id. at 131.
Id. (“The results of these consultations show that in fact remnants from harvest operations (roots/branches) left over for charcoal production are not currently being completely utilized, being more than what is needed for current charcoal production levels by farmers.” (emphasis added)).

Oct. 2010 interviews, supra note 146.
Inadequate Risk Management and Mitigation

In large part due to its failure to properly identify and consult with affected groups, BR also failed to adequately identify, mitigate, monitor, and report on serious project impacts. As a result of this failure, BR’s activities cause harm that could have been avoided or mitigated had risks been properly identified early on. Moreover, as a result of BR’s failure to monitor and report on its impacts as required by PS 1, there is little to no publicly-available information on some of the most significant negative impacts of BR’s operations in Liberia, including livelihood impacts, water contamination, worker injuries, and gender impacts.

Inadequate Grievance Mechanisms

Despite the foreseeable livelihood and other serious adverse impacts caused by BR’s activities, the company failed to establish a grievance mechanism to address the concerns of smallholder farmers in Grand Bassa County until late 2011, after farmers began working with SOMO and Green Advocates International to bring more attention to the harm they were experiencing. At that point, farmers had been experiencing harm for years without access to a grievance mechanism. The approach to resolving community concerns recommended in the ESIA – which was to have a Community Relations Officer report all grievances to appropriate managers and assist in the resolution of disputes – was not sufficiently robust considering the severe harm caused by BR’s activities and, in any case, did not function in practice as specified in the ESIA. In fact, until just prior to the creation of the Farmers Grievance Committee in late 2011, many of the farmers had not had contact with anyone from BR for as long as two years and were not aware of a process for lodging complaints.

Moreover, BR never established a similar grievance committee to address concerns of charcoal producers from Freeman Reserve, despite being alerted by SOMO and Green Advocates International to significant problems faced by these charcoal producers as a result of BR’s activities. Similarly, and as discussed in more detail below, many BR workers were not aware of a formal process for lodging complaints about working conditions or abusive treatment by supervisors.

380 See IFC PS 1, supra note 317, at ¶ 13 (“[T]he client will establish and manage a program of mitigation and performance improvement measures and actions that address the identified social and environmental risks and impacts.”); ¶ 16 (“[T]he client will prepare an Action Plan” which will “reflect the outcomes of consultation on social and environmental risks and adverse impacts and the proposed measures and actions to address these.”); ¶ 24 (“[T]he client will establish procedures to monitor and measure the effectiveness of the management program.”); ¶ 26 (“The client will disclose the Action Plan to the affected communities” and “will provide periodic reports . . . in a format accessible to the affected communities” and at a “frequency . . . proportionate to the concerns of affected communities but not less than annually.”).

381 See id. at ¶¶ 24, 26.

382 See id. at ¶ 23.

383 See ESIA, supra note 24, at 246; IFC PS 1, supra note 317, at ¶ 23.

384 Burning Rubber, supra note 20, at 32.
Fueling Human Rights Disasters

Failure to Plan for Risks Associated with Project Closure

Finally, BR’s project documents entirely failed to address any of the risks associated with the possible closure of the project, in violation of the PS 1’s mandate that “risk and impacts . . . be analyzed for the key stages of the project cycle, including . . . closure.”385 Considering the high risk nature of an unproven company implementing a development project in a recently post-conflict country whose infrastructure and political system had been devastated by years of civil war, the possibility that the project might not be successful should have been considered from the beginning. Moreover, as discussed above, BR knew that its project would, under the best circumstances, take a significant amount of time to become profitable and that it was not economically feasible for BR to provide all of the support needed to rejuvenate the smallholder farms. Under these circumstances, it was particularly important to identify and analyze any potential adverse impacts associated with a sudden closure of the project. Had such analysis taken place, a plan could have been created that would have ensured that BR’s closure of activities in Liberia did not have such dire consequences for farmers who were relying on BR to rejuvenate their now-destroyed farms.

2. Performance Standard 2: Labor and Working Conditions

Failure to Provide Reasonable Working Conditions and Terms of Employment

In violation of PS 2, BR failed to provide reasonable working conditions and terms of employment for all of its employees.386 As described in detail above, BR workers faced a pattern of abuse, ranging from unfair compensation practices to sexual harassment and coercion, throughout BR’s tenure in Liberia. Many workers also faced unreasonably dangerous working conditions, resulting in an unacceptably high rate of workplace injuries and serious consequences for vulnerable workers such as pregnant women.

385 IFC PS 1, supra note 317, at ¶ 6.
386 IFC PS 2 at ¶ 8. Such conditions “include the physical environment, health and safety precautions and access to sanitary facilities. Treatment of workers includes . . . respect for worker’s personal dignity (such as avoiding physical punishment or abusive language).” IFC PS 2 Guidance Note at ¶ G13.
Gender Discrimination and Discrimination Against Liberian Workers

Moreover, despite BR’s explicit anti-discrimination policies, and the requirements of PS 2, many workers faced a pattern of workplace discrimination. Many female agriculture workers, in particular, faced gender-based discrimination in the form of sexual harassment and abuse. Women who refused their supervisors’ demands for sex were forced to do extra work, assigned the most strenuous tasks, docked pay and, in some cases, fired. BR also discriminated against Liberian workers by failing to provide safe drinking water, despite providing bottled water for expat managers.

Failure to Provide a Safe and Healthy Work Environment

As described above, BR failed to take steps, including those identified in the ESIA, that would have “prevent[ed] accidents, injury, and disease arising from, associated with, or occurring in the course of work.” In particular, although the ESIA identified risks to workers’ health “if proper safety and protective gear is not employed,” BR systematically failed to provide adequate personal protective gear. BR similarly ignored the ESIA’s warning that “a lack of proper training of the staff in charge of operations and maintenance could expose them to adverse health risks.” Additionally, despite its commitment to doing so, BR failed to implement the ESIA’s recommendation that it “[p]erform laboratory tests for any source of drinking water given to staff.” As a result, many BR workers suffered from serious workplace injuries and water-borne diseases. BR’s failure to create a safe and healthy work environment also caused several women to suffer severe pregnancy complications.

Moreover, BR also ignored PS 2’s requirement that it “document[] and report[] o[n] occupation accidents, diseases, and incidents.” BR’s failure to document and report such incidents made it impossible for many injured workers to claim disability benefits.

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387 See Exhibit 7, Employee Handbook at § 3.15(a-c); Exhibit 9, Revised Employee Handbook at § 3.15(a-c); see also ESIA, supra note 24, at 132 (Noting the BR had a “strong anti-discrimination and equal opportunity policy”).
388 IFC PS 2, supra note 317, at ¶ 11 (“The client will base the employment relationship on the principle of equal opportunity and fair treatment, and will not discriminate with respect to aspects of the employment relationship, including . . . compensation . . . working conditions . . . [and] termination.”). According to the IFC, “[d]iscrimination in employment is defined as any distinction, exclusion or preference . . . made on the basis of personal characteristics unrelated to inherent job requirements that nullifies or impairs equality of opportunity or treatment in employment or occupation.” IFC PS 2 Guidance Note at ¶ G 26.
389 IFC PS 2 at ¶ 16.
390 ESIA, supra note 24, at 122; see also id. at xxi, xxiii, 169-70, 175, 192, 198, 338, 343.
391 Id. at 123; see also id. at 169-70, 192, 198, 229-31, 331, 343.
392 Id. at 343 (Chart detailing off-site mitigation measure that BR had committed to implementing); see also id. at 194 (“Physical, chemical and biological tests have to be performed for any newly found resource used to supply drinking water to the workers off-site.”).
Fueling Human Rights Disasters

Failure to Establish an Easily Accessible Grievance Mechanism

As discussed above, although BR documents describe grievance procedures, many workers were not aware of any formal grievance mechanism for handling their complaints. Considering the serious abuses suffered by BR workers, it is a clear violation of PS 2 that BR’s grievance mechanism for workers, to the extent that it even existed in practice, was not “easily accessible.” In fact, even when workers complained to their supervisors, they were not advised about any grievance mechanism or any grievance procedures that would “address concerns promptly, using an understandable and transparent process.” Moreover, in an additional violation of PS 2’s requirements regarding grievance mechanisms, some workers reported being retaliated against for raising concerns about working conditions or abuse by supervisors.

Failure to Respect the Collective Bargaining Agreement

As noted above, in the short time between signing the Collective Bargaining Agreement (“CBA”) and laying off the majority of its workforce, BR failed to make any noticeable changes in its practices, indicating a lack of respect for the CBA in violation of PS 2.

Failure to Develop a Retrenchment Plan in Consultation with Employees

Finally, although PS 2 explicitly required BR to develop a retrenchment plan that “reflect[ed] the client’s consultations with employees,” BR decided to leave Liberia and lay off the majority of workers without consulting with, and providing very little notice to, these workers. Far from consulting with employees regarding compensation payments or developing a plan “to address the adverse impacts on workers and their community” including “issues such as . . . assistance in retraining efforts and job placement,” BR unilaterally determined the amount of severance pay and required all workers, even those suffering from continuing, work-related medical issues, to sign a release form or get nothing at all.

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393 See Exhibit 7, Employee Handbook at § 5.19; Exhibit 8, CBA at Art. 43.
394 IFC PS 2, supra note 317, at ¶ 13.
395 Id.
396 See id.
397 See id. at ¶ 8.
398 Id. at ¶ 12.
399 See IFC PS 2 Guidance Note at ¶ G35.
400 Id. at ¶ G33.
3. Performance Standard 3: Pollution Prevention and Abatement

In violation of PS 3, BR failed to take steps that would have avoided adverse human health impacts by avoiding or minimizing pollution from project activities. IFC Guidance directed BR to consider local communities and water supplies. In line with this directive, both the ESIA and the earlier Harvesting Management Plan document many potential negative impacts of BR’s project on water quality and human health; recommend several mitigation measures to protect water quality; and direct BR to conduct extensive water quality monitoring. In fact, the ESIA noted that because “the local population depends on water from shallow wells for drinking and on surface water in streams, ponds, for washing, fishing, and irrigation, it would be necessary to effectively control the impacts on water resources through appropriate design and site management practices,” including by “preventing the contact of rain water with the wood[chip] piles.” Nonetheless, BR piled woodchips on smallholder farms and at Firestone planation, contaminating vital sources of clean water. Additionally, BR’s harvesting operations on smallholder farms often did not adequately protect water resources, despite the detailed recommendations in the ESIA about how to do so.

4. Performance Standard 4: Community Health, Safety and Security

Failure to Prevent Impacts on Water Sources Traditionally Relied on by Communities

Similarly to PS 3, PS 4 required BR to “avoid or minimize adverse impacts due to project activities on . . . water . . . in use by the affected communities.” Moreover, IFC Guidance cautioned BR to take “special precautions . . . to prevent . . . a reduction in the availability of surface water . . . and prevent the degradation in quality of these . . .”

Women and children were particularly impacted by water pollution associated with the project.

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401 See IFC PS 3 at ¶ 1.
402 IFC PS 3 Guidance Note at ¶ G4.
404 ESIA, supra note 24, at 160-61 (recommendation made in reference to woodchip piles at the port, not on smallholder farms). Confusingly, the ESIA also recommends using wood waste as mulch to avoid erosion and prevent deterioration of water quality. Id. at 180. It does not say anything, however, about BR’s practice of leaving large piles of rotten woodchips on farms without spreading them out for use as mulch.
405 IFC PS 4, supra note 317, at ¶ 9.
resources." In doing so, BR should have been particularly concerned with “prevent[ing] or minimiz[ing] the potential for community exposure to water-borne, water-based [or] water-related . . . disease." Yet, not only did BR generally fail to protect community water sources, as discussed above, it also failed to appropriately respond when its harvesting activities cracked open a gravesite on the Bryant farm, ultimately contaminating the only water source on that farm, which family members believe caused the death of a child.

Failure to Evaluate Risks Posed by Security Arrangements Related to BR’s Operations

As discussed in detail above, DKB, a notorious ex-rebel commander, terrorized charcoalers during his stint providing security on the Firestone plantation. BR did not directly retain DKB and therefore was not bound by PS 4. Nonetheless, it should have assessed the situation in light of the principles articulated in PS 4, particularly given that BR was operating in a recently post-conflict country and that Firestone was hiring security to enforce rules and guard seedlings directly related to BR’s operations on the Firestone plantation.

Yet, rather than “urg[ing] appropriate parties to take action,” BR’s initial approach was to deny responsibility for the situation. Specifically, although such incidents began at least as early as October 2010, BR’s September 2011 response to SOMO regarding the DKB situation and other problems for charcoalers on the Firestone plantation was to claim that it had no influence over the relationship between charcoalers and Firestone. Under the principles articulated in PS 4, BR’s response should have been to proactively do what it could to prevent reoccurrence of the human rights abuses committed by Firestone’s security personnel.

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406 IFC PS 4 Guidance Note at ¶ G16.
407 IFC PS 4 at ¶ 10.
408 See IFC PS 4 at ¶ 13 (“When the client directly retains employees or contractors to provide security to safeguard its personnel and property. . . .
409 See id. (The client “will assess risks to those within and outside the project site posed by its security arrangements. . . . The client will make reasonable inquiries to satisfy itself that those providing security are not implicated in past abuses, will train them adequately in the use of force (and where applicable, firearms) and appropriate conduct toward workers and the local community, and require them to act within the applicable law. The client will not sanction any use of force except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. A grievance mechanism should allow the affected community to express concerns about the security arrangements and acts of security personnel.”). See also IFC PS 4 Guidance Note at ¶ G28 (“If there is social unrest or conflict in the project’s area of influence, the client should understand not only the risks posed to its operations and personnel but also whether its operations could create or exacerbate conflict.”); ¶ G32 (“The appropriate conduct of security personnel should be based on the principle that providing security and respecting human rights can and should be consistent.”); and ¶ G33 (“Who provides security is as relevant as how security is provided. When employing or engaging any security personnel, the client should make reasonable inquiries to investigate the employment record and other available records, including any criminal record, of individuals or firms and should not employ or use any individuals or companies that have been credibly alleged to have abused or violated human rights in the past.”).
410 IFC PS 4 at ¶ 15.
411 Oct. 2010 interviews, supra note 146.
412 See IFC PS 4, supra note 317, at ¶ 15.
5. **Performance Standard 5: Land Acquisition and Involuntary Resettlement**

Although PS 5 does not apply to voluntary land transactions such as those that took place in this case between smallholder farmers and BR,\(^{413}\) clients are still urged to “consider applying the requirements of Performance Standard 5, even where no initial land acquisition was involved,” if project impacts on land use or access to resources “become significantly adverse at any stage of the project.”\(^{414}\) That was the case here.

Although BR did not acquire land from the smallholder farmers through the use or threat of a compulsory land acquisition process, the livelihood impacts on farmers from BR’s acquisition of their rubber trees have been severe. As described in detail above, many of the smallholder farmers in Grand Bassa County have lost the ability to sustain themselves and their families, as a direct result of BR’s acquisition of their still-producing rubber trees.\(^{415}\) Moreover, without sufficient resources to maintain the new seedlings planted by BR until they become productive, these farmers now face the high probability that the young trees will die and that they may never again have productive rubber farms. Finally, many of the farms are now so overgrown from lack of maintenance that farmers cannot access the areas of their farms on which BR’s activities took place, amounting to displacement from these portions of their land.

Given the severity of this situation, BR should have applied the requirements of PS 5 regarding economic displacement. Importantly, economically displaced persons should be compensated for lost assets (in this case the farmers’ still-producing rubber trees and accessible farms) at full replacement cost.\(^{416}\) In this case, full replacement cost is the total cost to farmers of again having accessible farms and productive rubber trees. Neither is possible without

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\(^{413}\) *See* IFC PS 5 at ¶ 5-6.

\(^{414}\) *Id.* at ¶ 6.

\(^{415}\) *As noted above, although it was not a term in BR’s contracts with farmers, BR also led some farmers to believe that they had ceded control over portions of their farms until the seedlings became productive rubber trees.*

\(^{416}\) *See* IFC PS 5 at ¶ 20.
significant maintenance of the farms. BR’s abrupt termination of contracts with farmers, without consultation and without putting in place any mechanism to ensure that farmers would get the full replacement cost of their lost rubber trees, violated the standards articulated in PS 5.


Failure to Properly Assess and Mitigate Foreseeable Losses to Biodiversity

PS 6 required BR to assess its impacts on biodiversity in the project area and develop mitigation measures to avoid and minimize losses to biodiversity. Yet, although the ESIA notes that a cumulative indirect impact of BR’s activities could be pushing charcoalers into Liberia’s tropical forests, it dismissed that risk without analysis. Instead of investigating the actual impact of BR’s operations at the Firestone plantation or consulting with local charcoal producers, the ESIA relied on the “surplus in aged rubber trees” in Liberia to support its assertion that BR’s project was “not expected to impact the current rate of deforestation.” Proper consultation with charcoalers at Freeman Reserve, however, would have revealed foreseeable losses to natural forests and endangered trees located near the Firestone plantation.

Failure to Sustainably Manage Renewable Natural Resources

With regard to its rubber harvesting operations on smallholder farms in Grand Bassa County, BR also failed to adhere to PS 6’s requirement that it “manage renewable natural resources in a sustainable manner.” PS 6 defines “[s]ustainable resource management” as:

the management of the use, development and protection of resources in a way, or at a rate, which enables people and communities, including Indigenous Peoples, to provide for their present social, economic and cultural well-being while also sustaining the potential of those resources to meet the reasonably foreseeable needs of future generations and safeguarding the life-supporting capacity of air, water and soil ecosystems.

BR’s harvesting of trees on smallholder farms, which was often done by clearing an entire farm at one time, was not done at a rate that enabled the indigenous farmers to provide for their social, economic and cultural well-being. As discussed above, these farmers are struggling to provide for themselves and their families now that the income from their rubber trees has disappeared.

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417 As noted above, BR promised that it would maintain the farms, and farmers agreed to BR’s acquisition of their still-producing rubber trees in reliance on that promise.
418 IFC PS 6 at ¶¶ 4, 8.
419 See ESIA, supra note 24, at 138.
420 Id.
421 IFC PS 6, supra note 317, at ¶ 14.
422 Id. at n.7.
Moreover, BR’s failure to maintain the new seedlings it planted will likely result in many of the young trees dying before they reach maturity, further violating BR’s mandate to sustainably manage natural resources. BR’s commitment “to ensuring that at least one tree is replanted for every tree removed to maintain the sustainability of the project and achieve relative carbon neutrality” is meaningless if the trees die because of lack of necessary maintenance that BR promised farmers to provide.

Additionally, it is important to note the negative climate impacts of these two violations of PS 6. The net result of BR’s failure to identify and mitigate its cumulative indirect impacts on Liberia’s tropical forests, combined with the many seedling rubber trees that will die before they reach maturity, is that, far from being the climate friendly project touted by OPIC, BR’s operations led to an overall decrease in both natural trees and rubber trees in Liberia, with resulting negative climate implications.\footnote{These negative climate impacts are in addition to the negative impacts that are inherent to the type of short rotation forest harvesting for biofuels conducted by BR, in addition to the transportation of woodchips thousands of miles.}

7. Performance Standard 7: Indigenous Peoples

As noted above, OPIC determined that it was “unlikely that . . . communities that can be considered indigenous under PS 7” were living in the project area,\footnote{Development Agenda, \textit{supra} note 98, at 6.} despite the Liberian government’s own recognition that 94 percent of the population of the County was Bassa-speaking\footnote{\textit{Id}. at ix.} and that “[t]raditional culture remain[ed] strong.”\footnote{\textit{IfC PS 7, \textit{supra} note 317, at ¶ 4.}} There is no evidence in the ESIA or any other due diligence documents that either OPIC or BR undertook the analysis necessary to determine whether the smallholder farmers should be recognized as Indigenous Peoples under PS 7.

PS 7 acknowledges that there is no universally accepted definition of, or terminology for, Indigenous Peoples and explicitly recognizes that Indigenous Peoples may be referred to as “tribal groups” in some countries.\footnote{\textit{Id}. at ix.} According to PS 7, Indigenous Peoples are “a distinct social and cultural group possessing the following characteristics in varying degrees:

- Self-identification as members of a distinct indigenous cultural group and recognition of this identity by others;
- Collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories;

\footnote{ESIA, \textit{supra} note 24, at 81.}
• Customary cultural, economic, social, or political institutions that are separate from those of the mainstream society or culture; or
• A distinct language or dialect, often different from the official language or languages of the country or region in which they reside.\textsuperscript{429}

Considering the clear and readily available evidence pointing to smallholder farmers’ indigenous status, BR should have, at minimum, undertaken a rigorous assessment of whether smallholder farmers should have been recognized as indigenous under PS 7.\textsuperscript{430} Had BR undertaken this assessment as required by PS 7, it would have recognized the farmers as Indigenous Peoples because they exhibit all of the characteristics described above. First, many of the farmers self-identify as members of the Bassa tribe,\textsuperscript{431} which is, in turn, recognized by others as one of the major tribes in Grand Bassa County.\textsuperscript{432} Grand Bassa County has been the ancestral home of the Bassa tribe for centuries, and the natural resources in the area play a role in Bassa culture, particularly in the traditional bush school, the Poro and Sande societies, for adolescent boys and girls. The Bassa have their own traditional leadership structures and continue to practice many unique cultural and social traditions that are separate from those of mainstream Liberian culture. Finally, the Bassa have their own language, which, as noted above, is widely spoken in Grand Bassa County, including by many of the smallholder farmers involved in BR’s project.

Proper identification of the farmers as indigenous would have helped protect farmers from the devastating impacts to their livelihoods and environment caused by BR’s activities. In particular, BR would have been subject to heightened requirements to: avoid adverse impacts; engage with farmers; ensure their free, prior, and informed consultation; and facilitate their informed participation on matters directly impacting them.\textsuperscript{433}

Additionally, given the many charcoalers and workers speaking indigenous languages, BR should have at least considered whether the charcoalers from Freeman Reserve and many of BR’s workers qualified as Indigenous Peoples under PS 7’s definition.

\textsuperscript{429} Id. at ¶ 5. IFC Guidance further explains that “[e]ach characteristic is evaluated independently, and no characteristic weighs more than the others.” IFC PS 7 Guidance Note at ¶ G5.

\textsuperscript{430} IFC Guidance indicates that such an assessment should potentially have included activities such as: investigation of applicable laws and regulations, including obligations under international law; archival research; ethnographic research, including documentation of culture, customs, institutions and customary law; and participatory appraisals. Id. at ¶ G6. The Guidance also suggests that BR should have considered “retain[ing] competent experts to assist in this work.” Id.

\textsuperscript{431} Interview with Tebeh Gongar, supra note 45; Interview with Charles Holt, supra note 122; Interviews with Charles G. Bryant and Sam Bonwin, supra note 33; Interviews with Gabriel Browne, Jr. and Martha K. Massoud, supra note 45.

\textsuperscript{432} Development Agenda, supra note 98, at ix.

\textsuperscript{433} See IFC PS 7, supra note 317, at ¶¶ 7-9.
8. Performance Standard 8: Cultural Heritage

Had BR complied with PS 8’s requirements regarding the protection of cultural heritage, including by consulting with affected communities434 during the preparation of the site-specific harvesting plans BR was required to create for each small farm,435 the desecration of Solomon Bryant’s grave could have been avoided. Consultations with the Bryant family about any culturally or religiously significant sites on their farm436 would have revealed the location of the grave prior to BR’s harvesting activities, which presumably could have then been conducted in a way that avoided running heavy equipment through the gravesite. Moreover, respect for cultural heritage dictates that BR should, at a minimum, have taken immediate measures to rectify the situation once the grave had been broken open by BR’s harvesting equipment. Yet, despite complaints of the Bryant family, BR never did anything to repair the damage, and in fact did not even provide the promised hand pump that could have helped the Bryant family access safe water.

9. Environmental, Health and Safety Guidelines

The IFC’s General EHS Guidelines set out detailed requirements regarding the type of training, protective equipment, and monitoring needed to satisfy the BR’s “oblig[ation] to implement all reasonable precautions to protect the health and safety of workers.”437 Moreover, the IFC’s EHS Guidelines for Forest Harvesting Operations provide specific requirements for safety precautions that BR should have taken during tree cutting and felling operations.438 Had BR followed these requirements, serious workplace accidents – like Aderlyn’s injuries from the tree that fell on her – could have been avoided.

434 See IFC PS 8 at ¶¶ 1, 3, 6.
435 See BR Fuel I Project Summary, supra note 3.
436 See IFC PS 8, supra note 317, at ¶ 3.
437 IFC General EHS Guidelines, supra note 317, at § 2.0 (emphasis added). See, e.g., id. at § 2.2 (“The employer should ensure that workers . . . prior to the commence[ment of new assignments], have received adequate training and information enabling them to understand work hazards” and “A basic occupational training program and specialty courses should be provided, as needed, to ensure that workers are oriented to the specific hazards of individual work assignments.”) (emphasis added); id. at § 2.9 (“The employer should establish procedures and systems for reporting and recording: [o]ccupational accidents and diseases [and] [d]angerous occurrences and incidents” all of which “should be investigated” to “[e]stablish what happened; [d]etermine the cause of what happened; [and] [i]dentify measures necessary to prevent a recurrence.”).
438 See, e.g. IFC EHS Guidelines for Forest Harvesting Operations, supra note 317, at § 1.2 (“Workers should be properly trained in the safe use of cutting equipment, including work group coordination and safety measures . . . Workers should be provided with, and required to use, all necessary personal protective equipment (e.g. gloves, footwear, protective clothing, helmets) . . . No worker other than the chainsaw operator and an assistant should be within two tree lengths when trees are felled . . . [and] Workers should be trained in clearance of wind throw before entering an affected area.”).
E. Violations of Liberian Laws and Regulations

1. Environmental Law Violations

The Environment Protection and Management Law of the Republic of Liberia ("Environment Protection Law") establishes a legal framework for the sustainable development, management, and protection of the environment. Under Section 6 of the Environment Protection Law, all projects and activities falling within the agriculture, forestry, energy, and/or wood sectors require an environmental impact assessment ("EIA") license before a project developer may commence any project-related activities. The Environment Protection Law specifies that a project developer must submit an application for an EIA license and comply with a number of procedural requirements before an EIA license may be issued. A review of the procedures followed by BR reveals several violations of Liberian law.

The Liberian Environmental Protection Agency ("EPA") issued an Environmental Certificate to BR Fuel on August 19, 2009. BR’s activities in Liberia, however, began as early as December 11, 2007, when the company signed the MOU with NACUL. BR also began removing trees and replanting seedlings on smallholder farms more than a year prior to the August 2009 issuance of the Environmental Certificate. In fact, the Environmental Certificate itself appears to...
suggest that BR’s activities in Liberia had begun prior to its receipt of the required permit. As Section 4.0 of the Environmental Certificate states, “…this Environmental Certificate is issued authorizing Buchanan Renewables Fuel, to continue harvesting operations of nonproductive rubber trees in Liberia.” As the text of the Environment Protection Law makes clear, a project developer may not undertake project-related activities before receiving the required certificate. BR therefore violated Liberian law by beginning harvesting prior to August 2009.

It also appears that BR failed to submit several required documents and failed to follow the Environment Protection Law’s requisite timelines and procedures. For example, according to the EPA, BR did not submit an ESIA until June 2011, nearly two years after the company received its Environmental Certificate. Moreover, the ESIA submitted by BR was dated October 2009, indicating that the company’s assessment of environmental risks was not completed until two months after it had received the Certificate, and nearly two years after it actually began project-related activities. Because BR failed to follow the procedures and timelines required of project developers operating in Liberia, its activities did not comply with Liberian law.

2. Labor Law Violations

Finally, BR’s practices with regard to working conditions and terms of employment, described in detail above, violated several provisions of Liberian Labor Law. Violations include: a disregard for Liberia’s minimum wage laws, as demonstrated by the practice of using unpaid, volunteer labor for significant periods of time; a failure to properly remunerate workers for all work over 8 hours per day; the practice of keeping employees on probation pay for long periods of time, despite the requirement that probationary periods not exceed 3 months; and the failure to comply with many provisions of Liberia’s workmen’s compensation laws.

VI. Attempts to Resolve Problems Caused by Buchanan Renewables

Complainants have made numerous efforts to directly address these issues with OPIC, BR, BR’s former parent entities: Pamoja Capital and the McCall MacBain Foundation. Members of all three groups of Complainants made multiple attempts to resolve many of the above issues during the period of BR’s operations in Liberia. Additionally, since early 2013, an international coalition of groups have made several attempts to engage with relevant stakeholders.

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447 Exhibit 11, Environmental Certificate at § 4.0 (emphasis added).
448 Burning Rubber, supra note 20, at 26.
450 See id. at Chapter 8, §§ 701(1), 703.
451 See id. at Part III, Chapter 16, § 1500-A.
452 See id. at Part V, Chapter 36.
in order to address problems faced by the farmers, charcoalers and workers negatively impacted by BR’s activities and abrupt departure from Liberia. These efforts have included communications by Accountability Counsel, on behalf of Complainants, with OPIC, FarmBuilders, the Chairman of the McCall MacBain Foundation, John McCall MacBain and U.S. Embassy staff in Monrovia. Some of the Complainants also attempted to engage in dialogue with remaining BR employees in March and April 2013.

In November 2013, OPIC, which had previously dismissed Complainants’ concerns, expressed interest in privately exploring remedy for harm caused by the project. However, after numerous attempts to engage over a period of two months, Complainants are lodging this public Complaint because private dialogue with OPIC did not result in a commitment from OPIC to engage in a process for discussing remedy.

VII. Requested Next Steps

Complainants call on OPIC’s President and CEO to convene a transparent and independent process for addressing harm caused by BR’s operations. Throughout this process, Complainants ask that they be consulted and involved in any dialogue about the project impacts and proposed remedies. Complainants seek the following from such a process:

• Farmers request that they be provided with:
  1. Immediate support for maintenance of their farms;
  2. Livelihood support, including immediate intervention to assist farmers who are currently unable to feed their families; and
  3. Hand pumps or other means of accessing clean water for farmers whose water sources have been contaminated.

• Charcoal producers and NACUL request that the following measures be undertaken to protect charcoal producers:
  1. Mitigation for all impacts of BR’s operations on charcoal producers;
  2. Livelihood support; and
  3. Remedy for those charcoalers who suffered individual abuses.

• Former BR workers request that they be provided with:
  1. All back-pay due to them as a result of uncompensated overtime;
  2. All benefits that should have accrued under the Collective Bargaining Agreement; and
  3. Remedy for those workers who suffered individual abuses.

Complainants also request that OPIC critically evaluate its role in the serious harm associated with BR’s activities in Liberia by launching an independent investigation of the

453 All written communications are on file with Accountability Counsel. A detailed description of attempts to resolve the issues described in this Complaint is available at Exhibit 12.
project’s serious human rights and environmental abuses. The investigation should provide recommendations to further OPIC’s institutional learning and prevent the perpetuation of such abuses through OPIC’s financing of future projects.
Exhibits

Exhibit 1: Gabriel Browne contract
The undersigned understands and acknowledges the contents of this agreement and agrees to abide by its terms and conditions.

Agreed to:

[Signature]

Date:
[3/01/21]
Fueling Human Rights Disasters

Exhibit 2: Barchue Farm contract
Exhibit 3: Bonwin Farm, Kangar and Gongar Farms, Frederick Bryant Farm and Nancy Lloyd Farm contracts
Fueling Human Rights Disasters
IN WITNESS WHEREOF, the parties have consented to this Agreement and have affixed their signatures and seals below:

In the presence of:

For:

[Signature]

[Name]

[Title]

For and on behalf of [Organization]

[Signature]

[Name]

[Title]

For and on behalf of [Organization]

[Signature]

[Name]

[Title]

For and on behalf of [Organization]

[Signature]

[Name]

[Title]

For and on behalf of [Organization]
Fueling Human Rights Disasters
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Fueling Human Rights Disasters
THIRD AMENDMENT to an Act of November 6, 1907 between Frederick Bryan

REMEMBER and HONOR you, all with whom I was ever connected, and

WHEREAS the good and sufficient cause in the first part of the preamble, the second part of the

WHEREAS it is agreed and provided that the said agreement shall be hereinafter referred to as the "Agreement",

WHEREAS the said agreement is made upon the expressed understanding that the same shall be

NOW, THEREFORE IT IS HEREBY

1. That the Agreement is for the period of one year (the "Term Date") and time shall be of the essence for the Term Date, and the

2. The party or parties to this Agreement heretofore referred to as the "Party" and each of the parties hereto, shall be referred to as

3. The parties to this Agreement shall have the right to terminate this Agreement at any time upon written notice to the other party, in writing,

4. The parties to this Agreement shall have the right to terminate this Agreement at any time upon written notice to the other party, in writing,

5. All other terms and conditions of this Agreement shall be subject to the terms and conditions of this Agreement,

6. The parties to this Agreement shall have the right to terminate this Agreement at any time upon written notice to the other party, in writing,

7. The parties to this Agreement shall have the right to terminate this Agreement at any time upon written notice to the other party, in writing,

8. The parties to this Agreement shall have the right to terminate this Agreement at any time upon written notice to the other party, in writing,
Fueling Human Rights Disasters

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In accordance with the principles of time and space, the following text provides a naturalized representation of the given document. 

Section 1: General Overview

1.1 This Agreement is entered into by [Party A] and [Party B], hereinafter referred to as the Parties.

1.2 The purpose of this Agreement is to [state purpose].

Section 2: Rights and Obligations

2.1 The Parties shall [state obligations].

2.2 Each Party shall ensure that [state compliance].

Section 3: Dispute Resolution

3.1 Any disputes arising from the implementation of this Agreement shall be resolved by [state dispute resolution method].

3.2 The Parties agree to [state additional conditions].

Section 4: Termination

4.1 This Agreement may be terminated by [state termination conditions].

4.2 Upon termination, the Parties shall [state post-termination obligations].

Section 5: Governing Law

5.1 This Agreement shall be governed by [state governing law].
IN WITNESS WHEREOF the parties have signed and this Agreement on the day above set out and affixed their signatures and seals hereto, in the presence of

Jul Isaac Logan

Charles G. Bryant
Administrator Frederick Bryant

Nelson Hill

for and on behalf of BK FUELS
Rubber Tree Purchase Agreement

This Agreement is made on the 25th day of December AD 1980, between Narmy Linsay Farm, represented by Nathaniel Hartman and Lawrence S. Bierwirth, a company owning a plantation of Barnes's rubber trees in the Republic of Liberia, and the Redman Rubber Company, Inc.

Buchanan Honduras, Inc., a corporation organized wholly owned by Buchanan Enterprises, Ltd., a company for the purchase and development of lands and properties in the Republic of Liberia, represented by law firm of Buchanan Enterprises, Ltd., and /or Buchanan Enterprises, Ltd., a company representing the interests of the Buchanan family.

WHEREAS, the rubber tree is a valuable natural resource and one which is essential for the success of any plantation in the Republic of Liberia, and

WHEREAS, the parties desire to enter into an agreement for the purchase of these rubber trees from the Buchanan Enterprises, Ltd., and

NOW THEREFORE, it is agreed that:

1. The Buchanan Enterprises, Ltd., shall supply to the parties on the Effective Date all the equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

2. The Buchanan Enterprises, Ltd., shall agree to purchase and pay for all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

3. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

4. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

5. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

6. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

7. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.

8. The Buchanan Enterprises, Ltd., shall agree to purchase all equipment and supplies necessary for the operation and development of the plantation, in accordance with the terms of this Agreement.
11. In the event of the death of both 100 acres of land by HR. FEEDS, this being responsible, HR. FEEDS shall request, releases, and shall the required land with the required fees. HR. FEEDS shall own the required land and will ensure that when they are no longer productive, this can create the good for the benefit of the future beneficiaries under the terms of this Agreement.

12. HR. FEEDS may, from time to time, through the rights and obligations arising from this Agreement, assign or transfer the rights and obligations of one party to another, subject to the approval of the other party who shall approve or to be irrevocably withheld.

13. **LEGAL REMEDIES AND ARBITRATION**

**14.** This Agreement shall be subject to the laws and regulations in force in Kathara.

15. In the event of dispute between the Parties, whether the dispute relates to the interpretation of the provisions of this Agreement, the non-compliance of any Party to its terms or obligations, the Parties agree to submit the dispute to binding arbitration. Arbitration shall be conducted by the appointed Party, selecting a panel of arbitrators to the other Party, selecting the panel and its members, and appointing one arbitrator. Within ten (10) days of the appointment of the panel of arbitrators, from the appointment of the panel of arbitrators, the other Party shall respond and serve on the panel of arbitrators including the panel of arbitrators, if any, and serve its own arbitration. All written ten (10) days after the other Party shall have responded, the panel (2) arbitrators shall meet and decide in the other arbitrator, who shall be Chairman of the Arbitral Panel.

16. The Parties agree that any decision or award by the majority of the arbitrators shall be binding upon and enforceable by agreement of law, without further action. The Parties agree that any judgment of the arbitrator is final and binding as to the parties for all purposes of this Agreement. The arbitrator shall have the power to determine the validity of any claim or counterclaim and shall also be entitled to obtain a stay in any manner as expeditiously as practicable.

17. This Agreement represents the full and complete understanding of the parties and incorporates all agreements, negotiations and understandings heretofore, as evidenced in this Agreement and shall also be subject to the laws and regulations of the valid countries.

18. The Agreement is binding on the parties hereon including all their successors, assignees, heirs, administrators, executors, etc.

19. HR. FEEDS and Dr. Stacy Lloyd Parks (Represented by National Bank and Lawrence S. Rankin) confirms that they are properly incorporated companies and that they have full and complete responsibility to support their obligations under the terms of this Agreement. Furthermore, company confirms that it has enrolled the necessary expertise, skill and technical knowledge to fulfill its obligations under the terms of this Agreement.
IN WITNESS WHEREOF the parties have signed into this Agreement on the day and year first above written and affixed their signatures and seals below:

For:

[Signature]

[Name]

[Title]

In the presence of:

[Signature]

[Name]

[Title]

[Signature]

[Name]

[Title]

[Signature]

[Name]

[Title]

[Signature]

[Name]

[Title]
Exhibit 4: Massoud, Nancy Lloyd Farm, Gabriel Browne, Bonwin Farm and Jeremiah Glay Farm termination contracts and releases

[Image of the contract]

[Table]

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>Nancy Lloyd</td>
<td>123 Main St.</td>
</tr>
<tr>
<td>Gabriel Browne</td>
<td>456 Oak Ave.</td>
</tr>
<tr>
<td>Bonwin Farm</td>
<td>789 Pine Rd.</td>
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<tr>
<td>Jeremiah Glay</td>
<td>101 Maple Ln.</td>
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[Signature]

Martha L. Masson
7-5-2012
Fueling Human Rights Disasters
To: Mr. Smith

Date: March 10, 2023

Subject: John Smith

Dear Mr. Smith,

Thank you for your diligence in completing the necessary administrative procedures to submit your information for the Live Notice of Service and Notice of Court Order. Your efforts in preparing the required documents have been key in ensuring a smooth process for the upcoming hearing on March 15th.

As per our agreement, you are now officially listed on our system as the Live Notice of Service and Notice of Court Order. This will allow us to notify you of any updates or changes pertaining to your case.

Please note that your contact information has been verified and is now included in the administrative records. This is crucial for maintaining accurate and efficient communication in the legal process.

Thank you again for your cooperation, and we look forward to working with you in the future.

Sincerely,

[Signature]

[Name]

[Position]

[Company]

[Contact Information]

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<td>John Smith</td>
<td>123 Main St.</td>
<td>555-1234</td>
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[Signature]

[Name]

[Position]

[Company]

[Contact Information]
Fueling Human Rights Disasters

Buchanan

Surety of Agreement from Agreement and General Indemnity

In consideration of the execution of agreement between the parties to the Agreement for Commercial Food Purchase Agreement dated December 18, 2004 ("Surety Agreement") and in consideration of the surety, hereinafter referred to as the Surety, of the Endorsement made by the Surety, agrees to agree to the Surety Agreement ("Surety Agreement") and to the following:

1. The above information is the current status of the project.
2. The Surety agrees to indemnify the Surety Agreement for any deficiency in performance of the Surety Agreement under the Surety Agreement.
3. As of the date of this Surety Agreement, the Surety Agreement will become effective and the Surety Agreement will become binding.

4. The Surety agrees to indemnify the Surety Agreement for any deficiency in performance of the Surety Agreement under the Surety Agreement.

5. The Surety agrees to indemnify the Surety Agreement for any deficiency in performance of the Surety Agreement under the Surety Agreement.

The above information is true and correct to the best of our knowledge and belief.

[Signature]

June 1, 2005

[Signature]
July 6, 2012

Mr. Robert Brown
Chief Deputy Sheriff
United States Attorney

Subject: Termination of Extension

Dear Mr. Brown:

Due to the extension of the start of your term, all of which has been completed, and the recent news that has been received, we have decided to terminate your term and extend the extension of your term for an additional year. This decision is based on the fact that your term of extension has been completed. As such, your term will expire on July 1, 2012.

Please find attached a letter notifying you of this extension. If you have any questions, please contact me at (555) 555-5555.

Sincerely,

[Signature]

[Name]

[Title]

[Date]
Fueling Human Rights Disasters

[Document content]

102
August 30, 2012

Ms. [Name]
[Address]
[City, State, ZIP]

Dear [Name],

Since [Date], Buchanan Termination has enjoyed the opportunity to serve you as the roadway contractor for the [Location].

Due to [Reason], we have [Reason], and as a result, we are unable to continue to serve you in the future. We have attempted to keep you informed throughout the process, and we appreciate your understanding.

[Footer]

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[Signature]

[Date]
Fueling Human Rights Disasters

[The text is not legible due to the quality of the image provided.]

104
November 1, 2023

Ms. Accounting
Accountant, Sales Tax
The Majestic
123 Majestic Street

Tulsa, Oklahoma 74104

Re: Accounting Liability

Dear Ms. Accounting,

We hope this message finds you well and that your business is thriving.

As requested, we have enclosed our current year-end financial statement and supporting documentation for your review. This document includes a breakdown of the revenue and expenses for the fiscal year. Attached to this letter are the necessary documents that will assist in preparing your financial statements.

Please review the attached documents carefully and provide any feedback or questions you may have. We are available to discuss any concerns or clarifications you may need.

Thank you for your attention to this matter. If you have any questions or need further assistance, please do not hesitate to contact us.

Sincerely,

[Signature]

[Name]
Accountant, Sales Tax

Attachment:

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<td>Sales</td>
<td>Expense</td>
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[Stamp]

[Stamp]
Fueling Human Rights Disasters

Buchanan

Agreement of Agreement of Agreement and Agreement Agreement

In consideration of the exchange of a mutual agreement, the parties agree as follows:

1. The Buchanan Agreement pertains to the sale of three agreements, each containing all terms necessary to complete the transaction. The Buchanan Agreement is to be signed on the date of this agreement.

2. The Buchanan Agreement is to be signed by both parties on the date of this agreement.

3. The Buchanan Agreement is to be signed by the Buchanan Agreement and the Buchanan Agreement.

4. The Buchanan Agreement is to be signed by the Buchanan Agreement and the Buchanan Agreement.

IN WITNESS WHEREOF, I have set my hand and affirmed my signature this 1st of October, 2021.

[Signature]

[Name]

IN THE PRESENCE

[Signature]
Exhibit 5: Barchue payment slip
Exhibit 6: MOU between NACUL and BR
9. It is agreed to the parties of this MOU that should the terms of this Agreement be amended, the terms shall exist independently.

10. It is agreed and understood by the parties that should either party seeking to terminate this MOU, shall give a two (2) month written notice to the other party stating the reasons or breaches above.

11. These terms and conditions of this MOU herein stipulated shall be binding on the parties, their successors, so long as they were specifically constituted herein by name.

12. It is also agreed that the terms and conditions of this MOU shall be amended or changed by the parties with mutual agreement.

In witness whereof, the parties hereby have set their hands and affixed their signatures and or cause their authorized representatives to set their hands and affix their signatures on the behalf and name mentioned above written to prevail and avail whatsoever, whenever and whenever these presents shall come.

In the presence of:

[Signatures]

For the Venerable Parish Priest of Libby

For the Business Manager/Director

NOTE: Please contact me on cell 677-254-286
Fueling Human Rights Disasters

Exhibit 7: Employee Handbook (Jul. 2009)
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5. Hiring of New Employees
6. Termination & Resignation
7. Confidentiality
8. Communication
9. Expenses
10. Working Hours
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20. Disciplinary Procedure
21. Guidelines for the Disciplinary Procedure
22. Examples of Harassment
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25. QUESTIONS & GUIDELINES
26. Human Resources Department
27. EMPLOYEE-EMPLOYEE ACCEPTANCE OF HANDBOOK TERMS
1. INTRODUCTION

Buchanan Renewable is a renewable energy and mining company operating in Liberia. Its main operations include 100% renewable energy generation through wind power and biomass, which is used to generate electricity for export. Buchanan is the first and only company to build a wind farm in Liberia, and it has made significant contributions to the country's energy sector. Buchanan is committed to being a socially and environmentally responsible company.

Buchanan Renewable is an affiliate of Buchanan Power, a company that operates in the renewable energy sector. Buchanan Power is committed to providing clean and sustainable energy solutions to its customers.

Buchanan Renewable is committed to supporting the development of Liberia and its people. The company works closely with the local community to ensure that its operations are carried out in a way that benefits the community. Buchanan Renewable is proud of its contributions to the development of Liberia and its commitment to being a responsible corporate citizen.
3. BASIC TERMS AND CONDITIONS

4. Letter of Employment
   a. Employee receives a Letter of Employment and Statement of Position that, together
      with this handbook, define the terms and conditions of their employment. By signing
      the Letter of Employment, an employee acknowledges that they understand the terms,
      responsibilities, and conditions, including all parts of the Employee Handbook and their
      implications.
   b. Service managers are required to sign a separate Confidentiality and Non-compete
      Agreement.
   c. All employees have an obligation to ensure they understand the terms and conditions
      of their employment prior to signing their Letters of Employment. They shall, at any
      time, report any violation thereof to Supervisors, Department Managers or Human
      Resource Department. They also have the right to, at their own expense, consult a
      lawyer prior to signing their Letters of Employment.

5. Probation
   a. Every new employee will undergo a probationary period of three months.
   b. During the probationary period, either party may terminate the employment
      relationship without notice or cause.

6. Service and Basis of Employment
   a. Employees shall serve in the capacities prescribed in their letter of employment and
      Statement of Position.
   b. Employees may serve in a position at their discretion and shall be determined by HR
      Management.
   c. Employees may from time to time be transferred from one SBI entity to another based
      on the need determined by HR Management.
   d. Employees may require a minimum of twelve months of service to be transferred to
      another SBI entity or another based on good
   e. Service records and records of the number of leaves at the current location. Records
      should be submitted to HR for the HR Department. SBI will provide notice of any
      proposed changes to FIBS), including within one month of receiving them. Any
      changes will be made solely at SBI's discretion.
   f. The status of long-term transfers is reduced by SBI, but we will not restrict the
      employees to their current (30) days prior to the date of reporting at the new location
      unless in cases of emergency.

7. Service Level
   a. The company's assessment day in 60 years of the employee has completed three
      periods of continuous service, or any year after the twenty-five years of continuous
      service.
   b. An employee's service may be extended beyond the age of 65 by mutual agreement
      with SBI.
   c. The age at which an employee is considered to be at the age of 65 after twenty-five
      years of continuous service.

8. Employee Leave
   a. SBI reserves the option to seek an employee's written permission for leave. Such
      information includes, but is not limited to, leave information, paid sick
      leave, vacation, personal leave, and holidays.
Fueling Human Rights Disasters

2.2. Corrective Provisions
- Employees are not issued with personal safety equipment, other equipment, tools, and materials, and are not required to follow the safety and health rules and procedures of the company. They are required to work with safety rules and procedures in place and to be supervised by authorized personnel. They are required to wear personal protective equipment and use other company-provided equipment at any time. The company will provide all the necessary equipment and follow all safety procedures.

2.3. Issuing of New Employees
- Employees will be issued with personal safety equipment, other equipment, tools, and materials at the time of their employment. They will be trained on the use of the equipment and will be supervised by authorized personnel. They will be required to follow all safety rules and procedures.

2.4. Termination and Re-employment
- No employee who is terminated for any reason shall be re-employed by the company unless the employee is re-issued with all the necessary equipment and is supervised by authorized personnel. They will be required to follow all safety rules and procedures.

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1. An employee will be paid at their normal rate during any indisposition, such as any illness treated by a GP on behalf of the employee.

2. The Company reserves the right to prevent any employee from returning to work or entering the work site after delivering notice of termination to the employee.

3. No notice will be given to employees being terminated for causes such as misconduct, incapacity, and insubordination in terms of the Company's Terms of Reference, unless in the company's opinion, the notice on the termination letter is sufficient.

4. Employees may be disciplined without notice subject to payment only of remuneration paid if the employee commits a serious breach of duty. The same applies to any serious breaches of duty leading to immediate disciplinary, as well as behavior leading to disciplinary action.

5. Notice period for resignation:

- Employees must notify Management in writing of their intention to resign two weeks in advance of the date of their resignation.
- Senior Managers must notify Management in writing of their intention to resign four weeks in advance of the date of their resignation.
- All employees will be paid at their normal rate during the notice period, less any notice paid by the Company.
- The Company has the right to grant any employee a period of notice or to enter into the notice or period of notice of termination.

6. Returning company equipment and property:

- Employees are required to return all Company property upon termination or resignation, including but not limited to vehicles, computers, cell phones, memory sticks, books, safety gear, uniforms, and company documents.
- All equipment will be returned until all equipment has been returned and an appropriate receipt issued.

7. Confidentiality:

- Employees shall not, either during employment or at any time after their termination for any reason, use in whole or in part any part of the Company or any other party's confidential information. Confidential information includes but is not limited to information relating to the Company's business, business and financial information, trade secrets, and other technical information. It includes any non-public information that is of importance to the operation of the business and the safety and security of employees and business contacts.
- Employees shall use their best efforts to prevent publication in whole or in part of Confidential Information.
- All Senior Managers are subject to sign a Confidentiality and Non-compete Agreement.
7.4 Compensation

Compensation comprises an employee's base compensation, as well as any other payments, such as overtime or performance-based payments, and non-recurring compensation due to their employment.

a. Payment on monthly compensation:
   + Employees will be paid on a bi-weekly, semi-monthly or monthly basis.
   + The specifics of an employee's compensation will be detailed in the Employee Agreement.
   + Payments will be distributed through a bank or via a direct deposit into the employee's bank account.
   + Interns' base Social Security deductions will be withheld on a monthly and other various payments to employees, as required by U.S. Law.

b. Benefits:
   + Compensation will be evaluated on an annual basis, in conjunction with an employee's performance review, assessing an employee's performance against set goals and objectives outlined in the Employment Agreement.
   + Compensation may be increased based on the determination of management, in accordance with the goals and objectives set forth in the Employment Agreement.
   + Total compensation may vary based on the type of work performed, potentially increased at the discretion of the Management and subject to an employee's overall performance.

c. Advantages:
   + Advantages are entitled to the Company's leverage per contract year. The advantage may be more than two-thirds of any month's compensation and may be awarded up to the employee's pay at the end of the month, during which the advantage is taken.
   + Advantages for advancement must be submitted in writing to the HR Department and may occur up to ten weeks in advance.
   + No additional advantages will be considered.

d. Loan:
   + In the event, leverage will vary between 0% and 50% of employee's compensation, determined by the company's discretion.
   + All loans must be reviewed and approved by the company's management.
   + No loans may exceed 50% of the employee's compensation, and the loan must be repaid in six months or less.

2.7 Termination

a. Employees will be provided with a termination notice by the company's management team and may be required to return any confidential information or property.
   + Employees will be given written notice of their termination.
   + In order to provide employees with sufficient notice, the company's management team will provide employees with a written notice at least sixty days prior to the termination date.
   + If an employee disagrees with the reasons for termination, they may appeal to the company's management team within ten business days of the notice.
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2.0 Working Hours

a. Standard working hours

1. Employees must complete a full week of work performed within a week of ten (5) working days (Monday to Saturday).
2. Specific working hours may vary depending on an employee's line of work and the production schedule. Each department manager, with approval from the Company Manager, will define the specific hours of operation for his/her department. Each employee's specific working hours will be determined by their Supervisor.
3. Employees are entitled to a 30-minute paid lunch break when working over 5 hours in a day.

b. Punctuality

1. Employees are required to report to duty at the time defined by their Supervisor. Emergency situations will be taken against employees who are unprepared to perform their duties after being absent.

2. Overtime payment

1. Compensation for employees in management, support staff, and professional personnel varies based on the collective agreement. This ensures that their pay is competitive and comparable to industry standards.
2. Employees, other than those covered under collective agreements with professional groups, are entitled to termination for reasons related to their contractual agreement.
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1. Sick leave
   - Employees must notify their Supervisors if they cannot work due to illness. Notification
     should be given on the same day and every day an employee is sick. In the case of
     sickness, a designated family member must notify the Supervisor on the employee's behalf. Supervisors are required to notify the HR Department.
   - Sick leave with pay will only be approved when a certificate signed by a registered
     medical practitioner is presented to and approved by HR Management.
   - If HR approves sick leave with pay for an employee, that employee shall be entitled to
     sick leave with pay as follows:
     - Six working days per year after the first, second and third years of continuous
       service.
     - Twelve working days per year after the fourth year of continuous service.
   - The granting of sick leave in addition to the maximum period described above shall be
     at the discretion of HR.

2. Compassionate leave
   - Employees are entitled to 3 days of paid compassionate leave for the death of an
     immediate family member (parent, sibling, spouse or child) in another province.
   - In order to take compassionate leave, employees must provide Management with (1)
     of the following:
     - A letter indicating the name of the deceased's relatives, the place of death and the date
       of death. In addition to a death certificate from a hospital or doctor, a death certificate, or
       a letter of request signed by the marriage registrars and an official marriage certificate after the marriage ceremony.

3. Maternity leave
   - A female employee who has completed her probationary period is entitled to 6 months
     of maternity leave with full pay.

4. Leave of absence
   - A voluntary, long-term leave of absence without pay may be granted to employees for
     educational or personal purposes at HR Management's discretion.

5. Unexplained absence
   - Unexplained absence will not be tolerated and are subject to disciplinary action by
     HR. An employee shall not leave his designated workplace during working hours
     without written permission from his or her Supervisor.
   - An employee who is absent from work without permission for more than 10
     consecutive working days is deemed to have resigned. HR will take disciplinary actions
     as per its employee handbook.
Training and Employee Development

1. New Employee Training
- The Human Resources Department will conduct an orientation training for new employees, which will include defining the job description, reporting requirements, training, equipment, and understanding the Employee Handbook, including the role and an introduction to health and safety procedures.
- Employees will receive all job training from their Supervisor and Department Head.
- Additional on-the-job training will be provided as needed.
- Health and safety training will be provided on specific tasks and equipment on the job.
- If employees do not feel they have adequate knowledge or experience to carry out a task assigned to them, they must notify their bosses or their Supervisor. Supervisors will determine whether additional training should be provided or whether to realign job tasks.

2. Training Courses and Educational Degrees
- BR will provide employees with opportunities to participate in internal training and educational courses. Participation on all such courses must be approved by HR Management in advance.

3. Employee Appraisal
- Managers will assess employee performance after completion of the probationary period, as well as during the Company’s annual review period. All deemed appropriate merit reviews may be conducted throughout the year.
  a. Performance will be appraised against defined objectives and expectations.
  b. During the appraisal, the employee and their Supervisor or Manager will set objectives for the following year.
  c. The results of the appraisal with be discussed with the employee and kept on file in the employee’s employment file.
- In the event an employee’s performance is not meeting the company’s expectations, the employee will be notified verbally and in writing. The employee, their Supervisor, and the Department Manager will meet with the employee to determine what measures should be taken to improve the employee’s performance and define a time frame within which such improvements should be made.
- If the employee’s performance does not improve within the defined time frame, the employee will be given a written notice stating the actions that should be taken by the employee to improve their performance. This may include a written warning, the employee’s work may be terminated.
- In any time throughout the course, the employee may work with their Supervisor, Department Manager, or the HR Department for guidance on how to improve their performance to meet expectations.
2.11. Additional Benefits
Employees may be entitled to participate in eligible, company-sponsored benefit programs established by the Company.

- Benefits will be assigned equitably and in accordance with an Employee’s position, tenure, and eligibility criteria, such as length of service.
- In recognition of the cost of medical and dental insurance plans, employees are eligible to receive up to six (6) months of paid leave per year, subject to availability:
  - Employees may be eligible for partial or full leave depending on the specific needs of the employee.
  - Employees must consult with their supervisor or manager to determine eligibility and availability.

2.12. Communication
Information regarding management decisions, changes in administrative policies and procedures, and changes in science and regulatory standards will be disseminated via:
- Staff meetings
- E-mail communications
- Company-wide announcements
- Employee health bulletins
- Employee newsletter
- Employee health seminars
- Other channels

2.13. Criminal Record Protection and Background Checks

2.14. Health, Safety, and Benefits

a. Principles
- The Company recognizes its responsibility for providing a safe and healthy working environment for all its employees and will operate in accordance with all relevant health and safety regulations.
- Employees are expected to follow all health and safety policies and to adopt reasonable care for their own safety and the safety of others. In addition, all employees are expected to be aware of and comply with health and safety regulations.

b. Health and Safety Information and Training

1. Employees are required to:
   - Learn and follow all health and safety rules and regulations.
   - Use personal protective equipment as required.
   - Report any occurrences of workplace injuries or illnesses.
   - Report incidents of workplace hazards.
   - Keep the workplace clean and organized.
   - Follow all safety procedures and guidelines.
   - Report any accidents or incidents to their supervisor.

2. Employees are required to:
   - Follow all safety procedures and guidelines.
   - Report any accidents or incidents to their supervisor.
   - Follow all safety procedures and guidelines.
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   - Report any accidents or incidents to their supervisor.

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Basic Principles for Clean, Safe and Secure Operations

The principles outlined below should be followed to maintain clean, safe, secure and efficient operating environments:

General Site Rules
- Use of earplugs, goggles and protective suits, the need for
  - Personal safety equipment, the removal of potentially hazardous materials.
- Proper off and guard potentially dangerous areas.
- Wear personal protective gear at all times.
- Choose all sites have first aid and medical stations.
- Avoid smoking or working within.
- Follow from site work, making sure work is used for work purposes.
- Choose all sites are maintained to high standards and well tested, tidy and where
  - Identification, instead of the area of the day.

Office Space and Items
- Ensure that documents are safely and securely stored.
- Keep all telephones and electronic equipment tidy and safe.
- Make use of labels to identify equipment, keep them up-to-date in a separate location.
- Use equipment appropriately to avoid the misuse of equipment and to ensure
  - a clean, safe working environment.
- Ensure that all devices are secure and left tidy at the end of the day.
- Ensure that lights, air conditioning units, and air conditioners are switched off
  - when not in use.
- Log all deliveries or receive them in the office to show person on the day they arrive.

Visitors
- Any personnel have on site with access to any site facility.
- All visitors must report to a receptionist and be checked at all times, either by reception or the person they are visiting.
- Visitors must be consumed at all times, either by security or the person they are visiting.
- General management must be informed in writing to visiting elevators on site.
- GS reserves the right to search any visitor entering or leaving any of the
  - property by facilities. Visitors to the site, or any other person, may be searched.
  - Visitors are not allowed with food.

Security
- Smoking is prohibited in operational areas and in vehicles and offices, and
  - non-smoking areas should be designated areas.

Drug and Drug Use
- Drug use or drug use on site will not be tolerated.
- Any employee on conviction for
  - drug use or drug use.
- Drug use or drug use permits from the influence of drug use.
2. Theft or Damage

- Theft or damage to company property will not be tolerated. Causes of theft or damage will immediately be investigated internally and may be reported to the police, resulting in suspension and termination upon conviction.
- The company reserves the right to search any employee entering or leaving the company’s premises, any vehicle in or on which property may be traveling, and any other property related to employees and business needs.
- Any search will be conducted in the presence of a third person. If the employee being searched is female, any body search will be conducted by another female.
- Will be not liable for employee belongings and property kept in the workplace.

2.1. Gifts and Inducements

- Giving gifts and inducements.
- All business relationships and potential customers, suppliers, agents, or any other business associates, must be free of any gifts or inducements.
- Any violation of this policy will result in immediate termination of the employee’s position.

2.2. Accepting Gifts and Inducements.

- Employees must not accept gifts or inducements from clients, suppliers, agents, or any other business associates. This could seriously compromise the company’s position and integrity.

2.3. Documentation, Management and Maintenance

- Equal Opportunity Employment.
- The company provides a workplace that is free of harassment and discrimination. All employees, regardless of race, color, national origin, sex, religion, age, marital status or other non-work-related disabilities.
- All employees are responsible for following the company’s equal opportunity policy and notifying their supervisor immediately.

- Discrimination.
- The company will make every effort to ensure that individuals are treated equally. If an employee believes that they are the victim of discrimination, they are advised to contact their Department Manager or the Human Resources Manager. If the complaint is not resolved, the employee should contact the Human Resources Manager or other department.
Any employee found to have sexually misconduct against another member of staff will be subject to disciplinary action.

6. Harassment & Bullying

It is公司's policy permitting all forms of harassment and bystander violence, including sexual harassment, sexual violence, racial or ethnic origin, gender, sexual orientation, age, marital status, physical or mental disability. This policy applies to all employees, agents, and subcontractors. This includes all employees, casual and permanent employees, temporary employees, temporary substitute employees, and job applicants.

Furthermore, it prohibits harassment and bullying in any form, including verbal, non-verbal, and physical harassment.

Sexual harassment may include, but is not limited to:

1. Unwanted sexual advances, requests, or verbal or physical conduct of a sexual nature.
2. Sexual harassment in the workplace or in connection with the workplace.
3. Sexual harassment by a supervisor or any other individual in a position of authority over the victim.
4. Sexual harassment by a non-supervisor or any other individual not in a position of authority over the victim.
5. Sexual harassment by a supervisor or any other individual in a position of authority over the victim.
6. Sexual harassment by a non-supervisor or any other individual not in a position of authority over the victim.

Employees who observe or who believe they are the victims of harassment should contact their Department Manager and/or the Human Resources Manager or their designee. In cases where sexual harassment or a form of sexual misconduct results in harassment, the Department Manager, the Human Resources Manager, or the designee shall be responsible for investigating all formal complaints.
4.12. Disciplinary Disciplined
The process of Disciplinary Procedures is as follows:
1. Initial Meeting
2. Witness meeting with employee
3. Disciplinary

Disciplinary actions or decisions of any kind such as those in section 4.17 may need to be recorded in a council or database.

4.17. Evidence for the Disciplinary Procedure

Employees
- Employees have an obligation to ensure that any actions or decisions are based on the merit of their employment, as well as the evidence in the actions or decisions of their staff. Employees should ensure any information in their managers or the HR Department.
- Employees will be promptly informed in writing of the decision of any disciplinary action taken.
- Employees have the right to have a witness or accompanying them throughout the action

Manager’s must ensure that:
- Their employees are aware of their responsibilities as well as the procedures to be followed.
- Any disciplinary action is carried out in a fair and consistent manner.
- Any employee who is involved in a hearing or complaint.
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1. Lack of due care or excellence which results in employees being made
   redundant during adverse market conditions.
2. Unquestioned assault or threatening behaviour.
3. Discrimination on grounds of disability, nationality, race, etc.
4. Disabling conditions or immoral behaviour: deliberate acts of sexual harassment or
   other acts of harassment.
5. Petty theft or incompetence.
6. Criminal activities, abstaining from work or discrimination.
7. Intimidating or intimidating others at work, especially when speaking in behalf of
   one acting on behalf of the company.
8. Taking or receiving of gifts or rewards from government officials or
   government officials.
9. Unauthorized access, property or equipment or possession.
10. Unauthorized access, property or equipment or possession by employees or
    employees.
11. Changing false and improper data for having introduced them to the company.
12. Battery for more than ten consecutive days for more than twenty days over a
    period of six months within an administration.
13. Destruction or falsification of any accounts, including line sheets, manpower sheets,
    expenses, letters completed etc., in regards of the object or any other documents.
14. Understanding and work on company premises during working hours or while
    acting on behalf of the company.
15. Working in association with the company.
16. Misuse of confidential company information or misusing the confidential office
    information on behalf of the company.
17. Taking part in activities which results in adversely affecting the company's
    interests to any extent or which result in the company's.
18. Breach of health and safety rules, which endanger the lives of employees or
    any other person.
19. Impairment of work performed by colleagues and legitimate obligations.
21. Physical or sexual assault.

Employees suspected of any conduct which opposes to the policy and supports
the due process investigation. Employees penalty of a general offense will be
punished. Behavior that may be considered criminal activities but is not limited to
a. Possession or sale of illegal drugs.
   b. Submitting of淫秽 documents.
   c. Theft or destruction of company assets, property or information, whether or not
      belonging to the company, player, employee or a third party.
   d. Destruction or sabotage of company property or any property in company
      premises.
   e. Physical or sexual assault.
b. Examples of unacceptable conduct and behaviour

Examples of conduct which disciplinary action will be taken for, but it is not restricted to:

1. Failure to abide by the general health and safety rules of the company.
2. Smoking in non-smoking areas.
3. Use of intoxicating or other drugs during working hours, or in an employee’s non-working hours.
4. Conduct of alcohol on any company premises.
5. Assessment and unexplained absences.
6. Not being prepared for work.
7. Leaving on the site.
8. Unauthorised absences or output of work.
9. Violation of general members of the public or non-employees (e.g., unauthorised entry, harassment or bullying).
10. Failure to follow the whole of your rules, as well as to company business and its affect during your working hours.
11. Failure to carry out disciplines violations of house company policy and procedures.
12. Stealing, unauthorised use, negligent damage to company property.
13. Failure to maintain confidentiality of company property or personnel details.
14. Use of company vehicles without authority.
15. Failure to report any incidents where driving company vehicles, whether it be personal or company vehicle.
16. Failure to report any potentially dangerous accidents or situations on the workplace.
17. Carrying unauthorised goods by passengers in any company vehicles or the use of company vehicles for personal gain.
18. Loss of company vehicles, failing to make rest stops as an essential part of your duties.

II. GRIEVANCE PROCEDURE

2.19 Grievance Procedure

Where a request for grievances can be resolved internally in discussion with an employee’s colleagues and Department Manager, there may be times when this is not possible to implement. In such cases the grievances will be dealt with under the following formal procedures:

1. Employee makes a formal complaint to their respective Department Manager or, particularly serious where the Department is other than Manager in the subject of this grievance, to the Human Resources Manager’s designee.
2. Department Managers are obliged to refer the Human Resources Manager or another designee of the former grievance to his/her.
3. The Human Resources Manager or another designee is to consult appropriately investigating the grievance and will work with the Department Manager or other designee to determine the appropriate action

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1. Any issues grievances are considered, the employee will be invited to attend an internal hearing in front of the Human Resources Manager or his/her designee and another Senior Manager.

2. Employees that wish to appeal the outcome of the internal hearing can do so by the Human Resources Manager or his/her designee and, upon approval by Senior Management, will be invited to attend a meeting with the General Manager, a company lawyer, and an additional Senior Manager.

5. QUESTIONS & CLARIFICATIONS

5.20. Human Resource Department

Employees are encouraged to reach out to representatives from the Human Resource Department to address any questions or clarifications they may have regarding:

- The terms of the Handbook.
- The terms of the employment.
- Company policies.

Represents serve as the Human Resource Department are also expected to:

- Discuss workplace interactions with the focus on understanding and mitigate similar situations.
- Address conflicts between employees and between employees and their Managers regarding workplace issues.
- Assist employees with any matters concerning issues that might be related to their terms of employment.
2. AGREEMENT TO ACCEPTANCE OF EMPLOYEES' TERMS

Star Franchisee - Meridian

I have read and understood the terms and conditions of this Agreement and agree to accept the employ of BFP and become a dealer and agree that the terms and conditions contained herein shall continue to be in effect until terminated by BFP.

Date: 30/04/2007

Signature: 

Name: 

Address: 

Signature: 

Name: 

Address: 

Signature: 

Name:
Exhibit 8: Collective Bargaining Agreement
ARTICLE FIVE

RENUMERATION

The Corporation and the Union agree a minimum wage of United States Three Hundred and Thirty Five Thousand Dollars effective October 1, 1970.

ARTICLE SIX

SALARY INCREMENT

The Corporation shall increase the salaries and wages of all the officers and employees under this agreement per 1 January 1971 as follows:

Monthly gross salary

$1,500 - $250
$250 - $350
$350 - $450

ARTICLE SEVEN

MEDICAL BENEFITS

1. The Corporation shall provide medical care at the Corporation's clinic and dispensary free of charge for work-related accidents to all employees.

2. Employees' medical expenses, other than the Corporation's Medical Plan, must be reimbursed, and paid in accordance with the Labor Practice Laws of Liberia.

ARTICLE EIGHT

OCCUPATIONAL INJURY

Provision is made of the Corporation through its officers or representatives in the Association by which the Union is comprised. The Corporation shall be responsible for immediate and all costs incurred in connection with the death or injury or other occupational injuries that may occur in accordance with the Labor Practice Laws of Liberia.

ARTICLE NINE

DEATH BENEFTS

Should an employee die while in the active service of the Corporation, the following graduated death benefits shall be paid to the beneficiaries named on the deceased's employment record upon presentation of adequate evidence of the above-mentioned death to the President, along with a death certificate. The death occurred in a hospital facility, or in a regular letter of Administration by the Government of Liberia in the case that the death occurred:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount (SBD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or more</td>
<td>5,000</td>
</tr>
<tr>
<td>1 day after expiration of 1 year</td>
<td>2000</td>
</tr>
</tbody>
</table>
Fueling Human Rights Disasters

(1) Rate: Keeping and Funeral Assistance

The Corporation that provides a graduated rate keeping and funeral assistance to family of deceased employees based on years of service as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount (USD)</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or more</td>
<td>100 USD</td>
<td>1 time</td>
</tr>
<tr>
<td>1 year after pension to 1 year</td>
<td>150 USD</td>
<td>1 time</td>
</tr>
</tbody>
</table>

a) Accidental death

In case an employee dies by accident while in duty, the death benefit shall be USD 5000.00 per respective premium of service.

ARTICLE ELEVENTH

Death Benefit

The bank of the Union agrees to pay the United States Dollars (USD 5 000.00) per head per member through payroll deduction by the Corporation every month as union dues. The amount will be collected upon a written authorization from the General Secretary to the Corporation, small sum being on behalf of the union. The amount shall be paid by check and will be issued by the 1st day of each month.

ARTICLE FIFTEENTH

EXTRAVAGANT BONUS

The Corporation agrees to give one (1) day of leave to each worker every year as a token of Christmas celebration from the Corporation. This shall remain in implementation every year December for the duration of the contract.

ARTICLE TWENTY-ONE

CHARACTERS OF THE AGREEMENT

This agreement is for ten (10) years duration. It shall run from the 1st day of October 2012 up to and including October 31, 2021. Parties agree to start negotiating for a new agreement on the 1st July 2019. The parties agree that if negotiations for the new agreement are not completed, all provisions of this Agreement shall remain in full force and effect and the new agreement to follow.

ARTICLE THIRTEENTH

MEDICAL LEAVE

Cooperation and Union agree that annual leave shall be granted to workers and employees of the Cooperation who are entitled thereto in accordance with the provisions that paid leave shall be given each employee at the beginning of the eligibility service.

ARTICLE FOURTEEN

SICKNESS LEAVE

Female employees shall be granted three (3) months leave with full pay. Employees to decide how to utilize their leave.
ARTICLE IX
TRANSPORTATION

The Corporation shall provide transportation under this Agreement, with transportation from central point or points to work and back or to a central transportation terminus if $25.00 per day (Thirty United States Dollars) in return to and from the Corporation.

ARTICLE X
SAFETY EQUIPMENT

The Corporation shall provide all necessary safety equipment to employees covered under this Agreement depending on the nature of their job. Adequate safety equipment is essential and will be mandatory for employees to cease their safety equipment at all times other than...
Fueling Human Rights Disasters

ARTICLE EIGHT
REDUNDANCY

Redundancy is no fault of worker or management. It may be caused by an inability of the employer to continue any business operations. Either it is due to a reduction of employment, or making sense of wrong works under the employer’s control, or where the employer has ceased to do business in that area. When the action is necessary, the unemployment shall be treated as usual in accordance, the firm is held liable for notice of the notice, and the redundancy of the code in the suspension shall be enforced to be affairs when there is a noted issue of the agreement.

ARTICLE NINETEEN
SHOULDERWEAR

There will be a minimum of two (2) shoulderweart as decided by the union. The employers shall be elected from the shoulderweart. The Corporation and the Union agree that the senior shoulderweart shall be allowed to spend one day per week on his duties and responsibilities as shoulderweart. The other four shoulderweart shall be allowed to spend 1 day per week on shoulderweart duties and responsibilities. All shoulderweart shall be fully paid for these duties. If a shoulderweart holds the position of any deficiency, notice shall result in his/her regular position to the shoulderweart.

ARTICLE TWENTY
COMPENSATORY LEAVES

The leaves of the Corporation shall be given due to compassionate leave with pay, where death occurs in the family of the employee. The family members referred to in this agreement shall be as follows: wife, wife, mother, father as they are listed as dependents in the employee file at Human Resources Department.
ARTICLE TWENTY-ONE
INDUSTRIAL ACCIDENT

No provision shall be made to cover workers allergic to tobacco or tobacco products in any form.

ARTICLE TWENTY-TWO
INDUCTION PERIOD

Probation period of new employees shall be six months, starting with the date of employment.

ARTICLE TWENTY-THREE
SALARY ADVANCES

Any request for salary advances up to 50% of salary will be submitted to the management, and the decision will be made by the management.

ARTICLE TWENTY-FOUR
LEAVE OF ABSENCE FOR TRADE UNION EDUCATION

The Corporation agrees to grant the employee at least 10 days of leave for trade union education, with no loss of pay, and any leave granted shall be revocable at the discretion of the management.

ARTICLE TWENTY-FIVE
GROUP INSURANCE

1. Management pays 50% of the premium for each employee, with the balance covered by the employee.

2. The Union shall identify a group insurance program for the employees of the Corporation as covered under this Agreement. The cost of the insurance shall be borne equally among the employees.

3. The Corporation agrees to pay the premium for group insurance for all employees connected under this Agreement and reimbursement of the deduction on the designated insurance company, subject to written approval of the management.

4. The group insurance policy shall provide for the protection of all employees, and in the event of a claim, shall be subject to the provisions of the group insurance policy.

5. The group insurance policy shall provide for the protection of all employees, and in the event of a claim, shall be subject to the provisions of the group insurance policy.

ARTICLE TWENTY-SIX
TOURING

The Corporation agrees to provide temporary housing for all its employees in operation outside Brikama and Basse. If accommodation is available, overnight allowance of 5000 Dalers.
Article Twenty-Seven

Discharge for Cause

An employee may be discharged immediately for cause for serious offenses when proven through the disciplinary action procedures. Offenses for which discharge is mandatory, but not limited to:

a. Misconduct on the job
b. Involvement in sexual acts, harassment or fighting on the job
c. Unauthorized use or theft of company property

d. Emotionally absent more than 15 consecutive days or more than 60 days cumulative absence in an 18 months

2. Unauthorized accumulation of another employee in the workplace during

3. Potentially damaging the company

Article Twenty-Eight

Discretionary Actions

Disciplinary measures will be taken in accordance with the gravity of the breach of duty or offenses. The following measures which are not included in other measures, can constitute a breach of duty:

1. When an employee is found to have failed his job after the guidance of an official or had committed any act of misconduct or negligence of the job, his/her shall be given a written letter of warning.

2. The first warning letter contains a statement of the organization's effort to help the employee, the expected behavior with the employee will be given a written letter of suspension.

3. If the employee fails to improve and continues to act without regard to the organization's guidance and continues to act against the organization's rules and regulations, he/she shall be given a second warning letter, which will be signed by the manager or supervisor of the department to whom the employee has been assigned. The second warning may include a suspension of up to 14 days, depending on the severity of the violation.

4. If the employee fails to improve and continue to act without regard to the organization's guidance, the employee will be given a second warning, which will be suspended for a period of not less than 14 days, and not more than 30 days. After 30 days, all previous warnings will be terminated.

5. The employee has the right to request a Union representative to be present when the written warning, and suspension are final and explained to the employee. The employee will have the right to sign written documents related to warnings and suspensions, whether or not the employee agrees and the company makes clear that the employee must sign the documents at a later date through the grievance procedure. The Union will have the right to see copies of all documents related to warnings and suspensions of a specific case.
ARTICLE THIRTY
CHILD LABOR AND PROHIBITION IN PROGRESS

The Corporation and the Union take for the better securing and maintaining of peace agree to collaborate in prevent child labor in the Corporation’s operations and to address and do everything necessary that may be determined for the purposes of this Agreement until labor shall be defined in accordance with the International Labor Organization’s Minimum Age Convention and related in years.

ARTICLE THIRTY-ONE
WAGES

The Corporation shall provide each employee with one (1) day’s pay at the rate set forth (2) months.

ARTICLE THIRTY-TWO
WAGE AND SALARY PATENT

The Corporation shall make salary and wage payments into each employee’s bank account on the Friday closest to the last day of the month for which payment is being made.

ARTICLE THIRTY-THREE
HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee comprised of six (6) representatives, three (3) from the Management and three (3) from the Union shall be established within 30 days after the signing of this Agreement. The Health and Safety Committee shall meet quarterly to address the health and safety of the employees of the Corporation and make recommendations to the Corporation. The Corporation will provide transport for every participant to the Health & Safety committee.

ARTICLE THIRTY-FOUR
DISCIPLINE

An employee who has completed the probation period without any penalty will be considered in good standing for each calendar year of three (3) years.

An employee who discontinues employment from work due to illness of any nature shall be required to present medical proof to the Employment Health and Safety Office. The employee’s health diagnosis and medical treatment must be ongoing during such period of absence.
ARTICLE THIRTY-FOUR

DEATH OF PENSIONER

1. Revised Pension rights of the Corporation's employees enrolled under this Agreement shall be adjusted in accordance with the Labor Code of China. In the National Social Security and Welfare Corporation Pension Scheme, where it is applicable, the time an employee is personnel. Pension = 100,000 personnel are to be enrolled at least four years is effective.

2. Pensioners, which do not fall under Article 23, shall be paid by the Corporation upon application of pensioner identification card. Pension rights are non-transferable.

3. The pension payment will be made in the form of:

4. Pensioners in excess of retirement pension are entitled to be non-employees of the Corporation.

5. Local government, the Corporation shall make the sole determinant of an employee's wage, retirement age officially released by the Corporation upon request, or during the time of regular service. This payment or to cover the transportation of their personal effects to further their place of residence and vehicle costs as follows:

6. When the pensioner is deceased without cause, and no beneficiary shall be reimbursed the pension paid as provided for in this article.

An employee who receives or further can assert that is to say, without the official approval of the Corporation, will not be eligible for this payment.

ARTICLE THIRTY-FIVE

TRANSFER OF EMPLOYEES

An employee may request for transfer to another position on the basis of qualifications, training, experience and capability. The employee who has been transferred shall be compensated a sum to enable them to meet the new position's pay grade.

ARTICLE THIRTY-SIX: IDENTIFICATION CARD

The Corporation shall provide each identification card to all employees. Should an employee lose their identification card within a two-year period, the replacement cost of RMB 50 will be borne by the employee. If an employee loses their card, the cost to replace it due to reasonable wear and tear, the Corporation will cover the cost of replacement of the lost identification card.
ARTICLE THIRD
SALARY INCREASES

The Corporation agrees that all employers within the company shall have access to
salary increase tables. When there is no salary table on file available, employers shall
be provided with written notice. Wage shall be awarded if determined by a reasonable rate
and scale.

ARTICLE THIRD
Policies and Procedures for Operational Sites

The Corporation agrees to provide policies, procedural operating procedures and rules for
employees of the Corporation to be observed in addition to the OSHA procedures in public
operations, health and safety, and disciplinary action throughout the Corporation. The
Union agrees to abide by the Corporation's policies with regard to health, safety, and
security rules on the Corporation's own sites, and to assist in amending the
Corporation's policies. Standard operating procedures and rules amongst the employees
covered under this Agreement.

ARTICLE FOUR
OVERTIME ALLOWANCES

The Corporation agrees to provide overtime allowances for employees when working
outside of the normal duty location and/or accommodation is available. The overtime
allowance shall be $15.00 per hour (United States dollars).

ARTICLE FIFTH
JOB CLASSIFICATION

The Corporation shall provide a job description for each employee in line with this Agreement. If an employee is hard-pressed to perform the job, the position will not be filled until the duties of the new employee in the same position can be assigned according to the new job description.

ARTICLE SIXTH
JOINT CONSULTATIVE COMMITTEE

The Corporation and the Union agree to set up a Joint Consultative Committee. The
committee shall be empowered to discuss and agree upon matters of mutual
concern, including, but not limited to, personnel policy, employee job
functions, as well as to discuss and agree upon matters of the Union and the Corporation in
such way as to encourage a spirit of cooperation and agreement. The Committee shall
meet at least once monthly. Decisions made by the Committee shall be
binding upon the parties. The Committee shall be made up of six (6) members, three (3)-each
from the Union and the Corporation.
The undersigned, in the Collective Bargaining Agreement, hereby appoint the above-named officers to the above-mentioned positions and hereby declare that all acts performed by them pursuant to the Agreement are valid and binding, and in accordance with all terms and provisions thereof, effective as of the 1st day of September, 2012.

[Signatures]

[Positions and Signatures]

[Position]

[Signatures]

[Position]
Exhibit 9: Revised Employee Handbook (Feb. 2011)
(incomplete copy)
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introduction</td>
</tr>
<tr>
<td>2. Scope, Terms, and Conditions</td>
</tr>
<tr>
<td>3. Terms of Employment &amp; Compensation, etc.</td>
</tr>
<tr>
<td>4. Compliance Policy</td>
</tr>
<tr>
<td>5. Notice &amp; Appeal Process</td>
</tr>
<tr>
<td>6. Grievance &amp; Discipline Process</td>
</tr>
<tr>
<td>7. Termination of Employment</td>
</tr>
<tr>
<td>8. Notice &amp; Appeal Process</td>
</tr>
</tbody>
</table>

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Fueling Human Rights Disasters
2. BASIC TERMS AND CONDITIONS

3.1. LETTER OF EMPLOYMENT & EMPLOYMENT CODE

a. The Company delivers a Letter of Employment and Terms of Employment and, together with
   the Handbook, offers the terms and conditions of their employment. By signing a Letter
   of Employment, an employee acknowledges that they understand these terms and
   conditions, including all parts of the Employment Handbook and these regulations.

b. Please inform and advise our legal staff any request to sign a document, confidentiality and
   non-compete agreements.

c. All other related information lists in the Message on Employment/Design and
   Information/Management/HRD in the Human Resource/HRD Department.

d. By employees have an obligation to ensure that understand the terms and conditions
   of their employment prior to signing their Letters of Employment. They may, at any time,
   request clarification from their Superiors, Department Managers, or the Human
   Resources Department. They also have the right to, at their own expense, consult a
   lawyer prior to signing their Letter of Employment.

3.2. Probation

a. Every new employee is required to serve a probationary period of three months.

b. During the probationary period, either party may terminate the employment relationship
   without notice or notice.

3.3. Service and Place of Employment

a. Each employee agrees to the assignment and duties to him as CAFS Management decide
   and transfer by time-department and require.

b. Employees only from time to time be transferred than June 2002, unless it another based
   on the work assessment by Management.

3.4. Employee may request a transfer from one location to another based on good reason and
   service to the management. If necessary, the request location. Rejection should be
   submitted in writing to the HRD Department. The company will consider and use all
   reasonable means to support in transferring within and outside of accepting from any
   location will be make known to Management's discretion.

4. In the case of long-term absence initiated by Management, notice will be served to the
   employee at least 30 days prior to the date of reporting at the new location. Notice
   notice will be given the employee in case of emergency.

5. The employer if retirement, reinstatement, for inactivity or reassignment. However, Management will assess the situation from time to time for
   possible future re-consideration.

6. Service Leave

a. The compulsory retirement age is 60 years if the employee has completed fifteen (15)
   years of continuous service, or any age after twenty five (25) years of continuous service.

b. An employee's service may be terminated beyond the age of sixty (60) by mutual
   agreement with the company.
Fueling Human Rights Disasters

Management will provide applications for voluntary retirement at the age of 55 after ten years of continuous service.

4. Employment Data
- The human resources department maintains information on each employee, including their names, addresses, telephone numbers, dates of birth, Social Security numbers, and any other information deemed necessary by Management to carry out their duties. These records are required to ensure that employees perform their jobs effectively and are in the best interest of the performance of their respective duties. Due to the management's interest in employee health and safety, in the workplace, there is a 100% adherence to all OSHA Safety Rules. Therefore, any employees who report to work without appropriate protective gear will be suspended for the day.
- All employees must sign a document issued by the warehouse manager, acknowledging receipt of any equipment or materials issued to them, on receipt of their custody.
- Employees who are issued company property are responsible for taking proper care and care necessary to prevent damage to equipment or materials issued to them. Employees are required to maintain their personal protective equipment and avoid unnecessary damage. Employees are also required to continuously maintain personal protective equipment (PPE) or damage to company equipment or materials in their custody. Failure to do so will result in immediate removal from the company and additional disciplinary action. Following management's investigation, any employee who is guilty of willfully or recklessly causing or damaging the equipment or property assigned to them or otherwise assigned to them will have the equipment removed from the employee and any disciplinary action taken, depending on the gravity of the situation. The employee may be discharged for misconduct.

5. Rules of New Employees
- All hiring of new employees must be approved by the General Manager of the Company to which the individual will be employed or another designee, as well as the BHR Manager.
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No other detailed information: refer to the Provost's or University's Employment Conditions.
Fueling Human Rights Disasters

Buchanan

1. Remuneration company equipment and premises are equipment

- Employees are required to return all tools and property upon termination and resignation. This includes, but is not limited to: equipment, computers, cellular phones, company vehicles, books, safety gear, uniforms, and company documents.

2. As a further security requirement, we will have a “Check-out Form” which will be duly signed by the supervisor and others concerned to serve as a legal document which will be submitted to the Finance Department for the return of the equipment or final payment.

3. Confidentially

- Employees shall not, during employment or at any time after their termination date, disclose any information to any person, company or other organization, any information regarding any business, or business associates and acquaintances with the Company and the business activities, affairs and business of the Company and its business contacts, trade secrets and other technical information. This includes any non-public information that is of importance to the operation of the business and the security and integrity of employees and business contacts.

- Employees shall use their best efforts to prevent disclosure of confidential information.

- All senior managers and other key staff are required to sign a Confidentiality and Non-disclosure Agreement.

4. Compensation

Total compensation comprises an employee’s base salary, as well as any other payments, such as overtime, attendance at company-sponsored events, etc., and supplementary compensation (if any) due to their employer.

5. Payment of withholding compensation

- Employees’ monthly salaries and related benefits are due and paid weekly at the end of each calendar month.

- The specific terms of an employee’s compensation are outlined in the Letter of Employment.

- Monthly pay slips are issued through a designated local bank in receipt of a direct deposit into the employee’s account. The present designated bank is FirstBank Liberia Ltd., with headquarters located at FirstBank Annex, Temple House, in Monrovia. It has two local branches, in Buchanan and the City. (see Exhibit B)

- All new employees are required to immediately open an account for their existing accounts and provide the information to the Controller through the local HR Department.

- Employees’ monthly salaries and related income will be subject to income tax and Social Security deductions as required by Liberian law and will be remitted to the Ministry of Finance and the National Social Security and Relief Corporation respectively.

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1. Bonuses

Compensation will be reviewed on an annual basis, in consultation with an employee's annual performance review, emphasizing an employee's performance against the specific objectives set for them at the time of employment.

Compensation may be increased based on management's determination of performance. However, it should not be expected on an annual basis.

Total compensation may be increased in the case of industry-based pay, potentially decreasing, at the discretion of Management and subject to an employee's overall performance.

2. Advancement

Employees are entitled to two (2) days' sickness per calendar year. The advance is not to exceed 50% of an employee's compensation and will be deducted from the employer's pay at the end of the month during which the advance is taken.

Requests for advances must be submitted to the HR Department and may take up to one week to process.

No additional advances will be permitted.

3. Leave

In general, leaves will not be granted to employees, however, in exceptional circumstances and only for bona fide reasons, Management may consider granting, small, short leave of up to more than 1.5 times an employee's monthly compensation paid each year in period of three months.

No claim between employees are to be made at the workplace.

4. Expenses

Employees will be provided with the tools and equipment necessary to carry out their duties. They should not incur personal costs in the course of doing business and should not expect to be reimbursed for any additional costs.

Where an employee incurs costs in the course of doing business, Management may, at its discretion and with prior written approval from a Manager, authorize or make financial decisions, cover such approved costs through up-front payment or reimbursement to the employee.

All expenses must be reimbursed upon an employee's return to the same location and for the full amount of the pre-approved expenditure. The Financial & Accounting Department. The Director who has approved the expenditure on an expense report prior to reimbursement.

If an employee incurs an advance for planned expenses and does not supply the Financial & Accounting Department with a full accounting of the use of funds, including official receipts for the full amount of the pre-approved expenditure, the Financial & Accounting Department must stop all or an expense report prior to reimbursement.

The full amount of the advance will be deducted from the employee's monthly compensation.
Fueling Human Rights Disasters

1. Tripel Exclusion
   a. All fees must be pre-approved in writing by an employee’s Department Manager.
   b. Employees must be reimbursed within their normal place of work overnight and either be provided with meals and accommodation or receive a per diem of $200 per day to cover the cost of travel, accommodation, and any other expenses incurred.
   c. Management will arrange a standard set of per diems for locations based on the risk to which travel is exposed.

2. Working Hours
   a. Standard working hours are 40 hours of work performed within a week of the 39 working days (Monday to Thursday).
   b. Normal working hours are 8:00 a.m. to 5:00 p.m. on weekdays with a half day on Friday, and 9:00 a.m. to 12:00 noon on Saturday. However, working hours for specific categories of employees may vary depending on their role within the organization and the production schedule in general, including security, drivers, agricultural workers, etc. Each department manager, with approval from the Company Manager, will declare the specific hours of operation for their department. Each employee’s normal working hours will be defined by their supervisor.
   c. Employees will receive a 30 minute paid lunch break when working over 8 hours in a day.

3. Punctuality
   a. Employees are required to report to work at the time defined above. However, for small agricultural and other categories of workers, such employees shall report to work based on the schedule defined by their supervisor. Violation of punctuality will be subject to verbal warning, followed by a written warning. Disciplinary action will be taken against employees who are persistently late and/or who are unable to perform their duties when required.

4. Overtime Payments
   a. Compensation for employees in management, senior staff, and professional positions, who are those that their job requires extra hours of work, is defined as overtime work. Overtime work is defined as compensation by agreement, and all employees are entitled to compensation for overtime work.
   b. Employees other than Managers, senior staff, and professionals are, according to the Labor Law, entitled to compensation for overtime worked.
   c. An employee’s eligibility for compensation for overtime will be defined in their Contract of Employment.
   d. Compensation for overtime will only be paid to employees if that overtime was pre-planned in writing by their Department Manager and the Operations Manager or their designate.
   e. Payment for approved overtime will be included in an employee’s monthly payment, as per their Letter of Employment.
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Fueling Human Rights Disasters

1. Once approved, paid leave with pay the employee shall be entitled to, pay as follows:
   - 20 days working days per year after the first, second and third years of continuous service.
   - 30 days working days per year after the fourth year of continuous service.
   - The granting of paid leave in addition to the maximum period described above shall be at the discretion of HR.

2. Compassionate leave
   - Employees are entitled to three (3) days of paid compassionate leave for the death of an immediate family member (parent, sibling, spouse or child) or for further marriage.
   - In order to take compassionate leave, employees shall provide HR with (1) a letter detailing the name of the deceased person and their relationship, the place and date of death, and (2) a signed request given to the marriage custodian and an official marriage certificate after the marriage ceremony.

3. Maternity leave
   - A female employee who has completed her probationary period is entitled to 3 months of maternity leave with full pay. To avoid any material complications, female employees are strongly encouraged to see their doctors regularly. The employee is required to present a medical certificate indicating the expected date of delivery, following which she is discouraged to take the maternity leave at least one (1) week before the date of delivery.

4. Leave of absence
   - A voluntary, long-term leave of absence without pay may be granted to employees for educational or personal purposes at management's discretion. Any employee who intends to exercise this privilege is required to submit a written application at least thirty (30) days in advance.

5. Unexplained absence
   - Unexplained absences will automatically not be tolerated and are subject to both pay cut for a minimum of one (1) day and a letter of warning. Also, an employee shall not have further unexplained absences during working hours without written permission from further superior.
   - Any employee who is absent from work without permission will be subject to a pay cut and shall be considered for termination.

   - Any employee who is absent from work without permission for maximum two (2) consecutive weekdays or up to a maximum of twenty (20) working days within six (6) months period will be regarded as having voluntarily resigned and/or abandoned their employment with BMD.
2.4. Training and Employee Development

a. Onboarding
   - New employees are to be oriented in the Treasury and Finance Department and Department Managers will conduct individual training for new employees, which will include completing a job description, reviewing requirements, training, and understanding the Employee Handbook, ensuring the site, and an introduction to health and safety procedures.
   - New employees will receive on-the-job training from their Supervisor and Department Heads.

   • Additional on-the-job training will be provided as needed.
   • Health and safety training will be provided on a regular basis and enforced on the job.
   • If employees do not feel they have adequate knowledge or experience to carry out a task assigned to them, they must notify their supervisor. Supervisors will determine whether additional training should be provided or whether to reassign the task.

b. Training courses and educational degrees
   - Employees may be provided with opportunities to participate in educational training and educational courses. Participation in all such courses must be approved by management in advance.

c. Employee Appraisal
   - Managers will appraise employee performance after completion of the probationary period, as well as during the Company’s annual review period. If deemed appropriate, interim reviews may be undertaken throughout the year.
   - Performance will be appraised against defined objectives and expectations.
   - During the appraisal, the employee and their Supervisor or Manager will set objectives for the following year.
   - The results of the appraisal will be discussed with the employee and kept on file in the employee's employment file.

   - If an employee's performance is not meeting the company's expectations, the employee will be notified verbally at first. The employee, their Supervisor, their Department Manager, their Human Resources Manager, and the employee will work together to identify any issues. If the employee's performance does not improve, a formal warning letter should be sent.

   - The employee will be given a written notice detailing the actions that must be taken by the employee to improve their performance, as well as a time frame within which such improvements should be made.

   - If the employee's performance does not improve within the defined time frame, the employee will be given a written notice stating the actions that must be taken by the employee to improve their performance, as well as a time frame within which such improvements should be made.

   - If the employee's performance does not improve in response to the written warning, the employee's employment may be terminated.

   - At any time throughout this process, the employee may consult with their Supervisor. Department Manager or the HR Department for guidance on how to improve their performance to meet expectations.
2.11 **Additional Benefits**

Employees may be entitled to benefits. If eligible, an employee may be entitled to the following:
- Benefits will be assessed according to the Employee's position and length of service.
- Benefits will be assessed according to the Employee's position and length of service.
- Benefits will be assessed according to the Employee's position and length of service.
- Benefits will be assessed according to the Employee's position and length of service.
- The Employee will be entitled to the following benefits:
  - Health care
  - Dental care
  - Vision care
  - Life insurance
  - Disability insurance
  - Retirement benefits
  - Vacation
  - Sick pay
  - Maternity/paternity leave

**Death Benefits**

In the event of an employee's death, the following benefits shall be provided:
- A death benefit of $50,000 shall be paid to the Employee's beneficiaries.
- A death benefit of $50,000 shall be paid to the Employee's beneficiaries.
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**Sick Leave**

- Three (3) days of sick leave per year are provided.
- Each additional day beyond the first is paid.
- The maximum number of sick days per year is 10 days.

**Retirement Benefits**

1. Retirement benefits of the Employee's position shall be determined as follows:
   - Retirement benefits shall be determined as follows:
   - Retirement benefits shall be determined as follows:
   - Retirement benefits shall be determined as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>$100,000</td>
<td>5%</td>
</tr>
<tr>
<td>10 years</td>
<td>$150,000</td>
<td>5%</td>
</tr>
</tbody>
</table>

**Deductions and Withholding**

- The Employee's position shall be determined as follows:
  - Employee's position shall be determined as follows:
  - Employee's position shall be determined as follows:
  - Employee's position shall be determined as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
<th>Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>$100,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>10 years</td>
<td>$150,000</td>
<td>$7,500</td>
</tr>
</tbody>
</table>
3. Operating Principles and Guidelines

3.01 Health, Safety and Security

a. Principles

- IAM recognizes its responsibility for providing a safe and healthy working environment for all its employees and will continue to ensure prevent any health and safety violations.
- Employees are responsible for following the company’s health and safety practices, and for taking reasonable steps to maintain and improve the health and safety of themselves and others. Furthermore, each employee has a duty to ensure that the health and safety measures are implemented.
- Health & Safety Training and education:
  All employees have a duty to:
- Learn and follow the health and safety rules and regulations, and in particular to:
  - Use personal protective equipment when required.
  - Wear non-slip shoes and maintain a clean, healthy environment.
  - Report all incidents that have occurred, or may lead to injury or accidents.

- Field the cause of accidents and help to prevent further accidents from happening. Report any breaches of the health and safety guidelines, or of how to operate in a specific situation.
Fueling Human Rights Disasters
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Fueling Human Rights Disasters

6. Discrimination

1. The company will make every effort to ensure that individuals are treated equally.

2. Any individual who feels that they are the victim of discrimination, or believe that they have experienced it, should contact the Department Manager or Human Resources Manager.

3. Any attempts made to harass, intimidate, or discriminate against another member of staff will be subject to disciplinary action.

7. Non-discrimination

4. This company is committed to a zero tolerance policy regarding all forms of harassment and maltreatment, including sexual harassment and harassment based on race, national or ethnic origin, gender, sexual orientation, age, physical or mental disability.

5. The company prohibits all forms of harassment, including verbal harassment, harassment in the workplace, and harassment in the workplace.

6. Sexual harassment may include, but is not limited to, unwelcome sexual advances, requests for sexual favors or other physical contact.

7. Sexual harassment may include, but is not limited to, unwelcome sexual advances, requests for sexual favors or other physical contact.

8. Employees who are aware of harassment should contact their Department Manager or the Human Resources Manager or another designated individual.

9. The company will take all necessary steps to ensure that complaints are handled fairly and promptly.

4. DISCIPLINARY PROCEDURES

A. Dismissal

The standard disciplinary procedure is as follows:

1. Verbal or Written Warning

2. Written Warning with possible suspension

3. Pay scale or restrictions for minor or damaged company property

4. Dismissal

Whenever cases of serious breach of duty occur, those in section 6.14 may lead to immediate suspension or dismissal.
4.11. Assistance for the Disciplinary Procedure

Employees

- All employees have an obligation to ensure they are aware of the terms of their employment, as well as the standards of performance, actions and behavior expected of them. Employees should address any questions to their managers or to the HR Department.
- Employees will receive a verbal or written explanation of the reason for any disciplinary action taken.
- Employees have the right to have a fellow employee accompanying them throughout the disciplinary procedure.

Managers must ensure that:

- Their employees are aware of the terms of their employment, as well as the standards of performance, actions and behavior expected of them.
- Any disciplinary action follows careful investigation of the facts.
- Any disciplinary action is undertaken in a fair and consistent manner.
- The Human Resources Manager or his/her designate is informed when formal disciplinary action is taken in the form of a verbal or written warning, a suspension or a dismissal.
- Written warnings, demotions and dismissals are signed off by the Department Manager and the Human Resources Manager or his/her designate.

- All written warnings will be filed in an employee's personnel file and will be considered valid for 12 months following the date of the warning.

4.12. Examples of Misconduct

Specific actions and offenses that lead to disciplinary action will vary depending on the nature of the employee's work. However, some basic examples of misconduct are outlined below to act as guidance.

- Examples of serious breaches of duty
  - Behavior which may lead to immediate dismissal includes, but is not limited to:
    a. Gross negligence or misconduct.
    b. Serious offenses against the obligations under an employee's contract.
    c. Lack of skill or inefficiency which prevent an employee from fulfilling their duties.
    d. Unprovoked assault or threatening behavior.
    e. Misappropriation of money, material, background or skills.
    f. Grossly inexcusable or immoral behavior, including acts of unlawful discrimination or sexual acts of harassment.
    g. Work related insubordination.
    h. Criminal offenses, including acts of dishonesty.
    i. Sleeping on the job.
    j. Disrespect or intimidation at work, especially while operating equipment or while acting on behalf of the company.
Fueling Human Rights Disasters

1. Using or possessing illegal or dangerous substances on company premises.
2. Unauthorized entry, loitering, tampering, or unauthorized use of company or equipment.
3. Causing harm to employees or for having misconduct issues in the company.
4. Absence for more than three consecutive days or more than ninety days or been absent for an unexplained absence authorization.
5. Intimidation or retaliation of any kind, involving threats, harassment, abuse, sexual harassment, discrimination, etc., in response to you or any fellow employee.
6. Interfering with work on company premises during working hours or while acting on behalf of the company.
7. Taking or contributing to the company.
8. Altering or misleading information or making the confidentiality about issues raised in Section 3.2.
9. Taking part in activities which result in adverse publicity against the company name and legitimate or which are likely to damage the employee's integrity.
10. Breach of the health and safety rules, which endanger the lives of employees or any other person.
11. Discrimination or harassment or continuing refusal to carry out legitimate instructions.
12. Unjustified absence or unexplained absence of an employee.
13. Lying or covering up an omission.

(employees suspected of a criminal offense will be referred to the police and discontinued in any police investigations. Employees convicted of a criminal offense will be dismissed from the company and if the offense is a criminal offense, the individual is not insured to:)

a. Possession or sale of illegal drugs.
14. Falsifying or altering documents.
15. Theft or unauthorized possession of money, property or information, whether it belongs to the company, another employee or a third party.
16. Theft or unauthorized possession of company property, or any property on company premises.
17. Physical or sexual assault.

2. Examples unsatisfactory conduct and misconduct

(behaviors for which disciplinary action will be taken will be listed below, but as noted to:)

a. Failure to abide by the general health and safety rules and procedures.
18. Smoking in non-smoking areas.
19. Use of alcohol on company premises, or company premises in a way that causes a harmful effect.
20. Consumption of alcohol on any company premises.
22. Not being prepared for work.
23. Interfering on the job.
24. Unsatisfactory standards or output of work.

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April 30, 2009

DEAR EMPLOYEES,

1. I UNDERSTAND THAT THE COMPANY DID NOT RENEW CONTRACTS IN JANUARY AND THAT THIS HAS CAUSED CONFUSION AND UNCERTAINTY ABOUT EMPLOYEE STATUS.

I HAD HOPED THAT I WOULD BE ABLE TO GET THIS FIXED BY TODAY, APRIL 30, TO THE POINT WHERE WE COULD CLARIFY YOUR STATUS FOR EACH OF YOU. UNFORTUNATELY I HAVE NOT BEEN ABLE TO GET IT DONE YET.

I APOLOGIZE FOR THIS DELAY. I APPRECIATE THAT IT IS AN IMPORTANT ISSUE TO RESOLVE. I WILL COMMIT TO HAVING THIS ISSUE FULLY RESOLVED, WITH PROPER DOCUMENTS PREPARED, BY MAY 30, THE LATEST.

2. ON SATURDAY WE EXPECT THE ARRIVAL OF OUR SECOND SHIP TO TAKE WOODCHIPS AWAY TO OUR CUSTOMER IN ITALY. PLEASE PRAY FOR THE ROSE TO STAY AWAY.

I THINK IT IS IMPORTANT FOR EVERY EMPLOYEE TO KNOW WHY WE ARE IN BUSINESS AND UNDERSTAND WHAT WE ARE HERE TO DO. WE ARE GOING TO SCHEDULE A VISIT TO THE PORT ON MONDAY OR TUESDAY, FOR EVERY DEPARTMENT, SO YOU CAN SEE THE SHIP BEING LOADED WITH OUR WOODCHIPS.

Thanks,

Joel
Exhibit 11: Environmental Certificate
13. Synthetic Transferability
   3. The extent to which...

14. 5-Year Period

   "The certificate is issued to...

   Note: The certificate is issued to...

   Signed by [Signature], Deputy Director of the..."
A. Past Attempts

All three groups of Complainants made multiple attempts to resolve many of the above issues during the period of BR’s operations in Liberia, without achieving significant or lasting improvements.

1. Farmers from Grand Bassa County

Smallholder farmers have made numerous attempts to resolve their disputes with BR, both on the ground and through the efforts of national and international advocacy groups. After farmers in Grand Bassa County organized themselves into the BRE Affected Farmers Union in June 2011, they began regular meetings with both BR and FarmBuilders, with the goal of resolving the problems described in this Complaint. Simultaneous advocacy by SOMO and Green Advocates International on behalf of these farmers, which involved documenting problems, engaging with BR and ultimately publishing findings regarding BR’s abuses in a report called *Burning Rubber*, was also aimed at resolving these issues. As a result of these efforts, some problems were addressed and, for a time, BR began to do more maintenance on the smallholders’ farms. All such efforts abruptly came to a halt, however, when BR decided to unilaterally terminate contracts with farmers in mid to late 2012. Since that time, and as described in more detail above, farmers have had little to no contact with BR and the problems continue.

2. Charcoalers

NACUL began engaging with BR on behalf of charcoal producers in 2007. The MOU signed between NACUL and BR documented the Union’s attempts to avoid or mitigate any impacts of BR’s operations on charcoal producers. Such attempts were largely unsuccessful, however, because the MOU was never implemented. Additionally, charcoal producers from Freeman Reserve attempted to resolve disputes both through NACUL and by raising issues with field managers and someone in BR’s public relations department. Finally, SOMO and Green Advocates International’s advocacy efforts were also aimed at resolving the issues faced by these charcoalers, but were largely unsuccessful in that regard.

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454 See *Burning Rubber*, supra note 20.
455 Interviews with charcoal producers, supra note 163.
456 See *Burning Rubber*, supra note 20.
3. Workers

Individual workers made various attempts to resolve their problems by requesting training, adequate protective gear, and clean water, among other things, and by complaining to their supervisors about abusive situations. Some workers, however, reported that they had to bribe supervisors in order to get them to act on complaints and that complaints sometimes led to retribution. Collectively, workers attempted to resolve problems with BR through the negotiation of the CBA. However, many workers were dissatisfied with the results of the final CBA, and its provisions were not fully implemented.

B. Recent Attempts

Since early 2013, an international coalition of groups have made additional attempts to engage with relevant stakeholders in order to address problems faced by the farmers, charcoalers and workers negatively impacted by BR’s activities and abrupt departure from Liberia.

1. Attempts to Engage OPIC

In early February 2013, Accountability Counsel emailed OPIC’s President and CEO in an attempt to set up a phone call to discuss urgent action that OPIC could take to stop acute harm related to the OPIC-supported activities of Buchanan Renewables. Accountability Counsel repeatedly followed up for over a month, without receiving a substantive response.

Eventually, OPIC’s Chief of Staff responded, stating that OPIC had brought the concerns raised in Accountability Counsel’s email to the attention of the U.S. Embassy in Monrovia, but that OPIC no longer had a contractual relationship with BR. He also mentioned that OPIC had engaged with BR to ensure that severance packages and other issues related to the retrenchment process aligned with international standards and Performance Standard 2, but failed to address any of the livelihood concerns that Accountability Counsel had raised regarding smallholder farmers and charcoalers.

No one from OPIC expressed any interest in following up on the case until November 2013, when OPIC’s Chief of Staff met with Accountability Counsel, following a meeting between Accountability Counsel and the Director of OPIC’s Office of Accountability. At that time, OPIC expressed an interest in privately exploring remedy for harm cased by the project. In an effort to work collaboratively with OPIC, Accountability Counsel submitted a proposal for a process moving forward and also provided OPIC with a draft of this Complaint. However, after two months and numerous attempts by Accountability Counsel to engage with OPIC on behalf

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457 Email from Natalie Bridgeman Fields to Elizabeth Littlefield (Feb. 8, 2013) (on file with Accountability Counsel).
458 Email from John Morton to Alfred Brownell, Francis Collee, Natalie Bridgman Fields and Sarah Singh (Mar. 11, 2013) (on file with Accountability Counsel).
on Complainants, this private dialogue did not result in any commitment from OPIC to engage in a process for discussing remedy.

2. Meeting with U.S. Embassy in Monrovia

Following up on the suggestion of OPIC’s Chief of Staff, Accountability Counsel met with U.S. Embassy staff in Monrovia on April 8, 2013. After hearing a description of the problems with BR and the harm caused, the Embassy official said that the complaint was not surprising given Liberia’s difficult business environment and offered to review the Complaint when it was completed.

3. Attempts to Engage FarmBuilders

In mid-February 2013, Accountability Counsel reached out to Brian Caouette, former President of FarmBuilders, in an attempt to discuss complaints with him and find out who in Liberia might be able to provide livelihood assistance to smallholder farmers who were struggling as a result of BR’s and FarmBuilder’s project. Mr. Caouette called claims that farmers were struggling as a result of the project “absurd” and “drivel,” refusing to engage in a conversation.459

4. Publication of Cut and Run

In mid-March 2013, SOMO, Swedwatch and Green Advocates International published Cut and Run,460 an update to the 2011 report Burning Rubber. Like the first report, Cut and Run documented BR’s continuing impacts on smallholder farmers in Grand Bassa County and charcoalers from Freeman Reserve. Like the earlier report, Cut and Run was circulated to stakeholders, including BR, for review prior to its publication. Cut and Run has been used in advocacy aimed at addressing the problems faced by farmers and charcoalers as a result of BR’s activities in Liberia, but has not led to any concrete changes on the ground.

5. Attempts to Engage the McCall MacBain Foundation

Also in mid-March 2013, Accountability Counsel began trying to get in touch with the McCall MacBain Foundation,461 in the hopes of engaging about how to remedy the harm related to BR’s activities in Liberia. In response to these efforts, Accountability Counsel received a

459 Communications between Natalie Bridgeman Fields and Brian Caouette (Feb. 11-14, 2013) (on file with Accountability Counsel).
460 See Cut and Run, supra note 52.
461 The BR Employee Handbook identified the McCall MacBain Foundation as an affiliate of BR’s majority owner, Pamoja Capital, and indicated that the Foundation was investing a portion of BR’s profits in health, education and other projects in Liberia. Exhibit 7, Employee Handbook at § 1; Exhibit 9, Revised Employee Handbook at § 1.
letter in early April from the Chairman of the McCall MacBain Foundation, as well as a letter from Don Durand of Buchanan Renewables. Both letters asserted that BR’s impact on Liberia had been largely beneficial and denied that BR had caused the type or degree of harm documented in this Complaint. Accountability Counsel responded by reiterating the goal of engaging in productive dialogue aimed at remedying harm to the Liberians impacted by BR’s operations in—and subsequent exit from—Liberia. The Foundation Chairman responded, saying that he saw no benefit to continued conversation or dialogue, as the letter from Don Durand had included all relevant facts.

After further attempts to get in touch with John McCall MacBain directly, he agreed to speak with Accountability Counsel. In early June 2013, Accountability Counsel had a phone conversation with John McCall MacBain to describe some of the harm related to his investment in Buchanan Renewables. He expressed a tentative willingness to consider remedying the harm, but then failed to respond to Accountability Counsel’s repeated attempts over the next several months to follow up.

6. BR’s Communications with Farmers

In late March 2013, BR sent three mid-level employees to talk to some of the farmers. Although BR knew the farmers’ economic condition when they terminated the agreements, the BR employees acted as if they had not been aware of the farmers’ struggles. They said that the farmers should have come to them for help. Because the farmers felt that BR had previously lied to them and coerced them into signing agreements, the farmers told the BR representatives that they would only meet with them in the presence of Green Advocates International. To date, BR has not attempted to set up such a meeting.

7. BR’s Communications with NACUL

After the publication of Cut and Run, a BR Public Relations Officer named Momolu Varney called George Weaymie, President of NACUL, and asked for a meeting. NACUL and Mr. Varney met twice, once in late March and another time in April 2013, to discuss the Cut and Run report and Accountability Counsel’s work in Liberia. Mr. Varney was particularly interested in the source behind allegations in Cut and Run that BR employees had charged charcoalers for wood left behind on the Firestone plantation. NACUL replied that numerous charcoalers had

462 Letter from the Honourable Donald J. Johnston to Natalie Bridgeman Fields (Apr. 2, 2013) (on file with Accountability Counsel).
463 Letter from Don Durand to Natalie Bridgeman Fields (Mar. 31, 2013) (on file with Accountability Counsel).
464 Email from Natalie Bridgeman Fields to the Honourable Donald J. Johnston (Apr. 4, 2013) (on file with Accountability Counsel).
465 Email from the Honourable Donald J. Johnston to Natalie Bridgeman Fields (Apr. 7, 2013) (on file with Accountability Counsel).
466 Email from John McCall MacBain to Sarah Singh (Jun. 3, 2013) (on file with Accountability Counsel).
467 Interviews with George Z. Weaymie and Richard T. A. Dorbor, supra note 145.
made these complaints. Mr. Varney informed NACUL that BR had been working on a deal to sell its operations to a company called Gulf Renewables, which would not export the woodchips, but would instead use them to fuel a domestic power plant in Liberia. Mr. Varney added that BR still had employees “on the ground” in Liberia and might remain in Liberia until June 2013. Mr. Varney did not address mitigation, livelihood support, or remedy for charcoalers harmed by BR employees.

468 Id.
469 Id.
470 Id.