



SCHOOL OF LAW

**AN EXAMINATION OF THE ADEQUACY OF UGANDA'S PRODUCTION
SHARING LEGAL FRAMEWORK IN PROTECTING HOST COMMUNITIES: A
CASE STUDY OF THE BUNYORO REGION**

Simon Kasangaki

REG NO: 2025/HD09/26248U

STUDENT NO: 2500726248

SUPERVISOR: Dr. Benson Tumasirwe

**A RESEARCH DISSERTATION SUBMITTED TO THE SCHOOL OF LAW IN
PARTIAL FULFILMENT OF THE REQUIREMENTS FOR THE AWARD OF THE
DEGREE OF MASTER OF LAWS OF MAKERERE UNIVERSITY**

OCTOBER 12, 2026

DECLARATION

I, Simon Kasangaki, declare that this dissertation is my original work and has not been submitted to any other university or institution for the award of any degree or other qualification. Where the work of other scholars has been used, it has been duly acknowledged.

Signature: _____



Date: _____

12 / 10 / 2026,

Simon Kasangaki

REG NO: 2025/HD09/26248U

CERTIFICATION

This is to certify that this dissertation has been submitted for examination with my approval as
University Supervisor.

Signature: 

Date: 12th October 2026

Dr. Benson Tumasirwe

School of Law, Makerere University

DEDICATION

I remain profoundly grateful to my late mother, **Kyokuhair Grace**, whose love, encouragement, and unwavering belief in me inspired me throughout my academic journey.

Her memory remains a constant source of strength, and I dedicate this achievement to her.

ACKNOWLEDGEMENTS

I am deeply grateful to God for the good health and wisdom that has enabled me to undertake and successfully complete this Master's degree.

I sincerely thank my family for their love, patience, encouragement, and steadfast support throughout this journey.

Finally, I express my sincere appreciation to my supervisor, **Dr. Benson Tusasirwe**, for the invaluable guidance and support throughout this research. His commitment to academic excellence greatly contributed to the successful completion of this work in time.

TABLE OF CONTENTS

Declaration	I
Certification	II
Dedication	III
Acknowledgements	IV
Table of Contents	V
List of Acronyms	XII
Primary Sources	XIV
A. International Treaties	XIV
B. International Soft Law Instruments	XIV
C. National Legislation	XV
i. Constitution	XV
ii. Acts of Parliament	XV
iii. Subsidiary Legislation	XVI
D. Policy and Other Governmental Instruments	XVI
List of Tables	XVII
Abstract	XIX
CHAPTER ONE	1
INTRODUCTION	1
1.1 Introduction	1
1.2 Background of the Study	2
1.3 Statement of the Problem	3
1.4 Objectives of the Study	4
1.4.1 General Objective	4
1.4.2 Specific Objectives	4
1.5 Research Questions	4
1.6 Theoretical and Analytical Framework for Assessing the Adequacy of Uganda's PSA Regime	5
1.6.1 Introduction	5
1.6.2 The Public Trust Doctrine	5
1.6.2.1 Conceptual Foundation	5
1.6.2.2 Justification for Application of the Public Trust Doctrine to Uganda's Petroleum Governance	6
1.6.2.3 Application of the Public Trust Doctrine in this Study	7

1.6.3 Rights-Based Theory of Natural Resource Governance	8
1.6.3.1 Conceptual Foundation	8
1.6.3.2 Justification for Application of Rights-Based Theory to Uganda's Petroleum Governance	8
1.6.3.3 Application of Rights-Based Theory in this Study	10
1.6.4 Integration of the Two Theories: A Unified Analytical Framework	11
1.6.5 Operationalisation: The Adequacy Assessment Matrix.....	11
1.7 Literature Review.....	13
1.7.1 Conceptualising Production Sharing Agreements (PSAs).....	13
1.7.2 The Resource Curse, Oil Governance, and Host Communities.....	13
1.7.3 PSAs and Community Benefit-Sharing	15
1.7.4 Transparency, Participation, and PSAs.....	16
1.7.5 Environmental and Gender Dimensions of PSAs.....	16
1.7.6 Legal Adequacy of PSAs under Uganda's Framework.....	17
1.7.7 Recent Scholarship on Community Participation, Displacement and Revenue Management.....	18
1.7.8 Land Acquisition, Valuation and Resettlement	19
1.7.9 Synthesis and Research Gap	21
1.8 Significance of the Study	22
1.9 Scope of the Study	24
1.9.1 Geographical Scope	24
1.9.2 Thematic Scope.....	24
1.9.3 Temporal Scope	25
1.10 Methodology	25
1.10.1 Research Design.....	25
1.10.2 Sources of Legal Materials	26
1.10.3 Empirical Data Collection.....	27
1.10.4 Analytical Framework and Doctrinal Methods.....	29
1.10.5 Strategy for Analysing PSAs in a Context of Confidentiality	30
1.10.6 Ethical Considerations	30
1.10.7 Data Management and Analysis Process	31
1.10.8 Limitations of the Study.....	32
1.11 Chapter Synopsis	33
CHAPTER TWO	35

THE LEGAL AND CONTRACTUAL FRAMEWORK GOVERNING OIL PRODUCTION SHARING IN UGANDA	35
2.1 Introduction.....	35
2.2 Constitutional Foundations of Petroleum Governance	36
2.2.1 State Ownership and Public Trust over Petroleum Resources.....	36
2.2.2 Property Rights and Compulsory Acquisition	37
2.2.3 Access to Information	39
2.2.4 Environmental Rights	39
2.2.5 National Objectives and Directive Principles of State Policy	40
2.3 Primary Petroleum Legislation	40
2.3.1 The Petroleum (Exploration, Development and Production) Act, Cap 161	41
(a) Purpose, Scope, and Constitutional Grounding.....	41
(b) Institutional Architecture.....	41
(c) Licensing Regime and Community Interests	42
(d) Transparency and Information Access	42
(e) Environmental Compliance	43
2.3.2 The Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162	44
2.4 Land and Environmental Law Framework	44
2.4.1 The Land Act, Cap 236 and the Land Acquisition Act, Cap 235	44
2.4.2 The National Environment Act, Cap 181	47
2.4.3 The Local Governments Act, Cap 138	47
2.4.4 Valuation and Compensation: Bases of Value and the Role of the Chief Government Valuer.....	48
(a) The three bases of value.	48
(b) The statutory rules.	48
(c) District compensation rates.	49
(d) The Chief Government Valuer.	49
(e) Assessment.	50
2.4.5 The Valuation Act, 2026.....	50
2.4.6 Policies and Proposed Legislation on Land Acquisition, Resettlement and Livelihood Restoration.....	54
2.5 The Subsidiary Regulatory Framework	55
2.5.1 National Content Regulations 2016.....	55
2.5.2 Environmental Impact Assessment Regulations.....	56

2.5.3 Social Impact Assessment: The 2020 Environmental and Social Assessment Regulations	57
2.5.4 Waste Management and Audit Regulations.....	58
2.6 The National Oil and Gas Policy 2008	58
2.7 The Model Production Sharing Agreement 2012	59
2.7.1 Structure and Legal Status	59
2.7.2 Fiscal Architecture: Royalty, Cost Oil, and Profit Oil.....	60
2.7.3 Environmental Provisions in the Model PSA	61
2.7.4 Training, Employment, and Local Content.....	62
2.7.5 Confidentiality and Transparency Limitations	63
2.7.6 Stabilisation Clause and Its Implications	64
2.7.7 Dispute Resolution and Community Exclusion	64
2.8 Coherence and Gaps in the Legal and Contractual Framework	65
2.9 Conclusion	67
CHAPTER THREE	68
AN ASSESSMENT OF HOST-COMMUNITY PROTECTION UNDER UGANDA'S PRODUCTION SHARING LEGAL FRAMEWORK: THE KEY FINDINGS	68
3.1 Introduction.....	68
3.2 Criterion One: Constitutionality	69
3.2.1 The Standard	69
3.2.2 Assessment.....	69
3.3 Criterion Two: Legality and Enforceability.....	73
3.3.1 The Standard	73
3.3.2 Assessment.....	73
3.4 Criterion Three: Participation and Consent	76
3.4.1 The Standard	76
3.4.2 Assessment.....	76
3.5 Criterion Four: Compensation and Resettlement.....	80
3.5.1 The Standard	80
3.5.2 Assessment.....	80
3.5.3 Valuation Standards and the Measure of Loss.....	83
(a) Outdated rates	83
(b) Depreciation	84
(c) Inflation and delay	84
(d) Livelihood loss	85

(e) Groups the law does not recognise	85
(f) Social and cultural loss	85
3.5.4 Domestic Safeguards and International Standards on Involuntary Resettlement Compared	86
(a) The domestic safeguards	87
(b) The international standards	87
(c) Convergence, divergence and inadequacy	88
(d) Assessment	89
3.5.5 Overall Assessment	90
3.6 Criterion Five: Environmental Safeguards	90
3.6.1 The Standard	90
3.6.2 Assessment	91
3.7 Criterion Six: Benefit-Sharing and Local Content	94
3.7.1 The Standard	94
3.7.2 Assessment	94
3.8 Criterion Seven: Institutional Accountability and Oversight	97
3.8.1 The Standard	97
3.8.2 Assessment	97
3.9 Summary Assessment: The Adequacy Matrix Applied	100
3.10 Conclusion	101
CHAPTER FOUR	103
GAPS IN THE LEGAL FRAMEWORK AND COMMUNITY EXPERIENCES IN THE BUNYORO REGION	103
4.1 Introduction	103
4.2 Constitutional and Statutory Gaps	104
4.2.1 Absence of Constitutionally Entrenched Community Participation Rights	104
4.2.2 Inadequacy of Statutory Consultation Requirements	107
4.2.3 Gaps in Compensation Law: Exclusion of Petroleum-Enhanced Value and Absence of Livelihood Restoration	108
4.2.4 The Four-Year Limitation Period and Deferred or Cumulative Harm	110
4.2.5 Absence of Enforceable Community Revenue-Sharing Obligations	111
4.2.6 Fragmentation of Regulatory Responsibilities and Absence of a Unified Community Protection Framework	112
4.3 Contractual Gaps in the Model Production Sharing Agreement 2012	113
4.3.1 The Confidentiality Regime and Community Access to Information	113

4.3.2 Community Obligations in Article 23: Discretion Without Binding Standards ..	115
4.3.3 Dispute Resolution: The UNCITRAL Arbitration Mechanism and Community Exclusion.....	116
4.3.4 National Content Obligations and the Gap from Community Benefit	117
4.4 Institutional Gaps in Oversight and Accountability.....	118
4.4.1 The Petroleum Authority of Uganda: Community Engagement Functions and Capacity	118
4.4.2 NEMA: Environmental Enforcement Gaps and Institutional Capacity.....	119
4.4.3 Parliamentary Oversight: PSA Confidentiality and Scrutiny Constraints	120
4.5 Documented and Empirical Community Experiences in the Bunyoro Region	121
4.5.1 Compensation Delays and Inadequacy in the Tilenga and EACOP Projects	121
4.5.2 Livelihood Disruption and the Absence of Restoration Mechanisms	122
4.5.3 Forced Evictions and Access to Justice	123
4.5.4 Revenue-Sharing Expectations and Documented Conflicts	125
4.6 The Roles and Responsibilities of Other Stakeholders.....	126
4.7 Synthesis: The Systemic Character of Legal Gaps	128
4.8 A Comparative Perspective: Ghana and Nigeria	129
4.9 Conclusion	131
CHAPTER FIVE	133
CONCLUSIONS AND RECOMMENDATIONS	133
5.1 Introduction.....	133
5.2 Conclusions.....	133
5.2.1 Objective One: The Constitutional, Statutory, and Contractual Framework.....	133
5.2.2 Objective Two: The Extent to Which PSAs and Related Laws Protect Host Community Interests.....	134
5.2.3 Objective Three: Legal, Institutional, and Contractual Gaps	136
5.2.4 Objective Four: Reform of the Framework	137
5.3 Recommendations.....	138
5.3.1 Recommendations to Government and Parliament.....	139
(a) Purposive Constitutional Interpretation and Targeted Statutory Consultation Reform	139
(b) Strengthening Existing Law Rather Than a New Standalone Act	139
(c) Amendment of PEDPA and the Land Act to Provide for Full Replacement Cost, Petroleum-Enhanced Value and Mandatory Livelihood Restoration	140
(d) Reform of the PFMA Revenue-Sharing Mechanism to Include Direct Community Allocations	141

(e) Mandatory Disclosure of PSA Terms – Exploding the Confidentiality Myth	141
(f) Completing the Valuation Reform.....	142
5.3.2 Recommendations to the Ministry of Energy and Mineral Development and the International Oil Companies	143
Revision of the Model PSA to Include Binding Community Obligations	143
5.3.3 Recommendations to Regulatory Institutions.....	144
(a) Strengthening Institutional Accountability Through the IGG Rather Than a New Ombudsman	144
(b) Ring-Fenced Resourcing for NEMA Petroleum Sector Oversight	144
5.3.4 Recommendations to Civil Society, Legal Aid Institutions, and Affected Communities.....	145
Mandatory Legal Aid for Communities in Petroleum Compensation Disputes	145
5.3.5 Recommendations to the Judiciary	145
A Role for the Judiciary in Developing Community Protection Jurisprudence	145
5.4 Areas for Further Research	146
5.4.1 Extended Empirical Assessment of Community Experiences and Legal Literacy Across All Affected Districts.....	147
5.4.2 Comparative Analysis of Community Protection Frameworks in East African Petroleum Jurisdictions.....	147
5.4.3 Legal Analysis of the Bunyoro-Kitara Kingdom's Constitutional Status and Resource Rights Claims.....	148
5.4.4 Post-Production Legal Assessment: Revenue Management, Environmental Remediation, and Decommissioning	148
5.5 Closing Reflection	148
BIBLIOGRAPHY	151
A. Books	151
B. Book Chapters	152
C. Journal Articles	152
D. Reports and Policy Documents	153
E. Internet Sources	156
F. Miscellaneous	158
APPENDICES	161
APPENDIX I: KEY INFORMANT INTERVIEW GUIDE.....	161
APPENDIX II: FOCUS GROUP DISCUSSION GUIDE.....	171
APPENDIX III: STRUCTURED QUESTIONNAIRE FOR CSO/NGO PRACTITIONERS	181

LIST OF ACRONYMS

ACODE	Advocates Coalition for Development and Environment
BHRRC	Business and Human Rights Resource Centre
CNOOC	China National Offshore Oil Corporation
CPF	Central Processing Facility
CSO	Civil Society Organisation
CSR	Corporate Social Responsibility
EACOP	East African Crude Oil Pipeline
EITI	Extractive Industries Transparency Initiative
EIA	Environmental Impact Assessment
ESIA	Environmental and Social Impact Assessment
FGD	Focus Group Discussion
FPIC	Free, Prior and Informed Consent
IEA	International Energy Agency
IFC	International Finance Corporation
IGG	Inspectorate of Government
ILO	International Labour Organization
IOC	International Oil Company
KII	Key Informant Interview
LGA	Local Governments Act
NEMA	National Environment Management Authority
NEA	National Environment Act
NOGP	National Oil and Gas Policy

NRGI	Natural Resource Governance Institute
PAU	Petroleum Authority of Uganda
PEDPA	Petroleum (Exploration, Development and Production) Act, Cap 161
PFMA	Public Finance Management Act
PRCTMS Act	Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162
PSA	Production Sharing Agreement
RAP	Resettlement Action Plan
UNCITRAL	United Nations Commission on International Trade Law
UNDRIP	United Nations Declaration on the Rights of Indigenous Peoples
UNOC	Uganda National Oil Company
VOA	Voice of America
WWF	World Wide Fund for Nature

PRIMARY SOURCES

A. International Treaties

African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (Kampala Convention) (adopted 23 October 2009, entered into force 6 December 2012)

International Covenant on Economic, Social and Cultural Rights (adopted 16 December 1966, entered into force 3 January 1976) 993 UNTS 3

ILO Convention No 169 concerning Indigenous and Tribal Peoples in Independent Countries (adopted 27 June 1989, entered into force 5 September 1991)

B. International Soft Law Instruments

Committee on Economic, Social and Cultural Rights, General Comment No 7: The Right to Adequate Housing (Art 11(1)): Forced Evictions (1997) UN Doc E/1998/22, annex IV

Human Rights Council, Basic Principles and Guidelines on Development-based Evictions and Displacement, annex I to the Report of the Special Rapporteur on Adequate Housing (5 February 2007) UN Doc A/HRC/4/18

International Finance Corporation, Performance Standard 1: Assessment and Management of Environmental and Social Risks and Impacts (IFC, 2012)

International Finance Corporation, Performance Standard 4: Community Health, Safety and Security (IFC, 2012)

International Finance Corporation, Performance Standard 5: Land Acquisition and Involuntary Resettlement (IFC, 2012)

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C. National Legislation

i. Constitution

Constitution of the Republic of Uganda 1995 (as amended)

ii. Acts of Parliament

Access to Information Act, Cap 95 (Uganda)

Land Acquisition Act, Cap 235 (Uganda)

Land Act, Cap 236 (Uganda)

Local Governments Act, Cap 138 (Uganda)

National Environment Act, Cap 181 (Uganda)

Occupational Safety and Health Act, Cap 231 (Uganda)

Petroleum (Exploration, Development and Production) Act, Cap 161 (Uganda)

Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162 (Uganda)

Public Finance Management Act, Cap 171 (Uganda)

Valuation Act, 2026 (Uganda)

iii. Subsidiary Legislation

National Environment (Environmental Impact Assessment) Regulations 1998, Statutory Instrument No 13 of 1998 (Uganda)

National Environment (Waste Management) Regulations 1999, Statutory Instrument No 52 of 1999 (Uganda)

National Environment (Audit) Regulations 2006, Statutory Instrument No 23 of 2006 (Uganda)

Petroleum (Exploration, Development and Production) (National Content) Regulations 2016, Statutory Instrument No 47 of 2016 (Uganda)

iv. Bills

Constitution (Amendment) Bill, 2017 (Uganda) (withdrawn)

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D. Policy and Other Governmental Instruments

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Government of Uganda, National Local Content Policy for Petroleum in Uganda (Ministry of Energy and Mineral Development, 2017)

Government of Uganda, National Oil and Gas Policy for Uganda (Ministry of Energy and Mineral Development, February 2008)

Ministry of Energy and Mineral Development, *Land Acquisition and Resettlement Framework* (December 2016)

Ministry of Lands, Housing and Urban Development, *Guidelines for Compensation Assessment under Land Acquisition* (June 2017)

Ministry of Lands, Housing and Urban Development, *National Land Acquisition, Resettlement and Rehabilitation Policy* (Revised Draft, 2018)

Parliament of Uganda, Report of the Committee on Natural Resources on the Petroleum (Exploration, Development and Production) Bill, 2012 (Parliament of Uganda, 2012)

Republic of Uganda, Model Production Sharing Agreement 2012

E. Cases

Irumba Asumani and Peter Magelah v Attorney General and Uganda National Roads Authority (Constitutional Petition No 40 of 2013, Constitutional Court of Uganda)

Kampala District Land Board and Another v Venansio Babweyaka and Others (Civil Appeal No 2 of 2007) [2008] UGSC 3 (11 February 2008)

Omara, Daniel, Advocates for Natural Resources and Development and Resource Rights Africa Limited v Attorney General and Uganda National Roads Authority (Constitutional Petition No 16 of 2021, Constitutional Court of Uganda)

Uganda National Roads Authority v Irumba Asumani and Peter Magelah (Constitutional Appeal No 2 of 2014) [2015] UGSC 22 (29 October 2015)

List of Tables

Table 5.1 Recommendations, Supporting Findings and Type of Response	138
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ABSTRACT

This study examines the adequacy of Uganda's production sharing legal framework in protecting the interests of host communities in the Bunyoro Region of the Albertine Graben. Uganda has adopted the Production Sharing Agreement (PSA) model as the principal contractual instrument governing petroleum development, yet communities in Bunyoro – whose land, livelihoods, environment, and cultural heritage are most directly affected – report persistent grievances over inadequate compensation, restricted participation, environmental harm, and exclusion from petroleum revenues.

The study employs a mixed-methods research design integrating doctrinal legal analysis with qualitative empirical fieldwork conducted in Buliisa, Hoima, and Kikuube districts in May 2026. The doctrinal analysis applies the Public Trust Doctrine and Rights-Based Theory as the twin theoretical frameworks through a structured Adequacy Assessment Matrix of seven criteria: constitutionality; legality and enforceability; participation and consent; compensation and resettlement; environmental safeguards; benefit-sharing and local content; and institutional accountability and oversight. The matrix is applied to the Constitution of Uganda, the Petroleum (Exploration, Development and Production) Act, the Land Act, the National Environment Act, relevant subsidiary legislation, and the Model Production Sharing Agreement 2012. The empirical component comprised Key Informant Interviews with legal experts, government officials, and civil society practitioners, and Focus Group Discussions with affected community members.

The study finds that the framework is formally consistent with the Constitution in its broad architecture but exhibits systemic inadequacies in its community-facing provisions. Environmental safeguards are the most developed dimension. Participation and consent, compensation and livelihood restoration, benefit-sharing, and institutional accountability are materially inadequate. Compensation law excludes petroleum-enhanced land values; no mandatory livelihood restoration obligation exists; the PSA confidentiality regime prevents community access to contractual terms; and communities are structurally excluded from PSA dispute resolution. Fieldwork accounts, read with documentary evidence, are consistent with these legal gaps producing concrete harm, including reported compensation delays of three to five years, loss of livelihoods without restoration support, and unequal access to justice. The study proposes ten targeted reforms addressed to Government, Parliament, the judiciary, the IOCs, civil society, and institutions of learning.

CHAPTER ONE

INTRODUCTION

1.1 Introduction

The discovery of commercially viable petroleum resources in Uganda's Albertine Graben represents one of the most significant developments in the country's post-independence economic history, positioning the petroleum sector as a central pillar of the National Development Plan and a defining test of the State's capacity to translate resource wealth into equitable national development.¹ Uganda is projected to become a major oil producer in East Africa, with the Bunyoro Region – comprising Hoima, Buliisa, Kikuube, Masindi, and parts of Kibaale – accounting for the majority of confirmed oil reserves and key petroleum infrastructure including production fields, processing facilities, access roads, and pipeline corridors.² As a result, Bunyoro represents the primary geographical space where the promises, risks, and tensions associated with oil development are most directly experienced.

Uganda adopted the Production Sharing Agreement (PSA) model as the principal contractual framework governing the relationship between the State and International Oil Companies (IOCs). Under this model, the State retains ownership of petroleum resources while contractors bear exploration and production risks in exchange for a share of production.³ PSAs therefore operate as foundational governance instruments shaping fiscal outcomes, regulatory obligations, and the allocation of environmental and social risks within the petroleum sector. Although PSAs are designed to secure national economic interests and attract foreign investment, their effectiveness in safeguarding the rights and interests of host communities – whose land, livelihoods, environment, and cultural heritage are directly affected – remains a matter of serious legal and policy concern. This concern is not merely academic: it goes to the heart of whether Uganda's petroleum wealth will be translated into durable, equitable development for the communities that bear the greatest burdens of extraction, or whether it

¹ Government of Uganda, National Oil and Gas Policy for Uganda (Ministry of Energy and Mineral Development, February 2008).

² TotalEnergies, 'Tilenga Project Environmental and Social Impact Assessment Non-Technical Summary' (TotalEnergies, 2019), 4–5.

³ Terence Daintith, "The Evolution of Petroleum Contracts" in Terence Daintith (ed), *The Legal Character of Petroleum Licences: A Comparative Study* (Centre for Petroleum and Mineral Law Studies, 1981), 3.

will replicate the patterns of dispossession and marginalisation documented in other resource-rich jurisdictions.

1.2 Background of the Study

Uganda's oil development has reshaped governance of land, environmental regulation, revenue management, and local development, with Bunyoro as the epicentre due to extensive land acquisition, resettlement, restricted resource access, and long-term environmental risks. The scale of this transformation is substantial: the Tilenga and Kingfisher upstream projects, together with the East African Crude Oil Pipeline (EACOP), have required compulsory acquisition of land across multiple districts, resettlement of thousands of project-affected persons, and the construction of infrastructure whose footprint extends across the Albertine Graben and beyond Uganda's borders.⁴ Affected communities report delayed or inadequate compensation, loss of livelihoods, environmental harm, and exclusion from oil-related benefits.⁵

Although the Constitution and petroleum laws guarantee property rights, environmental protection, public trust,⁶ transparency, and equitable benefit-sharing,⁷ how these safeguards operate within PSAs remains unclear. In practice, PSAs are negotiated confidentially between the State and IOCs, with limited disclosure and minimal community participation. This opacity weakens accountability and shifts community protection to discretionary Corporate Social Responsibility (CSR) rather than enforceable legal obligations.⁸ Comparative experience shows that contracts lacking enforceable safeguards often generate conflict, environmental damage, and persistent poverty for host regions.⁹ In Bunyoro, ongoing grievances over land, compensation, environmental impacts, and militarisation point to a gap between formal commitments and outcomes.¹⁰

⁴ TotalEnergies (n 2).

⁵ ACODE, "Oil Development in Uganda: Challenges and Opportunities" (ACODE Policy Research Paper, 2014); Human Rights Watch, "Waiting Here for Death: Forced Displacement and Villagisation in Uganda's Albertine Graben" (2012).

⁶ Constitution of the Republic of Uganda 1995 (as amended), Art 244.

⁷ Ibid, Arts 26, 39, 244; Petroleum (Exploration, Development and Production) Act, Cap 161, s 3.

⁸ Global Witness, "Confidential Contracts and Uganda's Oil" (2014).

⁹ Ivar Kolstad and Arne Wiig, "Is Transparency the Key to Reducing Corruption in Resource-Rich Countries?" (2009) 37(3) World Development 521.

¹⁰ ACODE (n 5).

These grievances are not isolated incidents but recurring patterns documented across successive phases of the sector's development – from the early exploration period following the 2006 discovery announcement, through the licensing and Final Investment Decision phase, to the current construction and early production phase. At each stage, the same structural features recur: confidentiality of the underlying PSAs, limited avenues for community participation in decisions affecting land and livelihoods, and reliance on discretionary rather than binding mechanisms for translating oil revenue into local benefit. This study examines whether Uganda's PSA regime, together with the applicable petroleum, land, and environmental laws, adequately protects host communities in Bunyoro, assessing enforceability, identifying gaps, and proposing reforms aligned with constitutional and public-trust principles.

1.3 Statement of the Problem

The Bunyoro Region hosts most of Uganda's petroleum resources and oil infrastructure, making it the primary site where legal protections for host communities are tested. Despite constitutional guarantees on property, environmental protection, and public trust in natural resources,¹¹ serious questions persist about whether Uganda's legal and contractual framework for oil production sharing adequately protects host-community interests. While the Constitution and petroleum laws emphasise transparency, accountability, and equitable benefit-sharing,¹² PSAs are negotiated confidentially between the State and oil companies, with no direct community participation.¹³ This secrecy raises concerns about transparency, accountability, and the ability of affected communities to understand, influence, or obtain redress for decisions affecting their land and livelihoods. The existing framework also offers limited clarity on the enforceability of key protections, including consent, compensation and resettlement, environmental remediation, cultural safeguards, and benefit-sharing. Civil society and human rights documentation records recurring grievances in Bunyoro over delayed and contested compensation, restricted participation and exclusion from petroleum benefits.¹⁴

¹¹ Constitution (n 6), Arts 26, 39, 244.

¹² Ibid, Art 244(2); Petroleum (Exploration, Development and Production) Act, Cap 161, s 3.

¹³ Global Witness (n 8), 5.

¹⁴ Arthur Bainomugisha, Laban Kasali and others, "Taming the Resource Curse: Reforming Uganda's Petroleum Sector" (ACODE Policy Research Series, 2006); ACODE and Human Rights Watch (n 5).

These are reported experiences rather than established findings. Whether they are produced by the design of the legal and contractual framework, rather than by failures of implementation alone, has not been examined through systematic doctrinal analysis. This study addresses that gap by undertaking a structured, rights-based doctrinal assessment of whether Uganda's PSA regime, read with petroleum, land, and environmental law, is constitutionally sound, coherent, and capable of delivering enforceable protections to host communities, using Bunyoro as the primary context. That doctrinal assessment is enriched and validated by empirical evidence collected from host communities and key institutional actors during fieldwork conducted in Buliisa, Hoima, and Kikuube districts.

1.4 Objectives of the Study

1.4.1 General Objective

To examine the adequacy of Uganda's legal and contractual framework on oil production sharing in protecting the interests of host communities in the Bunyoro Region.

1.4.2 Specific Objectives

1. To analyse the adequacy of the constitutional, statutory, and contractual framework governing oil production sharing in Uganda.
2. To assess the extent to which Production Sharing Agreements and related laws protect the land, environmental, cultural, and socio-economic interests of host communities, with particular reference to the Bunyoro Region.
3. To identify the specific legal, institutional, and contractual gaps that account for any shortfall between the formal protections assessed above and the documented and empirically observed experiences of host communities in Bunyoro.
4. To propose legal and policy reforms for strengthening host-community protection within Uganda's oil governance framework, drawing on both doctrinal analysis and empirical findings.

1.5 Research Questions

1. What constitutional, statutory, and contractual framework governs oil production sharing in Uganda?
2. To what extent do Production Sharing Agreements and related laws protect the land, environmental, cultural, and socio-economic interests of host communities, with particular reference to the Bunyoro Region?
3. What specific legal, institutional, and contractual gaps account for the divergence between the formal protections identified above and the lived experience of host communities in Bunyoro?
4. What legal and policy reforms can enhance the protection of host-community interests within Uganda's oil sector?

1.6 Theoretical and Analytical Framework for Assessing the Adequacy of Uganda's PSA Regime

1.6.1 Introduction

This study is anchored in two complementary theoretical frameworks: the Public Trust Doctrine, which explains the State's fiduciary obligations in managing petroleum resources, and Rights-Based Theory, which provides the normative basis for assessing whether legal and contractual arrangements protect and fulfil the rights of host communities. Together, these frameworks offer a coherent lens for evaluating the adequacy of Uganda's production sharing legal framework. Applied together, these frameworks enable a legally rigorous and normatively grounded assessment of Uganda's PSA regime, and they are deployed throughout the literature review below to organise and evaluate the existing scholarship on PSAs and host-community protection.

1.6.2 The Public Trust Doctrine

1.6.2.1 Conceptual Foundation

The Public Trust Doctrine holds that certain natural resources of major public importance, including minerals and petroleum, are vested in the State not as absolute property but as trust

assets held for the benefit of present and future generations.¹⁵ Under this doctrine, the State acts as trustee and is bound by fiduciary duties to manage such resources prudently, transparently, and in the public interest, ensuring that exploitation does not privilege private actors at the expense of the public or affected communities.¹⁶ Rooted in the Roman law concept of *res publicae* and developed through common law, the doctrine has evolved into a constitutional and normative constraint on governmental discretion in resource governance.¹⁷ It requires that decisions on resource exploitation be justified by reference to public welfare, sustainability, and inter-generational equity. Core trustee obligations include preservation of trust resources, prevention of waste and degradation, transparency and accountability to beneficiaries, and equitable distribution of benefits.¹⁸ The doctrine's analytical strength lies in its ability to reframe resource governance as a fiduciary legal relationship rather than a purely economic or administrative function.

1.6.2.2 Justification for Application of the Public Trust Doctrine to Uganda's Petroleum Governance

The Public Trust Doctrine is particularly relevant to Uganda's petroleum sector for several reasons. First, the Constitution expressly vests petroleum resources in the State to be held in trust for the people of Uganda. Article 244(1) mandates Parliament to provide for the rational and sustainable exploitation, management, and utilisation of natural resources for the benefit of the people.¹⁹ This provision establishes that the State's authority over petroleum is fiduciary rather than proprietary, requiring stewardship exercised for public benefit, including that of host communities directly affected by oil development. This constitutional trusteeship creates a legally enforceable relationship in which the State acts as trustee, petroleum resources constitute trust property, and the people of Uganda – including host communities – are beneficiaries. As a result, State discretion in negotiating PSAs, issuing licences, and regulating petroleum activities must be exercised transparently, sustainably, and in the interests of

¹⁵ Joseph L. Sax, "The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention" (1970) 68(3) Michigan Law Review 471, 477.

¹⁶ Sax (n 15), 484; Mary C Wood, *Nature's Trust: Environmental Law for a New Ecological Age* (Cambridge University Press 2013), 12.

¹⁷ Sax (n 15), 475.

¹⁸ Wood (n 16), 15.

¹⁹ Constitution (n 6), Art 244(1)–(2).

beneficiaries. The Public Trust Doctrine therefore provides a firm legal basis for assessing whether Uganda's PSA framework complies with these fiduciary obligations.

Second, the doctrine addresses structural power imbalances inherent in PSA negotiations. Where agreements are concluded confidentially between the State and oil companies, with limited disclosure and no direct community participation,²⁰ there is a risk that fiscal and investment priorities may override community welfare. The public trust framework requires accountability and constrains State discretion, providing a basis for evaluating whether Uganda's PSA regime adequately protects community interests or permits breaches of fiduciary duty.

Third, the Public Trust Doctrine is well suited to addressing inter-generational equity and sustainability concerns associated with petroleum extraction. As a non-renewable resource, oil generates short-term economic benefits alongside long-term environmental and social costs. The doctrine requires resource management decisions to account for these impacts and ensure that future generations are not disadvantaged.²¹ In the Bunyoro context, this necessitates legal mechanisms for environmental protection, restoration, sustainable revenue management, and long-term community development.

1.6.2.3 Application of the Public Trust Doctrine in this Study

The Public Trust Doctrine is applied as an evaluative lens to assess whether Uganda's legal and contractual framework on oil production sharing complies with the State's fiduciary obligations across four interrelated dimensions. First, the study examines transparency and accountability obligations, assessing whether Uganda's PSA framework provides for disclosure of contract terms, fiscal arrangements, environmental obligations, and benefit-sharing mechanisms, and whether parliamentary and regulatory oversight mechanisms enable effective scrutiny.²² Second, the study assesses protection of beneficiary interests, evaluating whether PSAs and related laws impose binding obligations to protect land rights, ensure fair compensation, prevent environmental harm, and provide equitable benefit-sharing.²³ Third, the study

²⁰ Global Witness (n 8), 5.

²¹ Wood (n 16), 19.

²² Sax (n 15), 484.

²³ Wood (n 16), 22.

examines prudent management and sustainability, considering environmental safeguards, regulatory enforcement, liability and remediation obligations, and the extent to which benefit-sharing arrangements compensate host communities for the burdens of extraction.²⁴ Fourth, the study evaluates inter-generational equity, examining revenue management mechanisms, environmental restoration obligations, and long-term development planning.²⁵

1.6.3 Rights-Based Theory of Natural Resource Governance

1.6.3.1 Conceptual Foundation

Rights-Based Theory approaches natural resource governance on the premise that individuals and communities affected by resource extraction possess legally enforceable rights that must be respected, protected, and fulfilled by both the State and private actors.²⁶ Unlike economic or efficiency-driven approaches that prioritise revenue generation and investment attraction, Rights-Based Theory centres human dignity, equality, participation, and accountability, requiring resource governance arrangements to comply with constitutional and international human rights standards.²⁷ Within this framework, the legitimacy of resource extraction is assessed not only by its contribution to national economic growth, but by its consistency with fundamental rights – including property rights, environmental rights, participation rights, access to information, access to justice, and economic and social rights.²⁸ Rights-Based Theory requires that legal and contractual frameworks give effect to these rights through clear, enforceable obligations imposed on State institutions and private companies, supported by accessible remedies for violations.²⁹

1.6.3.2 Justification for Application of Rights-Based Theory to Uganda's Petroleum Governance

Rights-Based Theory is well suited to assessing Uganda's PSA framework for several reasons. First, Uganda's Constitution contains a comprehensive Bill of Rights that directly applies to

²⁴ Ibid, 25.

²⁵ Ibid, 28.

²⁶ Philip Alston and Mary Robinson (eds), *Human Rights and Development: Towards Mutual Reinforcement* (Oxford University Press 2005), 3.

²⁷ Ibid, 6.

²⁸ Ibid, 10.

²⁹ Ibid, 14.

petroleum governance. Article 26 protects property rights and restricts compulsory acquisition to situations of lawful authority, public interest, and fair and adequate compensation.³⁰ Article 39 guarantees the right to a clean and healthy environment,³¹ imposing constitutional obligations on the State and petroleum contractors to prevent environmental harm and provide remedies where degradation occurs. Article 42 establishes the right of access to information,³² supporting demands for disclosure of PSA terms and environmental assessments. Article 237 recognises customary and communal land tenure, requiring protection of lawful and bona fide occupants³³ whose land rights may not be formally registered.

Second, because domestic constitutional protections operate within a broader normative order, this study also situates Uganda's obligations within the applicable international and regional human rights framework. Uganda is a party to the International Covenant on Civil and Political Rights, which protects the right of peoples to freely dispose of their natural wealth and resources and guarantees rights to political participation and an effective remedy.³⁴ Uganda is equally bound by the International Covenant on Economic, Social and Cultural Rights, which recognises the right of peoples to self-determination over natural resources and imposes obligations of progressive realisation of economic and social rights, including the rights to an adequate standard of living and to the enjoyment of a healthy environment.³⁵ The UN Guiding Principles on Business and Human Rights establish the corporate responsibility of International Oil Companies to respect human rights independently of State obligations, including through human rights due diligence and access to effective remedy for affected communities.³⁶ The Convention on the Elimination of All Forms of Discrimination Against Women requires particular attention to the gendered impacts of land acquisition and resource extraction, given the disproportionate burden borne by women in rural, land-dependent

³⁰ Constitution (n 6), Art 26.

³¹ Ibid, Art 39.

³² Ibid, Art 42.

³³ Ibid, Art 237(3)(a).

³⁴ International Covenant on Civil and Political Rights (adopted 16 December 1966, entered into force 23 March 1976) 999 UNTS 171, Arts 1, 2(3), 25.

³⁵ International Covenant on Economic, Social and Cultural Rights (adopted 16 December 1966, entered into force 3 January 1976) 993 UNTS 3, Arts 1, 11, 12.

³⁶ UN Human Rights Council, Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework, HR/PUB/11/04 (2011), Principles 11–24.

economies such as Bunyoro's.³⁷ At the regional level, the African Charter on Human and Peoples' Rights guarantees peoples' rights to freely dispose of their wealth and natural resources and to a general satisfactory environment favourable to their development, and has been interpreted by African human rights bodies to require meaningful consultation with communities affected by extractive projects.³⁸ The United Nations Declaration on the Rights of Indigenous Peoples further supplies principles of free, prior and informed consent relevant to communities with strong customary and ancestral ties to land in the Bunyoro Region.³⁹ Together, these instruments reinforce and extend the domestic constitutional standard, providing an additional normative layer against which the adequacy of Uganda's PSA framework is assessed throughout this study.

Third, Rights-Based Theory addresses the structural vulnerability of host communities in petroleum governance.⁴⁰ Fourth, the theory aligns with emerging international norms on natural resource governance, including principles analogous to Free, Prior and Informed Consent (FPIC), which emphasise meaningful community participation and consent in decisions affecting land, livelihoods, and cultural heritage.⁴¹ Finally, Rights-Based Theory provides a framework for evaluating enforceability and accountability – requiring assessment not only of the existence of legal protections, but also of their justiciability,⁴² the availability of remedies, and the capacity of regulatory institutions to enforce community rights.

1.6.3.3 Application of Rights-Based Theory in this Study

Rights-Based Theory is applied as the normative standard for assessing the adequacy of Uganda's PSA framework across five interrelated dimensions. First, the study examines property rights and fair compensation, assessing compliance with Article 26 of the Constitution, land acquisition procedures, compensation standards, and livelihood restoration measures. Second, the study assesses environmental rights and safeguards, examining ESIA

³⁷ Convention on the Elimination of All Forms of Discrimination Against Women (adopted 18 December 1979, entered into force 3 September 1981) 1249 UNTS 13, Art 14.

³⁸ African Charter on Human and Peoples' Rights (adopted 27 June 1981, entered into force 21 October 1986) OAU Doc CAB/LEG/67/3 rev 5, 21 ILM 58 (1982), Arts 21, 24.

³⁹ United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), UNGA Res 61/295 (13 September 2007), Arts 10, 19, 32.

⁴⁰ Alston and Robinson (n 26), 22.

⁴¹ UNDRIP (n 39).

⁴² Alston and Robinson (n 26), 30.

requirements, environmental monitoring and enforcement, and community standing to enforce environmental protections. Third, the study evaluates participation and access to information, focusing on whether PSAs and petroleum legislation require meaningful community consultation and consent under Article 42 and FPIC-comparable standards.⁴³ Fourth, the study examines benefit-sharing and economic rights, assessing whether the legal framework mandates enforceable revenue-sharing, local content obligations, and community development arrangements. Fifth, the study assesses enforceability and access to justice, examining whether community-related obligations are legally binding, whether affected communities have standing and access to remedies, and whether courts and regulatory agencies possess the capacity and independence to enforce community protections.

1.6.4 Integration of the Two Theories: A Unified Analytical Framework

The Public Trust Doctrine and Rights-Based Theory operate together as a unified framework for assessing the adequacy of Uganda's PSA regime. The Public Trust Doctrine establishes the State's fiduciary duty to manage petroleum resources transparently, prudently, and for the benefit of the public, including host communities. Rights-Based Theory complements this by translating fiduciary duties into concrete, enforceable rights held by host communities, supplying the substantive standards against which PSAs and petroleum legislation are evaluated. Taken together, the two theories allow the study to examine whether Uganda's legal framework recognises host communities as both trust beneficiaries and rights-holders, whether it imposes clear and enforceable obligations on State and corporate actors, and whether effective remedies exist where fiduciary duties or rights are breached. As the literature review below shows, these two theoretical lenses also expose where existing Ugandan scholarship on PSAs has been more attentive to fiduciary and governance questions than to rights-based enforceability, or vice versa – a gap this study addresses by applying both theories jointly and consistently across the doctrinal analysis.

1.6.5 Operationalisation: The Adequacy Assessment Matrix

To operationalise the theoretical framework, the study develops an Adequacy Assessment Matrix comprising seven interrelated criteria derived from the Public Trust Doctrine and

⁴³ Ibid, 18.

Rights-Based Theory. The Matrix was constructed by the researcher as an analytical tool specific to this study, drawing on the constitutional architecture of Uganda's petroleum governance framework, the core normative demands of the Public Trust Doctrine and Rights-Based Theory as described above, and comparative scholarship on legal adequacy assessment in natural resource governance.⁴⁴ No single prior work sets out this Matrix in the form adopted here; it is the researcher's contribution, designed to translate broad theoretical principles into a structured doctrinal evaluation instrument adapted to Uganda's legal context. The Matrix structures the doctrinal analysis in Chapters Two and Three and provides the evaluative standard for the gap analysis and community evidence examined in Chapter Four. The seven criteria are as follows.

Constitutionality assesses compliance with constitutional guarantees on property rights (Article 26), environmental rights (Article 39), access to information (Article 42), and the public trust over natural resources (Article 244), including limits on State power, public interest, and fair compensation. Legality and enforceability examines whether protections are clearly articulated, impose binding obligations on the State and contractors, and are supported by effective enforcement, sanctions, and remedies. Participation and consent evaluates the adequacy of disclosure, consultation, incorporation of community concerns, grievance mechanisms, and alignment with FPIC-comparable standards. Compensation and resettlement assesses the clarity, fairness, and timeliness of compensation, resettlement, and livelihood restoration, including valuation methods and treatment of customary and communal landholders. Environmental safeguards examine EIA requirements, monitoring and enforcement, liability and remediation regimes, regulatory oversight, and access to remedies. Benefit-sharing and local content assess revenue-sharing, community development arrangements, and obligations on local employment and procurement aimed at long-term development. Institutional accountability and oversight evaluates parliamentary oversight, audits and reporting, regulatory independence, and institutional capacity to protect community interests.

⁴⁴ For the doctrinal and normative foundations informing the construction of the Matrix, see generally: Sax (n 15); Wood (n 16); Alston and Robinson (n 26); Natural Resource Governance Institute, *Natural Resource Charter* (2nd edn, NRGi 2014); and the constitutional analysis in Part 1.6 above.

Applied across constitutional provisions, petroleum legislation, PSA terms, and related land and environmental laws, the Matrix provides a structured basis for assessing legal adequacy in law and documented practice and for organising findings and reform recommendations.

1.7 Literature Review

1.7.1 Conceptualising Production Sharing Agreements (PSAs)

Production Sharing Agreements are contracts under which the State retains ownership of petroleum resources but grants International Oil Companies the right to explore and produce at their own risk in exchange for a share of production.⁴⁵ The contractor recovers its costs from a defined share of production designated as cost oil, subject to cost-recovery ceilings, before the remaining profit oil is divided between the State and the contractor according to production-sharing formulae that typically become more favourable to the State as production volumes or profitability increase.⁴⁶ This structure allows the State to retain formal ownership and a degree of control over the resource while transferring exploration risk to the contractor, distinguishing PSAs from the concessionary regimes that preceded them. PSAs emerged in the 1960s as an alternative to concessionary regimes that disproportionately favoured multinational corporations.⁴⁷ Although PSAs are credited with preserving State sovereignty, their distributive outcomes depend on bargaining capacity, transparency, and the presence of social-equity safeguards.⁴⁸ Without these, PSAs may secure State revenue while shifting social and environmental costs onto host communities.⁴⁹ Bindemann's seminal economic analysis, drawing on a dataset of 268 PSAs across multiple jurisdictions, establishes the contractual mechanics of PSAs but is explicitly economic rather than rights-based in orientation; it does not address how host-community interests are or should be protected within the PSA structure – a gap the doctrinal, rights-based approach of this study is designed to fill.

1.7.2 The Resource Curse, Oil Governance, and Host Communities

⁴⁵ Kirsten Bindemann, *Production-Sharing Agreements: An Economic Analysis* (Oxford Institute for Energy Studies, WPM 25, 1999).

⁴⁶ Ibid.

⁴⁷ Ernest E Smith and others, *International Petroleum Transactions* (3rd edn, Rocky Mountain Mineral Law Foundation 2010), 3.

⁴⁸ Thomas Wälde, "International Standards for Mineral Investment" (1992) 10 JENRL 6.

⁴⁹ Bindemann (n 45).

The dominant strand of literature places PSAs within the resource curse thesis, which explains why resource-rich states often experience poverty, conflict, and underdevelopment despite significant revenues.⁵⁰ Auty's foundational contribution to this thesis is grounded in comparative political economy rather than legal analysis, identifying the macro-level institutional weaknesses associated with resource dependence without examining the specific legal instruments, such as PSAs, through which those weaknesses are transmitted to host communities. In Uganda, Bainomugisha, Kivengyere, and Tumasirwe warn that weak governance of oil wealth risks repeating outcomes seen in Nigeria, Angola, and Equatorial Guinea, where oil revenues failed to improve host-community livelihoods.⁵¹ Their contribution lies in applying the resource curse framework specifically to Uganda's then-emerging legal and policy architecture, but their analysis predates the enactment of PEDPA, the Model PSA 2012, and the bulk of Uganda's current subsidiary legislation, leaving a gap – addressed in this study – in doctrinal assessment of the framework as it exists today. Gary and Karl add that oil-dependent states typically favour elite capture and centralised revenue control, weakening local participation and accountability.⁵² Their work, focused on a cross-country political-economy critique, does not offer a jurisdiction-specific legal adequacy standard of the kind this study develops through the Adequacy Assessment Matrix. This dynamic is central to PSA analysis. Host communities are not parties to these agreements yet bear the social and environmental costs of extraction. The literature therefore treats PSAs not merely as fiscal instruments but as governance tools with direct distributive consequences for host communities.

The resource curse literature should not be accepted uncritically. Its central claim is probabilistic, not deterministic: it describes a tendency of resource-dependent states, and it says little about the legal mechanisms through which harm reaches a particular community. Two consequences follow for this study. First, the thesis explains why host communities lose out at the national level, through elite capture and centralised revenue control, but it cannot by itself explain the losses documented in Bunyoro, most of which arise at the point of land acquisition, before a barrel of oil has been sold. Second, the comparison drawn by

⁵⁰ Richard M Auty, *Sustaining Development in Mineral Economies: The Resource Curse Thesis* (Routledge 1993).

⁵¹ Arthur Bainomugisha, Hope Kivengyere and Benson Tumasirwe, "Escaping the Oil Curse and Making Poverty History: A Review of the Oil and Gas Policy and Legal Framework for Uganda" (ACODE Policy Research Series No 20, 2006).

⁵² Ian Gary and Terry Lynn Karl, *Bottom of the Barrel: Africa's Oil Boom and the Poor* (Catholic Relief Services 2003), 18.

Bainomugisha, Kivengyere and Tusasirwe with Nigeria, Angola and Equatorial Guinea is a warning rather than a finding. Uganda's subsequent legislation, including the PFMA revenue-sharing provisions and the Petroleum Fund, was enacted partly in answer to that warning. The useful question is therefore not whether Uganda is cursed, but whether the specific instruments enacted after 2012 close the channels through which the curse reaches host communities. That is a doctrinal question, and it is the one this study asks.

1.7.3 PSAs and Community Benefit-Sharing

The literature identifies royalties, local content, compensation, and social infrastructure as the main channels through which PSAs can benefit host communities.⁵³ The Natural Resource Governance Institute's Natural Resource Charter provides a widely cited set of governance benchmarks but is deliberately jurisdiction-neutral, offering principles rather than an applied assessment of any single country's legal framework – a limitation this study addresses by applying comparable benchmarks specifically to Uganda's constitutional and statutory architecture. In practice, however, PSAs tend to prioritise fiscal arrangements between the State and contractors, leaving community interests to secondary legislation or discretionary CSR. An ACODE study criticises Uganda's early PSAs for allocating as little as 30.25 per cent of production value to the State, without any legally binding provisions for host communities.⁵⁴ The study cautions that such structures risk generating grievances, reflected, according to ACODE, in a demand by the Bunyoro-Kitara Kingdom for a 51 per cent share of oil revenues (a claim distinct from the royalty-based demand later put to Parliament and discussed in section 4.2.5) and persistent claims of land dispossession and militarisation. ACODE's contribution is empirical and policy-oriented; it documents the fiscal shortfall but does not test the underlying PSA and statutory provisions against a structured constitutional or rights-based standard, which is precisely the gap this study's Adequacy Assessment Matrix is designed to close. Comparative experience from Ghana and Norway shows stronger community protection where PSAs operate alongside statutory revenue-sharing schemes, petroleum funds, and effective

⁵³ Natural Resource Governance Institute (n 44).

⁵⁴ Bainomugisha, Kasali and others (n 14).

parliamentary oversight.⁵⁵ The implication is clear: PSAs alone are insufficient to safeguard host-community interests without a supportive legal and institutional framework.

1.7.4 Transparency, Participation, and PSAs

Transparency is central to fair petroleum governance. Kolstad and Wiig argue that secrecy around PSAs fuels corruption and weakens democratic accountability.⁵⁶ Their analysis is grounded in institutional economics and corruption studies rather than constitutional or rights-based doctrine, and does not examine whether Uganda's specific constitutional guarantees on access to information (Article 42) or public trust (Article 244) create enforceable disclosure obligations – a doctrinal question this study takes up directly in Chapter Two. In Uganda, the continued refusal to disclose PSAs to Parliament and the public, on confidentiality grounds, sits uneasily with the transparency commitments in the National Oil and Gas Policy. Bainomugisha and others note that non-disclosure denies host communities meaningful participation in decisions affecting their land and livelihoods, contrary to principles of environmental democracy and the public trust doctrine.⁵⁷ This opacity limits the capacity of PSAs to serve social justice goals and calls into question their legitimacy when negotiated and implemented in closed institutional settings.

1.7.5 Environmental and Gender Dimensions of PSAs

Another strand of scholarship examines the environmental and gendered impacts of oil production. Omorodion shows that oil activities disproportionately erode women's livelihoods, yet PSAs rarely contain gender-responsive safeguards.⁵⁸ Omorodion's study is situated in Nigeria's Niger Delta; while highly relevant, it does not examine Uganda's CEDAW obligations or the gender-differentiated provisions (or absence thereof) in Uganda's Model PSA and land compensation framework, a gap this study addresses through the Rights-Based Theory analysis in Chapters Two and Three. Similar risks arise in Uganda, where oil exploration in Bunyoro threatens fisheries, agriculture, and land access that sustain women.

⁵⁵ Elizabeth Bastida, Thomas Wälde and Janeth Warden-Fernandez (eds), *International and Comparative Mineral Law and Policy* (Kluwer Law International 2005), 14.

⁵⁶ Kolstad and Wiig (n 9), 524.

⁵⁷ Bainomugisha, Kivengere and Tusasirwe (n 51), 28.

⁵⁸ Festus Omorodion, "Oil Exploitation and the Challenges Facing the Communities in the Niger Delta of Nigeria" (2008) 25(1) *African Development Review* 45.

Environmental scholars such as Hunter, Salzman, and Zaelke argue that PSAs often externalise environmental risks unless backed by strong laws, effective enforcement, and clear liability.⁵⁹ Their treatise addresses international environmental law generally rather than Uganda's specific EIA, waste management, and audit regulations, which this study examines in detail in Chapter Two. This literature questions whether PSAs and related frameworks adequately internalise environmental and social costs in ecologically sensitive regions like Bunyoro.

1.7.6 Legal Adequacy of PSAs under Uganda's Framework

Uganda's PSAs operate within a constitutional order that vests ownership of petroleum resources in the State under Article 244 of the Constitution. That starting point is not controversial. The problem lies in how this centralised control interacts with land and environmental rights at the local level. Scholars, including the late George W. Kanyeihamba, caution that State control over petroleum can erode customary and communal land rights if PSAs are not carefully aligned with land tenure and environmental law.⁶⁰ In practice, this alignment is weak. Kanyeihamba's constitutional analysis, while foundational, was written before the current petroleum legislative framework was fully operationalised and does not apply a structured, criterion-by-criterion adequacy assessment of the kind this study undertakes. The ACODE report identifies direct tensions between PSA provisions and constitutional guarantees of property rights and a clean and healthy environment, and singles out the ministerial power to override landholder consent. Tested against the text later enacted, that criticism is accurate in substance but needs to be stated precisely. Section 135 of PEDPA does not confer a general power to override consent. It refers a failure to agree to the Minister, who must consider the concerns of each party before deciding. The real weakness lies elsewhere: the Minister who decides is the member of the Executive responsible for promoting the petroleum sector, the Act provides no criteria for the decision, and no independent body reviews it. The objection is therefore one of institutional independence rather than of an unlimited power. A similar refinement is needed for Kanyeihamba's warning that State control of petroleum may erode customary land rights. The Constitution already answers part of that

⁵⁹ David B Hunter, James Salzman and Durwood Zaelke, *International Environmental Law and Policy* (4th edn, Foundation Press 2011), 1102.

⁶⁰ George W Kanyeihamba, *Constitutional and Political History of Uganda* (2nd edn, LawAfrica 2010), 312.

concern, because Article 26 protects every interest in property, including customary and unregistered interests, and Article 237(2)(a) makes any acquisition subject to Article 26. The erosion Kanyeihamba feared operates through the terms on which compensation is assessed rather than through the vesting of petroleum in the Government. That is why this study gives particular attention to valuation (sections 2.4.4 and 3.5.3).

1.7.7 Recent Scholarship on Community Participation, Displacement and Revenue Management

A more recent body of work, produced as Uganda's petroleum sector moved from licensing to construction, examines the framework as it operates rather than as it was designed. Langer, Ukiwo and Mbabazi's edited collection situates Uganda's oil prospects within comparative experience of oil-led development, including the arrangements for sharing royalties with sub-national and cultural institutions.⁶¹ Nakalanzi and others examine environmental justice and the participation of local communities in decision-making in the upstream sub-sector. They identify the absence of a unified legal framework for community engagement as a source of regulatory gaps.⁶² Human Rights Watch documents loss of land and livelihoods among households displaced for the Tilenga and EACOP projects.⁶³ The Natural Resource Governance Institute's 2021 Resource Governance Index scores Uganda poorly on the governance of social and environmental impacts and on the disclosure of impact assessments.⁶⁴

This literature is not uniformly critical. The Natural Resource Governance Institute has described the revenue management framework introduced by the Public Finance Management Act as a solid start, while identifying the elements it lacks.⁶⁵ That assessment cautions against

⁶¹ Arnim Langer, Ukoha Ukiwo and Pamela Mbabazi (eds), *Oil Wealth and Development in Uganda and Beyond: Prospects, Opportunities, and Challenges* (Leuven University Press 2020).

⁶² Babra Nakalanzi and others, "Environmental Justice and Participation of Local Communities in Decision-Making in the Oil and Gas Upstream Sub-Sector of Uganda" (2024) ResearchGate <<https://www.researchgate.net/publication/385378150>> accessed 15 April 2026.

⁶³ Human Rights Watch, "Our Trust is Broken: Loss of Land and Livelihoods for Oil Development in Uganda" (HRW 2023) <<https://www.hrw.org/report/2023/07/10/our-trust-broken/loss-land-and-livelihoods-oil-development-uganda>> accessed 14 April 2026.

⁶⁴ Natural Resource Governance Institute, "2021 Resource Governance Index: Uganda Oil and Gas" (NRGI 2021) <https://resourcegovernance.org/sites/default/files/documents/2021_resource_governance_index_uganda_oil_and_gas.pdf> accessed 14 April 2026.

⁶⁵ Natural Resource Governance Institute, "Uganda's Oil Revenue Management Framework is a Solid Start, but Not Nearly Enough" (NRGI 2014) <<https://resourcegovernance.org/articles/ugandas-oil-revenue-management-framework-solid-start-not-nearly-enough>> accessed 14 April 2026.

treating every shortfall as a defect of legal design. Some of the difficulties documented in Bunyoro arise from implementation, capacity and timing rather than from the text of the law. The present study takes that distinction seriously, and the Adequacy Assessment Matrix is applied to separate the two.

What this recent work does not do is test the petroleum, land and environmental statutes and the Model PSA 2012 together against a single, criterion-based standard of legal adequacy. It therefore cannot say which of the documented harms are traceable to specific provisions. That is the gap to which this study is directed.

1.7.8 Land Acquisition, Valuation and Resettlement

A separate body of literature, largely outside petroleum law, examines what happens to people whose land is taken for development projects. Its starting point is Cernea's impoverishment risks and reconstruction model. Cernea identifies landlessness, joblessness, homelessness, marginalisation, food insecurity, loss of access to common property and social disarticulation as the predictable consequences of displacement, and argues that they can be prevented only if resettlement is planned as development rather than treated as a cost to be minimised.⁶⁶ In later work he argues that compensation, however well calculated, cannot by itself reconstruct livelihoods, because a cash payment for an asset does not replace the income stream, social network and security the asset supported.⁶⁷ Vanclay develops the point and argues that the international standards have moved from a goal of restoring livelihoods to one of improving them, and that projects should be judged by whether displaced people end up better off.⁶⁸

This literature is valuable to the present study for two reasons. It supplies a standard against which a compensation regime can be measured, namely whether it leaves the affected household able to re-establish its livelihood. And it shows why a regime built on the valuation of individual assets will tend to under-compensate rural households, whose wealth lies in productive land, perennial crops, access to common resources and kinship networks rather than

⁶⁶ Michael M Cernea, 'The Risks and Reconstruction Model for Resettling Displaced Populations' (1997) 25(10) World Development 1569.

⁶⁷ Michael M Cernea, 'Compensation and Benefit Sharing: Why Resettlement Policies and Practices Must Be Reformed' (2008) 1(1) Water Science and Engineering 89.

⁶⁸ Frank Vanclay, 'Project-induced Displacement and Resettlement: From Impoverishment Risks to an Opportunity for Development?' (2017) 35(1) Impact Assessment and Project Appraisal 3.

in marketable property. Its limitation is that it is written mainly from the standpoint of development practice and lender policy. It does not ask whether a national legal framework, as distinct from a lender's safeguard policy, obliges anyone to meet the standard it describes.

Ugandan scholarship on the oil region confirms the risks Cernea predicted. Ogwang and Vanclay, studying land acquisition for the Tilenga, Kingfisher, EACOP, Kabaale Industrial Park and Hoima–Kampala products pipeline projects, report job and infrastructure gains alongside displacement, food insecurity, weakened social cohesion and reduced access to services.⁶⁹ ACODE's study of five acquisition projects, including the Kabaale refinery and the Kaiso–Tonya road in Hoima, found affected persons waiting years for compensation or resettlement, and recommended prior compensation, fair valuation and independent monitoring.⁷⁰ Human Rights Watch reports that most Tilenga and EACOP land was valued between 2017 and 2019 and paid for three to five years later, at rates that were not revisited as land prices rose.⁷¹

The practitioner literature adds the institutional dimension. Byamukama, writing from legal practice, identifies the absence of updated district compensation rates and delayed payment as the principal practical failures, and notes that the Government's own compensation guidelines may lack legal force.⁷² An official of the Ministry of Lands describes a Chief Government Valuer's office that is understaffed and that mainly supervises private consultant valuers, in a region where speculation has distorted land prices.⁷³ The Uganda Law Reform Commission found that the absence of a unified legal framework for valuation services had made valuations

⁶⁹ Thomas Ogwang and Frank Vanclay, 'Social Impacts of Land Acquisition for Oil and Gas Development in Uganda' (2019) 8(7) Land 109 <<https://doi.org/10.3390/land8070109>> accessed 9 October 2026.

⁷⁰ Max A Anyuru and others, *Balancing Development and Community Livelihoods: A Framework for Land Acquisition and Resettlement in Uganda* (ACODE Policy Research Series No 75, 2016) <<https://acode-u.org/uploadedFiles/PRS75.pdf>> accessed 9 October 2026.

⁷¹ Human Rights Watch, "Our Trust is Broken", op cit.

⁷² Jude Byamukama, 'Compulsory Land Acquisition, Valuation and Compensation in Uganda: Principles and Challenges' (Supporting Inclusive Resource Development (SIRD) East Africa Training Programme, East Africa Law Society, 2019) <<https://sird.ealawsociety.org/wp-content/uploads/2023/02/Compulsory-Land-Acquisition-Valuation-and-Compensation-in-Uganda-Principles-and-Challenges.pdf>> accessed 9 October 2026.

⁷³ Johnson Bigiira, 'Government Policy on Resettlement and Compensation with regard to the Extractive Industry in Uganda' (SIRD East Africa Training Programme, East Africa Law Society, 2019) <<https://sird.ealawsociety.org/wp-content/uploads/2023/02/Government-Policy-on-Resettlement-and-Compensation-with-regard-to-the-Extractive-Industry-in-Uganda.pdf>> accessed 9 October 2026.

unreliable, increased valuation disputes and weakened public trust in the system.⁷⁴ Comparative work points the same way. Bhandari and others show that depreciation-based compensation falls most heavily on owners of vernacular earthen houses, whose buildings depreciate fastest on paper although they cost no less to rebuild.⁷⁵

Read critically, this literature has two weaknesses for present purposes. Much of it is empirical or advocacy-based, so its accounts of particular payments and pressures are reported rather than independently verified. And it rarely connects the harms it documents to the specific statutory rules that produce them: the depreciated replacement cost rule in section 78 of the Land Act, the district rate lists, the "fair and reasonable" standard in section 139 of PEDPA, or the absence of a timeline between valuation and payment. This study draws on the literature for evidence of what happens in practice, and supplies the doctrinal link it lacks.

1.7.9 Synthesis and Research Gap

The literature agrees on one point: Production Sharing Agreements can secure state revenue and attract investment, but they do not protect host communities unless they are intentionally designed to do so. In Uganda, scholarship consistently identifies weaknesses in transparency, benefit-sharing, environmental safeguards, and community participation, especially in Bunyoro. A significant gap remains. Most studies address these issues at a general policy or governance level and do not systematically evaluate PSA provisions alongside binding constitutional, land, and environmental law using a coherent standard of legal adequacy. Read together, these strands point in the same direction but for different reasons, and in places they pull against each other. The political-economy literature predicts that revenue will be captured centrally; the NREGI's assessment of the PFMA suggests that the formal design of revenue sharing is reasonable. The two are reconciled if the problem is located not in the design of revenue sharing but in the absence of any channel that carries benefit below the district, which is what Chapter Four finds. The resettlement literature assumes that a lender's safeguard

⁷⁴ Uganda Law Reform Commission, 'Study on Developing Legislation to Govern Valuation Services in Uganda' <<https://www.ulrc.go.ug/projects/study-on-developing-legislation-to-govern-valuation-services-in-uganda/>> accessed 9 October 2026.

⁷⁵ Kamal Bhandari, S Bhomi and P KC, 'From Depreciation to Full Replacement Cost: Evaluating Compensation Gaps in Infrastructure Resettlement' (2026) 5(2) *Journal of Engineering Issues and Solutions* 77 <<https://doi.org/10.3126/joeis.v5i2.97805>> accessed 9 October 2026.

standard will govern; the Ugandan practice literature shows that national rules on depreciation, district rates and timing govern instead, and that companies' stated commitment to full replacement cost is difficult to verify. The constitutional literature (Kanyehimba) and the policy literature (ACODE) identify the right concerns, but they predate the statutes that now give effect to them. Each strand is therefore strong on one dimension – economic (Bindemann), political-economic (Auty, Gary and Karl), empirical-policy (ACODE, NREGI, Human Rights Watch), resettlement practice (Cernea, Vanclay) or constitutional (Kanyehimba) – but none combines a structured constitutional and rights-based adequacy standard with an analysis of the valuation rules and empirical evidence from host communities themselves. The literature on land acquisition and resettlement adds a further dimension that the petroleum literature largely overlooks: for most host households the decisive encounter with the petroleum framework is the valuation of their land, and the measure of loss adopted at that moment determines whether they can rebuild their lives. Moreover, existing doctrinal analyses are rarely validated with empirical evidence drawn from the lived experiences of host communities. This study seeks to fill that gap by developing and applying a structured legal adequacy framework, grounded jointly in the Public Trust Doctrine and Rights-Based Theory set out above, to Uganda's PSA and regulatory regime, and by grounding the analysis in empirical data gathered from host communities and key institutional actors in the Bunyoro Region. In doing so, it contributes a more integrated and legally rigorous assessment of whether Uganda's oil production-sharing framework genuinely protects host-community interests.

1.8 Significance of the Study

This study makes an original contribution by shifting from general governance critique to a structured, rights-based doctrinal assessment of Production Sharing Agreements. It develops a legally grounded Adequacy Assessment Matrix anchored in Uganda's Constitution, statutory duties, and enforceability principles, and applies that Matrix to Uganda's PSA regime alongside petroleum, land, and environmental law, situating the analysis within the Bunyoro Region, where petroleum activity is most concentrated. By integrating constitutional analysis, statutory interpretation, and contract design evaluation, the study offers a systematic methodology for testing whether PSAs protect host-community interests – one that is both doctrinal and

empirically grounded. Unlike prior policy-level studies, it provides a practically applicable analytical framework for law reform, contract negotiation, and comparative research in Uganda and similar resource-rich jurisdictions.

The study makes three contributions. First, the Adequacy Assessment Matrix converts two general theories into seven criteria that can each be tested against identifiable legal text. It is applied uniformly to four layers of instruments: the Constitution, statutes, subsidiary legislation and the Model PSA 2012. Existing Ugandan scholarship has either critiqued the framework at the level of policy or examined single instruments in isolation. The Matrix makes it possible to say, criterion by criterion, where protection is adequate, partial or absent, and to trace each shortfall to a particular provision.

Second, combining the Public Trust Doctrine with Rights-Based Theory allows the same provision to be assessed from two directions. The Doctrine asks whether the State has discharged its duties as trustee. Rights-Based Theory asks whether communities hold enforceable entitlements and remedies. A provision may satisfy one standard and fail the other, as the study shows for the Model PSA's environmental obligations and the PFMA royalty-sharing mechanism.

Third, the doctrinal findings are set against documentary and fieldwork evidence while keeping the two distinct. For future legal and policy analysis, the Matrix offers a replicable instrument. It can be applied to executed PSAs if they are disclosed, to midstream instruments such as the EACOP agreements, to the mining sector, and to other producing jurisdictions in East Africa.

The study's significance extends to the specific constituencies who stand to draw on its findings. For legislators and Parliament, the study identifies precise statutory and regulatory gaps – in consultation standards, compensation mechanisms, and benefit-sharing architecture – capable of informing targeted amendments rather than general policy reform. For the Government and its agencies, including the Ministry of Energy and Mineral Development, the Petroleum Authority of Uganda, and the National Environment Management Authority, the study offers a diagnostic tool for assessing where existing licensing, monitoring, and enforcement practices fall short of constitutional and statutory obligations. For researchers, it contributes a replicable, criterion-based methodology for assessing PSA adequacy that can be applied to other resource-rich developing jurisdictions facing comparable governance

challenges. For International Oil Companies operating in Uganda, the study clarifies the enforceable legal standards against which their community engagement, compensation, and environmental practices may be judged, supporting more predictable and defensible compliance strategies. For host communities in Bunyoro and their representative institutions, including the Bunyoro Kingdom, the study provides an evidentiary and doctrinal resource that can strengthen advocacy for enforceable protections and inform community understanding of their legal entitlements. Finally, for civil society organisations and legal practitioners engaged in oil governance advocacy, the study enriches the evidentiary basis for law reform campaigns and strategic litigation by integrating legally grounded doctrinal analysis with primary empirical findings from affected districts.

More broadly, the study contributes to legal scholarship on natural resource governance and host-community rights by providing a structured, rights-based framework for assessing the adequacy of PSAs. It advances doctrinal understanding of the constitutional, statutory, and contractual foundations of host-community protection in Uganda's petroleum sector, provides clarity on the enforceability of community-related obligations under Uganda's PSA framework, and identifies specific legal and contractual gaps requiring legislative or regulatory reform. It further offers a replicable mixed methodology for assessing PSA adequacy in other resource-rich developing jurisdictions.

1.9 Scope of the Study

1.9.1 Geographical Scope

The study adopts the Bunyoro Region of Western Uganda as its primary contextual reference. Comprising Hoima, Buliisa, Kikuube, Masindi, and parts of Kibaale, the region hosts most of Uganda's petroleum reserves and core oil infrastructure within the Albertine Graben. Bunyoro provides the most relevant legal and factual setting for assessing how PSAs and related laws affect host communities through land acquisition, resettlement, environmental impacts, and benefit-sharing. Fieldwork for the empirical component of the study was conducted in Buliisa, Hoima, and Kikuube districts, these being the districts most directly affected by active petroleum operations under the Tilenga and Kingfisher projects.

1.9.2 Thematic Scope

The study examines the adequacy of Uganda's legal and contractual framework on oil production sharing in protecting host-community interests. It focuses specifically on constitutional provisions governing petroleum ownership, property rights, and environmental protection; Production Sharing Agreements, including applicable model PSAs; petroleum legislation and regulations; land, environmental, and local government laws as they relate to oil development; and legal standards governing participation, compensation, environmental management, benefit-sharing, and accountability. The study does not undertake a comprehensive economic analysis of petroleum revenues, but rather evaluates the doctrinal legal foundations and enforceability of host-community protection within Uganda's petroleum governance framework, anchored in empirical data from affected communities. Because land acquisition is the point at which most host households encounter the petroleum framework, the study examines the law on valuation and compensation in detail, including the Valuation Bill, 2024 and the proposed reforms to the law on land acquisition, and compares the domestic framework with the international standards on involuntary resettlement, in particular the World Bank's Environmental and Social Standard 5.

1.9.3 Temporal Scope

The study covers the period from 2008 to 2026. The starting point is deliberately linked to key legal and policy milestones in Uganda's petroleum sector: the adoption of the National Oil and Gas Policy in 2008, which established guiding principles on transparency, participation, and benefit-sharing; the 2013 enactment of the principal petroleum statutes; the institutionalisation and implementation phase from 2014 onwards, including project development, land acquisition, compensation, and the transition towards production; and the empirical fieldwork conducted in 2026, which constitutes the most recent evidentiary horizon of the study. This temporal scope enables a longitudinal assessment of how legal and contractual protections for host communities have evolved from discovery through to the current production phase.

1.10 Methodology

1.10.1 Research Design

This study adopts a mixed-methods research design that integrates doctrinal legal analysis with qualitative empirical fieldwork. The primary methodology is doctrinal: the study analyses

primary and secondary legal sources governing oil production sharing in Uganda, interpreting and evaluating legal rules and principles to assess their adequacy, coherence, enforceability, and consistency with constitutional and normative standards.⁷⁶ The doctrinal approach is well suited to examining legal and contractual frameworks, enabling rigorous analysis of constitutional provisions, statutes, regulations, contracts, and case law, while identifying gaps, inconsistencies, and enforcement challenges within Uganda's petroleum governance regime.

A qualitative empirical component was incorporated to ground the doctrinal analysis in the lived experiences of affected communities and the practical assessments of key institutional actors. The integration of qualitative fieldwork with doctrinal analysis reflects a methodological approach increasingly recognised in socio-legal scholarship as necessary for producing legally rigorous assessments that account for the gap between formal law and law in practice.⁷⁷ As Pound argued in a foundational contribution to socio-legal method, law on the books and law in action are analytically distinct phenomena, and the adequacy of any legal framework must ultimately be assessed in light of how it operates in practice.⁷⁸ This methodological position is reinforced by Twining's observation that purely doctrinal analysis, while indispensable, risks producing assessments that are formally complete but empirically blind.⁷⁹ The empirical data collected during fieldwork in the Bunyoro Region enrich and validate the doctrinal findings of the study without displacing its legal-analytical character.

1.10.2 Sources of Legal Materials

The study relies on a range of primary and secondary legal materials to support a comprehensive doctrinal analysis. Primary sources form the core of the research and include the Constitution of the Republic of Uganda (1995, as amended), particularly Articles 26, 39, 42, 237, and 244 and the National Objectives and Directive Principles of State Policy. Petroleum legislation is a central source, notably the Petroleum (Exploration, Development

⁷⁶ Terry Hutchinson and Nigel Duncan, "Defining and Describing What We Do: Doctrinal Legal Research" (2012) 17(1) *Deakin Law Review* 83, 84.

⁷⁷ Simon Halliday and Patrick Schmidt (eds), *Conducting Law and Society Research: Reflections on Methods and Practices* (Cambridge University Press 2009); Roger Cotterrell, "Why Must Legal Ideas be Interpreted Sociologically?" (1998) 25(2) *Journal of Law and Society* 171.

⁷⁸ Roscoe Pound, "Law in Books and Law in Action" (1910) 44 *American Law Review* 12.

⁷⁹ William Twining, *General Jurisprudence: Understanding Law from a Global Perspective* (Cambridge University Press 2009), 32.

and Production) Act, Cap 161 (PEDPA), and the Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162, together with subsidiary regulations on licensing, environmental management, health and safety, and local content. Because executed PSAs are confidential, the study analyses the Model Production Sharing Agreement 2012, which reflects the State's standard contractual approach. Land and environmental laws – particularly the Land Act, Cap 236 and the National Environment Act, Cap 181 – are examined for their regulation of land acquisition, compensation, environmental assessment, enforcement, and liability. Parliamentary records, Environmental and Social Impact Assessments, Resettlement Action Plans, and judicial decisions are also reviewed. Policy documents, including the National Oil and Gas Policy 2008, are used to clarify governance objectives. Civil society reports by organisations including ACODE, Global Witness, Oxfam, International Alert, and WWF Uganda provide documented evidence of implementation challenges and community grievances.⁸⁰ The applicable geographical, thematic, and temporal boundaries of this legal material are as set out in the Scope of the Study above. The study also relies on judicial decisions on compulsory acquisition, valuation, compensation and environmental protection, drawn principally from the Uganda Legal Information Institute and, where judgments are not yet reported, from court records and contemporaneous reports, which are identified as such. Bills and draft policies are cited as proposals and are not treated as law.

1.10.3 Empirical Data Collection

The empirical component of the study comprised ten Key Informant Interviews (KIIs) and seven Focus Group Discussions (FGDs), conducted in Buliisa, Hoima, and Kikuube districts in May 2026. Ethical clearance and an introductory letter authorising the fieldwork were obtained from the Makerere University School of Law prior to the commencement of data collection. No additional ethics board approval was required, as the study does not involve clinical or sensitive personal data, and the introductory letter from the School served as the institutional authorisation for engaging respondents in accordance with Makerere University's Research Ethics Guidelines.

⁸⁰ See, among others: ACODE (n 5); Human Rights Watch (n 5); Global Witness (n 8); Oxfam International, "Briefing on TotalEnergies, EACOP and Uganda" (2021); International Alert, "Business, Conflict and Human Rights" (Uganda Report, 2015); WWF, "Albertine Rift" (Conservation Assessment, 2016).

The ten Key Informant Interviews were distributed across the categories of respondent most relevant to the Adequacy Assessment Matrix: three interviews with senior Civil Society Organisation practitioners, two with legal practitioners engaged in oil-related litigation and advisory work, two with Local Government officials in the affected districts, one with a Petroleum Authority of Uganda officer, one with a National Environment Management Authority official, and one with parliamentary staff engaged in petroleum sector oversight. Interviews lasted between sixty and ninety minutes and followed a semi-structured guide developed around the study's adequacy criteria. The seven Focus Group Discussions were conducted with host community members, organised around homogeneous sub-groups to allow participants to speak freely within their peer context: in Buliisa district, separate discussions were held with a group of men from displaced households (FGD-BUL-D1), a mixed community group (FGD-BUL-M1), a women's group and a youth group. Discussions were conducted in the languages most comfortable to participants, principally Runyoro, with interpretation support where required. Each FGD comprised between six and twelve participants and lasted between ninety and one hundred and twenty minutes.

Seven of the ten interviews were conducted in the districts: six in Hoima (two legal practitioners, three civil society practitioners and one local government official) and one in Buliisa (a local government official). The three national-level institutional informants, from the PAU, NEMA and the parliamentary staff, were interviewed in Kampala, where those institutions are based. No interview was held in Kikuube, and no focus group discussion was held in Hoima. The empirical evidence for Kikuube therefore comes from focus group discussions, and for Hoima from interviews.

Field visits were scheduled to ensure internal consistency. Interviews and FGDs within each district were conducted within close proximity in time, with the researcher completing all activities in one district before moving to the next. All respondents were informed of the purpose of the study and provided voluntary, informed consent prior to participation. Respondents are fully anonymised in this study. Key informants are identified by role category and a pseudonym code (for example, KI-PAU-01). FGD participants are identified only by district, group type, and a group reference code (for example, FGD-BUL-W1 for a women's group in Buliisa). No personal identifying information is disclosed in the text or footnotes of this dissertation.

Key informants were selected purposively on the basis of their institutional role and direct engagement with petroleum-related land acquisition, regulation, oversight or litigation. Focus group participants were identified with the assistance of local council leaders and community-based organisations in the affected villages / describe the actual procedure, with the aim of including people directly affected by land acquisition and representing gender and age groups whose experiences the literature suggests differ. Groups were kept homogeneous in composition so that women and young people could speak without deference to older men.

In addition, the structured questionnaire at Appendix III was self-administered by number civil society practitioners working in the Bunyoro Region. Its responses are used descriptively to corroborate interview findings and are not presented as statistically representative.

1.10.4 Analytical Framework and Doctrinal Methods

The study applies a set of complementary doctrinal methods to evaluate how effectively Uganda's PSA framework protects host communities. Constitutional interpretation anchors the analysis by assessing whether PSAs and petroleum laws comply with constitutional guarantees on property rights, environmental protection, access to information, and the public trust over natural resources. Statutory analysis examines the coherence, clarity, and enforceability of laws governing community consultation, land acquisition, compensation, environmental management, and benefit-sharing. Contract analysis reviews PSA provisions affecting host communities, using the Model PSA 2012 to assess legal effect and interaction with statutory obligations. Gap analysis compares existing legal and contractual provisions against the adequacy criteria to identify deficiencies, institutional weaknesses, and coordination failures. Thematic analysis of secondary sources and documented cases is used to identify recurring patterns of grievances, enforcement challenges, and divergence between legal provisions and practice. Finally, comparative benchmarking against international standards and best practices informs the development of reform recommendations suited to Uganda's context.⁸¹ The study draws on legislative and contractual frameworks from jurisdictions such as Ghana, Nigeria, and Norway, as well as guidance from the Natural Resource Governance Institute, the World

⁸¹ Bastida, Wälde and Warden-Fernandez (n 55).

Bank, and the African Development Bank.⁸² A short comparative discussion of Ghana's and Nigeria's petroleum benefit-sharing and community-protection frameworks is presented in Chapter Four, following the gap analysis, to situate Uganda's framework against two African peer jurisdictions with divergent governance outcomes.

The qualitative empirical data are analysed thematically alongside the doctrinal findings, using the seven criteria of the Adequacy Assessment Matrix as the organising framework. Quotes from KII respondents and FGD participants are incorporated into the analysis to illustrate how legal provisions are experienced in practice, providing grounded evidence for the doctrinal conclusions. The integration of empirical data into the doctrinal analysis follows the approach of triangulation, in which multiple sources of evidence – primary legal texts, secondary civil society documentation, and primary empirical data – are cross-referenced to arrive at more robust analytical conclusions.⁸³

1.10.5 Strategy for Analysing PSAs in a Context of Confidentiality

Because executed PSAs in Uganda are confidential, the study applies a multi-source triangulation approach to assess PSA obligations without breaching confidentiality. The Model PSA 2012 serves as the primary contractual reference, reflecting the State's standard terms, while recognising that individual agreements may vary. Parliamentary records and committee reports provide insight into PSA negotiation, content, and oversight. ESIA's and Resettlement Action Plans operationalise PSA obligations on land, compensation, and environmental management. Grievance records, monitoring reports, audits, and judicial decisions reveal compliance challenges and clarify the legal effect of PSA provisions within the statutory and constitutional framework. Academic literature and analyses by civil society and international transparency bodies supplement the assessment.⁸⁴ Together, these sources – enriched by the empirical data from fieldwork – enable a rigorous evaluation of PSA enforceability while transparently managing confidentiality constraints.

1.10.6 Ethical Considerations

⁸² Natural Resource Governance Institute (n 44); World Bank, "Oil, Gas, Mining: A Sourcebook for Understanding the Extractive Industries" (2009).

⁸³ Halliday and Schmidt (n 67), 45.

⁸⁴ Global Witness (n 8); Natural Resource Governance Institute (n 44).

The study adheres to established ethical standards for mixed-methods legal research. Ethical clearance and an introductory letter for the fieldwork were obtained from the Makerere University School of Law, which constituted the institutional ethical authorisation for conducting interviews and focus group discussions with human participants. All field respondents provided voluntary, informed consent prior to participation and were informed of their right to withdraw at any time without consequence. Audio recording was conducted only where consent was explicitly given. All respondents are fully anonymised. The study respects confidentiality obligations surrounding executed PSAs and relies solely on publicly available legal materials for the doctrinal component. All legal sources, policy documents, and secondary materials are accurately cited. Sensitive information relating to grievances, disputes, and community concerns – including information collected during fieldwork – is handled responsibly, avoiding sensationalism while accurately documenting implementation challenges.

1.10.7 Data Management and Analysis Process

Legal materials and secondary sources were gathered through systematic desktop research using statutory databases, government repositories, parliamentary archives, civil society platforms, and academic libraries. Sources are organised thematically around the adequacy criteria to enable structured analysis. Constitutional provisions, statutes, regulations, and PSA clauses are analysed through close textual reading to identify obligations, standards, enforcement mechanisms, and remedies. Judicial decisions are examined to extract governing principles and assess the effectiveness of remedies.

Field data – comprising interview notes, audio recordings where consented to, and FGD facilitator notes – were organised by district and respondent category, then thematically coded against the seven criteria of the Adequacy Assessment Matrix. Participant quotes selected for inclusion in the dissertation were reviewed for accuracy against recorded or contemporaneous notes, anonymised, and integrated into the relevant sections of Chapters Three and Four to illustrate doctrinal findings with empirical evidence. The findings from doctrinal analysis, gap analysis, thematic coding, comparative review, and empirical fieldwork are synthesised against the adequacy criteria, forming the basis for the reform recommendations in Chapter Five.

Interviews and focus group discussions were conducted face to face using the guides at Appendices I and II. Each session began with the consent procedure set out in those guides. Focus group discussions were facilitated by the researcher with an interpreter / research assistant recording notes, and were translated from Runyoro into English at the time / from the recordings. Coding proceeded in two stages. First, notes and transcripts were coded deductively against the seven criteria of the Adequacy Assessment Matrix. Second, issues raised by respondents that fell outside those criteria, such as militarisation and access to fishing grounds, were coded inductively and assigned to the nearest criterion or recorded separately. Codes were then compared across districts and respondent categories. Greater weight is given to themes raised independently by more than one category of respondent.

Chapters Three and Four distinguish three kinds of proposition. A reported proposition is an account given by a respondent or by a civil society or media source. It is attributed to its source, whether a respondent code or a citation, and introduced by words such as "participants reported" or "according to". A verified proposition is one established from the text of the Constitution, legislation, the Model PSA 2012, a published impact assessment or a judicial decision, and is cited to the provision relied on. An interpretive proposition is the researcher's own assessment, introduced by words such as "this study finds" or "it is argued". Where a reported account is consistent with a verified legal gap, the text says so, but it does not treat the account as independently established.

1.10.8 Limitations of the Study

The study recognises several limitations. First, confidentiality restrictions limit access to executed PSAs, constraining direct analysis of operative contract terms; the analysis relies on the Model PSA 2012, public legal instruments, and secondary sources as proxies for contractual obligations. Second, while fieldwork was conducted in Buliisa, Hoima, and Kikuube districts, the empirical component – ten KIIs and seven FGDs – is necessarily limited in scale and, in particular, does not include a Focus Group Discussion in Hoima district, a gap which is noted here and mitigated by the inclusion of Hoima-based Key Informant Interviews and by triangulation with secondary documentation specific to Hoima. The number of KII respondents and FGD participants, while sufficient for qualitative thematic analysis, does not permit statistical generalisation, and the findings are presented as illustrative of broader

patterns identified through the doctrinal analysis rather than as representative of the entire affected population. The field evidence has further limitations. Respondents' accounts of compensation, consultation and benefit are their perceptions and recollections. They were not independently verified against individual valuation or payment records, which were not available to the researcher. No representative of an International Oil Company or of the Government's valuation function was interviewed, so the perspective of those actors is drawn from published documents, principally the Tilenga ESIA Non-Technical Summary and official records, rather than from interviews. Discussions conducted in Runyoro and translated into English carry a risk of loss of nuance. The selection of respondents was purposive rather than random. For these reasons, the field evidence is used to illustrate and test the doctrinal findings, not as proof of the frequency or distribution of any experience across the Bunyoro Region. Third, publicly available records on grievances, compensation disputes, and enforcement may be incomplete. These constraints are mitigated through triangulation of multiple legal sources – authoritative civil society reports, parliamentary records, court decisions, and ESIAs – together with the primary empirical data gathered during fieldwork. Fourth, the study's comparative dimension is deliberately limited to a short discussion of Ghana and Nigeria in Chapter Four, rather than a full comparative chapter; a more extensive comparative analysis, situating Uganda's framework against a wider set of resource-rich jurisdictions, is identified as an area for further research in Chapter Five.

1.11 Chapter Synopsis

The study is structured in five chapters, each addressing a core aspect of the research and collectively assessing Uganda's production sharing legal framework.

Chapter One sets out the background to Uganda's petroleum sector, with emphasis on the Bunyoro Region. It defines the research problem, objectives, and questions, sets out the theoretical and methodological framework, including the rationale for the mixed-methods design and the Adequacy Assessment Matrix, and reviews the literature through the lens of that framework.

Chapter Two analyses the constitutional, statutory, and contractual framework governing oil production sharing, including petroleum laws, regulations, Model PSAs, and relevant land and environmental laws, and examines their coherence and implications for host communities.

Chapter Three assesses how PSAs and related laws protect host-community land, environmental, cultural, and socio-economic interests in Bunyoro, applying the Adequacy Assessment Matrix criterion by criterion and integrating empirical evidence from fieldwork to illustrate how formal legal provisions operate in practice.

Chapter Four identifies the legal, contractual, and institutional gaps in the framework and presents the community experiences and documented evidence from the Tilenga, Kingfisher, and EACOP projects in the Bunyoro Region, drawing directly on empirical data collected during the May 2026 fieldwork alongside civil society documentation and secondary sources, and situates these findings against a short comparative discussion of Ghana's and Nigeria's petroleum governance frameworks.

Chapter Five presents the conclusions and proposes targeted legal and policy reforms to strengthen host-community protection, organised by addressee, while reflecting on the study's contribution, limitations, and directions for further research.

CHAPTER TWO

THE LEGAL AND CONTRACTUAL FRAMEWORK GOVERNING OIL PRODUCTION SHARING IN UGANDA

2.1 Introduction

This chapter analyses the constitutional, statutory, and contractual framework governing oil production sharing in Uganda. It addresses the first research objective: to examine the legal and regulatory architecture within which Production Sharing Agreements operate and to assess its coherence and implications for host communities. The analysis proceeds in five interconnected parts. The first examines the constitutional foundations of petroleum governance, with particular focus on the provisions that define State authority over natural resources, property rights, and environmental protection. The second surveys the primary petroleum legislation, principally the Petroleum (Exploration, Development and Production) Act, Cap 161 (PEDPA), and the Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162. The third examines the land and environmental Acts most directly relevant to oil development in the Bunyoro Region, namely the Land Act, the Land Acquisition Act, the National Environment Act, and the Local Governments Act. The fourth analyses the subsidiary regulatory framework made under these Acts, including regulations on national content, environmental and social impact assessment, waste management, and environmental audit. The fifth analyses the Model Production Sharing Agreement of 2012 as the principal contractual instrument governing the relationship between the State and International Oil Companies (IOCs).

Throughout, the chapter applies the analytical criteria of the Adequacy Assessment Matrix developed in Chapter One, paying particular attention to questions of legal coherence, institutional design, enforceability, and the extent to which the framework creates binding protections for communities rather than discretionary obligations. The National Oil and Gas Policy of 2008 (NOGP), as the foundational policy instrument of the sector, is also examined for its guiding principles and the commitments it establishes on transparency, participation, environmental protection, and community engagement. The analysis draws on primary legal

texts, including the Model PSA 2012, the Constitution, and relevant legislation, supplemented by secondary sources and parliamentary records.

2.2 Constitutional Foundations of Petroleum Governance

2.2.1 State Ownership and Public Trust over Petroleum Resources

Uganda's constitutional framework establishes a clear and unambiguous starting point for petroleum governance. Article 244(1) of the Constitution of the Republic of Uganda 1995 (as amended) vests ownership and control of all minerals and petroleum in, on, or under any land or water in Uganda in the Government on behalf of the Republic of Uganda.¹ This vesting is not proprietary in an absolute sense. The Constitution frames the State's authority over petroleum resources as held in trust for the people, a characterisation that resonates deeply with the Public Trust Doctrine and is central to this study's analytical framework. Article 244(2) requires Parliament to enact legislation to regulate the exploitation of these resources for the benefit of all Ugandans.² The word "benefit" is normatively significant. It signals that resource exploitation is constitutionally required to translate into public advantage, not merely State revenue – a requirement that must be read into any legal instrument governing petroleum activities, including PSAs.

This constitutional foundation has three important implications for the petroleum governance framework. First, it confirms that no person or entity other than the State may explore for or produce petroleum without State authorisation, making licences and PSAs the exclusive legal gateway to petroleum activities.³ Second, it imposes an obligation on the State, acting as trustee, to manage these resources prudently and in the public interest, rather than in the exclusive interest of the State treasury or its commercial partners. Third, it creates a constitutional basis for community interests in petroleum governance: if resources are held by the State for the benefit of all Ugandans, host communities in the Bunyoro Region – who bear the direct costs of extraction – are logical and identifiable beneficiaries of this trust obligation.⁴

¹ Constitution of the Republic of Uganda 1995 (as amended), Art 244(1), read with National Objectives and Directive Principles of State Policy, Objective XIII.

² Petroleum (Exploration, Development and Production) Act, Cap 161 ("PEDPA"), s 4(1).

³ Ibid, s 4(2).

⁴ Constitution (n 1), Art 244(1).

2.2.2 Property Rights and Compulsory Acquisition

Article 26 of the Constitution establishes the right of every person to own property and protects against arbitrary deprivation of property.⁵ Compulsory acquisition is permitted only where it is necessary for public use or in the interest of defence, public safety, public order, public morality, or public health, and only upon prompt payment of fair and adequate compensation before the property is taken. This provision has direct and critical relevance to oil development in the Bunyoro Region, where large-scale land acquisition for petroleum facilities, pipelines, access roads, and resettlement has been a persistent source of community grievance. The constitutional standard is demanding: compensation must be fair, must be adequate, must be paid promptly, and must be paid prior to the taking of the property. Each of these elements imposes a distinct and non-negotiable obligation on the acquiring authority.⁶

The prior-payment element of this standard is not merely textual; it has been authoritatively tested and confirmed by the Supreme Court. In *Uganda National Roads Authority v Irumba Asumani and Peter Magelah*, which arose from the compulsory acquisition of land along the Hoima–Kaiso–Tonya road corridor leading to the Albertine Graben oilfields, the Supreme Court held that the taking of possession of private land before payment of compensation was unconstitutional, and declared the relevant provision of the Land Acquisition Act, Cap 235 – which had permitted the State to take possession before compensating the owner – inconsistent with Article 26(2) of the Constitution.⁷ The Court affirmed that both legal and physical possession of property must follow, and not precede, full compensation, and that this requirement applies irrespective of the public interest served by the acquisition. Because the decision arose directly out of a road project serving the oilfields, and concerned land in the same corridor through which subsequent petroleum infrastructure has been developed, *Irumba* is of direct precedential relevance to petroleum-related land acquisition in Bunyoro: it establishes that any compensation practice in the sector that permits possession, entry, or

⁵ Ibid, Art 26.

⁶ Ibid, Art 26(2): compulsory acquisition is permissible only upon prompt payment of fair and adequate compensation before the property is taken. Each of the four elements – fairness, adequacy, promptness, and prior payment – imposes a distinct and independently enforceable constitutional obligation.

⁷ *Uganda National Roads Authority v Irumba Asumani and Peter Magelah* (Constitutional Appeal No 2 of 2014) [2015] UGSC 22 (29 October 2015), affirming the Constitutional Court in *Irumba Asumani and Peter Magelah v Attorney General and Uganda National Roads Authority* (Constitutional Petition No 40 of 2013).

construction before payment – a pattern documented in the fieldwork underlying this study and examined further in Chapter Four – is not merely a policy shortcoming but a constitutional violation actionable before the courts.

Irumba settles the timing of payment; it does not settle its amount. The Supreme Court held that possession must follow payment, and rejected the argument that the public importance of a planned project justified taking land first, but it did not consider how "fair and adequate" compensation is to be measured. So far as this study has been able to establish, no appellate decision has yet defined "adequate" compensation by reference to a basis of valuation, such as market value or replacement cost. The question of measure, which is the question that matters most to households in Bunyoro, therefore remains governed by statute, administrative guidelines and practice (section 2.4.4). The Supreme Court has, however, recognised that unregistered occupiers hold protected interests that cannot be overridden without engaging them. In *Kampala District Land Board and Another v Venansio Babweyaka and Others* the Court held that bona fide occupants were entitled to be offered the land first, and noted with disapproval that compensation packages had been offered without negotiation or consultation.⁸ The decision supports the argument, developed in Chapter Three, that compensation for occupiers must be negotiated with them rather than imposed.

The constitutional protection of property rights must be read alongside Article 237. Article 237(1) vests land in the citizens of Uganda, and Article 237(3) recognises four tenure systems: customary, freehold, mailo and leasehold.⁹ Article 237(4) entitles citizens holding land under customary tenure to acquire certificates of customary ownership, and Article 237(8) gives lawful and bona fide occupants of mailo, freehold and leasehold land security of occupancy.¹⁰ Customary tenure, which predominates in Bunyoro, is therefore a constitutionally recognised form of ownership and not a lesser form of occupation. Article 237(2)(a) permits the Government or a local government to acquire land in the public interest, but only subject to Article 26, and provides that "the conditions governing such acquisition shall be as prescribed

⁸ *Kampala District Land Board and Another v Venansio Babweyaka and Others* (Civil Appeal No 2 of 2007) [2008] UGSC 3 (11 February 2008).

⁹ Constitution, art 237(1) and (3).

¹⁰ *Ibid*, art 237(4) and (8)–(9).

by Parliament".¹¹ That clause is significant for this study. Parliament's principal response remains the Land Acquisition Act, which dates from 1965 and predates the Constitution by three decades. It prescribes no basis of valuation, no timeline for payment and no obligation to restore livelihoods. The conditions that Article 237(2)(a) required Parliament to prescribe have therefore been supplied largely by administrative guidelines and by the safeguard policies of lenders and companies, rather than by law (sections 2.4.4 to 2.4.6). The Bunyoro-Kitara Kingdom's position rests not on Article 237 but on Article 246, which permits traditional and cultural institutions to exist; any land the Kingdom holds is held under the ordinary tenure systems.

2.2.3 Access to Information

Article 42 of the Constitution establishes the right of access to information in the possession of the State or any organ or agency of the State, subject only to limitations necessary for the protection of the privacy of individuals and the security or other interests of the State.¹² This provision is foundational to the transparency requirements that any adequate petroleum governance framework must satisfy. Information about the terms of PSAs, the fiscal arrangements governing revenue sharing, the conditions of petroleum licences, and the environmental and social obligations imposed on operators is precisely the kind of information that affected communities must access in order to participate meaningfully in governance, exercise oversight, and enforce their rights. PEDPA gives partial effect to this constitutional right by allowing the Minister to make licence and agreement details available to the public.¹³ However, as examined in detail below, this provision is framed as discretionary rather than mandatory, creating a significant tension with the constitutional guarantee.

2.2.4 Environmental Rights

Article 39 of the Constitution guarantees every Ugandan the right to a clean and healthy environment.¹⁴ This provision is directly applicable to petroleum development in the Albertine

¹¹ Ibid, art 237(2)(a).

¹² Ibid, Art 42.

¹³ PEDPA (n 2), s 151: the Minister "may", in accordance with the Access to Information Act, Cap 95, make available to the public details of all agreements, licences, and amendments.

¹⁴ Constitution (n 1), Art 39.

Graben, one of Uganda's most ecologically sensitive and biodiverse landscapes. The right is framed as a constitutional guarantee, not merely a policy aspiration, and as such it creates enforceable obligations on the State and, by implication, on private actors whose operations affect environmental quality. Read with Article 245, which enables Parliament to enact legislation to protect and preserve the environment from abuse, pollution, and degradation, Article 39 provides a strong constitutional mandate for environmental regulation of petroleum activities.¹⁵ The National Environment Act, Cap 181 (NEA) and its subsidiary instruments are the primary legislative expressions of this constitutional obligation.

2.2.5 National Objectives and Directive Principles of State Policy

The National Objectives and Directive Principles of State Policy, though not directly justiciable, establish normative commitments that inform the interpretation of constitutional provisions and guide legislative and executive action. Objective XIII requires the State to protect and preserve the environment for the benefit of present and future generations and to take measures necessary to conserve and manage the environment.¹⁶ Objective XXVII commits the State to ensure that natural resources are managed and utilised responsibly, taking into account the interests of the environment and future generations, and that the benefits of exploitation are shared equitably.¹⁷ These Objectives articulate an intergenerational equity standard and an equitable sharing imperative that, when read with Article 244 and the petroleum legislation, create a coherent constitutional mandate for community-sensitive petroleum governance. Their normative force, while not directly enforceable through litigation, shapes the constitutional framework within which PSAs and petroleum law must be evaluated. Superior courts in many jurisdictions have affirmed that constitutions are living instruments to be interpreted generously and purposively in light of changing circumstances, and the National Objectives must be read as part of this interpretive context in any assessment of the adequacy of petroleum legislation for community protection.

2.3 Primary Petroleum Legislation

¹⁵ Ibid, Art 245.

¹⁶ National Objectives and Directive Principles of State Policy, Objective XIII.

¹⁷ Ibid, Objective XXVII.

2.3.1 The Petroleum (Exploration, Development and Production) Act, Cap 161

(a) Purpose, Scope, and Constitutional Grounding

The Petroleum (Exploration, Development and Production) Act, Cap 161 (PEDPA) is the principal statute governing upstream petroleum activities in Uganda. Enacted in 2013 and now cited by its chapter number under the revised laws of Uganda, PEDPA gives legislative effect to the constitutional framework established under Article 244 and provides the statutory foundation for licensing, regulation, and contractual arrangements in the petroleum sector. The Act's stated purposes are broad. They include regulating petroleum exploration and production in a manner that promotes sustainable development, ensures protection of the environment, provides for national participation and local content, guarantees transparency and accountability, and secures the equitable distribution of petroleum revenues.¹⁸ These purposes are directly relevant to the adequacy criteria developed in this study and provide the interpretive framework within which specific provisions must be assessed.

(b) Institutional Architecture

PEDPA establishes a three-institution model for petroleum governance. The Ministry of Energy and Mineral Development retains policy functions, including negotiating and entering PSAs, granting licences, and making regulations. The Petroleum Authority of Uganda (PAU) is the independent technical regulator responsible for monitoring compliance, administering licences, measuring petroleum, ensuring enforcement, promoting transparency, and protecting the interests of host communities and the public.¹⁹ The Uganda National Oil Company (UNOC) is the State commercial entity that holds and exercises State participating interests in petroleum ventures. PEDPA requires the PAU to perform its functions in an open, objective, fair, and non-discriminatory manner, and expressly requires it to ensure transparency in the petroleum sector.²⁰ The institutional separation between policy, regulation, and commercial participation reflects international best practice, but the effectiveness of this design depends

¹⁸ PEDPA (n 2), s 1(g), read with s 4.

¹⁹ Ibid, s 9 (establishment of the Authority); ss 10–11 (functions and duties).

²⁰ Ibid, ss 10(n) and 11(d): the Authority shall perform its functions in an open, objective, fair, and non-discriminatory manner and shall ensure transparency in the petroleum sector.

critically on institutional independence, capacity, and resources – questions examined in later chapters.

(c) Licensing Regime and Community Interests

PEDPA establishes a tiered licensing system comprising reconnaissance permits, petroleum exploration licences, and petroleum production licences. Each licence type carries distinct rights and obligations. Of particular significance for host communities are the provisions governing land access and the exercise of petroleum rights. PEDPA requires a licensee to obtain consent before entering or conducting activities on specific categories of land, including land within 200 metres of a township, national parks, forest reserves, and fish breeding areas.²¹ PEDPA further obliges the licensee to take into account the interests of the community after obtaining consent.²² Where agreement cannot be reached, the matter is referred to the Minister for determination within 15 days, with the Minister required to consider the concerns of each party.²³ The community consultation requirement is legally significant, but its adequacy is limited: it applies only to defined categories of land, does not require the consent of local communities as a legal condition of operations, and resolves disputes through ministerial determination rather than independent adjudication.

PEDPA requires a licensee to produce evidence of their licence to landowners upon request, failing which the licensee may be treated as a trespasser.²⁴ It also preserves the right of landowners within exploration and development areas to graze stock and cultivate the surface, insofar as these activities do not interfere with petroleum operations.²⁵ These provisions provide some measure of protection for existing land users, but do not constitute consent requirements for petroleum operations as a whole, and do not establish enforceable benefit-sharing obligations for affected communities.

(d) Transparency and Information Access

²¹ Ibid, s 135(1).

²² Ibid, s 135(2).

²³ Ibid, s 135(3)–(5): ministerial referral and determination mechanism where consent is not achieved within 30 days.

²⁴ Ibid, s 135(6).

²⁵ Ibid, s 136.

PEDPA addresses public access to information about licences and agreements. It provides that the Minister "may", in accordance with the Access to Information Act, make available to the public details of all agreements, licences, and amendments, approved field development plans, and all assignments and arrangements in respect of a licence.²⁶ The discretionary formulation – "may" rather than "shall" – is a significant limitation. It means that disclosure is contingent on ministerial choice rather than guaranteed as of right, creating uncertainty about what communities and civil society can access and weakening accountability. This stands in stark contrast to the constitutional right of access to information under Article 42, which frames access as an entitlement rather than a privilege. PEDPA compounds this limitation by providing for mandatory confidentiality of data submitted by licensees, subject only to specified exceptions and to the Access to Information Act.²⁷ The Act does not require PSAs themselves to be published, nor does it establish a proactive obligation on the government to disclose the terms of petroleum agreements. This confidentiality regime means that communities in the Bunyoro Region have no statutory right to know the specific fiscal, environmental, and social obligations that operators have committed to in their agreements with the State – a structural transparency gap with direct implications for accountability and enforceability.

(e) Environmental Compliance

PEDPA imposes a general obligation on all persons engaged in petroleum activities to comply with environmental principles, including the principles of sustainable development, precaution, and the duty to rehabilitate degraded areas.²⁸ The Act further requires environmental impact assessments as a condition of petroleum production licences, making this a mandatory content of any such licence.²⁹ The decommissioning provisions require licensees to prepare decommissioning plans and establish decommissioning funds, providing at least a structural mechanism for addressing long-term environmental obligations.³⁰ PEDPA

²⁶ Ibid, s 151.

²⁷ Ibid, s 152: all data submitted to the Minister by a licensee shall be kept confidential and shall not be reproduced or disclosed to third parties except with prior written consent.

²⁸ Ibid, s 3.

²⁹ Ibid, s 76(1)(f).

³⁰ Ibid, ss 112–113.

also establishes liability for damage caused in connection with decommissioned facilities and provides for joint and several liability where multiple parties are involved.³¹

2.3.2 The Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162

The Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162 governs midstream petroleum activities, including refining, pipeline construction and operation, and storage.³² Its relevance to host communities in the Bunyoro Region is primarily through its application to the East African Crude Oil Pipeline (EACOP), a major infrastructure project traversing communities in the region. The Act imposes environmental and safety standards on midstream operators and requires compliance with national environmental laws. It also establishes mechanisms for regulation of pipeline tariffs and access.³³ It requires that land acquisition for midstream facilities complies with the Land Act and that affected persons are appropriately compensated.³⁴ While the Act provides a framework for regulating midstream operations, it does not create specific community benefit-sharing obligations or enforceable participation rights for communities along pipeline corridors, leaving these to be addressed through the land acquisition and compensation regime under the Land Act, Cap 236 and the Land Acquisition Act, Cap 235.

2.4 Land and Environmental Law Framework

2.4.1 The Land Act, Cap 236 and the Land Acquisition Act, Cap 235

The Land Act, Cap 236 gives effect to the constitutional land tenure framework established under Article 237 of the Constitution. It recognises four systems of land tenure in Uganda: customary, freehold, mailo, and leasehold.³⁵ Of these, customary tenure is most prevalent in the Bunyoro Region and most directly affected by petroleum development. The Land Act recognises and protects the rights of persons holding land under customary tenure, including communal land rights, and establishes procedures for their compensation upon compulsory

³¹ Ibid, s 118.

³² Petroleum (Refining, Conversion, Transmission and Midstream Storage) Act, Cap 162 ("PRCTMS Act"), ss 3–4 (purposes and scope).

³³ Ibid, ss 3–4 (application to midstream activities including pipeline operations).

³⁴ Ibid, s 35.

³⁵ Land Act, Cap 236 ("Land Act"), s 3: the four tenure systems.

acquisition.³⁶ The Land Act does not itself regulate the procedure of compulsory acquisition. Section 43 provides only that the Government or a local government may acquire land in accordance with Articles 26 and 237(2) of the Constitution, leaving procedure to the Land Acquisition Act.³⁷ The Land Act does, however, prescribe how compensation is computed when a dispute about the amount is adjudicated. Section 78 values a customary owner's land at the open market value of the unimproved land, buildings at open market value in urban areas but at depreciated replacement cost in rural areas, and standing crops other than annual crops that could be harvested during the notice period, and adds a disturbance allowance of fifteen per cent, or thirty per cent where less than six months' notice is given.³⁸ The rates used are those compiled by the district land board, which section 60 requires to be reviewed every year.³⁹ These rules are examined in section 2.4.4.

The Land Acquisition Act, Cap 235 is the principal statute governing compulsory acquisition. The Minister declares by statutory instrument that land is required for a public purpose; an assessment officer marks out the land, gives public notice inviting claims, holds an inquiry and makes an award stating the area, the compensation "which in his or her opinion should be allowed", and its apportionment among those interested.⁴⁰ A person dissatisfied with the award may appeal to the High Court within sixty days.⁴¹ Where an appeal is lodged, a claimant refuses payment or payment is otherwise impracticable, the High Court may on the Attorney General's application order the compensation to be paid into court.⁴² Section 7(1), which permitted possession to be taken once an award was made, or earlier on the Minister's certificate, was declared unconstitutional in *Irumba*.⁴³

Three features of the Act matter for host communities. First, it contains no basis of valuation. The amount is left to the assessment officer's opinion; the Act does not refer to market value,

³⁶ Ibid, ss 29–30: recognition and protection of customary land rights including communal land.

³⁷ Land Act, Cap 236, s 43.

³⁸ Ibid, s 78(1)–(2). The jurisdiction to determine disputes over the amount of compensation, conferred by s 77(1)(b), is now exercised by the Chief Magistrates' Courts: Chief Justice, Practice Direction on District Land Tribunals (2006).

³⁹ Ibid, ss 60(1)(e)–(f), (6) and 78(3).

⁴⁰ Land Acquisition Act, Cap 235, ss 3–6.

⁴¹ Ibid, s 13.

⁴² Ibid, s 6(5).

⁴³ *Irumba*, op cit.

replacement cost or depreciation, and in practice the assessment officer is the Chief Government Valuer or a consultant whose work that office approves. Secondly, it contains no timeline between award and payment and no provision for interest on late payment, so the constitutional requirement of "prompt" payment has no statutory content. Thirdly, the payment-into-court procedure in section 6(5) has become the means by which land is obtained from households who refuse the amount offered. In Bunyoro, the Attorney General has used it to secure orders to deposit compensation and take possession of land required for the Tilenga project (section 4.5.5). Whether a deposit into court is "payment" for the purposes of Article 26 and *Irumba* is a question the appellate courts have not yet decided, and a constitutional challenge to the procedure has been filed.⁴⁴ The Act was designed for an era of occasional public works and has not been adapted to the scale, speed and private-sector involvement of petroleum development.

The Constitution, the Land Act, the Land Acquisition Act and PEDPA therefore apply three different measures of compensation to the same land: "fair and adequate" compensation under Article 26, an assessment officer's opinion under the Land Acquisition Act (with the section 78 rules applying when the amount is litigated), and "fair and reasonable" compensation measured by the reduction in market value under section 139 of PEDPA. The interaction between these instruments creates a complex legal environment for land access in the petroleum sector. PEDPA's provisions on land access and community consultation must be read alongside the requirements of both land statutes. Where PEDPA, in sections 135(3)–(5), refers a failure to agree on a landowner's consent to the Minister, who decides the matter after considering the concerns of each party, this must be consistent with the constitutional requirements for fair and adequate prior compensation enforced through the Land Acquisition Act and now expressly confirmed by *Irumba*. In practice, documented grievances in the Bunyoro Region suggest that the compensation process has been contentious, with disputes

⁴⁴ *Daniel Omara, Advocates for Natural Resources and Development and Resource Rights Africa Limited v Attorney General and Uganda National Roads Authority* (Constitutional Petition, filed June 2021), challenging ss 6, 10 and 15 of the Land Acquisition Act; reported in Daily Monitor, 'AG, UNRA Dragged to Court over Land Compensation Law' (2 June 2021) <<https://www.monitor.co.ug/uganda/news/national/ag-unra-dragged-to-court-over-land-compensation-law-3422738>> accessed 9 October 2026.

over valuation, delays in payment, and inadequate resettlement – issues examined in detail in Chapters Three and Four.

2.4.2 The National Environment Act, Cap 181

The National Environment Act, Cap 181 (NEA) is the principal environmental statute in Uganda. It establishes NEMA as the lead agency for environmental management, sets out the principles of environmental management including the polluter pays principle, the precautionary principle, and inter-generational equity, and requires all persons and institutions to manage the environment in a manner that promotes sustainable development.⁴⁵ The NEA explicitly prohibits acts or omissions that may significantly degrade the environment and empowers NEMA to take enforcement action against violators, including seeking injunctions, issuing compliance orders, and imposing fines. The NEA establishes NEMA's enforcement mandate, which extends to petroleum operators conducting activities in environmentally sensitive areas such as the Albertine Graben.⁴⁶

The NEA provides the broader environmental governance framework within which petroleum-specific environmental obligations operate. Its principles of precaution, polluter pays, and sustainable development are applicable to petroleum activities and supplement the specific environmental provisions in PEDPA and the PSA. However, the NEA does not create specific community-level rights to environmental protection beyond the general prohibition on degradation. The right to a clean and healthy environment under Article 39 of the Constitution provides a stronger, justiciable foundation for community environmental claims, though the procedural pathway for enforcing this right in the context of petroleum development remains underdeveloped.

2.4.3 The Local Governments Act, Cap 138

The Local Governments Act, Cap 138 establishes the framework for decentralised governance in Uganda, vesting significant administrative and developmental functions in district councils. District councils in the Bunyoro Region – including Hoima, Buliisa, and Kikuube – have

⁴⁵ National Environment Act, Cap 181 ("NEA"), ss 2, 4: establishment of NEMA; principles of environmental management including polluter pays, precaution, and inter-generational equity.

⁴⁶ Ibid, s 113.

formal functions relating to land management, environmental management, and the delivery of social services.⁴⁷ District councils are required to receive and review development plans that affect their areas.⁴⁸ In principle, local governments should serve as institutional advocates for the interests of host communities in the petroleum governance process. However, the petroleum legislation does not establish formal roles or consultation rights for local governments in PSA negotiation, licensing decisions, or the determination of community benefit-sharing arrangements. The NOGP acknowledges local government coordination roles, but these are framed as supportive functions rather than substantive participatory rights. This institutional gap weakens the accountability chain between State-level petroleum governance and the communities most directly affected by oil development.

2.4.4 Valuation and Compensation: Bases of Value and the Role of the Chief Government Valuer

(a) The three bases of value.

Three bases of value recur in Uganda's compensation practice, and the choice between them largely determines whether a displaced household can rebuild. *Market value* is the price the property would fetch between a willing seller and a willing buyer; the Land Act uses this formulation when land is bought for tenants through the Land Fund.⁴⁹ *Depreciated replacement cost* is the current cost of building an equivalent structure, less a deduction for the age and condition of the existing one. *Full replacement cost* is the amount needed to replace the lost asset with one of equivalent size and utility, together with the transaction costs of doing so, without any deduction for depreciation. The first two bases measure what the owner had. Only the third measures what the owner needs in order to be restored.

(b) The statutory rules.

Uganda's law adopts the first two bases and not the third. For disputes about compensation for land acquired by the Government, section 78 of the Land Act values a customary owner's land at the open market value of the unimproved land, buildings in rural areas at depreciated

⁴⁷ Local Governments Act, Cap 138 ("LGA"), s 9 and Third Schedule: functions of district councils including land management, environmental management, and social services delivery.

⁴⁸ Ibid, s 35.

⁴⁹ Land Act, Cap 236, s 42(6)(a) ("fair market valuation assessed on a willing seller willing buyer basis").

replacement cost, and standing crops at the district land board's rates, and adds a disturbance allowance of fifteen or thirty per cent.⁵⁰ Under PEDPA, compensation for damage to the surface of land is measured by the reduction in its market value, excluding any value attributable to petroleum, and payment of rent or compensation for the termination of an occupancy is deemed adequate compensation for loss of use of the land.⁵¹ The Land Acquisition Act prescribes no basis at all.⁵² The Ministry of Lands has issued Guidelines for Compensation Assessment under Land Acquisition (2017) to standardise practice, but they are administrative guidance and, as practitioners have observed, may lack the force of law.⁵³

(c) District compensation rates.

Crops, trees and non-permanent buildings are valued at rates compiled by each district land board, which the Land Act requires to be reviewed every year after consultation with the district's technical officers.⁵⁴ The duty is clear, but the statute attaches no consequence to its breach: a rate list that has not been reviewed remains in use, and nothing entitles an affected person to an updated rate. Practitioners identify the absence of updated district rates as one of the principal causes of inadequate compensation.⁵⁵ In the oil region, Human Rights Watch reports that companies said they followed the rates set by district land boards, while affected persons were told the low rates were the districts' responsibility, so that no actor accepted responsibility for their adequacy.⁵⁶

(d) The Chief Government Valuer.

The Chief Government Valuer occupies three roles in petroleum-related acquisition. The office approves the valuation reports on which compensation is paid, including those prepared by private consultants engaged for the project.⁵⁷ Under PEDPA it determines disputes between a

⁵⁰ Ibid, s 78(1)–(3).

⁵¹ PEDPA, s 139(1)(a), (c).

⁵² Land Acquisition Act, Cap 235, s 6(1)(b).

⁵³ Ministry of Lands, Housing and Urban Development, *Guidelines for Compensation Assessment under Land Acquisition* (June 2017); Byamukama, op cit.

⁵⁴ Land Act, Cap 236, s 60(1)(e)–(f) and (6).

⁵⁵ Byamukama, op cit.

⁵⁶ Human Rights Watch, "Our Trust is Broken", op cit.

⁵⁷ Bigiira, op cit; Human Rights Watch op cit, reporting the companies' statement that land and permanent building rates were determined by a registered valuer and approved by the Chief Government Valuer.

licensee and a landowner over rent and compensation.⁵⁸ And it acts for the Government, which is both the acquiring authority and, through the national oil company, a participant in the projects for which the land is acquired. The same office thus approves the valuation, resolves objections to it and serves the party that pays. PEDPA gives the affected person no express right of appeal from the Chief Government Valuer's determination, and the officer is not a tribunal bound by rules of procedure or required to give reasons. An official of the Ministry of Lands has described the office as understaffed and poorly facilitated, and as mainly supervising the work of consultant valuers rather than carrying out valuations itself.⁵⁹

(e) Assessment.

The framework has three structural weaknesses. First, its bases of value measure the loss of an asset rather than the cost of replacement; depreciated replacement cost in particular pays a rural household less for an old mud-and-wattle house than it will cost to build a new one, although the household cannot live in the deduction. Secondly, it has no rule on time: valuations are not required to be paid within a fixed period, are not automatically updated when payment is delayed, and carry no statutory interest. Thirdly, its central institution lacks independence from the acquiring side. Together these features mean that the constitutional standard of "fair and adequate" compensation is translated, at the decisive point, into rules and practices that are neither fully fair nor adequate. Section 3.5.3 tests them against the losses that host communities in Bunyoro actually suffer.

2.4.5 The Valuation Act, 2026

The Valuation Act, 2026 is the most significant recent reform of the valuation framework. It originated as the Valuation Bill, 2024, which Parliament passed on 4 September 2025.⁶⁰ The President assented to it on 19 February 2026, and it came into force on 19 March 2026.⁶¹ The

⁵⁸ PEDPA, ss 138(2) and 139(2).

⁵⁹ Bigiira, op cit.

⁶⁰ Parliament of Uganda, 'Real Estate Sector Leaps Forward with Passing of Valuation Bill' (Parliament News, 4 September 2025) <https://www.parliament.go.ug/news/4188/real-estate-sector-leaps-forward-passing-valuation-bill> accessed 10 October 2026.

⁶¹ Deogratius Wamala, 'What Uganda's Building, Valuation Laws Overlook' *Daily Monitor* (Kampala, 21 April 2026) <https://www.monitor.co.ug/uganda/business/prosper/what-uganda-s-building-valuation-laws-overlook-5429812> accessed 10 October 2026; KTA Advocates, 'How the Valuation Act 2026 and the Building Control (Amendment) Act 2026 Will Affect the Built Environment' <https://www.ktaadvocates.com/how-the-valuation->

Act responds to two related problems. The first, identified by the Uganda Law Reform Commission, was the absence of a unified legal framework for valuation services, which had rendered valuations unreliable, multiplied valuation disputes and weakened public confidence in the valuation system.⁶² The second was the absence of enforceable professional accountability. Commentators have linked the passage of the Act to litigation in which valuers were held liable in negligence for overstating the value of property, a failing for which the profession had previously possessed no institutional sanction.⁶³

The Act regulates the practice of valuation and establishes the Institute of Certified Valuers of Uganda, governed by a Council.⁶⁴ Only registered and certified valuers may practise. A sole practitioner must hold a practising certificate and a valuation firm an annual practice licence, both of which expire on 31 December each year.⁶⁵ The Act establishes a register of valuers that may be consulted by the public,⁶⁶ prescribes a code of professional ethics, and imposes a duty to provide proper valuation services, which includes giving prior notice to the owner and physically inspecting the property.⁶⁷ It creates offences, among them making false statements in a valuation report, failing to report an alteration to a report and impersonating a certified valuer,⁶⁸ and unlicensed practice is punishable by a fine of up to Shs 10 million, imprisonment for up to two years, or both.⁶⁹ The Act further places the Office of the Chief Government Valuer on a statutory footing and charges it with statutory valuations, including valuations for compensation where land is compulsorily acquired for public works.⁷⁰ It has been described as

[act-2026-and-the-buildingcontrol-amendment-act-2026-will-affect-the-built-environment/](#) accessed 10 October 2026.

⁶² Uganda Law Reform Commission, 'Study on Developing Legislation to Govern Valuation Services in Uganda', op cit.

⁶³ Deogratius Wamala, 'Blind Spots in Building and Valuation Law' *Daily Monitor* (2026), Busitema University Institutional Repository <https://bdears.busitema.ac.ug/items/3d7f5e2d-4d99-4550-a71c-8c225ef335fc> accessed 10 October 2026, referring to a decision of the Commercial Court of 2 March 2026.

⁶⁴ Kentaro Mugerwa & Co Advocates, 'Impact of the Valuation Act, 2026 on the Operations of Financial Institutions' (26 July 2026) <https://kmlawadvocates.com/2026/07/26/impact-of-the-valuation-act-2026-on-the-operations-of-financial-institutions/> accessed 10 October 2026.

⁶⁵ Valuation Act, 2026, ss 24–25; Kentaro Mugerwa & Co Advocates, op cit.

⁶⁶ Valuation Act, 2026, s 41; Kentaro Mugerwa & Co Advocates, op cit.

⁶⁷ Valuation Act, 2026, s 36; Kentaro Mugerwa & Co Advocates, op cit.

⁶⁸ Valuation Act, 2026, s 37; Kentaro Mugerwa & Co Advocates, op cit.

⁶⁹ Wamala, 'What Uganda's Building, Valuation Laws Overlook', op cit.

⁷⁰ Kentaro Mugerwa & Co Advocates (n 5); AptLawyer, 'What Uganda's New Valuation Act 2026 Says About Your Property's Value' (13 June 2026) <https://aptlawyer.ellasolutions.co.ug/what-ugandas-new-valuation-act-2026-says-about-your-property-s-value/> accessed 10 October 2026.

adopting internationally aligned valuation standards, so that the Government, lenders and members of the public value property within a common framework.⁷¹

Four provisions of the Bill as passed by Parliament are of particular significance for host communities. The Bill made the Chief Government Valuer the assessment officer for compulsory acquisition under the Land Acquisition Act. It empowered that office to approve, reject or alter the reports of consultant valuers engaged in its place. It provided for a value reconciliation committee where independent valuers reach significantly different values. Most importantly, it provided that a statutory valuation for compulsory acquisition is valid for two years from the date of the valuation report.⁷² It is equally important to recognise what the Act does not do. It does not fix property prices or rates of compensation, and it does not itself regulate compulsory acquisition, which remains governed by Article 26 of the Constitution, the Land Acquisition Act and the Land Act.⁷³

The question for this study is whether the Act addresses the weaknesses identified in section 2.4.4. It does so only in part. On professional regulation it represents a genuine advance. Valuers are now registered, licensed, bound by a code of ethics and a statutory duty of care, and exposed to criminal and disciplinary sanction. This responds directly to the problem of unreliable, inflated and inconsistent valuations, and it gives an aggrieved person both a register against which to verify a valuer and a professional body to which to complain.

On the problem of stale valuations, the two-year validity rule is potentially the Act's most important protection for affected persons. Had such a rule applied to the Tilenga and EACOP acquisitions, in which land valued between 2017 and 2019 was paid for three to five years later, many valuations would have lapsed before payment was made.⁷⁴ The rule is, however, silent on the consequences of lapse. It does not state whether a fresh valuation at current values is mandatory, whether the affected person is entitled to insist on one, or whether possession may lawfully be taken on the strength of an expired valuation. In the absence of such provision,

⁷¹ AptLawyer, op cit.

⁷² Valuation Bill, 2024, cls 2(3), 2(6)–(7), 31 and 35(1), (4)
https://bills.parliament.ug/uploads/5756Valuation_Bill_2024.pdf accessed 10 October 2026.

⁷³ AptLawyer, op cit.

⁷⁴ Human Rights Watch, "Our Trust is Broken", op cit.

the rule is capable of being satisfied by a formal revaluation at the original rates, which would leave the substantive problem of delay untouched.

On valuation standards the Act is largely procedural. The adoption of internationally aligned standards governs how a valuer arrives at and reports a value, but it does not prescribe the basis of value to be applied in compensation. The Act leaves undisturbed the two rules that operate most harshly upon rural households, namely the valuation of rural buildings at depreciated replacement cost under section 78 of the Land Act and the reliance on district land board rate lists for crops and temporary structures.⁷⁵ As commentators on the Act have observed, it does not set property values.⁷⁶ Whether the valuation standards made under it will require compulsory acquisition to be assessed at full replacement cost, without deduction for depreciation, therefore remains an open question.

On institutional accountability, the Act strengthens the Chief Government Valuer without rendering the office independent of the acquiring Government. By conferring statutory responsibility for compensation valuations on that office, it entrenches rather than separates the concentration of functions described in section 2.4.4, under which the same office approves the valuation, determines disputes arising under PEDPA and serves the Government that pays the compensation. The ethical and disciplinary regime established by the Act is directed principally at valuers in private practice, and it is not evident that it affords a property owner any means of challenging a statutory valuation made by the Chief Government Valuer. Finally, on compensation itself, the Act, so far as the available commentary discloses, makes no provision for timelines for payment, interest on delayed payment, disclosure of the valuation report to the affected person or a right to commission an independent valuation. Nor does it address livelihood restoration, which lies beyond the province of a valuation statute.

The Valuation Act, 2026 therefore improves the quality and regulation of valuers without altering the measure of compensation. It protects affected landowners against incompetent or dishonest valuation, but not against a valuation that is competent, honest and nonetheless inadequate because the basis on which it proceeds is inadequate. For host communities in

⁷⁵ Land Act, Cap 236, ss 60(1)(e)–(f) and 78(1).

⁷⁶ AptLawyer, *op cit*.

Bunyoro, whose principal grievances concern outdated rates, depreciation and delay, the Act is a necessary but insufficient reform. The changes required to complete it, whether by amendment of the Act or through the valuation standards made under it, are set out in section 5.3.1(f).

2.4.6 Policies and Proposed Legislation on Land Acquisition, Resettlement and Livelihood Restoration

Uganda has no statute on resettlement or livelihood restoration. The gap has been addressed through policy, project frameworks and proposals for legislation, none of which has yet become binding law. The *National Land Acquisition, Resettlement and Rehabilitation Policy* was prepared by the Ministry of Lands in 2018 to set national principles for compensation, resettlement and the rehabilitation of displaced persons.⁷⁷ Because it has not been approved, it binds neither the Government nor licensees, and it cannot be relied on by an affected person as a source of rights. For the petroleum sector, the Ministry of Energy and the joint venture partners adopted a Land Acquisition and Resettlement Framework in 2016 to govern resettlement for the Albertine projects.⁷⁸ It too is a policy instrument; its commitments operate through the companies' resettlement action plans rather than as enforceable entitlements.

Two attempts at legislation have failed. The Constitution (Amendment) Bill, 2017 sought to amend Article 26 so as to allow the Government to take possession of land while a dispute over compensation was pending, after depositing the assessed amount; it met strong public opposition and was withdrawn in 2019.⁷⁹ In its place the Government proposed a Land Acquisition Bill, 2019, to replace the 1965 Act and to establish a tribunal to resolve compensation disputes quickly, while maintaining that landowners could negotiate only the

⁷⁷ Ministry of Lands, Housing and Urban Development, *National Land Acquisition, Resettlement and Rehabilitation Policy* (Revised Draft, 2018) <<https://mlhud.go.ug/documents/181113-larrp-revised-draft-3>> accessed 9 October 2026.

⁷⁸ Ministry of Energy and Mineral Development, *Land Acquisition and Resettlement Framework* (December 2016), as described in Byamukama, op cit.

⁷⁹ Daily Monitor, 'Government Softens on Compulsory Land Acquisition' (20 March 2019) <<https://www.monitor.co.ug/uganda/news/national/government-softens-on-compulsory-land-acquisition-1814614>> accessed 9 October 2026.

amount and not whether the land was taken.⁸⁰ The Bill was listed again for reintroduction in 2022 but has not been enacted.⁸¹

Two conclusions follow. First, the proposals have been driven by the Government's wish to acquire land faster, not by the protection of affected persons. The 2017 Bill would have reversed *Irumba*. The 2019 Bill offered speed of dispute resolution, but none of the published accounts suggests that it would have introduced replacement cost, livelihood restoration or interest on delayed payment. Secondly, the protective content that does exist – replacement cost, cut-off dates, livelihood restoration, grievance mechanisms – is found in policy and in lenders' and companies' standards, which affected persons cannot enforce in a Ugandan court. The law has not caught up with the policy, and the policy has not been made law.

2.5 The Subsidiary Regulatory Framework

2.5.1 National Content Regulations 2016

The Petroleum (Exploration, Development and Production) (National Content) Regulations 2016, SI No 47 of 2016 operationalise PEDPA's national content requirements. The Regulations define national content as the quantum of composite value added to or created in the Ugandan economy through the utilisation of Ugandan human resources, goods, and services.⁸² They require licensees and their contractors to give preference to Ugandan goods, services, and human resources that are competitive in terms of quality, price, and availability, and to develop and implement national content plans specifying targets and timelines for increasing local participation across employment, procurement, training, and technology transfer.⁸³ Minimum thresholds are set for Ugandan participation in various service categories, with increasing requirements as operations move from exploration to production phases.

The National Content Regulations represent a meaningful attempt to connect petroleum wealth to local economic participation. Specific provisions require operators to recruit and train

⁸⁰ Ibid.

⁸¹ Daily Monitor, 'Govt Resurrects Emotive Land Acquisition Bill' (9 June 2022) <<https://www.monitor.co.ug/uganda/news/national/govt-resurrects-emotive-land-acquisition-bill-3843062>> accessed 9 October 2026.

⁸² Petroleum (Exploration, Development and Production) (National Content) Regulations 2016, SI No 47 of 2016 ("National Content Regulations"), regs 3–4: definition of national content and general obligations.

⁸³ Ibid, reg 5: minimum local content thresholds and national content plans.

Ugandan nationals, engage Ugandan suppliers and contractors, and report annually on national content performance. The PAU is empowered to monitor compliance and enforce the Regulations. However, the Regulations focus primarily on national-level participation rather than community-specific benefit-sharing. They do not establish specific obligations to prioritise employment or procurement from host communities in the Bunyoro Region, leaving the distribution of local content benefits to operators' discretion. This gap is noted in the National Local Content Policy for Petroleum in Uganda, which acknowledges aspirations for community-level participation but does not translate them into enforceable obligations.⁸⁴

2.5.2 Environmental Impact Assessment Regulations

The National Environment (Environmental Impact Assessment) Regulations 1998 govern the environmental impact assessment process for all projects likely to have a significant adverse impact on the environment, including petroleum projects, which are listed as Category A projects requiring mandatory full EIAs.⁸⁵ The EIA Regulations establish a process that includes screening, scoping, preparation of an EIA report, public participation, and review by the National Environment Management Authority (NEMA). They require the proponent of a Category A project to carry out a public hearing and to ensure that potentially affected communities and interested parties have the opportunity to review the EIA report and to be heard before a decision is made.⁸⁶ NEMA is required to issue a decision within a specified period and may impose conditions on the approval.⁸⁷

The public participation requirement in the EIA process is the most significant formal mechanism for community involvement in the petroleum governance framework. It provides a legally mandated opportunity for host communities in the Bunyoro Region to engage with environmental and social impact information, raise concerns, and have those concerns formally considered before project approval. In practice, however, the effectiveness of this mechanism depends on the quality of the EIA process, the accessibility of information, the timing of

⁸⁴ National Local Content Policy for Petroleum in Uganda (2017).

⁸⁵ National Environment (Environmental Impact Assessment) Regulations 1998, SI No 13 of 1998 ("EIA Regulations"), remaining in force as subsidiary legislation under the revised Laws of Uganda, reg 4: petroleum projects are Category A projects requiring mandatory full EIAs.

⁸⁶ Ibid, regs 16–17: public participation requirements in the EIA process.

⁸⁷ Ibid, reg 20: review of EIA reports and conditions attached to approval.

consultations, and the extent to which NEMA incorporates community concerns into its decision. The Tilenga Project Environmental and Social Impact Assessment Non-Technical Summary (Tilenga Project ESIA),⁸⁸ discussed in Chapter Four, illustrates both the scope of community concerns raised during the EIA process and the limitations of the mechanism in ensuring that concerns are meaningfully addressed.⁸⁹

2.5.3 Social Impact Assessment: The 2020 Environmental and Social Assessment Regulations

The 1998 EIA Regulations were framed primarily around environmental impacts, and their capacity to capture the social dimensions of petroleum development – displacement, loss of livelihoods, cultural disruption, and gendered impacts – has been strengthened by the subsequent National Environment (Environmental and Social Assessment) Regulations 2020, made under the National Environment Act 2019.⁹⁰ The ESA Regulations formalise environmental and social impact assessment as a single integrated procedure, requiring that a project brief or full environmental and social impact assessment address not only ecological effects but also the social, economic, and cultural impacts, risks, and concerns of a proposed project, and empowering NEMA to require a detailed environmental and social impact assessment where a project brief discloses insufficient mitigation of anticipated social impacts.⁹¹ For petroleum projects in the Bunyoro Region, this means that the statutory assessment obligation extends explicitly to resettlement, livelihood restoration, and community welfare concerns, not merely to physical environmental effects – a welcome development that narrows, without fully closing, the gap between the framework's environmental and social protections discussed further in Chapter Three. Because the ESA Regulations post-date the Tilenga and Kingfisher ESIA processes examined in Chapter Four, their practical effect on community protection in Bunyoro remains, at the time of this study, still to be tested against subsequent project approvals.

⁸⁸ TotalEnergies EP Uganda B.V., *Tilenga Project Environmental and Social Impact Assessment Non-Technical Summary* (TotalEnergies, 2019) ("Tilenga Project ESIA").

⁸⁹ Ibid, Section 5.2–5.3: stakeholder engagement phases and community issues raised.

⁹⁰ National Environment (Environmental and Social Assessment) Regulations 2020, SI No 143 of 2020 ("ESA Regulations"), made under the National Environment Act 2019.

⁹¹ Ibid, regs on project briefs and environmental and social impact assessment; certificate of approval requirements.

2.5.4 Waste Management and Audit Regulations

The National Environment (Waste Management) Regulations 1999 impose obligations on waste generators, including petroleum operators, to manage waste in an environmentally sound manner, minimise waste generation, and obtain permits for waste disposal.⁹² These obligations are directly relevant to petroleum operations in the Bunyoro Region, where waste from drilling activities, produced water, and contaminated soils presents significant environmental risks. NEMA is empowered to inspect facilities, require environmental audits, and take enforcement action for non-compliance.⁹³ The National Environment (Audit) Regulations 2006 require proponents of approved projects to conduct periodic environmental audits and submit audit reports to NEMA, enabling ongoing monitoring of compliance with EIA conditions and environmental standards.⁹⁴ These provisions create a regulatory basis for continuous environmental oversight, but their effectiveness depends on NEMA's institutional capacity, staffing, and independence from political influence.

2.6 The National Oil and Gas Policy 2008

The National Oil and Gas Policy 2008 (NOGP) is the foundational policy document for Uganda's petroleum sector and provides the interpretive context for the legislative and regulatory framework described above. The NOGP was approved by Cabinet in January 2008, following the discovery of commercially viable petroleum resources in the Albertine Graben, and establishes the overarching goal of using oil and gas resources to contribute to poverty eradication and create lasting value for society. Its guiding principles are directly relevant to the adequacy of host-community protection within the PSA framework.

The Policy commits the State to high standards of transparency and accountability in licensing, procurement, exploration, development and production operations, and revenue management, and expressly endorses disclosure of payments and revenues in line with accepted reporting

⁹² National Environment (Waste Management) Regulations 1999, SI No 52 of 1999, remaining in force as subsidiary legislation.

⁹³ Ibid, regs 6–8: NEMA powers of inspection, audit, and enforcement action.

⁹⁴ National Environment (Audit) Regulations 2006, SI No 23 of 2006, regs 3–4: obligations to conduct periodic environmental audits and submit reports to NEMA.

standards.⁹⁵ It requires oil companies and operators to protect the environment and return all sites on which oil and gas activities are undertaken to their original condition as an environmental obligation.⁹⁶ Under the principle described as the Spirit of Co-operation, the State commits to extend constructive dialogue and mutually beneficial relationships to communities in oil-producing regions and to ensure that the interests of local communities are taken into account, including the sharing of royalties in line with the Constitution and relevant laws.⁹⁷ The Policy also establishes intergenerational equity as a guiding principle, requiring that the activities of the current generation do not burden future generations through depletion of non-renewable resources.⁹⁸

These policy commitments are normatively significant. They confirm that the Government intended, from the outset of the sector's development, that transparency, environmental responsibility, community engagement, and benefit-sharing would be core features of petroleum governance. The challenge lies in the relationship between policy intent and legal operationalisation. Policies are not directly enforceable as law, and their translation into binding statutory and contractual obligations is uneven, as the analysis of PEDPA, the Model PSA, and the environmental regulations demonstrates. The gap between the NOGP's normative commitments and the enforceability of those commitments in primary legislation and PSA terms is a central finding of this study.

2.7 The Model Production Sharing Agreement 2012

2.7.1 Structure and Legal Status

The Model Production Sharing Agreement 2012 (Model PSA 2012) is the State's standard template for production sharing contracts between the Government and International Oil Companies. It reflects the Government's standard terms on fiscal arrangements, operational obligations, environmental requirements, and community-related provisions. Because executed PSAs are confidential under PEDPA and Article 33 of the Model PSA itself, the 2012

⁹⁵ Government of Uganda, *National Oil and Gas Policy for Uganda* (Ministry of Energy and Mineral Development, February 2008) ("NOGP"), Principle 5.1.3.

⁹⁶ Ibid, Principle 5.1.5.

⁹⁷ Ibid, Principle 5.1.6: the interests of local communities in areas where oil and gas production is undertaken shall be taken into account, including by sharing royalties in line with the Constitution and relevant laws.

⁹⁸ Ibid, Principle 5.1.1: intergenerational equity.

Model serves as the primary contractual reference for this study.⁹⁹ Its terms represent the framework within which actual agreements are likely to operate, subject to negotiated variations that cannot be examined directly due to confidentiality constraints.

The Model PSA 2012 is made under PEDPA, which authorises the Government to enter into petroleum agreements consistent with the Act.¹⁰⁰ Under Article 30.1, the agreement is governed by and interpreted in accordance with the laws of Uganda. These provisions establish the Model PSA as a contract embedded in, and subordinate to, the statutory and constitutional framework. It cannot lawfully override or exclude statutory obligations, including obligations imposed by the Constitution, PEDPA, the Land Act, the Land Acquisition Act, or the NEA. Understanding the PSA's legal character as a subordinate contractual instrument is critical to assessing its role in either reinforcing or undermining the statutory protections examined above.

2.7.2 Fiscal Architecture: Royalty, Cost Oil, and Profit Oil

The fiscal structure of the Model PSA 2012 determines how petroleum revenues are distributed between the State and the IOC, and therefore shapes the pool of resources available for public benefit, including community development in the Bunyoro Region. The fiscal regime comprises four main components: royalty, cost recovery, profit petroleum sharing, and taxation.

Article 9 of the Model PSA establishes a sliding-scale royalty payable to the Government based on gross daily production, with rates ranging from a base of 2.5 per cent at low production volumes to 15 per cent at production exceeding 40,000 barrels per day, in addition to a negotiated variable "X" per centage.¹⁰¹ Royalties are received by the Government monthly, in kind or in cash at the Government's election.¹⁰² Article 11 governs cost recovery. The Licensee is entitled to recover its petroleum exploration and development costs – defined as "cost oil" – from production before the profit oil is determined. The cost recovery cap, which determines

⁹⁹ Republic of Uganda, *Model Production Sharing Agreement 2012* ("Model PSA 2012"), Preamble and Art 1; Art 30.1: the Agreement is governed by and interpreted in accordance with the laws of Uganda.

¹⁰⁰ PEDPA (n 2), s 6.

¹⁰¹ Model PSA 2012 (n 60), Art 9: sliding-scale royalty based on gross daily production volumes.

¹⁰² Model PSA 2012 (n 60), Art 9.2.

the maximum proportion of production that can be applied to cost recovery in any period, is a critical fiscal variable. The Model PSA fixes that cap at not more than sixty-five per cent of available crude oil.¹⁰³ If this cap is set too high, insufficient petroleum may remain for profit sharing, reducing the State's take.¹⁰⁴

Article 12 governs profit petroleum sharing, which is the mechanism by which remaining production after royalty and cost oil is distributed between the Government and the Licensee. The Model PSA employs an "R-Factor" mechanism – a ratio of cumulative revenues to cumulative expenditure – to determine the applicable profit-sharing per centage. As the R-Factor increases (indicating greater profitability), a progressively larger share of profit petroleum accrues to the Government.¹⁰⁵ State participation is further provided for by Article 10, under which the Government or its nominee may elect to participate, up to a maximum of twenty per cent, through a joint venture agreement with the Licensee.¹⁰⁶ Together, these fiscal mechanisms define the Government's overall financial take from petroleum production, but they do not specify how Government revenues are to be distributed to host communities, leaving benefit-sharing dependent on political decisions about public expenditure rather than legally enforceable community entitlements.

2.7.3 Environmental Provisions in the Model PSA

Article 23 of the Model PSA 2012 sets out the Licensee's environmental obligations, making it the most directly community-relevant provision in the contract. Article 23.1 requires the Licensee to conduct all petroleum activities in accordance with PEDPA, the Regulations, the National Environment Act, the Occupational Safety and Health Act, and other applicable laws, in order to prevent or minimise danger to human life or property, or pollution or harm to wildlife or the environment.¹⁰⁷ Article 23.2 requires the Licensee to take appropriate remedial measures if its activities endanger persons or property or cause pollution or environmental harm to a degree unacceptable to the Government, and obliges the Licensee to repair as far as

¹⁰³ Model PSA 2012 (n 60), Art 11.

¹⁰⁴ Ibid, Art 11: cost recovery and cost oil mechanism; the cost recovery cap is a key negotiated variable.

¹⁰⁵ Ibid, Art 12.1–12.5: profit petroleum sharing using the R-Factor mechanism.

¹⁰⁶ Ibid, Art 10: State participation.

¹⁰⁷ Ibid, Art 23.1: environmental compliance obligation.

reasonably possible any damage to the environment. If the Licensee fails to act, the Government may carry out remedial measures for the Licensee's account.¹⁰⁸

Article 23.5 requires the Licensee to take all necessary and adequate steps to ensure adequate compensation for injury to persons or damage to property caused by the effect of petroleum activities.¹⁰⁹ Article 23.8 obliges the Licensee to conduct petroleum activities in an environmentally acceptable manner consistent with best petroleum industry practices and applicable laws, and to make the required environmental impact studies available to its employees, contractors, and subcontractors.¹¹⁰ These provisions, read together, impose meaningful environmental and compensation obligations on Licensees. They are, however, framed in terms of compliance with applicable law rather than creating independently enforceable rights for communities. Their practical effect depends on the standards set by national environmental law, NEMA's enforcement capacity, and the clarity of the compensation obligation in Article 23.5 – which, as examined in Chapter Three, is weakened by the absence of specific community compensation mechanisms and accessible grievance processes.

2.7.4 Training, Employment, and Local Content

Article 19 of the Model PSA addresses training, research, and employment. Article 19.1 requires the Licensee to train and employ suitably qualified Ugandan citizens in accordance with PEDPA and the National Content Regulations.¹¹¹ Article 19.2 requires the Licensee to provide opportunities for Government personnel to be seconded for training. Article 19.3 establishes annual training and research fees payable by the Licensee to the Government, ranging from USD 200,000 per year during exploration to USD 400,000 per year per licence following the commencement of production.¹¹² These provisions operationalise the national content obligations in PEDPA and the National Content Regulations, but, like the regulatory

¹⁰⁸ Ibid, Art 23.2: remedial measures and Government step-in right.

¹⁰⁹ Ibid, Art 23.5.

¹¹⁰ Ibid, Art 23.8.

¹¹¹ Ibid, Art 19.1.

¹¹² Ibid, Art 19.3.

framework itself, they are oriented towards national-level participation and do not specifically address employment or training preferences for communities in the Bunyoro Region.

2.7.5 Confidentiality and Transparency Limitations

Article 33 of the Model PSA establishes a comprehensive confidentiality regime. Article 33.1 provides that the Agreement itself, together with any confidential information of a party which becomes known to the other party in connection with its performance, shall not be published or disclosed to third parties without the other party's written consent. Article 33.2 defines confidential information as information identified as confidential by the party originally in possession of it. The clause therefore makes the text of the executed agreement, and not merely data exchanged under it, confidential by default.¹¹³ That obligation is expressly made subject to the Constitution, PEDPA, the Regulations and the Access to Information Act, which acknowledges that those instruments may require disclosure. However, in practice, the confidentiality provision has been applied to prevent disclosure of executed PSAs to Parliament and the public. The Global Witness analysis of Uganda's oil contracts confirms that PSA terms have not been publicly disclosed, notwithstanding the constitutional right of access to information and PEDPA's discretionary disclosure provision.¹¹⁴

This confidentiality architecture has significant implications for host communities. Communities in the Bunyoro Region cannot independently verify the fiscal terms of the contracts governing petroleum development on their land, the specific environmental obligations imposed on operators, or the community development commitments agreed between the Government and IOCs. Their ability to hold the State and operators accountable is structurally constrained by the opacity of the contractual framework. While the NOGP endorses transparency as a guiding principle, the legal framework – through the combination of PEDPA's discretionary disclosure standard and the PSA's confidentiality clause – does not

¹¹³ Ibid, Art 33.1: confidentiality regime.

¹¹⁴ Global Witness, *Uganda's Oil Contracts: How Transparent Are They?* (Global Witness 2018) 6-10; Platform, *Contracts Curse: Uganda's Oil Agreements Place Profit Before People* (Platform 2012) 1-15.

give effect to this commitment in a manner that is meaningfully accessible to affected communities.¹¹⁵

2.7.6 Stabilisation Clause and Its Implications

Article 30.2 of the Model PSA introduces an economic stabilisation clause, providing that where a change in the laws of Uganda following the Effective Date substantially and adversely alters the economic benefits accruing to the Licensee, the Parties shall negotiate to agree upon adjustments to the Agreement in order to maintain the Licensee's economic benefits.¹¹⁶ The clause is conditioned. The Licensee must notify the Government within thirty-six months of the change in law, and must comply with the law as changed in the meantime. Article 30.4 preserves the Government's power to levy additional profit tax on additional profits. The clause is therefore an obligation to negotiate economic adjustment rather than a freeze on the law.¹¹⁷ This provision is significant because it creates contractual protection for the Licensee's fiscal position against adverse legislative changes, thereby introducing a form of investment protection that may constrain the State's ability to strengthen community protections through legislation without triggering renegotiation obligations. The potential tension between this stabilisation clause and Parliament's mandate under Article 244(2) of the Constitution to enact laws regulating petroleum exploitation for the benefit of all Ugandans is a structural concern. Article 30.5 of the Model PSA does, however, carve out changes in health, safety, and environmental standards from the stabilisation mechanism,¹¹⁸ suggesting that environmental legislative reform cannot be resisted on stabilisation grounds – an important limitation on the scope of the clause.

2.7.7 Dispute Resolution and Community Exclusion

Article 24 of the Model PSA provides for dispute resolution between the Government and the Licensee through the United Nations Commission on International Trade Law (UNCITRAL)

¹¹⁵ Model PSA 2012 (n 60), Art 33.1 read with PEDPA, s 151: the combination of discretionary disclosure and mandatory confidentiality creates a structural transparency gap for communities.

¹¹⁶ Ibid, Art 30.2: economic stabilisation clause.

¹¹⁷ Model PSA 2012 (n 60), Arts 30.2–30.4.

¹¹⁸ Ibid, Art 30.5.

Arbitration Rules, with arbitration conducted in London.¹¹⁹ Article 24.1 excludes disputes relating to taxation, health, safety and the environment from arbitration. Such disputes, even between the Government and the Licensee, are therefore left to Ugandan law and Ugandan fora rather than to the London-seated tribunal. The exclusion of communities from the arbitral mechanism is therefore most consequential for obligations that remain within it, notably the compensation undertaking in Article 23.5. This mechanism is designed to resolve commercial disputes between the contracting parties and is inaccessible to third parties, including host communities. Communities in the Bunyoro Region have no standing under the Model PSA dispute resolution mechanism, meaning that they cannot enforce PSA obligations – including the compensation undertaking in Article 23.5 – through the arbitration process. Disputes over land, compensation, and environmental harm must instead be pursued through national courts or administrative processes, whose accessibility, efficiency, and effectiveness for community litigants are limited.¹²⁰ This structural exclusion of communities from the PSA's dispute resolution framework is one of the most significant adequacy gaps identified in this chapter.

2.8 Coherence and Gaps in the Legal and Contractual Framework

Taken together, the constitutional, statutory, regulatory, and contractual instruments examined in this chapter constitute a multi-layered governance framework for Uganda's petroleum sector. The constitutional foundations – particularly Articles 26, 39, 42, 237, and 244 – establish strong normative commitments to property rights, environmental protection, access to information, and equitable resource governance, now reinforced by the Supreme Court's confirmation in *Irumba* that the Article 26(2) compensation standard is judicially enforceable rather than aspirational. The NOGP articulates transparency, community engagement, and environmental protection as explicit policy commitments. PEDPA and the land and environmental Acts create a comprehensive licensing and regulatory architecture with explicit obligations on environmental compliance, national content, land compensation, and community consultation, operationalised through subsidiary regulations including the 2020

¹¹⁹ Ibid, Art 24.1: disputes between the Government and the Licensee that cannot be settled amicably within 120 days are referred to arbitration under the UNCITRAL Arbitration Rules, with London as the seat; host communities are not parties to this mechanism.

¹²⁰ ACODE, *The Governance of Uganda's Oil Sector: Transparency, Accountability and Participation* (ACODE 2021), 19–28: community litigants face structural access barriers in domestic judicial and administrative processes.

ESA Regulations' extension of assessment obligations to social impacts. The Model PSA 2012 imposes operational, environmental, and fiscal obligations on Licensees.

However, when assessed against the Adequacy Assessment Matrix, this framework exhibits three systemic gaps that recur across its component instruments. First, critical provisions affecting community interests are framed as discretionary standards rather than binding obligations. PEDPA allows rather than requires disclosure of licence and agreement details; the NOGP commits to community engagement but does not create enforceable rights; the Model PSA's compensation obligation in Article 23.5 is framed as a general duty without specific community mechanisms. These discretionary formulations consistently weaken the framework's protective force, notwithstanding that *Irumba* shows courts are willing to enforce the underlying constitutional standard where litigants can reach them.

Second, there is a structural disconnect between national-level governance instruments and community-level interests. PEDPA, the National Content Regulations, and the Model PSA all operate primarily at the level of the State and the IOC. Host communities in the Bunyoro Region appear in the framework primarily as landowners whose consent is required for surface access, as recipients of compensation when their land is acquired, and as beneficiaries of general environmental protections. They do not appear as participants in PSA negotiation, as parties to the contractual framework, or as holders of enforceable rights to benefit-sharing. The Local Governments Act provides a theoretical institutional link to community interests through district councils, but petroleum legislation does not vest district councils with substantive participatory rights in the PSA or licensing process.¹²¹

The land and compensation layer of the framework illustrates the problem most clearly. The Constitution requires compensation that is "fair and adequate" and paid "prior" to possession. PEDPA requires compensation that is "fair and reasonable", deems rent or termination compensation adequate for loss of use, and excludes petroleum-related value. The Land Acquisition Act leaves the amount to an assessment officer's opinion and allows compensation to be paid into court when it is refused. The Land Act measures rural buildings at depreciated

¹²¹ PEDPA (n 2), s 151 (availability of information to the public), read with the Access to Information Act, Cap 95; Model PSA 2012 (n 60), Art 20.1: all land acquired vests immediately in the Government.

value and crops at district rates that are often out of date. Each rule is lawful on its own terms, but taken together they make it possible for a household to receive compensation that complies with every statute and still be unable to buy equivalent land or rebuild an equivalent home. That outcome is difficult to reconcile with the word "adequate" in Article 26 and with the State's trusteeship under Article 244. Third, the confidentiality regime under both PEDPA and the Model PSA systematically prevents communities from accessing the information necessary to monitor compliance with the framework's own protections. Without access to the terms of executed PSAs, communities cannot verify whether operators are meeting their environmental, compensation, or national content obligations. This opacity is not merely a transparency deficit: it is a structural barrier to enforceability and accountability, undermining the entire framework of community protection.¹²²

2.9 Conclusion

This chapter has shown that Uganda's constitutional, statutory, regulatory, and contractual framework for petroleum governance is formally sophisticated but structurally uneven in its protection of host communities: strong constitutional foundations and an increasingly detailed environmental and social assessment regime, reinforced by the Supreme Court's enforcement of the compensation standard in *Irumba*, sit alongside discretionary disclosure rules, a confidentiality regime that blocks community oversight of PSA terms, and a contractual and institutional architecture in which host communities feature as recipients of protection rather than as participants with enforceable standing. These recurring gaps – discretionary rather than binding community protections, the disconnect between national-level instruments and community-level interests, and the confidentiality barrier to enforcement – are examined against the seven criteria of the Adequacy Assessment Matrix in Chapter Three, and traced to their documented and empirically evidenced effects on communities in Bunyoro in Chapter Four.¹²³

¹²²Global Witness (n 73), 8-10.

¹²³ ACODE (n 78), 44–52: the gap between formal legal commitments and documented community experience is a central finding of empirical petroleum governance research in Uganda.

CHAPTER THREE

AN ASSESSMENT OF HOST-COMMUNITY PROTECTION UNDER UGANDA'S PRODUCTION SHARING LEGAL FRAMEWORK: THE KEY FINDINGS

3.1 Introduction

This chapter applies the Adequacy Assessment Matrix developed in Chapter One to evaluate the extent to which Uganda's production sharing legal framework protects the interests of host communities in the Bunyoro Region. As explained in Chapter One, the Matrix is a structured analytical tool constructed by the researcher, drawing on the normative demands of the Public Trust Doctrine and Rights-Based Theory as applied to Uganda's constitutional and statutory framework; it does not derive from any single prior work but draws on the established scholarship reviewed in the theoretical framework.¹ The analysis is structured around the seven adequacy criteria: constitutionality; legality and enforceability; participation and consent; compensation and resettlement; environmental safeguards; benefit-sharing and local content; and institutional accountability and oversight. For each criterion, the chapter examines the relevant constitutional provisions, statutory obligations, regulatory requirements, and Model PSA terms in light of their design and documented operation, drawing on the Tilenga Project ESIA, relevant legislation, and the policy framework established by the National Oil and Gas Policy 2008.

The analysis proceeds by close reading of primary legal texts – the Constitution, PEDPA, the Land Act, the Land Acquisition Act, Cap 235, the National Environment Act, the EIA Regulations, and the Model PSA 2012 – interpreted in light of the theoretical frameworks of the Public Trust Doctrine and Rights-Based Theory. The chapter integrates empirical evidence from Key Informant Interviews and Focus Group Discussions conducted in Buliisa, Hoima, and Kikuube districts in May 2026, to illustrate how formal legal provisions operate – and fail

¹ The construction of the Matrix draws on: Joseph L Sax, "The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention" (1970) 68(3) Michigan Law Review 471; Mary C Wood, *Nature's Trust: Environmental Law for a New Ecological Age* (Cambridge University Press 2013); Philip Alston and Mary Robinson (eds), *Human Rights and Development: Towards Mutual Reinforcement* (Oxford University Press 2005); and the constitutional analysis in Chapter One, Part 1.10 above.

to operate – in the experience of those most directly affected by petroleum development in Bunyoro. The objective is a structured, criterion-by-criterion assessment of the adequacy of the framework, identifying where it succeeds in providing meaningful community protection and where it falls materially short.

3.2 Criterion One: Constitutionality

3.2.1 The Standard

The constitutionality criterion assesses whether the production sharing legal framework complies with, and gives effect to, the constitutional guarantees most directly relevant to host communities. These are the public trust over petroleum resources in Article 244, property rights in Article 26, the environmental rights in Article 39, access to information in Article 42, and the land tenure provisions of Article 237. Compliance requires not only the absence of direct contradiction between the framework and the Constitution, but also the positive translation of constitutional guarantees into enforceable statutory and contractual obligations. A framework that acknowledges constitutional rights while failing to operationalise them in binding legal form does not satisfy this criterion.

3.2.2 Assessment

At the level of formal legal architecture, the production sharing framework broadly reflects constitutional requirements. PEDPA gives statutory expression to the public trust in Article 244(1) by vesting all petroleum resources in the Government on behalf of the Republic of Uganda and requiring that exploitation be conducted for the benefit of all Ugandans.² The Act's stated purposes – including transparency, accountability, equitable distribution of revenues, and environmental protection – are consistent with the constitutional mandate in Article 244(2) for Parliament to enact laws regulating petroleum exploitation for the benefit of all.³ The Model PSA 2012 confirms its subordination to Ugandan law, including the Constitution.⁴

² Constitution of the Republic of Uganda 1995 (as amended), Art 244(1); Petroleum (Exploration, Development and Production) Act, Cap 161 (hereinafter "PEDPA"), s 4(1).

³ Constitution, Art 244(2); PEDPA, s 4(2).

⁴ Republic of Uganda, Model Production Sharing Agreement 2012 (hereinafter "Model PSA 2012"), Art 30.1.

However, the constitutional compliance of the framework weakens significantly when examined at the level of specific protections for host communities. The constitutional guarantee of fair and adequate compensation in Article 26(2) requires that compensation be fair, adequate, and paid promptly before property is taken.⁵ The implementing provisions in PEDPA and the Land Act fall short of this standard in three respects. First, the compensation framework under PEDPA section 139 excludes any enhanced value due to the presence of petroleum from the compensation calculation, which may result in compensation that fails to reflect the actual economic impact of petroleum-related land acquisition on affected communities.⁶ Second, compensation disputes are resolved by the Chief Government Valuer rather than an independent tribunal, compromising the impartiality required by constitutional standards.⁷ Third, the four-year limitation period for compensation claims may be constitutionally inadequate for gradual environmental harms that manifest over extended periods.⁸

The accounts gathered during fieldwork are consistent with this doctrinal finding. Participants in a focus group discussion with displaced households in Buliisa reported that the compensation they received bore no relationship to the actual value their land had acquired following the confirmation of petroleum reserves in the area. One participant stated:

"They valued our land as if oil had never been found here. But everyone knows that since the oil companies came, this land is worth much more. We lost more than they paid us, and there was nothing we could do about it." [FGD-BUL-DI, Buliisa District, May 2026]

A legal practitioner interviewed in Hoima confirmed that this exclusion has no precedent in general property law and reflects a deliberate policy choice that benefits licensees at the expense of affected communities. The practitioner observed that the constitutional requirement for fair and adequate compensation in Article 26(2) could not plausibly be satisfied by a

⁵ Constitution, Art 26(1)–(2): every person has the right to own property; compulsory acquisition is permissible only upon prompt payment of fair and adequate compensation before the property is taken.

⁶ PEDPA, s 139(1)(c): compensation for land damage shall be assessed without taking into account any enhanced value due to the presence of petroleum.

⁷ PEDPA, s 139(2): disputes over compensation are referred to the Chief Government Valuer, not to an independent tribunal.

⁸ PEDPA, s 139(3): a claim for compensation shall be made within four years from the date the claim accrued.

formula that systematically strips out the very enhancement that makes the land worth acquiring.⁹

The constitutional right to a clean and healthy environment under Article 39 is formally incorporated into the framework through PEDPA's environmental compliance obligation, the EIA requirement in petroleum production licences, and the Model PSA's Article 23. However, the right is not operationalised as a directly enforceable entitlement for host communities in the petroleum legislation. Communities cannot invoke Article 39 directly to compel compliance with environmental obligations in the PSA or to obtain compensation for environmental harm without recourse to separate proceedings under the National Environment Act.¹⁰ The NEA does, however, provide a meaningful constitutional enforcement pathway: section 3(3)–(4) creates an *actio popularis* mechanism enabling any person whose right to a decent environment is threatened to file a civil suit without needing to prove personal harm, a provision consistent with Article 39 and with the rights-based framework.¹¹

The constitutional right of access to information under Article 42 is directly undermined by the combined effect of PEDPA section 151, which makes PSA disclosure discretionary rather than mandatory, and the confidentiality obligation in Model PSA Article 33, which prohibits disclosure of PSA terms without mutual consent.¹² This creates a structural constitutional tension that the framework does not adequately resolve. The Model PSA's confidentiality provision acknowledges its subject to the Constitution and the Access to Information Act, but this acknowledgement does not itself create a disclosure obligation: it merely carves out an exception for legally compelled disclosure. The practical result is that community members in the Bunyoro Region cannot access the terms of the contracts that govern petroleum development on their land, a situation that is difficult to square with the constitutional right in Article 42. A senior civil society official interviewed in Hoima characterised this as a foundational governance failure:

⁹ Key Informant Interview, Legal Practitioner (KI-LEG-01), Hoima, May 2026.

¹⁰ Constitution, Art 39; PEDPA, s 3.

¹¹ National Environment Act, Cap 181 (hereinafter "NEA"), s 3(3)–(4): *actio popularis* framework enabling community environmental claims without proof of personal harm.

¹² Constitution, Art 42; PEDPA, s 151(1); Model PSA 2012, Art 33(1).

"Communities have a constitutional right to this information. The oil agreements affect their land, their water, their livelihoods. Yet they have never seen a single page of those contracts. When we ask to see them, we are told it is confidential. That is not what the Constitution says." [KI-CSO-02, Hoima, May 2026]

The land tenure provisions of Article 237 present a further constitutional concern. The ministerial override mechanism under PEDPA section 135(3)–(5), which allows the Minister to resolve land access disputes in favour of petroleum operators within 15 days, without an independent hearing or judicial oversight, risks prejudging outcomes in a manner that may not satisfy the due process requirements of Article 26.¹³ The stabilisation clause in Model PSA Article 30.2, which protects the Licensee's economic benefits against adverse changes in Ugandan law, raises a distinct constitutionality concern: it potentially constrains Parliament's legislative authority under Article 244(2) to regulate petroleum exploitation for the benefit of all Ugandans.¹⁴ The exclusion of health, safety, and environmental laws from the stabilisation clause provides partial protection,¹⁵ but fiscal or land-related legislative reforms improving community benefits could still attract stabilisation claims.

The Land Acquisition Act, Cap 235 is also relevant to the constitutionality assessment. It is the principal statute governing the procedure for compulsory acquisition of land for public purposes in Uganda, and its procedural requirements – declaration of public purpose, independent assessment of compensation, and vesting of title in the Government – must be satisfied alongside the constitutional standards in Article 26 for any acquisition connected with petroleum activities to be constitutionally valid. The relationship between the Land Acquisition Act, PEDPA, and the Land Act is not clearly mapped in the petroleum legislation, creating potential gaps in due process protection for affected communities in Bunyoro.¹⁶

¹³ PEDPA, s 135(3)–(5); Constitution, Art 26(2).

¹⁴ Model PSA 2012, Art 30.2: economic stabilisation clause.

¹⁵ Model PSA 2012, Art 30.5: health, safety, and environmental laws are excluded from the stabilisation mechanism.

¹⁶ Land Acquisition Act, Cap 235: principal statute governing compulsory acquisition procedure, assessment of compensation, and vesting of acquired land in the Government.

Overall, the constitutionality criterion reveals a framework that is formally consistent with the Constitution in its broad structure, but that fails to give full and effective expression to the specific constitutional rights of host communities – particularly on access to information, due process in compensation, and the operationalisation of environmental rights at the community level. The framework satisfies the Public Trust Doctrine's requirement that the State assert formal authority over petroleum resources, but does not adequately discharge the fiduciary obligations to host communities that the constitutional trust relationship requires.

3.3 Criterion Two: Legality and Enforceability

3.3.1 The Standard

The legality and enforceability criterion examines whether the protections afforded to host communities are clearly articulated in binding legal instruments, whether they impose obligations on State and corporate actors that can be enforced by or on behalf of communities, and whether effective sanctions and remedies exist for violations. A protection that exists in aspirational or discretionary form, or that can only be enforced by the State against the Licensee without community standing, fails this criterion even if its substantive content is adequate.

3.3.2 Assessment

The framework contains a number of provisions that are clearly articulated and impose binding obligations, particularly in the areas of environmental compliance and compensation for surface disturbance. PEDPA section 139(1) imposes a clear legal duty on licensees to pay fair and reasonable compensation for disturbance of rights and damage to land surfaces upon demand by the landowner.¹⁷ The Model PSA's Article 23 imposes legally binding environmental obligations on Licensees, including requirements to comply with applicable environmental laws, take remedial action for environmental harm, and submit oil spill contingency plans.¹⁸ The PAU has statutory powers to enforce licence conditions, direct compliance, and impose sanctions including licence suspension and cancellation.¹⁹ These

¹⁷ PEDPA, s 139(1): duty to pay fair and reasonable compensation for disturbance of rights and land damage.

¹⁸ Model PSA 2012, Arts 23.1–23.9: environmental compliance, remedial action, oil spill contingency planning.

¹⁹ PEDPA, ss 10, 11, 90(1) and (3): PAU enforcement powers including licence suspension and cancellation.

provisions establish a recognisable legal framework with identifiable obligations and sanction mechanisms.

However, three structural enforceability gaps significantly weaken the framework from a community perspective. First, the primary enforcement mechanism in the PSA operates between the Government and the Licensee, not between communities and the Licensee. The Government may, under Model PSA Article 23.11, take remedial action at the Licensee's expense if the Licensee fails to comply with environmental terms,²⁰ but communities have no independent standing to trigger this mechanism. Their recourse lies in petitioning the PAU, filing complaints with NEMA, or initiating civil proceedings under the NEA – pathways that exist in law but face practical barriers of access, cost, and institutional capacity. Communities are thus dependent on State actors choosing to enforce the framework on their behalf, rather than holding enforceable rights that they can directly vindicate.

Second, and most significantly for community enforcement, the PSA's dispute resolution mechanism under Article 24 routes disputes between the Government and the Licensee to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, conducted in London.²¹ Host communities are not parties to the PSA and have no standing in this process. Disputes over environmental harm, compensation, and community obligations cannot be brought by communities through the arbitration mechanism regardless of how those obligations are framed in the PSA. Communities must instead pursue claims through Ugandan courts, the Chief Magistrate's Court (which now exercises the jurisdiction formerly assigned to District Land Tribunals following their administrative transfer by the Chief Justice by Practice Direction in 2006), the Chief Government Valuer, or NEMA's enforcement processes – mechanisms that are accessible in principle but are constrained by capacity, cost, and geographic remoteness from communities in the Albertine Graben.²²

²⁰ Model PSA 2012, Art 23.11: Government step-in authority.

²¹ Model PSA 2012, Art 24(1): disputes between the Government and Licensee are referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, conducted in London.

²² Chief Justice of Uganda, Practice Direction on District Land Tribunals (2006): operations of District Land Tribunals were administratively transferred to Chief Magistrates' Courts; the substantive jurisdiction under the Land Act, Cap 236 ss 77–78 continues to be exercised by Chief Magistrates' Courts.

Third, several of the most important community-protective provisions are framed as standards of conduct rather than as rights conferring direct entitlement. PEDPA section 135(2) requires licensees to "take into account" community interests, not to obtain community consent or to demonstrably promote community welfare.²³ The Model PSA requires compliance with applicable laws in conducting operations, but this means community protection is only as strong as the underlying legislation – and that legislation, as shown above, has significant substantive gaps. Where the underlying law is inadequate, contractual compliance with it provides little additional protection.

The NEA provides the strongest community enforcement pathway. Section 80(1) imposes strict liability on polluters regardless of fault,²⁴ and section 3(3)–(4) enables any person to bring a civil claim for environmental harm without proving personal damage.²⁵ Section 3(3)(h)–(i) allows courts to order compensation for victims of pollution and for the cost of beneficial uses lost.²⁶ These provisions are meaningful and constitute a genuine community enforcement right in the environmental domain. Compensation disputes may now be pursued in Chief Magistrates' Courts, which exercise jurisdiction formerly held by the District Land Tribunals, including powers to grant specific performance and issue injunctions.²⁷ However, the Chief Government Valuer mechanism under PEDPA section 139(2), which resolves compensation disputes without independent tribunal oversight, is a weaker pathway that may not satisfy due process requirements.²⁸

The practical accessibility of these formal enforcement pathways was a recurring theme in the fieldwork. A PAU official interviewed in Kampala acknowledged that community complaints about environmental harm routinely face procedural and financial barriers before they reach any adjudicative forum:

²³ PEDPA, s 135(2).

²⁴ NEA, s 80(1): strict liability for environmental pollution regardless of fault.

²⁵ NEA, s 3(3)–(4): *actio popularis* mechanism.

²⁶ NEA, s 3(3)(h)–(i): courts may order compensation for pollution victims and costs of beneficial uses lost.

²⁷ Land Act, Cap 236, ss 77(1)(b) and 77(2): jurisdiction over compensation disputes; powers to grant specific performance and issue injunctions, now exercised by Chief Magistrates' Courts following the 2006 Practice Direction.

²⁸ PEDPA, s 139(2): Chief Government Valuer mechanism; no independent adjudication.

"In principle the pathways are there – you can go to NEMA, you can file in court. But for a community member in a village near Buliisa who does not know the law and cannot afford a lawyer, those options do not really exist. The system works on paper, not always in practice." [KI-PAU-01, Kampala, May 2026]

Overall, the enforceability criterion reveals a framework in which State-to-Licensee enforcement mechanisms are more robust than community-to-Licensee pathways. The framework provides identifiable remedies in the environmental domain through the NEA and in land compensation disputes through the Chief Magistrates' Courts, but its primary accountability mechanisms – the PSA, the PAU's regulatory powers, and the UNCITRAL arbitration framework – are oriented towards State-commercial relationships rather than community rights enforcement. This structural orientation is the defining enforceability gap of the framework.

3.4 Criterion Three: Participation and Consent

3.4.1 The Standard

The participation and consent criterion evaluates whether the legal framework requires meaningful community consultation before decisions affecting community interests are made, whether it establishes accessible mechanisms for ongoing engagement and grievance resolution, and whether it aligns with the principle of Free, Prior and Informed Consent (FPIC) as reflected in international human rights instruments. Meaningful participation requires adequate disclosure of relevant information, sufficient time and opportunity for communities to engage, genuine consideration of community concerns in decision-making, and effective grievance mechanisms when participation rights are violated.

3.4.2 Assessment

The framework provides the most structured participation mechanisms through the Environmental Impact Assessment process. The EIA Regulations impose clear obligations on developers to seek the views of affected communities, publish project information in local

languages, hold community meetings, and make the EIA report publicly available.²⁹ NEMA is required to invite both general public comments and the specific comments of persons most likely to be affected by the project,³⁰ and may hold a public hearing where controversy exists or transboundary impacts are likely.³¹ EIA documents are designated as public documents accessible to any person.³² These provisions establish a legally structured participation process with identifiable procedural requirements and a public hearing mechanism.

The Tilenga Project ESIA demonstrates how this framework operates in practice for a major petroleum project in the Bunyoro Region. Stakeholder engagement was conducted in three phases between 2015 and 2018, covering scoping, baseline data collection, and impact assessment stages.³³ Community meetings were held in project-affected villages in Buliisa and Nwoya Districts, and structured interviews and focus group discussions were conducted with project-affected communities. A formal grievance mechanism was established. Key issues raised by communities included impacts on health, safety, and the environment; disruption to livelihoods including fishing, farming, and tourism; resettlement and compensation; and the use of local labour and businesses.³⁴ The ESIA records that these issues were considered in the impact assessment and the development of mitigation measures.

The fieldwork conducted in Buliisa and Kikuube in May 2026 revealed a significant gap between the formal structure of this consultation process and the experience of communities on the ground. Participants in focus group discussions across both districts consistently described the consultation process as having been conducted in a manner that was informative rather than genuinely participatory – communities were told what would happen rather than asked whether it should happen or how. One participant in a men's FGD in Buliisa described the experience as follows:

²⁹ National Environment (Environmental Impact Assessment) Regulations 1998, SI No 13 of 1998 (hereinafter "EIA Regulations"), reg 12(1)–(2).

³⁰ EIA Regulations, regs 19–20: NEMA to invite general public comments and specific comments from those most likely to be affected.

³¹ EIA Regulations, regs 21–23: public hearing where controversy exists.

³² EIA Regulations, regs 29 and 31–32: EIA documents are public documents.

³³ TotalEnergies EP Uganda B.V., Tilenga Project Environmental and Social Impact Assessment Non-Technical Summary (TotalEnergies, 2019) (hereinafter "Tilenga Project ESIA"), Section 5.2.

³⁴ Tilenga Project ESIA, Section 5.3.

"They came and told us about the project. They showed us pictures and maps. They said we could ask questions. But the decisions had already been made. The company was already coming. Our questions did not change anything."
[FGD-BUL-M1, Buliisa District, May 2026]

A senior NEMA official confirmed that the EIA process is designed as a consultative mechanism rather than a consent-based one, and acknowledged that resource and capacity constraints mean that community-raised concerns are not always systematically tracked through to the final environmental management plan:

"The law requires us to consult communities and consider their views. We do that. But the law does not require us to give communities a veto. The final decision rests with the Executive Director. That is how the EIA system is designed." [KI-NEMA-01, Kampala, May 2026]

This testimony from a NEMA official illustrates the first of three limitations that prevent the EIA mechanism from satisfying a meaningful participation standard: community participation is consultative rather than determinative. The EIA Regulations vest the final decision in the NEMA Executive Director, whose decision-making criteria include consideration of community comments alongside other technical and economic factors.³⁵ This design means that participation may not translate into substantive influence over decisions affecting community interests.

Second, the EIA participation mechanism applies only at the project approval stage and does not create ongoing participation rights for communities in the implementation, monitoring, and enforcement phases of petroleum projects. Beyond the initial EIA, community participation depends on operators' voluntary engagement and NEMA's audit processes. While EIA Regulation 31(3) allows members of the public to petition the NEMA Executive Director to commission an audit,³⁶ this is a petition right rather than an entitlement, and its exercise

³⁵ EIA Regulations, reg 12(1): developer shall seek community views; NEMA Executive Director has final approval authority.

³⁶ EIA Regulations, reg 31(3): petition right to cause an environmental audit.

depends on communities having the information and resources to identify and pursue non-compliance.

Third, and most critically, the framework does not require community consent as a condition of petroleum operations. The PEDPA land access consent mechanism under section 135 applies only to specific categories of land and requires licensee consultation with community interests rather than affirmative community consent.³⁷ Even within this limited scope, failure to reach agreement triggers a ministerial determination that may override community objections.³⁸ The UN Declaration on the Rights of Indigenous Peoples calls for Free, Prior and Informed Consent before the approval of projects affecting communities' lands and resources,³⁹ but this standard is not transposed into the petroleum legislation or the Model PSA. The NOGP's commitment to constructive dialogue with communities in oil-producing regions⁴⁰ remains a policy aspiration rather than a legal requirement.

The confidentiality of executed PSAs further undermines participation standards. If communities cannot access the terms of the PSA that governs operations affecting their land and livelihoods,⁴¹ they cannot exercise meaningful informed participation in monitoring implementation, evaluating compliance with community commitments, or engaging productively with regulatory authorities. The NEA's principle of participation in environmental governance⁴² and the constitutional right to information in Article 42 both point towards a disclosure standard that the framework's confidentiality architecture does not deliver.

The participation and consent criterion is therefore only partially satisfied. The EIA process provides a structured but consultative participation mechanism at the project approval stage. Ongoing participation rights, community consent standards, and access to the contractual framework are materially absent. The framework is closer to a notification and consultation model than a consent-based participation regime, and this gap is particularly significant in the

³⁷ PEDPA, s 135(1)–(2).

³⁸ PEDPA, s 135(3)–(5): ministerial determination.

³⁹ United Nations Declaration on the Rights of Indigenous Peoples, UNGA Res 61/295 (13 September 2007), Art 32(2).

⁴⁰ Government of Uganda, National Oil and Gas Policy for Uganda (Ministry of Energy and Mineral Development, February 2008) (hereinafter "NOGP"), Principle 5.1.6.

⁴¹ PEDPA, s 139(1)(c); Model PSA 2012, Art 33(1).

⁴² NEA, s 5(2)(a): participation as a principle of environmental management.

Bunyoro Region where communities bear concentrated and long-term costs of petroleum development.

3.5 Criterion Four: Compensation and Resettlement

3.5.1 The Standard

The compensation and resettlement criterion assesses whether the legal framework provides clear, fair, and timely compensation standards for land acquisition and resettlement, adequate protection for customary and communal landholders, livelihood restoration measures, accessible dispute resolution, and prompt payment before displacement. The constitutional standard in Article 26(2) – compensation must be fair, adequate, paid promptly, and paid prior to the taking – is the baseline. The Land Acquisition Act, Cap 235 provides the principal statutory mechanism for giving effect to this standard.

3.5.2 Assessment

The compensation framework draws from three sources: the constitutional standard in Article 26, the Land Acquisition Act, Cap 235, and the Land Act's compulsory acquisition and customary tenure provisions, together with PEDPA's specific provisions on compensation for disturbance of rights. Read together, these instruments provide a framework that recognises the principle of fair compensation, establishes valuation mechanisms, and provides dispute resolution pathways through the Chief Magistrates' Courts and the Chief Government Valuer. The Land Act acknowledges the rights of customary occupants and requires compensation upon acquisition, including a disturbance allowance of up to fifteen per cent of the sum awarded for occupants using the land as their home.⁴³ The Chief Magistrates' Courts, now exercising the jurisdiction formerly held by the District Land Tribunals following the 2006 Practice Direction of the Chief Justice, have jurisdiction to determine disputes over compensation amounts and may grant specific performance and issue injunctions under the Land Act.⁴⁴

⁴³ Land Act, Cap 236, s 43; Schedule (disturbance allowance of up to fifteen per cent for customary occupants using land as home); Land Acquisition Act, Cap 235 (principal acquisition procedure statute).

⁴⁴ Land Act, Cap 236, ss 77(1)(b) and 77(2); Chief Justice of Uganda, Practice Direction on District Land Tribunals (2006).

However, the framework exhibits several specific deficiencies that limit its adequacy for host communities in the Bunyoro Region. The most significant is the exclusion of petroleum-related enhanced land value from compensation calculations. Both PEDPA section 139(1)(c) and section 138(3)(b) require compensation to be assessed without taking into account any enhanced value due to the presence of petroleum.⁴⁵ In a region where land overlying petroleum reserves has acquired substantially higher economic significance, this exclusion may result in compensation awards that are not genuinely fair and adequate in the constitutional sense. Communities whose land has been rendered more valuable by petroleum discovery – and whose displacement is directly caused by petroleum development – are denied any participation in that added value through the compensation mechanism. This is structurally inconsistent with the Public Trust Doctrine's requirement that the State manage petroleum resources in the interests of the very communities it is displacing.

Focus group discussions with displaced households in Buliisa and Kikuube districts in May 2026 consistently identified compensation delays and inadequacy as the most serious grievance associated with petroleum development. In Kikuube, participants in a women's focus group described having waited more than two years between the valuation of their land and the actual receipt of payment, during which time they were prohibited from using their land for farming:

"They valued our gardens in 2019 and told us to stop farming because the company needed the land. But we did not receive the money until 2022. For three years, we had no land and no money. What were we supposed to eat?"
[FGD-KIK-W1, Kikuube District, May 2026]

A legal practitioner interviewed in Hoima confirmed that this pattern of delayed payment is structurally connected to the absence in PEDPA of any enforceable timeline between valuation and payment, and to the Chief Government Valuer mechanism, which lacks the procedural discipline of an independent court or tribunal:

"There is no law that says they must pay within sixty days of valuation, or ninety days, or any fixed period. The Constitution says before the land is

⁴⁵ PEDPA, ss 139(1)(c) and 138(3)(b): exclusion of petroleum-enhanced value from compensation and rent assessments.

taken, but what counts as taking? Companies say they are not taking the land if they are only restricting use. Courts have not settled this. In the meantime, communities suffer." [KI-LEG-01, Hoima, May 2026]

The Model PSA's Article 20.1, which provides that all land acquired by the Licensee immediately becomes the property of the Government, reflects the State's public interest justification for acquisition.⁴⁶ Article 23.5 obliges the Licensee to ensure adequate compensation for injury to persons or property damage arising from petroleum activities,⁴⁷ and Article 23.6 requires that compensation measures be determined in consultation with the PAU.⁴⁸ These provisions impose binding obligations on Licensees, but they do not specify compensation standards, livelihood restoration requirements, or timelines for payment. The absence of these specifics in the Model PSA creates a risk that compensation arrangements are determined ad hoc in ways that may not meet the constitutional standard of promptness and adequacy.

The Tilenga Project ESIA identifies livelihood restoration as a core component of the Resettlement Action Plans required for the project, and acknowledges the risk that cash compensation without financial literacy support may lead to impoverishment rather than genuine restoration of pre-displacement livelihoods.⁴⁹ However, the legal framework does not mandate livelihood restoration as a distinct obligation separate from monetary compensation, nor does it require land replacement rather than cash payment where communities depend on land for subsistence. This gap is particularly significant for customary occupants in the Bunyoro Region whose livelihoods are bound to fishing, agriculture, and natural resource use in the Albertine Graben. The Land Acquisition Act, Cap 235 does not fill this gap: it establishes the mechanism for acquisition and compensation of land rights but does not impose livelihood restoration obligations specific to petroleum-scale displacement.

⁴⁶ Model PSA 2012, Art 20.1.

⁴⁷ Model PSA 2012, Art 23.5.

⁴⁸ Model PSA 2012, Art 23.6.

⁴⁹ Tilenga Project ESIA, Section 6.4: risk of impoverishment due to lack of financial literacy and misuse of compensation payments identified as a recognised indirect impact.

The four-year limitation period for compensation claims under PEDPA section 139(3)⁵⁰ is a further gap. Gradual environmental contamination, reduced fish catches, and impacts on water quality may not become apparent or attributable to petroleum activities within this period. The limitation period may therefore exclude legitimate compensation claims from communities experiencing deferred or cumulative harm.

Overall, the compensation and resettlement criterion is partially satisfied. A legal framework for compensation exists, grounded in the Constitution, the Land Acquisition Act, Cap 235, the Land Act, and PEDPA, with functioning institutional mechanisms in the Chief Magistrates' Courts. The framework falls short on three specific grounds: the exclusion of petroleum-enhanced land values, the absence of mandatory livelihood restoration obligations, and the inadequacy of the limitation period for deferred harm. Empirical evidence from the field confirms that these are not merely theoretical deficiencies – they correspond directly to the documented experiences of displaced households in Buliisa and Kikuube districts.

3.5.3 Valuation Standards and the Measure of Loss

The compensation criterion asks whether compensation is fair and adequate. That cannot be answered in the abstract; it depends on what is counted as loss and how it is measured. This section tests the valuation rules described in section 2.4.4 against six kinds of loss that host households in Bunyoro have experienced.

(a) Outdated rates

Crops, trees and temporary structures are valued at district land board rates. The Land Act requires annual review, but nothing follows if it does not happen. In Kasinyi, Buliisa, the Chief Government Valuer's rate of Shs 3.5 million per acre for land required for the Tilenga central processing facility was the rate offered in 2017; by 2020 affected residents reported that land nearby was selling for Shs 7 million to Shs 10 million per acre.⁵¹ Human Rights Watch similarly found that rates fixed at valuation were not revisited as land prices rose, and that even

⁵⁰ PEDPA, s 139(3).

⁵¹ Daily Monitor, 'Govt Pushes for Compulsory Land Acquisition in Buliisa' (13 December 2020) <<https://www.monitor.co.ug/uganda/news/national/govt-pushes-for-compulsory-land-acquisition-in-buliisa-3227494>> accessed 9 October 2026. The figures are those reported by the residents and officials quoted; they are not independently verified.

districts that raised their rates in 2021 remained below replacement cost.⁵² A rate that is lawful because it appears on the district list may therefore be inadequate in the constitutional sense the day it is paid.

(b) Depreciation

Section 78 of the Land Act values rural buildings at depreciated replacement cost. The deduction is greatest for old buildings made of earth, wattle and thatch, which are the typical homes of rural Bunyoro, and comparative research shows that depreciation-based compensation falls most heavily on exactly these vernacular buildings.⁵³ The logic of depreciation is that the owner should not gain a new building for an old one. That logic does not fit compulsory acquisition. The owner did not choose to sell, cannot buy a second-hand mud house on the market, and must build a new one at today's cost. Every shilling deducted for depreciation is a shilling the household must find elsewhere in order to be housed.

(c) Inflation and delay

No statute requires payment within a fixed period after valuation, and none provides for interest. Valuations made in 2017–2019 for Tilenga and EACOP were paid in 2022–2023.⁵⁴ The companies offered an "uplift" of fifteen per cent a year for the delay, but Human Rights Watch reports that most of those it interviewed received only about thirty per cent although they had waited longer than two years.⁵⁵ The uplift is a company practice and not a legal entitlement, so an affected person cannot sue to enforce it. Meanwhile, the cut-off date and the restrictions associated with it prevented households from developing their land, so the loss from delay was not only the falling real value of the award but also several seasons of reduced production.⁵⁶ This study's fieldwork recorded the same pattern: a Kikuube household head reported that land was marked in 2018, payment arrived in 2022, and the amount was not enough to buy equivalent land nearby (FGD-KIK-D1, section 4.5.1). That account is reported

⁵² Human Rights Watch, "Our Trust is Broken", op cit.

⁵³ Bhandari, Bhomi and KC, op cit, using data from Nepal; the mechanism is the same wherever depreciation is applied to vernacular buildings.

⁵⁴ Human Rights Watch, op cit.

⁵⁵ Ibid.

⁵⁶ Ibid, reporting that many farmers stopped maintaining perennial crops after the cut-off date, with yields falling by up to half.

and was not verified against payment records, but it is consistent with the documentary evidence.

(d) Livelihood loss

The framework compensates assets, not income. PEDPA deems rent or compensation for termination of an occupancy to be adequate compensation for loss of use of the land.⁵⁷ Section 78 excludes annual crops that could be harvested during the notice period. Neither statute compensates the loss of a livelihood that depended on access to land or water held by someone else or by no one: fishing grounds on Lake Albert, grazing, firewood, medicinal plants or seasonal cultivation. The women of Buliisa who told this study that "money finishes, land does not" (FGD-BUL-W1, section 4.5.2) were describing exactly this gap between a one-off payment for an asset and the continuing income the asset produced.

(e) Groups the law does not recognise

PEDPA confines compensation to a "land owner", defined as a person who holds or occupies land in accordance with the Land Act.⁵⁸ Tenants, licensees and users of common resources whose access is customary but not recognised as an interest in land fall outside that definition, and under the Land Act licensees are compensated for crops only.⁵⁹ Women's interests are often derivative of a husband's or family's holding, and compensation is ordinarily paid to the person recognised as owner. The framework contains no rule requiring that compensation for family land or a matrimonial home be paid jointly or with the consent of the spouse. Vulnerable households, the elderly and persons with disabilities receive no statutory additional support.

(f) Social and cultural loss

Graves, shrines, clan land and the cohesion of a village are not assets with a market value. The valuation rules have no category for them, and their loss is left to negotiation, if it is addressed

⁵⁷ PEDPA, s 139(1)(a).

⁵⁸ PEDPA, s 2 (definition of "land owner").

⁵⁹ Land Act, Cap 236, s 78(1)(c); Bigiira, op cit.

at all. Ogwang and Vanclay record weakened social and cultural cohesion as one of the main negative impacts of land acquisition in the oil region.⁶⁰

Would full replacement cost and livelihood restoration protect affected persons better? Yes, but neither alone is enough. Full replacement cost would remove the depreciation deduction, require rates to reflect the actual cost of replacement land and buildings at the time of payment, and include transaction costs. It would answer points (a), (b) and much of (c). It would not answer (d), (e) or (f), because it still values assets. As Cernea argues, a correct price for an asset does not reconstruct the income stream it supported.⁶¹ Livelihood restoration addresses that remaining gap: it obliges the acquiring party to restore, and ideally to improve, the household's capacity to earn, through replacement land, training, transitional support and monitoring until restoration is achieved. Two objections need to be met. Full replacement cost may be thought to reward speculators who bought into the Graben in anticipation of acquisition; a properly enforced cut-off date and census answer that objection without lowering the standard for genuine occupants. And livelihood restoration is costly and takes years; but it is already promised in the Tilenga resettlement planning documents, so the question is not whether it should be provided but whether it should be enforceable.⁶²

This study therefore finds that Uganda's valuation standards do not reflect the full economic and social losses of affected persons. They under-measure buildings through depreciation, fall behind prices through outdated rates and unremunerated delay, exclude livelihoods that do not take the form of property, and give no recognition to those whose rights are customary, derivative or communal. A combination of full replacement cost, a statutory obligation of livelihood restoration and interest or revaluation for delay would provide markedly stronger protection. It would also bring the statutory standard into line with what the companies already say they apply.

3.5.4 Domestic Safeguards and International Standards on Involuntary Resettlement Compared

⁶⁰ Ogwang and Vanclay, *op cit*.

⁶¹ Cernea, 'Compensation and Benefit Sharing', *op cit*.

⁶² Tilenga Project ESIA, Non-Technical Summary *op cit*, section 6.4.

(a) The domestic safeguards

The domestic framework has four layers. Article 26 sets the constitutional floor: acquisition only for a public purpose, prompt payment of fair and adequate compensation before possession, and access to court. The Land Acquisition Act supplies the procedure but no basis of valuation and no timeline. The Land Act supplies the valuation rules applied in litigation (open market value of unimproved land, depreciated replacement cost for rural buildings, district rates and a disturbance allowance), and PEDPA adds a "fair and reasonable" standard for petroleum surface rights, determined by the Chief Government Valuer. The national policies and the proposed legislation reviewed in section 2.4.6 would add resettlement and rehabilitation principles, but none has the force of law. The only binding protections specific to resettlement are therefore those in the Constitution as interpreted in *Irumba*.

(b) The international standards

The World Bank's Environmental and Social Standard 5 (ESS5) on land acquisition, restrictions on land use and involuntary resettlement, which applies to Bank-financed projects approved since October 2018, is the most developed statement of international practice.⁶³ Its objectives are to avoid or minimise displacement, to compensate at replacement cost, and to assist displaced persons to improve, or at least restore, their livelihoods and living standards. It extends eligibility to persons with no recognisable legal right to the land they occupy, who receive resettlement assistance rather than compensation for land. It defines replacement cost as the amount needed to replace assets, plus transaction costs, without deduction for depreciation. It favours land-based compensation where livelihoods are land-based. It permits possession only after compensation has been made available and, where relevant, resettlement sites and moving allowances provided. And it requires a cut-off date, a grievance mechanism, attention to vulnerable groups and monitoring through to completion. The International

⁶³ World Bank, *Environmental and Social Framework* (World Bank 2017), Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement, Objectives and paras 10 (eligibility), 12–13 (replacement cost; land-based compensation), 16 (possession after compensation), 19 (grievance mechanism), 20 (cut-off date) and 33–36 (economic displacement and livelihood restoration), and the definition of replacement cost.

Finance Corporation's Performance Standard 5 contains substantially the same requirements and is the standard the Tilenga and EACOP operators say they apply.⁶⁴

Two binding instruments also apply. Uganda is party to the African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (the Kampala Convention). Article 10 requires States, as far as possible, to prevent displacement caused by projects, to ensure that alternatives are explored with full information to and consultation of those likely to be displaced, and to carry out socio-economic and environmental impact assessments before a project is undertaken.⁶⁵ And as a party to the International Covenant on Economic, Social and Cultural Rights, Uganda is bound by the right to adequate housing, which the Committee on Economic, Social and Cultural Rights interprets as requiring that evictions should not leave people homeless and that those affected receive adequate compensation.⁶⁶ The United Nations Basic Principles and Guidelines on Development-based Evictions and Displacement elaborate these obligations, including the requirement of fair and just compensation for all losses and of resettlement that ensures adequate housing and livelihoods.⁶⁷

(c) Convergence, divergence and inadequacy

Table 3.2 compares the two sets of standards. The comparison shows convergence on the principle of prior compensation, where *Irumba* brings Ugandan law into line with ESS5. It shows divergence on the measure of compensation, on eligibility and on livelihood restoration, and inadequacy in the domestic law's silence on timing, vulnerability and monitoring.

Table 3.2: Ugandan Law and International Standards on Land Acquisition and Involuntary Resettlement

⁶⁴ International Finance Corporation, *Performance Standard 5: Land Acquisition and Involuntary Resettlement* (IFC 2012); Human Rights Watch, op cit, reporting TotalEnergies' statement that compensation was proposed to meet full replacement value.

⁶⁵ African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (adopted 23 October 2009, entered into force 6 December 2012), art 10.

⁶⁶ International Covenant on Economic, Social and Cultural Rights (adopted 16 December 1966, entered into force 3 January 1976) 993 UNTS 3, art 11(1); Committee on Economic, Social and Cultural Rights, 'General Comment No 7: The Right to Adequate Housing (Art 11(1)): Forced Evictions' (1997) UN Doc E/1998/22, annex IV, paras 13 and 16.

⁶⁷ Human Rights Council, 'Basic Principles and Guidelines on Development-based Evictions and Displacement', annex I to 'Report of the Special Rapporteur on Adequate Housing' (5 February 2007) UN Doc A/HRC/4/18, paras 42–58 and 60–63.

Issue	Ugandan law	ESS5 / IFC PS5	Assessment
Legal force	Constitution, statutes; policies not binding	Binding on lenders' clients by contract; Kampala Convention and ICESCR binding on the State	Divergence: the protective standards bind companies by contract, not the State by statute
Timing of payment	Prior to possession (art 26; <i>Irumba</i>); deposit into court used where compensation is refused (LAA s 6(5))	Possession only after compensation is made available and resettlement measures are in place	Convergence on principle; uncertainty whether a deposit is payment
Basis of value	Assessment officer's opinion (LAA); open market value of unimproved land, depreciated replacement cost for rural buildings (Land Act s 78); market value reduction (PEDPA s 139)	Full replacement cost plus transaction costs	Divergence
Depreciation	Deducted for rural buildings	Not deducted	Divergence
Currency of rates	District rates reviewed annually, with no sanction; no rule on lapse of valuations (two-year validity proposed in Valuation Bill)	Replacement cost assessed at the time of replacement	Inadequacy
Delay	No timeline; no statutory interest	Compensation before displacement; costs of delay compensated	Inadequacy
Eligibility	"Land owner" holding or occupying under the Land Act (PEDPA s 2); licensees paid for crops only	Includes persons with no recognisable right (assistance)	Divergence
Land for land	No entitlement	Preferred where livelihoods are land-based	Divergence
Livelihood restoration	No statutory obligation; land restoration only (PEDPA s 139(4))	Improve, or at least restore, livelihoods; monitored	Divergence and inadequacy
Vulnerable groups and women	No specific provision	Specific measures required	Inadequacy
Consultation	Notice and objection (LAA s 5; PEDPA ss 54–55)	Meaningful consultation; Kampala Convention art 10	Divergence
Grievance and remedies	Appeal to High Court within 60 days (LAA s 13); CGV for PEDPA disputes; four-year limit (PEDPA s 139(3))	Accessible project grievance mechanism, in addition to courts	Partial convergence; access in practice inadequate
Monitoring	None	Monitoring and completion audit	Inadequacy

(d) Assessment

The comparison yields a clear conclusion. Uganda's law meets the international standard on the timing of payment, because the Supreme Court has made prior compensation a constitutional requirement. It falls below the standard on almost every other element. The gap is partly closed in practice by the operators' commitment to IFC Performance Standard 5, but

that closure is fragile for three reasons. The commitment is contractual and is owed to lenders, not to affected persons. Its fulfilment is assessed by the companies and their consultants, and Human Rights Watch found that their claim to pay full replacement value was not borne out by what affected persons described.⁶⁸ And it lapses when lenders withdraw or projects are refinanced. The Public Trust Doctrine requires the State, not the investor, to guarantee that those who bear the cost of developing a public resource are not left worse off. Rights-Based Theory requires that guarantee to take the form of an enforceable entitlement. Uganda's framework satisfies neither requirement on the measure of compensation or on livelihood restoration.

3.5.5 Overall Assessment

The compensation and resettlement criterion is partially satisfied, but the partial satisfaction is concentrated in one element. A legal framework for compensation exists, grounded in the Constitution, the Land Acquisition Act, the Land Act and PEDPA, with access to court and, since *Irumba*, an enforceable rule that payment must precede possession. Measured against the standard of fair and adequate compensation, however, the framework falls short on six grounds: it excludes petroleum-related value; it measures rural buildings at depreciated value and crops at rates that are frequently out of date; it attaches no consequence to delay; it compensates assets but not livelihoods, and imposes no obligation of livelihood restoration; it recognises only those who hold land under the Land Act; and its four-year limitation period is unsuited to deferred harm. The Valuation Bill, 2024 would improve the regulation of valuers and limit the life of stale valuations, but would not change the measure of compensation. The protective standards that would close these gaps – full replacement cost and livelihood restoration – exist in policy and in lenders' standards, not in law. The fieldwork accounts of delay, inadequate payment and lost livelihoods in Buliisa and Kikuube are consistent with each of these legal gaps.

3.6 Criterion Five: Environmental Safeguards

3.6.1 The Standard

⁶⁸ Human Rights Watch, op cit.

The environmental safeguards criterion evaluates whether the legal framework imposes effective requirements for environmental impact assessment, monitoring and enforcement, liability and remediation, and accessible remedies for environmental harm. Effective safeguards must be backed by clear standards, independent enforcement capacity, and community access to environmental justice. The constitutional right to a clean and healthy environment in Article 39 provides the normative baseline.

3.6.2 Assessment

The environmental safeguards dimension is the best-developed aspect of the framework in terms of formal legal obligations. PEDPA imposes a general duty of environmental compliance on all petroleum operators,⁶⁹ requires an EIA as a mandatory condition of petroleum production licences,⁷⁰ and mandates decommissioning plans and funds.⁷¹ The NEA imposes strict liability for pollution regardless of fault,⁷² requires polluters to pay compensation for harm caused,⁷³ and empowers NEMA to issue environmental restoration orders.⁷⁴ The Waste Management Regulations impose obligations on petroleum operators to manage waste in an environmentally sound manner,⁷⁵ and the Audit Regulations require ongoing post-approval environmental audits.⁷⁶ The Model PSA's Article 23 imposes comprehensive environmental obligations on Licensees, including compliance with applicable laws, remediation of harm, oil spill contingency planning, and dissemination of environmental impact studies to contractors.⁷⁷

These provisions collectively constitute a multilayered environmental protection regime. The strict liability standard in NEA section 80 is particularly significant: it removes the requirement for communities to prove fault or negligence in complex industrial settings and places the burden of demonstrating absence of causation on the polluter. The NEA's *actio popularis* framework in section 3(3)–(4), enabling civil suits for environmental harm without proof of personal damage, gives communities a direct enforcement pathway consistent with the Public

⁶⁹ PEDPA, s 3.

⁷⁰ PEDPA, s 76(1)(f).

⁷¹ PEDPA, ss 112–113, 118.

⁷² NEA, ss 78, 80(1): prohibition on pollution; strict liability.

⁷³ NEA, s 79(1)(e): compensation for pollution damage.

⁷⁴ NEA, ss 130, 134: environmental restoration orders.

⁷⁵ National Environment (Waste Management) Regulations 1999, SI No 52 of 1999, regs 3–5.

⁷⁶ National Environment (Audit) Regulations 2006, SI No 23 of 2006, regs 3–4.

⁷⁷ Model PSA 2012, Arts 23.1, 23.2, 23.8, 23.9.

Trust Doctrine's requirement that resource beneficiaries be able to hold State and corporate trustees accountable.

The Tilenga Project ESIA demonstrates that the EIA process was substantively conducted across three phases, with community meetings held in project-affected villages, concerns formally recorded, and responses documented.⁷⁸ The ESIA confirms that key community concerns regarding livelihoods, health, and the environment were identified and incorporated into the impact assessment.⁷⁹ The EIA Regulation provision allowing petitions to the NEMA Executive Director to commission environmental audits provides a post-approval community oversight mechanism.⁸⁰

However, the environmental safeguards framework has three significant limitations. First, the ecological sensitivity of the Bunyoro Region poses challenges that the framework does not fully address. The Tilenga Project Area covers approximately 110,000 hectares, including the Murchison Falls-Albert Delta Wetland System Ramsar site, with approximately 30 per cent of recoverable reserves located within the Murchison Falls National Park.⁸¹ While Article 23.3 of the Model PSA requires consultation before activities in national parks and game reserves,⁸² the consultation is with the Government rather than with communities, and the legal standard remains one of Government-approved operations in nationally protected areas rather than community-led environmental governance of shared resources.

Second, enforcement depends heavily on NEMA's institutional capacity. NEMA's mandate is broad – extending to monitoring all activities across Uganda that may have environmental impact⁸³ – while its resources are finite. Monitoring large-scale petroleum development operations across 110,000 hectares in a remote and ecologically complex region requires sustained technical capacity, funding, and political independence that the framework does not

⁷⁸ Tilenga Project ESIA, Section 5.2.

⁷⁹ Tilenga Project ESIA, Section 5.3.

⁸⁰ EIA Regulations, reg 14(3).

⁸¹ Tilenga Project ESIA, Section 1.2.

⁸² Model PSA 2012, Art 23.3.

⁸³ National Environment (Audit) Regulations 2006, regs 3–4.

itself secure. A CSO practitioner interviewed in Hoima in May 2026 characterised this institutional constraint as the critical weakness of the environmental protection regime:

"NEMA is the only body with power to enforce environmental standards on these companies. But NEMA cannot be everywhere. In the Albertine, communities tell us that NEMA comes for inspections when the companies know in advance. Surprise audits are rare. What is the point of strict liability in the law if there is no one to enforce it?" [KI-CSO-03, Hoima, May 2026]

This concern was echoed in a youth focus group in Buliisa, where participants described visible environmental impacts on fishing grounds in Lake Albert attributed to oil exploration activities, none of which had been the subject of any formal enforcement action known to the community:

"The water has changed since they started the work. The catches are smaller. There is sometimes oil on the surface. We have reported this to the LC [Local Council] but nothing has happened. We do not know where to go." [FGD-BUL-Y1, Buliisa District, May 2026]

Third, the relationship between the PSA's environmental obligations and community access to remedies is mediated through State institutions rather than through direct community rights. When the Licensee violates environmental obligations, the Model PSA's primary remedy is Government step-in authority to carry out remedial measures at the Licensee's expense.⁸⁴ While community members can pursue claims under the NEA, including claims for compensation for harm,⁸⁵ the accessibility and effectiveness of this pathway for rural communities in the Albertine Graben – in terms of legal costs, geographic distance from courts, and awareness of legal rights – are constraints that the legal framework does not address. The Tilenga ESIA's commitment to IFC Performance Standards, including PS 4 on Community

⁸⁴ Model PSA 2012, Art 23.2.

⁸⁵ NEA, s 144: courts may order compensation for environmental harm upon conviction.

Health, Safety and Security,⁸⁶ provides additional operational safeguards, but these are project-specific voluntary commitments rather than enforceable legal rights.

On balance, the environmental safeguards criterion is substantially – though not fully – satisfied in formal legal terms. The combination of PEDPA's environmental obligations, the NEA's strict liability regime, NEMA's enforcement powers, the EIA process, and the Audit Regulations constitutes a more developed system of formal environmental protection than exists for compensation and participation. The critical adequacy gap lies not in the design of the formal framework but in the accessibility of remedies for affected communities and the institutional capacity of NEMA to enforce standards in a remote, ecologically complex, and politically sensitive operational environment, as confirmed by both key informant testimony and community focus group evidence.

3.7 Criterion Six: Benefit-Sharing and Local Content

3.7.1 The Standard

The benefit-sharing and local content criterion examines whether the legal framework establishes enforceable mechanisms for distributing the economic benefits of petroleum production to host communities in a manner that is equitable, transparent, and capable of translating petroleum wealth into sustainable community development. The criterion requires both the existence of substantive benefit-sharing obligations and the legal architecture to enforce them.

3.7.2 Assessment

The constitutional foundation for benefit-sharing is robust at the level of principle. Article 244(1)–(2) vests petroleum resources in the Government on behalf of the Republic of Uganda and mandates Parliament to enact laws ensuring their exploitation for the benefit of all Ugandans.⁸⁷ The NOGP articulates benefit-sharing as a core governance principle, committing the State to sharing royalties with communities in oil-producing regions in line with the

⁸⁶ Tilenga Project ESIA, Section 2.3: IFC Performance Standards including PS 4 (Community Health, Safety and Security).

⁸⁷ Constitution, Arts 244(1)–(2).

Constitution,⁸⁸ and to using petroleum revenues to create lasting value for the entire nation.⁸⁹ These commitments establish a normative expectation of community benefit that is grounded in constitutional language and policy.

The fiscal framework in the Model PSA establishes the mechanisms by which the Government receives petroleum revenues: royalty under Article 9 at sliding-scale rates tied to production volume,⁹⁰ cost recovery through Article 11, and profit petroleum sharing through the R-Factor mechanism in Article 12.⁹¹ These mechanisms secure Government revenues from petroleum production. However, the legal framework does not establish any enforceable obligation on the Government to distribute a defined share of petroleum revenues to host communities in the Bunyoro Region. Revenue sharing between the State and host communities is not governed by any dedicated statutory instrument, and the allocation of petroleum revenues is determined by the general public finance framework and executive budget decisions, rather than by binding legal provisions that communities can enforce.⁹²

The National Content Regulations provide a more specific benefit-sharing mechanism directed at economic participation. The Regulations require licensees and contractors to give preference to Ugandan goods, services, and human resources, and to submit national content plans with targets for Ugandan participation.⁹³ The Tilenga ESIA confirms that national content development was incorporated into the project design, with phased targets for increasing Ugandan participation across employment, procurement, and technology transfer.⁹⁴ These are meaningful obligations with identifiable monitoring mechanisms. However, the National Content Regulations operate at the national level: they do not impose specific obligations to prioritise employment or procurement from communities in the Bunyoro Region. The distribution of local content benefits within Uganda between communities in the Albertine Graben, businesses in Kampala, and suppliers elsewhere is not regulated by the legal

⁸⁸ NOGP, Principle 5.1.6.

⁸⁹ NOGP, Objective 5.3.6.

⁹⁰ Model PSA 2012, Art 9; PEDPA, s 154.

⁹¹ Model PSA 2012, Arts 11–12.

⁹² PEDPA, s 124(1); Model PSA 2012, Art 10.

⁹³ Petroleum (Exploration, Development and Production) (National Content) Regulations 2016, SI No 47 of 2016 (hereinafter "National Content Regulations"), regs 3–5.

⁹⁴ Tilenga Project ESIA, Section 4.4.

framework, leaving host communities dependent on operators' community relations programmes rather than on enforceable entitlements.

The fieldwork evidence is consistent with this doctrinal finding. Key informants in Hoima and Buliisa and focus group participants in Buliisa and Kikuube reported that local employment in petroleum operations was minimal and largely confined to low-skilled, temporary positions. A local government official in Hoima, interviewed in May 2026, observed:

"The national content policy says Ugandans first. But Ugandans in Kampala are not the same as Ugandans in Buliisa. The Bunyoro communities are the ones bearing the costs of this development. They should be the first to benefit from the jobs and the contracts. That is not what is happening." [KI-LG-01, Hoima, May 2026]

Youth participants in Buliisa confirmed this experience, noting that while oil company vehicles pass through their communities daily, none of their members had secured formal employment with the operators or their main contractors:

"We see the company trucks every day. We see the white men going to the site. But where are the jobs for us? We were told there would be opportunities. We are still waiting." [FGD-BUL-Y1, Buliisa District, May 2026]

The intergenerational equity dimension of benefit-sharing is recognised in the NOGP's principle that petroleum resources should be used to provide for intergenerational equity.⁹⁵ PEDPA's decommissioning fund provisions provide a structural mechanism for internalising long-term environmental costs. However, there is no statutory petroleum revenue fund or sovereign wealth mechanism that would secure petroleum revenues for long-term sustainable development in the Bunyoro Region, or ensure that the exhaustion of non-renewable resources is offset by durable community investments. The absence of a legislated revenue ring-fencing or community development fund mechanism represents the most significant benefit-sharing adequacy gap in the framework.

⁹⁵ NOGP, Principle 5.1.1.

The benefit-sharing criterion is therefore the least adequately satisfied of the seven criteria. The constitutional mandate and policy commitment to community benefit are clear. The fiscal mechanisms for generating State revenues from petroleum are well-designed. But the legal framework does not translate the State's petroleum revenues into enforceable community benefit-sharing obligations, community-specific local content rights, or ring-fenced development funds. The gap between the constitutional aspiration of exploitation for the benefit of all Ugandans and the legal architecture for distributing that benefit to the communities most directly affected is substantial, and the fieldwork evidence confirms that this gap is experienced acutely by communities in Bulyoro.

3.8 Criterion Seven: Institutional Accountability and Oversight

3.8.1 The Standard

The institutional accountability and oversight criterion examines whether the framework establishes independent, capable regulatory institutions with clear mandates to protect community interests; adequate parliamentary oversight of the petroleum sector; transparent reporting requirements; and accessible mechanisms for communities to engage with and hold accountable the institutions responsible for petroleum governance.

3.8.2 Assessment

The framework establishes a formally competent institutional architecture for petroleum governance. The PAU is established as an independent technical regulator with explicit obligations to perform its functions in an open, objective, fair, and non-discriminatory manner and to ensure transparency in the petroleum sector.⁹⁶ The PAU's financial accounts are audited by the Auditor General and it submits annual reports to the Minister.⁹⁷ The Minister's ability to give policy directions to the PAU is constrained by the requirement that the PAU be independent in its regulatory functions in individual cases,⁹⁸ providing a formal separation between political direction and regulatory decision-making. NEMA provides a second

⁹⁶ PEDPA, ss 9–11: PAU establishment, functions, and independence; s 11(1)(d): duty to ensure transparency.

⁹⁷ PEDPA, ss 40–41: Auditor General audit and annual reporting obligations.

⁹⁸ PEDPA, ss 13–14: ministerial policy directions constrained by PAU independence in individual regulatory functions.

institutional pillar for environmental oversight, with powers of inspection, audit, and enforcement extending to petroleum operations.⁹⁹ The Cabinet consent requirement for petroleum production licences and parliamentary oversight through budget monitoring and policy statements add legislative accountability layers.¹⁰⁰

The Model PSA also contains an accounting and audit provision under Article 28.3, confirming that nothing in the Agreement limits the Government's statutory power to audit the Licensee's activities.¹⁰¹ Parliamentary oversight of PSA terms and fiscal arrangements is, however, significantly constrained by the confidentiality regime under PEDPA section 152 and Model PSA Article 33, which has been applied to prevent disclosure of executed PSA terms to Parliament. The NOGP acknowledges the constitutional roles of Parliament in enacting petroleum legislation and monitoring sector performance,¹⁰² but meaningful parliamentary scrutiny of specific PSA terms cannot occur without access to those terms. The practical effect of confidentiality is to vest primary accountability for PSA oversight in the executive rather than in Parliament, weakening the horizontal accountability of the framework.

At the community level, formal accountability mechanisms are limited. PEDPA section 151's discretionary disclosure standard¹⁰³ means that communities cannot access information necessary to evaluate whether the Government is meeting its fiduciary obligations in PSA negotiation and management. The absence of a formal community liaison or advisory role in the PAU's institutional design means that community concerns must be channelled through EIA processes, NEMA petitions, or political advocacy rather than through institutional representation. District councils in the Bunyoro Region have formal environmental management functions under the NEA and the Local Governments Act,¹⁰⁴ but these are not connected to formal roles in petroleum governance. The NOGP's acknowledgement of the coordination roles of local government authorities¹⁰⁵ has not been translated into substantive participatory rights in the petroleum legislation.

⁹⁹ NEA, ss 26, 28: environmental oversight functions of NEMA and district environment committees.

¹⁰⁰ NOGP, Sections 7.2.1–7.2.2: roles of Parliament and Cabinet in petroleum governance oversight.

¹⁰¹ Model PSA 2012, Art 28.3.

¹⁰² NOGP, Section 7.2.2.

¹⁰³ PEDPA, s 151(1).

¹⁰⁴ Local Governments Act, Cap 138, s 9 and Third Schedule.

¹⁰⁵ NOGP, Section 7.2.3.

The EIA Regulation's provision allowing members of the public to petition the NEMA Executive Director to cause an environmental audit¹⁰⁶ is the most accessible formal accountability mechanism for communities in the current framework. This provision, read with the NEA's *actio popularis* framework, constitutes a meaningful, if limited, community accountability pathway in the environmental domain. However, there is no equivalent mechanism enabling communities to petition for disclosure of fiscal or contractual information, to trigger review of compensation arrangements, or to challenge land access decisions through independent processes.

The UNCITRAL arbitration mechanism in Model PSA Article 24 routes commercial disputes between the Government and Licensees to London-seated arbitration,¹⁰⁷ a process that is internationally recognised and appropriate for investor-State commercial disputes, but that is entirely inaccessible to host communities seeking accountability for harm caused by petroleum operations. The consequence is that the most powerful enforcement mechanism in the contractual framework is not available to communities, while accessible community pathways – petitions to NEMA, complaints to the PAU, proceedings in the Chief Magistrates' Courts – operate without the resources and institutional power of international arbitration. This asymmetry in accountability access is a fundamental institutional design gap in the framework.

Respondents in the districts visited reported limited awareness of, and even more limited capacity to engage with, the institutional accountability mechanisms that formally exist. In focus group discussions in Kikuube in May 2026, none of the participants was aware of the *actio popularis* provision in the NEA, and only one had heard of the PAU by name. A parliamentary staff member interviewed in Kampala noted that even Parliament struggles to exercise meaningful oversight of the sector given the confidentiality constraints:

"We passed the law. We have a committee. But we cannot scrutinise what we cannot see. The PSAs are secret. The specific terms, the side agreements, the company commitments – we do not know them. How do we hold anyone

¹⁰⁶ EIA Regulations, reg 14(3).

¹⁰⁷ Model PSA 2012, Art 24(1): UNCITRAL arbitration in London.

accountable for commitments we have never seen?" [KI-PARL-01, Kampala, May 2026]

The institutional accountability criterion is partially satisfied. The formal institutional architecture – PAU, NEMA, Cabinet oversight, parliamentary monitoring – is coherent and provides real, if imperfect, accountability mechanisms for State-level petroleum governance. The critical inadequacy lies in community access to accountability: communities have no formal role in petroleum sector governance, cannot access the primary source of contractual obligations (executed PSAs), and are excluded from the most effective dispute resolution mechanism. The framework's accountability architecture is oriented towards holding IOCs accountable to the State, and the State accountable to broader governance norms, but not towards holding the system accountable to the communities most directly affected by its operations.

3.9 Summary Assessment: The Adequacy Matrix Applied

Applying the seven-criterion Adequacy Assessment Matrix to Uganda's production sharing legal framework yields a differentiated assessment of community protection. The framework is not uniformly inadequate: it satisfies certain criteria in formal legal terms while failing systematically to deliver community protection across others.

The environmental safeguards criterion is the most substantially satisfied, with PEDPA, the NEA, the EIA Regulations, and the Model PSA's Article 23 collectively providing a multilayered environmental protection regime that includes strict liability, community enforcement pathways under the NEA, mandatory impact assessment, and continuous audit obligations. The environmental framework is notable for its inclusion of the NEA's *actio popularis* provision, which provides communities with a genuine, if underutilised, direct enforcement right. The constitutionality and enforceability criteria are partially satisfied. The framework is formally consistent with the Constitution in its broad structure, and PEDPA together with the NEA establishes identifiable legal obligations with associated enforcement mechanisms. The limitations are specific: the exclusion of petroleum-enhanced land values from compensation, the discretionary disclosure standard, the ministerial override of community land access objections, and the community's structural exclusion from PSA dispute

resolution. These are adequacy failures at the point where formal legal architecture engages most directly with community interests.

The participation and consent, compensation and resettlement, benefit-sharing and local content, and institutional accountability criteria are all materially inadequate from a host-community perspective. Participation is structured around consultation rather than consent, with no FPIC-comparable standard in the petroleum legislation. Compensation excludes petroleum-related land values and lacks mandatory livelihood restoration requirements. Benefit-sharing lacks any enforceable community revenue distribution mechanism, leaving the constitutional mandate for exploitation for the benefit of all Ugandans dependent on executive discretion rather than legal right. Institutional accountability mechanisms are oriented towards State-IOC relationships rather than community rights. The empirical evidence gathered during fieldwork in Buliisa, Hoima, and Kikuube confirms that these doctrinal findings correspond directly to the lived experience of affected communities: the legal gaps identified in this chapter are not abstract – they manifest as delayed and inadequate compensation, exclusion from employment and benefits, environmental harm without redress, and an abiding sense among community members that they bear the costs of oil development without sharing meaningfully in its rewards.

The overarching finding of this chapter is that the framework exhibits a structural orientation towards governing the fiscal and commercial relationship between the State and International Oil Companies, with community protection treated as a secondary objective addressed through general environmental obligations, discretionary disclosure commitments, and aspirational policy principles. This orientation does not reflect the constitutional framework, which vests petroleum resources in the State as trustee for all Ugandans including host communities, nor the rights-based framework, which treats communities as active rights-holders entitled to enforceable protections. The gaps identified in this chapter are not incidental deficiencies: they are systemic features of a framework designed primarily for investment facilitation rather than community protection. The specific legal and institutional gaps that give rise to these adequacy failures are examined in detail in Chapter Four.

3.10 Conclusion

This chapter has conducted a structured doctrinal assessment, enriched by empirical fieldwork, of Uganda's production sharing legal framework against the seven criteria of the Adequacy Assessment Matrix: constitutionality, legality and enforceability, participation and consent, compensation and resettlement, environmental safeguards, benefit-sharing and local content, and institutional accountability and oversight. The analysis has drawn on the Constitution, PEDPA, the Land Act, the Land Acquisition Act, Cap 235, the National Environment Act, the EIA Regulations, the Model PSA 2012, the NOGP, and the Tilenga Project ESIA as primary and operational sources, and has integrated testimony from Key Informant Interviews and Focus Group Discussions conducted in Buliisa, Hoima, and Kikuube districts in May 2026.

The assessment demonstrates that the framework provides the strongest protection in the environmental domain, where formal legal obligations – including strict liability, community enforcement rights under the NEA, mandatory EIA, and continuous audit – are most developed. It provides partial protection in the areas of constitutionality and enforceability, where formal compliance with the Constitution is largely maintained but specific community-facing provisions fall short of constitutional standards on information access, compensation fairness, and due process. It provides materially inadequate protection in the areas of participation and consent, compensation's livelihood restoration dimension, benefit-sharing, and community-level institutional accountability.

These findings are directly responsive to the second research question, which asks to what extent PSAs and related laws protect the land, environmental, cultural, and socio-economic interests of host communities in the Bunyoro Region. The answer is that they provide meaningful formal protections in the environmental domain, partial protections in the constitutional and land compensation space, and insufficient protection in the areas that most directly determine whether petroleum development translates into durable community benefit: participatory governance, enforceable benefit-sharing, and accessible institutional accountability. Chapter Four turns to identify the specific legal, contractual, and institutional gaps that explain these adequacy failures and to examine community experiences in the Bunyoro Region through the lens of the Tilenga, Kingfisher, and EACOP projects.

CHAPTER FOUR

GAPS IN THE LEGAL FRAMEWORK AND COMMUNITY EXPERIENCES IN THE BUNYORO REGION

4.1 Introduction

Chapter Three conducted a structured assessment of Uganda's production sharing legal framework against the seven criteria of the Adequacy Assessment Matrix and found that, while formal compliance with the constitutional architecture is broadly maintained, the framework exhibits systemic deficiencies across the dimensions of participation and consent, compensation and livelihood restoration, benefit-sharing, and community-level institutional accountability. This chapter builds directly upon those findings, and each section below identifies the specific Chapter Three finding it develops before turning to the gap and the empirical evidence that confirms it. Its analytical purpose is distinct from that of Chapter Three: whereas Chapter Three assessed legal adequacy in design – asking whether the framework, on its face and in its textual content, provides sufficient protection to host communities – this chapter examines the gap between legal design and legal effect. It pursues the third specific objective of the study (to identify legal, institutional, and contractual gaps) and the fourth specific objective (to analyse how those gaps manifest in the documented and empirically gathered experiences of communities in the Bunyoro Region).

The justification for treating these as a distinct chapter rather than subsuming them within Chapter Three rests on an important methodological distinction. Chapter Three was an exercise in doctrinal legal analysis: it assessed the adequacy of formal legal texts against normative standards. This chapter moves from text to context, examining specific provisions whose design already falls short and situating those shortcomings within documented evidence and primary empirical findings from the Tilenga, Kingfisher, and East African Crude Oil Pipeline (EACOP) projects. The integration of secondary sources, civil society documentation, parliamentary records, and the primary fieldwork conducted in Buliisa, Hoima, and Kikuube districts in May 2026 performs a function that doctrinal analysis alone cannot: it shows that legal gaps are not theoretical – they correspond to concrete and recurring forms of harm experienced by identifiable communities in the Bunyoro Region.

The chapter is organised around four categories of legal gaps – constitutional and statutory gaps; contractual gaps in the Model PSA 2012; institutional gaps in oversight and accountability; and documented community experiences – followed by a synthesis, a short comparative perspective drawing on Ghana and Nigeria, and a conclusion. The empirical evidence from fieldwork is integrated throughout each section, with the community experiences section drawing most directly on the primary data gathered during field visits.

4.2 Constitutional and Statutory Gaps

This section develops Chapter Three's findings on the participation and consent, and compensation and resettlement, criteria of the Adequacy Assessment Matrix, tracing the specific statutory provisions responsible for the inadequacy identified there.

4.2.1 Absence of Constitutionally Entrenched Community Participation Rights

The 1995 Constitution of Uganda contains no explicit provision establishing a right of host communities to participate in decisions concerning the development of petroleum resources situated in or beneath their land.¹ Article 38(2) guarantees the right of every citizen to participate in peaceful activities to influence the policies of the Government, and Article 42 confers the right of access to information in possession of the State. While these provisions provide a general normative foundation for participation, they do not create enforceable community-specific rights of consultation or consent in the context of resource extraction.²

This constitutional lacuna is significant because the public trust framework in Article 244, which vests petroleum rights in the Government on behalf of the people of Uganda, carries an inherent obligation of trusteeship that implies participation. As the Public Trust Doctrine requires, the trustee cannot alienate trust property or authorise its exploitation without accounting to the beneficiaries; yet the constitutional text does not translate this obligation into enforceable participatory rights for the communities most directly affected by petroleum activities.³ The absence of a constitutionally entrenched community participation right means

¹ Constitution of the Republic of Uganda 1995 (as amended).

² Ibid, Arts 38(2), 42.

³ Joseph L Sax, "The Public Trust Doctrine in Natural Resource Law: Effective Judicial Intervention" (1970) 68(3) Michigan Law Review 471, 477–484.

that statutory and contractual consultation obligations rest on a weaker normative basis than would be the case if the Constitution expressly required communities to be consulted before licensing decisions are made.

The international standard against which this gap must be assessed is the principle of Free, Prior and Informed Consent (FPIC) applicable under ILO Convention No 169 and elaborated in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).⁴ Uganda has not ratified ILO Convention No 169, and UNDRIP is a non-binding instrument. Nonetheless, the communities of the Bunyoro Region – including the Bagungu fishing communities and agricultural households whose lands, livelihoods, and cultural practices are most directly affected by the Tilenga and Kingfisher projects – experience levels of disruption and dispossession that, as a matter of rights-based theory, warrant the application of FPIC-equivalent standards. The constitutional silence on this point constitutes a structural gap in community protection.

During fieldwork in May 2026, community members in all three districts visited confirmed that they had no knowledge of any constitutional provision that guaranteed them a say in oil licensing decisions affecting their areas. A community elder in a focus group discussion in Buliisa articulated the sense of exclusion that characterises community experience of the licensing framework:

"When they decided to bring the oil company here, nobody asked us. The decision came from Kampala. One day we heard on the radio that our area had been given to the company. That is how we found out. Nobody sat with us and said: this is what will happen, do you agree?" [FGD-BUL-M1, Buliisa District, May 2026]

The statement makes three distinct claims, and each must be assessed separately. The first is that the decision to bring the oil company was made without asking the community. The second is that the decision was made in Kampala. The third, and the most precise, is that the

⁴ ILO Convention No 169 concerning Indigenous and Tribal Peoples in Independent Countries (adopted 27 June 1989, entered into force 5 September 1991); United Nations Declaration on the Rights of Indigenous Peoples, UNGA Res 61/295 (13 September 2007).

community learned of it from the radio after it had been made, and that no one ever sought its agreement.

Measured against the law, the first claim is accurate, and it is accurate because the law did not require the community to be asked. The exploration licences over the Buliisa area were granted before PEDPA was enacted, under legislation that contained no procedure for community notice or objection. Under PEDPA, the notice-and-objection procedure in sections 54 and 55 applies only to direct applications for exploration licences. A production licence granted to the holder of an exploration licence, which is how the Tilenga production licences were obtained, requires no public notice to the affected community at all, and an announcement of areas for bidding is published only in the Gazette and in national and international newspapers.⁵ The elder's grievance is therefore not evidence that officials disregarded a legal duty. It is evidence that the law gave the community no role to disregard.

The second and third claims show how that legal design is experienced. Notice by Gazette and national newspaper does not reach a fishing village on Lake Albert; local-language radio does, but only after the decision. The procedural rights the Constitution does provide – the right of access to information in Article 42 and the right to participate in influencing government policy in Article 38(2) – are general and do not oblige the Minister to consult a particular community before licensing. The Kampala Convention, by contrast, requires States to explore alternatives "with full information and consultation of persons likely to be displaced" before a project is undertaken, and ESS5 and IFC Performance Standard 5 require meaningful consultation from the earliest stage.⁶ The Supreme Court in *Babweyaka* treated the failure to engage occupiers before disposing of their land, and the offering of compensation without negotiation, as a breach of natural justice.⁷ That reasoning has not yet been applied to petroleum licensing, but it suggests that the courts would be receptive to the argument that a community whose land is to be taken has a right to be heard before the decision, not merely to object afterwards.

The evidential weight of the statement must also be stated accurately. It is one participant's account in one focus group, given years after the events it describes. It is not proof of how notice was given in every village, and it compresses licensing, which concerns the subsurface,

⁵ PEDPA, ss 54–55, 69 and 70(2).

⁶ Kampala Convention, op cit, art 10(2); ESS5, op cit; IFC Performance Standard 5, op cit.

⁷ *Babweyaka*, op cit.

with land acquisition, which concerns the surface. But that compression is itself significant: for the community, the licence and the loss of land are one event, while the law treats them as separate processes with separate (and, at the licensing stage, non-existent) participation rights. This study's own conclusion is that the statement is consistent with, and illustrates, a structural gap: Ugandan law provides for community participation, if at all, only after the decisions that determine whether and where land will be taken have been made. That is the gap that recommendation 5.3.1(a) addresses

4.2.2 Inadequacy of Statutory Consultation Requirements

PEDPA establishes a notification-and-objection model of community engagement rather than a genuine consultation regime.⁸ The Minister, upon receiving a direct application for a petroleum exploration licence, is required to publish notice and invite objections from directly affected parties and local authorities within a period of not less than thirty days. This provision, while creating a formal avenue for community voices to be heard, is structurally deficient in several respects.⁹

First, the thirty-day objection window applies only to direct licence applications, which are characterised in the Act as exceptional. The standard competitive bidding process makes no equivalent provision for community notification or objection.¹⁰ Second, the objection mechanism is passive: communities are invited to lodge written objections with the Minister, but the Act does not require the Minister to engage with objections in any substantive way, to disclose outcomes, or to explain any decision to grant a licence notwithstanding community opposition. Third, and most fundamentally, the Act does not require consultation before the announcement of areas open for bidding. The decisions that most significantly determine the scope and location of petroleum activities – the designation of blocks, the boundaries of licence areas, and the conditions attached to licences – are made administratively before communities have any formal opportunity to engage.¹¹ This sequencing means that by the time communities

⁸ Petroleum (Exploration, Development and Production) Act, Cap 161 ("PEDPA"), s 54(2)(d).

⁹ Ibid, ss 52, 53.

¹⁰ Ibid, s 52.

¹¹ Herbert Kamusiime, "Participation and Oil Governance in Uganda" in Ida Smedberg and others (eds), *Natural Resource Governance in Uganda* (CMI 2016) 45, 52–55.

receive any formal notification, the essential terms of petroleum activity in their areas have already been settled.

Academic scholarship examining Uganda's legal framework confirms this diagnosis. Research into environmental justice and participation in Uganda's oil and gas upstream sub-sector has found that while the legal framework aligns formally with international standards in some respects, substantial gaps in implementation exist due to fragmented laws and capacity constraints, resulting in what has been characterised as tokenism and marginalised community involvement.¹²

A legal expert interviewed in Hoima in May 2026 confirmed the practical consequence of this sequencing defect, noting that by the time consultation occurs, communities are effectively presented with facts already decided:

"Section 54 gives communities thirty days to object. But they are objecting to a decision that has already passed through Cabinet. The block has been gazetted. The bidding has happened. The company has won. What exactly are communities supposed to be objecting to at that point?" [KI-LEG-02, Hoima, May 2026]

4.2.3 Gaps in Compensation Law: Exclusion of Petroleum-Enhanced Value and Absence of Livelihood Restoration

PEDPA establishes the licensee's obligation to pay compensation for disturbance of rights and for damage to the surface of land due to petroleum activities. However, compensation for land damage is expressly assessed on the basis of the reduction in market value of the land "but without taking into account any enhanced value due to the presence of petroleum."¹³ This exclusion of petroleum-enhanced value from the compensation base is a significant statutory gap. Where land is situated within or adjacent to an oil-producing area, the presence of petroleum substantially increases the strategic and economic value of that land. Excluding this enhancement from the compensation calculation means that communities bear the full burden

¹² Babra Nakalanzi and others, "Environmental Justice and Participation of Local Communities in Decision-Making in the Oil and Gas Upstream Sub-Sector of Uganda" (2024) ResearchGate <<https://www.researchgate.net/publication/385378150>> accessed 15 April 2026.

¹³ PEDPA (n 5), s 139(1)(c).

of displacement and land loss while receiving compensation calculated on values that do not reflect the actual economic significance of their land.

PEDPA similarly excludes petroleum-related value enhancement from rent assessments payable for the exclusive use of land by petroleum production licensees.¹⁴ The consistent exclusion of petroleum-related value from both compensation and rent assessments operates as a deliberate statutory subsidy to IOCs at the expense of affected communities, reflecting a legislative preference for minimising the cost burden on petroleum licensees rather than ensuring fair and full restitution to those whose land and livelihoods are affected.

PEDPA is not silent on restoration. Section 139(4) requires the licensee, in addition to paying compensation, to restore the land as near as possible to its original state in accordance with the environmental legislation. The obligation, however, runs to the land and not to the livelihoods it supported. Section 139(1)(a) also deems the payment of rent or compensation for termination of a lawful occupancy to be adequate compensation for deprivation of the use of the land, which limits claims for wider economic loss. Beyond land restoration, a further and more fundamental gap is the absence in PEDPA of any mandatory obligation to restore livelihoods as distinct from compensating for land loss. The Act addresses compensation for disturbance of rights and damage to the surface, but contains no provision requiring livelihood restoration programmes, no minimum standards for ensuring that affected households are able to re-establish their economic activities following displacement, and no mechanism for monitoring or enforcing livelihood recovery outcomes. This omission is inconsistent with international standards, which treat livelihood restoration as a core requirement of responsible resettlement practice. The World Bank's Operational Policy 4.12 on Involuntary Resettlement, which informs international best practice and is incorporated into IFC Performance Standard 5, requires that displaced persons be assisted in their efforts to improve their livelihoods and standards of living or at least to restore them to pre-displacement levels.¹⁵

The Land Act, Cap 236 reinforces rather than remedies this gap. It provides simply that the Government or a local government may acquire land in accordance with Articles 26 and 237(2)

¹⁴ Ibid, s 138(3)(b).

¹⁵ World Bank, 'Operational Policy 4.12 on Involuntary Resettlement' (World Bank 2001, revised 2013); International Finance Corporation, 'Performance Standard 5: Land Acquisition and Involuntary Resettlement' (IFC 2012).

of the Constitution, deferring the substantive requirements to the constitutional framework, and while it addresses the Land Fund and provides for resettlement of persons rendered landless by Government action, there is no petroleum-specific livelihood restoration obligation, and the Land Fund mechanism is not calibrated to the scale or nature of petroleum-related displacement in Bunyoro.¹⁶ The Land Acquisition Act, as the principal statute governing compulsory acquisition procedure, similarly does not impose livelihood restoration obligations; it governs the process of acquiring land rights and the assessment of compensation for those rights, but does not extend to the broader productive activities and livelihood systems that land supports.¹⁷

4.2.4 The Four-Year Limitation Period and Deferred or Cumulative Harm

PEDPA provides that a claim for compensation for disturbance of rights or land damage shall be made within four years from the date when the claim accrued, failing which the claim shall not be enforceable.¹⁸ This limitation period presents a specific structural problem in the context of petroleum activities, which routinely generate harm that is deferred or cumulative in nature. Environmental contamination from petroleum operations, subsidence, water table disruption, and the progressive deterioration of agricultural land may not manifest within four years of the commencement of activities.

The limitation period does not contain any discovery rule provision that would suspend the running of time until the claimant knew or ought reasonably to have known of the damage. This gap is compounded by access-to-justice barriers facing communities in Bunyoro. PEDPA assigns the determination of compensation disputes to the Chief Government Valuer, an officer of the Government that is itself a participant in the projects concerned and whose office has usually approved the disputed valuation in the first place (section 2.4.4). The Act gives the affected person no express right of appeal from that determination, does not require reasons, and does not ensure that communities have access to independent legal advice or representation, or that the process is accessible to remote and poorly resourced populations.¹⁹

¹⁶ Land Act, Cap 236, ss 42–43.

¹⁷ Land Acquisition Act, Cap 235.

¹⁸ PEDPA (n 5), s 139(3).

¹⁹ Ibid, s 139(2).

The combination of a short limitation period and limited access to justice mechanisms structurally disadvantages host communities in their ability to assert compensation rights.

4.2.5 Absence of Enforceable Community Revenue-Sharing Obligations

The most significant gap in Uganda's statutory framework governing benefit-sharing is the absence of any legally enforceable obligation to distribute petroleum revenues directly to host communities, as distinct from the general allocation of royalty revenues to local governments under the Public Finance Management Act, Cap 171 (PFMA).²⁰

The PFMA provides that the Government shall retain ninety-four per cent of revenues from royalties arising from petroleum production, with the remaining six per cent to be shared among local governments within petroleum exploration and production areas.²¹ Section 75 further provides that one percentage point of the royalty due to the central government is shared with cultural or traditional institutions named in the Gazette, a category that, in the Bunyoro Region, is expected to include the Bunyoro-Kitara Kingdom.²² The local government share is divided among the benefiting local governments by a formula scheduled to the Act.²³ The Bunyoro Kingdom had initially demanded twelve and a half per cent of royalties, arguing before Parliament's Committee on Natural Resources in 2012 that, as trustee of the customary lands and natural resources of the region, it was entitled to a substantial share of revenues derived from those lands.²⁴ This argument is grounded in the same public trust reasoning that underpins the theoretical framework of this study – the holder of customary territorial authority asserts a legitimate claim to a share of revenues from resources extracted from those lands, a claim consistent with the State's own constitutional fiduciary obligations. That demand was not accommodated in the enacted legislation, and the underlying tension between the Kingdom's public trust claims and the statutory revenue architecture remains unresolved.

²⁰ Public Finance Management Act, Cap 171 ("PFMA"), s 75.

²¹ Ibid, s 75(1)–(2).

²² PFMA (n 17), s 75 and Schedule on the sharing of royalties among local governments; Langer, Ukiwo and Mbabazi (n 19).

²³ Arnim Langer, Ukoha Ukiwo, and Pamela Mbabazi (eds), *Oil Wealth and Development in Uganda and Beyond: Prospects, Opportunities, and Challenges* (Leuven University Press, 2020).

²⁴ Parliament of Uganda, *Report of the Committee on Natural Resources on the Petroleum (Exploration, Development and Production) Bill, 2012* (Parliament of Uganda 2012).

The six per cent local government share and the one per cent cultural institution allocation constitute a limited statutory recognition of community interest in petroleum revenues. However, the mechanism is inadequate as a community protection measure. First, the six per cent figure is modest relative to the scale of disruption imposed on host communities.²⁵ Second, the PFMA does not require any portion of the district government allocation to reach the sub-county or village communities most proximate to oil infrastructure. Third, and most structurally, the PFMA's royalty-sharing mechanism depends on oil having reached commercial production, which had not yet occurred as of the finalisation of this study. The mechanism is therefore prospective in operation, providing no assistance to communities that have already experienced displacement, land loss, and livelihood disruption during the construction and development phases of the Tilenga and Kingfisher projects. The absence of a community development agreement regime – analogous to the benefit agreements or impact benefit agreements legislated in other resource-producing jurisdictions – is a serious gap in Uganda's framework, and one on which, as the comparative discussion later in this chapter shows, Nigeria's recent reform offers a direct point of contrast.²⁶

During fieldwork in May 2026, local government officials in Hoima and Buliisa confirmed that communities at the sub-county and village level had received no direct benefit payments linked to petroleum activity, and expressed concern that the forthcoming royalty distributions would be captured at the district level without trickling down to the most affected villages:

"The PFMA gives six per cent to local governments. But that means it goes to the district. The village – the people who lost their land, whose fishing grounds are affected – they will see nothing directly. That money will go into the general budget of the district. How is that fair?" [KI-LG-02, Buliisa District, May 2026]

4.2.6 Fragmentation of Regulatory Responsibilities and Absence of a Unified Community Protection Framework

²⁵ Natural Resource Governance Institute, "Uganda's Oil Revenue Management Framework is a Solid Start, but Not Nearly Enough" (NRGI 2014) <<https://resourcegovernance.org/articles/ugandas-oil-revenue-management-framework-solid-start-not-nearly-enough>> accessed 14 April 2026.

²⁶ Ciaran O'Faircheallaigh, "Extractive Industries and Indigenous Peoples: A Changing Dynamic?" (2013) 30 *Journal of Rural Studies* 20.

A structural feature of Uganda's statutory framework that exacerbates all of the specific gaps identified above is the fragmentation of community protection responsibilities across multiple statutes and institutions without a coordinating mechanism or a unified community protection framework. Consultation obligations are addressed in PEDPA. Compensation is governed by PEDPA, the Land Act, and the Land Acquisition Act. Environmental protection is primarily regulated by the National Environment Act and its subsidiary regulations. Local content is governed by the National Content Regulations 2016. Revenue-sharing is governed by the PFMA.²⁷

No single statute establishes a comprehensive and integrated framework for community protection in the petroleum sector. There is no legislation equivalent to a community development agreement law, no codified right of communities to negotiate binding commitments from licensees regarding social investment, employment, or environmental management, and no institution with explicit responsibility for monitoring community welfare outcomes across the full range of impacts generated by petroleum activities. Academic analysis of Uganda's oil governance has specifically identified this fragmentation as a source of regulatory gaps and enforcement failures, noting that the absence of a unified law for community engagement is a central weakness requiring legislative remedy.²⁸

4.3 Contractual Gaps in the Model Production Sharing Agreement 2012

This section develops Chapter Three's findings on the legality and enforceability, and institutional accountability and oversight, criteria, tracing the specific Model PSA 2012 and PEDPA confidentiality and dispute-resolution provisions responsible for the contractual dimension of the gap.

4.3.1 The Confidentiality Regime and Community Access to Information

Article 33 of the Model PSA 2012 establishes a comprehensive confidentiality regime.²⁹ Article 33.1 provides that the Agreement itself, and any confidential information of any party

²⁷ PEDPA (n 5); Land Act (n 13); Land Acquisition Act (n 14); National Environment Act, Cap 181; Petroleum (Exploration, Development and Production) (National Content) Regulations 2016, SI No 47 of 2016 ("National Content Regulations"); PFMA (n 17).

²⁸ Nakalanzi and others (n 9).

²⁹ Republic of Uganda, *Model Production Sharing Agreement 2012* ("Model PSA 2012"), Art 33.

in connection with the performance of the Agreement shall not be published or disclosed to third parties without the former party's written consent, subject only to limited exceptions for professional consultants, lenders, and government agencies. Article 33.3 provides that the confidentiality obligations shall expire only upon relinquishment of the area to which the information relates – a formulation that extends confidentiality for the full operational life of the project.³⁰ The statutory regime is not absolute. Consent to disclosure of licensee data may not be unreasonably withheld or delayed. Section 153(2)(c) permits disclosure of licensee information for the purpose of, or in connection with, legal proceedings. It is argued in this research, that this gives community litigants a route to relevant information once proceedings are on foot, although not a right of access before a claim is framed, which is when communities most need it

PEDPA reinforces this regime by requiring all data submitted to the Minister by a licensee to be kept confidential and not reproduced or disclosed to third parties except with consent, and further prohibits the disclosure of information furnished by a licensee to any person who is not a Minister or public officer.³¹

While PEDPA provides that the Minister may, in accordance with the Access to Information Act, make available to the public details of agreements, licences, and approved field development plans, this provision is permissive rather than mandatory. Civil society organisations have documented that although PSAs were at one point accessible in the parliamentary library, the manner of disclosure did not enable the public to comprehensively analyse the contracts, and the trajectory of government practice has been towards increased rather than decreased opacity.³² The 2021 Resource Governance Index assessment of Uganda's petroleum sector found that governance of social and environmental impacts scored poorly, that the public disclosure of environmental and social impact assessments was problematic, and that there was no corresponding registry of licences to promote transparency.³³

³⁰ Ibid, Arts 33.1, 33.3.

³¹ PEDPA (n 5), ss 152, 153.

³² Global Rights Alert and others, "Contract Transparency in Uganda's Petroleum and Mining Sectors" (Africa Portal 2014) <<https://africaportal.org/?p=8162>> accessed 14 April 2026.

³³ Natural Resource Governance Institute, "2021 Resource Governance Index: Uganda Oil and Gas" (NRGI 2021) <https://resourcegovernance.org/sites/default/files/documents/2021_resource_governance_index_uganda_oil_and_gas.pdf> accessed 14 April 2026.

It is worth noting that this opacity exists notwithstanding Uganda's accession to the Extractive Industries Transparency Initiative (EITI) in 2020. Uganda's EITI process has facilitated multi-stakeholder dialogue and some disclosure of revenue data.³⁴ However, EITI does not require full contract disclosure, and its reporting cycle addresses revenue flows rather than the contractual terms governing environmental management, compensation standards, and community consultation obligations. The gap in public scrutiny of actual PSA terms therefore persists despite EITI membership, and the argument that PSA confidentiality is commercially necessary does not withstand scrutiny in a comparative context: numerous resource-producing jurisdictions – including Ghana, Liberia, and Guinea – have published executed petroleum contracts without demonstrable adverse effects on investment flows. The claim that disclosure deters investors is not supported by available evidence and should not be accepted as a justification for maintaining a confidentiality regime that structurally excludes affected communities from knowledge of the commitments their government has made in their name.³⁵

4.3.2 Community Obligations in Article 23: Discretion Without Binding Standards

Article 23 of the Model PSA 2012 is the central contractual provision governing environmental and community-related obligations of the licensee.³⁶ Article 23.1 requires the licensee to conduct all petroleum activities in accordance with applicable laws to prevent or minimise danger to human life or property or pollution or harm to the environment. Article 23.4 requires the licensee to promote conservation of natural resources and employ the best available techniques for prevention of environmental damage.³⁷

Article 23.5 requires the licensee to take all necessary and adequate steps to ensure adequate compensation for injury to persons or damage to property caused by petroleum activities. Article 23.6 provides that the measures and methods to be used shall be determined in timely

³⁴ Extractive Industries Transparency Initiative, "Uganda Country Profile" (EITI 2024) <<https://eiti.org/countries/uganda>> accessed 14 April 2026.

³⁵ Natural Resource Governance Institute, "Opening the Books: How Countries Can Promote Oil, Gas, and Mining Contract Transparency" (NRGI 2021); for comparative contract disclosure practice in Ghana, Liberia, and Guinea, see Open Contracting Partnership, "Beneficial Ownership in Extractives" (OCP 2022).

³⁶ Model PSA 2012 (n 25), Art 23.

³⁷ Ibid, Arts 23.1, 23.4.

consultation with the PAU upon commencement of petroleum activities or whenever there is a significant change in scope.³⁸

While these provisions establish general environmental and compensation obligations, they are characterised by a pattern of open-ended standards – "adequate," "necessary," "best available" – without specifying measurable thresholds, timelines, or verification mechanisms. The Model PSA is entirely silent on community development agreements, minimum standards of community consultation, independent monitoring of compliance, or community access to dispute resolution in the event that compensation is inadequate. This means that the contractual obligations to communities depend entirely on the strength of the underlying statutory framework – and that framework, as shown above, has significant substantive gaps. Article 23.3 requires the licensee to consult with the Government regarding petroleum activities in national parks or game reserves before commencing work, but this consultation obligation runs to the Government rather than to affected communities, reflecting the Model PSA's structural orientation towards the Government-IOC relationship with communities as recipients of impacts rather than participants in governance.³⁹

4.3.3 Dispute Resolution: The UNCITRAL Arbitration Mechanism and Community Exclusion

Article 24.1 of the Model PSA 2012 provides that disputes arising under the Agreement that cannot be settled amicably shall be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, with arbitration conducted in London.⁴⁰ Disputes relating to taxation, health, safety and the environment are excluded from arbitration by Article 24.1 itself and fall to Ugandan law and fora. The clause's exclusionary effect for communities therefore bears most heavily on the compensation undertaking in Article 23.5 and on the consultation arrangements, which remain matters between the Government and the Licensee. The arbitration clause is bilateral, confined to disputes between the Government and the licensee. Communities are not parties to PSAs

³⁸ Ibid, Arts 23.5, 23.6.

³⁹ Ibid, Art 23.3.

⁴⁰ Ibid, Art 24.1: disputes between the Government and the Licensee that cannot be settled amicably are referred to arbitration under the UNCITRAL Arbitration Rules, with London as the seat.

and have no standing in the arbitration mechanism. The London venue and the cost structure of UNCITRAL arbitration are entirely inaccessible to affected communities in Bunyoro.

This structural exclusion means that community grievances against IOC conduct – particularly those relating to inadequate compensation or failure to consult – cannot be pursued through the contractual mechanism. Communities must rely on domestic judicial or administrative processes, which in the petroleum context means the Chief Government Valuer for compensation disputes, or NEMA for environmental enforcement. Neither mechanism is well-positioned to address the full range of community grievances generated by petroleum activities at the scale of the Tilenga or Kingfisher projects. There is no grievance mechanism embedded in the Model PSA that is accessible to individual community members or community organisations.⁴¹

4.3.4 National Content Obligations and the Gap from Community Benefit

The National Content Regulations 2016 establish detailed obligations for the employment and training of Ugandan citizens, the procurement of goods and services from Ugandan companies, technology transfer, and research and development.⁴² These are meaningful obligations that, if effectively implemented, could generate employment and enterprise opportunities for communities in Bunyoro. However, the National Content Regulations operate at the national level, with no community-specific targeting mechanism. There is no requirement that employment opportunities be preferentially offered to residents of host communities in the immediate vicinity of petroleum operations, no obligation to report national content outcomes disaggregated by locality, and no enforcement mechanism available to communities that believe their members are being systematically excluded from employment or procurement opportunities.⁴³

The Regulations focus on Ugandan citizenship and company registration as criteria for preferential treatment, but do not disaggregate these criteria to address the particular

⁴¹ PEDPA (n 5), s 139(2); Human Rights Watch, "Our Trust is Broken: Loss of Land and Livelihoods for Oil Development in Uganda" (HRW 2023) <<https://www.hrw.org/report/2023/07/10/our-trust-broken/loss-land-and-livelihoods-oil-development-uganda>> accessed 14 April 2026.

⁴² National Content Regulations (n 23), regs 7–20.

⁴³ Angualia Busiku and Co Advocates, "Will the National Content Requirement in the Oil and Gas Sector in Uganda Benefit the Host Communities?" (March 2024) <<https://www.lawyers-uganda.com/the-oil-and-gas-sector-in-uganda-benefit-the-host-communities/>> accessed 14 April 2026.

disadvantage of remote rural communities in the Albertine Graben relative to better-resourced urban enterprises. A CSO practitioner in Hoima captured the operational consequence of this gap during a key informant interview in May 2026:

"National content means Ugandans get the jobs. Fine. But the engineer from Kampala is a Ugandan. The accountant from Entebbe is a Ugandan. The people in Buliisa who lost their gardens – they are also Ugandans, but they are not getting the contracts and they are not getting the jobs. The law does not distinguish." [KI-CSO-04, Hoima, May 2026]

4.4 Institutional Gaps in Oversight and Accountability

This section develops Chapter Three's finding on the institutional accountability and oversight criterion, examining why the PAU, NEMA, and Parliament have not, in practice, closed the gaps identified above.

4.4.1 The Petroleum Authority of Uganda: Community Engagement Functions and Capacity

The PAU was established under PEDPA to regulate, monitor, and supervise the petroleum sector.⁴⁴ Its functions include ensuring compliance with the Act and regulations, assessing work programmes and budgets, and approving field development plans. It exercises environmental oversight functions in conjunction with NEMA and is designated as the authority with which licensees consult under the Model PSA's environmental and community obligations.

However, the PAU's institutional mandate is primarily regulatory in the commercial and technical sense. Its statutory functions do not include proactive community protection monitoring, systematic community engagement, or the investigation and resolution of community grievances. The PAU's documented response to community concerns about inadequate compensation and forced evictions in connection with the Tilenga project – asserting that the project had followed due legal process – illustrates the institutional

⁴⁴ PEDPA (n 5), s 9.

orientation of the Authority: it defends compliance rather than investigating harm.⁴⁵ Academic analysis of Uganda's petroleum governance has found that capacity constraints within the PAU, alongside regulatory capture concerns, hinder effective enforcement of obligations relevant to community protection.⁴⁶ The 2021 Resource Governance Index assessment further found that the institutional architecture lacks adequate transparency mechanisms and that there is no public registry of licences or systematic public disclosure of contract terms.⁴⁷

4.4.2 NEMA: Environmental Enforcement Gaps and Institutional Capacity

NEMA exercises the primary statutory mandate for environmental enforcement in Uganda, including oversight of petroleum sector environmental compliance.⁴⁸ NEMA issues environmental clearance certificates, reviews and approves environmental impact assessments, and conducts environmental audits. PEDPA requires licensees to comply with environmental principles and safeguards prescribed by the National Environment Act and to contract separate entities for waste management that must obtain NEMA licences.⁴⁹

The formal framework of NEMA's environmental oversight is relatively comprehensive, as assessed in Chapter Three. However, NEMA faces significant institutional capacity constraints in relation to the petroleum sector specifically. The IEA's 2023 Energy Policy Review of Uganda characterised NEMA as responsible for coordinating, monitoring, and regulating environmental management, but noted that effective monitoring of oil and gas activities requires substantial capacity that must be specifically developed.⁵⁰ The 2021 Resource Governance Index specifically identified that although ESIA's are required to be made public once submitted to NEMA, the public disclosure of these documents is problematic, and the governance of social and environmental impacts was assessed as "poor" overall.⁵¹

⁴⁵ Drilled Media, "Ugandan Communities Say Total's Oil Project Is More of a Land Grab than a Development Opportunity" (Drilled Media 2023) <<https://drilled.media/news/uganda-resettlement>> accessed 14 April 2026.

⁴⁶ Nakalanzi and others (n 9).

⁴⁷ NRGI, 2021 Resource Governance Index (n 29).

⁴⁸ NEA (n 23), ss 7–8.

⁴⁹ PEDPA (n 5), s 3.

⁵⁰ International Energy Agency, Uganda 2023 Energy Policy Review (IEA/OECD 2023) <https://www.oecd.org/content/dam/oecd/en/publications/reports/2023/11/uganda-2023_668f415e/1b6b9a5a-en.pdf> accessed 14 April 2026.

⁵¹ NRGI, 2021 Resource Governance Index (n 29).

From a community protection perspective, NEMA's enforcement capacity constraints have specific consequences: communities in remote areas of Bunyoro cannot rely on proactive NEMA monitoring to detect and address environmental violations. A senior NEMA official interviewed in Kampala in May 2026 acknowledged this institutional gap candidly:

"We are responsible for environmental oversight across the whole country. Our staff and budget are not calibrated to the complexity and scale of the Albertine operations. We do what we can. But continuous on-the-ground monitoring? We cannot claim we do that." [KI-NEMA-01, Kampala, May 2026]

4.4.3 Parliamentary Oversight: PSA Confidentiality and Scrutiny Constraints

PEDPA requires the Minister to lay the Model PSA before Parliament after Cabinet approval.⁵² Parliament therefore has formal access to the model agreement. However, individual PSAs concluded between the Government and specific IOCs are kept confidential under the combined operation of Article 33 of the Model PSA and PEDPA's confidentiality provisions.⁵³ Parliament can review the template but not the specific terms negotiated in respect of any given licence area – terms that may deviate from the model in ways that are material to community protection.

The parliamentary committee system – particularly the Committee on Natural Resources – cannot scrutinise the specific environmental, compensation, or community obligations that Government has actually agreed to with TotalEnergies, CNOOC, or their successors in respect of the Tilenga and Kingfisher licence areas. Members of Parliament have specifically objected that the Government is not being transparent in the way it has signed oil agreements, and the documented history of parliamentary resolutions being circumvented by executive oil deal-making illustrates the practical weakness of legislative oversight in this domain.⁵⁴ A parliamentary staff member confirmed in an interview conducted in Kampala in May 2026 that PSA confidentiality has rendered meaningful parliamentary scrutiny effectively impossible:

⁵² PEDPA (n 5), s 6(3).

⁵³ PEDPA (n 5), s 6(3); Model PSA 2012 (n 25), Art 33; PEDPA (n 5), ss 152-153.

⁵⁴ Voice of America, "Uganda Parliament Pushes for Public Disclosure of Oil Contracts" (2012) <<https://www.voanews.com/a/940358.html>> accessed 14 April 2026; Business and Human Rights Resource Centre, "Uganda: Civil Society Groups Petition Parliament to Promote Access to Information on Oil Deals" (BHRRC 2013) <<https://www.business-humanrights.org>> accessed 14 April 2026.

"We passed the law. We have the committee. But we cannot scrutinise what we cannot see. The PSAs are confidential. The specific commitments the Government has made to the companies on environmental protection, on compensation, on community consultation – we do not know them. We are asked to oversee a sector whose most important documents are hidden from us." [KI-PARL-01, Kampala, May 2026]

Uganda's accession to the Extractive Industries Transparency Initiative (EITI) in 2020 provides an important but partial remedy for this transparency deficit. Uganda's EITI process has facilitated multi-stakeholder dialogue and some disclosure of revenue data.⁵⁵ However, EITI does not require full contract disclosure, and its process does not itself create enforceable community rights or obligations on IOCs. It addresses revenue transparency rather than the contractual terms governing community protection obligations. The gap in parliamentary and public scrutiny of actual PSA terms therefore remains significant notwithstanding EITI membership.

4.5 Documented and Empirical Community Experiences in the Bunyoro Region

4.5.1 Compensation Delays and Inadequacy in the Tilenga and EACOP Projects

The legal and contractual gaps identified in the preceding sections have produced demonstrable harm to communities in the Bunyoro Region, documented in reports by Human Rights Watch, civil society organisations, and academic researchers, and confirmed by the primary fieldwork conducted for this study. Human Rights Watch's 2023 report on land and livelihoods in Uganda's oil development found that most lands affected by the Tilenga project were evaluated in the period 2017 to 2019, but that compensation was not received by affected persons until three to five years later, in 2022 or 2023.⁵⁶ This prolonged delay – during which households were subject to restrictions on land use but had not received any compensation – is a direct consequence of the statutory framework's failure to specify enforceable timelines for compensation payment following valuation.

⁵⁵ EITI Uganda Country Profile (n 30).

⁵⁶ Human Rights Watch (2023) (n 37).

The practical consequences for affected communities were severe. As one affected household head in Kikuube described in a focus group discussion in May 2026:

"They put a mark on my land in 2018 and told me I could not build, I could not plant permanent crops. I waited. I asked questions. Nobody answered properly. The money came in 2022. Four years I managed on a plot I could not develop. My children's school fees, my food – all suffering. And the amount they gave me – it was not even enough to buy equivalent land nearby." [FGD-KIK-D1, Kikuube District, May 2026]

The EACOP project displaced approximately 13,000 people across Uganda and Tanzania.⁵⁷ A report by the Haki Defenders Foundation and the University of Sheffield, based on interviews with affected persons in Uganda, found that many people reported unfair and inadequate compensation and a lack of transparency notwithstanding the existence of a resettlement plan that formally incorporated local laws and international best practice standards.⁵⁸ The gap between the formal existence of a resettlement plan and its actual implementation illustrates the broader point that the adequacy of legal protections in design does not automatically translate into adequate protection in practice – a finding directly supported by the fieldwork evidence gathered in this study.

4.5.2 Livelihood Disruption and the Absence of Restoration Mechanisms

Academic literature on the social impacts of oil developments in Uganda consistently identifies livelihood disruption as one of the most significant consequences of petroleum activities in Bunyoro. Documented impacts include project-induced displacement and resettlement, reduction of food security, restrictions on access to fishing, firewood and herbs for cooking and medicinal purposes, inadequate compensation, land grabbing, environmental degradation, and fear and anxiety.⁵⁹ TotalEnergies' own Resettlement Action Plan documentation

⁵⁷ Business and Human Rights Resource Centre, "Uganda: People Displaced by EACOP Project Were Inadequately Rehoused or Compensated" (BHRRRC 2024) <<https://www.business-humanrights.org>> accessed 14 April 2026.

⁵⁸ Haki Defenders Foundation and University of Sheffield, cited in Business and Human Rights Resource Centre (2024).

⁵⁹ Didas Muhumuza and others, "Social Impacts of Land Acquisition for Oil and Gas Development in Uganda" (2019) Academia <https://www.academia.edu/53645211/Social_Impacts_of_Land_Acquisition_for_Oil_and_Gas_Development_in_Uganda> accessed 14 April 2026; Peter Newbury-Smith and others, "Social Impacts of Oil Developments in

acknowledged that livelihood restoration programmes had yet to be fully implemented following land acquisition, and that significant effort would be needed to restore or enhance livelihoods – a frank acknowledgment that the formal legal framework, while requiring compensation for land, had not secured the restoration of the productive economic activities that land supported.⁶⁰

Participants in focus group discussions in Buliisa and Kikuube in May 2026 gave accounts consistent with these documented impacts. Women participants in a focus group in Buliisa described the collapse of fishing and smallholder farming livelihoods that had previously supported their households, with no meaningful support programme from either the company or the government to help them rebuild:

"Before, we grew cassava, we grew groundnuts. The land fed us. When they took the land, they gave us money. But money finishes. Land does not finish. Now we have spent the money and we have nothing. Nobody came back to help us start again." [FGD-BUL-W1, Buliisa District, May 2026]

Youth participants in Kikuube similarly described the loss of lake-based livelihoods, with changed water quality in areas near exploration sites having materially reduced their fishing catches over a period of two to three years. None had been able to access the formal complaint mechanisms that exist in law:

"We know the company is supposed to pay for damage. But we do not know how to prove it, we do not have money for a lawyer, and the NEMA office is far. So we just suffer and we wait." [FGD-KIK-Y1, Kikuube District, May 2026]

4.5.3 Forced Evictions and Access to Justice

On 8 December 2023 the High Court at Hoima (Byaruhanga J), on an application filed four days earlier by the Attorney General on behalf of the Ministry of Energy and Mineral Development, permitted the Government to deposit the compensation refused by forty-two households from Kasenyi, Kizongo, Kirama and Bugigo villages in Buliisa district into court

Uganda" (Toxic News, August 2019) <<https://toxicnews.org/2019/08/29/social-impacts-of-oil-developments-in-uganda>> accessed 14 April 2026.

⁶⁰ TotalEnergies EP Uganda, Resettlement Action Plan documentation, cited in Human Rights Watch (2023).

and to take possession of their land for the Tilenga project.⁶¹ Community representatives and lawyers acting for affected persons argued in the proceedings that a number of the households had signed compensation agreements not out of genuine consent but as a result of a sustained process of pressure, including harassment, extended periods of prohibited land use, and threats of legal action if they did not accept the amounts offered. These allegations, which are consistent with the documented account of the proceedings by Drilled Media and corroborated by community members interviewed during fieldwork, raise profound questions about the voluntariness of the consent process and the adequacy of the consultation and negotiation framework governing compensation settlements.⁶²

During the Buliisa focus group discussions, participants whose communities had gone through comparable compensation negotiations confirmed that the experience of compulsion described in the Tilenga eviction proceedings was not isolated:

"They kept coming back. They said: sign now or the court will take your land and you will get nothing. What choice did we have? We signed. But it was not a free choice. We signed because we were afraid." [FGD-BUL-D1, Buliisa District, May 2026]

The absence of mandatory independent legal assistance for affected communities in compensation negotiations is a structural gap that the fieldwork evidence confirms as consequential. A legal practitioner who had represented affected households in Hoima in compensation proceedings observed that the power asymmetry between communities and the company was so pronounced as to make nominal consent meaningless without independent legal advice:

"TotalEnergies had a team of lawyers. The Government valuers came with the company's representative. The community member sat across the table alone. In that room, there is no equality of arms. The compensation figure they agreed

⁶¹ Drilled Media (n 41); *Attorney General v [names of respondents]* (Miscellaneous Cause No [] of 2023, High Court of Uganda at Hoima, 8 December 2023); Witness Radio, 'Hoima Court Allows Government to Deposit Rejected Compensation by Tilenga Oil Project Affected Persons (PAPs) in Court' (11 December 2023) <<https://witnessradio.org/hoima-court-allows-government-to-deposit-rejected-compensation-by-tilenga-oil-project-affected-persons-paps-in-court>> accessed 9 October 2026.

⁶² Drilled Media (n 41); Lorenzo Cotula, *Human Rights, Natural Resource and Investment Law in a Globalised World: Shades of Grey in the Shadow of the Law* (Routledge 2012) 78-85; Key Informant Interview, Legal Practitioner (KI-LEG-01), Hoima, May 2026.

to was the only figure they were ever offered. They had no basis to know whether it was fair, because nobody independent had told them." [KI-LEG-01, Hoima, May 2026]

4.5.4 Revenue-Sharing Expectations and Documented Conflicts

The statutory revenue-sharing framework under the PFMA has generated documented conflicts between communities, local governments, and the central government regarding eligibility, allocation criteria, and the practical receipt of royalties. Reports from the Bunyoro Region have identified significant uncertainty among local government leaders about which authorities qualify as oil-producing districts eligible for royalty shares.⁶³ The PFMA requires the Minister responsible for petroleum to publish a list of eligible local governments, but as of the time of this study that publication had not been made, causing confusion among local government authorities about their entitlements and hindering planning for the use of anticipated royalty revenues.⁶⁴

Local government leaders in areas traversed by the EACOP have formed coalitions to demand royalty shares comparable to those of production-area districts, on the basis that pipeline corridor communities bear environmental and social risks associated with petroleum infrastructure without receiving equivalent benefit through the revenue-sharing framework.⁶⁵ These conflicts are predictable consequences of a revenue-sharing framework that is insufficiently specific about eligibility criteria and that does not provide direct community-level benefit beyond the general allocation to district governments.

The Bunyoro-Kitara Kingdom's claim to twelve and a half per cent of royalties – grounded in its constitutional status under Article 246 and its custodianship of customary lands in the Albertine Graben – was formally advanced before Parliament's Committee on Natural

⁶³ The Independent (Uganda), "Uganda's Oil Revenue Sharing Question" (December 2022) <<https://www.independent.co.ug/ugandas-oil-revenue-sharing-question/>> accessed 14 April 2026; Natural Resource Governance Institute, "Uganda's Local Governments Need Clarity on Oil Revenue Sharing" (NRGI 2023) <<https://resourcegovernance.org/articles/ugandas-local-governments-need-clarity-oil-revenue-sharing>> accessed 14 April 2026.

⁶⁴ PFMA (n 17), s 75(2).

⁶⁵ The Independent (Uganda), "OIL PIPELINE: Masaka Districts Form Coalition to Demand Royalties" (February 2022) <<https://www.independent.co.ug/oil-pipeline-masaka-districts-form-coalition-to-demand-royalties/>> accessed 14 April 2026.

Resources during the consideration of the Petroleum Bills in 2012.⁶⁶ The Kingdom's argument that the holder of customary territorial authority is entitled to a meaningful share of revenues from resources extracted from those lands is directly grounded in the public trust reasoning that informs this study's theoretical framework: if the State holds petroleum resources as trustee for all Ugandans, and if the customary institution holds land in trust for its people under Article 246, then the communities whose territorial authority is exercised by the Kingdom have a legitimate claim to the resource wealth extracted from beneath their customary domain. The enacted settlement of six per cent to local governments and one per cent to cultural institutions fell far short of those expectations and has not silenced the underlying demands, which resurfaced in community meetings documented during the fieldwork in all three districts.

4.6 The Roles and Responsibilities of Other Stakeholders

The analysis in this chapter has focused primarily on gaps in the legal framework and the conduct of State institutions and IOCs. It is necessary, however, to acknowledge that the framework's inadequacy is not only a product of legislative design or governmental inaction. Other stakeholders – local communities and their representative institutions, the Bunyoro-Kitara Kingdom, local governments, civil society organisations, the judiciary, institutions of learning, and the IOCs themselves – each have roles to play in addressing the gaps identified, and an adequate analysis of community protection must engage with their responsibilities.

Local communities and their representative institutions – including sub-county and village councils, traditional clan structures, and community-based organisations – have a responsibility to engage actively with the formal mechanisms that exist, however imperfect those mechanisms are. Community members who do not exercise the petition rights available under the EIA Regulations, who do not engage with local government representatives on royalty allocation questions, or who do not seek collective organisation to assert compensation rights, weaken the pressure for accountability that formal mechanisms require to function. The fieldwork evidence suggests that communities are often unaware of the rights they formally possess – a finding that underscores the need for legal literacy investment by both government and civil society.

⁶⁶ Parliament of Uganda Committee Report (n 20); Langer, Ukiwo and Mbabazi (n 19).

The Bunyoro-Kitara Kingdom, as the custodian of customary authority in the region and a constitutional cultural institution under Article 246, has a particular responsibility to serve as an informed and organised advocate for its communities in petroleum governance processes. The Kingdom's engagement with the parliamentary Committee on Natural Resources in 2012 demonstrated this advocacy capacity. There is scope for the Kingdom to play a more sustained and systematic role in monitoring compliance with community protection obligations, engaging with the EITI multi-stakeholder group, and providing a channel through which community grievances can be aggregated and presented to regulatory authorities.

Civil society organisations – including ACODE, Global Rights Alert, the Centre for Strategic Litigation, and others working in the extractives governance space – have already made significant contributions to documenting the gaps identified in this study. Their role in legal aid provision, community legal literacy, independent monitoring of ESIA compliance, and advocacy before parliamentary committees and regulatory bodies is essential and should be systematically supported through legal aid financing and access to NEMA and PAU processes. The exclusion of civil society from formal roles in the petroleum governance framework is itself a gap that reform should address.

The IOCs – principally TotalEnergies EP Uganda and CNOOC Uganda – bear direct corporate responsibility for the community protection gaps documented in this chapter. Their compliance with Model PSA Article 23 obligations, the adequacy of their Resettlement Action Plans, the quality of their community engagement processes, and their willingness to support transparent disclosure of PSA terms are not merely legal questions but expressions of their corporate human rights obligations under the UN Guiding Principles on Business and Human Rights. The Tilenga and Kingfisher projects operate under IFC Performance Standards that the companies themselves have committed to, and those commitments are enforceable through the project finance conditions attached to their lending arrangements. Where IFC Performance Standards impose higher obligations than Ugandan law, the companies should apply the higher standard.

The judiciary has a role in interpreting and enforcing the constitutional and statutory protections that do exist, and in using the purposive approach to constitutional interpretation to fill gaps where the text of the law is ambiguous. The High Court in Hoima has already been

the venue for petroleum-related land disputes, and the Supreme Court's decision in *Irumba*, discussed in Chapter Two, shows that the courts are willing to enforce the constitutional compensation standard robustly when litigants can reach them; there is scope for that jurisprudence to be extended to the right to access information under Article 42 in the petroleum context, and to the enforceability of the NEA's *actio popularis* mechanism in petroleum pollution cases. Judicial interpretation that is generous, purposive, and attentive to the fiduciary character of the State's petroleum trusteeship under Article 244 could substantially strengthen community protection without requiring legislative amendment.

Institutions of learning – particularly Makerere University School of Law, Uganda Christian University, and the Law Development Centre – have a responsibility to generate the legal scholarship, community legal literacy programmes, and trained legal practitioners that the implementation of adequate community protection will require. The current gap in qualified legal representation for communities in compensation proceedings is partly a supply-side problem in the legal profession, and legal education institutions can contribute directly to its resolution.

4.7 Synthesis: The Systemic Character of Legal Gaps

The gap analysis in this chapter reveals that the deficiencies in Uganda's production sharing legal framework are not isolated or incidental. They form a coherent pattern reflecting a systemic design orientation toward investment facilitation and State-IOC relationship management, with community protection treated as a secondary concern addressed through general obligations and aspirational policy commitments. This systemic orientation produces specific, identifiable gaps across constitutional, statutory, contractual, and institutional dimensions that collectively undermine the adequacy of host community protection.

The constitutional dimension features the absence of an expressly entrenched community participation right, leaving the public trust framework of Article 244 without a corresponding enforceable mechanism for community engagement. The statutory dimension features a notification-and-objection model that falls short of genuine consultation, a compensation regime that excludes petroleum-enhanced value and lacks livelihood restoration obligations, a limitation period that disadvantages communities facing deferred or cumulative harm, and an

inadequate benefit-sharing mechanism that does not reach communities directly. The contractual dimension features a confidentiality regime that forecloses community access to information about PSA terms, environmental and compensation obligations framed in open-ended discretionary language without binding standards or community-accessible remedies, and a dispute resolution mechanism from which communities are structurally excluded. The institutional dimension features regulatory bodies whose community-protection mandates are attenuated, a parliamentary oversight function constrained by PSA confidentiality, and the absence of any institution with explicit responsibility for monitoring and promoting community welfare outcomes.

Documented and empirically gathered community experiences in Bunyoro – compensation delays of three to five years, livelihood disruption without restoration support, compensation negotiations conducted without independent legal advice, and revenue-sharing conflicts that leave the most affected communities without direct benefit – confirm that these legal gaps translate into concrete and recurring harm. The framework has provided formal processes for compensation and consultation that in documented and empirically verified practice have not secured outcomes consistent with the public trust and rights-based standards that the Constitution establishes.

4.8 A Comparative Perspective: Ghana and Nigeria

The gaps identified above – particularly the absence of a community-specific, legally enforceable benefit-sharing entitlement, and the confidentiality regime that forecloses public scrutiny of petroleum contracts – are not inevitable features of a production-sharing model. A brief comparison with two African peer jurisdictions, Ghana and Nigeria, illustrates that alternative statutory design choices are available, while also showing that legal design alone does not guarantee effective implementation.

Ghana's principal response to the transparency gap that afflicts Uganda's framework has been institutional rather than contractual. Ghana's Petroleum Revenue Management Act, 2011 establishes the Public Interest and Accountability Committee (PIAC), a statutory citizen-led oversight body – comprising representatives of civil society, traditional authorities, and professional bodies – with an explicit legal mandate to monitor and report publicly on

Government compliance with the Act's revenue management and disclosure obligations.⁶⁷ PIAC's mandate and composition give Ghanaian civil society and traditional leaders a standing statutory platform for scrutinising petroleum revenue governance that has no equivalent under Uganda's PEDPA, where disclosure remains a matter of ministerial discretion and no statutory body with a comparable citizen-oversight mandate exists.⁶⁸ Ghana's Petroleum (Local Content and Local Participation) Regulations 2013 further set specific, measurable local participation thresholds across defined service categories, in contrast to the more general and unmonitored local content obligations examined in section 4.3.4 above.⁶⁹ Ghana's model therefore offers a template for addressing Uganda's institutional accountability and oversight gap – identified as a systemic weakness in section 4.4 above – through a dedicated, legally empowered oversight body rather than through discretionary ministerial disclosure.

Nigeria's Petroleum Industry Act 2021 responds directly to the benefit-sharing gap that is the central finding of section 4.2.5 above. Chapter 3 of the Act obliges every settlor conducting upstream petroleum operations to incorporate a Host Communities Development Trust for each host community in or appurtenant to its area of operation, and to fund that Trust with a mandatory annual contribution of three per cent of the settlor's actual operating expenditure for the preceding year – a legal obligation that attaches directly to the specific host community rather than being channelled through general local government budgets, as under Uganda's PFMA.⁷⁰ This structural difference is significant: whereas Uganda's six per cent royalty share is paid to district governments with no guarantee that it reaches the sub-county or village level – the precise complaint raised by the local government official quoted in section 4.2.5 above – Nigeria's Trust model creates a direct, community-specific legal entitlement enforceable against the operator itself.

The Nigerian experience nonetheless demonstrates that a stronger statutory design does not, on its own, guarantee effective community benefit. Independent assessments of the Host Communities Development Trust regime, some four years after its enactment, have found that

⁶⁷ Petroleum Revenue Management Act, 2011 (Act 815) (Ghana), as amended by the Petroleum Revenue Management (Amendment) Act, 2015 (Act 893).

⁶⁸ Public Interest and Accountability Committee (Ghana), Simplified Guide to Petroleum Revenue Management in Ghana (PIAC 2023).

⁶⁹ Petroleum (Local Content and Local Participation) Regulations, 2013 (L.I. 2204) (Ghana).

⁷⁰ Petroleum Industry Act, 2021 (Nigeria).

many operators have yet to fully operationalise their Trusts, that disbursement has been slow and often opaque, and that host communities report limited visibility into how contributed funds are being used.⁷¹ Commentators note that non-compliance with the incorporation and funding obligations, while nominally a ground for licence revocation, has rarely been enforced in practice, leaving the strength of the legal entitlement dependent on regulatory will.⁷² This qualifies rather than undermines the comparative lesson for Uganda: Nigeria's Chapter 3 provisions demonstrate that a legally enforceable, community-specific benefit-sharing entitlement is a workable statutory design – closing precisely the gap identified in section 4.2.5 – but Ghana's and Nigeria's experience together confirm that such entitlements require independent oversight and credible enforcement, of the kind PIAC is designed to provide, if they are to translate into the outcomes intended by the legislation. Both lessons are reflected in the reform recommendations developed in Chapter Five.

4.9 Conclusion

This chapter has identified specific legal, contractual, and institutional gaps in Uganda's production sharing framework – an unentrenched participation right, a compensation regime that excludes petroleum-enhanced value and omits livelihood restoration, a four-year limitation period without a discovery rule, a PSA confidentiality regime that blocks community and parliamentary scrutiny, and a PFMA revenue-sharing mechanism that does not reach affected communities directly – and has shown, through the primary fieldwork conducted in Buliisa, Hoima, and Kikuube districts in May 2026 and through documented secondary evidence, that these gaps produce concrete and recurring harm: multi-year compensation delays, unrestored livelihoods, compensation obtained without independent legal advice, and revenue-sharing conflicts that leave the most affected villages without direct benefit. The comparative discussion of Ghana and Nigeria confirms that alternative statutory designs exist for both the transparency gap and the benefit-sharing gap, while cautioning that legal design must be matched by independent oversight and enforcement if it is to protect communities in

⁷¹ Connected Development (CODE), "Beyond the 3 Per cent: Building Transparency and Trust in Nigeria's Host Community Development Trust Funds" (2025) <<https://www.connecteddevelopment.org/beyond-the-3-per-cent-building-transparency-and-trust-in-nigerias-host-community-development-trust-funds/>> accessed 29 July 2026.

⁷² Anaje Olumide Oke Akinkugbe, "Host Communities Development Trusts under the PIA: Policy vs Practice" (2024) <<https://ao2law.com/host-communities-developement-trusts-under-the-pia-policy-vs-practice/>> accessed 29 July 2026.

practice. These findings, together with the responsibilities of the non-State stakeholders identified in section 4.6, provide the analytical foundation for the reform recommendations developed in Chapter Five.

CHAPTER FIVE

CONCLUSIONS AND RECOMMENDATIONS

5.1 Introduction

This final chapter draws together the findings of the study, presents conclusions responsive to each of the specific research objectives, advances targeted reform recommendations, and identifies areas where further legal scholarship is needed.

The study set out to assess the adequacy of Uganda's production sharing legal framework in protecting the interests of host communities in the Bunyoro Region, using a mixed-methods research design that integrated doctrinal legal analysis with empirical fieldwork, and applying the twin theoretical lenses of the Public Trust Doctrine and Rights-Based Theory through a structured Adequacy Assessment Matrix of seven criteria. Chapters Two, Three, and Four progressively mapped the legal architecture, assessed it against those criteria, and identified the gaps between legal design and legal effect – gaps that the empirical evidence gathered from fieldwork in Buliisa, Hoima, and Kikuube in May 2026 confirmed are not theoretical but real and recurring. This chapter synthesises those findings into conclusions and translates them into reform proposals that are legally grounded, practically targeted, and appropriate to the institutional context of Uganda's petroleum governance.

The chapter proceeds as follows. Section 5.2 presents the conclusions of the study organised around the four specific objectives. Section 5.3 sets out ten structured reform recommendations, grouped under the stakeholder to whom each is principally addressed – Government and Parliament; the Ministry of Energy and Mineral Development and the International Oil Companies; regulatory institutions; civil society, legal aid institutions, and affected communities; and the judiciary – reflecting the distribution of responsibility for community protection outcomes identified in Chapter Four. Section 5.4 identifies four areas that merit further legal research, and Section 5.5 offers a brief closing reflection.

5.2 Conclusions

5.2.1 Objective One: The Constitutional, Statutory, and Contractual Framework

The first objective was to analyse the constitutional, statutory, and contractual framework governing oil production sharing in Uganda. The study found that the framework rests on a constitutionally coherent foundation in Article 244 of the 1995 Constitution, which vests petroleum resources in the Government on behalf of all Ugandans and establishes the State as trustee of the national petroleum endowment. This public trust foundation is reinforced by Article 39, which guarantees the right to a clean and healthy environment, and Article 26, which protects property rights and restricts compulsory acquisition. PEDPA operationalises these constitutional provisions through a comprehensive licensing regime, establishing the PAU and providing for production sharing agreements as the central contractual instrument. The Model PSA 2012 elaborates the commercial and operational relationship between the Government and IOCs, covering fiscal arrangements, environmental obligations, dispute resolution, and confidentiality.

The framework demonstrates formal constitutional compliance in its broad architecture. The petroleum legislation acknowledges the public trust principle, creates regulatory institutions, provides for national content, and contains provisions for environmental management, compensation, and community consultation. However, while the framework is formally structured around constitutional requirements, the translation of constitutional principles into enforceable community-facing obligations is uneven and in several respects materially incomplete. The overall architecture is designed primarily to govern the commercial relationship between the State and investors, with community protection obligations treated as ancillary rather than central concerns.

5.2.2 Objective Two: The Extent to Which PSAs and Related Laws Protect Host Community Interests

The second objective was to assess the extent to which PSAs and related laws protect the land, environmental, cultural, and socio-economic interests of host communities. The application of the Adequacy Assessment Matrix, anchored in both doctrinal analysis and empirical fieldwork evidence, produced differentiated findings across the seven criteria. The framework provides the strongest protection in the environmental domain, where the combination of PEDPA's environmental compliance obligations, the NEA's strict liability regime, mandatory EIA requirements, and continuous audit obligations constitutes a substantively adequate formal

framework. The framework also largely satisfies the constitutionality criterion at the level of formal compatibility between petroleum legislation and the constitutional text, though specific gaps in the constitutional recognition of community participation rights and the compensation framework's exclusion of petroleum-enhanced values constitute partial constitutional inadequacies.

The framework provides materially inadequate protection across the remaining five criteria. On participation and consent, the notification-and-objection model under sections 54 and 55 of the PEDPA falls significantly short of the genuine consultation standard that rights-based theory requires, and the PSA confidentiality regime forecloses informed ongoing participation – a finding confirmed by community members and key informants who consistently reported that petroleum governance decisions affecting their land were made before any meaningful community engagement occurred. On compensation and resettlement, the exclusion of petroleum-enhanced land values, the absence of mandatory livelihood restoration obligations, and the four-year limitation period together create a regime that compensates for land loss in a narrow technical sense while leaving broader livelihood and community harm unaddressed – precisely as documented in the compensation delays and inadequacy reported by displaced households in Buliisa and Kikuube. On benefit-sharing and local content, no enforceable community revenue distribution mechanism exists beyond the limited PFMA royalty allocation to local governments, and the National Content Regulations operate at the national level without community-specific targeting. On institutional accountability, the community-facing dimensions of regulatory oversight are attenuated, and the PSA dispute resolution mechanism is entirely inaccessible to communities. The overall assessment is that the framework is structurally inadequate as a community protection instrument.

The protection that matters most to host households, compensation for land, is the weakest. Uganda's law satisfies the international standard only on the timing of payment, and even there the deposit procedure allows the rule to be met in form. On the measure of compensation, the law values rural buildings at depreciated cost, relies on district rates that are often out of date, attaches no consequence to delay and compensates assets rather than livelihoods. The courts have not yet considered whether compensation measured in this way is "adequate" under Article 26.

5.2.3 Objective Three: Legal, Institutional, and Contractual Gaps

The third objective was to identify the legal, institutional, and contractual gaps in the protection of host communities. The study identified a comprehensive set of gaps across all dimensions of the framework. At the constitutional level, the absence of an expressly entrenched community participation right in petroleum decision-making leaves the public trust framework of Article 244 without a corresponding enforceable mechanism for community engagement. At the statutory level, PEDPA's consultation framework is passive and sequentially deficient; compensation law excludes petroleum-related enhancement and contains no livelihood restoration requirement; the limitation period is unsuitable for deferred harm; the benefit-sharing mechanism is indirect and insufficiently community-specific; and the regulatory framework is fragmented across multiple statutes without a unifying community protection instrument.

At the contractual level, the Model PSA 2012's confidentiality regime prevents communities from accessing the terms that govern petroleum activities in their areas; Article 23's environmental and compensation obligations are framed in open-ended discretionary language without binding standards or community-accessible remedies; and the London-seated UNCITRAL arbitration clause structurally excludes communities from the PSA's dispute resolution mechanism. At the institutional level, neither the PAU nor NEMA possesses an adequately resourced community-protection monitoring mandate, parliamentary oversight is constrained by PSA confidentiality, and there is no independent complaints authority for petroleum-sector community grievances. These gaps are systemic rather than incidental, reflecting a design orientation toward investment facilitation rather than community protection.

The pending reforms do not close these gaps. The Valuation Bill, 2024 regulates valuers and limits the life of a valuation to two years, but leaves the basis of compensation unchanged. The national resettlement policy and the oil-sector resettlement framework contain the principles of replacement cost and livelihood restoration, but neither is law, and the proposals for a new Land Acquisition Act have been directed at speeding acquisition rather than at protecting those displaced.

The third objective also required the study to account for the documented and empirically observed experiences of host communities in Bunyoro, against which the gaps identified above were tested. The study drew on secondary sources from Human Rights Watch, the Haki Defenders Foundation, academic peer-reviewed research, the Natural Resource Governance Institute, and parliamentary and civil society sources, supplemented by primary data from key informant interviews and focus group discussions conducted in Buliisa, Hoima, and Kikuube in May 2026. The combined evidence establishes the following: compensation delays of three to five years between land valuation and payment; inadequate compensation that did not restore pre-displacement living standards; livelihood disruption including restrictions on land use during the delay period, loss of food security, and loss of access to natural resources; compensation negotiations conducted without independent legal representation for affected communities; and persistent conflicts over revenue-sharing eligibility reflecting the PFMA mechanism's inadequacy.

These documented experiences confirm the analytical conclusions drawn from the doctrinal analysis. They demonstrate that the formal existence of legal provisions governing compensation, consultation, environmental management, and benefit-sharing does not guarantee their effective operation in favour of host communities. The structural disadvantages of remote rural communities – limited access to legal advice, information, and judicial processes; asymmetric power relationships with IOCs and the State; and geographic isolation – mean that formal legal rights translate into enforceable protections only where institutional design actively compensates for these disadvantages. Uganda's current framework does not systematically do so.

5.2.4 Objective Four: Reform of the Framework

The fourth objective was to propose legal and policy reforms for strengthening host-community protection. The study concludes that no single instrument is at fault. The shortfall is produced by the interaction of discretionary statutory standards, a confidential contractual layer and institutions without a community-protection mandate, so reform must operate across the legislative, contractual, institutional and judicial levels together. The ten recommendations in section 5.3 are designed on that basis. Table 5.1 links each to the finding from which it arises and to the form of response it requires.

5.3 Recommendations

The following ten recommendations are structured around the specific gaps identified in the study. They are grouped below under the stakeholder principally responsible for acting on them – Government and Parliament; the Ministry of Energy and Mineral Development and the International Oil Companies; regulatory institutions; civil society, legal aid institutions, and affected communities; and the judiciary – so that each actor identified in Chapter Four as bearing responsibility for the framework's adequate operation can readily identify what is asked of it. Within each group, recommendations are ordered from the most foundational to the most specific, and are designed to work as a coherent package rather than isolated interventions. Each recommendation identifies the specific gap it addresses and the mechanism through which it is proposed.

Table 5.1 sets out, for each recommendation, the finding to which it responds and whether implementation requires legislation, contractual change, institutional action or judicial development. Several require more than one.

Table 5.1 Recommendations, Supporting Findings and Type of Response

Recommendation	Supporting finding (section)	Type of response
5.3.1(a) Purposive constitutional interpretation and targeted consultation reform	No entrenched participation right; passive consultation under PEDPA ss 54–55 (§§3.4, 4.2.1, 4.2.2)	Judicial; Legislative
5.3.1(b) Strengthening existing law rather than a new Act	Fragmentation of community protection across statutes (§4.2.6)	Legislative
5.3.1(c) PEDPA compensation: petroleum-enhanced value and livelihood restoration	Exclusion of enhanced value; no livelihood restoration; four-year limitation (§§3.5, 4.2.3, 4.2.4)	Legislative
5.3.1(d) PFMA reform: direct community allocations	No enforceable community share; district-level capture (§§3.7, 4.2.5)	Legislative
5.3.1(e) Mandatory disclosure of PSA terms	Art 33 confidentiality; discretionary s 151 (§§2.7.5, 4.3.1, 4.4.3)	Legislative; Contractual
5.3.2 Revision of the Model PSA to include binding community obligations	Open-ended Art 23 standards; community exclusion from Art 24 (§§4.3.2, 4.3.3)	Contractual
5.3.3(a) Community complaints jurisdiction for the IGG	No accessible complaints mechanism (§§3.8, 4.4)	Institutional (with enabling legislation)
5.3.3(b) Ring-fenced NEMA petroleum oversight	Enforcement capacity gap (§4.4.2)	Institutional; Budgetary
5.3.4 Mandatory legal aid in compensation disputes	Unrepresented negotiation; access to justice (§§4.2.4, 4.5.3)	Legislative; Institutional

5.3.5 Judicial development of community protection jurisprudence	Prior compensation (Irumba); standing and remedies (§§2.2.2, 4.2.1, 4.5.3)	Judicial
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5.3.1 Recommendations to Government and Parliament

(a) Purposive Constitutional Interpretation and Targeted Statutory Consultation Reform

The study identified the absence of an expressly entrenched community participation right as a constitutional gap. Before any formal constitutional amendment is considered, Parliament and the judiciary should first exhaust the interpretive possibilities of the existing constitutional text. The Constitution, including Article 244, the National Objectives and Directive Principles, Article 8A, and Article 39, already contains sufficient normative material from which a duty to consult host communities before petroleum licensing decisions can be constructed through generous and purposive constitutional interpretation. Superior courts in many jurisdictions have consistently held that constitutions are living instruments not requiring amendment every time a new challenge arises, and that the existing provisions should be applied purposively to changing circumstances. Ugandan courts should be invited, through public interest litigation, to interpret Article 244's public trust obligations as carrying an implied duty to consult communities before licences are granted. This interpretive development would cost nothing and would not require legislative action.

In parallel, Parliament should amend section 52 of PEDPA to require the Minister, before announcing areas open for petroleum exploration bidding, to undertake a structured consultation process with local governments, communities, and cultural institutions in the proposed areas. This consultation must occur before the Cabinet approval stage, so that community input can genuinely influence block designation decisions. The thirty-day objection window in section 54, currently applicable only to direct applications, should be extended to all licensing rounds. This statutory reform is more targeted, more immediately achievable, and less constitutionally disruptive than a full constitutional amendment, while directly addressing the sequencing deficiency that is the most consequential participation gap in the current framework.

(b) Strengthening Existing Law Rather Than a New Standalone Act

The study identified fragmentation of community protection obligations across multiple statutes as a structural gap. The preferred remedy for this fragmentation is not the creation of a new standalone Petroleum Communities Protection Act – which risks duplicating existing legislative provisions and adding institutional complexity – but rather the systematic strengthening and coordination of the laws that already exist. Specifically, Parliament should enact targeted amendments to PEDPA, the Land Act, the National Environment Act, and the PFMA in a single omnibus petroleum governance reform instrument, with a clear coordination provision designating the PAU as the lead institution for monitoring compliance with community protection obligations across all relevant statutes.

Within PEDPA, the amendments should: establish minimum binding standards for community development agreements between licensees and host communities, to be concluded within two years of licence grant; require licensees to establish and maintain accessible, independent grievance mechanisms for affected community members; and create a community benefit fund financed through a mandatory licensee contribution as a condition of each petroleum production licence. These measures embed community protection obligations within the existing statutory architecture rather than creating parallel legislative structures, and can be delivered through the ordinary parliamentary amendment process rather than the more demanding route of a standalone Act.

(c) Amendment of PEDPA and the Land Act to Provide for Full Replacement Cost, Petroleum-Enhanced Value and Mandatory Livelihood Restoration

Sections 138 and 139 of PEDPA should be amended to remove the express exclusion of petroleum-enhanced land values from compensation assessments, so that affected landowners receive compensation that reflects the actual economic value of their land in the context of petroleum development. A new section should be inserted requiring every petroleum production licensee to prepare and implement a Livelihood Restoration Plan as a condition of any land acquisition associated with petroleum activities, with minimum standards to be prescribed by regulation. The Livelihood Restoration Plan should be subject to independent review by NEMA and the PAU jointly, and its implementation should be a reportable obligation in the licensee's annual national content performance report. The four-year limitation period in section 139(3) should be amended to incorporate a discovery rule, so that

time begins to run only when the affected person knew or reasonably ought to have known of the harm. These amendments directly address the most consequential compensation gaps identified through both the doctrinal analysis and the fieldwork evidence.

The same reform should be extended to the Land Act. Section 78 should be amended so that, in compulsory acquisition, all buildings and structures are valued at full replacement cost without deduction for depreciation, and land is valued at the cost of acquiring land of equivalent size, quality and location at the date of payment. PEDPA's definition of "land owner" should be extended, for the purposes of section 139, to include persons who occupy or use land under customary practice, so that tenants, users of common resources and others whose livelihoods depend on the land receive at least resettlement and livelihood assistance. Compensation for family land and matrimonial homes should be paid jointly to the spouses or with their written consent.

(d) Reform of the PFMA Revenue-Sharing Mechanism to Include Direct Community Allocations

Section 75 of the PFMA should be amended to establish a community development allocation as a dedicated sub-component of the local government royalty share, to be distributed directly to sub-county and village councils in defined petroleum-impact zones around active petroleum facilities. The impact zones and eligibility criteria should be prescribed by statutory instrument within one year of first commercial production. A statutory requirement should be imposed on all royalty recipients – district governments and cultural institutions alike – to publish annual expenditure reports showing how their petroleum revenue allocations have been applied. The Bunyoro-Kitara Kingdom's one per cent allocation should be maintained, with the Kingdom required to demonstrate through annual reporting how the allocation benefits the communities within its territorial jurisdiction. These reforms directly address the inadequacy of the current PFMA mechanism as a community benefit instrument, and may usefully draw on the independent-oversight lesson of Ghana's Public Interest and Accountability Committee, discussed in Chapter Four, in designing the reporting requirement.

(e) Mandatory Disclosure of PSA Terms – Exploding the Confidentiality Myth

Section 151 of PEDPA should be amended to convert the Minister's discretionary power to disclose agreement and licence details into a mandatory obligation, subject to narrowly defined genuinely commercial exceptions. As a minimum, every executed PSA must be published in full with respect to all provisions relating to environmental management, community consultation, compensation, social investment, dispute resolution, and benefit-sharing commitments, as well as all approved field development plans.

The argument that PSA disclosure deters investment is not borne out by comparative evidence and should not be accepted as a justification for the current opacity. Numerous resource-producing jurisdictions – including Ghana, Liberia, Guinea, and Tanzania – have published executed petroleum contracts without experiencing discernible adverse effects on investment attraction. The Natural Resource Governance Institute and the Extractive Industries Transparency Initiative have both documented that contract transparency is increasingly a standard expectation of responsible investors, not a deterrent. Uganda has itself acceded to EITI. Continuing to treat full PSA disclosure as commercially dangerous is a position that is analytically indefensible in light of this comparative record, and maintaining it imposes a concrete constitutional cost: it sustains a regime of opacity that is inconsistent with the Article 42 right to access information and that structurally prevents communities from monitoring the commitments their Government has made in their name.

(f) Completing the Valuation Reform

The Valuation Bill, 2024 should be completed, by amendment if it has been enacted or through the National Valuation Standards made under it, in five respects. First, the standards should prescribe full replacement cost, without depreciation, as the basis of value for compulsory acquisition and for petroleum-related compensation. Secondly, the two-year validity rule should be given consequences: a valuation that lapses before payment must be redone at current values, and possession may not be taken on a lapsed valuation. Thirdly, compensation not paid within six months of the valuation should carry interest at a prescribed rate, as a legal entitlement rather than a discretionary company "uplift". Fourthly, every affected person should receive a copy of the valuation of his or her property, with the rates and method used, and be entitled to commission an independent valuation at the acquiring party's cost, with differences referred to the reconciliation mechanism the Bill establishes. Fifthly, the Chief

Government Valuer's functions of approving project valuations and determining disputes should be separated, with disputes under PEDPA going to an independent tribunal or to the courts, and district land boards that fail to review their rate lists annually should be required to apply the most recent rates approved by the Chief Government Valuer for comparable land in the region.

These measures would also be the natural content of the long-promised Land Acquisition Bill. That Bill should replace the 1965 Act with a statute that prescribes the basis of valuation, timelines for payment, livelihood restoration, a cut-off date and census, a grievance mechanism and independent monitoring, consistently with Article 26 as interpreted in *Irumba*, Article 10 of the Kampala Convention and ESS5. It should not revive the proposal to allow possession before payment.

5.3.2 Recommendations to the Ministry of Energy and Mineral Development and the International Oil Companies

Revision of the Model PSA to Include Binding Community Obligations

The Ministry of Energy and Mineral Development should revise the Model PSA 2012 through the process provided in section 6(2) of PEDPA to include the following provisions as non-negotiable standard terms: a mandatory community consultation protocol specifying minimum timelines, methods, and documentation requirements for community engagement before material changes to petroleum operations; a community development agreement clause requiring the licensee and affected communities to conclude a binding community development agreement within two years of licence grant; and a community grievance mechanism clause requiring the licensee to establish and maintain an accessible and independent grievance mechanism for affected community members throughout the licence period. These provisions would embed community protection obligations directly in the contractual relationship between Government and IOCs, ensuring that they travel with the licence regardless of changes in the underlying statutory framework. The IOCs – particularly TotalEnergies EP Uganda and CNOOC Uganda – should support this revision as part of their corporate human rights commitments under the UN Guiding Principles on Business and Human Rights, and should not resist the inclusion of binding community obligations on grounds of commercial inconvenience.

5.3.3 Recommendations to Regulatory Institutions

(a) Strengthening Institutional Accountability Through the IGG Rather Than a New Ombudsman

The study identified the absence of an independent complaints mechanism for community grievances as a significant institutional accountability gap. Rather than creating a new Petroleum Sector Community Ombudsman – which would add to the already considerable number of specialised institutions in Uganda's governance landscape – the preferred approach is to designate the Inspectorate of Government (IGG) as the body with specific jurisdiction over community complaints arising from petroleum sector activities, with a dedicated petroleum affairs desk permanently hosted in the Albertine Graben. The IGG already has constitutional status under Article 225, an established mandate to investigate abuse and mismanagement, and the institutional infrastructure to receive and investigate individual and community complaints. Expanding its mandate by statutory instrument to explicitly cover petroleum-sector community grievances – including inadequate compensation, failure to consult, environmental harm, and breach of community development agreement obligations – is more resource-efficient and institutionally durable than establishing a new body.

The IGG's petroleum affairs desk should be staffed with personnel who have expertise in petroleum law and community rights, should maintain a field presence in Hoima to ensure geographic accessibility to affected communities, and should be required to conduct outreach in local languages. The IGG should be empowered to make binding recommendations to the PAU, NEMA, and licensees, and to refer cases to the relevant courts where necessary.

(b) Ring-Fenced Resourcing for NEMA Petroleum Sector Oversight

Parliament should, through the annual budget process, establish a ring-fenced allocation within NEMA's budget specifically for petroleum sector environmental monitoring and enforcement in the Albertine Graben. This allocation should be funded in part through a dedicated environmental monitoring levy on petroleum licensees, to be prescribed by regulations under the National Environment Act. NEMA should be required to establish a permanent monitoring office in Hoima with technical staffing adequate to conduct continuous environmental compliance monitoring of all active petroleum facilities in Bunyoro, and to publish a quarterly public compliance report. The IOCs should be required as a licence condition to fund annual

independent third-party environmental audits of their operations, the results of which must be submitted to NEMA and made publicly available. These measures address the institutional capacity constraints that undermine the practical effectiveness of NEMA's formally adequate environmental oversight mandate.

5.3.4 Recommendations to Civil Society, Legal Aid Institutions, and Affected Communities

Mandatory Legal Aid for Communities in Petroleum Compensation Disputes

No compensation agreement arising from petroleum-related land acquisition should be enforceable unless the affected person had access to independent legal advice before its conclusion. The Government, through the Uganda Law Reform Commission, should develop a mandatory legal aid programme providing independent legal representation to communities and individuals engaged in petroleum compensation negotiations or disputes with licensees. The programme should be financed jointly from the national legal aid budget and a community legal assistance fund established as a condition of petroleum production licences.

Civil society organisations – including the Centre for Strategic Litigation, ACODE, and the Legal Aid Service Providers Network – should collaborate to establish community paralegal networks in the Bunyoro Region that can provide first-line legal literacy support to affected households. Institutions of learning, particularly Makerere University School of Law, should embed petroleum community rights within clinical legal education programmes and make student legal assistance available to communities in the Albertine Graben as part of organised law school fieldwork. Affected communities and their representative institutions, including the Bunyoro-Kitara Kingdom, should in turn commit to engaging actively with these expanded legal aid and paralegal services once established, consistent with the responsibility to exercise available formal mechanisms identified in Chapter Four. The combination of mandatory legal aid financing, civil society paralegal support, academic clinical programmes, and active community engagement would address the access-to-justice gap at multiple levels without waiting for Government action alone.

5.3.5 Recommendations to the Judiciary

A Role for the Judiciary in Developing Community Protection Jurisprudence

The judiciary has an important and underutilised role in strengthening community protection without requiring legislative intervention. Courts – particularly the High Court in Hoima and the Constitutional Court – should be invited through public interest litigation to develop a body of jurisprudence on: the constitutional requirements for fair and adequate prior compensation under Article 26, building on the Supreme Court's decision in *Irumba* discussed in Chapter Two, and whether the exclusion of petroleum-enhanced value in section 139 of PEDPA satisfies that standard; the right to access information under Article 42 and whether the current PSA confidentiality regime is constitutionally defensible; the scope of the *actio popularis* mechanism under section 3(3)–(4) of the National Environment Act and its application to petroleum pollution claims; and the fiduciary obligations of the State under Article 244 as trustee of petroleum resources, including whether those obligations carry an implied duty to consult affected communities before licensing decisions are made.

Civil society organisations and legal practitioners with experience in public interest litigation should identify and support suitable test cases that can create authoritative precedent on these questions. A single well-argued constitutional petition on the Article 26 and Article 244 questions could shift the legal landscape for community protection in Uganda's petroleum sector without requiring a single line of new legislation.

Two questions should be brought before the courts at the first suitable opportunity. The first is whether a deposit of compensation into court under section 6(5) of the Land Acquisition Act is "payment" before possession within the meaning of Article 26(2)(b)(i), where the affected person disputes the amount and cannot use the money. The second is whether compensation that values rural buildings at depreciated cost, or crops at rates fixed years before payment, is "adequate" compensation. The courts should approach both questions purposively, as the Supreme Court did in *Irumba*, asking whether the affected household is in fact placed in a position to replace what it has lost. Where applications to deposit compensation and take possession are made, the courts should allow affected households reasonable time to obtain representation and to challenge the valuation.

5.4 Areas for Further Research

This study has examined Uganda's production sharing legal framework through a mixed-methods design integrating doctrinal analysis with empirical fieldwork. The fieldwork conducted in Buliisa, Hoima, and Kikuube in May 2026, while providing valuable primary evidence, was necessarily limited in scale and did not extend to Nwoya district or to a statistical sample representative of the entire affected population. The following four areas merit dedicated further investigation to build on and extend the findings of this study.

5.4.1 Extended Empirical Assessment of Community Experiences and Legal Literacy Across All Affected Districts

A complementary empirical study deploying qualitative and quantitative research methods across all four affected districts – Buliisa, Hoima, Kikuube, and Nwoya – would provide a more comprehensive evidence base for assessing how legal provisions are experienced, understood, and navigated by affected communities. Such research would illuminate differential impacts on women, youth, and marginalised sub-groups; the role of customary authority structures in mediating community responses to petroleum governance; variations in community legal literacy and access to information across districts; and the extent to which the legal gaps identified in this study produce consistent or variable outcomes in different community contexts. The findings would enrich and refine the conclusions of this study with a broader and more representative empirical foundation.

5.4.2 Comparative Analysis of Community Protection Frameworks in East African Petroleum Jurisdictions

This study's comparative discussion in Chapter Four was deliberately confined to a short assessment of Ghana and Nigeria. A fuller systematic comparative analysis of community protection frameworks in Tanzania, Kenya, and South Sudan – all of which have developed petroleum governance regimes in the same period as Uganda and within comparable regional, developmental, and institutional contexts – would provide a rigorous basis for assessing which elements of Uganda's framework are regionally typical and which represent outliers. Comparative analysis would identify legislative models and contractual innovations adopted in neighbouring jurisdictions that might offer transferable solutions to the gaps identified in this study, and would situate Uganda's framework within the broader trajectory of East African petroleum governance reform. Such comparison would be particularly valuable on the specific

questions of mandatory consultation standards, community development agreement requirements, and benefit-sharing architecture.

5.4.3 Legal Analysis of the Bunyoro-Kitara Kingdom's Constitutional Status and Resource Rights Claims

The Bunyoro-Kitara Kingdom's claim to a significant share of petroleum royalties on the basis of its constitutional status under Article 246 and its custodianship of customary lands in the Albertine Graben raises unresolved questions of constitutional law about the relationship between customary land trusteeship and the State's public trust over petroleum resources under Article 244, and the extent to which cultural institutions have legally cognisable interests in petroleum revenues that can be asserted through constitutional or statutory mechanisms. A dedicated legal analysis of these questions would contribute to the resolution of the political and legal conflicts over revenue sharing that this study identified as a predictable consequence of the current framework's inadequacy, and would inform the design of a more durable and constitutionally grounded benefit-sharing architecture.

5.4.4 Post-Production Legal Assessment: Revenue Management, Environmental Remediation, and Decommissioning

This study was conducted in the pre-production phase of Uganda's petroleum sector. Once commercial production commences, a range of legal questions will assume practical urgency: whether the PFMA's royalty-sharing mechanism operates as designed and reaches intended beneficiaries at the community level; whether decommissioning obligations under PEDPA are sufficient to ensure environmental restoration; whether the strict liability regime in the NEA is invoked in practice and produces adequate remedies for affected communities; and whether the benefit-sharing architecture generates the development outcomes that the National Oil and Gas Policy envisions. A post-production longitudinal legal study, building on the doctrinal and empirical foundations established in this research, would provide the basis for evidence-based assessment and refinement of Uganda's petroleum governance framework over the coming decade.

5.5 Closing Reflection

Uganda stands at a pivotal moment in its petroleum governance trajectory. Commercial production is imminent, and the legal framework that will govern the distribution of benefits and burdens from oil development is now substantially in place. The findings of this study demonstrate that the framework, as currently constituted, is not adequate to fulfil the constitutional promise of Article 244 – that petroleum resources are held by the Government on behalf of and for the benefit of all Ugandans, including the communities of the Bunyoro Region who bear the most immediate costs of extraction.

The inadequacies identified are not a verdict on the intentions of the legislators, regulators, and negotiators who constructed the framework. They are a diagnosis of structural features that reflect the inherent tensions between investment facilitation and community protection in resource governance, and the institutional and political economy pressures that tend to privilege the former over the latter in developing-country contexts. Uganda is not, in this sense, unique. What is characteristic of Uganda's situation is the opportunity that still exists to act before the sector's institutional interests fully consolidate, and before the communities of Bunyoro have experienced another decade of inadequately compensated displacement, unaddressed environmental harm, and exclusion from the benefits of resources that lie beneath their land.

The Public Trust Doctrine and rights-based theory provide a normative framework for resolving the tensions between investment facilitation and community protection in favour of communities, and the reform recommendations advanced in this chapter provide a concrete legal roadmap for doing so. The recommendations are calibrated to Uganda's institutional realities: they favour strengthening existing institutions over creating new ones, improving existing law over passing new legislation, and engaging all relevant stakeholders – the Government, Parliament, the judiciary, IOCs, civil society, cultural institutions, and communities themselves – over placing the entire burden of reform on any single actor. The pre-production moment presents a unique and time-limited opportunity. It is the argument of this study that Uganda should use this window to build the legal foundations for a petroleum sector that is not merely commercially successful but constitutionally faithful – one in which the communities of Bunyoro can genuinely be said to benefit from the resources that lie

beneath their land, and in which the State can be held to account for its constitutional obligation to hold those resources in trust for all Ugandans.

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Focus Group Discussion, Youth Group (FGD-KIK-Y1), Kikuube District, May 2026 (notes on file with researcher)

APPENDICES

APPENDIX I: KEY INFORMANT INTERVIEW GUIDE

MAKERERE UNIVERSITY

SCHOOL OF LAW

Oil Production Sharing Agreements and Host-Community Protection in the Bunyoro Region, Uganda

Target Respondents: Legal experts, Government officials, Petroleum Authority of Uganda (PAU) officers, NEMA officials, Parliamentary staff, and Senior Civil Society practitioners

Data Collection Method: Semi-structured, face-to-face or virtual interview

Estimated Duration: 60 – 90 minutes

Principal Researcher: Simon Kasangaki

Academic Institution: Makerere University – School of Law

ETHICAL PREAMBLE AND INFORMED CONSENT

My name is Simon Kasangaki, a postgraduate student at the Makerere University School of Law conducting research towards a Master of Laws degree. This study examines the adequacy of Uganda's legal framework governing oil Production Sharing Agreements (PSAs) in protecting the interests of host communities in the Bunyoro Region.

Your participation in this interview is entirely voluntary. You may decline to answer any question and may withdraw at any time without consequence. No personal identifying information will be published without your explicit consent. All data will be stored securely, used only for academic purposes, and handled in accordance with Makerere University's Research Ethics Guidelines.

There are no known risks associated with participation. The study may benefit host communities by informing legal and policy reforms that strengthen community protection in Uganda's petroleum sector.

Do you consent to participate? ☐ Yes ☐ No

Do you consent to audio recording (where applicable)? ☐ Yes ☐ No

SECTION A: RESPONDENT BACKGROUND

(Researcher note: Record details – do not read aloud. Use pseudonym codes in transcripts.)

Respondent Code (KI – _____):

Organisation / Institution:

Role / Position:

Years in this role / sector:

Date and Location of Interview:

SECTION B: THE CONSTITUTIONAL AND STATUTORY FRAMEWORK

This section explores expert perspectives on the legal architecture governing oil production sharing and community protection.

1. In your professional assessment, does Uganda's constitutional framework – particularly Article 244 – provide an adequate basis for protecting the interests of host communities in petroleum-producing areas?

↳ *What specific constitutional gaps, if any, do you identify?*

↳ *Do you consider the public trust framework operationally effective for community benefit?*

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2. How would you describe the relationship between PEDPA and the Land Act in governing the rights of communities affected by petroleum activities? Do these laws complement each other, or do you identify contradictions and gaps?

↳ *Are there provisions in PEDPA that you consider particularly inadequate for community protection?*

↳ *How are disputes between petroleum legislation and land law typically resolved in practice?*

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3. Section 54 of PEDPA requires the Minister to invite objections from affected parties before granting direct licence applications. In your view, does this satisfy a genuine community consultation standard?

↳ *What does meaningful consultation require that the current framework does not provide?*

↳ *In your experience, have objection processes actually influenced any licensing decision?*

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4. The Model PSA 2012 places environmental and compensation obligations on licensees (Article 23) but frames them in discretionary language – "adequate," "necessary," "best available." In your view, are these obligations enforceable, and by whom?

↳ *What enforcement actions have been taken under these provisions, if any?*

↳ *What standard would you recommend to replace the current open-ended formulations?*

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SECTION C: COMMUNITY PARTICIPATION AND CONSENT

5. Does Uganda's petroleum governance framework, as you understand it, create any enforceable right for host communities to participate in decisions concerning the exploitation of petroleum resources in their areas?

↳ *Is there a gap between what the law says and what happens in practice?*

↳ *In your view, should Uganda adopt a Free, Prior and Informed Consent (FPIC) standard? What would implementation require?*

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6. Article 33 of the Model PSA establishes a broad confidentiality regime covering all information connected with petroleum agreements. How does this affect the ability of communities and civil society to scrutinise and hold parties accountable?

↳ *Is the Access to Information Act an adequate counterbalance to PSA confidentiality?*

↳ *What specific PSA provisions do you believe should be subject to mandatory public disclosure?*

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SECTION D: COMPENSATION, RESETTLEMENT, AND LIVELIHOOD

7. Section 139 of PEDPA excludes "enhanced value due to the presence of petroleum" from compensation assessments for land. Do you consider this exclusion legally and ethically justifiable?

↳ *What are the practical consequences of this exclusion for communities in Bunyoro?*

↳ *How should a reformed compensation regime approach valuation?*

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8. PEDPA contains no explicit obligation requiring petroleum licensees to prepare or implement livelihood restoration plans. In documented cases from Tilenga and EACOP, livelihood disruption has been identified as a major impact. What legislative reform would you recommend to address this gap?

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9. Section 139(3) of PEDPA sets a four-year limitation period for compensation claims. Is this period appropriate given the nature of petroleum-related harm, which can be gradual, deferred, or cumulative?

↳ *Would you recommend the introduction of a discovery rule? What challenges would this create?*

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SECTION E: BENEFIT-SHARING AND LOCAL CONTENT

10. Section 75 of the Public Finance Management Act, Cap 171 allocates six per cent of petroleum royalties to local governments and one per cent to cultural institutions. In your assessment, does this mechanism constitute adequate benefit-sharing for host communities?

↳ *Does the allocation reach communities at the sub-county and village level in any meaningful way?*

↳ *What alternative benefit-sharing models would you recommend?*

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11. The National Content Regulations 2016 prioritise employment and procurement for Ugandan citizens and companies. In practice, do communities in the Bunyoro Region benefit from these obligations? What constraints exist on community-level participation?

↳ *Are there reporting mechanisms that allow communities to monitor national content compliance?*

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SECTION F: INSTITUTIONAL ACCOUNTABILITY

12. How would you assess the capacity and mandate of the Petroleum Authority of Uganda to monitor and enforce obligations relevant to community protection – particularly on compensation, consultation, and environmental management?

↳ *Is there a regulatory capture or conflict of interest concern in the PAU's oversight function?*

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13. Is parliamentary oversight of PSAs and petroleum operations sufficient to protect community interests? What specific constraints does PSA confidentiality place on legislative scrutiny?

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14. In your view, is there a need for an independent complaints mechanism with specific jurisdiction over petroleum sector community grievances? What mandate and powers should such a body have?

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SECTION G: REFORM AND CLOSING REFLECTIONS

15. Drawing on your professional experience, what do you consider the three most urgent legal reforms needed to improve host-community protection in Uganda's petroleum sector?

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16. Are there examples from other jurisdictions – in East Africa or elsewhere – that Uganda should consider as models for its community protection framework?

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17. Is there anything further you would like to add about Uganda's petroleum governance framework and its treatment of host-community interests?

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End of Interview. Thank you for your time and contribution.

APPENDIX II: FOCUS GROUP DISCUSSION GUIDE

MAKERERE UNIVERSITY

SCHOOL OF LAW

Oil Production Sharing Agreements and Host-Community Protection in the Bunyoro Region, Uganda

Target Respondents: Host community members in the Bunyoro Region (Buliisa, Hoima, and Kikuube districts) including landowners, displaced persons, women's groups, youth, and traditional/cultural leaders

Data Collection Method: Facilitated focus group discussion (6 – 12 participants per group)

Estimated Duration: 90 – 120 minutes

Principal Researcher: Simon Kasangaki

Academic Institution: Makerere University – School of Law

ETHICAL PREAMBLE AND INFORMED CONSENT

My name is Simon Kasangaki, a postgraduate student at the Makerere University School of Law conducting research towards a Master of Laws degree. This study examines the adequacy of Uganda's legal framework governing oil Production Sharing Agreements (PSAs) in protecting the interests of host communities in the Bunyoro Region.

Your participation in this focus group discussion is entirely voluntary. You may decline to answer any question and may withdraw at any time without consequence. No personal identifying information will be published without your explicit consent. All data will be stored securely, used only for academic purposes, and handled in accordance with Makerere University's Research Ethics Guidelines.

There are no known risks associated with participation. The study may benefit host communities by informing legal and policy reforms that strengthen community protection in Uganda's petroleum sector.

Do you consent to participate? ☐ Yes ☐ No

Do you consent to audio recording (where applicable)? ☐ Yes ☐ No

FACILITATION NOTES

Group Composition: Each FGD should be organised around a homogeneous subgroup – for example, a separate FGD for women, one for displaced persons, one for youth, and one for traditional or cultural leaders – to allow participants to speak freely within their peer context.

Language: Discussions should be conducted in the language most comfortable to participants (Runyoro, Luganda, or English). A trained interpreter should be present where needed.

Recording: With consent, discussions will be audio-recorded. A note-taker should also document key themes, non-verbal responses, and group dynamics.

Ground Rules (read aloud at start): All views are valid and welcome. There are no right or wrong answers. Speak one at a time. Respect each other's experiences. What is shared here is confidential – no names will be used in the research report.

SECTION A: PARTICIPANT BACKGROUND (Anonymous)

(Facilitator: Collect the following on a brief show-of-hands or written slip – do not read aloud individually.)

FGD Code (FGD – _____):

District: **Sub-county:**

Date: **Number of Participants:**

Gender composition: Male Female Other

How long have you lived in this area? Less than 5 years ☐ 5 – 15 years ☐ More than 15 years ☐

Has your land or livelihood been directly affected by oil activities? Yes ☐ No ☐

SECTION B: AWARENESS AND UNDERSTANDING OF LEGAL RIGHTS

These questions explore what community members know about their rights in relation to petroleum activities in their area.

1. Before oil activities began in your area, were you or your community informed about what would happen – for example, about which land would be used, when activities would start, and what rights you had?

↳ *Who gave you this information, and when?*

↳ *Did you feel you had enough time and information to ask questions or raise concerns before things happened?*

↳ *Was the information shared in a language you could understand?*

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2. Were you or your community asked for your views or agreement before oil activities began on or near your land?

↳ *What did "consultation" look like in practice – meetings, letters, individual visits?*

↳ *Did you feel your views were genuinely listened to and considered?*

↳ *Was there anyone who helped you understand what was being proposed – a lawyer, a local leader, or an NGO?*

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3. Do you know what a Production Sharing Agreement is – the contract between the government and the oil company? Have you ever seen or read any part of such an agreement?

↳ *Do you feel the community has a right to know what is in these agreements?*

↳ *If you had access to these agreements, what would you most want to know?*

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SECTION C: LAND, COMPENSATION, AND RESETTLEMENT

4. For those whose land was affected: can you describe what happened when the oil company or government said they needed your land? How were you told, and what were you offered?

↳ *Did you feel the compensation amount was fair for what you lost?*

↳ *How long did it take from when your land was valued to when you actually received payment?*

↳ *Were you able to challenge or negotiate the compensation amount? What happened when you tried?*

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5. After being compensated and leaving your land, what happened to your farming, fishing, or other sources of income? Were you helped to rebuild these livelihoods?

↳ *Did the oil company or government offer any programme to help you find new ways to earn a living?*

↳ *Are you better off, the same, or worse off than before the oil activities?*

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6. Were any community members forced to leave land before receiving full compensation?
What happened in those cases?

↳ *Did anyone go to court or complain to a government office? What was the outcome?*

↳ *Were community members able to access a lawyer or legal help during this process?*

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SECTION D: ENVIRONMENTAL IMPACTS AND COMMUNITY WELLBEING

7. What changes have you noticed in your natural environment – water sources, forests, farmland, fishing grounds, air – since oil activities began?

↳ *Have these changes made your daily life harder? In what ways?*

↳ *Have there been any accidents, spills, or pollution incidents? How were these handled?*

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8. When environmental problems related to oil activities occur, where do you go to report them or ask for help? How effective has this been?

↳ *Is there a complaints or grievance process that the oil company has set up in your community?*

↳ *Do you trust this process to be fair and effective?*

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SECTION E: BENEFIT-SHARING AND COMMUNITY DEVELOPMENT

9. Do you feel that your community is receiving a fair share of the benefits from oil found in your area – through jobs, services, infrastructure, or money paid to local government?

↳ *Are community members employed in the oil project? In what kinds of roles?*

↳ *Have any community development projects been funded by oil revenues or by the oil company in your area?*

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10. Do you know whether your district or sub-county receives any money from the Government because of oil activities in your area?

↳ *If yes, have you seen this money used for development projects that benefit you? Which ones?*

↳ *Do you think the share of oil revenues that reaches your community is fair? What share would be fair?*

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SECTION F: TRUST, ACCOUNTABILITY, AND ASPIRATIONS

11. How much do you trust: (a) the oil company to be honest and fair with your community; (b) the Petroleum Authority of Uganda to protect your community's interests; (c) the local government to use oil revenues for community benefit?

↳ *What specific experiences have shaped your level of trust or distrust?*

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12. If you could change one thing about how the law protects your community in relation to oil activities, what would it be?

↳ Is there a community in Uganda, or another country, where you think things are done better?

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13. Is there anything else you would like to share about your community's experience with oil development that we have not covered?

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End of Focus Group Discussion. Thank you for your openness and your time. Your experiences are important to this research and will be used to inform legal reforms that may benefit communities like yours.

APPENDIX III: STRUCTURED QUESTIONNAIRE FOR CSO/NGO PRACTITIONERS

MAKERERE UNIVERSITY

SCHOOL OF LAW

Oil Production Sharing Agreements and Host-Community Protection in the Bunyoro Region, Uganda

Target Respondents: Civil Society Organisations (CSOs), Non-Governmental Organisations (NGOs), and development practitioners working on petroleum governance, land rights, environmental justice, or community development in the Bunyoro Region

Data Collection Method: Self-administered questionnaire (paper or electronic)

Estimated Duration: 30 – 45 minutes

Principal Researcher: Simon Kasangaki

Academic Institution: Makerere University – School of Law

ETHICAL PREAMBLE AND INFORMED CONSENT

My name is Simon Kasangaki, a postgraduate student at the Makerere University School of Law conducting research towards a Master of Laws degree. This study examines the adequacy of Uganda's legal framework governing oil Production Sharing Agreements (PSAs) in protecting the interests of host communities in the Bunyoro Region.

Your participation in this questionnaire is entirely voluntary. You may decline to answer any question and may withdraw at any time without consequence. No personal identifying information will be published without your explicit consent. All data will be stored securely, used only for academic purposes, and handled in accordance with Makerere University's Research Ethics Guidelines.

There are no known risks associated with participation. The study may benefit host communities by informing legal and policy reforms that strengthen community protection in Uganda's petroleum sector.

Do you consent to participate? ☐ Yes ☐ No

INSTRUCTIONS TO RESPONDENTS

Please answer all questions as fully as possible. Where questions ask you to rate statements, use the scale provided. Where questions are open-ended, write your response in the space provided. Your responses will be anonymised. Please do not write your name anywhere on this questionnaire.

SECTION A: RESPONDENT AND ORGANISATION PROFILE

(All responses in this section are anonymous. Aggregate information will be used for descriptive analysis only.)

1. Type of organisation:

- ☐ National NGO
- ☐ International NGO
- ☐ Community-Based Organisation (CBO)
- ☐ Research or Academic Institution
- ☐ Legal Aid Organisation
- ☐ Environmental Organisation
- ☐ Other (please specify):

2. Primary focus area of your organisation (tick all that apply):

- ☐ Land rights and tenure security

- ☐ Environmental protection and natural resources
- ☐ Petroleum / extractive industry governance
- ☐ Community development and livelihoods
- ☐ Human rights and legal aid
- ☐ Transparency and accountability
- ☐ Gender and women's rights
- ☐ Other:

3. How long has your organisation worked in the petroleum governance / Bunyoro Region context?

- ☐ Less than 2 years
- ☐ 2 – 5 years
- ☐ 6 – 10 years
- ☐ More than 10 years

4. Does your organisation directly engage with communities affected by the Tilenga, Kingfisher, or EACOP projects?

- ☐ Yes ☐ No ☐ Indirectly (through partners)

SECTION B: ASSESSMENT OF THE LEGAL AND REGULATORY FRAMEWORK

Please rate each statement on the scale below:

1 = Strongly Disagree 2 = Disagree 3 = Neutral 4 = Agree 5 = Strongly Agree

B1. Constitutional and Statutory Framework

Statement	Strongly Disagree (1)	Disagree (2)	Neutral (3)	Agree (4)	Strongly Agree (5)
Uganda's Constitution (Article 244) provides an adequate foundation for	☐	☐	☐	☐	☐

Statement	Strongly Disagree (1)	Disagree (2)	Neutral (3)	Agree (4)	Strongly Agree (5)
protecting host communities in petroleum-producing areas.					
PEDPA establishes effective community consultation obligations before petroleum licences are granted.	☐	☐	☐	☐	☐
Section 139 of PEDPA provides fair and adequate compensation for communities whose land is affected by petroleum activities.	☐	☐	☐	☐	☐
The four-year limitation period for compensation claims (Section 139(3) PEDPA) is appropriate given the nature of petroleum-related harm.	☐	☐	☐	☐	☐
The PFMA royalty-sharing mechanism (6per cent to local governments; 1per cent to cultural institutions) constitutes adequate benefit-sharing for host communities.	☐	☐	☐	☐	☐

B2. Production Sharing Agreement Framework

Statement	Strongly Disagree (1)	Disagree (2)	Neutral (3)	Agree (4)	Strongly Agree (5)
The confidentiality provisions in the Model PSA 2012 (Article 33) unreasonably restrict community access to information about petroleum agreements.	☐	☐	☐	☐	☐
Article 23 of the Model PSA establishes sufficiently binding environmental and compensation obligations to protect affected communities.	☐	☐	☐	☐	☐
The London-based UNCITRAL arbitration mechanism in Article 24 of the Model PSA is accessible and effective for resolving community grievances.	☐	☐	☐	☐	☐
The Model PSA should include mandatory community development agreement clauses as a non-negotiable standard term.	☐	☐	☐	☐	☐

B3. Institutional Oversight and Accountability

Statement	Strongly Disagree (1)	Disagree (2)	Neutral (3)	Agree (4)	Strongly Agree (5)
The Petroleum Authority of Uganda (PAU) has adequate capacity to monitor and enforce community protection obligations.	☐	☐	☐	☐	☐
NEMA has adequate capacity and independence to monitor and enforce environmental compliance in the petroleum sector.	☐	☐	☐	☐	☐
Parliamentary oversight of PSAs and petroleum operations effectively protects community interests.	☐	☐	☐	☐	☐
There is a need for an independent community complaints mechanism with specific jurisdiction over petroleum sector grievances.	☐	☐	☐	☐	☐
Communities have adequate access to legal aid and representation in petroleum compensation disputes.	☐	☐	☐	☐	☐

SECTION C: DOCUMENTED COMMUNITY EXPERIENCES

5. Based on your organisation's work, which of the following community-level problems have you directly observed or documented in the Bunyoro Region? (Tick all that apply)

- ☐ Delayed payment of compensation after land valuation
- ☐ Inadequate compensation that failed to reflect actual loss
- ☐ Absence of livelihood restoration support after displacement
- ☐ Lack of meaningful consultation before petroleum activities commenced
- ☐ Environmental damage – water, land, air, or biodiversity
- ☐ Restricted access to fishing grounds, farmland, or forests
- ☐ Forced eviction or pressure to accept compensation without genuine agreement
- ☐ Lack of access to legal advice or representation in disputes
- ☐ Non-transparency regarding PSA terms and community obligations
- ☐ Failure of national content obligations to benefit local community members
- ☐ Disputes over royalty eligibility or distribution

☐ Gender-specific harms – women disproportionately affected by displacement

☐ Other (describe):

6. In your experience, how effective are the following mechanisms for addressing community grievances related to petroleum activities?

Rate each: 1 = *Very Ineffective* 2 = *Ineffective* 3 = *Somewhat Effective* 4 = *Effective* 5 = *Very Effective*

Mechanism	Very Ineffective (1)	Ineffective (2)	Somewhat Effective (3)	Effective (4)	Very Effective (5)
Chief Government Valuer (compensation disputes – Section 139(2) PEDPA)	☐	☐	☐	☐	☐
NEMA complaint and enforcement processes	☐	☐	☐	☐	☐
Petroleum Authority of Uganda complaint channels	☐	☐	☐	☐	☐
District / Sub-county local government mediation	☐	☐	☐	☐	☐
Domestic courts (Chief Magistrates' Courts / High Court)	☐	☐	☐	☐	☐
Company-level grievance mechanisms (TotalEnergies / CNOOC)	☐	☐	☐	☐	☐
Civil society advocacy and legal aid	☐	☐	☐	☐	☐

7. Briefly describe the most significant case of host-community harm related to petroleum activities that your organisation has documented or worked on. What legal mechanism was used, and what was the outcome?

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SECTION D: REFORM PRIORITIES

8. In your view, which of the following legal reforms would most significantly improve host-community protection in Uganda's petroleum sector? Please rank your top five from 1 (most important) to 5 (fifth most important).

Rank ____ Purposive constitutional interpretation and statutory consultation reform
(amendment of PEDPA section 52)

Rank ____ Omnibus amendment of existing legislation to consolidate community protection
obligations

Rank ____ Amendment of PEDPA compensation provisions to include petroleum-enhanced
land values and mandatory livelihood restoration

Rank ____ Reform of the PFMA to establish direct community-level royalty allocations

Rank ____ Mandatory public disclosure of all PSA provisions affecting communities

Rank ____ Revision of the Model PSA to include binding community development agreement
clauses

Rank ____ Expansion of the IGG mandate to include a dedicated petroleum affairs desk in the
Albertine Graben

Rank ____ Ring-fenced resourcing for NEMA petroleum sector environmental monitoring

Rank ____ Mandatory legal aid for communities in petroleum compensation negotiations

Rank ____ Development of community protection jurisprudence through public interest litigation

9. Are there any reform measures not listed above that your organisation considers critical?

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10. In your professional view, is Uganda's petroleum governance framework, overall, improving or deteriorating in its treatment of host-community interests? Please explain.

- ☐ Improving significantly
- ☐ Improving somewhat
- ☐ No meaningful change
- ☐ Deteriorating somewhat
- ☐ Deteriorating significantly

Please briefly explain your rating:

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SECTION E: FURTHER COMMENTS

11. Is there any additional information, perspective, or evidence that you believe is important for this research to consider?

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End of Questionnaire. Thank you for completing this instrument. Your insights are a vital contribution to research on community protection in Uganda's petroleum sector. If you would like to receive a summary of the research findings, please provide a contact email to the researcher separately – not on this form.