
**LAND RECLAMATION AND REHABILITATION
SERVICES AGREEMENT**

BETWEEN

THE GHANA GOLD BOARD

AND

**THE GHANA ARMY ENGINEER BRIGADE (14
ENGINEER BRIGADE)**

(Represented by the Ministry of Defence)

REFERENCE NUMBER: GR/GOLDBOD/RMS-R/2026

JUNE 2026

THIS LAND RECLAMATION AND REHABILITATION SERVICES AGREEMENT (the "Agreement") is made this 19 day of June 2026 (the "Commencement Date")

BETWEEN **GHANA GOLD BOARD**, a body corporate established under the Ghana Gold Board Act, 2025 (Act 1140), with its principal office at 1 Thorpe Road, High Street, Accra, in the Greater Accra Region of the Republic of Ghana, acting by its Chief Executive Officer, **MR. SAMUEL GYAMFI** (hereinafter referred to as "GoldBod"), which expression shall, where the context so admits, include its successors and permitted assigns of the one part;

AND **THE MINISTRY OF DEFENCE**, acting through the Ghana Army Engineer Regiment, with its office at The Square, P.O. Box CT 139, Cantonments, Accra, in the Greater Accra Region of the Republic of Ghana, represented by its Chief Director, **MR. EMMANUEL AGBENYEGA KARTEY** of the same address (hereinafter referred to as the "Ministry" or "MoD"), which expression shall, where the context so admits, include its successors and permitted assigns of the other part.

The GoldBod and MoD are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS:

- (A) The GoldBod is established under the Ghana Gold Board Act, 2025 (Act 1140) and is mandated, among other things, to promote sustainability initiatives such as land reclamation in the minerals and mining ecosystem.
- (B) Illegal and irresponsible mining activities have caused land degradation, abandoned pits, forest reserve disturbance, river siltation and other environmental impacts in parts of the country;
- (C) The GoldBod, as part of sustainability and environmental restoration agenda, intends to support reclamation and rehabilitation works in selected degraded mining areas;
- (D) The Ministry, acting through the Ghana Army Engineer Regiment, has represented that it has the engineering, logistical, operational and technical capability required to undertake the earthworks reclamation and related site stabilization services contemplated under this Agreement.

- (E) The Parties have agreed to collaborate on the reclamation of a fifty (50) hectare degraded area within Compartment 161 of the Tano Nimiri Forest Reserve, Aowin Municipality, Western North Region, on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the definition provided in this Section shall have the applicable meaning:

“Agreement” means this Land Reclamation and Rehabilitation Services Agreement, including its schedules, annexures and any written amendments.

“Approved Workplan” means the detailed workplan, method statement, deployment plan and Master Schedule approved in writing by the GoldBod under this Agreement.

“BoQ” means the Bills of Quantities approved by the GoldBod as Annexure 1.

“Contract Sum” means Twenty-Seven Million Nine Hundred Thousand Two Hundred and Fifty-Three Ghana Cedis and Thirty-Eight Pesewas (GH¢27,900,253.38), inclusive of the agreed three percent (3%) contingency.

“Completion Date” is the date of completion of the Works as certified by the MoD.

“Defect” is any part of the Works not in accordance with the Agreement.

“Degraded Area” means the fifty (50) hectare Galamsey-impacted area within Compartment 161 of the Tano Nimiri Forest Reserve, Aowin Municipality, Western North Region.

“Effective Date” means the 6th day of July 2026.

“Project Area” means Compartment 161 of the Tano Nimiri Forest Reserve, Aowin Municipality, Western North Region, or such other area as the Parties may designate in writing.

“Reclamation Works” means the earthworks, pit filling, grading, compaction, land reshaping, slope stabilization, desilting, access preparation and related site stabilization activities to be undertaken by MoD under this Agreement.

“Services” means the Reclamation Works and all related reports, deliverables and obligations to be performed by MoD under this Agreement.

“Start Date” means the latest date by which the MoD shall commence the execution of the Reclamation Works.

“Temporary Works” means works designed, constructed, installed, and removed by the MoD that were necessarily required for the performance of the Reclamation Works under this Agreement.

1.2 The documents forming the Agreement shall be interpreted in the following order priority:

- 1.2.1 Agreement;
- 1.2.2 Drawings;
- 1.2.3 Bills of Quantities;
- 1.2.4 Site Plan;
- 1.2.5 Topographical Map; and
- 1.2.6 Any other document listed in the Agreement as forming part of the Agreement.

1.3 In this Agreement, unless the context otherwise requires, references to clauses and annexures are references to clauses of, and annexures to, this Agreement; words importing the singular include the plural and vice versa; headings are for convenience only and shall not affect interpretation; and a reference to any statute includes that statute as amended, re-enacted or replaced.

2. PURPOSE AND OBJECTIVES OF THE AGREEMENT

2.1 The Parties hereby agree that the purpose of this Agreement is to establish a contractual framework for the Ministry to undertake the Reclamation Works in respect of the Degraded Area for and on behalf of the GoldBod.

2.2 The Parties further agree that the specific objectives of the Agreement shall be to:

- (a) reclaim degraded and mined-out lands within the Project Area;
- (b) reshape abandoned pits, unstable workings and disturbed landforms;
- (c) stabilize affected slopes, drainage channels and buffer areas;
- (d) improve environmental safety and reduce public health risks associated with abandoned mining pits;

- (e) prepare the reclaimed area for ecological restoration and re-vegetation by the Forestry Commission or any other competent authority designated by the GoldBod;
- (f) prevent re-entry and further illegal mining activities in reclaimed areas, subject to the mandate of relevant security and regulatory agencies; and
- (g) provide accurate technical, environmental, cost and performance records to support monitoring, accountability and future interventions.

3. APPOINTMENT AND TERM

- 3.1 The GoldBod hereby appoints the Ministry to perform the Services provided under clauses 2.2, 4.1 and 4.2, and MoD accepts the appointment, subject to the terms of this Agreement and the Approved Workplan.
- 3.2 The Parties agree that the Services shall commence on the Effective Date and shall continue until completion and acceptance of the Services by the GoldBod, unless earlier suspended or terminated in accordance with this Agreement.
- 3.3 The Parties agree that within five (5) Business Days of the date of execution of this agreement, MoD shall submit a detailed workplan for review and approval by the GoldBod. The workplan shall set out the schedule of works and milestones for the delivery of the Services.
- 3.4 The Parties further agree that within seven (7) Business Days of approval of the workplan, the Parties shall agree a Master Schedule, which shall form part of this Agreement.
- 3.5 The Parties agree that the Master Schedule shall include milestones for mobilisation, site preparation, earthworks, site stabilization, monitoring, maintenance, reporting, demobilization and handover.
- 3.6 The Parties acknowledge that implementation timelines may be affected by weather, site conditions, security, regulatory directives and other operational constraints. In such instances, MoD shall promptly notify the GoldBod of any delay, the reasons for the delay and the mitigation measures proposed.

4. SCOPE OF SERVICES

- 4.1 The Parties agree that MoD shall perform the Services in accordance with this Agreement, the Approved Workplan, the approved BoQ and all applicable laws and regulatory requirements.

4.2 Without limiting clauses 4.1 and 2.2, the Services shall include, where applicable:

- (a) site reconnaissance and technical assessment;
- (b) topographic, engineering and environmental surveys;
- (c) site clearing, preparation and controlled access works;
- (d) pit filling, grading, levelling, compaction and landform reshaping;
- (e) dewatering, water diversion and drainage management where required;
- (f) haulage, spreading and compaction of suitable backfill material;
- (g) erosion control, slope stabilization and buffer zone protection;
- (h) construction, improvement and maintenance of necessary temporary access routes;
- (i) management and lawful disposal of waste or unsuitable materials;
- (j) rehabilitation support for affected watercourses, drainage channels and silted areas;
- (k) site safety controls, signage and incident management; and
- (l) any other reclamation-related activity approved in writing by the GoldBod
- (m) Security and protection of reclaimed sites for the duration of the reclamation project;

4.3 The Parties acknowledge that vegetative restoration, ecological rehabilitation and tree planting within the reclaimed Project Area shall be undertaken by the Forestry Commission or such other competent authority as the GoldBod may designate. MoD's obligations are limited to earthworks reclamation, site stabilization and certification of readiness for handover, unless otherwise agreed in writing.

4.4 The Parties agree that MoD shall submit the following deliverables to the GoldBod in both digital and hard copy form, unless the GoldBod directs otherwise:

- (a) detailed workplan and method statement;
- (b) monthly progress reports indicating equipment utilization and personnel deployment, environmental, health and safety compliance, earthworks and reclamation performance, incident and safety reports, where applicable;
- (c) site completion and readiness-for-handover report; and
- (d) final reclamation report with as-built records, photographs, maps, quantities executed, challenges encountered and lessons learned.

5.0 LOGISTIC SUPPORT

5.1 The Parties hereby agree that MOD shall undertake the construction of a Forward Operation Base (FOB) as part of the logistic support for the Services which shall include the following the:

- 5.1.1 Construction of 4 rooms, washrooms, kitchen and dining area;
- 5.1.2 Supply and Installation of solar panels.
- 5.1.3 Drilling of Borehole for Provision of potable drinking water.

5.1.4 Provision of external works with regards to the construction of the Forward Operating Base.

5.2 The Parties agree that MOD shall occupy and utilize the FOB for the period of the agreement or till the expiration of the agreement.

5.3 The FOB shall be handed over to the GoldBod upon final certification and completion of the reclamation works.

6.0 SERVICE STANDARDS, COMPLIANCE AND QUALITY ASSURANCE

6.1 The Parties agree that MoD shall perform the Services with due skill, care, diligence and professionalism and in accordance with accepted engineering, land reclamation, environmental protection and occupational health and safety standards.

6.2 MoD shall deploy competent engineers, operators, environmental personnel, supervisors and other technical personnel necessary for the proper performance of the Services.

6.3 MoD shall comply with all applicable Ghanaian laws, regulatory directives and standards, including requirements of the Environmental Protection Authority, Forestry Commission, Minerals Commission and any other relevant public authority.

6.4 The GoldBod may, at its cost, appoint an independent consultant or technical reviewer to validate, inspect, audit or peer-review the Services. MoD shall provide reasonable access to the Project Area, personnel, records and supporting documentation for that purpose.

6.5 Where the GoldBod determines that any part of the Services is defective, unsupported, unsafe or non-compliant, the GoldBod may require MoD to correct, clarify or re-perform the relevant Services at no additional cost, to the extent the deficiency is attributable to MoD.

7.0 OBLIGATIONS OF THE GOLDBOD

7.1 The Parties agree that the GoldBod shall review the workplan, reports, invoices and supporting documents submitted by MoD within a reasonable time.

7.2 The GoldBod shall facilitate necessary stakeholder engagement with relevant ministries, agencies, local authorities and community stakeholders, where required for effective implementation.

7.3 The GoldBod shall make payments to MoD in accordance with clause 9, subject to certification, satisfactory performance and compliance with this Agreement.

7.4 The GoldBod may issue reasonable technical, operational or strategic directions to MoD in relation to the Services, provided that any direction involving cost variation shall be subject to clause 10.

8.0 MONITORING, REPORTING AND PERFORMANCE EVALUATION

8.1 The Parties agree that the GoldBod may establish a technical oversight committee to monitor implementation, review reports, certify milestones and assess performance under this Agreement.

8.2 The Parties agree that performance indicators shall include:

- (a) percentage of the fifty (50) hectare site graded to approved design levels;
- (b) volume of material excavated, moved, placed and compacted;
- (c) area of slope stabilisation and erosion control completed;
- (d) site stability, safety and environmental performance; and
- (e) certification of site readiness for handover to the Forestry Commission or any other designated competent authority.

8.3 MoD shall keep complete and accurate technical, financial, operational, environmental and safety records in relation to the Services and shall make such records available to GoldBod upon reasonable request.

9.0 CONTRACT SUM AND PAYMENT

9.1 The Parties agree that the Contract Sum for the Services shall be Twenty-Seven Million Nine Hundred Thousand Two Hundred and Fifty-Three Ghana Cedis and Thirty-Eight Pesewas (GH¢27,900,253.38), inclusive of the agreed three percent (3%) contingency, as particularly set out in Annexure 1.

9.2 The GoldBod shall pay the Contract Sum in the following instalments, subject to receipt of valid invoices, supporting documentation and certification by the GoldBod:

- (a) fifty percent (50%) within five (5) business days after the written approval by the GoldBod of the detailed workplan and mobilisation requirements;

- (b) thirty percent (30%) upon completion, assessment and certification of BoQ No. 2 or the relevant milestone stated in the Approved Workplan; and
- (c) twenty percent (20%) upon completion, certification and acceptance of the Services by the GoldBod.

9.3 The GoldBod shall pay approved and undisputed invoices within thirty (30) days of receipt of the relevant invoice and all supporting documents.

9.4 The GoldBod may withhold payment for incomplete, defective, unsupported, uncertified or non-compliant Services until the relevant issue has been corrected or resolved to the GoldBod's reasonable satisfaction.

9.5 No payment by the GoldBod shall constitute a waiver of any right to reject defective work, recover overpayments, require correction of deficiencies or enforce any other right under this Agreement.

10.0 VARIATIONS AND COST CONTROL

10.1 The Parties hereby agree that no variation to the scope, BoQ, Contract Sum, Services, Project Area or Approved Workplan shall be valid unless agreed upon by the Parties in writing before the relevant varied work is undertaken.

10.2 The Parties further agree that any request for additional cost, escalation, inflation adjustment, exchange rate adjustment, prolongation cost or contingency utilization shall be supported by detailed justification and shall be agreed upon by the Parties in writing.

10.3 The Parties agree that any expenditure beyond an approved phase or milestone shall be subject to the GoldBod's written approval following review of the preceding phase, deliverables and performance results.

11.0 SUSPENSION, SCALE-DOWN AND STRATEGIC REPRIORITISATION

11.1 The Parties hereby agree that the GoldBod may suspend, scale down, defer or reprioritize any aspect of the Services for safety, budgetary, legal, environmental, operational, strategic, regulatory or technical reasons.

11.2 The identification or commencement of activities in respect of the Project Area shall not oblige the GoldBod to continue implementation or funding beyond approved phases.

11.3 Where the Services are suspended, the Parties shall cooperate to stabilize affected sites, protect communities and the environment, safely demobilize personnel and equipment, and submit interim reports for completed works.

12.0 DATA, RECORDS AND INTELLECTUAL PROPERTY

12.1 All reports, maps, photographs, environmental data, survey data, technical records, as-built records and related materials generated under this Agreement shall be the property of the GoldBod.

12.2 MoD shall not disclose, publish, transfer or use such materials outside the performance of this Agreement without the GoldBod's prior written consent, except where disclosure is required by law or a competent public authority.

13.0 INDEMNITY AND LIABILITY

13.1 MoD shall indemnify the GoldBod against third-party claims, losses, damages, liabilities, environmental harm, worker injury and costs arising directly from MoD's negligence, willful misconduct, breach of law or material breach of this Agreement.

13.2 Each Party shall be responsible for the acts and omissions of its employees, agents, contractors and representatives engaged in connection with this Agreement.

13.3 The GoldBod shall not be liable for indirect, consequential, punitive or special damages arising out of or in connection with this Agreement.

13.4 Nothing in this Agreement limits liability for fraud, criminal conduct, gross negligence, willful misconduct or any liability which cannot lawfully be limited.

14.0 TERMINATION

14.1 Either Party may terminate this Agreement by written notice if the other Party commits a material breach and, where the breach is capable of remedy, fails to remedy the breach within fourteen (14) days after receipt of written notice requiring remedy.

- 14.2 The GoldBod may terminate this Agreement by giving fourteen (14) days' written notice to MoD, where continuation is no longer justified by budgetary, strategic, legal, operational or public interest considerations.
- 14.3 Upon termination, MoD shall cease further work except as reasonably necessary to secure the site, protect life and property, demobilize safely and submit all records and reports for work completed up to the termination date.
- 14.4 MoD shall be entitled only to payment for properly performed, documented and accepted Services up to the effective date of termination, subject to the GoldBod's right to set off any amounts due to MoD

15.0 FORCE MAJEURE

- 15.1 Neither Party shall be liable for failure or delay in performing any obligation, other than a payment obligation, to the extent caused by an event beyond its reasonable control which could not reasonably have been prevented or mitigated.
- 15.2 For purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond the reasonable control of the affected Party which could not have been prevented or mitigated by the exercise of reasonable care, diligence, or foresight, and does not result from or arise out of any act or omission, negligence, willful misconduct, or breach of this Agreement by such Party. Force Majeure Events include but are not limited to:
- 15.2.1 acts of God, fire, explosion, earthquake, landslide, or severe storms;
 - 15.2.2 flooding, tidal waves, or other extreme weather conditions;
 - 15.2.3 war (whether declared or not), revolution, terrorism, civil unrest, riots, sabotage, embargo, or military operations;
 - 15.2.4 epidemics, pandemics, or public health emergencies;
 - 15.2.5 government directives, legal restrictions, or regulatory actions imposed after the Effective Date;
 - 15.2.6 operational disruptions affecting transport, logistics, fuel supply, or equipment availability; and
 - 15.2.7 any other unforeseeable event beyond the reasonable control of the affected Party.
- 15.3 A Party affected by a Force Majeure Event shall not be deemed in breach of this Agreement provided that:
- 15.3.1 it has taken all reasonable precautions and mitigation measures to fulfill its obligations under this Agreement; and

15.3.2 it has notified the other Party promptly upon becoming aware of the occurrence of the Force Majeure Event, including details of the event and its expected impact.

15.4 If a force majeure event continues for more than sixty (60) days, either Party may terminate this Agreement by written notice.

16.0 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

16.2 The Parties shall first attempt to resolve any dispute through good-faith consultation by their authorized representatives or a joint technical committee.

16.3 If the dispute is not resolved within fourteen (14) business days after referral, the dispute shall be finally resolved by arbitration under the rules of the Ghana Arbitration Centre.

16.4 The seat of arbitration shall be Accra, Ghana. The language of the arbitration shall be English. The tribunal shall consist of three (3) arbitrators, one appointed by each Party and the third appointed by the two arbitrators so appointed.

16.5 The arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

17.0 NOTICES

All notices under this Agreement shall be in writing and delivered by hand, courier, registered mail or email to the addresses stated below or to such other address as a Party may notify in writing.

For The GoldBod
Ghana Gold Board
1 Thorpe Road, High Street
Accra, Ghana
Attention: Chief Executive Officer
Email:

For MoD
Ministry of Defence
The Square, P.O. Box CT 139
Cantonments, Accra, Ghana
Attention: Honourable Minister for Defence
Email:

18.0 GENERAL PROVISIONS

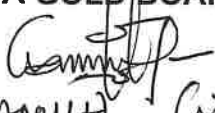
- 18.1 Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to a statutory successor.
- 18.2 Nothing in this Agreement prevents the GoldBod from engaging any other person or entity to undertake similar or related reclamation, rehabilitation or environmental restoration activities.
- 18.3 No waiver shall be effective unless made in writing. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 18.4 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 18.5 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior discussions and understandings on that subject.
- 18.6 This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
- 18.7 The clauses on payment, confidentiality, data ownership, indemnity, liability, dispute resolution and any accrued rights or obligations shall survive expiration or termination of this Agreement.

19.0 SCHEDULE

- 19.1 Compartment 161 of the Forest Reserve lies West of Enchi and falls under the administration of the Enchi Forest District but politically it is under the jurisdiction of Aowin District Assembly with the capital at Enchi.
- 19.2 IN CONSIDERATION, of all that piece or parcel of land situate laying and being at (TANO NIMIRI) in the AOWIN DISTRICT in the Western North Region of the Republic of Ghana containing an approximate area of **120.36 Acre(s) or 48.71 Hectare(s)** more or less bounded at the North by Tano River measuring **2757.4** feet more or less , at the East by Tano River measuring **2757.4** feet more or less on the South by **FMU : 11 (Lot 121)** measuring **2669.2** feet more or less and at the West by **FMU : 11 (Lot 143 and 161)** measuring **2606.7** feet more or less in which piece of land is more particularly delineated on the Plan attached hereto and shewn edged Pink.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands and seal in execution of this Agreement on the day and year first above written.

For: **GHANA GOLD BOARD**

Signature: 

Name: **SAMUEL GYAMFI (CEO)**

Date: **19/06/16**

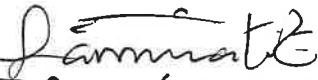
Witness:

Signature: 

Name: **Richard Nunkpebe**

Date:

For: **THE MINISTRY OF DEFENCE**

Signature: 

Name: **E-A. KARIYE**

Date: **19/06/16**

Witness:

Signature: 

Name: **Brig Gen R Kinnery**

Date:



ANNEXURES

ANNEXURE 1: APPROVED BILLS OF QUANTITIES / CONTRACT SUM

To be attached: approved Bills of Quantities and cost build-up for the reclamation of fifty (50) hectares at Compartment 161, Tano Nimiri Forest Reserve, Aowin Municipality, Western North Region, with Contract Sum of GH¢27,900,253.38 inclusive of three percent (3%) contingency.

ANNEXURE 2: PLAN OF LAND FOR TANO NIMIRI FOREST RECLAMATION

ANNEXURE 3: TIMELINES FOR RECLAMATION PROJECT

ANNEXURE 4: TOPOGRAPHICAL MAP FOR TANO NIMIRI FOREST RESERVE

ANNEXURE 5: AERIAL SURVEY OF THE SITE

ANNEXURE 6: DRAWINGS FOR FORWARD OPERATING BASE

AGREEMENT DATA

- 1.1 The following Documents form part of the Agreement:
- 1.2 The title of the Agreement is THE RECLAMATION OF 50 HECTARES OF DEGRADED AREA AT COMPACTMENT 161 OF THE TANO-NIMIRI FOREST RESERVE, AOWIN MUNICIPALITY AT WESTERN NORTH REGION.
- 1.3 The reference number of the Agreement is: GR/GOLDBOD/RMS-R/2026.
- 1.4 The site is located in the TANO- NIMIRI FOREST RESERVE, AOWIN MUNICIPALITY AT WESTERN NORTH REGION and is defined in the attached site layout.
- 1.5 The Start Date shall be ten (10) DAYS AFTER SIGNING OF AGREEMENT.
- 1.6 The Intended Completion Period for the whole of the Works shall be 10 WEEKS from the Start Date.
- 1.7 The Defects Liability Period is 6 MONTHS.