



Promoting responsible agricultural investments in Lao PDR through contractual arrangements:



A Story of Change about a pomelo plantation in Kasi District, Vientiane Province

Implemented by



A Story of Change about a pomelo plantation in Kasi District, Vientiane Province

The livelihood of a large part of the world's population depends directly on access to land and its secure long-term use. Land access and use have long been organized through informal or traditional tenure rights, but this is changing. In many regions, land use is being transformed by the expansion of large-scale agricultural investments, a development that was triggered by the 2007–08 food, energy, and financial crises.

In Laos, the government has actively promoted commercial uses of agricultural land by private investors. While investment in land has enormous potential to promote the country's economic development, benefits have been unevenly distributed across society¹. Some investments have improved infrastructure and access to markets and technology in local areas, but others have been associated with displacement of people, environmental degradation, and land disputes. Moreover, despite hopes to the contrary, many investments have brought only limited opportunities for employment. A major issue is that investors often plan and operate their investments without adequate regard for national regulations and without engaging with local land users.

The Responsible Governance of Investment in Land (RGIL) project was set up to ensure that investments in land are productive, contribute to sustainable land management, and respect the rights and needs of local populations, in particular vulnerable groups and women, in three countries: Ethiopia, Laos, and Uganda. As part of a holistic approach, RGIL has conducted several interlinked interventions including awareness raising and capacity building, organizing multi-stakeholder dialogues, introducing contractual arrangements between companies and workers, Investment Project Monitoring (IPM), and holding an "Investor Dialogue Forum" between investors and local communities. RGIL is co-financed by the European Union (EU) and the German Federal Ministry for Economic Cooperation and Development (BMZ) and implemented by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH between November 2019 and July 2023.

Stories of Change is a series describing specific interventions and their effectiveness.

The Story of Change is also linked to a documentary video on RGIL.

The video can be accessed through the QR below.

Laying the groundwork for long-term improvements in working conditions on plantations of large-scale agricultural investments in Laos



The RGIL intervention described in this Story of Change involved introducing a contractual arrangement between a land-based investor, Sunshine Seasons Trade Vientiane, and the workers on its pomelo plantations. Together with the local authorities, RGIL supported the company in developing labour contracts and internal labour regulations in April 2022. In November 2022, six months after implementation, we asked all parties concerned – workers, community leaders, company representatives, and local government officials – what had changed. This story is based on their responses.

¹ Hett et al. 2020. *Land Leases and Concessions in the Lao PDR: A characterization of investments in land and their impacts*. Centre for Development and Environment (CDE), University of Bern, Switzerland, with Bern Open Publishing. https://boris.unibe.ch/133115/1/Land_deals_in_the_Lao_PDR_Eng_4SEP2020_LQ.pdf



Figure 1: Pomelos on a tree in Laos. The photo is taken from the Pha Khao Lao Agrobiodiversity Resource Platform, a compendium of knowledge on product and species information that seeks to inspire people to develop agrobiodiversity-related farming and products. Photo: [Pha Khao Lao](#)

Employment on the pomelo plantation

The land-based investor, Sunshine Seasons Trade Vientiane, first started operating its pomelo plantation in Kasi District, Vientiane Province, in 2014. There were few jobs in the area before the plantation was established, and people travelled the half-hour to Kasi town, usually by motorcycle, for off-farm and non-farm employment. Having the investment in the area has allowed villagers to find work closer to home: 70 per cent of the 303 households in the village now have at least one household member working on the plantation; others work in government jobs (e.g. teaching, military). According to a representative of the village authority, income from the pomelo plantation has so far allowed around 10 households to build a house made of concrete rather than wood.

Business location	Kasi District, Vientiane Province, Laos
Product	Pomelo
Ownership	Joint venture between Lao and Chinese investors under a “2+3 scheme”: the Lao investors hold 30% in the form of providing land and labour; the Chinese investors hold 70% in the form of providing capital, technical experts, and markets
Area used	150 ha (of which 93 ha are part of the concession scheme, 40 ha comprise land purchased from villagers, and 17 ha have been leased from villagers)

Most of the people who sought work on the plantation had no land of their own for farming. It was employment that therefore attracted, for example, newly married couples who had recently moved away

from home. Many of the workers live with their spouses at a camp set up by the company next to the plantation. The workers reported that while rent, water, and electricity were free, drinking water and food were not. Being able to ask the company for an advance if they needed cash was considered an important benefit by the workers we spoke to.

In addition to work for the villagers living nearby, the investment has provided opportunities for workers from neighbouring villages, Kasi town, and other provinces (though mainly Luang Prabang Province).

Introducing contracts

The company employs workers on its pomelo plantations to perform jobs such as clearing vegetation, preparing the soil, planting, pruning, spraying agrochemicals, and harvesting. But until recently, none of these workers were given a contract. Not only was this in breach of Lao labour law – it also made it difficult to retain workers. Low worker commitment and high worker turnover resulted in a continuous loss of skills, causing the company to hire technical experts from China, who were more expensive.

Before contracts were introduced, workers on the plantation often questioned why some people were being paid more than others. And they found that the working time set by the company was “unclear and difficult to follow”.

The RGIL intervention sought to change this, as part of its efforts to support the Government of Laos to ensure that investments in land contribute to sustainable land management and respect the rights and needs of local workers (see Box 1).



Figure 2: Helping labourers in Vientiane province to understand and prepare their labour contract (see Box 1). Photo: Khankeo Oupravanh



Box 1: How contracts were introduced

First, RGIL developed the tools and provided training for a district government team to conduct the Investment Project Monitoring (IPM) and Targeted Awareness Raising (TAR).


The IPM was conducted annually to evaluate overall compliance (e.g. contractual, environmental, social) of an investment project. It involved visiting and interviewing the investor, workers, and villagers.

The TAR was introduced to villagers around the investment area. It involved training and informing the villagers on issues such as the positive and negative aspects of the investment, their rights to land use and natural resources, principles such as FPIC (Free, Prior and Informed Consent), and how to address grievances.

The results of the IPM and TAR showed that both sides – workers and investor – wanted a contractual arrangement (CA). The process to introduce contracts – an official template for which is already available under Lao labour law – was then conducted in a one-day workshop by a district government team following an RGIL approach. The workshop covered issues such as regulations, FPIC, and benefits/risks of the investment. It then facilitated contract negotiation on conditions and benefits between workers and investors, who were then invited to sign the contract if they agreed.

In addition to providing clear working hours and designated break lengths, the contract stipulated that workers were entitled to three days of paid sick leave, safety equipment for dangerous jobs such as spraying chemicals, and 15 days of paid annual leave (not to be taken all at once).

ຮ່າງສັນຍາແຮງງານ



ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນະຖາວອນ

ພະແນກແຮງງານແລະສະຫວັດດີການສັງຄົມ

ສັນຍາແຮງງານ
ລະຫວ່າງຜູ້ໃຊ້ແຮງງານ ແລະ ຜູ້ອອກແຮງງານ

ຂ້າພະເຈົ້າ (ຊື່ ແລະ ນາມສະກຸນ) ທ້າວ/ນາງ ອາຍຸ.....ປີ,
ປັດຈຸບັນຢູ່ບ້ານ.....ເມືອງ.....ແຂວງ.....
ໃນນາມຜູ້ໃຊ້ແຮງງານ ຫລື ຜູ້ຕາງໜ້າຜູ້ໃຊ້ແຮງງານໄດ້ຕົກລົງເຫັນດີເຮັດສັນຍາແຮງງານສະບັບນີ້ຂຶ້ນມາຮວມກັບ
ຜູ້ອອກແຮງງານ (ຊື່ ແລະ ນາມສະກຸນ) ທ້າວ/ນາງ.....ອາຍຸ.....ປີ,
ປັດຈຸບັນຢູ່ບ້ານ.....ເມືອງ.....ແຂວງ.....
ເຊິ່ງເຂົ້າມາເຮັດວຽກຢູ່ພາຍໃນ ບໍລິສັດ/ໂຄງການ.....
ສະຖານທີ່ຕັ້ງຢູ່ບ້ານ.....ເມືອງ.....ແຂວງ.....

ຜູ້ໃຊ້ແຮງງານ ແລະ ຜູ້ອອກແຮງງານໄດ້ຕົກລົງເຫັນດີເປັນເອກະພາບກັນໃນການຈັດຕັ້ງປະຕິບັດພັນທະຂອງ
ຕົນຕາມທີ່ໄດ້ຕົກລົງກັນບົນພື້ນຖານຂອງກົດໝາຍວ່າດ້ວຍແຮງງານດັ່ງຕໍ່ໄປນີ້:

I. ສັນຍາແຮງງານ:

- ອາຍຸຂອງສັນຍາແຮງງານ:
 ບໍ່ມີກຳນົດເວລາ, ມີກຳນົດເວລາ (ແຕ່ວັນທີ/ເດືອນ/ປີ.....ຫາ ວັນທີ/ເດືອນ/ປີ.....)
- ຜູ້ໃຊ້ແຮງງານເຫັນດີຮັບເອົາຜູ້ອອກແຮງງານເຂົ້າເປັນພະນັກງານໃນຮູບແບບ:
 ພະນັກງານຖາວອນ, ພະນັກງານຊີວຄາວ, ພະນັກງານຕາມລະດູການ, ພະນັກງານຕາມການມອບໝົາ
- ໜ້າທີ່ຮັບຜິດຊອບ ແລະ ສະຖານທີ່ເຮັດວຽກ:
 ຜູ້ອອກແຮງງານຈະໄດ້ເຮັດວຽກໃນຕຳແໜ່ງ:
 ມີໜ້າທີ່ຮັບຜິດຊອບ.....
 ສະຖານທີ່ເຮັດວຽກ: ປະຈຳຢູ່ຫ້ອງງານ ເຮັດວຽກຢູ່ພາກສະໜາມ
 ອື່ນໆ (ລະບຸສະຖານທີ່)
- ໄລຍະເວລາໃນການທົດລອງວຽກ ຂອງຜູ້ອອກແຮງງານກຳນົດເວລາ:.....ວັນ, ຊຶ່ງຜູ້ກ່ຽວຈະໄດ້ຮັບ
ເງິນເດືອນ ຫລື ຄ່າແຮງງານເປັນຈຳນວນເງິນ.....ກີບ/ເດືອນ ແລະ ເງິນອຸດໜູນ
ປະເພດຕ່າງໆ (ຖ້າມີ) ເປັນຈຳນວນເງິນ.....ກີບ/ເດືອນ;

II. ເວລາເຮັດວຽກ ແລະ ວັນພັກວຽກ:

- ຜູ້ອອກແຮງງານຈະໄດ້ເຮັດວຽກ.....ມື້/ຕໍ່ອາທິດ, ເວລາເຮັດວຽກ.....ຊົ່ວໂມງ/ຕໍ່ມື້.
- ເວລາໃນການເຮັດວຽກ:
 ຕອນເຊົ້າ ເວລາ: : - ໂມງ.
 ຕອນປາຍ ເວລາ: : - ໂມງ.
 ຕອນກາງຄືນ ເວລາ: : - ໂມງ.
- ວັນພັກວຽກ:
 ຜູ້ອອກແຮງງານຈະໄດ້ພັກວຽກ ຕາມວັນພັກທາງລັດຖະການທີ່ໄດ້ກຳນົດໄວ້ ຫຼື ວັນສຳຄັນຕາມອິດຄອງ
ປະເພນີ ເປັນຕົ້ນແມ່ນວັນສິນ.....
 ຜູ້ອອກແຮງງານຈະໄດ້ພັກວຽກປະຈຳອາທິດວັນ/ອາທິດ
 ຜູ້ອອກແຮງງານຈະໄດ້ພັກປະຈຳປີ.....ວັນ/ຕໍ່ປີ.

Figure 3: Official Lao labour contract template, specifying scope of job, working hours, annual leave, salary and payment scheme, bonus, healthcare, and conditions for termination of contract



ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນະຖາວອນ

ຊື່ບໍລິສັດ/ໂຄງການ..... ເລກທີ...../.....
ສະຖານທີ່, ວັນທີ...../...../.....

ກົດລະບຽບພາຍໃນ
ກ່ຽວກັບນະໂຍບາຍການວ່າຈ້າງ ແລະ ການຄຸ້ມຄອງການນໍາໃຊ້ແຮງງານ

I. ຂໍ້ມູນທົ່ວໄປຂອງຫົວໜ່ວຍແຮງງານ

- ຊື່ບໍລິສັດ/ໂຄງການ..... ກິດຈະກຳ :
- ທີ່ຕັ້ງບໍລິສັດ/ໂຄງການ, ຖະໜົນ....., ບ້ານ....., ເມືອງ..... ແຂວງ.....
ເປີໂທລະສັບ:..... ວອສແອັບ..... ອີເມລ.....
- ຈຳນວນຜູ້ອອກແຮງງານທັງໝົດ:..... ຄົນ, ຍິງ..... ຄົນ, ແຮງງານຕ່າງປະເທດ..... ຄົນ, ຍິງ..... ຄົນ,

II. ເງື່ອນໄຂການຮັບຜູ້ອອກແຮງງານ: (ສໍາລັບຜະນົກງານປະຈໍາ)

2.1 ເອກະສານປະກອບໃນການສະໝັກງານ

- | | |
|--|---------|
| 1. ໃບຄໍາຮ້ອງສະໝັກເຂົ້າເຮັດວຽກຂຽນດ້ວຍຕົນເອງ | 1 ສະບັບ |
| 2. ສັນຍາແຮງງານລະຫວ່າງຜູ້ໃຊ້ແຮງງານ ແລະ ຜູ້ອອກແຮງງານ | 1 ສະບັບ |
| 3. ໃບຢັ້ງຢືນທີ່ຢູ່ ຈາກອໍານາດການປົກຄອງບ້ານ | 1 ສະບັບ |
| 4. ຊົວະປະຫັວດຫຍໍ້ຂຽນດ້ວຍຕົນເອງ | 1 ສະບັບ |
| 5. ສໍາເນົາບັດປະຈໍາຕົວ/ສໍາມະໂນຄົວ/Passport | 1 ສະບັບ |
| 6. ໃບຢັ້ງຢືນສຸຂະພາບ | 1 ສະບັບ |
| 7. ໃບແຈ້ງໂທດ | 1 ສະບັບ |
| 8. ສໍາເນົາໃບປະກາດສະນິຍະບັດ | 1 ສະບັບ |
| 9. ຮູບຖ່າຍ 3x4 | 3 ໃບ |

2.2 ເງື່ອນໄຂຂອງຜູ້ສະໝັກເຂົ້າເຮັດວຽກ.(ສໍາລັບຜະນົກງານປະຈໍາ)

1. ຜູ້ສະໝັກເພດຍິງ/ຊາຍ ຕ້ອງມີ 18 ປີຂຶ້ນໄປ
2. ຈົບການສຶກສາລະດັບ..... ໃນສາຂາ..... ຫຼືອະແໜງການທີ່ກ່ຽວຂ້ອງ
3. ຖ້າມີປະສົບການເຮັດວຽກມາກ່ອນ (ຈະພິຈາລະນາເປັນພິເສດ)
4. ມີສຸຂະພາບແຂງແຮງ, ມະນຸດສໍາພັນດີ ແລະ ອັດທະຍາໄສດີ.
5. ສາມາດເຮັດວຽກພາຍໃຕ້ເງື່ອນໄຂ ແລະ ນະໂຍບາຍຂອງບໍລິສັດທີ່ກຳນົດ.

Figure 4: Official Lao template for company internal labour regulations. It specifies the documents and qualifications required for job applications and contains information on issues such as the probation period, skills development/training, working hours, breaks, annual leave, salary and payment schemes, labour contract and termination of contract, prohibitions, worker health and safety, and welfare and labour treatment.



Figure 5: Working hours on the pomelo plantation are: 7.00 to 11.00 and 13:00 to 17:00, with a 10-minute break in the morning and in the afternoon. Workers also get two days off during the full moon. Photo: Albrecht Ehrensperger

Six months later

Six months after the RGIL intervention to introduce labour contracts and company internal labour regulations, 34 of the company's 80 workers on the pomelo plantations hold a one-year labour contract; the rest are day labourers employed without a contract. Nearly 40% of the workers holding a contract (14) are women. Only workers who are committed to staying with the job for at least one year are offered a contract.

The workers with contracts mainly perform jobs such as pruning and spraying chemicals and are paid a monthly salary, while the day workers carry out seasonal jobs such as harvesting and are paid based on productivity. The salary depends on the task. In general, it was reported that men were paid more than

women: LAK 2.7 million (around USD 160) per month compared to LAK 2.5 million (USD 150)² for women, with women tasked with what was considered “lighter” work and with spraying agrochemicals.

Workers, community leaders, company representatives, and local government officials reported that while the measures had resulted in some changes for the better – an increase in trust and commitment, for example – some improvements would require more time.

What the company, village authority representative, and government officials say

According to a company representative, introducing contracts has increased trust between workers and the company: “It has made workers feel more responsible for their jobs,” he said, adding that “they manage their time better.” Introducing contracts has also been beneficial for the company, as staff retention has improved, reducing the need to continuously find and train new workers. This also meant being able to cut down on the number of technical experts the company had to bring in from China.

A representative of the village authority agreed that introducing contracts had made workers more committed to their jobs, adding that “before, they were in and out”. In addition to the greater security of having a contract – “now, wages cannot simply be cut,” he said – workers benefitted from having clearly defined working hours. Finally, contracts had put paid to the question of why some workers were getting daily payments while others received a monthly salary.

The district government official hailed the introduction of labour contracts and company internal labour regulations as a first step towards compliance with labour laws, as having such documents in place would make it easier for the government to monitor labour issues and provide support if mediation were required or requested. One challenge, he said, was reconciling wage labour with farming commitments: even if they were offered a contract with the pomelo plantation, workers with farming commitments tended to be reluctant to accept a full-time job.

What the workers say

Workers agreed that there had been an increase in trust: having a contract and knowing the company had internal labour regulations in place made them feel more confident that they would be treated fairly. However, some workers felt the company had signed contracts with them to improve its image, but that in reality little had changed.

One woman we spoke to said she did not yet have a contract, as she had been working at the plantation for only a few months and that only longer-term workers were offered a contract. She explained that after their first few months of work, whether they were offered a contract or not depended on their evaluation by a supervisor. She added that, in terms of wages and working conditions, there was no difference between workers with contracts and workers without contracts – or between newer workers and longer-term workers: they all received the same salary. Women workers carried out the “lighter” aspects of pruning, such as cutting the young branches, while male workers were assigned to more physically demanding tasks.

² LAK = Lao kip; 1 USD = LAK 16,852 on 22.2.2023. The more familiar term “kip” is used within the context of the interviews.



Figure 6: A worker pruning a pomelo tree. Pomelos are harvested once a year. Photo: Albrecht Ehrensperger

Spraying agrochemicals such as herbicides and pesticides was a job given mainly to women. However, the women worried about the health impacts of spraying chemicals, especially without proper safety equipment and instructions. The women said they were expected to continue working in the plantation immediately after spraying, which was also a concern to them. One female worker said she felt it was unfair that they were paid the same as workers who were not exposed to chemicals. Another said she had been told that she would not have to spray chemicals – and yet in reality she does. She said that spraying takes place every two months and that they have to handle the hazardous chemicals without receiving boots, gloves, or hats (see box).

It should be noted that there are a number of fundamental problems with interviewing workers to speak up about the company they are working for. Women workers in particular were afraid to speak up for fear of losing their job. They were also hesitant to speak when the company representative and the provincial government official were present. And when they did speak, they were sometimes contradicted. This occurred, for example, when one of the workers with a contract said she saw no difference to before, as the company had still docked her wages during illness, despite the contract stipulating that workers can be absent for up to three days with full pay.

Differing viewpoints?

In some cases, a similar situation was described in different ways depending on whether the interviewee was a worker or an investor.

For example, a male worker with a contract who had been working on the plantation for eight years said the employer withholds part of the workers' monthly salaries to keep them in the job. His monthly salary is meant

to be 2.7 million kip per month, but only 2.2 million kip are paid out, he explained: “the company is afraid that workers will not stay on the job, so it keeps 500,000 kip every month, to be paid out at the end of the year.”

By contrast, the company uses different wording. It describes these 500,000 kip per month as a “bonus” to be paid out to workers who stay on the job for up to one year.

This use of different terminology – “withheld salary” or “bonus” – to describe the same situation suggests that there is a need for better communication between the company and the workers.



Figure 7: Community members attending a presentation on Contractual Arrangements for Responsible Governance of Investment, held in September 2022 during a National Multi-Stakeholder Dialogue on Responsible Agricultural and Forestry Investment. Photo: Khankeo Oupravanh

BOX 2: Requests for adequate safety equipment

A common theme among workers interviewed was the reported lack of safety equipment and instructions provided by the company, particularly when using chemicals.

The workers said they were given masks but nothing else – and so they end up working in flip flops and being afraid that the chemicals would “enter their bodies”. When asked whether they could have boots, one worker reported being shouted at by the supervisor.

By contrast, the company said it provided “adequate safety equipment for spraying chemicals” and that this was also stipulated in the contract.

BOX 3: “I have a copy of the contract but I can’t read”

Workers who are illiterate are at a particular disadvantage when it comes to dealing with contractual issues with the company. One worker said, “I don’t understand what is written in the contract because I can’t read. They read it to me when signing the contract, and I remember that workers can be absent from work for up to three days with full pay if they are sick or have to deal with something at home. But in reality, the company cuts the salary by 80,000 kip per day.”

The issue of sick pay was a general topic among the workers we spoke to.

Another theme that emerged was that workers did not know how – or to whom – to raise concerns: “When we are not happy, we don’t know who we should talk or report to. It is difficult to communicate with the Chinese supervisor,” one worker reported.



Conclusion

Overall, the company behind the pomelo plantation is perceived by the provincial and district governments as a “proactive investor” that cares about social responsibility issues and is willing to cooperate with government authorities and civil society organizations. Having the company’s cooperation in the RGIL intervention was already a big milestone that led to the introduction of labour contracts and company internal labour regulations.

The introduction of labour contracts and internal labour regulations is certainly a step in the right direction, even though there seemed to be discrepancies between perceptions of whether contractual obligations were being met. For example, workers reported not receiving their contractually guaranteed full pay during the first three days of illness, while the company reported workers being absent during the farming season. Or the contradictory statements on safety equipment. Perhaps these are simply misunderstandings or administrative errors – but the issues need to be investigated.

These discrepancies show the need for more monitoring, enforcement, and – perhaps most importantly, a grievance mechanism, as workers reported not knowing who to talk to if they had an issue. Lessons can be learned here from a separate intervention concerning a tapioca processing plant, where RGIL helped a company introduce a platform called “Investor Dialogue Forum”. This forum brought local community members and company representatives together to discuss concerns and measures for improvement³. Such a forum is also an opportunity to discuss conflict avoidance and conflict management strategies.

Outlook

Even if there are still improvements to be made, this is a story of progress in the agricultural industry, along a road to sustainability that is likely to be long. Having labour contracts is a new situation for all parties involved, and RGIL is monitoring progress regularly.

In general, land-based investments must keep improving compliance with laws and labour regulations, as well as their communication and engagement with local communities. Having labour contracts in place should provide benefits for both sides: greater job security for workers; higher staff retention for the company. Having labour contracts should make workers feel better off – not worse off or under greater pressure. When formulating company internal regulations, care must be taken not only to adhere to national regulations – but also to understand the local context.

For example, taking into account that local people cannot just give up farming and become fully dependent on wage labour. This means that companies must find better working models that will allow workers to take time off to meet their farming obligations. This could involve securing a pool of workers who have no personal commitments during harvest time, and can continue working on the plantation. Finally, it is important that land-based investments be integrated into broader agricultural planning and sustainability strategies. RGIL is also working on similar projects involving land lease contracts and contract farming arrangements.

³ GIZ. 2023. *Promoting responsible agricultural investments in Lao PDR through “Investor Dialogue Fora”: A Story of Change about a tapioca processing plant in Bolikhan District, Bolikhamxai Province*

This Story of Change is linked
with the documentary video on
RGIL. The video can be accessed
by using this QR code.



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