

COMPLAINT (REQUEST FOR INSPECTION) FORM

To:

The Executive Secretary, The Inspection Panel, The World Bank, MSN: MC 10-1007 1818 H St., NW, Washington, DC 20433, USA. Fax: +1(202)-522-0916. Email: <u>ipanel@worldbank.org</u>

Section 1: Complaint

 What harm do you believe the World Bank-financed project caused or is likely to cause to you or your community? Please describe in as much detail as possible.

We live around the

Uganda. Our clan owns the rock, and we use it and the land around it since time immemorial for agriculture, artisanal mining, drying cassava, cultural practice etc. and many families live close to the rock.

In June 2018, Mota Engil Africa (MEA) contacted us through the district and sub-county leaders and requested our permission to assess whether the rock is suitable to be used as quarry to produce the stones needed for the rehabilitation of the Tororo Mbale Soroti Lira Kamdini Road. MEA has been contracted by the Uganda National Roads Authority to rehabilitate, extend and maintain this road under the North Eastern Road corridor Asset Management Project (NERAMP), which is funded by the World Bank.

Mota Engil conducted these surveys in August 2018 with our permission, and we heard that they plan to extract 700,000 tons of stones and aggregates from there.

In September 2018, a company called Ruhore showed up with some surveyors and informed us that the government is expropriating the rock and some land around the rock from the families that live there. They also stated that the rock and a 30 m buffer zone around it belongs to the government and that we are only entitled to some courtesy compensation for the rock and some money for the land.

In October 2018, Ruhore offered some money to 8 families and requested them to sign lease agreements for a ten-year lease. In our perception, the offered compensation was grossly undervalued. When we asked for the basis of the offered lease amount, they refused to show us the valuation report, which should show all the affected assets and the identified values. As this was not provided and the money seemed low, the 8 families as well as the clan refused to sign the lease agreements.

We then tried to contact MEA as they were the people with which we discussed first and who had promised us fair compensation, employment, roads, and a water project in exchange for the permission to use our rock. When we went to their office in Soroti, they refused to meet us and their guards told us that Ruhore is in charge of the quarry. To overcome this blockage, we requested a lawyer to discuss with MEA, on our behalf, fair lease agreements for the rock and for whatever land they want (see Letter 7 November 2018 Annex 1).

In response, MEA informed us that they have no business with us and that Ruhore is the company in charge of the quarry. In December 2018, Ruhore came back with some of the political leaders and informed us that they had appointed a "PAP chairman", who is not an affected person, and that this chairman has agreed to their terms and conditions. They threatened us that if we don't sign their agreements, we will not receive anything and will be kicked off our land without anything. Based on this and other intimidation, the 8 families signed lease-agreements and received in January 2019 some money. Ruhore and the politicians forced us to sign also an apology for our letter of 7 November 2019 and a general statement that we agree to all their proposals.

In February 2019, we shared our concerns with the nearest Grievance Management Committee (GMC) established along the road by UNRA in 2017, and they connected us with **second** from UNRA and his team. They met with us,

Page 1 of 4

listened to our concerns, and recommended that we should set up our GMC and that we should ask Ruhore for the valuation reports to verify whether it includes all assets and whether the Chief Government Valuer had accepted this report. **Security** and his team also informed us that UNRA would make sure that MEA addresses our concerns in the context of the Environmental and Social Impact Assessment (ESIA) and Resettlement Action Plan (RAP), which both need to be established by MEA and cleared by UNRA before the start of any quarry development. We then requested Ruhore to share with the valuation report, but they refused.

On 3 April 2019 and without any prior notice, bulldozers of MEA showed up on our land and started to clear the land, including trees and crops. They also bulldozed our houses after we had removed our cloth, furniture, etc. After we had informed **WUNRA** on 8 April 2019 came with a large delegation, inspected the damage, listened to our concerns and instructed MEA to stop all works, which they did. However, by that time, we already had lost our houses, trees, and crops and had received very little compensation in return. UNRA also organized several community meetings. In one session, UNRA's Executive Director promised that we would receive a fair settlement before the end of July 2019. **WUNRA's** Executive Director promised that might be affected in the future) and trained its members. The GMC registered then 17 grievances related to the demolition done to date (Annex 2). UNRA promised to address these grievances and ensure that MEA pays compensation at full replacement costs for all affected assets, including graves, the rock, etc.. UNRA also promised that no further work would be conducted until the ESIA and RAP has been prepared by MEA and endorsed by UNRA in consultation with us.

Despite many meetings, not much happened for about a year. While the UNRA ED, **and his team were** helping us and visited us from time to time, Ruhore, MEA, the local officials and some people from UNRA and the World Bank also contacted us from time to time and requested us to withdraw our grievances in the interest of the project and the country. Thanks to the guidance from **and his team we were however able to stop all** attempts to fool us and/or sign any papers that could be used against us.

In early May 2020, the Ruhore team came back and went around and informed community members that they will kill us, if we do not withdraw the grievances and the district head of security instructed us to withdraw our complaints or face legal charges and arrests. We immediately called **around** who informed us that his contract with UNRA had ended on 3 May 2020, that he has left Uganda and therefore had limited power to protect us. He nevertheless mobilised a delegation by UNRA, who visited us on 15 May 2020, assessed our remaining assets and land and informed us that beside of the rock, whose value they could not assess without further studies, the 8 families are entitled to an additional compensation which they did not tell us. Based on this mission, we had hope that the issue would be solved.

We were then very surprised when on 21 May 2020, the UNRA ED and the District Leadership including all security chiefs, MEA and Ruhore requested us to appear to a meeting. The request was issued by the Resident District Commissioner (RDC, the head of security) and in the preparatory meeting he told us that we are expected to a) forgive Ruhore for their threats to our live, b) withdraw our grievances and c) refuse the additional compensation identified by UNRA on 15 May 2020. He and his staff were rather explicit that the government is tried with our resistance and that we will face severe consequences, if we don't comply. Based on this intimidation, the death threats from Ruhore, the growing hostile approach from UNRA and the departure of we signed the withdrawal agreement attached at the back of this letter. They also informed us that MEA will get the stones elsewhere, but that Ruhore is free to use the rock and the land under the signed agreement.

We feel however that we were not treated fairly and therefore request your help to ensure that we receive a) compensation at full replacement costs for the damages that we experienced to date and b) that we might face in the future and/or a written agreement that all lease agreements with Ruhore are terminated and that we are able to use our land and rock again at our will.

1. What is the name of the World Bank project? (If known)

North Eastern Road Corridor Asset Management Project (NERAMP)

2. Where is the World Bank project located? (Please include country name)

Uganda. The project covers among others the road from Tororo-Mbale-Soroti-Lira-Kamdini.

Do you live in the project area?

Yes. We and the people we represent are land- and resource-owners of a proposed quarry.

 Have you previously reported your concerns to World Bank management? If yes, please provide the details about those communications and explain why you are not satisfied with the Bank's action in response.

Yes. From April 2019 onwards we copied the World Bank Kampala Office on our complaints (Annex 3,4, 5 and 6). While the written response from the World Bank (Annex 7) is appreciated, we are concerned that the World Bank Bank Bank (Annex 7) is appreciated of the World Bank (Annex 7) i

has no interest in the issue, that we should not copy the World Bank on our communications with Ruhore and that we should withdraw our grievances and support Ruhore as their work is important for Uganda.

5. If known, please list the World Bank's operational procedures you believe have not been followed.

From the training we received, we understand that the World Bank's OP 4.12 (involuntary Resettlement) requires that land is acquired in close consultation with the PAPs, compensation provided at full replacement costs and that affected livelihoods are restored. We further learned that the clearing of the land without an accepted ESIA was not in line with the requirements of OP 4.01 (Environmental Assessment).

6. Do you expect any form of retaliation or threats for filing this complaint to the Inspection Panel?

We don't know. As stated above the Ruhore team has already threatened to kill us and the RDC to lock us up, if we don't withdraw our grievances and/or continue our quest for fair compensation.

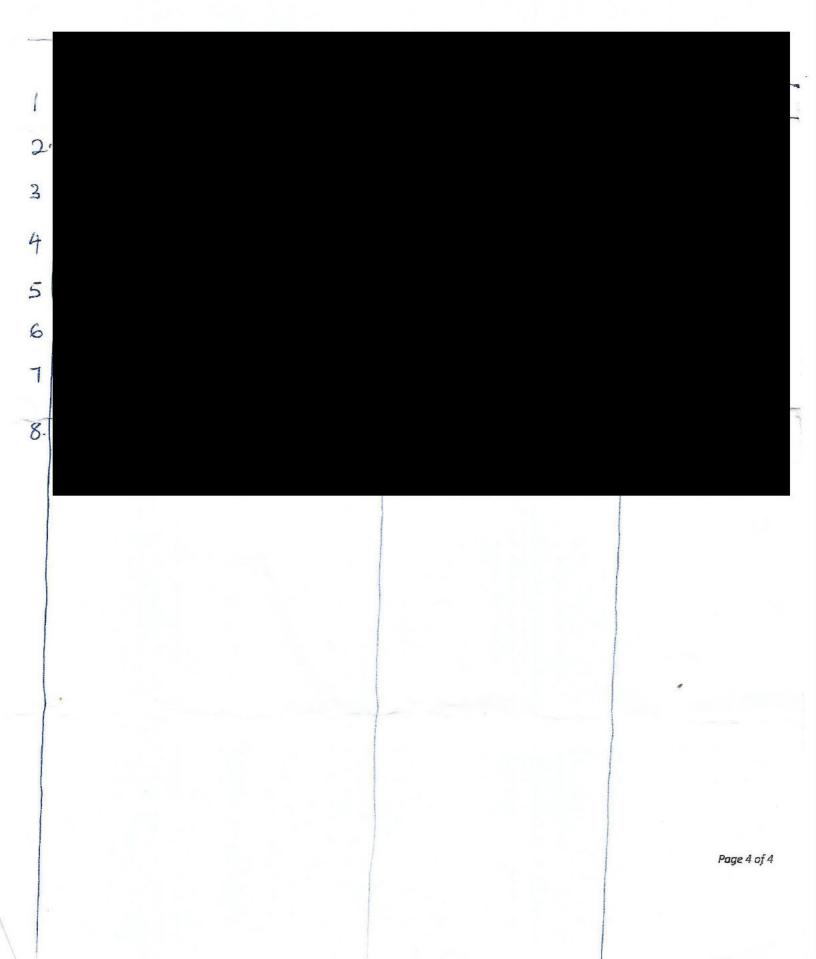
Section 2: Contact Information

- 8. Would you like your name and contact details to be kept confidential? (*The Inspection Panel will not disclose your identities to anyone without your prior consent.*) Yes ⊠ No □
- 9 Complainants' Names (Minimum two names and signatures are required):

Complainant 1 Name	Complainant 2 Name
Address	Address
Phone	Phone
Email	Email

10. We, the undersigned, request the Inspection Panel to investigate the issues described above. Signatures [of the project affected persons[PAPS] NOTES:

- Please attach supporting documents, if available.
- If you have any difficulty in completing the form, please contact the Inspection Panel at <u>ipanel@worldbank.org</u> or by phone: +1-202-458-5200.





Plot 8 Upper Naguru Road Naguru Hill, Kampala

🖕 +256 414 046 691 🛛 🖾 P.O. Box 8706, I

🖾 P.O. Box 8706, Kampala 🛛 🖄 info@mirembegroup.mca.com

www.mirembegroup.mca.com

The Managing Director Mota-Engil Africa (Uganda) Plot 4 Upper Kololo Terrace P. O. Box 8453 Kampala, Uganda

0 7 NOV 2018 MOTA . ENGIL AFRICA

7 Nov, 2018

Dear Sir/ Madam,

RE: INTENDED EXPLOITATION AND OR ACQUISITION OF ORULA ROCK IN OMOLOKONY VILLAGE, SOROTI DISTRICT

The caption refers:

We have instructions from our clients - members of the Akariwok Ojirin clan, to address you as hereunder-

It has been brought to our attention that you have taken interest in the Oruja rock located in Omolokony village, which rock/land is customarily owned by our clients.

We have also been informed that you sent representatives to test, survey and value the land/rock - documentation to this effect is hereto attached; according to which documentation the land/rock was grossly undervalued.

It will suffice for you to note that legally, customary land belongs to its respective occupants as per relevant custom, and also, that land is not only the surface of the earth, but also all subjacent and superjacent things of a physical nature such as buildings, trees, stone, crops, marram.

To this effect, in the event that you still have interest in this land/rock, it is a requirement that you compensate its owners not only for the surface of the earth they occupy, but also for all things subjacent and superjacent - prior to any exploitation and or acquisition of the same. Please be informed that should you still be interested in this land/rock, we have instructions to negotiate the terms thereof and any correspondence regarding the subject herein should be addressed to ourselves. The lead lawyer in conduct of this matter is the undersigned who can be reached on

Yours Sincerely

Cc: Clients

				Date Grievance	Date Grievance	Anonymo	Disclose						
GMC Nr.	Case Nr.	First Name	Second Name	received by GMC	received by UNRA	us?	Name?	Telefon	Address	what	By Whom	Frequency	Requested Recourse
102				25.5.2019	12.6.2019	No	Yes		Omolokony	Low payment for the Quarry	Ruhore co LTD	Once	Additional money to 150m
102	2			25.5.2019	12.6.2019	No	Yes		Omolokony	Promise for Jobs not fullfilled	Ruhore co LTD	Once	Consider clan members for jobs
				5		2				2 houses ,6 orange trees, 3 Guava trees,4 avocado trees and one acre of			
102	3			25.5.2019	12.6.2019	No	Yes		Omolokony	Cassava not paid	Ruhore co LTD	Once	The assets should be paid
				8		2				Low payment of houses, land crops, trees (10 oranges, latrine, graves)	2		
102	4			25.5.2019	12.6.2019	No	Yes		Omolokony	Unsurveyed land around the quarry not paid	Ruhore co LTD	Once	Top up money tobe given
				5 A	4	8	2			Underpayment of land ,Assets surveyed not validated and signed, unsurveyed	2		
102	5			25.5.2019	12.6.2019	No	Yes		Omolokony	land around the rock not paid	Ruhore co LTD	Once	Negotiation should start afresh
102	6			25.5.2019	12.6.2019	No	Yes		Omolokony	Part of land not paid, Assets surveyed not validated and signed	Ruhore co LTD	Once	Negotiation should start afresh
102	7			25.5.2019	12.6.2019	No	Yes		Omolokony	Poor payment of land, fruit trees and crop gardens	Ruhore co LTD	Once	The fruit trees and gardens should be paid
										Low payment for assets surveyed not validated and signed, half acre of			
102	8			25.5.2019	12.6.2019	No	Yes		Omolokony	cassava 5 mango trees,8 trees and one grave	Ruhore co LTD	Once	Top up money tobe given
102	9	2 J		25.5.2019	12.6.2019	No	Yes		Omolokony	Documented premises not paid for	Ruhore co LTD	Once	The house should be paid
102	10			25.5.2019	12.6.2019	No	Yes		Omolokony	Low payment on huts and fruit trees	Ruhore co LTD	Once	Top up money tobe given
102	11			25.5.2019	12.6.2019	No	Yes		Omolokony	Low payment for assets surveyed not validated and signed	Ruhore co LTD	Once	He needs fresh negotiation
102	12			25.5.2019	12.6.2019	No	Yes		Omolokony	Low payment for assets surveyed not validated and signed	Ruhore co LTD	Once	He needs fresh negotiation
102	13			25.5.2019	12.6.2019	No	Yes		Omolokony	Documented premises not paid for but was destroyed	Ruhore co LTD	Once	Pay money and disturbance allawance for the huts
102	14			25.5.2019	12.6.2019	No	Yes		Omolokony	Non compensation of 10 graves	Ruhore co LTD	Once	Compensation of the graves
102	15			25.5.2019	12.6.2019	No	Yes		Omolokony	Her land was surveyed and not compensated and also the graves	Ruhore co LTD	Once	She wants compensation for land and graves
102	16			25.5.2019	12.6.2019	No	Yes				Ruhore co LTD		She wants compensation for land and graves
102	17			25.5.2019	12.6.2019	No	Yes		Omolokony	Underpayment of land not surveyed and not validated and signed	Ruhore co LTD	Once	Top up money tobe given

The Managing Director Mota-Engil Africa (Uganda) Ltd Plot 2 Park Lane, Kololo KAMPALA

15th April 2019

Dear Sir,

RE: DISCONTENT WITH THE COMPENSATION PROCESS FOR THE LAND AND ORUJA ROCK IN OMOLOKONY VILLAGE, MEROCK PARISH, KATINE SUBCOUNTY, SOROTI DISTRICT

We refer to the above subject matter.

As you are aware, we the project affected persons (PAPs) who are also members of the Akariwok Ojirin Clan expressed concerns on the negotiation process for compensation of our property including Oruja Rock (the Rock) was going through strangers we could not identify.

We expressed willingness to welcome the project in our village by negotiating directly with Mota-Engil Africa (Uganda) Ltd (Mota-Engil) as the contractor that expressed interest in the Rock for construction materials for Soroti-Lira-Kamudini road for fair, adequate and prompt compensation of our property/land and the Rock sitting on it through then our lawyer of the word of the word of the word of the state of the sta

We were instead presented with figures and documents to sign by some people who presented themselves as representatives or agents of Ruhore Company Limited whom we do not know to present the relationship between the contractor, Mota-Engil and Ruhore Company Limited. We attached here several documents we were presented with by **Sector Company** who presented himself as the Project Coordinator of Ruhore Company Limited. The documents do not represent our input, views, figures for compensation that we had hoped to negotiate. We were ordered around and intimidated by the Project Coordinator and not allowed to express our views and demands.

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Through intimidation, coercion and threats, we were forced into signing documents we do not understand after being forced to withdraw legal representation instructions we then gave to our lawyer of fine the matter. We attached instructions and withdraw of instructions letters to this letter for your information.

We the project affected persons (PAPs) of Omolokony village, Merok Parish, Katine Subcounty in Soroti District express our disappointment and dissatisfaction in how the matter of compensation for our land/property which form the buffer area was handled.

The negotiated for compensation of the Oruja Rock is not handled and concluded current.

We therefore register our concerns and give notice to the relevant authorities and concerned person(s) as follows-

- 1. That Oruja Rock in Omolokony Village, Merock Parish, Katine Subcounty in Soroti District is owned by Akariwok Ojirin Clan as customary tenure of ownership and must be adequately compensated for separately from the land forming the buffer area.
- 2. We maintain our position that save for the land that make up a buffer area, we are not willing to lease the Oruja Rock to any person or company.
- 3. That what we are willing to do is to allow exploitation of the Rock for compensation at the market value of per ton of the aggregate stone excavated from the Rock for construction of Soroti-Lira-Kamudini road. (See the letter attached written to you by then our lawyer of Kampala).
- 4. That we are willing to strictly and directly through our lawyer(s) to negotiate with the contractor, Mota-Engil for the compensation of the Rock and our land forming the buffer area and not any broker company.
- 5. That we have instructed our lawyer(s) of in Kampala to work with other professionals including geologist, valuer and land surveyor as they may deem fit together with the

leadership of the PAPs (as per the attached Minutes) to handle the negotiations and compensation for the Rock and land forming the buffer area on our behalf. Our lawyer shall write to you following our instructions.

- 6. That Ojura Rock shall not be exploited or excavated by any person or company without agreeing with the PAPs and the Clan on the fair, adequate and prompt compensation.
- 7. That we the PAPs occupying the land forming the buffer area must be fairly, adequately and promptly be compensation for the land and all on and under it including crops, fruits, trees, graves and other properties and items in accordance with good compensation standards, principles and practice.
- 8. That we were intimidated, coerced and fraudulently made to sign the lease agreements for the land giving access to the Rock.
- 9. That we do not know who Ruhore Company Ltd and its representatives or agents represent in the transaction we were fraudulently made to enter into.
- 10. That we have never leased Oruja Rock to any person or company.
- 11. That the Rock shall not be exploited by any person or company without fairly, adequately and promptly compensating for as may be agreed by the Clan Leadership through our lawyer.
- 12. That our land forming the buffer area must be revaluated and compensated fairly, adequately and promptly.
- 13. That our lawyer review afresh and draft our respective lease agreements before we sign them with Mota-Engil.
- 14. That our lawyer draft for us a Community Development Agreement to be signed between ourselves and Mota-Engil clearly stipulating development and social projects that the contractor is going to put in place as part of its corporate social responsibility for the community before the project starts.

15. That any process or operation relating to excavation of the Rock must stop with immediately effect until the negotiations and compensation for both the land and the Rock are properly done.

We therefore advice that Mato-Engil Africa (Uganda) Ltd should follow the proper and fair process of compensating us for our property including the Rock before carrying out excavation works on the Rock.

cc. The Executive Director, UNRA, Kampala

cc. The Country Head, World Bank Group, Kampala

cc. The Executive Director, NEMA, Kampala

cc. Kagga & Partners Ltd, Field Office Soroti

cc.

cc. Elison Karuhanga, Director, Ruhore Company Limited

cc. Jonard Asiimwe, Project Coordinator, Ruhore Company Limited

VERIFICATION ACCOUNTS FOR THE TWO MOTOR CYCLES

OWNER:

1.	MOTOR CYCLE WITH LOT NO								
	SERIAL	DESCRIPTION	DETAILS						
	1.	Name of owner							
	2.	Date of Verification	13/02/2014						
	3.	Make of vehicle	BAJAJ BOXER						
	4.	Engine Capacity c.c	100						
	5.	Engine number							
	6.	Chassis number							
	7.	Year of Manufacture	2011						
	8.	Country of Origin	INDIA						
	9.	Body description	MOTOR CYCLE						
	10.	Fuel type	PETROL						
	11.	Colour	RED						
	12.	Seating Capacity	01						
	13.	Kilometres/mileage covered	-						
	14.	Net weight	110KG						
	15.	Gross weight	110KG						
	16.	Number of tyres	02						
	17.	Size of tyres	3.00-17						

2. MOTOR CYCLE WITH LOT NO.

SERIAL	DESCRIPTION	DETAILS				
1.	Name of owner					
2.	Date of Verification	13/02/2014				
3.	Make of vehicle	BAJAJ BOXER				
4.	Engine Capacity c.c	100				
5.	Engine number					
6.	Chassis number					
7.	Year of Manufacture	2008				
8.	Country of Origin	INDIA				
9.	Body description	MOTOR CYCLE				
10.	Fuel type	PETROL				
11.	Colour	BLUE				
12.	Seating Capacity	01				
13.	Kilometres/mileage covered	-				
14.	Net weight	110KG				
15.	Gross weight	110KG				
16.	Number of tyres	02				
17.	Size of tyres	3.00-17				

REMARKS: used motor cycles but still in running conditions.

MOYO CUSTOMS



KAA HOUSE Plot 41 Nakasero Road PO Box 9566 Kampala Uganda www.kaa.co.ug

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PARTNERS DR.ELLY W KARUHANGA

OSCAR KAMBONA

SAMUEL MAYANJA

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OR KALLU C.KALUMIYA LIBITAL BIR.LP, UM (CARTAR), LIMIN SC (MARMARD)

JOSEPH MATSIKO LLA (HONE) DE LJ, CHT, WED AND (HAMMINTON, DC)

JET J TUMWEBAZE

AUGUSTINE OBILIL IDOOT

LLA CHORE) GA. LA LLA DOTLAND ELISON KARUHANGA

ANA NE. KASAUA

CONSULTANT HON JUSTICE JEREMIAH HERBERT HTABGOBA MIL FINICIPAL JUST

KRISTINA KASIBAYO Lub (Hong) DP. LP, ILM (EMERGY LAW & PORCY)

SENIOR ASSOCIATES

AGATHANINSIIMA

RAYMOND MWEBESA

AKANTORANA KOBUSINGYE

ASSOCIATES RAYNER MUGYEZI US DOND DELLE JOAKIM KUNTA-KINTE

LI (HONE) DR. LA

MELDA ANNE AART

PATIENCE EVA AKAMPURIRA

24 February 2020

GP Advocates Plot 4 Pilkington Road 3rd Floor Colline House P.O. BOX 6737,Kampala. * 24 FEB 2020 RECEIVED P. O. Box 0737, Kampala

GP Advocates

RE: COMPENSATION TO PERSONS AFFECTED BY THE CONSTRUCTION/TARMACKING OF SOROTI LIRA KAMIDINI ROAD, COMPENSATION FOR THE VALUE OF ORUJA ROCK.

Dear Sir,

Attn:

We act for Mota-Engil Africa (our "Client") upon whose instruction we address you as follows:

Reference is made to your letter dated 22nd January 2020 and to your Client's letter dated 1st February 2020 addressed to the Country Director of the World Bank, Uganda. Our Client has read the contents of those letters and instructed us to respond as follows:

- As your Clients are aware, there is a process underway aimed at resolving these issues, however, the contents of those letters and the information availed to you are at best inaccurate and we respond simply to set the record straight.
- 2. Our Client subleased this land from a third party that had engaged with and obtained leases from the Community.
- 3. Our Client was availed and informed of the process leading up to obtaining the leases from the affected community, which we shall elaborate below for your ease of reference:
 - a. Your Clients negotiated for their rights as the Project Affected Persons (PAPS) and as the Clan;
 - b. The land was surveyed, valued and the price to be paid was negotiated by the parties;

Consider it Solved.



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Kampala Associated Advocates

- c. The Community was engaged, financial literacy classes were held and all the issued were discussed and resolved. (Attached hereto are pictures evidencing this as "A");
- d. The discussions broke down because of the issue of ownership of the rock, wherein your Clients not only claimed ownership but also stated that the they should be paid <u>UGX 600 Billion</u> or in the alternative, every stone from the blasting should be paid for after weighing the amount of aggregate;
- e. Our subcontractor then withdraw from the discussions and began discussing and negotiating a contract elsewhere;
- f. Your Clients, in particular, the subcontractor to return and abandon the area that he had identified since a compromise could be reached;
- g. They offered written support in the form of minutes from the community and the clan and negotiated on behalf of the clan, an amount to be paid to the clan.
- Bank accounts were opened for all the PAPS in Centenary Rural Development Bank and financial literacy trainings were conducted;
- The amount of money to be paid was agreed to by each family and the amount given was way more than the amount valued. The clan, through your clients, was paid separately;
- j. The community entered into agreements with the subcontractor which were translated, discussed, signed, not only in the presence of the PAPS but also the

. The

agreements therefore were fairly and properly entered into. (A sample agreement is attached hereto as "B");

- k. Further, after your letter dated 22ndJanuary 2020, a community meeting was held and it was attended by the Executive Director of Uganda National Roads Authority ("UNRA"), the subcontractor, the community and the consultant;
- 1. At the meeting, the overriding grievance was that your Clients had expropriated the money meant for the Clan by under declaring it by more than 90%. It is therefore surprising to see



Kampala Associated Advocates

the same people making demands for more money from Our Client.

- Please be informed that the agreements signed, executed, accepted and performed are binding on your Clients. Our Clients will exercise their rights under the law if these allegations that have greatly affected this project continue.
- 5. These rights include refunds with interest at a commercial rate of 25% per annum from the date of default till payment in full.
- 6. We trust that your Clients will allow the current process to continue without us having to resort to the enforcement of our Client's rights.

Yours faithfully,

Kampala Associated Advocates

Copy to: Client;

The Country Director, World Bank Uganda;

The Executive Director, UNRA;

The Executive Director, NEMA;

The Resident District Commissioner, Soroti;

The District Police Commander, Soroti;

The Supervisor of the Road Project, TNM with Kaaga & Partners, Soroti Field Office.





WORLD BANK

RECEIVED

19 FEB 2020 ★

OMOLOKONY VILLAGE MEROK PARISH KATINE SUB COUNTY SOROTI DISTRICT

A Uto

ONAL ENVIRON

(NEMA)

1ST 02 2020

The Country director

World Bank Uganda

Kampala

Dear Sir;

RE: COMPENSATION TO PERSONS AFFECTED BY THE CONSTRUCTION/TARMACKING OF SOROTI LIRA KAMIDINI ROAD. COMPENSATION FOR THE VALUE OF ORUJA ROCK.

We the project affected persons (PAPS) and the clan leaders of Akariwok Qjinin wish to inform your office that we had been left in dark for a long time in regard to the negotiation and compensation of the land surrounding the rock and also the compensation of Oruja rock. Since Mota Engil approached us in the month of May 2018 with the interest to acquire Oruja rock to use it as aggregate for tarmacking Soroti Lira Kamidin road. No positive steps have been taken in regards to conclusion of the negotiation and compensation of the land and the rock.

Since then the land surrounding the rock has been graded by the contractor destroying our crops, houses, fruit trees, medicinal plants etc.

Our lawyers have written to both UNRA and Mota Engil on several occasions with no good response regarding our claims.

The most recent letter from our lawyers to UNRA dated 22nd January 2020 on the matter is attached.

Yours

CC. G.P CC. UNRA CC. MOTA ENGIL CC. CONSULTANT CC. NEMA



Plot 1, Lumumba Avenue Rwenzori House Kampala, Uganda

March 11, 2020

Omolokony Village Merok Parish Katine Sub-county Soroti District

Dear Mr. Erecho and Mr. Olobo,

Re: Compensation to Persons Affected by the Construction/Tarmacking of Soroti Lira Kamdini Road – Compensation for the Value of Oruja Rock

We acknowledge receipt on February 19, 2020 of your letter dated February 1, 2020 regarding delay in conclusion of negotiations and payment of compensation for Oruja rock and the land surrounding it by the contractor M/s Mota Engil.

We are aware of the issue and regret the delay in the compensation process and any inconvenience caused to affected individuals and communities. We have since taken some steps to ensure that affected persons are adequately compensated. This includes requesting the Uganda National Roads Authority (UNRA) to suspend works on the project until this very issue is addressed.

We will continue to engage with UNRA on this matter and closely monitor progress in addressing your complaint.

Sincerely,



cc: Ms. Allen Kagina Executive Director Uganda National Roads Authority Kampala

> Dr. Tom Okurut Executive Director National Environment Management Authority Kampala

Ms. Anne Kabagambe Executive Director, Africa Group 1 World Bank Group Washington D.C, USA