

September 2025

WHAT'S IN A MINING CBA?

**Community Benefit Agreements in the
Critical Minerals Era**

by Ian Barlow, Chinmayi Shalya, and Sandeep Pai

ABOUT THE COUNCIL FOR CRITICAL MINERALS DEVELOPMENT IN THE GLOBAL SOUTH

The Council for Critical Minerals Development in the Global South is a partnership between Swaniti Global, SEforAll, and UC Davis, founded to strengthen south-south and international collaboration on critical mineral supply chain development. The Council aims to support countries to realize socio-economic growth, industrialization, and climate goals through a collaborative approach that bridges regional divides and promotes equitable benefits sharing from the global energy transition.

www.transitionmineralscouncil.org

ABOUT SWANITI GLOBAL

Swaniti Global, founded in 2012, is a social enterprise that provides development solutions and technical assistance to improve the delivery of public services by leveraging research, data, and on-ground expertise. Swaniti works in areas of climate, public health, and livelihood. Swaniti's theory of change is that if people are provided with access to quality healthcare, education, employment, and social welfare programs, then everyone shall have an equal opportunity to thrive. Swaniti has worked across 5 countries and 11 Indian states to enable administrators to effectively implement programs within communities. Swaniti's 150+ team works across South and East Asia with local teams present within communities.

© 2025 Swaniti Initiative (operating as Swaniti Global)

Editor: Prashansa Taneja

Cover and design: Ian Barlow

Citation: Barlow, I. Shalya, C. Pai, S. *What's in a Mining CBA? Community Benefits in the Critical Minerals Era*. (Swaniti Initiative, 2025).

Published by

Swaniti Global

Houston, Texas, United States

www.swaniti.com

Disclaimer: The opinions expressed herein are entirely those of the author(s). Swaniti Initiative makes every effort to use reliable and comprehensive information, but Swaniti Initiative does not represent that the contents of the report are accurate or complete. Swaniti Initiative is a non-profit, non-partisan group. This report has been prepared without regard to the objectives or opinions of those who may receive it.

EXECUTIVE SUMMARY

THE POLICY ISSUE

Low-carbon energy deployment is rapidly increasing globally. As a result, demand for the critical minerals essential to low-carbon energy technologies is anticipated to grow significantly. The corresponding ramp-up in mineral extraction and production will have major impacts, particularly in Global South countries. As these countries move to leverage their minerals to economic benefit, concerns related to exploitation and “resource curse” remain.

At the mine level, community benefit agreements (CBAs) are considered an important tool for (a) creating project support; (b) establishing benefits and compensation for project-impacted communities; and (c) mitigating negative impacts from the mine.

Research on both mining-related CBAs and Global South CBAs is relatively limited. For example, comparatively less research exists on to what end CBAs are being broadly leveraged. Understanding what CBAs are attempting—or could attempt—is important to effectively utilize CBAs amidst mineral development.

THE RESEARCH

To address the aforementioned research gap, the authors undertook a review of 21 CBAs deriving from mining projects, primarily from the Global South, to answer two key questions: (1) what are the key features of mining-derived CBAs and (2) what are the key elements of publicly available, mining-derived CBAs?

This report catalogues the activity types and other key features of these agreements, assessed and organized through a simple content analysis.

FINDINGS

Five CBA macro-elements (i.e. categories) were identified across agreements, cataloging activities and features of CBAs: (1) Financial; (2) Socio-economic; (3) Project-related Terms; (4) Institutional Framework; and (5) Declarations and Acknowledgements. Twenty-one sub-elements were also identified across these macro-elements. Key observations include:

- 1. Many agreements appear to prioritize shorter term issues.** While some do attempt to address issues on a longer timeline, the CBAs surveyed generally focus on mitigating

immediate impacts of the mining project and capitalizing on its short-to-medium term opportunities, such as mine employment or skills training.

2. **CBA overlap with other contracts, regulations, and laws that facilitate benefits, protections, and compensation to communities.** Thus, agreements add to a complex web of promises and obligations to communities, which can obscure the full utility of CBAs. This may also create redundancies, thereby making it difficult for communities to effectively leverage CBAs, particularly for localized issues.
3. **Few CBAs guarantee local employment, despite the popularity of elements that address project employment.** Project employment elements typically manifest as hiring goals or preferences, or as broad recruitment activities like job advertisements. Elements related to skilling are often meant to foster a local workforce competitive for mine-related jobs, but these elements very rarely create a direct path to mine project employment. Employment provisions may therefore be less impactful than envisioned.

SELECT RECOMMENDATIONS

Key recommendations of this report include the following:

1. **Governments should consider requiring longer-term development tools in CBAs, such as post-closure trust funds.** Post-closure endeavors under CBAs exist but are less common. Requiring them may help ensure resource availability at the end of a project, e.g. by strategically stretching the financial windfall into the long term.
2. **Governments should review benefit mechanisms to inform policy.** For example, requiring data and analysis of CBAs—and other mechanisms to the benefit of impacted communities—could help policymakers leverage other tools to complement CBAs and maximize benefits and protections for impacted communities.
3. **Companies and governments should consider the dissemination of holistic and accessible informational materials to communities to inform negotiations.** This may include summaries of community rights, the company's pre-existing obligations, and relevant programs, policies, and procedures.
4. **Civil society, governments, and other institutions should conduct additional research into CBAs.** Priority topics include (a) project employment elements in CBAs, to understand their efficacy and identify best practices; (b) community obligations under CBAs, to create guidelines vis-à-vis concessions to companies; and (c) frameworks for determining if CBAs are providing benefits above and beyond compensation and impact-mitigation.

TABLE OF CONTENTS

1.0 Introduction.....	5
2.0 Methodology.....	7
2.1 Research Questions, Scope, and Methods.....	7
2.2 Limitations.....	8
3.0 Findings.....	9
3.1 Summary of Catalogued Agreements.....	9
3.1.1 Signatories.....	10
3.2 Key Elements of Agreements.....	11
3.2.1 Financial Elements.....	13
3.2.2 Socio-economic Elements.....	13
3.2.3 Project-related Terms Elements.....	18
3.2.4 Institutional Framework Elements.....	21
3.2.5 Declaration and Acknowledgements Elements.....	24
4.0 Discussion and Conclusion.....	25
Citations.....	30

1.0 INTRODUCTION

Low-carbon energy generation and storage are rapidly increasing worldwide. Due to numerous factors—including global economic competition and addressing climate change—these technologies are being produced at an increasingly large scale and in many instances displacing traditional fossil fuels. The minerals that serve as raw materials for these and other technologies, or critical minerals, have increasingly become strategically important, gaining increased attention internationally. Dozens of countries are now moving to secure and develop these mineral supply chains, including in mining and other types of production.

To meet future demand for these minerals, up to USD 600 billion in investments may be required by 2040, according to the International Energy Agency.¹ Though alternative extraction methods exist, mining is likely to remain the dominant means of production for minerals for at least the next two decades.^{2,3}

This anticipated growth in mining will have significant socio-economic and environmental footprints, particularly in Global South countries where many of these mineral reserves exist.⁴ Global South countries are moving to leverage these resources for domestic economic benefit and development but continue to harbor significant concerns, particularly regarding exploitation and “resource curse” impacts.⁵ (Today, the highest-value segments of these mineral supply chains are largely owned by or located in wealthier countries.^{6,7}) Initiatives to address these concerns are ongoing at the international level, but many key issues will need to be addressed domestically, as every country has long-standing practices, regulations, and laws around mineral extraction.

At the mine level, community benefit agreements (CBAs) have been deployed globally to (a) mitigate negative impacts of mining operations; (b) support affected peoples; and (c) ensure project support.^{8,9} The U.S. Department of Energy has defined CBAs as “legally binding, negotiated agreement[s] between a project proponent/developer and a community...outlining benefits they will receive in return for their support or non-opposition to a project.”¹⁰ Other definitions typically mimic this, with some variation such as requiring a CBA to “[result] from substantial community involvement” or to be with a “representative coalition of community organizations.”^{11–13} However, there is no standard definition of a CBA or even a standard terminology. CBAs go by many names (e.g. Impact Benefit Agreement, Community Development Agreement, etc.) and, as this report will show, establish a broad constellation of obligations and aspirations under a variety of legal and contractual contexts.^{12,13} For example, some countries (e.g. Papua New Guinea, Mongolia, Nigeria) require that mining projects

produce a CBA while others (e.g. India, Argentina) do not.¹ Countries that do not require CBAs usually have alternative mechanisms in place to ensure local benefits from mining projects; examples include India's District Mineral Funds, Brazil's Financial Compensation for the Exploitation of Mineral Resources, or South Africa's Social and Labour Plans.

Generally, CBAs have been studied collectively (i.e. not studied by sector of origin) and in the Global North, especially in Canada, Australia, and the United States. Global South CBAs have received less scholarly attention, and research into mining-derived CBAs is often on a project-by-project basis or incidental to a larger, cross-sectoral review agreements.^{8,9,14,15}

Much of the existing literature focuses on CBA implementation, design principles, or financial benefits. Comparatively less research has been conducted into what CBAs are attempting to establish across communities, particularly in the Global South; the authors have not found a comprehensive, comparative review in their research. This may be partly due to the idea that non-financial activities under agreements may be too context-specific or parochial, or because implementation ultimately determines which (and how) agreements are realized. Regardless, this report takes the position that a holistic understanding of what CBAs are attempting is important, given that (a) communities may find this information valuable for their own negotiations, and (b) national and subnational governments—particularly in the Global South—may wish to better understand to what end CBAs can be utilized, both to help mining projects move forward and to better support impacted communities with meeting their needs and visions for their economic futures.

To address this gap, the authors have undertaken a review of activities across 21 mining-derived CBAs, primarily from the Global South. This report catalogues (a) the shared and unique activities, including stated intentions and obligations, across agreements to shed light on the nature of CBAs and the benefits they may or may not offer, and (b) the key features of these agreements.

In Section 2.0, the methodology of the research is explained, including research questions and limitations. In Section 3.0, the findings of this research are described, including CBA elements and the common and unique features of these elements across agreements. In Section 4.0, the report concludes with observations and recommendations for policymakers, researchers, and other practitioners.

¹ Some countries may only require CBAs situationally, such as when indigenous communities are impacted by a mining project.

2.0 METHODOLOGY

2.1 RESEARCH QUESTIONS, SCOPE, AND METHODS

This report centers on the following research questions:

- **Q1:** What are the key features of mining-derived CBAs?
- **Q2:** What are the key elements of publicly available, mining-derived CBAs?

The scope was initially narrowed to CBAs exclusively deriving from mining projects.² These agreements were, for the purposes of this review, broadly defined as agreements with a mining company intended, at least in part, to create benefits for mine-impacted communities. We elected to include any agreements regardless of who the non-company signatories were or the nature of the negotiations; a signatories requirement would have been overly exclusionary, and assessing the negotiations to determine whose interests were represented went beyond this study's scope (see 2.1 Limitations).³

The scope was further narrowed to focus primarily on Global South agreements in order to (a) address an under-researched geography vis-à-vis CBAs, which have been most studied in the Global North context, and (b) align it with the mission of the Council for Critical Minerals Development in the Global South.¹⁴ Due to a dearth of publicly available documents, some mining-derived CBAs from the Global North were also included.

To address the research questions, we conducted a literature review of CBAs that were publicly available or in secondary sources that described or analyzed the agreement in relative detail. Most were found via existing databases (ResourceContracts.org and government websites), but agreements or secondary sources were also found in or identified via academic papers, institutional reports (e.g. World Bank), company reports, or the websites of community-based organizations. Existing laws and regulations were looked at in order to put the agreements into context, e.g. to identify whether a CBA was legally mandated.

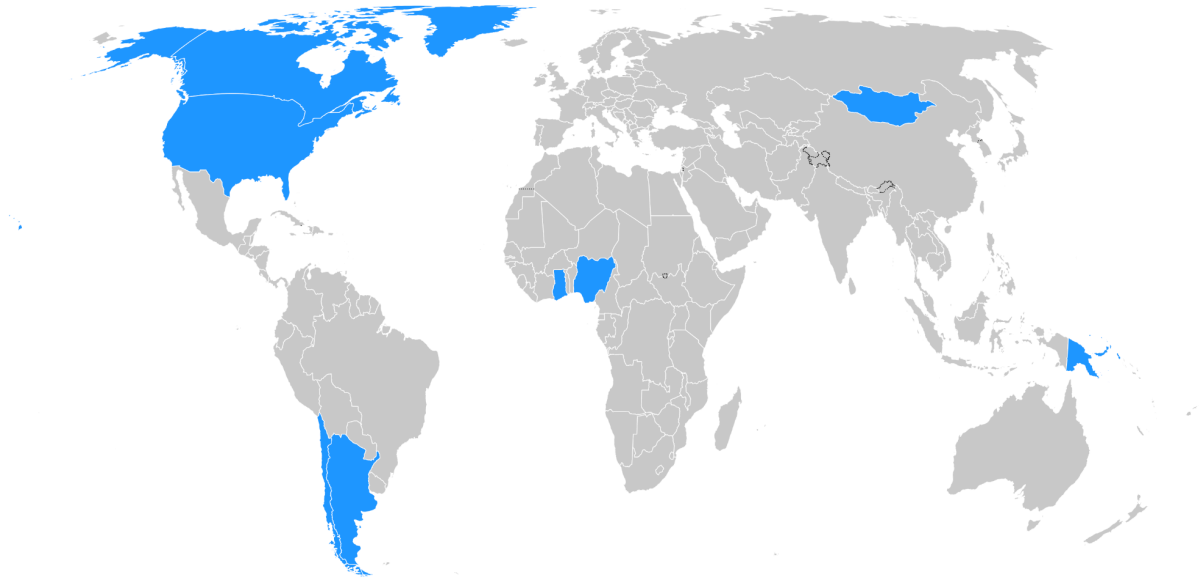
Once these agreements were collected, two sets of data were catalogued: (1) broad agreement characteristics (e.g. signatories, country contexts, enforceability), and (2) the elements that describe the activities under the CBA. A simple content analysis was conducted to group elements by theme, such as Project Employment. Finally, data points were calculated across elements. These include occurrence rates for elements across CBAs as well as data

² Including quarrying and brine extraction projects.

³ CBA literature is divided on whether or not a CBA may have a local government signatory as the "community." Requiring a CBA to definitionally have a non-government community signatory would have excluded most of the publicly available Global South CBAs found in this study.

points to discern common but more granular characteristics; for example, how many CBAs have Project Employment elements that include hiring quotas.

Figure 1 Countries Represented in CBA Survey



Source: Flourish; World Bank Official Boundaries

2.2 LIMITATIONS

This review was primarily limited by the lack of publicly available CBAs. This is a known challenge for CBA scholarship, as many agreements are made contractually private. In other instances, agreements may be public but not readily available. Some CBA databases do exist and were utilized for this study, but these generally lack data for CBAs specific to mining projects. No authoritative CBA database currently exists.

Another limitation of this review is that it cannot answer questions on implementation. For example, it cannot determine how concrete or guaranteed any particular element of an agreement may be. Furthermore, the degree to which certain beneficiaries (e.g. impacted communities) were included in negotiations or in determining certain elements of these agreements cannot be ascertained through the agreements alone, minimizing insights into the intentions of the parties to the agreement. Assessment of a given CBAs implementation—while critical to the success of any CBA—is beyond the scope of this study.¹⁶

Finally, this study is not a comprehensive assessment of how communities benefit from mining projects. Rather, it focuses on a narrower subset of mechanisms by which communities may benefit from mining projects. CBAs typically exist within, or span, an array of other mechanisms that bring benefits to communities such as terms on project financing, corporate donations, or economic activities induced locally by the mine. This study is a window into CBAs alone. A cross-comparison of the outcomes of various benefit mechanisms would be a valuable area for future work.

3.0 FINDINGS

3.1 SUMMARY OF CATALOGUED AGREEMENTS

Twenty-one CBAs across nine countries and five continents (Table 1) were collected and catalogued. The vast majority of agreements (18) are ostensibly enforceable. Most CBAs catalogued here derive from gold- or copper-mining (16) projects. Lithium (2), Silver (1), Cobalt (1), Nickel (1), Corundum (i.e. ruby, sapphire) (1), and Limestone (1) projects are also represented.

Only about half (12) are from jurisdictions requiring the agreement by law or regulation. In countries requiring CBAs, the purpose is typically included in the language of the associated law, e.g. the Nigeria Minerals & Mining Act, 2007. CBAs outside of jurisdictions that require them are (or inferred to be) impelled by the company's desire to secure a social license to operate. Of the CBAs for which the authors had a primary source, the intentions of the agreement are typically included as a statement of purpose. These vary considerably in breadth and specificity. Five CBAs include broad mission statements about the socio-economic development of associated communities; the other 6 have more specific clauses, some including fairly long lists of intended outcomes, e.g. Raglan Agreement (Canada), Impact Benefit Agreement (Greenland), Social Responsibility Agreement (Ghana). These intended outcomes usually include socio-economic development of the mine-impacted community, structured and amicable company-community engagement, and mitigation of negative impacts from the mine. While all agreements are ostensibly spurred by legal, political, or social obligations to establish a social license to operate the mine in the community, only the Cooperation Agreement (Mongolia) and the Raglan Agreement (Canada) explicitly list support for the mining project as a purpose for the agreement.

Table 1 General Characteristics of Catalogued Agreements

Agreement	Year	Project	Country	Enforceable	Required?	Primary Mineral(s)
Raglan Agreement	1995	Raglan Mine	Canada	Yes	No*	Ni, Cu, Co
Lihir Gold Mine Agreements (8)**	2004***	Lihir Gold Mine	PNG	Yes	Yes	Au
Memorandum of Agreement	2005	Hidden Valley Gold Project	PNG	Yes	Yes	Au
Law No. 1062-M	2006	Pascua Lama Mine	Argentina	Yes	No	Au, Ag, Cu
MEL-Peine Agreement	2007***	Escondida Mine	Chile	Yes	No	Cu
Ahafo Gold Mine Agreements (3)**	2008	Ahafo Gold Mine	Ghana	No	No	Au
Impact Benefit Agreement	2014	Aappaluttoq Ruby Project	Greenland	Yes	Yes	Corundum
Cooperation Agreement	2015	Oyu Tolgoi Mine	Mongolia	Yes	Yes	Cu, Au
CPA-Rockwood Agreement	2016	La Negra	Chile	Yes	No	Li
Multi-Generational Center Development Gift Agreement	2019	Resolution Copper	USA	Yes	No	Cu
Community Development Agreement	2020	Untitled	Nigeria	Yes	Yes	Limestone
Lithium Americas-Paiute and Shoshone Agreement	2022	Thacker Pass	USA	Yes	No	Li

* Negotiations were required by law, but the agreement was not

** Agreements consolidated under one entry for ease of reading

*** Includes or is a renegotiated contract

3.1.1 SIGNATORIES

All CBAs in this study include the company as a signatory except for Argentine CBA; of the other known signatories, local governments (9), including traditional or tribal bodies, are the most common. Provincial and national governments are also included as signatories in some

agreements. Other signatories to CBAs include tribal associations, Inuit landholding corporations and other landowner associations, and entities created to administer the agreement. Uniquely, though the three CBAs related to the Ahafo Mine (Ghana) are stated to be with the “Ahafo Mine Local Community,” the company and the Newmont Ahafo Development Foundation are the sole signatories.

3.2 KEY ELEMENTS OF AGREEMENTS

Elements, or activity types, under surveyed CBAs have been categorized under five macro categories: Financial, Socio-economic, Project-related Terms, Institutional Framework, and Declarations and Acknowledgements (Table 2).

Financial elements include any provisions in the CBA intended to provide for financial flows to any party.⁴ This includes agreement provisions that dictate dispersal of royalties from the mine project; establish profit-sharing arrangements; provide for grants; or require other financial activities such as inter-governmental transfers or direct spending by the company.

Socio-economic elements include any provisions in a CBA intended to produce socio-economic development outcomes, including through: the development of hard infrastructure; employment or business development deriving from the mine project; skilling and education; and community development (e.g. beautification projects). “Other” socio-economic elements include a variety of different activities meant to address socio-economic development, including technical or planning capacity, local provision of mined material, and sector-specific development programs.

Project-related Terms include terms and conditions vis-à-vis project operations and development, including worker treatment; mine closure and reclamation; environmental impact mitigation prior to and during operation; and other related provisions (e.g. community integration programs). “Other” project-related terms include a myriad of different provisions that generally put conditions on project operations, such as mine land access or cultural site conservation.

Institutional Framework elements include provisions establishing, or calling for the establishment of, entities to implement the CBA; accountability provisions, e.g. reporting requirements; processes for dispute resolution and grievance redressal; communication terms,

⁴ Financial flows from these agreements are treated as a standalone, if duplicative, element type. This is to conceptually simplify this study. Financial flows can be considered (a) an element under the agreement in and of themselves, as in the case of unappropriated general funds or royalties; (b) parts of other elements in a CBA, as in the case of a project-specific grant or a scholarship; or (c) both, as with funds that only partially or situationally support other elements.

Table 2 Macro- and Sub-elements and Presence across Catalogued CBAs

Element	# of CBAs
Financial	19
Royalties	1
Profit sharing	3
Grants	18
Other Financial	6
Socio-economic	21
Hard Infrastructure	16
Project Employment	12
Project Sourcing and Contracting	12
Skilling and Education	18
Community Development	14
Other Socio-economic	14
Project-related Terms	18
Worker Treatment	7
Mine Closure & Reclamation	5
Environmental Impacts	12
Mine Project Support	6
Other Project-related Terms	10
Institutional Framework	19
Implementation Entities	11
Accountability Mechanisms	11
Dispute Resolution	10
Communication	15
Other Institutional Framework	10
Declarations & Acknowledgements	11

e.g. a definition of formal communication between signatories; and other terms and conditions on implementation of the agreement. “Other” sub-elements in this category include a variety of processes, terms, and conditions that shape the administration of the CBA, such as amendment procedures.

Declaration and

Acknowledgements elements comprise a single group of sub-elements that serve as signaling or scene-setting exercises by the signatories. Generally, these elements are indirectly related to CBA activities or their implementation. These elements include non-binding declarations (e.g. of third-party legal obligations), acknowledgements (e.g. of past engagements between the parties to the agreement), and principles (e.g. pertaining to mutual respect) outlined in the CBA.

3.2.1 FINANCIAL ELEMENTS

Financial elements are the second-most common element across all agreements; 19 of the 21 agreements include them. These elements define financial flows from one party to another. These parties are typically, but not exclusively, signatories to the CBA. All CBAs with financial elements provide for financial flows from the company to the community, state, national government, or some combination. Only two contain elements that promise financial support from non-company parties such as provincial or state governments. The Multi-Generational Center Development Gift Agreement (USA) uniquely contains a matching-funds provision, requiring the local government to match the company's donation in order to receive it.

Some payments are tied to profit, cashflow, or royalties, but in most CBAs (17) the payments appear to be largely independent of these factors. Most (18) CBAs explicitly use grants as the means for its financial flows; of these, 12 establish or specify the use of an intermediary institution—like a foundation, fund, or trust—to manage the payments. Three include some sort of profit-sharing provision; however, in only the Development Foundation Agreement (Ghana) are financial flows nearly exclusively tied to profit-sharing. One, the Memorandum of Understanding (Papua New Guinea), includes elements that establish the distribution of the project's royalties—including to local communities and impacted landowners—in addition to grants and other funding elements. Nearly all CBAs with financial elements provide an off-ramp for the company for situations in which the project can no longer support payments, such as financial insolvency or revocation of the project licence.

Six agreements contain other financial elements. Examples include (a) direct spending by the company; (b) terms on interest from invested CBA foundation or trust funds; (c) intergovernmental transfers from provincial or national governments to local governments; and (d) reimbursements to local governments or community groups for CBA facilitation.

All nineteen CBAs include funding for communities or for community-specific projects, while four also include funding for the national or state/provincial government. Fourteen provide at least some funding solely for the community, and at least 5 of these include funding specifically for landowners. Importantly, funding is not one-for-one with other elements across nearly all CBAs; in other words, CBA activities are not always explicitly funded, and financial elements are not always assigned to discrete activities.

3.2.2 SOCIO-ECONOMIC ELEMENTS

All CBAs surveyed contain elements related to socio-economic activities. Nineteen contain at least some sort of provision related to the following sub-categories: Hard Infrastructure (16

CBAs), Project Employment (12), Project Sourcing and Contracting (12), Skilling and Education (18), Community Development (14), and Other Socio-economic (15).

Hard Infrastructure: Infrastructure elements are the third most-common element across surveyed CBAs. These elements relate to activities meant to establish hard infrastructure projects, such as buildings, roads, or electricity transmission.

Sixteen of the 21 agreements surveyed include at least one provision related to hard infrastructure projects. All but one include infrastructure clauses for the sole benefit of local communities directly impacted by the mining project. The most common infrastructure project types in these CBAs are waste management (9), housing (8), and transportation (8). Specificity across agreements varies, but of the CBAs that identify discrete projects, projects named include multi-purpose community centers (2), airport terminal expansions (1), and a borehole drilled for water access (1). Most (12) lie somewhere in the middle between vague and specific by establishing criteria for prospective infrastructure projects that may be funded under the CBA rather than discrete, actionable projects. For example, the Development Foundation Agreement (Ghana) and Law No. 1062-M (Argentina) have the company providing funding for infrastructure via a designated trust; external proposals are then to be submitted to the trust board for funding. These projects must meet criteria under the CBA, though deference to the trusts to approve projects may be significant.

Project Employment: Elements meant to establish or encourage mine-project employment are among the most common elements in surveyed CBAs. Approximately half include language meant to establish or encourage employment with the mining project. Twelve agreements establish provisions to provide for employment at the local, sub-national, and national levels. Nine agreements explicitly and primarily intend to foster employment for locals of impacted communities; one of these gives landowners first priority for employment opportunities. Two agreements only prioritize employment nationally or subnationally.

These employment elements take various forms. Three include aspirational employment quotas; 1 includes only broad statements of intentions by the company to hire; 5 establish hiring preferences (typically but not exclusively prioritizing those closest to the project); and 5 authorize funding for projects meant to foster employment with the project. A minority of these agreements also establish caveats based on skilled versus unskilled labor; for example, the Labor Employment Agreement (Ghana) outlines procedures for recruiting local, “unskilled” employment, whereas skilled labor is left to the company’s discretion. A myriad of other activities such as recruitment or retention provisions are also established in many CBAs, complementing the broader employment goals established in the agreements. The Raglan Agreement uniquely stipulates that non-Inuit workers be prioritized first for company lay-offs, to help stabilize the associated employment opportunities. In all cases, the company is primarily and ultimately responsible for implementing Project Employment elements, though they are not

necessarily obligated. Only 5 agreements create explicit, legally binding employment obligations for the company.⁵

Table 3 Examples of Project Employment Elements

Agreement	Scope	Description(s)
MEL-Peine Agreement Chile	Local	Goal: 1% project employment from the communities of Peine, Camar, Socaire, Talabre, and Toconao
Memorandum of Agreement Papua New Guinea	Mixed	Preference: Hiring preference in the following order: (1) NAKUWI Landowners; (2) people of Bulolo District; (3) people of Morobe Province; (4) people of Papua New Guinea; and (5) non-citizens to Papua New Guinea
Local Employment Agreement Ghana	Local	<p>Preference: Hiring preferences for local labor, both “unskilled” and “skilled”</p> <p>Target: 35% of the project’s workforce from the mining area; up to 50% within 10 years from start of production</p> <p>Quota: Unspecified quota for trained locals; conditional upon establishment of specialized, mine-related training program via company-donated funds</p> <p>Recruitment: Formal procedures for hiring for “unskilled labor”; agreement to attempt to recruit local military members; encouragement of locals to apply for mine jobs</p>
Raglan Agreement Canada	Mixed	<p>Preference: Hiring preference in the following order: (1) Inuit beneficiaries from the two main villages where the project is located; (2) Inuit beneficiaries from other Northern villages; (3) Persons of Inuit ancestry within the project-impacted villages and Northern villages; and (4) Southerners in and outside of Nunavik</p> <p>Recruitment: Outreach program to local high schools</p> <p>Retention: Prioritize non-Inuits in layoffs; Commitment to maintain Inuit workers post-project development when possible</p> <p>Funding: Possible funding for temporary summer employment with the project</p> <p>Direct hiring: Local hiring of an Inuit beneficiary as an “Inuit Employment and Training Officer”</p>

Note: Example agreements above include (or have complementary agreements that include) provisions regarding skilling and training meant to increase the likelihood that local labor will be employed by the project.

⁵ That said, the Community Development Agreement’s (Nigeria) indemnity clause may render it unenforceable.

Project Sourcing and Contracting: Twelve CBAs contain elements establishing terms on procurement for the mine project. These terms are meant to maximize local economic benefits of the mine project by preventing the company from entirely outsourcing the project's needed goods and services. These elements range from simply stating an intent to procure locally (e.g. Rockwood-CPA Agreement (Chile)) to requiring specific business recruitment activities (e.g. Impact Benefit Agreement (Greenland)).

Project Sourcing elements are typically related to the company's recruitment of businesses; 8 CBAs include such elements. Targets, preferences, and mandates for the company's sourcing and procurement activities are less common.⁶ A smaller number of CBAs include elements like requiring the company to help local businesses become viable for project contracting (4 CBAs) or to design contracting or process terms in a locally accessible manner (3). The scale or nature of the businesses meant to benefit from these elements vary. For example, the Memorandum of Agreement (Papua New Guinea) primarily prioritizes local landowner businesses; the Raglan Agreement (Canada) prioritizes local Inuit businesses generally; and the Cooperation Agreement (Mongolia) has a blend of provisions to the benefit of local, provincial, regional, and domestic businesses.

Nearly all of these elements are the sole or primary responsibility of the company to either fund or implement, though some include obligations on local actors to help with facilitation. For example, under the Raglan Agreement (Canada) the community is required to provide a list of qualified local businesses to the company to facilitate local procurement, while the Memorandum of Agreement (Papua New Guinea) obligates the province to provide landowners a grant to facilitate commercial participation in the mine project.

Skilling and Education: Eighteen CBAs feature elements related to Skilling and Education, making it the other most common sub-element category across agreements. These elements include CBA provisions addressing education, skilling, and other professional development. Of the agreements, 14 contain elements related to vocational skilling or other professional training, while 9 have elements targeting primary education. 9 have elements regarding higher education.

Skilling and Education elements take on the form of singular activities (e.g. a training program) or broader efforts to institutionalize education and skilling, such as strategic planning. Beyond these, Skilling and Education elements also manifest as (a) awareness-building of educational/skilling opportunities; (b) facilitation (non-funding), e.g. bus drivers for primary

⁶ Aspirational targets are only found in the Impact Benefit Agreement (Greenland) and the Cooperation Agreement (Mongolia); sourcing preferences are only found in the Memorandum of Understanding (Papua New Guinea), the Cooperation Agreement (Mongolia), and the Londolovit Township Agreement (Papua New Guinea); and procurement mandates are only found in the Impact Benefit Agreement (Greenland) and Raglan Agreement (Canada).

school students; and (c) funding for to-be-determined related activities.⁷ These elements are typically broad, thereby deferring the details of these activities to CBA implementers. For example, Thirteen CBAs contain elements that create a general mandate for to-be-determined activities. Of the CBAs with more specific Skilling and Education elements, five contain elements related to the mining sector; four contain elements related to training specific to the needs of the mine project itself; and three relate to training to facilitate CBA implementation. Only two contain unique provisions calling for non-mining, sector-specific training, like the Integrated Agriculture Training Program in the Integrated Benefits Package (Papua New Guinea).

Most of these elements are either the responsibility of, or funded by, the company, often with—at a minimum—explicit cooperation from other parties to the agreement. Five agreements contain Skilling and Education elements that are the sole responsibility of the community, the provincial government, or the national government.

Community Development: Community Development elements feature in 14 of the 21 surveyed CBAs. These elements include provisions that address softer socio-economic issues unrelated to business development or other hard-economic activities, such as public health, community clean-up initiatives, and recreation.

Community Development elements manifest as provisions addressing public health (11 CBAs), sports and recreation (9), youth development (8), women’s issues (7), religion and spirituality (7), and general community development programming (12) with cross-cutting or holistic purviews, such as projects that address law and order. Many of these elements are fairly vague, often identifying a focus area without much detail. For example, the Cooperation Agreement (Mongolia) requires the company to implement a “youth development program,” only stipulating that it focuses on the “personal development of...high school students” in the capital of the province. Others are more discrete; the Raglan Agreement (Canada) requires the company to invite local artists to perform at the mine.

The vast majority of Community Development elements are either funded or administered by the company, primarily or exclusively. Only two agreements have community development elements that are the partial or complete responsibility of the government(s): the Memorandum of Agreement (Papua New Guinea) and the Cooperation Agreement (Mongolia).

Other Socio-economic: Fourteen CBAs contain other socio-economic elements that do not fit neatly into other socio-economic categories. Though these elements are common across agreements, three CBAs contain the bulk of instances: the Impact-Benefit Agreement (Greenland), the Cooperation Agreement (Mongolia), and the Integrated Benefits Package

⁷ Among surveyed CBAs, Education and Skilling elements that focus on awareness of educational/skilling opportunities are exclusively targeted for local, mine-impacted communities.

Agreement (Papua New Guinea). These elements are typically activities by or for mine-impacted communities, though some are focused provincially or even nationally.

Many of these elements are related to activities with a general socio-economic development mandate, such as administrative or technical capacity building for development or governance. For example, the Multi-Generational Center Development Gift Agreement (USA) establishes a Community Development Committee to address general economic development of the community, in addition to its role in implementing the CBA itself.⁸ The Londolovit Township Agreement (Papua New Guinea), Integrated Benefits Package Agreement (Papua New Guinea), and the Cooperation Agreement (Mongolia) contain elements to bolster governance capacity, including establishing local government offices, a broad governance capacity-building programming, and cooperation on town planning, respectively. Additional notable example elements include a requirement of the company to provide mined material for local sale (Impact Benefit Agreement (Greenland)), a mandate for the company to sell local crafts at the mine store (Raglan Agreement (Canada)), and activities intended to help the local community develop into or own specific sectors such as tourism, animal husbandry, and power generation (Cooperation Agreement (Mongolia) and Integrated Benefits Package (Papua New Guinea)).

3.2.3 PROJECT-RELATED TERMS ELEMENTS

These elements are related to conduct and operations vis-à-vis the mining project. Eighteen CBAs contain elements in this category, which generally address the company's own conduct. This category includes the following elements: Worker Advancement, Reinsertion Programs, Mine Closure and Reclamation, Environmental Impacts, and Other Project-related Terms and Conduct. Environmental Impact Mitigation elements are the most common across agreements (12), followed by Other Terms and Conduct (10) which are a myriad of miscellaneous terms on the project. Four agreements are notably (or presumed to be) devoid of elements under this macro category: Law No. 1062-M (Argentina), Multi-Generational Center Development Gift Agreement (USA), Development Foundation Agreement (Ghana), and the Untitled Thacker Pass CBA (USA).⁹ Below, the elements under the Project-related Terms Elements macro category are discussed in more detail.

Worker Treatment: Seven CBAs contain elements intended to put terms on the treatment of mine workers, typically manifesting as anti-discrimination provisions or programs to advance or train local workers. All but one agreement explicitly target either local or citizen

⁸ This element is also labeled as an Implementation Entities element, due to the committee's dual purpose.

⁹ In the case of the Ahafo Mine's Development Foundation Agreement (Ghana), the other CBAs from the Ahafo Mine project include Project-related Terms elements, albeit limitedly. The Lithium Americas-Paiute and Shoshone Agreement (USA) is presumed to not include these elements, but insight is limited due to secondary sourcing.

workers, as defined in the respective CBA, though scope varies by clause and some are construed to apply to project workers generally. The Memorandum of Agreement (Papua New Guinea) and the Raglan Agreement (Canada) both preference local workers to varying degrees; the Memorandum notably prioritizes local landowner workers over local workers more generally for training opportunities, for example, though the CBA has provisions meant to benefit both landowners and other locals. The Impact Benefit Agreement (Canada) contains worker advancement provisions for “Greenland workers” but none explicitly for locals.

Three of these agreements contain explicit calls for the company to help transition workers into other jobs once the mine closes: the Impact Benefit Agreement (Greenland) (IBA), the Social Responsibility Agreement (Ghana) (SRA), and the Raglan Agreement (Canada). In the IBA, a reinsertion program for “Greenland workers” is required of the company to help them find new work. The provision also explicitly dictates that the program begin “in good time” prior to the closure of the mine; other details are not provided. In the Raglan Agreement, it is only stipulated that the company attempt to find “suitable alternative employment elsewhere for its Inuit Beneficiary Employees within [the company] or in one of its affiliates” once the mine closes. A formal program is not apparently required, and the mandate to only consider employee transfers is narrower than in the IBA. Finally, in the SRA, a transition program for employees is listed as a possible mine closure project to be developed by the company and community but is otherwise not addressed.

Other notable example provisions from this category include (a) a call for the company to advance women into skilled positions at the mine project; (b) a ban on discrimination by the company toward local workers who have resigned from the project; (c) cultural heritage and sensitivity trainings for project employees; (d) a requirement for the community to advise its members, employed by the project, “to abide by the Company's rules and be diligent workers” (Local Employment Agreement (Ghana)); and (e) a clause establishing freedom of movement and non-harassment of company employees within the community (Community Development Agreement (Nigeria)).

Mine Closure and Reclamation: Five CBAs include provisions related to mine project closure or reclamation. These elements vary considerably, ranging from a simple commitment by the company to a previously established mine closure plan (Memorandum of Agreement (Papua New Guinea)) to a lengthy list of provisions related to multiple aspects of mine closure (Raglan Agreement (Canada)). Three of these CBAs provide for monitoring of mine closure by the community, particularly around the environment (e.g. waste disposal; water quality; ecological testing), and two establish—or allude to the establishment of—a committee to monitor or inform mine closure planning and execution.¹⁰ The Integrated Benefits Package (Papua New Guinea) also establishes a Mine Closure Investment Fund, but its exact mandate is

¹⁰ See section 3.2.4 for more on implementation entities in the surveyed CBAs.

not clarified in the CBA. The Social Responsibility Agreement (Ghana) and the Raglan Agreement (Canada) are the only two agreements known to contain post-closure provisions related to the transfer of infrastructure (e.g. roads, airstrips), equipment, and other property.

Environmental Impacts: Twelve agreements contain Environmental Impact elements, which address mitigation of environmental impacts of the mining project during its construction and operation phases (i.e. pre-closure). Of the Project-related Terms elements, Environmental Impacts elements occur most frequently across CBAs.¹¹ Most (9) contain provisions that reiterate the company's commitments to pre-existing legal and regulatory requirements related to environmental impact mitigation; for eight of these agreements, this is the primary or sole manifestation of this type of element.

The most comprehensive set of Environmental Impacts elements is in the Cooperation Agreement (Mongolia), which contains a list of foci for environmental monitoring (e.g. water use), a "biodiversity-offset program," and a requirement to restore mineland to appropriate use for nomadic herders and their grazing animals. One, the Law No. 1062-M (Argentina), provides financial resources to a mine-impacted nature preserve, presumably (but not seemingly not exclusively) to offset negative impacts. Two CBAs explicitly provide for water monitoring or management programs with local oversight, particularly regarding the mine's water consumption. Finally, two agreements provide redressal pathways to communities specifically regarding unforeseen environmental impacts (Raglan Agreement (Canada) and the Cooperation Agreement (Mongolia)), though these may be recapitulating obligations under law.

Mine Project Support: Only six have explicit elements related to community support for the mining project. This is despite the fact that CBAs are at least implicitly established to create community buy-in for a project. These elements take many forms, from broad endorsements of the project to tangible support. The Memorandum of Agreement (Papua New Guinea) includes a myriad of commitments specifically by impacted landowners, including (a) refraining from disrupting the mine; (b) avoiding damage to project infrastructure; and (c) cooperation "to ensure the smooth and efficient operation" of the mine. Under this CBA, the government of Papua New Guinea also undertakes to extend a tax credit scheme in support of the project. In contrast, the Cooperation Agreement (Mongolia) states only that "Parties agree to support the development" of the project, and the Law No. 1062-M (Argentina) merely declares the mine a provincial interest.¹²

These elements can manifest as significant obligations or restrictions upon a community. In the Raglan Agreement (Canada), for example, the community forfeits (a) legal

¹¹ Even on a by-project basis, i.e. accounting for CBA elements by project rather than by agreement.

¹² In the case of Law No. 1062-M, this may trigger existing laws or regulations, giving the project special status or privileges under law; however, this is speculative and beyond this study's scope.

proceedings or other actions that may delay the mining projects and (b) future advocacy for higher taxes or duties specific to the mine project.

Other Project-related Terms: Ten agreements have other, miscellaneous provisions that shape the company or community's conduct vis-à-vis the mine but do not fit neatly into the aforementioned categories. These include (but are not limited to) provisions related to programs to facilitate the company's integration into the community (2 CBAs); terms on mine land access (2); cultural site conservation requirements (2); relocation of project-impacted businesses by the mining company (3); a fly-in-fly-out arrangement (1); and an obligation of the community to beseech its members to abstain from using firearms at the mine site (1).

3.2.4 INSTITUTIONAL FRAMEWORK ELEMENTS

These elements are related to the institutionalization of the CBA. Nineteen CBAs contain elements in this category, which includes the following elements: Implementation Entities, Accountability Mechanisms, Dispute and Grievance Redressal, Communication, and Other. Communication elements are the most common (15); the other sub-elements occur in about 11 CBAs.

Implementation Entities: Eleven agreements include at least one element establishing a new entity to implement activities under the agreement. Across these CBAs, entities typically take on one of two forms: (1) committees or boards, e.g. to manage a trust or oversee the CBA as a whole; or (2) individual positions, such as a community liaison or project manager. Two agreements establish other entities unique among the CBAs surveyed: the Business Development Office, established by the Memorandum of Understanding (Papua New Guinea), and Lihir Sustainable Development Ltd., established by the Integrated Benefits Package (Papua New Guinea). Each is meant to implement discrete sections of their respective CBAs. Four CBAs establish multiple implementation entities.

In most cases, these entities are co-founded by the company with other parties to the agreement. A notable exception is the Sustainable Development Committees, indirectly established by the Development Foundation Agreement (Ghana), under which communities must establish themselves in order to create proposals that qualify for funding under the agreement.

The responsibilities of these entities vary. Eight of these CBAs create entities meant to implement or oversee the entire agreement. Four only establish entities to implement particular

activities under the CBA.¹³ Only 3 CBAs have entities with very broad mandates, blending responsibilities such as oversight, company–community relationship management, and implementation of activities under the agreement. Most other entities have more discrete responsibilities: for example, the Cooperation Agreement (Mongolia), Law. No. 1062-M (Argentina), Memorandum of Understanding, and the Development Foundation Agreement each establish a committee or board responsible for managing and dispersing the funds promised in their respective CBAs, including determining which projects are eligible for funding. The Impact Benefit Agreement (Greenland) and the CPA-Rockwood Agreement (Chile) establish company–community liaisons to manage communications vis-à-vis their CBAs. Uniquely, the Multi-Generational Center Development Gift Agreement (USA) establishes a Community Development Committee, meant to (a) advise on the project the company is partially funding under the CBA, and (b) economically develop the community, including by supporting grant procurement.

Accountability Mechanisms: Eleven agreements contain elements meant to establish accountability processes or terms to verify follow-through on commitments in the CBA. Ten include reporting requirements; 4 of these include an audit by a third party, and 2 explicitly require reporting from sub-contractors regarding contracting and employment.¹⁴ These audits are financial in nature with the exception of the Cooperation Agreement (Mongolia), which requires additional audits vis-à-vis environmental compliance by the company.

Nine of the CBAs with Accountability elements require some degree of information transparency and data preservation by the company. These include elements that establish (a) provision of project contract and subcontract information by the company upon request (e.g. Raglan Agreement); (b) preservation of company data until one year post-mine closure (Impact Benefit Agreement); and (c) requirements that reports or audits be made public (e.g. Cooperation Agreement). The exception among these CBAs with this element type—the Multi-Generational Center Development Gift Agreement (USA)—only has Accountability elements that obligate the community to follow certain conduct and reporting standards.

Two agreements—Integrated Benefits Package (Papua New Guinea) (IBP) and the Raglan Agreement (Canada)—establish nomination to the mine project’s board for a local representative. For example, in the Integrated Benefit Package (Papua New Guinea), the company is obligated to establish a process to nominate “a Lihirian representative of the

¹³ Note: the Integrated Benefits Package (Papua New Guinea) only establishes entities with partial purview, but this is due to a previous agreement establishing a committee with oversight of the entire agreement. Similarly, the MEL-Peine Agreement is overseen by a committee established in a previous agreement, with representatives from the company’s philanthropic foundation, representatives from Chile’s National Corporation for Indigenous Development (CONADI), and local representatives.

¹⁴ In order to assess completely how many local or domestic workers are being employed by the project, and how many local or domestic businesses are receiving business from the project.

Lihirian Equity [Trust] to the Board of Directors of [the company],” though board membership does not appear guaranteed in either CBA. Other Accountability elements include provisions intended to have the company inform the public about the mine project, such as general outreach via the media (e.g. Impact Benefit Agreement (Greenland)) or maintenance of a mine-lease map by the company in collaboration with the community, as in the Social Responsibility Agreement (Ghana).

Dispute and Grievance Redressal: Ten CBAs contain elements establishing processes for dispute and grievance redressal. All of these focus on disputes or grievances arising from the CBA itself, but some CBAs (4) also include means to address issues that are broadly project-related. For dispute resolution, a majority of surveyed agreements (12) follow a model of consultation followed by arbitration.¹⁵ Only 4 explicitly permit a judicial resolution; notably, the Multi-Generational Center Development Gift Agreement (USA) provides for a judicial process only without a jury. The Social Responsibility Agreement (Ghana) only permits CBA-derived disputes to be handled by a Dispute Resolution Committee. One agreement, the Raglan Agreement (Canada), creates separate processes for CBA-related disputes versus environmental disputes: CBA disputes must be resolved via consultation then judicial proceedings, while environmental disputes must be addressed through consultation then arbitration. Uniquely, the Community Development Agreement (Nigeria) requires the establishment of a “Settlement Committee” which—upon being unable to resolve a dispute—must submit the case to the Minister of Mines. The specifics of this process, including what happens after referral to the minister, are not clarified.

Elements regarding grievance redressal are less common, appearing on only 3 agreements: Cooperation Agreement (Mongolia), Social Responsibility Agreement (Ghana), and Impact Benefit Agreement (Greenland). The Cooperation Agreement and Impact Benefit Agreement both defer to the Company regarding the design and implementation of grievance redressal pertaining to issues from the agreement or mine project. The Social Responsibility Agreement provides that (a) grievances regarding the CBA shall be addressed by a Complaints Resolution Committee, established by the agreement and having both community and company representation, and (b) other complaints shall be handled by the company, community, or government through unspecified processes.

Communications: Fifteen agreements contain elements outlining broad terms on communication unrelated to Accountability elements. These elements typically bound communication (a) between the parties to the agreement, or (b) between the parties and the public regarding the CBA or the mining project, including the press. Six of these agreements contain elements that outline communication procedures between the company and

¹⁵ This number is higher than the Dispute and Grievance Redressal category overall because some CBAs surveyed do not establish grievance/dispute resolution processes and instead follow processes established in related CBAs.

stakeholders, sometimes defining what constitutes official communication under the CBA.¹⁶ 10 include terms regarding engagement with the public on the CBA or the mine project, which vary. For example, two contain non-disclosure or confidentiality clauses (Development Foundation Agreement (Ghana) and the Raglan Agreement (Canada)); one contains provisions requiring parties to provide accurate public information (Cooperation Agreement (Mongolia)); and seven involve a strategy to engage the public regarding CBA implementation.¹⁷

Other: Ten CBAs include other elements regarding the institutionalization of the agreement. This catch-all category includes a myriad of processes, terms, and conditions that dictate how the CBA is to be administered and how the parties to the agreement must conduct themselves. Beyond standard legal language (e.g. force majeure clauses, severability clauses, etc.), these elements include (a) terms on trust or foundation spending, such as caps on administrative spending; (b) procedures to amend the agreement; (c) statements of compliance to the agreement or relevant laws or regulation, by any party; (d) definitions, including of mine-impacted community or beneficiaries; and (e) rules and other terms on the administration of entities established by or for the agreement.

3.2.5 DECLARATION AND ACKNOWLEDGEMENTS ELEMENTS

Eleven CBAs include elements that serve as signaling mechanisms within the agreement. This includes both messaging by signatories to one another as well as signaling intended for non-parties to the agreement. This can include, for example, statements of principle or formal acknowledgement of obligations or activities beyond the CBA itself (e.g. past engagements, international law, or regulatory obligations). In the content of the CBA itself, these elements are non-binding and are typically only indirectly related to other elements.

Ten agreements surveyed include elements that outline Declarations and Acknowledgements unrelated (or tenuously related) to other elements in the agreement. These elements include (a) clauses in the CBA outlining principles for company-community engagement; (b) acknowledgements of programs, donations, and other activities undertaken by the company prior to signing of the CBA; (d) clauses outlining obligations of the federal government under law regarding the mine project; and (e) assurances that certain actions have not been taken by parties to the agreement, such as the anti-corruption assurances in the Multi-Generational Center Gift Agreement (United States).

¹⁶ Agreements with terms on company-stakeholder communications include: Memorandum of Agreement (Papua New Guinea), Social Responsibility Agreement (Ghana), Cooperation Agreement (Mongolia), Integrated Benefits Package Agreement (Papua New Guinea), and the Raglan Agreement (Canada).

¹⁷ All derived from Papua New Guinea's Lihir Gold Mine project: Kunaye Airport Settlement Agreement; Londolovit Township Agreement; Londolovit Community Agreement; Kapit Relocation Agreement; Pit & Stockpile Agreement; Putput Ladolam Relocation Agreement

In most instances, like in the Social Responsibility Agreement (Ghana) and Rockwood-CPA Agreement (Chile), these elements appear to be a means of communicating non-binding expectations or aspirations vis-à-vis the agreement. In others, such as the Integrated Benefits Package Agreement (Papua New Guinea), these elements appear to be setting context for the CBA; for example, the agreement explicitly acknowledges the communities' dependence on the company and its inherent unsustainability.

4.0 DISCUSSION AND CONCLUSION

This study identified and assessed 21 mining-derived community benefits agreements (CBAs), primarily from Global South countries. This effort catalogued pieces of the agreements that describe what the CBA is attempting to do, organizing them into macro- and sub-elements in order to find patterns across agreements. First, high-level identifiers of agreements were compiled to collectively describe the dataset, such as geography, whether or not the agreement was legally required, and signatories of the agreements.

Five macro elements were then determined: Financial, Socio-economic, Project-related Terms, Institutional Framework, and Declarations and Acknowledgements, with 21 sub-elements across them. Macro-elements were determined by broadly grouping identified activities in CBAs by theme and—when possible to determine—purpose. The activities, or sub-elements, were further analyzed by identifying additional characteristics, such as the means used (i.e. how an element is intended to work) or scope (i.e. what the element does or does not address) and determining their frequency across CBAs.

The derivation of elements from these CBAs and their subsequent analysis produced several observations, trends, and insights:

- 1. CBAs generally seem to prioritize shorter-term gains or issues over longer-term benefits and challenges.** For example, Skilling and Education elements—a most-common element type across CBAs—are almost universally made to foster a workforce for the associated mine rather than other sectors. Additionally, only one CBA requires a formal reinsertion program for local mine workers after mine closure, and only two CBAs contain provisions to facilitate the re-use of mine infrastructure post closure for other purposes (e.g. repurposing for economic development of other sectors).

Notably, the Impact Benefit Agreement (Papua New Guinea) goes beyond many of the other CBAs by attempting to build local capacity to facilitate transfer, and to ensure sustainability, of related CBA programs and projects. This CBA and a few others

attempt to create sustainable capacity and infrastructure for the longer term. This could be a valuable strategic tact for other, future CBAs.

- **Recommendation:** Governments should consider requiring transition provisions, such as a post-closure community trust fund or worker reinsertion program, that balances short term needs with longer-term vision. This will help foster a softer landing for the community at the conclusion of the project and, in the case of a post-closure trust, may help the community invest more strategically.
- **Recommendation:** CBA negotiators and relevant government stakeholders should carefully consider the fate of project infrastructure post-closure. This should include consideration of infrastructure transfer clauses in the agreement, as the infrastructure may be a viable foundation for post-mine economic development.

2. Arbitration and consultation are often ill-defined but are the most common dispute resolution processes across CBAs. With the exception of Law No. 1062-M (Argentina), all Global South CBAs reviewed in this study ultimately utilize arbitration. All but one contain details regarding the arbitration process.¹⁸ Non-confrontational resolution of disputes (e.g. mediation) ahead of any arbitration may be the more ideal standard, but pre-arbitration consultations are also often vaguely defined in CBAs.

Arbitration is typically faster and more private but significantly limits the ability for parties to build their cases, shields disputes from public record, and can be expensive.¹⁷ Whether or not it is ideal is context-dependent, requiring many considerations to avoid eroding trust among parties and thereby diminishing the social licence to operate.¹⁸

- **Recommendation:** Companies, communities, and governments should require CBAs to carefully and fairly outline dispute resolution processes and require robust intermediary steps in resolution such as structured mediation.
- **Recommendation:** Governments should assess their arbitration laws and regulations in the context of CBAs to ensure their efficacy at protecting the interests of both impacted communities and the mine.

3. Few CBAs create guarantees of employment from the project—despite being among the most common elements. Project employment elements are typically in the form of aspirational targets, preferences, or various programs to develop prospective employees. Only the Impact Benefit Agreement (Greenland) includes an explicit

¹⁸ Two CBAs defer to national law regarding the arbitration process.

obligation on the company regarding hiring, but this is only a domestic hiring requirement (i.e. no local obligation), and the obligation is limited to early project phases. Hiring provisions in CBAs thus may be less beneficial than intended.

Project Employment elements may be construed in this way due to labor's intrinsic connection to the mine's success, and finding the required labor may be difficult in some communities. This is heavily implied in the Local Employment Agreement (Ghana), which separates local recruitment provisions by skilled and unskilled labor. Education and Skilling elements are often designed to help this problem by establishing training opportunities for locals, but only the Local Employment Agreement (Ghana) creates a relatively clear pathway from trainee to mine employee.

- **Recommendation:** Civil society, academia, and government should consider research into the efficacy of Project Employment elements in CBAs, in order to understand the most effective and realistic construction and inclusion of project employment elements in CBAs.

4. Complementarity of CBAs with other agreements, regulations, and laws is often unclear or elusive. Agreements frequently recapitulate or attempt to reinforce other benefit and impact-mitigation mechanisms, obfuscating what is negotiated solely under the CBA and, ultimately, the utility of the agreement.

- **Recommendation:** Governments should conduct a review of existing benefits and impact-mitigation mechanisms to ensure efficacy and avoid redundancy, particularly vis-à-vis CBAs and CBA regulations. This review could help inform policymakers, communities, and others to harmonize and leverage CBAs, investment agreements, regulation, and law.
 - A review and adoption of its findings may help CBAs complement existing benefits mechanisms, such as India's District Mineral Fund.
 - Additionally, this may help communities focus on meeting more local, parochial needs rather than attempting to use CBAs to reiterate or enforce other regulations and laws, e.g. around water use.
- **Recommendation:** Governments should consider requiring the creation and dissemination to communities a distilled synopsis of the community's rights; the company's pre-existing obligations to the community, including from project financiers; and existing, relevant programs, policies, and procedures related to mining development may help communities craft more effective CBAs.
 - Transparency and a clear understanding of the mining development may help negotiators understand the best way to leverage CBAs.

5. CBAs can contain significant obligations for the community that go beyond the blessing of the mine project. CBAs often include elements that explicitly or implicitly

prevent project disruption by the non-company signatories. Examples include (1) the Multi-Generational Center Development Gift Agreement (USA), the financial provisions of which become functionally nullified in the event of the community moving to annex project mine land without company consent, and (2) the Social Responsibility Agreement (Ghana), which calls on the community to address illegal mining. As the CBA is negotiated, communities may or may not know what terms on their relationship to the mine are appropriate or common in other agreements.

- **Recommendation:** Governments or civil society should research community obligations in CBAs and produce guidelines for communities on appropriate concessions to companies.
- **Recommendation:** Governments should consider bounding what is legally permissible to demand of communities through CBAs.

In addition to the research recommendations included above, areas beyond the scope of this report but valuable for future research include:

- **The relationship between CBAs and existing benefits mechanisms** and a cross-comparison to identify complementarities, redundancies, and ideal use (i.e. what CBAs are best at providing relative to other mechanisms).
- **Best practices regarding CBA transparency**, including assessments of non-disclosure provisions, required publication of CBAs, and public reporting on CBA implementation.
- **Frameworks for understanding benefits versus compensation and impact-mitigation** in order to better assess and determine whether CBAs are going beyond simply offsetting negative socio-economic and environmental impacts on the community.

Community Benefit Agreements are likely to remain a significant component of mine project development in order to establish a social license to operate with impacted communities. As more mineral deposits are developed to meet anticipated demand from clean energy technologies, and as countries move to institutionalize or enhance local benefits for mine-impacted communities, CBAs may become an increasingly popular means of local development in these communities.

Understanding the nature of these agreements—including and beyond direct financial compensation—will continue to be instrumental in determining how effective CBAs are at benefiting mine-impacted communities. Though CBA development is often highly local, understanding how these agreements are developed in other contexts can inform CBAs

globally. While more work is needed, this report is another step toward informing policymakers, community members, and other stakeholders about CBA contexts beyond their own communities to help inform their own.

CITATIONS

1. IEA. *Global Critical Minerals Outlook 2025*.
<https://www.iea.org/reports/global-critical-minerals-outlook-2025> (2025).
2. IEA. *The Role of Critical Minerals in Clean Energy Transitions*.
<https://www.iea.org/reports/the-role-of-critical-minerals-in-clean-energy-transitions> (2021).
3. IEA. *Recycling of Critical Minerals*.
<https://www.iea.org/reports/recycling-of-critical-minerals> (2024).
4. Mineral Resources Online Spatial Data. U.S. Geological Survey.
5. Ntanzi, H. Minister Lamola urges G20 to end exploitation of Africa’s mineral wealth. *IOL* (2025).
6. European Commission. Directorate General for Internal Market, Industry, Entrepreneurship and SMEs. *Study on the Critical Raw Materials for the EU 2023: Final Report*. (Publications Office, LU, 2023).
7. Geographical distribution of refined material production for key energy transition minerals in the base case, 2023-2040. IEA.
8. Gunton, T., Werker, E. & Markey, S. Community benefit agreements and natural resource development: Achieving better outcomes. *Resources Policy* **73**, 102155 (2021).
9. Boubacar Bocoum et al. *Mining Community Development Agreements : Source Book (Vol. 3 of 4) : Mining Community Development Agreements - Practical Experiences and Field Studies (English)*.
<https://documents.worldbank.org/en/publication/documents-reports/documentdetail/697211468141279238/mining-community-development-agreements-practical-experiences-and-field-studies> (2012).
10. U.S. Department of Energy. FAQ: Community Benefits Agreements. (2024).
11. Salkin, P. & Lavine, A. Understanding Community Benefits Agreements: Equitable Development, Social Justice and Other Considerations for Developers, Municipalities and Community Organizations. *Journal of Environmental Law* **26**, 291–331 (2008).
12. De Barbieri, E. W. Do Community Benefits Agreements Benefit Communities? *Cardozo Law Review* **37**, 1773–1825 (2016).
13. Gross, J. Community Benefits Agreements: Definitions, Values, and Legal Enforceability. *Journal of Affordable Housing & Community Development Law* **17**, 35–58 (2007).
14. O’Faircheallaigh, C. & Babidge, S. Negotiated Agreements, Indigenous Peoples and Extractive Industry in the Salar de Atacama, Chile: When Is an Agreement More than a Contract? *Development and Change* **54**, 641–670 (2023).

15. Cascadden, M., Gunton, T. & Rutherford, M. Best practices for Impact Benefit Agreements. *Resources Policy* **70**, 101921 (2021).
16. Adebayo, E. & Werker, E. How much are benefit-sharing agreements worth to communities affected by mining? *Resources Policy* **71**, 101970 (2021).
17. Li, A. & Yang, L. Arbitration vs. Litigation: When to Enforce an Arbitration Agreement and When to Litigate. *Wood Smith Henning Berman*
<https://www.wshblaw.com/experience-arbitration-vs-litigation-when-to-enforce-an-arbitration-agreement-and-when-to-litigate> (2025).
18. Veasey, N. E. The Conundrum of the Arbitration vs. Litigation Decision. *Business Law Today* (2015).