

Resettlement Plan

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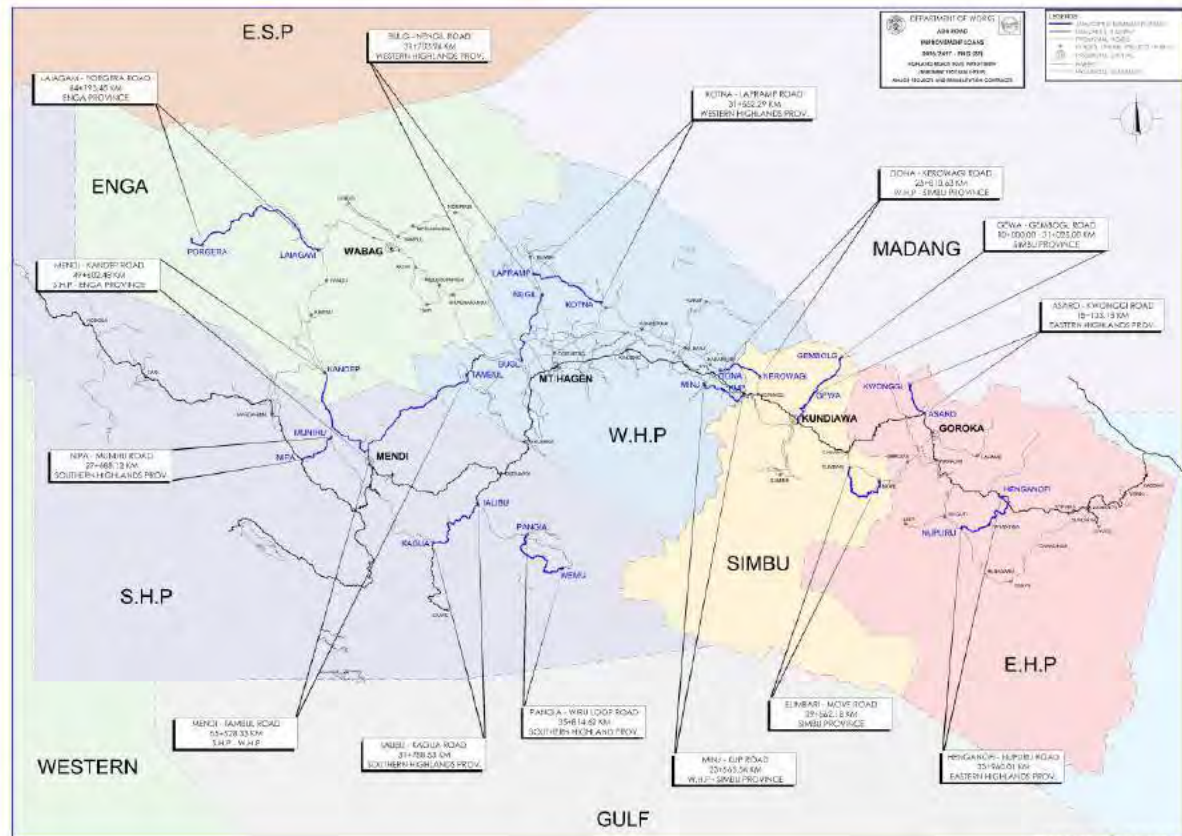
PNG: Highlands Region Roads Improvement Investment Program, Tranche 3

Prepared by the Government of Papua New Guinea's Department of Works for the Asian Development Bank.

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HIGHLANDS REGION ROAD IMPROVEMENT INVESTMENT PROGRAM



GEWA – GEMBOGL SUB-PROJECT RESETTLEMENT PLAN

UPDATED FINAL REPORT

JUNE 2016

CURRENCY EQUIVALENTS

(As of 15 May 2015)

Currency Unit — Kina (K)

K1.00 = US\$0.3685

US\$1.00 = K2.71

ABBREVIATIONS

ADB	–	Asian Development Bank
AP	–	Affected People
COA	–	Certificate of Alienability
DA	–	District Administrator
DH	–	Displaced Household
DLO	–	District Lands Officer
DLPP	–	Department of Lands and Physical Planning
DMS	–	Detailed Measurement Survey
DOW	–	Department of Works
DP	–	Displaced Person
DBST	–	Double Bitumen Surface Treatment
EA	–	Executing Agency
ESSU	–	Environmental and Social Safeguards Unit
HH	–	Highlands Highway
HRMG	–	Highlands Road Management Group
HRRIIP	–	Highlands Region Roads Improvement Investment Program
IA	–	Implementing Agency
IMO	–	Independent Monitoring Organization
ISS	–	International Social Specialist
LIR	–	Land Investigation Report
LLCM	–	Local Land Court Magistrate
LLG	–	Local-Level Government
LSD	–	Lands and Survey Division
MFF	–	Multi-tranche Financing Facility
M&E	–	Monitoring and Evaluation
MOA	–	Memorandum of Agreement
NGO	–	Nongovernmental Organization
NARI	–	National Agriculture Research Institute
NRA	–	National Roads Authority
NSS	–	National Social Specialist
NTDP	–	National Transport Development Plan
PA	–	Provincial Administrator
PLO	–	Provincial Land Officer
PMV	–	Passenger Motor Vehicle
PNG	–	Papua New Guinea
PWM	–	Public Works Manager
RF	–	Resettlement Framework
RP	–	Resettlement Plan
RIZ	–	Road Influence Zone
SP	–	Subproject Profile
T3	–	Tranche 3

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I. EXECUTIVE SUMMARY

1. The resettlement Plan (RP) for Gewa-Gembogl (21.03 km) road section under the Tranche 3 (T3) of the Highlands Region Roads Improvement Investment Program (HRRIP) for Papua New Guinea previously prepared has been validated in May. This is the updated report based on the validation undertaken. The purpose of the sub-project is to upgrade, rehabilitate and maintain roads in the Highlands Highway (HH) network in Papua New Guinea (PNG). The RP is based on the assessment of possible impacts based on the detailed engineering design of this subproject road.

2. The RP validation was conducted by a team of officials assisted by Project Implementation Unit (PIU)'s safeguards specialist in close collaboration with the office of Provincial Works Manager and the District Administration. The team travelled through the alignment to inspect current status and met with several tribal leaders. Their needs for livelihoods improvement and other community facilities were assessed. Based on the validation conducted, specific livelihoods activities that should be supported were included. The validation confirmed that there are no assets likely to be impacted by road works.

3. In accordance with the HRRIP eligibility criteria for sub-project roads, every effort has been made to minimize impacts on land acquisition and resettlement for this road section. The engineering design for road upgrading and rehabilitation has been formulated to minimize the need to acquire additional land outside of the existing road alignment, to the extent feasible and consistent with agreed design standards and good engineering practice. Among the technical solutions applied to minimize resettlement effects were (a) shifting the road alignment to the opposite side of the potential affected structure, (b) narrowing of the road shoulders in front of the potential affected structures, and (c) adjustments on the drainage component to minimize resettlement impacts.

4. In addition to these technical solutions, the Department of Works (DOW) through the Provincial Works Office (PWO) in close coordination with the provincial, district administrators, Local Level Government (LLG) council presidents and wards leaders where the road section is located, all cooperated to ensure that no new structures or other road obstructions were erected or planted very near the road carriage within the almost three and a half years that the proposed project information were first disseminated in December 19 & 20, 2011 to the time that resettlement impact assessment was March 26, 2015.

5. The results of the resettlement impact assessment indicated that the existing road carriage occupies a total of 7.60 hectares of customary land. The upgrading and rehabilitation of the road will require an additional 30.26 hectares of customary land for the whole road section. In total, the project will require a total of 37.86 hectares of customary land which is the subject matter of the Memorandum of Agreement (MOA) between DOW and the customary land owners.

6. Aside from the resettlement impacts on customary land, the whole road section of 21.03 km is free from any resettlement impacts on assets including residential houses, trade stores or any other structures. The whole road section is also free from crops and trees, fences and grave sites. There will be no economic displacement arising out of the proposed road improvement project. This was confirmed during the validation process where it was noted that the district administration has paid already for the assets that were there earlier. The cut-off date is March

26, 2015, the date when the resettlement impact assessment for the Gewa-Gembogl road section was completed.

7. The degree of impacts shall be determined by (a) the scope of physical and economic displacement, and (b) the vulnerability of the displaced persons (DPs). Based on the degree of impacts and vulnerability of tribes and clans living along this road project, a brief resettlement plan was prepared and presented in the following sections.

8. Several consultations in the project area have been undertaken by DOW through the Highland Road Maintenance Group (HRMG), Provincial Works Office (PWO) in coordination from both Provincial and District Administration Offices, LLG presidents and ward leaders. The displaced people (DPs) have already been informed about their right to file complaints and/or queries on any aspects of land acquisition compensation, and resettlement. Different techniques of consultations with stakeholders were used during the project preparation such as in-depth interviews, public meetings, focus group discussions, etc.

9. A survey was conducted to establish the socio-economic conditions of households of affected tribes and clans living along the road section. The respondent's assets are unaffected but were interviewed only as representatives of the 14 affected tribes who own the affected customary land. The socio-economic conditions of the affected people represent the baseline for future monitoring of RP.

10. Consultations were held with the people who loose land and also included provincial, district and local ward officials and leaders, tribal, clans and sub-clans leaders. Public disclosure has been undertaken to disseminate the resettlement plan to DPs, communities and different national and local government agencies.

11. This resettlement plan was presented to the ward councilors, tribal and clan leaders and direct stakeholders in Mitnande and Niglkande LLGs in Kundiawa/Gembogl District. They have signed the copies of the MOAs for the use of customary land in exchange of public infrastructure. The project entitlements were explained and discussions followed. In addition, public disclosures on the resettlement plan was also conducted with provincial and district leaders.

12. This RP has been developed as per ADB's Safeguard Policy Statement (SPS) and the pertinent laws of Papua New Guinea. Where the laws of PNG are not clear, a project-specific set of resettlement principles consistent with ADB policy has been adopted. The SPS's policy principles on involuntary resettlement are as follow: (1) Screen early and assess resettlement impacts; (2) Carry out consultations with DPs and develop a grievance redress mechanism; (3) Improve/restore livelihoods of DPs through land-based strategies, replacement of lost assets, compensation at replacement cost, and additional benefits, as appropriate; (4) Provide appropriate assistance to physically displaced DPs; (5) Improve living standards of poor DPs and other vulnerable groups; (6) Develop transparent procedures for negotiations; (7) Provide assistance and compensation to non-titled DPs for loss of non-land assets; (8) Prepare RPs; (9) Disclose RPs to DPs and other stakeholders and document the consultation process; (10) Conceive and execute resettlement as part of the project; (11) Deliver entitlements to DPs before their physical or economic displacement; and (12) Monitor and assess resettlement outcomes.

13. The DPs are the tribes, clans and sub-clans who own the customary land that will be affected. Based on the consultations with district administration, tribal leaders and APs, assistance to community development will be provided. Such assistance is in four main areas. First, the communities will be provided with drinking water through pipe system and stand posts in areas along the road where it is a problem. Second, a seed multiplication and screening facility is in the process of its development to provide farmers with quality seeds and planting materials for free. Third, communities in the impacted area will be facilitated with extension advice, micro credit and business training. This program will be implemented by an accredited service provider recruited by the district administration. Finally, bus bays and vending areas will be built for the benefit of APs especially women. RP has allocated a budget for the structures to be built along the road.

14. The above measures are provided in recognition and appreciation by DOW the permission granted by customary land owners for the free use of their land for this road and for the un-measurable adverse effects on the tribes and clans such as the presence of construction crews and their equipment and temporary inconvenience arising out of the construction activities on their customary land.

15. Grievances will be addressed adequately at all stages of project development. A three-step internal grievance mechanism patterned after the traditional Melanesian system of conflict resolution has been established for the HRRIP at the provincial level with the primary objective of facilitating conflict resolution in a timely manner and minimizes court cases. It will also provide affected people with a forum to air their objections and address their issues and concerns adequately. If the DP is still not satisfied with the ruling of the arbitration panel, the DP may take the grievance to the PNG Judicial System. The district administration will kick-start the grievance process where HRMG has provided all necessary information.

16. The resettlement cost estimate for this project includes provisions for compensation to be agreed with the affected persons in case of unforeseen impacts such as crops compensation, income and livelihood restoration, training in business development and micro credit assistance, drinking water facilities to the community and support costs for RP implementation. The EA (DOW) will ensure timely allocation of funds and availability of resources for compensation and assistance to the affected households. DOW will plan in advance and include in their budget its counterpart funding for this project. The total estimated cost for resettlement for the Gewa-Gembogl is estimated to be 808, 375 Kina.

17. The implementation activities for this RP has been scheduled based on the overall project implementation. All related activities related to land acquisition and resettlement are planned to ensure that issues are resolved prior to displacement and commencement of civil works. Public consultations, internal and external monitoring will be undertaken intermittently throughout the project duration.

18. The RP implementation will be closely monitored to provide DOW with an effective basis for assessing resettlement progress and identifying potential difficulties and issues. During the implementation of the RP, the HRMG assisted by the Environmental Social Safeguards Unit (ESSU) of DOW will prepare semi-annual safeguard monitoring reports and submit these reports to ADB in addition to regular quarterly progress reports as part of project performance monitoring. The independent monitoring expert or organization (IMO) already recruited by DOW will conduct external monitoring. The IMO will prepare bi-annual monitoring reports; and,

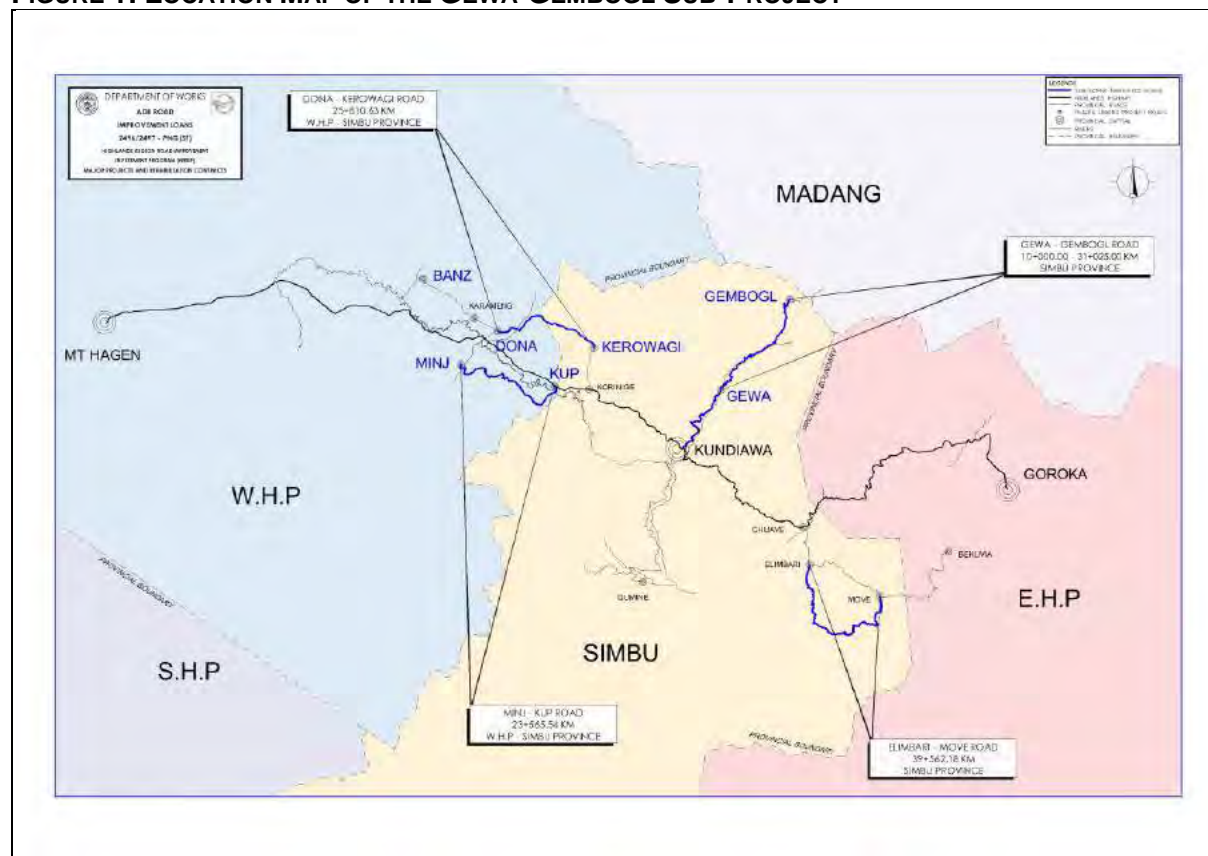
conduct post-acquisition evaluations. All IMO reports will be submitted to HRMG, DOW and ADB.

II. PROJECT DESCRIPTION

A. Project Overview

19. The Highlands Region Roads Improvement Investment Program (HRRIIP) is intended to upgrade, rehabilitate and maintain roads in the Highlands Region Core Network (HRCN) in Papua New Guinea (PNG). The Investment Program will focus on the HRCN of around 1,400 kilometers (km) of major national and provincial roads. The Government of Papua New Guinea (GoPNG) will undertake this program through the Department of Works (DOW) with assistance from the Asian Development Bank (ADB).

20. The Highlands Region is a major contributor to PNG's economy through its mineral and agricultural exports. It is also home to around 40% of the country's population who rely almost exclusively on the road network for movement of people and goods. The road network is vulnerable to damage because of the mountainous terrain, seismic activities, and heavy rain. The goals of the HRRIIP are to support economic growth by improving rural access to market centers, leading to increased exports and integration of the Highlands Region and its population into the mainstream economy of PNG; and, to facilitate access to social and education facilities in the region. The economic and social benefits of a comprehensive road transport network will contribute to poverty reduction in the Highlands Region.

FIGURE 1: LOCATION MAP OF THE GEWA-GEMBOGL SUB-PROJECT

21. The original road section starts at Kundiawa Township and proceeds to Gewa then over to Gembogl. However, the first 10.6kms has been rehabilitated already through funds from another ADB loan. The remaining 21.03km road section from Gewa to Gembogl is one of the subproject roads under Tranche 3 of the HRRIP. This is part of the Bundi Highway that connects the Highlands Region through Simbu to Madang and its coastal areas. This highway connects to Ramu Highway, the main road from Madang to Lae via Usino.

22. The Gewa – Gembogl portion of the Bundi Highway was constructed during the period of Australian Colonial Administration (before 1975 Independence). The workers were supervised by the KIAPs (patrol officers) and many residents contributed their labor for the construction of the road. The road deteriorated in 1990s because of land slips and lack of maintenance. The formation width varies from 3 to 4 meters, and has an acceptable alignment except for some narrow portions and several tight horizontal and vertical curves.

23. The current alignment is a single vehicular road with silty clay basement. The full-length of the existing road purely traverses on earth pavement with brown/reddish clay sub-grade soils working through mountainous landscape with secondary growth, grassland and cultivated areas.

24. The subproject road will start in (1) Gewa, (2) Bonbanono, (3) Yombai, (4) Duglpagl, (5) Umbai, (6) Golgme, (7) Sumburu, (8) Womatne, (9) Gembogl, all council wards under Kundiawa/Gembogl District. The subproject road will service the district of Kundiawa/Gembogl in Simbu Province that serves 10,833 households (HHs). There are 14 affected tribes and clans

who own the customary land in the subproject road. The details are shown in Table 1: Breakdown of Wards, Tribes/Clans, Villages and LLGs by Location.

TABLE 1: BREAKDOWN OF WARDS, TRIBES/CLANS, VILLAGES AND LLGS BY LOCATION

Ward	Tribe/Clan	Village/Area
Niglkande LLG (0+000km - 8+900km)		
Ward 2	Mend-Koroba	Gewa
Ward 9	Komande-Kombre	KombaParkuwa
Ward 10	Korlgku-Ganden	Duglpagl
Ward 6	Dogbun	Duglpagl
Ward 7	Kengku	Kokonmambuno
Ward 1	Danglaku	Bandma
Ward 3	Kry-Tamaka	Bandma
Mitnande LLG (8+900 -- 21+025km)		
Ward 12	Niglkande	Kair
Ward 14	Sambkane	Kair
Ward 16	Niglkune	Sumburu
Ward 1	Awakane-Danglkaku	Womatne
Ward 6	Danglamiuk	Womatne
Ward 3	Gumblekane	Bendam
Ward 4	Kumbi-Yamalgo	Gembogl

Source: Field Investigations, 2015 Design Consultants

25. It is proposed to rehabilitate the existing road and provide a 8.0 meter wide carriageway with double bitumen surface treatment (DBST) and 1.0 meter wide gravel shoulders which will be sealed as necessary to prevent possible scour/erosion. The horizontal and vertical alignments will follow the existing alignments as much as possible with improvements limited to those consistent with meeting the required pavement width and stopping sight distance requirements

26. The route traverses very mountainous terrain and significant excavation and rock-blasting will be required to widen the existing road bench to the required width. It will also be necessary to provide slope protection and retaining structures to ensure the long term stability of the road. The existing drainage is in poor condition and all of the existing culverts will require replacement together with the installation of roadside drainage. There are ten existing bridges, majority needs timber decks replacement and improvements.

27. The subproject works will take place within the existing road corridor and resettlement impacts are expected between the edge of the existing road and the construction limits. In addition, there are some cut works on the mountainsides that are required to further improve the slope and turning geometry. In these areas, the road widening may exceed 9.0m, depending on either the width of the cut or fill in a particular road section.

28. The whole existing road with a length of 21.03 km is situated on customary land, the use of which has been agreed in consultation with the clans and communities that jointly own the land. In order to expedite implementation of the project, the use of customary land required to upgrade the road have been agreed by clans and communities through Memoranda of Agreement (See Annex 4 Memorandum of Agreement) permitting the use of customary land for public infrastructure (road). This resettlement plan (RP) covers the land acquisition impacts

from the edge of the existing road up to the construction limits including road clearance, drainage and culverts.

B. Minimizing Land Acquisition

29. The resettlement framework requires eligibility criteria for sub-project roads in order to qualify for inclusion in the HRRIP. Among the eligibility criteria are provisions to minimize the land requirements such as (a) it is an existing or former road, that is, the road bench exists and restitution of a trafficable road does not require major earthworks or the construction of structures; (b) the proposed works avoid the displacement of assets such as residential houses, trade stores, etc.; (c) the candidate road is on State-owned land (as per the Land Act), or there is a negotiated agreement with affected landowners to use the customary land.

30. The engineering design for road upgrading and rehabilitation has been formulated to minimize the need to acquire additional land outside of the existing road alignment, to the extent feasible and consistent with agreed design standards and good engineering practice. Based on this principle, the area subject to involuntary resettlement starts at the edge of the existing road (both sides) and ends at the outer limits of the construction limit. The construction limits is defined as the area from the edge of the existing road up to the edge of the formation width (carriage width+shoulder+drainage).

31. On 19th and 20th December 2011, the team initially established rapport with the communities and conducted project information dissemination and estimated the impacts on assets and other land improvement. The initial assessment resulted in the identification of 6 houses, 2 trade stores, 11 fences and some trees that will be affected by the project. Out of the 6 houses, 5 houses were made of non-durable materials and 1 house is made of a mixture of both non-durable and durable materials. The two trade stores were made of a mixture of non-durable and durable materials. The 11 fences were made of shrubs and bushes while the trees were mostly saplings. The study team submitted the stations of these assets to the design team to make the necessary adjustments to minimize if not totally avoid the affected assets.

32. The study team went back on November 6, 2014 almost 3 years after the initial assessment of the impact to conduct a validation of assets within the alignment. There were indications that many of the affected assets have been moved outside of the construction limit and some were no longer present.

33. On March 26, 2015 the team conducted a rapid assessment along the road. The application of the technical adjustments of the road alignment and the initiatives of the Kundiawa/Gembogl District Administrator upon instructions from the Member of Parliament representing the district, the Provincial Civil Engineer of Simbu and their staff to convince residents to build their new structures or plant their trees and crops further inside of their customary lands have been successful. The validation confirms that there are no APs who will be impacted by the road project.

34. The whole Gewa-Gembogl road section of 21.03 km is free from any assets including residential houses, trade stores or any other structures. The whole road section is also free from crops and trees, fences and grave sites. Accordingly, it was confirmed that there will be no either economic or physical displacement arising out of the proposed road improvement subproject. This finding also confirmed that there was no longer any need to conduct a detailed measurement survey (DMS) because the whole road section is free from any asset.

C. Objectives of the Resettlement Plan

35. Considering that the proposed road subproject does not trigger any resettlement impacts, the depth and scope of this resettlement plan commensurate with the minimal resettlement impacts. The purpose of this brief resettlement plan (RP) is to document and address the additional affected customary land, estimated at 11.02 ha in Mitnande LLG and 19.24 ha in Niglkande LLG or a total of 30.26 ha.

36. The other objective of this RP is to present the results of socio-economic survey and establish the prevailing conditions along the sub-project, provide details of the public consultations and disclosures conducted along the subproject road.

III. SCOPE OF LAND ACQUISITION AND RESETTLEMENT

37. In the Gewa-Gembogl sub-project, the DOW, local leaders and residents indicated that the whole existing road is located on customary land that has not been alienated to the State as per the Land Act. The classification and locations of customary and state lands were confirmed by the provincial and district personnel who were consulted on the classification of affected lands.

A. Scope of Land Acquisition

1. Land Impacts

38. In the Gewa-Gembogl road section, there was no previous land survey undertaken and the determination of tribal/clan lands was estimated during the community consultations by tribe and clan leaders who accompanied the team and pointed out their land boundaries. As mentioned earlier, the whole length of the Gewa-Gembogl consists of customary land.

39. The existing road occupies 7.60 hectares while the additional land required to upgrade and rehabilitate the subproject road is 30.26 hectares. The details are shown in the following Table 2: details of Existing and proposed road.

TABLE 2: DETAILS OF EXISTING AND PROPOSED ROAD

LLG	Classification	Length (Meter)	Existing Road (Ha)	Additional Land (Ha)	Total (Ha)
Niglkande	Customary Land	12,025	4.05	19.24	23.29
Mitnande	Customary Land	8,420	3.55	11.02	14.57

Total	21,025	7.60	30.26	37.86
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Source: Design Consultant's Computation 2015

40. The divisions of the road section based on tribal ownership are not absolute and only reflect the social system of PNG. Ownership and boundaries of land can never be fixed for all time but reflect changes in power and authority. Land rights are best perceived from the center, rather than having fixed boundaries. This means that greater clarity of tenure occurs at the center of customary land, with less distinction at the boundary.

41. Land rights are held in common with other members of the group. The relationships between groups influence the assertion of land rights and subsequent tenure. Land tenure is not absolute but is repeatedly tested by competing groups. Disputes over land are never lost; rather the loser will regroup for a further claim.

2. Asset Impacts

42. The (a) technical solutions adapted to minimize previously identified assets, (b) the periodic maintenance works undertaken by the Provincial Works Office, (c) vigilance of the districts officials to prevent new assets to be established within the construction limit after the cut-off data have all contributed to make the proposed subproject road free from any resettlement impact.

43. The whole road section is free from any resettlement impacts on assets including residential houses, trade stores or any other structures. The whole road section is also free from crops and trees, fences and grave sites. There will be no either economic or physical displacement arising out of the proposed road.

3. Resettlement Category

44. The resettlement category is determined by the number of persons affected by resettlement. In the case of Geva-Gambogl road sub-project, there are no assets, crops, trees or any other impacts apart from land impacts on 14 tribes. As there are no physical or economic displacement, it is therefore to be concluded that this sub-project falls into Category C for involuntary resettlement, according to ADB's Operations Manual of October 2013 (Operations Manual Section F1/BP, 1 October 2013). The land impact is at the tribal level where the MOA process has addressed this issue already. There will be other in-kind assistance provided for the benefit of the entire community affected by customary land-taking.

IV. SOCIO-ECONOMIC PROFILE

A. Sources of Data

45. Primary data was generated by the socio-economic survey conducted in November 2014. Randomly selected households along the road alignment formed the survey sample. Public consultations were also conducted in December, 2011, November 2014, on March 26, 2015 and on June 8, 2015. Key informant interviews were also conducted with the Member of Parliament for the Kundiawa/Gembogl, Deputy Governor for Simbu (also written as Chimbu) Province, Provincial Works Manager and Provincial Civil Engineer for Simbu Province.

46. Secondary data analysed were the Papua New Guinea District and Provincial Profile (March 2010) published by the National Research Institute and the results of the National Census conducted in 2011.

1. Secondary Socio-Economic Information

47. Kundiawa/Gembogl District is in the northeast of the province and covers the Wahgi Valley south of Kundiawa, the Simbu Valley and the mountains of the Sepik-Wahgi Divide, including Mt Wilhelm. The high altitude areas of the Mt Wilhelm Range are in the northwest of the district. Average annual rainfall ranges between 2,100 to 2,700 millimeters. Altitude varies from 1,300 m in the Wahgi Valley to over 4,500 m on the upper slopes of Mt Wilhelm. Most people live between 1,400 and 2,500 m.

48. The population of the district in the year 2011 was 78,521 persons. There were 14,327 citizen households and the average household size is 5.48 persons. Males dominate the population with a 41,394 males to 37,127 females. The highest population density is in the Wahgi and Simbu valleys with 117 persons/km². The upper Simbu Valley where the candidate road is located has 91 persons/km².

49. Kundiawa District has 75 elementary, 3 community, 24 primary, 3 provincial and 2 vocational schools to service the whole population. The gross enrolment rate is 92.1% while the net admission rate is 79.5%. The literacy rate is 55%.

50. There are 7 health centers in the district and 4 aid posts. The health personnel are composed of 7 health officers and 58 nursing officers. The ratio of health officers to the district population is one health officer to every 8,351 persons.

51. The primary source of income in the district is agriculture where the main activity is coffee cultivation accounting for 75.4% of total households. Livestock is also an important cash source practiced by 68.1% of total households of which the majority (66%) sell for cash.

52. Incomes are high in the Wahgi and lower Simbu valleys and are derived from the sale of coffee and garden crops, mainly food items. People in the upper Simbu Valley earn very low incomes from the sale of coffee and fresh garden produce because the production itself is low.

53. Crop farming in the district is dominated by moderate intensity sweet potato cultivation. In general, 6–14 consecutive plantings are done before a fallow period of 10–15 years. On the flatter lands of the Wahgi and lower Simbu Valleys, management practices such as peanut rotations, drainage, tillage and small mounds are used to maintain production. Such practices on the steep slopes of the upper Simbu Valley include tillage, soil retention barriers and small mounds.

2. Primary Socio-Economic Information

54. The following sections contain the results of the socio-economic survey conducted in November 2014. The survey has enumerated 96 HHs representing 14 tribes from the villages along the road whose customary land is affected. The question on land impact is addressed via the MOAs where the affected tribes will have the benefit of the road in exchange of their customary land.

55. The purpose of the socio-economic survey was to record the baseline condition of HHs along the sub-project so that there would be a basis for assessing the impacts when the road construction is completed. The results of the survey should not be a basis to determine any resettlement related compensation because the assets owned by people are unaffected.

56. The data are disaggregated by gender to determine if there are differences between men and women-headed households. The results should not also be the basis to determine vulnerability assistance because the assets are not affected by the sub-project. Hence, even if there are women-headed households, poor households, elderly headed households or physically or mentally challenged heads of households, all of these households are not entitled to vulnerability allowances because their personal assets are not affected by the sub-project. The relevant information however will help to address their concerns after the sub-project is implemented.

57. The total study population is 561 persons that works out to an average household size of 5.84 persons. There are 281 males and 280 females. The number of people in the economically active age (15 – 65 years old) is 278 persons while there are 283 persons in the dependent ages (under 15 years and above 65 years old). The results show 102 dependent persons for every 100 persons in the economically productive age. (Age Dependency Ratio -- is the ratio of persons in the “dependent” ages (generally under age 15 and over age 65) to those in the “economically productive” ages (15-65 years) in the population. The details are shown in the following Table 3: Age and Gender Distribution.

TABLE 3: AGE AND GENDER DISTRIBUTION

Type of Household	<15 Years		15-65 Years		>65 Years		Total	Percentage
	Male	Female	Male	Female	Male	Female		
Male Headed Household	109	115	134	119	19	20	516	92
Female Headed Household	7	11	11	14	1	1	45	8
Frequency	116	126	145	133	20	21	561	100
Percentage	20.68%	22.46%	25.85%	23.71%	3.57%	3.74%	100.00%	

Source: Socio-Economic Survey, November 2014

58. Out of the total of 96 households, 57 are nuclear families while 39 are extended families. In the seven women-headed households, 2 are nuclear families, 5 are extended families. The term nuclear family is used to distinguish a family group consisting of most commonly, a father, mother and their children. Nuclear families can be any size, as long as the family can support itself and there are only children and two parents. On the other hand, an extended family consists of the nuclear family and their others such as husband's or wife's relatives are living in the same house. The details are shown in the following Table 4: Types of Households.

TABLE 4: TYPES OF HOUSEHOLDS

Type of Household	Nuclear	Extended	Total	Percentage
Men-headed Household	55	34	89	93

Women-headed Household	2	5	7	7
Total	57	39	96	100
Percentage	59	41	100	

Source: Socio-Economic Survey, November 2014

59. In terms of educational attainment of sampled households, there are 129 members (22.99%) who are not within the school age while 74 (13.21%) had no education. Out of the balance of 358 who have some form of education, 166 members (29.54%) are in the primary level while 115 members (20.58%) are in the secondary level. There are 65 members (11.54%) in the high school level while there are only 12 members (2.20%) in the college level. The breakdown of their highest educational attainment based on gender is shown in the following Table 5: Educational Attainment.

TABLE 5: EDUCATIONAL ATTAINMENT OF HOUSEHOLDS

Educational Category	Male	Female	Total	Percentage
Not of School Age	61	68	129	23
No Schooling	41	33	74	13
Primary	76	90	166	30
Secondary	56	59	115	21
High School	39	26	65	11
College	8	4	12	2
Total	281	280	561	100

Source: Socio-Economic Survey, November 2014

60. Based on the results of the survey, 30 % households send their children to the primary school. As the years go by, the drop-out rate increases with only 2 % reaching college level. In addition, the number of household members with no schooling is greater for males (41) compared to only 33 for females. Less number of males have reached primary and secondary education compared to females. The number who have reached High School and College is more for males compared to their opposite sex. These may be attributed to a number of factors including early marriages and the demand for women to work in their food gardens.

61. Education attainment by women and men-headed households was disaggregated to examine behavioral differences between the two types. The results show that men-headed households have performed well in high school and college levels whilst women-headed households have performed well in lower school grades. The details are shown in the Table 6: Educational Attainment for women-headed Households.

TABLE 6: EDUCATIONAL ATTAINMENT FOR WOMEN-HEADED HOUSEHOLDS

Educational Level	Male	Female	Total	Percentage
Not of School Age	4	6	10	22
No Schooling	3	3	6	13
Primary	4	8	12	27
Secondary	4	6	10	22
High School	3	3	6	13

College	1	0	1	2
Total	19	26	45	100

Source: Socio-Economic Survey, November 2014

62. Literacy is generally defined as the ability to read, write and comprehend the meanings of written words and signs that are expressed in any language. There has never been a national literacy survey in PNG. The estimate of 56 per cent of people being literate is based on a question in the national census in 2000: 'Are you able to both read and write with understanding a short simple statement in your day to day life? This means that around 56% of the country's total population can read, write and understand basic things in either their own languages or in any of the country's common languages as English, Motu and Tokpisin. In Kundiawa/Gembogl District, it is estimated that literacy is 55%, one percent lower than the national average for literacy.

3. Housing Information

63. The major source of domestic water is from nearby streams accounting for 47 households. This is followed by spring with 34 households and piped water with 14 households. One household tapped rain water as their source of drinking water. The major toilet type used by households is the pit-latrine accounting for all 96 households. Eighty nine households use wood as their source of cooking fuel while 4 households use kerosene. Only 3 households use electricity.

64. In the road influence zone (RIZ), over 97% of households own their houses. Nearly all houses are built using both non-durable and durable materials, i.e., wood frames with woven bamboo, thatch roof and earth floor. Very few have "modernized" their traditional houses with windows and front porches.

4. Economic Activities

65. Respondents in the Gewa-Gembogl road section were asked about their main economic activities. All ninety-six households (100%) are involved in agriculture while 40 households are engaged in roadside vending. The details are shown in the following Table 7: Household Economic Activities.

66. The marketing of cash crops relies on sales to buyers, particularly for households growing coffee and raising pigs. Nearly 90% of coffee growers sell to buyers, while only 40% make direct sales at local markets.

TABLE 7: HOUSEHOLD ECONOMIC ACTIVITIES

Household Economic Activity	Frequency	Percentage**
Agriculture	96	100
Roadside Vending	40	42
Business & Trading	10	10
Paid Labor	9	9
Government Employment	4	4
Other Sources	4	4

Hunting & Gathering	3	3
Transport Business	2	2
Small Enterprises	2	2
Total		

Source: Socio-Economic Survey, November 2014

*Multiple responses

67. Subsistence agriculture in this region is based on moderate-to- high intensity cultivation of sweet potato. Other common crops include beans, corn, greens, cabbage, sugarcane and peanuts. Households use techniques such as composting and mounding to maintain the productivity of their land; in areas of moderate intensity cultivation, gardens are left fallow for up to 15 years after 2-5 plantings.

68. Most households continue to raise small livestock such as pigs, goats, sheep and poultry. Among surveyed households, the sale of pigs as a source of cash income is evident and the income derived from this activity ranges from K500 to K1, 500 per year.

5. Household Income and Expenditure

69. Based on the 96 respondent households, the average household income was estimated as 7,539 kina a year or 628 kina a month. Agriculture remains the foundation of the economic activities in the subproject and is being practiced by all the respondent households. Agriculture contributed 295, 850 kina representing more than one third of total household income.

70. Roadside vending contributed 136, 340 kina representing 19% of total annual household income. While there were only 4 households employed in government, they contributed 10% of total household income for the sampled households. Remittance plays a significant role in the household income contributing around 10%. The other details are shown in the following Table 8: Sources of Annual Household Income.

TABLE 8: SOURCES OF ANNUAL HOUSEHOLD INCOME

Income Source	Number of Household	Value (Kina)	Percentage of Total Income
Agriculture	96	295,850.00	41
Roadside Vending	40	136,340.00	19
Business & Trading	10	76,500.00	11
Remittance	31	75,660.00	10
Government Employment	4	73,000.00	10
Transport Business	2	32,000.00	4
Paid Labor	9	17,020.00	2
Small Enterprises	2	10,000.00	1
Other Sources	4	4,100.00	0.57
Hunting & Gathering	3	3,280.00	0.45
Total		723,750.00	100

Source: Socio-Economic Survey, November 2014

71. The annual household income of the seven women-headed households was disaggregated from the rest of the results of the survey. The women-headed households are earning an average annual income of 9,628.57 kina. The women-headed households are deriving income from agriculture and three households are involved in roadside vending. A significant feature of disaggregation is that one household is earning 13,000 kina year from business and trading. The breakdown of their sources of income is shown in the Table 9: Household Income of Women-Headed Households.

TABLE 9: HOUSEHOLD INCOME OF WOMEN-HEADED HOUSEHOLDS

Income Source	Number of Household	Annual Value (Kina)	Percentage out of total income
Agriculture	7	21,720.00	35
Roadside Vending	3	7,700.00	12
Business & Trading	1	13,000.00	19
Remittance	3	3,700.00	5
Government Employment	2	13,000.00	18
Small Enterprises	1	6,000.00	9
Hunting & Gathering	2	2,280.00	2
Total		67,400.00	100

Source: Socio-Economic Survey, November 2014

72. Comparing household income of men and women-headed households, the former earn an average of 7,375 kina a year or 614 kina a month while the women-headed households earn 9,628 kina a year or 802 kina a month. This shows that women-headed households earn 187 kina more than men-headed households.

73. Household Expenditure – The total annual expenditure for the 96 surveyed households amounted to 504,761 kina. This works out to an annual average of 5,258 kina a year or a monthly expenditure of 438 kina a month. The survey showed that food is the largest household expenditure accounting 18% of total household expenses. The expenditure on food may be under-reported because of the availability of food gardens of the respondents and their tendency to report food expense as out of pocket cash spent on food and exclude food coming from their food gardens.

74. Transport expense is the second largest household expense accounting for 14.53% of total annual expenses. Based on the ocular inspections on the road section, there were very few PMV plying the Gewa – Gembogl road section who charge high transportation fares because of the very bad conditions of the road. Third largest expense was clothing accounting for 14% of household expenses while social functions came fourth largest household expense with 14%, a general classification that includes payment of compensation, dowry and expenses for marriage, death expenses and other social occasions. The other details are shown in Table 10: Annual Household Expenditure.

TABLE 10: ANNUAL HOUSEHOLD EXPENDITURE

Expenditure Item	Households (number)	Value (Kina)	Percentage of all expenses
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Food	96	92,360.00	18
Transportation	96	73,350.00	15
Clothing	94	73,230.00	15
Health	91	18,447.00	4
Education	82	47,575.00	9
Expenditure Item	Households	Value	Percentage
Communication	80	38,217.00	8
Social Function	95	71,616.00	14
Agricultural Inputs	70	50,170.00	10
House Fuel	87	39,246.00	7
Electric Power	1	550.00	0.11
Total		504,761.00	100

Source: Socio-Economic Survey, November 2014

75. The annual household expenditure of the seven women-headed households was disaggregated from the rest of the results of the survey. The total annual household expenditure amounted to 8,840.71 kina or 737 kina per month. The largest expenditure is for clothing representing 31% of total expenditure followed by social functions with 16%. Food is only the third largest household expense with 14%. Again, there are indications that food expense was under reported. The other details are shown in the following Table 11: Annual Household Expenditure of Women-Headed Households

TABLE 11: ANNUAL HOUSEHOLD EXPENDITURE OF WOMEN-HEADED HOUSEHOLDS

Expenditure	Households	Annual Value (Kina)	Percentage of Total
Food	7	8,760.00	14
Transportation	7	4,740.00	8
Clothing	7	18,880.00	31
Health	7	2,570.00	4
Education	7	4,365.00	7
Communication	6	3,770.00	6
Social Function	7	9,710.00	16
Agricultural Inputs	7	4,710.00	8
House Fuel	7	4,380.00	6
Total		61,885.00	100

Source: Socio-Economic Survey, November 2014

76. When household expenses between men and women-headed households is compared, there is a significant difference. The total average monthly household expense of men-headed households amounted to 415 kina a month while the same figure for women-headed households amounted to 737 kina a month or a difference of 322 kina a month. The women-headed households spend 1.77 times the monthly household expense of men-headed households. The difference is mainly attributed to the more than double on expenses for clothing.

77. Comparing the income and expenses between men and women-headed households, the former earn an average of 614 kina a month and spend an average of 415 kina a month or a net savings of 199 kina a month. In women-headed households, the average monthly earn is 802 kina a month and spend an average of 737 kina a month or a net savings of 65 kina a month.

6. Poverty

78. The highest poverty rates occur among households that have either little or virtually no cash incomes. The poor families depend mainly on subsistence agriculture or are engaged in gathering food or fishing. The poor HHs have dilapidated houses built using all temporary and non-durable materials. Among the survey households, 27% are poor.

7. Migration

79. There are generally four types of migration in PNG, (a) rural to urban, (b) rural to peri-urban, (c) rural to rural and (d) rural to resource projects. These movements are associated with the ability to earn cash incomes in particular provinces, with most migrants moving from provinces where incomes are lowest, to provinces where incomes are highest. In many parts of PNG people are moving from areas they perceive as disadvantaged to areas they perceive as advantaged. That is, from poor quality land with poor access to markets and services, to higher quality land with better access to markets and services and with increased chances to engage in the cash economy.

80. The respondents were asked if they or any member of the family migrate for work outside of their district. Out of the total respondents of 96 households, only 13 households have some members of their families migrating to work outside of their district (6) or outside of the province (4) and outside of the country (3). There are no members of women-headed households working outside of the district.

8. Status of Women

81. The respondents were asked what kind of activities the female members of their families are engaged in. The respondents can have multiple answers. The female members of the families are responsible for the cultivation of their food gardens (97%). This is a very important source of food where women are responsible for the continuous production. The household works, which is the traditional domain of women, are being done in 90 households (94%). If the women are finished tending their gardens and just waiting for the vegetables and other crops to mature, the women work in other food gardens and nearby coffee plantations (83%) to augment their income. Other activities are shown in Table 12: Women's Participation in Economic Activities.

TABLE 12: WOMEN'S PARTICIPATION IN ECONOMIC ACTIVITIES

Economic Activity of Women	Frequency	Percentage
Agricultural Cultivation	93	97
Household Works	90	94
Agricultural Labor	80	83

Services	78	81
Household Industries	64	67
Non Agricultural labor	55	57
Allied Activities	54	56
Trade and Business	52	54
Collection/Sales of Forest Products	34	35
Others	12	12

Source: Socio-Economic Survey, November 2014

82. It is apparent that far from being marginalized, the women in the study area are very active in their pursuit and contribution to the income of the families. All households reported an aggregate amount of 80, 280 kina or an average of around 836 kina annually. This average amount is understated because of the local practice of not considering food consumption raised in the food garden as part of the income earned by a family.

83. The respondents were asked about the female participation in decision making in the family. Based on the results of the socio-economic survey, the women in the study area have mainstreamed in generating income to augment family income. In addition, the female participation in decision making on various aspects of family is apparent. Table 13: Summary of Female Participation in Decision Making presents the summary of the female participation in decision making in the study area.

TABLE 13: SUMMARY OF FEMALE PARTICIPATION IN DECISION MAKING

Female Participation on Decision Making	Frequency	Percentage
Day to Day Activities	88	92
Education of Child	87	91
Financial Matters	86	90
Purchase of Assets	76	79
Health Care of Child	73	76
On Social Functions and Marriages	72	75
Others	56	58

Source: Socio-Economic Survey, November 2014

9. Transport

84. Out of the total of 96 households, 84 households (87%) are connected to a district road while 6 households (6%) are connected to a provincial road. Another 6 households are connected to a village road. The main use of the sub-project road is for transport of produce to the market (48%), access to government services (14%), access to education (9%), business and trade (6%) and access to health services (2%). There are 20 households (21%) who use the road for other purposes.

85. Seventy households (73%) perceived the sub-project road as average condition while 22 households said the road condition was poor. Four households (4 %) rate the road condition as very poor. The respondents who rated the road as good lived near the paved section (first 10 km) while majority of the respondents who rated the road as poor or very poor live at the end of the road section.

V. INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION

A. Consultations during Project Preparation

86. In compliance with GoPNG and ADB policies and priorities, the HRRIP will ensure a transparent and accountable process for land acquisition as required in upgrading, rehabilitating and maintaining roads in the Highlands Highway network. Dissemination of information and consultation with stakeholders has occurred at different points in the preparation and implementation of the Gewa-Gembogl road project to ensure that land-displaced people (DPs) and other stakeholders have timely information about negotiation. The DOW through its consultants working in collaboration with Provincial and District Administrations and local authorities had organized consultation activities and disseminated project information and elicited their issues and concerns as well as their opinions regarding the sub-project.

87. The team composed of DOW consultants and staff held consultations in Simbu with provincial and district authorities, as well as representatives of Provincial and District Women's Councils, development enclaves, private business houses, local radio stations, NGOs and community organizations. Community consultations and women's focus groups were conducted in several villages on each of the T3 roads including the Gewa-Gembogl road section.

B. Consultations with Affected People

88. The majority of AHs were consulted through meetings and discussions. In addition, 56 APs were consulted via the socio-economic survey. The focus of such consultations was to understand how APs cope-up with land impacts and to examine assistance needed to mitigate (land) impacts.

89. The AHs contacted stated that they will significantly benefit from the rehabilitated road. According to their view, the rehabilitated road will bring in several services such as trader and supplier visits, education, health, etc. that will provide benefits to the entire community. As the road catchment consists of almost exclusively farmers who depend on crops farming and livestock raising, they suggested project to consider providing some assistance such as seeds and planting materials. This assistance will be beneficial to the entire community by way of improved livelihoods. Assistance by way of credit and small-business development was also raised by the community. The need for water supply improvement was also raised by some communities. This RP has made provisions for the supply of above services.

90. These consultations raised the need for in-kind assistance that should be included in the RP. The block sum of 300,000 Kina provided in the RP will be utilized to support a seed and planting materials multiplication center at Goglme station within the alignment. Part of the proceeds will also be spent on providing extension advice, micro credit and small business development assistance which will be entrusted to the Catholic Women Association which has been providing similar service in the Province since the past 3 years. The DA has fully endorsed this organization.

91. The direct consultations with the APs also revealed the necessity to monitor the implementation of resettlement program. Here their suggestion was the project to examine how

well the APs are coping with the resettlement impacts after the initial assistance is provided through. They also suggested that additional ways to assist them is discussed at that time should their living standards is found to be lower than prior to resettlement. This aspect is built into the monitoring section of the RP.

C. Consultations during RP Preparation

92. Based on the assessment of the project, the key provincial stakeholders identified for Gewa-Gembogl road project include the Provincial Governor, Member of Parliament representing the Kundiawa/Gembogl District, Provincial and District Administrators and DOW Provincial Works Manager and Civil Engineer. In the district and LLG levels, the key people identified include the Local Level Government (LLG) Council Presidents, Ward Councilors, Village Court Officials, Women and Youth Leader Representatives, Church Groups, Civic and NGO organization groups.

93. The primary stakeholders are the directly affected tribes, clans and sub-clans whose lands assets will be affected by the project. The roadside communities and villages located along the Gewa-Gembogl road section are also classified as primary stakeholders and their active participation and support are crucial for the success of the project. Secondary stakeholders are residents of villages and communities that are located in the interior areas of the road alignment within the RIZ.

94. The public consultations for the candidate subproject – Gewa - Gembogl Road were initially held on December 19 and 20, 2011 with the twin objectives of: (a) informing the public that the Government of Papua New Guinea (GoPNG) through the Department of Works (DOW) will implement the Highlands Region Road Improvement Investment Program (HRRIP) 2496-2497 ADB (SF) – PNG and the Gewa -- Gembogl Road in their area is a candidate road of the project and (b) get the opinions, concerns and issues of the stakeholders for consideration in the design of subproject.

95. The Project Team met the stakeholders, village elders/leaders and some ward counselors from the villages of Gewa, Bombanono, Yombai, Duglpagl, Umbai, Goglme, Sumbur Kair, Womatne, and Gembogl and disclosed to them the inclusion of the Gewa to Gembogl Road in the Highlands Region Road Improvement Investment Program (HRRIP) as one of the candidate roads. The Project Team presented the proposed scope of works and explained the needs for the rehabilitation of the said roadway. The participants were informed of the possible social positive and negative impacts of the project and the requisite mitigating measures that will be established to enhance the positive impacts and minimize, or if at all possible eliminate the adverse impacts of the proposed development. Issues and concerns were also elicited from the participants and perceptions were properly noted by the Project Team.

96. The second community consultations were undertaken during the period from November 6-12, 2014 while the socio-economic survey was being conducted. The team distributed project leaflets in English and Pidgin to households along the subproject road containing project information and HRRIP policies on resettlement. Discussions on the content of the leaflet were undertaken in populated areas along the villages and many of the household respondents. During the conduct of the socio-economic survey, the project team also conducted a rapid validation for the initial assessment of road obstructions identified during the public consultations on December 2011 around 3 years after the initial consultations.

97. The team returned to the sub-project in March 26, 2015 to validate and confirm the findings of the previously completed assessments. The road design was adjusted several times by the technical team including surveyors to avoid as much as possible the previously identified affected assets. The other measures adopted by the engineering team to reduce impacts were; (a) reducing the width of the construction limits in certain areas by narrowing the shoulders and/or drainage areas; (b) district officials informed the residents not to build new structures from the time the initial assessment was made in 2011 to the time the validation was made in March 26, 2015.

98. The MP for the Kundiawa/Gembogl district convened a meeting in the District Office on June 8, 2015 to update his constituents on the status of the road project. The LLG council presidents, ward councilors and tribal leaders residing in the district attended and all gave their approval to the proposed road.

99. Overall, the project team discussed with the participants of the various public consultations the likely social impacts that will accrue from the implementation of the subproject. On the short-term, the rehabilitation will create employment to the people. The rehabilitation will also need skilled workers for specialized works some of whom could come from the community. Over the long-term, it will increase farmers' income due to improved road network, provide better access to basic services including necessary health services for women, children elderly, and people with disabilities, enhance transport of goods and services, trigger improved economic activities and trade and eventually uplift their living standards.

100. The project team clarified with the participants of the various public consultations that additional land will be required for the sub-project despite of the fact that the rehabilitation works will be undertaken within the existing road carriage. The Project assured the displaced persons (DPs) that there is a provision for assistance under the HRRIP and will be extended only to eligible DPs who are documented as of the cut-off date.

101. The primary stakeholders, especially the people that will be affected by the infrastructure project have confirmed the need for the rehabilitation of the Gewa to Gembogl Road during the several public consultations/meetings conducted by the Project Team. The concerned Local Level Government units (LLGs) and wards also concurred with the proposed development. These positive responses from the stakeholders, beneficiaries and the concerned LGUs concluded the official acceptance of the subproject in their respective locations.

102. The summary of the questions, comments and concerns raised during the series of public consultations is presented in the following Table 14: Summary of Various Public Consultation Proceedings.

TABLE 14: SUMMARY OF VARIOUS PUBLIC CONSULTATION PROCEEDINGS

Questions/Comments and Concerns	Remarks
How wide is the proposed road and what assets will be affected by the road project?	Based on the detailed design, the construction limits will require an additional of about 7 meters of customary land each side of the existing road. Majority of the additional land required are on

	mountainsides where earthworks will be undertaken. Based on the design and inspections, aside from customary land, there are no assets or improvements that will be affected by the project.
Are you sure that there will be no assets that will be affected by the project?	The design of the road was revised several times to ensure that no assets will be affected. The additional areas needed are not planted with anything. Only grasses and wild shrubs are presently identified during the asset impact assessment. No assets will be affected.
What is the construction limit?	The construction limit is the width required to upgrade and rehabilitate the road. This will include the road carriage, shoulders, drainage and set back. There may be cases wherein the impact of construction will be beyond the construction limits as in heavy equipment placed beyond. In these cases, affected assets will be properly compensated. Hence, there will be a provision for compensation in case assets outside of the construction limits will be affected.
What will happen to our customary land, will government pay for the land?	The project is negotiating for the use of the land required with the tribes and clans who own the required land needed for the project. Ownership will still be retained by the tribes by the use will now be open to the public. If the negotiations are successful, there will be no payment for the affected land (MOAs have been signed).
The tribes who own the customary land have agreed as evidenced by the signed MOAs to permit DOW to use the land for the road. We assure DOW and ADB of our full cooperation because we need badly the road. We have suffered long enough specially in the Gembogl area (end of project) and nobody will ask for compensation of the customary land.	The team thanked the speakers who promised full cooperation for the construction of their road. Their comments and needs for a sealed road will be noted and communicated to the proper authorities.
Who is funding and implementing the sub-project road?	HRRIP is a DOW project being financially assisted by ADB. DOW has a project director who will head the project implementing unit. The HRMG based in Mt. Hagen is the implementing arm of DOW.

<p>The proposed project will be of great assistance to bring our farm products to the markets, help in educating our children and facilitate the delivery of health services to our families. What are we supposed to do to hasten the construction of our road?</p>	<p>Your utmost cooperation will be needed to have your permission for the use of your customary land. In addition, please observe the cut-off date wherein newly introduced improvements will not be compensated. Avoid building structures and/or planting crops and trees because after the cut-off date, new improvements will not be compensated.</p>
<p>Who will construct the road? Are the bridges included? Who will maintain the completed road?</p>	<p>The sub-project will undergo an international bidding process and the winning bidder will be awarded the construction contract. The rehabilitation of all bridges are included in the proposed works. The contractor will also maintain the road for the next 5 years and then maintenance will become the responsibility of DOW.</p>
<p>What will we do if we have any complaint against the project?</p>	<p>The project has a grievance redress mechanism wherein complaints will be addressed. You may file a complaint with the PWM. If you are not contented with the decision, there is an arbitration panel compose of 4 local representatives and HRMG who will decide. If you are still not contented, you may file a case in the proper court.</p>
<p>Can we participate in the road construction as workers so that we earn additional income?</p>	<p>Qualified and willing tribal members are encouraged to apply and work in the project. It is a policy of both DOW and ADB to encourage active participation of residents along the sub-project. Interested members may apply directly with the winning contractor or any authorized sub-contractor.</p>
<p>Are there benefits that women will get out of the project?</p>	<p>The sub-project will benefit men and women alike. In addition, women are encouraged to apply for work in the project. Aside from this, there are also proposed roadside vending areas to be funded by the project located in strategic position along the road. Considering that almost all of the roadside vendors are women, this project will specifically for the benefit of women.</p>
<p>Considering the socio-economic benefits that we will derive from this road project and the funds will come from the government and our only contribution is</p>	<p>The team thanked the participants in a series of consultations and their approval and full support will be communicated with the pertinent</p>

our customary land, we unanimously approve and support the proposed road project.	authorities.
Project team informed that some in-kind assistance can be provided to refurbish community facilities such as schools, health-aide posts, etc. Whether this is agreeable?	The community leaders and APs said that their prime necessity is for water, seeds, planting material and extension. In supporting their suggestion, DA said that his administration is in a position to take care of refurbishment. What they need is seeds, planting material and other services such as extension, micro credit and drinking water. Project team agreed to include items that community needs assistance. List of participants is in Annex.

103. The series of public consultations and project disclosures along the subproject road were held in accordance with ADB's Public Communication Policy (2005). The DPs and other stakeholders were given leaflets and several opportunities to ventilate their issues and concerns and express their opinions regarding the proposed project.

D. The Memorandum of Agreement Process

104. Based on the resettlement framework, land acquisition impacts of the upgrading, rehabilitation and maintenance of the Highlands Highway road network may include one or more of the following (i) permanent use of customary land, as required to permit upgrading and rehabilitation of the road; (ii) temporary use of customary land, as required to establish construction camps; and, (iii) damages to crops, trees and/or structures on affected lands and/or due to ancillary works. The Memorandum of Agreement (MOA) covers only the permanent use of customary land to permit the upgrading, rehabilitation and maintenance of the sub-project.

105. After the team computed the minimum land required to upgrade and rehabilitate the sub-project based on the detailed engineering design, the team started to conduct public consultations to inform the stakeholders and elicit their comments, issues and concerns. The mechanics of the MOA was one of the major topics in every public consultation because it affects their customary land. The actual area for each tribe and council ward was determined first in the plans and was confirmed during the actual measurements in the field.

106. The LLG leaders and tribal elders were also mobilized to assist in explaining to their members the implications of such a MOA. Then these leaders and elders notify the district administrator who inform HRMG that they are ready to sign the MOA. Copies were given to the Member of Parliament, Provincial Governor, District Administrator and the Provincial Works Manager of SHP among others, before the actual signing of the MOA.

107. The signing of the MOA is an occasion for both leaders and community of the area to meet together with the Member of Parliament, other officials of national government agencies who are from the sub-project, local leaders and tribe members. During the actual signing, leaders speak in support of the project pointing at community benefits. The Land Officer of the province, if present, is tasked to explain for the last time the consequences of their signing of the MOA, otherwise this task done by the District Administrator.

108. The MOA process is witnessed by a third-party verifier engaged by DOW, whose role is twofold. First, it validates that the assets that will be lost were properly assessed, the affected people will be allocated with land from elsewhere and that APs understand the process. Second, the verifier observes the actual signing process and determine whether it is fair, open and transparent. He also observes whether there is threat, intimidation or duress exerted on the signatories or if the signing of the signatories are based on their own free will by listening to speeches and observing the demeanor of the participants. In some instances, the independent verifier approaches certain speakers to interview them about their speeches. This role is normally undertaken by a Magistrate or another senior officer/ retired person or an independent organization employed for this purpose by HRMG. In the case of the present sub-project, MOA process undertaken in the Mitnande LLG and Niglkande LLG has been verified by Carter Education Management Consultancy which is an independent organisation. The third-party verification is attached to the relevant MOA itself (Annex 4).

109. The MOA negotiations started in Tranche 1 and through experiences gained, it has been refined. There are provisions in the MOA suggested by tribes and, the reversion of possession of the land to the tribe if the government abandons the road, also came from tribal leaders. In short, the MOA is the result of various consultations starting from Tranche 1 and not a strict contract wherein one party prepares the agreement and the only participation of the other party is to agree or disagree with the terms and conditions. It is a bilateral agreement wherein both parties took active role in the formulation of the terms and conditions.

E. Public Disclosure of RP for Sub-Project

110. This RP will be properly endorsed and disclosed by DOW to concerned national and local government agencies, communities and to directly displaced persons before DOW's submission to ADB. After the approval of this RP, it will be up-loaded to ADB web site prior to the release of any succeeding tranches for sub-projects.

VI. GRIEVANCE REDRESS MECHANISM

A. Legal and Traditional Grievance Redress Mechanism in PNG

111. Land and land-related disputes are common to all regions of Papua New Guinea and cause social and economic disruptions. PNG's Land Disputes Settlement Act 1975 created a three-tiered structure for settling disputes--mediation, arbitration and appeal--based on a combination of Melanesian customs, principles and practice, and formal law of British origin. Papua New Guinea's system for settling customary land disputes provides clear benefits from using existing customary norms and institutions as well as emphasising local expertise and decentralising decision making.

112. The Land Disputes Settlement Act sets out three stages for the attempted settlement of disputes over customary land. Stage one is compulsory mediation by a land mediator, an appointed local person-in practice always a male-who the local community agrees possesses the knowledge required. If mediation does not settle the dispute, stage two allows for the dispute to be taken to a Local Land Court for arbitration. A Local Land Court comprises a Local Land Magistrate as chairman and either two or four land mediators. The court has wide powers

under the Act to reach a settlement between the parties, but if no agreement can be reached, it can impose settlement.

113. In general, disputes cannot be taken further than the Local Land Court, but the Act does allow a limited right of appeal (against a Local Land Court's decision) to the Provincial Land Court (stage three). Grounds for appeal are confined to errors of jurisdiction, decisions made contrary to natural justice or cases of manifest injustice.

114. Mediated settlements are evidence of land rights but they do not bind the parties (unless approved by a Local Land Court), whereas arbitrated settlements do bind the parties. The Local Land Court is also authorised to deal with other matters 'inextricably involved' with the land dispute before it.

115. The Act is largely administered by the Provincial Land Disputes Committee for the province concerned, lawyers are in general excluded from appearing in Land Court hearings and the Land Courts are not bound by any laws other than the Act itself or any other Act expressly applied to them. In special circumstances under Section 4 of the Act, the national government may declare that a land dispute should be settled by some means other than those provided by the Act. Such special circumstances include that the dispute is longstanding and previous attempts at mediation have failed, or the dispute has already resulted in serious breaches of the peace. This section of the Act was included as a 'safety valve' to help resolve intractable cases.

116. Papua New Guinea's Land Disputes Settlement Act was designed by Melanesians for a Melanesian society. Its structure of mediation, arbitration and appeal is based on a combination of Melanesian customs, principles and practice, and formal law of British origin. The mandatory involvement of the disputing parties in mediation is based on the principle that a resolution by consensus is more permanent than one imposed by authority. The system is decentralised to district level to bring it closer to the community it is designed to serve.

B. Grievance Redress Mechanism for HRRIP

117. Based on the experiences learned in Tranche 1 of the HRRIP, a grievance redress mechanism has been established in the provinces of the Highlands Region, specifically in Simbu Province to provide displaced persons (DPs) with the opportunity to seek redress on their complaints and grievances in a timely and satisfactory manner. The grievance redress mechanism will apply equally to the negotiation of the MOA and in the issues related to the implementation of the resettlement plan, construction disputes and environmental damage.

118. In Tranches 1 and 2, a DP may file his/her complaint directly with HRMG which is based in Mt. Hagen, WHP. Upon receipt of the complaint, HRMG will send its personnel to the site and investigate the complaint. Because of the long travelling time and the expenses involved in going to HRMG, very few DPs followed this first procedure.

119. At the same time, the investigations of the complaints by HRMG were often delayed because of limited personnel who were busy doing their regular tasks. The HRMG personnel who were tasked to investigate are often not familiar with the prevailing tribal system in place, including boundaries, relationships among and sub-clans and historical perspective of the location of the complaint because they come from different areas and provinces.

120. In the improved GRM, the Provincial Works Manager (PWM) receives the complaint. Since he/she is based in the province, the filing of the complaint is easier for the complainant and the PWM has the necessary personnel who are familiar with the area where the complaint arose.

121. The procedure involved in the grievance redress process is that the DPs can initiate a project related resettlement complaint by filing a written or oral complaint addressed to the Provincial Works Manager (PWM). Within 10 days upon receipt of complaint, the PWM shall furnish a written summary of the complaint to the DP, his/her tribe/clan and to HRMG as the implementing agency of the RP with a notice of a mediation meeting not later than 10 days from the receipt of the written summary of the complaint of the complainant.

122. During the mediation meeting, the PWM will receive, clarify and simplify the issues involved and would try its best efforts to resolve the issues involved which would be acceptable to both to the DP and HRMG. If there is meeting of the minds between the DP and HRMG, a written agreement will be signed summarizing the points of agreements. If there was no agreement, the grievance will be taken to the Grievance Redress Committee (GRC) created especially for this purpose.

123. The GRC consists of 7 persons, a majority from the district and one (Project Engineer) from the province where the sub-project is located. The representatives of HRMG are the only persons outside of the province. The member of GRC are the District Administrator (chair person), project engineer (Secretary), 2 LLG Council Presidents, 1 each church representative and civil society group and HRMG representative. The latter is normally the Lands Officer and in the case of environmental complaints, it will be the Environmental Officer. There is only one GRC for both resettlement and environment-related grievances. The GRC shall make its own rules and procedures that will govern the reconciliation/resolution of resettlement related issues raised by any DP. It will keep minutes of its meetings and resolutions.

124. Each grievance received by GRC will be reviewed by members for its validity, taking into account the policies governing HRRIP, prevailing laws of PNG and customary laws of the place where the dispute arose. All minor grievances will be resolved by PROs in consultation with community leaders within a day or two. Grievances that cannot be resolved at the community level will be referred to the project manager and the resolution conveyed to the aggrieved party within two weeks after receipt. Only those grievances where the decision of the GRC is required will be referred to the committee and the AP advised accordingly. Valid grievances that require an assessment will be referred to 1-2 members of GRC for ground checking. The outcome will be reported to the next meeting of GRC for a decision. The committee will pass its resolution which will be conveyed to the aggrieved party. The resolution will be communicated to HRMG for information, documentation and payment, if applicable.

125. If the AP is not satisfied with the decision of the GRC, s/he may take the grievance to the PNG judicial system, specifically to the Local Land Court. In this case, HRMG will hold the compensation amounts in escrow. Compensation will be paid in full upon final resolution of the case in the courts or in any other fora, in accordance with the entitlements of the affected person as decided by the court of competent jurisdiction.

VII. LEGAL FRAMEWORK

126. The policy framework and entitlements for land acquisition/resettlement are based on the laws, regulations and policies of the Government of Papua New Guinea (GoPNG) and the ADB safeguard policy. The principal PNG laws include: (i) the 1975 Constitution; (ii) the 1996 Land Act; (iii) the 2000 Land Disputes Settlement Act; (iv) Fairness of Transaction Act (1993) (v) Land Group Incorporation (Amendment) Act (2009), and (vi) Customary Land Registration Act (2009).

127. While Tranche 1 (T1) was prepared under the ADB Policy on Involuntary Resettlement (1995), all subsequent tranches including Tranche 3 where the Gewa – Gembogl road section is included will follow ADB’s Safeguard Policy Statement 2009 (SPS).

128. In the HRRIP, Tranche 3 sub-projects including this sub-project and subsequent tranches will be governed by the SPS. In addition, land acquisition, compensation and resettlement for all HRRIP sub-projects will be carried out in compliance with ADB policies for gender and development (1998), accountability (2011) and public communications (2011).

A. PNG Legal Framework

129. Majority of the lands in PNG are classified as customary lands wherein specific territories are owned or vested on the clans. Clan members or “primary right holders” are co-owners of their customary lands with the right to use but not to alienate or sell the lands. They own/possess these lands as stewards for future generations. Land ownership and use is an integral part of the identity, the sustenance and the social relations of clans; property rights are inherited from ancestors and maintained in trust for future generations. The State has no authority over customary land other than the provisions of the Land Act to acquire customary land for public purposes.

130. During the colonial administration, the 1963 Customs Recognition Act stated that “custom shall be recognized and enforced by, and may be pleaded in, all courts...” (Art. 3(1) (a)). Following independence, these principles were reaffirmed in the Constitution and subsequently elaborated in the 2000 Underlying Act. Customary law is defined as the rules, rights and obligations pertaining to an individual or group by custom and tradition; and, according to the 2000 legislation, shall apply and be recognized by the courts where written and underlying laws do not apply and except as it is inconsistent with written law.

1. PNG Constitution

131. The 1975 Constitution explicitly provides for the adoption of custom as part of the underlying law of PNG (Schedule 2), thus recognizing the property rights attached to customary land. During the colonial administration, the 1963 Customs Recognition Act stated that “custom shall be recognized and enforced by, and may be pleaded in, all courts...” (Art. 3(1) (a)). Following independence, these principles were reaffirmed in the Constitution and, subsequently, in the 2000 Underlying Act. Customary law is defined as the rules, rights and obligations pertaining to an individual or group by custom and tradition; and, according to the 2000 legislation, shall apply and be recognized by the courts where written and underlying laws do not apply and except as it is inconsistent with written law.

132. The Constitution also guarantees the right of PNG citizens to protection from unjust deprivation of property (Art. 53). No land or interest in land may be acquired compulsorily by the State except as it is required for public purposes or other justifiable reasons. Moreover, in the

event of expropriation of land, “just compensation must be made on just terms by the expropriating authority” (53(2)).

2. 1996 Land Act

133. The Land Act (No. 45 of 1996) sets out the conditions and procedures for the State to acquire customary land required for public purposes such as roads, tracks, bridges, culverts and quarries. These legal provisions and procedures apply to the acquisition of land and assets by the State, legally owned/leased by other parties (persons) than the State. PNG does not avail of any national, provincial or local government policies for relocating and resettling people. Acquisition of land and assets by the State for public purposes and the related legal procedures, compensations, and the legally defined procedures for appeals, grievance redress, etc are all arranged for under the Land Act 1996 (See additional pertinent provisions in Annex 3 Salient Provisions of the 1996 Land Act).

3. Land Dispute Settlement Act

134. The Land Disputes Settlement Act (No. 10 of 2000) was initially adopted in 1975. It sets out rights and 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, as well as Land Courts at the local (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 Councilor 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) arbitration, and (iii) appeal to the designated courts. The mediation and arbitration processes are based on the principles of traditional dispute settlement in PNG.

4. Fairness of Transaction Act of 1993

135. The Fairness of Transaction Act of 1993 relates to the effect of certain transactions, to ensure that they operate fairly without causing undue harm to, or imposing too great a burden on, any person, and in such a way that no person suffers unduly because he is economically weaker than, or is otherwise disadvantaged in relation to, another person. The purposes of this Act are to (a) ensure the overall fairness of any transaction which (i) is entered into between parties in circumstances where one party is for reasons of economic or other advantage predominant and the other is not able to exercise a free choice; or (ii) for one reason or another, without attaching any evil design or bad faith, appears to be manifestly unfair or not to be genuinely mutual; and (b) allow for the re-opening and review of any transaction irrespective of fault and validity, enforceability or effect of any agreement; and (c) ensure the fair distribution and adjustment of rights, benefits, duties, advantages and disadvantages arising out of a transaction.

5. Protection of Transport Infrastructure Act, 2010

136. The Protection of Transport Infrastructure Act was enacted unanimously by PNG Parliament to protect all types of roads and road reserves from unlawful entry, occupation or

use when ordered to do so. It also penalizes anyone who stops people from using transport infrastructure by blocking them, and/or destroys or damages any transport infrastructure. It also prohibits the demand for compensation and other related payments and the use of threats to induce any compensation and other related payments regarding the use of transport infrastructure. In addition, it also punishes any person who fails to stop members of his family or other people from committing an offence under this act.

137. This Act applies to all roads built on land acquired by the State or built on land yet to be acquired by the State. If the land has not been acquired by the State and roads have been built on them, the owners cannot block the roads or damage the transport infrastructure. The legal remedy is to file complaints or grievances with the proper courts and not undertake these prohibited acts enumerated in the law.

6. Land Group Incorporation (Amendment) Act and Voluntary Customary Land Registration Act

138. These Acts were brought into effect in 2011, following recommendations from the National Land Development Task Force. The Acts recognize the corporate nature of customary groups and allow them to hold, manage and deal with land in their customary names, and for related purposes. These acts also facilitate the voluntary registration of customary land, to be known as “registered clan land”, and make that land available for development through the use of Incorporated Land Groups (ILGs). These laws encourages (a) greater participation by local people in the national economy by the use of the land; (b) better use of such land; (c) greater certainty of title; (d) better and more effectual settlement of certain disputes; (e) legal recognition of the corporate status of certain customary and similar groups, and (f) conferring on them, as corporations, of power to acquire, hold, dispose of and manage land, and of ancillary powers; and (g) encouragement of the self-resolution of disputes within such groups.

B. ADB Safeguard Policy Statement (SPS)

139. The Safeguard Policy Statement (SPS) became effective and applicable in January 2010. The SPS was formulated to address the emerging challenges of development, respond to lessons learned from its experience with its old safeguard policies, and adapt to its new lending modalities and financing instruments. Under an MFF arrangement such as the HRRIP, if the management review on any tranche is done after the effectivity of the SPS, the tranches are governed by the SPS. This means that the applicable ADB involuntary resettlement policy for tranche 3 (T3) and subsequent tranches will be the SPS.

140. The SPS, Safeguard Requirements 2: Involuntary Resettlement aims to avoid or minimize the impacts on people, households, businesses and others affected by the land acquisition required by a project. The scope of the policy includes physical and economic displacement as a result of (i) involuntary acquisition of land, (ii) involuntary restriction on land use and (iii) involuntary restriction of access to legally protected areas. The objectives are to: (i) avoid involuntary resettlement wherever feasible, and minimize involuntary resettlement through assessing project alternatives and alternative project designs; (ii) enhance or at least restore the livelihoods of all affected people (DPs) in real terms relative to pre-project levels and improve the standards of living of the affected poor and other vulnerable groups.

141. The SPS's policy principles on involuntary resettlement are as follow: (1) Screen early and assess resettlement impacts; (2) Carry out consultations with DPs and develop a grievance

redress mechanism; (3) Improve/restore livelihoods of DPs through land-based strategies, replacement of lost assets, compensation at replacement cost, and additional benefits, as appropriate; (4) Provide appropriate assistance to physically displaced DPs; (5) Improve living standards of poor DPs and other vulnerable groups; (6) develop transparent procedures for negotiations; (7) provide assistance and compensation to non-titled DPs for loss of non-land assets; (8) Prepare RPs; (9) disclose RPs to DPs and other stakeholders and document the consultation process; (10) conceive and execute resettlement as part of the project; (11) deliver entitlements to DPs before their physical or economic displacement; and (12) monitor and assess resettlement outcomes.

C. GAPS between PNG Laws and ADB's SPS

142. The gaps between the PNG laws and ADB SPS requirements on land acquisition and resettlement have been identified and necessary gap-filling measures developed to meet the requirements of ADB's SPS. The following Table 15: GAPS and Gap Filling Measures shows the gaps identified between the PNG legal framework and the ADB Safeguard Policies.

TABLE 15: GAPS AND GAP FILLING MEASURES

PNG Laws	ADB SPS Requirements	Gap-Filling Measures
There is neither provision for persons who lost their land they occupy partially or entirely and who have neither the legal rights nor any recognizable rights to such land.	ADB SPS provides for payment of compensation for all affected assets, except payment of occupied land, including non-title holders.	RP will include payment of compensation for affected assets of all DPs including non-title holders and provide provisions to improve or at least restore livelihood. (There are no non-title holders in this particular subproject).
There are no provisions to prepare RP based on meaningful consultations with DPs, including the poor, the landless, elderly, women, and other vulnerable groups	ADB SPS requires that RPs must be prepared based in consultations with DPs, and that poorer and vulnerable people are also consulted and informed of their entitlements and resettlement options	RPs will be prepared in consultation with DPs, including vulnerable groups, and uploaded on ADB website; 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 summary RP or brochure with relevant information.
There are no provisions to improve or at least restore the livelihoods of all DPs	It is needed to improve or at least restore livelihoods of DPs by a range of strategies targeted at DPs	RPs will include measures for improvement or at least restoration in living standards of DPs to pre-subproject levels
Very limited provisions to provide assistance/compensation to DPs who lose access to non-land assets (e.g. Valuer General has 2013 Schedule for	Requires that DPs 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. DOW will conduct a replacement costs survey to update compensation rates. Valuer-General will provide updated schedule for valuation of project affected assets

valuation).		
There is no requirement for the monitoring and assessment of resettlement outcomes.	It requires that resettlement outcomes be monitored and assessed.	RPs will include indicators and baseline data to monitor impacts on living standards of DPs. The monitoring reports will also be disclosed including to DPs.

D. Resettlement Principles for the Project

143. This RP has been developed as per ADB's Safeguard Policy Statement (SPS) and the pertinent laws of Papua New Guinea. Where the laws of PNG are not clear, a project-specific set of resettlement principles consistent with ADB policy has been adopted. The resettlement principles of this RP consistent to the resettlement framework are as follow:

- Land acquisition and resettlement will be avoided or minimized through careful engineering design.
- DPs will be consulted meaningfully and effective mechanisms will be established for hearing and resolving grievances.
- Social assessment will be undertaken and RPs will be prepared for roads involving land acquisition/resettlement.
- DPs will receive compensation at replacement cost for their loss of assets and necessary assistance to ensure that they will be as well off as without the project.
- Loss of assets may be compensated through cash compensation or in kind compensation commensurate to actual losses, at the option of the DPs;
- Such compensation will be paid to DPs prior to commencement of civil works.
- Absence of formal title will not be a bar to compensation or assistance. Particular attention will be paid to women, the elderly and other vulnerable people.
- Resettlement impacts, including any unforeseen losses that may occur during construction will be monitored and remedial steps taken as required.
- DPs will receive compensation at replacement cost for their loss of assets and necessary assistance to ensure that they will be as well off as without the project.
- Loss of assets may be compensated through cash compensation or in kind compensation commensurate to actual losses, at the option of the DPs;
- Such compensation will be paid to DPs prior to commencement of civil works.
- Absence of formal title will not be a bar to compensation or assistance. Particular attention will be paid to women, the elderly and other vulnerable people.

- Resettlement impacts, including any unforeseen losses that may occur during construction will be monitored and remedial steps taken as required.

VIII. ENTITLEMENT, ASSISTANCE AND BENEFITS

144. In PNG, 97% is customary land is owned by the tribes and clans. For affected customary lands required to implement this project, the units of entitlement are the tribes and clans who own the affected lands needed by the project.

A. Compensation Entitlements

145. In the Gewa-Gembogl road section, land acquisition impacts in the rehabilitation and upgrading activities include the following; (i) permanent use of customary land, as required to permit upgrading and rehabilitation of the road; and (ii) temporary use of customary land, as required to establish construction camps, extraction of raw materials and for other construction activities.

1. Negotiation for Use Rights of Customary Lands

146. For most public works in PNG, the government authorities often consult with landowners who claim an interest in the land and obtain land through negotiation. The project will continue this tradition of negotiation. When an HRRIP subproject involves a road that is located on customary land, the HRMG will collaborate with the Provincial and District Administrators and Provincial Works Managers in order to enter into negotiations with landowners to acquire the right to use additional land required to upgrade and rehabilitate the road or on a temporary basis to accommodate other activities related to the HRRIP (See Annex 2 HRRIP Approach in Obtaining MOA).

147. The use of customary land needed to upgrade or rehabilitate the road has been negotiated through a Memorandum of Agreement (MOA) with the community leaders and affected landowners (See Annex 4 Memorandum of Agreement). The subject matter of the MOA covers the (a) existing road carriage and (b) the additional land between the edge of the existing road carriage and the construction limits. This is the minimum additional land required to upgrade and rehabilitate the Gewa-Gembogl road section. There are no private affected lands in the whole subproject road.

B. Justification for the Absence of Compensation for Assets

148. Based on the series of assessments and adjustments of the road alignment, there are no affected private or communal assets, crops and trees, graves and fences or other assets. Hence, there is no need to discuss and enumerate the compensation for any assets as this may only give rise to the perception that there are affected assets.

149. If there are assets that will be affected during the implementation of civil works, HRMG will make appropriate payments based on full replacement cost.

C. Community Assistance Measures

150. As discussed earlier in this RP, three main types of assistance are provided to the community in the sub-project area. The purpose of such assistance is both as an appreciation of

their land donated to the road and as part of mitigation of construction impacts as well as to enhance livelihoods of APs in this predominantly agriculture-based landscape. There are some effects on the customary landowners that are difficult to measure but nevertheless adversely affect them. Examples are difficulties during road construction. The details of assistance proposed to be provided to the community is described below. All activities will be coordinated by HRMG.

1. In-kind Assistance.

151. The communities will be assisted by way of in-kind materials for setting up of a green house and seed screening facility that will provide quality seeds and planting material to the community for free. The APs will also be assisted with water supply including materials, seed multiplication facility, micro credit, business development and agricultural extension which will be provided by an accredited service provider associated with the district administration. For this purpose, a total of 300,000 Kina is included in the RP budget.

2. Construction of Bus Bays

152. Bus bays (loading and unloading areas of public motor vehicles) with provisions for roadside vending will be constructed in five locations as income enhancement measures for women who traditionally sell their own agricultural products to have cash for their families. These proposed bus bays are usually located in village centers/ markets or in the vicinity of important junctions connecting interior villages to the Gewa-Gembogl subproject road. Safety provisions will be incorporated in the design to ensure that these roadside vendors have adequate protection from wayward vehicles.

153. The host tribes or clans of these proposed bus bays will have the responsibility to supply the required additional land to accommodate the bus bays and the vending area free of charge so that their tribesmen or clansmen would have opportunities to sell and earn additional income. This is a precondition for the establishment of bus bays with provisions for roadside vending and will be presented in details under the sub-section on costs of income enhancement measures.

3. Construction of Waiting Sheds

154. There are several important junctions connecting secondary roads with the main subproject road. These secondary roads serve as access roads to several villages located in the interior of the Gewa-Gembogl Road. Residents carry on their backs their agricultural produce to these junctions for transport to Kundiawa town, the provincial capital. Returning home, they unload from public vehicles their household supplies in these junctions and carry them on their backs to their villages. Four waiting sheds with temporary storage areas will be built in strategic junctions along the sub-project road.

155. Based on the several consultations conducted around these junctions, residents living in the interior villages were desirous of having some sort of waiting sheds that can also serve as temporary storage areas for their agricultural produce and household supplies. The details are shown under the sub-section on costs of income enhancement measures.

156. Both the construction of bus bays and waiting sheds will be undertaken by DOW through HRMG and will be constructed during the rehabilitation of the road. The timing of the construction will be just after the sealing of the particular road section where these facilities will

be located to ensure that these facilities will be undertaken in coordination with the whole road project.

4. Project Employment

157. People affected by permanent or temporary loss of land or by damage or loss of crops, trees or structures during civil works will be given priority for employment by contractors for civil works and/or maintenance works on the road, assuming qualifications to do the work. The implementation of this priority for employment will be the responsibility of DOW as the executing agency. Provisions will be made to include this priority for employment in the contract with the winning contractor. This employment provision will also be encouraged through local sub-contractors as appropriate.

D. Justification for the Absence of Rehabilitation Assistance

158. Based on the resettlement impact assessment, except for customary land, there are no physical or economic displacements for the project. There are also no vulnerable households because no household will suffer any loss of their assets. Hence, there is no need for any rehabilitation assistance.

E. Indigenous People

159. Following the ADB definition of Indigenous People “as those with a social or cultural identity distinct from the dominant or mainstream society which makes them vulnerable to being disadvantaged in the processes of development”, the project will not need an Indigenous People Plan because while AP’s may fall under different tribal/linguistic groups, they are considered as part of the mainstream society and of the population living in highland areas which generally characterizes PNG.

160. Inspection of the project areas and interaction with the people in the proposed project sites reveals that the people experience the same social problems and opportunities as other tribes and linguistic groups. Social divides are more pronounced in clans and sub-clans, and living in urban or rural areas rather than by tribe or linguistic group.

161. The last PNG census figures for the year 2000 show that the population was just over five million. Approximately 95 per cent of people are Melanesians. There is no particular ethnic group that dominates another. Given this backdrop, there is no indigenous or ethnic minority peoples as “those with a social or cultural identity distinct from the dominant or mainstream society, which makes them vulnerable to being disadvantaged in the processes of development.” As such, it is not deemed necessary to prepare separate IP related documents. The RF and the RP address the issue of use of customary land for road widening.

F. Entitlement Matrix

162. The following Table 16: HRRIP Entitlement Matrix summarizes the entitlements to compensation for the affected customary land for this road section under the HRRIP.

TABLE 16: HRRIP ENTITLEMENT MATRIX

Type of Impact	Entitled Person	Entitlement	Expected Results	Implementation
Affected Land				
Temporary use of land	Customary land: Land users as recognized by clan leaders	Use of the land will be acquired through negotiated lease with landowners. Rent as negotiated under the lease. In the case of extraction of materials (e.g., gravel) from the land, the civil works contractor will negotiate directly with the landowner to reach agreement regarding the payment of royalties.	Compensation (in form of land lease) for use of land.	The agreement to use customary land whether temporarily or permanently will be negotiated based on the following conditions: a) landowners agree to support the upgrading and rehabilitation of the road; b) landowners are consulted and make informed decisions regarding agreements to use land; and c) landowners guarantee on behalf of all clan members that they will not disrupt the project in other ways. In the case of customary land used temporarily, the cost of restoration of the land following its use will be the responsibility of Contractors as part of their Contracts.
	State-owned land: Users or occupants	No compensation will be paid for use of the land. Cash compensation at replacement cost will be paid for any damaged crops and trees		
Permanent use of land	Customary land: Land users as recognized by clan leaders	Use of the land will be acquired through a negotiated Memorandum of Agreement with landowners.	Memorandum of agreements on use of customary land.	
	State-owned land: Users or occupants	No compensation will be paid for use of the land. Cash compensation at replacement cost will be paid for any damaged crops, trees, fences or other structures on project-affected land (see below).		
Unforeseen Impacts	Unforeseen impacts will be documented and mitigated based on the principles agreed in this RP and ADB SPS.			

163. In instances where there is a gap existing between GoPNG laws and regulations and the policies of the ADB, for HRRIP road projects that require land negotiation/acquisition from customary landowners, the provisions and principles adopted in the Resettlement Framework will take precedence over the provisions of relevant laws and procedures currently in force in PNG.

IX. RESETTLEMENT BUDGET AND FINANCING PLAN

A. Sources of Funding for Land Acquisition and Compensation

164. All costs for the HRRIP related to resettlement, compensation and allowances, operation and administration costs, surveys, monitoring and reporting will be financed by GoPNG using counterpart funds.

165. In all instances, the HRMG acting on behalf of the DOW, the HRRIP EA, will monitor the process to ensure that there are minimum delays in the allocation, disbursement and payment of compensation funds.

B. No Costs to Acquire Additional Land to Upgrade Roads

166. DOW has negotiated and entered into a Memorandum of Agreement (MOA) with all affected tribes and clans for the free use of the minimum additional land required to rehabilitate and upgrade the Gewa-Gembogl road. The list of affected tribes and clans are contained in Table 1: Breakdown of Wards, Tribes/Clans, Villages and LLGs by Location. There are no direct costs to secure the use of the required lands for the project. Documentation expenses for these MOAs will be taken care under administrative expenses of the project.

167. It should be noted that there are no land surveys conducted for the affected customary land in the sub-project. To conduct these surveys to determine the percentage of affected customary land in relation to the overall tribal land holdings would not be prudent and will just open previous land conflicts that most probably would ignite tribal wars. Suffice to say that tribal land holdings are considerable amounting to hundreds in some cases thousands of hectares. It is estimated that the additional land required of 30.26 hectares is definitely less than 10% of the land holdings of the 14 affected tribes and are very insignificant.

C. No Costs for Compensation of Assets

168. Since there are no affected private or communal structures, crops and trees, graves and fences or other assets, there are no discussions on compensation of assets. However, this RP provides 50,000 Kina to support crops and income of APs in case the need arises to compensate them at the time of construction.

D. Costs of in-kind Assistance

169. The RP proposes that 300,000 Kina is provided by way of in-kind assistance to the affected community. This amount is to be spent on the provision of drinking water, seeds, planting materials, extension, micro credit and business development training to APs. Other community members are also requested to participate in these activities so that the benefits will

be spread over the road catchment. The green house and seed screening station funded through RP budget will also provide drinking water to the affected community.

E. Costs of Design Measures to Assist Community

170. As part of measures to assist community, five typical bus bays with provisions for roadside vending and 4 typical waiting sheds with provision for temporary storage of agricultural products will be built in strategic areas along the subproject road.

171. The cost estimate for a typical bus bay (paved) is 170 kina per sqm including provisions for slightly elevated stalls and 200 kina per sqm for the waiting shed. A typical bus bay has a dimension of 50 meters X 3 meters or 150sqm. At 170 per sqm, a typical bus bay will amount to 25,500 kina or a total amount of 127, 500 kina.

172. The cost estimate for a typical waiting shed with provisions for a temporary storage area is 200 kina per sqm. The proposed floor area is around 100 sqm and it will amount to 20,000 kina or a total amount of 80,000 kina. The total cost is 207, 500 kina and the cost breakdown of these facilities and their locations are shown in the following Table.

TABLE 17: LOCATIONS, TYPES OF FACILITIES & COSTS

No	Location	Remarks	Costs
1	Gewa	Waiting Shed	20,000.00
2	Bandimee	Waiting Shed	20,000.00
3	Kokonmambuno	Waiting Shed	20,000.00
4	Womatne	Waiting Shed	20,000.00
	Sub-Total of Waiting Sheds		80,000.00
5	Yombai	Bus Bay	25,500.00
6	Goglme	Bus Bay	25,500.00
7	Indaunmuno	Bus Bay	25,500.00
8	Womatne	Bus Bay	25,500.00
9	Gembogl	Bus Bay	25,500.00
	Sub-Total of Bus Bays		127,500.00
	Total		207,500.00

F. Cost of Resettlement Budget

173. The resettlement budget contains a provision for crops and trees in case there are construction activities that would affect crops and trees outside of the construction limits. This is a contingency amount in case there are affected crops and trees outside of the construction limits.

174. The total cost of this resettlement plan for the Gewa-Gembogl road project amounted to K808, 375.00. This budget includes provisions for crops, income and livelihoods restoration measures, design measures to assist community, physical and price contingencies, administrative expenses and cost of internal monitoring. The details are shown in the Table 18: Summary of Costs Estimates and RP Budget. The cost of external monitoring is exclude from the budget as this item is fully supported directly by ADB.

TABLE 18: SUMMARY OF COSTS ESTIMATES AND RP BUDGET

Cost Estimates and RP Budget	Amount
In-kind Assistance	300,000.00
Provisions for Crops	50,000.00
Design Measures	207,500.00
Sub-Total (A)	557,500.00
Physical Contingency (20%)	111,500.00
Price Contingency (10%)	55,750.00
Sub-Total (B)	167,250.00
Administrative Expense (15%) (C)	83,625.00
Grand Total (A+B+C)	808,375.00

X. INSTITUTIONAL ARRANGEMENTS

A. Department of Works

175. As Executing Agency (EA) for the HRRIP, Department of Works (DOW) has overall responsibility to manage the planning, implementation and monitoring related to acquiring use rights for additional land to implement HRRIP subprojects, as well as compensation for damages on project-affected land (See Annex 5 Organizational Arrangements). DOW is also responsible for reporting to ADB and the recruitment of the organization to conduct independent (external) monitoring.

B. Highlands Road Maintenance Group

176. The Highlands Road Maintenance Group (HRMG), as the Implementing Agency (IA) for HRRIP subprojects, has the responsibility delegated by the DOW to carry out the planning, implementation and monitoring for land acquisition/resettlement activities, as required. These include but may not be limited to the following:

- i. Collaborate with and assist PLO and/or DLO to carry out their work in compliance with the HRRIP policies and ADB requirements;
- ii. Provide qualified personnel to conduct and/or assist PLO and/or DLO to carry out surveys including fieldwork to support the subproject screening and preliminary assessment of additional land requirements; and, as required, a census of displaced people, the detailed measurement survey (DMS) and socio-economic baseline survey;
- iii. Collaborate with PLO and/or DLO for negotiations regarding Memoranda of Agreement (MOA) and leases for use of land;
- iv. Coordinate and carry out consultations with affected communities, including leaders, displaced people and other interested community members; and, ensure that all stakeholders are informed in a timely manner about the project, its policies and procedures; ensure that all requirements are carried out concerning public disclosure of

the provisions for land acquisition and compensation; and, oversee and monitor the grievance redress process;

- v. Review and endorse the draft RP as prepared by HRMG and/or its consultant prior to submitting it to DOW and, subsequently, to ADB for approval, making sure that all matters related to land acquisition/resettlement are complete and properly reported;
- vi. Monitor the process of allocation and disbursement of funds for compensation at both the national and provincial levels, and ensure that funds are available and compensation is paid in a timely manner as per the provisions of the RF;
- vii. Carry out all other activities related to internal monitoring of land acquisition activities and collaborate with and support the work of the independent monitoring organization;
- viii. Coordinate with civil works contractors to ensure that required land is cleared in a timely manner, that unforeseen damages and losses are recorded and compensation paid and that all other steps and measures are taken to complete the civil works in an efficient manner.

C. Environmental and Social Safeguards Unit – DOW

177. The Environmental and Social Safeguards Unit (ESSU) of DOW has been expanded through the provision of an International Social Specialist (ISS). A National Social Specialist (NSS) is planned to be recruited. The ISS and NSS will provide support to the HRMG in ensuring compliance with social safeguards in project implementation.

178. The ESSU will conduct training of the HRMG to build capacity in the following areas: (i) GoPNG policies and procedures for acquisition of customary land, including MOA; (ii) ADB policies and procedures for land acquisition and compensation; (iii) applying GoPNG and ADB policies and procedures to the requirements of the HRRIP; and, (iv) other technical support related to, among others, surveys and data collection to prepare a detailed measurement survey (DMS) and Land Investigation Report (LIR), community consultations and awareness programs and the preparation of reports.

179. The training also involves staff from DOW and HRMG, provincial and district lands officers in HRRIP subproject areas, relevant staff of the Valuer General and any other organizations involved in land acquisition and compensation activities. The HRRIP support will continue to include technical and financial support to strengthen the resources of DOW, HRMG and provincial and district lands offices. This support will take the form of assessment and recommendations to increase staffing, developing terms of reference for work related to land acquisition and compensation activities and providing financial support for the work related to fieldwork, for example, to carry out sub-project resettlement plans, detailed measurement surveys (DMS), RCS, and/or prepare Land Investigation Reports (LIR) and RPs.

D. Provincial Administrations

180. The Provincial Land Officer (PLO) will collaborate with HRMG to plan, implement and monitor land activities for HRRIP subprojects in the province and/or delegate responsibility to the relevant District Land Officers (DLO). The PLO responsibilities include:

- i. Conducting surveys of land required permanently or temporarily for the subproject;
- ii. Negotiating and signing a Memorandum of Agreement for permanent use of customary land with the leaders and affected landowners in communities;
- iii. negotiating and signing leases for temporary use of land required for the subproject; and,
- iv. Consulting with and advising affected communities about the HRRIP, the policies and procedures when additional land is required and the rights and responsibilities of displaced people and other stakeholders.

181. The Provincial Governor and/or Provincial Administrator (PA) in coordination with DOW are responsible to ensure that funds are allocated and disbursed to pay compensation and allowances for provincial (and/or district) roads that are included in the HRRIP.

E. District and LLG Administrations

182. The District Land Officer (DLO), as delegated by the PLO, will collaborate with HRMG to plan, implement and monitor land activities for HRRIP subprojects in the district, including:

- i. Conducting surveys of land required permanently or temporarily for the subproject, and preparing LIR;
- ii. Negotiating and signing a Memorandum of Agreement for use of customary land with the leaders and affected landowners in communities will land is affected;
- iii. negotiating and signing leases for temporary use of land required for the subproject; and,
- v. Consulting with and advising affected communities about the HRRIP, the policies and procedures when additional land is required and the rights and responsibilities of displaced people and other stakeholders.

183. LLG Council Presidents will be effective participants in all consultations with displaced people, local communities and other stakeholders. They will be responsible for collaborating with HRMG to organize and carry out these consultations.

F. Institutional Capacity for Land Acquisition Activities

184. The National Department of Lands and Physical Planning (DLPP) and the Lands and Survey Division (LSD) situated within the DOW are well-organized to assist the Executing Agency (EA) to (i) oversee and manage the land acquisition and compensation process; and, in particular, to support the work of the IA and others with respect to identification of land tenure, review and endorsement of procedures and plans, as well as facilitation of requests for allocation and disbursement of funds to pay compensation.

185. As the Implementing Agency (IA), the HRMG has good experience in dealing with issues related to community consultations and negotiation of Memorandum of Agreements (MOA) for

additional land required to upgrade and rehabilitate national and provincial roads, as well as other aspects of compensation for lost and damaged assets as per the GoPNG procedures. Similarly, the personnel of the PLO and DLO in most jurisdictions also have experience with MOA and compensation issues.

186. The HRRIP will provide training for land acquisition activities and involuntary resettlement through the Environmental and Social Safeguards Unit for other DOW, HRMG and PLO and DLO staffs. The training program will be spearheaded by the International Social Specialist supported by the National Social Specialist.

XI. IMPLEMENTATION SCHEDULE

187. DOW will begin the implementation process of RP immediately after its approval by the ADB. A timeline for the implementation and post implementation of the RP implementation has been prepared in accordance with different steps covered under this RP and presented in Table 19: RP Implementation Schedule (2016).

TABLE 19: RP IMPLEMENTATION SCHEDULE (2016)

Resettlement Plan Activity	Responsibility	May	June	Jul	Aug	Sep	Oct
Validation of RP	ESSU/HRMG						
Translation of RP into Pidgin	DOW/HRMG						
Distribution/Consultation of RP and information pamphlets in Pidgin	DOW/HRMG						
Submission of RP to ADB for approval	DOW/Consultants						
Disputes/objections (complaints/grievances)	DOW/HRMG/ Court						
Issuance of no-objection for commencement of civil works by ADB	DOW/ADB						
Commencement of civil works	DOW/Contractor						
Quarterly Progress Reporting and semi-annual safeguard monitoring reports to ADB	DOW/HRMG						
Independent evaluation of RP program (After 3-months of the RP Implementation)	IMO						

*Note: The timing of the construction of bus bays will be just after the sealing of the particular road section where these facilities will be located to ensure that these facilities will be undertaken in coordination with the whole road project.

XII. MONITORING AND REPORTING

188. RP activities in the Gewa-Gembogl road project will undergo both internal and external monitoring. Internal monitoring will be conducted by HRMG assisted by the Environmental and Social Safeguards Unit (ESSU). External monitoring will be conducted by the independent Monitoring Organization (IMO) already recruited by DOW and approved by ADB.

A. Internal Monitoring

189. The HRMG assisted by the ESSU will monitor all activities associated with resettlement. The scope of internal monitoring includes: (i) compliance with the RP; (ii) prompt approval, allocation and disbursements of funds and payment to provide assistance, including supplemental compensation for additional and/or unforeseen losses; (iii) progress of implementation of livelihoods enhancement and income restoration measures; (iv) progress of other type of assistance such as drinking water, micro credit, business development training, etc.; (v) consultations with APs and other community leaders; (vi) progress with the design of bus bays/waiting sheds, its field testing and final execution; (vii) operation of the GRM and progress of actual redressal; and (viii) AP engagement in actual construction activities, including women employment. Further information on RP monitoring including proposed indicators are presented in Annex 6.

190. During the implementation of the RP, the HRMG will prepare semi-annual safeguard monitoring reports and submit these reports to DOW and ADB in addition to regular quarterly progress reports as part of project performance monitoring. HRMG will also submit a subproject land acquisition completion report to DOW for clearance and subsequent submission to ADB to request approval to proceed with civil works.

B. External Monitoring

191. The DOW has already recruited an independent monitoring organization (IMO) to conduct external monitoring for HRRIP subprojects that require land acquisition. The external monitoring will focus on the social impacts of the subprojects and whether DPs are able to restore, and preferably improve, their pre-project living standards, incomes, and productive capacity. The final terms of reference for the IMO is found in Annex 7.

192. The IMO will prepare bi-annual monitoring reports; and, conduct post-resettlement evaluations twelve (12) months after compensation is completed for the subproject. All IMO reports will be submitted to HRMG, DOW and ADB.

Annex 1: Issues on Acquiring Customary Land

1. In the Highlands region, the social structure of tribal groups is patriarchal and clans include people who can share a common ancestry through their father's lineage. Each clan has a specific territory; sub-clans or extended family groups are granted rights to use some of the clan territory to meet their basic needs for housing and gardens. Primary rights are reserved for people who are recognized as members of a clan (or its sub-clans); other people may earn secondary rights to a clan's territory through marriage. In all cases, clan territory cannot be alienated.
2. Access to land is a fundamental and defining asset in the livelihood and cultural traditions of the Highlands people. Land is, first and foremost, the basis of subsistence agriculture that provides for the needs of rural households. It is common practice to produce small surpluses that are distributed in kind or in cash (after sale of crops at local markets) to members of the house line or sub-clan; this represents repayment into the social capital of the group (Rivers, 2004). The land is where sacred sites are located; and, where people bury their dead, often at visible locations in order to venerate a community leader who has passed away. Allegiance to one's clan territory remains strong among people who migrate from their communities for short or longer periods. Land is what a family transfers to its next generation as the basis for the continuing cycle of social reproduction.
3. As PNG develops the difficulties inherent in how to mobilize customary land for new economic and physical development become more and more apparent. With respect to works to upgrade road networks, several approaches have been employed. These are identified here as background to the proposed HRRIP approach that is discussed in the next section.
 - i. the implementation of the ADB Loan 1709-PNG DOW negotiated a Memorandum of Agreement (MOA) with affected communities and landowners to acquire the use of customary land without payment of compensation for the upgrading of national and provincial roads.
 - ii. In consultations during the preparation of the HRRIP, people and communities in the Highlands region strongly supported proposals to upgrade and rehabilitate roads, recognizing that this is a necessary condition to improve accessibility and living conditions.
 - iii. Most people in the region consider that existing roads are located on State land, whether or not there has been a formal process to alienate customary land. However, there were some stakeholders who insisted that these roads are located in customary land and are still unpaid when these lands were first used as roads. The intensity of this view of unpaid land varies between provinces in the Highlands Region and is less noticeable in provinces (Morabe and Madang) near the coastal areas.
 - iv. Moreover, in consultations during preparation of T1 and T2 roads for the HRRIP, provincial and district authorities as well as communities along the roads repeatedly

indicated their willingness to contribute additional land without any financial considerations to enable roads to be upgraded.

- v. However, there have been some complaints about the past road upgrading and rehabilitation activities regarding outstanding issues on affected improvements which may influence the acceptability of projects and/or impede the rehabilitation of roads in the HRRIP. These should be reviewed very carefully because the demand for unfounded or obsessive compensation has become an emerging cottage industry and has unnecessarily delayed infrastructure projects in the Highlands Region.

Annex 2: HRRIP Approach in Obtaining MOA

1. HRMG with assistance from the Provincial Administrators and District Administrators, Provincial Works Managers will organize a series of community consultation with local officials (LLG Council Presidents and Ward Councilors), community leaders, displaced people (DPs), other community members and other stakeholders; DPs include all individuals and families that have rights to use land and/or own crops and structures affected by additional land requirements to upgrade or rehabilitate the road.
2. The purpose of the consultation is that all DPs and other stakeholders are fully informed about the HRRIP subproject, the scope of road improvements, the benefits that this will bring to individuals and the community and the strategies to acquire use of land to permit road rehabilitation to proceed, including the use of the MOA; and, the policies and procedures that will apply to the establishment of a public road reserve.
3. During consultations, the community leaders and affected landowners will be asked whether they agree that the use of this land for road improvements (a) is directly linked to benefits they and their community will receive and (b) does not severely affect their living conditions, livelihoods and incomes; and, they are satisfied that (c) community sanctioned measures are in place to replace any land losses such as (1) release of customary land in fallow, idle or reserved in favor of DPs living along the road corridor, (2) adjustments of sub-clan boundaries to mitigate the road impacts, other similar communal mitigating measures.
4. The agreement will be confirmed by a Memorandum of Agreement (MOA) that waives the customary interest in the land (right to exclusive use of the land or permission to use customary land as a public road) in lieu of the public infrastructure. The MOA enumerates the duties and responsibilities of both the government and the customary land owners including the compensation principles for affected assets of displaced persons. An example of a MOA is included Annex 4 Memorandum of Agreement.
5. The MOA will be entered into by the Department of Works as the authorize representative of the Independent State of Papua New Guinea and the customary land owners. The customary land owners will be represented by the local level government (LLG) council president, and all of the ward councilors as duly representatives of the affected tribes, clans and sub—clans. The MOA will be verified by an independent third party such as a designated non-government organization or legal authority. The signed MOA will be submitted to the pertinent government agencies for proper disposition.
6. The HRMG through its community relation officers (CROs) and the Provincial Works Managers will reiterate and explain fully the HRRIP grievance redress mechanisms which were previously mentioned in the MOA. Displaced persons or persons with an interest in the subproject will be advised to clarify or file their complaints and/or grievances related to the MOA or other aspects of the HRRIP (see section regarding grievance redress mechanisms) for mediation and arbitration processes as provided in the mechanisms and avoid prohibited activities enumerated in the Protection of Transport Infrastructure Act of 2010.

Annex 3: Salient Provisions of the 1996 Land Act

1. The Minister may acquire land through a) agreement or b) compulsory purchase, including acquisition of developments to or improvements on the land (Art. 7 and 8). Improvements on land include, among others, buildings, fences, wells, reservoirs, gardens, plantations or fixtures constructed to manage or use land and/or to raise livestock.
2. Acquisition of customary land by agreement shall be on the terms and conditions agreed between the Minister and the customary landowners. However, the Minister may not acquire land that is required or likely to be required by the customary landowners. Further, if the land is likely to be required in the future by customary landowners, the Minister may lease the land (Art.10).
3. In the case of compulsory purchase, the date of acquisition is the expiration of a two month period following the publication of a notice to treat in the National Gazette (Art. 12). The notice to treat must also be served to all landowners or such of them as can, after diligent inquiry, be ascertained; prior to the end of this period, landowners are required to provide particulars regarding their interest in the land, as well as the amount requested to sell their interests to the State (Art. 13). The National Land Commission (NLC) shall hear landowners and shall determine and recommend to the Minister the amounts to be paid.
4. The value of compensation for land acquired under compulsory purchase shall take into consideration a) the value of the land at the date of acquisition, b) the damage (if any) caused by the severance of the land from other land in which the claimant has an interest and c) the enhancement or depreciation in value of the claimant's interest in other land adjoining or severed from the acquired land by virtue of the purpose for which the land is acquired. This enhancement or depreciation in value shall be deducted from or added to, as the case requires, to the amount of compensation otherwise payable (Art. 23).
5. The value of compensation to be paid shall be determined a) by agreement between the Minister and the claimant prior to or after the acquisition (Art. 25 and 26) or b) by arbitration as per the procedures of the Arbitration Act, as agreed by the Minister and the claimant (Art. 27).
6. It is an offence punishable by fines and/or imprisonment of persons who trespass on or unlawfully enter, occupy or use State or customary land, or who refuse to leave that land within 14 days of being notified to do so (Art. 144-146).
7. The procedures for compulsory acquisition of land for major highways (e.g. Highlands Highway) as implemented by the Department of Works (DOW) include:
 - a. When the road design is complete, the Lands and Survey Division (LSD) of DOW commissions a private surveyor to determine the boundaries of the land to be acquired as well as the location, sizes and areas of affected customary land. The completed surveys are submitted to the Surveyor General for registration.

- b. Upon receipt of the registered survey plans, the DOW requests the Department of Land and Physical Planning (DLPP) to issue an instruction to the relevant Provincial Administration (PA) to carry out a land investigation for the proposed acquisition.
- c. The relevant Provincial Land Officer (PLO) (and/or District Land Officer (DLO)) conducts the land investigation and prepares a Land Investigation Report (LIR) including ownership genealogy, rights and interests held in the land; and, an assessment of the value of improvements to land prepared in accordance with the Economic Trees and Plant Price Schedule.
- d. The LIR is submitted to the PA for his/her recommendation for alienation of the land. A copy of the LIR is sent to the Office of the Valuer General to conduct a valuation of the land and improvements.
- e. A copy of the LIR is also sent to the Department of Provincial Affairs that prepares Certificates of Alienability (COA). The COA certifies that there is no impediment to the acquisition of the customary land; it is signed by the Secretary for Provincial Affairs, as well as representatives of affected Local-Level Governments (LLGs).
- f. DOW receives the valuation report and COAs, raises cheques based on the valuation amounts and prepares purchase documents that are forwarded to the Secretary of DLPP for his/her signature. The signed documents and cheques are sent to the PA for execution and payment to landowners.
- g. The DLO, with all relevant forms, makes the offer to the landowners. If accepted, the forms are executed and the money is handed over in accordance with the requirements of the landowners. If rejected, it then goes to the Minister of Lands for a negotiated settlement.



DEPARTMENT OF WORKS



Annex 4 Memorandum of Agreement

Tel: (675) 324 1114
Fax: (675) 324 1102

MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement** entered into by and between;

The Independent State of Papua New Guinea as represented by the Department of Works;

---AND---

The council wards of Bomkan, Gembogl, Goro, Denglagu, Mondiabris, Denglagu, Pompomeri, Gurnigle, Pompomeri, Sitnigle, Gondumakane, Dagl, Bongugl, Kurumugl, Kurumugl, Kombirme, Wamatne, District of Kundiawa-Gembogl, Province of Simbu represented by its wards leaders, district leaders, leaders of clans and sub-clans, the names of which are enumerated at the end of this document;

---WITNESSETH---

Whereas, the State through the Department of Works is formulating, administering and implementing the Highlands Region Roads Improvement Investment Program (HRRIP), an ADB funded program for the upgrading, rehabilitation and maintenance of selected roads in the Highlands Region Road Network;

Whereas, one of the qualification of a road for the HRRIP is that it is an existing or former road, that is, the road bench exists and restitution of a trafficable road does not require major earthworks or construction of structures and the local population as well as district and provincial administrators have clearly stated their support for upgrading and rehabilitation of the pre-selected road;

Whereas, the Gewa – Gembogl road section has been pre-selected by the State through the Department of Works (DOW) and approved by the Asian Development Bank (ADB) based on certain assumptions including two conditions namely that the right to use (a) existing road carriage has been negotiated in the past when such road was constructed, and (b) additional land to be required for the HRRIP project has been negotiated with the customary owners;

Whereas, after diligent searches and inquiries from the relevant government agencies, the existence of a written document on the agreement for the use of customary land in the past cannot be ascertained and that the agreement may not have been put into writing;

Whereas, the absence of any proof of the existence of previous agreements for the use of the existing road carriage and the use of additional road width for the HRRIP project by the government require a written agreement for the continued inclusion of the selected road to the HRRIP because the previous assumptions of the existence of these documents for the use of existing road and additional land may not be defensible;

Whereas, there is an urgent need to have a written agreement on land use for the eligibility of the selected Gewa – Gembogl road section with the HRRIP and avoid any future conditions that would give rise to misunderstandings, resentments and possible conflicts on the right to use the customary lands;

Whereas, the clans and communities who jointly own the customary land are fully aware of the benefits of an ungraded and rehabilitated road for their communities such as faster travelling time and cheaper

transport costs, better access to health and educational facilities, increase economic activities, better access of farm products to markets among others;

Whereas, the clans and communities, who jointly own the affected customary land that will be needed by the government for road improvements, are fully supportive of the proposed project to improve the existing road section passing through their communities, wards and districts;

Whereas, the clans and communities, who jointly own the affected customary land are desirous for the road section which is located in their customary land, to retain its status as a pre-selected road of HRRIP subject to a feasibility study including qualifications of the project's eligibility criteria and detailed engineering design;

Whereas, there is an urgent need for a close public – tribal partnership between the Independent State of Papua New Guinea as represented by the Department of Works who has the legal mandate to undertake infrastructure development in the country and the clans and communities who jointly own the customary land where the proposed road development will be constructed;

NOW, THEREFORE, for and in consideration of the foregoing premises and covenants hereinafter stipulated, the Independent State of Papua New Guinea, represented in this Memorandum of Agreement by the Department of Works (DOW) and the clans and communities who jointly own the customary land where the existing road carriage is located and the additional land that will be required to improve the existing road have entered into this agreement as follows:

1.0 Identification and Location of Road Section

1.1 DOW has considered the road section from Gewa to Gembogl as a pre-selected road for the HRRIP. This road section has a length of around 20.45Km and will start at chainage 10+580 located at Gewa and will end at chainage 31+025 at Gembogl.

1.2 We certify that we, as individuals and representatives of our communities and clans, are the exclusive customary owners of the road section that is a pre-selected road for the HRRIP. The particulars of our customary land are described below;

Road section: Gewa - Gembogl
 Chainage: From 10+580 to 19+000
 Wards: Bomkan, Gembogl, Goro, Denglagu, Mondiabris, Denglagu, Pompomeri, Gurnigle, Pompomeri, Sitnigle, Gondumakane, Dagl, Bongugl, Kurumugl, Kurumugl, Kombirme, Wamatne.
 District/Province: Kundiawa-Gembogl, Simbu.

2.0 Additional Land Requirements

The upgrading and rehabilitation of this pre-selected road will require additional customary land and that based on the existing road and the proposed road, both described below, the preliminary estimate of the DOW for the additional land requirement is 11.02 hectares,

Existing Road	Proposed Road
Carriageway 3.50 meters Formation width 3.80 meters Total width 4.22 meters, to outside of drainage structures Total area 3.55 hectares of existing road within the customary land.	Carriageway 8.00 meters Formation width 9.00 meters Total width 17.31 meters of construction limits Total area 14.57 hectares of proposed road
Difference of area between existing road and proposed road: 11.02 hectares (additional land required)	

3.0 Agreement

3.1 Responsibilities and Commitments of Clans and Communities

1. We, members and representatives of the clans and communities who jointly own the customary lands on the above mentioned road section agree to permit the Independent State of Papua New Guinea (State), as represented by DOW, to use our additional customary land for the upgrading, rehabilitating and maintaining the road section described above exclusively under the HRRIP and guarantee the unimpeded use of the road by the public;
2. That in recognition of the fact that the road project which will provide development and livelihood opportunities for our communities, we voluntarily waive our rights to compensation for the following two types of trees/crops listed in the 2013 Valuer General's Compensation Schedule, whose economic value is not significant: timber trees identified under Category D and crops measured based on area.¹ We will harvest our affected trees/crops before the road construction and will use the produce for household needs or sell them and retain the sale proceeds with ourselves.
3. Except for the minor trees/crops mentioned above, the government will provide compensation for other major crops/trees as well affected structures and assets (see section 3.2 below).
4. That we enter into this agreement on the basis of our free and prior informed choice and consent, having been provided with full information by the State through the DOW and DLPP about the HRRIP project and are fully aware of the consequences for our tribes, clans/sub-clans and communities and waive any and all customary interests over the additional lands in lieu of public infrastructure;
5. That we are aware that the State will be using public funds for the improvement of roads situated in customary lands and if the issue of land use is not properly addressed now, future generations of customary owners may restrict and limit public and private vehicles from using the improved road that may cause conflict and unrest in our communities and villages;
6. That our full permission for the State to use the additional land is premised on the existence of the said road and in the event that the use of our customary land as a road is discontinued for any cause, our permission will also cease and the use of the land will revert to the former owners and users of the land at the time of taking;
7. That we are validating and reiterating the permission given by our ascendants to permit the State through the DOW, to use our customary lands where the existing road carriage is located and in the event that the use of our customary land as a road is discontinued for any cause, our permission will also cease and the use of the land will revert to the former users of the land at the time of taking;
8. In the event that the State will seek to use or establish a public road reserve beyond the actual construction limits of the proposed road under the HRRIP, the required additional lands is not included in the subject matter of this MOA and will require a separate agreement with the customary land owners;
9. That if there are any dislocations on land use that will be caused to any member of our clans and community because of the additional land requirement of the road, in considerations for the positive effects of the project, our clans and communities involved will address this issue based on our customs and traditions and provide for adequate land replacement;
10. That we are representing all the clans and communities that jointly owned the land as described in Section 2 of this agreement and that we will all be jointly responsible to control and supervise our ranks in complying with the terms and conditions of this agreement.

¹ Crops identified by area in the 2013 Valuer General Compensation Schedule are the following; Green vegetable (mixed), Oenanthe, rice, sorghum, watercress, wheat, wild scrambling bamboo, kunai grass, mat weaving plant, sago (wild) and other similar crops.

11. That we are guaranteeing the State on behalf of all members of this community and its clans that there will be no land claims or grievances on the existing road as well as on the additional land required and that there will be no disruption and/or disturbance of the civil works to upgrade and rehabilitate the road;
12. That in the event that there is disruption and/or disturbance of data gathering for planning, surveys and during the implementation of civil works of the above road section, the clan and/or community involved will be jointly liable for the appropriate remedies and the erring person who may be criminally liable, be surrendered to the proper authorities for the appropriate legal measures.

3.2 Responsibilities and Commitments of the State through the Department of Works

1. The DOW has minimized as far as possible additional land requirements for the improvement of the existing road based on existing road standards to ensure the safety of passengers and vehicles using the improved road. However, there are instances that improvements in the hairpin curves sections, relocation of some bridges and improvement in the drainage system will result in using more lands than expected which are unavoidable but necessary to improve the safety of the existing road carriage.
2. DOW has conducted a detailed measurement survey to determine the additional land required to upgrade, rehabilitate and maintain the above mentioned road section based on the detailed engineering design and has a list of all the affected persons (APs) and their affected assets such as annual crops, perennial plants and trees, fences, structures, and graves and these will all be compensated based on the 2013 Valuer General's Compensation Schedule (hereinafter referred to as the Schedule);
3. The clans and communities will ensure that after the detailed measurement survey, there will be no new structures built or crops, plants, trees planted within the construction limits. Structures built and improvements planted or made after the detailed measurement survey (cut-off date) will not be compensated.
4. *Temporary Use of Land* – The road contractor will negotiate with customary land owners for the temporary use of customary land for the construction camps, motor pools, stockpile areas for aggregates, etc. The road contractors will be responsible for the restoration of the area after the completion of the road as part of their contract.
5. *Compensation for Loss of Annual Crops* – APs will be encouraged to harvest their annual crops specified under Category B of the Valuer General's Compensation Schedule; in this case, no compensation will be paid. However, if the annual crops under Category B are not yet harvestable by the time of land taking within 6 months period from the DMS, compensation will be based on the Valuer General's 2013 Compensation Schedule. In all cases, if the land taking is more than 6 months from the detailed measurement survey (DMS) that has been notified to APs as a cut-off-date, standing annual crops under category B are presumed to have been planted after the DMS (cut-off date) and shall not be compensable.
6. *Compensation for Loss of Perennial Plants and Trees* – Compensation for lost plants and/or trees will be paid based on the Valuer General's 2013 Compensation Schedule except otherwise provided for in the Schedule.²
7. *Compensation For Loss of Timber Trees* – For timber trees identified under Category D (forest trees) of the 2013 Schedule, APs have agreed to cut their affected forest trees, use the produce for household needs or sell them and keep the proceeds of the sale.
8. *Compensation For Loss of Fences* – Fences constructed of wood or metal will have a compensation rate equal to the current market price (per meter) for similar fencing materials, as determined in the subproject area. For vegetation fences, the compensation will be based on the Schedule for the type of plant material used.

²All natural occurring trees with a diameter of less than 6 centimeters at a height of 2.00 meters or natural occurring trees less than 2 meters in height shall not be subject of compensation claims as provided by the 2013 Compensation Schedule.

9. *Compensation for Loss of Semi-Permanent or Temporary Structures* – Semi-permanent or temporary structures may be located close to the road and it may be necessary to shift these buildings back in order to upgrade the road. In this instance, APs will be provided with a shifting allowance to cover the costs of this activity. If such structures cannot be moved, APs are entitled to compensation at replacement cost for the materials and labor to repair or reconstruct a similar structure.
10. *Compensation for Loss of Graves* – Compensation will be paid for the affected graves based on the Schedule. In addition, HRRIP will pay an additional grant to ensure that compensation received is equal to the costs for reburial and construction of new grave.
11. *Construction Employment* – People affected by permanent or temporary loss of land or by damage or loss of crops, trees or structures will be given priority for employment by contractors for civil works and/or maintenance works on the road, preferably on road sections where they own the customary land, provided that these applicants are qualified to perform the work required.
12. *Shifting Allowance* – The value of the shifting allowance will be calculated based on the provincial minimum wage as established by the Minimum Wage Board for a maximum period of two months. At the time that the shifting allowance is paid, the landowner will sign an agreement with DOW and/or DLO regarding the date by which the structure will be removed from the land required to upgrade/rehabilitate the road.
13. *Business Disruption Allowance* – APs that own a temporary or semi-permanent structure that is used as a trade store or for other business purposes that must be shifted a short distance to a location outside the area designated for the road are entitled to an allowance to cover the loss of business income while the structure is being shifted calculated based on the provincial minimum wage as established by the Minimum Wage Board for a period equal to number of days of disrupted business.
14. *Time for Valuation of Assets* – The valuation of assets will be made at the time of the detailed measurement survey (DMS) conducted following completion of detailed engineering design calculated based on the Valuer General's Compensation Schedule and assessing the requirement for additional grants and the grant amount based on existing conditions in the subproject area.
15. *Delayed Payment* – If payment of compensation is delayed, compensation rates will be updated regularly based on inflation rates to ensure that APs receive compensation at replacement cost at the time of compensation payment.
16. *Full Payment of Compensation* – APs are entitled to payment of all compensation based on the DMS prior to clearance of land and start of civil works. DOW will ensure that all procedures are followed to facilitate payment of APs prior to the start of civil works. In the case of affected crops, trees and structures, the compensation owed will be paid directly to the person who owns these assets.
17. All land acquisition activities will be coordinated with the civil works schedule. Civil works contractors will not be issued a notice of possession of the site until (i) compensation and relocation of APs have been satisfactorily completed; (ii) agreed rehabilitation assistance is in place; and, (iii) the site is free of all encumbrances.

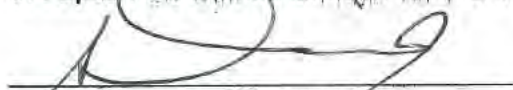
4.0 General Conditions


1. If the negotiated agreement for the use of the customary land as roads, both for the existing road and for the whole road section as described earlier have not been attained for any cause, both parties agree that this memorandum of agreement will become null and void and unenforceable to any or both parties; In this case, the State through the DOW will inform in writing the clans and communities through their leaders and representatives about this development and this is sufficient notice for the State to invoke the unenforceability of the MOA;

2. The State through the DOW and its consultant together with the provincial, district and ward administrations will conduct periodic consultations and encourage active participation of affected clans and communities covered by this road section to inform and update all stakeholders of the development of the project;
3. The State through the DOW in collaboration with the provincial and/or district land officer will institute a grievance process based on the accepted practices of mediation to address any complaint or issue regarding the valuation of asset or any resettlement related matter. If the complaint or issue is not resolved in this level, the HRRIP will adopt procedures to refer matters to the system of land courts as set out in the Land Disputes Settlement Act;
4. In the event of grievances that cannot be resolved through mediation at the local level, the State through the relevant authorities will hold the compensation amounts in escrow. Compensation will be paid in full upon final resolution of the case in the courts or other forum, in accordance with the entitlements of the affected person;
5. This MOA repeals and/or supersedes any written or verbal agreement for the use of customary land on the existing road carriage and the proposed road referred to in Section 2 of this MOA issued previously by either the DLPP, DOW and the customary land owners;
6. No amendment or additional terms and conditions to this MOA shall be deemed binding between the parties unless mutually agreed upon by them in writing.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 5th day of MAY, 2015.

By and on behalf of the Independent State
of Papua New Guinea Minister for Works


(Name and Signature)


(Designation)

[illegible]

**GEWA – GEMBOGL ROAD PROJECT SIMBU – 2011-2014
MITNANDE LOCAL LEVEL GOVERNMENT COUNCIL**

No	Name Of Leader & Status:	Council Ward:	Village:	Clan & Sub Clan:	Signature:	Date:
1	Cr. John Banda	BOMKAN	BOMKAN	Wandigle		
2	Cr. Philip Kawagle	GEMBOGL	GEMBOGL	Mauglaku		
3	Cr. Komba Damien	GORO				
4	Danny Kunda	DENGLAGU	ENGRE MAMBUNO	Denglagu		
5	Cr. Issack Bonma	MONDIABRIS	WAIMAMBUNO	Siako		
6	Cr. Tony Naur	DENGLAGU	GEMBOGL	Denglagu		
7	Cr. Martin Bolkun	POMPOMERI	POMPOMERI	Inaugl		
8	Cr. John Ulxka Bike	GURNIGLE	GURNIGLE	Inaugl		
9	Cr. UmbaLaka	POMPOMERI	POMPOMERI	Inaugl		
10	Joe Wii	SITNIGLE	SITNIGLE	Inaugl		
11	Cr. Peter Par	GONDUMAKANE	GONDUMAKANE	Inaugl		
12	Cr. Joseph Miugle	DAGL		Komkane		
13	Cr. Peter Wamuna	BONGUGL	BONGUGL	Kuglxkane		
14	Cr. John Gende	KURUMUGL	KURUMUGL	Sambuglakane		
15	Cr. Joseph Simbai	KURUMUGL	KURUMUGL	Inauglkane		
16	Cr. HenkDua	KOMBIRME	KOMBIRNE	Gandignem		
17	Cr. John Kambe	WOMATNE	WOMATNE	Niglnumbunem		
18		PRESIDENT				

Witness:

I, Siwi Kuman, a Provincial Lands Officer of Simbu Province, a public servant of Papua New Guinea, do hereby certify that the contents of this Agreement were read over by _____ in the _____ language that is understood by the signatories to this Agreement and I further certify that to the best of my knowledge and belief the contents of this Agreement are understood by the signatories hereto.

Dated at 10th this FRIDAY day of APRIL 2015

Signature: [Signature] Designation: DLO

1.

Third Party Validation Letter

I/We provide the independent verification for the Memorandum of Agreement (MOA) signed on 10th April 2015 (insert date) between the Government of PNG represented by the Department of Works and Landowner Clans of **Mitnande Local Level Government (LLG)** whose wards are enumerated in the first page of the MOA on the use of **11.2 hectares** of land for the upgrading and rehabilitation of the Gewa -- Gembogl sub-project road under the Highlands Region Road Improvement and Investment Program (HRRIP); that (i) the landowners support the upgrading and rehabilitation of the road and have agreed to provide the use of the affected land; (ii) consultations and negotiations with landowners have been undertaken meaningfully, freely and in good faith and the landowners have made informed decisions on the use of customary land, and (iii) terms and conditions of the MOA have been explained to the landowners and they fully understood and agreed to all the terms and conditions of the MOA.


I/We have reviewed the documentation on the identification of affected landowners and the consultation and negotiation processes leading up to the signing of the MOA and have found them to be regular, transparent and acceptable. This third party verification is based on our independent validation of the following;

- That public consultations with landowners have been undertaken and that they were provided with relevant project information as per HRRIP resettlement framework.
- That the Memorandum of Agreement is voluntary (free from coercion) and that the landowners have fully understood and agreed to the MOA terms and conditions;
- That the landowner representatives signing the MOA are authorized and duly represent the landowners;
- That the contribution of the land to the project by the customary landowners will not cause undue hardships to any of them or to any third party or individuals;
- That the loss of all assets on land (structures, trees, crops, etc.) have been identified and sufficiently addressed for compensation in the resettlement plan (RP).
- That the schedule of compensation for the loss of assets on land included in the RP represents a fair and reasonable replacement cost based on market prices; and
- That the MOA is in compliance with applicable laws of PNG, including the Fairness of Transaction Act of 1993 as well as all safeguard requirements stipulated in the RP.

This Third Party Verification Letter is an attachment and forms part of the signed copies of the MOAs.

Signature: Date: 10th April 2015

Name of Magistrate:

Official Stamp: 



P O Box 1108
BOROKO, NCD
Papua New Guinea

DEPARTMENT OF WORKS



Tel: (675) 324 1114
Fax: (675) 324 1102

MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement** entered into by and between;

The Independent State of Papua New Guinea as represented by the Department of Works;

---AND---

The council wards of Goglme, Anganere1, Bonakaglingu, Anganere2, Goglme Mambuno, Duglpagl, Genai, Kangri, Mainagle, Yombai, Simbange, Mandime, Gere, District of Kundiawa- Gembogl, Province of Simbu represented by its wards leaders, district leaders, leaders of clans and sub-clans, the names of which are enumerated at the end of this document;

---WITNESSETH---

Whereas, the State through the Department of Works is formulating, administering and implementing the Highlands Region Roads Improvement Investment Program (HRRIP), an ADB funded program for the upgrading, rehabilitation and maintenance of selected roads in the Highlands Region Road Network;

Whereas, one of the qualification of a road for the HRRIP is that it is an existing or former road, that is, the road bench exists and restitution of a trafficable road does not require major earthworks or construction of structures and the local population as well as district and provincial administrators have clearly stated their support for upgrading and rehabilitation of the pre-selected road;

Whereas, the Gewa – Gembogl road section has been pre-selected by the State through the Department of Works (DOW) and approved by the Asian Development Bank (ADB) based on certain assumptions including two conditions namely that the right to use (a) existing road carriage has been negotiated in the past when such road was constructed, and (b) additional land to be required for the HRRIP project has been negotiated with the customary owners;

Whereas, after diligent searches and inquiries from the relevant government agencies, the existence of a written document on the agreement for the use of customary land in the past cannot be ascertained and that the agreement may not have been put into writing;

Whereas, the absence of any proof of the existence of previous agreements for the use of the existing road carriage and the use of additional road width for the HRRIP project by the government require a written agreement for the continued inclusion of the selected road to the HRRIP because the previous assumptions of the existence of these documents for the use of existing road and additional land may not be defensible;

Whereas, there is an urgent need to have a written agreement on land use for the eligibility of the selected Gewa – Gembogl road section with the HRRIP and avoid any future conditions that would give rise to misunderstandings, resentments and possible conflicts on the right to use the customary lands;

Whereas, the clans and communities who jointly own the customary land are fully aware of the benefits of an ungraded and rehabilitated road for their communities such as faster travelling time and cheaper

transport costs, better access to health and educational facilities, increase economic activities, better access of farm products to markets among others;

Whereas, the clans and communities, who jointly own the affected customary land that will be needed by the government for road improvements, are fully supportive of the proposed project to improve the existing road section passing through their communities, wards and districts;

Whereas, the clans and communities, who jointly own the affected customary land are desirous for the road section which is located in their customary land, to retain its status as a pre-selected road of HRRIP subject to a feasibility study including qualifications of the project's eligibility criteria and detailed engineering design;

Whereas, there is an urgent need for a close public – tribal partnership between the Independent State of Papua New Guinea as represented by the Department of Works who has the legal mandate to undertake infrastructure development in the country and the clans and communities who jointly own the customary land where the proposed road development will be constructed;

NOW, THEREFORE, for and in consideration of the foregoing premises and covenants hereinafter stipulated, the Independent State of Papua New Guinea, represented in this Memorandum of Agreement by the Department of Works (DOW) and the clans and communities who jointly own the customary land where the existing road carriage is located and the additional land that will be required to improve the existing road have entered into this agreement as follows:

1.0 Identification and Location of Road Section

1.1 DOW has considered the road section from Gewa to Gembogl as a pre-selected road for the HRRIP. This road section has a length of around 20.45Km and will start at chainage10+580 located at Gewa and will end at chainage31+025 at Gembogl.

1.2 We certify that we, as individuals and representatives of our communities and clans, are the exclusive customary owners of the road section that is a pre-selected road for the HRRIP. The particulars of our customary land are described below;

Road section: Gewa - Gembogl
 Chainage: From 19+000 to 31+025
 Wards: Goglme, Anganere1, Bonakaglingu, Anganere2, Goglme Mambuno, Duglpagl, Genai, Kangri, Mainagle, Yombai, Simbange, Mandime, Gere
 District/Province: Kundiawa-Gembogl, Simbu.

2.0 Additional Land Requirements

The upgrading and rehabilitation of this pre-selected road will require additional customary land and that based on the existing road and the proposed road, both described below, the preliminary estimate of the DOW for the additional land requirement is 19.24 hectares,

Existing Road	Proposed Road
Carriageway 3.00 meters Formation width 3.20 meters Total width 3.37 meters, to outside of drainage structures Total area 4.05 hectares of existing road within the customary land.	Carriageway 8.00 meters Formation width 9.00 meters Total width 19.36 meters of construction limits Total area 23.29 hectares of proposed road
Difference of area between existing road and proposed road: 19.24 hectares (additional land required)	

3.0 Agreement

3.1 Responsibilities and Commitments of Clans and Communities

1. We, members and representatives of the clans and communities who jointly own the customary lands on the above mentioned road section agree to permit the Independent State of Papua New Guinea (State), as represented by DOW, to use our additional customary land for the upgrading, rehabilitating and maintaining the road section described above exclusively under the HRRIP and guarantee the unimpeded use of the road by the public;
2. That in recognition of the fact that the road project which will provide development and livelihood opportunities for our communities, we voluntarily waive our rights to compensation for the following two types of trees/crops listed in the 2013 Valuer General's Compensation Schedule, whose economic value is not significant: timber trees identified under Category D and crops measured based on area.¹ We will harvest our affected trees/crops before the road construction and will use the produce for household needs or sell it and retain the sale proceeds with ourselves.
3. Except for the minor trees/crops mentioned above, the government will provide compensation for other major crops/trees as well affected structures and assets (see section 3.2 below).
4. That we enter into this agreement on the basis of our free and prior informed choice and consent, having been provided with full information by the State through the DOW and DLPP about the HRRIP project and are fully aware of the consequences for our tribes, clans/sub-clans and communities and waive any and all customary interests over the additional lands in lieu of public infrastructure;
5. That we are aware that the State will be using public funds for the improvement of roads situated in customary lands and if the issue of land use is not properly addressed now, future generations of customary owners may restrict and limit public and private vehicles from using the improved road that may cause conflict and unrest in our communities and villages;
6. That our full permission for the State to use the additional land is premised on the existence of the cause, our permission will also cease and the use of the land will revert to the former owners and users of the land at the time of taking; said road and in the event that the use of our customary land as a road is discontinued for any
7. That we are validating and reiterating the permission given by our ascendants to permit the State through the DOW, to use our customary lands where the existing road carriage is located and in the event that the use of our customary land as a road is discontinued for any cause, our permission will also cease and the use of the land will revert to the former users of the land at the time of taking;
8. In the event that the State will seek to use or establish a public road reserve beyond the actual construction limits of the proposed road under the HRRIP, the required additional lands is not included in the subject matter of this MOA and will require a separate agreement with the customary land owners;
9. That if there are any dislocations on land use that will be caused to any member of our clans and community because of the additional land requirement of the road, in considerations for the positive effects of the project, our clans and communities involved will address this issue based on our customs and traditions and provide for adequate land replacement;
10. That we are representing all the clans and communities that jointly owned the land as described in Section 2 of this agreement and that we will all be jointly responsible to control and supervise our ranks in complying with the terms and conditions of this agreement.

¹ Crops identified by area in the 2013 Valuer General Compensation Schedule are the following: Green vegetable (mixed), Oenanthe, rice, sorghum, watercress, wheat, wild scrambling bamboo, kunai grass, mat weaving plant, sago (wild) and other similar crops.

11. That we are guaranteeing the State on behalf of all members of this community and its clans that there will be no land claims or grievances on the existing road as well as on the additional land required and that there will be no disruption and/or disturbance of the civil works to upgrade and rehabilitate the road;
12. That in the event that there is disruption and/or disturbance of data gathering for planning, surveys and during the implementation of civil works of the above road section, the clan and/or community involved will be jointly liable for the appropriate remedies and the erring person who may be criminally liable, be surrendered to the proper authorities for the appropriate legal measures.

3.2 Responsibilities and Commitments of the State through the Department of Works

1. The DOW has minimized as far as possible additional land requirements for the improvement of the existing road based on existing road standards to ensure the safety of passengers and vehicles using the improved road. However, there are instances that improvements in the hairpin curves sections, relocation of some bridges and improvement in the drainage system will result in using more lands than expected which are unavoidable but necessary to improve the safety of the existing road carriage.
2. DOW has conducted a detailed measurement survey to determine the additional land required to upgrade, rehabilitate and maintain the above mentioned road section based on the detailed engineering design and has a list of all the affected persons (APs) and their affected assets such as annual crops, perennial plants and trees, fences, structures, and graves and these will all be compensated based on the 2013 Valuer General's Compensation Schedule (hereinafter referred to as the Schedule);
3. The clans and communities will ensure that after the detailed measurement survey, there will be no new structures built or crops, plants, trees planted within the construction limits. Structures built and improvements planted or made after the detailed measurement survey (cut-off date) will not be compensated.
4. *Temporary Use of Land* – The road contractor will negotiate with customary land owners for the temporary use of customary land for the construction camps, motor pools, stockpile areas for aggregates, etc. The road contractors will be responsible for the restoration of the area after the completion of the road as part of their contract.
5. *Compensation for Loss of Annual Crops* – APs will be encouraged to harvest their annual crops specified under Category B of the Valuer General's Compensation Schedule; in this case, no compensation will be paid. However, if the annual crops under Category B are not yet harvestable by the time of land taking within 6 months period from the DMS, compensation will be based on the Valuer General's 2013 Compensation Schedule. In all cases, if the land taking is more than 6 months from the detailed measurement survey (DMS) that has been notified to APs as a cut-off-date, standing annual crops under category B are presumed to have been planted after the DMS (cut-off date) and shall not be compensable.
6. *Compensation for Loss of Perennial Plants and Trees* – Compensation for lost plants and/or trees will be paid based on the Valuer General's 2013 Compensation Schedule except otherwise provided for in the Schedule.²
7. *Compensation For Loss of Timber Trees* – For timber trees identified under Category D (forest trees) of the 2013 Schedule, APs have agreed to cut their affected forest trees, use the produce for household needs or sell them and keep the proceeds of the sale.
8. *Compensation For Loss of Fences* – Fences constructed of wood or metal will have a compensation rate equal to the current market price (per meter) for similar fencing materials, as determined in the subproject area. For vegetation fences, the compensation will be based on the Schedule for the type of plant material used.

²All natural occurring trees with a diameter of less than 6 centimeters at a height of 2.00 meters or natural occurring trees less than 2 meters in height shall not be subject of compensation claims as provided by the 2013 Compensation Schedule.

9. *Compensation for Loss of Semi-Permanent or Temporary Structures* – Semi-permanent or temporary structures may be located close to the road and it may be necessary to shift these buildings back in order to upgrade the road. In this instance, APs will be provided with a shifting allowance to cover the costs of this activity. If such structures cannot be moved, APs are entitled to compensation at replacement cost for the materials and labor to repair or reconstruct a similar structure.
10. *Compensation for Loss of Graves* – Compensation will be paid for the affected graves based on the Schedule. In addition, HRRIP will pay an additional grant to ensure that compensation received is equal to the costs for reburial and construction of new grave.
11. *Construction Employment* – People affected by permanent or temporary loss of land or by damage or loss of crops, trees or structures will be given priority for employment by contractors for civil works and/or maintenance works on the road, preferably on road sections where they own the customary land, provided that these applicants are qualified to perform the work required.
12. *Shifting Allowance* – The value of the shifting allowance will be calculated based on the provincial minimum wage as established by the Minimum Wage Board for a maximum period of two months. At the time that the shifting allowance is paid, the landowner will sign an agreement with DOW and/or DLO regarding the date by which the structure will be removed from the land required to upgrade/rehabilitate the road.
13. *Business Disruption Allowance* – APs that own a temporary or semi-permanent structure that is used as a trade store or for other business purposes that must be shifted a short distance to a location outside the area designated for the road are entitled to an allowance to cover the loss of business income while the structure is being shifted calculated based on the provincial minimum wage as established by the Minimum Wage Board for a period equal to number of days of disrupted business.
14. *Time for Valuation of Assets* – The valuation of assets will be made at the time of the detailed measurement survey (DMS) conducted following completion of detailed engineering design calculated based on the Valuer General's Compensation Schedule and assessing the requirement for additional grants and the grant amount based on existing conditions in the subproject area.
15. *Delayed Payment* – If payment of compensation is delayed, compensation rates will be updated regularly based on inflation rates to ensure that APs receive compensation at replacement cost at the time of compensation payment.
16. *Full Payment of Compensation* – APs are entitled to payment of all compensation based on the DMS prior to clearance of land and start of civil works. DOW will ensure that all procedures are followed to facilitate payment of APs prior to the start of civil works. In the case of affected crops, trees and structures, the compensation owed will be paid directly to the person who owns these assets.
17. All land acquisition activities will be coordinated with the civil works schedule. Civil works contractors will not be issued a notice of possession of the site until (i) compensation and relocation of APs have been satisfactorily completed; (ii) agreed rehabilitation assistance is in place; and, (iii) the site is free of all encumbrances.

4.0 General Conditions

1. If the negotiated agreement for the use of the customary land as roads, both for the existing road and for the whole road section as described earlier have not been attained for any cause, both parties agree that this memorandum of agreement will become null and void and unenforceable to any or both parties; In this case, the State through the DOW will inform in writing the clans and communities through their leaders and representatives about this development and this is sufficient notice for the State to invoke the unenforceability of the MOA;

2. The State through the DOW and its consultant together with the provincial, district and ward administrations will conduct periodic consultations and encourage active participation of affected clans and communities covered by this road section to inform and update all stakeholders of the development of the project;
3. The State through the DOW in collaboration with the provincial and/or district land officer will institute a grievance process based on the accepted practices of mediation to address any complaint or issue regarding the valuation of asset or any resettlement related matter. If the complaint or issue is not resolved in this level, the HRRIP will adopt procedures to refer matters to the system of land courts as set out in the Land Disputes Settlement Act;
4. In the event of grievances that cannot be resolved through mediation at the local level, the State through the relevant authorities will hold the compensation amounts in escrow. Compensation will be paid in full upon final resolution of the case in the courts or other forum, in accordance with the entitlements of the affected person;
5. This MOA repeals and/or supersedes any written or verbal agreement for the use of customary land on the existing road carriage and the proposed road referred to in Section 2 of this MOA issued previously by either the DLPP, DOW and the customary land owners;
6. No amendment or additional terms and conditions to this MOA shall be deemed binding between the parties unless mutually agreed upon by them in writing.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 5th day of MAY, 2015.

By and on behalf of the Independent State
of Papua New Guinea Minister for Works


(Name and Signature)


(Designation)

GEWA – GEMBOGL ROAD PROJECT SIMBU – 2011-2014

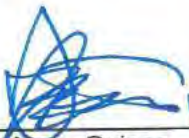
NIGLKANDE LOCAL LEVEL GOVERNMENT COUNCIL

No	Name of Leader & Status	Council Word	Village	Clan & Sub Clan	Signature	Date
1	Elizabeth Nyilai	Women Rep	Minga	Korag/Ku	EL	10/04/15
2	Rose max	Church Rep	Gag/me	Kombri		10/04/15
3						
4						
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16						

GEWA – GEMBOGL ROAD PROJECT SIMBU – 2011-2014
NIGLKANDE LOCAL LEVEL GOVERNMENT COUNCIL

No	Name Of Leader & Status:	Council Ward:	Village:	Clan & Sub Clan:	Signature:	Date:
1	Cr. Florian OldmanEndy	Goglme	Goglme	Kikin/Doglbun		
2			Mainagle			
3	Cr. Mark pailot	Anganere (1)	Anganere	Grai/Tamagla		
4	Cr. Tobi Dekemba	Bona Kaglingu	Bona Kaglingu	Grai/Tamagla		
5	Cr. AloisYuainde	Anganere (2)	Anganere	Nunu		
6	Cr. Banny Maine	GaglmaMambuno	GaglmaMambuno	Yomane		
	Cr. AurUmba	Duglpagl	Duglpagl	Doglbun		
7	Cr. John Gogla	Genai	Genai	Kengaglku		
8	Cr. Par Bare	Kangri	Kangri	Kalaku		
9	Cr. Benny Mondo Marang	Mainagle	Mainagle	Kombri		
10	Cr. John Bike	Yombai	Yombai	Gandi/Koraglku		
11	Boi William	Simbange	Simbange	Mende/Koromba		
12	Cr. John Nogali	Mandime	Mandime	Kengaglku		
13	Joseph Kama	Gere	Gere	Grai/Tamagla		
	PRESIDENT	ELECTED BY THE PEOPLE				
	ANDREW WENA BAN	PRESIDENT - NIGLKANDE				

Witness:

I,  **KUIPA Tommy**, a Provincial Lands Officer of Simbu Province, a public servant of Papua New Guinea, do hereby certify that the contents of this Agreement were read over by _____ in the _____ language that is understood by the signatories to this Agreement and I further certify that to the best of my knowledge and belief the contents of this Agreement are understood by the signatories hereto.

Dated at 10th this APRIL day of 2015

Signature:  Designation: PLC
NAME: KUIPA Tommy

Third Party Validation Letter

I/We provide the independent verification for the Memorandum of Agreement (MOA) signed on 10th April 2015 (insert date) between the Government of PNG represented by the Department of Works and Landowner Clans of **Niglkande Local Level Government (LLG)** whose wards are enumerated in the first page of the MOA on the use of **19.24 hectares** of land for the upgrading and rehabilitation of the Gewa – Gembogl road under the Highlands Region Road Improvement and Investment Program (HRRIP); that (i) the landowners support the upgrading and rehabilitation of the road and have agreed to provide the use of the affected land; (ii) consultations and negotiations with landowners have been undertaken meaningfully, freely and in good faith and the landowners have made informed decisions on the use of customary land, and (iii) terms and conditions of the MOA have been explained to the landowners and they fully understood and agreed to all the terms and conditions of the MOA.

I/We have reviewed the documentation on the identification of affected landowners and the consultation and negotiation processes leading up to the signing of the MOA and have found them to be regular, transparent and acceptable. This third party verification is based on our independent validation of the following;

- That public consultations with landowners have been undertaken and that they were provided with relevant project information as per HRRIP resettlement framework.
- That the Memorandum of Agreement is voluntary (free from coercion) and that the landowners have fully understood and agreed to the MOA terms and conditions;
- That the landowner representatives signing the MOA are authorized and duly represent the landowners;
- That the contribution of the land to the project by the customary landowners will not cause undue hardships to any of them or to any third party or individuals;
- That the loss of all assets on land (structures, trees, crops, etc.) have been identified and sufficiently addressed for compensation in the resettlement plan (RP).
- That the schedule of compensation for the loss of assets on land included in the RP represents a fair and reasonable replacement cost based on market prices; and
- That the MOA is in compliance with applicable laws of PNG, including the Fairness of Transaction Act of 1993 as well as all safeguard requirements stipulated in the RP.

This Third Party Verification Letter is an attachment and forms part of the signed copies of the MOAs.

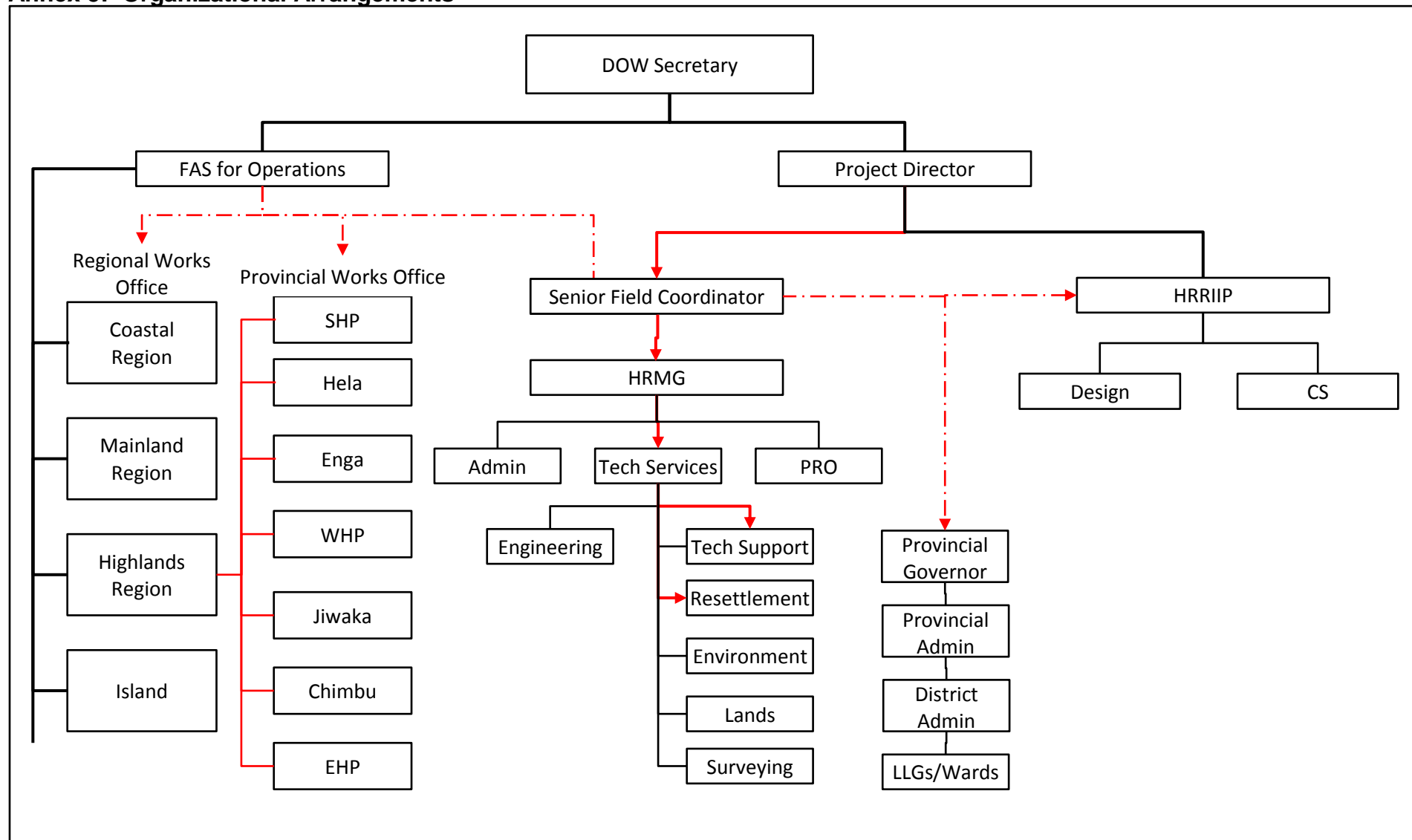
Signature: 

Date: 10th April 2015

Name of Magistrate

Official Stamp



Annex 5: Organizational Arrangements**ORGANIZATIONAL STRUCTURE FOR RP IMPLEMENTATION OF HRRIP**

Annex 6: Indicators and Responsibility for RP Monitoring

RP Parameter	Indicator	Responsibility	Remarks
1.Funding for RP (allocation & disbursement)	<ul style="list-style-type: none"> Amount (in Kina) transferred to project by date Amount spent by activity and date 	HRMG safeguards coordinator in consultation with project accountant	
2.In-kind assistance	<ul style="list-style-type: none"> Units of seeds & planting material distributed Number of APs and non-APs benefitted Number of APs (by gender) contacted by extension, micro credit, business training and animal husbandry Number of APs receiving drinking water by date 	DA and service provider	Monthly reports are required
3.AP Livelihoods	<ul style="list-style-type: none"> Housing, water supply, sanitation and electric power available and un-available for APs Poverty level as perceived by APs Units of household items possessed by APs Number of garden plots Livestock units by type 	Baseline data from socio-economic study Mid-term and final impact data from the same study	Baseline study is completed
4.AP's income	<ul style="list-style-type: none"> Household income of APs by vulnerability HH expenses Number employed Number in project employment 	Items 1 to 3 from SIS study data Last item from contractor	First three items from baseline, mid-term and final impact study whilst last item from monthly reports and HRMG monitoring check-list
5.Consultation	<ul style="list-style-type: none"> Number of APs and community members attended by gender Date of meeting 	HRMG field staff	On a monthly basis
6.Grievances	<ul style="list-style-type: none"> Number of grievances received by date Grievances reviewed by GRC by date Grievances approved by GRC Grievances fully resolved APs resorted to legal action (number) 	GRC	Data to be collected by HRMG staff and reported in their monthly report
7.AP satisfaction	<ul style="list-style-type: none"> % APs satisfied with 	SIS study and IMO	Baseline data available

	<ul style="list-style-type: none">• resettlement by gender % APs who have restored their livelihoods		now. IMO data from the report in 2017
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Annex 7 : Terms of Reference¹ Independent Monitoring Organization For the Highland Region Road Improvement Investment Program

A. External Monitoring Objectives

The objectives for external monitoring are to provide an independent review and assessment of (i) the achievement of Highland Region Road Improvement Investment Program (HRRIP) resettlement objectives and principles, (ii) the effectiveness, impact and sustainability of the resettlement process including all types of assistance, (iii) propose a corrective action plan if required, to address significant remaining resettlement issues and (iv) to identify strategic lessons for future policy formulation and planning.

The assessment should be undertaken objectively and independently in close consultation with the Department of Works (DOW) as the execution agency (EA) and Highlands Region Maintenance Group (HRMG) as implementation agency (IA). The principles that govern the basis for independent monitoring are contained in Asian Development Bank's (ADB) Safeguards Policy statement (SPS) of 2009.

B. Team Composition and Timeline

The Independent Monitoring Organization (IMO) will be a two-member team, one specialized in socio-economics and evaluation whilst the other in social anthropology. The socio-economist will be the team leader. Both should have adequate experience in resettlement monitoring for international agencies.

The task of IMO is to conduct independent monitoring of resettlement activities in respect of completed and on-going subprojects covering Tranche 1 through to Tranche 3 under HRRIP. The resettlement activities for Tranche 1 subprojects have already been completed whilst the same activities in other 3 subprojects (Tranche 2) are in the process of being approved or just about to be implemented. The actual number of subprojects to be monitored by the IMO depend on how many subprojects are completed by the mid-year 2018. Accordingly, the scope of work for IMO will commence by January 2016 and will be completed by June 2018.

C. Monitoring and Evaluation Parameters

Among the parameters that will be monitored and evaluated by the IMO are:

- (i) Public consultation and disclosure. This activity has been completed for all subprojects in Tranche 1. Consultations in the process of preparation of RP have also been completed for all subprojects in Tranche 2 and 3. However, such consultations in Tranche 2 and 3 are yet to be organized in respect of up-dating RP and grievance redress. IMO is expected to conduct a desk review in respect of already completed activities whilst it will conduct observations on at least 2 such activities for each subproject in Tranche 2 and 3.
- (ii) Identification of APs, their entitlements, assessment and valuation of assets. These activities have been completed for all 13 subprojects in Tranche 1 to 3. The project team will validate APs, their entitlements and the valuation process just prior to mobilization of contractors in respect of subprojects in Tranche 3. The IMO is expected to conduct a desk review in respect of all subprojects in

Tranche 1 and 2 whereas it will make observations on the validation process to be implemented by project staff for subprojects in Tranche 3. For observations, one such meeting per subproject at the minimum will be selected by the IMO.

- (iii) Payment of compensation. This activity has been partially completed in all Tranche 1 subprojects whilst it is in progress for all other subprojects. The IMO will verify the process and the degree of completion for all subprojects, using available records cross-checked through a sample of AP interviews.
- (iv) Co-ordination of resettlement activities with construction schedule. The IMO will verify the level of coordination achieved between resettlement with construction schedule for Tranche 1 subprojects. This will be conducted through a desk review combined with interview of selected stakeholders. For all other subprojects, the IMO will conduct field verification of this activity whenever it is implemented. It is expected that each subproject in Tranche 2 and 3 is visited to conduct this verification.
- (v) Income restoration and livelihood activities. The IMO will verify the extent to which APs have restored their income levels and livelihood activities after resettlement. It is believed that APs have restored their income and livelihoods to pre-settlement stage in the case of completed subprojects. For other subprojects, this will happen sometime in the future, after completion of resettlement activities. Apart from discussions with different stakeholders, it is expected that IMO visit each subproject in Tranche 2 and 3 to verify this activity. The manner of accomplishment including details of methodology is to be provided in the inception report.
- (vi) The level of satisfaction of APs on various aspects of the resettlement process will be assessed for Tranche 1 subprojects. The IMO will coordinate with the client to determine when this could be assessed in respect of other subprojects in Tranche 2 and 3. The IMO in consultation with DOW will determine and propose in their proposal the best approach (includes sampling details) to verify AP's satisfaction.
- (vii) The grievance redress mechanism (GRM) has been established and is well under execution for Tranche 1 subprojects. It is yet to commence in respect of all other subprojects. The IMO whilst reviewing the GRM process for completed subprojects will coordinate with the client to determine when this could be assessed in respect of subprojects in Tranche 2 and 3. The timeline and methodology for such assessment will be proposed by the IMO.
- (viii) Monitoring of RP is nearing completion in respect of Tranche 1 subprojects. It is yet to commence for all other subprojects. It is expected that IMO propose the method and other details to explain how they propose to undertake this activity.

It is required that IMO review each RP to identify all monitoring parameters that have been proposed. It is necessary to develop indicators and methods as appropriate in order to ensure

the task of independent monitoring is comprehensive and thorough. These matters will be reported in their proposal and further elaborated in the inception report.

D. Methodology

The general methodology for undertaking the independent review is briefly presented below. The IMO is expected to provide a detailed methodology in their inception report for review and approval by DOW.

1. Desk Review

The resettlement activities in respect of all completed subprojects will be assessed through a desk review. The IMO is required to consult project staff in order to identify all documents and data files to conduct this review. All data sources and documents reviewed will be listed in their reports.

2. Interviews

The IMO will conduct interviews with all stakeholders including the APs to conduct relevant assessments and validations. In doing so, the process, instruments utilized and capturing a representative sample of the affected population will be explained in the inception report. Special attention should be paid so that women, elderly persons and other vulnerable target groups are not overlooked from interviews.

3. Participatory Techniques

The independent monitoring organisation will conduct participatory rapid appraisals (PRA) to consult various stakeholders (local government, implementing agencies, social organizations, community leaders and APs). Among the specific techniques to be employed are:

- (i) Key informant interviews with selected local leaders at village, LLG and district levels;
- (ii) Informal discussions with APs, vulnerable groups, women and other stakeholders;
- (iii) Focus Group Discussions (FGDs) with the affected population including vulnerable APs;
- (iv) Structured direct field observations;
- (v) Case studies; and
- (vi) Attend public consultations to assess the process, participant invitation, views of participants, feedback by project staff, etc.

E. Staffing

The input schedule by the two-member team is as follows:

Position	Field (months)	Home-office (months)	Total (person months)
Socio-economist	9 (3 months each in 2016, 2017 and 2018)	0.50 (1-2 weeks after each field visit)	9.50
Social Anthropologist	4 (1 month in 2016, 2 months in 2017 and 1 month in 2018)	0.50 (1 week after field travel in 2016 and 2017)	4.50
Total	13	1.00	14.00

The two specialists will provide their inputs on an intermittent basis between 2016 and 2018 June. It is required that the two specialists organize their mobilization with a good overlap so that the monitoring and reviews are conducted as a team.

F. Reports

The IMO is required to produce reports as listed below:

Deliverable	Description	Timeline	Remarks
Inception report	Contains proposed methodology, work plan, personal schedule including resources required and time plan	To be provided within one month of commencement of work	One report for each Tranche. Inception reports for subprojects in T 2 and T 3 to show lessons learnt from previous Tranches and incorporate such lessons into current work
Progress reports	Issues to address include, but not limited to: <ul style="list-style-type: none"> Progress of work undertaken Proposed work including recommendations for the attention of the client 	Twice a year	Not necessarily based on each subproject. IMO is expected to propose the best approach

	<ul style="list-style-type: none"> • Deviations, if any, from the provisions in RP and an explanation thereof • Identification of problem issues and recommended solutions so that implementing agencies are informed about the ongoing situation and can resolve problems in a timely manner • Progress of the follow-up of problems and issues identified in the previous report 		
Final report	Three final reports, one for each Tranche. Each report contain methodology, outcome of monitoring, evaluation of process and outcomes 6-12 months after completion of all resettlement and compensation activities for each subproject, lessons learnt, findings, conclusions and recommendations for subprojects under the relevant Tranche.	Report to cover subprojects that are in various stages of construction	3 individual reports

G. Presentations

The IMO will conduct a seminar to highlight work undertaken, main findings, recommendations and lessons learnt. The presentation may follow the submission of bi-annual monitoring reports to discuss and resolve issues that are not conducted satisfactorily. The suggested participants for this event are HRMG, contractor, DOW and ADB.

ATTENDANCE SHEETS**20TH DECEMBER 2011****GEWA VILLAGE**

NO.	NAME	GEN	OCCUPATION
1	John Waiange	M	Chief community leader
2	Peter Mangre	M	Community leader
3	Tobby Aur	M	Subsistence farmer
4	Miugle Gabriel	M	Subsistence farmer
5	Paulus	M	Youth
6	John Mandai	M	Youth
7	Mondo Taia	M	Youth
8	Koglua Gabriel	M	Subsistence farmer
9	Gende John	M	Subsistence farmer
10	Masta Arnold	M	Subsistence farmer
11	Gamb James	M	Village court magistrate
12	Brigitha Waithose	F	LLG women representative
13	Mana Dekene	F	Subsistence farmer
14	Aglum Taia	F	Subsistence farmer
15	Lala Billy	F	Youth
16	Kerenga Mathew	M	Youth
17	Baundo Billy	M	Subsistence farmer
18	Arnold Miugle	M	Community elder
19	Goltre Eno	M	Subsistence farmer
20	Miugle	M	Subsistence farmer
21	Mondo Stiu	M	Subsistence farmer
22	Kimbe Dominic	M	Subsistence farmer
23	Pita Lus	M	Subsistence farmer
24	Koglua Gabriel	M	Village court magistrate
25	Jenny Billy	F	Youth
26	Boi Rotta	M	Youth
27	Klaus	M	Youth leader

20TH DECEMBER 2011

BOMBANONO MARKET

NO.	NAME	GEN	OCCUPATION
1	Kondango Alois	M	
2	Gabriel Bonny	M	Village court magistrate
3	Sakare Bath	M	LLG councilor
4	Joe Kagl	M	Youth leader
5	Dadi Peter Wii	M	JDP/BPC representative
6	Bingo Maria	F	
7	Maugla	M	Community leader
8	Bepi Gemb	F	
9	Gabriel Kaugla	M	
10	Naru Enn	M	Teacher
11	Kawagle Andon	M	
12	Boni Jisas	M	
13	Nais Witne	M	
14	Kondango Alus	M	
15	Henry Kaiono	M	
16	Manita Leo	F	
17	Kuri Bath	M	Youth
18	Wari John	F	
19	Benny Gaips	M	Youth
20	Martin Bath	M	
21	Paul Ambane	M	Community leader
22	Kuglame John	M	
23	Tony Paul	M	
24	Enn Yainde	M	
25	Witne Gabriel	M	
26	John Beua	M	Teacher
27	Balpina Boni	F	
28	Mendua Mark	M	
29	Waiange Paul	M	
30	Koma Benjamin	M	Policeman

20TH DECEMBER 2011

YOMBAI VILLAGE

NO.	NAME	GEN	OCCUPATION
1	John Gemba	M	Subsistence farmer
2	Kua John	M	Subsistence farmer
3	Palus Umba	M	Subsistence farmer
4	Endeyomba Gawagl	M	Subsistence farmer
5	Mende Thomas	M	Community leader
6	Willy Andrew	M	Subsistence farmer
7	Bungo Palus	M	Subsistence farmer
8	Kinduwai Raphael	M	Subsistence farmer
9	Inne Peter	M	Subsistence farmer
10	Aglua Mathew	M	Subsistence farmer
11	Yuainde Mathew	M	Subsistence farmer
12	Betha Boi	F	Subsistence farmer
13	Saina Kua	F	Subsistence farmer
14	Bongugi Balpina	F	LLG women representative
15	Bil Clara	F	Subsistence farmer
16	Gende Maima	M	Youth leader
17	Mondo Raphael	M	Subsistence farmer
18	Gende Lawrence	M	Subsistence farmer
19	Joe Kaugla	M	Subsistence farmer
20	Gumba Aur Michael	M	Community leader
21	Guagl Pius	M	Subsistence farmer
22	John Aire	M	Subsistence farmer
23	John Giul	M	Retired District Administrator

20TH DECEMBER 2011DUGLPAGL COMMUNITY, *MEETING STARTS AT 12:35 PM*

DUGLPAGLVILLAGE

NO.	NAME	GEN	OCCUPATION
1	Aur Baka	M	Chief community leader
2	Umba Tobias	M	Land disputes mediator
3	Ippa Stopit	M	Subsistence farmer
4	John Tongrol	M	Subsistence farmer
5	Attam Bigla Koma	M	Subsistence farmer
6	William Kaugla	M	Subsistence farmer
7	Mondo Lazarus	M	Subsistence farmer
8	Tamgo John	M	Subsistence farmer
9	Marang Peter	M	Subsistence farmer
10	Peter Kumbo	M	Subsistence farmer
11	Mondo Baka	M	Village court magistrate
12	Saimon	M	Subsistence farmer
13	James Apston	M	Subsistence farmer
14	Nime Wela	M	Subsistence farmer
15	Peter Eglwe	M	Subsistence farmer
16	Ambai Guand	M	Subsistence farmer
17	Wawe Warmugl	M	Subsistence farmer
18	Caspar Bregogl	M	Subsistence farmer
19	Willy Vincent	M	Subsistence farmer
20	Aur Umba	M	Subsistence farmer
21	Kagl Kawagle	M	Subsistence farmer
22	Yoanis Yongamugl	M	Subsistence farmer
23	Peter Kewande	M	Subsistence farmer
24	Bos Noglai	M	Subsistence farmer
25	Peter Wawe	M	Subsistence farmer
26	Paul Jas	M	Village court Magistrate
27	Ekenmo Kua	M	Subsistence farmer
28	Alois Nime	M	Subsistence farmer
29	Ps. Vincent	M	Subsistence farmer
30	Poka Paul	M	Subsistence farmer
31	Alphonse Tangil	M	Ex- LLG councilor
32	Boi Aundo	M	Young community leader
33	Angigl Balpina	F	Subsistence farmer
34	Salome Torntai	F	Subsistence farmer
35	Eli Gende	F	Subsistence farmer
36	Christina Hapston	F	Subsistence farmer
37	Bepi Egluwe	F	Subsistence farmer
38	Anna Josepha	F	Subsistence farmer
39	Kiak SK	M	Subsistence farmer
40	Wangantua Umba	M	Subsistence farmer
41	Kuglsua Wau	M	Subsistence farmer
42	Bepi Anton	F	Subsistence farmer

20TH DECEMBER 2011,
 GOGLEME COMMUNITY, *MEETING STARTS AT 1:23 PM*
 UMBAI VILLAGE

NO.	NAME	GEN	OCCUPATION
1	George Kaima	M	Young village leader
2	Agnes John	F	Subsistence farmer
3	Maria Pogli	F	Subsistence farmer
4	Samson Kassy	M	Subsistence farmer
5	Thomas Gende	M	Subsistence farmer
6	Willy Onguglo	M	Subsistence farmer
7	John Tee	M	Subsistence farmer
8	Kunma Komba	M	Subsistence farmer
9	Kaspar Kogkia	M	Subsistence farmer
10	Ben Paul	M	Subsistence farmer
11	Dilu Joseph	M	Subsistence farmer
12	Philip Gambrame	M	Subsistence farmer
13	Mathias Kindui	M	Subsistence farmer
14	Clara Kindui	M	Subsistence farmer
15	John Mirr	M	Ex- LG councilor
16	Bonny Gende	M	Subsistence farmer
17	Josepha Gende	M	Subsistence farmer
18	Cathy Deglemba	F	Subsistence farmer
19	Kawagle Bruno	M	Subsistence farmer
20	Ambai Peter	F	Subsistence farmer
21	Brigita Boni	F	Subsistence farmer
22	Eva John	F	Subsistence farmer
23	John Kemba	M	Subsistence farmer
24	John Geregi	M	Subsistence farmer
25	Enrica Kens	F	Subsistence farmer
26	Christina David	F	Subsistence farmer
27	David Yuiainde	M	Subsistence farmer
28	Alois Baka	M	Subsistence farmer
29	Mary Siune	F	Teacher

20TH DECEMBER 2011**SUMBURU VILLAGE**

NO.	NAME	GEN	OCCUPATION
1	August Goiye	M	Vill. Courts peace officer
2	John Kumba	M	Community leader
3	John Simbai	M	Subsistence farmer
4	Anton Siaman	M	Subsistence farmer
5	Siure Gende	M	Subsistence farmer
6	Solomon Kuman	M	Subsistence farmer
7	Atin Karagl	M	Subsistence farmer
8	Vero Sam	F	Subsistence farmer
9	Bare Snepa	M	Subsistence farmer
10	David Kua	M	Subsistence farmer
11	Joe Gande	M	Young community leader
12	Samuel Gambrame	M	Subsistence farmer
13	John Kela	M	Subsistence farmer
14	Betty Ronna	F	Subsistence farmer
15	Ps. Jack Gumbi	M	Subsistence farmer
16	Tony Kawia	M	Subsistence farmer
17	Simbai Onguglo	M	Subsistence farmer
18	Vero Nick	F	Subsistence farmer
19	Peter Paglau	M	Subsistence farmer
20	Chris Gundu	M	Subsistence farmer
21	Sam Ulka	M	HIV AIDS Center coordinator

20TH DECEMBER 2011**WOMATNE VILLAGE**

NO.	NAME	GEN	OCCUPATION
1	Peter Kanua	M	
2	William Dua	M	
3	Bepi Sen	M	
4	David Mangau	M	
5	Gene Gin	M	
6	Michael Kerenga	M	
7	Steven Mondo	M	
8	Kamgru	M	
9	John Pupu	M	
10	Batre Michael	M	LLG councilor
11	Henk Dua	M	
12	Kerenga Michael	M	
13	James Bare	M	
14	Peter Kepma	M	
15	John Sie	M	
16	Peter Goma	M	
17	Dua Koima	M	
18	Stanley	M	
19	Kamtai Geregl	M	
20	Miugle Goiye	M	LLG councilor
21	Herman Soruko	M	
22	Mondo Anton	M	
23	Peter Andy	M	
24	John Duglo	M	
25	Peter Pepsi	M	



Stakeholders being addressed during public consultation at Kair area (Womatne)



Public Consultation at Augenilge at Gembogl



Consultations with people at Goglme Parish



Community people at Womatne Catholic Church




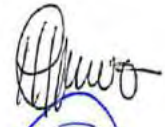






Ward Councilor John Maugla taking lead in giving his speech at Womatne Catholic Church



Ward Councilor Mrs. Sebastian Komb giving her speech and word of acceptance for the project at Goglme Station

Consultations Held during Validation Exercise (May 2016)

Gewa - Gembogi. Resettlement
Finalization meeting
Chimbu WORKS - 25/05/2016

Name	Designation	Phone	Signature
1. THOMAS KUNMA	KGDW MANAGER	71776300	
2. FRANCISCA MOIWO	PRESIDENT CWA	7339352	
3. Charlie Gumbale	LH manager	70809740	
4. Gander Mondo		73959265	
5. Paul Aica	Project Consultant	71168294	
6. JOSEPH KIMAGI	Agriculture Consultant	72721096	
7. Emmanuel Kuvai	a/pct/ER	79198978	
8. Amura			
9.			