Final Report
Assisting Danzer and Siforco in Meeting Their Obligations towards the Communities of Bumba

swisspeace, 6.11.2013

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1 Executive Summary

On 21 May 2013 the Danzer group was disassociated from the Forest Stewardship Council (FSC).

According to the FSC’s Complaints Panel, Danzer’s former subsidiary Siforco had not duly complied with its principles in the so-called Yalisika case. There, during the night from 1 to 2 May, 2011, a combined police / military unit of the DRC had taken action against local people who looted property belonging to Siforco and obstructed company activities. According to a Greenpeace report, one person got killed and several women were raped during this action. The FSC did not say that Danzer was directly responsible for these alleged human rights violations, however, it felt obliged to take this measure in order to safeguard FSC’s reputation.

Danzer’s exclusion from the FSC is not final but re-association is dependent upon two requirements. First, the company must fulfill all its social obligations towards the community of Yalisika based on the previous contracts and the so called “cahiers des charges” (obligations tied to the license of harvesting timber). Second, Danzer has to introduce robust conflict avoidance and resolution mechanisms to prevent Yalisika-like incidents in the future. Swisspeace was mandated by Danzer to give advice and support to the company in this process. The present report discusses the first requirement for re-association, i.e. if and to what extent Danzer / Siforco have lived up to the social promises made towards Yalisika and the other communities in Bumba.

Siforco had struck a compromise agreement with the local representatives only a couple of days prior to the FSC’s decision. On 14 / 15 May, 2013 the Siforco management and all the relevant stakeholders on the community, sector, and regional level had agreed that Siforco in order to fulfill its social obligations towards the communities in Bumba must build five schools and five medical centers at construction sites determined by the communities themselves. Unlike stipulated in the original 2005 agreement, however, Siforco would not construct the buildings itself but the local population would take on this task. The existence of such an agreement, which was signed by a great number of local and regional representatives, implicated that – unlike suggested in the FSC ruling - mediation between the parties involved was no longer required. Hence, in accordance with Danzer and the FSC the assignment of swisspeace was reframed to the effect that the 14 / 15 May agreement and both its genesis and implementation should be analyzed in light of conflict sensitivity and “Free Prior and Informed Consent” (FPIC) criteria. To this end, a desk study and two field missions were undertaken between July and early October, 2013.

The major findings of swisspeace’s analysis are as follows:

1. Even though from a FPIC perspective the 14 / 15 May agreement between the communities in Bumba and Siforco shows certain deficits, under the given circumstances it represents a good compromise between the parties involved. The decisive question is not if the agreement literally lives up to FPIC standards but if the process of its implementation respects the spirit of the FPIC notion. After having talked to most of the stakeholders, we believe that this is the case.

2. So far the process of implementing the agreement is well under way as on the one hand Siforco has fulfilled all contractual obligations in a timely manner and both Danzer and Siforco are

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1 Yalisika is a so called “Groupement”, an administrative entity comprised of several villages, situated in the territory of Bumba, Equateur Province, in the Democratic Republic of Congo. The incident happened in the village of Bosanga.
determined to bring this process to a successful end. On the other hand the communities themselves have started to build the schools and medical centers of which some are already well advanced.

3. Nevertheless, there is the danger that without additional outside support the communities will not succeed in completing the buildings: Firstly, it might turn out that the quantity of construction material is insufficient, not because Siforco did not deliver enough but because too much got lost on the way to the construction sites because it was diverted by community members or others. Secondly, and potentially even more detrimental, the “Chefs des Groupements” could come under increased pressure from their constituencies. The problem is the erroneous but widespread assumption among the villagers that the “Chefs” had received huge amounts of money from Siforco which they now did not want to share with their fellow citizens.

We therefore recommend to Danzer / Siforco to take the following actions:

> First, to put in place a Standing Advisory Body that assists those local individuals and committees who are responsible for the construction of the buildings and the surveillance of their proper implementation. The tasks of this body will be to (a) provide expert advice to the construction committees with regard to questions related to construction issues; (b) give advice to the “Chefs des Groupements” in communication matters in order to ensure full transparency of the process; (c) mediate, if necessary, between the “Chefs des Groupements” and the Construction Committees as well as between them and the broader population; (d) encourage and empower the “Administrateur du Territoire” and the “Chefs de Secteur” to exercise their responsibilities; (e) specify the exact date of the disbursement of the second and third installment of the cash contribution. This Standing Advisory Body should be comprised of a construction expert and two experts with the necessary communication and mediation skills. As the title suggests, it would be permanently operational until completion of the buildings.

> Second, to create a fund for particular hardship cases. Expenditures thereof shall be for items and services only as are essential for the completion of the schools and medical centers (e.g. contributions to compensate increased transportation costs, purchase or rental of brick-machines in case of defects, supply of additional small quantities of construction materials such as cement and wood, etc.). It is envisaged that the leader of the Standing Advisory Body makes a request for such funds to Siforco. The concrete details of the procedural steps involved are about to be defined.

> Third, to cover expenses necessary to ensure that the “Comité de Suivi” is able to fulfill its duties. This most notably applies to the purchase of gasoline and the provision of moderate daily spending allowances for the “Chefs de Secteur” and the “Administrateur du Territoire”.

> Fourth, to financially reward all communities that complete their buildings.

> Fifth, to finish the uncompleted school in Yabia (groupement Yambongo, Secteur Loeka). While this school is not an object of the 14 / 15 May, 2013 agreement, we believe that it would be advisable to complete the building which only lacks the doors, windows and the desks. Sure enough, Siforco has already provided the missing components but people are not aware that the material was misappropriated. For them it is Siforco that fails to live up to its promises which causes unnecessary resentments.

There is of course no absolute guarantee that implementing these recommendations will ensure the completion of the five schools and medical centers according to the 14 / 15 May, 2013 agreement between the communities in Bumba and Siforco. It is most likely though that if one does not take these measures, the process will fail.
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2 Map of the Territory of Bumba
3 Context

On 21 May 2013 the Danzer group was disassociated from the Forest Stewardship Council (FSC) and hence lost its right to use the FSC label. The decision was taken following the FSC Complaints Panel's assessment that Danzer and its former subsidiary Siforco had not duly complied with FSC principles and other human rights standards in the so-called Yalisika case. In Yalisika, during the night from 1 to 2 May, 2011, a combined police / military unit took action against local people who looted property belonging to Siforco and obstructed company activities. According to a Greenpeace report, one person got killed and several women were raped during the action.

The members of the panel concluded that while Danzer / Siforco was not directly responsible for the acts of violence committed at Yalisika, the companies were indirectly to blame for the escalation of the conflict between the local populace and security forces. First of all since the company failed to live up to certain contractual commitments towards the local communities, which led to widespread discontent and finally triggered unlawful behavior on part of the people of Yalisika. Second, instead of entering in a dialogue with the people of Yalisika, Siforco had recourse to the authorities to settle their dispute. Finally, the Panel criticized that the company assisted the security forces in their action at Yalisika by making a vehicle available to them and covering the cost of food. The Panel gave credit to Danzer that the requisition of vehicles by state authorities is common practice in DRC and therefore concluded that mitigating circumstances would have to be taken into account. Nevertheless, the FSC felt obliged to take the measure of disassociation in order to protect its reputation.

Danzer’s exclusion from the FSC is not final but re-association is dependent upon three requirements:

1. “That Danzer Group has performed fully on the obligations the company promised to the people at Yalisika, which may include the construction of a school and health center, and construction of a road. The precise nature of the requirements will be determined by negotiations between stakeholders in the community and Danzer, mediated by an independent social development organization approved by the FSC Secretariat. Danzer must cover all costs of the activities resulting from the mediation, as well as the costs of the independent mediator.

2. That the Danzer Group has created and implemented new, robust conflict avoidance and conflict resolution procedures to prevent conflicts of the sort that occurred in and around Yalisika, taking into account FSC Guidance on Free, Prior and Informed Consent.

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2 Since 28 February 2012, Siforco is no longer owned by the Danzer Group and, on 6 March 2012, Siforco ceased to be FSC certified.

3 The incident happened in the village of Bosanga which belongs to the community of Yalisika in the Bumba-Equateur province of the Democratic Republic of Congo.

4 Stolen future - conflicts and logging in Congo’s rainforests – the case of Danzer (http://www.greenpeace.org/international/Global/international/publications/forests/2011). While the greenpeace report unilaterally blamed Danzer / Siforco for the incident, an impartial investigation organized by the DRC Ministry for the Environment, Conservation of Nature and Tourism and supported by the World Wildlife Fund (WWF) was more cautious with regard to the interpretation of the event and came to a more nuanced conclusion. The authors of the "Rapport de mission d'investigation sur le conflit entre la Siforco et la communauté locale de Yalisika effectuée dans le territoire de Bumba" saw all actors involved (the "administrateur du territoire", the army, Siforco, and the local population) at fault. It is, however, difficult to assess what exactly happened on 2 May 2011 in Bosanga and not our task to pass a judgment on the event.
3. That the Danzer Group has had its progress toward these goals verified by a third-party organization approved by the FSC Secretariat and paid for by Danzer. "5

When asked by the management about supporting Danzer / Siforco in meeting these requirements, swisspeace agreed to do so and its Business & Peace team subsequently drafted a road map on how to proceed. We foresaw a three step approach which consisted of:

1. Monitoring the negotiation process between Danzer / Siforco and the communities of Bumba in defining the social services which the companies had to provide and mediating between the stakeholders if needed.

2. Executing a conflict sensitivity assessment of Danzer’s engagement in the Congo basin in order to improve the company’s conflict resolution mechanisms,

3. Develop a conflict manual which will provide guidance for Danzer in conflict matters not only in West Africa but wherever the company operates.  6

However, since Danzer / Siforco and the community of Yalisika had already reached an agreement regarding the social services to be provided, the FSC’s first requirement for re-association had become obsolete. 7 As a consequence, there was neither a need for swisspeace to monitor the negotiation process nor to mediate between the stakeholders involved. In addition, Danzer /Siforco had decided on their own to not only include Yalisika in this process but also the other villages as agreed in the original cahier des charges.

Danzer and swisspeace therefore adapted the original plan with regard to step 1. Instead of monitoring the negotiation process between Danzer / Siforco and the community of Yalisika, we analyzed the 14 / 15 May agreement and its implementation from a conflict sensitivity perspective in order to point out to the Danzer / Siforco management which elements of the agreement were potentially problematic and could, if not taken care of, result in conflicts between the companies and the communities or within the communities themselves. We then provided on-going advice to Danzer / Siforco in the course of the implementation of the said agreement.

The present report deals exclusively with this first step of our assignment. It analyzes the 14 / 15 May agreement and its implementation up to now, i.e. 15 October, 2013. The other deliverables, the conflict sensitivity assessment done in Danzer’s Congo-Brazzaville site of operation and the conflict prevention and mitigation manual will be made available to Danzer according to the schedule defined in the contract.

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6 See the contract between Danzer and swisspeace for details (annex 1).
7 Incidentally, the agreement between Danzer and the community of Yalisika and the other communities in Bumba (Yambila, Yambuku, Mobenza, Bondunga and Auma from the Yandongi Sector and the Bosanga and East Bosambi associations from the Loeka sector) was signed only a couple of days before the FSC’s decision to disassociate from Danzer (see annex 2). We are aware that Greenpeace and Global Witness deny the legal conformity of this agreement based mainly on the arguments that (a) the document does not “constitute a notarized contract nor even a Memorandum of Understanding", and (b) that there was no independent mediator present at the negotiations that led to the agreement (Letter of 19 September, 2013 addressed to Danzer / Siforco). We find it difficult to follow this legalist line of argumentation since the document obviously expresses the stakeholders’ mutual decision to strike a compromise with regard to the issues at stake. This is confirmed by the fact that it was signed by all relevant politico-administrative decision makers and civil society representatives who were given enough time to consult with judicial experts in advance or during the negotiations (see pp. 10-13 for more details).
4 Methodological approach

In order to assist Danzer / Siforco in meeting their social obligations towards the communities in Bumba, swisspeace chose the following methodological approach:

1. Analyze the May 14 / 15 agreement and its genesis in light of conflict sensitivity and the Free and Prior Informed Consent (FPIC) criteria. To this end, an initial desk study was undertaken by Heinz Krummenacher from swisspeace with the support of Frédéric Kama-Kama, an expert of the Democratic Republic of Congo with in-depth knowledge in the field of conflict prevention and conflict sensitivity.

2. Undertake two field missions in order to clarify how the people in the communities perceived the May 14 / 15 agreement and its implementation. The first mission was carried out by two independent local consultants, Michel Gala and Jean Robert Bowela, who both are very familiar with the socio-economic situation in Bumba and have worked in the forestry or in related fields for many years. Our two consultants visited the Bumba area in between 15 and 29 June, 2013. Their main task was to evaluate how the local stakeholders perceived the final agreement signed with Siforco and to make sure that the construction committees foreseen in the contractual provisions in order to ensure the proper construction of the schools and medical centers were in place. The second mission was carried out by Heinz Krummenacher from swisspeace and Pasteur Matthieu Yela, in the period from 25 September to 2 October. On the one hand, we reviewed the previous mission’s findings; on the other hand we kept track of the implementation status of the May 14 / 15 agreement.

3. Give on-going advice to Danzer / Siforco during the implementation process in order to guarantee that FPIC and other international standards are observed and potential future conflict causes eliminated or at least mitigated. This counseling part started immediately after signing the contract with Danzer. It was done by email exchange, phone calls with the Danzer / Siforco management but also verbally in personal meetings. Again, Jean Robert Bowela and Michel Gala were commissioned to oversee the implementation process on the ground.

Before addressing the wide array of relevant topics orbiting the 14 / 15 May 2013 final agreement and its implementation, some background information with regard to the agreement and the relevance of the FPIC-principles seem necessary.
5 The agreement reached by Danzer / Siforco and the communities of Bumba on 14 / 15 May, 2013

Already before the Yalisika incident, Danzer / Siforco had intensified their efforts to catch up the delay in fulfilling their commitments towards the communities in Bumba as defined in the 2003, 2005, 2009 (revised schedule) and 2010 agreements. According to an audit done by the Société Générale de Surveillance (SGS) in July 2011, Siforco had enlarged its construction unit from 5 employees to about 60 since 2010. Thus a medical center at Bongolu-Yanzeka and schools at Bongolu-Yanzeka, Yamuha, and Mombwasa could be completed while schools at Libute, Yabia, Bopa, Bobinga, Bolanda and a medical center at Yanzela were under construction.\(^{10}\)

On 21 March, 2013 Siforco sent a letter to Mr. Jean Willy Angali Kabola, the “Administrateur du Territoire”, announcing that the company wanted to hold talks with the communities in the Yandongi and Loeka sector to discuss the construction of the schools and medical centers which had not yet been built. On 2 April the “Administrateur du Territoire” officially informed the communities and it seems that already in early May informal consultations between the local stakeholders took place.\(^{11}\) Finally, after a two day meeting, an agreement was reached and signed by all on 14 / 15 May, 2013, thus striking a compromise regarding the infrastructure yet to be built.

5.1 The content of the agreement

The parties agreed that Siforco had to provide the communities in Bumba with the materials to build in total five schools and five medical centers. The construction materials are listed meticulously and the concrete locations where the buildings would be built defined in the “cahier des charges”:

<table>
<thead>
<tr>
<th>Community</th>
<th>Infrastructure</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUMA</td>
<td>1. Ecole</td>
<td>19,030 $</td>
</tr>
<tr>
<td></td>
<td>2. Centre de santé</td>
<td>12,505 $</td>
</tr>
<tr>
<td>YALISIKA</td>
<td>1. Ecole</td>
<td>19,030 $</td>
</tr>
<tr>
<td></td>
<td>2. Centre de santé</td>
<td>12,505 $</td>
</tr>
</tbody>
</table>

\(^{10}\) See the SGS audit report of July, 2011, p. 19.

\(^{11}\) Mr. Libonga, le chef du groupe des Bosanga, told us in the September 27 interview: “Nous sommes arrivés à Bumba le 8 mai et des entretiens préparatoires ont eu lieu.”
### Table: Construction Projects

<table>
<thead>
<tr>
<th>Community</th>
<th>Project</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YAMBUKU</td>
<td>Ecoles (2)</td>
<td>38.060</td>
</tr>
<tr>
<td></td>
<td>Centre de santé</td>
<td>12.505</td>
</tr>
<tr>
<td>MOBENZA</td>
<td>Ecole</td>
<td>19.030</td>
</tr>
<tr>
<td>YAMBILA</td>
<td>Centre de santé</td>
<td>12.505</td>
</tr>
<tr>
<td>BOSANGA</td>
<td>Centre de santé</td>
<td>12.505</td>
</tr>
</tbody>
</table>

**Total**
- **5 Ecoles**: 95.150 $
- **5 Centres de santé**: 62.525 $

**Total General**: 157.675 $

Furthermore the participants agreed that:

1. In each community a construction committee will be appointed to oversee the works and ensure that the buildings were actually realized. These committees should be composed of the heads of the communities ("chefs de groupement"), two eminent persons from the community, the director of the school or the health center, and a member of civil society.

2. Not all of the construction material would be delivered in kind but a certain portion in cash (7'650 US$ per school) and 3'850$ per medical center totaling 57'500 US$).

3. Siforco has to make sure that the material will arrive in Bumba by the end of July, 2013.
4. Siforco will hand out in advance 150 US$ for each school or medical center, i.e. 1’500 US$ in total, for the purchase of brick-making machines by the end of May.

5. The “Administrateur du Territoire” and the “Chefs des Secteurs” will make sure that the buildings will be built.

6. Legal proceedings will be taken in any case of embezzlement of the funds destined for the school and medical infrastructure.\(^\text{12}\)

The document was signed by the seven “Chefs des Groupements”, 12 eminent persons from the communities, M. Ambena Zaingali, the “Député National”, three representatives from local civil society organizations and four administrative representatives of the “Territoire de Bumba”. Pasteur Jules César Gbema, the coordinator of civil society organizations in Bumba, wrote in his report: “Il est à remarquer que ladite réunion s’est déroulée dans l’ordre, dans un climat apaisé et bon enfant sans pour autant empêcher les participants de se dire des vérités à travers des débats animés. Après la réunion, les participants s’étaient chaleureusement serré les mains et avaient pris des photos de famille devant la résidence de l’Administrateur du Territoire.”\(^\text{13}\)

5.2 The agreement in light of FPIC

The 14 / 15 May agreement between Siforco and the communities in Bumba was concluded on the basis of “perdant – perdant”, meaning that both parties would have to lower their initial expectations. Siforco on the one hand would live up to its social obligations despite of the heavy financial and material losses which the company suffered from the recurrent blockades and thefts of material and gasoline, and the communities on the other hand instead of having Siforco build the schools and medical centers would have to carry out the work themselves. It was a compromise that those sitting at the negotiation table obviously perceived to be in the mutual interest of all parties involved. We too find it far better to get the local people actively involved in the construction process, since it helps to create a sense of ownership amongst them which again can yield positive effects with regard to the long-term maintenance of the buildings. Thus, the 14 / 15 May agreement between the communities of Bumba and Siforco was a compromise, even a good compromise under the given circumstances, but did the agreement fulfill the principles of free and prior informed consent as requested by the FSC?

A closer look at the genesis of the 14 / 15 May agreement reveals that this is questionable as there was no formal process of consultation that included the broader population. All of our interlocutors stated that neither the “Chefs des Groupements” nor the regional officials in charge (i.e. the “Chefs de Secteur” and the “Administrateur du Territoire” consulted with the population about the May 14 /15 agreement and its implementation. We guess that they simply did not feel obliged to do so, especially since the negotiations were about the concrete steps regarding the implementation of the stipulations of the 2005 contract and not about re-negotiating its content. In other words: The 14 / 15 May 2013 agreement in essence was one between the “Chefs des Groupements” and the notables representing the population on the one side and Siforco on the other. Hence, strictly speaking, the FPIC criteria were not met.

One must not forget, however, that this agreement was concluded prior to the FSC’s decision to disassociate from Danzer and therefore at a time when the criteria for re-association were not yet known to the company. Noting that the FPIC criteria might not have been fully met in the 14 /15 May agreement,


\(^{13}\) Rapport de la société civile de Bumba sur la Réunion des Transactions entre la Siforco et Cinq Groupements du Secteur de Yandongi et un Groupement du Secteur de Loeka, Bumba, 21 Mai, 2013 (annex 3).
should Danzer have urged the Siforco management to cancel the agreement and renegotiate it? We believe that this would have been inappropriate, especially since we are looking at a situation where a company that has left its former area of operation seeks to strike a compromise with the local communities for shortcomings that occurred in the past and not at the initial stages of collaboration during which the indigenous communities and the international company negotiate the basic conditions for forest exploitation. In addition, the content of the agreement was based on previous contracts which were concluded at times when FPIC standards were not yet established.\textsuperscript{14} Finally it would have looked very awkward to the local political authorities if Siforco would have tried to reformulate the agreement based on the argument that the local population had not been truly involved in the process. This would have seriously jeopardized their legitimacy as representatives of the people and most probably they would have interpreted such a proposal as a trick by Siforco to evade its responsibilities. The FSC must have considered these arguments when it encouraged Danzer to carry forward the process and not to renegotiate the agreement from scratch, even though the decision to disassociate from Danzer was looming ahead.

Taking these circumstances into account, we believe that in this particular case one should not interpret the FPIC concept in a narrow manner and conclude that the 14 / 15 May agreement is not compatible with FPIC-standards because the population was left out in the decision-making process. After all, one can rightly say that the agreement in many ways fulfills the FPIC requirements as:

1. It was signed by a great number of leaders representing the local, regional and national political level as well as civil society.
2. The negotiations reportedly took place in a relaxed atmosphere and local participants were not under pressure to acquiesce an agreement which was to their disadvantage.
3. Siforco showed quite some flexibility during the negotiations and did not unilaterally dictate the content of the agreement but was susceptible for material changes. Siforco also repeatedly allowed the local participants to retire for deliberations when needed.

These observations were confirmed by Jean Robert Bowela and Michel Gala who visited the communities in Bumba a couple of months later. Not only did they discern complete consent with the agreement in all communities, they also reported “that people in Yambila spontaneously intonated a song to praise Siforco for coming back to the region and resuming negotiations to fulfill the cahiers de charges”\textsuperscript{15}

\textsuperscript{14} One can assume that Danzer / Siforco - like all other forestry companies at the time - did not particularly care about the legal rights of indigenous peoples. Having gone through the official procedures of gaining permission from the state, they simply assumed to have full rights to harvest the forests. What counted at the time was the written consent of the relevant state authorities. This state centered attitude, however, contrasts greatly with the indigenous peoples’ understanding that codified agreements are not carved in stone but undergo constant revision and renegotiation. (see: Jerome Lewis, Luke Freeman and Sophie Borréll: Free, Prior and Informed Consent and Sustainable Forest Management in the Congo Basin - a Feasibility Study conducted in the Democratic Republic of Congo, Republic of Congo and Gabon regarding the Operationalisation of FSC Principles 2 and 3 in the Congo Basin (Intercooperation, Swiss Foundation for Development and International Cooperation, and Society for Threatened Peoples Switzerland, Bern, 2008).

\textsuperscript{15} Email message from Michel Gala on 31. July, 2013.
5.3 **The implementation process in light of FPIC**

Was the implementation process of the 14 / 15 May agreement in line with FPIC standards? In order to provide an answer to this question, we analyzed if the contracting parties lived up to the provisions of the agreement. Thus we asked if:

1. Siforco shipped the materials to Bumba within the agreed upon time span;
2. Siforco distributed them to the communities as foreseen in the agreement;
3. the advance payments for the brick-pressing machines were made;
4. the cash contributions were handed over to the communities;
5. the “Chefs des Groupements” informed the population about the agreement and its implementation;
6. the construction committees were put in place to monitor the construction process; and
7. the “Administrateur du Territoire” and the “Chefs des Secteurs” made efforts to ensure that the five schools and five medical centers were actually built.

The two field missions which we undertook in between 15 and 29 June (Jean Robert Bowela and Michel Gala) and from 25 September to 2 October (Matthieu Yela and Heinz Krummenacher) yielded the following results.

5.3.1 **Meeting the deadline of delivering the materials**

The agreement stipulates that the construction materials should arrive in Bumba by the end of July, 2013. While Mr. Haag at the time said that he could not guarantee the timely arrival of the ship in Bumba because of the low water level of the Congo River, this deadline was eventually met. On 31 July at noon ‘M/S ANITA’ arrived in Engengele and Siforco staff started unloading the cargo right away. This information was immediately released to the public since the people of the communities in Loeka and Yandongi were still sceptical if Siforco would actually keep its promises. Jean Robert Bowela and Michel Gala had reported that: “Nous n’avons constaté aucun comportement de mécontentement si ce n’est que le voeu émis par les chefs des groupements de voir Siforco cette fois-ci respecter non seulement les clauses dudit accord mais aussi le chronogramme de la livraison des matériaux de construction et les frais y afférents,”

16 Thus, the timely arrival of the ship was a confidence building measure whose importance cannot be underestimated.

5.3.2 **Distribution of the construction materials to the communities**

The distribution of the approximately 150 tons of construction materials took place in between 19 August and 3 September. As anticipated, the exercise was quite a logistical challenge. On the one hand this was due to the fact that Siforco does no longer maintain a construction unit and trucks in the region, which could have transported the materials to the construction sites and therefore local companies with less transport capacity had to be hired. On the other hand it was the bad condition of the roads and bridges that slowed down the process. Thus, instead of one week as planned, the distribution process took two weeks. According to Jean Robert Bowela and Michel Gala, however, it went very well. On 11 September

16 Informations provided by Jean Robert Bowela / Michel Gala during the de-briefing in Kinshasa on 4 July, 2013).

17 The “Administrateur du Territoire” repeatedly mentioned during the 26 September interview that ever since Siforco left the region the quality of the transportation infrastructure was on continuous decline.
they wrote: “Le déroulement de la remise des fonds et des matériaux de construction s’est fait sans entraves. La Siforco a honoré ses engagements (…)” 18. The communities had duly received all the materials as itemized in the 14 /15 May agreement. However, when we visited the communities in late September / early October, the “Chefs des Groupements” and “members of the Construction Committees” frequently complained that there was not enough wood, not enough sheet steel roof panels, not enough cement, etc. to build the schools and medical centers. This was the case in the village of Mangbokpale (groupement Yalisika), in Tshimbi (groupement Auma) but most notably in Libute (groupement Mobenza).

where the “Chef de Groupement” said that they would continue with the construction of the school but would stop immediately once the materials were used up. According to him, even though he admitted to have signed the agreement, “La Siforco leur doit encore et le litige n’est pas fini19.” It goes without saying that he expects Siforco to re-negotiate the agreement.

18 Email message sent by Michel Gala with deposit slips signed by the representatives of the communities attached (copies are available upon request). Siforco had also invited Greenpeace and Global Witness to attend the delivery process and the final ceremony but unfortunately these invitations were declined.

19 Statement made by the “Chef de Groupement” during the interview with him and other members of the construction committee on 27 September, 2013.
At the time we were not able to verify if the amount of material mentioned in the 14 / 15 May agreement was indeed insufficient after it had been decided to deliver part of it in cash. The General Director of Siforco, however, later pointed out that only the surplus material was converted into cash so that the remaining materials would be sufficient. The following table produced by Siforco shows how much material was delivered and how much is needed according to the company to build a medium sized school:

Table : Matériel nécessaire et reçu pour la construction d’une école moyenne (6.5 x 7m)

<table>
<thead>
<tr>
<th>Matériel</th>
<th>Quantité nécessaire</th>
<th>Unité</th>
<th>Quantité reçue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tôles</td>
<td>157</td>
<td>pièce</td>
<td>220</td>
</tr>
<tr>
<td>Pointes</td>
<td>68</td>
<td>kg</td>
<td>120</td>
</tr>
<tr>
<td>Pointes tôles</td>
<td>35</td>
<td>kg</td>
<td>50</td>
</tr>
<tr>
<td>Bois charpente</td>
<td>3.2</td>
<td>m³</td>
<td>12</td>
</tr>
<tr>
<td>Sacs ciment</td>
<td>30</td>
<td>sac</td>
<td>60</td>
</tr>
</tbody>
</table>

We asked “Sax Bautechnik” in Sarmenstorf (Switzerland) to verify the figures provided by Mr. Hilsenbek, Siforco’s chief engineer. In his assessment Mr. Sax wrote: “The material required to build the schools and medical centers is highly dependent on the requested building standard. Our examinations showed that in order to meet the desired requirements and construction standards, the material provided by Siforco is sufficient (…)”. Evidently, enough material was handed over to the communities, but why then the community leaders’ perception that they did not receive enough? The only explanation is that either the construction committees were wrong in their estimates and did not take into consideration that not all of the material had arrived yet, or people converted goods to their own use or sold it, assuming that Siforco would later on replace what was missing. We are not in a position to judge which one of these hypotheses is right. Fact is that these complaints were voiced many times and that they entail a good deal of conflict potential for the future.

Another important issue raised many times was the destruction of the bridge at Loeka which led to a significant increase of transportation costs. For Mobenza and Auma this meant that these expenses doubled or tripled as the material had to be unloaded, carried across the bridge and reloaded again. The “Chef de Groupement” de Yalisika even explained that instead of the $250 foreseen in the contract for transportation, they had already spent $1’900 while seven tons of material were still waiting in Bumba to be transported to the construction sites. It was not only the complication due to the destruction of the bridge that accounted for these difficulties but also the fact that the local transport companies had raised their fees when they found out that Siforco was paying for it. Since the money to pay for these extra costs was taken from the first installment of the cash contributions which the communities received, other necessary services and construction materials might possibly not be paid for or purchased.

20 Mr. Sax thus indirectly confirmed Mr. Hilsenbek’s statement that „the chosen construction style is adapted to local conditions but with regard to quality and execution exceeds the prevailing standards of buildings in the interior of the country”.
Finally, as already pointed out with regard to Yalisika, not all communities could immediately transport all the materials to the designated construction sites but stored it temporarily in Bumba. The danger that these goods get lost and never reach their destination is of course a real one.

5.3.3 Advance Payment for brick-making machines

Provision 4 of the May 2013 agreement foresaw the payment of 150 US$ for each school or medical center, i.e. 1'500 US$ in total, for the purchase of brick-making machines by the end of May. This deadline could not quite be met by Siforco but the funds were eventually handed over to the “Administrateur du Territoire” by M. Leon Muwange from Siforco by mid-June.21 Interestingly, many “Chefs de Groupement” and members of the construction committees complained about the bad quality of the brick-making machines “received by Siforco” while in fact they themselves had purchased them. In Yahangani (Bosanga), they realized that due to the sandy ground, the machine was even worthless. In the village of Tshimbi (Auma) too, the “Chef de Groupement” argued that “Siforco’s machines” were of such bad quality that they had to lease two others. One might argue that these complaints are of little

21 See “Le tableau de répartition de presse à briques aux différents groupements des Secteurs de Loeka et Yandongi”, issued by the “Administrateur du Territoire on 3 July, 2013. There, all “Chefs des Groupements” confirmed with their signature that they had received the money to buy these machines.
importance, but they reveal a certain mental attitude on part of the people to make Siforco responsible for everything that goes wrong, even in those cases where it is evident that the company is not at fault.

5.3.4 **Distribution of cash contributions to the communities**

During the negotiations with Siforco the community leaders had insisted and succeeded in getting a deal according to which not all of the construction materials would be delivered in kind but that they would get a certain amount of the total sum in cash ($57'500 out of $157'675). 1/3 of the cash contributions (totaling $19,500 US) was handed over to the representatives of the communities at the same time when the material goods were delivered. As suggested by Dieter Haag and supported by swisspeace, the other 2/3 was entrusted to Père Carlos from the “Paroisse Notre Dame de Bumba” in order to be disbursed according to progress made in the construction of the buildings. Thus, the construction committees received $2'700 per school and $3'850 per medical center. Due to the increased costs for transportation and additional costs related to the brick-making machines (see below) the construction committees are now waiting to receive the second tranche in order to be able to continue the construction.

Disbursing the funds according to progress made in the construction of the schools and medical centers sounds convincing in theory, but in reality it will be difficult to put this formula into practice. What if project costs primarily arise during the incipient stages? Who then decides whether a second tranche should be disbursed in order to ensure that the construction does not come to a halt? People also mentioned that Siforco promised to reward those who finished first, which means that at the end proximity to the place of delivery and disbursement policy could decide which community wins this competition. Finally, what will happen if certain influential people should suddenly find that the schools and medical centers could or should not be built after all? Who would then decide what the funds should be used for? The community leaders themselves seemed to be aware of these tripwires when they declared that legal action would be taken in case of any “embezzlement of the funds destined for the school and medical infrastructure”.

5.3.5 **Informing the population**

As stated above, in essence the 14 / 15 May 2013 agreement was one between the “Chefs des Groupements” and the notables representing the population on the one side and Siforco on the other side. The broader population itself was not consulted prior to the negotiations, and the local representatives also did not care much about informing the people about the results of the deliberations in Bumba. Jean Robert Bowela and Michel Gala reported at the time that in two cases (Yalisika and Yambuku) no information meetings at all were held.

These facts lead us to conclude that the FPIC criteria were not formally met with regard to the 14 /15 May agreement. After the document was signed, however, we organized a first mission to Bumba, which was conducted by Jean Robert Bowela and Michel Gala. They organized meetings which were not only attended by the politico-administrative authorities but also included the broader population. The following table shows that altogether 205 people were present at those meetings whose primary goal was to inform the villagers about the content of the agreement in light of the FPIC standards:

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22 See annex 2.
24 Information provided by Jean Robert Bowela / Michel Gala during the de-briefing in Kinshasa on 4 July, 2013).
<table>
<thead>
<tr>
<th>SECTEUR YANDONGI</th>
<th>GROUPEMENT</th>
<th>SIGNATAIRES/PARTICIPANTS À LA RÉUNION</th>
<th>MEMBRES ELUS DU COMITE CHARGE DE CONSTRUCTION</th>
<th>OBSERVATION Les infrastructures prévues</th>
</tr>
</thead>
<tbody>
<tr>
<td>YAMBUKU</td>
<td>43</td>
<td>Président</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Litale Likonde</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Membres</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Abuba Libonze/Notable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Ambwa Mangela/Notable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Mobali/Directeur</td>
<td>Une école Primaire</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Ndongo Etape/Préfet</td>
<td>Une école Secondaire</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Aembe César/Infirmier</td>
<td>Un centre de santé</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr. Damba Mbongo/Sté civile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YAMBILA</td>
<td>43</td>
<td>Président</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Angumo Bende Jules</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Membres</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Makambo Buta/Notable</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Mr Mogbaya Likombo/Notable</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Mr Alomo Matsi/Infirmier</td>
<td>Un centre de santé</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Mapele Molema/Sté civile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YALISIKA</td>
<td>29</td>
<td>Président</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Ambena Elenga</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Membres</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr Buta Mabunga/Notable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

25 Table produced by Jean Robert Bowela and Michel Gala.
<table>
<thead>
<tr>
<th>Community</th>
<th>President</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AUMA</strong> 37</td>
<td>Mr Angbandu Julien</td>
<td>Mr Libabe Molema/Notable, Mr Engitani Modaboni/Notable, Mr Angbandu Léon/Infirmier</td>
</tr>
<tr>
<td><strong>MOBENZA</strong> 27</td>
<td>Mr. Lihau Maurice</td>
<td>Mr Mbanze Angbongi/Notable, Mr Mongebe Masombo/Notable, Mr Lipopa Moizani/Directeur</td>
</tr>
<tr>
<td><strong>SECTEUR LOEKA</strong></td>
<td></td>
<td>Mr Magongo/Notable</td>
</tr>
<tr>
<td><strong>BOSANGA</strong> 26</td>
<td>Mr Libonga Mono Zaïre</td>
<td></td>
</tr>
</tbody>
</table>
Membres

Mr Eboya Jean/Notable

Mr Engbunduka Liana/Notable

Mr Usuka Junior/Infirmier

Un centre de santé

Mr Mangonge Jean/Sté civile

observation 6 groupements concernés 205 signataires 6 comités de construction mis en place 5 écoles et 5 centres de santé à construire.

5.3.6 Putting in place the construction committees

According to provision 1 of the 14 / 15 May agreement, a “construction committee will be appointed in each community to oversee the works and ensure that the buildings were actually realized. These committees should be composed of the heads of the communities (“Chefs des groupements”), two notables from the community, the director of the school or the health center, and a member of civil society”. These committees were actually nominated during the meetings in Auma, Yalisika, Yambuku, Mobenza, Yambila and Bosanga which Jean Robert Bowela and Michel Gala had organized and monitored. The relevant protocols of the meetings which reveal the names of those who were appointed are attached (annex 4).

Already Jean Robert Bowela and Michel Gala, however, sensed a certain weakness in this organizational setup. They wrote: “Nous vous renvoyons dans la rubrique inquiétude par rapport à l’incapacité des comités mis en place de mener à bon port la construction des infrastructures ainsi qu’aux éventuels conflits qui peuvent naître entre les comités de construction, la main d’oeuvre, le comité de suivi au cas où la gestion des matériaux de construction et fonds y afférents ne sont pas bien gérés.”

Our enquiries in late September and early October revealed that these fears were indeed not a figment of their imagination but on the contrary very real. The division of labor between the members of the committees is blurred and the position of the “Chefs des Groupements” is way too strong. They receive all the requests to disburse funds, authorize cash withdrawals and are the only ones who have insight into the financial transactions made. In certain cases the role of the other members of the committee is reduced to serve as support staff that prepares the food for the masons and carpenters. In addition, in all of the six communities the construction materials are stored at the house of the “chefs” which seems to be a major source of conflict. We ourselves witnessed a heated debate on this issue in Yamoleka (Yambuku) between the notables from Yamoleka and Yamolembia 2. Obviously, the notables of the two villages are afraid that they might get the shorter end of the deal in case that the material should not suffice to build the school (Yamolembia 2) or the school and the medical center (Yamoleka).

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26 See annex 2. In those cases where several buildings have to be built within one “Groupement”, different construction committees were established with always the “Chef de Groupement” presiding them.

27 Email message from Mr. Bowela on 2 August, 2013.
Against this background it is obvious that one cannot assume that (1) the control mechanisms meet basic requirements to prevent the fraudulent conversion of goods and funds, and (2) the supervision over the construction of the buildings happens in a responsible way. In addition, as the incident in Yamoleka shows, this organizational set-up is conducive for rising tensions among the people, especially in communities where the “Chefs des Groupements” are already facing distrust and resistance.

5.3.7 Administrative surveillance of the construction process

The “Administrateur du Territoire” and the two “Chefs de Secteur” de Yandongi and Loeka are supposed to oversee the construction efforts of the communities and ensure their timely completion. While we did not have a chance to talk to the “Chef de Secteur” of Loeka, we did meet with the AT on 26 September, 2013, and the new “Chef de Secteur” of Yandongi accompanied us on our trip to Yalisika, Auma, and Yambuku. While both men displayed much enthusiasm and determination to encourage their fellow citizens to build the school buildings and medical centers, they seemed to have no clear vision on how they would accomplish this. In any case, there are no plans until today how to monitor this process and also no dates for meetings have been fixed so far, mainly due to the fact that these state representatives lack the financial means to visit the communities. As long as they do not get any support from the state or from Siforco, they certainly will not be able to perform their tasks.
6 Conclusions and Recommendations

The process of Danzer / Siforco jointly fulfilling their obligations towards the communities in Bumba according to the 14 / 15 May, 2013 agreement is well under way. The fact that ‘M/S ANITA’ arrived in Bumba within the agreed upon time span and construction materials to build the five schools and five medical centers were delivered in due time increased people’s confidence that Danzer / Siforco would live up to their social obligations. When visiting Auma, Yalisika, Yambuku, Mobenza Yambila, and Bosanga in late September and early October, we were indeed positively surprised to see that all communities had started to build the schools and medical centers and that some of the buildings are actually well advanced. Sure enough, the “Chefs des Groupements” and the notables perceive many problems related to the quantity of construction material supplied by Danzer / Siforco and the scarcity of funds to pay for the transport of goods and services, etc. At the same time, however, there seems to be much determination on the part of most of the “Chefs des Groupements” to finish the work on the schools and medical centers.

We are afraid though that without outside support the local communities will not succeed in doing so. On the one hand it might indeed turn out that the quantity of construction material is insufficient, not because Siforco did not deliver enough but because too much got lost on the way to the construction sites or was diverted by community members or others. On the other hand, and potentially even more detrimental, the “Chefs des Groupements” could come under increased pressure from their constituencies to share the funds which they received from Siforco / Danzer. The problem is the erroneous but widespread assumption among the people that the “Chefs” had received huge amounts of money from Siforco which they apparently did not want to share with their fellow citizens. Not least because there is little information and thus a blatant lack of transparency regarding the 14 / 15 May agreement and its implementation, there is a pronounced distrust among the populace towards their leaders.

This is partly related to the fact, that the “Chefs des Groupements” are known for notoriously lining their own pockets28. Partly it is a corollary of the lack of transparency as prior to the 14 / 15 May agreement there was no formal process of consultation that included the broader population. We guess that both, the local stakeholders as well as Siforco simply did not feel obliged to do so, especially since the negotiations were about the concrete steps to strike a compromise regarding the implementation of the stipulations of the 2005 contract and not about re-negotiating its content. Of course, such consultative procedures are a must today, but the 14 / 15 May agreement represents a case of its own as it is based on previous agreements which were made at times when the principle of free and prior informed consent was not yet known. All of these prior negotiations were held between the Siforco management and the community leaders whose legitimacy was never questioned. Who else than these “Chefs” should have been Siforco’s interlocutors?

Asking this question is almost tantamount to answering it. As we have argued at length (see pp. 9-13), one cannot blame Siforco for not having consulted the broader population prior to the 14 / 15 May agreement. Likewise, cancelling it after the FSC’s conditions for re-association were released a couple of days later was no option as well, not least since it would have seriously undermined the position of the local authorities. After all, the 14 /15 May agreement between the communities in Bumba and Siforco, even if it does not meet all criteria with regard to the FPIC principles, represents a pretty good compromise. Providing the people with the materials and funds to build the schools and medical centers

28 It should be mentioned here that this is an inherent problem in the Congo basin and part of the African context and dilemma.
themselves is certainly a much better way to enhance people’s capacities than having Siforco’s construction team rush in and do the job itself.

The decisive question therefore is not if the agreement literally lives up to FPIC standards but if the process of its implementation respects the spirit of the FPIC notion. After having talked to most of the stakeholders, we believe that this is the case. On the one hand this is reflected by the fact that Siforco so far fulfilled all of their contractual obligations in a timely manner (the goods arrived in Bumba on time, were handed over to the communities as agreed upon, and one third of the cash contribution has been released), on the other hand and even more important: Danzer / Siforco, despite of the many obstacles on the way, seem determined to bring this process to a successful end.

As we have shown in this report, there are quite a few challenges ahead which, if unaddressed, could derail this process. The Danzer / Siforco management, however, has decided to tackle them in a constructive manner and already agreed to implement the following recommendations:

1. Putting in place a Standing Advisory Body that assists those local individuals and committees who are responsible for the construction of the buildings. The tasks of this body will be to (a) provide expert advice to the construction committees with regard to questions related to construction issues; (b) give advice to the “Chefs des Groupements” in communication matters in order to ensure full transparency of the process; (c) mediate, if necessary, between the “Chefs des Groupements” and the Construction Committees as well as between them and the broader population; (d) encourage and empower the “Administrateur du Territoire” and the “Chefs de Secteur” to exercise their responsibilities; (e) specify the exact date of the disbursement of the second and third installment of the cash contribution. This Standing Advisory Body should be comprised of a construction expert and two experts with the necessary communication and mediation skills. As the title suggests, it would be permanently operational until completion of the buildings.

2. Creation of a fund for particular hardship cases. Expenditures therefrom shall be for items and services only as are essential for the completion of the schools and medical centers (e.g. contributions to compensate increased transportation costs, purchase or rental of brick-machines in case of defects, supply small quantities of construction materials such as cement and wood, etc.). It is envisaged that the leader of the Standing Advisory Body makes a request for such funds to Siforco. The concrete details of the procedural steps involved are about to be defined.

3. Covering expenses necessary to ensure that the “Comité de Suivi” is able to fulfill its duties. This most notably applies to the purchase of gasoline and the provision of moderate daily spending allowances for the “Chefs de Secteur” and the “Administrateur du Territoire”.

4. Rewarding all Groupements when the buildings are completed. The General Director of Siforco has made a statement at the closing ceremony when all communities had received their materials that those who would finish first building the school or medical center would receive a special reward. Instead, we suggest to financially reward all communities which complete their buildings.

5. Finish the uncompleted school in Yabia (groupement Yambongo, secteur Loeka). While this school is not an object of the 14 / 15 May, 2013 agreement, we believe that it is advisable to complete the building which only lacks the doors, windows and the desks. The people of the village had seen the trucks with the construction materials pass by and cannot understand why they did not stop in their village. For them it is irrelevant that Yambongo was not included in the 14 / 15 May agreement, and most of them might not know that Siforco had already delivered the missing items. All they “know” is that for mysterious reasons they were left out and that Siforco abandoned them. It would certainly be helpful for Danzer’s / Siforco’s reputation if this school would be completed.
There is of course no absolute guarantee that implementing these recommendations will ensure the completion of the five schools and medical centers according to the 14 / 15 May, 2013 agreement between the communities in Bumba and Siforco. It is most likely though that if one does not take these measures, the process will fail.

Dr. Heinz Krummenacher

swisspeace
Terms of Reference

Building a Conflict Prevention and Mitigation Framework for the Danzer Group

Purpose of the project

The ultimate purpose of the project is to provide the Danzer Group with a comprehensive Conflict Prevention and Mitigation Framework. The Yalisika incident of 2011 had revealed that robust conflict transformation mechanisms are important in order to deal with emerging conflicts in a constructive manner. Identifying any weaknesses of the present conflict resolution regime is thus a prerequisite to build more rigorous conflict transformation procedures. Likewise, it is of paramount interest to monitor the process by which Danzer / SIFORCO¹ fulfill their obligations towards the local populace. In the event that fulfillment of these obligations is contested by the local population, mediation between and among the conflicting parties will be necessary in order to reach a satisfactory solution.

Objectives and scope

The objectives of the project are thus threefold:

1. Carry out a thorough conflict sensitivity assessment in order to identify the key factors of conflict that interact (or could interact) with Danzer’s activities in the Congo Basin and provide concrete recommendations to the Danzer Group on how to best prevent and mitigate conflicts in the future. This conflict sensitivity assessment will be carried out in the Forest Management Unit (FMU) Ngombé.

2. Monitor the ongoing negotiations between Danzer and the entire community of Yalisika² taking into account the FSC Guidance on Free, Prior and Informed Consent and assist Danzer’s / SIFORCO’s implementation of the socio-economic commitments made towards the community of Yalisika.

3. Draft a conflict prevention and mitigation framework which minimizes the risk of violent conflict induced or accentuated by Danzer’s entrepreneurial activities. The proposed guidelines on how to cope with conflict in a constructive manner shall be universally applicable in all areas where Danzer has active forestry operations.

The scope of the project is to assess the present conditions in the Congo Basin by focusing on the Ngombé site and drawing the lessons from the Yalisika case. Thus, based on

¹ Since 28 February 2012, SIFORCO is no longer owned by the Danzer Group but the company has committed itself to live up to its contractual obligations as specified in the cahiers de charge.
² Throughout this document, „the entire community of Yalisika“ refers to representatives of the villages as well as groups within the Yalisika community not traditionally consulted on socio-economic matters.
evidence and experience, improved conflict prevention and mitigation mechanisms shall be developed.

Rationale

Danzer was disassociated from the FSC following a conflict between SIFORCO and the community of Yalisika that ended in security forces' intervention. Danzer's re-association with the FSC is dependent upon successfully implementing a viable conflict prevention and mitigation framework. A third party will verify if Danzer / SIFORCO have:

- fulfilled all commitments towards the community of Yalisika in the DRC as defined in the cahiers des charges, and
- put in place a robust conflict prevention and mitigation system throughout Danzer to avoid the re-occurrence of violent conflict situations as much as possible.

Approach

swisspeace will support Danzer in developing a comprehensive conflict prevention and mitigation framework. To this end, swisspeace will undertake a thorough conflict sensitivity assessment in one of Danzer's actual areas of operation, i.e. in the Forest Management Unit (FMU) Ngombé. In addition to analyzing the company's existing conflict transformation mechanisms, the lessons learned from the Yalisika case will be taken into account. Based on these analyses and introducing state-of-the-art knowledge on how to build an effective conflict prevention and mitigation framework, swisspeace will make:

1. concrete recommendations regarding the conflict preventing and mitigating procedures in the Forest Management Unit (FMU) Ngombé and
2. produce a manual on generalized principles of conflict sensitive business practices which will be applicable in all areas where Danzer has active forestry operations.

While developing revised and robust conflict prevention and mitigation mechanisms for Danzer, the project team will have to take into account the Forest Stewardship Council's guide on Free Prior and Informed Consent (FPICs).

At the same time, swisspeace will monitor progress made in implementing Danzer's / SIFORCO's commitments towards the community of Yalisika. It shall be determined whether well-informed and representative stakeholder consultation was made before agreement to the commitments. If swisspeace should notice that no or only very limited progress has been achieved, it will have to initiate a mediation effort to overcome the impasse.

Deliverables

swisspeace shall deliver the following products to Danzer, according to the preliminary deadlines indicated in between brackets:

1. A conflict sensitivity assessment regarding the Forest Management Unit (FMU) Ngombé and recommendations on how to prevent and / or mitigate future conflicts (by October 2013)

2. A progress report on Danzer's / SIFORCO's implementation of the socio-economic commitments made towards the Congolese communities that lie within their present and former areas of operation, most notably Yalisika. Special attention must be given
to whether or not beneficial interests (Droits de jouissance) are being respected, damaged or broken material restituted and how current relations and reconciliation processes with the entire Yalisika community present themselves (by August 2013);

3. A manual which contains general guidelines on how to prevent or minimize the risk of violent conflict induced or accentuated by Danzer’s entrepreneurial activities. The proposed conflict transformation guidelines shall include procedures and measures on how to cope with conflict which are applicable in all geographic areas where the Danzer Group is active. (November 2013)

Tentative Timeline

swisspeace and Danzer will coordinate project activities according to the following timeline:

Conflict Sensitivity Assessment:
   Delivery date: 15 October, 2013

Progress report on Danzer’s / SIFORCO’s implementation of socio-economic commitments:
   Delivery date: 10 August, 2013

Conflict Prevention and Mitigation manual:
   Delivery date: 15 October, 2013

Danzer will implement this manual
   Delivery date: 31 November, 2013

Final assessment of implementation by swisspeace
   Delivery date: 05 December, 2013

Final audit by third party to be named
   Delivery date: In between 16 December, 2013 and 30 January, 2014

Logistical and safety concerns

Danzer will be in charge of all logistics (flights, accommodation, and restauration) including flight arrangements from Brazzaville to Ngombé and Kinshasa to Bumba. Currently, in the areas where the missions will take place, there are no security concerns. Danzer will arrange for meetings with local experts as requested by swisspeace.

Baar, 13 June, 2013

Ulrich Grauert,  
Interholoo AG

Dr. Heinz Krummenacher

swisspeace

In the year two thousand and thirteen, from the fourteenth to fifteenth day of May at the veranda of the official residence of the Administrator of BUMBA Territory, a meeting was held between SIFORCO on one hand and on the other, the representatives of the local community associations of YAMBILA, YALISIKA, YAMBUKU, MOBENZA, BONDUNGA and AUMA from the YANDONGI Sector and the BOSANCA and East BOSAMBI associations from the LOEKA Sector under the aegis of the Administrator of BUMBA Territory, Mr. Jean WILLY ANGALI KABOLA with the help of the Civil Society of BUMBA, under the supervision of the Environmental Department, and the Honourable Member of the National Parliament, Maurice AMBENA.

As a result of the letter from SIFORCO, No I77/C.EX/AD.EQ/CL.6/2013 dated 21st March 2013 concerning the organisation of negotiations at BUMBA with effect from May 2013 with the YANOONGI and LOEKA Sector Leaders, accompanied by their Association Leaders involved, by two civic leaders from each association for the purpose of compromise on the facilities, not yet built, in the Memorandum of Understanding of 2005, which have been resumed in the Schedule dated 3rd October 2009. There was only one item on the agenda, namely:

How to reach a compromise on the facilities not completed in the 2005 Memoranda of Understanding and resumed in the Schedule of 3rd October 2009, when SIFORCO ceased forestry activities in Bumba Territory, while keeping the sacred "win-win" principle in mind,

After much discussion and deliberation between the parties the following has been agreed:

For the schools not yet built: SIFORCO undertakes to provide the means below in cash and in kind:

1. SCHOOL
   a) Means to be provided in kind
- sheet steel panels 220...................... 4,400$
- standard nails... 480
- galvanised nails 50 .................... 200$
- wood for frameworks: 12.................. 4,800$
- cement 60 sacks, ......................... 1,500$
Subtotal .................................. 11,380$

b) Conversion of **goods into cash**
- equipment = ................................ 2,000$
- sheet steel panels IS0=..................... 3,000$
- wood for frameworks 8 m3= .................. 2,400$
  - purchase of brick press to be deducted in the section above... 150$

c) Other cash
- transport = .................................. 250$
Total cash .................................. 7,650$
Total one building shell ....................... 19,030$
Total for 5 schools: ......................... 95,150$

For the health centres SIFORCO undertakes to supply the means below in cash and in kind:

2. **HEALTH CENTRE**
a) Means to be **provided in kind**
- sheet steel panels = 140.......................... 2,800$
- standard nails 80.......................... 320$
- galvanised nails 40.......................... 160$
- wood for frameworks 5...................... 2,000$
- cement 35 sacks, ......................... 875$
  - Equipment.................................. 2,500$
Subtotal .................................. 8,655$

b) -conversion of **goods into cash**
- sheet metal panels: 80........................ 1,600$
- wood for frameworks 05 m3........................... 2,000$
S/Total........................................ 3,600$

Purchase of brick press to be deducted in the section above .... 150$

c) **Other cash**
- transport ................................... 250$
Subtotal .................................. 3,850$
Total for a Health Centre. .................................................. 12,505$
Total for all five Health Centres: ........................................... 62,525$

Grand total for the five schools and the five Health Centres..... 157,675$

Therefore, the following practical steps have been taken to secure these means with a view to constructing the educational and health facilities, which will be provided to the local communities:

1. Creation of a committee tasked with the construction of the educational and health facilities for each association comprising

   a) Association Leader
   b) two Civic Leaders
   c) the Headmaster/mistress of the school for the construction of a school or the Registered Nurse for the Health Centre;
   d) a member of the Civil Society

2. The relevant funds will be lodged at the SOCAM or with Father CARLOS,

3. SIFORCO undertakes to make the construction materials available at the end of July 2013.

4. The levy of 150 $ per school or Health Centre for purchase of a brick press will be made available by SIFORCO at the end of May 2013.

5. The Territorial Administrator and the Sector Leaders involved are tasked with supervising that the said facilities are properly constructed.

6. Any misappropriation of the funds destined for the construction of these educational and health facilities will result in criminal proceedings.

In witness whereof, we have issued the present minutes on the days, month and year above

Present at this meeting

For the local communities; for SIFORCO
-the Sector Leaders
-the Association Leaders
-the Civic Leaders
-the Honourable Member of Parliament
-for the Civil Society
-for Bumba Territory
PROCÈS VERBAL DE TRANSACTIONS SUR LES INFRASTRUCTURES NON RÉALISÉES DU PROTOCOLE D'ACCORD DE 2005 ET REPRISES DANS L'ÉCHEANCIER DU 03/10/2009 SIGNÉ ENTRE LA SIFORCO ET LES SECTEURS DE LOEKA ET YANDONGI

L’an deux mille treize, au quatorzième jour du mois de mai, à la paillotte de la résidence officielle de l’Administrateur de Territoire de BUMBA, s’est tenue une réunion regroupant la SIFORCO d’une part et d’autre part les représentants des communautés locales des groupements YAMBILA, YALISIKA, YAMBUKU, MOBENZA, BONDUNGA et AUMA du Secteur YANDONGI, et des groupements BOSANGA et BOSAMBI Est du Secteur LOEKA sous l’égide de l’Administrateur de Territoire de BUMBA, Monsieur Jean WILLY ANGALI KABOLA avec l’assistance de la Société Civile de BUMBA, de la supervision de l’Environnement, ainsi que de l’Honorables Député National Maurice AMBENA.


A l’ordre du jour, un seul point a été traité, à savoir :

Comment transiger sur les infrastructures non réalisées dans les protocoles d’accord de 2005 et reprises dans l’échéancier du 03 octobre 2009 lors de l’arrêt des activités forestières de la SIFORCO dans le territoire de Bumba tenant compte du principe sacré « perdant, perdant ».

Après débats et délibérations entre les parties, il a été convenu ce qui suit :

Pour les écoles non construites : la SIFORCO s’engage à fournir les biens ci-après en nature et en espèce :

1. ÉCOLE
   a) Bien à fournir en nature :
tôles 220.......................... 4.400$  
pointes ordinaires.................. 480$  
pointes tôles 50..................... 200$  
bois charpente : 12.................. 4.800$  
ciment 60 sacs....................... 1.500$  
S/ TOTAL.......................... 11.380$

b) conversion des natures en espèces  
équipement =.......................... 2.000$  
tôles 150=.......................... 3.000$  
bois en charpente 8 m3=.................. 2.400$  
achat presse à brique à déflaquer dans la rubrique ci-dessus .......... 150$

c) autres espèces  
transport =.......................... 250$  
Total espèce :.......................... 7.650$  
Total pour une école :.................. 19.030$  
Total de 5 écoles :..................... 95.150$

Pour les centres de santé, la SIFORCO s'engage à fournir les biens ci-après en nature et espèces :

2. CENTRE DE SANTE  
a) Bien à fournir en nature  
tôles=140.......................... 2.800$  
pointes ordinaires 80.................. 320$  
pointes tôles 40...................... 160$  
bois charpente 5...................... 2.000$  
ciment 35 sacs......................... 875$  
equipements.......................... 2.500$  
S/Total.......................... 8.655$

b) conversion de nature en espèces  
tôles : 80.......................... 1.600$  
bois en charpente 05 m3.................. 2.000$  
S/Total.......................... 3.600$  
achat presse brique à déflaquer dans la rubrique ci-dessus ...... 150$
c) autres espèces
   - transport ...........................................250$/
S/Total ..................................................3.850$
Total pour un centre de Santé........................12.505$
Total pour tous, les cinq centres de santé : 62.525$

Le total général pour les cinq écoles et les cinq centres de Santé .....157.675$

A cet effet, les dispositions pratiques suivantes ont été prises pour la sécurisation de ces biens en vue de réaliser effectivement les infrastructures scolaire et sanitaire qui seront mises à la disposition de ces communautés locales :

1. création d’un comité chargé de construction des infrastructures scolaires et sanitaires pour chaque groupement composé de :
   a) le Chef de Groupement ;
   b) deux Notables ;
   c) le Directeur de l’école quand il s’agit de la construction d’une école ou de l’Infirmier Titulaire pour le Centre de Santé ;
   d) un membre de la Société Civile locale.
2. Les fonds y afférent seront logés à la SOCAM ou chez le Père CARLOS.
3. La SIFORCO s’engage à disponibiliser les matériaux de construction à la fin de mois de juillet 2013.
5. L’Administrateur de Territoire et les Chefs des Secteurs concernés sont chargés de suivi de la bonne réalisation desdites infrastructures.
6. Tout détournement des biens destinés à la réalisation de ces infrastructures scolaires et sanitaires fera l’objet de poursuites judiciaires.

En foi de quoi, nous avons dressé le présent procès verbal aux jours, mois et an que dessus.

Pour les communautés locales ;
   -les Chefs des Secteurs

Pour la SIFORCO

[Signature]
- les Chefs des Groupements :
  1. LA BONGA - Naïve Zaini
  2. ANGUNYO - PAPE - Jula
  3. ALHIMA - B. MAURICE
  4. ANGANI - B. RAMENE
  5. ABKAM - ELHENA
  6. ALATA - L. JUNJE
  7. LISASI - M. ANGERA

- les Notables :
  1. BOMBA - A. HUNA
  2. NDA KOUMARA
  3. MONGAYA - S. KERBO
  4. BUBA - M. MAKARBO
  5. MONGELE - H. KEBBO
  6. MONDA - M. MOELMA
  7. NAONGA - POLO
  8. MONANGA - ZAINGALI
  9. ANDONGA - BANDILA
  10. KAMPU - NAOKA

- Honorable Député National
  1. AMBENA - ZAINGALI

- pour la Société Civile
  1. ...
  2. JIKI - DAMGA - SECKL
  3. REGULAR - SAKTOU

- pour le Territoire de l'Ambo
  1. ...
  2. IDA MANOGA - MUNRO
  3. ...
  4. GABRIEL LISONGE...
Détails cahier de charge Bumba/Equateur

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| Total              | 15'865                              |

La reduction du matériel a été compensée par des espèces

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Suite aux discussions nous avons ajouté

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Upon the cessation of forest exploitation by SIFORCO in the territory of BUMBA, certain infrastructure projects planned for the benefit of the local communities according to the schedule of 3 October 2009 signed between the aforementioned and the sectors of YANDONGI et de LOEKA have still not been implemented to date.

Thus on 13 and 14 May 2013 in BUMBA, initiated by SIFORCO and chaired by the Administrator of the Territory of BUMBA, a transaction meeting took place in the gazebo of the latter's residence between SIFORCO and five Groupements from the YANDONGI sector and one Groupement from the LOEKA sector. The Groupements involved were YALISIKA, AUMA, MOBENZA, YAMBILA and YAMBUKU for YANDONGI and BOSANGA for LOEKA.

On the SIFORCO side, the Director and Chief Executive Officer, the Director of Exploitation, the Social Facilitator and legal counsel took part in the said meeting. The local communities were represented for each Groupement by a Groupement Chief and two important members of the community. The Honourable Member of the National Parliament Maurice Ambena, the two Sector Chiefs concerned, Mr Honoré Liahu, the Supervisor of the Environment for the Territory of BUMBA and the Head of the National Education Agency of BUMBA took part in this meeting. The BUMBA Civil Society was represented by its Coordinator, by the Leader of the Environmental Issues Cluster and by the Coordinator of SOPALI. The Administrator of the Territory himself presided over the meeting.

In the twenty years of SIFORCO's forest exploitation in the territory of BUMBA, the local communities of the aforementioned Groupements were not completely satisfied on the one hand certain infrastructure projects to their benefit, which were foreseen in the agreements, were not realised; however, on the other hand, SIFORCO suffered enormous losses to its property following vandalism by the populations during their multiple protests against the organisation.

For this reason, the transactions between the two parties were based on the principle of lose, lose": A modus vivendi was found, accompanied by special provisions. As a result, the Groupements concerned accepted SIFORCO's commitment to support the realisation of five schools and five health centres by providing the construction materials at the end of July 2013. The committee responsible for infrastructure construction in each Groupement is charged with implementing the said infrastructures.
The details of that which was agreed is recorded in a protocol of the transactions between the two parties signed by all the participants. Each party attending the meeting received a copy.

It must be noted that said meeting was conducted in an orderly fashion, in a peaceful and friendly atmosphere, which nevertheless did not prevent participants from speaking the truth in the course of lively debates.

After the meeting, the participants shook hands warmly and took family photos in front of the residence of the Administrator of the Territory.

Drawn up in BUMBA, 21 May 2013 for the Civil Society of Bumba.
RAPPORT DE LA SOCIETE CIVILE DE BUMBA SUR LA REUNION DES TRANSACTIONS ENTRE LA SIFORCO ET CINQ GROUPEMENTS DU SECTEUR DE YANDONGI ET UN GROUPEMENT DU SECTEUR DE LOEKA

A l'arrêt de l'exploitation forestière de la SIFORCO dans le Territoire de BUMBA, certaines infrastructures prévues au bénéfice des Communautés Locales dans l'échéancier du 03 Octobre 2009 signé entre celle-ci et les Secteurs de YANDONGI et de LOEKA n'étaient pas encore réalisées et jusqu'à ce jour.

C'est ainsi que du 13 au 14 Mai 2013 à BUMBA, à l'initiative de la SIFORCO, sous la houlette de l'Administrateur du Territoire de BUMBA, s'est tenue à la paillote de la résidence de ce dernier une réunion des transactions entre la SIFORCO et cinq Groupements du Secteur de YANDONGI et un Groupement du Secteur de LOEKA afin de trouver des solutions à ces litiges. Il s'agit des groupements YALISIKA, AUMA, MOBENZA, YAMBILA et YAMBUKU pour YANDONGI et BOSANGA pour LOEKA.

Du côté de la SIFORCO, avaient participé à ladite réunion l'Administrateur Directeur Général, le Directeur d'Exploitation, le Facilitateur Social et un Avocat Conseil. Les Communautés Locales étaient représentées pour chaque Groupement par un Chef de Groupement et deux Notables. L'Honorable Député National Maurice AMBENA, les deux Chefs de Secteur concernés, Monsieur Honoré LIAHU, le Superviseur de l'Environnement du Territoire de BUMBA et le Chef de Poste de l'Agence Nationale de Renseignement de BUMBA ont pris part à cette réunion. La Société Civile de BUMBA a été représentée par son Coordonnateur, par le Leader du Groupe Thématique Environnement et par le Coordinateur de la SOPALI. L'Administrateur du Territoire lui-même présidait la réunion.

Pendant les vingt ans de l'exploitation forestière de la SIFORCO dans le territoire de BUMBA, d'une part, les Commnautés Locales des Groupements susmentionnés n'ont pas totalement trouvé satisfaction à cause de non réalisation des infrastructures prévues par des accords à leur bénéfice ; et d'autre part, la SIFORCO a subi d'énormes pertes de ses biens suite au vandalisme des Populations lors de leurs multiples révoltes contre elle.

C'est pourquoi, les transactions entre les deux parties ont eu comme base le principe « Perdant, perdant » : un modus vivendi, assorti de dispositions spéciales, a été trouvé. Partant, les Groupements intéressés ont accepté l'engagement de la SIFORCO d'appuyer la réalisation de 5 Ecoles et de 5 Centres de Santé en fournissant les matériaux de construction à la fin de mois de Juillet 2013. La charge de réalisation desdites infrastructures est confiée au Comité chargé de construction des infrastructures dans chaque Groupement.
Les détails de ce qui a été convenu se trouvent coulés dans un procès-verbal des transactions entre les deux parties signé par tous les participants. Chaque partie prenante à la réunion en a réussi un exemplaire.

Il est à remarquer que ladite réunion s'est déroulée dans l'ordre, dans un climat apaisé et bon enfant sans pour autant empêcher les participants de se dire des vérités à travers des débats animés.

Après la réunion, les participants s'étaient chaleureusement serré les mains et avaient pris des photos de famille devant la résidence de l'Administrateur du Territoire.

Fait à BUMBA, le 21 Mai 2013

Pour la Société Civile de Bumba :

Pasteur Jules César GBEMA
Coordonnateur
PROCES VERBAL DE RESTITUTION DES ACCORDS DU 14 ET 15 MAI 2013 ENTRE LA SIFORCO ET LES COMMUNAUTÉS LOCALES DU GROUPEMENT AUMA ET L'ELECTION DES MEMBRES DU COMITÉ CHARGE DE CONSTRUCTION DES INFRASTRUCTURES

3

L'an deux mille treize, le vingt et unième jour du mois de juin, au chef lieu du groupement AUMA, s'est tenue une réunion de restitution sur les accords du 14 et 15 mai 2013 à Mumba entre la Siforco et les communautés locales du groupement AUMA dans le secteur de MBANGI.

À l'issue de cette réunion, un comité chargé de construction d'une école et d'un centre de santé a été prevu en place de la manière suivante:

1. Chef de groupement Président
2. Monseigneur ANGRAND JULENI
3. Les Notables
4. Monseigneur LIBABE MOLEMA
5. Monseigneur ENGITANI MONBONI
6. L'infirmier titulaire
7. Monseigneur ANGRANDU LEON
8. Un directeur au préfet
9. Monseigneur NGABVIA
10. La société civile locale
11. Monseigneur EKPAHO MBANZO FLORIBERT

Le comité aura la mission de poursuivre le bien des travaux de construction de cette école et du centre de santé.

En foi de quoi, nous avons décidé de présenter Précis verbal l'an, le mois et le jour que dessus.
SIFORCO

Pour la Facilitéation
1. M. K. GEBE / BOWELA JF
2. ALASSO SUPACI
   M. K. GEBE / KABAN 1886

Pour la Notabilité AUMA

1. Chef de groupe: AMBANDU JULIEN

GROUPEMENT AUMA
COLLECT. YANGANGI
ZONE DE BUMBA

2. APOMBI AKPEN (notable)
3. MABOMBO BOUKUNG (notable)
4. ESIMO MBENGA (notable)
5. ZEZE BIMA (notable)

STATUT 14
COMITE CHARGE DE CONSTRUCTION
DU GROUPEMENT AUMA,
VILLAGE TSIMBI

01. Chef du groupement : président
   M. ANGANDU JULIEN

02. Notable : Mumba

03. M. LIBABE MELEMA

04. D. K. ENNITANI MODABONI

Directeur : Membre

05. M. NOZADUVA

Infirmier titulaire

06. M. ANGANDU, Ios

Société civile

06. EKHANZO MBANDO FLORIBERT.

Visé et approuvé par :

Le chef du groupement

ANGANDU SAMOENE JULIEN

[Signature]

STATUT 15
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<td>MBENZEA - PAO</td>
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<td>04</td>
<td>ENCESTRI - JEAN</td>
<td>Chef de la cantine</td>
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PROCES-VERBAL DE RESTITUTION DE L'ACCORD DU 14 ET 15 MAI 2018 ENTRE LA SIFORCO ET LES COMMUNAUTÉS LOCALES DU GROUPEMENT MOBENZA ET L'ÉLECTION DES MEMBRES DU COMITÉ CHARGE DE CONSTRUCTION DES INFRASTRUCTURES.

A LIBUTE, chef lieu du groupe MOBENZA, à une heure vingt deux minutes, le midi de ce jour, a eu lieu une réunion de restitution sur les résultats du 14 et 15 mai 2018 à Bumba retour de la SIFORCO et les communautés locales du groupe MOBENZA dans le territoire (de Bumba et dans le secteur de JANONGI).

A l'issue de cette réunion, un comité chargé de construction de l'infrastructure suivant:

1. Chef de groupe: Président
   **Monsieur L'HAVU MAURICE**

2. Les notables:
   * **Monsieur MBANZE ANGONGO**
   * **Monsieur MONGEBE MASOMBO**

3. Directeur de l'école:
   **Monsieur LIPAPA MOIZANI**

4. Société civile:
   **Monsieur MAGOINGO (Pasteur)**

Ce comité a la mission de déterminer et de conduire à bien les travaux de construction des infrastructures.
En foi de quoi nous avons, à présent, procès-verbal, l'an, le mois et le jour que prescrit.

POUR LA SIFORCO

LEON MUNENGE SABA

POUR LA FACILITATION

1. Mr. BOWELA JR. Long IGE

2. Mr. Michel GALAISONGU SOPALI

LE CHEF DE GROUPEMENT

Chef de Gp. MOBENZA

Maurice Li. 1940-1980

POUR LA NOTABILITE

MOBENZA.

1. M. BONZE ANGBONGI

2. MANEFU PANZAMALI

3. ABASOMBE MONZO

4. MANDANGA NAONO

5. LEOPARD MOIRANGI (directeur)
Groupe de Mabanza (libutu)

Comité de suivi: mpanya kotoya ecole.

1. Chef de Groupe de Mabanza
2. Notable Mbanze
3. Notable Mongebe
4. Directeur Liopp. Moizani
5. Pasteur. MAGOMO
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**STATUT 27**
PROCES-VERBAL DE RESTITUTION DE L’ACCORD QU’AVIONS EtroIT ENTRE LASIFERA ET LES COMMUNAUTÉS LOCALES DU GROUPEMENT YALISIKA ET L’ÉLECTION DES MEMBRES DU COMITÉ CHARGE DE CONSTRUCTION DES INFRASTRUCTURES.

A YAMAHINGI, chef lieu du Groupement YALISIKA, l’un des mille treize, le vingt et unième jour du mois de juin, a eu lieu une réunion de restitution sur l’accord du 14 et 15 Août 2013 à BUMBA entre la SI FOEO et les Communautes du Groupement de YALISIKA dans le canton de BUMBA et dans le secteur YANGONGA.

À l’issue de cette réunion, un Comité chargé de construction des infrastructures (école et centre de santé) a été mis en place comme ci-après :

1. **Chef du Groupement : Président**
   
   Mseni AMBENA ELENGA

2. **Deux Notables**
   
   Mseni BUTA MASUNGA

3. **Mseni MOPOTO MOREMBU**
   
   Le directeur de l’école

4. **Mseni KAOZI RULELO**
   
   L’Infirmière titulaire

5. **Mseni RUPHIN LISANGI**
La Société Civile : Romain Enzime José

Le comité de la mission de garde et de conduite à bien les travaux de construction

d'édifices infrastructures.

En foi de preuve que nous avons déposé le présent procès verbal devant le Président et la prise en charge.

Pour la S.F.M.C. : Le Chef du Groupe: Yalisika

Leon Mwenge Sasa

Pour la Facilitation : Pour la Notabilité Yalisika :

1. Onge Egeli: Bowela

2. Onge: Solali

Richel Guikwanda

1. Buta Mabunga

2. Enzime José

3. Lisang' Mabundhi

4. Asa Mabungu

5. Asolo Sasa
COMITÉ CHARGE DE CONSTRUCTION AU GROUPEMENT MALISICA VILLAGE NAMAHIMBI

1. Chef du groupement : Président
   Monsieur AMBENA ELENGA

Les notables : membres
2. Monsieur BOTA MABUNGA
3. Monsieur MOTOTU MOPEMBU

Présidé :
4. Monsieur KAOZI BULELO

Infirmier titulaire :
5. Monsieur RUPHIN LISANGI

Société civile :
6. Monsieur ENZIME JOSÉ

Vu et approuvé par :
Le Chef du Groupement
AMBENA ELENGA.
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L'an deux mille treize, le vingtième jour du mois de juin, à l'école primaire 2 MOBATA, s'est tenue une réunion de restitution sur l'accord du 14 et 15 mai 2013 à BUMBA entre la SIFORCO et les communautés du Groupement YAMBUKU dans le secteur YANDONGI.

À l'issue de cette réunion, un comité chargé de construction des infrastructures (2 écoles et 1 centre de santé) a été mis en place de la manière suivante :

1. Chef de groupement / Président :
   Monsieur LITALE LIKONDE

2. Notables (2)
   2. Monsieur ABUBA LIBONZE
   3. Monsieur AMBWA MANGELA

3. Directeurs des écoles (2)
   4. Monsieur MOBALI/EP. YAMOLEMBEA II
   5. Monsieur NDONGO ETAPF/INST. LIBUNDA

4. Infirmier titulaire
   6. Monsieur AEMBE CESAR

5. Société civile
   7. Monsieur DAMBA MBONGO

Ce comité a la mission de gérer et conduire à bien les travaux de construction des divers infrastructures.
En foi de quoi, nous avons établi le procès-verbal, l'acte, le mois et le jour que dessus.

SIFORCO

LEON MUNGENE SAL

Chef de secteur YANSONG

AMYGALI (Josphine) YAKU

Pour la facilitation

1. Ong IGED : BOWELA Jean Robert

2. Ong SOPAL : Néchel Gasela Kazando

Pour la notabilité YAMBUKU

1. Chez de MUNENGWA

2. ALASILU AMELO

3. AMBILOU, (Audette), chef du village MUNENGWA

4. MANGALI ESIEK NOTABLE

5. SYLVAIN NEOKA

6. Omer Moondi social civil
**COMITÉ DES CONSTRUCTION.**

1. CHEF DE GROUPEMENT YAKU : MR LITALE LIKOM.
2. NOTABLES : - MR ASISU BA LIBONIE (LOCALITÉ.
   - MR. ANDWA MANGELA (LOCALITÉ.
3. HÔPITAL YANOLEKA : INFIRMIER ANIBO.
4. ÉCOLES : E. P. YANOLENEBEA II
   - MR MOBALI
   - INSTITUT LIFUNDA ANDENDE
   - MR NAONGO ÉTAPE.
5. SOCIETE CIVILE : Damba Mbongò.

Séjourné à Yanoleka le 28/06
Casimir Litale - Libonde 2013
Chef de groupement de Yanheim
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Statut 7