

PILA – MUJONG FMU Forest Timber Licence No. T/0518 (STIDC)

HP14 – TO RESOLVE LAND CLAIM AND LAND USE RIGHT

Purpose

1. This mechanism is prepared to provide guidelines in case when there is any land issue raised by the local communities in future on land claim (land title, native customary right (NCR)), tenure and use rights, conflicts and grievances, site of special cultural, ecological, economic or religious and all such land compensations emanated inside the FMU.
2. This document contain workflow when receiving “complaints and grievance” and how to handle them.

Basic processing flow of compliance is as follows:-

Local Community:

1. The community must fill in the “Complaint Form” as provided and placed at the suggestion box in front of the FMU Office.
2. Submit the duly filled and signed “Complaint Form” with name clearly appeared in the “Complaint Form” and put into the suggestion box or through related Community Representative Committee (CRC).
3. To set up meeting with FMU to validate the complaint with all necessary supporting documents and evident.
4. For land claim issue, community must go to the affected area together with FMU for measuring.
5. Waiting for FMU and other related agency to verify the claim or any grievance.

FMU/Company:

1. The Person In-Charge (PIC) must record, analyze and identify the issue of complaint raised by the community within 14 days upon receiving of any complaint from the suggestion box provided or through related CRC. A duly filled “Complaint Form” without signature and full name will not be entertained.
2. FMU will arrange meeting with community to verify the claim or grievance.
3. Ground surveyor team to measure the affected area and identify that area in the locality map.

4. FMU or top management will process the claim based on supporting document submitted by the community within 30 days. The following process will be undergone:
 - (a.) If the area proven NCR land or claimable area, FMU will discuss with landowner for compensation and company will give permission to use that area. An agreement will produce between landowner and FMU for land right to keep using the area (refer **Appendix 'A'**).
 - (b.) If the area is not claimable, this process will end with notification letter sent to community or to get the community to acknowledge the issue settled by signing on the space provided in the "Complaint Form".
 - (c.) If community still not satisfy with the result, they may bring this matter to FMCLC or higher authority for other solution.
5. FMU shall settle a case raised by the Community within 3 months upon receiving of a valid complaint.
6. To keep proper filing for all records including all outcome settlements and minutes of meetings.
7. Please refer to "**Conflict Resolution Process Flow**" as attached hereto under **Appendix 'B'** for reference.

We shall follow the government policies and practices regarding recognition of native's rights to land or forest under Land Code (Amendment) Bill, 2000. This means that the government can only recognize those rights of natives which have been lawfully created because all land belongs to the state government. In case of native customary land with no titles, natives with legitimate customary rights to the land, (i.e. created in accordance with law) occupy the state land area thereby instead self-claimed as licensees or owner under Section 5(2) and by virtue, actually in contravene Section 44 of Sarawak Land Code.

All possible conflicts and grievances must be solved by following the stipulated procedures amicably as engaged in timber harvesting practices through free, prior, inform and consent (FPIC).

Rate of Crops Compensation provided by Land & Survey Department as attached hereto under **Appendix 'C'** serves as guidelines in case there is any land disputes and crop compensation raised by the Complainant within Pila – Mujong FMU under Forest Timber Licence No. T/0518.

**PILA – MUJONG FMU
Forest Timber Licence No. T/0518 (STIDC)**

AGREEMENT

An Agreement is made this _____

BETWEEN

SONG LOGGING COMPANY SDN. BHD. (Co. No. 196001000123/106696-K), a company incorporated and registered in Malaysia and having its registered office at Bangunan Hung Ann No. 1, Jalan Bujang Suntong, 96000 Sibul, Sarawak (hereinafter referred to as **“the First Party”** which expression shall where the context so permits include its successors-in-title and/or permitted assigns) of the one part.

AND

xxxxxxxxxxxx (NRIC No. xxxxxxxxxxxxxxx) of xxxxxxxxxxxxxxx (hereinafter referred to as **“the Second Party”** which expression shall where the context so permits include its successors-in-title and/or permitted assigns) of the other part

WHEREAS:-

- (1) The First Party represent that they have been granted by Sarawak Timber Industry Development Corporation (STIDC) the exclusive right of felling extracting and removing of all merchantable timber logs from the concession area under Forest Timber Licence No. T/0518 issued by the Director of Forests, Sarawak which covered the Forest Management Unit (FMU) of 100,978 hectares under Pila – Mujong FMU within its defined boundaries situate at Batang Rejang (West, Sg. Pila (North), Batang Balleh (South) and Sg. Muyong (East) in the Kapit Division (hereinafter referred to as **“the said FMU area”**).
- (2) The Second Party claims to have an interest in the land situated within Coupe xxxx of the said FMU area, whereby the Second Party has no establishment of shifting cultivation land/pulau galau/Temuda land/crops/fruit trees/gravity feed water catchment/stream buffer zones/salticks/burial grounds, cultural/religious sites, *Menoa area/Damun, Pala Damun/Pulau* and etc (hereinafter referred to as **“the said Area”**) as indicated in the locality map attached hereto under Appendix 'X'.
- (3) The Second Party further warrants to the First Party that he has a full authority and power to enter into this agreement and there is no other claimant to the said Area.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained, the parties hereby covenant and agree with each other as follows:

- (1) The First Party hereby undertakes the followings:
 - (i.) agree to ensure that the disturbance on the said Area to be reduced to minimal during logging operations therein.
 - (ii.) Agree to ensure the reduce impact logging (RIL) and Environmental Impact Assessment (EIA) are followed closely and effectively implemented.
 - (iii.) To follow the relevant federal, state and local laws to prevent loss and damages affecting the said Area
- (2) The First Party hereby agree to make an one-off payment to the Second Party for allowing the First Party to fell, extract and harvest all merchantable logs and the consequence damages done to land, tree and crops within the said Area which is to be agreed by both parties in a later date before the First Party wishes or plan to work inside the said Area.
- (3) The Second Party claimed that the aforesaid payment shall be formally agreed upon with free, prior and informed consent before forest operations commence.
- (4) In consideration of the above payments, the Second Party hereby acknowledges receipt hereof, covenant and undertake with the First Party as follows:
 - (i) his full co-operation to the logging operation of the First Party and its contractors and sub-contractor so that the same can be carried out smoothly.
 - (ii) They shall make no other claims or right on the disturbances to the surrounding or damages of crops / tree felled and removed from the said Area against the First Party.
 - (iii) To indemnify the First Party against all or any claims of any third party or parties alleging right over the said Area.
 - (iv) To actively resolve or cause to resolve any infringement of the said Area by any third party or parties so that the First Party's log extraction and planting operation can be carried out smoothly and uninterrupted.
 - (v) To or so as to allow the First Party to fell, extract and harvest all the timber logs irrespective of the species and sizes from the said Area until the completion of log extraction in the said Area.

- (vi) Arrangement of payment to be made in cross cheque issued by the First Party to the Second Party.
- (5) The signatories for the First Party and the Second Party as named represented to each other that each of them has authority to execute this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED FOR THE SAID)
SONG LOGGING COMPANY SDN. BHD.)
(the First Party)) **DIRECTOR/AUTHORISED OFFICER**
in the presence of) Name:
) NRIC No.:

Witness:

Name:
NRIC No.:

SIGNED FOR THE SAID)
xxxxxxxxxxxxxxxxxxxxxx)
(the Second Party))
in the presence of) Name:
) NRIC No.:

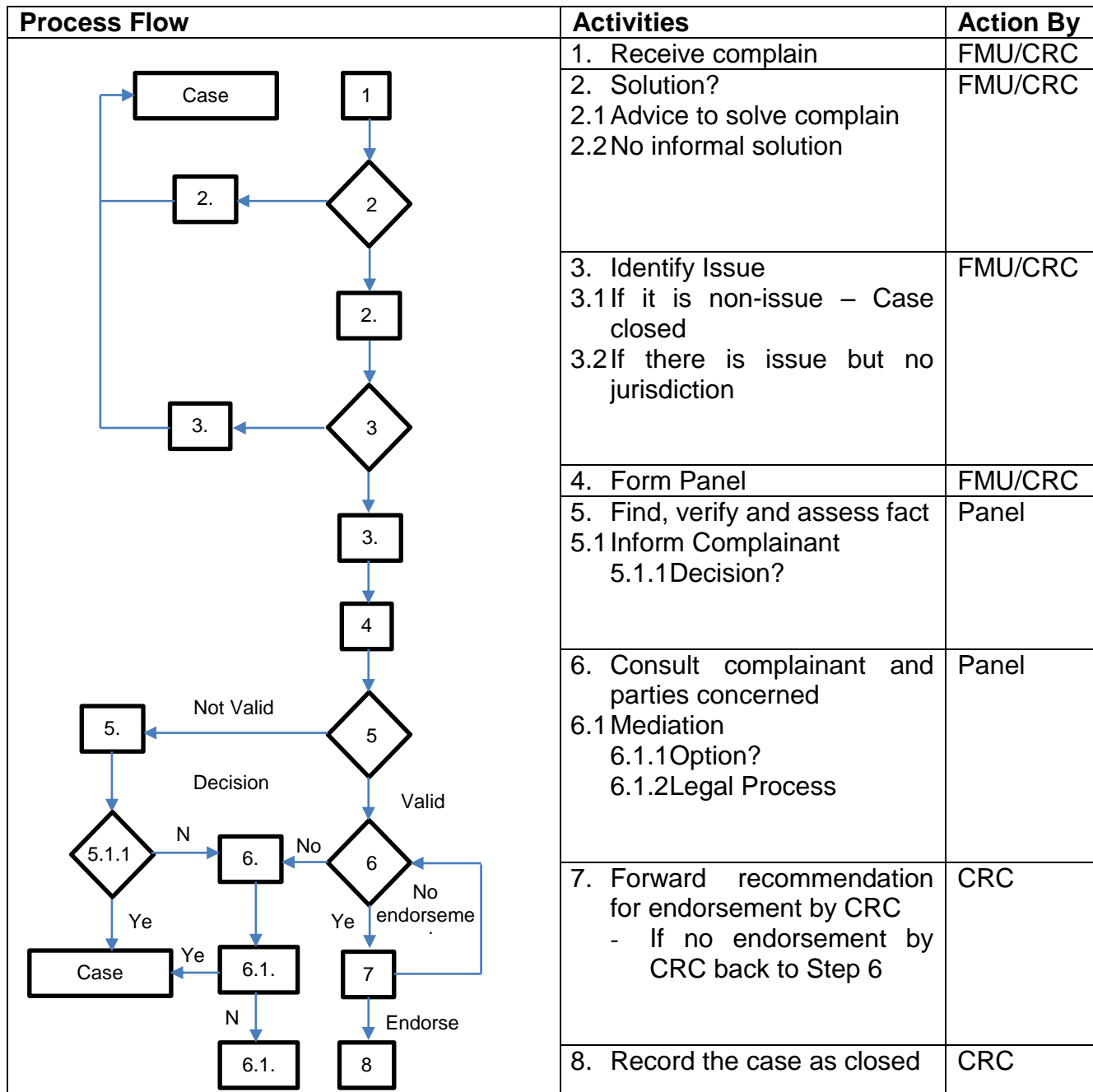
Witness:

Name:
NRIC No.:



PILA – MUJONG FMU Forest Timber Licence No. T/0518 (STIDC)

Conflict Resolution Process Flow



Notes:

- If an issue cannot be resolved at the local level or by the FMU Managers, only then shall the issue be brought to the CRC.
- Third party can come from organizations such as government agencies, community leaders (e.g. Penghulu, Pemanca/Temenggong), ethnic association and community organization, professional and non-profit organizations if and when necessary.

Steps of Conflict Resolution

The steps to be taken by the CRC and its panel are as follows:

Step 1: When a dispute is brought to the attention of a CRC member, the complainant should be advised to resolve the conflict informally. At this stage the CRC suggests the complainant to speak directly with the parties involved and resolve the conflict as soon as possible.

The steps below shall be taken if the conflict could not be resolved.

Step 2: Record an issue raised by a complainant.

Step 3: Identify issues – whether within jurisdiction of the partnership body or to be assigned to the right body.

1. If the matter raised is a non-issued, the CRC shall explain to the complainant and matter is closed.
2. If the matter is an issue relating to sustainable forest management but the CRC has no jurisdiction, the complainant shall be advised to refer the matter to the relevant bodies such as the Land and Survey Department on matters relating to land.
3. If the issue warrants further investigation by the CRC, the following steps shall be taken.

Step 4: Appoint a Panel to look into the matter. Panel membership depends on the parties involved.

1. For issues involving only the community affecting the FMU management, panel comes from the CRC excluding parties involved.
2. For issues involving both FMU and one communities, panel comes from CRC members who are not involved and a third party acceptable to both parties.

Step 5: The Panel shall find, verify and assess fact involving two stages.

In the first stage, the panel members shall interview and record statements from:

1. All parties concerned
2. Witnesses and evidences produced by parties concerned.

In the second stage, the panel shall assess the finding by:

1. Obtaining clarification from individuals and/or elders with background knowledge of the issue.
2. Consulting knowledgeable individuals (who may and may not be the same individuals as in (1), if necessary.
3. Developing a summary of findings.
4. Proposing resolution(s).

In the process of documentation, the panel is to be assisted by a secretariat. The assessment may end in two options.

1. If the assessment finds that the issue raised is not valid, the Panel shall inform the complainant. If the complainant accepts the assessment, the case shall be closed. Otherwise, the complainant may opt for mediation (Component 3 on mediation).
2. If assessment finds the issue raised is valid, the Panel shall take the following step.

Step 6: Consult the complainant and other Parties Concerned. This consultation involves three activities.

1. Present summary of findings.
2. Dialogue to obtain feedback.
3. Seek agreement on action to resolve the problem.

The consultation may result in two outcomes.

1. If the consultation reaches an agreement to resolve the conflict, it shall be brought for endorsement by the CRC as in Step 7.
2. If no agreement is reached, the matter may be brought for mediation as in Component 3.

Step 7: Decision recommended to CRC for endorsement. The CRC executive committee shall examine the recommended solutions reach by the complainant and the parties concerned.

1. If the CRC finds the recommended solution is acceptable, it shall endorse it. The case is then closed as in Step 8.
2. If the CRC finds the recommended solution unacceptable, the matter shall be reverted back for another round of consultation between the complainant and the parties concerned. The revised solution shall be re-submitted to the CRC for endorsement.

Step 8: The case is recorded as closed.

PILA – MUJONG FMU Forest Timber Licence No. T/0518 (STIDC)

APPENDIX

Land & Survey Dept Rates of Crops Compensation

As approved by Minister Vide Memo. 2/MLMR/C/2-109 dated 31.12.80

(HQ Reference 80/10-4/14)

TYPES OF CULTIVATION	COMPENSATION RATE PER TREE(\$)	
	Bearing	Non-bearing
Assam Bachang (Lamacang)	20.00	7.00
Assam Depoh	19.00	8.00
Assam Embang	29.00	13.00
Assam Emplan	36.00	17.00
Assam Jawa	11.00	6.00
Assam Kamatan	22.00	10.00
Assam Kundong	11.00	6.00
Assam Kuani	50.00	18.00
Assam Kumbang	20.00	10.00
Assam Mangga	49.00	18.00
Assam Paoh	13.00	7.00
Assam Putaran	18.00	8.00
Assam Raba	17.00	8.00
Antawak or Pundan	17.00	7.00
Belimbin Segi	16.00	7.00
Belimbin Tunjok	11.00	5.00
Benjai or Pudun	13.00	7.00
Batih (Papaya)	13.00	6.00
Blunuh	19.00	10.00
Buluh (Bamboo)	1.00	-
Betiti	11.00	6.00
Belimbin Asam	13.00	6.00
Bulang or Balimbin	10.00	5.00
Bagan	5.00	2.00
Bandong Ubi (Tapioca)	1.00	1.00
Cempedak Brunei	22.00	11.00
Cempedak Sarawak	22.00	11.00
Cherry	6.00	2.00
Chermai	8.00	4.00
Chiku	36.00	18.00
Chumpaka (Bunga)	8.00	5.00
Coffee Jawa	14.00	5.00
Coffee Sarawak	14.00	5.00
Dabai	49.00	17.00
Delima	19.00	8.00
Durian	77.00	24.00
Durian Belanda	11.00	6.00
Durian Isa (Tebela)	30.00	13.00

Dunjong (Rambutan)	22.00	10.00
Dadak (Jintan)	2.00	1.00
Durian Pakon	18.00	8.00
Engkabang (Illipenut)	24.00	10.00
Engkala	19.00	8.00
Entawak (Trap type)	17.00	6.00
Enbawang	28.00	11.00
Getah (Ordinary)	18.00	5.00
		5.00
		6.00
		8.00
		8.00
Getah (Clonal)		4.00
		6.00
		8.00
		10.00
		12.00
		14.00
Getah Kahwin	18.00	18.00
		10.00
Getah Durian	11.00	8.00
Gelam	2.00	1.00
Ipoh (Manggis)	24.00	12.00
Isang	6.00	2.00
Itan (Dedak)	2.00	2.00
Isau		
Isu	12.00	6.00
Jambu Air Mawar	18.00	8.00
Jambu Merabas (Baibas) (Batu)	13.00	7.00
Jambu Merah (Lipa)	17.00	8.00
Jambu Nipah or Bell	14.00	8.00
Jambu Putih	17.00	8.00
Jambu Roteh	13.00	6.00
Jerin	11.00	6.00
Jeruit or Serait	5.00	2.00
Jelutong	12.00	6.00
Kakuran	16.00	10.00
Kelapa (Coconut)	30.00	14.00
Kepayang	11.00	6.00
Karonoh	14.00	7.00
Kedongdong	28.00	13.00
Kenanga (Bunga)	11.00	6.00
KerANJI Burong	19.00	8.00
KerANJI Madu	25.00	11.00
Kubai	10.00	5.00
Kapok (Cotton)	11.00	6.00
Kakus (Lingging)	40.00	12.00
Kamayan (Rambutan)	37.00	13.00
Kehuan (Binjoi)	22.00	7.00
Kabuan	16.00	7.00
Kandis	6.00	4.00
Kambawi	7.00	4.00

Kemanti or Rambutan	26.00	7.00
Kelait	1.00	1.00
Lada (Pepper)	48.00	17.00
	30.00	16.00
		18.00
Langsat Pred	31.00	16.00
Langsat Susu	41.00	19.00
Limo Besar (Pamelo)(Orange)	34.00	16.00
Limo Chantong	19.00	10.00
Limo Kasturi	22.00	10.00
Limo Manis	36.00	17.00
Limo Nipis	18.00	10.00
Langgir (Chirok)	12.00	5.00
Limat (Mata Kuching)	28.00	13.00
Lumok (Pedalai)	28.00	11.00
Lanakat (Ma) (Sibau)	16.00	7.00
Lambu	4.00	2.00
Lesaja	7.00	4.00
Manggis (Mangosteen)	25.00	13.00
Maritam	26.00	13.00
Mahu (Esu) (maka Kuching)	31.00	13.00
Mulong (Sago)	25.00	13.00
Mundu	16.00	7.00
Malanjan	10.00	5.00
Mujau	7.00	4.00
Malekat	11.00	6.00
Mandai	4.00	2.00
Nannam	10.00	5.00
Nanas (Pineapple)	1.00	-
Nangka Blulang (Jack Fruit)	38.00	12.00
Nangka Bubor / mangga	23.00	10.00
Nyatch Durian	14.00	7.00
Nuantau	5.00	2.00
Ochong (Uchong)	14.00	7.00
Osong	2.00	1.00
Palak	16.00	10.00
Pinang (Areca Nut)	7.00	4.00
Pisang (Banana)	7.00	4.00
Pisang Tandok	7.00	4.00
Punk (Tampoi Putih)	18.00	10.00
Pulor (Pulor Iban)	18.00	10.00
Pedalai	16.00	7.00
Pingan	8.00	5.00
Pantu (Mulong type)(wild mulong)	5.00	2.00
Pense	4.00	2.00
Pelajau	6.00	4.00
Papaya (Rongan)	16.00	7.00
Petai	16.00	7.00
Pakon or Nyiak (Dried fruit)	16.00	7.00
Pala Kusuh (Trap type smaller fruits)	16.00	7.00
Pudun (Bingei)	13.00	7.00
Pudu (Debai Sour)	7.00	5.00

Rambai Jawa	20.00	11.00
Rambai Sarawak	16.00	7.00
Rambutan	52.00	20.00
	44.00	14.00
	30.00	
Rotan	1.00	1.00
Ruku	16.00	7.00
Remaja	8.00	5.00
Rian (Division)	31.00	16.00
Ranggil	6.00	4.00
Sereh	8.00	4.00
Sibau	16.00	8.00
Sikup (Mangis)	22.00	11.00
Srikaya	12.00	6.00
Sukun (Breadfruit)	34.00	16.00
Sintol (Suntol)	5.00	2.00
Sabun (Oil Palm)	14.00	7.00
Salanking (Wild Fruit)	5.00	2.00
Sangeiong	5.00	2.00
Sibau Dara	6.00	4.00
Tampoi	20.00	11.00
Tauh	6.00	8.00
Tebu (Sugar Cane)	1.00	1.00
Tarap Brunei	30.00	16.00
Tarap Sarawak (Terap)	29.00	14.00
Tuba	2.00	1.00
Temedak (Chempedak)	31.00	16.00
Tekalong	8.00	5.00
Tegelam	18.00	10.00
Tamang	1.00	1.00
Ungwa	5.00	2.00
Usang	5.00	2.00
Ubi Kayu	1.00	1.00
Tapang Tree (Honey-Bee Tree)	6.00	4.00
Langgeng	16.00	7.00
Lemekat (Sibau Group)	16.00	7.00
Koko (Cocoa)	50.00	30.00
Cengkih (Clove)	10.00	5.00
Gajus (Cashew Nut)	50.00	20.00
Karamoh (Kemayau)	30.00	10.00
Kelapa Sawit (Oil Palm)	10.00	5.00

PILA – MUJONG FMU
Forest Timber Licence No. T/0518 (STIDC)

Complaint Form/Borang Aduan

Date/Tarikh:

Name>Nama:

Village/Kampung:

Complaint issue/Hal Aduan:

Complaint Received by:
/Aduan Diterima oleh:

Complaint Verified by:
/Aduan Disahkan oleh:

(_____)

(_____)

Action Taken:
/Tindakan:

Complaint Settled: YES / NO
/Aduan Selesai

If settled, verified by complainant
/Diperakui oleh pengadu jika selesai

: _____
(_____)