
**LAND REHABILITATION AND REFORESTATION
SERVICES AGREEMENT**

BETWEEN

THE GHANA GOLD BOARD

AND

THE FORESTRY COMMISSION

THIS LAND REHABILITATION AND REFORESTATION SERVICES AGREEMENT is made this 19 day of June, 2026 ("Commencement Date")

BETWEEN

GHANA GOLD BOARD (GOLDBOD), 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, Samuel Gyamfi, (hereinafter referred to as the "GoldBod"), which expression shall where the context so admits include its agents, privies, successors and assigns of the one part;

AND

THE FORESTRY COMMISSION OF GHANA, a statutory body established under the Forestry Commission Act, 1999 (Act 571), with its principal office at Accra in the Republic of Ghana, acting by its Chief Executive, Dr. Hugh C. A. Brown (hereinafter referred to as the "Forestry Commission" or "FC"), which expression shall where the context so admits include its agents, privies, successors and assigns of the other part.

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

WHEREAS:

- A. The GoldBod is mandated under the Ghana Gold Board Act, 2025 (Act 1140) to support responsible and sustainable mining practices, environmental restoration, formalization of artisanal and small-scale mining activities and the rehabilitation of mining-impacted areas;
- B. Illegal and irresponsible mining activities have resulted in extensive degradation of forest reserves, river bodies and environmentally sensitive ecosystems across the Republic of Ghana;
- C. The GoldBod has initiated a national program for the reclamation and restoration of degraded mining lands and has engaged the Ghana Army Engineer Regiment through the Ministry of Defence to undertake reclamation earthworks, pit filling, grading, land reshaping, compaction and site stabilization works, among other civil engineering works within designated project areas;
- D. The Forestry Commission is the statutory authority responsible for the conservation, development, management and sustainable utilization of Ghana's forest and wildlife resources and possesses the technical expertise required for reforestation and post-reforestation management;

- E. Following completion of reclamation earthworks and certification of site readiness by the Ministry of Defence and the Forestry Commission, the GoldBod intends to engage the Forestry Commission to undertake reforestation and long-term maintenance activities within the Project Area;
- F. The Forestry Commission has agreed to provide such services subject to the terms and conditions of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

In this Agreement:

“Agreement” means this Land Rehabilitation and Reforestation Services Agreement including all schedules and annexures.

“Degraded Area” means approximately fifty (50) hectares of mining-impacted land situated 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 the Degraded Area and any additional area subsequently designated by the GoldBod and agreed by the Parties.

“Rehabilitation” means the process of restoring land, water, vegetation, or the environment affected by an activity to a safe, stable, functional, and environmentally acceptable condition.

“Reforestation” means the reforestation implementation plan approved by the GoldBod.

“Maintenance Period” means the period during which the Forestry Commission shall undertake maintenance, replacement planting, weed control, fire prevention and monitoring activities.

“Site Readiness Certificate” means the certification issued following completion of reclamation earthworks confirming that the Project Area is suitable for reforestation and ecological restoration activities.

“Services” means the rehabilitation, reforestation, maintenance, monitoring and related services described under this Agreement.

2. OBJECTIVE

The Parties hereby agree that the objective of this Agreement is to establish a framework for the restoration of degraded mining lands through:

- a. Reforestation and afforestation;
- b. Long-term environmental sustainability;
- c. Monitoring and maintenance of restored areas; and
- d. Technical supervision and certification of reclamation work undertaken by third parties engaged by the GoldBod.

3. TERM

3.1 The Parties agree that this Agreement shall commence on the Effective Date and remain in force for a period of 12 calendar months unless earlier terminated in accordance with this Agreement. The Agreement upon expiry shall be renewable for another term over a period of 10 years.

3.2 The Services shall be undertaken in accordance with approved annual work plans and implementation schedules.

3.3 The GoldBod may expand the Project Area or assign additional restoration sites by written notice.

4. SCOPE OF SERVICES

4.1 The Parties hereby agree that the Forestry Commission shall:

4.1.1 Undertake GIS mapping and restoration zoning;

4.1.2 Reforestation Activities

- a. Establish and manage nurseries;
- b. Supply seedlings and planting materials;
- c. Undertake tree planting activities;
- d. Restore degraded ecosystems using approved indigenous and exotic species.

4.1.3 Site Rehabilitation

- a. Improve soil fertility and ecological functionality;
- b. Stabilise disturbed landscapes through vegetation cover;

4.1.4 Monitoring and Maintenance

- a. Weed control;

- b. Fire prevention and forest protection;
- c. Replacement planting;
- d. Tree survival assessments;

4.1.5 Technical Oversight

4.2 The Forestry Commission shall support the GoldBod to:

- a. Supervise reclamation works undertaken by the Ministry of Defence;
- b. Verify compliance with approved engineering and environmental standards;
- c. Certify readiness of reclaimed areas for reforestation by issuing a Site Readiness Certificate;
- d. Provide technical recommendations regarding reclamation outcomes.

5. DELIVERABLES

5.1 The Parties hereby agree that the Forestry Commission shall submit:

- a. Inception Report;
- b. Reforestation Implementation Plan;
- c. Annual Work Plans;
- d. Monthly Progress Reports;
- e. Tree Survival Assessment Reports;
- f. Annual Reforestation Performance Reports; and
- g. Final Reforestation Completion Report.

5.2 The Parties hereby agree that the Forestry Commission shall submit a Reforestation Implementation Plan within 7 Business Days after the Commencement Date detailing activities and timelines as well as Maintenance activities as provided in this Agreement.

6. SERVICE STANDARDS

6.1 The Parties hereby agree that the Forestry Commission shall ensure that all Services:

- a. Conform with applicable laws of Ghana;
- b. Comply with Forestry Commission standards;
- c. Reflect internationally accepted reforestation practices;
- d. Are undertaken by qualified personnel;
- e. Promote long-term environmental sustainability.

7. MONITORING AND PERFORMANCE INDICATORS

7.1 The Parties hereby agree that the Forestry Commission shall achieve and maintain:

- a. Reforestation of the entire Project Area;
- b. Minimum first-year tree survival rate of 80%;
- c. Minimum third-year tree survival rate of 75%;
- d. Vegetative cover of not less than 75% of the Project Area;
- e. Continuous implementation of fire prevention measures;
- f. Compliance with all approved reforestation plans.

7.2 The Parties agree that the GoldBod may undertake independent inspections and audits at any time.

8. CONTRACT PRICE AND PAYMENT

8.1 The Parties hereby agree that the total contract sum shall be **GH¢7,297,112.00** or such revised amount approved by the GoldBod.

8.2 The Parties hereby agree that the Payment shall be made as follows:

Phase I – Establishment and Planting

An amount of **GH¢2,255,612.00** upon:

- a. submission of the Reforestation Implementation Plan;
- b. approval of the Annual Work Plan;
- c. mobilization to site.

Phase II – Year Two Maintenance

GH¢946,500.00 upon certification of Year One deliverables.

Phase III – Years Three to Five Maintenance

GH¢2,107,500.00 upon certification of preceding activities.

Phase IV – Years Six to Ten Maintenance

GH¢1,987,500.00 upon certification of preceding activities.

8.3 The GoldBod may withhold payment where deliverables remain incomplete, deficient or unsupported.

8.4 No variation shall be effective without the GoldBod's prior written approval.

9. AUDIT AND INSPECTION

9.1 The Parties hereby agree that the GoldBod shall have the unrestricted right to:

- a. inspect the Project Area;
- b. verify reported activities;
- c. review records;

- d. conduct environmental and financial audits.

9.2 The Parties agree that the Forestry Commission shall provide all necessary cooperation for the purposes of such audit(s).

10. DATA OWNERSHIP

All reports, maps, GIS data, drone imagery, ecological surveys, biodiversity studies, restoration databases and related materials produced under this Agreement shall be shared exclusively between the Forestry Commission and the GoldBod.

11. TERMINATION

11.1 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.

11.2 The GoldBod may terminate this Agreement for convenience by giving fourteen (14) days' written notice to Forestry Commission, where continuation is no longer justified by budgetary, strategic, legal, operational or public interest considerations.

11.3 Upon termination, Forestry Commission 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.

11.4 Forestry Commission 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 the GoldBod.

12. INDEMNITY

The Forestry Commission shall indemnify the GoldBod, its officers, agents, assigns and privies against claims, liabilities, losses and damages arising from the Forestry Commission's negligence, misconduct or breach of this Agreement.

13. FORCE MAJEURE

13.1 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.

13.2 A Party affected by a force majeure event shall promptly notify the other Party, provide reasonable details of the event and its expected impact, and take reasonable steps to mitigate the impact.

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

14. GOVERNING LAW AND DISPUTE RESOLUTION

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

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

14.3 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.

14.4 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.

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

15. NOTICES

15.1 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	For Forestry Commission
Ghana Gold Board 1 Thorpe Road, High Street Accra, Ghana Attention: Chief Executive Officer	Forestry Commission GIMPA, Accra Attention: Chief Executive
Email: _____	Email: _____

16. GENERAL PROVISIONS

16.1 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.

16.2 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.

16.3 No waiver shall be effective unless made in writing. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.4 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.5 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.

16.6 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.

16.7 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

For: **GHANA GOLD BOARD**

Signature:

Name: SAMUEL AYAMFI (CEO)

Date: 19/06/2026

Witness:

Signature:

Name: Puhon Nunkpelen

Date:

For: **THE FORESTRY COMMISSION**

Signature:

Name: HUGH C. A. BROWN

Date:

19/06/26



Witness:
Signature:
Name:
Date:


JENNY S. GRIFFIN