

**Summary of FPP, Pusaka and-Goodhope Meeting on Wednesday, 19 October 2016 at
Goodhope's office**

Attendance:

Bapak Marcus Colchester (FPP)
Bapak Franki Samperante (Yayasan Pusaka)
Bapak Emil Kleden (FPP)
Bapak Sanjaya Upasena (Goodhope)
Bapak Ratha Krishnan Raman (Goodhope)
Bapak Kipli Anak Ayom (PT Nabire Baru)
Ibu Lukita Wardhani (Goodhope)
Bapak Edi Suhardi (Goodhope)

The meeting proceeds from 3-5pm.

Following the introductions, Pak Kipli Anak Ayom presented the overview of the case, analysis of the case, case handling and updates on efforts to resolve the case.

During the meeting, the participants highlight key issues, activities and mutual agreement and follow-up actions, as follows:

1. Presentation by Pak Kipli focuses on clarifications on issues in the complaints lodged by Yayasan Pusaka to the RSPO. There are four parts of the complaints, namely (1) land grabbing from the indigenous people of Yeresiam; (2) violence and involvement of the police, Brimob; (3) flooding in the village of Sima due to deforestation associated with plantation development; and (4) clearing of Dusun Sago for oil palm plantation
2. On the first issue of land grabbing, the company has shown evidences that the community consent has been obtained as shown in the land compensation processes and documents. These include a series of meeting with representatives of clan elders, community leaders and other representatives to get community consent followed by

putting up lists of eligible landowners to receive compensation for public review. The lists landowners were subject to scrutiny and examination by all community members. Pak Kipli also showed well documented payments to a number of groups and individual for various purposes, including fund for customary ceremony, compensation to the customary groups and individual landowners. All payment processes were witnessed by relevant stakeholders, such as local authority and community.

3. On violence and involvement of the Brimob, Pak Kipli presented evidence of threats from separatist groups (OPM) which forced the company to report to the government and law enforcement bodies, the Police. The police then assign and deploy Brimob to maintain peace and order in the area. Since, there is no proper barracks and facilities to accommodate the Brimob, the police asked the company to help accommodate the Brimob team. Various allegations regarding violence committed by Brimob were all either proven wrong or untrue based on factual verification by the company together with community and local authority which were augmented with confirmation with the concerned parties, including the alleged victims and witnesses.
4. On the accusation of the cause of flooding in Sima village, Pak Kipli presented data and facts on the date of flood and analysis of the possible cause of flood which were also confirmed by the local authority. The flood in March 2016 occurs extensively in various locations in Nabire, especially those located in low lying areas, such as Sima village. The government confirmed that the flood occurs due to unprecedented rainfall in March 2016 reaching more than 800 mm in a month.
5. On clearing Dusun Sago accusation, Pak Kipli mentioned that the area is located within Ijin Lokasi (location permit), but outside the company's HGU concession. The disputed area of 493 ha is located within Plasma HGU area belong to the cooperative, Koperasi Akaba which owned a total of 837 ha for 34 families. There are only seven out of 34 families in Akaba sub-tribe who are against development of Plasma , but almost all of them refused the clearance of Dusun Sagu.. The total Plasma land in Nabire is 4128 ha earmarked for 397 families. Since the disputed area is Plasma land, so it is the community who will decide whether to continue Plasma development or prevented from development. The company will only develop Plasma if the community decide to do so. Pak Kipli said that the community will reconvene the meeting on October 20th

2016 in Sima village to decide. Pak Sanjaya remarked that the land title of Plasma HGU on customary land is the first in Indonesia given to Koperasi.

6. After the presentation, Pak Marcus then asked Pak Franki to respond and comment.
7. In response, Pak Franki appreciated the presentation and he retorted that the company should have presented this to the community in open and transparent manner. He was upset at the lack of company's efforts to engage local community in matters that may affect them. The company is accused only to deal with community elites and did not adequately consult with all community member. He told the company that such vibrant meeting on 28 September 2016, claimed as the first meeting involving all community groups in Sima village. He emphasised that the community in question holds collective customary rights in land and so the full involvement of all rightsholders is required to ensure agreements about land use, not just a few leaders.
8. Pak Franki reiterated that the first inclusive community meeting where all groups are well representaed and able to voice their aspiration freely need to be continued and done regularly. Pak Franki said that this presentation needs to be openly communicated to all community member. The company need to change the way to communicate directly to community rather than just elites. The company need to support efforts to build harmonious relation and social bond among communities and between the community and the company. Pak Sanjaya expressed his gratitude and appreciation to Yayasan Pusaka for bringing various, sometimes conflicting community groups, to sit together and discuss the issues. He said that the company has made some attempts in the past to meet the critical community group to no avail.
9. On the security matter, at first Pak Kipli said that he once talked to Danyon Brimob that it was better to have their barrack stay outside the company concession. And that he already spoke out of this matter to government. "I give him one year to relocate the brimob barrack/camp", said Kipli as quoted by Pusaka during the meeting. Responding to what Kipli said, pak Franki agreed and support the idea of having the Brimob pulled out from the company's concession as it is deemed as government apparatus to which the community are reserved. Pak Kipli agreed to work on pulling out Brimob from the concession. However, the company needs some time to allow amicable voluntary withdrawal of Brimob.



10. Pak Emil Kleden said that Papuans have suffered from life long threats and developed to have “memoria passionis” or oppression trauma mentality leading to distrust and anger towards state apparatus. The community will not voice their aspiration in the presence of state apparatus. So, the company is advised to talk with the community without their presence.
11. Pak Marcus noted that, unlike the others, he has not visited this area, He said that having listened to the presentations, he found out that there is no disagreement on the events, but only on the cause of events. He outlined three issues, i.e., (1) the complaint derives from conflicting laws, particularly the agriculture law which requires companies to extinguish community rights in land to get a HGU and customary law which seeks to maintain community rights in land. This relates to RSPO P&C 2.1. (2) Did the company have an adequate procedure in place to address grievances as they arose as required by P&C 2.3 and 6.4. It seems not which is why matters escalated. (3) The question also arises, was the community given the opportunity to choose how they would be represented in decision-making and was adequate information provided prior to land release agreements being signed, in line with P&C 2.2, 2.3 and 7.5. The information presented suggested these matters had escalated to a complaint due to inadequate grievance processes and for not allowing the communities to select their representatives and, as Pusaka had noted, due to the lack of recognition of collective rights and the need for inclusive processes of decision-making.
12. Ibu Lukita noted that these legal contradictions do exist and a government task force has been asked to look into them. Meanwhile, she noted, we are stuck in this dilemma. She remarked that the FPIC principles were performed based on FPIC docs version 2008. She said that the company has hired an independent consultant to assess the implementation of FPIC. The report, which is due this month will be shared with FPP and Yayasan Pusaka. She noted there was scope to be more inclusive and to improve communications.
13. Pak Emil noted that the communities had complained vociferously and repeatedly about the way they were being treated by a named company employee from Flores, who is charged with community consultation. This is an obstacle to improving company engagement with the communities. The company was surprised to hear this and agreed

to call for an immediate meeting with Pak Emil, person concerned and Pak Edi to verify the accusation and take immediate action, if that is true.

14. On the follow-up of the case, as Pak Marcus enquired, Pak Edi said that since Yayasan Pusaka and the company have developed mutual understandings on the issues and agreed to amicably address the case, both Yayasan Pusaka and the company agreed to address the complaints through direct communication and engagement among local community groups and between community and the company to be facilitated by Yayasan Pusaka. Also, the RSPO team has visited the site to meet with concerned stakeholders for facts finding and thinks that the case can be resolved directly between the company and the community. The RSPO Complaints Panel, however, is expected to maintain oversight of the complaint and allow the parties to share communications with the RSPO As reiterated by Pak Franki, the main cause of the complaints are communication gaps between the company and local community and among local community groups. So, both parties agreed to work very closely to bridge the gap between the company and the community and between the disputing section of the community, and continue monitor the negotiation process among Sima villagers and implementation of the agreement. The company highlighted that because it is stemming from ill-motive complaints coming from a family with past bad records were not immediately heeded. We accept that it was an oversight from the company as good facts were hidden inside fabricated and false facts. The company also request -as remarked both by Pak Sanjaya and Pak Ratha- that both parties agreed to resolve genuine complaints from the community, but will not entertain ill-motive grievances or complaints for personal interest.
15. Pak Sanjaya really stressed that "We will one hundred percent support the community but as long as they are not self-centered. Not even point one percent we will abandon them if it is not personal but the interest of the whole community".

