

Social Monitoring Report

Semi-Annual Report: July-December 2020
July 2021

Vanuatu: Energy Access Project


Brenwe Hydro Power Subproject – Appendix 3 and 4

Prepared by Vanuatu Project Management Unit for the Vanuatu Government and the Asian Development Bank.

This social monitoring report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

Appendix 3: Copy of MFEM Treasury Department of Transfer of Monies to COTA

<p>GOUVERNEMENT DE LA RÉPUBLIQUE DE VANUATU</p> <p>MINISTÈRE DES FINANCES ET DE LA GESTION ÉCONOMIQUE (MFGE)</p> <p>SERVICE DES FINANCES ET DU TRÉSOR <i>Rez-de-Chaussée et Premier étage, Bâtiment du SIP</i> Sac Postal Réservé 9031, Port-Vila, VANUATU Tél : (678) 24543, Fax : (678) 25533</p>		<p>GOVERNMENT OF THE REPUBLIC OF VANUATU</p> <p>MINISTRY OF FINANCE AND ECONOMIC MANAGEMENT (MFEM)</p> <p>DEPARTMENT OF FINANCE AND TREASURY <i>Ground and First Floors, SIP Building</i> Private Mail Bag 9031, Port Vila, VANUATU Tel: (678) 24543 Fax: (678) 25533</p>
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22nd February 2019

Mr. Arthur Faerua
Director General
Ministry of Lands and Natural Resources
PMB 9007
Port Vila

Dear Director General,


Re: Transfer of VT 40m from LCF Budget to COTA – Brenwei Hydro Project.


Further to your letter of 30th January 2019 in respect of the Council of Minister's Decision 189/2018 regarding the above subject matter, this note serves to confirm that the Department of Finance and Treasury has already made the transfer with effect from 30/01/2019.

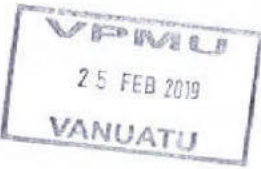
Please find attached is a copy of the posted journal detail to confirm the transfer.

Should you have any queries regarding this transfer, please do not hesitate to contact us.

Yours sincerely,


Dorothy Ericson
Director





CC: Jesse Benjamin, Director General, MoCC
✓ Johnson Wabaiat, Director, VPMU
Anthony Garae, Director, Energy Department

Encl: Copy of posted journal

**Appendix 4: Copy of MoA for Site Road Access Consent
and Third Party Validation – Tervaut and Lamu Tepenpel**



GOVERNMENT OF THE REPUBLIC OF VANUATU

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF VANUATU

AND

LANDHOLDERS OF TERVAUT

**FOR CONSENT TO CONSTRUCT ACCESS ROADS AND ASSOCIATED
WORKS FOR A GOVERNMENT INFRASTRUCTURE PROJECT
TOWARDS THE VANUATU ENERGY ACCESS PROGRAM**

KH ET
N.B
9/2/18

THIS AGREEMENT is made on the 28th day of FEBRUARY 2018

BETWEEN: GOVERNMENT OF THE REPUBLIC OF VANUATU duly represented by the Director General of the Ministry of Climate Change, P.O. Box 192, Port Vila, Vanuatu ("GOV");

AND: [REDACTED] ("Landholder"), being landholders/land claimants/custom land owners of TERVANT Customary Land Area, having their address at TAUTU village, North West Malekula, Malekula Island, MALAMPA Province, Vanuatu, and as further described in Appendix 1; and

AND: VANUATU PROJECT MANAGEMENT UNIT representing the Vanuatu Energy Access Program and having its address at Vila Mall Building, P.O. Box 192, Port Vila, Vanuatu ("VPMU").

WHEREAS the Government of Vanuatu ("GOV") is currently engaged in the planning and preparation stages of an infrastructure development program to improve rural electrification and energy access in the rural areas of Vanuatu, especially on the island of Malekula, for which the program is called the Vanuatu Energy Access Program ("VEAP");

AND WHEREAS a key component of the VEAP on the island of Malekula is the construction of access roads to assist the establishment of the Brenwe hydropower plant along the river system of the Brenwe River, an area which is located upon respective customary land areas occupied by various groups;

AND WHEREAS the respective TERVANT (place name) Landholder has approved in principle of the VEAP and the construction of the access roads towards the Brenwe hydropower plant after being consulted and informed and have voluntarily agreed to allocate a certain portion of the TERVANT Customary Land Area to the Government for purposes of VEAP to construct the access roads required by the Project on Malekula;

AND WHEREAS, the Government and the respective TERVANT Landholder have seen it fit to enter into an Agreement to facilitate the process of Government entering the allocated TERVANT Customary Land Area in order to create a transparent and legal process which will be proper for both parties, as well as in compliance with the relevant laws of Vanuatu governing land use of this nature;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

- (a) This Agreement shall commence on the date it is signed by all parties and will be for a period of 5 years.

- (b) This Agreement may be renewed or extended by the parties after mutual agreement only, and in writing.
- (c) This Agreement may also be terminated once the parties have completed all their obligations and duties under this Agreement.
- (d) This Agreement may also be terminated by either of the parties, only in situations where:
 - (i) One of the parties has caused significant environmental damage to the natural environment and river systems as a result of construction or related works, without first notifying the Landholder; or
 - (ii) One of the parties has committed any criminal offence while in the course of road construction.

2. Parties to this Agreement

- (a) The Government of the Republic of Vanuatu, being the overall implementation entity for the VEAP and being represented by Ministry of Climate Change ("MoCC") is a party to this Agreement.
- (b) KEMUEL HARRY being:
 - a. the customary landholder of TERVAUT custom land area and having property such as food crops, cash crops and gardens in the vicinity of the land area earmarked for the access road; or
 - b. a land claimant of TERVAUT custom land area, who is not yet declared a custom owner; or
 - c. a custom land owner of TERVAUT custom land area
 is a party to this Agreement ("Landholder").
- (c) The VPMU being the project management entity of the VEAP, having the authority stipulated under its Charter, is a party to this Agreement.

3. Purpose

- (a) The TERVAUT Customary Land Area which has been identified as suitable for the VEAP is a land area which is subject to land occupancy by the Landholder.
- (b) Currently:
 - a. [REDACTED] (name of landholder) as an identified TERVAUT (name of custom land area) land holder, has been occupying the said land area for the last 10 years, and has cultivated crops, gardens and vegetation; or
 - b. [REDACTED] (name of land owner) as an identified TERVAUT (name of custom land area) land owner; or

- c. [REDACTED] (name of custom land owner) as an identified PERVANT (name of custom land area) custom land owner,

and being the Landholder in this Agreement, confirms that they are authorized to enter into this Agreement and have full knowledge of the intentions of the Project for purposes of the VEAP.

(c) The parties to this Agreement all agree:

- a. that the land ownership of the PERVANT Customary Land Area has been determined by the Customary Land Tribunal; or
- b. that the land ownership of the PERVANT Customary Land Area has not been determined by the Customary Land Tribunal,

and the purpose of this Agreement is not to prejudice that process, but merely to allow the VEAP to proceed and to agree on the procedures for associated works consent for construction of access roads as further described in this Agreement.

4. Consent provided by the Landholder for the VEAP access roads & Associated Works

- (a) The Landholder hereby provides their prior and informed consent and unanimous agreement to permit VEAP to proceed with construction, operation, and maintenance of the access roads required for the establishment of the Brenwe hydropower plant and associated works to be undertaken by GOV and VPMU, including any of its agents, employees, contractors and partners within the PERVANT Customary Land Area.
- (b) This consent and agreement also extends to the associated works that the GOV and VPMU may require to complete the VEAP such as studies, surveys and other civil works and also mobilization for construction purposes.

5. Ministry of Climate Change and VPMU responsibility as Project Implementation Partners

- (a) Both MoCC and VPMU, in relation to the Landholder, shall communicate and liaise closely with them regarding the planning, preparations and access road construction procedures and shall ensure that the relationship between the Landholder and any Government contractors, Government institutions or departments are maintained.
- (b) Regular reporting, site inspections and communications will be carried out by MoCC and VPMU with the Landholder throughout the duration of the VEAP.

- (c) MoCC and VPMU will both act in a diligent and responsible manner and also provide appropriate expertise and management for the access road construction and associated works which involve highly technical and engineering process.
- (d) MoCC and VPMU shall be responsible in managing and mitigating any concerns relating to the natural environment in the vicinity of the Brenwe hydropower project and operations and by managing appropriately the role of any contractor operating any construction or civil works within TERVAUT custom land area.

6. Landholder agrees to facilitate and participate in Access Road Construction procedures

- (a) The Landholder agrees to participate where relevant and necessary to facilitate the completion of the access road construction.
- (b) The Landholder acknowledges that their participation in the access road construction is done voluntarily, by their own will, and with knowledge and understand that they are provided with all the remedies, including:
 - a. Compensation for affected trees, crops and structures, following an assessment and valuation by the Ministry of Forestry and Agriculture; or
 - b. agreeing to receive planting materials, seedlings and other in-kind items to replace any crops, plants and vegetation that they are required to remove from the access road corridor area.
- (c) The Landholder agree to work closely with the Design Supervision Consultants Engineers, including the MoCC and VPMU in order to ensure that the access road construction process is done properly and in reasonable time.

7. Landholder agrees to voluntarily allocate portions of land space to Government of Vanuatu during the duration of this Agreement to be used for Access Roads

- (a) Pursuant to the respective land procedures and safeguard procedures of the Vanuatu Government, including the *Land Lease Act*, the *Land Acquisition Act*, and the *Custom Land Management Act*, the Landholders agree to voluntarily allocate the TERVAUT Customary Land Area to the GOV during the duration of the Agreement
- (b) For the duration of this Agreement, the allocation of the TERVAUT Customary Land Area will be by way of public access for public interest and for the GOV to use it only for the purposes of the access road construction for VEAP, and may include erection of electricity poles, transmission lines and related infrastructure.
- (c) Upon expiration of this Agreement, the GoV may :
 - a. renew clause 7(b) for a further period of five years; or

- b. acquire permanently the allocation of the TERVAUT Customary Land Area.

This clause 7(c) will survive the expiration or termination of this Agreement.

8. Mitigation of Losses of Crops, Food Gardens, Trees and Plants and other affected assets

- (a) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are in the identified road corridor will be removed after they are given reasonable notice and assistance.
- (b) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are removed, damaged or relinquished, shall be:
 - a. replaced by the MoCC and VPMU through a process of plant material exchange, whereby the MoCC and VPMU provide alternative or similar plant materials for the crops, food gardens, trees and plants relinquished; or
 - b. compensated, following the outcome of an assessment and valuation of affected trees, crops and structures by the Ministry of Forestry and Agriculture.
- (c) The TERVAUT Landholders agree that they will fully support the options listed at 8(b) above, and will not deny access or use of the TERVAUT Customary Land Area for the purposes of VEAP, even while:
 - i. the access road construction is ongoing, or
 - ii. the Brenwe Hydropower construction is ongoing.

9. Governing Law

- (a) This Agreement is governed by the Laws of the Republic of Vanuatu.
- (b) Other relevant laws of Vanuatu may apply wherever necessary or applicable.

10. Dispute Resolution & Grievance Redress

- (a) In the event that there is a dispute or grievance arising under this Agreement between any of the parties, the parties involved must endeavour to enter into a dispute resolution and grievance redress meeting to resolve their disputes or grievances in order to maintain the purpose of this Agreement. The grievance redress mechanism provided under VEAP will be utilized in such events.

- (b) The parties must attempt to use the dispute resolution mechanism and grievance redress mechanism before electing to terminate of this Agreement.

11. Amendments

- (a) The parties to this Agreement may mutually agree to amend or add any new provisions to this Agreement.
- (b) Any amendment or addition must be approved by all parties and signed and executed in the same manner as this Agreement.
- (c) Any amendment or addition shall form part of this Agreement and shall operate only within the period of this Agreement.


IN WITNESS of which the parties have set their hands on the day and year first above written.


For GOVERNMENT OF THEREPUBLIC OF VANUATU represented by the Director General, Ministry of Climate Change

Name: JESSIE BENJAMIN, Director General
Signature: 


Witnessed by:


Name: 

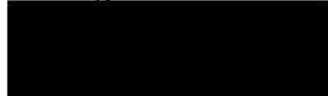
Signature: 

For the TEKVAVI LAND HOLDERS represented by 

Name: 


Signature: 

Witnessed by: 

Signature: 


For the VANUATU PROJECT MANAGEMENT UNIT, Program Director, represented by

Name: JOHNSON WABWAT

Signature: 

Witnessed by:

Name: 


Signature: 

Independent Third Party Validation:

For the MALAMPA PROVINCIAL COUNCIL, being an independent third party validation:

Name: Iven Meltekly

Signature: 

Witnessed by: 

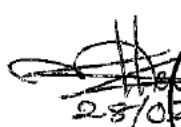
Signature: 

Third Party Verification Letter

We provide the independent verification of the Memorandum of Understanding (MoU) signed on 28/02/19 (date) between the government represented by the Bonaire and landowners/land claimants of Tervaut

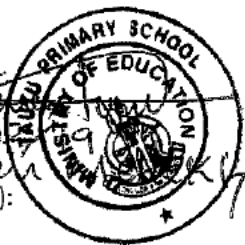
(address of landowners) on the use of 0.5 ha land for Access road under the V.E.A.P (the Project) that (i) the landowners/land claimants support the Project and its activities and have agreed to voluntarily allocate the affected land during the duration of the MoU; (ii) consultations and negotiations with landowners/land claimants have been undertaken meaningfully, freely and in good faith and the landowners/land claimants have made informed decisions on use of land, and (iii) terms and conditions of the MoU have been explained to and understood and agreed by the landowners/land claimants. The verification is based on our independent:

- Review of the documentation on the identification of affected landowners/land claimants and the consultation and negotiation process leading up to the signing of the MoU;
- Validation that consultations with the landowners/land claimants have been undertaken and that they were provided with relevant information as per the project;
- Validation that the MOU is voluntary (free of coercion) and that the landowners/land claimants have fully understood and agreed to all the agreements' terms and conditions;
- Validation that landowners or any other users/occupants will not experience major adverse impacts from land use by the project during the duration of the MoU;
- Validation that any minor impacts have been identified, sufficiently addressed and documented by the project;
- Validation that payment for affected crops, trees and other assets and structures will represent a fair and reasonable cost based on market prices and landowners; and
- Validation that the agreement is in compliance with applicable laws of Vanuatu as well as safeguard requirements stipulated in ADB SPS (2009).

Signature: 

Date: 28/02/19

Name of Verifier: Irene

Official Stamp (if applicable): 



GOVERNMENT OF THE REPUBLIC OF VANUATU

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF VANUATU

AND

LANDHOLDERS OF Lamu / Teparua

FOR CONSENT TO CONSTRUCT ACCESS ROADS AND ASSOCIATED
WORKS FOR A GOVERNMENT INFRASTRUCTURE PROJECT
TOWARDS THE VANUATU ENERGY ACCESS PROGRAM

THIS AGREEMENT is made on the 26th day of February 2018 JT B.N.
H.K.
G.M.
N-K

BETWEEN: GOVERNMENT OF THE REPUBLIC OF VANUATU duly represented by the Director General of the Ministry of Climate Change, P.O. Box 192, Port Vila, Vanuatu ("GOV");

AND: [REDACTED] ("Landholder"), being landholders/land claimants/custom land owners of Lamu/Tepenseal Customary Land Area, having their address at Unmet village, North West Malekula, Malekula Island, MALAMPA Province, Vanuatu, and as further described in Appendix 1; and

AND: VANUATU PROJECT MANAGEMENT UNIT representing the Vanuatu Energy Access Program and having its address at Vila Mall Building, P.O. Box 192, Port Vila, Vanuatu ("VPMU").

WHEREAS the Government of Vanuatu ("GOV") is currently engaged in the planning and preparation stages of an infrastructure development program to improve rural electrification and energy access in the rural areas of Vanuatu, especially on the island of Malekula, for which the program is called the Vanuatu Energy Access Program ("VEAP");

AND WHEREAS a key component of the VEAP on the island of Malekula is the construction of access roads to assist the establishment of the Brenwe hydropower plant along the river system of the Brenwe River, an area which is located upon respective customary land areas occupied by various groups;

AND WHEREAS the respective Lamu/Tepenseal (place name) Landholder has approved in principle of the VEAP and the construction of the access roads towards the Brenwe hydropower plant after being consulted and informed and have voluntarily agreed to allocate a certain portion of the Lamu/Tepenseal Customary Land Area to the Government for purposes of VEAP to construct the access roads required by the Project on Malekula;

AND WHEREAS, the Government and the respective Lamu/Tepenseal Landholder have seen it fit to enter into an Agreement to facilitate the process of Government entering the allocated Lamu/Tepenseal Customary Land Area in order to create a transparent and legal process which will be proper for both parties, as well as in compliance with the relevant laws of Vanuatu governing land use of this nature;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

- (a) This Agreement shall commence on the date it is signed by all parties and will be for a period of 5 years.

- (b) This Agreement may be renewed or extended by the parties after mutual agreement only, and in writing.
- (c) This Agreement may also be terminated once the parties have completed all their obligations and duties under this Agreement.
- (d) This Agreement may also be terminated by either of the parties, only in situations where:
 - (i) One of the parties has caused significant environmental damage to the natural environment and river systems as a result of construction or related works, without first notifying the Landholder; or
 - (ii) One of the parties has committed any criminal offence while in the course of road construction.

2. Parties to this Agreement

- (a) The Government of the Republic of Vanuatu, being the overall implementation entity for the VEAP and being represented by Ministry of Climate Change ("MoCC") is a party to this Agreement.

(b) [REDACTED] being:

- a. the customary landholder of Lamu/Tepapel custom land area and having property such as food crops, cash crops and gardens in the vicinity of the land area earmarked for the access road; or
- b. a land claimant of Lamu/Tepapel custom land area, who is not yet declared a custom owner; or
- c. a custom land owner of Lamu/Tepapel custom land area

is a party to this Agreement ("Landholder").

- (c) The VPMU being the project management entity of the VEAP, having the authority stipulated under its Charter, is a party to this Agreement.

3. Purpose

- (a) The Lamu/Tepapel Customary Land Area which has been identified as suitable for the VEAP is a land area which is subject to land occupancy by the Landholder.

- (b) Currently [REDACTED]
 - a. [REDACTED] (name of landholder) as an identified Lamu/Tepapel (name of custom land area) land holder, has been occupying the said land area for the last 10 years, and has cultivated crops, gardens and vegetation; or
 - b. [REDACTED] (name of land owner) as an identified Lamu/Tepapel (name of custom land area) land owner; or

- c. [REDACTED] (name of custom land owner) as an identified
Lamu/Tepungel (name of custom land area) custom land owner,

and being the Landholder in this Agreement, confirms that they are authorized to enter into this Agreement and have full knowledge of the intentions of the Project for purposes of the VEAP.

(c) The parties to this Agreement all agree:

- a. that the land ownership of the Lamu/Tepungel Customary Land Area has been determined by the Customary Land Tribunal; or
- b. that the land ownership of the Lamu/Tepungel Customary Land Area has not been determined by the Customary Land Tribunal,

and the purpose of this Agreement is not to prejudice that process, but merely to allow the VEAP to proceed and to agree on the procedures for associated works consent for construction of access roads as further described in this Agreement.

4. Consent provided by the Landholder for the VEAP access roads & Associated Works

- (a) The Landholder hereby provides their prior and informed consent and unanimous agreement to permit VEAP to proceed with construction, operation, and maintenance of the access roads required for the establishment of the Brenwe hydropower plant and associated works to be undertaken by GOV and VPMU, including any of its agents, employees, contractors and partners within the Lamu/Tepungel Customary Land Area.
- (b) This consent and agreement also extends to the associated works that the GOV and VPMU may require to complete the VEAP such as studies, surveys and other civil works and also mobilization for construction purposes.

5. Ministry of Climate Change and VPMU responsibility as Project Implementation Partners

- (a) Both MoCC and VPMU, in relation to the Landholder, shall communicate and liaise closely with them regarding the planning, preparations and access road construction procedures and shall ensure that the relationship between the Landholder and any Government contractors, Government institutions or departments are maintained.
- (b) Regular reporting, site inspections and communications will be carried out by MoCC and VPMU with the Landholder throughout the duration of the VEAP.

- (c) MoCC and VPMU will both act in a diligent and responsible manner and also provide appropriate expertise and management for the access road construction and associated works which involve highly technical and engineering process.
- (d) MoCC and VPMU shall be responsible in managing and mitigating any concerns relating to the natural environment in the vicinity of the Brenwe hydropower project and operations and by managing appropriately the role of any contractor operating any construction or civil works within Lamu / Tepenpa custom land area.

6. Landholder agrees to facilitate and participate in Access Road Construction procedures

- (a) The Landholder agrees to participate where relevant and necessary to facilitate the completion of the access road construction.
- (b) The Landholder acknowledges that their participation in the access road construction is done voluntarily, by their own will, and with knowledge and understand that they are provided with all the remedies, including:
 - a. Compensation for affected trees, crops and structures, following an assessment and valuation by the Ministry of Forestry and Agriculture; or
 - b. agreeing to receive planting materials, seedlings and other in-kind items to replace any crops, plants and vegetation that they are required to remove from the access road corridor area.
- (c) The Landholder agree to work closely with the Design Supervision Consultants Engineers, including the MoCC and VPMU in order to ensure that the access road construction process is done properly and in reasonable time.

7. Landholder agrees to voluntarily allocate portions of land space to Government of Vanuatu during the duration of this Agreement to be used for Access Roads

- (a) Pursuant to the respective land procedures and safeguard procedures of the Vanuatu Government, including the *Land Lease Act*, the *Land Acquisition Act*, and the *Custom Land Management Act*, the Landholders agree to voluntarily allocate the Lamu / Tepenpa Customary Land Area to the GOV during the duration of the Agreement
- (b) For the duration of this Agreement, the allocation of the Lamu / Tepenpa Customary Land Area will be by way of public access for public interest and for the GOV to use it only for the purposes of the access road construction for VEAP, and may include erection of electricity poles, transmission lines and related infrastructure.
- (c) Upon expiration of this Agreement, the GoV may :
 - a. renew clause 7(b) for a further period of five years; or

- b. acquire permanently the allocation of the Lamu / Tepenpet Customary Land Area.

This clause 7(c) will survive the expiration or termination of this Agreement.

8. Mitigation of Losses of Crops, Food Gardens, Trees and Plants and other affected assets

- (a) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are in the identified road corridor will be removed after they are given reasonable notice and assistance.
- (b) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are removed, damaged or relinquished, shall be:
- a. replaced by the MoCC and VPMU through a process of plant material exchange, whereby the MoCC and VPMU provide alternative or similar plant materials for the crops, food gardens, trees and plants relinquished; or
 - b. compensated, following the outcome of an assessment and valuation of affected trees, crops and structures by the Ministry of Forestry and Agriculture.
- (c) The Lamu / Tepenpet Landholders agree that they will fully support the options listed at 8(b) above, and will not deny access or use of the Lamu / Tepenpet Customary Land Area for the purposes of VEAP, even while:
- i. the access road construction is ongoing, or
 - ii. the Brenwe Hydropower construction is ongoing.

9. Governing Law

- (a) This Agreement is governed by the Laws of the Republic of Vanuatu.
- (b) Other relevant laws of Vanuatu may apply wherever necessary or applicable.

10. Dispute Resolution & Grievance Redress

- (a) In the event that there is a dispute or grievance arising under this Agreement between any of the parties, the parties involved must endeavour to enter into a dispute resolution and grievance redress meeting to resolve their disputes or grievances in order to maintain the purpose of this Agreement. The grievance redress mechanism provided under VEAP will be utilized in such events.

- (b) The parties must attempt to use the dispute resolution mechanism and grievance redress mechanism before electing to terminate of this Agreement.

11. Amendments

- (a) The parties to this Agreement may mutually agree to amend or add any new provisions to this Agreement.
- (b) Any amendment or addition must be approved by all parties and signed and executed in the same manner as this Agreement.
- (c) Any amendment or addition shall form part of this Agreement and shall operate only within the period of this Agreement.

IN WITNESS of which the parties have set their hands on the day and year first above written.

<p>For GOVERNMENT OF THEREPUBLIC OF VANUATU represented by the Director General, Ministry of Climate Change</p> <p>Name: JESSIE BENJAMIN, Director General Signature: </p> <p>Witnessed by: Name:  Signature: </p>	<p>For the <i>Lamu Terai</i> LAND HOLDERS represented by </p> <p>Name:  Signature: </p> <p>Witnessed by  Signature: </p>
<p>For the VANUATU PROJECT MANAGEMENT UNIT, Program Director, represented by</p> <p>Name: <i>Fatulai A. Gibson</i> Signature: </p> <p>Witnessed by : Name:  Signature: </p>	<p>Independent Third Party Validation:</p> <p>For the MALAMPA PROVINCIAL COUNCIL , being an independent third party validation:</p> <p>Name: <i>Goffiano Mabi</i> Signature: </p> <p>Witnessed by:  Signature: </p> 

Third Party Verification Letter

We provide the independent verification of the Memorandum of Understanding (MoU) signed on 26/02/19 (date) between the Government represented by the PSO-0n6nd and landowners/land claimants of Lamk / Tapanpel

(address of landowners) on the use of 0.5 ha land for Access Road under the VEAP (the Project) that (i) the landowners/land claimants support the Project and its activities and have agreed to voluntarily allocate the affected land during the duration of the MoU; (ii) consultations and negotiations with landowners/land claimants have been undertaken meaningfully, freely and in good faith and the landowners/land claimants have made informed decisions on use of land, and (iii) terms and conditions of the MoU have been explained to and understood and agreed by the landowners/land claimants. The verification is based on our independent:

- Review of the documentation on the identification of affected landowners/land claimants and the consultation and negotiation process leading up to the signing of the MoU;
- Validation that consultations with the landowners/land claimants have been undertaken and that they were provided with relevant information as per the project;
- Validation that the MOU is voluntary (free of coercion) and that the landowners/land claimants have fully understood and agreed to all the agreements' terms and conditions;
- Validation that landowners or any other users/occupants will not experience major adverse impacts from land use by the project during the duration of the MoU;
- Validation that any minor impacts have been identified, sufficiently addressed and documented by the project;
- Validation that payment for affected crops, trees and other assets and structures will represent a fair and reasonable cost based on market prices and landowners; and
- Validation that the agreement is in compliance with applicable laws of Vanuatu as well as safeguard requirements stipulated in ADB SPS (2009).

Signature:

Date:

Name of Verifier:

Official Stamp (if applicable):

[Handwritten Signature]

26.02.19

Grafrano Mabi



**Appendix 4: Copy of MoA for Site Road Access Consent
and Third Party Validation – Tervaut and Lamu Tepenpel**



GOVERNMENT OF THE REPUBLIC OF VANUATU

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF VANUATU

AND

LANDHOLDERS OF TERVAUT

**FOR CONSENT TO CONSTRUCT ACCESS ROADS AND ASSOCIATED
WORKS FOR A GOVERNMENT INFRASTRUCTURE PROJECT
TOWARDS THE VANUATU ENERGY ACCESS PROGRAM**

KH ET
N.B
9/2/18

THIS AGREEMENT is made on the 28th day of FEBRUARY 2018

BETWEEN: GOVERNMENT OF THE REPUBLIC OF VANUATU duly represented by the Director General of the Ministry of Climate Change, P.O. Box 192, Port Vila, Vanuatu ("GOV");

AND: [REDACTED] ("Landholder"), being landholders/land claimants/custom land owners of TERVANT Customary Land Area, having their address at TAUTU village, North West Malekula, Malekula Island, MALAMPA Province, Vanuatu, and as further described in Appendix 1; and

AND: VANUATU PROJECT MANAGEMENT UNIT representing the Vanuatu Energy Access Program and having its address at Vila Mall Building, P.O. Box 192, Port Vila, Vanuatu ("VPMU").

WHEREAS the Government of Vanuatu ("GOV") is currently engaged in the planning and preparation stages of an infrastructure development program to improve rural electrification and energy access in the rural areas of Vanuatu, especially on the island of Malekula, for which the program is called the Vanuatu Energy Access Program ("VEAP");

AND WHEREAS a key component of the VEAP on the island of Malekula is the construction of access roads to assist the establishment of the Brenwe hydropower plant along the river system of the Brenwe River, an area which is located upon respective customary land areas occupied by various groups;

AND WHEREAS the respective TERVANT (place name) Landholder has approved in principle of the VEAP and the construction of the access roads towards the Brenwe hydropower plant after being consulted and informed and have voluntarily agreed to allocate a certain portion of the TERVANT Customary Land Area to the Government for purposes of VEAP to construct the access roads required by the Project on Malekula;

AND WHEREAS, the Government and the respective TERVANT Landholder have seen it fit to enter into an Agreement to facilitate the process of Government entering the allocated TERVANT Customary Land Area in order to create a transparent and legal process which will be proper for both parties, as well as in compliance with the relevant laws of Vanuatu governing land use of this nature;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

- (a) This Agreement shall commence on the date it is signed by all parties and will be for a period of 5 years.

- (b) This Agreement may be renewed or extended by the parties after mutual agreement only, and in writing.
- (c) This Agreement may also be terminated once the parties have completed all their obligations and duties under this Agreement.
- (d) This Agreement may also be terminated by either of the parties, only in situations where:
 - (i) One of the parties has caused significant environmental damage to the natural environment and river systems as a result of construction or related works, without first notifying the Landholder; or
 - (ii) One of the parties has committed any criminal offence while in the course of road construction.

2. Parties to this Agreement

- (a) The Government of the Republic of Vanuatu, being the overall implementation entity for the VEAP and being represented by Ministry of Climate Change ("MoCC") is a party to this Agreement.
- (b) KEMUEL HARRY being:
 - a. the customary landholder of TERVAUT custom land area and having property such as food crops, cash crops and gardens in the vicinity of the land area earmarked for the access road; or
 - b. a land claimant of TERVAUT custom land area, who is not yet declared a custom owner; or
 - c. a custom land owner of TERVAUT custom land area
 is a party to this Agreement ("Landholder").
- (c) The VPMU being the project management entity of the VEAP, having the authority stipulated under its Charter, is a party to this Agreement.

3. Purpose

- (a) The TERVAUT Customary Land Area which has been identified as suitable for the VEAP is a land area which is subject to land occupancy by the Landholder.
- (b) Currently:
 - a. [REDACTED] (name of landholder) as an identified TERVAUT (name of custom land area) land holder, has been occupying the said land area for the last 10 years, and has cultivated crops, gardens and vegetation; or
 - b. [REDACTED] (name of land owner) as an identified TERVAUT (name of custom land area) land owner; or

- c. [REDACTED] (name of custom land owner) as an identified PERVANT (name of custom land area) custom land owner,

and being the Landholder in this Agreement, confirms that they are authorized to enter into this Agreement and have full knowledge of the intentions of the Project for purposes of the VEAP.

(c) The parties to this Agreement all agree:

- a. that the land ownership of the PERVANT Customary Land Area has been determined by the Customary Land Tribunal; or
- b. that the land ownership of the PERVANT Customary Land Area has not been determined by the Customary Land Tribunal,

and the purpose of this Agreement is not to prejudice that process, but merely to allow the VEAP to proceed and to agree on the procedures for associated works consent for construction of access roads as further described in this Agreement.

4. Consent provided by the Landholder for the VEAP access roads & Associated Works

- (a) The Landholder hereby provides their prior and informed consent and unanimous agreement to permit VEAP to proceed with construction, operation, and maintenance of the access roads required for the establishment of the Brenwe hydropower plant and associated works to be undertaken by GOV and VPMU, including any of its agents, employees, contractors and partners within the PERVANT Customary Land Area.
- (b) This consent and agreement also extends to the associated works that the GOV and VPMU may require to complete the VEAP such as studies, surveys and other civil works and also mobilization for construction purposes.

5. Ministry of Climate Change and VPMU responsibility as Project Implementation Partners

- (a) Both MoCC and VPMU, in relation to the Landholder, shall communicate and liaise closely with them regarding the planning, preparations and access road construction procedures and shall ensure that the relationship between the Landholder and any Government contractors, Government institutions or departments are maintained.
- (b) Regular reporting, site inspections and communications will be carried out by MoCC and VPMU with the Landholder throughout the duration of the VEAP.

- (c) MoCC and VPMU will both act in a diligent and responsible manner and also provide appropriate expertise and management for the access road construction and associated works which involve highly technical and engineering process.
- (d) MoCC and VPMU shall be responsible in managing and mitigating any concerns relating to the natural environment in the vicinity of the Brenwe hydropower project and operations and by managing appropriately the role of any contractor operating any construction or civil works within TERVAUT custom land area.

6. Landholder agrees to facilitate and participate in Access Road Construction procedures

- (a) The Landholder agrees to participate where relevant and necessary to facilitate the completion of the access road construction.
- (b) The Landholder acknowledges that their participation in the access road construction is done voluntarily, by their own will, and with knowledge and understand that they are provided with all the remedies, including:
 - a. Compensation for affected trees, crops and structures, following an assessment and valuation by the Ministry of Forestry and Agriculture; or
 - b. agreeing to receive planting materials, seedlings and other in-kind items to replace any crops, plants and vegetation that they are required to remove from the access road corridor area.
- (c) The Landholder agree to work closely with the Design Supervision Consultants Engineers, including the MoCC and VPMU in order to ensure that the access road construction process is done properly and in reasonable time.

7. Landholder agrees to voluntarily allocate portions of land space to Government of Vanuatu during the duration of this Agreement to be used for Access Roads

- (a) Pursuant to the respective land procedures and safeguard procedures of the Vanuatu Government, including the *Land Lease Act*, the *Land Acquisition Act*, and the *Custom Land Management Act*, the Landholders agree to voluntarily allocate the TERVAUT Customary Land Area to the GOV during the duration of the Agreement
- (b) For the duration of this Agreement, the allocation of the TERVAUT Customary Land Area will be by way of public access for public interest and for the GOV to use it only for the purposes of the access road construction for VEAP, and may include erection of electricity poles, transmission lines and related infrastructure.
- (c) Upon expiration of this Agreement, the GoV may :
 - a. renew clause 7(b) for a further period of five years; or

- b. acquire permanently the allocation of the TERVAUT Customary Land Area.

This clause 7(c) will survive the expiration or termination of this Agreement.

8. Mitigation of Losses of Crops, Food Gardens, Trees and Plants and other affected assets

- (a) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are in the identified road corridor will be removed after they are given reasonable notice and assistance.
- (b) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are removed, damaged or relinquished, shall be:
 - a. replaced by the MoCC and VPMU through a process of plant material exchange, whereby the MoCC and VPMU provide alternative or similar plant materials for the crops, food gardens, trees and plants relinquished; or
 - b. compensated, following the outcome of an assessment and valuation of affected trees, crops and structures by the Ministry of Forestry and Agriculture.
- (c) The TERVAUT Landholders agree that they will fully support the options listed at 8(b) above, and will not deny access or use of the TERVAUT Customary Land Area for the purposes of VEAP, even while:
 - i. the access road construction is ongoing, or
 - ii. the Brenwe Hydropower construction is ongoing.

9. Governing Law

- (a) This Agreement is governed by the Laws of the Republic of Vanuatu.
- (b) Other relevant laws of Vanuatu may apply wherever necessary or applicable.

10. Dispute Resolution & Grievance Redress

- (a) In the event that there is a dispute or grievance arising under this Agreement between any of the parties, the parties involved must endeavour to enter into a dispute resolution and grievance redress meeting to resolve their disputes or grievances in order to maintain the purpose of this Agreement. The grievance redress mechanism provided under VEAP will be utilized in such events.

- (b) The parties must attempt to use the dispute resolution mechanism and grievance redress mechanism before electing to terminate of this Agreement.

11. Amendments

- (a) The parties to this Agreement may mutually agree to amend or add any new provisions to this Agreement.
- (b) Any amendment or addition must be approved by all parties and signed and executed in the same manner as this Agreement.
- (c) Any amendment or addition shall form part of this Agreement and shall operate only within the period of this Agreement.


IN WITNESS of which the parties have set their hands on the day and year first above written.


For GOVERNMENT OF THEREPUBLIC OF VANUATU represented by the Director General, Ministry of Climate Change

Name: JESSIE BENJAMIN, Director General
Signature: 

Witnessed by:


Name: 

Signature: 

For the TEKVAVI LAND HOLDERS represented by 

Name: 


Signature: 

Witnessed by: 

Signature: 


For the VANUATU PROJECT MANAGEMENT UNIT, Program Director, represented by

Name: JOHNSON WABANAT

Signature: 

Witnessed by:

Name: 


Signature: 

Independent Third Party Validation:

For the MALAMPA PROVINCIAL COUNCIL, being an independent third party validation:

Name: Iven Meltekly

Signature: 

Witnessed by: 

Signature: 

Third Party Verification Letter

We provide the independent verification of the Memorandum of Understanding (MoU) signed on 28/02/19 (date) between the government represented by the Bonaire and landowners/land claimants of Tervaut

(address of landowners) on the use of 0.5 ha land for Access road under the V.E.A.P (the Project) that (i) the landowners/land claimants support the Project and its activities and have agreed to voluntarily allocate the affected land during the duration of the MoU; (ii) consultations and negotiations with landowners/land claimants have been undertaken meaningfully, freely and in good faith and the landowners/land claimants have made informed decisions on use of land, and (iii) terms and conditions of the MoU have been explained to and understood and agreed by the landowners/land claimants. The verification is based on our independent:

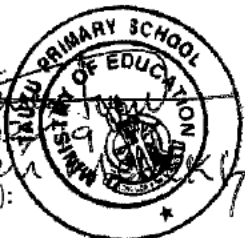
- Review of the documentation on the identification of affected landowners/land claimants and the consultation and negotiation process leading up to the signing of the MoU;
- Validation that consultations with the landowners/land claimants have been undertaken and that they were provided with relevant information as per the project;
- Validation that the MOU is voluntary (free of coercion) and that the landowners/land claimants have fully understood and agreed to all the agreements' terms and conditions;
- Validation that landowners or any other users/occupants will not experience major adverse impacts from land use by the project during the duration of the MoU;
- Validation that any minor impacts have been identified, sufficiently addressed and documented by the project;
- Validation that payment for affected crops, trees and other assets and structures will represent a fair and reasonable cost based on market prices and landowners; and
- Validation that the agreement is in compliance with applicable laws of Vanuatu as well as safeguard requirements stipulated in ADB SPS (2009).

Signature: 

Date: 28/02/19

Name of Verifier: Irene

Official Stamp (if applicable):





GOVERNMENT OF THE REPUBLIC OF VANUATU

MEMORANDUM OF AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF VANUATU

AND

LANDHOLDERS OF Lamu / Teparua

FOR CONSENT TO CONSTRUCT ACCESS ROADS AND ASSOCIATED
WORKS FOR A GOVERNMENT INFRASTRUCTURE PROJECT
TOWARDS THE VANUATU ENERGY ACCESS PROGRAM

THIS AGREEMENT is made on the 26th day of February 2018 JT B.N.
H. N.
G.M.
N-12

BETWEEN: GOVERNMENT OF THE REPUBLIC OF VANUATU duly represented by the Director General of the Ministry of Climate Change, P.O. Box 192, Port Vila, Vanuatu ("GOV");

AND: [REDACTED] ("Landholder"), being landholders/land claimants/custom land owners of Lamu/Tepenseal Customary Land Area, having their address at Unmet village, North West Malekula, Malekula Island, MALAMPA Province, Vanuatu, and as further described in Appendix 1; and

AND: VANUATU PROJECT MANAGEMENT UNIT representing the Vanuatu Energy Access Program and having its address at Vila Mall Building, P.O. Box 192, Port Vila, Vanuatu ("VPMU").

WHEREAS the Government of Vanuatu ("GOV") is currently engaged in the planning and preparation stages of an infrastructure development program to improve rural electrification and energy access in the rural areas of Vanuatu, especially on the island of Malekula, for which the program is called the Vanuatu Energy Access Program ("VEAP");

AND WHEREAS a key component of the VEAP on the island of Malekula is the construction of access roads to assist the establishment of the Brenwe hydropower plant along the river system of the Brenwe River, an area which is located upon respective customary land areas occupied by various groups;

AND WHEREAS the respective Lamu/Tepenseal (place name) Landholder has approved in principle of the VEAP and the construction of the access roads towards the Brenwe hydropower plant after being consulted and informed and have voluntarily agreed to allocate a certain portion of the Lamu/Tepenseal Customary Land Area to the Government for purposes of VEAP to construct the access roads required by the Project on Malekula;

AND WHEREAS, the Government and the respective Lamu/Tepenseal Landholder have seen it fit to enter into an Agreement to facilitate the process of Government entering the allocated Lamu/Tepenseal Customary Land Area in order to create a transparent and legal process which will be proper for both parties, as well as in compliance with the relevant laws of Vanuatu governing land use of this nature;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

- (a) This Agreement shall commence on the date it is signed by all parties and will be for a period of 5 years.

- (b) This Agreement may be renewed or extended by the parties after mutual agreement only, and in writing.
- (c) This Agreement may also be terminated once the parties have completed all their obligations and duties under this Agreement.
- (d) This Agreement may also be terminated by either of the parties, only in situations where:
 - (i) One of the parties has caused significant environmental damage to the natural environment and river systems as a result of construction or related works, without first notifying the Landholder; or
 - (ii) One of the parties has committed any criminal offence while in the course of road construction.

2. Parties to this Agreement

- (a) The Government of the Republic of Vanuatu, being the overall implementation entity for the VEAP and being represented by Ministry of Climate Change ("MoCC") is a party to this Agreement.

(b) [REDACTED] being:

- a. the customary landholder of Lamu/Tepapel custom land area and having property such as food crops, cash crops and gardens in the vicinity of the land area earmarked for the access road; or
- b. a land claimant of Lamu/Tepapel custom land area, who is not yet declared a custom owner; or
- c. a custom land owner of Lamu/Tepapel custom land area

is a party to this Agreement ("Landholder").

- (c) The VPMU being the project management entity of the VEAP, having the authority stipulated under its Charter, is a party to this Agreement.

3. Purpose

- (a) The Lamu/Tepapel Customary Land Area which has been identified as suitable for the VEAP is a land area which is subject to land occupancy by the Landholder.

- (b) Currently [REDACTED]
 - a. [REDACTED] (name of landholder) as an identified Lamu/Tepapel (name of custom land area) land holder, has been occupying the said land area for the last 10 years, and has cultivated crops, gardens and vegetation; or
 - b. [REDACTED] (name of land owner) as an identified Lamu/Tepapel (name of custom land area) land owner; or

- c. [REDACTED] (name of custom land owner) as an identified
Lamu/Tepungel (name of custom land area) custom land owner,

and being the Landholder in this Agreement, confirms that they are authorized to enter into this Agreement and have full knowledge of the intentions of the Project for purposes of the VEAP.

(c) The parties to this Agreement all agree:

- a. that the land ownership of the Lamu/Tepungel Customary Land Area has been determined by the Customary Land Tribunal; or
- b. that the land ownership of the Lamu/Tepungel Customary Land Area has not been determined by the Customary Land Tribunal,

and the purpose of this Agreement is not to prejudice that process, but merely to allow the VEAP to proceed and to agree on the procedures for associated works consent for construction of access roads as further described in this Agreement.

4. Consent provided by the Landholder for the VEAP access roads & Associated Works

- (a) The Landholder hereby provides their prior and informed consent and unanimous agreement to permit VEAP to proceed with construction, operation, and maintenance of the access roads required for the establishment of the Brenwe hydropower plant and associated works to be undertaken by GOV and VPMU, including any of its agents, employees, contractors and partners within the Lamu/Tepungel Customary Land Area.
- (b) This consent and agreement also extends to the associated works that the GOV and VPMU may require to complete the VEAP such as studies, surveys and other civil works and also mobilization for construction purposes.

5. Ministry of Climate Change and VPMU responsibility as Project Implementation Partners

- (a) Both MoCC and VPMU, in relation to the Landholder, shall communicate and liaise closely with them regarding the planning, preparations and access road construction procedures and shall ensure that the relationship between the Landholder and any Government contractors, Government institutions or departments are maintained.
- (b) Regular reporting, site inspections and communications will be carried out by MoCC and VPMU with the Landholder throughout the duration of the VEAP.

- (c) MoCC and VPMU will both act in a diligent and responsible manner and also provide appropriate expertise and management for the access road construction and associated works which involve highly technical and engineering process.
- (d) MoCC and VPMU shall be responsible in managing and mitigating any concerns relating to the natural environment in the vicinity of the Brenwe hydropower project and operations and by managing appropriately the role of any contractor operating any construction or civil works within Lamu / Tepenpa custom land area.

6. Landholder agrees to facilitate and participate in Access Road Construction procedures

- (a) The Landholder agrees to participate where relevant and necessary to facilitate the completion of the access road construction.
- (b) The Landholder acknowledges that their participation in the access road construction is done voluntarily, by their own will, and with knowledge and understand that they are provided with all the remedies, including:
 - a. Compensation for affected trees, crops and structures, following an assessment and valuation by the Ministry of Forestry and Agriculture; or
 - b. agreeing to receive planting materials, seedlings and other in-kind items to replace any crops, plants and vegetation that they are required to remove from the access road corridor area.
- (c) The Landholder agree to work closely with the Design Supervision Consultants Engineers, including the MoCC and VPMU in order to ensure that the access road construction process is done properly and in reasonable time.

7. Landholder agrees to voluntarily allocate portions of land space to Government of Vanuatu during the duration of this Agreement to be used for Access Roads

- (a) Pursuant to the respective land procedures and safeguard procedures of the Vanuatu Government, including the *Land Lease Act*, the *Land Acquisition Act*, and the *Custom Land Management Act*, the Landholders agree to voluntarily allocate the Lamu / Tepenpa Customary Land Area to the GOV during the duration of the Agreement
- (b) For the duration of this Agreement, the allocation of the Lamu / Tepenpa Customary Land Area will be by way of public access for public interest and for the GOV to use it only for the purposes of the access road construction for VEAP, and may include erection of electricity poles, transmission lines and related infrastructure.
- (c) Upon expiration of this Agreement, the GoV may :
 - a. renew clause 7(b) for a further period of five years; or

- b. acquire permanently the allocation of the Lamu / Tepenpet Customary Land Area.

This clause 7(c) will survive the expiration or termination of this Agreement.

8. Mitigation of Losses of Crops, Food Gardens, Trees and Plants and other affected assets

- (a) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are in the identified road corridor will be removed after they are given reasonable notice and assistance.
- (b) The parties agree that as a consequence of the access road construction, any crops, food gardens, trees and plants belonging to the Landholders which are removed, damaged or relinquished, shall be:
- a. replaced by the MoCC and VPMU through a process of plant material exchange, whereby the MoCC and VPMU provide alternative or similar plant materials for the crops, food gardens, trees and plants relinquished; or
 - b. compensated, following the outcome of an assessment and valuation of affected trees, crops and structures by the Ministry of Forestry and Agriculture.
- (c) The Lamu / Tepenpet Landholders agree that they will fully support the options listed at 8(b) above, and will not deny access or use of the Lamu / Tepenpet Customary Land Area for the purposes of VEAP, even while:
- i. the access road construction is ongoing, or
 - ii. the Brenwe Hydropower construction is ongoing.

9. Governing Law

- (a) This Agreement is governed by the Laws of the Republic of Vanuatu.
- (b) Other relevant laws of Vanuatu may apply wherever necessary or applicable.

10. Dispute Resolution & Grievance Redress

- (a) In the event that there is a dispute or grievance arising under this Agreement between any of the parties, the parties involved must endeavour to enter into a dispute resolution and grievance redress meeting to resolve their disputes or grievances in order to maintain the purpose of this Agreement. The grievance redress mechanism provided under VEAP will be utilized in such events.

- (b) The parties must attempt to use the dispute resolution mechanism and grievance redress mechanism before electing to terminate of this Agreement.

11. Amendments

- (a) The parties to this Agreement may mutually agree to amend or add any new provisions to this Agreement.
- (b) Any amendment or addition must be approved by all parties and signed and executed in the same manner as this Agreement.
- (c) Any amendment or addition shall form part of this Agreement and shall operate only within the period of this Agreement.

IN WITNESS of which the parties have set their hands on the day and year first above written.

<p>For GOVERNMENT OF THEREPUBLIC OF VANUATU represented by the Director General, Ministry of Climate Change</p> <p>Name: JESSIE BENJAMIN, Director General Signature: </p> <p>Witnessed by: Name:  Signature: </p>	<p>For the <i>Lamu Terai</i> LAND HOLDERS represented by </p> <p>Name:  Signature: </p> <p>Witnessed by  Signature: </p>
<p>For the VANUATU PROJECT MANAGEMENT UNIT, Program Director, represented by</p> <p>Name: <i>Fatulai A. Gibson</i> Signature: </p> <p>Witnessed by : Name:  Signature: </p>	<p>Independent Third Party Validation:</p> <p>For the MALAMPA PROVINCIAL COUNCIL , being an independent third party validation:</p> <p>Name: <i>Goffiano Mabi</i> Signature: </p> <p>Witnessed by:  Signature: </p> <p></p>

Third Party Verification Letter

We provide the independent verification of the Memorandum of Understanding (MoU) signed on 26/02/19 (date) between the Government represented by the PSO-0n6nd and landowners/land claimants of Lamk / Tapanpel

(address of landowners) on the use of 0.5 ha land for Access Road under the VEAP (the Project) that (i) the landowners/land claimants support the Project and its activities and have agreed to voluntarily allocate the affected land during the duration of the MoU; (ii) consultations and negotiations with landowners/land claimants have been undertaken meaningfully, freely and in good faith and the landowners/land claimants have made informed decisions on use of land, and (iii) terms and conditions of the MoU have been explained to and understood and agreed by the landowners/land claimants. The verification is based on our independent:

- Review of the documentation on the identification of affected landowners/land claimants and the consultation and negotiation process leading up to the signing of the MoU;
- Validation that consultations with the landowners/land claimants have been undertaken and that they were provided with relevant information as per the project;
- Validation that the MOU is voluntary (free of coercion) and that the landowners/land claimants have fully understood and agreed to all the agreements' terms and conditions;
- Validation that landowners or any other users/occupants will not experience major adverse impacts from land use by the project during the duration of the MoU;
- Validation that any minor impacts have been identified, sufficiently addressed and documented by the project;
- Validation that payment for affected crops, trees and other assets and structures will represent a fair and reasonable cost based on market prices and landowners; and
- Validation that the agreement is in compliance with applicable laws of Vanuatu as well as safeguard requirements stipulated in ADB SPS (2009).

Signature:

Date:

Name of Verifier:

Official Stamp (if applicable):

[Handwritten Signature]

26.02.19

Grafrano Mabi

