



**AGREEMENT NUMBER PO 1289,1305**

**AMENDMENT NUMBER 1**

20 SEPTEMBER 2023

FINANCIAL QUERIES TO :	JEAN CLAUDE HABYARIMANA	TEL: +250 782 653 686
TECHNICAL QUERIES TO :	SAM RYUMUGABE	TEL: +250 782 267 444
COMMERCIAL QUERIES TO:	JEOME SANDE	TEL: +250 788 535 310

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**EMPLOYER:-**

**EUROTRADE INTERNATIONAL LIMITED  
SHYORONGI, RULINDO,  
NORTHERN PROVINCE,  
RWANDA**

**CONSULTANT:-**

**SLR CONSULTING (AFRICA) (PTY) LTD  
SUITE 1, BUILDING D, MONTE CIRCLE,  
178 MONTECASINO BOULEVARD,  
FOURWAYS, JOHANNESBURG, 2191  
SOUTH AFRICA**

**Attention: NATASHA SMYTH  
e-mail: nsmyth@slrconsulting.com**

**SCOPE AND COST REVISION – UPDATE OF EXISTING ENVIRONMENTAL AND SOCIAL IMPACT  
ASSESSMENT REPORT**

PURCHASE REQUISITION ETI 287

*Handwritten initials in blue ink, possibly 'JH' and 'AM'.*

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**1.0 SCOPE OF AMENDMENT**

On behalf and for account of the Employer, it is confirmed that the Services Agreement is hereby amended by the deletion of:

- Agreement Number: 1276
  - Employers Rutongo Mines Limited and Piran Rwanda Limited
  - Annexure B Estimated Cost
  - Annexure E Programme
- and the substitution therefore of Amendment Number 1 Services Agreement attached hereto and reflecting:
- Agreement Number: 1289,1305
  - Employer: Eurotrade International Limited
  - Updated Annexure B, Estimated Cost
  - Annexure D, Revised Scope
  - Annexure E, Revised Programme

**2.0 AMENDMENT DATE**

Notwithstanding the date hereof, the effective date of this Amendment shall be 25 June 2023. Except as herein provided, all other terms and conditions of the Services Agreement remain unchanged.


For and on behalf of:

**EUROTRADE INTERNATIONAL LIMITED**

  
WISDOM TICHAONA MWIGIYAGA  
Name and Signature


ACTING GENERAL MANAGER  
Designation

28-09-2023  
Date

  
JEOME SANDE  
Name and Signature

GROUP SUPPLY  
CHAIN MANAGER  
Designation

28/09/2023  
Date

  
PETER GERAR  
Name and Signature

CEO  
Designation

02/10/2023  
Date

For and on behalf of:

**SLR CONSULTING (AFRICA) (PTY) LTD**

Rob Hounsone

  
Name and Signature  
Managing Director

Designation  
09/10/2023

Date

**AMENDMENT NO. 1**

**CONTRACT 1289,1305**

**SERVICES AGREEMENT**

**SCOPE AND COST CHANGE - UPDATE OF THE EMPLOYERS EXISTING ENVIRONMENTAL  
AND SOCIAL IMPACT ASSESSEMENT REPORTS**

**EUROTRADE INTERNATIONAL LIMITED**

("the Employer")

and

**SLR CONSULTING (AFRICA) (Pty) Ltd**

("the Consultant")

Eurotrade International PR 287, PO 1289,1305  
Northern Province, Shyorongi, Rulindo, PO Box 749, Kigali, Rwanda  
[www.trinity-metals.com](http://www.trinity-metals.com)



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## 1. Introduction and Definitions

The Employers requires the Consultant to undertake investigations on social aspects, economic activities, conservation of natural resources, historical and anthropological heritages, public consultations and disclosures.

The scope of services to be undertaken by the Consultant is described Annexure A.

- 1.1 The Consultant has agreed to render such Services to the Employer.
- 1.2 The parties wish to record in writing the terms and conditions on which the Services will be made available.
- 1.3 For purposes of this Agreement –
  - 1.3.1 words in the singular shall include the plural and one gender shall include the others.
  - 1.3.2 unless the context indicates a contrary intention, "confidential information" means all information of whatsoever nature relating to the business, affairs and interests of the Employers which comes into the possession of the Consultant, any of the employees of the Consultant or any of the Consultant's independent Consultants (together, "the affected parties"), or becomes known to it by whatsoever means during the course of carrying out its work under this agreement, or the results of any research conducted by it during the course of carrying out its work under this agreement, other than information –
    - 1.3.2.1 which at the time that it was disclosed to such affected party or came into its possession, was already known to it from other sources or was in the public domain, or thereafter comes into the public domain otherwise than through any default on the part of the affected party;  
or
    - 1.3.2.2 which becomes known to such affected party without restriction as to its use and disclosure from a third person with valid title to that information;  
or
    - 1.3.2.3 which was or is developed by or is known to such affected party either before or subsequent to such information being disclosed by the Employers, such affected party having no knowledge of the content of such disclosure.
  - 1.3.3 the Employer's representative shall be Mr Sam Ryumugabe, Group Safety Health Environment and Community Manager.



## 2. Appointment

The Employer appoints the Consultant to provide the Services and the Consultant accepts such appointment in strict accordance with Agreement.

## 3. Duration

- 3.1 The Agreement Duration shall be for an 8 (eight) month period.
- 3.2 The Agreement shall commence on 1 June 2023 and terminate 8 (eight) months after the Services commence.
- 3.3 The Agreement shall at all times be subject to 30 calendar days written notice of termination. Should the Agreement be terminated in terms of this clause and by notice properly served and indebtedness of one party to the other be cleared, then the Consultant shall not be entitled to any further or other payment.

## 4. Fees, Invoices, and Payment

### 4.1 Fees:

- 4.1.1 The Employer shall pay to the Consultant the fees recorded in Annexure "B" hereto. Such fee excludes any tax that may be applicable.
- 4.1.2 Such fees shall be payable on presentation of the monthly report.

The Total Estimated Cost excluding VAT & Withholding Taxes.	<b>\$ 618 325.00</b>
Inception Phase, Phase 1	
Eurotrade International Ltd, ESIA	\$ 19 387.00
Piran Rwanda Ltd, ESIA	\$ 190 445.00
Rutongo Mines Ltd, ESIA	\$ 205 360.00
	\$ 203 133.00

The Total Estimated Cost as reflected herein is the total commitment in terms of the Agreement and provided that invoices are within the scope of services and the Total Estimated Cost, the Agreement will not be amended to cover interim payments.

The Agreement will only be amended to provide for the following:-

- change of scope,
- an increase/decrease of commitment, or
- to reflect the final total price at the completion of the Agreement.



## 4.2 Invoices and Statements

Invoices reflecting the Agreement number must be addressed to:

Eurotrade International Ltd

Jean Claude Habyarimana  
Financial Superintendent  
[jclaud.habyarimana@trinity-metals.com](mailto:jclaud.habyarimana@trinity-metals.com)

and

Sam Ryumugabe, Group Safety Health Environment and Community Manager.  
[sam.ryumugabe@trinity-metals.com](mailto:sam.ryumugabe@trinity-metals.com)

## 4.3 Payment

Invoices received by the Employers in accordance with the Agreement and by not later than the 28<sup>th</sup> day of the month in which the Services have been provided, to be paid by the Employers within 30 days.

## 5.0 Professional Indemnity and Consultant's Indemnity

The Consultant has Professional Indemnity Insurance to the value of \$ 958 772. The Employers, their agents, representatives or employees are indemnified by the Consultant against all claims of whatsoever nature arising out of any loss, damage, death or injury to persons or property resulting from the carrying out of the Agreement by the Consultant or any of its Sub Consultants, agents, representatives or employees except where such loss, damage, death or injury is caused by any act or omission of the Employers, its agents, representatives or employees.

## 6.0 Health and Safety

The Consultant shall comply with the Employer's Health and Safety Policies and Procedures.

Medical attention provided for the Consultant's Personnel and hygiene standards must be of a standard acceptable to the Employers. In the event of any of the Consultant's Personnel becoming ill or injured on the Site, through any cause whatsoever including assault, the Employers reserves the right to arrange for such medical, surgical and hospital services as he considers necessary and the Consultant undertakes and agrees to pay all expenses thereby incurred. The Employers reserves the right to have local Consultant's Personnel submit themselves to medical examination on arrival at the Site and/or at later dates in the event of absenteeism through illness. All costs and expenses in relation thereto shall be borne by the Consultant

## 7. Confidentiality and Confidentiality Agreement

- 7.1 The Consultant undertakes during this Agreement and at all times thereafter, to hold in trust and confidence all confidential information which comes into its possession, or which becomes known to it in the course of the Consultant's Services, and not to disclose or make use of that confidential information in any way whatsoever, or in any way whatsoever make the confidential information available to others, without the prior written consent of the Employers.


- 7.2 The Consultant undertakes to ensure that every person who assists it in the performance of its Services in terms of this agreement, whether that person is an employee of the Consultant, an independent Consultant, or an employee of an independent Consultant, shall acknowledge the matters referred to in 7.3 and agree to be bound by an undertaking in the form of that referred to in 7.1.
- 7.3 The Consultant acknowledges that the results of the Services conducted by the Consultant, and every person who assists the Consultant in terms of this Agreement, will belong to the Employers absolutely, and that they will not be entitled to any payment for those results or for carrying out any research, whether in the form of a royalty or otherwise, other than the fees payable to the Consultant in terms of this Agreement.
- 7.4 On termination of the Consultant's appointment, all documents of whatsoever nature which contain confidential information, and which are then in the possession of the Consultant, its employees, independent Consultants or their employees, shall be returned forthwith to the Employers and the Consultant shall procure that such documents are so returned. The Consultant shall be entitled to retain for record purposes one copy of documents containing confidential information. For the purposes of this clause, "documents" include any method of reproducing information, whether in document form or stored in any electronic medium.

## 8. Intellectual Property Rights

- 8.1 The Consultant acknowledges and undertakes to ensure that the Consultant's employees and independent Consultants acknowledge that the Employers will become the owner of the intellectual property rights in any work which is eligible for intellectual property rights, and which is created by the above parties in the course and scope of providing services in terms of this agreement.
- 8.2 Insofar as it may be necessary, the Consultant cedes and assigns to the Employers all intellectual property rights in any work created or executed by it in the course and scope of this Agreement and undertakes to procure that the Consultant's employees and independent Consultants likewise cede and assign such intellectual property rights.
- 8.3 The Consultant undertakes not to exercise any residuary rights and undertakes to procure that the affected parties shall not exercise any residuary rights in respect of any work created or executed by it or them in the course and scope of this Agreement.
- 8.4 All work created or executed by the Consultant, in any fields in which it provides the Services will, unless the Consultant establishes to the contrary, be deemed to have been created or executed by it in the course and scope of its Agreement.
- 8.5 The Consultant undertakes to assist the Employers to the best of its ability with any application which the Employers may see fit to make for any form of intellectual property protection, whether in the form of a foreign or Rwandan patent or design right or otherwise, in respect of any concept, idea, process, method or technique which may be discovered by any of the affected parties in the course of performing services in terms of this agreement.
- 8.6 For the purposes of this agreement, the term "intellectual property rights" shall include, but shall not be limited to, copyright and patent and design rights.



## 9. Breach

- 9.1 If any party breaches any provision of this Agreement and remains in breach for 7 days after receipt of written notice from the other party requiring the defaulting party to rectify the breach, or if any party repudiates this agreement, the other party will be entitled to cancel this agreement forthwith.
- 9.2 The innocent party's remedies in terms of this clause are without prejudice to any other remedy to which the innocent party may be entitled in law.
- 9.3 Notwithstanding anything to the contrary herein contained, the parties shall not be liable for any indirect or consequential damages, which a party may suffer as a consequence of the performance by the Consultant of its services hereunder.

## 10. Force Majeure

- 10.1 Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this agreement caused by an act of force majeure, including but not limited to storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment, strikes, lockouts, boycotts, and actions of the civil and military authorities, changes in laws, rules, regulations or orders which relate to the control or export or re-export of commodities or technical data.
- 10.2 A party subject to force majeure shall as soon as possible notify the other party in writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in writing from time to time) of when those circumstances are expected to cease to apply.
- 10.3 In conditions of force majeure, each party shall take all reasonable steps by whatever lawful means are available to resume all performance of the parties' obligations under this agreement as soon as reasonably possible and shall discuss with the other party ways and means to overcome such conditions.
- 10.4 If conditions of force majeure persist continuously in respect of a party for a period in excess of 14 (fourteen) calendar days and have a material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this Agreement to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

## 11. Miscellaneous Matters

- 11.1 Any written notice in connection with this Agreement may be addressed:

- 11.1.1 in the case of the Employer to:

Eurotrade International Limited Kabuga Village,  
Northern Province,  
Shyorongi, Rulindo,  
Rwanda

- 11.1.2 in the case of the Consultant to:

SLR Consulting (Africa) (Pty) Ltd  
Suite 1 – Building D, Monte Circle  
Fourways  
Johannesburg 2191  
South Africa

Eurotrade International PR 287  
Northern Province, Shyorongi, Rulindo, PO Box 749, Kigali, Rwanda  
[www.trinity-metals.com](http://www.trinity-metals.com)

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11.1.3 The notice shall be deemed to have been duly given:

- 11.1.3.1 7 days after posting, if posted by registered post to the party's address in terms of this sub-clause.
- 11.1.3.2 on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents.
- 11.1.3.3 on despatch, if sent to the party's then e-mail address and confirmed by registered letter posted no later than the next business day unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

11.1.4 A party may change that party's address for this purpose, by notice in writing to the other party.

## 11.2 Entire Agreement

This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in the agreement.

## 11.3 No representations

No party may rely on any representation which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.

## 11.4 Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

11.5 The terms and conditions of this agreement shall be interpreted in accordance with the laws of Rwanda.

## 12. Resolution of Disputes

12.1 Any dispute between the parties shall be negotiated by the parties in a reasonable manner with a view to resolving the dispute.

12.2 If the dispute cannot be concluded by negotiation within 30 days, it shall be referred to senior executives of the parties who shall negotiate in a reasonable manner with a view to resolving the dispute.

12.3 Should parties fail to resolve the dispute in terms of clauses 12.1 and 12.2 above any party shall be entitled to refer the dispute to the competent courts of Rwanda.



**ANNEXURE "A"**  
**SCOPE OF SERVICES**

The Consultant is expected to undertake investigations on social aspects, economic activities, conservation of natural resources, historical and anthropological heritages, public consultations and disclosures.

The Employer's expects the ESIA update to be undertaken in the standard ESIA phases (scoping, baseline studies, assessment, management and mitigation) and should include, but not be limited to:

- Scoping activities and reporting (outlining the ESIA TOR and report contents).
- Stakeholder Engagement Plan (SEP) and stakeholder consultation/feedback.
- Consideration of alternatives and economic benefits.
- Baseline data collection and reporting according to approved TOR.
- Impact assessment and mitigation design.
- A consideration of all phases of the mine life through to closure.
- Environmental and social management and monitoring plans.
- Response to regulators' comments and revisions as necessary; and
- Support for the arrangement of the Public Hearing.

**Detailed Desk-top Review**

During Scoping, the Consultant is expected to undertake a preliminary review of any secondary data to understand the collection needs for the baseline phase. This will include all existing documentation, and previous EIA, SIA, SAP and EMP reports on these mining concessions. Information that is pertinent to assessing the impact of the development of the Project will be used in the ESIA and identified gaps will be covered in the ToR for the ESIA.

**Description of the baseline environment**

The Consultant is required to collect, collate and present baseline information on the environmental and social characteristics of the existing situation around the proposed and existing Project activities. The baseline data gathering program shall be clearly defined during the initial Scoping Study. This description could involve but not necessary be limited to:

- a) Physical environment (topography, land cover, geology, climate and meteorology air quality, noise etc).
- b) Biological environment (i.e. flora and fauna types and diversity, red listed species, sensitive/critical habitats etc).
- c) Social and cultural environment, including present and projected, where appropriate (i.e., population, land use, planned development activities, community social structure, population influx, employment and labour market, sources and distribution of income, cultural/religious sites and properties, vulnerable groups, etc).
- d) Economic activities (i.e. agriculture, livestock, fisheries, small scale industries etc).

The Consultant will establish the scope of the baseline studies by defining the areas of influence for various environmental media and affected peoples (social receptors) in consultation with the Employer's. This will include consideration of both the spatial and temporal scope of the Project activities and wider area of influence, including ancillary facilities (powerlines, pipelines, water sources, etc). The studies that should be considered are listed in Table 1.



**Table 1 Possible Baseline Information that would be required**

Environmental Baseline Studies	Social Baseline Studies
Topography and Geomorphology Geology Seismicity Soils Hydrology, hydrogeology, surface and ground water quality Land Use & Land Capability Climate and Air Quality/ Greenhouse gases Flora and Fauna (including wetlands) Biodiversity and Ecosystem Services Noise and Vibration	Demographics (including influx) Community profile and ethnology Livelihoods analysis and context Economic and community development determinants (access to social service infrastructure and basic Human Development Indices (HDIs)) Gender and marginalized groups Social Organisation and community governance Economic context Socio-political context and relevant institutions Historical context Cultural property and practices Traffic Archaeology & Cultural Heritage (if any)

It should be noted the main reason for investigating the hydrogeology, hydrology, surface and ground water quality, is to analyse the extent of potential Acid Rock Drainage (ARD) and leachate quality.

The Consultant shall characterize the extent and quality of available data and describe the key-data gaps and the uncertainties associated with estimates, predictions, and data used from similar situations. The methods of accommodating these gaps and uncertainties in the ESIA should be well stated and presented by the Consultant. When estimated values are used in place of data, the Consultant will be required to provide the uncertainty limits associated with these values and perform an appropriate sensitivity analysis.

The environmental and social aspects require different sampling methodologies, scales, intensity and timeframes to provide enough information to assess the potential impacts on the environmental and social values of an area. Consequently, the Consultant will be expected to set out when baseline assessments should ideally be commenced during the Project development stages.

The baseline should provide:

- a) current state of analysis;
- b) basis for extrapolation of the current situation (by modelling etc.) and development of future scenarios with (and potentially without) the Project (i.e. impacts);
- c) opportunities to identify value-adding initiatives to contribute to sustainable development; and
- ad) basis for mitigation, management and monitoring of impacts.

All data collected during the course of this Project will ultimately belong to THE EMPLOYERS'S and will be transferred through the course of the Project, either through a database system or another means to be proposed by the Consultant. The Consultant should make specific proposals in relation to the transfer of data related to social assessment and consultation where the identities of persons consulted or providing data sets needs to remain confidential.



## **Legislative and Regulatory Framework**

The Consultant shall identify and describe the pertinent updated regulations and standards, both local and international, governing the environmental quality, health and safety, protection of sensitive areas, land use control at the national and local levels and ecological and socio-economic issues. Thereafter, the Consultant shall identify the Project activities that should comply with the identified regulations.

## **Stakeholder Engagement updates**

The Consultant should include a program of stakeholder engagement as part of the impact assessment process which will conform national requirements.. The updated SEP shall include an updated stakeholder engagement procedure and a grievance mechanism.

The work will include thorough consultations and meetings with all parties concerned (affected population or their representatives; local, regional, and national authorities; representatives of the scientific community; NGOs; etc.).

It is essential that, as part of the ESIA process, an accurate record is kept of all stakeholder consultation activities including issues raised, and concerns which are dealt with during the course of the ESIA process. It is recommended that a database or similar mechanism is developed by the Consultant to adequately track all stakeholder interactions.

All engagement and consultation with local stakeholders must have prior approval from each mine.

## **Determination of impacts of project facilities and activities**

From the detailed field study, the Consultant shall analyse and describe all significant changes brought about by each facility/activity. These would encompass environmental, ecological and social impacts, both positive and negative, as a result of each facility/activity intervention that are likely to bring about changes in the baseline environmental and social conditions. The methodology proposed should be fully described and include how the significance of impacts will be rated; the magnitude, extent, duration, frequency and reversibility of the impacts. The Consultant will make a prioritization of all concerns identified and differentiate between short, medium, long-term and cumulative impacts during construction, operation and decommissioning. The Consultant shall also identify both temporary and permanent impacts. A detailed outline and discussion of specific conditions that might affect the environment which are unique to the type of facility and/or operation being audited should be provided.

## **Development of management plans to mitigate negative impacts**

The Consultant shall develop comprehensive environmental and social management plans. The plans should recommend a set of mitigation, monitoring and institutional measures to eliminate, minimize or reduce to acceptable levels of adverse environmental impacts and/or maximize socio-economic benefits.

The Consultant will develop a conceptual mine closure plan with initial cost estimates that will form an addendum to the ESIA document.

The Consultant should provide cost outlays for the proposed mitigation measures as well as their institutional and financial support, time frame and responsibility. This shall be provided for all the Project phases, including mine closure. Mitigation and management proposals shall be submitted to Rutongo Mines in draft form so that the implications of such proposals can be assessed. Feedback will be provided to the Consultant.



## Development of monitoring plans

The Consultant is required to give a specific description, and technical details, of monitoring measures for both EMP and SAP, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, definition of thresholds that will signal the need for corrective actions as well as deliver a monitoring and reporting procedure. The Consultant should provide a time frame and implementation mechanism, staffing requirements, training and cost outlays.

## ESIA Reporting

The structure of the integrated ESIA report will be determined by national legislation but would likely include the following items and should be elaborated for the specific activities and scale under assessment.

1. Executive summary. Concisely discusses significant findings and recommended actions.
2. Policy, legal, and administrative framework. Discusses the policy, legal, and administrative framework within which the ESIA is carried out, including the Rwandan EIA requirements. Identifies relevant international environmental and social agreements to which the country is a party.
3. Project description. Concisely describes the proposed Project and its geographic, ecological, social, and temporal context, including any offsite investments that may be required (e.g., dedicated pipelines, access roads, power plants, water supply, housing, and raw material and product storage facilities). Indicates the need for any resettlement plan. Includes a map showing the Project site and the Project's area of influence.
4. Baseline data. Assesses the dimensions of the study area and describes relevant physical, biological, and socio-economic conditions, including any changes anticipated before the Project commences. Also takes into account current and proposed development activities within the Project area but not directly connected to the Project. Data should be relevant to decisions about Project location, design, operation, or mitigatory measures. The section indicates the accuracy, reliability, and sources of the data.
5. Environmental and social impacts. Predicts and assesses all stages of the Project, including direct/indirect/induced and cumulative impacts etc., indicating the Project's likely positive and negative impacts, in quantitative terms to the extent possible. Identifies mitigation measures and any residual negative impacts that cannot be mitigated. Explores opportunities for environmental enhancement. Identifies and estimates the extent and quality of available data, key data gaps, and uncertainties associated with predictions, and specifies topics that do not require further attention.
6. Analysis of alternatives. Systematically compares feasible alternatives to the proposed Project site, technology, design, and operation--including the "without project" situation--in terms of their potential environmental impacts; the feasibility of mitigating these impacts; their capital and recurrent costs; their suitability under local conditions; and their institutional, training, and monitoring requirements. For each of the alternatives, quantifies the environmental impacts to the extent possible, and attaches economic values where feasible.
7. Environmental Management Plan (EMP). Covers mitigation measures, monitoring, and institutional strengthening.
8. A mine closure plan to be developed as a separate appendix.
9. Social Action Plan (SAP). Covers mitigation measures, monitoring, and institutional strengthening.
10. Appendixes
  - a. List of ESIA report preparers--individuals and organizations, with their qualifications and expertise.
  - b. References--written materials both published and unpublished, used in study preparation.
  - c. Record of consultation meetings, including consultations for obtaining the informed views of the affected people and local nongovernmental organizations (NGOs). The record specifies any means other than consultations (e.g., surveys) that were used to obtain the views of affected groups and local NGOs.
  - d. Each specialist report detailing the study undertaken, the analysis and interpretation of data/information, impact assessment and management/mitigation.
  - e. Tables presenting the relevant data referred to or summarized in the main text.
  - f. List of associated reports.

## Deliverables

The Consultant shall prepare the following as a minimum:

- An application and Project Brief to relevant regulatory authorities (Rwanda Development Board/REMA;)
- An ESIA (including Scoping Report and SEP) and EMP/SAP in accordance with ToR's agreed with the regulatory authorities and the terms outlined in this ToR including closure plan and cost;

A first draft Scoping Report, SEP, ESIA, EMP/SAPs shall be prepared and submitted to THE EMPLOYERS 'for review in each case prior to release to any external party.

Electronic deliverables shall be in Microsoft Office editable formats (e.g. Word, Excel, Project, PowerPoint), AutoCAD data geo-referenced and in DXF or DWG format. The following number of hard copies of the final reports should be included in the budget:

•5 copies of the Scoping Report; and

•5 copies of the final ESIA

All documents should be submitted in an agreed electronic format as well.

All deliverables shall be submitted in English. All reports must be reviewed and edited internally by the Consultant prior to submission to the company. Reports that have been poorly written and edited will be returned to the Consultant for this work to be corrected. No report will be reviewed for technical accuracy by THE EMPLOYERS'S until the reports are of an acceptable standard in this regard.

THE EMPLOYERS'S will provide timely review of documents, channelled through the designated company person. The Consultant can build into the proposed ESIA schedule the following review times for ESIA deliverables:

- Scoping Report (including SEP): one week.
- Draft ESIA Report: two weeks.
- Draft RAP/LRP: two weeks. Final ESIA reports: one week (assuming minor changes).

### Approval

The Consultant shall present the required reports for approval by the relevant authorities. The Consultant shall be responsible for making any modifications that the authorities may demand before approval of the report. Time must also be provided for the Public Hearing process which will form part of this approval.

When dealing with complex social and environmental issues, it is important that appropriately qualified and experienced specialists are engaged to review and update the ESIA. The assignment has to be carried out by a qualified team of independent local experts, with appropriate environmental and social impact assessment background and experience in the sector and region.

The Consultant will provide, and may subcontract, services in the various applicable fields and should clearly indicate when expert specialists (whether independent or from other firms) will comprise part of the Project team. Where required by applicable law, the service providers will be properly registered or qualified with the appropriate governmental agency.



The Consultant must present in its proposal the proposed key personnel and describe their roles and responsibilities relative to the Project, including qualifications, expertise and experience; with past project experience that has included International level reporting. They should provide a Project organization chart and list the roles and responsibilities of key project team members.

The Consultant will provide a full list and CVs for all professionals involved in the baseline studies as well as a list the analytical laboratories to be used in the baseline data program.

The Employer reserves the right to disapprove the use of specific service providers by the Consultant.

**ANNEXURE "B"**

**TOTAL ESTIMATED COSTS**

**Table 1**

Item no.	Description of scope of work	Total
<b>1</b>	<b>Inception Phase (Phase 1)</b>	
1.1	Preparation for inception phase site work and workshop (includes travel logistics and presentation to inform the workshop).	220
1.2	Inception site visit (1 day per mine site) and workshop (one day workshop). This includes attendance of the groundwater specialists, social specialist, RCS and the in-country Lead.	5 890
1.2.1	Social specialist	5 140
1.2.2	RCS	3 360
1.2.3	In-country Lead	2 928
1.3	Inception report (single report that will cater for all three mine sites).	1 849
	<b>TOTAL (Excl. VAT, WHY, etc.)</b>	<b>19 387</b>

gy  RSH

**Table 2: Detailed cost breakdown for the Musha Mine**

Item no.	Description of scope of work	Total (USD)
<b>1</b>	<b>Gap Analysis - Specialist Mobilisation</b>	
1.1	Prepare detailed Baseline ToR (presentation format) and workshop this with Trinity Metals. SLR will assist with training Trinity Metals staff (or similar) to gather baseline information.	1 140
1.2	Logistical arrangements to mobilise specialist teams.	301
<b>2</b>	<b>Gap Analysis – Compliance (Phase 1)</b>	
2.1	Review existing Mining Licences to identify any potential gaps compared to what occurs at each mine site.	1 869
2.2	Preparation of the detailed Gap Analysis Report.	2 129
<b>3</b>	<b>Specialist assessments (Phase 1 continuation)</b>	
3.1	Specialist appointment and management of specialists and review of specialist reports.	1 613
3.2	Geochemistry Assessment.	16 962
3.3	Climate Change Risk Assessment.	2 032
3.4	Air Quality Impact Assessment.	19 686
3.5	Heritage Impact Assessment.	4 573
3.6	Groundwater Impact Assessment.	37 291
3.7	Hydrology Assessment.	34 997
3.8	Social Impact Assessment.	32 066
3.9	Biodiversity Assessment (Terrestrial and Aquatic).	11 343
<b>4</b>	<b>Updated ESIA Phase (Phase 2)</b>	
4.1	Compilation of an updated ESIA.	18 059
4.2	Address Trinity Metals comments.	710
<b>5</b>	<b>Project management and administration</b>	
5.1	General project management and administration (assumes 8 hours per month).	5 676
5.2	Monthly progress meetings (assumes 1 hour per month for a period of 8 months) via virtual means and monthly reporting (costed for as part of Nyakabingo budget).	-
<b>TOTAL (Excl. VAT, WHT, etc.)</b>		<b>190 445</b>

**Table 3: Detailed cost breakdown for the Rutongo Mine**

Item no.	Description of scope of work	Total (USD)
<b>1</b>	<b>Gap Analysis - Specialist Mobilisation</b>	
1.1	Prepare detailed Baseline ToR (presentation format) and workshop this with Trinity Metals. SLR to assist with training Metals staff (or similar) to gather baseline information.	1 140
1.2	Logistical arrangements to mobilise specialist teams.	495
<b>2</b>	<b>Gap Analysis – Compliance (Phase 1)</b>	
2.1	Review existing Mining Licences to identify any potential gaps compared to what occurs at each mine site.	1 869
2.2	Preparation of the detailed Gap Analysis Report.	2 129
<b>3</b>	<b>Specialist assessments (Phase 1 continuation)</b>	
3.1	Specialist appointment and management of specialists and review of specialist reports.	1 613
3.2	Geochemistry Assessment.	15 716
3.3	Climate Change Risk Assessment.	2 032
3.4	Air Quality Impact Assessment.	19 686
3.5	Noise Impact Assessment.	8 780
3.6	Heritage Impact Assessment.	4 573
3.7	Groundwater Impact Assessment.	45 528
3.8	Hydrology Assessment.	34 997
3.9	Social Impact Assessment.	31 016
3.10	Biodiversity Assessment (Terrestrial and Aquatic).	11 343
<b>4</b>	<b>Updated ESIA Phase (Phase 2)</b>	
4.1	Compilation of an updated ESIA.	18 059
4.2	Address Trinity Metals comments.	710
<b>5</b>	<b>Project management and administration</b>	
5.1	General project management and administration (assumes 8 hours per month).	5 676
5.2	Monthly progress meetings (assumes 1 hour per month for a period of 8 months) via virtual means and monthly reporting (costed for as part of Nyakabingo budget).	-
<b>TOTAL (Excl. VAT, WHT, etc.)</b>		<b>205 360</b>

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**Table 4: Detailed cost breakdown for the Nyakabingo Mine**

Item no.	Description of scope of work	Total (USD)
<b>1</b>	<b>Gap Analysis - Specialist Mobilisation</b>	
1.1	Prepare detailed Baseline ToR (presentation format) and workshop this with Trinity Metals. SLR will assist with training Trinity Metals staff (or similar) to gather baseline information.	1 140
1.2	Logistical arrangements to mobilise specialist teams.	301
<b>2</b>	<b>Gap Analysis - Compliance and Nyakabingo Feasibility Study review (Phase 1)</b>	
2.1	Review existing Mining Licences to identify any potential gaps compared to what occurs at each mine site.	1 869
2.2	Review feasibility work completed for the Nyakabingo Mine.	710
2.3	Preparation of the detailed Gap Analysis Report.	2 602
2.4	Address Trinity Metals comments.	473
<b>3</b>	<b>Specialist assessments (Phase 1 continuation)</b>	

Item no.	Description of scope of work	Total (USD)
3.1	Specialist appointment and management of specialists and review of specialist reports.	1 613
3.2	Geochemistry Assessment.	24 410
3.3	Climate Change Risk Assessment.	2 032
3.4	Air Quality Impact Assessment.	9 843
3.5	Noise Impact Assessment.	8 780
3.6	Heritage Impact Assessment.	4 573
3.7	Groundwater Impact Assessment.	38 052
3.8	Hydrology Assessment.	34 997
3.9	Social Impact Assessment.	31 016
3.10	Biodiversity Assessment (Terrestrial and Aquatic).	11 343
3.11	Land use mapping.	2 098
<b>4</b>	<b>Updated ESIA Phase (Phase 2)</b>	
4.1	Compilation of an updated ESIA.	18 059
4.2	Address Trinity Metals comments.	710
<b>5</b>	<b>Project management and administration</b>	
5.1	General project management and administration (assumes 6 hours per month).	5 676
5.2	Monthly progress meetings (assumes 1 hour per month for a period of 8 months) via virtual means and monthly reporting.	2 838
<b>TOTAL (Excl. VAT, WHT, etc.)</b>		<b>203 133</b>

## ANNEXURE C

### CONSULTANTS PROJECT OBJECTIVES, METHODOLOGY AND APPROACH

#### **4. OBJECTIVES FOR THE PROJECT**

The key objectives for the Project includes:

- Defining the current environmental, cultural and social environments for all three mining operations;
- Identifying and assessing the current environmental, cultural and social impacts for all three mining operations;
- Developing mitigation measures and monitoring programmes to manage current environmental, cultural and social impacts for all three mining operations; and
- Providing recommendations for the future expansion projects for all three mining operations.

#### **5. METHODOLOGY AND APPROACH**

The overall ESIA methodology focusses on three critical success factors that, which if executed effectively will result in informed decision-making within the ESIA process:

- Proactively undertake the scoped specialist assessment(s) so that a detailed environmental and social baseline informs the site planning and the ESIA Process;
- Open engagement with key stakeholders groups, other government regulatory agencies, surrounding communities, surrounding private landowners and non-government organisations (NGO's); and
- Critical Assessment of the risks associated with the Project and Implementation of the mitigation hierarchy to avoid, manage, or mitigate environmental and social impacts.

For this Project, the Scope of Work has been broken down into four phases, illustrated in Figure 5-1 below. The detailed Scope of Work and methodology associated with each phase is provided in the sections below. It is important to note, that the sections below outline the approach required during each Phase. The relevant roles and responsibilities of the Team members linked to these phases is discussed in Sections 8.2.

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Figure 5-1: Overview of the ESIA process

For this proposal, it is assumed that a full ESIA process will be required, as illustrated above. During the Inception Phase for the Project, investigations will be undertaken to confirm if a shorter process can be followed given the nature of the project.

### 5.1 INCEPTION PHASE (PHASE 1)

There are numerous uncertainties regarding what information is currently available, details pertaining to historical activities and the nature of current activities at the three mines. It was therefore confirmed during a clarification call with Trinity Metals, which took place on 17 March 2023, that the proposal needs to cater for an Inception Phase. The Inception Phase is therefore crucial to confirming the Scope of Work for the Project and to ensure that the consultant's approach is consistent with Trinity Metals expectations. The Inception phase will include a site visit (one day per mine site) and a one-day workshop to agree on scope, timing, budget, roles, and responsibilities. Key team members forming part of the Inception Phase include the project managers from SLR, the Social Specialist (including RCS) and the in-country partner. As part of the Inception Phase, provision has been made to have discussions with the RDB (Rwanda Development Board), to confirm if a shorter ESIA process can be followed.

The Inception Phase will be undertaken for all three mines combined whereas the following Phases will be undertaken for each mine separately.

The completion of Phase 1 includes a final reviewed Inception Report which will clearly outline the Project scope of work, ESIA process, clarifications of the Terms of Reference, timing, budget and roles and responsibilities for all three mine sites.

### 5.2 PROJECT BRIEF (PHASE 2)

The Project Brief Phase will include the submission of a Project Brief, via an online portal. The purpose of the Project Brief is to provide the RDB with sufficient information regarding the Project, for the RDB to prepare and

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Issue the Terms of Reference for the Project. It is anticipated that the Terms of Reference from the RDB will be issued within two weeks from submission, following which the RDB will request a site visit to the various mines.

The completion of Phase 2 includes the preparation and submission of a Project Brief to the RDB to support the compilation of the Terms of Reference. Separate Project Briefs will be submitted for each mine.

### 5.3 SCOPING PHASE (PHASE 3)

Once the RDB has accepted the Project Brief, the Scoping Phase of the Project will commence and will involve the initiation of specialist assessments and the stakeholder engagement process. Further detail is provided in the Sections below.

#### 5.3.1 Initial stakeholder engagement

Key to any ESIA process is the development of an effective and inclusive Stakeholder Engagement Plan (SEP) that aims to understand and address the concerns of stakeholders and follows the Rwanda regulations and IFC Performance Standards. The SEP will be developed from the onset of the Scoping Phase with the key objective to solicit input from stakeholders who may have an interest in, or potentially be impacted by, the Project. For the purpose of this proposal, stakeholders can broadly be classified as the local, regional and national authorities; representatives and members of the of the community and Non-Government Organisations. Stakeholder consultation would be initiated from the start of the Project and would continue throughout the ESIA processes.

The development of the SEP will focus on the following keys aspects:

- Desktop study and collation of existing stakeholder engagement records, contact lists, etc.
- Meeting with Trinity Metals (virtual) to collate stakeholder lists and activities inclusive of stakeholder identification and mapping (including impact zoning). This will include:
  - Listing stakeholder groups and their interests;
  - Mapping each group according to the degree to which they are impacted by the Project and their capacity to influence them;
  - Categorising stakeholders according to their current relationship (e.g. supportive, supportive with conditions, neutral, negative); and
  - Prioritising stakeholders for engagement based on the stakeholder mapping.

A grievance reporting mechanism (GRM) will be developed with the SEP in consultation with Trinity Metals.

Following the compilation of the SEP, the initial stakeholder engagement will commence and will include the distribution of a Background Information Documents (BID), the placement of site notices and the publication of advertisements to inform stakeholders of the Project and to provide stakeholders with the opportunity to raise initial concerns and comments for consideration during the ESIA phase. It is recommended that the BID and site notice be translated into Kinyarwanda (the translation costs will be managed by Trinity Metals) as it is understood that this is the most commonly spoken language in the area.

#### 5.3.2 Specialist assessments

With reference to Section 5.1, there are numerous uncertainties regarding what information is currently available, details pertaining to historical activities and the nature of current activities at the three mines. It was therefore confirmed during a clarification call with Trinity Metals, which took place on 17 March 2023, that the



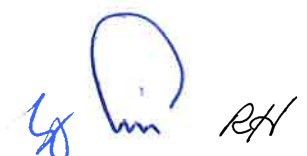
proposal needs to cater for an Inception Phase to define the Scope of Work clearly. For the purpose of this proposal, the specialists have assumed that there is no baseline information available for the three mining operations. The information provided in the section below is a worst case scenario. It follows that there is a high probability that certain specialist tasks as outlined in this section, will change following the Inception Phase.

At the onset of the Scoping Phase, the various specialist teams will be mobilised. A summary of the Specialist Assessments which have been identified for the Project area included in Table 5-1 below. For a breakdown of the specialist team members roles, and responsibilities, refer to Section 8.2.

**Table 5-1: Specialist Assessments**

Specialist Study	Approach
<b>Climate Change Risk Assessment</b>	<p>The Climate Change Risk Assessment will be undertaken in accordance with the requirements of the Equator Principles IV (2020) and IFC Performance Standards (2012), as well as the GHG Protocol Corporate Accounting and Reporting Standard (2015) and IPCC Guidelines for National GHG Inventories (2006). The Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• Review of the legal, policy, and planning context to provide a broad overview of the project's climate-related legal, policy, and planning context.</li> <li>• Briefly describe the current and projected changes in climate in two climate scenarios (SSP1 - best case and SSP5 - worst case) for the periods (2020-2039) and (2040-2059). This includes mean annual temperature, number of very hot days, mean annual rainfall, and largest 1-day rainfall.</li> <li>• Provide a broad overview of Rwanda national GHG emissions inventory and international emissions reduction commitments.</li> <li>• Qualitative assessment of the climate-related risks to the Project, project-affected communities, and Project-affected ecosystems.</li> <li>• Qualitative assessment of the impact of the project-related emissions on Rwanda's international emissions reduction commitments.</li> <li>• Identify high-level measures to mitigate the climate-related risks and project-related emissions.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Geochemical Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• Defining the current baseline conditions through the review of available data and undertaking a gap analysis.</li> <li>• The development of a comprehensive site sampling program for all three mines sites will target waste rock material, product and tailings material.</li> <li>• Undertake geochemical analysis which will focus on determining the following: <ul style="list-style-type: none"> <li>○ Total concentrations on solids;</li> <li>○ Leachate concentrations on solids;</li> <li>○ Acid base accounting (ABA), Net acid generation (NAG), Carbon and Sulphur speciation;</li> <li>○ XRD mineralogy;</li> <li>○ SPLP leachate analysis for source term input; and</li> <li>○ Leachate water quality analysis.</li> </ul> </li> <li>• Undertake a geochemical source term modelling and risk assessment and identify appropriate measures to manage current impacts.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>

Specialist Study	Approach
<b>Air Quality Impact Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• To contextualise the Project area, a baseline assessment will be conducted for each concession area. This will include: <ul style="list-style-type: none"> <li>○ A review of the existing available information to identify information gaps.</li> <li>○ A detailed description of the mining site and current operations.</li> <li>○ A review of applicable air quality legislation and international guidelines.</li> <li>○ Review of potential health effects associated with atmospheric emissions from current operations.</li> <li>○ Identification of neighbouring sensitive receptors, including adjacent communities (as applicable).</li> <li>○ Identification of neighbouring air pollution sources and qualitative review of the receiving environment.</li> <li>○ Assessment of prevailing meteorological conditions using three years of site representative meteorological data (provided by the Client and if available). Should insufficient meteorological monitoring data be available, a high-level review of regional weather patterns will be provided using available literature.</li> <li>○ Assessment of ambient air quality conditions by analysing available ambient air quality monitoring data. Should insufficient ambient air quality monitoring data be available for the focus area, a baseline air quality monitoring survey will be undertaken.</li> </ul> </li> <li>• Baseline monitoring one month at each mining site will be undertaken to measure ambient concentrations of particulate matter (specifically TSP, PM<sub>10</sub> and PM<sub>2.5</sub>) during the dry season (as a worst-case).</li> <li>• Particulate concentrations will be measured using a Dustroid continuous analyser or equivalent. This will occur at a single location within each mining area or alternatively at the nearest sensitive receptor on a prevailing wind trajectory for one month. The Dustroid can also supply baseline measurements of meteorological variables (i.e. wind speed and direction, rainfall, etc.) for the monitoring period.</li> <li>• Monitoring data will be statistically analysed, graphed and mapped.</li> <li>• Assess the impact of particulate emissions on the receiving environment by comparing measured ambient concentrations with national standards and international guidelines.</li> <li>• Identification of mitigation measures and monitoring requirements for the current operations in line with international best practice.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Terrestrial Biodiversity Assessment (Fauna and Flora)</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• A desktop analysis, will be undertaken through a literature search, which will generate lists of all potentially occurring threatened, endemic / restricted-range species and potentially significant concentrations of migratory species. The review will also include publicly available databases such as the Global Biodiversity Information Facility, the Cornell Laboratory's Birds of the World Online database, and citizen science databases such as iNaturalist and eBird. Basic characterisation of broad habitats / vegetation communities will be undertaken using Google Earth imagery. This initial habitat classification will also guide selecting sufficient sample sites to allow for appropriate sample coverage of each mine site.</li> <li>• Field surveys will be undertaken at each mine site (one day per mine site). Field time at each site will allow for data to be collected in all represented habitats, but will focus on any habitats that are likely to support threatened or restricted-range species.</li> </ul>



Specialist Study	Approach
	<ul style="list-style-type: none"> <li>The baseline ecological state of each mine site, including a vegetation / habitat map and an ecological importance map (which will include any areas of high sensitivity) will be determined. This will be followed by a classification of all terrestrial habitat in the Project site as Natural or Modified as per IFC definitions and a screening of all potentially occurring Critical Habitat-qualifying features.</li> <li>The significance of all project-related impacts will be assessed and measures recommended to mitigate these impacts in line with the appropriate sequence in the Mitigation Hierarchy.</li> <li>Provide recommendations for future expansion projects.</li> </ul>
<b>Aquatic Biodiversity Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>A desktop review will be undertaken. Key sources of available information that will be consulted in a desktop review will include: regional biodiversity reports such as relevant IUCN reports and Red list of threatened species (<a href="http://www.iucnredlist.org">www.iucnredlist.org</a>); Global Biodiversity Information Facility (<a href="http://www.gbif.org">www.gbif.org</a>); Global information system on fishes (<a href="http://www.fishbase.org">www.fishbase.org</a>); African Dragonflies and Damselflies Online (<a href="http://addo.adu.org.za/">http://addo.adu.org.za/</a>), Published data on key species (various sources), and any other data in the possession of the mine operators. These sources will be used to identify presence of potentially threatened or priority species and to guide the field work sampling.</li> <li>Baseline data on aquatic ecosystems will be collected from at least two nominal sites for each project.</li> <li>Field measurements will be made of pH, electrical conductivity, temperature and turbidity using Extech meters.</li> <li>Diatoms have been included in the aquatic assessment as it aids in discerning between flow and water quality drivers. Diatom samples will be collected by brushing in-stream vegetation into a tray of water and putting samples in vials for export via courier to lab in South Africa for analysis.</li> <li>Two indices are used to derive a Present Ecological State (PES) for biological water quality. Diatom results will also be interpreted using the Trophic Diatom Index (i.e. percentage of pollution tolerant diatom valves) and Valve Deformities (i.e. presence of deformities as indicator of possible metal toxicity). Information from other water quality data sources (collected for the ESIA or in the possession of the mine) will be used to interpret impacts on aquatic biota for assessment of impacts.</li> <li>Macroinvertebrates will be sampled by sweep netting marginal emergent and submerged vegetation (where suitable habitat is present) using a standard 30x30 cm net with mesh size of 1 mm. River substrates will be examined and agitated to dislodge specimens clinging to pebbles or rocks where possible.</li> <li>The integrity of aquatic habitats will be assessed at selected sites using the Integrated Habitat Index (IHI) that was developed by Kleynhans (1996).</li> <li>The assessment will be supported by georeferenced photographs to provide a simple visual measure of riverbank stability, woody vegetation cover, and riparian and instream habitat condition. This will be used in combination with the macroinvertebrate and diatom results to classify the riverine habitats as modified or natural in accordance with IFC definitions.</li> <li>Fish will be sampled using a portable electro-fisher, where applicable. Fish will be identified and measured in the field. High resolution field photographs will be taken of each species to assist with identification. Sampling effort will be recorded so that abundances and biomass can be quantified in terms of Catch per Unit Effort (CPUE).</li> <li>Aquatic ecosystems, including wetlands and riparian zones, will be delineated based on a visual assessment of landform, soil form, soil wetness indicators and hydromorphic plant</li> </ul>




Specialist Study	Approach
	<p>species. Approximate boundaries will be delineated based on examination of available Google Earth images. The information will be ground-truthed by classifying aquatic ecosystems at spot locations during the field survey in the vicinity of the mining areas.</p> <ul style="list-style-type: none"> <li>• The significance of all project-related impacts will be assessed and measures recommended to mitigate these impacts in line with the appropriate sequence in the Mitigation Hierarchy.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Noise Impact Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• To contextualise the Project area, a baseline assessment will be conducted for each concession area. This will include: <ul style="list-style-type: none"> <li>◦ A review of the existing available information to identify information gaps;</li> <li>◦ A detailed description of the mining site and current operations;</li> <li>◦ A review of applicable noise legislation and international guidelines;</li> <li>◦ Identification of neighbouring sensitive receptors (as applicable);</li> <li>◦ Identification of any neighbouring sources of environmental noise; and</li> <li>◦ A review of available noise monitoring data. Should insufficient noise monitoring data be available for the focus area, a baseline noise monitoring survey will be undertaken.</li> </ul> </li> <li>• Noise monitoring will be undertaken for the measurement of existing noise levels at all the mining operations and at proximate Noise Sensitive Receptors (NSR). The objective of this monitoring is to determine current impacts and provide a baseline against which the potential effects of Trinity Metal's future projects can be compared. The proposed monitoring protocol is described as follows: <ul style="list-style-type: none"> <li>◦ Conduct site inspections to identify proximate NSR and in consultation with the Client, select suitable noise monitoring positions (comprising of both fence-line and offsite/receptor locations).</li> <li>◦ Conduct day and night-time measurements using an accredited and calibrated Class 1 integrating sound level meter. The monitoring will be conducted in accordance with ISO 1996-1: 2016: Acoustics – Description, Measurement and Assessment of Environmental Noise - Part 1 Basic Quantities and Assessment Procedures.</li> <li>◦ Measurements will be conducted in 15-minute intervals between 06h00 and 22h00 for daytime monitoring, and 22h00 and 06h00 for night-time assessment periods.</li> <li>◦ The number of monitoring locations can only be determined on completion of the site inspection, however, will be limited by the monitoring intervals/times specified above and the available time in which measurements can be practically achieved.</li> </ul> </li> <li>• Assess the impact of particulate emissions on the receiving environment through comparison of measured ambient concentrations with national standards and international guidelines.</li> <li>• Identification of mitigation measures and monitoring requirements for the current operations in line with international best practice.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Soil, Land Use and Land Capability Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• The cost proposal is based on an initial desktop assessment of existing documents, including any soil reports and soil data that may have been included in the original ESIA and EMP reports. Any available information will be compared to international requirements and standards for assessment. The desktop screening will also identify possible no-go areas for future projects and any site sensitivities that can be detected on a desktop level.</li> <li>• Once the level of available baseline data has been verified, the data gaps will be identified. A site visit plan will be compiled (if a site visit will be necessary).</li> </ul>

Specialist Study	Approach
	<ul style="list-style-type: none"> <li>• Mapping of soil types, land uses and capability will be prepared for the three mine sites.</li> <li>• The current impact of the Project on soil resources, land capability and land use will be determined. Appropriate mitigation measures to address the impacts will be developed.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Hydrology Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• Review of all available information and undertake a gap analysis.</li> <li>• Collate information from external sources on site conditions, regional topography and known hydrological parameters and identify sensitive receptors.</li> <li>• Update the comprehensive description of the receiving hydrological environment and baseline hydrology.</li> <li>• Identification of possible no-go areas or site sensitivity areas related to surface water and to be considered for future expansion projects.</li> <li>• Assessment of current impacts and development of mitigation measures and monitoring programmes.</li> </ul>
<b>Traffic</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• The purpose of the Baseline Traffic Assessment is to provide baseline information on the status-quo of the existing road network adjacent to the existing mines and to identify any constraints (risks) that could be relevant to the existing activities. In order to determine the status quo of the existing adjacent road network and intersections in terms of vehicle traffic volumes and road safety, data will be collected as follows: <ul style="list-style-type: none"> <li>◦ Obtaining and reviewing all existing traffic engineering related documentation that has been gathered as part of previous studies, in order to determine which information can be utilised as part of further investigations, and to determine information requirements (gap analyses).</li> <li>◦ Conduct 12-hour manual vehicle traffic counts (06:00 to 18:00) at intersections to be identified in order to determine vehicle traffic volumes on the adjacent road networks.</li> <li>◦ Conduct a visual inspection in terms of geometry and road safety of the existing relevant road network and affected intersections by means of a site visit.</li> <li>◦ Due to the nature of the developments and the location, a total of 12 days on site is expected to conduct data collection and evaluations, of which 7 of the 12 days are expected to be for manual vehicle traffic counts.</li> </ul> </li> <li>• Identify potential constraints (risks) for the current baseline situation.</li> <li>• Determine mitigating measures that could possibly be required to mitigate the current impact on the adjacent road network and intersections due to vehicle traffic that is generated as part of the existing developments.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Heritage Impact Assessment</b>	<p>The proposed Scope of Work is as follows:</p> <ul style="list-style-type: none"> <li>• A desktop study which is aimed at compiling as much information as possible regarding the known heritage resources within and surrounding the Project areas. The desktop study will cover the following: <ul style="list-style-type: none"> <li>◦ Archival documents and maps will be accessed and studied to provide historical background to the study area as well as the identification of heritage resources located there.</li> <li>◦ For the identification of palaeontological, archaeological and cultural heritage sites, firstly a National Cultural Heritage Site Register will be consulted in Malawi's Sites and Monuments Registry. And then, all relevant published works related to cultural heritage and archaeology will be consulted to review and assess what has already been studied in the project area.</li> </ul> </li> </ul>

Specialist Study	Approach
	<ul style="list-style-type: none"> <li>• Aerial photographs will be utilised to identify possible places where archaeological sites might be located.</li> <li>• A focussed site visit will be conducted by a team of PGS to verify desktop findings and gather information on the general state of tangible and intangible heritage in the direct impact and buffer areas for the three mines.</li> <li>• Identification of heritage-sensitive areas in the form of a Screening and background document.</li> <li>• Describe the existing environment associated with the Project in terms of its heritage, archaeology and palaeontology as well as the sensitivity of the surrounding areas to any change.</li> <li>• Identify as far as possible the likely scope, scale and significance of heritage, archaeological and palaeontological impacts.</li> <li>• Make recommendations on the scope of and extent of the CHIA to be done.</li> <li>• Determine in consultation with the Department of Antiquities and other governmental role players the process and scope of the implementation of the CHIA study in the larger SEIA.</li> <li>• Provide recommendations for future expansion projects.</li> </ul>
<b>Social Impact Assessment</b>	<p>The aim of the Social Assessment is to understand the impact of the Project on the receiving social environment. The proposed approach to the Social Assessment includes:</p> <ul style="list-style-type: none"> <li>• Inception Phase: The Social Specialist team will attend the inception meeting with the intent to: <ul style="list-style-type: none"> <li>○ Review existing documentation, including EIS, to confirm the identified gaps;</li> <li>○ Confirm the terms of reference for the SIA and stakeholder engagement process;</li> <li>○ Develop a detailed field work plan to collect social data in the Project areas;</li> <li>○ Confirm the proposed work plan and project timeline; and</li> <li>○ Provide input into the Inception Report.</li> </ul> </li> <li>• Desktop Statistic Information and Mapping: The Social Specialist team will undertake desktop mapping of all visible social features within or within proximity to the project site, transmission line and access roads. Mapping will be verified on-site as part of the site investigations. In addition, the Social Specialist team will collect freely available secondary social statistical data (census, etc).</li> <li>• Interview Programme (Authorities): The Social Specialist Team will undertake interviews with selected local authorities. While the exact authorities will be determined during the Inception Phase, they are expected to include (1) livelihood analysis, (2) town council and town departments, (3) the land board, (4) local authorities, (5) the community representatives, and (6) Area Councillor.</li> <li>• Interview Programme (Local Communities): The Social Specialist Team will undertake interviews with the leadership of the Communities, as well as focus group meetings with men, women, using the Project site from these communities.</li> <li>• Impact Assessment: The Social Specialist Team will prepare an Impact Assessment chapter for inclusion into the SIA Report, based on the findings of the baseline data collection and the latest Project description provided by the Client. The impact assessment will use a pre-set impact assessment methodology to allow for seamless integration into the ESIA Report. The impact assessment will broadly assess key thematic areas including (1) land acquisition and resettlement, (2) impacts on grazing and access rights, (3) gender-based violence (GBV), human rights and ecosystem services, (4) vulnerable people, (5) community health, safety, and security, and (6) labour aspects as they relate to the project and local communities. Given the isolated nature of the site, these thematic areas will be broadly covered in sub-sections of the SIA report and are not full, freestanding assessments in the own right.</li> </ul>



Specialist Study	Approach
	<ul style="list-style-type: none"> <li>• <b>Social Management Plan:</b> The Social Specialist Team will prepare a Social Management Plan (SMP) as a separate chapter in the SIA Report, and which will be seamlessly integrated in the overarching ESMP. The SMP will include the following sub-plans: <ul style="list-style-type: none"> <li>○ <b>Stakeholder Engagement Plan &amp; Grievance Mechanism:</b> The Social Specialist Team will prepare a Project level Stakeholder Engagement Plan &amp; Grievance Mechanism. Given the isolated nature of the site and expected minimal social impacts, this will not be a full free-standing report, but rather will be a subsection of the SMP or short procedure appended to the SMP.</li> <li>○ <b>Gender and Gender-Based-Violence / Sexual Exploitation and Abuse Plan (GBV/SEA) Plan:</b> The Social Specialist Team will prepare a Project level gender integration and Gender-Based-Violence / Sexual Exploitation and Abuse Plan which will provide particular focus on the construction phase. Given the isolated nature of the site and expected minimal social impacts, this will not be a full free-standing report, but rather will be a subsection of the SMP.</li> <li>○ <b>Community Health, Safety &amp; Security Management Plan:</b> The Social Specialist Team will prepare a Project level Community Health, Safety &amp; Security Management Plan which will provide particular focus on the construction phase. Given the isolated nature of the site and expected minimal social impacts, this will not be a full free-standing report, but rather will be a subsection of the SMP.</li> </ul> </li> <li>• <b>Social Impact Assessment Report:</b> The Social Specialist Team will prepare a free-standing Social Impact Assessment report, that will summarise the finding of the social baseline investigations, impact assessment and will contain the SMP as a separate chapter. A draft will be submitted to the Client for review, prior to its amendment and finalisation.</li> <li>• The study will have a participatory focus. This implies that the study will focus strongly on including the local community and key stakeholders. Participatory methods will be used to identify local economic development opportunities.</li> <li>• Impacts will be rated according to the prescribed impact tables and risks will be calculated using social risk assessment methods.</li> <li>• Information obtained through the stakeholder engagement process will inform the writing of the report and associated documents.</li> </ul>

### 5.3.3 Stakeholder meetings and review of the Scoping Report

The Scoping Report will be prepared and distributed to stakeholders for a period of 30 days for review and comment. A Non-Technical Summary (NTS) of the Scoping Report will also be prepared. It is recommended that the NTS be translated into Kinyarwanda (translation costs to be managed by Trinity Metals) and distributed within the various communities associated with the three mine sites.

During the stakeholder review period of the Scoping Report, it is advised that meetings are undertaken with key stakeholders groups. This is to ensure that all stakeholders are given enough information to understand the context of the Scoping Report and to become informed and educated about the Project and its potential impacts, and how stakeholders can be involved in the ESIA process. Following the stakeholder meetings a comments and response report will be prepared and will form part of the Scoping Report to be submitted to the RDB.

#### 5.3.4 Submission of the Scoping Report to RDB

At the end of the Scoping Phase, a Scoping Report will be submitted to the RDB for decision making purposes. Any relevant comments raised by stakeholders during the Scoping Phase will be documented and recorded in the Scoping Report. It is anticipated that a decision on the Scoping Report will be received from the RDB within a period of two weeks following submission of the Scoping Report.

The completion of Phase 3 includes the preparation and submission of the Scoping Report to the RDB for decision making purposes. The Scoping Report will have been informed by specialist input and comments and concerns raised by various stakeholders groups. Three separate Scoping Reports will be developed for each mine site.

### 5.4 ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT PHASE (PHASE 4)

Following the acceptance of the Scoping Report the ESIA and ESMP for all three mines will be updated and the final stakeholder engagement aspects will be facilitated as detailed in the sections below.

#### 5.4.1 Environmental and Social Impact Report

Impacts will be evaluated using a systematic and objective assessment of likely environmental, social and health impacts of the Project, whether negative or positive. Impact consequence will be evaluated through four factors namely: duration, extent, intensity and significance. Impacts will be evaluated utilising a standard impact assessment scoring and evaluation matrix. The IFC Rapid Cumulative Impact Assessment (CIA) Process (IFC, 2013) will be applied.

On completion of the impact assessment detailed mitigation measures will be recommended. These measures will avoid, minimise and/or compensate or offset such impacts, in that order of priority, to be aligned with the mitigation hierarchy. Any residual negative effects after mitigation measures have been applied will be described. The ESIA will also identify potential development opportunities associated with the Project and in collaboration with Trinity Metals, discuss the feasibility of integrating these opportunities. These may include enhancement measures for both biophysical and social aspects. Particular attention will be given to any development strategy that relates to vulnerable people who may have been impacted by current activities.

The outcome of the impact assessment will be documented in an ESIA report which will include the contents as required by the relevant guidelines and lender requirements. The report will describe:

- The legal and institutional framework for the Project.
- The Project, any buildings to be retained and associated facilities as well as the applicable alternatives taken forward to the impact assessment.
- Findings of the baseline specialist assessments.
- Detailed assessment of environmental, cultural and social impacts.
- Detail mitigation measures.
- Detailed monitoring measures.
- Summarise the key outcomes of the stakeholder engagement process undertaken.

The ESIA report will be supported by GIS sensitivity maps illustrating the location and extent of the Project and environmental and social receptors.



#### 5.4.2 Environmental and Social Management Plan

SLR will develop an ESMP that will incorporate all the mitigation measures identified as part of the ESIA report. The objective of the ESMP will be to provide practical actions for implementation of the Project's environmental and social mitigation obligations in line with Rwanda legislation and lender standards. The ESMP will provide the basis against which the required mitigation can be resourced, monitored and reported on.

The obligations stipulated in the ESMP and roles of responsible entities along with performance indicators will be clearly indicated. Furthermore, the ESMP will include project specific monitoring controls and parameters based on international best practice and appropriate guidelines. The ESMP will include a register of current applicable permits and will incorporate the relevant provisions of Trinity Metals Health and Safety policies, regulations, and procedures.

#### 5.4.3 Stakeholder engagement hearing and review of the ESIA and ESMP

The ESIA and ESMP will be prepared and distributed to stakeholders for a period of 30 days for review and comment. A NTS of the ESIA and ESMP will also be prepared. It is recommended that the NTS be translated into Kinyarwanda (translation costs to be managed by Trinity Metals) and distributed within the various communities associated with the three mine sites.

During the stakeholder review period, the ESIA and ESMP is subjected to a formal public hearing in order to:

- Give enough and accessible information to enable stakeholders to understand the context of the ESIA.
- Become informed and educated about the Project and its potential impacts.
- Identify issues of concern to local stakeholders.
- Provide suggestions for enhanced benefits and commenting on alternatives.
- Verify that stakeholder comments, issues of concern and suggestions have been captured and considered in the process.
- Continually engage on issues that may affect stakeholders and project affected people.

A GRM will be developed with the SEP in consultation with Trinity Metals and will be presented to all parties. Following the public meeting a consolidated comments and response report will be prepared and will form part of the ESIA.

#### 5.4.4 Submission of the ESIA and ESMP to RDB

At the end of this Phase the updated ESIA and ESMP reports will be submitted to the RDB for decision making purposes. Any relevant comments raised by stakeholders during this phase will be documented and recorded in the ESIA and ESMP Report. It is anticipated that a decision on the ESIA and ESMP Reports will be received from the RDB within a month following submission of the reports.

The completion of Phase 4 will include the preparation and submission of three separate updated ESIA and ESMP reports (inclusive of all Specialist Assessments) to the RDB for consideration.



**ANNEXURE D**

**REVISED SCOPE**

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### 3.1.1.2 Baseline monitoring programme

Certain specialist components require monitoring at each of the mine sites to inform the gathering of baseline information. There are currently no formal monitoring programmes in place at any of the mine sites. As part of the Gap Analysis Phase, SLR and the specialists will assist Trinity Metals in identifying where sampling needs to be undertaken and what equipment will be needed.

To provide a comprehensive overview of the current baseline conditions, which will assist the specialists in determining the impact of the current mine, baseline monitoring will need to be undertaken for a period of six months to support the ESIA updates. This is required to ensure a true representation of the site conditions during the dry and wet seasons are obtained. Even though the specialists will finalise their specialist assessments based on data gathered over six months, the monitoring programme must continue to be implemented by Trinity Metals as part of operational practices.

SLR will assist with the initial monitoring exercise, however, continuous monthly monitoring at each of the mine sites will be required, using existing Trinity Metals staff, as part of the ESIA updates. Trinity Metals will need to appoint existing staff members at each mine site to gather baseline information monthly. SLR will provide the initial upfront training when on site; however, it will be the responsibility of the Trinity Metals appointed staff members to ensure that the monthly monitoring is undertaken. To gather baseline information, it is anticipated that one individual needs to be allocated to the Musha and the Nyakabingo Mines. Due to the Rutongo Mine size, it is recommended that two individuals will be needed.

In terms of the monitoring programme, the following needs to be noted:

- A formal monitoring programme will be developed for groundwater and surface water during the Gap Analysis phase of the project once the initial monitoring undertaken by SLR has been completed. Monthly monitoring is recommended for the first six months to ensure a true representation of the site conditions during the dry and wet seasons are obtained. Based on the results, SLR may advise that the frequency of the long term monitoring programmes is reduced.
- SLR will undertake a single noise monitoring campaign in the dry season. There is no need to continue monitoring noise as a single noise campaign will be sufficient to determine the current baseline conditions for the purpose of the updated ESIA. As part of compiling the Noise Impact Assessment Report, SLR will however advise if any noise monitoring is required for the long term continuation of the operations.
- Air quality monitoring will be undertaken by SLR in the dry season to cater for lender requirements. This is deemed sufficient to define the current baseline required to inform the updated ESIA. As part of compiling the Air Quality Impact Assessment Report, SLR will however advise what the monitoring programme will entail for the long term continuation of the operations.
- A once-off geochemical sampling and aquatic sampling exercise (both wet and dry season for the aquatics component) is deemed sufficient for the purpose of the updated ESIA.

Standalone specialist assessment reports will be prepared for the mine site at the end of the Gap Analysis phase. These specialist assessments will be used to inform Phase 2 of the project ESIA.



### 3.1.2 Compliance Assessment

The mine sites operate in accordance with existing ESIA and ESMPs. As part of the Gap Analysis Phase, SLR will review the existing ESIA and ESMPs and Mining Licences to identify any potential gaps compared to what is currently occurring at each mine site. SLR will highlight any gaps and provide mechanisms to address non-compliances.

Completing the Gap Analysis Phase will include a stand-alone Gap Analysis Report detailing the findings of the compliance assessment for each mine site and recommendations on addressing any non-compliances.

### 3.1.3 Review of the Nyakabingo Mine Feasibility Study

A Feasibility Study has been compiled for the Nyakabingo Mine. As part of the Gap Analysis Phase, SLR will undertake a detailed review to ascertain if the level of detail provided in the Feasibility Study is sufficient for the future expansion to form part of the updated ESIA for the Nyakabingo Mine (refer to Section 3.2 for further detail). SLR will also inform Trinity Metals of any possible gaps and will detail the way forward on how to address any gaps to ensure that lender requirements are met.

Completing the Gap Analysis Phase will include a stand-alone Gap Analysis Report detailing how to address any gaps (if applicable) in the Nyakabingo Feasibility Study and whether the future expansion projects can be included in the updated ESIA.

## 3.2 Updated ESIA (Phase 2)

Numerous current environmental and social risks were noted during each mine site's Inception Phase site visit. With reference to Sections 2.1.2, 2.2.2 and 2.3.2, these risks primarily relate to the management of wastewater, legacy issues, the proximity of communities to existing mining operations and unlawful mining (particularly at the Rutongo Mine site). It is understood that Trinity Metals is seeking funding for current improvement plans. It is important to note that the current situation at each mine site is unlikely to meet international requirements due to the current environmental and social risks.

To address these current risks, SLR will prepare an updated ESIA for each mine site. The updated ESIA's for each mine site will provide the following information:

- Detailed project description of each of the mine sites.
- Detailed information on the current baseline, which will be informed by the outcome of the baseline work outlined in Section 3.1.1).
- Detailed discussion of the current environmental and social risks.
- Development of an ESMP which will take into consideration any existing commitment for each of the mines, as outlined in the existing ESMPs, together with new improvement commitments to addressing the current environmental and social risks.
- The ESMP will include a detailed plan outlining the time and costs required to implement the improvement plans.
- Details of the ongoing monitoring programme for each of the mine sites.



The benefits of developing the updated ESIA for the mine sites are the following:

- The updated ESIA's can be used to obtain financial support from lenders to assist with funding improvement plans to address current environmental and social risks.
- The advantage of this approach is that it will demonstrate Trinity Metals' commitment to environmental and social improvement, which will place Trinity Metals in a better position when financial support is required for future projects.
- The improvement plans set out in each of the updated ESIA's will assist in improving the current environmental and social performance at each mine site.

As part of developing the updated ESIA for Rutongo, consideration will also be given to developing a Masterplan. The Masterplan will focus on identifying strategic initiatives that not only address some of the environmental and social risks but also support the communities in improving living conditions and job opportunities for community members.

As outlined in Section 3, the Rwandan Legislation does not have a legal mechanism to revise an outdated ESIA and ESMP, which is already approved. It follows that the ESIA's will be updated to cater for lender requirements only. No formal Rwandan authorisation process or stakeholder engagement will be undertaken as part of the ESIA updates, as this is not deemed necessary for existing and approved activities and infrastructure.

The completion of the updated ESIA Phase will include the completion of separate ESIA Reports for each mine site.

### 3.3 Future ESIA projects (Phase 3)

The Feasibility work to support the future expansion projects at the Musha Mine is anticipated to commence in the next six months. The detailed Feasibility work to support the requirements of the production increase at the Rutongo Mine has not commenced. It follows that the future ESIA Phase for the expansion projects will only commence once the feasibility work for each of these mines has been completed and is of a sufficient level of information. This has not been included in the current scope of work nor forms part of the costing.

In terms of the Nyakabingo Mine (refer to Section 3.1.3), a Feasibility Study is available; however, SLR will undertake a detailed review of the study to ascertain if the level of detail provided in the Feasibility Study is sufficient to be included in the ESIA update for the Nyakabingo Mine. If the level of detail is sufficient, the updated ESIA for the Nyakabingo Mine, as outlined in Section 3.2, will incorporate the future Nyakabingo expansion projects. If this is the case, a formal Rwandan authorisation process (project brief, Scoping Report, ESIA and stakeholder engagement), will be required as part of the ESIA update. This has not been included in the current scope of work nor forms part of the costing.

If the level of detail provided in the Nyakabingo Mine Feasibility Study is not sufficient, to meet lender standards, a separate ESIA may be required, if Trinity Metals is not able to wait for the Feasibility Study to be updated. This will, however, be confirmed as part of the Gap Analysis work outlined in Section 3.1.3.

The completion of the future ESIA Phase will include the completion of future ESIA and ESMPs for each mine site to cater for future expansion projects. This may not apply to the Nyakabingo Mine site if the level of detail in the Feasibility Study is sufficient to meet lender standards.



The benefits of developing the updated ESIA for the mine sites are the following:

- The updated ESIA's can be used to obtain financial support from lenders to assist with funding improvement plans to address current environmental and social risks.
- The advantage of this approach is that it will demonstrate Trinity Metals' commitment to environmental and social improvement, which will place Trinity Metals in a better position when financial support is required for future projects.
- The improvement plans set out in each of the updated ESIA's will assist in improving the current environmental and social performance at each mine site.

As part of developing the updated ESIA for Rutongo, consideration will also be given to developing a Masterplan. The Masterplan will focus on identifying strategic initiatives that not only address some of the environmental and social risks but also support the communities in improving living conditions and job opportunities for community members.

As outlined in Section 3, the Rwandan Legislation does not have a legal mechanism to revise an outdated ESIA and ESMP, which is already approved. It follows that the ESIA's will be updated to cater for lender requirements only. No formal Rwandan authorisation process or stakeholder engagement will be undertaken as part of the ESIA updates, as this is not deemed necessary for existing and approved activities and infrastructure.

The completion of the updated ESIA Phase will include the completion of separate ESIA Reports for each mine site.

### 3.3 Future ESIA projects (Phase 3)

The Feasibility work to support the future expansion projects at the Musha Mine is anticipated to commence in the next six months. The detailed Feasibility work to support the requirements of the production increase at the Rutongo Mine has not commenced. It follows that the future ESIA Phase for the expansion projects will only commence once the feasibility work for each of these mines has been completed and is of a sufficient level of information. This has not been included in the current scope of work nor forms part of the costing.

In terms of the Nyakabingo Mine (refer to Section 3.1.3), a Feasibility Study is available; however, SLR will undertake a detailed review of the study to ascertain if the level of detail provided in the Feasibility Study is sufficient to be included in the ESIA update for the Nyakabingo Mine. If the level of detail is sufficient, the updated ESIA for the Nyakabingo Mine, as outlined in Section 3.2, will incorporate the future Nyakabingo expansion projects. If this is the case, a formal Rwandan authorisation process (project brief, Scoping Report, ESIA and stakeholder engagement), will be required as part of the ESIA update. This has not been included in the current scope of work nor forms part of the costing.

If the level of detail provided in the Nyakabingo Mine Feasibility Study is not sufficient, to meet lender standards, a separate ESIA may be required, if Trinity Metals is not able to wait for the Feasibility Study to be updated. This will, however, be confirmed as part of the Gap Analysis work outlined in Section 3.1.3.

The completion of the future ESIA Phase will include the completion of future ESIA and ESMP's for each mine site to cater for future expansion projects. This may not apply to the Nyakabingo Mine site if the level of detail in the Feasibility Study is sufficient to meet lender standards.

**ANNEXURE E**

**PROGRAMME**

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## ANNEXURE F

### CONSULTANTS COST ESTIMATE AND SPECIALIST STUDY ASSUMPTIONS

**Table 10-1: Assumptions linked to cost**

Item	Detail
<b>Inception Phase (Phase 1)</b>	
<b>Site visit</b>	<ul style="list-style-type: none"><li>• This proposal assumes that Trinity Metals will arrange accommodation and the in-country travel arrangements as part of the inception Phase.</li><li>• This proposal makes provision for a member from SLR, the Social Specialist, the in-country lead and RCS to attend the Inception site visit and workshop.</li><li>• It is assumed that one day will be required to visit each of the mine sites with a one day workshop.</li></ul>
<b>Project Brief (Phase 2)</b>	
<b>Project Brief</b>	<ul style="list-style-type: none"><li>• Provision has been made to submit a Project Brief for each mine site.</li><li>• It is understood that the Project Brief must be submitted via a online portal.</li><li>• No provision has been made for a meeting with the RDB prior to the submission of the Project Brief.</li><li>• Provision has been made for the in-country ESIA Lead to attend a site visit with the RDB, should this be requested.</li></ul>
<b>Scoping Phase (Phase 3)</b>	
<b>Initial stakeholder engagement</b>	<ul style="list-style-type: none"><li>• Provision has been made for the preparation of a BID and site notice which will be translated into Kinyarwanda. This proposal assumes that Trinity Metals will manage any translation related costs associated with the BID and site notice.</li><li>• This proposal assumes that Trinity Metals will assist with the distribution of the BID and and the placement of site notices.</li></ul>



Handwritten initials and signature in blue ink.

Item	Detail
	<ul style="list-style-type: none"> <li>• This proposal assumes that Trinity Metals will be responsible for the printing of the BID and site notices.</li> <li>• Provision has been made for the placement of an advertisement in one paper.</li> </ul>
<b>Stakeholder meetings and review of the Scoping Report</b>	<ul style="list-style-type: none"> <li>• Provision has been made for the development of a NTS, which will be translated into Kinyarwanda only. This proposal does not make provision for the translation of the NTS, as it is assumed that this will be managed by Trinity Metals.</li> <li>• This proposal does not make provision for any printing costs associated with the NTS or the Scoping Report as it is assumed that this will be managed by Trinity Metals.</li> <li>• This proposal assumes that Trinity Metals will assist with the distribution of the NTS and the Scoping Report.</li> <li>• This proposal assumes that Trinity Metals will deliver the Scoping Report to the RDB.</li> <li>• It is assumed that all the relevant meetings for all three mines sites can be undertaken over a period of 8 days. The intension is that the stakeholder meetings will take place during the review period of the Scoping Report to assist in understanding the content of the Scoping Report, particularly by community members.</li> <li>• The 8 days on site assumes that 3 days will be required to meet with all relevant local, regional and national authorities and any NGO's. It is assumed that meetings within communities for all three mine sites can be catered for over a 5 day period. This is deemed to be a worse case scnearion and if this amount of time is not needed, this will be a saving to the Project.</li> <li>• SLR and the in-country ESIA Lead will be present at the Scoping Phase stakeholder meetings.</li> </ul>
<b>ESIA and ESMP Phase (Phase 4)</b>	
<b>Stakeholder meetings and review of the ESIA and ESMP</b>	<ul style="list-style-type: none"> <li>• Provision has been made for the development of a NTS, which will be translated into Kinyarwanda only. This proposal does not make provision for the translation of the NTS, as it is assumed that this will be managed by Trinity Metals.</li> <li>• This proposal does not make provision for any printing costs associated with the NTS and the ESIA and ESMP as it is assumed that this will be managed by Trinity Metals.</li> <li>• This proposal assumes that Trinity Metals will assist with the distribution of the NTS and and ESIA and ESMP.</li> <li>• This proposal assumes that Trinity Metals will deliver the EISA and ESMP Reports to the RDB.</li> <li>• It is assumed that all the relevant community hearings for all three mines sites can be undertaken over a period of 5 days.</li> <li>• SLR and the in-country ESIA Lead will be present at the ESIA and ESMP community hearings</li> <li>• Provision has been made for a possible meeting with the RDB, is this is requested.</li> </ul>
<b>General</b>	
<b>Travel</b>	<ul style="list-style-type: none"> <li>• This proposal assumes that the ESIA team and the specialists have made provision for flight costs.</li> <li>• It is assumed that Trinity Metals will arrange all accomodation for the ESIA team and specialists and will also manage all in-country travel costs and logistics.</li> <li>• No provision has been made for any of the specialist teams to attend any community or regulatory meetings.</li> </ul>


Item	Detail
<b>Cost</b>	<ul style="list-style-type: none"> <li>• Laboratory services and sub-consultants will be charged at cost plus 10%.</li> <li>• This proposal assumes a worse case scenario in terms of cost. Following the Inception Phase, revisions to the costs will be made.</li> <li>• The cost estimate (Table 9-1) only provides for the scope of work as set out, subject to the assumptions set out in Appendix B. Any additional work forming part of an appointment will require an adjustment to the cost estimate.</li> <li>• It must further be noted that any material changes to provided information may create additional costs and project delays through the need to amend existing studies or to conduct additional studies.</li> <li>• Costs associated with any medicals (general health and safety) have been excluded from this proposal and if required, will be invoiced for separately.</li> <li>• Apart from stakeholder engagement documents (BID, site notice and NTS), all documentation will be prepared in English only.</li> <li>• Where sampling is required, this proposal assumes that the specialists will manage this process, however the costs and logistics of transporting the samples to South Africa for testing, will be the responsibility of Trinity Metals.</li> <li>• This proposal assumes that the client comments will be provided as a single set of consolidated comments.</li> <li>• No provision has been made for any meetings with lenders.</li> <li>• This proposal does not make provision for the development of any Action Plans, as it is assumed that this will be managed directly by Trinity Metals.</li> </ul>
<b>Information</b>	<ul style="list-style-type: none"> <li>• SLR will be provided with all relevant project documentation, including applicant information, property information shapefiles of the site and sufficient activity detail in order to describe the project and all its alternatives within one week of this information being requested. If the figures, drawings, or data are in a format that requires additional work, this may require an adjustment to the cost estimate.</li> <li>• SLR would be provided all of the required information timeously, in order to ensure that the deadlines and budgets can be met.</li> <li>• SLR will make use of free satellite imagery for any GIS mapping, e.g. Google Earth, should no other data be available. We assume the quality of imagery will be sufficient to enable detailed analysis. The costs associated with obtaining any additional digital data are not included in SLR's cost estimate and will be an additional expense if SLR is required to purchase such data.</li> </ul>
<b>Health and safety</b>	<ul style="list-style-type: none"> <li>• The safety of staff and sub-contractors is a primary concern to SLR. If SLR staff conclude, from a position of knowledge and experience, that it is unsafe to enter any area during the onsite fieldwork, they have the ability and responsibility to refuse to do so. SLR reserves the right to postpone or cancel any SLR site visits if the area or proposed travel route is perceived to be unsafe by the SLR Health and Safety management team.</li> </ul>
<b>Validity of proposal</b>	<ul style="list-style-type: none"> <li>• This proposal will only remain valid for a period of 30 days from 14 April 2023.</li> </ul>
<b>Proposed Project Team</b>	<ul style="list-style-type: none"> <li>• Should circumstances prevent the staff included in this proposal from being available for the Projects, SLR will endeavour to replace such staff with staff that have a comparable background and level of experience. CVs can be provided as and when necessary.</li> </ul>
<b>Project management and meetings</b>	<ul style="list-style-type: none"> <li>• This proposal only makes provision for a high-level Project Schedule. Should SLR be appointed to undertake the work, a detailed project Schedule in MS Projects will be prepared.</li> </ul>


Item	Detail
	<ul style="list-style-type: none"> <li>Provision has been made for a kick-off meeting with Trinity Metals, including all specialists at the start of the project. The kick-off meeting will be undertaken via virtual means.</li> <li>Provision has been made for monthly progress meetings (virtual) for the duration of the project. In addition to this, monthly progress reports will also be provided.</li> </ul>

### SPECIALIST STUDY ASSUMPTIONS

The assumptions linked to each of the Specialist Assessment is provided in the table below.

Specialist Study	Assumptions / Exclusions
Climate Change Risk Assessment	<ul style="list-style-type: none"> <li>It is assumed that the site visit to all three mines can be visited in two-day site visit.</li> <li>Trinity Metals will provide all the required information to quantify the operational GHG emissions of the three mines. Limited allowance has been made for the capturing or processing of data.</li> </ul>
Geochemical assessment	<ul style="list-style-type: none"> <li>On completion of the baseline, gap analysis and desktop study, SLR will propose the number of composite sediment and water samples to ensure a representative sampling protocol. Once approved by the client, arrangements for any HSE requirements, visa applications, travel arrangements and induction training for site access will commence and once finalised the SLR field team will be mobilised. Due to the limited information available at the time of drawing up of this proposal, the Senior Geochemist has costed for 6 composite sediment materials (Waste Rock, Tailings, Pit wall, Run of Mine and low-grade stockpiles etc.) and 12 water samples to be analysed for each mine site.</li> <li>Should Trinity Metals request additional samples added to, this will require an adjustment to the cost estimate and professional fees.</li> <li>In country site visit and sampling costs are not included, as it is assumed that this will be managed by Trinity Metals they will arrange and pay for these costs.</li> <li>It is assumed the client will arrange transportation, storage, clearing agent fees, custom clearance in both countries and door to door deliver to the designated accredited geochemistry laboratory.</li> </ul>
Heritage assessment	<ul style="list-style-type: none"> <li>The study areas for the assessment will be based on a high-level desktop assessment with a focussed site visit and will not be a full field based assessment at this stage.</li> <li>Baseline assessments for the three mines will focus on the immediate impact area with a 50 meter buffer additional to the impacted footprint area.</li> <li>The combined assessment area is approximately 600 ha (200 ha per mine site).</li> </ul>
Air and Noise Assessment	<ul style="list-style-type: none"> <li>The budget presented assumes that the baseline monitoring for air and noise will run concurrently and therefore the travel costs for site work are shared between mines and Projects accordingly. As such, individual mines nor the scope for noise or air cannot be awarded in isolation without the necessary adjustment to the disbursement budgets.</li> <li>The disbursement budget is costed as follows: <ul style="list-style-type: none"> <li>Air travel, taxi, parking, and subsistence is included and charged at an estimated cost. Should there be a significant increase in these expenses between the date of this proposal and the scheduling of fieldwork, the budget for these expenses will require adjustment.</li> </ul> </li> </ul>


Specialist Study	Assumptions / Exclusions
	<ul style="list-style-type: none"> <li>o No allowance is made for accommodation or airport and inter-site transfers. It is understood that the Client will cater for accommodation and in country travel between sites and the airport. SLR's consultant will need to be in Rwanda for one month.</li> <li>• No allowance is included for any site visits (other than for the baseline air quality and noise surveys described), project management meetings (other than one specialist kick-off meeting), public participation/stakeholder engagement meetings or authority requested meetings.</li> <li>• The following is excluded but can be costed for on request: <ul style="list-style-type: none"> <li>o Site visits and project management meetings.</li> <li>o Public participation/stakeholder engagement meetings or authority requested meetings.</li> <li>o Specialist modelling assessments.</li> <li>o The development of any air quality or noise management plans (e.g. dust management plan, etc.)</li> </ul> </li> </ul>
<b>Terrestrial and Aquatic Assessment</b>	<ul style="list-style-type: none"> <li>• Provision has only been made for a high level screening of critical habitat only.</li> <li>• No detailed habitat and land use mapping will be performed.</li> <li>• One day site visit per concession area focussed on the vicinity of the existing mine activities, with two days travel.</li> <li>• Assumes mine staff member will accompany team.</li> <li>• Assumes access and permissions to mine areas will be facilitated by mine staff and cleared before fieldwork.</li> <li>• No allowance for rain interruption to fieldwork, or other unforeseen delays.</li> </ul>
<b>Social Assessment</b> <b>Impact</b>	<ul style="list-style-type: none"> <li>• This proposal only provides an indicative indication of the number of meetings that would be required to support the Project. Following the Inception Phase of these cost may be adjusted, once a better understanding of the site and community structures has been obtained.</li> </ul>
<b>Geohydrology Assessment</b>	<p>This proposal does not make provision for a Geohydrological Assessment as it is understood that Trinity Metals has a preferred groundwater specialists and as such this aspect will be managed directly by Trinity Metals.</p>
<b>Traffic assessment</b>	<ul style="list-style-type: none"> <li>• The cost of the detailed design for any intersection layout, should it be required at any point is excluded from this proposal.</li> <li>• The cost to conduct a detailed Road Safety Audit, is excluded from this scope of work.</li> <li>• Any relevant costs in terms of access application fees or application for upgrading of any existing intersections has been excluded.</li> </ul>
<b>Hydrology Assessment</b> <b>Impact</b>	<ul style="list-style-type: none"> <li>• The development of a SWMP, site wide water balance model and impact assessment have not been included for in this proposal.</li> <li>• Allowance for the design of infrastructure has not been included for in this proposal.</li> <li>• The hours provided for the baseline study assume that the climate data will be from the same sources.</li> <li>• The Hydrology Assessment does not make provision for floodline modelling and the development of a water balance. These aspects can form part of the ESMP in terms of recommendations for future projects.</li> </ul>


Specialist Study	Assumptions / Exclusions
	<ul style="list-style-type: none"> <li>The Hydrology Impact Assessment does not make provision for the collection of surface water samples. This was to be managed by the Geohydrology team as part of the hydrocensus. As Trinity Metals will be managing the groundwater specialist work directly, this proposal assumes that the preferred specialist will collect surface water samples on SLR's behalf.</li> </ul>
<b>Seismic Assessment</b>	<ul style="list-style-type: none"> <li>This proposal does not make provision for a Seismic Assessment. It has been confirmed with input from Trinity Metals that this is not required.</li> </ul>



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