



*International Journal of Development and Sustainability*

ISSN: 2186-8662 – [www.isdsnet.com/ijds](http://www.isdsnet.com/ijds)

Volume 6 Number 6 (2017): Pages 278-306

ISDS Article ID: IJDS17042201



# The faces of land grabbing in Benin

Paulette Nonfodji \*

VU University Amsterdam, Netherlands

## Abstract

Recently, scholars writing on the new wave of land grabbing have often pointed out the thick veil of secrecy covering the land deals sealed between trans-national corporations and national governments in the Global South. The conditions under which the deals are concluded remain mostly unknown even to the indigenous people directly affected by them. As such, researchers have often only been able to document the real effects of the deals endured by local people. The current inquiry lifts a bit that thick veil in that it can draw on the contents of a land deal proposals made available to analyze the impact of land grabs in Benin. It is argued that the national biofuels policies, entangled with the bioenergy policies of continents other than Africa, lead to peculiar ways in which land grabbing unfolds and form a nascent threat to food security in rural areas in Benin. The study, done from an anthropological perspective, is essentially empirical in nature, and methodologically, the analysis is qualitatively oriented. The methods of participant observation and semi-structured interviews were combined in use with archiving research. An important insight provided by the present study is that regardless of the approaches to the land grab by the land grabbers, the outcomes for the affected communities remain similar.

**Keywords:** Benin, China, Biofuel, Food Security, Land Grab

Published by ISDS LLC, Japan | Copyright © 2017 by the Author(s) | This is an open access article distributed under the Creative Commons Attribution License, which permits unrestricted use, distribution, and reproduction in any medium, provided the original work is properly cited.



**Cite this article as:** Nonfodji, P. (2017), "The faces of land grabbing in Benin", *International Journal of Development and Sustainability*, Vol. 6 No. 6, pp. 278-306.

---

\* Corresponding author. E-mail address: [p.c.e.nonfodji@vu.nl](mailto:p.c.e.nonfodji@vu.nl)

*Djidja, land of our ancestors  
Which has seen us brought into this world  
And looks over us.  
Oh Djidja, land of our forbearers  
Sacred since the dawn of time  
For you having given us:*

*Pantries always well stocked  
Pharmacies filled with cures  
Thatch for the roof of our huts  
Firewood for our hearth  
And pastureland for our livestock*

*Lo and behold  
How in present times  
The land of our ancestors once sacred  
Is now given to the insatiable appetites of vultures.*

*Vultures across the horizon  
Vultures from around here  
Vultures coming from everywhere  
Claiming to bring us  
How do they phrase it now?  
Oh right: "economic development".*

*But instead,  
What a tragicomic situation  
Of such a hell of magnanimity  
That strips us of our land  
And throws us, bewildered  
Wandering about the streets of our villages and towns.*

*(Nonfodji 2014)<sup>1</sup>*

## **1. Introduction**

The current article, grounded in an anthropological inquiry, opens with a poem inspired by the reflections of youngsters in Djidja about the unfolding land grab in their villages. It explores how non-African policies entangled with national policies led to the land grab and what the mechanisms are underlying it.

Farmland grab for the purposes of producing biofuel crops in the Global South has instigated heated debates about the threat this phenomenon constitutes for food security. This is because the growth of these

---

<sup>1</sup> Available from: <https://simplyanotherwayofexpression.wordpress.com/> [access 5 January 2015]

crops requires vast areas of arable land which, instead of being developed to grow foodstuffs, are now used to produce feedstock for biofuel. Moreover, biofuels crops are often also basic foodstuffs in some African countries, as is the case in Benin, the West African country on which this study focuses.

Advocates of investments in farmland for biofuel production advance multiple arguments. For the World Bank these investments create the possibility for equitable, *win-win* outcomes, provided that investors engaged in farmland deals respect a certain *code of conduct*, as well as the *Principles for Responsible Agricultural Investment* (World Bank, 2010). The government of Benin claims that farmland deals for the production of biofuel are an effective way to resolve the everlasting problem of rural poverty. Investments in arable lands, it is argued, will create jobs in rural areas and, as another positive side effect, will also promote infrastructure development.

Academics and civil society organizations, however, disagree, maintaining that farmland deals lead to the dispossession of small farm holders and threaten food security. As such, neither the *Code of Conduct* nor the *Principles for Responsible Agricultural Investment* can ward off the negative repercussions of farmland grab, simply because both the *code of conduct* and the *Principles for Responsible Agricultural Investment* are themselves problematic.

They tend to reinforce the current system of industrial agro-food and energy patterns of production and consumption. Furthermore, the blatant lack of mechanisms required to reinforce the *code of conduct* in the countries where the land deals occur is appalling. In many of these countries the governance capacity is weak and, importantly, devices of control simply do not exist (Scoones, 2010; Borras and Franco, 2010).

Disregarding the worldwide counter-arguments against farmland deals for the production of biofuels, the government in Benin clings to the assertion that investments in farmland promote rural economic development. As a result, the state has devised policies that encourage multinational corporations to invest in arable land in Benin. It is noteworthy that these policies constitute the response of the Beninese government to foreign biofuels policies.

As a matter of fact, at the dawn of the current century non-African biofuel<sup>2</sup> policies triggered peculiar methods of land grabbing in Benin. The United States of America (USA), the People's Republic of China (PRC) and the European Union (EU) devised policies to stimulate the production and the consumption of biofuels. Together, these three set targets for the volume of biofuel that would replace a certain percentage of the current volume of consumed fossil fuel within a predefined time span. They also proposed a variety of feedstock to be used as raw materials for the biofuel production.

Hence, in the USA, both present and previous governments advocate a reduction of American consumption of fossil fuels while encouraging the use of biofuels. Various policies have thus been enacted, and incentives have been devised both with the aim to launch and to support biofuels production and their

---

<sup>2</sup> In this piece I use, where it fits, more often the word agro-fuel instead of biofuel in order to emphasize the fact that, cassava, sorghum and sugarcane which are staple food forming an important part of the diet in Benin, are targeted by Benin government's biofuel policy as feedstock for biofuel production.

use, notably in the transportation sector. Accordingly, already in the early nineties, the *Energy Policy Act*<sup>3</sup> recommended more studies on biofuels.

In the *Energy Policy Act of 2005*<sup>4</sup> standards were promulgated for blending ethanol and biodiesel with conventional fuels in the transport sector. In addition, funds were made available for commercial biofuel demonstration projects, while tax incentives were also given to support such projects. Following the *Energy Policy Act of 2005*, the *Energy Independence and Security Act of 2007*<sup>5</sup> was adopted, and just like previous acts, it aims at lowering the USA's dependency on fossil fuels.

In China, the National Development and Reform Commission (NDRC) is the principle organ that devises the country's biofuel policies. In its medium and long term development strategy, adopted in 2007, the NDRC foresees a quota of 10 million tons of bio-ethanol production on an annual basis by the year 2020 (Huang et al., 2009). Initially, the Chinese government gave subsidies for ethanol produced from grain grown in China. In 2008, however, as the controversy over food security broke out once more, and as grain price rocketed, state subsidies were stopped and Chinese policymakers opted for non-grain feedstock in addition to cassava, sweet potato, and sweet sorghum (ibid) as their preferred feedstock for the production of ethanol. All the above crops are staple foods in Benin.

The European Union also resorts to both legalization and formal directives to promote biofuel production and its mandatory use, while setting guarantees for the durable production of this new sort of energy. In a first stage, the *2003 biofuel directive* (2003/30/EC)<sup>6</sup> advised member states to replace 2% of fossil fuels used in the transport sector with renewable fuels by 2005. This quota was later adjusted to 5,75%, which was to be reached by 2010. In a second stage, the *2009 renewable energy directive*, also known as RED (2009/28/EC)<sup>7</sup>, set the quota of renewable energy to substitute conventional fuel to 20% by 2020. Furthermore, the directive defined criteria for the production of renewable energy in a sustainable manner.

The USA, the PRC and the EU clearly state in their biofuel policies what feedstock they plan to use as raw material for biofuel production. It is noteworthy that most of the feedstocks they opted for are staple foods in Africa and particularly in Benin. And yet, African countries were very quick to react positively to these foreign biofuel policies by themselves devising policies adjusted to the non-African policies, stimulating the growth of crops destined to be used as feedstock for biofuel production.

Hence, in 2006, the president of Senegal, Abdoulaye Wade, took the initiative to found the *Pan-African Non-Petroleum Producers Association*<sup>8</sup> (APNPP) (cited in Washington Post, 2006), the so called "Green OPEC". Fifteen African countries, including Benin, signed the APNPP treaty, whose strategy is said to counter the rise of fossil fuel prices by promoting agrofuels as a substitute for conventional fuel. The African Union also

<sup>3</sup> For more information see [http://www.afdc.energy.gov/laws/key\\_legislation#epact92](http://www.afdc.energy.gov/laws/key_legislation#epact92)

<sup>4</sup> For detailed information see [http://www.afdc.energy.gov/laws/epact\\_2005](http://www.afdc.energy.gov/laws/epact_2005)

<https://www.congress.gov/bill/109th-congress/house-bill/6> [both accessed on 18 June 2015]

<sup>5</sup> For more information see: <http://www.afdc.energy.gov/laws/eisa.html> [accessed on 18 June 2015]

<sup>6</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:123:0042:0042:EN:PDF>

<sup>7</sup> [http://ec.europa.eu/energy/renewables/targets\\_en.htm](http://ec.europa.eu/energy/renewables/targets_en.htm)

<sup>8</sup> Former Senegalese president and initiator of the APNPP quoted in the Washington Post: <http://www.washingtonpost.com/wp-dyn/content/article/2006/10/27/AR2006102701105.html> [accessed on 18 June 2015]

outlined the necessity of an African strategy for the biofuels industry, marking the start of national biofuel development programmes throughout the African continent.

The government of Benin responded to the foreign biofuel policies by issuing decrees which actively promote the development of biofuel. The decree “2008-360 du 13 juin”, for example, is the basis for the national biofuel programme, whose supporters claim that the agrofuel scheme will eradicate rural poverty and create wealth within rural communities engaged in biofuel development. Furthermore, the decree “2008-361 du 13 juin” focuses on enterprises which plan to farm and process biofuel crops in Benin. As a result of the Beninese biofuel development promotion, Chinese and Western biofuel policies became intertwined with Benin’s national biofuel scheme in a quite complicated way. Consequently, it led to extensive land grabs that were particularly severe in the Southern administrative division of the Zou department in Benin, where the rural area of Djidja, scrutinized here, is situated.

As such, this study seeks to comprehend how land grab mechanisms, triggered by non-African biofuel policies, constitute a growing threat to food security, specifically in the rural district of Djidja, Benin. In order to study this, I made two field visits to the area of Djidja in 2010 and 2011, where I conducted observations and held interviews with the advocates and opponents of land grabbing in the region. The outcome of the fieldwork is an account of land grabbing in Djidja that is essentially empirical in nature and that reveals the different framings and practices of farmland grabbing by the national government of Benin, foreign enterprises and the local communities of Djidja.

After setting out the different framings of land grab in Benin, I will expound on the mechanisms underlying the rush on land by identifying the major players and by analyzing two different cases based on contract offers proposed to the government of Benin for biofuel development by Complant, a Chinese state-run company, and by the American firm Most Ethanol company LLC. Finally, in the concluding section, I seek to answer the question whether the land grab in Benin constitutes an opportunity for energy independence as well as economic development, or whether it is the harbinger of a growing threat to food security.

## **2. Three dominant framings of the land grab in Benin**

A mixed group of actors are engaged in the land grab in Benin. The governmental decrees adopted to promote the development of biofuel create a window of opportunity for a number of national political and economic elites who have the resources to acquire farmland for often speculative purposes. Indeed, growing energy crops for biofuel production requires large swathes of arable land. For instance, while the production of one litre of biodiesel requires five kilograms of the non-food energy crop *jathropha* (interview with Synergie Paysanne January 2011), one hectare of farmland is needed to produce just over 5000 litres of sugar cane-based fuel ethanol (Berg, 2004), which translates to about 200 hectares for 1 million liters. Accordingly, speculators in farmland hope to acquire cheap arable land from rural communities and resell it to investors in biofuel for a much higher price.

Moreover, the government, the initiator of the national biofuel programme, actively seeks to attract international investors through incentives. In an attempt to convince outsiders that its agrofuel programme

is succeeding, the national government is also collaborating with non-governmental organizations (NGO) such as Geres and IRAM,<sup>9</sup> which participate in the acquisition of land for growing fuel crops (interview with Synergie Paysanne January 2011). These NGOs place themselves in a controversial position by claiming that developing “farmer biofuels”<sup>10</sup> is better than producing “industrial biofuel”. In the meantime, these NGOs use farmland originally meant for food crops to grow energy crops, thus causing competition between food and energy crops. It is not surprising, then, that both the government and Geres encounter fierce opposition to land grabbing from the national peasant union Synergie Paysanne (henceforth Synpa).

Thus, major actors performing on the scene of the land grab in Benin play radically different roles. While Synpa profoundly opposes the land rush and has come up with solutions to secure the country’s food security (Nonfodji, 2013a), other actors, including the state, national political and economic elites, and international investors from China and the West, actively justify and stimulate the land grab. In the following section I will detail the framings of the land grab, on the one hand by the national government and Synpa and, on the other, by the national elites through the analysis of the situation in the rural area of Djidja. In the subsequent section, I look into how land grabbing is practiced by multinational corporations.

### 2.1. The governmental perspective: Land grab for biofuel production as a development opportunity

Benin’s biofuel programme draws primarily on two decrees, namely the “2008-360 du 13 juin” and the “2008-361 du 13 juin” decrees. These energy acts were complemented with various feasibility studies carried out for the Beninese government by the Italian company ETA-Florence Renewable Energies<sup>11</sup>. The governmental perspective on biofuel and figures used here for illustrative purposes, as set out in what follows, are based on the above mentioned documents.

The government of Benin embraces a view on economic development that aims at making the country a prosperous and economically competitive, well governed and unified welfare state by 2025 (Badarou, 2007). It postulates that energy is a crucial socio-economic development factor for achieving this goal, and therefore it has to be made available at a lower price than it is on the national market at the moment. The governmental agrofuel programme, its advocates argue, has the double advantage of offering a solution for cheap energy, whilst also creating an opportunity for economic development (ibid.).

Proponents of the programme assert that investments in agrofuel would increase economic activities in rural areas and, thereby, would boost rural income and reduce the rural exodus because leaving villages would become unattractive. Ultimately the programme would lower the country’s significant dependence on imported energy. As it is now, Benin imports almost its entire consumption of fossil fuel and electricity (Badarou and Kouletio, 2009; Satoguina, 2006).

---

<sup>9</sup> Geres own information about itself: <http://www.geres.eu/en/our-actions/by-country/west-africa/geres-benin>; [ accessed on 28 June 2015]

<sup>10</sup> Geres justifying its own action here: <http://www.geres.eu/en/advocacy/268-for-support-in-farmer-biofuel-trials> [ accessed on 28 June 2015]

<sup>11</sup> [http://web2.etaflorence.it/cms/index.php?page=home&hl=en\\_US](http://web2.etaflorence.it/cms/index.php?page=home&hl=en_US)

Although the consumption of biomass energy in the form of firewood has always constituted the largest part of energy use nationwide, Benin still depends massively on imported energy for the small amounts of fossil fuel and electricity that are consumed. To reduce this energy dependency, the government is promoting the national consumption of agrofuel. It believes that the combined use of this type of fuel and electricity will allow it to best achieve its objective of national economic development. Therefore, this goal is put forward to justify both the active promotion of the biofuel programme and the need to speed up the extension and the upgrading of the existing electricity grids.

The national biofuel programme, they also maintain, does not just contribute to the development of rural areas, but would also curb deforestation, since the current intensive use of firewood would be largely replaced by consumption of biofuels. Thus, incentives are planned to encourage the national use of agrofuel. Some policy measures aim to ease access to biofuel for households and for small and medium enterprises. Other measures seek to promote the consumption of biofuels in the transport sector and in engines of agricultural machines for farmers.

Benin's national biofuel programme also targets the international market. Access to the European biofuel markets has been made possible through the "Accords of Cotonou", signed in 2000 in Benin, which exempts, to some extent, the signatory countries from Africa, the Caribbean and the Pacific from export tax on ethanol and vegetable oil for biodiesel production. Consequently, the national programme hopes to supply 1% to 2% of European demand for biofuel between 2011 and 2020.

These ambitions for agrofuel production and marketing require vast areas of farmland and large sums of money. As illustrated in the table below, the area of arable land required to realize the targets for both the national and international biofuel markets is estimated to amount between 90,605 and 471,795 hectares (ETA-Florence Renewable Energies, 2009). This is, according to the supporters of the agrofuel programme, less than 10% of the country's "available" farmland, which is estimated to amount to 8,300,000 hectares in total (ibid).

However, these same initiators of Benin's agrofuel programme admit that access to land and limited financial means are the major obstacles to overcome for a successful realization of their programme. For this reason, there is, they believe, the urgent need to attract foreign investors and to identify Beninese farmland owners through the registration of land at the cadastral register. In this sense, their goal meets the aim of the Millennium Challenge Account for Benin, which finances land re-allotment and digitalization of land data in certain regions of the country.

In spite of the acknowledged obstacles, the promoters of Benin's biofuel programme remain strong in their conviction that the national agrofuel scheme constitutes the best way to foster economic development for the country and that it therefore justifies any investment in farmland for growing energy crops. They further maintain that the fuel crops targeted for the production of biofuel do not form a threat to Benin's food sovereignty, although there are plans to produce the main constituents of the programme, ethanol and biodiesel, on the basis of existing food crops and oleaginous plants.

Jatropha and castor bean (*Ricinus communis*) are the raw materials preferred by the promoters for the production of bio-diesel. Ethanol, on the other hand, will be produced on the basis of sugar cane, sweet

sorghum and cassava. Although sorghum and cassava are staple foods in the diet of the people of Benin, the government consistently argues that its agrofuel programme will not constitute a threat to national food security. However, the national peasant union, Synergie Paysanne, thinks otherwise.

**Table 1.** Benin Agrofuel Programme Projections according to ETA Florence-Renewable Energies

	<i>Expected 5-year Farmland requirement according to National and International Market demand</i>		
	<b>2011</b>	<b>2015</b>	<b>2020</b>
Ethanol (Millions Litres)	203	538	1150
Biodiesel (Millions Litres)	45	112	207
<b>Total Farmland required (Hectares)</b>	<b>90,605</b>	<b>243,445</b>	<b>471,795</b>

## 2.2. The Peasants' Union Synergie Paysanne: Attitudes and actions on land grab in Benin

The major opponent to the land grab for agrofuel production in Benin is the peasant union, Synergie Paysanne. During my talks with the leaders of Synpa, they pointed out that their union is entirely funded by the French non-governmental organization CCFD<sup>12</sup>, which supports them not just by providing them with financial means, but also by giving the union technical assistance through its many partners (interview with Synpa, January 2011). Synpa is thus the most significant activist movement in the West African sub-region resisting land grabbing and GMO agriculture.

The union's action stretches over the borders of Benin to neighbouring countries. It organizes information campaigns, workshops and training sessions on a yearly basis for both national and neighbouring countries' farmers. These sessions seek to enhance the existing traditional farming techniques and to advance the modernization of small scale agriculture as a sector. Synpa also functions as the most important centre of information dissemination (Nonfodji, 2013a).

Anyone interested in the land grabbing issues can appeal to Synpa, whether this is news media or academia. As such, the insights acquired in this study are, on the one hand, mainly drawn from observations and interviews I carried out with different members of the union. On the other hand, my own experience gained from my participation in the training sessions, which took place at the Glo training centre in the outskirts of the city of Cotonou, contributes significantly to my understanding of the struggles of the critics of farmland grabbing.

From Synpa's perspective, access to farmland has to be made easy for farmers in order to develop small scale farming, which aims at guaranteeing Benin's food sovereignty. Hence, as early as 2004, Synpa adopted a pragmatic stance in response to emerging land grab, profitable to speculators and foreign investors, by opting for a legal framework as a means to counter land grabbing.

<sup>12</sup> Comité Catholique contre la Faim et pour le Développement. [http://ccfd-terresolidaire.org/ewb\\_pages/t/the-ccfd-vocation.php](http://ccfd-terresolidaire.org/ewb_pages/t/the-ccfd-vocation.php)



The Millennium Challenge Account for Benin (MCA-B), supported by the World Bank (WB), seeks to facilitate access to farmland to foreign investors. To thwart the MCA-B move, Synpa proposed a law, the law of *16 October 2007*, which was passed in 2007. This law, resulting from a consensus and accepted by all parties concerned, reconciles both traditional (i.e. custom-based) and modern laws on rural land. It governs access to farmland for Beninese farmers and it attempts to curb the undesirable consequences of turning farmland into a commodity.

The MCA-B, however, has succeeded in forcing through an amendment to the law of *16 October 2007* to better fit the commoditization of arable land and to stimulate farmland grab. The MCA-B's main goal is to facilitate access to land for investors and businesses through the promotion of private property laws, the re-allotment of land and the digitalization of farmland data. Under this amendment, incentive policies are adopted to stimulate landowners to register their land and to establish their certificate of ownership while, at the same time, these policies oblige them to consent to the re-allotment of their land so that vast swathes of farmland can be made available to investors seeking to invest in land.

The digitalization of farmland further facilitates access to land through the coupling of farmland data to its owner. Thus, the farmland in Benin has been mapped out by the American company Steward International to reflect detailed information on land quality, its resources, and the presence of water and so on. Any investor interested in a given piece of land can now remotely access landowner information and all data linked to that land, and then can, if he or she so wishes, conclude a deal with the owner.

At this point, it is noteworthy that, at the time of writing, the whole country has not yet been mapped out and digitalized. Until now, only 300 villages, spread over 40 rural districts from the south to the north of Benin, have been selected for computerization (interview with Synergie Paysanne January 2011). These villages have been chosen on the basis of criteria fitting the needs of future investors in farmland. The criteria concern, among other things, the qualities of the farmlands, such as the fitness of the soil for agricultural purposes and access to water.

The MCA-B move has multiple consequences. There are clear signs of an increase in land deals in some of the villages in the south of Benin selected for the MCA-B project (interview with Synpa, January 2011). The reconciliation reached between traditional, custom-based laws and modern rural laws through the law of *16 October 2007* now runs the risk of being undone and, most importantly, there is a constant threat that rural communities will lose pasture lands and, accordingly, lose their livelihoods, drawn from the multiple uses of the land and its forests.

As alert as Synpa is, it adopted, without hesitation, a plan of action. In the field, it tries to make people aware of the impact of the MCA-B project of land privatisation. Since March 2010, the union has set up monitoring committees in various rural districts and boroughs, which comprise the mayor, the heads of boroughs, the heads of local authorities and three peasants elected by the peasant community, though they must not necessarily be members of the union (ibid).

The committees operate on two levels. In rural areas, they make sure that land deals comply with the contents of the *16 October 2007* law and that the land registry is maintained. They also record all concluded land deals, because some deals do not appear in the land registry. In the boroughs, the monitoring

committees pass on information about the land acquisitions to the union. They investigate and record how the land is used before and after the sale of land. They also document the reasons why the land is sold and the type of resources the land contains.

At union level, Synpa organizes workshops on the *16 October 2007* law and on the processes guiding the MCA-B land access project. By doing this, the union attempts to analyse and to understand the implications of MCA-B land processes for land access and for the agrarian community at large. The union's analyses reveal two crucial points. Firstly, the *16 October 2007* law contains a loophole that makes it possible for investors to consolidate vast areas of land. This loophole is reinforced by the re-allotment principle of the MCA-B project. To counter these legal shortcomings, Synpa appealed to the national government by proposing a decree that aims at tackling land speculation and the consolidation of land in the hands of only a few actors.

On the one hand, the decree stipulates that only Beninese nationals are eligible to acquire land all over the country, up to a maximum of 50 hectares. National associations or groups of individuals may also acquire land up to a maximum of 100 hectares. Anything above these limits has to be leased and may never become private property. For the 30 years following the signing of the decree, non-nationals are allowed to lease land but not to acquire it; they simply cannot become landowners in Benin. In addition to these provisions, information on investments in rural land must be made available to all interested persons.

Furthermore, in order to counter land speculations, the decree specifies that the owner of a piece of land of two hectares or more is obliged to develop that land, either by himself or by a third party. Leaving land undeveloped for 5 years is considered defaulting. In these cases, anyone has the legal right to exploit the land on condition that they ask for permission to do so at the town hall. To make these measures concrete, Synpa is trying hard to have the decree adopted by the National Assembly. Furthermore, the union advocates continuous investigations of the land deals that are being carried out and it encourages wide distribution of information on the law of *16 October 2007*.

The peasant union Synpa not only has a view on land grabbing in Benin, but it also takes concrete steps in order to curb the ongoing land grab. In the following sub-section, I set out the views and practices of members of the rural communities of Djidja regarding land grab.

### 2.3. Djidja: The pros and the cons of land grab

The name Djidja<sup>13</sup> simultaneously designates the town, the rural district "*commune*" and the administrative territorial division "*arrondissement*" of the area of Zou, situated in the south-west of Benin, about 160 kilometres from the economic capital Cotonou on the Atlantic Ocean. The rural district of Djidja is composed of 79 villages divided over 12 *arrondissements*. It covers an area of 2184 square kilometres and as of 2002 it had 84,590 inhabitants. The district is almost entirely agriculture-based, meaning that 90% of its population depends on farming and resources from the savannah, which constitutes the largest part of the area's vegetation.

---

<sup>13</sup> Djidja: <http://www.djidja.communedubenin.org/>

The rural district is characterized by three types of vegetal cover, namely palm grove, shrub land and wooded savannah. Although the soil of the area covered with palm grove is considerably degraded, the population uses it for farming food crops, as well as for small scale animal husbandry and for other resources generated from the palm grove. On both the shrub land and the wooded savannah areas, subsistence farming is the most important activity, though this is less on the wooded savannah, which also sees large animal farming and small ruminant rearing.

This is the geographical context in which farmland grabbing is happening. In both national and international news media, the department of Zou is portrayed as the region of Benin that is hurt most by land grabbing. The rural district of Djidja, where this research was conducted for the most part, is located in this department. Within the locality, though there are some divergent views, the inhabitants are greatly concerned about the increasing land deals.

The perspectives of the opponents concerning the land rush, though not homogeneous, are best reflected by the views of a former head of the community. Put simply, this old man, just like most of the young people of Djidja, wishes strongly that the land deals could be undone. He feels very bitter because the collective farmland is being sold out and he regrets profoundly the role he played in this. He asserts that he was forced by the current village chief to co-sign the deeds of sale.

Parallel to these land deals made possible by the head of the community, other deals are concluded between nationals, speculators in land, and impostors from the village who disguise themselves as persons with the authority to sell the lands. Both the former head of the community as well as the current village chief have agreed that the lands in their village are practically sold out.

The opponents to the land grab point out the large impact of large-scale land sales on their community. According to them, the major repercussions of the land grab are high unemployment rates and rural exodus among the youngsters. Young adults who wish to start a career in agriculture can no longer get a piece of the communal farmland, which would usually be allotted to them by the chief of the village, but cannot be for the simple reason that there are hardly any communal lands left over. As a consequence, these youngsters, who have nothing to do, either hang around, bored, in the village or emigrate to the cities.

One other unwished consequence for the opponents to the land grabbing in Djidja concerns parents and their children. Because of the many land deals in their communities, parents have been increasingly forced to send their children to work as paid domestic servants for well-off families for very little pay. This is not a new phenomenon, as girls and women of any age often have to work as domestic employees for wealthier families. Though they are not discussed here, there are ongoing debates about this subject, with children working as domestic servants being seen as a form of child labour, which is harshly criticized. Thus, the old practices of children working as domestic employees have once again become commonplace, due to land grabbing in Djidja.

Set against the views of those who disagree with the ongoing selling is the viewpoint of the current head of the community, who has occupied this position for 19 years now. He does not believe the sale of land is a bad thing. Invested with the status his position bestows him with, he has every right to community land,

including its flora and fauna. As such, he is also the only person in the village who can grant a piece of land to village members willing to start a career in farming.

He claimed that about 10 years ago, he sold a few hectares of the communal farmland for 20000 CFA, about 34 US dollars, to build the little house we were sitting in at the moment we were talking. The house is actually a single room of about 24 square metres, equipped with three benches and one long wooden chair, on which he sat. Five years ago, when the rush on land started in his village, he continued, he was able to sell hundreds of hectares, this time for more money, which he would use to pay for the seasonal rituals.

According to him, a chief of community has to perform rituals to ask the gods and departed ancestors to protect the community. These rituals are thought of by the community as being necessary, and for that reason, the village members used to contribute in kind or in cash to their costs. Since the young people started moving to the cities, the contribution to the rituals dropped dramatically to the point that selling the community lands in Djidja became an attractive opportunity to finance these rituals. From his position as the chief of a village faced with financial issues, selling the community lands out is justified to keep these traditions alive. Similar findings were recorded by Pascal Rousset (2010), who conducted his research in the village of Mougnon, also situated in the rural district of Djidja.

Many different villagers that I interviewed claimed to have sold their land in order to pay, among other things, for customary rituals. The interviews revealed two groups based on how the money generated by selling lands was used. The first group spent the proceeds on modern goods, especially Chinese motorcycles. I saw in town that these motorcycles cost around 250,000 CFA, the equivalent of about 425 US dollars. For the consumers of modern goods in this village, owning a motorcycle enhances their social status.

The other group was made up by people who occupied important positions, such as the village chief, who needed financial means to keep ritual traditions alive. For this group, the sale of communal land was the solution for the financial needs of the community. When I confronted the chief of the village with the question of how he would finance future customary rituals, considering the fact that there is barely any farmland left to sell, he left me unsatisfied by stating that he was thankful for the advice.

What advice? Insisting on the question in various other ways did not help to elicit a detailed answer from him, which suggests to me that, considering his advanced age, he has had enough and believes that the burden of financing future customary rituals is not his own, but that of the younger generation.

In short, the opponents to land grabbing in Djidja would like to see the land deals reversed. The advocates, on the other hand, see the selling of the communal lands as a means of either fulfilling customary obligations or of gaining status and doing justice to the consumerism tendency in the Veblen sense (Veblen, 2008[1899]).

### **3. Land grab mechanisms in the light of two case studies**

#### **3.1. The practice of land grab: A neo-liberal approach**

The study of a neo-liberal approach to the land grab in Benin for the purposes of ethanol and electricity production rests on a document, in which Most Ethanol Company LLC, an American firm based in Colorado, USA, made an offer to the government of Benin. Due to limited space for making large quotations from the document an excerpt of it is to be found in the appendix.

A brief introduction of the company shows that Mr. Jack Grynberg is, as owner, the president and the chief executive officer (CEO) of the Grynberg Petroleum group. According to the journal *North American Energy Monthly* of October 2009 which is issued by the Merchant Banking Investment Research Mr. Grynberg has built himself a reputation in suing, among others, states and companies for his own gain, earning him the nickname of a “professional litigant” (Merchant Banking Investment Research, 2009).

In 2009, it was estimated that

*Grynberg has sued 300 oil and gas companies, including Shell and ExxonMobil, in 73 separate suits. He has won more cases than he has lost and in the process he has earned millions of dollars in out-of-court settlements (ibid. p5-8).*

One of the African countries sued by either the Grynberg group or its subsidiaries is Cameroon, as cited in *Africapresse* on 29 December 2013.<sup>14</sup>

Most Ethanol Company LLC is just one of the subsidiaries of the Grynberg Petroleum group. The company plans to produce ethanol and electricity in Benin. The operational and legal details for the production are covered in the firm’s proposal offer, but its contents are not always unequivocal. The proposed ethanol production project has two phases, comprising the realization of one power station and one ethanol plant. The ethanol plant is to produce between 2,780,000 and 3,475,000 liters of ethanol a day using sugar cane as feedstock (see supplement in the appendix).

The ethanol plant will run on electricity produced by the power station, which is planned to produce 90 Megawatts of electricity annually. Both the plants must operate continuously, forming a self-contained, closed circuit and thus an independent system functioning on its own to produce ethanol.

For the system to be complete, Most ethanol has drawn up a list of requirements in its offer to the government of Benin. The firm wants to lease 100,000 hectares of shrubland in the savannah for growing the required sugar cane, as feedstock for the ethanol production. The conditions for leasing the land include a lease period of 99 years, and this, at the rather modest price of 0.05 US dollar, a nickel, per hectare, per year (ibid.). The leased farmland has to be shrubland because the European Union and the United States of America have embargoed the export of biofuel whose production causes the destruction of forests. As a result, savannah regions are favoured, despite the fact that the destruction of the savannah may result in the desertification of these regions.

In addition to the lease of shrubland, Most ethanol requires that the leased land be accessible from main axes either by road or by sea route in order to facilitate the export of the produced ethanol to Europe, North America and Asia.

---

<sup>14</sup> <http://www.africapresse.com/grynberg-prend-sa-revanche/#sthash.PG9g7cWz.bZFAtQM6.dpbs>

Moreover, the state of Benin has also contributed to bringing in the closed system of ethanol production by Most Ethanol Company LLC. The company requires that the Beninese government applies tax exemption on the construction, operation and maintenance of both the power and ethanol plants. Also exempt from tax must be the materials and services acquired by the firm on local markets.

Should the firm not be given both import tax exemption and subventions on ethanol in its country of origin, the USA, Most Ethanol will only manufacture half-finished ethanol products in Benin, which will be exported to the firm's subsidiary in Latin America, where the company is already established and where these privileges have already been granted.

Most Ethanol, the firm which is supposed to be investing in the country, has demanded financial aid from the government of Benin and other international bodies, such as the World Bank, for the construction of the plants, the development of the sugar cane field and the training of future employees.

Furthermore, Most Ethanol requests, with insistence, a tax holiday on net profits made, and this, for a period of six years, starting from the first year the company becomes profitable and after depreciation and demanded repayments of any investments by Most Ethanol. As well as meeting these requirements, the government of Benin must also create a national market for Most Ethanol to market the produced ethanol and its derivatives. Both Benin's government and local communities must be given incentives to use ethanol in public and private vehicles. For this purpose, every single service station in the country must offer at least one pump with blended ethanol-gasoline or ethanol-diesel.

In this land deal offer for ethanol production, the legal aspects are not neglected. Most Ethanol is protected from and freed of any responsibility in the event of force majeure caused by nature or political unrest. However, if any disagreement between the state of Benin and Most Ethanol arises and cannot be settled in a friendly way within a given period of time, the *International Center for Settlement of Investment Disputes* will be preferred over the jurisdiction of Benin.

At this point, let us recall the major items of Benin's national agrofuel programme. Since providing people with energy at an affordable price is considered pivotal for the socio-economic development of the country, the programme is said to be the best way to bring cheap energy to the national market and to speed up access to electricity for a wider portion of the population. Moreover, the programme is said to lead to socio-economic development by generating an increase of economic activities in rural areas, and by reducing rural exodus.

Most importantly, however, the goal of the programme is to reduce Benin's dependency on imported energy. Taking into account Benin's agrofuel programme, one cannot help but wonder if Most Ethanol's proposal would contribute in any way to the reduction of Benin's dependency on imported energy and if it would stimulate rural economic development.

As we have seen earlier, Most Ethanol's electricity production is solely destined for its own use, and will not provide the Beninese market. Moreover, the planned volumes of ethanol production are mainly destined for export to Asia and the West. Most Ethanol's offer therefore makes it highly questionable whether the road to socio-economic development claimed by Benin's national agrofuel programme and promoted by politicians can actually lead to the goals set in the national programme.

I will now continue looking into the practices of land deals in Benin by scrutinizing the Chinese state-run company Complant's strategies.

### 3.2. The practice of land grab: A state socialism approach

The insights into the Chinese land grab in Benin are based on interviews held during my fieldwork and on the dealings of Complant International in Benin. The interviews were held with the director of Benin's ago-fuel programme and the head of the biomass department. The focus of the interviews was mainly on the offer made by Complant to the Beninese government.

Complant International (CI) is a Chinese state-run enterprise and a fully owned subsidiary of Complant International Transportation Co. Ltd, an affiliate of the corporate holding Complant. Complant International claims that it primarily contributes to building friendly and "cooperative bilateral" linkages between China and developing countries in Asia, Latin America and Africa through its hundreds of "factory projects" of varying sizes. These projects, the company argues, have brought it "high praise" from both the host governments and their people.

The "cooperative bilateral" connections CI puts forward here stem from the Chinese state's rhetoric on south-south cooperation<sup>15</sup> between China and the other so called developing countries in the Global South. By conceiving of itself as a developing country, the Chinese government, through its ministry of foreign affairs, communicates the "stand of China"<sup>16</sup> on "south-south cooperation."

According to the Chinese perspective on south-south cooperation, the Global South is not only a concentration of enormous resources, but also constitutes a vast market in which developing countries have the right to participate in defining the "rules of the game" in the international economic field. Hence, these countries "may support one another and draw on each other's strong points to achieve common development for mutual benefit". For this, the south-south cooperation is a crucial factor in "bilateral and multilateral international cooperation" (Nonfodji, 2013b).

Keeping this concept of bilateral cooperation in the back of our mind, we will scrutinize the Chinese farmland rush in Benin. It unfolds around the sugar factory Sucobe, situated in Savè, a rural district some 200 kilometres north east of Cotonou, the economic capital of Benin. Sucobe is the former "Société Sucrière de Savè" (SSS), set up in the mid-eighties and jointly owned by the states of Nigeria and Benin. In the closing years of the last century, the sugar factory, which was on the verge of bankruptcy, was taken over by the Mauritian firm "Groupe Mon Loisir".

The takeover was agreed upon under the terms of a tenant management agreement. This agreement excluded the ownership of the 4800 hectares land part of the sugar refinery. However, at the dawn of this century, it was the turn of Complant International to take the sugar factory over under the same tenant management contract, and to change the factory's name from Société Sucrière de Savè to Sucobe.

---

<sup>15</sup> For a history of the south-south cooperation see the article by Nonfodji (2013b) entitled: does China and Africa South-South cooperation leads to economic development in Africa"

<sup>16</sup> <http://www.fmprc.gov.cn/eng/wjdt/wjzc/t24884.htm#> [access 12 march 2015]

Under the agreement terms with CI, the estate of 4800 hectares may be exploited to grow sugarcane destined for the production and the export of sugar. CI lived up to the contract and in 2004 the company exported 6300 tons of sugar to Europe. Since the biofuel fever outbreak, however, CI has decided to negotiate the tenant management anew in such way that it can produce ethanol, using sugarcane grown on the land that is part of the sugar refinery and cassava coming from local farmers as feedstock.

The main aspects of the negotiations concern, on the one hand, the employment conditions of local workers. On the other hand, CI wants to change the initial goals of the sugar factory from producing sugar for exportation to producing ethanol also destined for the export.

CI has sought to have one of the laws which governs labour in Benin rewritten by requiring that the government legalize wage discrimination between Chinese workers and Beninese employees. The enterprise, indeed, requires that employees of Chinese origin, regardless of their position, be paid a higher salary than other national workers regardless of the latter's formal qualifications. This requirement, then, blatantly disregards existing labour laws defining the labour relationship between employers and employees in Benin.

It is noteworthy to recall that CI has been criticized before in the local media for inadequate treatment of its staff. Of the over two thousand Beninese employees working for Sucobe, only a few hundred are working on the basis of a temporary contract, while the majority are occasional workers. None of these two categories of employees has ever been paid as workers or supervisors. Rather, they all are subjected to an arbitrary pittance.

Pertaining to the new goals pursued by CI for the sugar factory, the company wants the terms of the land use to change in such a way that it can exploit the land against no compensation at all. Thus, while Most Ethanol was prepared to pay 0.05 US dollar per hectare annually for the land to be leased, CI, on the other hand, has its heart set on the free use of these thousands of hectares of farmland for a period of 99 years. Moreover, the company requires that the government of Benin devise policies to support, in addition to cassava and sugar cane, other sorts of feedstock for ethanol production.

CI plans a yearly output of ethanol to the amount of 50 million liters, based on two types of feedstock. The sugarcane, grown on the 4800 hectares of land exploited without any compensation to the government of Benin, is complemented with cassava cultivated for the company by local farmers. The inclusion of cassava in the list of feedstock for ethanol production is not particularly in contradiction with Benin's national agrofuel programme, which also promotes cassava as one of the raw materials for biofuel production. What calls for reflection is the important role cassava plays in the diet of the country. It is a cheap staple food and an appetite suppressant that is easily accessible for the poorest people in Benin.

And yet, in accordance with CI's wish for the national government to give incentives to farmers to grow cassava for ethanol fuel production, Benin is inclined to put policies in place that will incite local farmers to divert a part of their cassava harvest from feeding the population to providing the future ethanol plant with agrofuel feedstock.

As a consequence, these policies, both national and international, which encourage the use of cassava as feedstock, open up a way for fuel feedstock to compete with food crops, since the meaning of the tuber in the local diet cannot be ignored. The cassava tuber is especially rich in starch and very poor in minerals and



vitamins, yet it has become a predominant constituent of the nutritional patterns of sub-Saharan Africa, and specifically for the people of Benin. Most importantly, however, the tuber is even affordable for the poorest members of society.

Cassava is consumed in various ways. It is eaten either boiled, fried or made into two types of ingredients locally called *tapioca* and *gari*. The latter form is of paramount importance for the poorest and it is also nicknamed, among this group of people in Benin, *Du Courage*, which means to them that when one does not have anything at all to eat, a bit of *gari* keeps one going. *Gari* is thus an appetite suppressant which usually fits into even the poorest budget.

The impact of diverting the use of cassava as staple food to become feedstock for ethanol production is also illustrated by Chinese entrepreneurs, who travel to farms in the rural area of Lokossa, situated 84 kilometres north-west of Cotonou, with their pickups in search for cassava, which they buy in large quantities from local farmers. The acquired cassava is then used for the production of the Chinese alcoholic beverage known as *Taco Taco* in Benin. As a result of this practice, which began in 2006, the price of cassava and, consequently, the price of *gari* rocketed, making *gari* almost unaffordable for the poorest.

To conclude the interview, my interviewee, the head of the department of biomass, argues that that either way, Complant International will be the one gaining the most from the takeover of the sugar refinery and the land deal associated with it. The reason for this, he continues, is that either Complant gets all their demands, i.e. cheap local labour, the factory and free use of its 4800 hectares of farmland, while local farmers grow cassava for the sugar plant's needs, or the tenant management agreement continues as it is now, because the government of Benin is obliged to renew the agreement, in the event that the negotiations fail.

The major reason for this situation, the head of biomass further argues, is the construction of the current tenant management agreement in combination with the national agrofuel programme. These two factors together force Benin to accept the deal under the terms of Complant International.

The weak negotiation position of Benin in this deal is further highlighted by the announcement made by the Hong Kong Stock Exchange (HKEx) on 22 November 2010. The public statement, made thousands of kilometres away from the scene of the negotiations in Benin, reveals that the fate of the sugar plant in Savè is now tied to the lot of three other sugar refineries in Africa in a joint venture agreement. *Sucobe* in Benin, *Complant Magbass Sugar Complex Company Limited* in Sierra Leone and *Sucrerie Cote Ouest de Complant de Madagascar* together with *Sucrerie de Complant de Madagascar*, both in Madagascar, are the object of negotiations in a joint venture (JV) process between Hua Lien on the one side and CADFund, Complant, River Right and Zheng Da<sup>17</sup> on the other.

The HKEx announcement asserts that Zheng Da will be used "as the vehicle to carry on the Ethanol Biofuel Business in Benin". To understand the implications of this JV for the sugar plant in Benin, the links between the parties of the JV have first to be made clear. In the first place, Hua Lien, a business in the tannery industry,

---

<sup>17</sup> Complant International Sugar Industries Co., Ltd is incorporated in the Caymans Islands and is a substantial shareholder in Hua Lien International Holding. CADFund is the China-Africa Development Fund and River Right incorporated in the British Virgin Islands and wholly owned by Hua Lien International Holding. Since its incorporation in 2009 the sole business activity River Right carried out was the incorporation and shareholding of Zheng Da.

intends to acquire three out of the four above mentioned sugar plants in Africa, including Sucobe in Benin, from Complant International.

When asked by the HKEx why they did not simply acquire the established African sugar plants instead of setting up a new JV, Hua Lien argued that the joint venture is the best way to construct its own refinery plant in order to make use of the People Republic of China's technological expertise in the production of ethanol based on cassava as raw material. Thus Hua Lien is confident that the JV

would avail the Company [Hua Lien and its subsidiaries] of an opportunity to further develop its business in Africa, taking advantage of the PRC government's policy in Africa under the current global political and economic conditions. (Hong Kong Stock Exchange, 22 November 2010).

How is Hua Lien, then, connected to the other parties in the JV adventure? CADFund "is an investment fund set up in the PRC with a view to encouraging and providing support to Chinese enterprises in their initiatives and developments in Africa" (ibid). In this JV, CADFund is the only independent party, meaning that it holds no share either in CI or in Hua Lien and River Right. CI, however, is a substantial shareholder in Hua Lien, because CI owns almost a quarter of the company through the ownership of 24% of its shares. As such, CI has important interests in Hua Lien.

River Right is wholly owned by Hua Lien, and in this construction River Right fences off Hua Lien from Zheng Da, the joint venture company which River Right incorporated in September 2010, a year after the latter had itself been incorporated by Hua Lien. All three major parties, CADFund, Hua Lien and CI, own a part of Zheng Da, which is intended to function "as a vehicle to establish Benin PC in Benin to engage in the Ethanol Biofuel Business and the trading of related products" (ibid.).

Zheng Da, in this construction of the JV as illustrated in the figure here below, fences off CADFund, River Right and CI from Benin PC and thereby from the sugar factory Sucobe in Savè, Benin.

This JV construction not only results in a weaker position for the sugar plant in Benin, but also makes its prospects look pretty grim. On the one hand, in the direct negotiation with CI, Benin, through its biomass department head, acknowledges its weak negotiation position. On the other hand, the construction of the JV, which results in the joint venture company Zheng Da, cuts *Sucobe* off from any direct interaction with CI. Moreover, the fate of the sugar factory is now linked to the fate of the joint venture company. This means that an eventual collapse of Zheng Da would lead to the loss of only 10% of CI's share in the joint venture company, while such a collapse could mean the economic strangulation of the sugar factory in Savè, Benin, with all its unforeseeable socio-economic consequences. To sum up, Benin's negotiation position is twice affected, on the one hand by the construction of the tenant management agreement concerning the sugar plant in Savè in relation to the national agrofuel programme, and on the other by the construction of the joint venture company Zheng Da, which cuts Benin off from the initial negotiator represented by CI.

In the present section, I have scrutinized the practices of land grab in Benin at the hand of two case studies. The first case illustrates what can be termed a neo-liberal approach, and it explores the strategies to land grabbing adopted by Most Ethanol, an American company embedded in an economic system which professes neo-liberalism as the way world economies ought to be organized. The second case study expounds on the practices of land grabbing by Complant International. It instantiates an approach termed

here market socialism, which is best described by Huang as “capitalism with Chinese characteristics” (Huang, 2008). It expounds on the strategies for land grabbing adopted by the Chinese state-run enterprise Complant International.

These different approaches to the land grab in Benin show some similarities as well as certain differences, which are summarized in Table 2. It becomes clear that the neo-liberal approach to the farmland grab concentrates on acquiring vast areas of agricultural land which already fulfil the embargo requirements of the European Union and the United States. The market socialism approach, on the other hand, focuses on sugar factories with their vast farmlands. With this move, the Chinese approach wards off constraints of the Western embargo and simultaneously it weakens possible arguments against any disrespect of this embargo.

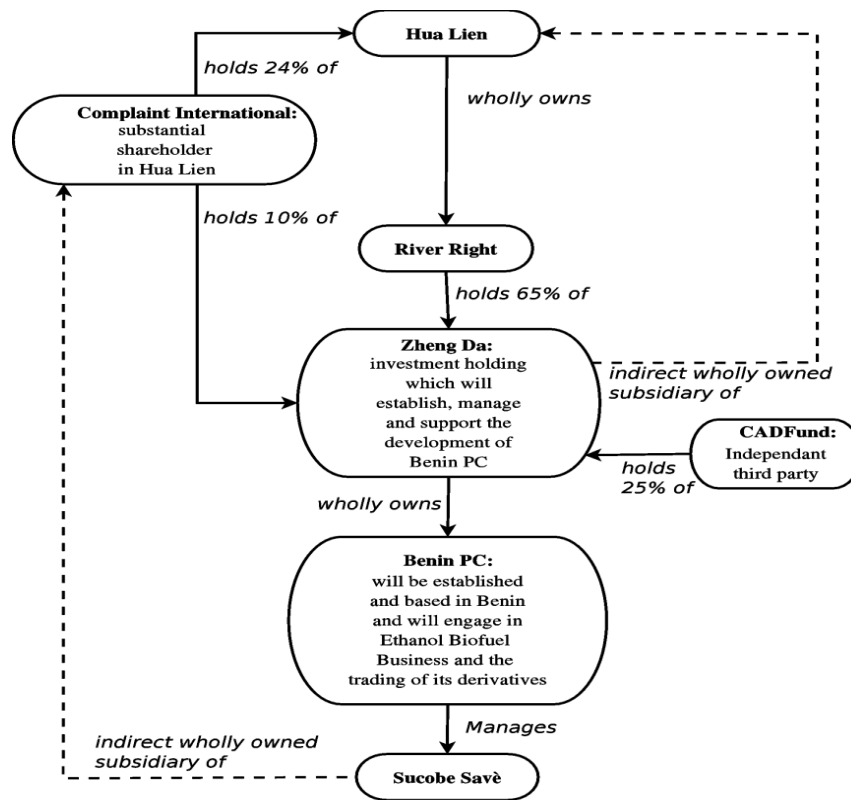


Figure 1. Complant International and Hua Lien joint venture structure

Although the insights into the different approaches to the land grab analyzed here could guide the way to go about this phenomenon, the outcome, in terms of food security and livelihood sustainability, looks gloomy for the severely affected regions in Benin. In Djidja, where the land grab is the most severe, the ecosystem is somehow hijacked because farmlands, bought for speculative purposes, are not being developed in any way and especially not for agriculture, which is the major sector that secures food and incomes for most households.

**Table 2.** Differences between Most Ethanol Company LLC and Chinese State-owned company Compliant Approaches

Most Ethanol Company LLC	Chinese state-run Company Compliant
<ul style="list-style-type: none"> <li>▪ Search for farmland in savannah which meets criteria of EU/USA embargo on deforestation</li> <li>▪ Replicable self-sufficient closed system for agrofuel production</li> <li>▪ Lease of farmland</li> <li>▪ Exemption from taxes</li> <li>▪ Ask for financial aid from Benin government</li> <li>▪ Subsidies</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sugar factories with their farmland are targeted</li> <li>▪ Weakens EU/US's embargo argument</li> <li>▪ Joint venture company construction for ethanol production</li> <li>▪ Lease and ownership of farmland</li> <li>▪ Exemption from import taxes</li> <li>▪ Wage discrimination based on origin</li> </ul>

Sustainability is a key notion to understanding food security. Hence, the perspective of sustainable ecosystem and livelihood sheds light on the impact of the land grab in Djidja. According to Barraclough and Utting, one of the characteristics of food security resides in its long term sustainability, acquired by preserving and improving the ecosystem which serves to produce food (Barraclough and Utting, 1987). A crucial condition for food security is a sustainable livelihood (Maxwell, 1998).

Otherwise worded, sustainable ecosystems and livelihoods do not just persist over time, but also resist shocks in the long run. Although an in-depth analysis of the ecosystem in Djidja has not been carried out in this study, the loss of arable land with its resources makes it unlikely that the rural communities of Djidja will be able to protect their ecosystem and their livelihood from the shocks of the land grab over a long period of time without their food security being threatened. As expounded on in section two, the inhabitants of Djidja pointed out that the loss of their farmlands led to a higher rate of unemployment in the agricultural sector and a growing rural exodus. Thus, relying on both the experience of the people of Djidja and the findings of my fieldwork, I am forced to conclude that the land grab in Djidja constitutes a growing threat to food security.

#### 4. Concluding remarks

The aim of the current analysis is to grasp how land grab mechanisms, triggered by foreign biofuel energy policies, devised and adopted outside of the African continent, took African countries in its grip and made them take decisions about biofuel feedstock. Decisions which, in cases like Benin, pose a growing threat to food security.

At the national level, the Benin government frames its biofuel programme as the way to boost economic development in rural areas, and that justifies, on the one hand, changing the use of farmland from growing food crops to cultivating fuel crops. Thus, national land owners were identified and their farmlands were allotted anew in order to make vast tracks of farmland available for foreign investors in land for growing fuel crops.

On the other hand, the national biofuel scheme attracts foreign investors. However, the analysis of the dealings of two such investors reveals that their offer proposals cannot lead to a successful realization of Benin's national biofuel programme. Rather, the offers threaten to destabilize national food security.

At the regional level, the national biofuel scheme unleashes uncontrolled land deals in rural areas. The scrutiny of the situation in Djidja lays bare the social and economic repercussions of these deals for the rural population. The rural area of Djidja is particularly affected by the land grabbing, which results in the village losing over 80% of its farmland to domestic and international investors.

As a consequence, the unemployment rate among farmers in Djidja rocketed and the youngsters willing to embrace a career in agriculture are unable to do so, since almost all of the farmland is sold to investors, robbing them from access to land. Accordingly, rural exodus, exactly the phenomenon which Benin's national biofuel programme claims to curb, is only exacerbated. In the specific case of Djidja, Benin's agrofuel scheme has dramatically failed on this point of rural emigration.

Moreover, the farmland policies and the choice of feedstock by the promoters of the national agrofuel programme open up the possibility for fuel crops to compete with food crops, causing a threat to food security. An example is how cassava, a staple food, is made a fuel crop and, above all, how large swathes of land that should be used for growing food crops like cassava are now being used for fuel crops. Consequently, the price of cassava has rocketed, which makes it, due to its high price, a luxury good for the poor.

The socio-economic impact of the land deals in Djidja and its rural population heralds the situation wherein the people of Djidja can no longer ensure food self-sufficiency through the subsistence agriculture which they have been practising for generations. However, although the land deals cover almost the whole country, no generalization can be made as for the threat to ensuring food self-sufficiency for the mere reason that the repercussions of the land deals are not homogeneously spread over the concerned regions of Benin.

As such, the threat to food security can only be unequally spread over the country. But, this threat, together with the flaws in Benin's national biofuel policies can also be seen as an opportunity for the government to rectify the situation by helping the rural areas badly affected by the land deals. Whether the national politics can admit the failings of its biofuel programme and see the repair of these shortcomings as an opportunity to straighten out the situation remains the million dollar question.

## **Acknowledgement**

I would like to warmly thank all the reviewers for their work and input. I am also grateful to Dr R. P. Hagendijk for his support and advice all through different moments of this project. Of course, the content is

my sole responsibility. This research is self-funded and, as such, it reflects the views of the author. Finally, I would like to dedicate this work to my beloved mom Anne-Marie Nyavo for her support and encouragements especially during the periods of my fieldwork in Benin. Thank you mam.

## References

- Berg, C. (2004), "World Fuel Ethanol – Analysis and Outlook". Available from [www.fo-licht.com](http://www.fo-licht.com) [access 27 June 2015].
- Badarou, R.M. (2009), "Le Benin: Programme de Developpement du Biocarburant". UNCTAD 92007). Available from: [https://www.google.bj/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0ahUKEwj3h9Cfys7JAhVGkA8KHSfMAOMQFggfMAA&url=http%3A%2F%2Functad.org%2FSections%2Fwcmu%2Fdocs%2Fditc\\_comb\\_Jatropha012\\_fr.pdf&usg=AFQjCNH6uB8vxV43wZOTu\\_zPfgjB88e07Q&bvm=bv.109332125,d.ZWU&cad=rja](https://www.google.bj/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0ahUKEwj3h9Cfys7JAhVGkA8KHSfMAOMQFggfMAA&url=http%3A%2F%2Functad.org%2FSections%2Fwcmu%2Fdocs%2Fditc_comb_Jatropha012_fr.pdf&usg=AFQjCNH6uB8vxV43wZOTu_zPfgjB88e07Q&bvm=bv.109332125,d.ZWU&cad=rja) [Access November 2015] "
- Badarou, M.R. and Kouletio, E.C.H. (2009), "Energy Systems: Vulnerability - Adaptability – Resilience", Available from: <http://www.helio-international.org/VAR.Benin.En.pdf> [Access 21 June 2015].
- Barraclough, S. and Utting, P. (1987), "Food Security Trends and Prospects in Latin America" *Working Paper no 99..* Helen Kellogg Institute for International Studies. University of Notre Dame United States of America.
- Florence-Renewable Energies (2009a), "Rapport Final de la Phase 1 Analyse de la Faisabilite Technique Financiere Economique Institutionelle et Environnementale" available at the *Direction Generale de l'Energie (MEE)* du Bénin.
- Florence-Renewable Energies (2009b), "Strategie pour la Promotion des Biocarburants au Bénin". available at the *Direction Generale de l'Energie (MEE)* du Bénin.
- Hong Kong Stock Exchange (2010), "Hua Lien International (Holding) Company Limited", [http://finance.thestandard.com.hk/circulars/00969/E\\_Hua%20Lien%20Cir.pdf](http://finance.thestandard.com.hk/circulars/00969/E_Hua%20Lien%20Cir.pdf) [Access 18 June 2015]
- Huang, Y. (2008) *Capitalism with Chinese Characteristics. Entrepreneurship and the State*. New York: Cambridge University Press.
- Huang, J., Keyzer, M., Van Veen, W., Rozelle, S., Fischer, G. and Ermolieva, T. (2009), "Biofuel use and agricultural intensification in China", Paper prepared for the 17th Annual conference of the European Association of Environmental and Resource Economists, Amsterdam. Available from: [http://www.sow.vu.nl/pdf/BiofuelChina\\_IAAE%20August%202009.pdf](http://www.sow.vu.nl/pdf/BiofuelChina_IAAE%20August%202009.pdf). [access 6 July 2015].
- Merchant Banking Investment Research (2009), "Crude oil, middle, distillates, gasoline, thermal coal, natural gas, power, nuclear". *North American Energy* Available from: [www.merchant.fortisbank.com](http://www.merchant.fortisbank.com) [Access 3 April 2011].
- Maxwell, S. (1991), "National Food Security Planning: First Thoughts from Sudan". In Maxwell, S. (ed), *To cure all hunger: food policy and food security in Sudan*, IT Publications.

- Nonfodji, P. (2013a), "Small Farm Holders' Response to the Global Land Deals in Benin. The role of international solidarity linkages". *Land deal Politic Initiative working paper* 41). Available from: <http://www.future-agricultures.org/publications/research-and-analysis/ldpi-working-papers/1778-small-farm-holders-response-to-the-global-land-deals-in-benin-the-role-of-international-solidarity> [access 6 July 2015].
- Nonfodji, P. (2013b), "Does China and Africa South-South cooperation lead to economic development in Africa?", *International Journal of Development and Sustainability*, Vol. 2 No. 1 pp194-231.
- Rousset, P. (2010), "Les transferts de droits fonciers : facteur de renforcement des asymétries sociales. Une approche économique institutionnelle dans le village de Mougnon au Bénin. " Master paper, at the Institut de Hautes Etudes Internationales du Development. Genève, Suisse.
- Satoguina, H. (2006), "Energy Demand and Supply Issues - Scenario 2020 and Implications for CDM in West African Economic and Monetary Union. Case Study: Benin, Burkina Faso, Niger and Togo", Available from: <http://hdl.handle.net/10419/19387> [access 6 July 2015].
- Borras, S.J. and Franco, J. (2010), "From Threat to Opportunity? Problems with the Idea of a "code of Conduct" for Land-Grabbing", *Yale Human Rights & Development Law Journal*, Vol. 13, pp. 507-523.
- Scoones, I. (2010), "Alternative perspectives on land grabbing and biofuels: exploring the implications for policy". Available from: <http://www.tni.org/sites/www.tni.org/files/Ian%20Scoones,%20Rome%20CFS%20Notes%20Oct%202010.pdf> [Access September 2015].
- Veblen, T. (2008[1899]), "The Theory of the Leisure Class: An Economic Study of Institutions". Available from: <http://www.forgottenbooks.com/> [Access 2 July 2015].
- World Bank (2010), "Principles for Responsible Agricultural Investment (RAI) that Respects Rights, Livelihoods and Resources", Available from: <http://www.responsibleagroinvestment.org/rai/node/256>. [Access September 2015].

## Appendix : Excerpts from a land deal offer made available by a governmental agency in Benin

### ACCORD

### ACCORD

POUR LA CREATION D'UNE PLANTATION INDEPENDENTE DES CANES A  
SUCRE CONSACREE AU DEVELOPPEMENT, A LA CONSTRUCTION ET A  
L'EXPLOITATION DES USINES D'ETHANOL Y COMPRIS DES CENTRALES  
ELECTRIQUES ASSOCIEES

### ENTRE

1. MOST ETHANOL COMPANY, LLC, compagnie de Colorado à risque ou à  
responsabilité limitée, appartenant au GRYNBERG GROUP, et ayant ses bureaux  
à....., ici  
dénommée « PREMIER SOUSSIGNE »

### ET

2. LA REPUBLIQUE DE \_\_\_\_\_, ici représentée  
par.....  
,ici dénommée « SECOND SOUSSIGNE »

Entre en vigueur à la date indiquée si dessous

- I. Cet accord est préparé entre la République de \_\_\_\_\_ (ci-après désignée sous le nom de "\_\_\_\_\_") et the Grynberg Group of Companies, y compris MOST Ethanol Company, LLC, une compagnie de Colorado à risque ou responsabilité limitée (ci-après désignée sous le nom de "MOST Ethanol" ou la "Compagnie").
- II. Plusieurs propositions de la dite réunion mentionnée si dessous sont résumées ou récapitulées ci-dessous :
  - \_\_\_\_\_, représentant la République de \_\_\_\_\_, si après référé comme "\_\_\_\_\_", a accepté de considérer ce qui suit comme contribution à l'engagement de MOST Ethanol Company, LLC's au Développement d'une Entreprise d'éthanol, si après référé comme « Projet à deux Phases » chacune de phase ayant deux bâtiments : (1) L'une des usines va produire environs 20.000 à 25.000 barils d'éthanol par jour ; et l'autre ou la seconde va produire environs 90 Mégawatts d'électricité. Chacune d'elles va avoir plusieurs étapes d'investissement ; et est exigera une location de a quatre-vingt-dix-neuf ans (99) de la part de \_\_\_\_\_ pour 100.000 hectares de terre localisée à \_\_\_\_\_, comme convenue à l'annexe A. Ce terrain ne devra pas contenir d'arbres pendant que les petites brousses sont acceptables.
  1. \_\_\_\_\_ accordera quatre-vingt-dix-neuf ans (99) de location de manière exclusive pour d'environs 100.000 hectares convenable à la culture des



canes à sucre pour une production éventuellement estimée à 2.780.000 à 3.475.000 litres d'éthanol par jour. Quant-il s'agit du premier building, la production est estimée d'être d'environ un (1) baril qui est égal à 139 litres qui est l'équivalent à peu près de 20.000 à 25.000 barils d'éthanol par jour. L'emplacement de cette usine doit être dans un endroit abordable pour l'envoi ou l'exportation d'éthanol aux Etats-Unis, en Asie aussi bien qu'en Europe. Ce terrain de 100.000 d'hectares de location ne pas avoir des arbres dessus qui demanderont d'être coupés résultant au déboisement et par conséquent entrainer l'embargo d'exportation de combustible organique en Europe et aux Etats-Unis. L'idéal sera que ce terrain puisse être dans une savane située à \_\_\_\_\_

2. \_\_\_\_\_, avec l'aide de ses Ministre de l'Energie et le Ministre de Cadastre négociera avec le \_\_\_\_\_ de la Compagnie d'électricité ci-après désigné sous le nom de « SOLEL » un contrat de vente d'électricité d'environ plus de 90 Mégawats par an à SOLEL par MOST ETHANOL au même prix que SOLEL paye à la génération de Diesel pour son électricité.
3. Le quatre-vingt-dix-neuf ans (99) de location sur ce 100,000 hectares de terrain a pour but la culture, la récolte et l'exploitation en étapes des canes à sucre ; ainsi donc les opérations de l'usine d'Ethanol et d'Electricité devront être continues et sans interruption sur ce terrain. \_\_\_\_\_ dans les sous étapes et devraient sans interruption être. Nous proposons à la République de \_\_\_\_\_ une location annuelle de \_\_\_\_\_ US \$0.05 par hectare. Un paiement de Vingt Milles Dollars (US \$5,000.00) sera soumis à la République de \_\_\_\_\_ trente jours (30) après la signature finale du contrat et le même montant est applicable comme frais de location annuelle.
4. \_\_\_\_\_ accepte d'accorder à MOST Ethanol d'exonération d'impôt et autres bénéfiques pour faciliter le financement de l'investissement exigé pour la construction des bâtiments d'usine d'Ethanol et aussi bien que l'usine de capacité de 90 Mégawats. \_\_\_\_\_ accepte se qui suit :
  - (a) Il n' y aura pas d'impôt, tarif, impôt par valeur proportionnelle, ou tout autre impôt sur les équipements importés et sur les fournitures ou approvisionnements et services locaux, et sur la construction, l'exploitation, et l'entretien d'usine d'Ethanol, L'usine d'Electricité et toute ses installations, y compris le champ des canes à sucre.
  - (b) Une période ou une durée de six ans (6) d'exonération d'impôt sur les bénéfices nettes réalisées par « Most Ethanol Company » est exigée commençant la première année d'exploitation avec profit par l'investisseur après amortissement et remboursement de tout investissement.
  - (c) Une assistance du gouvernement et, ou d'un financement international est nécessaire pour la formation d'employés, la construction, et l'exploitation de l'usine d'Ethanol, d'Electricité, aussi bien que l'exploitation du champ des canes à sucre.
  - (d) Une permission exclusive est acquise par MOST ETHANOL de la part de \_\_\_\_\_ selon que les marchés le permettent pour construire des usines additionnelles d'Ethanol et d'Electricité de capacité similaire ou plus grande que la première de manière à permettre la

production d'être exportée au port une année après la construction de la première usine et son exploitation aie commencée.

- (e) Il est entendu que les futurs projets de construction des usines d'Ethanol seront utilisés premièrement pour l'export de la production, pendant qu'une partie du premier projet ou de la production de la première sera consacrée ou commise à l'usage domestique selon le besoin. Cependant, le second projet de exigera une exportation continue et non interrompue afin de sécuriser la stabilité les marchés de \_\_\_\_\_
- (f) \_\_\_\_\_ accepte de l'influencer le gouvernement et collectivités locales de convertir leurs lignes des bus, camions et voitures d'utiliser environs soixante quinze pour cent (75%) de mélange d'essence /d'Ethanol et Vingt cinq pour cent (25%) de mélange d'Ethanol/diesel pour éliminer la fumée.
- (g) \_\_\_\_\_ accepte d'exiger plusieurs stations d'essence en cour de pourvoir chacune au moins une pompe de mélange d'Ethanol pour servir le stock de futurs véhicules.
- (h) \_\_\_\_\_ accepte que MOST Ethanol d'être en charge de planter, faire pousser, couper et de presser les canes à sucre, aussi bien que les produire et fournir les mélasses pour le traitement d'Ethanol et les résidus du sucre comme nourriture des bétails pour les chaudières de l'usine d'Electricité. Et ensuite utiliser les résidus provenant de la production d'Ethanol (vinasse) comme engrais organiques dans pendant l'exploitation et ensuite pour la vente dans les marchés locaux et ou pour l'export.
- (i) \_\_\_\_\_ accepte que MOST Ethanol sera en charge de la construction et de l'opération d'export des barques et des entrepôts.

5. \_\_\_\_\_ autorise MOST Ethanol sera en charge et prendra les responsabilités suivantes :

- (a) MOST Ethanol respectivement demande à ou au \_\_\_\_\_ l'accord d'une durée de deux ans (2) pendant lesquelles MOST Ethanol mènera à travers une étude de faisabilité corrigée d'avance pour des grands projets et larges opérations ; organisera une bonne enveloppe d'assurance et de financement, et ensuite choisira la meilleure qualité possible de cinq (5) variétés des canes à sucre comme exigé par la Banque Mondiale et les chantiers d'usines, avec l'aide de \_\_\_\_\_ Ministre d'Agriculture.
- (b) MOST Ethanol sélectionner ou choisir le croquis ou plan d'étude, l'entrepreneur, et sélectionner ensemble avec \_\_\_\_\_ la meilleure partie possible de terre d'environ 100.000 hectares à la première étape de la construction de l'usine. La culture au minimum de cinq (5) différentes sortes des canes à sucre et la construction d'usine d'Ethanol et d'Electricité devra donc commencer juste après ce qui précède.
- (c) MOST Ethanol sélectionnera les ingénieurs et les traitants ou entrepreneurs de construction et aussi bien supervisera les opérations de

chaque individu impliqué dans ces projets dont les opérations seront sans doute intenses et complexes.

- (d) Pour le financement des projets, MOST Ethanol sera en charge de ce qui suit :
- i. De ses propres fonds et ou des sources provenant de ses partenaires;
  - ii. La Banque Mondiale;
  - iii. La Corporation de Finance Internationale;
  - iv. La Banque d'Imports et Exports des Etats Unis;
  - v. Toutes autres Banques d'Imports et Exports;
  - vi. La banque locale dénommée \_\_\_\_\_, si elle désire de participer dans la réalisation du projet.
  - vii. L'avant vente de production d'Ethanol ;
  - viii. Le droit de vente d'émission ou dégagement de Carbone.
6. MOST Ethanol engagera et formera les gérants et tous les employés ou travailleurs du projet et fera promotion, publicité ou la commercialisation d'Ethanol à la fois dans ou au \_\_\_\_\_ et pour l'export, aussi bien que la commercialisation de surplus d'électricité et d'engrais chimiques (vinasse).
7. Most Ethanol sollicitera l'exonération d'impôt favorable pour les imports d'Ethanol auprès des Etats-Unis aussi bien que des subventions et de réduction d'impôts auprès du gouvernement Américain selon qu'il prévu par les lois Américaines. Si cette exonération ne lui est pas accordée par le gouvernement Américain, MOST Ethanol produira un produit non fini dans \_\_\_\_\_ et ensuite l'exportera au Honduras ou n'importe quel pays d'Amérique Central pour déshydratation et après envoyé aux Etats-Unis sans impôts ou sans frais de douanes.
8. MOST Ethanol sera soumise à, ou sera sujet de toutes les lois et règles de \_\_\_\_\_ et fonctionnera sous l'ordre de la juridiction de \_\_\_\_\_.
9. MOST Ethanol se soumettra et respectera toutes les lois et règles de travail, d'environnement et santé de \_\_\_\_\_, et fournira tous les services nécessaires de santé à ses employés et à leurs membres de familles les plus proches ou immédiates.
10. MOST Ethanol réserve le droit de planter ou cultiver les sorghos sucrés au lieu des canes à sucre tout simplement ou alors en plus avec les canes à sucre. Les sorghos sucrés peuvent produire trois (3) moissons ou récoltes par an au lieu de deux (2) que les canes à sucre peuvent produire. Pendant que les canes à sucre contiennent quatre-vingt-dix-neuf pour cent (99%) de saccharose, les sorghos sucrés eux a contraire contiennent quatre-vingt-dix-huit pour cent (98%) de saccharose et pourtant ils ont autres ingrédients qui hâte le processus de fermentation et donc palie à le un et demi (1.5%) de saccharose de différence qui existe entre les canes à sucres en plus de son avantage de produire trois moissons par an.
11. Force Majeure:

- (a.) Toute obligation ou devoir résultant de cet accord laquelle ou lequel peut empêcher l'un ou l'autre partie ou personne faisant part de cet accord d'exécuter sa tâche entière ou en partie, (sauf avec respect au paiement que telle personne ou partie doit ou est redevable à), ne peut être considéré comme une violation de cet accord si le dit manque d'exécution de sa tâche est causé par un cas de Force Majeure, étant donné qu'il y a cependant, une cause et conséquence directe entre le manque d'exécution de la tâche et le cas de Force Majeure invoqué.

En ce qui concerne cet accord, cas de Force Majeure sont considérés étant des faits incluant tous les événements qui sont imprévisibles et qui sont au-delà ou hors du control de la partie ou personne qui les invoque : tel que tremblement de terre, grève, émeute violente, soulèvement, troubles provoqués par la désobéissance civile, sabotage, actions de guerre ou actions attribuées à la guerre.

- (b.) Quand l'une ou l'autre partie ou personne considère qu'elle est empêchée d'exécuter l'une de ses obligations ou l'un de ses devoirs à cause d'un cas de Force Majeure, il doit ou devra immédiatement mettre au courant l'autre partie ou personne y impliquée dans cet accord, expliquant les raisons qui établissent ce cas de Force Majeure et doit ou devra en accord avec l'autre partie ou personne prendre toute action nécessaire et utile pour assurer la reprise des obligations ou devoirs affectés par le cas de Force Majeure après sa la fin du dit cas. Toute autre obligation ou devoir non affecté ou touché par le cas de Force Majeure doit ou devra continuer à être exécuté selon l'esprit d'entente des dispositions pourvues dans cet accord.
- (c.) Si l'exécution de n'importe la quelle des obligations de cet accord est retardée à cause d'un cas de Force Majeure, la durée résultant de tel retard ensemble avec le temps qui doit être exigé pour palier ou réparer n'importe quel dommage causé par le cas de Force Majeure, doit être ajoutée à la période ou durée pourvue dans cet accord pour l'exécution de la dite obligation, aussi bien qu'à la disposition ou terme de cet accord la quelle a trait à la période de location de cet accord.

## 12. Arbitrage:

- (a.) En cas de dispute entre l'Etat et la Compagnie ou Entreprise concernant l'interprétation ou l'exécution des dispositions de cet accord, les Parties ou personnes impliquées feront leurs mieux pour résoudre la dite dispute ou discordance amicalement.

Si dans trois mois (3) à partir de la date ou la dispute ou discordance a apparue les Parties concernées n'ont pas encore atteint une solution amicale, la dispute ou discordance devra alors être soumit sur demande de la partie ou personne la plus appliquée et assidue à « International Center for Settlement of Investment Disputes (ICSID) » afin que ça soit résolu par arbitrage selon les règles et lois établies par la Convention sur ou concernant les solutions des disputes résultants d'investissements entre les Etats et les citoyens d'autres Etats qui ne sont pas leurs citoyens.

Le Tribunal d'arbitrage devra être composé de trois (3) arbitres. Aucun

arbitre n'appartiendra aux pays dont les parties ou personnes concernées sont des citoyens.

(b.) Le siège d'arbitrage devra être à Paris, France. La langue utilisée pendant les déroulements l'arbitrage devra être Langue Anglaise et les lois applicables devront être les lois de \_\_\_\_\_ aussi bien que les règles et la pratique de la loi internationale applicable au sujet ou à l'objet de cet accord.

La décision ou décision de l'arbitrage devra être finale et immédiatement renforcée contre les parties concernées.

Les dépenses d'arbitrage doivent provenir aux parties ou personnes concernées d'une manière équitable ou égale, mais ceci est sujet à la décision du tribunal concernent le dit partage proportionnel de ces dites dépenses.

(c.) Les parties ou personnes concernées devront ou doivent s'exécuter toute mesure de conservation prescrite ou recommandée par le tribunal d'arbitrage. La demande ou requête d'arbitrage par n'importe quelle partie de cet accord entraînera la suspension de dispositions de l'accord ayant trait à la dispute. Mais tous autres droits et obligations des Parties prescrits dans cet accord ne seront pas sujet de la suspension.

(d.) En cas de n'importe quelle difficulté ou complication résultant de l'exécution de cet accord, les parties consentent ou acceptent par la présente de faire appel à l'assistance d'un expert afin de trouver une solution amicale avant d'entreprendre une démarche d'arbitrage suite à un échec de trouver une solution amicale. Un tel expert devra être désigné par un commun accord des parties de cet accord ou faute d'un tel accord par les parties eux-mêmes, ce dernier devra donc être désigné par « The International Center for Technical Expertise of the International Chamber of Commerce » en rapport avec ses règles relatives à l'Expertise Technique sujet de cet accord. Les dépenses et frais de l'expert devront être partagées ou divisées de manière égale entre les Parties (ou devront provenir de la Compagnie en attendant que la première concession lui soit accordée).

RECONNU DE ET ACCEPTE

Ce \_\_\_\_ jour du \_\_\_\_\_, 2010.

Par: \_\_\_\_\_