

A photograph of a large industrial mining facility at dusk. The scene is dominated by a complex network of dark metal structures, including a tall tower on the left and a long, elevated conveyor system stretching across the middle. The sky is a gradient of blue and orange, suggesting sunset or sunrise. Several lights are visible, casting a warm glow on the structures and creating a hazy atmosphere. The overall tone is industrial and dramatic.

AURUM MINING

Agreements That Hold

Community development agreements, governance and shared value in mining

OUR POSITION

Community agreements fail when they are treated as a signature event rather than a governed system. A governance-first approach scopes the right instrument, secures legitimate representation, builds a negotiation architecture, funds and implements commitments through clear accountabilities, and keeps performance correctable through monitoring, grievance and 审

EVIDENCE FIRST | DECISIONS MADE EXPLICIT | DELIVERY CONDITIONS STATED

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Executive summary

Company community conflict is repeatedly described in the public record as a translation mechanism from environmental and social risk into business cost. The evidence base cited here is explicit about cost channels, including lost productivity, staff time, reputational impacts and financing effects, and it is also explicit that these costs are often under recognised until disruption forces visibility. For agreement design, the practical implication is that a weak or unmanaged community development agreement is not neutral. It can become a cost amplifier by creating expectations without delivery control, or by creating delivery without agreed legitimacy and correction pathways.

Sources: WP09-03, WP09-04

Published estimates show that delay and disruption can reach levels that quickly dominate the economics of a project, and they also show that conflict costs are not limited to large operators. One cited example estimates roughly US\$20 million per week of delayed production in net present value terms for a major world class project with US\$3 to 5 billion of capital expenditure. The same source records a junior explorer example of disruption costing on the order of US\$20,000 per day. The editorial lesson is governance-first: treat agreement design, implementation and correction as core risk control, not as a community relations deliverable.

Sources: WP09-01, WP09-02, WP09-03

The regulatory setting includes mandatory community development agreements and community fund regimes, alongside voluntary baselines set by standards and

lenders. Statutes in multiple jurisdictions require an agreement with a host or primary host community, sometimes before development activity, and some impose funding floors or structured benefit allocation mechanisms. In parallel, widely used standards require stakeholder engagement, due diligence and access to grievance mechanisms, and in defined circumstances require Free, Prior and Informed Consent for affected Indigenous Peoples. A governance-first reading treats these as design constraints that shape representation, process, controls and assurance.

Sources: WP09-05, WP09-08, WP09-10, WP09-21

Because there is no single global framework for community development agreements, practice varies widely in naming, structure, funding bases and institutional forms. The public record also flags components that correlate with success, including effective grievance mechanisms, and it documents that funding approaches range from revenue or profit percentages to fixed sums or in kind contributions. Shared value provides a disciplined way to connect community commitments to operating practice by framing policies that advance community conditions while enhancing competitiveness, but it still requires governance to keep decisions traceable and correctable. In this paper, signature is treated as an early control point, not the definition of success.

Sources: WP09-16, WP09-17, WP09-18, WP09-26

At a glance

Six evidence markers establish the scale, threshold or decision condition carried into the chapters that follow.

~US\$20m/week

DELAY COST SIGNAL FOR A MAJOR WORLD-CLASS PROJECT (NPV TERMS)

Source: WP09-01

~US\$20k/day

DISRUPTION COST SIGNAL FOR A JUNIOR EXPLORER EXAMPLE

Source: WP09-02

0.01%

SIERRA LEONE CDA STATUTORY ANNUAL FLOOR (1% OF 1% OF PRIOR-YEAR GROSS REVENUE)

Source: WP09-07

0.3%

DRC TURNOVER PAYMENT INTO A COMMUNITY DEVELOPMENT FUND

Source: WP09-10

0.5% and 1%

GUINEA TURNOVER SHARES FOR LOCAL ECONOMIC DEVELOPMENT FUND (FODEL) BY SUBSTANCE

Source: WP09-11

55 countries

EITI STANDARD IMPLEMENTATION FOOTPRINT (DISCLOSURE BASELINE)

Source: WP09-20

Method and boundaries

This paper is a bounded synthesis of registered public evidence. Source identifiers remain visible so that each quantitative or framework statement can be traced to its dossier row.

INTENDED READERS

- Mining executives and asset leaders
- Social performance and community relations teams
- Legal and compliance teams in extractives and finance teams supporting CDA funding flows and controls

READING METHOD

- Read each chapter opener as a decision frame.
- Use the three section exhibits as working review instruments.
- Return to the evidence ledger before reusing any number or requirement.

BOUNDARIES

- Evidence is restricted to the registered dossier rows; the paper does not assert jurisdictional details, thresholds or outcomes not present in those rows. [WP09-32]
- Where the archived public record is silent on a specific statutory trigger or threshold (example noted for Ghana), the content states the gap and does not supply a number. [WP09-32]
- The stage-gate health check is a framework instrument only, argued from the cited public record, and carries no project data and no claimed delivery outcome. [WP09-30]
- Cost figures cited from the conflict-cost literature are context-specific estimates as published and should not be treated as universal forecasts for any particular project. [WP09-01][WP09-03]
- References to standards and guidance documents indicate expectations and design constraints, not a guarantee of social licence or conflict avoidance. [WP09-21][WP09-24][WP09-17]

PUBLICATION DISCIPLINE

- No client identity or company-age claim is published.
- No Aurus delivery result is inferred from public guidance.
- Dated forecasts retain their institution and vintage.

01

BUSINESS CASE

The cost of a weak agreement

Conflict costs are documented and material. Weak agreements convert predictable friction into delay, disruption and unbounded commitments because they lack decision rights, controls and correction paths.

Translate

ENVIRONMENTAL AND SOCIAL RISK
INTO BUSINESS COST | WP09-04

~50 cases

PUBLIC CASES REVIEWED IN ONE CITED
CONFLICT-COST STUDY (APPROXIMATE
AS PUBLISHED | WP09-03

45 interviews

CONFIDENTIAL INTERVIEWS INFORM-
ING ONE CITED CONFLICT-COST STUDY
| WP09-03

1.1 Conflict is a cost pathway, not a public relations issue

The public record frames company community conflict as a mechanism that turns environmental and social risk into business cost. The documented cost channels are not confined to lost output. They include staff time diverted into conflict response, reduced productivity, reputational harm and financing impacts. When a community agreement is written as a list of promises without a governing system, it can intensify these channels by creating ambiguity about who decides, what evidence counts and how commitments will change when conditions change. A governance-first approach starts by treating the agreement as an operating control: it defines decisions, accountabilities and correction routes as carefully as it defines benefits.

WP09-04

One cited study argues from interviews, case analysis and fieldwork that these costs are often under recognised until conflict forces them onto project dashboards. That matters for agreement design because under-recognition produces under-investment in the parts of an agreement that prevent escalation, including representation testing, grievance design and monitoring discipline. Treating signature as the endpoint typically means that the agreement does not have the internal machinery to respond when the first contested decision arises. The evidence does not claim that every agreement prevents conflict. It does support the view that unmanaged social and environmental risk becomes business cost, so agreement governance should be built to manage that translation risk.

WP09-03, WP09-04

DECISION INSTRUMENT

Conflict cost pathway map for agreement design

Use this as a decision aid to map how agreement weaknesses can convert stakeholder friction into measurable cost channels described in the literature.

TEST	EVIDENCE READING	DECISION RESPONSE
Trigger event	Environmental or social risk escalates into contested decisions	List the top three decision points that could trigger conflict and assign a decision owner in the agreement governance model
Cost channel	Costs can arise through lost productivity, staff time, reputational and financing effects	For each decision point, specify what internal controls prevent drift into these channels
Visibility lag	Costs are often under recognised until disruption occurs	Define early-warning evidence and reporting cadence before disruption forces recognition
Correction route	Conflict costs grow when commitments are not correctable	Include a change and dispute pathway tied to defined evidence and timelines

Sources: WP09-03, WP09-04

1.2 Delay and disruption can dominate project economics

Published estimates illustrate why governance discipline in community agreements is not optional. For a major world class mining project with capital expenditure between US\$3 and 5 billion, one cited source estimates costs of roughly US\$20 million per week of delayed production in net present value terms. This is not presented as a universal constant and it is tied to the study context, but it is a clear signal that delay rapidly becomes the dominant financial variable. A weak agreement contributes to delay when it is not scoped to real decision points such as land access, local employment pathways or community development project sequencing, and when it cannot manage disagreements without work stoppage risk.

WP09-01, WP09-03

The same study also records a junior explorer example with disruption costs on the order of US\$20,000 per day, reinforcing that scale does not remove exposure. The study reports that the most frequent costs identified across cases arose from lost or delayed production, which aligns with a governance-first focus on maintaining predictable operations. Agreement governance does not eliminate conflict, but it can constrain escalation by setting representation rules, dispute resolution steps and change control. If those elements are absent or ceremonial, a project may still have a signed document while operating without a stable consent and delivery system.

WP09-02, WP09-03

DECISION INSTRUMENT

Delay-cost triage questions for CDA governance

Use this as a gate before and after signature to focus agreement effort on the operational decisions most likely to drive delay or disruption costs.

TEST	EVIDENCE READING	DECISION RESPONSE
Critical decision points	Lost or delayed production is a frequent cost in documented conflict cases	Identify which operational decisions the agreement must de-risk first and schedule them explicitly
Time-to-resolution	Disruption cost accrues daily or weekly when disputes stall work	Set binding response and escalation timelines inside the grievance and dispute pathway
Authority clarity	Conflict costs include staff time and productivity loss	Write decision rights and delegation so issues do not bounce across teams without closure
Evidence threshold	Costs can be under recognised until disruption becomes visible	Define the minimum evidence required to change a commitment or confirm compliance

Sources: WP09-01, WP09-02, WP09-03

1.3 Signature is an early control point, not proof of performance

The World Bank Source Book documents that there is no common global framework for community development agreements and that instruments vary widely in naming, structure and funding. In that context, signature is a weak proxy for consent, capability or delivery. A signed agreement can still fail if the wrong people negotiated it, if the funding basis is unstable, or if implementation roles are undefined. The absence of a common framework is not a defect to be solved by templating alone. It is a reason to elevate governance and assurance. The agreement needs built-in tests for representation, implementation readiness and ongoing grievance effectiveness.

WP09-16, WP09-18

The same Source Book identifies an effective grievance mechanism as a key component of a successful agreement and notes that funding approaches vary from revenue or profit shares to fixed sums or in kind contributions. These observations push the editor toward governance-first criteria: does the agreement have a functioning route to resolve complaints before they become disruption, and does the funding mechanism match the commitment profile so delivery does not collapse when cash flow varies. Treating signature as success postpones these questions until the first failure. Treating signature as a gate forces early correction while options remain open and relationships can still absorb change.

WP09-17

DECISION INSTRUMENT

Agreement failure modes and prevention controls

A prevention-oriented checklist based on documented diversity of CDA forms and the identified importance of grievance and funding design.

TEST	EVIDENCE READING	DECISION RESPONSE
Form without framework	No common global CDA framework and wide diversity of instruments	State the instrument type and minimum governance elements that must be present before signature
Funding mismatch	Funding approaches vary widely across regimes and agreements	Choose a funding basis and specify adjustment rules so commitments remain deliverable
Grievance gap	Effective grievance is identified as a key component of successful CDAs	Design an operational-level grievance mechanism with timelines, roles and escalation
Readiness gap	Diversity of forms increases execution risk after signature	Run a pre-signature readiness review of roles, budget controls and reporting

Sources: WP09-16, WP09-17, WP09-18

02

ARCHITECTURE

Law, policy and voluntary form

Mandatory agreements and funds sit alongside lender and standards requirements. Governance-first design starts by classifying obligations and then building one coherent system that can be evidenced.

5 years

NIGERIA CDA REVIEW CADENCE (STATUTORY) | WP09-09

EP4

EQUATOR PRINCIPLES COMMITMENT TO APPLY IFC PERFORMANCE STANDARDS TO QUALIFYING 项目 | WP09-23

PS7

IFC PS7 DEFINES FPIC REQUIREMENTS IN SPECIFIED CIRCUMSTANCES | WP09-22

2.1 Mandatory CDA and community-fund regimes set hard constraints

Several jurisdictions create a statutory obligation to conclude a community development agreement or similar instrument, and some also impose a funding floor or a community development fund. Sierra Leone requires a qualifying licence holder whose operations affect a community to enter a community development agreement with the primary host community, with the primary host community defined as persons residing within 30 kilometres of the licence boundary and a workforce trigger described in the statute. Nigeria requires certain lease holders to conclude a community development agreement with the host community prior to commencement of any development activity within the lease area. These are governance constraints: timing, counterparties and minimum content are not optional.

WP09-05, WP09-06, WP09-08

Other regimes embed community funding and institutional design directly. The DRC Mining Code requires mining titleholders to pay 0.3% of turnover into a community development fund managed by a distinct legal entity comprising the titleholder and representatives of local communities, alongside a project-specific specification described as a cahier des charges. Guinea finances a local economic development fund through a share of turnover with rates depending on substance and also requires a local development agreement with the affected community. Kenya’s Mining Act requires qualifying mineral-right holders to enter community development agreements and set aside a prescribed portion of revenue. Governance-first design starts by capturing these constraints and then preventing parallel, contradictory instruments.

WP09-10, WP09-11, WP09-12, WP09-14

DECISION INSTRUMENT

Obligation classification decision tree

Use this tree to decide what must be in the agreement because of statute, and what is adopted because of standards or policy choices.

TEST	EVIDENCE READING	DECISION RESPONSE
Statutory CDA required	Some jurisdictions require a CDA with a defined host community and timing	Confirm trigger, counterparties and timing, then lock these into the negotiation mandate
Statutory funding or fund entity	Some jurisdictions require a payment rate and a fund governance structure	Define financial controls, audit trails and decision rules for the fund entity
Review cadence	Some statutes specify periodic review and revision	Build the review cycle into the agreement calendar and change control process
Revenue base definition	Published rates use different bases such as gross revenue or turnover	State the basis in plain words and prohibit silent conversions in reporting

Sources: WP09-05, WP09-06, WP09-08, WP09-09, WP09-10

2.2 Voluntary baselines shape access to finance and social licence expectations

Beyond domestic law, projects are often shaped by standards that require structured stakeholder engagement, due diligence and access to grievance. The IFC Performance Standards set out eight standards, with PS1 requiring assessment and management of environmental and social risks including stakeholder engagement and grievance mechanisms, and PS5 addressing land acquisition and involuntary resettlement. For Indigenous Peoples in defined circumstances, PS7 requires Free, Prior and Informed Consent related to impacts on lands and resources under traditional ownership, relocation and significant impacts on critical cultural heritage. These standards are governance specifications because they define what must be demonstrable, more than what should be promised.

WP09-21, WP09-22

For many financed projects, the Equator Principles connect lender expectations to these same IFC requirements for project finance above defined thresholds. Separately, the UN Guiding Principles on Business and Human Rights set an expectation of ongoing human-rights due diligence and access to operational-level grievance mechanisms. A governance-first CDA does not treat these as separate compliance tracks. It maps agreement commitments to the management system that will generate evidence, and it assigns accountability for each requirement. Without that mapping, agreements tend to accumulate commitments that are difficult to verify, creating dispute risk and weakening trust when reporting does not match community experience.

WP09-23, WP09-24, WP09-21

DECISION INSTRUMENT

Standards alignment matrix for CDA content

A practical mapping tool to ensure CDA clauses can be evidenced against widely used standards and lender expectations.

TEST	EVIDENCE READING	DECISION RESPONSE
Stakeholder engagement	PS1 requires stakeholder engagement and grievance mechanisms	Specify engagement forums, records and decision rights that will produce audit-ready evidence
Land and displacement	PS5 governs land acquisition and involuntary resettlement	Align CDA land-related commitments with resettlement planning, compensation and documentation controls
Indigenous Peoples and FPIC	PS7 requires FPIC in defined circumstances	Add a consent decision protocol and representation tests when Indigenous rights triggers are in scope
Human rights due diligence	UNGP requires ongoing due diligence and operational-level grievance mechanisms	Embed a due diligence and remedy loop, not a one-time consultation schedule

Sources: WP09-21, WP09-22, WP09-23, WP09-24

2.3 Naming diversity creates governance risk unless the instrument is pinned down

The World Bank Source Book notes that community development agreements travel under many names, including community development plan, benefit-sharing agreement and Impact and Benefit Agreement, and it concludes there is no common global framework. This naming diversity is not cosmetic. It changes expectations about legal enforceability, benefit types, duration, parties and how disputes are resolved. Governance-first drafting starts by declaring what the instrument is, what it is not, and what other instruments it must align with, including any statutory cahier des charges style specification or fund arrangement. Without that clarity, teams can sign one document while operational decisions are made under another, creating accountability gaps.

WP09-16, WP09-18, WP09-10

The same Source Book highlights that funding approaches vary widely and flags effective grievance mechanisms as a key component of successful agreements. Those points indicate that form choices must be made deliberately, not inherited from precedent. If the instrument is called a development plan but it functions as a contract, it still needs contract-grade governance. If it is labelled a benefit-sharing agreement, it still needs project management controls and financial accountability. The naming decision should be tied to a governance model that defines how decisions are made, how funds flow, how performance is monitored and how change is approved. Then the title matches the system, more than the intent.

WP09-17, WP09-18

DECISION INSTRUMENT

Instrument definition sheet

A one-page decision template to fix the agreement form, interfaces and minimum governance requirements before drafting grows.

TEST	EVIDENCE READING	DECISION RESPONSE
Instrument name and legal status	CDAs use multiple names and do not follow a single global framework	Write the chosen name, legal effect and enforceability assumptions in plain language
Interfaces and hierarchy	Some regimes add a cahier des charges or fund entity alongside the CDA	Define precedence and handoffs between the CDA, project specifications and fund governance
Funding basis and controls	Funding approaches vary from revenue shares to fixed sums or in-kind contributions	Declare basis, controls and reporting rules, including what evidence is acceptable
Grievance and dispute	Effective grievance is a key component of successful agreements	Adopt a grievance pathway with defined intake, response times and escalation

Sources: WP09-10, WP09-16, WP09-17, WP09-18

03

LEGITIMACY

Representation and mandate

Agreements hold when the right people negotiate them and when the mandate is explicit. Representation is a governance problem first, then a relationship problem.

30 km

SIERRA LEONE DEFINITION OF PRIMARY HOST COMMUNITY RADIUS FROM LICENCE BOUNDARY | WP09-06

Good faith

CONSULTATION REQUIREMENT THROUGH REPRESENTATIVE INSTITUTIONS (ILO 169) | WP09-25

FPIC

CONSENT TRIGGER FOR INDIGENOUS PEOPLES IN DEFINED IFC PS7 CIRCUMSTANCES | WP09-22

3.1 Define the community counterpart and keep it stable

Representation starts with an explicit definition of who is in scope. Sierra Leone’s statute defines the primary host community as persons residing within 30 kilometres of the licence boundary and sets a trigger linked to workforce levels, then requires a community development agreement with that primary host community when operations affect a community. This is a legally anchored scope definition that should be carried into the agreement in unambiguous terms. Governance-first practice uses such definitions to prevent shifting counterparties, contested beneficiary lists and late entry of groups who are materially affected but were not mapped. Where domestic law provides no precise threshold or definition, the paper must state the gap rather than invent a trigger and then manage the risk through documented stakeholder identification and engagement processes.

WP09-05, WP09-06, WP09-32

The World Bank Source Book’s finding that there is no common global framework increases the importance of early and explicit scope definition. When the form is not standard, communities and project teams may bring different assumptions about who speaks, who benefits and who carries obligations. Governance-first agreements address this by documenting the basis for recognising representatives, the method for validating that recognition over time and the process for updating beneficiary definitions without collapsing legitimacy. This does not replace relationship work. It keeps the relationship work attached to a traceable decision record so that, when disagreements arise, the parties can test decisions against agreed criteria instead of replaying representation disputes from zero.

WP09-16, WP09-18

DECISION INSTRUMENT

Representation verification checklist

A decision tool to validate the community counterpart and keep representation traceable throughout the agreement term.

TEST	EVIDENCE READING	DECISION RESPONSE
Legal definition check	Some statutes define host community scope explicitly, including radius and triggers	Record the statutory definition and attach it as an annex to prevent drift
Recognition criteria	No common global framework for CDAs increases variation in representation practice	Define objective criteria for recognising representatives and document the evidence used
Stability rules	Agreement forms vary widely and can be contested over time	Set a periodic revalidation process and rules for replacing representatives
Evidence retention	Under-recognised risks can become material costs when disputes surface	Keep a decision log and signed mandate records to reduce future contestability

Sources: WP09-05, WP09-06, WP09-16, WP09-03

3.2 Consultation, consent and mandate are not the same thing

International instruments distinguish consultation obligations from consent requirements, and that distinction must be explicit in mandate design. ILO Convention No. 169 requires consultation with indigenous and tribal peoples, in good faith and through their representative institutions, on measures that may affect them. IFC Performance Standard 7 goes further in defined circumstances by requiring Free, Prior and Informed Consent of affected Indigenous Peoples where there are impacts on lands and resources under traditional ownership, relocation or significant impacts on critical cultural heritage. Governance-first agreements do not blur these terms. They define which decisions require consultation and which require consent, and they specify how representatives demonstrate authority to provide either response on behalf of the group.

WP09-25, WP09-22

UN Guiding Principles on Business and Human Rights add another layer by expecting ongoing human-rights due diligence and access to operational-level grievance mechanisms. This means the mandate is not a one-time delegation to sign. It is an ongoing authority to engage, raise issues and pursue remedy. Where consent is required under PS7, the mandate must also support a process that can withstand scrutiny from lenders applying the IFC standards through frameworks like the Equator Principles. Governance-first drafting therefore builds a mandate register that captures who is authorised to negotiate, who is authorised to agree and how dissent or withdrawal of support will be handled without coercion or procedural shortcuts.

WP09-24, WP09-22, WP09-23

DECISION INSTRUMENT

Mandate register template

A structured register to document who can negotiate, who can decide, and what evidence supports their authority under consultation and consent obligations.

TEST	EVIDENCE READING	DECISION RESPONSE
Representative institution	ILO 169 requires consultation through representative institutions in good faith	Record the institution, its selection method and evidence of authority
Consent authority	IFC PS7 requires FPIC in defined circumstances	Specify who can provide consent and what constitutes a valid decision record
Due diligence interface	UNGP expects ongoing due diligence and access to grievance mechanisms	Link representatives to grievance intake, remedy discussions and periodic review
Finance interface	Equator Principles commit lenders to apply IFC standards for qualifying finance	Define what records may be required for lender assurance and plan retention

Sources: WP09-25, WP09-22, WP09-24, WP09-23

3.3 Representation failures are predictable and should be designed out

The conflict-cost literature indicates that social and environmental risk can become material business cost through multiple channels, and a common precursor is contested legitimacy. If the counterparties to an agreement are challenged, even good-faith delivery can trigger grievances because the agreement is seen as imposed or captured. Governance-first practice therefore treats representation as a control domain. It establishes who speaks for which group, how those boundaries were set and how disputes about representation will be addressed through agreed steps. These steps should be written into the agreement as procedural clauses, not left to informal relationship management. This is not bureaucratic. It is cost control based on documented risk translation pathways.

WP09-04, WP09-03

The World Bank Source Book’s documentation of wide diversity of CDA instruments implies that representation approaches also vary. Where statutory definitions exist, they provide a starting point but not necessarily a complete stakeholder picture, especially for groups that are affected but do not fit a simple radius test. Where statutory thresholds or triggers are unclear in the public record, the paper must name the gap and design a documented approach rather than infer a number. In all cases, representation design should connect to the grievance mechanism that the Source Book identifies as a key component of successful agreements, so that legitimacy disputes have an early, structured route to resolution.

WP09-16, WP09-17, WP09-32

DECISION INSTRUMENT

Legitimacy stress test questions

Use these questions to identify representation and mandate weaknesses that can later drive grievance, dispute and disruption costs.

TEST	EVIDENCE READING	DECISION RESPONSE
Boundary clarity	Some regimes define host community scope; others have gaps in public thresholds	Write the boundary rule used and document how out-of-scope but affected groups will be engaged
Selection integrity	Consultation should occur through representative institutions in good faith	Test and record how representatives were selected and how conflicts of interest are handled
Consent triggers	FPIC may be required in defined circumstances for Indigenous Peoples	Identify which decisions could trigger FPIC and build a consent decision protocol
Dispute pathway	Effective grievance is identified as a key component of successful CDAs	Ensure legitimacy disputes can enter the grievance process early with defined timelines

Sources: WP09-06, WP09-25, WP09-22, WP09-17, WP09-32



04

PROCESS

Negotiation architecture

Negotiation is a designed system with gates, information rules, decision records and timeboxes. The right architecture reduces later change friction and improves durability.

Prior to

NIGERIA REQUIRES CDA BEFORE ANY DEVELOPMENT ACTIVITY WITHIN THE LEASE AREA | WP09-08

Development For- um

PNG BENEFIT-SHARING PRACTICE USES A FORUM AND RESULTING MOA | WP09-15

Guidelines

WORLD BANK SOURCE BOOK PROVIDES MODEL REGULATIONS AND GUIDELINES ACROSS STUDIED 例 | WP09-16

4.1 Set the negotiation gates and stop treating talks as open-ended

Statutory timing requirements show why negotiation architecture needs gates. Nigeria requires the holder of specified leases to conclude a community development agreement with the host community prior to the commencement of any development activity within the lease area. That is a hard schedule constraint and it should force a disciplined workplan: scoping, representation validation, information sharing, drafting, internal approvals and signature readiness. Where a jurisdiction also requires periodic review, the agreement should treat renegotiation as a governed cycle, not an exceptional crisis. Governance-first negotiation uses stage gates with explicit deliverables and acceptance criteria so that both parties can see what completion means and how unresolved items will be handled.

WP09-08, WP09-09

The World Bank Source Book provides model regulations and guidelines and notes that there is no single global framework, so negotiation practice must be designed to the context rather than copied. Architecture choices include whether discussions are bilateral, multi-party, or forum-based, and how technical topics such as environment, land and funding are integrated. A disciplined structure also manages the risk of under-recognised costs described in the conflict-cost literature by preventing late discovery of contested issues. The aim is not speed at the expense of consent. It is a predictable process that produces a traceable decision record and limits the scope for later claims that commitments were made without understanding or authority.

WP09-16, WP09-03

DECISION INSTRUMENT

Negotiation workplan stage gates

A gate-based workplan aligned to statutory timing pressure and the documented need for context-specific CDA architecture.

TEST	EVIDENCE READING	DECISION RESPONSE
Gate 1: Counterparty confirmed	Host community definitions and triggers can be statutory	Approve the representation and mandate register before drafting begins
Gate 2: Information pack issued	No common global framework; context-specific design is required	Agree the baseline facts, assumptions and standards that will govern negotiation topics
Gate 3: Draft and control model agreed	Conflict costs can escalate when disputes lack structure	Lock the governance model, funding basis and grievance process before listing projects
Gate 4: Signature readiness	Some regimes require CDA before development activity starts	Confirm internal approvals, community decision records and document retention requirements

Sources: WP09-06, WP09-16, WP09-08, WP09-03

4.2 Design the information rules and evidence standards

Agreement durability depends on what the parties treat as acceptable evidence. IFC Performance Standard 1 requires assessment and management of environmental and social risks, including stakeholder engagement and grievance mechanisms, which implies that information about risks and impacts must be shareable and contestable in good faith. UN Guiding Principles on Business and Human Rights expect ongoing due diligence, which again depends on documented assessment and response. A governance-first negotiation therefore sets information rules early: what documents are shared, when, in what language formats, and how confidentiality claims are handled. Without these rules, the negotiation often produces general promises that cannot be audited or corrected because the underlying evidence is not agreed or accessible.

WP09-21, WP09-24

The World Bank Source Book’s observation that funding approaches vary widely reinforces that evidence standards must cover money as well as impacts. If the agreement uses a revenue or turnover basis, the parties need a shared understanding of what data will be used and how it will be reported. If contributions are in-kind, they need a shared valuation and acceptance method so performance disputes do not become proxy fights about trust. EITI’s disclosure direction toward subnational and community-level transfers strengthens the expectation that funds and benefits will be traceable. Negotiation architecture should therefore include a reporting and verification appendix as part of the agreement package, not as an afterthought.

WP09-17, WP09-20

DECISION INSTRUMENT

CDA information pack index

An index of information categories to agree before drafting commitments so that later disputes can be tested against shared evidence standards.

TEST	EVIDENCE READING	DECISION RESPONSE
Risk and impact baseline	PS1 requires assessment and management of environmental and social risks	Agree what baseline studies and risk registers will be shared and updated
Human rights due diligence	UNGP expects ongoing due diligence and operational-level grievance mechanisms	Define what evidence will show that risks are identified, acted on and tracked
Funding and transfers evidence	Funding approaches vary and EITI supports increased disclosure of transfers	Specify reporting statements, reconciliation steps and audit access for community funds
Grievance records	PS1 includes grievance mechanisms as a core expectation	Define grievance data fields, privacy rules and periodic reporting cadence

Sources: WP09-21, WP09-24, WP09-17, WP09-20

4.3 Choose a negotiation table that matches the benefit-sharing model

Papua New Guinea is cited as an early legislated benefit-sharing regime, allocating project benefits among the State, provincial governments and landowners through a Development Forum and resulting Memorandum of Agreement. This forum model is a reminder that CDA negotiation is sometimes multi-party by design, with state and subnational actors influencing benefit flows and legitimacy. Where a statute requires a fund governed by a legal entity including company and community representatives, as in the DRC, the negotiation table should include the people who will later sit in that entity, otherwise implementation starts with a hand-over gap. Governance-first design uses a table architecture that mirrors the later governance architecture.

WP09-15, WP09-10

The World Bank Source Book’s emphasis on diverse instrument types implies that a project cannot assume that a bilateral company community negotiation is always sufficient. If the agreement must align with a national fund mechanism, a royalty distribution framework, or a lender standard, those interfaces should be represented in the negotiation process. The goal is not to add participants for appearance. It is to ensure that parties who control approvals, funding and records are present when decisions are made. This reduces later re-litigation of agreed items and supports the stability needed to prevent conflict from translating into the material cost channels described in the conflict-cost literature.

WP09-16, WP09-04

DECISION INSTRUMENT

Negotiation table structure chooser

A decision instrument to align the negotiation participants with the benefit-sharing and governance structures required by law or adopted by policy.

TEST	EVIDENCE READING	DECISION RESPONSE
Bilateral CDA table	CDA instruments vary and may be negotiated directly with the host community	Use when funding and approvals are internal and the agreement does not rely on a separate fund entity
Forum model	PNG uses a Development Forum leading to a Memorandum of Agreement	Use when benefits are allocated among multiple state and subnational parties and legitimacy depends on multi-party buy-in
Fund-entity pre-formation	DRC requires a fund managed by a distinct legal entity including community reps	Include future entity participants early and draft the entity’s decision rules alongside the CDA
Lender standards interface	Equator Principles commit lenders to apply IFC standards	Include assurance and evidence requirements in the negotiation outputs and retention plan

Sources: WP09-16, WP09-15, WP09-10, WP09-23

05

VALUE AND CONTROL

Funding and benefit mechanisms

Funding is the engine of delivery and the source of many disputes. Durable agreements state the funding base, the controls, and the benefit logic, then keep it auditable and changeable.

0.01% floor

SIERRA LEONE ANNUAL MINIMUM SPEND BASED ON PRIOR-YEAR GROSS REVENUE | WP09-07

0.3% turnover

DRC PAYMENT RATE INTO COMMUNITY DEVELOPMENT FUND | WP09-10

0.5% and 1%

GUINEA FODEL TURNOVER RATES BY SUBSTANCE | WP09-11

5.1 Start with statutory floors and state the base without conversion

Where statutes specify a minimum contribution, the agreement must preserve the published basis and avoid silent normalisation. Sierra Leone’s statute requires that a holder expend each year no less than one percent of one percent of the gross revenue amount earned by mining operations in the previous year, with annual reporting to the Minister. Guinea’s Mining Code finances a local economic development fund from a set share of turnover, with 0.5% for bauxite and iron ore and 1% for other mining substances, payable from first commercial production. The DRC requires 0.3% of turnover into a community development fund. These numbers are not interchangeable and governance-first drafting prohibits converting them without explicit agreement and disclosure.

WP09-07, WP09-11, WP09-10

Even when a statute sets a floor, the agreement still needs the controls that make the floor meaningful. The World Bank Source Book notes that funding approaches vary widely across regimes, including profit percentages, revenue percentages, fixed sums and in-kind contributions. That diversity is a warning: a percentage rate alone does not define timing, eligible expenditures, governance approvals, procurement standards or audit rights. Governance-first design therefore attaches a funding protocol to the agreement, covering budgeting, approval thresholds, signatories, reporting templates and dispute resolution for financial questions. If the protocol is absent, funding becomes a recurring grievance topic and weakens the agreement’s perceived integrity.

WP09-17, WP09-16

DECISION INSTRUMENT

Funding mechanism selector

Select the funding model, then attach the controls needed to keep it implementable and auditable under the chosen base.

TEST	EVIDENCE READING	DECISION RESPONSE
Revenue or turnover share	Some statutes set shares of gross revenue or turnover on specified bases	State the base definition, reporting source documents and reconciliation steps
Fixed annual sum	The Source Book records fixed-sum approaches in some contexts	Define indexation, timing and what happens under suspension or early closure scenarios
In-kind contributions	The Source Book records in-kind contributions as a funding approach	Agree valuation method, acceptance criteria and evidence of delivery
Hybrid model	Funding approaches vary widely; hybrids can reduce volatility but add complexity	Assign controls and audit trails to each component and prevent double counting

Sources: WP09-07, WP09-10, WP09-11, WP09-17

5.2 Benefit design should connect to operating practice, more than projects

Shared value is defined as policies and operating practices that enhance the competitiveness of a company while simultaneously advancing economic and social conditions in the communities in which it operates. Porter and Kramer identify three levers: reconceiving products and markets, redefining productivity in the value chain and building supportive industry clusters at company locations. This concept can strengthen CDA design when it is used to shape benefit mechanisms that are tied to operating systems, more than to discretionary community projects. Governance-first drafting uses shared value as a logic test: is the benefit mechanism linked to how the operation buys, hires, trains, transports and manages suppliers, and is the link described clearly enough that performance can be monitored and corrected without renegotiating the whole agreement every time a project list changes.

WP09-26, WP09-27

Government-focused guidance can reinforce this design choice. The Intergovernmental Forum on Mining, Minerals, Metals and Sustainable Development issues guidance on local content, community development and mining policy and counts more than 80 member states. While this is guidance rather than statute, it signals that many jurisdictions expect community development commitments to connect with local economic participation. Governance-first practice therefore separates two benefit streams in the agreement: one for community-selected social investments and one for operating practice commitments such as training pathways or supplier development. The separation improves accountability because each stream has different evidence types, decision rights and time horizons. It also reduces disputes that arise when project funding is expected to solve structural employment and procurement issues.

WP09-28, WP09-26

DECISION INSTRUMENT

Shared value to CDA benefit mapping canvas

A planning canvas to convert shared value levers into CDA clauses with clear evidence and governance, while keeping social investment commitments distinct.

TEST	EVIDENCE READING	DECISION RESPONSE
Value chain productivity	Shared value includes redefining productivity in the value chain	Write operating commitments that can be audited through procurement, training and performance records
Cluster development	Shared value includes building supportive industry clusters at locations	Define partner roles and governance for supplier and skills initiatives, including decision rights
Products and markets	Shared value includes reconceiving products and markets	Test whether proposed community initiatives connect to a stable operational demand signal
Community investment stream	Community development commitments may include social projects under local agreements	Define project selection governance, eligibility, procurement controls and completion evidence

Sources: WP09-26, WP09-27, WP09-28, WP09-12

5.3 Transparency and traceability reduce disputes about money and benefits

Transparency regimes shape expectations for how transfers and community-level benefits are disclosed. The EITI Standard is implemented in 55 countries and requires disclosure of payments, with increasing attention to subnational and community-level transfers. This does not itself define a CDA, but it creates an external reference point for what stakeholders may view as reasonable disclosure. Governance-first design anticipates this by making fund flows traceable, with consistent reporting periods and reconciliations that communities can understand. Where national law establishes a royalty distribution or a minerals development fund, as in Ghana’s Minerals Development Fund Act, the agreement should identify how CDA funding and statutory transfers interact, and it should state any evidence gap if precise triggers or thresholds cannot be confirmed in the public record.

WP09-20, WP09-13, WP09-32

Institutional arrangements also affect transparency. The DRC regime requires a community development fund managed by a distinct legal entity comprising the titleholder and local community representatives, which implies shared governance and a need for clear financial controls and records. Guinea’s FODEL mechanism similarly ties funds to turnover and early production timing. These mechanisms can strengthen delivery if the governance is sound, but they can also create contested decisions about allocations and approvals if roles are vague. Governance-first drafting therefore specifies board or committee decision rules, quorum, conflict-of-interest handling, procurement rules and audit access. This is where agreement integrity becomes visible: not in the rate, but in how decisions are recorded and challenged.

WP09-10, WP09-11

DECISION INSTRUMENT

Comparative statutory funding rates (bases preserved)

Derived juxtaposition of published statutory rates. Bases differ and are not normalised. This exhibit is a comparison aid, not a conversion tool.

TEST	EVIDENCE READING	DECISION RESPONSE
Sierra Leone	Minimum annual spend is one percent of one percent of prior-year gross revenue	If operating under this regime, define gross revenue evidence and annual reporting steps
Guinea	FODEL funded from turnover at 0.5% for bauxite and iron ore, and 1% for other substances	Define turnover evidence and timing from first commercial production for payment planning
DRC	0.3% of turnover paid into a community development fund managed by a distinct legal entity	Define governance and controls for the fund entity and its interface with the cahier des charges
Non-normalisation note	Different bases such as gross revenue and turnover are not directly comparable	Prohibit rate comparison without stating base and scope in every report and decision paper

Sources: WP09-31, WP09-07, WP09-11, WP09-10



06

DELIVERY SYSTEM

Implementation governance

Delivery fails when governance is ambiguous. Implementation governance makes obligations executable: it assigns roles, integrates management systems and keeps community participation meaningful in safety-critical contexts.

Distinct legal

DRC FUND GOVERNANCE INCLUDES A DISTINCT LEGAL ENTITY WITH COMMUNITY REPS | WP09-10

PS1

IFC PS1 REQUIRES RISK MANAGEMENT SYSTEMS, ENGAGEMENT AND GRIEVANCE | WP09-21

GISTM

TAILINGS STANDARD LINKS MEANINGFUL ENGAGEMENT AND MECHANISMS FOR PARTICIPATION | WP09-29

6.1 Build an operating model, not a committee list

Implementation governance needs a defined operating model that matches the legal and institutional structure of the agreement. The DRC model requires a community development fund managed by a distinct legal entity comprising the titleholder and representatives of local communities. That is an explicit governance structure and it implies decision rules, accountabilities, controls and a division between operational management and oversight. Guinea’s framework includes both a fund and a local development agreement, which creates interfaces that must be managed. Governance-first drafting therefore defines how the company team, the community representatives and any government participants make decisions, approve budgets and supervise delivery. It also defines which topics are handled in the fund entity and which remain part of operational management to prevent duplicated approvals and stalled execution.

WP09-10, WP09-11, WP09-12

The World Bank Source Book’s conclusion that there is no common global framework means that governance operating models must be explicit even when law is silent. Without clarity, projects tend to rely on informal coordination, which then breaks under stress. The conflict-cost record shows that staff time and productivity are among the cost channels of conflict, which informal coordination tends to increase. A governance-first operating model therefore sets meeting cadence, quorum, decision thresholds and document control. It also sets a performance management rhythm that aligns with the agreement review cycle where one exists, such as Nigeria’s statutory five-year CDA review, so implementation evidence can support renegotiation and avoid repeated arguments about what was delivered.

WP09-16, WP09-04, WP09-09

DECISION INSTRUMENT

CDA implementation operating model blueprint

A blueprint to define institutions, roles and decision rules that make CDA commitments executable under different statutory or voluntary structures.

TEST	EVIDENCE READING	DECISION RESPONSE
Governing body	Some regimes require a distinct legal entity for community funds	Define composition, quorum, decision rights and conflicts-of-interest handling
Execution unit	No common global framework means execution arrangements vary widely	Assign a delivery manager, procurement controls and schedule controls for projects and programs
Interface management	Regimes may include both agreements and fund mechanisms	Map interfaces between CDA clauses, fund decisions and any project specifications
Review alignment	Some statutes require periodic CDA review	Align reporting cycles and evidence packs to the review schedule

Sources: WP09-10, WP09-16, WP09-12, WP09-09

6.2 Integrate CDA commitments into the environmental and social management system

IFC Performance Standard 1 requires assessment and management of environmental and social risks, including stakeholder engagement and grievance mechanisms. In practice, this means CDA commitments must be traceable into the same management system that controls risk, assigns actions and records evidence. Governance-first implementation therefore avoids parallel systems that sit outside the environmental and social management system. It maps each CDA obligation to a control owner, a procedure, a record and a reporting cadence. When a CDA includes land, compensation or resettlement related commitments, it must also align with PS5, which governs land acquisition and involuntary resettlement, so that commitments do not diverge across documents. Integration reduces the risk that communities experience one reality while reports reflect another.

WP09-21

UN Guiding Principles on Business and Human Rights reinforce this integration requirement by expecting ongoing due diligence and access to operational-level grievance mechanisms. Due diligence is not a one-time sign-off. It requires a loop: identify, prevent, mitigate and account for how impacts are addressed. A CDA that is implemented through ad hoc community projects but not integrated into due diligence will struggle to demonstrate performance when challenged by communities, lenders or regulators. Governance-first implementation therefore includes a due diligence register linked to CDA clauses and grievance trends, with management review actions. This makes change decisions evidence-based and reduces the risk that unresolved issues escalate into the cost channels described in conflict-cost studies.

WP09-24, WP09-03, WP09-04

DECISION INSTRUMENT

CDA to management system integration checklist

A practical checklist to ensure CDA commitments are implemented through controlled procedures and evidence, aligned to PS1 and human-rights due diligence expectations.

TEST	EVIDENCE READING	DECISION RESPONSE
Obligation mapping	PS1 requires management of environmental and social risks and engagement	Map each CDA clause to a procedure, owner, record and audit method
Land-related alignment	PS5 governs land acquisition and involuntary resettlement	Cross-check CDA land and compensation clauses against resettlement instruments and records
Grievance linkage	PS1 and UNGP both reference grievance mechanisms	Ensure CDA governance reviews grievance trends and commits to corrective actions
Due diligence loop	UNGP expects ongoing human-rights due diligence	Create a register and management review cycle tied to CDA performance and changes

Sources: WP09-21, WP09-24

6.3 Safety-critical engagement raises the bar for participation mechanisms

The Global Industry Standard on Tailings Management requires meaningful engagement with project-affected people and mechanisms for their participation, linking facility safety to community consent. This is a specific example of where community engagement is a social commitment and part of a safety management expectation. Governance-first CDA design and implementation should therefore connect agreement participation mechanisms to safety-critical topics where relevant, including how information is shared, how concerns are captured and how communities can participate in decisions that affect risk exposure. This does not require the CDA to replicate technical standards. It requires the CDA to define participation pathways that are credible, resourced and capable of producing records that can be reviewed when concerns arise.

WP09-29

IFC Performance Standard 1 also places stakeholder engagement and grievance inside the risk management requirement, which supports treating participation as part of controlled management, not an informal relationship activity. Where Indigenous Peoples are present and PS7 consent triggers apply, participation and consent processes must be designed with additional care because consent is required in defined circumstances. Governance-first implementation therefore assigns technical owners to participate in engagement, more than community staff, and it defines escalation routes for safety-critical grievances. This reduces the risk that communities use disruption as the only effective escalation method, which the conflict-cost literature shows can create material losses through delay, staff time and reputational channels.

WP09-21, WP09-22, WP09-04

DECISION INSTRUMENT

Participation mechanism design for safety-critical topics

A decision aid to ensure engagement and participation mechanisms meet heightened expectations where safety and consent considerations intersect.

TEST	EVIDENCE READING	DECISION RESPONSE
Meaningful engagement definition	GISTM requires meaningful engagement and participation mechanisms	Define what meaningful means in the local context and what records demonstrate it
Technical participation	Engagement sits inside risk management expectations under PS1	Assign technical owners to attend and respond, more than community relations staff
Consent triggers	PS7 requires FPIC in defined circumstances for Indigenous Peoples	Identify decisions that could trigger FPIC and build a consent-capable process
Escalation route	Conflict can create material costs across productivity and reputational channels	Create an escalation route for safety-critical concerns that does not rely on disruption

Sources: WP09-29, WP09-21, WP09-22, WP09-04

07

ASSURANCE

Monitoring, grievance and change

Agreements hold when they can be monitored, challenged and corrected without breaking. Monitoring defines evidence, grievance provides early resolution, and change control keeps the agreement live without losing legitimacy.

Key component

EFFECTIVE GRIEVANCE IDENTIFIED AS KEY COMPONENT OF SUCCESSFUL CDAS (WORLD BANK) | WP09-17

Operational-level

UNGP EXPECTATION FOR OPERATIONAL-LEVEL GRIEVANCE MECHANISMS | WP09-24

5-year

NIGERIA STATUTORY CDA REVIEW INTERVAL | WP09-09

7.1 Design grievance as an operating mechanism, not a complaints box

The World Bank Source Book identifies an effective grievance mechanism as a key component of a successful community development agreement. IFC Performance Standard 1 also places grievance mechanisms inside the management of environmental and social risks and stakeholder engagement. UN Guiding Principles on Business and Human Rights further frame access to operational-level grievance mechanisms as part of the corporate responsibility to respect human rights. A governance-first CDA treats these as design requirements for a working mechanism: clear intake channels, defined response times, protection against retaliation, escalation steps and closure criteria. Without these features, grievances tend to surface only through public conflict, which the conflict-cost literature links to productivity loss, staff time and reputational and financing impacts.

WP09-17, WP09-21, WP09-24, WP09-04

Grievance design must match representation and mandate. If the community counterpart is not clearly defined, grievances can become disputes about who has standing to raise issues and who can resolve them. Where Indigenous Peoples triggers apply, PS7 consent requirements mean that grievances about consent and process integrity need careful handling, with records that can withstand scrutiny. Governance-first design therefore links the grievance mechanism to the mandate register and to the agreement governance body, so grievances inform decisions and corrective actions. It also links grievance data to monitoring and periodic review so that repeated issues become agenda items, not recurring firefights. This keeps the agreement correctable and reduces the risk that unresolved issues accumulate into disruption.

WP09-22, WP09-25, WP09-09

DECISION INSTRUMENT

Grievance mechanism design canvas

A structured canvas to design grievance that meets the identified success components and aligns with standards requirements and review cycles.

TEST	EVIDENCE READING	DECISION RESPONSE
Intake and access	Operational-level grievance mechanisms are expected under UNGP and PS1	Define multiple intake channels and ensure accessibility for affected groups
Timelines and escalation	Effective grievance is identified as a key CDA component	Set response times, escalation steps and decision authorities
Consent and rights issues	PS7 sets FPIC requirements in defined circumstances	Create a separate handling path for consent-related complaints and record requirements
Learning loop	Some statutes require periodic CDA review and revision	Feed grievance trends into review agendas and change control decisions

Sources: WP09-17, WP09-21, WP09-24, WP09-22, WP09-09

7.2 Monitoring should specify evidence, more than indicators

Monitoring fails when it focuses on activity counts without evidence that commitments were met as agreed. The World Bank Source Book documents wide variation in funding approaches and agreement forms, which means monitoring cannot rely on one generic indicator set. Governance-first monitoring defines what evidence is acceptable for each obligation, including financial records for statutory spend floors or fund payments, decision minutes for fund allocations and completion evidence for projects. Where transparency expectations are material, the EITI Standard’s move toward community-level transfer disclosure provides a reference point for traceable reporting practices. Monitoring design should also anticipate review requirements, such as Nigeria’s statutory five-year CDA review, so evidence can support renegotiation based on facts rather than perceptions.

WP09-17, WP09-20, WP09-09, WP09-16

IFC Performance Standard 1 frames monitoring as part of risk management, which means monitoring should capture outputs and the effectiveness of engagement and grievance. UN Guiding Principles add a due diligence expectation that organisations account for how impacts are addressed, which implies that monitoring must support accountability. Governance-first monitoring therefore includes a record of stakeholder commitments, grievance categories, response times and closure outcomes, alongside fund and project delivery records. This makes it easier to identify early signals that could otherwise escalate into conflict-cost channels. The conflict-cost literature indicates that costs are often under recognised until disruption occurs. Monitoring that is evidence-driven can shorten that lag by making weak delivery or rising grievance volume visible early enough to correct.

WP09-21, WP09-24, WP09-03

DECISION INSTRUMENT

CDA evidence register template

A monitoring instrument that defines evidence types and ownership for each obligation, aligned to standards expectations and statutory reporting where applicable.

TEST	EVIDENCE READING	DECISION RESPONSE
Obligation statement	CDA forms and funding approaches vary widely	List each obligation in verifiable terms and avoid vague intent language
Evidence type	Statutes may require annual reporting or fund payments; standards require management evidence	Assign acceptable records such as revenue statements, minutes, receipts, completion certificates
Owner and verifier	PS1 requires management systems and accountability for engagement and grievance	Assign an accountable owner and an independent verifier role for each evidence type
Review linkage	Some regimes require periodic CDA review	Bundle evidence into a review pack that supports change proposals

Sources: WP09-17, WP09-07, WP09-10, WP09-21, WP09-09

7.3 Change control keeps commitments current without losing legitimacy

Change is unavoidable because operating conditions, community priorities and regulatory expectations shift. Some statutes explicitly anticipate this by requiring periodic review. Nigeria requires the CDA to be reviewed every five years, and the statute also lists content areas that may be addressed, including scholarships, training and employment, infrastructure, environmental protection, compensation and conflict resolution. Governance-first change control treats this review cadence as a planned cycle with inputs from monitoring and grievance. It defines how proposals are raised, what evidence is required, how consultation is conducted, and how decisions are recorded. Without a change protocol, changes happen informally and later appear as broken promises, which can destabilise the agreement and increase the likelihood of conflict escalation.

WP09-09

Change control should also align with rights and consent requirements. Where PS7 consent triggers apply, changes that materially affect lands, relocation or critical cultural heritage may require consent processes consistent with the standard. ILO 169 consultation requirements reinforce the need to use representative institutions and good faith processes. UN Guiding Principles add that due diligence is ongoing, so change control should include reassessment of human rights impacts and the effectiveness of remedy pathways. Governance-first agreements therefore include a change governance clause that sets thresholds for minor updates versus substantive renegotiation, and it links those thresholds to the mandate register so that the right decision makers are involved. This keeps the agreement live and credible.

WP09-22, WP09-25, WP09-24

DECISION INSTRUMENT

CDA change control protocol

A protocol to manage planned review and unplanned change while protecting legitimacy and meeting consultation and consent requirements where applicable.

TEST	EVIDENCE READING	DECISION RESPONSE
Change categories	Some statutes require periodic CDA review and cover multiple content areas	Define minor, material and fundamental change categories with approval routes
Evidence requirement	Monitoring should specify evidence, more than indicators	Require an evidence pack for every proposed change referencing monitoring and grievance data
Consultation and consent	ILO 169 requires consultation; PS7 requires FPIC in defined circumstances	Set consultation and consent steps triggered by change category and subject matter
Decision record	Due diligence expectations include accounting for how impacts are addressed	Record rationale, alternatives considered and remedy arrangements for affected parties

Sources: WP09-09, WP09-25, WP09-22, WP09-24

08

ASSURANCE TOOL

The agreement health check

The health check is a capability instrument: it tests whether the agreement system can hold under stress and remain correctable. It does not claim project outcomes or supply invented measurements.

Gate

STAGE-GATE HEALTH CHECK OUTCOME
LABEL | WP09-30

Trace

EVIDENCE TRACEABILITY OUTCOME
LABEL | WP09-30

Hold

GOVERNANCE DURABILITY OUTCOME
LABEL | WP09-30

8.1 Use a stage-gate lens across the lifecycle

This chapter uses a stage-gate framework as a capability instrument. It is argued from the public record across this paper and carries no project data and claims no client outcome. The point is to make agreement strength testable across the lifecycle: scoping, negotiation, funding, implementation, monitoring, grievance and change. The World Bank Source Book’s finding of no common global framework is the reason a gate lens helps. It provides a consistent way to test very different instruments. The conflict-cost literature provides the risk rationale: unmanaged social and environmental risk can translate into material cost through delay, lost productivity and other channels. A stage-gate health check aims to identify weak points before they become disruptive events.

WP09-30, WP09-16, WP09-04

The gate lens also forces alignment to hard requirements. Where law requires a CDA prior to development activity, the scoping and negotiation gates must close before mobilisation. Where standards require engagement, grievance and in some cases FPIC, the gates must test whether those mechanisms are designed and resourced. Where statutory funding floors exist, the gates must test whether financial controls and reporting are implementable on the published base. A health check therefore asks two questions at each gate: is there a defined decision owner, and is there acceptable evidence that the gate has been met. If either is missing, the agreement may exist on paper while the system remains fragile in practice.

WP09-08, WP09-21, WP09-22, WP09-07

DECISION INSTRUMENT

Aurus CDA stage-gate framework (capability instrument, no project data)

Framework instrument only. It is derived from cited public record themes in Chapters 1 to 7 and does not assert outcomes.

TEST	EVIDENCE READING	DECISION RESPONSE
Gate A: Scope and obligations	Identify statutory and standards constraints and the instrument type	Proceed only when counterparties, triggers and interfaces are stated and evidenced
Gate B: Mandate and table	Consultation and consent duties require representative institutions and defined consent circumstances	Proceed only when representation and mandate evidence is recorded and dispute pathways exist
Gate C: Funding and controls	Funding bases and rates vary and may be statutory	Proceed only when funding base, controls, audit access and reporting are defined
Gate D: Implement, monitor, correct	Effective grievance is key; standards expect grievance and due diligence	Proceed only when monitoring evidence registers, grievance mechanisms and change control are operational

Sources: WP09-30, WP09-16, WP09-25, WP09-22, WP09-17

8.2 Test traceability: can every commitment be evidenced and corrected

Traceability is the ability to follow a commitment from clause to action to evidence to corrective decision. Standards and transparency regimes push agreements in this direction. IFC Performance Standard 1 requires stakeholder engagement and grievance as part of risk management, which implies records and accountability. UN Guiding Principles expect organisations to account for how impacts are addressed, which again implies traceable evidence. EITI’s implementation footprint and disclosure requirements signal that payment and transfer information is expected to be disclosed and reconciled in many jurisdictions. A health check therefore tests whether the agreement has an evidence register, whether records are retained, and whether reporting is intelligible to communities. Traceability gaps are not minor. They are precursors to performance disputes that can escalate into delay and disruption costs documented in the conflict-cost literature.

WP09-21, WP09-24, WP09-20, WP09-01

Traceability also depends on the funding base being stated without ambiguity. Where statutes specify rates on gross revenue, turnover or other bases, the health check tests that the agreement preserves the published basis and defines the source documents and reconciliation steps. Where funds are managed by a distinct legal entity with community representation, as in the DRC model, traceability also includes minutes, approvals and conflict-of-interest records. The World Bank Source Book’s documentation of diverse funding approaches is a reminder that traceability must be designed, not assumed. A health check should therefore produce a short list of missing records and controls and assign owners and deadlines to close them before the next decision cycle.

WP09-07, WP09-10, WP09-17, WP09-16

DECISION INSTRUMENT

Traceability test: commitment to evidence chain

A decision instrument to test whether CDA clauses can be verified and corrected using defined evidence rather than narrative reporting.

TEST	EVIDENCE READING	DECISION RESPONSE
Clause mapping	PS1 expects controlled engagement and grievance mechanisms	Map each clause to an owner, procedure and record type
Financial traceability	Some regimes specify spend floors or fund payments on stated bases	Identify source documents, reconciliation steps and audit access for each flow
Governance traceability	Some regimes require a fund entity with shared governance	Require minutes, resolutions and conflict-of-interest declarations as evidence
Correction traceability	UNGP expects accounting for how impacts are addressed over time	Define how corrective actions are recorded, tracked and closed

Sources: WP09-21, WP09-07, WP09-10, WP09-24

8.3 Decide the outcome: proceed, pause, or repair before expansion

A health check must end in a decision, not a report. The decision should be framed around governance durability. If the agreement lacks an effective grievance mechanism, the World Bank Source Book suggests it is missing a key component associated with successful agreements, and standards also expect grievance. If representation and mandate are not evidenced, consultation and consent obligations may not be met in substance, exposing the project to legitimacy challenges. If funding controls are vague, statutory rates can still be breached in practice through misclassification or weak approval controls, even when money is spent. The conflict-cost literature provides the reason to decide early: delay and disruption costs can be material and can accrue rapidly, so it is better to pause and repair than to proceed into predictable conflict pathways.

WP09-17, WP09-25, WP09-22, WP09-01

Where the health check finds gaps, change control should be used to repair them in a legitimate way. Nigeria’s five-year review requirement illustrates that adjustment is expected and can be structured. The UN Guiding Principles emphasise ongoing due diligence, which supports periodic reassessment and improvement of remedy and grievance performance. EITI’s disclosure direction supports transparency about funds and transfers, which can rebuild trust when disputes arise. The health check outcome should therefore be recorded as a clear status, such as Proceed, Pause, or Repair, and tied to a corrective action plan with owners and dates. This keeps the agreement as a governed system that can absorb change while protecting legitimacy and delivery integrity.

WP09-09, WP09-24, WP09-20

DECISION INSTRUMENT

Health check decision log

A decision log to record health check findings and enforce closure of governance gaps before new commitments are added or expanded.

TEST	EVIDENCE READING	DECISION RESPONSE
Outcome label	Framework uses qualitative outcomes such as Gate, Trace and Hold	Set status as Proceed, Pause or Repair and link to the next decision date
Top gaps	Effective grievance and clear governance are repeatedly emphasised in sources	List the three gaps most likely to drive disputes or delay and assign owners
Required corrections	Standards require engagement, grievance and due diligence evidence	Define corrective actions, evidence of completion and verification method
Re-test trigger	Some regimes require periodic review and agreements must remain correctable	Set the re-test date or trigger event, aligned to review cycles and risk changes

Sources: WP09-30, WP09-17, WP09-21, WP09-24, WP09-09

Decision checklist

Use these questions before the next gate, assurance review or capital commitment.

- | | |
|---|---|
| <p>01 Classify obligations: identify statutory CDA, fund and reporting requirements and write them as non-negotiable constraints. [WP09-05][WP09-10]</p> | <p>02 Define the instrument: state what the agreement is, its legal status, and how it interfaces with any fund entity or project specification. [WP09-16][WP09-10]</p> |
| <p>03 Confirm representation: document the host-community definition used, the representative institutions, and the evidence for their mandate. [WP09-06][WP09-25]</p> | <p>04 Set the negotiation gates: require counterparty confirmation, information pack agreement, governance model agreement, and signature readiness checks. [WP09-08][WP09-16]</p> |
| <p>05 Design funding controls: preserve the published funding base and rate, define approvals, procurement rules, reporting templates and audit access. [WP09-07][WP09-11]</p> | <p>06 Integrate commitments into management systems: map CDA clauses to procedures, owners and records aligned to PS1 requirements. [WP09-21]</p> |
| <p>07 Build an effective grievance mechanism: define intake, timelines, escalation and closure, and ensure it feeds monitoring and review. [WP09-17][WP09-24]</p> | <p>08 Plan change control: align change thresholds and consultation or consent steps to review cycles and rights requirements. [WP09-09][WP09-22]</p> |
| <p>09 Run the health check before expansion: test Gate, Trace and Hold and decide Proceed, Pause or Repair with a corrective action plan. [WP09-30]</p> | <p>10 Report transparently: make transfers and community-level flows traceable and reconciled where EITI-style expectations apply. [WP09-20]
پاس</p> |
| <p>11 Ensure safety-critical participation: where tailings or similar risks are present, define meaningful engagement and participation mechanisms. [WP09-29]</p> | <p>12 Record evidence: retain decision minutes, mandate records, fund resolutions and grievance data so disputes can be resolved on facts. [WP09-10][WP09-24]</p> |

Evidence ledger 1 of 2

Only dossier rows used in this edition are listed. Concise excerpts identify each registered statement; the source audit retains the complete dossier reference.

ROW	REGISTERED EVIDENCE EXCERPT	REGISTERED SOURCE
WP09-01	A major, world-class mining project with capital expenditure of between US\$3-5 billion will suffer costs of roughly US\$20 million per week of delayed production in Net Present...	Davis, R. & Franks, D. (2014), Costs of Company-Community Conflict in the Extractive...
WP09-02	A junior explorer's example in the same study: a disruption event costing on the order of US\$20,000 per day; the most frequent costs identified across cases were those arising...	Davis & Franks (2014), Report No. 66, Harvard Kennedy School
WP09-03	Method: the study draws on 45 in-depth confidential interviews and analysis of ~50 publicly available cases, plus fieldwork; it finds environmental and social risks translate into...	Davis & Franks (2014), Report No. 66, Harvard Kennedy School
WP09-04	Peer-reviewed companion finding: conflict translates environmental and social risk into business costs; company-community conflict imposes costs across lost productivity, staff...	Franks, D. et al. (2014), PNAS 111(21): 7576-7581
WP09-05	Sierra Leone requires a large-scale (or qualifying small-scale) licence-holder whose operations affect a community to enter a Community Development Agreement with the primary host...	Sierra Leone Mines and Minerals Act 2009, s.139(1)
WP09-06	The primary host community is defined as the community of persons residing within 30 kilometres of the licence boundary; the CDA obligation is triggered where the holder employs...	SL Mines and Minerals Act 2009, s.139(1)(d),(2)
WP09-07	Statutory funding floor (verbatim): the holder shall expend in every year that the community development agreement is in force no less than one percent of one percent of the gross...	SL Mines and Minerals Act 2009, s.139(4)
WP09-08	Nigeria requires the holder of a Mining Lease, Small-scale Mining Lease or Quarry Lease to conclude a Community Development Agreement with the host community prior to the...	Nigeria Minerals and Mining Act 2007, s.116(1)
WP09-09	The Nigerian CDA must be reviewed every five years and addresses (as relevant) educational scholarship, apprenticeship, technical training and employment, infrastructure,...	Nigeria Minerals and Mining Act 2007, s.116(3),(5); s.117
WP09-10	The Democratic Republic of the Congo's 2018 Mining Code requires mining titleholders to pay 0.3% of turnover into a community development fund, managed by a distinct legal entity...	DRC Mining Code (Law No. 18/001, 2018), community-development provisions; analysis by...
WP09-11	Guinea's 2011 Mining Code finances a local economic development fund (FODEL) from a set share of turnover: 0.5% for bauxite and iron ore, and 1% for other mining substances,...	Guinea Mining Code 2011 (as amended 2013); Columbia Center on Sustainable Investment...
WP09-12	Guinea additionally requires mining-permit holders to enter a Local Development Agreement (Convention de Développement Local) with the affected community, governing training,...	Guinea Mining Code 2011; CCSI
WP09-13	Ghana operates a Minerals Development Fund (Act 912, 2016) that channels a portion of mineral royalties back to mining communities and traditional authorities; Ghana's mining...	Ghana Minerals Development Fund Act, 2016 (Act 912); Ghana Minerals and Mining (General)...
WP09-14	Kenya's Mining Act 2016 requires qualifying mineral-right holders to enter community development agreements and to set aside a prescribed portion of revenue for community...	Kenya Mining Act 2016, s.183 and regulations
WP09-15	Papua New Guinea allocates project benefits among the State, provincial governments and landowners through a Development Forum and resulting Memorandum of Agreement (MOA); PNG is...	World Bank CDA Source Book (2012); PNG Mining Act 1992 practice
WP09-16	The World Bank's four-volume Mining Community Development Agreements Source Book (2012) finds no common global framework for CDAs; it assessed practice across three countries on...	World Bank (2012), Mining Community Development Agreements Source Book, Vols. 1-4

Evidence ledger 2 of 2

Only dossier rows used in this edition are listed. Concise excerpts identify each registered statement; the source audit retains the complete dossier reference.

ROW	REGISTERED EVIDENCE EXCERPT	REGISTERED SOURCE
WP09-17	The Source Book records that funding approaches vary widely: some regimes require a percentage of profits or revenue, others fixed sums or in-kind contributions; an effective...	World Bank (2012), Source Book Vol. 1
WP09-18	CDAs travel under many names, including community development plan, benefit-sharing agreement, and Impact and Benefit Agreement (IBA); the absence of a common framework has...	World Bank (2012), Source Book Vol. 1, Box 2.1
WP09-20	The Extractive Industries Transparency Initiative (EITI) Standard is implemented in 55 countries, requiring disclosure of payments and, increasingly, of subnational and...	EITI, "Countries" and Progress Report (2025)
WP09-21	The IFC Performance Standards (2012) comprise eight standards; PS1 requires assessment and management of environmental and social risks, including stakeholder engagement and...	IFC (2012), Performance Standards on Environmental and Social Sustainability, PS1 & PS5
WP09-22	IFC Performance Standard 7 requires Free, Prior and Informed Consent (FPIC) of affected Indigenous Peoples in defined circumstances: impacts on lands and resources under...	IFC (2012), Performance Standard 7 (Indigenous Peoples)
WP09-23	The Equator Principles (EP4, 2020) commit adopting financial institutions to apply the IFC Performance Standards, including stakeholder engagement and FPIC, to project finance...	Equator Principles Association (2020), EP4
WP09-24	The UN Guiding Principles on Business and Human Rights (2011) establish the corporate responsibility to respect human rights, including ongoing human-rights due diligence and...	United Nations (2011), Guiding Principles on Business and Human Rights (A/HRC/17/31)
WP09-25	ILO Convention No. 169 requires consultation with indigenous and tribal peoples, in good faith and through their representative institutions, on measures that may affect them.	International Labour Organization, Convention No. 169 (1989)
WP09-26	Shared value is defined as policies and operating practices that enhance the competitiveness of a company while simultaneously advancing the economic and social conditions in the...	Porter, M. & Kramer, M. (2011), "Creating Shared Value", Harvard Business Review, Jan-Feb...
WP09-27	Porter and Kramer identify three levers of shared value: reconceiving products and markets, redefining productivity in the value chain, and building supportive industry clusters...	Porter & Kramer (2011), Harvard Business Review
WP09-28	The Intergovernmental Forum on Mining, Minerals, Metals and Sustainable Development (IGF) issues guidance for governments on local content, community development and the...	IGF (Intergovernmental Forum), Mining Policy Framework and local-content guidance (2023)
WP09-29	The Global Industry Standard on Tailings Management (GISTM, 2020) requires meaningful engagement with project-affected people and mechanisms for their participation, linking...	ICMM/UNEP/PRI (2020), Global Industry Standard on Tailings Management
WP09-30	The Aurus CDA stage-gate framework (Chapter 8) is a capability instrument argued entirely from the cited public record of Chapters 1-7; it carries no project data and asserts no...	Framework; "capability instrument, no project data" label printed on the exhibit.
WP09-31	Comparative funding table (Chapter 5) juxtaposes the published statutory rates of Sierra Leone (WP09-07), Guinea (WP09-11) and the DRC (WP09-10) on their own stated bases (gross...	Derived juxtaposition; bases preserved as published, never converted.
WP09-32	Where a specific statutory threshold could not be confirmed in the archived public record (e.g. the precise production/revenue trigger for Ghana's CDA obligation), the paper...	Declared evidence gap.

Glossary

Community Development Agreement (CDA)

An agreement between a mining right holder and a host or affected community that sets out development commitments, benefit mechanisms and governance. CDAs have diverse names and forms and do not follow a single global framework. [WP09-16][WP09-18]

Primary host community (Sierra Leone)

Defined in Sierra Leone's Mines and Minerals Act as the community of persons residing within 30 kilometres of the licence boundary for the CDA obligation. [WP09-06]

Free, Prior and Informed Consent (FPIC)

A consent requirement for affected Indigenous Peoples in defined circumstances under IFC Performance Standard 7, including impacts on traditionally owned lands and resources, relocation, and significant impacts on critical cultural heritage. [WP09-22]

Operational-level grievance mechanism

A project or company level mechanism for receiving, addressing and remedying grievances, supported by UN Guiding Principles expectations and included in IFC PS1 stakeholder engagement requirements. [WP09-24][WP09-21]

Shared value

Policies and operating practices that enhance a company's competitiveness while simultaneously advancing economic and social conditions in communities where it operates. [WP09-26]

Cahier des charges (DRC)

A project-specific specification associated with the DRC Mining Code community development provisions, alongside the required community development fund structure. [WP09-10]

EITI Standard

A transparency standard implemented in 55 countries requiring disclosure of payments and increasingly subnational and community-level transfers. [WP09-20]

Global Industry Standard on Tailings Management (GISTM)

A tailings standard that requires meaningful engagement with project-affected people and mechanisms for their participation, linking facility safety to community consent. [WP09-29]

Development Forum and Memorandum of Agreement (PNG)

A benefit-sharing practice in Papua New Guinea that allocates project benefits among the State, provincial governments and landowners through a Development Forum and resulting Memorandum of Agreement. [WP09-15]

Stage-gate health check (framework instrument)

A capability instrument used in this paper to test CDA readiness and durability across lifecycle gates. It carries no project data and asserts no client outcome. [WP09-30]

ILO Convention No. 169 consultation

A requirement to consult indigenous and tribal peoples in good faith through their representative institutions on measures that may affect them. [WP09-25]

IFC Performance Standards

A set of eight standards. PS1 covers risk assessment and management including stakeholder engagement and grievance mechanisms; PS5 covers land acquisition and involuntary resettlement. [WP09-21]

Equator Principles (EP4)

A lender framework in which adopting financial institutions commit to apply the IFC Performance Standards, including stakeholder engagement and FPIC, to project finance above defined thresholds. [WP09-23]

Mining Policy Framework (IGF)

Guidance issued by the Intergovernmental Forum on Mining, Minerals, Metals and Sustainable Development for governments on mining policy topics including local content and community development, with more than 80 member states. [WP09-28]

Cost of conflict (conflict-cost literature)

Documented finding that company community conflict translates environmental and social risk into business costs across lost productivity, staff time, reputational and financing channels, based on interviews and case analysis. [WP09-03][WP09-04]

Minerals Development Fund (Ghana)

A fund established by Ghana's Minerals Development Fund Act that channels a portion of mineral royalties back to mining communities and traditional authorities. [WP09-13]

Local economic development fund (Guinea FODEL)

A Guinea Mining Code mechanism funded from a set share of turnover, payable from first commercial production, used to finance local economic development. [WP09-11]

Local Development Agreement (Guinea)

A required agreement between mining-permit holders and the affected community governing training, health and environmental measures, and social projects. [WP09-12]

References and limitations

Harvard Kennedy School, CSR Initiative (2014)

Costs of Company-Community Conflict in the Extractive Sector (Report No. 66). Davis, R. and Franks, D. Source for delay and disruption cost examples and method description. [WP09-01][WP09-02][WP09-03]

Proceedings of the National Academy of Sciences (PNAS) (2014)

Conflict translates environmental and social risk into business costs. Franks, D. et al. Peer-reviewed companion finding on conflict cost channels. [WP09-04]

Government of Sierra Leone (2009)

Mines and Minerals Act. Statutory CDA requirement, primary host community definition and annual minimum expenditure clause. [WP09-05][WP09-06][WP09-07]

Federal Republic of Nigeria (2007)

Nigeria Minerals and Mining Act. Statutory CDA requirement prior to development activity; content topics; five-year review. [WP09-08][WP09-09]

Democratic Republic of the Congo (2018)

Mining Code (Law No. 18/001) community development provisions (with cited analyses). Community development fund payment rate, distinct legal entity governance and cahier des charges reference. [WP09-10]

Republic of Guinea (2011 (amended 2013))

Mining Code local development provisions and FODEL mechanism (via CCSI capture). Turnover-based funding rates and Local Development Agreement requirement. [WP09-11][WP09-12]

Republic of Ghana (2016 and 2012)

Minerals Development Fund Act (Act 912) and Minerals and Mining (General) Regulations (L.I. 2176). Royalty channeling back to communities and contemplated community-development commitments. [WP09-13]

Republic of Kenya (2016)

Mining Act. Community development agreement requirement and revenue set-aside requirement for qualifying holders. [WP09-14]

World Bank (2012)

Mining Community Development Agreements Source Book (Volumes 1-4). No common global framework; diversity of instruments and funding approaches; grievance as key component; PNG forum practice context. [WP09-16][WP09-17][WP09-18][WP09-15]

International Finance Corporation (IFC) (2012)

Performance Standards on Environmental and Social Sustainability (PS1, PS5, PS7). Stakeholder engagement and grievance requirements; land acquisition and resettlement; FPIC in defined circumstances. [WP09-21][WP09-22]

Equator Principles Association (2020)

The Equator Principles (EP4). Lender commitment to apply IFC Performance Standards including FPIC to qualifying project finance. [WP09-23]

United Nations (2011)

Guiding Principles on Business and Human Rights (A/HRC/17/31). Corporate responsibility to respect human rights, due diligence and operational-level grievance mechanisms. [WP09-24]

USE LIMITATIONS

- Evidence is restricted to the registered dossier rows; the paper does not assert jurisdictional details, thresholds or outcomes not present in those rows. [WP09-32]
- Where the archived public record is silent on a specific statutory trigger or threshold (example noted for Ghana), the content states the gap and does not supply a number. [WP09-32]
- The stage-gate health check is a framework instrument only, argued from the cited public record, and carries no project data and no claimed delivery outcome. [WP09-30]
- Cost figures cited from the conflict-cost literature are context-specific estimates as published and should not be treated as universal forecasts for any particular project. [WP09-01][WP09-03]
- References to standards and guidance documents indicate expectations and design constraints, not a guarantee of social licence or conflict avoidance. [WP09-21][WP09-24][WP09-17]

EDITION STATUS

This technical paper is an editorial synthesis for decision support. It is not a feasibility study, investment recommendation, legal opinion or project-specific assurance statement.

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Agreements That Hold

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