

Preliminary analysis of the JICA primary documents

JICA contracts with the 'Communications Strategy' consultants and the ProSAVANA Master Plan (MP) Japanese consultant reports

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No! to Landgrab, Japan
Japan International Volunteer Centre
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1-Objective of this document

1.1 Background

Japanese civil society has, through a long history of experience in monitoring the Japanese Government and JICA (Japan International Cooperation Agency)¹ Official Development Assistance (ODA), come to the conclusion that the most important tasks for citizens of a 'traditional' donor country are to: (1) obtain information about the projects and support programmes; (2) perform careful and professional interpretation and analyses of this information based on the understanding of this country's different customs and systems, and (3) share findings and information widely with the public of recipient countries.

Lack of transparency and a failure to share important information with local people is a consistent problem of Japanese ODA. This tendency is rooted in the character of Japanese bureaucracy and its aid system which is designed to work through State-State channels. The lack of transparency is made worse by the fact that the languages used in Japanese aid are, often, in Japanese or, at times, English.² Therefore, Japan civil society's role has been very important in the cases of problematic development programmes (ex. Myanmar-Burma or the Mekong River).

¹JBIC (Japanese Bank for International Cooperation) was merged with JICA in 2008.

²For example, foreigners can also obtain documents from JICA and MoFA through the freedom of information law. However, as nearly all the documents are written in Japanese, the possibilities for non-Japanese people to check them is very limited. A Portuguese version of the 'JICA Guidelines for Environmental and Social Considerations', established in 2010, is notably absent. This is the most important document for governments and peoples receiving aid from JICA
http://www.jica.go.jp/english/our_work/social_environmental/guideline/

In September 2012, Japanese civil society groups received requests to cooperate with peasant organisations and Mozambican civil society groups to defend the rights of peasants faced with the ProSAVANA project and the Development of the Nacala Corridor. Given our key concerns, Japanese civil society decided to focus on the three duties mentioned above, as well as another important duty, which is to help share information coming from the affected areas and in particular the voices of Mozambican peasants with the Japanese public and its government agencies, such as JICA and MoFA (Ministry of Foreign Affairs).

Japanese civil society carried out the first task of obtaining information about the programmes by: (a) periodic dialogue about ProSAVANA between Japanese NGOs and MoFA and JICA, (b) requests for documents from JICA and MoFA, and (c) joint research on the ground.

1.2. Objective of this document

This document is an attempt to fulfil our responsibilities as citizens and civil society of the main donor of the triangular programme called ProSAVANA. Japanese civil society is in the process of creating an analysis report of all the primary documents (more than 3,000 pages) obtained over the last two years from JICA and MoFA. The report is expected to be complete within six months, but, due to ***urgent requests*** made by a number of Mozambican organisations, a part of this report has been translated to Portuguese to share with them now. As a result of local demand, this document was shared in a preliminary version that still contains grammatical issues.

1.3. What is missing for the full analysis - the JICA contract with MAJOL

After receiving requests from Mozambique for information about the latest JICA contract with the Mozambican consultancy firm **MAJOL** Consultoria e Serviços Lda., Japanese civil society asked JICA to explain and share the documents related to the contract with this firm during the 14th periodic dialogue meeting on ProSAVANA between NGOs, MoFA and JICA, held in Tokyo on 8 December 2015. But the JICA representative refused and responded that ‘they would explain in the future when the process is further down the line.’ Therefore, on 12 December 2015, Japanese civil society officially requested JICA to share the contract between MAJOL and JICA (including the respective ToR and appendices).

The law allows governmental bodies a period of 30 days to comply with requests for the disclosure of documents. Therefore, these documents should have been disclosed already by now. However, on 14 January 2016, JICA announced the extension of the deadline for another 30 days on the grounds of it “being too busy”. The documents thus remain closed to the public.

Japanese civil society believes that the contracts and the ToR JICA used previously with other consultancy firms as part of the ProSAVANA ‘Communications Strategy’ can provide useful information to Mozambican society, while it waits for JICA to disclose the specific documents about the current contract with MAJOL.

Parts of the contract between JICA and MAJOL were revealed during a presentation at a workshop held in Nampula on 11 January, and were not included in a first version of this analysis, published on January 13. This second version contains these parts of the contract.

However, we must stress the importance for JICA to fully disclose to the Mozambican public the requested documents, in their entirety, relating to their contract with MAJOL before this company, hired and financed by JICA, commences any activities with peasants and civil society organisations in order to avoid further doubts relating to the legitimacy of the process and to guarantee transparency, which has been greatly lacking over the last three years. The refusal to disclose these documents cannot be justified in accordance with JICA's Guidelines for Environmental and Social Considerations.³

1.4. Citizens' rights to access government information

Japan's Constitution, the Freedom to Information Act, the JICA Guidelines and international law on human rights (especially, Article 19 of the Universal Declaration of Human Rights) all guarantee citizens' rights to access governmental information. All the requests to disclose JICA and MoFA primary documents about ProSAVANA made by Japanese civil society are based on this legal foundation.

However, many important ProSAVANA documents still remain secret, such as: (1) the agreements between the three countries about the three ProSAVANA projects, (2) the results of the research carried out for the preparation of the Master Plan, and (3) the minutes of meetings. The lack of transparency and violations of the rights of Mozambican, Brazilian and Japanese people persist.

2. Analysis of the context and content of the JICA documents

2.1. "Social Communications Strategy" for ProSAVANA

The third meeting of the ProSAVANA Joint Coordination Committee, held on 3 December 2012 in Nampula, focused on improving the strategy for '**social communications that can reach civil society as soon as possible**'⁴, as can be seen in the minutes from this meeting (p.2).⁵ To achieve this, it was decided that one of the most important actions would be to select consultants or a consultancy firm specialised in the area of social communications.

Based on the information above, Japanese civil society requested the documents relating to the contracts, the ToR and the guidelines prepared by JICA for the

³The English version can be found at the link below to the JICA site.

http://www.jica.go.jp/english/our_work/social_environmental/guideline/pdf/guideline100326.pdf JICA aid project or programme should follow these guidelines. This JICA document clarifies the responsibility of the agency to inform governments and the affected and interested parties in the recipient countries and ensure that they understand the content and that the recipient governments follow these guidelines. Despite this, it was discovered that the MASA (Ministry of Agriculture and Food Security) delegation to Japan had no knowledge of these guidelines or of their content during the meeting with Japanese civil society on 1 September 2015, organised by the MoFA and JICA.

⁴The Parties confirmed the importance to establish a social communication strategy in order to reach the civil society as soon as possible. in order to proceed with the strategy, the Parties agreed to recommend ProSAVANA-HQ to start selecting and hiring of specialized consultant or consultancy firm to elaborate this plan.' (Meeting Minutes from the Third Joint Coordination Committee of ProSAVANA, December 3, 2013)

⁵Mr Ryuichi Nasu, the JICA representative in Mozambique, Mr Wofsi Yuri Guimarães de Souza from ABC, and Mr Daniel Miguel Ângelo Clemente, the MINAG permanent secretary signed these minutes. The disclosure of these minutes was refused by JICA, but Japanese civil society managed to gain access on the following website, that of the international NGO, GRAIN. <http://www.grain.org/article/entries/4703-leaked-prosavanaProSAVANA-master-plan-confirms-worst-fears> The list of participants from the three countries in this meeting appears in the same document. On the side of JICA, apart from Mr Nasu, the names of Mr Yutaka Hongo, Mr Kota Sakaguchi, Mr Shinga Kimura, Mr Nobuyuki Kimura, Mrs Jusimeire Mourão, Mr Keiji Matsumoto, and Mr Taku Mori appear on the list (p.7).

consultancy firms on 30 July 2015. The contracts and their related documents were disclosed in September 2015. JICA, however, did not disclose the existence of other contracts, for which reason Japanese civil society again requested the disclosure of 'all existing contracts in the area of social communications relating to ProSAVANA' on 9 November 2015. This request led to three additional contracts, signed in 2012 and 2013, being provided. The information below is about these four contracts.

(1) JICA Contract with Cunha Vaz e Associados Sociedade Unipessoal

- (a) 1 contract ('Service Agreement') signed on 1 August 2013 in Maputo (in Portuguese).
 - The contract term was three months (until 1 November 2013).
 - The monthly value was 286,650 meticaís - x 3 - 859,950 meticaís in total (approximately 21,500 euros).
- (b) 1 agreement ('Mutual Non-Disclosure Agreement') signed on the same date.
- (c) 1 Terms of Reference for ProSAVANA project consultancy - used for the call for tender that concluded on 15 July 2015.
- (d) Contract appendix entitled Communications Strategy for ProSAVANA, written in English.

(2) JICA Contract with Cunha Vaz e Associados Sole Sociedade Unipessoal

- (a) 1 contract signed on 14 December 2012 in Maputo (in Portuguese). - The contract term was two months (until 14 February 2013). - The total value of the contract was 134,550 meticaís (approximately 3,500 euros).
- (b) 1 Terms of Reference for (3) also.

(3) JICA Contract with ITMZ Serviços e Soluções Lda.

- (a) 1 contract signed on 21 December 2012 in Maputo (in Portuguese).
 - The contract term was three months and 14 days.
 - Until the end of March 2013.
 - The total value of the contract was 161,109 meticaís (approximately 4,000 euros).

(4) JICA Contract with COLINAMOZ Lda.

- (a) 1 contract signed on 11 January 2013.
 - The contract concluded on 30 March 2013.
 - The total value of the contract was 268,515 meticaís (approximately 7,000 euros).
 - Provision of services was 32,780 meticaís (approximately 850 euros).

2.2. The contract between JICA and MAJOL

The title of the contract between JICA and MAJOL was revealed during a workshop held on 11 January 2016 in Nampula. According to a presentation given by a consultant of MAJOL, the contract is titled, "Project: Stakeholder Engagement".

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 Summary

Within five months the Consultant will:

- 1) Conduct individual consultations with stakeholders and interviews with relevant government departments, and produce a stakeholder engagement report.
- 2) Organize and conduct preliminary meetings with stakeholders where it is expected that the establishment of a dialogue platform is agreed.
- 3) Facilitate discussions in the first meeting of the dialogue platform where terms of reference (ToR) and functioning of the platform are expected to be agreed.
- 4) Facilitate discussion in subsequent meetings of the dialogue platform where it is expected that recommendations for the consultation process of ProSAVANA-PD be formulated within the duration of the contract.

Source: MAJOL, 11 January 2016.

According to a slide in the MAJOL powerpoint presentation, the “Scope of Services, Tasks (Components) and Expected Deliverables” involve the following 4 tasks:

- 1 Conduct individual consultations with stakeholders and interviews with relevant government departments, and produce a stakeholder engagement report.
- 2 Organize and conduct preliminary meetings with stakeholders where it is expected that there will be agreement for the creations of a "dialogue platform".
- 3 Facilitate discussions in a first meeting of the dialogue platform where terms of reference (ToR) and functioning of the platform are agreed upon.
- 4 Facilitate discussion in subsequent meetings of the dialogue platform where it is expected that recommendations for the consultation process of ProSAVANA-PD will be formulated within the duration of the contract.

During the workshop MAJOL also provided a definition of key actors ("*actores-chave*") as farmers, cooperatives, associations, public institutions, private sector, civil society, NGOs, etc..

8.6.1 Papel dos Actores-Chave

Para a implementação do Plano Director diversos actores, como produtores, cooperativas, associações, instituições públicas, o sector privado, sociedade civil, ONGs, etc., irão desempenhar um papel importante. Além disso, as parcerias entre estes actores serão promovidas sempre que necessário.

Source: MAJOL, 11 January 2016.

2.3. Japanese contractors' monthly reports on the ProSAVANA-PD (Support of Agricultural Development Master Plan)

Japanese civil society also requested these monthly reports. JICA denied the existence of any periodic reports about the ProSAVANA-MP, even though the other ProSAVANA projects (ProSAVANA-PI [Projecto for Improving Research and Technology Transfer Capacity] and ProSAVANA-PEM [Project for Establishment of Development Model at Communities' Level With Improvement of Rural Extension Service]) prepared Progress Reports every six months. JICA, at least, admitted the existence of monthly reports written by Japanese consultants for ProSAVANA-PD, led by the Japanese company, *Oriental Consultants*.

Each monthly report contains the following four parts:

- (1) a summary of the monthly activities,
- (2) the progress made in the previous month,
- (3) the activities carried out by each Japanese consultant,
- (4) the table of planned and completed activities,
- (5) documents in appendices.

The reports (a total volume of 420 pages) from February 2012 to July 2015 were disclosed, and it cost at least \$50 to acquire copies. However, nearly the entirety (almost 99 per cent) of the documents from (1) to (4) was redacted (blacked out) (see *the last page of this report*). The only documents that were not redacted are the 'Announcements' of the ProSAVANA team meetings with Nampula and Niassa civil society organisations, namely Plataforma Provincial de Organizações da Sociedade Civil de Nampula (PPOSC-N: Provincial Platform of Nampula Civil Society Organisations) and Fórum de ONGs do Niassa (FONAGNI: Niassa NGO Forum).

3 - Analysis of the JICA documents

3.1. 'Social Communications Strategy' for ProSAVANA

Contracts (2) and (4) are fixed more or less during the same period, from the end of 2012 (right after the 3rd ProSAVANA Committee meeting) to the end of the fiscal year in Japan, 31 March 2013. The Terms of Reference are identical for the three companies. The objectives of these unusual contracts need to be analysed and understood.

The most important documents are the contracts, which appear in (1) in 2.1. with Cunha Vaz e Associados Lda. signed on 1 August 2013. An analysis of these contracts can help to envision the type of contract signed between JICA and MAJOL.

3.1.1. Important points that appear in the documents

The important points from these documents that can help in the analysis of other JICA documents are the following:

(1) The Contract (5 pages in total)

Start of the contract:

The hired party is willing to provide its professional knowledge and services to JICA to develop and implement a communications strategy for ProSAVANA, in accordance with the Terms of Reference in Appendix 1.

Clause 2 - Objective:

2. JICA will pay the hired party for the services provided, subject to the established terms and conditions.

Clause 4 - Oversight:

The hired party shall perform the Services in accordance with the guidelines, supervision and instructions from JICA's ProSAVANA Coordinator, hereinafter 'coordinator'.

Clause 10 - Services:

The hired party shall deliver the files, materials and products in high resolution, as well as files in editable formats to the Contracting party so that they may be used by the Contracting party in all of their future advertising materials.

(2) Mutual Non-Disclosure Agreement (3 pages in total)

Article Two (Purpose of Disclosure and Duty of Confidentiality)

2.1. Information is disclosed for the exclusive purpose of developing a ProSAVANA communications strategy, in accordance with the terms and conditions established in the separate contract.

(3) **ProSAVANA - Consultancy Project Terms of Reference (8 pages)**⁶

The most important document is the Terms of Reference (ToR) used by the call for tender until July 2013 and attached to the actual contract between JICA and MAJOL. The following points are worthy of emphasis.

4.2. Work methodology in the area of Social Communications (pp.3-4)⁷

4.2.2. Establish a communications strategy for each target group in the programme, by revealing specifically:

- (1) Decision-making level, target high-level members of each institution.
- (1) **Academic public.** Specialists, scholars, researchers and technical body specialised in the areas of agriculture, environment, economics, social economics, among others.
- (2) **General public.** Media in general, newspapers, specialised journals, TV, radio, community radio.
- (3) **Programme target group.** Farmers located in the Nampula, Zambézia and Niassa provinces, firstly, agricultural advisors from the provincial and district agriculture directorates, Instituto de Investigação Agrária de Moçambique (IIAM: Agriculture Research Institute of Mozambique) employees, producers associations, cooperatives, NGOs, producers organisations, among others identified throughout the consultancy contract, national and international civil society organisations.

4.3. Expected Results (p.4):

- Intervention proposal and action plans for each identified target group.

Notes (p.5):

All the information produced and/or compiled within the scope of these Terms of Reference shall be the property of ProSAVANA. The consultancy firm is not authorised to use or disclose this data.

6. Payment Conditions (p.5):

Payment will be made in three payments upon delivery of each product.

6.2. The consultancy firm shall present a schedule of activities, which should contain all trips necessary to study locations, the composition of the work team and the list of materials necessary for the implementation of activities.

6. Hiring requirements:

- higher level qualification in the area of communications or journalism. (p.7)

7. Criteria for selection:

- Hiring will be led by JICA. (p.7)

(4) The document (appendix) on the communications strategy (8 pages)

This document is written in English, but it is a very important document for Mozambicans seeking transparency of the ProSAVANA programme and process. (*Note: The following terms are taken directly from the original documents.)

2. Long-term Communication (sic.) Strategy (pp.3-4):

(1) Hiring of consultant for establishing social communication of ProSAVANA who

⁶ http://farmlandgrab.org/uploads/attachment/ToR_%281%29.pdf

⁷ http://farmlandgrab.org/uploads/attachment/Com.Strategy.for.ProSAVANAProSAVANA_%281%29.pdf

comprehends the following aspects:

- (a) Consultancy based on outputs: TV radio, written articles,
- (b) Advice to the ProSAVANA-HQ Coordinators, as well as implementing and coordinating institutions of ProSAVANA on the suitable behaviour towards the media,
- (c) Preparation of messages about ProSAVANA,
- (d) Preparation of media articles, shows and TV and radio broadcasts on the programme,
- (e) Support for the publication of press releases and the newsletter of ProSAVANA to media

(2) Hiring consultant firm or consultants for definition and implementation of the communications strategy that understand the following aspects:

- (a) Preparation of media messages on the principles and approaches of the program.
- (b) Definition of the communication strategy among the diverse range of ProSAVANA stakeholders: purpose of the message, how to communicate, with whom to communicate, who communicates, when to communicate, and media monitoring to assess the impact and range of the communications strategy.
- (d) **Identification and design of an approach for each intervention (including civil society).**
- (e) Definition of message for each group of intervention (including civil society).
- (f) Definition of tools for reaching each stakeholder (radio, TV, newspapers, brochures, etc.).
- (g) Presentation and confirmation of a schedule of intervention (when and how to publicize).
- (h) **Analysis of the results of communications and possibilities for changing course.**
- (i) Preparation of the strategy with a media communication schedule, with the identification and training of a spokesperson for ProSAVANA, definition of key message to be delivered.
- (l) Support to ProSAVANA coordination and implementation institutions.
- (m) **Preparing meetings between the media and the ProSAVANA team.**
- (n) Production of contents and media articles for the ProSAVANA website

Further to the aforementioned points, the following point is important:

- (a) Press-trips to the Nacala Corridor or other sites recommended/advised by ProSAVANA headquarters. (p.5)

4. Immediate Actions (p.6):

- (1) Hiring consultant for preparing the communication audit and defining the strategy
- (2) Hiring journalists to receive advice
- (3) Finalization of the ProSAVANA presentation to be made for Governmental Institutions at central, regional, provincial and district level
- (4) Press-trip to the Nacala Corridor to collect images and prepare a “campaign” about ProSAVANA and its beneficiaries
- (5) Press-trip
 - (a) Take advantage of relevant activities of ProSAVANA to promote press trips to Brazil or Japan. Since the trip to Japan was implemented by MINAG (Ministry of Agriculture), it is possible to hold the next press-trip to Brazil.

3.1.2. Preliminary Analysis

The texts from the JICA documents mentioned above show the following trends and confirm some of the things that transpired while the contract between JICA and Counha Vaz e Associados was in effect.

- (1) JICA prepared the ToR and selected, hired, supervised, authorised and paid the consultancy firms and consultants. This means that JICA fulfilled its main tasks in rolling out its communications strategy for ProSAVANA.
- (2) JICA wanted to understand the decision-making processes (who makes decisions and how they are made) for each group, including governmental, farmers' and civil society organisations in Mozambique.
- (3) ProSAVANA wanted to establish a social communications strategy and a calendar of activities using the Mozambican consulting companies, and it appears that the following events took place:⁸
 1. The meetings for the launch of the 'Concept Note' in the provinces and in some districts were held between September and October 2013.
 2. Advertising for these meetings, as well as press releases and newspaper articles (in Jornal Notícias) appeared on the same day or the day after these meetings.
3. The preparations for a launch in the three provinces with CSOs were carried out in September 2013 and the minutes were published immediately on the ProSAVANA website.
 4. The repeated attempts by ProSAVANA teams to approach the main programme organisations were continuously observed, and active steps were seen between October and November 2013.
- (4) ProSAVANA and JICA were very keen to win over and use the Mozambican media for public relations.
- (5) JICA wanted the Mozambican consultancy firm or the consultants themselves to prepare articles for the newspapers and TV and/or radio programmes, for the same reason as given in (4). At least one programme in favour of ProSAVANA was created in September 2013 on the 'independent' channel STV.
- (6) This social communications strategy formulated by the Joint Coordination Committee of three countries seems to have been maintained even after the contract expired at the end of 2013.

On pages six and seven of the last document (appendix) written on the document entitled 'communication strategy in the framework of ProSAVANA' the following phrases appear.

'Mozambican media to Invite (sic.): TVM, STV/ O País, Notícias, RdM, AIM, Savana, A Verdade... This press-trip will be at ProSAVANA expenses. It is advisable to have the communication consultants to manage the media, as well as to have specific materials as common understanding ready for this press-trip....5. Media monitoring (a) Start monitoring the Mozambican media to be constantly aware of the image ProSAVANA has in the country'.

It is possible that these tactics may be repeated through the new contract. In order to ensure the transparency of the programme, the documents between JICA and MAJOL should be disclosed by the actors themselves

3.2. The contract between JICA and MAJOL

The limited results achieved by Cunha Vaz e Associados must have provided some lessons for the new contract. Also, since it was likely that JICA assumed Japanese civil society would seek the disclosure of the contract with MAJOL and its documents,

⁸The results (or final reports) of the contract between JICA and Cunha Vaz e Associados Sole Proprietorship should be analysed when more documents are disclosed.

these were probably written more carefully compared to the old ones and likely exclude sensitive points to avoid criticism. However, the information on the tasks laid out in the contract with MAJOL (listed in 2.2. of this analysis) do reveal some important issues.

The tasks presented by MAJOL give a clear sense of the intentions of those who prepared the contract. JICA wanted MAJOL to assume leadership and a role as secretariat until a 'dialogue platform' on ProSAVANA could be established with civil society, in accordance with JICA's strategy.

It is also important to note that the first task listed for the consultant is to carry out 'individual' (and not collective) 'consultations' (and not interviews) with civil society and farmers' organisations⁹. This approach raises serious concerns about transparency. Although the outcomes of these 'consultations' are supposed to be incorporated into a 'report on Stakeholder Engagement' (one of the expected 'deliveries' of task 1), there has, as of yet, been no acknowledgement of the publication of this report.

Without having made public the results of this first task, which seems to have been carried out over the course of one month starting mid November 2015, the second task was launched in December 2015. With this second stage, JICA expected to establish a "platform" (and not platforms). Meanwhile, for the third task, MAJOL was to facilitate discussions in a first meeting of the 'unique dialogue platform for ProSAVANA' where its ToR and functions were to be agreed upon by the civil society participants. This meeting took place from 11 to 12 January 2016 in Nampula.

In order to complete the third task within a month, actions had to be rapidly taken between December 8 and the date of the Nampula meeting. However, this period coincides with holidays and the rainy season in Mozambique, when all of the institutions, including schools and civil society organisations, are closed. (Even today, as of 17 January, many staff of these organisations are still on leave.)

The document prepared by MAJOL, revised on 31 December, and sent with an invitation letter from MAJOL¹⁰, announced the establishment of the 'Working Committee for ProSAVANA (Comité de Trabalho para o ProSAVANA)'. The justification for this action was based on the unpublished 'outcome' of MAJOL's first task-- its 'individual consultations' for JICA. The document provides the following explanation:

"Through the consultations with various CSOs, NGOs, academics, private sector, and others in Mozambique, the establishment of a "Consultative Working Committee (temporary name)" was recommended. The committee should be composed of the representatives of CSOs and enable them to participate directly in the preparation and revision of the (ProSAVANA) Master Plan, and in the development of a process of consultations that allow greater engagement by Mozambican society as a whole" (3rd paragraph of the ToR with MAJOL).

According to the "Road Map" of the same document, 'the definition of the rules of constitution and the functions' of a "Working Group" were going to be realised

⁹In the case of the governmental officials (departments), the word "individual interviews" are used.

¹⁰"*Termos de Referência para o Encontro da Sociedade Civil para o Estabelecimento do Comité de Trabalho para o ProSAVANA*".

between 17 December 2015 to 10 January 2016, a day before the 'first meeting'. However, this document, similar to the invitation letter for the meeting, says that the principal objective is to 'create a Working Group for the establishment of a mechanism of dialogue and coordination between the government and CSOs'.

With regards to the consultant's third task, the contractor (i.e. JICA) for the 'Stakeholder Engagement' project, requires MAJOL to facilitate a first meeting of the dialogue platform. JICA, the principle funder of ProSAVANA, expects this will lead to an 'agreement on the ToR and the function of the dialogue platform'.

The last (fourth) task set by JICA was that recommendations for the consultation process of ProSAVANA-PD be formulated by the dialogue platform but that the meetings continue to be facilitated by MAJOL, as laid out in the contract. These recommendations must be presented within the contract term between JICA and MAJOL, which expires in mid March 2016, before the Japanese Fiscal Year 2015 (from 1 April 2015 until 31 March 2016) ends.

During the first meeting in Nampula, a consultant with MAJOL, Peter Bechtel, explained what 'Social Licence to Operate (SLO)' was. His PPT slide #12 emphasises the fact that SLO must be based on social legitimacy and on established norms, including informal and formal, legal, social and cultural norms. He further stresses the importance of the credibility obtained through permanent accessibility to real and clear information and of the trust that comes from sharing results of the previous experiences and by working together.

Slide 14 of his presentation lists 4 common causes of rejection or loss of SLO.

Failure to:

- ! begin with a strategic process of stakeholder engagement;
- ! allocate sufficient time and resources to building sustainable relations of trust;
- ! identify all the affected parties or parties that can influence the project; and,;
- ! produce a social study that allows for a full understanding of the fundamental issues (for example, basic leadership structures).

Yet, even if MAJOL had enough understanding and experience in the area of social operation, the predetermined tasks, timeline and results required by JICA would make it difficult, if not impossible, to respect the principles of LSO while fulfilling the terms of the contract. As can be seen in the available documents, there are clear risks of failure to allocate sufficient time to achieve sustainable relations of trust.

MAJOL's role under the contract with JICA is made clear at the beginning of the presentation during the Nampula workshop and on slide 5. It states: "Stakeholder Engagement: The firm contracted by JICA should try to construct positive relationships with Civil Society and Key Actors". While it is still too early to assess MAJOL's actions regarding this objective, the available documents clearly indicate the great challenges that it will face in carrying out the contract.

3.3. Japanese Contractors monthly report on the ProSAVANA-MP

These reports contain ProSAVANA internal and external documents. To ensure transparency of the programme and of the Master Plan preparation process, disclosure of these is essential. However, as mentioned above, nearly all the

documents made available have been redacted.

There are documents that JICA did not redact, that is, that JICA wanted to make public. These are all documents related to the 'dialogue' with Mozambican civil society. We will analyse some examples of these documents that were published in a monthly report.

The monthly report from June 2013 contains 11 pages, including appendices. The only document (two pages) that was disclosed by JICA was a 'Final Communiqué No.2' (p.142-3) signed by Dr Calisto Bias of ProSAVANA and by Mr António Mutoua, (then) vice-president of the Nampula CSO Provincial Platform. The remaining pages of this report were completely blacked out. The images below are examples of the JICA documents.

Another document within a Japanese consultants' monthly report that was not restricted is the 'Meeting Minutes' signed by Dr Calisto Bias of ProSAVANA, Mr Calisto Paulo, President of the União Provincial dos Camponeses do Niassa (UPCN: Provincial Union of Peasants in Niassa), Mr Salimo Amini, President of União dos Camponeses e Associações de Lichinga (UCA-Lichinga: Union of Peasants and Associations of Lichinga) and Mr Zeca E. Malingamoio, President of Associação Rural de Ajuda Mútua (ORAM Niassa: Rural Association of Mutual Support). The date of the report is not given, but the meeting was held on August 30, 2013 and the translation to English as Appendix 2 of the monthly report delivered on September 3, 2013 in Tokyo. However, the minutes, and the translations of the public meetings about the MP Concept Note held in the Niassa and Zambézia Provinces were not disclosed in the September and October 2013 monthly reports. Interestingly, these documents belong to the same contract period with the social communications consultancy firm, CV&A.

These cases of heavy redaction of documents will be taken to the independent committee charged with overseeing the freedom of information law in Japan, as was done recently with similar cases concerning other ProSAVANA documents. For one whole year (from October 2013 until the intervention of the committee), JICA denied that it possessed documents from the Nacala Fund prepared by the FGV-Projects (Fundação de Getúlio Vargas: Getúlio Vargas Foundation), the only Brazilian government consultant agency working on ProSAVANA up until 2013. In that case, the committee ordered the disclosure of the following documents.

- (1) PPT presented by the FGV about the Nacala Fund and ProSAVANA during the JICA Seminar 'Report on the Japan, Brazil and Mozambique Public-Private Joint Mission – Envisioning agricultural investment on the Nacala Corridor' (Tokyo, 5 June 2012).¹¹
- (2) PPT by the FGV to JICA about the detail of the Nacala Fund launch event held on 4 July 2012 in Brasilia. This event was supported by the JICA and the Japanese Ambassador and JICA representatives participated.¹²
- (3) PPT prepared and presented by JICA about the Nacala Fund and

¹¹ <http://farmlandgrab.org/uploads/attachment/FGV2012JuneJiCATokyo.pdf>

¹² It would appear that this document was sent to JICA on 22 June 2012.

<http://farmlandgrab.org/uploads/attachment/FGV2012June22ProSAVANA-FndoNacala.pdf>

ProSAVANA during the JICA workshop 'Concept Note on the Nacala Fund, ProSAVANA Initiative Fund and Nacala Port Development' (Tokyo, 24 August 2012).¹³

images: Monthly JICA consultants' report, ProSAVANA-MP (June 2013)

¹³<http://farmlandgrab.org/uploads/attachment/FGV2012AugJiCA.pdf>