

RESETTLEMENT POLICY FRAMEWORK

FOR THE

**PNG AGRICULTURE COMMERCIALIZATION
AND DIVERSIFICATION PROJECT**

ESMF Volume 3

**Prepared for the Department of Agriculture and
Livestock**

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TABLE OF CONTENTS

Table of contents	2
A. Introduction	3
B. Definitions.....	3
C. Key Principles and Objectives	3
D. Land in Papua New Guinea	4
E. Legal and regulatory framework.....	5
F. Procedures for Resettlement.....	7
<i>F.1 Consultation</i>	8
<i>F.2 Land Dealings</i>	8
F.2.1 Guidelines for Voluntary Land Donation	8
F.2.2 Guidelines for MoU.....	10
<i>F.3 Physical or Economic Displacement</i>	11
F.3.1 Guidelines for Structures	11
F.3.2 Guidelines for Economic Crops and Trees	11
G. Entitlements.....	12
H. Implementation Arrangements	13
Annex 1 Exit Process for Problem Subprojects.....	15
Annex 2 Land Investigation Report	17
Annex 3 Right-Of-Way Consent Form	25
Annex 4 Clan Land Use Agreement (CLUA)	28
Annex 5 Memorandum of Understanding Template.....	29

A. INTRODUCTION

The Government of Papua New Guinea (GoPNG), through the Department of Agriculture and Livestock (DAL), with financial assistance from the World Bank (WB) plan to implement the PNG Agricultural Commercialisation and Diversification Project (PACD) [the Project]. The Project will contribute to achieving the goals of the Medium-Term Development Plan (MTDP) III:

- (i) enhance production of staple foods to be nutritionally food secure
- (ii) develop a strong commercial agriculture sector including for exports.

The Project will be delivered in eight provinces and the Autonomous Region of Bougainville (ARB). The Project has been categorised as Category B on safeguards impacts.

Component 2 Agriculture feeder roads will include financing the rehabilitation and upgrade of agricultural feeder roads to improve access to markets for farmers.

Component 3 Productive Partnerships aims to improve market linkages and increase productivity along the value chains through supporting producer organisations (POs) and micro and small medium enterprises (MSMEs). This may include financing (or part-financing) small-scale processing and storage facilities through matching grants.

At the time of project appraisal, the design and/or precise siting of PACD sub-projects/activities was yet to be determined. Therefore, this Resettlement Policy Framework (RPF) has been prepared to give guidance the siting of infrastructure and assets on customary and government land and the management of associated impacts on economic assets, structures and livelihoods.

Land required for project purposes will occur through either voluntary consent and/or land use agreement. This RPF guides the process where landowners wish to provide access, change of land use, or donate land for subproject purposes that are of **direct benefit** to them and their community. It also outlines the procedures for other scenarios involving government or private land or assets.

B. DEFINITIONS

Involuntary resettlement

Involuntary resettlement refers to both economic and physical displacement. Project-related land acquisition or restrictions on land use may cause physical displacement (relocation, loss of residential land or loss of shelter), economic displacement (loss of land, assets or access to assets, leading to loss of incomes sources or other means of livelihood, or both (ESS5, p1).

Land acquisition

Land acquisition refers to all methods of obtaining land for project purposes. This may involve outright purchase expropriation of property and acquisition of access rights (easements, right of way), acquisition of unoccupied land or unutilised land, repossession of public land that is used or occupied by individuals or households, project impacts that results in land being rendered unusable or inaccessible (ESS5, p1).

C. KEY PRINCIPLES AND OBJECTIVES

Key principles include:

- Participation in Project activities will be voluntary. The Project will not finance sub-projects which do not have support from the community;
- Full consultation with landowners and any claimants will occur well in advance;
- Decisions on land and donations will be made with informed consent, free of coercion and will not unduly affect the donor;
- Living standards and livelihoods will not be adversely affected;
- Any agreement will be confirmed through written record and verified by an independent third party; and
- Participating individuals and communities should be made aware of how to access the grievance redress mechanism.

The objectives of this framework is to:

- Avoid involuntary resettlement and forced eviction;
- Avoid and or mitigate adverse impacts on livelihoods associated with impacts on economic assets;
- Avoid and or mitigate impacts associated with physical displacement; and
- Ensure that resettlement avoidance/mitigation activities include appropriate disclosure of information, meaningful consultation and the informed participation of those affected.

These principles and objectives require a process of early identification of stakeholders (and vulnerable persons); frank and effective public disclosure of any known or anticipated impacts, informed consultation and participation (ICP) to avoid or mitigate negative impacts identified; fair, transparent and timely intervention to support affected communities and persons during implementation, resettlement and restoration of livelihoods.

D. LAND IN PAPUA NEW GUINEA

Around 96% of the land area of Papua New Guinea (PNG) is customary land and 80% of the population live in rural areas. Land ownership in PNG combines, in a complex and culturally variable way, principles that are largely absent from modern systems of land ownership. The intimate details of customary land and of many generations of land use are an integral part of the memory of the landowning group.

For the majority of the population in PNG, land is their only significant resource and a very large proportion of the rural population depend on subsistence food production based on this land resource. With a high population growth rate, land is likely to become an increasingly scarce resource for many rural communities.

A number of scenarios related to formal and customary land administration and registration are present and important to consider for the design and safeguard procedures of PACD. Land in PNG can be characterised by:

- The existence of complex systems of customary land tenure
- The existence of complex systems of customary leasehold rights
- The existence of complex systems of usufruct rights¹ and informal agreements

Land ownership is vested in primary groups, such as clans, usually organized according to local kinship principles. These can be formally registered as an Incorporated Land Group (ILG) following social mapping to identify correct landowners to obtain a Customary Land Title (CLT), however the large majority of customary land in the country remains unregistered. Customary land is inherited through the mother or father's line and acts as a 'trust' for future generations. The primary clan will hold landowning rights, however small sub-clans may also have secondary rights.

Land and resource usage rights for individuals is complex and presents implications for land use and agricultural infill during PACD. The scenarios below have potential to generate conflict though the life of the Project if they are not well understood from the outset:

- Customary land may have been 'brought' by a sub-clan member or non-clan members even though the sale of customary land is not legal (i.e. they do not receive legal title to the land).
- Customary land may be utilised through informal agreement / usufruct rights where the landowner gives the right for someone to use the property for a certain period so long as the property is not damaged or altered in anyway.
- Customary landowners may agree to 'rent' out their land through verbal agreement with clan and non-clan members.
- Someone may have natural resource usage rights but not owning rights.

¹ Usufruct rights are those whereby the landowner gives the right for someone to use the property for a certain period so long as the property is not damaged or altered in anyway.

There are legacy land issues in agriculture sector as a result of policy and legislative changes since Independence. Notably the Land Tenure Conversion Scheme² (1963) enabled customary landowners to lease their land for 99 years to plantation owners or the Government for the purpose of agricultural production. The Land Titles Commission administers this scheme (housed in the Attorney General's Office). Since many plantations were abandoned and large areas of land left undeveloped by the Government, there is a strong desire to return this land to customary landowners for their use. In some areas, there are instances of customary landowners, as well as people from other areas, now squatting on this land and establishing smallholder plots informally to raise income.

Land disputes are critical as they impact upon productivity, access, and in turn, may affect cashflow or ability to repay loans. Owing to the complexity of land tenure and customary arrangements, there are numerous reasons why conflicts are instigated and complex in their resolve. These could be inter- and intra-household or clan disputes over ownership or disagreement about the terms of verbal agreements that were made in the years prior for instance. Persons more vulnerable when it comes to land include (but are not restricted to) women, widows / divorcees, those internally displaced by conflict or natural disaster events, settlers and migrants from other areas (tenants), etc. There have also been instances of customary landowners being forcefully evicted from their own customary lands by illegal activities.

E. LEGAL AND REGULATORY FRAMEWORK

For the full legal and regulatory framework of relevant safeguards matters, refer to Section E of the PACD ESMF. This RPF is based on national legislation and the WB's operational standards:

- WB OP 4.12 on Involuntary Resettlement
- WB Environmental and Social Standard 5 (ESS5)
- Constitution of the Independent State of Papua New Guinea
- Land Act (1996)
- Land Disputes Settlement Act (2000)
- Fairness of Transaction Act (1993)
- Land Group Incorporation (Amendment) Act (2009)
- Land Registration (Amendment) Act (2009)
- Physical Planning Act 1989
- Customary Land Registration Act (2009)

Operational Standards

The World Bank's operational policy (OP) 4.12 and ESS5 advocate for the avoidance of physical or economic displaced of people as a result of project activities as it leads to hardship, impoverishment and social change. Communities that rely on subsistence farming and access to resources based on kinship agreements are particularly vulnerable where project developments occur (such as project areas of PACD).

OP 4.12 outlines the following objectives, which have been adopted in the preparation of this document and will govern the project implementation:

- Avoid or minimize involuntary resettlement where feasible;
- Assist affected persons in improving their former living standards, earning capacity and production levels or at least restoring them;
- Encourage affected persons in planning and implementing resettlement; and
- Provide assistance to affected people regardless of the legality of title of land.

Affected persons should be assisted in their efforts to improve, or at least restore, their livelihoods and living standards to pre-displacement levels or levels prevailing prior to project implementation. This is accomplished primarily through: (a) compensation at full replacement cost for losses of assets (for

² Note: this is different to land settlement scheme (LSS) where smallholders were granted 99-year leases for 6 to 6.5 ha blocks of government land for oil palm production in the late 1960s.

example, land, unharvested crops, improvements on the land to be acquired, etc); and (b) provision of other forms of assistance for livelihood restoration or physical relocation, as necessary in accordance with OP 4.12.

Since there is potential for PACD to require the relocation or removal of assets or crops in development areas and utilise customary land, this policy applies.

PNG National Legislation

The National Constitutional (1975) recognises customary land rights and protects citizens from “unjust deprivation of property”.

The *Land Act (1996)* is the fundamental legislation to manage land issues in Papua New Guinea. It sets out the procedures for the State to obtain land through negotiated agreement and compulsory acquisition. Division 10 deals with Urban Development Leases confirmed to be under State or private ownership (with no infringement on customary land ownership).

The *Land Disputes Settlement Act (2000)* outlines procedures related to the resolution of disputes involving customary land. It recognizes as parties to these disputes, customary kinship groups, customary descent groups and customary local groups or communities (s2). It also requires that proceedings take into account relevant customs (s35 (1) (d)). The Act provides for the establishment of a Provincial Land Disputes Committee (who receive requests from LLG Council), as well as Land Courts at the LLG, district and provincial levels. The Committee can appoint land mediators for specified land mediation areas where disputes occur; a mediator may be the Local Land Court Magistrate (LLCM), a Village Magistrate, a Local Councillor or other senior person of good standing with the litigants. The Act promotes a process for resolution of land disputes through (i) a first step of mediation; if mediation fails, it is followed by (ii) appeal to the designated courts. The mediation process is based on the principles of traditional dispute settlement in PNG.

The *Fairness of Transactions Act 1993 (FTA)* applies to all transactions within or outside PNG where at least one party is a PNG citizen, resident or registered in PNG. Under the FTA, a party to a transaction can apply to the court to have a transaction reviewed if they can show that they did not understand the transaction and no genuine effort was made to explain its terms prior to entering the transaction. If the court finds the transaction was not based on a true freedom of choice because of inequality in the bargaining power or relationship between the parties, then the transaction can be reviewed.

The *Land Groups Incorporation Act (2006)* considers the land and ownership and land rights of customary landowners. The Act is seen as an avenue for local communities to establish the basis of their control over land and resources. The effect of the Act is to recognize customary land groups, identify and establish customary social units which control access to major land right. It also facilitates legal standing and voluntary registration of customary land, known as “registered clan land”, and makes that land available for development through the use of Incorporated Land Groups (ILGs).

The *Customary Land Registration Act (2009)* covers the registration processes for land dealings inclining the land titles, leases, and mortgages. The Act also provides for the procedures and proper requirements for the ownership of the land and even the transfer of land titles between the proprietors (owners).

The *Physical Planning Act (1989)* sets forth the controls and powers for planning and regulation of physical development at both national and provincial government levels.

Gap Analysis

The gaps between the PNG laws and OP 4.12 requirements on land acquisition and resettlement have been identified and gap-filling measures developed in Table 1 below.

OP 4.12 maintains the principle of restoration or improvement of livelihoods at replacement cost, rather than current value, recognising not only financial and physical assets, but also the environmental, social, and cultural assets of an individual, irrespective of gender, ethnic or social status, in the resettlement context. It also has a positive focus on sustainable development, with particular regard for the vulnerable.

Table 1 Legal Gap Analysis

PNG Laws	World Bank Safeguard Policies	Gap-Filling Measures
There are no provisions to prepare resettlement plan (RPs) based on meaningful consultations with affected or displace persons, including the poor, the landless, elderly, women, and other vulnerable groups.	OP 4.12 requires that RPs must be prepared based on consultations with affected persons and that poorer and vulnerable people are also consulted and informed of their entitlements and resettlement options.	Land Investigation Report (LIR) will be prepared in consultation with communities and affected persons and disclosed. Translated or summary versions will be available at the provincial, district and local level. Local clan leaders whose members are affected will also receive a copy of the document. RPs will only be prepared for specific scenarios (as above).
There are no provisions to improve or at least restore the livelihoods of affected persons.	It is necessary to improve or at least restore livelihoods of affected persons through a range of strategies. Nobody is to be worse off as a result of the development project.	Where such impacts will be experienced, RPs will include measures for improvement or at least restoration in living standards of affected persons to pre-project levels.
Very limited provisions to provide assistance/compensation to affected persons who lose access to non-land assets (e.g. Valuer General Schedule for valuation).	Requires that affected persons are compensated for all losses, including non-land assets, at full replacement cost.	The project will follow the principle of replacement cost for compensation of affected assets. Valuer-General will provide updated schedule for valuation of project affected assets. Where schedules are more than 12 months old, these rates will be verified and updated.
There is no requirement for the monitoring and assessment of resettlement outcomes.	OP 4.12 requires that resettlement outcomes be monitored and assessed.	RPs will include indicators and baseline data to monitor impacts on living standards of affected persons. The monitoring reports will also be disclosed including to affected persons.

F. PROCEDURES FOR RESETTLEMENT

The Project’s ESMF outlines the safeguards procedures, including steps for screening, instrument preparation, procurement, and monitoring and reporting. Each eligible sub-project is required to undergo eligibility screening using the project’s screening form to determine the appropriate safeguards categorisation (i.e. Category A, B or C) and the corresponding instruments to be prepared (see Section F in Volume One of PACD ESMF).

Table 2 outlines the resettlement safeguard instruments required for projects involving land, loss of assets and or restriction to assets. These requirements are further elaborated in the sections below. More detailed guidance is provided in relevant Annexes.

Table 2 Resettlement safeguard Instruments required under project scenarios

Scenario	Requirement
Land Dealings	
Siting of assets (i.e. feeder roads and small-scale agricultural facilities) for community use on customary land	Land Investigation Report (LIR) (Annex 2) Voluntary Land Donation Protocol

Scenario	Requirement
	<ul style="list-style-type: none"> • Right of Way Consent (Annex 3) • Clan Land Use Agreement (CLUA) (Annex 4)
Siting of assets for producer organisations (POs) and micro- and small medium enterprises (MSMEs) use on customary land	Land Investigation Report (LIR) (Annex 2) Clan Land Use Agreement (CLUA) (Annex 4)
Siting of assets (i.e. feeder roads and agricultural facilities) for community use on State land	Evidence of State land (e.g. Land title) Memorandum of Understanding (MoU) with Government (Annex 5)
Physical and/or economic displacement	
Crops and structures present on identified land required for the project	Compensation Report (Annex 2)

F.1 Consultation

Consultations with communities will be required as a first stage in sub-project preparation. Consultations will follow the project's Beneficiaries Participation Framework and will:

- i. Include a representative cross-section of the community and will be structured in ways that maximize input from community members (men, women, landowners and resource owners).
- ii. Provide communities with information on the sub-project goals and impacts (both negative and positive), including impacts on land use or potential damage to food and economic trees (see below).
- iii. Provide communities with an opportunity to reject or accept the implementation of the sub-project.
- iv. Provide communities with an opportunity to provide input in the design of the sub-projects.
- v. Will, through the processes in (i) to (iv) above, ascertain whether or not there is broad community support for the sub-project.

PACD will not finance sub-projects which do not have support from the community.

For agriculture feeder roads, sub-project identification criteria require that to be selected, sub-projects need to be fully supported by the community and that the community beneficiaries including project affected people, view the benefits of these projects as substantially greater than impacts on land and assets. This support will be based on transparent and comprehensively documented consultation.

Community support for all sub-projects will be documented with copies kept with the community (i.e. Ward Recorder) and with the PMU (i.e. ESSO). Any agreements on sub-project design will be included in the consent form.

F.2 Land Dealings

As illustrated in Table 2, there are a number of scenarios that may play out under the PACD. Two applicable processes³ are: (i) Voluntary Land Donation and/or (ii) Memorandum of Understanding. Land dealings associated with PACD will require a Land Investigation Report (LIR).

F.2.1 Guidelines for Voluntary Land Donation

Voluntary Land Donation (VLD) is only suitable for sub-projects where the landowner and/or community wish to 'gift' land parcels that will be of direct benefit the donor's community.

VLD is applicable when:

³ Negotiated agreements may also occur between individual parties (such as land lease) but the Project will not initiate or be involved in these in any way.

- Land owner(s) offers up land voluntarily for the purposes of the project which would directly benefit the community
- The donation does not severely affect the living standards of the community and/or individual landholder responsible for the donation (i.e. impacts are marginal based on percentage of loss and minimum size of remaining assets);
- Establish informed consent of the person(s) offering the land (i.e. that they had the power of choice in deciding whether or not to donate to the cause or not)
- It has been verified the donation did not result from any form of coercion or manipulation and is offered in good faith;
- Those involved must have traditional authority and customary rights for decision-making about the land parcel
- Due diligence on landowners and users of land donated (including informal arrangements)
- Establish an acceptable timeframe for the land to be used for specific project purpose outlined in the CLUA/ROW Waiver (Annex 3 and 4)
- Land offered may not be under dispute (i.e. ownership and rights to offer land are clear)
- Full and proper documentation of all consultations, meetings, grievances and actions taken to address grievances has been reviewed and made available
- Link to MoU where applicable (see below).

This process is **not** applicable under the following scenarios:

- Medium/large-scale infrastructure particularly in cases where a government agency or entity that has a statutory obligation to provide the infrastructure and/or services for which the land is required
- Where inadequate consultation with donors results in lack of understanding about the terms and conditions of the donation
- In lieu of formal procedures for land acquisition where these do not exist
- Where donor property owners, landowners or customary rights holders do not support, or will not directly benefit from, the Project
- Where conflicts over land exist, including customary collective ownership
- Conflicting land titling that make it difficult to establish with certainty who has a right to own, donate and use a specific parcel of land
- Where donors did not provide their informed consent and were subject to political or social pressure and coerced into making the donation.

Process for Voluntary Donation

1. Determine and document that VLD is appropriate
2. Conduct due diligence on who claims to own and use the land

The project team will carry out due diligence to understand the type of land rights that exist on the proposed site and to identify any particular issues relating to land ownership and use as per Land Investigation Report process (Annex 2).

3. Disclosure and Consultation

The donor(s) and users of the land must fully comprehend the consequences of the donation (i.e. what the land will be used for, for how long, and the impact the donation will have on them and their families).

4. Establishing Informed Consent

The ESSO or Lead Partner will determine that the decision to donate was taken with informed consent or power of choice. This means being confident that the owner(s) or user(s) of the land understand:

- What the land is going to be used for, by whom and for how long;
- That they will be deprived of the ownership or right to use the land, and what this really means;
- That they have a right to refuse to donate the land;

- Whether there are alternatives to using this land;
- What they will need to do to donate the land (e.g., execute documents, get spousal consents);
- The effect of the donation on their family, younger generations and what they can do if they (or their family or heirs) want the land back.

5. Documentation

The terms and conditions of the land donation must be mutually agreed upon and detailed in a written agreement.

Meeting minutes with landowner(s) and parties with an interest in the land must be recorded and documented prior to the donation of land for subproject purposes. All parties must be consulted widely to ensure clear understanding of the intent, voluntary nature and conditions of the donation.

Legal transfer is not required since: (i) customary land in Papua New Guinea cannot be bought or sold, and (ii) it is for the subproject purpose and cannot be transferred to an entity as such. However, legal transfer would be required for government land, if applicable. Representatives of the landowners (family or clan) will sign a Clan Land Use Agreement (CLUA) [Annex 4]. This certifies that the land is voluntarily donated for the purposes of the subproject and for the benefit of the community. The signature of the Letter is witnessed (as attested by their signature) by a suitable project representative.

The PMU will:

- Ensure that the CLUA:
 - Refers to the consultation that has taken place (date, attendees, topics);
 - Confirms the donation was voluntarily made and not subject to coercion, manipulation, or any form of pressure;
 - Includes accurate map of the land being donated (boundaries, coordinates);
- Ensure that all necessary parties sign the documents, including obtaining consent from spouses and children over a certain age;
- Ensure local witness(es) or third-party verification to CLUA such as Ward Counsellor.

The ESSO will maintain a record for each parcel of land donated. Such documentation must be available for World Bank review, and for review in relation to any grievances that may arise.

6. Grievance Arrangements

Grievances may be referred to customary conflict mediation arrangements where they are not directly affiliated with traditional leaders who are a party to the donation process. Land that comes under ownership disputes during subproject preparation will result in the subproject being terminated (see Annex 1).

F.2.2 Guidelines for MoU

There are two scenarios whereby a Memorandum of Understanding (MoU) will apply (Annex 5). These include:

- MoU between the Project and Provincial Government for the purpose of feeder road upgrades on State land
- MoU is made between producer organisations (POs) and micro- and small medium enterprises (MSMEs) and landowners and community representatives for the purpose of communal asset ownership and maintenance

The Memorandum of Understanding (MoU) with Government will:

- Involve those with recognized authority to make decisions about land, assets and asset maintenance
- Clarify the maintenance budget and responsibilities for maintenance
- Include a finance representative

Consultations with POs and MSME representatives and community members will involve discussions about the benefits, maintenance responsibilities, costs and ownership of the asset. The Memorandum of Understanding (MoU) with POs or MSMEs will:

- Involve correctly identified persons, landowners, users of land and proposed users of the asset (e.g. members) during negotiations
- Be linked to the asset (not the land the asset sits on) in case the asset needs to be relocated
- Detail maintenance responsibilities and anticipated costs with contingency
- Allow inclusive access to the asset as much as possible
- Be made free of coercion, with power of choice and informed consent of all parties.

F.3 Physical or Economic Displacement

PACD sub-projects have the potential to impact economic assets and structures, and both require a Compensation Report to be undertaken. Guidelines for these scenarios are outlined below.

The Compensation Report should include:

- the number of individuals and households affected; details on the affected assets; and income sources such as farm-based income, labor, and informal sector activities.
- Specific details on compensation for economic trees and food crops per project affected person.
- Detailed procedures for delivery of compensation (including a timeline) and the institutional responsibility for delivering compensation.
- Arrangements for monitoring and implementation, including a timetable and detailed cost estimate.
- A description of grievance redress mechanisms available to project affected people.

This report be annexed to the LIR. Section G of this RPF outlines more specific guidance on how to determine who qualifies for compensation.

F.3.1 Guidelines for Structures

The project team will seek to avoid impacts on structures through design changes where possible. Where impacts cannot be avoided, the compensation process will be used to identify and mitigate impacts to structures and associated livelihood impacts.

In the case of agriculture feeder roads where temporary or semi-permanent structures are present within the right of way (ROW), preference will be given to moving these structures back from the ROW (Annex 3). This process will include:

- Engagement with the clan leaders and affected people on feasibility of moving structures back or to a location close by;
- Provision of assistance to re-establish structures of equal or better condition; and
- Provision of support during the relocation process and until such time that the structures are fully restored.

F.3.2 Guidelines for Economic Crops and Trees

The compensation process will be used to identify and mitigate potential impacts to economic crops and trees and other livelihood producing activities.

In the case of agricultural feeder roads, sub-project selection criteria requires that project-affected people directly benefit from the road and that these benefits substantially outweigh associated impacts on land and assets such as economic crops and trees. To further ensure this, the RPF requires project-affected people to be given notice to harvest crops and trees before site clearance or removal from required land; and offered replacement trees (i.e. cocoa and coffee).

G. ENTITLEMENTS

Criteria Defining Affected Persons

Entitlements have been developed to be commensurate with the severity and nature of likely impacts. Fundamental here is the sub-project selection criteria which requires that to be supported, a sub-project must have only minor impacts and that these will be offset against substantial and measurable benefits.

Eligibility of an individual entitlements under this RPF will relate to:

- Loss of land (regardless of whether they are a landowner, lessee or informal occupant)
- Loss of trees or other plants (regardless of whether on they are on owned, leased or informally accessed land)
- Loss of non-land assets or land-based improvements – houses, shelters, business buildings (irrespective of the ownership status of the land and whether these were temporary or permanent)
- Loss of access to commons and reserves (e.g. road reserves, whether or not legally encroached, and restricted areas)
- Loss or partial loss of an individual's business, livelihood or income
- Changes to soil or water quality that impact the individual's livelihood activities in the direct or indirect impact area
- Air, light or noise pollution, or restrictions on access to social or economic resources that impact property values and amenity
- Any other assets or elements of livelihoods recognised in the PNG law and in WB Operational Policy that may be discovered during disclosure and consultation.

Persons demonstrating that they will suffer losses from any of these causes as at the cut-off date for entitlements will be regarded as eligible for resettlement assistance. Losses from encroachments or activities commenced after the cut-off date for the respective projects will not be eligible. The cut-off date will be set by the PMU and advertised in advance. Table 3 summarizes eligibility and entitlements.

Table 3 Entitlement Matrix

Type of Impact	Entitled Person(s)	Entitlements
Temporary use of land or access to land	Customary landowners and land users	Will only occur with agreement with landowners and affected persons. Before project completion, sites will be restored to previous condition or as per agreement with landowner
Loss of crops and trees	All persons irrespective of their legal status (road right of way)	Direct and significant benefit from the road project (refer sub-project selection criteria) Given notice to harvest crops and trees before site clearance or removal from required land. Offered replacement trees (i.e. cocoa and coffee)
	All persons irrespective of their legal status (all other investments)	Given notice to harvest crops and trees before site clearance or removal from required land. If not able to harvest, they will be provided compensation in cash or in-kind to replace assets. In case of perennial crops and trees, compensation will also provide for the loss of income for a period until new crops or trees produce an equivalent income.

Loss of structures	All persons (whether having legal title to land or not)	Affected structures will be restored in consultation with households OR and they will be provided with cash compensation at replacement value without deductions for any materials salvaged. Households will be assisted in dismantling and relocating structure/property. In case business activities are disrupted, the business owners will be provided adequate support for the duration of business being disrupted.
Displacement of community structure (if any)	Community representatives as identified by the social impact assessment	Affected structures will be restored in consultation with community OR the affected community will be provided with cash compensation at replacement value without deductions for any materials salvaged. Community will be assisted in dismantling and relocating structure/property.
Unforeseen impacts	Concerned displaced persons	These will be determined as per the principles of the RF

H. IMPLEMENTATION ARRANGEMENTS

The PCU and PMUs have responsibility for overseeing land dealings and associated impacts in coordination with relevant local and government representatives.

The PMUs in coordination with the Department of Works (DoW) are responsible for ensuring land acquisition and compensation procedures are implemented for agriculture feeder roads (Component 2).

Lead Partners in coordination with PMUs are responsible for ensuring land dealings and compensation procedures are implemented for sub-project investments under partnerships agreements.

The PMUs in coordination with Matching Grant recipients are responsible for ensuring land dealings and compensation procedures are implemented for sub-project investments under matching grant agreements.

Implementation arrangements such as a time-bound implementation schedule of all activities relating to involuntary resettlement and monitoring shall be included in the LIR (Annex 2).

Prior to project completion, monitoring activities will assess whether livelihoods and living standards of displaced persons have been improved, or at least restored. If these objectives have not been achieved, PMUs will identify plans and corrective measures to achieve satisfactory outcomes.

World Bank Approval

The World Bank will routinely monitor compliance with this RPF and World Bank safeguard policies. This will include:

- Review and clearance of safeguard documentation for agricultural feeder roads prior to contracting;
- Review and clearance of safeguard documentation for matching grant activities prior to contracting;
- Review of safeguard documentation for partnership activities provided in regular progress reports and during implementation support missions.

Disclosure and consultation

Extensive consultation was carried out during the preparation of the project ESMF and RPF including discussion with key stakeholders including PCU, PMUs, other government ministries, Provincial Administration, Lead Partners and PPAP farmers in December 2018. During these consultations, the

various issues associated with accessing land for the purposes of project delivery – especially the focus on identification and design of projects so that any land impacts would be avoided - were discussed.

This RPF will be made available on the WB Infoshop and CB/CIC websites, and hard copies available at PMU offices in project areas.

Grievance Procedures

Any grievances and complaints raised throughout the Project should be resolved utilising the Project's grievance redress mechanism (GRM) in Section G of the ESMF.

Any land disputes may be referred to the local land courts as per national process. The Project's GRM should not be utilised for land-related disputes (see Annex 1 below).

ANNEX 1 EXIT PROCESS FOR PROBLEM SUBPROJECTS

These guidelines are to be used when it is beyond doubt that factors affecting a subproject cannot be resolved or require support beyond PMU's capacities. The guidelines allow PACD to systematically respond to such situations by outlining what action is to be taken during both subproject preparation and subproject implementation. The actions described will also help communities avoid lengthy deliberation processes or extended periods of inactivity by providing time-bound steps leading to judicious decisions on subproject termination. These steps need to be explained to communities as soon as a Lead Partner (LP) or other PMU staff flag a subproject as potentially problematic.

I. Preparation Stage

Examples of likely issues leading to initiation of the exit process:

- Early stage land dispute issues emerge which are unlikely to be resolved
- Community is unable to secure a minimum contribution towards their sub-project
- Unable to obtain consent letters from line ministry or from resource owners
- High probability of potential mis-management or capture of PACD funds, goods or assets by Individuals or families (intended for common benefit of all)
- Religious, social or other divisions within the community indicate that subproject involvement of access to assets will be limited.

STEPS TO FOLLOW:

- i. WDC or LP advises the PMU of emerging issue/s by providing a brief written report specifying (i) the subproject and (ii) the reason/s for identifying it as a potential problem subproject.
- ii. Within two weeks of identification of a potential problem subproject the PMU verifies the report findings through discussion with LP and consultation with the community.
- iii. If the problem cannot be resolved within four weeks of the consultation or within the capacity of LP and PMU, the PMU makes a recommendation to terminate the subproject to the PCU.
- iv. The PMU/LP writes a letter to WDC/community (cc LP) informing them of the decision to terminate the subproject.

II. Implementation Stage

Examples of likely issues leading to subproject termination:

- No broad community support for the subproject
- Land dispute
- Over ten percent of materials remains unaccounted for
- Evidence of financial or procurement irregularity
- Nil or insufficient community's contribution
- Extreme delays with procurement of goods or building works for any of the aforementioned reasons
- Religious, social or other divisions within the community indicate that subproject involvement of access to assets will be limited
- Complaints received from the community relating to the above or about other issues are likely to lead to sub-project failure.

STEPS TO FOLLOW

- i. As above
- ii. A grace period of *one month* is given to work on and resolve issues
- iii. In the final week, a final consultation takes place to determine whether the subproject should be terminated.

- iv. In the instance of a subproject being recommended for termination, the PMU will inform the community/WDC of the final decision and grounds of termination in writing. It will also outline the responsibilities of PMU staff and community members in closing the sub-project.
- v. PMU Engineer(s) and ESSO retrieve unused stock or materials
- vi. PCU will be notified when the subproject has been terminated.

ANNEX 2 LAND INVESTIGATION REPORT

Most land dealings associated with PACD will require a Land Investigation Report (LIR). This section provides guidelines and a template for completing the LIR for subprojects.

The LIR will be completed by PMU staff in consultation with communities and relevant stakeholders, such as the Provincial Lands Office. The document will:

- Describe the Project activities that the land is required for and the size of land required
- Assess existing tenurial arrangements whether formal or informal
- Assess valuation of land and/or assets on the land parcel
- Identify the formal and informal users and occupants of the land parcel
- Identify customary landowners of the land parcel using third party verification process
- Identifies whether any land conflicts or disputes over the land parcel exist
- Describe any impacts to persons or livelihoods as a result of the land parcel being used for the Project
- Establish mitigation measures for any identified impacts to livelihoods, income or living standards and transitional assistance
- Compensation Plan for assets, structures and/or land

The following template can be used:

LAND INVESTIGATION REPORT

1. (a) The Investigation Officer, when he considers it necessary or when so directed, should investigate and report on additional land (e.g. adjacent roads, extension to creek banks etc.) and these additional areas may be included in any temporary base agreements.
(b) In case of difficulties in determining ownership or of a dispute as to ownership or of other difficulties prevent a completed as fully as possible and a submission on the matter must accompany the report.
(c) Where there are separate and distinct owners or groups to various portions of the land required to be investigated, each portion must be investigated separately and a separate Report for each completed.
(d) Some sections are not applicable to be filled in per PACD policy guidelines that does not require, indicate N/A.
(e) All pages and attachments must be numbered in sequence.

2. **NAME OF APPLICANT:**

3. **TYPE OF PROPOSED USE**

4. **DESCRIPTION OF THE LAND**

(a) Name or Names of Land:

(b) Area:

- (c) Locality:
- District: Province:
- Millinch: Fourmil:
- Easting: Northing
- (d) Distance to and name of nearest Centre:
- (e) Means of access from the nearest centre:
- (f) Description of Land investigated:
- (g) Current usage:

5. OWNERSHIP

THE SPELLING OF NAME (S) OF GROUP OR INDIVIDUAL(S) LISTED HERE MUST REMAIN THE SAME THROUGHOUT THE REPORT AND MUST BE CONSISTENT WITH THE SCHEDULE OR OWNERS AND OTHER ATTACHMENTS SUCH AS DECLARATION OF CUSTOM IN RELATION TO LAND TENURE OR CLAN LAND USAGE AGREEMENT ETC.

- (a) Name of Actual Land Owning Group only (State whether this is a Clan, sub-clan, extended family group, or individuals:-
-
- © In what way did the group or individual acquire rights (e.g. by membership, purchase, exchange, conquest etc.)
-
- (d) Population of landowning group:
-
- (e) Estimate total area of landowning group:
-
- (f) Give description of land in (e)
-
- (g) Genealogy to be inserted if completed. (State "Yes" or "No")
-
- (h) Has owning of this land been determined by the Land Title Commission? If yes, give details:
-

6. SCHEDULE OF OWNERS, STATUS AND RIGHTS TO THE LAND

- (a) COLUMN 1 Full names of owners as at date of investigation, including minors and wards, are to be shown.

- (b) COLUMN 2 In this column, indicate whether owner is male or female and maturity according to native custom of the area.
- (c) COLUMN 3 In this column indicate his or her complete rights to ownership (full right, life interests, gardening, hunting, fishing, transit rights etc.) Including his/her rights by the virtue of parenthood or guardianship.
- (d) COLUMN 4 In this column, indicate what clan he/she comes from.

SCHEDULE OF OWNER, GENDER , RIGHTS TO LAND & ADDRESS

Clan: _____ M= Male F= Female FR= Fishing rights

Village: _____ A= Adult C= Child H= Head

Census Unit: _____ FR= Full rights UR= Usufructory rights (occupancy) W1 – Wife 1

Ward No. _____ HR= Hunting rights TR= transit rights W2 = Wife 2

LI= Life interests GR= Gardening Wd = Widow rights

	NAME	Gender	Rights	PRESENT ADDRESS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

9. HOW TO FILL OUT TABLE 8

- (a) COLUMN 1 Names of improvement owners, can be individually owned or joint owners
- (b) COLUMN 2 If economic trees (whether cultivate indigenous or uncultivated indigenous) state age and general condition. The number of trees should be given except in the case of sago, bamboo etc. Where an estimate of the area of growth should be given. If forest cover give brief description with millable quantity. If buildings – state type of materials and condition.
- (c) COLUMN 3 Indicate by tally the number of improvement damaged and state whether be of large, medium or small sizes.
- (d) COLUMN 4 A price recommendation is to be given for all improvements using Valuer-General’s Price List
- (e) COLUMN 5 Total value of improvements indicate under this column

10. GRANT ACCESS TO AND LAND USE RIGHTS

- (a) Are the owners willing to grant access to and land use rights free of any form of compensation?
- (b) If the landowners are willing to grant access to and land use rights then for how many years are they willing too?
- (c) In the Investigation Officer’s opinion can the owners afford to grant access to and land use rights? If not give reasons.
- (d) Means of livelihood of owners
- (e) Price recommendation and reasons if any and reason why (refer to part (a) above)
- (f) Certificate of agreement to grant access to and land use rights (including absentee owners and minors.)
Have specifically informed me that they are willing to grant access to and land use rights to this land for benefit of general public in perpetuity.

INVESTIGATION OFFICER

11. COMMENTS AND RECOMMENDATION ON ENCUMBRANCES

12. DIVISION/DEPARTMENTAL HEAD COMMENTS (may be done by the D.O. LANDS).

Signature: _____ Designation: _____

Date: _____

13. RECOMMENDATION TO ACCESS AND LAND USE RIGHTS

I , _____ of _____ being the lawfully appointed Administrator for the _____ do hereby certify that, in respect of the proposed _____ by the PACD, of _____, Hectares of customary owned land known as _____ and situated near _____ in the _____ District of the _____

- (a) There is no dispute as to the ownership
- (b) The customary owners of the aforesaid land and the customary owners of all improvements there are willing to grant access and land use rights to the land and improvements to the PACD
- (c) The grant of access and land use rights of the aforesaid land to the PACD will not be detrimental to the best interest s of the customary owners or of their descendants either now or in the foresaid future
- (d) I have fully considered the questions of reserving to the customary owners and /or their descendants rights of hunting, gathering, collecting, fishing, and access and I recommend that no such reservations be made
- (e) The foresaid land is required for a public purpose and it is recommended that the land be used in perpetuity for many years to come.

Given under my hand at _____ this _____ day of _____ 20____ .

ADMINISTRATOR

Certificate in Relation to Boundaries

I, _____ of _____
_____ an officer of the service of the Administration of PNG
do hereby certify that I in company with _____ being
the Owners/Agents for the Owners/Executives for the Owners of that piece of land containing
approximately _____ hectares known as _____ and situated at
_____ in the sub-district of _____ District of _____ on the
_____ day of _____ 20__ walked along as far as was practicable and
indicated the boundaries of the said land to the above named persons.

Dated this _____ day of _____ 20__

Signature: _____

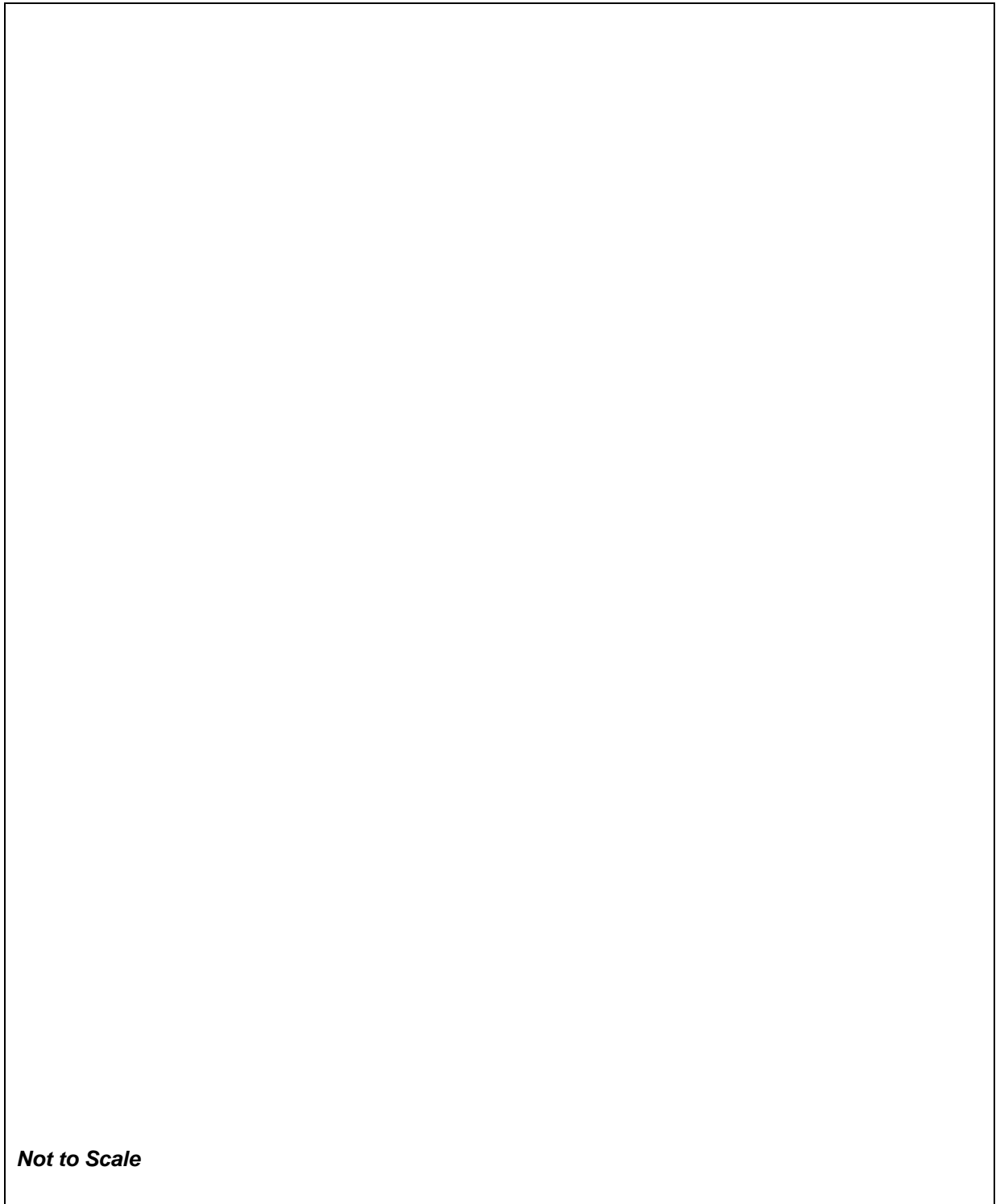
Designations: _____

14. ATTACHMENTS

The following forms MUST be included in this Land Investigation Report:

- (a) Mapping relation to location and Land Boundaries
- (b) Certificate in relation to boundaries: Signed by Investigating Officer after boundaries have been walked with either owners, Agents or Executives.
- (c) Clan Land Usage Agreement
- (d) Census (in relation to beneficiary households)
- (e) Compensation Report if any compensation payments are to be paid
- (f) Declaration of Recognition of custom in relation to land tenure (It must made by adjacent landowners or neighbours declaration that the listed owners considered to be the rightful landowners)
- (g) Environmental & Social Screening

Mapping Relation to Location and Land Boundaries



Not to Scale

Annex 3 Right-Of-Way Consent Form

FEEDER ROAD INFRASTRUCTURE

KNOW ALL PERSONS BY THESE PRESENTS:

1. That WE, the owners and/or holders of rights or interests of the lands portions of which are to be occupied and/or traversed by the:

(Write the name of the infrastructure. The Name should be reflective of its type, dimension or other attributes. For example "5.2km-National Highway to Newville Feeder Road" or "50 Im-Moonriver Single Lane Bridge) Project.

located in:

(Name of village, wards and LLG)

in the Province of:

(Name of province)

and hereinafter referred to as the PROJECT, hereby, for the benefit of the general public and in consideration of the need of our communities for the said PROJECT, and to facilitate its construction and future maintenance, individually and collectively transfer and henceforth waive all rights to the said portions of the affected lands, including any crops, trees and other improvements currently found therein, in favour of the respective Wards in whose territorial jurisdictions the aforesaid land portions belong.

2. That the specific locations, areas in square meters, and dimensions of the aforesaid portions of lands are delineated in attached Site/ROW Survey which is consistent with the final Detailed Engineering Design and Technical Drawings of the PROJECT as approved for funding under the Productive Partnerships in Agriculture Project.

3. That none of the lands constitute over 25% of our total landholdings and no homes would be fully relocated.

4. That this waiver is executed freely and voluntarily based on our understanding of the plans and objective of this PROJECT which was fully explained to us in a series of consultations.

5. That we hold neither the Wards nor the Productive Partnerships in Agriculture Project any liabilities in terms of payments on the said portions, improvements, crops and structures therein.

6. That prior to the construction we be allowed to harvest and/or salvage any crops, trees and materials and assisted by the benefited communities to dismantle and restore affected physical structures.

6. That in the event that any of the said portions of land are for whatever reasons not used by the PROJECT, the rights hereby waived on the said portions not used by the PROJECT shall be deemed automatically restored to their original owners.

IN WITNESS WHEREOF, we have hereunder subscribed our names and signatures this _____ day of _____ 20__ at _____, Papua New Guinea.

ANNEX 4 CLAN LAND USE AGREEMENT (CLUA)

Clan Land Usage Agreement Form for Communal Facilities

We, the undersigned being representative of _____ Clan from _____ Village, in Sub-District of _____ Province, hereby acknowledge that _____ has the right under Customary Land Right for his/ her family entire life for the purpose of _____ for at least 20 years. We certify that all the Village and Clan Leaders of this community have given their consent and further authorise the member to improve the piece of Land for the benefit of his/ her family.

1. Name:

(Clan Elder/ Village Elder)

(Signature)

(Date)

2. Name:

(Clan Elder/ Village Elder)

(Signature)

(Date)

3. Name:

(Clan Elder/ Village Elder)

(Signature)

(Date)

4. Name:

(Clan Elder/ Village Elder)

(Signature)

(Date)

5. As the Priest/ Pastor/ Church Leader of this Community known as _____ I certify that the above person is a member of this Community and that all the above signatures are leaders for the said Clan and Village.

Name: _____ Title: _____ Signature: _____

Date: _____

6. (Name of entity) _____ is entitled to the area of land called _____ and bordered by the following visible signs;

(stone/ Creek/ tree/ (other distinctive features) as per description attached)

7. Member Name:

Signature:

Date:

8. Stamped by two of the following: Local church stamp; village stamp; local community government stamp; or local Commissioner of Oath.

9. Attach list of beneficiaries name with signature.

ANNEX 5 MEMORANDUM OF UNDERSTANDING TEMPLATE

There are two scenarios whereby a MoU will apply. These include:

- MoU is made between the Project and municipal government for the purpose of assets on State land
- MoU is made between producer organisations (POs) and micro- and small medium enterprises (MSMEs) and landowners and community representatives for the purpose of communal asset ownership and maintenance

The agreement shall include the following sections:

- Parties

- Background

- Purpose

- Scope of Activities
 1. Routine maintenance
 2. Periodic maintenance
 3. Emergency maintenance

- Responsibilities

- Meetings and Liaison

- Timeframe MoU applies to

- Dispute Resolution

ANNEX 1 – Locality Map

ANNEX 2 – Works Schedule

ANNEX 3 – Consultation Records