



**SOLOMON ISLANDS GOVERNMENT**  
Ministry of Agriculture & Livestock Development

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Solomon Islands Agriculture and Rural Transformation Project  
(P173043)

Project for the Development of the Tenaru Field  
Experimental Station

## **Tenaru Resettlement Action Plan**

July 2024

Version 5.1

[Appendix 4.1 of ESMF]

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## Contents

List of Abbreviations .....	5
Definitions.....	6
Executive Summary.....	7
1 Introduction .....	10
1.1 Background & Project description and Components.....	10
1.1.1 Tenaru Field Experiment Station (FES) of the Ministry of Agriculture and Livestock... ..	10
1.2 Objectives and key principles of RAP .....	11
2 Legal and Regulatory Frameworks.....	13
2.1 The Solomon Islands legislation.....	13
2.1.1 Lands and Titles Act 1988 (amended 1996).....	13
2.1.2 The Agriculture and Livestock Compensation Rates 1985.....	13
2.2 World Bank Environmental and Social Framework .....	13
2.2.1 ESS5 -Land Acquisition, Restrictions on Land Use and Involuntary Resettlement .....	13
2.3 Legal Gap Analysis.....	14
2.4 Modality for land acquisition by MAL.....	14
3 Scope of Land Acquisition and Resettlement .....	15
3.1 Scope of Works .....	15
3.2 Land requirement for the project .....	15
3.3 Impact on people, land and structures.....	15
3.3.1 Impact on people .....	15
3.4 Impact on vulnerable groups .....	16
3.4.1 Impact on structures.....	16
3.5 Measures undertaken to minimize involuntary resettlement.....	16
3.6 Cut-off date.....	17
3.7 Risk Assessment.....	17
4 Social Characteristics of Vicinity around Tenaru .....	18
5 Valuation of assets.....	19
6 Compensation and Assistance .....	20
6.1 Compensation.....	20
6.2 Systems for Making Payments.....	20
6.3 In-kind Assistance. ....	20
7 Consultations .....	21
7.1 Stakeholder Analysis.....	21
7.2 Consultation Undertaken.....	21
8 Disclosure of Resettlement Plan .....	23
8.1 Implementation .....	23

8.2	Institutional Arrangement .....	23
8.3	Implementation Schedule.....	23
9	Grievance Redress Mechanism (GRM) .....	25
9.1	SIART General Grievance Redress Mechanism .....	25
10	Monitoring Arrangements .....	26
11	Budget and financial arrangements.....	27
	Annex 1 – Cadastral and Topographical Survey report for TFES land at Tenaru (10ha).....	28
	Annex 2 – MOU Catholic Church and MAL .....	12
	Annex 3 – Deed of Release and Settlement between Catholic Church and MAL.....	19
	Annex 4 - Tenaru Subcommittee Consultation May 5 <sup>th</sup> 2021.....	33
	Annex 5 – Tenaru Subcommittee Consultation 12 <sup>th</sup> May 2021 .....	44
	Annex 6 – Chuppu Ceremony hand over 17 <sup>th</sup> May 2021 .....	49
	Annex 7 – Site visit to the Tenaru subproject site by PMU team .....	51
	Annex 8 – Minute of consultation meeting between MAL and APs 2 <sup>nd</sup> May 2023 .....	56
	Annex 9 – Individual compensation agreements.....	60
	Annex 10 – Notice to Public and Affected People .....	83
	Annex 11 – Signboard in Tenaru .....	86
	Annex 12 – Guadalcanal Development Board Consent for subdivision of Tenaru land .....	87
	Annex 13 – Risk Assessment and Impacts screening.....	94
	Annex 14 – Legal Gap Analysis SIG & WB ESS 5.....	105
	Annex 15- Detailed Valuation of crops and non-land assets and related compensation values ...	107
	Annex 16- Social Characteristics of Tenaru and surrounding areas .....	111

### **Tables and Figures**

Table 1	Total compensation amounts to APs based on the valuation. ....	20
Table 2	Summary of Discussions/Actions undertaken regarding land acquisition.....	21
Table 3	Summary of Consultations undertaken regarding affected persons.....	21
Table 4	Implementation Schedule for the RAP .....	23
Table 5	RAP Monitoring Parameters and Arrangements.....	26
Table 7	RAP Budget Allocations .....	27
Figure 1	Proposed MAL NALRDC land area in Tenaru .....	11
Figure 2	Proposed MAL NALRDC site relative to Honiara.....	11

## List of Abbreviations

ABPOs: Agri-business Producer Organizations

APs: Affected Persons

RAP: Resettlement Action Plan

CERC: Contingent Emergency Response Component

ESIA: Environmental and Social Impact Assessment

ESS5: Environment and Social Standards 5 (Land Acquisition, Restrictions on Land Use and Involuntary Resettlement).

GRM: Grievance Redress Mechanism

IDA: International Development Association

MAL: Ministry of Agriculture and Livestock

MOFT: Ministry of Finance and Treasury

MOU: Memorandum of Understanding

NAH: National Agriculture Headquarters

NALRDC: National Agriculture Livestock and Research Development Centre

NHA: National Hosting Authority

NRH: National Research Headquarters

OPMC: Office of the Prime & Cabinet

PMU: Project Management Unit

SIART: Solomon Islands Agriculture and Rural Transformation

SIFF: Solomon Islands Football Federation

SIG: Solomon Islands Government

TC: Training Center

TFES: Tenaru Field Experimental Station

WB: World Bank

## Definitions

1. **Registered land:** land registered under the Lands and Titles Act (Cap 133).
2. **Building:** house, out-house or other roofed structure whether brick, wood, mud, metal or any other material but not tent.
3. **Economic Displacement:** Displacement that occurs when individuals or communities are restricted, partially or fully, in their access to land or resources that are important to their means of livelihood or economic well-being and, as a result, more limited in their ability to reside or work in a given location
4. **Affected Household/Family:** All members of a household residing under one roof and operating as a single economic unit; who are adversely affected by the Project or any of its components. It may consist of a single nuclear family or an extended family group.
5. **Affected Person (AP):** All the people affected by the Project through land obtaining, relocation, or loss of income; and include any person, household, firms, or public or private institutions. APs, therefore, include (i) persons whose agricultural land or other productive assets such as trees or crops are affected; (ii) persons whose businesses are affected and who might experience loss of income due to the Project impact; (iii) persons who lose work/employment as a result of Project impact; and (iv) people who lose access to community resources/property as a result of the Project.
6. **Assistance:** Support, rehabilitation and restoration measures extended in cash and/or kind over and above the compensation for lost assets.
7. **Compensation:** Payment in cash or in kind for an asset or a resource that is obtained or affected by the project to which the AP are entitled in order to replace the lost property or income.
8. **Cut-off date:** The date, after which people will NOT be considered eligible for compensation, i.e. they are not included in the list of APs as defined by the census. Normally, the cut-off-date is the date of the detailed measurement survey.
9. **Valuation Survey:** The detailed inventory of losses that is completed after detailed design and marking of project boundaries on the ground.
10. **Informal Settlers/Non-titled:** People who have no legal claim to the land that they are occupying and includes people using private or state land without permission, permit or grant i.e. those people without legal title to land and/or structures occupied or used by them. WB's policy explicitly states that such people cannot be denied compensation.
11. **Project:** Solomon Islands Agriculture and Rural Transformation Project
12. **Resettlement:** All the impacts associated with loss of physical and non-physical assets, including homes, communities, productive land, income-earning assets and sources, subsistence, resources, cultural sites, social structures, networks and ties, cultural identity, and mutual help mechanisms.
13. **Vulnerable:** Who might suffer disproportionately or face the risk of being marginalized from the effects of resettlement and includes: (i) female-headed households with dependents; (ii) disabled household heads; (iii) poor households that fall on or below the poverty line (within the meaning given previously); (iv) landless; (v) elderly households with no means of support; (vi) households without security of tenure; (vii) households of indigenous population or ethnic minority.

## Executive Summary

The Solomon Islands Agriculture and Rural Transformation Project (SI ART) is financed in Credit and Grant by the World Bank and implemented by the Ministry of Agriculture and livestock. The project has four components:

- Component 1. Agribusiness and Infrastructure Investments
- Component 2. Institutional Capacity Development
- Component 3. Project Management
- Component 4. Contingent Emergency Response Component

The development and construction of a National Agriculture Research and Development Center (NARLDC) in Tenaru, Central Guadalcanal, falls under component 1 of this project and is considered a subproject. The goal of this development is to construct a center for agriculture that will enable state of the art research, extension activities and exchange in agriculture and livestock for the improvement of agriculture and its economic contribution to Solomon Islands. Key facilities include Field Experimental Station (TFES), Extension Training Center (TC), National Research Headquarters (NRH) and Staff housing. Other activities include: Development of an overall development concept and master plan; Technical designs for each of the master plan included facilities; ESIA 10ha; Land clearing 10ha; Site preparation activities - back filling; Drainage systems 10ha + Construction of road network within 10ha site; Geotech assessment 10ha; Perimeter Fencing 10ha; Construction/installation of water supply system + Farm irrigation system; Installation of electricity supply system (Solomon Power); Construction of agreed facilities.

### Land Requirement

To achieve the NARLDC subproject and associated activities, MAL (in 2020) went into discussions and agreement with the Catholic Church, Arch Diocese of Honiara (Catholic Church) to secured 37.5 ha of land at Tenaru of which, 10ha will be developed for the NARLDC under this current project. This same portion of land was leased by the government in 1981 for a period of 40 years where MAL set up research centre establishment which got destroyed during the ethnic tensions in 1998-2002 and since then, MAL was without a research centre in Guadalcanal until the one proposed under this subproject. In 2021, MAL signed an MOU with the Church and a deed of release (in 2023) which allows the government (through MAL) to access and work on the site, with a long-term lease arrangement to follow suit which the Ministry of Lands and Guadalcanal Province are currently working on.

Sometime after the ethnic tensions, there were informal settlers (12) that either residing or using that area of interest at Tenaru for gardens but without the consent from the Church.

This Tenaru Resettlement Action Plan (RAP) aims therefore to ensure involuntary resettlement risks and impacts including physical and economic displacements that may be caused by the NARLDC subproject activities are minimized and avoided in line with the requirements of ESS 5<sup>1</sup>. This document is specific to NARLDC describing the subproject scope, potential risks and impacts, measures and processes that are in place to minimise those risks and impacts particularly to affected persons (APs) and the environments, in accordance to the World Bank (WB) Environmental and Social framework (ESF) and the Solomon Islands Government (SIG) laws and regulations. This document also outlines the entitle matrix, implementation schedule and monitoring arrangements of the RAP.

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<sup>1</sup> ESS 5 stands for the *Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement*, of the WB's Environmental and Social Framework (ESF).

## Implementation Timetable and Monitoring

The process of securing the land was initiated before the activation of the SIART project and continued into the implementation phase of the project. This RAP hence describes the process that MAL had implemented to secure the land from the Catholic Church and the measures undertaken to satisfactorily address the physical and economic displacements that were associated with the securing of the land which in scope and scale is low. The summary of the key activities are summarised in the table below. These informal settlers, hereafter referred to as APs have their origin villages in Guadalcanal province particularly in Malango area which is just south of Tenaru land. The RAP in addition to outlining the processes for the timely compensating of loss of assets to APs at replacement costs, will also assist and follow up on their relocation back to those areas.

#	Activity	Duration	In charge	Status
1.	Initial discussions with stakeholders and the Catholic Church for MAL use of the site	2020	MAL	Done
2.	Agree on subdivision of the land site from the Catholic Church	2020-2021	MAL	Done
3.	Sign MOU and Deed between MAL and Catholic Church, before official lease is drafted and implemented by MLHS	2021	MAL	Done
4.	Consultations with APs	2021-2023	MAL, Catholic Church	Done
5.	Inventory and Valuation of crops and non-land assets	June 2021	MAL Research	Done
6.	Guadalcanal Provincial Development Board consent for the subdivision of land given to the Catholic Church	April 2023	Catholic Church	Done
7.	Sign Deed of Release and Settlement between MAL and the Catholic Church	May 2023	MAL	Done
8.	Compensation payouts implemented to APs upon signature of individual compensation agreements based on valuation made and in return to commitment for voluntary vacation of the land and before civil works activities commenced	May 2023	MAL, NHA	Done
9.	In person delivery of follow-up notice to APs providing a further grace period to harvest crops and vacate the site with explicit three-month period <sup>2</sup>	June 2024	MAL Research, SIART Social Safeguard officer	Done
10.	Install two sign boards to inform public on MAL entrance to the land <sup>3</sup>	June 2024	SIART PMU	Done

<sup>2</sup> See Annex 9

<sup>3</sup> See Annex 10



11.	If needed – in-kind support for relocation of APs to their villages by MAL <sup>4</sup>	August/September 2024	MAL	Pending
12.	Sign a lease agreement drafted by MLHS	TBC during 2024	MAL, Social safeguard officer SIART	Pending
13.	Ongoing implementation of GRM	Ongoing	SIART PMU, MAL	Ongoing
14.	Conduct ESIA for the site	May-August 2024	SIART PMU	Ongoing
15.	Hire an Architect to review the site master plan	July 2024	SIART PMU	In process
16.	Hire a consultant to prepare detailed plan for civil works and procurement documents	August-September 2024	SIART PMU	Pending
17.	Contract Civil works and later construction	2025	SIART PMU	Pending
18.	Ongoing monitoring of safeguards as in this RAP	Ongoing	SIART E&S officers	Ongoing

### **Community and Stakeholder Engagement and Grievance Redress Mechanism**

The RAP ensured community engagement and participation to ensure wider acceptance and understanding of the subproject and its goals. These not only created awareness but were a mechanism to implement ESF processes. Similarly, a Grievances Redress Mechanism (GRM) was introduced to allow MAL to properly respond to and resolve any grievances that came up before the implementation of SIART project. However, after the activation of the project, the Project’s GRM is being and currently in use for the duration of the project implementation.

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<sup>4</sup> SI ART will not be financing this activity.

# 1 Introduction

## 1.1 Background & Project description and Components

The details of the SIART Project are stipulated under section 3 of the ESMF. The background of the identification and proposed use of the Tenaru land is the following.

### 1.1.1 Tenaru Field Experiment Station (FES) of the Ministry of Agriculture and Livestock

The former Republic of China Taiwan Technical Mission land at King George the Sixth (KGVI) area (coordinates 160°1'14.32"E, 9°25'22.60"S) , now known as the National Agriculture, Livestock and Research Development Centre (NALRDC) crop field, was required for the relocation of the Solomon Islands Football Federation Academy (SIFF Academy) to make way for the construction of the National Stadium for the Pacific Games 2023 being the government's priority at that time. This NALRDC land which is owned by the government was initially earmarked by MAL to develop the FES.

The initial plans to develop the National Sports Council land for this purpose were abandoned because the Geo-Tech site assessment found it unsuitable for relocating the SIFF Academy there instead settling on part of the NALRDC site at KGVI. A decision was therefore made to relocate part of the NALRDC to another site. The National Hosting Authority (NHA) and MAL detected land at Tenaru (coordinates 160°4'0.75"E, 9°26'38.16"S) as being a suitable site to host part of the NALRDC, and with National Hosting Authority's (NHA) assistance, MAL initiated consultations with the land title owner. The land is owned by the Catholic Church of Solomon Islands Arch Diocese of Honiara who agreed to release it for MAL to develop. MAL have already operated in this area in earlier years (1980s to early 1990s) and so it was suggested as a good idea to re-enter the land.

MAL envisions to develop a centre of excellence for agriculture that will be a leading hub for agriculture and livestock research and development, trainings, events and more on the Tenaru land. Key facilities would be: Field Experimental Station (TFES), Extension Training Center (TC), National Research Headquarters (NRH) and Staff housing. With this, MAL is securing its ability to make research outputs count for those who matter – Farmers and Solomon Islands' community while ensuring sustainable income generation source for MAL.



Figure 1 Proposed MAL NALRDC land area in Tenaru

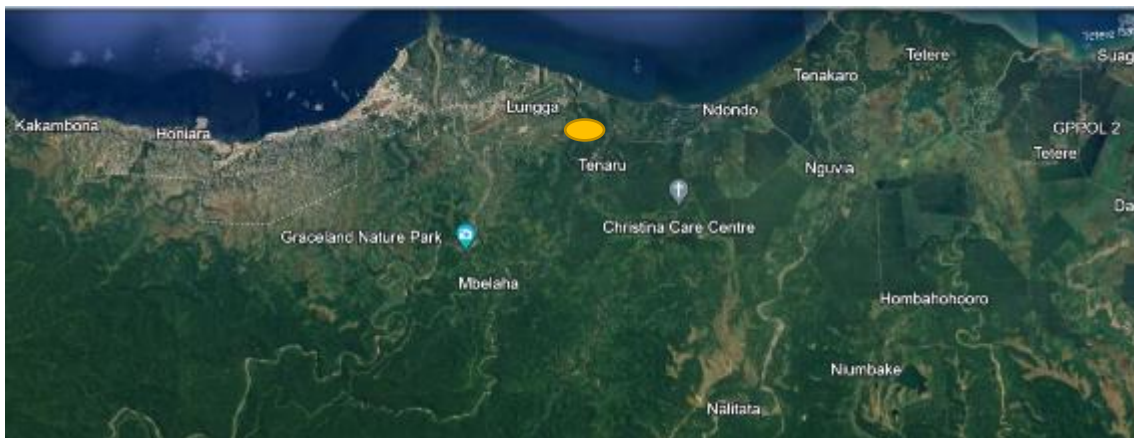


Figure 2 Proposed MAL NALRDC site relative to Honiara

## 1.2 Objectives and key principles of RAP

The objectives of the RAP, in line with Environmental and Social Standard (ESS) number 5 are three-fold:

- To avoid involuntary resettlement or, when unavoidable, minimize involuntary resettlement by exploring project design alternatives.
- To avoid forced eviction.
- To mitigate unavoidable adverse social and economic impacts from land acquisition or restrictions on land use by: (a) providing timely compensation for loss of assets at replacement cost<sup>5</sup>

<sup>5</sup> <https://projects.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>

Thus, the goal of the RAP is to lay down a credible path to ensure the objectives stated are followed. Consequently, implementation of the RAP ensures AP are appropriately compensated and taken care of to minimize any adverse effects of the development actioned by the project design.

## 2 Legal and Regulatory Frameworks

### 2.1 The Solomon Islands legislation

The national legislative framework applicable to the project is stipulation in section 5.1 of the ESMF. Others relevant to this RAP include;

#### 2.1.1 Lands and Titles Act 1988 (amended 1996)

Pertaining to the lease agreement for the Tenaru land in compliance to the Lands and Title Act (LTA), the Guadalcanal Provincial Government had approved the lease application (refer to annex 12). Currently it was with the Commissioner of Lands (CoL) to arrange with the Surveyor General in order to get the area (37 ha) surveyed and the subsequent sub-division for the lease. Part XI of the Land and Titles Act Sections 143 to 162 has specific provision with the process for leasing land from a Fixed Term Estate owner. This part covers the general provisions on leases, conditions for consent of the Commissioner, registration of leases, and various rights and obligations of both lessors and lessees.

To lease the land from the Catholic Mission who is the Fixed Term Estate owner, MAL must ensure that the lease agreement is registered with the Registrar General's Office. The registration process includes submitting the necessary documents such as grants, transfers, and any variations of charges or easements. This ensures that the lease is legally recognized and enforceable under the law.

#### 2.1.2 The Agriculture and Livestock Compensation Rates 1985

The compensation rate schedule was legislated with the purpose of compensating resource owners for damages caused to crops of economic value necessary for social economic development under the Government and its agencies' development plans that is of benefit to the resource owners. Thus, in the case of such development that give cause for compensation for loss of crops, a valuation is taking place and compensation amounts can be determined using these rates.

### 2.2 World Bank Environmental and Social Framework

The details of the Environmental and Social Standards (ESS) relevant to the project is stipulated in the ESMF section 5.2. ESS5 – "Land Acquisition, Restrictions on Land Use and Involuntary Resettlement" draws the processes in case of involuntary resettlement including landuse and access impacts being triggered under the investment. Hence, this RAP was developed which is specific for the Tenaru land only.

#### 2.2.1 ESS5 -Land Acquisition, Restrictions on Land Use and Involuntary Resettlement

This standard requires to:

- Minimize involuntary resettlement through exploring project design alternatives.
- Avoid forced eviction.
- Provide timely compensation and assistance to mitigate adverse impacts from land acquisition.
- Improve living conditions of displaced persons.
- Implement resettlement as sustainable development programs with sufficient resources.
- Ensure transparent planning and implementation with meaningful consultation.

Specifically, the scope of such resettlement plans varies depending on the context and complexity of involuntary resettlement under the project. Nevertheless, the RAP presented here have the following elements:

- Description of the project

- Potential impacts
- Stated objectives for the plan
- Census survey and baseline socioeconomic studies
- Legal framework and institutional framework
- Eligibility – definition of displaced persons
- Valuation of and compensation for losses
- Community participation
- Implementation schedule
- Costs and budget
- Grievance redress mechanism
- Monitoring and evaluation
- Arrangement for adaptive management

### 2.3 Legal Gap Analysis

A gap analysis which highlights the discrepancies between Solomon Islands Legislation to the WB ESS Framework, and especially in relation to ESS5 is in [Annex 14](#).

### 2.4 Modality for land acquisition by MAL

To secure the land from the Catholic Church, MAL together with other SIG actors, has completed the following steps, in line with SIG procedures:

- MAL scouted for a new possible site and detected Tenaru as the only possible option that is agreed by all stakeholders (Guadalcanal province, MID, NHA, OPMC)
- Catholic Church agreed to allocate 37.5 ha of land for the new NARLDC.
- MAL then liaised with Guadalcanal Planning & Development board and MLHS to subdivide Lots 5 and 10 of the Catholic Church land for creation of new Lot 37.5ha (see [Annex 12](#))
- MLHS pursued the necessary land survey and created accordingly Parcel 192-023-5
- MAL then continued to develop an MOU with the Church as first legal instrument to secure the land, found in [Annex 2](#)
- Following the MOU, MAL continued to develop a more binding legal instrument, the Deed of Release and Settlement [Annex 3](#)
- In parallel to these developments, MLHS is continuing to follow the process to develop an official lease agreement. A process that should be completed by the end of 2024.
- To account for the informal settlers, the APs, who reside inside the 10ha, MAL has followed a process of consultations and compensation of the APs which is described in depth below. This procedure started with early-stage consultations to discuss the intention of MAL to re-enter the Tenaru land area and continued consultation through the land acquisition process. The consultation process ensured AP's physical displacement was properly taken care of and that the APs will not be worse off due to the site development, in line with EES5 requirements.

### 3 Scope of Land Acquisition and Resettlement

The MAL, assisted by the SIG, detected a registered land area, portion of the registered Parcel 192-023-5, comprising of 37.5 ha belonging to the Catholic Church, for the development of NALRDC. A Cadastral and Topographical survey team for TFES land at Tenaru (10Ha), in [Annex 1](#) was also completed to screen the area and ensure suitability of the site for MAL development purposes. In 2021, an MOU found in [Annex 2](#) was signed between the Church and MAL committing the two parties to continue deliberations with the view of entering a fixed term lease agreement, to enable MAL long term security for the development of the area. After the MOU, as a more legally binding instrument, the Catholic Church and MAL have signed a Deed of Release and Settlement found in [Annex 3](#) in which the Church has committed to release the land to MAL to develop and to determine that the two parties shall enter into a lease agreement as will be facilitated by the MLHS, anticipated to be finalized by the end of 2024. Due to the relatively big area of land required for the development of the NALRDC and other requirements such as relative proximity to Honiara International Airport and to Honiara as such, together with the expected social and economic benefits from this development, the land Tenaru was agreed to be the most appropriate.

#### 3.1 Scope of Works

As stated in the financing agreement, the project will fund site preparation including clearing, design and construction of training and research centre in Tenaru. The development of the first 10 ha of the NALRDC in line with SIG and WB requirements would include the following works:

- Development of an overall development concept and master plan
- Technical designs for each of the master plan included facilities
- Topographic survey 10ha – completed
- UXO 10ha – completed
- Access road - completed
- ESIA 37.5 ha
- Land clearing 10ha
- Site preparation activities - back filling
- Drainage systems 10ha + Construction of road network within 10ha site
- Geotech assessment 10ha
- Perimeter Fencing 10ha
- Construction/installation of water supply system + Farm irrigation system
- Installation of electricity supply system (Solomon Power)
- Construction of agreed facilities – to be finalized following the master plan design

#### 3.2 Land requirement for the project

Relevant to the SIART project, is 10 ha, clearly demarcated in Figure 1 that will be developed with construction funded by the World Bank. The access road for the site was already completed and paid for by SIG and with consent by the Church as provided in the MOU and later through the Deed of Release and Settlement.

#### 3.3 Impact on people, land and structures

##### 3.3.1 Impact on people

During the land screening, twelve informal settlers (Affected Persons or APs) were found to be utilizing the area. Further conversation revealed that these settlers have permanent villages in Malango Ward and the Guadalcanal Plains, where they were born and they hold customary rights to reside and garden.

In accordance with national laws, the MAL was required to engage exclusively with registered landowners on land issues related to this subproject, as mandated by the Lands and Title Act. Nonetheless, MAL will ensure that APs affected by the subproject receive appropriate compensation for non-land assets impacted. It was made clear to the APs that any larger matters concerning the resettlement of their tribe should be addressed in accordance with national laws, through the provincial government, and outside the scope of this RAP.

Within the 10 hectares slated for development, twelve families were found to have temporarily settled and cultivated gardens. They have been compensated accordingly (refer to Table 2). Based on valuation surveys and consultations with these APs, they have agreed to voluntarily vacate the land and return to their villages.

The crops and non-land assets affected include coconut, sago palm, taro, banana, cassava, slippery cabbage, mandarin, betel nut, eggplant, madarin, mamafua, Borneo cabbage, pineapple, cut nut, akwa, vasa, bamboo bottoms, nali nut, akwa tree, mango, garden pumpkin, local kitchen house, leaf house, long taro (Edu), mamavua, guava, soursop, local tobacco, corn, breadfruit, cassava mound, pana mounds, sandpaper, kabis (Amau), and Ficus copiosa.

Beyond these APs, neighboring communities are not expected to experience negative effects due to the remoteness of the site. In the long term, positive economic impacts can be anticipated as the site will attract visitors, facilitating productive exchanges with surrounding communities.

Along the process, MAL research team has set simple paper signage before the consultation meetings occurred but that was non-permanent. Under this RAP, in 2024 the SI ART project has placed signage in the entrance of the access road and in the entrance to the site itself as means of public notice that this is a MAL site (see [Annex 11](#)).

### 3.4 Impact on vulnerable groups

There are no expected special impacts on vulnerable groups. Out of the 12 settlers, 3 are females who are between 20-40 years old. This means there are no disadvantaged or vulnerable persons involved. The affected people are middle age person between 20 to 40 years old, who are still active. According to consultation with them, they have enough other land (their original land) to cultivate to earn income. They have indicated their support for MAL to pursue the proposed development.

#### 3.4.1 Impact on structures

Two semi-permanent structures would need to be removed for the development to happen. These structures were constructed by the informal settlers who stayed on the Catholic Church's land. To date, the structures have been removed (in 2024) as the settlers have lived up to their agreement with MAL and the Catholic Church.

### 3.5 Measures undertaken to minimize involuntary resettlement.

Following [consultations](#) with these APs, their Chiefs and other SIG stakeholders and the Catholic Church; a way forward was agreed upon, under which the settlers would receive one-off compensated for their losses incurred and would voluntarily vacate the land afterward to allow for development to continue. On the 17<sup>th</sup> of May 2021 an official Chuppu ceremony was implemented witnessed by the



Chiefs from the surrounding communities, where was also officially announced to the settlers of MAL intentions to re-enter the land and the Catholic Church support to this development.

### 3.6 Cut-off date

The Chuppu ceremony marked the official cut-off date after which new settlers or crops would not be considered for compensation. What was agreed during the ceremony is that after the APs (including settlers) receive their compensation, they will have to vacate the land and harvest their crops.<sup>6</sup> Following this ceremony, in June 2021 and working alongside the Cadastral and Topographical survey team for TFES land at Tenaru (10Ha), staff from the MAL Research Department carried out field assessments and gathered data on settlers' properties within the 10ha. In this stage MAL has met with each of the AP and reiterated the cut-off date. The informal settlers - APs have received their compensations in May 2023, two years after the cut-off date. During this time, MAL gave the APs a grace period to remain in the area without any disruptions from MAL. After receiving their compensation, they were reminded of the agreement on 17 May 2021 to harvest their crops and vacate the area. Despite being officially required to vacate the land by the end of August 2023, the Ministry of Agriculture and Livestock (MAL) did not enforce immediate relocation. Instead, they allowed the occupants to move out at a comfortable pace, providing them with the flexibility to transition smoothly.

During these two years, between the cut-off date to the date where the APs received their compensation, research department of MAL have been in regular verbal contact with the APs so that they know what is happening.

#### **Follow-up notices**

In the period August 2023 and June 2024, no developments have yet taken place on site except for the Environmental and Social Impact Assessment Study by a consulting firm. A handful of APs remained on the land. With development work nearing, MAL had provided the APs an additional follow-up notice to provide them enough time – three months - to harvest their crops and not to plant any crops that take longer to grow. The notice period should lapse on September 2<sup>nd</sup> 2024.

- *The follow up notice has been delivered to the APs in June 2024, see [Annex 10](#)*
- *The follow up notice allows the AP three months to harvest their crops and make needed arrangement before vacation*

### 3.7 Risk Assessment

The main risk was related to the informal settlers who resided illegally inside the 10ha that are planned for development and construction and that have been acquired by MAL. However, this risk has been mitigated with the signing of Memorandum of Understanding (MOU) and Deed of Release and Settlement (DRS) with the Catholic Church, the primary landowner and the signing of individual DRS with each of the settler's household. Similarly, the non-land assets (including crops, valuable trees and leaf thatched houses) of those APs have been valued and compensated. Additionally, the construction and development of the site does not impose any evident social or other risks to communities around (refer to [Annex 13](#)).

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<sup>6</sup> Refer to [Annex 6](#)

## 4 Social Characteristics of Vicinity around Tenaru

The description of the social environment the vicinity surrounding the Tenaru land can be viewed in Annex 16.

## 5 Valuation of assets

The valuation of assets took place through a standard practice of application of the MAL Compensation Rates which apply in the case of Social and Economic Developments carried out by Government and other non-private agencies. Valuation of semi-permanent structure was done based on market prices for materials used for housing construction and considering relocation cost for materials that cannot be re-used. It is important to note that the price was negotiated with the APs. The price that was paid was agreed by the two parties (APs and MAL).

In June 2021 and working alongside the Cadastral and Topographical survey team for TFES land at Tenaru (10Ha), staff from the MAL Research Department carried out field assessments and gathered data on settlers' properties within the 10ha. The report of the Topographical survey was made available by the Ministry of Lands, Housing and Survey (MLHS) on August 7<sup>th</sup>, 2021, and is in [Annex 1](#). The report clearly detects existing root crops and two semi-permanent structures, accommodating 7 people in total (3 in one house and 4 in another house) which were then included in the valuation (see table in Annex 15). The total valuation costs are in [section 6 based on the June 2021 valuation work](#).

## 6 Compensation and Assistance

### 6.1 Compensation

Based on the detailed valuation carried out and calculation of related SIG compensation rates associated with the crops and non-land assets in question, the following total compensation amounts (Table 1) has been determined for the twelve informal settlers which are the APs detected and consulted. Thus, the total amount of compensation to be paid by MAL to compensate for losses incurred by these AP was 139,552 Solomon Islands Dollars.

*Table 1 Total compensation amounts to APs based on the valuation.*

*The table has been left out from this disclosed version as the information on specific individuals receiving compensation is confidential.*

### 6.2 Systems for Making Payments

Compensation is to be paid directly to the APs detected during the survey of the land and following the results of the valuation process that took place. The official steps that had been implemented by MAL are:

- 1) MAL Research Department carried out a survey and valuation of crops and non-land assets.
- 2) General consultation with affected communities and APs took place.
- 3) MAL announced its intention to re-enter the land in a Chuppu ceremony (“the cut-off date”)
- 4) MAL Research Department provided a detail valuation table including all APs’ assets to MAL Management
- 5) MAL Management reviewed the reports provided.
- 6) Once MAL Management was satisfied with the reports, Deed of settlements was prepared by MAL Deputy Director Planning and a certified Lawyer.
- 7) MAL PS convened a meeting with APs and Church representatives for official signing of the Deeds and cash payouts of the compensation amounts.

This process has started in 2021 until its resolution on May 2<sup>nd</sup> 2023 when the signature process and payments has been completed.

The minutes of the signing off of the personal Deed agreements by all the APs are found in [Annex 9](#). Crucially, during the meeting to sign off the Deeds, careful attention was given to the fact several APs were illiterate, meaning that they may not understand and be able to critically assess the contents of the legally binding document. Therefore, time was spent to explain in detail the various provisions of the Deed, to reiterate its purpose and to allow questions and clarifications before officially signing and receiving the compensation cash.

The APs have agreed to voluntary vacate the land following the reception of compensation. This is recorded and clearly stated in the agreements they have signed.

### 6.3 In-kind Assistance.

MAL will offer support to the APs with their vacation from Tenaru land to their villages. The support will be mostly through transportation of them and their belonging.

A contingency budget of 10,000 SBD is allocated by MAL to pursue this assistance, to cover for fuel and refreshments.

## 7 Consultations

### 7.1 Stakeholder Analysis

The key stakeholders are i) Catholic Church (the registered landowner), ii) The Informal Settlers – the APs under this development, iii) Their communities elders and chiefs, iv) Involved Ministries and agencies (i.e. MLHS, Guadalcanal Province, NHA, NSC, MID etc.) (v) St. Joseph Tenaru School.

### 7.2 Consultation Undertaken

During the initial consultation meetings stakeholders have been informed about the subproject objectives, processes, and timeframes (see summary in Table 2). Additionally, specific consultations and meetings were conducted with APs at several occasions (see summary in Table 3) regarding MAL’s intention to re-enter the land and the potential land use and access impacts that this will have on the informal settlers and garden owners. The discussions were also on the agreed approach that MAL will undertake to minimise these impacts including compensating losses at replacement and market values. The affected parties were also made aware of their rights to be compensated for any property losses at the SIG MAL compensation rate during the initial discussions (please refer to meeting minutes: 5th May 2021, 12th May 2021, see Annex 4 and Annex 5).

*Table 2 Summary of Discussions/Actions undertaken regarding land acquisition.*

Stakeholders involved	Discussions & actions
MAL, GP Planning, MLHS, Catholic Church, MID, NSC, AC MLH, OPMC, ED	<p>The stakeholders worked closely during 2021 to ensure the smooth land acquisition from the Catholic Church for the purpose of MAL implementation of the subproject development. Specific actions covered:</p> <ul style="list-style-type: none"> <li>Subdivision of the Catholic Church land and creation of a new Parcel number by the MLHS</li> <li>Implementation of a Topographic survey by MLHS</li> <li>Signing of MOU and Deed and creation of a lease agreement between MAL and the Church</li> <li>Creation of a site master plan by MID</li> <li>Facilitation of consultation and resolution with detected APs</li> </ul>

In addition to the work done between the various stakeholders to ensure the proper land acquisition for MAL’s use, specific efforts were made to ensure APs are informed, consulted and satisfied with a shared understanding regarding the way forward.

*Table 3 Summary of Consultations undertaken regarding affected persons.*

#	Stakeholders attending	Purpose of Consultation	Date of Consultation
1.	Informal settlers -APs, MAL, OPMC, Catholic Church, Guadalcanal Provincial Government, Deputy Principal Tenaru National Secondary School, Chief Bulahi Tribe Belaha, Malango House of Chiefs	<p>Agree and achieve a resolution to allow land boundary and topographic surveys to proceed.</p> <p>Agree and achieve a resolution that the boundary survey will identify/capture data on crops and properties owned by informal settlers that will be damaged or destroyed in the 37.5ha for valuation and settlement of losses.</p>	<a href="#">5<sup>th</sup> May 2021</a>

		Clarified that MAL will only deal with relocation of the APs that are in the 10ha land boundaries but that the general Tribe's question of resettlement is a separate topic. However, the Lunga-Mamata Gaubata tribe could continue process of resettlement with the Guadalcanal Provincial Government and the National Government.	
2.	MAL, OPMC, Catholic Church, Guadalcanal Provincial Government, Deputy Principal Tenaru National Secondary School, Chiefs	Discuss and recommend preparatory arrangements for the presentations of Chupu between the Government, Church and landowners of Tenaru land	<a href="#">12<sup>th</sup> May 2021</a>
3.	Informal settlers -APs, MAL, OPMC, Catholic Church, Guadalcanal Provincial Government, Deputy Principal Tenaru National Secondary School, Chief Bulahi Tribe Belaha, Malango House of Chiefs, PS MAL, PS GP, MPA Malango Ward, Church Rep, Chiefs.	Chuppu ceremony ("Cut off date"): Three Chuppu have been presented during the ceremony as a sign in Guadalcanal Tradition of good faith formally informing the Settlers and Chiefs on the Ministry of Agriculture intention to re-enter the lands it previously occupied to commence rebuilding the Research facilities. Acceptance of settlers to voluntary vacate the land and allow development to continue.	<a href="#">17<sup>th</sup> May 2021</a>
4.	Informal settlers -APs, MAL, SIART PMU	The meeting with the APs was positive and agreement and cooperation from settlers for relocation to facilitate development was preannounced. The visit also allowed for identification of environmental challenges such as flooding and changing weather patterns, prompting the need for mitigation measures during development efforts.	<a href="#">11<sup>th</sup> May 2023</a>
5.	PS MAL, SIART PMU, Legal advisor MAL, APs and their tribal elders and chiefs, Catholic Church, NHA	Compensation payouts to APs and their consent to vacate the land after the reception of compensations and the harvesting of their gardens.	<a href="#">2<sup>nd</sup> May 2023</a>

## 8 Disclosure of Resettlement Plan

### 8.1 Implementation

To adhere to WB ESS standards, MAL will transparently publish the cleared versions of the RAP particularly the Executive Summary. Any information that are sensitive in nature will be ducted or blacked out before it is publicly disclosed. These documents will be accessible in English and distributed to pertinent stakeholders. Additionally, a copy of the RAP will be posted on the MAL website.

### 8.2 Institutional Arrangement

The key arrangements are as follows:

- MAL was and remains primarily responsible for the implementation of this RAP. To ensure success of implementation, MAL collaborates closely with several key actors. Consultations and negotiations regarding land acquisition and losses incurred was executed in accordance with the guidelines and processes described in the RAP.
- Ministry of Lands Housing and Survey (MLHS) has provided support MAL in carrying out the land acquisition by the Catholic Church and performing a Topographical survey in the area including subdivision of the Catholic Church land for the subproject purpose.
- The Catholic Church will assist MAL in any matters relating to the land it owns and in consulting with the APs who illegally settled in the Church's land.
- MID will assist in creating the master plan for the site based on the land demarcation and requirements to be provided by MAL.
- Guadalcanal provincial government will assist consultations and negotiations with illegal settlers and communities in Malango Ward.
- Once contractors will be signed, the safeguard team of SIART PMU will ensure implementation of safeguard framework during civil works and construction thereafter.
- Implementation of compensation and budget for this RAP will be coordinated by MAL and NHA and subsequently by the WB SIART project.
- PMU and MAL responsible for the ongoing monitoring of the RAP  
PMU to maintain the GRM regarding the site.

### 8.3 Implementation Schedule

The Table 4 outlines the implementation of the social due diligence activities as of 2020 to ensure that the land is acquired in manner that is consistent with the requirement of ESS 5. As noted in the table, some activities are either ongoing to pending.

*Table 4 Implementation Schedule for the Tenaru RAP*

#	Activity	Duration	In charge	Status
1.	Initial discussions with stakeholders and the Catholic Church for MAL use of the site	2020	MAL	Done
2.	Agree on subdivision of the land site from the Catholic Church	2020-2021	MAL	Done
3.	Sign MOU and Deed between MAL and Catholic Church, before official lease is drafted and implemented by MLHS	2021	MAL	Done
4.	Consultations with APs	2021-2023	MAL, Catholic Church	Done

5.	Inventory and Valuation of crops and non-land assets	June 2021	MAL Research	Done
6.	Guadalcanal Provincial Development Board consent for the subdivision of land given to the Catholic Church	April 2023	Catholic Church	Done
7.	Sign Deed of Release and Settlement between MAL and the Catholic Church	May 2023	MAL	Done
8.	Compensation payouts implemented to APs upon signature of individual compensation agreements based on valuation made and in return to commitment for voluntary vacation of the land and before civil works activities commenced	May 2023	MAL, NHA	Done
9.	In person delivery of follow-up notice to APs providing a grace period to harvest crops and vacate the site with explicit three-month period <sup>7</sup>	June 2024	MAL Research, SIART Social Safeguard officer	Done
10.	Install two sign boards to inform public on MAL entrance to the land <sup>8</sup>	June 2024	SIART PMU	Done
11.	<b>If needed</b> – in-kind support for relocation of APs to their villages by MAL <sup>9</sup>	August/September 2024	MAL	Pending
12.	Sign a lease agreement drafted by MLHS	TBC during 2024	MAL, Social safeguard officer SIART	Pending
13.	Ongoing implementation of GRM	Ongoing	SIART PMU, MAL	Ongoing
14.	Conduct ESIA for the site	May-August 2024	SIART PMU	Ongoing
15.	Hire an Architect to review the site master plan	July 2024	SIART PMU	In process
16.	Hire a consultant to prepare detailed plan for civil works and procurement documents	August-September 2024	SIART PMU	Pending
17.	Contract Civil works and later construction	2025	SIART PMU	Pending
18.	Ongoing monitoring of safeguards as in this RAP	Ongoing	SIART E&S officers	Ongoing

<sup>7</sup> See Annex 9

<sup>8</sup> See Annex 10

<sup>9</sup> SI ART will not be financing this activity.



## 9 Grievance Redress Mechanism (GRM)

### 9.1 SIART General Grievance Redress Mechanism

The Project GRM that will also be utilised for the Tenaru site is in the ESMF section 8. The GM focal person is the national social safeguards officer (Steven Bunabo). The contact details are;

Phone #: +677 20003

Email: [SBunabo@mal.gov.sb](mailto:SBunabo@mal.gov.sb)

Before the SIART GRM process entered into force, in 2021, when the Government has its initial communications with the Catholic Church regarding the leasing of the land in Tenaru owned by them, now released for MAL for the development of the NARLDC, it was agreed that there should be a subcommittee assembled to discuss and resolve any issues arising in the process. This subcommittee was a place of deliberation to consult and agree on matters related to the development of the land, including matters relating to the relocation of the informal settlers, which are the APs under this project. This subcommittee included representatives from SIG, Guadalcanal Provincial Government, Community Chiefs, elders, the informal settlers and Tenaru National Secondary School management.

During the meetings in this subcommittee, the APs has voiced their concerns and eventually agreed to the assistance and compensation and the vacating the land.

Additionally, it was in this forum where a mechanism to resolve any future grievance should it arise was agreed upon.

1. APs raise grievance directly to community Chief/ elder.
2. If resolution is possible, Chief/elder settles the matter at this level.
3. If no resolution is possible, Chief/elder raises the matter to Catholic Church management who tries to reach amicable settlement.
4. If resolution is not possible, the Catholic Church may involve MAL.

Now, that SIART project under MAL is operational and supporting the development of this land as of 2023, whenever grievance reaches MAL, it will enter the official GRM process at Step 1 of the GRM as explained in the ESMF.

## 10 Monitoring Arrangements

Table 5 outlines the monitoring arrangements and parameters for the RAP. This will be reported as part of the PMU ES monitoring report.

Table 5 Tenaru RAP Monitoring Parameters and Arrangements

Aspect	Indicators and outputs	How this will be measured
RAP implementation	<ul style="list-style-type: none"> <li>● <b>Full compliance with ESS5 through implementation of all activities listed in this RAP.</b> <ul style="list-style-type: none"> <li>○ Payment of compensation made to all APs before commencement of works.</li> <li>○ Deed of Release signed by the Catholic Church</li> <li>○ The APs are satisfied with the process and outcome of the consultations with them</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Payments made before works started.</li> <li>● Signed confirmation of reception of cash payments</li> <li>● RAP disclosed publicly.</li> </ul>
Consultation, participation, disclosure, and grievance redress	<ul style="list-style-type: none"> <li>● <b>Public Information Dissemination and Consultation:</b> <ul style="list-style-type: none"> <li>○ Ensure that information sharing, and consultation procedures align with the established RAP process.</li> </ul> </li> <li>● <b>Participatory Process and Stakeholder Engagement:</b> <ul style="list-style-type: none"> <li>○ Evaluate the quality and meaningfulness of the participatory process.</li> <li>○ Assess the active involvement of primary stakeholders.</li> </ul> </li> <li>● <b>RAP Disclosure and AP Awareness:</b> <ul style="list-style-type: none"> <li>○ Verify if APs (Affected Persons) are aware of their entitlements.</li> <li>○ Confirm whether all entitled benefits have been received.</li> </ul> </li> <li>● <b>Grievance Mechanism Effectiveness:</b> <ul style="list-style-type: none"> <li>○ Monitor the grievance resolution process.</li> <li>○ Track types of grievances and overall APs satisfaction.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● RAP is available online.</li> <li>● Grievances are resolved through GRM.</li> <li>● Consultations are documented and debriefed to ensure participatory process.</li> </ul>
The two APs who had housing structures are properly relocated	<ul style="list-style-type: none"> <li>● Site visit to new APs residential area</li> </ul>	<ul style="list-style-type: none"> <li>● Interview with APs</li> <li>● Pictures taken of new housing arrangement</li> </ul>

## 11 Budget and financial arrangements

The budget to implement this RAP was a collaboration between the NHA and MAL and was decided upon as part of the overall development plan for MAL Tenaru NRDLC. Thus, the MAL has allocated these funds as part of the preparation work to be able to continue developing the site under SIART project and to ensure compliance with both SIG and WB standards and duty of care.

All expenses associated with the implementation and monitoring of this RAP include, but are not limited to:

- Consultations and negotiations
- Chuppu ceremony
- Legal costs<sup>10</sup>
- Costs related to assets and crops compensation.

Most of these costs already incurred and paid. If any additional expenses arise, the budget will be reviewed and adjusted accordingly.

*Table 6 RAP Budget Allocations*

#	Item	Amount (SBD)
1	Consultations and negotiations	\$35,000
2	Chuppu ceremony (cut-off date)	\$15,000
3	MAL consulted a lawyer who was already employed to do other work for MAL to assist with the writing of the Deed of Release and Settlement and the associated Compensation Agreements with APs	\$5,000
4	Costs related to assets and crops compensation	\$139,552
5	Planned transport and in-kind support for APs relocation (to be covered by MAL, not SIART)	\$10,000
6	Planned Monitoring arrangements	\$30,000
	<b>Total</b>	<b>\$234,552</b>

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<sup>10</sup> The Legal cost is mainly for the hiring of legal support by MAL in drawing up of legal documents such as MOUs and Deed of Release and Settlements etc necessary in relation to the Tenaru land.

**DEPARTMENT OF LANDS**

PO BOX G 38

**Honiara SOLOMON ISLANDS**

-

**Your Ref: Telephone: 21511-**

Our Ref:

Facsimile: 28509

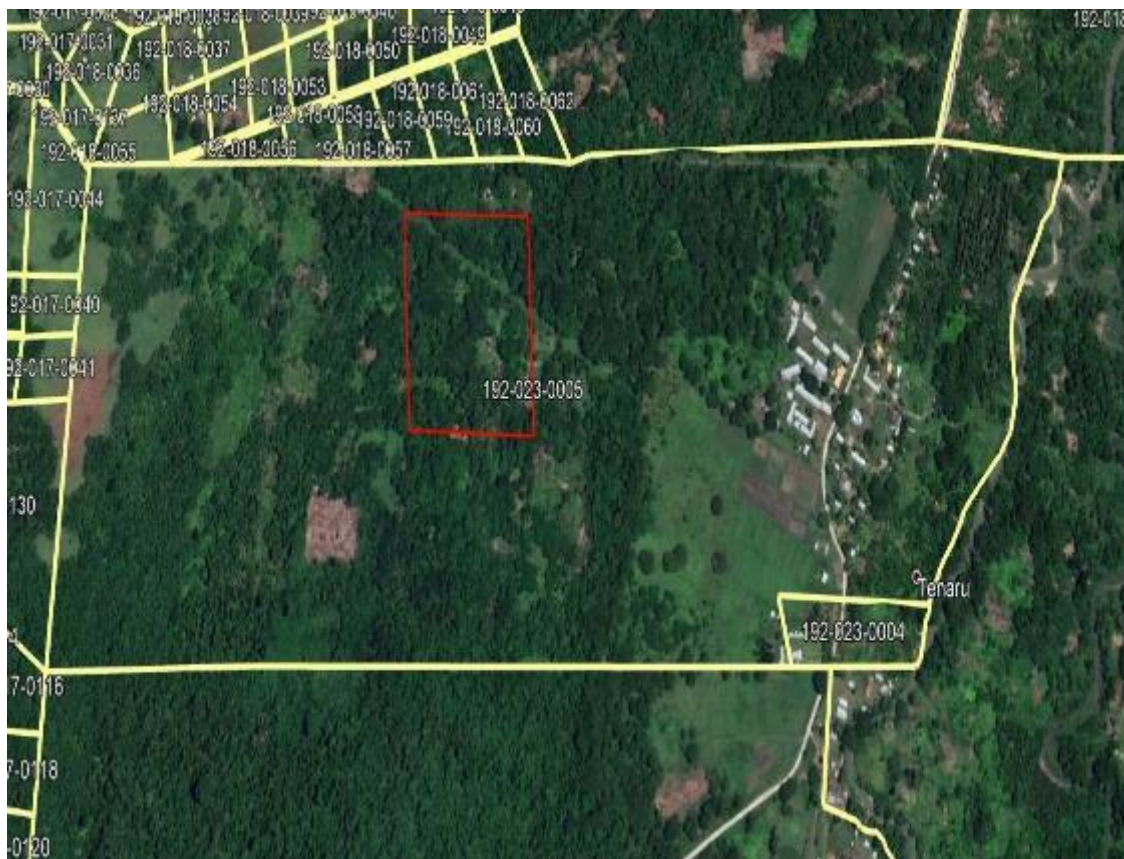


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**Date: 08/07/21**

Dear Sir,

**Re; Cadastral and Topographical survey report for TFES land at Tenaru (10Ha)**



This report is prepared and compiled by; Alex Mosese, (Principal Project Coordinator)

**Table of content**

**1.0 Introduction**

2.0 Survey Methodology

**3.0 Cadastral Survey**

4.0 Topographical Survey

**5.0 EOD**

6.0 Dispute

**7.0 Summary**

8.0 Conclusion

**9.0 Recommendation**

Annex

**Topographical Map**

Cadastral Map

**Photographs**

## Introduction

The TFES10ha land that were allocated to MAL purposely for re-location activity for research and export examination of various root crops and plants is located at Tenaru area; inland south-western end of Tenaru School. The centroid UTM coordinate to position one within the actual plot reads; 616951 E and 8956554 N.

Roman Catholic Church is the recipient **Perpetual Estate** titleholder (PE) of **Lot 10 and Lot 5 of LR 83/2**. The total area covered for Lot 10 is; 122.082Ha and Lot 5; 35.168Ha.

MAL obtain their ten hectares of land through means of subdivision survey affecting portion of Lot 5 and Lot 10. The subdivided area involve affecting Lot 10 is 5.51Ha and for Lot 5, 4.87Ha, this will reduce their Land areas from their original registered area.

The Ministry of Lands, particularly, the Survey Division is engaged in this activity to execute Subdivision survey and topographical survey, which they demarcate the proposed ten hectares (10Ha) of land and further do a topographical detail survey to ascertain MAL on information in relation to the ground adulation and natural features surrounding and within the vicinity of the aforementioned land.

The Survey Team consist of a Principal Surveyor, four of his assistant surveyors and three casual work labourers; these professionals are the once that accomplish the given task with determination and high work performance in aspects of field of surveying, computation and mapping till all works have been successfully completed and submitted herewith, plans and maps of the TFES land.

Surveyors Datum;

The datum of survey used for the whole of the project in terms of position and elevation readings is from controls boundary pegs TE19, TE21, TN1 and TN2. Their coordinates and elevation is tabulated below.

Control	Easting	Northing	Elevation
TE19	617293.830	8956529.730	4.409
TE21	617286.910	8956412.020	4.517
TN1	617829.034	8956624.692	4.827
TN2	617847.116	8956785.180	4.545

## 2.0 Survey Methodology

The survey commence from existing registered boundary pegs of Lot 10. Both boundaries observed and checked with accepted standard rural misclosure reading of 0.050cm and further used as datum for the whole of this project.

Its elevation in reference to the high water mark were obtain from TN1 and TN2, a GPS station that was establish within the Tenaru school playing ground by Mr.

Richard Irio, a survey Lecturer of the Solomon Island National University (SINU).

The GPS method of application to establish both controls were through static readings observed overtime with a stand-alone Base Station (LRBL).

The data obtain from the Base station is further processed with AUSPOS, an online application that uses to reduce EPOCH data by means of least square adjustment method. This software application comes in handy when reducing EPOCH GPS data, which carries more than 100 points reading over the same mark.

After orientation between both controls few traverse points were establish to the vicinity, purposely to transfer elevation to the then boundary pegs TE19 and TE21, then it was further transferred to every traverse marks down to every features that were collected or observed.

### 3.0 Cadastral Survey

The perimeter boundary of the TFES land consist of six (6) boundary pegs (galvanised drive in steel rod encased concrete and direction) along with their designated initial written on them as AM1-AM6. In addition, the mention area also intersects in to two registered Lots, Lot 5 and Lot 10 of LR83/2. Area covered into Lot5 is 4.87ha and portion covered into Lot10 is 5.51Ha. Hence, summed up the total area to 10.38Ha and this will be the newly leased area for MAL, where they be obtain their FTE on it.

Subdivision confirms a length of 407.632m and width of 254.910m that summed the total perimeter of the TFES land to a distance of 1,325m that equivalent to 1.32km in length.

### 4.0 Topographical Survey

The surrounding topography or terrain of the land is mostly flat, the site most elevation reading is 4m above mean sea level and the highest elevation reading is 5.15m and the least reading is 1.93m.

Total points or data collected within the ten hectare to enable generation of the contour is 990 points.

In addition, GPS data collected is 113 points; this is important and necessary as to determine positions on root crops, sago palm trees, betel nut, large trees, cocoa plants and coconut palm trees.

Existence of a drainage is visible on site and that it runs through the area from the southern end boundary line, intercept on the middle boundary line, and continues north that runs a kilometre or so too intersected with the main Alligator Creek outlet.

The minor drainage also intercepted on the centre and further runs southwest and intercept to the main Alligator creek with same equivalent distance but less than a kilometre.

### **Property Encroachment**

Three semi-permanent building exist within the property leaf haus structured and built mostly with sago palm and sticks.

Three (3) power poles and lines also encroached into the property and it is own by Solomon power. Its distance subtended from intersection between boundary line AM1 and AM2 runs north-west within the property with an approximate distance of 285m and width of 3m power-line coverage area.

### **Root crops encroachment**

Cocoa plantation covers an area of 1,825sqm.

Banana stamps covered an area of 1507sqm

Betel nut stamps covered an area of 921sqm

Sago palm and few coconut trees were planted along boundary line AM5 towards boundary peg AM6, subtended north direction of approximate 66m from boundary between AM5 and AM6, further eastern direction with approximate distance of 94m to intercept boundary line AM6 and AM3.

### **5.0 EOD**

Along the survey, we have found an artillery Bomb, which we instantly call the EOD team on site to assess and remove the bomb. The EOD certificate is attach below for confirmation. This should give a clear warning message for your knowledge that before construction works, it is necessary for the EOD unit to scan the whole area

### **6.0 Dispute**

Dispute arise whilst commencing of the survey work in the beginning around the month of April, however it was resolved weeks later with the illegal settlers and Malango house of chiefs.

Representative of the meeting includes; Christian Nieng, Mark Faddean Aoraunisaka (NHA rep), PS and Director research (MAL), Tenaru School principal, Joseph Pinita (ACOM rep), DST (MLHS), Malango house of chiefs and the illegal settlers.

A successful Chupu ceremony were held after to dissolve issues and interest and further leads to unity that confines the common understanding of this project.

Satisfactory deference's were then reconciled.

After meeting is resolved, we re-commence our work around the month of June and the settlers do give hand in line clearance and helping us with the project, which portrays a good land dealing dispute re-settlement.



## **7.0 Summary**

All boundary pegs is cemented and planted on the ground and is visible to locate on cethinking of re-visiting the area. All data collected and processed is with means of using the Magnet office (engineering software) and that enable us to produce the topo plan attached herewith.

The three (3) encroached semi-permanent building within the area is owned by; Vincent and Lipa.

Agriculture team conducted by Martin Jaiki (Acting Director) assesses gardens and root crops planted within the area, and for sure they be aware of who the owners wereas well.

The topographical map major contour interval is 0.5m and the Minor contour intervalis 0.25m.

## **8.0 Conclusion**

The survey have now completed and that the team have successfully accomplished thegiven task. All maps and photographs of boundary pegs of the area is attach at the back of this paper (annex page).

The survey team further wish to sincere thanking the NHA for the support throughout the project, including MAL for their assistance and the Ministry of lands for logistics support and information on coordinates and maps about the area.

## **Recommendation**

I wish to recommend the following;

Before construction of building or necessary ground works, EOD survey andscanning is of paramount important approaches that must prevail before any project coming in after the survey.

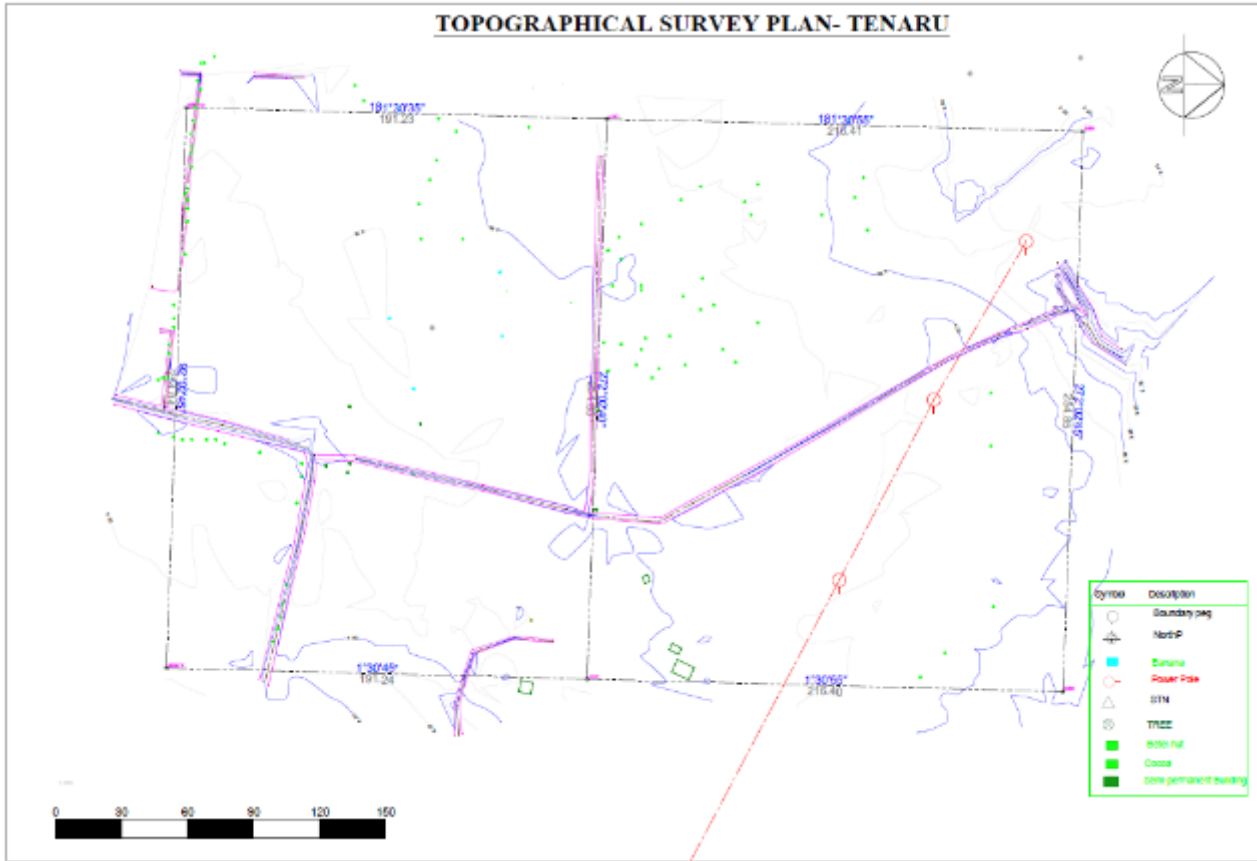
The soil type of the whole land consist mostly of top soil and the need for depth foundation for building structure is recommended, this is to avoid disastrous damage in the near future. In addition, that development stability of buildings is firm and permanent to withstand earthquakes and other environmental hazards like cyclones etc

That the similar nature of the kind of project needs be adopted to any government future projects, further drawn and work closely with the LO's and tribal chiefs to accommodate for respect and culture recognition. This will help make project easier and tangible working environment.

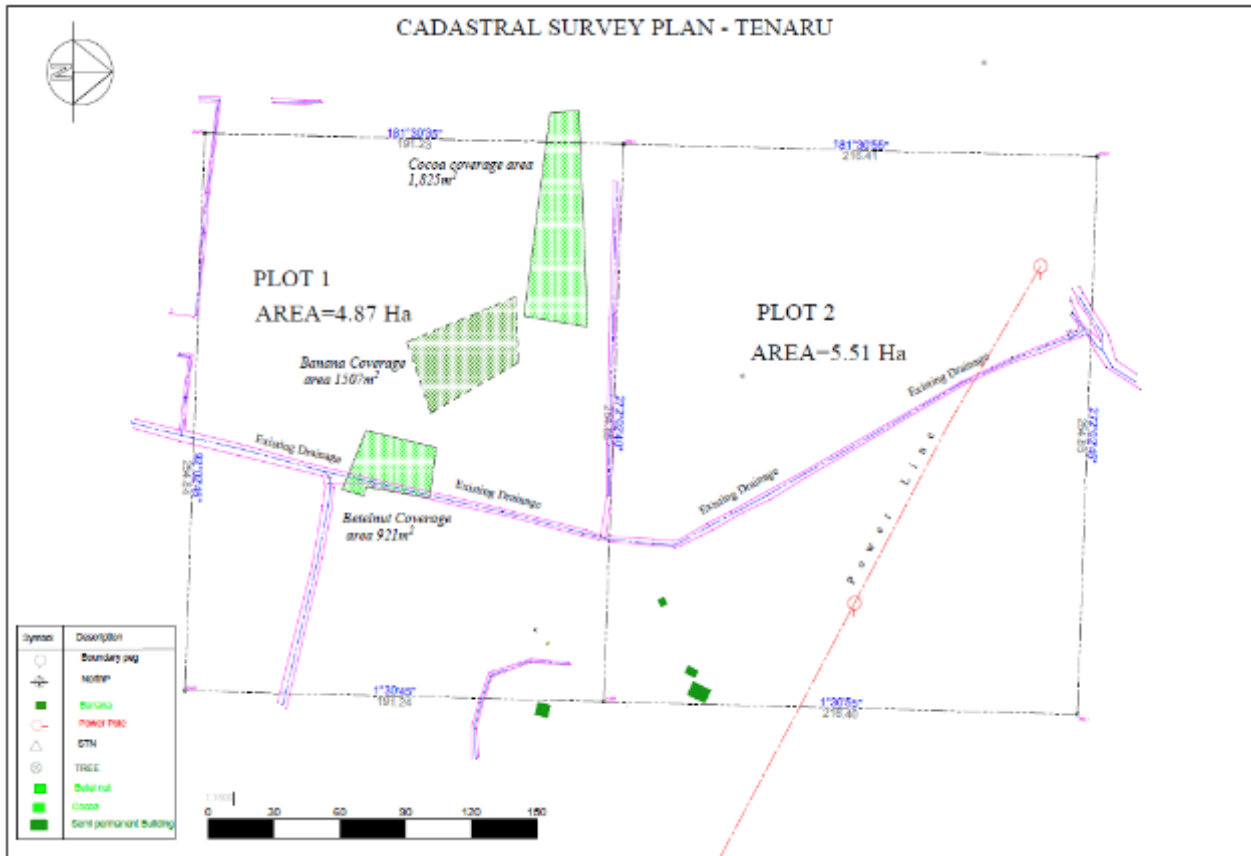
The kind of service must be remunerated properly so that workmanship in theprofession of surveying are satisfied, make sure to consider over time (OT) since the nature of the kind of survey needs a lot of time during the day andthe night for processing of data and computation

Annex

Topographical Map



Cadastral Map



**Photographs**

Boundary peg AM1



Boundary peg AM2





Boundary peg AM4





Boundary p



Annex 2 – MOU Catholic Church and MAL



Solomon Islands Government

Catholic Church of Solomon Islands  
Arch Diocese of Honiara

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**Memorandum of Understanding**

**Between**

**Ministry of Agriculture and Livestock, Solomon Islands Government**

**And**

**Catholic Church of Solomon Islands,  
Arch Diocese of Honiara**

**For**

**The lease and development of 37.5 Hectares of land at Tenaru, adjacent  
to St. Josephs Tenaru National Secondary School**

MOU Tenaru PES MAL Catholic Church 2021

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1 | Page

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**PART A**

**1. Introduction**

This agreement is the Memorandum of Understanding (MOU) between The Ministry of Agriculture and Livestock, P.O. Box G13, of the Solomon Islands Government [hereinafter referred to as 'MAL'] on the one part,

And

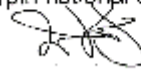
The Catholic Church of Solomon Islands, Arch Diocese of Honiara, Box 237, Honiara, Solomon Islands, [hereinafter referred to as the ['Landlord']] on the other part, for the lease of 37.5 hectares (37.5ha) of land located adjacent to St. Joseph's Tenaru National Secondary School (TNSS).

Whereby it is agreed as follows:

- a) This MOU commits the two parties hereto to engage in further consultations and partnership to enter into a Lease Agreement for the said 37.5ha; which comprise portions of Lot 5 and Lot 10 of LR 82 at TNSS.
- b) The land area of 37.5hectares stated herein shall refer to and shall be taken to mean the final and actual acreage that shall be granted under the Fixed Term Estate (FTE) Lease Agreement sought by the parties hereto.
- c) The said 37.5ha is that whole rectangular demarcation comprised of 11ha from Lot 5 of LR 83/2 and 26.5ha from Lot 10 of LR 83/2, as show in the map attached as Annex 1 to this MOU.
- d) Under this MOU MAL shall use the land to establish and operate a Agriculture and Livestock Research and Development Station which shall be called the 'Tenaru Field Experimental Station' [hereinafter referred to as 'Tenaru FES'] for the purposes of carrying out agricultural scientific research and development programs and activities.
- e) This MOU shall be sufficient condition for MAL and its stake holders to undertake site and infrastructure development activities within the 10ha of the 37.5ha during the period in which the topographic survey of the whole 37.5ha is completed and the Lease Agreement signed.

**2. Objectives**

- 1) Enable MAL to establish on the 37.5ha site the proposed Tenaru FES which shall accommodate key research and development units and the needed infrastructures and facilities which shall be utilized to enhance the development and dissemination of technologies that underpin national agriculture development in Solomon Islands.





2) The parties hereto bear the mutual understanding whereby MAL, within the time period from the completion of topographic and boundary surveys of the 37.5ha to the signing of the Lease Agreement, shall proceed to undertake within the 10ha portion earmarked for the establishment of the main Tenaru FES, key infrastructure developments; which shall include office and residential buildings, farms, farm sheds, screen houses other facilities, drainage, water and electricity supply, etc.

#### PART B

### **3. Roles and Responsibilities**

#### **a) Landlord**

- 1) The Landlord agrees to grant MAL a FTE Lease over the 37.5ha of land for the establishment of the Tenaru FES.
- 2) Upon both parties entering into this MOU and throughout the term of the FTE the Landlord agrees to grant MAL permission to carry out the necessary development undertakings within the 37.5ha site, which shall include but not limited to the following:
  - i. Topographic and other civil and engineering surveys and assessments required.
  - ii. UXO survey.
  - iii. Site and land clearing.
  - iv. Land suitability, environmental impact, and other site assessments required.
  - v. Development of the required infrastructures and facilities, which shall include civil works, building construction, plumbing, water and electricity supply infrastructures and other Works and Services.
  - vi. Construction of a connection road to the Tenaru FES site from the TNSS entrance.
  - vii. Lay an underground irrigation system through the TNSS premises to the Tenaru River and the installation of water pumps at the river bank to supply irrigation water.

#### **b) MINISTRY OF AGRICULTURE AND LIVESTOCK**

- 1) Lease from the landlord 37.5ha of land under a FTE that shall be agreed on and duly granted by the Commissioner of Lands.

2) Pay the landlord an annual lease rental as determined and set out in the FTE Lease Agreement that shall be entered into by the parties hereto.

3) Establish and operate on the site the Tenaru FES which shall accommodate the following MAL departmental units, each discharging their respective specialized roles and functions:

- i. An Agriculture Research and Development Centre, the core function of which is to carry out applied field and laboratory based scientific research activities to develop appropriate technologies that will enhance agriculture production and development.
- ii. A Farmer Support Centre the key function of which is to provide training in farm mechanization and production to boost capacity of farmers to increase agricultural production through dissemination of knowledge and skills in appropriate agriculture technologies.
- iii. A Pig Breeding and Small Livestock Development Unit the key function of which is to carry out breeding, selection and conservation of superior breeds of pigs and other important small livestock.

4) Establish the main Station within the 10ha of the 37.5ha land by carrying out the following infrastructure developments:

- i. UXO survey.
- ii. Site and land clearing.
- iii. Construction of buildings and associated infrastructures, which shall include but not limited to, office and residential buildings, dormitories, classroom buildings, etc.
- iv. Construction of farm sheds and associated structures; which shall include but not limited to, garages, glasshouses, screen houses, farm machinery shed, post-harvest shed, tool storage sheds, pesticide and fertilizer sheds, etc.
- v. Establishment of field research plots.
- vi. Establishment of training and demonstration farms.
- vii. Construction of farm irrigation systems.
- viii. Establishment of a pig and small livestock breeding and development farms.
- ix. Any other developments that shall be required.

b) Take on the responsibility to compensate settlers and users of the land within the first 10ha for any damages or loses to their properties, food and crops as a result of the development. Pursue this through the NHA MAL Tenaru Relocation Committee.

c) Bear the responsibility of ensuring the research and development activities carried out at the Tenaru FES and the conduct of the people residing therein do not result in negative environmental and social impacts to nearby institutions and communities, by having in place a Management Policy which shall ensure the following:

- i. Manage any form of pollution and hazard that may arise so as not to pose serious risks to the environment and human health.
- ii. Prevent illegally infringements into areas outside the 37.5ha by way of gardening or any form of squatting.
- iii. Not to produce noise levels that are disturbing to the staff, students and residents of the TNSS and nearby institutions.
- iv. Commute to and from the station only through the Tenaru FES road and not through the TNSS premises, whether by vehicle or on foot.
- v. Not to trespass or enter and wonder aimlessly without genuine reason within the boundaries and premises of the TNSS and nearby institutions.
- vi. Not to engage in irresponsible and unlawful behavior within and around the premises of the TNSS and nearby institutions, such shall include but not limited to the following; consumption of alcohol, harassment and intimidation, theft and damage to properties.

#### 4. Arbitration of Disputes

Both parties hereto agree as follows:

- a) To resolve any disputes amicably rather than in court.
- b) Either party shall consult the other where there are issues or differences to discuss and resolve.

#### 5. Validity

This MOU and the conditions and commitments set out herein shall be effective from the date of its signing and shall remain so throughout the 32-year term of the Lease Agreement, and shall be subject to reviews biennially in the first four years and thereafter as shall be determined by both parties hereto.

MOU Tenaru FES MAL Catholic Church 2021





5 | Page


**PART C**

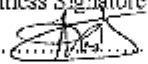
**6. Agreement**

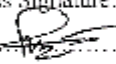
Now therefore, in agreement to the terms and conditions set out in this Memorandum of Understanding, the parties hereto (undersigned), have on this ..... day of August 2021, duly affixed their marks/signatures/seals in execution of this agreement.

Signed:  .....  
**Ethel Tebengi Frances** 18/8/21  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

Signed:  .....  
**Rev. Bishop Christopher M. Cardone (O.P)**  
Arch Bishop  
Arch Diocese of Honiara

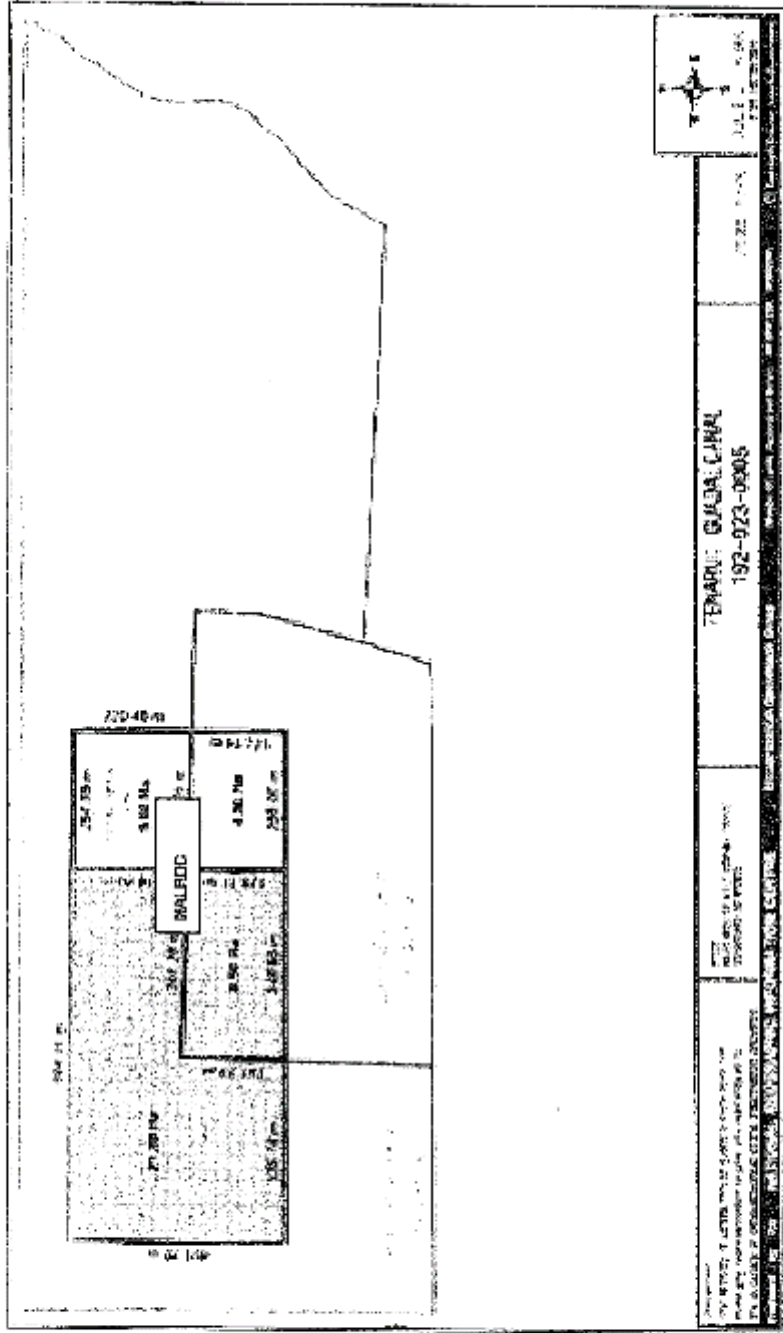


Witness Signature:  ..... 18/8/21  
**Michael Ho'ota**  
Deputy Secretary Technical  
Ministry of Agriculture and Livestock

Witness Signature:  .....  
**Abraham Hihiru**  
Principal  
St. Josephs Tenaru National  
Secondary School

Annex 1.

Map showing the location of the 57.3-acre (23.1-hectare) donation which covers the parcel (P.A.Sha.) of 1985/2 Teranu.



**DEED OF RELEASE AND  
SETTLEMENT**

**BETWEEN**

**CATHOLIC CHURCH of Solomon Islands,**  
**Arch Diocese of Honiara**

P O Box 237, Honiara, Solomon Islands  
(hereinafter referred to as the “**Releasor**”)  
on the one part

**AND**

**The MINISTRY OF AGRICULTURE AND LIVESTOCK**  
**of PO Box G13, Honiara, Solomon Islands,**  
**(hereinafter referred to as the “Releasee”)**  
on the other part

**WHEREAS:**

- A. The Releasor is the owner of the land registered as Lot 5 of LR 83/2 and Lot 10 of LR 83/2, at Tenaru Catholic Secondary School in the Malango Ward of East Guadalcanal Constituency.
- B. The Releasee has the relevant intention and interest to lease 37.5 hectares of the abovementioned LR.
- C. The Releasee shall use the 37.5 hectares of land to operate an Agriculture and Livestock Research and Development Station (hereinafter referred to as the Tenaru Field Experiment Station “Tenaru FES”) for the purpose of carrying out agricultural scientific research and development programs and activities.
- D. All properties situated within the above referenced acreage of land shall be removed by the Releasee
- E. The Releasee has agreed to pay to the Releasor the sum of and the Releasor has agreed to accept the payment as full and final settlement and satisfaction of all liabilities, demands and claims arising out of the lease of the above property by the Releasee.

1/10

THE PARTIES HEREBY AGREED as follows:

1. DEFINITION

For the purposes of this Agreement;

"properties" shall be inclusive of all residential, outdoor kitchens, any form of dwelling, fruit trees and plants and / or vegetation of value.

"temporary settler" shall be understood as the individuals listed in Annex 2. to this DEED and who temporarily settled and had properties on the land registered as Lot 5 of LR 83/2 and Lot 10 of LR 83/2, Tenaru Catholic Secondary School in the Malango Ward of East Guadalcanal Constituency owned by the "Releasor."

2. AGREEMENT

The parties hereby agreed as follows-

- (a) This DEED shall commit both parties to engage in further partnership consultations and dialogue with a view to signing a Lease Agreement for the said 37.5 hectares of land comprised of portions of Lot 5 of LR 83/2 and Lot 10 of LR 83/2 at Tenaru National Secondary School.
- (b) The total area of the land, 37.5 hectares, referred to herein shall mean the final and actual acreage that shall be granted under the Fixed Term Estate (FTE) Lease Agreement that the parties hereby seek.
- (c) The said 37.5 hectares of land is that whole rectangular demarcation comprised of 11 hectares from Lot 5 of LR 83/2 and 26.5 hectares from Lot 10 of LR 83/2, as shown on the map attached as Annex 1. to the DEED.
- (d) The Releasee shall use the land to establish and operate an Agriculture and Livestock Research and Development Station which shall be called the "Tenaru Field Experimental Station" (FES) for the purposes of carrying out agricultural scientific research and development programs and activities.
- (e) The Releasee and its stakeholders are allowed under this DEED to undertake site and infrastructure development activities within the 10 hectares land during the period in which the topographic survey of the whole 37.5 hectares is completed and the Lease Agreement signed.

3. OBJECTIVES

Part A

The Objectives of this DEED are as follows-

- (a) To enable the Releasee to establish on the 37.5 hectares the proposed Tenaru FES which shall accommodate key research and development units and the needed infrastructures and facilities which shall be utilized to enhance the development and

dissemination of technologies that underpin national agriculture development in Solomon Islands.

- (b) That the Releasee shall, within the time period from the completion of topographic and boundary surveys of the 37.5 hectares, to the signing of the Lease Agreement, shall proceed to undertake within the 10 hectares, key infrastructure developments, which shall include office and residential buildings, farm sheds, screen houses, other facilities, drainage, water, electricity supplies and related facilities.

## Part B

### Roles and Responsibilities

#### a) Releasor

- i) The Releasor agrees to grant the Releasee an FTE Lease over the 37.5 hectares of land for the establishment of the Tenaru FES.
- ii) After signing this DEED, and throughout the term of the FTE, the Releasor agrees to grant the Releasee permission to carry out the necessary development undertakings within the 37.5 hectares, that includes (but not limited to ) the following-
  - i. Topographic and other civil and engineering surveys and assessments required
  - ii. UXO survey
  - iii. Site and land clearing
  - iv. Land suitability, environment impact and other site assessments required
  - v. Development of the required infrastructures and facilities, which includes civil works, building construction, plumbing, water and electricity supply infrastructures and other works and services
  - vi. Construction of a connection road to Tenaru FES site from the TNSS entrance
  - vii. Lay an underground irrigation system through the TNSS premises to the Tenaru river and the installation of water pumps at the river bank to supply irrigation water

#### b) Releasee

- i. Lease from the Releasor 37.5 hectares of land as required by the Land and Titles Act, Cap. 133
- ii. Pay annual rental to the Releasor as required by the Lease Agreement
- iii. Establish and operate on the Tenaru FES site the following MAL departmental units-



- a) An Agriculture Research and Development Centre, with the core function of carrying out Applied Field and Laboratory Scientific Research activities to develop appropriate technologies that will enhance agriculture production and development
  - b) A Farmer Support, Centre with the core function of providing training in farm mechanization and production to boost capacity of farmers to increase agricultural production through dissemination of knowledge and skills in appropriate agricultural technologies
  - c) A Pig Breeding and Small Livestock Development Unit, with the core function of carrying out breeding, selection and conservation of superior breeds of pigs and other important small livestock.
- iv. Establish the main station within the 10 hectares by carrying out the following infrastructure developments-
- a) UXO survey
  - b) Site and land clearing
  - c) Construction of buildings and associated infrastructures, which shall include (but not limited to) office and residential buildings, dormitories, classroom buildings etc
  - d) Construction of farm sheds and associated structures which shall include (but not limited to ) garages, glasshouses, screen houses, farm machinery shed, tool storage sheds, pesticides and fertilizer sheds, etc
  - e) Establishment of Field Research Plots
  - f) Establishment of training and development farms
  - g) Construction of Farm Irrigation Systems
  - h) Establishment of a pig and small livestock breeding and development farm
  - i) Any other related developments that shall be required
- v. To compensate all **temporary** settlers and users of the land (see Annex 2.) within the 10 hectares for any damages or losses to their properties as a result of the developments, with the assistance of a NHA MAI Teauru Relocation Committee
- vi. To continue to liaise with the Releasor in relation to any other matters relating to the land or matters connected therewith.
- vii. To ensure that the research and development activities carried out within the Tenaru FES land and the conduct of the people residing therein do not result in negative environmental and social impacts to nearby institutions and communities, by having in place a Management Policy that shall address the following issues-

- a) Manage any form of pollution and hazard that may arise so as not to pose serious risks to the environment and human health
- b) Prevent illegal infringements into areas outside the 37.5 hectares by way of gardening or any form of squatting
- c) Reduce noise and nuisance that are disturbing to staff, students and residents of the TNSS and nearby institutions
- d) Commute to and from the station only through the Tenaru FES road and not through the TNSS premises, whether by vehicle or on foot
- e) Not to enter or trespass into the boundaries of the TNSS premises or nearby institutions
- f) Not to engage in unlawful and irresponsible behaviour within the TNSS or nearby institutions, including consumption of alcohol, harassment, intimidation, theft, damaging properties, etc.

2. RELEASE BY THE RELEASOR

In consideration of the payment by the Releasee of the sum of (\$139,552.00), the Releasor shall release, discharge and forever hold harmless the Releasee with respect to and agrees to indemnify and keep indemnified the Releasee in respect of any and all loss, damage and expense of any kind whatsoever (whether known, unknown, fixed or contingent) arising as a result of any or all causes of action, claims (including, but without limiting the generality of the foregoing, claims for legal costs and consequential losses), demands, actions, suits or proceedings of whatever nature (other than those given by or arising out of this DEED) which the Releasor may, now or at any time prior or after the execution of this DEED, have against the Releasee with respect to or in any way connected with, the Damage or any other cause of action of whatever nature arising therefrom

3. VACATION OF THE Tenaru FES LANDS

The Releasor agrees to remove all properties owned by the Releasor and any other properties within the Tenaru FES lands within thirty (30) days of receipt of payment from the Releasee.

The Releasor shall be responsible for the disbursement of payment of the compensation for the crops and their owners as contained in Annex 2. hereof.

4. BARS TO LEGAL ACTION

The parties agree that the releases provided in Clause 2 hereof may be pleaded as bar to any legal action, legal suit or legal proceeding commenced now or taken at any time by the Releasor or any person or entity on its behalf against the Releasee with respect to or in any

way connected with the Damage or any other cause of action of whatever nature arising therefrom the Tenaru FES land.

5. NO ADMISSION

The Releasor acknowledge and agree that nothing in this DEED shall constitute or be construed as an admission of any liability whatsoever on the part of the Releasee.

6. BINDING UPON SUCCESSORS AND ASSIGNS

This DEED shall be binding upon the parties, their respective successors, assigns, subsidiaries, parents, agents, relatives, wantoks and any other parties controlling, controlled by, or under common control with, any of them.

7. ENTIRE AGREEMENT

This is the entire agreement entered into between the parties to this DEED and any agreement entered into between the parties prior to the date of this DEED which relates to any of the terms and conditions contained in this DEED, either in whole or in part, is hereby expressly revoked.

8. CONFIDENTIALITY

The parties to this DEED acknowledge that the terms of the DEED are confidential and that no party to this DEED shall, without the other's written consent, disclose the terms of this DEED, either in whole or in part, to any other person except to disclose sufficient details of the DEED as are necessary to fulfil any legal obligation of disclosure to the persons legally empowered to demand such details, as such party may be compelled to disclose, according to law.

9. COUNTERPARTS

This DEED may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

10. ACKNOWLEDGMENT

The Releasor hereby acknowledge that it has entered into this DEED voluntarily and without any inducement, compulsion, duress or undue influence.

11. WARRANTY OF AUTHORITY

Each person executing this DEED on behalf of a party hereto represents and warrants that he/she has been fully empowered by such party to execute this DEED and that all necessary action to authorise the execution of this DEED by him/her has been taken by such party.

12. ARBITRATION OF DISPUTES

Both parties hereby agreed that --

- A) All disputes arising from this DEED shall be resolved amicably between the parties rather than in court
- B) Either party shall consult the other where there are issues or differences to discuss or resolve

13. VALIDITY

This DEED and the conditions and commitments set out hereunder shall be valid from the date of its signing and shall remain so throughout the term of 32 years under any Lease Agreement. Any lease agreement shall be subject to review bi-annually in the first 4 years and thereafter, as shall be determined by both parties.

12. TRANSITION

The terms of this DEED shall be reduced into a Lease Agreement as and when the parties agreed to do so.

13. GOVERNING LAW AND JURISDICTION

This DEED shall be governed by and construed in accordance with the laws of Solomon Islands and the parties to this DEED hereby submit to the exclusive jurisdiction of the courts of Solomon Islands.

14. AGREEMENT

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this DEED, the parties (undersigned) hereto, have to this 2<sup>nd</sup> Day of May 2023 duly affixed their marks/signatures/seals in execution of this DEED.

Dated this 2<sup>nd</sup> day of May, 2023.

SIGNED and DELIVERED AS A DEED

By **Rev. Bishop Christopher M. Cardone (O.P)**  
FOR Arch Diocese of Honiara



PP: Fr. Peter Chelie

in the presence of:

[Signature]  
(Signature of Witness)

GORDON IFUIMAE.  
(Name of Witness)

SIGNED and DELIVERED AS A DEED

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock



in the presence of:

JOSEPH. PINITA [Signature]  
(Signature of Witness)

(Name of Witness)

JOHN MOSES (MPPA)

[Signature]

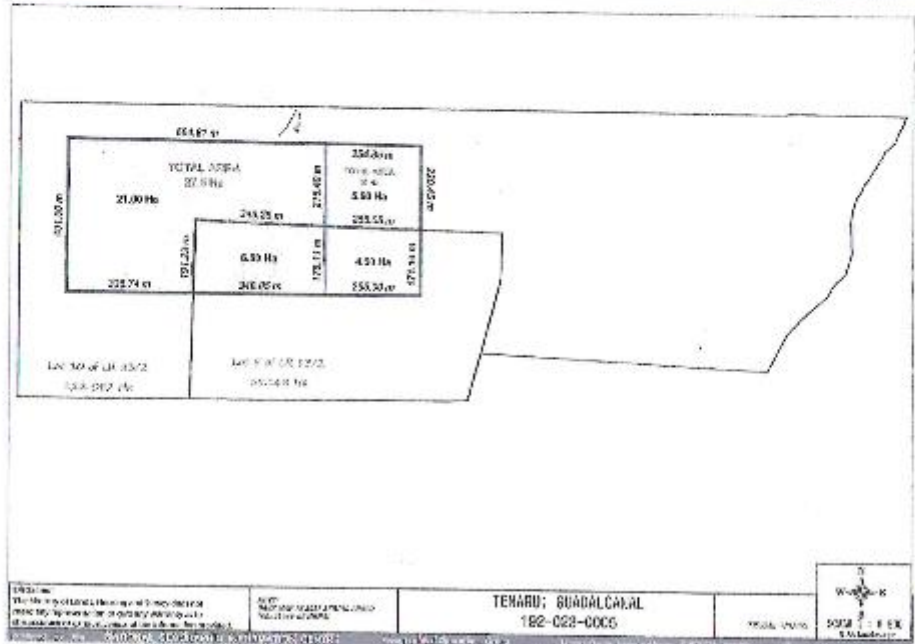
SEARH HENRY  
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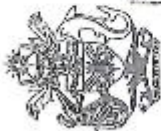
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Annex 1: land map



**Annex 2 – including list of Affected persons and is not available to public**



**HONIARA LAND REGISTRY**

**LEASE REGISTER**

PART A - PROPERTY SECTION PARCEL NUMBER 192-023-5/1 EASEMENTS AFFURMENT ETC. PARCEL NUMBER 192-023-5/1

192-023-5  
2  
10:00  
May 2013

LESSOR: DIOCESE OF HONIARA REGISTERED TRUSTEES (INCORPORATED)  
COMMISSIONER OF LANDS  
Lessee: 40 years From: 1/7/1981 Rent: \$400-00 a year  
Area (approx.): 35.168 ha. Survey/Title Plan Nos. XK 16/56  
Date of Lease: 26th October 1981  
Mutation Number: 1/89  
Suspended Parcel: 192-023-1  
Current Parcels: 192-023-4 and 5

Entry No.	PART B - OWNERSHIP SECTION Name, Description and Address of Owner and Restrictions affecting Right of Disposition	Application Number and Date of Presentation			Observations (Nature of Instrument, Consideration etc.)	Signature of Registrar
		Y	M	D		
1	RESTRICTION: No transfer, change, sublease or subdivision is to be registered without the written consent of the lessor (L.T.O. section 157(1))	498/81	11	20	Lease and s.139 of L. & T. Act (Cap 93).	[Signature]
2	COMMISSIONER OF LANDS, for and on behalf of the Government.	18/89	1	12	Lease: no premium. Mutation of fixed-term estate.	[Signature]



PART C - INCURRANCES SECTION				LEASE REGISTER		PARCEL NUMBER			
Entry No.	Nature of Incurrence	Application Number and Date of Procurement	Number	Y	M	D	FURTHER PARTICULARS	Signature of Register	Surrender, Cancellation etc.
1	Obligations incident to lease	498/81 18/89	1981	11	20	12	The agreement, covenants, obligations, liabilities etc. contained or implied in the lease		

16:08  
199-093-51  
2  
May 2019

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING



HONIARA LAND REGISTRY PERPETUAL ESTATE REGISTER

PART A - PROPERTY SECTION PARCEL NUMBER 192-023-5 EASEMENTS APPURTENANT ETC. PARCEL NUMBER 192-023-5

Location: TENARI, GURDALCANAL  
 Previous Lands Department: Lots 5, 9 & 10 of LR 83/2  
 Reference of other description: Area (approx.): 162.71 ha. Survey/Block Plan No. XK 16/56  
 Mutation Number: 1/89  
 Superseded Parcel: 192-023-1  
 Current Parcel: 192-023-4 and 5

PE  
 10.08  
 192-023-5  
 2  
 May 2003

Edition 1  
 Opened 5/3/89  
 Number of pages in this Register 2

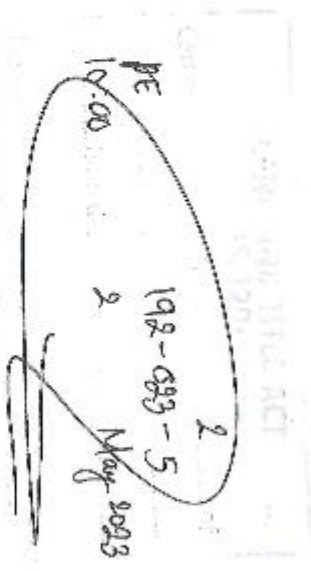

Entry No.	PART B - OWNERSHIP SECTION	Name, Description and Address of Owner and Restrictions affecting Right of Disposition	Application Number and Date of Presentation			Observations (Nature of Instrument, Consideration, etc.)	Signatures for Registration
			Y	M	D		
1.	COMMISSIONER OF LANDS, for and on behalf of the Government.		18/89	1	12	Mutation	[Signature]

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

PART C - INSTRUMENTS SECTION

PERPETUAL ESTATE REGISTER

PARCEL NUMBER: 10-038-5

Entry No.	Nature of Instrument	Application Number and Date of Presentation	M D	Date of Instrument: 2nd July 1979.	Signature of Register	Registrar, Comptroller etc.	
1.	Fixed-term estate	492/79	1979	7 13	<p>FURTHER PARTICULARS</p> 		

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

**Tenaru Land Subcommittee Consultation**

**Minute of Meeting convened on Wednesday 5<sup>th</sup> May 2021**

Venue: St. Josephs Tenaru NSS

Time: 1pm

Chair: Joseph Pinita (Catholic Church Lands Officer), Catholic Church Representative (CCR)

**Attendance**

1. Michael Ho’ota, DST MAL (Govt. Agency Representative) (GAR)
2. Mack Faddean Aoraunisaka, Govt. Agency Representative (GAR, Office of the Prime & Cabinet - OPMC)
3. Martin Jaiki, Acting Director of Research, MAL (GAR)
4. Joseph Pinita, Lands Officer, Catholic Church Arch Diocese of Honiara, Catholic Church Representative (CCR)
5. Benedict Tova, Principal Lands Officer, Guadalcanal Provincial Govt (GP)
6. Abraham Haiuasi, Deputy Principal, Tenaru National Secondary School - TNSS (CCR)
7. Father John Peter, Catholic Church, Arch Diocese of Honiara (CCR)
8. Brother John Votaia, St. Martins Rural Training Centre, Society of Saint Mary (CCR)
9. Peter Isaac, Paramount Chief (Bulahi Tribe, Belaha), Malango House of Chiefs
10. Sipriano Masi, Chief, Malango House of Chief, representing temporary settler tribe
11. John Taloi, Chief/Elder, representing Tenaru Settler tribe
12. Clement Kuki, Chief/Elder, representing Tenaru Settler tribe
13. [REDACTED] Snr, Settler
14. [REDACTED] Settler
15. [REDACTED] Settler
16. [REDACTED] Settler
17. [REDACTED], Settler

Apology: Abraham Hihiru, Principal TNSS (CCR)

**Key Agendas**

1. Agree and achieve a resolution to allow land boundary and topographic surveys to proceed.
2. Agree and achieve a resolution that the boundary survey will identify/capture data on crops and properties owned by temporary settlers that will be damaged or destroyed in the 37.5ha for valuation and settlement of losses.

3. Explain to the Lunga-Mamata Gaubata tribe members what are their options for them to raise a request to be resettled to the Guadalcanal Provincial Government and the National Government.
- 

**Summary – Resolutions passed during the meeting:**

- 1) Settlers, their elders and representative chiefs agreed for Land boundary and topo surveys to proceed after presentations of Chupu by the Government side (MAL) in the coming week or so.
  - 2) Settlers, their elders and representative chiefs agreed that identification and data gathering of settlers’ crops and properties will be carried out by MAL/Govt. Survey team for valuation and settlement of losses.
  - 3) Settlers, their elders and representative chiefs agreed to receive the custom reconciliatory and goodwill feast called Chupu from the Government side (MAL/OPMC) which will provide way forward for the voluntary vacation of the Tenaru TFES land.
  - 4) The meeting resolved that Presentations of Chupu will take place on Monday 17 May 2021 at St. Josephs Tenaru National Secondary School.
- 

**Minutes of Discussions**

Agenda		Discussions	Outcome/Way forward
1	Land boundary and topo survey of Tenaru 10ha site		
	Setting specific timeline for resumption/progress of land boundary survey.	<p>Chair Puts the question of whether tribal elders/chiefs had properly consulted their members on the resumption of survey as agreed in last Friday’s meeting.</p> <p>Chiefs John Pei, C. Kuki &amp; John Taloi and other two other representatives of settlers</p> <p>1) Consultations/discussions held with tribal members after last Friday’s meeting. Understanding has been reached. Everyone now agrees for the survey to resume and proceed/progress and be completed.</p>	Resolution passed and carried that land boundary/topo survey is to resume after presentations of Chupu by the Government side.

		<p>M. Ho’ota (MAL)</p> <ol style="list-style-type: none"> <li>1) Thanked the LOs for the understanding and agreeing for survey to resume.</li> <li>2) Resumption of survey is important/urgent as it will identify properties to be valued and compensated.</li> </ol> <p>John Taloi</p> <ol style="list-style-type: none"> <li>1) Apologised to St. Josephs Tenaru NSS authority/staff/students for harassment in the past occasions by tribal members temporary settling within the 10ha and that it will not happen again.</li> <li>2) Appealed to the Church, Provincial/National Govts. and Chiefs to listen to the cries of his tribesmen/women and generally resettle his people; the original people of the Tenaru-Lunga land.</li> <li>3) Through resettlement his people will at last, since the 1800s, be accorded restorative justice, restitution and reconciliation.</li> <li>4) His tribe now agree for survey to resume as they understand the land is owned by the Church and that his people can go back to the areas on which they lived before. MAL to inform him when survey resumes so that he will ensure no disturbances occur.</li> </ol> <p>Abraham Haiuasi, Deputy Principal, TNSS</p>	
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		<p>1) Thanked Chief J. Taloi for the apology and assurance.</p> <p>Chair asked MAL to formally inform Church and settlers in writing for the resumption of survey.</p> <p>Chair then asked for a resolution to be passed: If a resolution can be made now to set the timeline (date) for the survey to resume.</p> <p>Peter Isaac</p> <ol style="list-style-type: none"><li>1) Suggested there should be presentations of “Chupu” (presentation of pigs/food items/shell money for mutual goodwill and respect) first before survey can resume.</li><li>2) <b>Further clarified that the Chupu is for re-entry into the land as MAL has abandoned the site 21 years ago.</b></li><li>3) <b>The chupu will commit the parties especially Temporary Settlers to respect the development on the 37.5ha and do not cause disturbances.</b></li></ol> <p>Chair</p> <ol style="list-style-type: none"><li>1) Put the question that land boundary survey to resume immediately after presentations of Chupu (token of goodwill, respect in custom).</li><li>2) All parties agreed.</li><li>3) <b>Resolution carried.</b></li></ol> <p>██████████</p> <ol style="list-style-type: none"><li>1) Agreed with the presentation of Chupu before resumption of survey.</li><li>2) So subcommittee to make immediate arrangements and hold the Chupu ceremony first.</li></ol>	
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2	Agenda 2: Identification, data gathering and valuation of settlers' crops and properties within Tenaru 37.5ha for compensations		
	Seeking resolution that during land boundary/topo survey all crops and properties belonging to the settlers that will be damaged or destroyed in the 37.5ha will be identified, recorded and valued for settlement of losses.	<p>Chair introduced Agenda 2.</p> <p>1) He clarified this survey will resume after presentations of Chupu.</p> <p>M. Ho'ota</p> <p>1) Survey will be the first activity.</p> <p>2) Others will follow after completion of boundary survey.</p> <p>Mack Faddean (OPMC)</p> <p>1) Explained that the request of the Tribe to be resettled goes beyond the issue at hand. The SIG sees the settlers as illegal squatters on a registered land. They will be compensated but expected to leave to their original villages after compensation. Nevertheless, as the tribe is voicing their wish to start a resettlement process, the SIG will share with them how to start the process with Guadalcanal provincial government.</p> <p>2) Evident that tribal members are not happy therefore presentations of Chupu must be made.</p> <p>3) Asked tribal chiefs/elders to consult widely with tribal members especially women/youths settling within the 10ha.</p> <p>Chair</p> <p>Put the question that Chupu presentations should be held first before Agenda 2 can be</p>	Resolution is passed and carried that identification and valuation of properties for settlement of losses will be carried out when the boundary/topo survey resumes after presentations of Chupu.

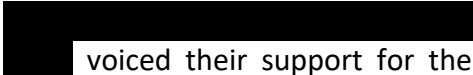


		<p>implemented as it is depends on the resumption of survey.</p> <p><b>1) All parties agreed.</b></p> <p><b>2) Resolution carried.</b></p> <p>Chair</p> <p>1) Proposed that Agenda 3 for the Meeting – Resettlement- be deferred till after presentations of Chupu.</p> <p>Peter Isaac</p> <p>1) Suggested we continue with Agenda 3 so that Subcommittee will have options to inform tribal members of the presentations of Chupu.</p> <p>2) Chupu to be discussed as an agenda under AOB in this meeting.</p> <p>3) There was general agreement/consensus.</p>	
3	Agenda 3: Resettlement of Tenaru settlers – the post-Chuppu process		
	<p>Discussion of the request raised by the temporary settlers tribe elders that their Lunga-Mamata Gaubata tribe will be resettled. As this matter is outside the scope of Tenaru development, need to differ the Guadalcanal Provincial Government and the National Government, after the presentation of the Chuppu ceremony and thereon.</p>	<p>Chair introduced the matter for discussions</p> <p>Mack Faddean (OPMC)</p> <p>1) Gave assurance the Govt. will consider the resettlement request if the tribe will submit it</p> <p>2) Emphasized that this request is separate as the temporary settlers have their permanent villages miles away in other areas in Malango Ward and the Guadalcanal Plains in which they were born and have residing and gardening sites and other customary rights. They came to illegally/temporarily settle within the Tenaru 37.5ha simply to make use of the site while it is lying idle.</p>	<p>Resolved that the presentations of Chupu will provide way forward for the Lunga-Mamata Gaubata tribe’s to raise their request for resettlement to the Provincial and National Governments.</p>

		<p>Temporary Settler [REDACTED]</p> <ol style="list-style-type: none"> <li>1) If compensation for property losses and at a later stage resettlement are addressed, the issue is resolved.</li> <li>2) If resettlement can be on other lands beside Tenaru still held by Levers.</li> </ol> <p>[REDACTED]/Mack Faddean</p> <ol style="list-style-type: none"> <li>1) Clarified that resettlement is getting people to settle on a new site nearer/within the vicinity of the same land/location, eg. To Lunga or within Tenaru area.</li> <li>2) Relocation is moving people to a different/faraway location, eg. Gilbertese in SI, Weather coast people at Aruligho.</li> <li>3) Resettlement is the more appropriate option here.</li> <li>4) The temporary settlers need to accept a lump sum one off settlement.</li> </ol> <p>John Taloi, Elder/Chief for Settlers</p> <ol style="list-style-type: none"> <li>1) Appealed to tribal members settling in the 10ha and higher chiefs including those in this committee to respect their wisdom and advices so that they will benefit when compensation is achieved.</li> </ol> <p>Clement Kuki, Elder/Chief for Settlers</p> <ol style="list-style-type: none"> <li>1) Thanked the national/provincial Govts., church and chiefs for commitment to engage in their tribe's request to be resettled</li> <li>2) We seek assurance this will be achieved, but we understand that this may be a long term</li> </ol>	
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		<p>issue that is separate from the Church land</p> <p>Peter Isaac</p> <ol style="list-style-type: none"> <li>1) Processes for resettlement are there in SIG.</li> <li>2) Precedence has been set at Burns creek in 2020.</li> <li>3) Settlers/tribe will have to choose options that will be offered when the time comes.</li> </ol> <p>Fr. John Peter</p> <ol style="list-style-type: none"> <li>1) FTE over 37.5ha held by Catholic Church.</li> <li>2) Church can have mercy on tribe's request as shown by precedence it sets in resettling weather coast people at Aruligho in 1978.</li> <li>3) But suggest this issue should be at a site outside Catholic Church land so that Church does not become a victim of arguments/disputes.</li> <li>4) Both Church and people will live peacefully and be free.</li> </ol> <p>Chair</p> <ol style="list-style-type: none"> <li>1) Thanked Fr. John Peter for putting forward options. Message is clear.</li> <li>2) If the tribe choose to start an official resettlement request, there will be processes and negotiations involved</li> </ol> <p>Settler [REDACTED]</p> <p>Govt. had resettled/relocated victims of disasters before such as in 1978 so why cannot the Govt. do the same for us.</p> <p>Peter Isaac</p>	
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		<ol style="list-style-type: none"> <li>1) There is now way forward for consider options after the Chupu presentations.</li> <li>2) Therefore, strongly appeal to the Govt. to give them resettlement.</li> <li>3) Strongly urges the tribe to accept voluntary leaving to elsewhere outside the Tenaru 37.5ha, short or long term, so that they are free and benefit from it.</li> </ol> <p>Chair sought for a resolution for way forward for the resettlement issue.</p> <p>Chair puts the question</p> <ol style="list-style-type: none"> <li>1) That resolutions passed and carried to give this subcommittee way forward to consider options for resettlement from here on as it is a separate issue. Thus, should be dealt with separately from the issue of Tenaru; after the presentations of Chupu.</li> <li>2) All Agreed.</li> </ol>	
4	Any Other Business (AOB)		
	Date and time to be set for the Presentations of Chupu.	<p>Chair introduced the issue of Chupu for discussions.</p> <p>Peter Isaac</p> <ol style="list-style-type: none"> <li>1) Chupu is for re-entry after MAL abandoned the site for a very long time; 21 years.</li> <li>2) Each chupu should comprise of x1 pig, food items (root crops mainly) plus x1 custom shell money.</li> <li>3) Chupu to be given to settlers in 37.5ha site.</li> </ol>	<p>Resolution passed and carried that presentations of Chupu will be held on Monday 17 May 2021 at here at St. Josephs Tenaru NSS.</p> <p>Three (3) Chupus are to be presented by MAL/SIG:</p>

		<p>4) Tribe to accept the Chupu and allow the development to proceed as they will also benefit in terms of employment opportunities, and also show goodwill to support the request for relocation.</p> <p>5) We need to set a date now and proceed.</p> <p>Mack Faddean (OPMC)</p> <p>1) Timeline for the implementation/progress for proposed development is now tight as we are falling behind schedule.</p> <p>2) Chupu has to be presented quickly, next week or week after.</p> <p>3) Suggested next Subcommittee meeting to be on Wednesday 12 May to finalise arrangements.</p> <p>4) Presentations of Chupu to happen on Monday 17 May 2021.</p> <p>Michael Ho’ota</p> <p>1) Thanked all, especially the Church (land owner) and tribe for understanding and cooperation.</p> <p>2) There is now hope that the proposed development and the resettlement issue will be separated and progress if the Tribe wish to pursue it with the provincial government</p> <p> voiced their support for the Chupu ceremony to happen so that their tribal members will respect and cooperate with development</p>	<p>1 each to settlers in 37.5ha, Catholic Church, and Chiefs.</p> <p>Survey and subsequent development activities will resume after presentations of Chupu.</p>
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		<p>Chair</p> <ol style="list-style-type: none"> <li>1) Thanked all for their contribution to the discussions.</li> <li>2) Asked if there are any further comments.</li> <li>3) Puts the question: Presentations of Chupu to be held on Thursday 17 May.</li> <li>4) All voted 'yes' in support.</li> <li>5) Announced presentations of Chupu will go ahead as now agreed.</li> </ol>	
5	Next Meeting	<p>Chair announced the Chuppu ceremony is now set for Monday 17 May 2021.</p> <p>Next Meeting is proposed for Wednesday 12 May 2021, TNSS, 1pm as proposed during the discussions.</p> <p>MAL/SIG will lead next meeting/inform all parties on arrangements and official program for the presentations of Chuppu on 17 May 2021.</p> <p>Meeting closed with Prayer by Fr. John Peter.</p>	

Annex 5 – Tenaru Subcommittee Consultation 12<sup>th</sup> May 2021  
Tenaru Land Issue Subcommittee

**Minute of Meeting convened on Wednesday 12<sup>th</sup> May 2021**

Venue: St. Josephs Tenaru NSS

Time: 1pm

Chair: Joseph Pinita

Prayer: Fr John Peter

**Attendance**

18. Michael Ho’ota, DST MAL (Govt. Agency Representative) (GAR)
19. Mack Faddean Oraunisaka, OPMC/NHA, (GAR)
20. Buddley Roni, DST, Min. Land, MLHS (GAR)
21. Martin Jaiki, Deputy Director Research, MAL (GAR)
22. Joseph Pinita, Lands Officer, Catholic Church Arch Diocese of Honiara, Catholic Church Representative (CCR)
23. Abraham Hihiru, Principal, TNSS (CCR)
24. Abraham Haiuasi, Deputy Principal, TNSS (CCR)
25. Father John Peter, Catholic Church, Arch Diocese of Honiara (CCR)
26. Brother John Votaia, St. Martins RTC, Society of Saint Mary (CCR)
27. Peter Isaac, Paramount Chief (Bulahi Tribe, Belaha), Malango House of Chiefs
28. Sipriano Masi, Chief, Malango (LR)
29. Adrian Noro, Chief, (LR)
30. John Pei, Chief (LR)
31. Clement Kuki, Chief (LR)
32. John Taloi, Chief (LR)
33. John Batisi, Chief (LR)
34. Leo Matanisivo, Chief (LR)
35. Jerry Thogole

**Key Agenda**

Discuss and recommend preparatory arrangements for the presentations of Chupu between the Government, Church and land owners of Tenaru land

**Summary – Recommendations passed**

Recommendations for Actioning:

- 5) Three chupus to be presented.
  - 6) Presentations of Chupus to be held on Monday 17 May 2021, 2pm, at St. Josephs TNSS.
  - 7) Increase the Budget for each chupu to \$5,000.00.
  - 8) Chief Sipriano of Malango to be responsible for arrangements and collections of food items for the Chupus, and Govt. side responsible for sourcing the 3 malona shell money and 3 pigs.
  - 9) Draw up an Official Program for the Presentation Ceremony
  - 10) Invitation letters be served to officials who will be invited to attend, especially those who will make speeches.
  - 11) Next meeting to finalise all preparatory arrangements to be held Friday 14 May 2021, 1pm.
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**Summary of Discussions**

	Item	Discussions	Recommendations
1	Consultations/awareness about the presentation of Chupus	<p>Chair:            Asked if chiefs and elders have properly consulted/informed the settlers in the 10ha and tribal members of the planned presentations of Chupus.</p> <p>Chiefs John Taloi , John Batisi, other three chiefs gave assurance            - Consultations have been made. Tribal members and settlers are well aware and understand the reasons for the Chupus.</p>	
2	Number, date and time for presentations of Chupus	There was a very lengthy discussion on these questions, regarding the number of chupus and date for the presentation ceremony.	1. There will Three Chupus presented. Chupu 1: Government to settlers, Chupu 2: Government to Catholic Church,



		<p>Idea for 4<sup>th</sup> chupu dropped, all agreed to only three.</p> <p>Thursday (tomorrow) as proposed is too short time to make the necessary preparations. Move the ceremony to Monday 17 May 2021.</p>	<p>Chupu 3: Government to Chiefs (Paramount &amp; Tribal Chiefs).</p> <p>2. The presentation of Chupus is to be held on Monday 17 May 2021 at St. Josephs TNSS assembly Hall at 2pm.</p>
3	Budget to fund the Chupus	<p>The allocated budget of \$3,000 for 1 chupu is not sufficient as x1 pig (\$2,000 and) and x1 Malona shell money (\$1,500) alone already exceeds \$3,000.</p> <p>Therefore, budget needs to be increased to ensure there is enough to purchase food items in order to come with reasonable size chupus.</p>	<p>Increase Budget for each chupu to \$5,000.00; Total Budget required \$15,000.00</p>
4	Preparation of Chupus	<p>Discussions led to agreement that a Chief should be tasked to arrange with LOs and locals in the Tenaru /Malango area to supply the food items for the chupus (rootcrops, green coconut, betel nut, etc).</p> <p>Govt. side to be responsible for purchase and collection of the 3 pigs needed.</p>	<p>1. Chief Sipriano Masi (Malango) is to be responsible for arranging the supply and collection of the food items from the local people.</p> <p>2. Govt. side to find the 3 pigs.</p>
5	Official Program and Invitations	<p>A Formal Program be drawn up and finalised in a meeting of the Subcommittee to be held on Friday 14 May at TNSS.</p> <p>Invitations and Speeches were also discussed.</p>	<p>1. Govt. side to draft an Official Program, to be finalised in next meeting on Friday 14/5/21.</p> <p>2. Govt. side to serve Invitation letters: PS</p>

		<p>Invitation letters to be prepared and served. Officials invited to deliver speeches be informed through official invitation letters.</p>	<p>MAL, PS G. Province, MPA Malango Ward, others to be identified.</p> <p>3. Govt. side to inform official who will deliver Speeches:</p> <ul style="list-style-type: none"> <li>- PS MAL</li> <li>- PS G. Province</li> <li>- MPA, Paramount Chief (Malatoha House of Chiefs)</li> <li>- Tribal Chief Lunga-Mamata Gaubata Tribe/settlers.</li> </ul>
	Any Other Business (AOB)		
6.	Resettlement	<p>Chief John Batisi raised the question: Where will the settlers and the tribe be resettled?</p> <p>Responses Chair</p> <ul style="list-style-type: none"> <li>- the issue of resettlement will be dealt with later after presentations of resumption of boundary survey. Subcommittee will consider and persue prospective options.</li> </ul> <p>M. Ho’ota</p> <ul style="list-style-type: none"> <li>- Issue was briefly discussed in yesterday’s meeting.</li> <li>- It is outside the scope of the current issue as temporary settlers have their origin villages to return too after voluntary vacating Tenaru upon compensation.</li> </ul> <p>Peter Isaac (Paramount Chief)</p>	

		<ul style="list-style-type: none"> <li>- issue already discussed in previous meeting and agreement was that subcommittee will continue to pursue the matter after resumption of survey.</li> <li>- Set this matter aside.</li> <li>- Matter for discussion now is the Chupu.</li> </ul> <p>All agreed, issue dropped.</p> <p>Chair then made a brief wrap of the meeting.</p> <p>Meeting closed with a word of prayer.</p>	
7.	Next Meeting		Friday 17 May 2021, 1 pm

## Annex 6 – Chuppu Ceremony hand over 17<sup>th</sup> May 2021

### PROGRAMME FOR TENARU FES CHUPPU HAND OVER

#### Introduction

The Ministry of Agriculture has given way for sports development to take place at its research and demonstration property at the King George area, also know at the former Taiwan Farm or Taiwan Technical Mission. Agriculture research therefore needed a new home for its activities to continue. It has reached an understanding with the Catholic Church to develop portion of the Church land at Tenaru for that purpose. The Catholic Church holds Fix Term Estate title to the land in subject.

In the process of commencement of work, land owning group within the subjected area requested work to stop whilst their issues to the land is heard and sorted. On the 5th of May 2021, a meeting was convened at St. Josephs Tenaru School with a resolution adopted to form this working Group to look into the matter.

All parties present at the aforementioned meeting agreed and acknowledged the title Catholic Church holds and also they do agree that agriculture development is a good and beneficial prospect.

**It is now clear that the issue of resettlement is a broader topic the tribe wish to discuss with the Government and hence, the tribe can raise this topic outside the scope of the topic of development of Tenaru Catholic Church land by MAL. The parties hence agree that for the subject matter of this development, the settlers will voluntary leave the land to which they have no entitlement to as it belong to the church and will further go back to their villages or voluntary go live elsewhere.**

Three Chuppu will be presented during the ceremony as a sign in Guadalcanal Tradition of good faith **formally informing the Settlers and Chiefs on the Ministry of agriculture plan to re-enter the lands it previously occupied to commence rebuilding the Research facilities.**

Venue: **Tenaru School Hall, 17 MAY 2021 , Time: 2:30pm**

#### **Programme:**

**MC: Deputy Principal Tenaru**

2:30 pm- Arrival of invited guests

3:00 pm – Guest Congregate in School Hall

- **Speeches**

- (1) Opening Prayer – Fr. John
- (2) Welcome- Deputy Principal
- (3) Remarks- Chair Land Sub Committee
- (4) Remarks – PS MAL
- (5) Remarks – Principal Tenaru School.
- (6) Remarks – Paramount Chief
- (7) Remarks – John Taloi On behalf of Settlers

- **Chuppu Hand Over Ceremony**

- (1) MAL/SIG to settlers (mainly on the issue of grievances and to work to proceed without their disturbance)
  - (2) MAL/SIG to chiefs
  - (3) MAL/SIG to Catholic Church (FTE holder)
- **Refreshments to be served for Guests**

## Annex 7 – Site visit to the Tenaru subproject site by PMU team

### **SITE VISIT TO THE TENARU SUBPROJECT SITE (11<sup>th</sup> May 2023) by Steve Sae Environmental Safeguards Officer SIART PMU**

#### **INTRODUCTION**

The Tenaru subproject is one of the main infrastructure investments covered under Sub-Component 1.3: Infrastructure Investments of the SI ART project. It is believed that this investment will directly enhance MAL's service and research capacity. It is designed to enable maximal flow between the different processes and functions that will take place in the area.

A team from PMU/MAL including DSC (Elda Wate), PM (Louisa Fakaia), Environment Safeguards Officer (Steve), Communication Officer (Niniu), Research Department Director (Martin) and other Research officers visited the site on 11<sup>th</sup> May 2023. The team had a site discussion and brief meeting with settlers to obtain their views about the proposed development and their environmental perspective of the area as well as carrying out environmental and social screening of the site together with the MAL research officers.

#### **OBJECTIVES OF THE SITE VISIT**

- To ensure the DSC and the PMU staff have a first-hand observation of the proposed site for the Tenaru investment,
- Meeting with key settlers of the area, and,
- Undertake screening.

#### **SUMMARY OF THE SITE VISIT**

The team met at the site and the Director of research explained the general overview of what will be like of the Tenaru Field Experimental Station (TFES). The Director of research provide the site Plan for the TFES and explain the infrastructure development to be established for the TFES, including residential buildings, extension training center and pig breed improvement facility. It was highlighted during the discussion that the site in Tenaru is meant to become a holistic center for agriculture in the country.

The settlers indicated that they are willing to cooperate with MAL or the government to move out from the site to give way for the proposed development. They confirmed receiving compensation from MAL for the loss of their non-land assets i.e., leaf thatched houses and garden food crops and acknowledge the land as being legally owned by the Catholic Church, and it will be leased to MAL who will develop the land as it once did in the past (prior to year 2000). The settlers confirmed that they came to settle at the site after the ethnic crisis.

Clearing work is currently underway to ensure work on UXO is carried out properly. General observations of the site indicated the area is prone to flooding. According to settlers residing in the area, winds usually blow from east-west direction. They also noticed changes to rainfall intensity. Currently the area usually experienced high intensity rainfall for one or two days, exacerbated by poor drainage, the area is often flooded with flood level can reach up to 0.5 – 1.5 meters. It was highlighted by settlers that during the 2014 flash floods, the flood level in the area could perhaps reach up to 3.0 meters due to overland flow from the Tenaru river and Lunga river. The area is in fact sandwiched between those two

rivers and situated on a flat plain. Clay soil in much of the area indicated recent to recent-past alluvial deposits.

The environment officer then go through the eligibility and impact screening forms with the research officers.

**Future plan:**

- To go through the screening form with Joyce (WB Social Specialist) who is currently in the country
- Will also plan another site visit with Joyce who may be interested to visit the Tenaru subproject site.

**Photos**



**Clearing works at the site**



**Access road**



**Houses facing windward direction- Prevailing easterly wind.**





**Common vegetation type- secondary regrowths.**



**Typical settlers' houses built on remnant concrete slab of former TFES site**



**Consultation with settlers at the site**



**Screening undertaken at the site with PMU and MAL members**

## **Summary Minute of Consultation Meeting between MAL and Settlers of Tenaru NALRDC SITE**

Date/Time: May 2<sup>nd</sup> 2023, 2pm

Venue: MAL Conference Room, First Floor, SIPEU Building, Honiara

### **Attendance**

1. MAL Team: Permanent Secretary and senior staff including SIART Project Representative.
2. Settlers and their tribal elders and chiefs.
3. Representatives of Catholic Church.

Refer to Annex 1 for list of names of attendees.

### **Purpose of the meeting [also the meeting Agendas]**

1. Explain to the settlers MAL's (SIG's) plan; the proposed agriculture development for the full 37.5 hectares site at Tenaru.
2. Explain to the settlers the legal status of the ownership of the 37.5ha site.
3. To understand the nature of the settlers' claims (to hear their side of the story).
4. Settlers to confirm the field data and the values of compensations for their crops and properties within the first 10 hectares of the 37.5ha site. These properties will be removed during the development of the Tenaru National Agriculture and Livestock Research and Development Centre [NALRDC].
5. To agree to proceed with payment of the compensations.

### **Background**

In 2020 the Catholic Church (CC) (Arch Diocese of Honiara) agreed to a proposed lease of 37.5 hectares of its land at Tenaru to the Ministry of Agriculture and Livestock (MAL, or Solomon Islands Government, SIG) for the establishment of new NALRDC). A Memorandum of Understanding (MOU) was signed between CC and MAL on 18<sup>th</sup> August 2021, providing for MAL to proceed with the developments to establish the NALRDC while both parties work together towards a formal lease agreement. The Centre will be the new national agricultural research and development centre to replace the now defunct Dodo Creek Research Station (DCRS) which was abandoned during the social unrest in year 2000. Since then, several consultations were held with representatives of the CC Land Administration Office and St. Josephs Tenaru Catholic Secondary School (custodian of the site on behalf of CC), the settlers and their tribal chiefs, and the Malango House of Chiefs, which has jurisdiction over the area under the provincial and custom administration structures.

In a meeting for all stake holders on 5<sup>th</sup> May 2021 the Temporary Settlers ('Settlers') acknowledged the legal ownership of the 37.5ha site by CC. They also agreed to allow the Survey Department of the Ministry of Lands and Survey to commence the boundary and topography survey, and to accept compensation payments for loss of crops and properties starting with those within the 10ha portion in which the nucleus MAL station for the NALRDC will be established. In the same meeting they agreed to be part of a custom feast called 'Chuppu' in the Guadalcanal custom. In custom a Chuppu ceremony signifies that any decision/agreement and understanding amicably reached over any differences on important issues between and among parties is accepted as resolved permanently.

The Chuppu ceremony was held on the 17 May 2021. MAL/SIG presented three heaps of food and three custom/traditional shell money, one each to the settlers, the Catholic Church, and the Malango House of Chiefs and tribal chiefs (representing all tribes in Malango Ward, including chiefs of the settlers' tribes).

Following the Chuppu ceremony Government surveyors carried out the boundary, topography, and cadastral surveys of the first 10ha portion of the 37.5ha site in June 2021.

Also in June 2021 and working alongside the survey team, staff of the MAL Research Department carried out field assessments and gathering of data on settlers' properties within the 10ha. The cadastral produced map by the surveyors also captured the major plantings such as sago palm and betel nut groves.

The key objective of this meeting therefore, are to once again clearly explain to the settlers and their chiefs the purpose of establishing the proposed NALRDC, and for the settlers to view, verify and agree to the field data and amount of compensations they will receive once payments are ready in the next few weeks.

## **Discussions**

### **1. MAL/SIG's plan for the 37.5ha Tenaru site**

The Permanent Secretary (PS) for MAL thanked the settlers, members of their community, and tribal chiefs for their understanding and agreement in accepting to give way to the establishment of the proposed new national agriculture research/experiment station (NALRD) that will be established at Tenaru. He then explained the purpose of the NALRDC, its importance and the benefits the centre will generate for the agriculture sector and the people of Solomon Islands. He urged them to be willing participants in this national development as it is for the public good, and they themselves as residents of the nearby areas will benefit through employment, access to knowledge and skills in farming which will improve their livelihoods, as well as other benefits and opportunities. Finally he formally informed them that compensations will be made to them for their crops and properties, as soon as payment is ready in the next few weeks.

A PowerPoint slide of the list of settlers and the field data and values of compensations due to each of them for crops and properties was put up for verification by the settlers, hard copies were also distributed to each of them.

### **2. Representative of the CC, Joseph Pinita (Lands Officer)**

Joseph clarified that the 37.5ha given to MAL is a legally registered land owned by the Catholic Church (Arch Diocese of Honiara) and is a portion of the Registered Parcel 192-023-5, Land Registration LR 83/2, under the Land and Title Act (Law) of Solomon Islands.

### 3. Representative of CC – ST Josephs Tenaru Secondary School (TNSS)

Abraham Hihiru, Principal of TNSS, clarified that TNSS was consulted and understanding was established before CC agreed to the proposed development by MAL (SIG). TNSS, is an agent and institution of CC. It is also the custodian of the concerned land. It fully supports the proposed development by MAL (or the National Government), the establishment of the Tenaru NALRDC.

### 4. Representatives of the settlers/claimants

Chief John Taloi, tribal chief and spokesman for the settlers thanked MAL/SIG that they understood and accept the proposed development, the legal ownership of the site by CC, and settler members of his tribe agree to be paid compensation for losses of properties. He reaffirmed their understanding and acceptance of the proposed development as signified and bound in custom by the participation in the Chuppu ceremony on 17 May 2021, and that they will work together with Guadalcanal Provincial Government and the National Government for new resettlement site within the alienated lands owned by the province.

Settlers [REDACTED] responded that they acknowledged the land title and ownership the Catholic Church holds over Tenaru land. They agreed and support that the proposed national agriculture development as it is for the national good, also it will bring beneficial prospects for them as residents of the Malango Ward. Both stated that they and other temporary settlers all agree to be paid compensations for their losses and expressed their gratitude to MAL for making the commitment .

Other settlers and members of their community also expressed similar support and understandings.

### 5. Field data and compensation values due to each settler claimant.

The settler claimants verified the field data on their crops and other properties as correct. They also agreed to the calculations and valuations of compensations due to them.

The field data on crops and properties and values of compensation payments due to each Settler is given in Annex 2.

### 6. Signing of the 'Deed of Release and Settlement', and Compensation and Compliance Agreements, and Payment of compensations

The MAL legal officer explained to all parties that two legal Agreements need to be signed during the payment of compensations.

First, MAL (as the Releasee') and CC (as the "Releasor') will sign a Deed that will commit the parties to work in partnership towards the formalisation of lease agreement and to empower MAL to proceed with development activities to establish the NALRDC at Tenaru. Second, following the signing of the Deed by MAL and CC, each settler will be paid compensation upon signing a 'Compensation and compliance Agreement'. The agreement chiefly commits the settler to remove all properties from the Tenaru NALRDC land (37.5ha site) within 30 days, discharge harmless rights against MAL with regard to and any properties therein, and to permanently cease to use the Tenaru NALRDC land to abstain from interfering with MAL's development activities.

### 7. Resolutions

a. Representatives of the Catholic Church are satisfied with the draft Deed.

- b. The Settlers agree to sign the agreement and receive compensation payments.
- c. Settlers agree to provide ID photos to MAL, in preparation for the signing of the no disturbance agreement and payments of compensations.

Annex 1. Attendance list


#	Name	Organisation	Comments
1	Lottie Vaisekavea	MAL/SIG	Permanent Secretary (PS)
2	Elda Leah Wate	MAL	Deputy Secretary Corporate
3	Michael Ho'ota	MAL	Deputy Secretary Technical
4	Ofer Dotan	MAL	Senior Planning Officer
5	Andrew Melanolu	MAL	Director Extension
6	Martin Jaiki	MAL	Director Research
7	Maria Gharuka	MAL	Chief Research Officer
8	Joseph Pinita	Catholic Church	Land Officer
9	Abraham Hihiru	Catholic Church	Principal Tenaru National Secondary School & recipient of compensation
10	X3 Police officers	Royal Solomon Islands Police Force	Witnesses to signings and payments
11	[REDACTED]	Temporary Settler	Recipient of compensation
12	[REDACTED]	Temporary Settler	Recipient of compensation
13	[REDACTED]	Temporary Settler	Recipient of compensation
14	[REDACTED]	Temporary Settler	Recipient of compensation
15	[REDACTED]	Temporary Settler	Recipient of compensation
16	[REDACTED]	Temporary Settler	Recipient of compensation
17	[REDACTED]	Temporary Settler	Recipient of compensation
18	[REDACTED]	Temporary Settler	Recipient of compensation
19	[REDACTED]	Temporary Settler	Recipient of compensation
20	[REDACTED]	Temporary Settler	Recipient of compensation
21	[REDACTED]	Temporary Settler	Recipient of compensation
22	John Taloi, Chief	Tenaru settler community	Chief
23	Adrian Noro	Tenaru settler community	Chief
24	John Pei	Tenaru settler community	Chief
25	John Batisi	Tenaru settler community	Chief

.....  
 Martin Jaiki | Director Research | MAL  
 23 February 202

## Annex 9 – Individual compensation agreements

### Compensation and Compliance Agreement

This agreement is made between:

  
Tenaru, Guadalcanal Province, Solomon Islands  
(hereinafter referred to as “**Temporary Settler**”)

AND

MINISTRY OF AGRICULTURE & LIVESTOCK,  
P O Box G13, Honiara, Solomon Islands  
(hereinafter referred to as “**Releasee**”)

In compliance with the binding effect of the DEED OF RELEASE AND SETTLEMENT (hereinafter referred to as ‘the DEED’) signed between the CATHOLIC CHURCH of Solomon Islands, Arch Diocese of Honiara and the MINISTRY OF AGRICULTURE & LIVESTOCK, P O Box G13, Honiara, Solomon Islands (see copy of DEED attached), the parties to this Agreement hereby agreed as follows:

1. The Releasee will compensate the Temporary Settler as per listed in the DEED
2. Upon compensation by the Releasee, the Temporary Settler undertakes to:
  - a. Comply in full with the terms of the DEED
  - b. Remove all properties of the Temporary Settler within the Tenaru FES lands within thirty (30) days of receipt of payment
  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee’s activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Twenty Two Thousand Dollars, and Eighty Four Dollars and Fifty cents, \$22,084.50 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

By [Redacted]

) [Redacted]

(Signature of Temporary settler)

  
(Signature of Witness)

sgt John Fulu  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock



in the presence of:

  
(Signature of Witness)

Inspector Mary. Ake.  
(Name of Witness)



SIGNED and DELIVERED AS a Compensation and Compliance Agreement

By [Redacted]

) [Redacted]

(Signature of Temporary settler)

[Signature]  
(Signature of Witness)

[Signature]

Inspector Mary. Ate  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottic Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:


) [Signature]  
) [Blue circular stamp]

[Signature]  
(Signature of Witness)

Martin Jaiki  
(Name of Witness)

## Compensation and Compliance Agreement

This agreement is made between:

 f  
Tenaru, Guadalcanal Province, Solomon Islands  
(hereinafter referred to as "Temporary Settler")

AND

MINISTRY OF AGRICULTURE & LIVESTOCK,  
P O Box G13, Honiara, Solomon Islands  
(hereinafter referred to as "Releasee")

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  - b. Remove all properties of the Temporary Settler within the Tenaru FES lands within thirty (30) days of receipt of payment
  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Three Hundred and Seventy Dollars, \$370.00 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

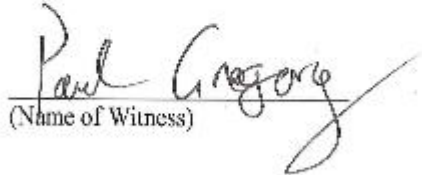
SIGNED and DELIVERED AS a Compensation and Compliance Agreement

[Redacted]

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[Redacted]

(Signature of Temporary settler)

  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
(Name of Witness)

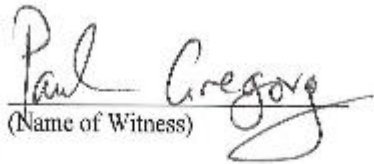
SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaiskave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:


}  
  
\_\_\_\_\_  


  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
(Name of Witness)

## Compensation and Compliance Agreement

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AND

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  - a. Comply in full with the terms of the DEED
  - b. Remove all properties of the Temporary Settler within the Tenaru FES lands within thirty (30) days of receipt of payment
  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Five Thousand Four Hundred and Seventy Five Dollars, S\$5,475.00SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.


SIGNED and DELIVERED AS a Compensation and Compliance Agreement

[Redacted]

)  
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[Redacted]

(Signature of Temporary settler)

  
(Signature of Witness)

ssgt John Kulu  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:

)  
)  
)




  
(Signature of Witness)

ssgt John Kulu  
(Name of Witness)

Compensation and Compliance Agreement

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  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Four Thousand and Ninety Two Dollars, Fifty Cents \$4,092.50 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

B [REDACTED]

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[REDACTED]

(Signature of Temporary settler)

[Handwritten Signature]  
(Signature of Witness)

Inspector Mary Ake  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:

)

)

)




[Handwritten Signature]  
(Signature of Witness)

Martin Juki  
(Name of Witness)

## Compensation and Compliance Agreement

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  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Three Thousand Two Hundred Dollars, \$3,200.00 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.


Dated this 2<sup>nd</sup> day of May 2023.

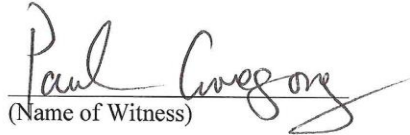


SIGNED and DELIVERED AS a Compensation and Compliance Agreement

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(Signature of Temporary settler)

  
\_\_\_\_\_  
(Signature of Witness)

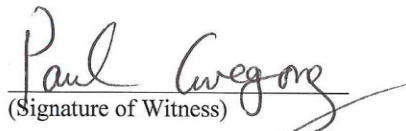
  
\_\_\_\_\_  
(Name of Witness)


SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:


)  
)  
)  
  
\_\_\_\_\_  
(Signature of Permanent Secretary)

  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
(Name of Witness)

## Compensation and Compliance Agreement

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  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Eight Hundred and Sixty Dollars, \$860.00 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

B [Redacted]

) [Redacted]  
)  
)  
(Signature of Temporary settler)

  
(Signature of Witness)

sgt John Kulu  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

)   
)  
)

in the presence of:

  
(Signature of Witness)

Inspector Mary Atke  
(Name of Witness)

Compensation and Compliance Agreement

This agreement is made between:

[REDACTED] of  
Tenaru, Guadalcanal Province, Solomon Islands  
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AND

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  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Two Thousand Eight Hundred and Thirty Five Dollars, S2,835.00SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

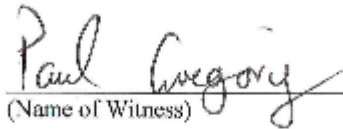
SIGNED and DELIVERED AS a Compensation and Compliance Agreement

[Redacted]

[Redacted]

(Signature of Temporary settler)

  
\_\_\_\_\_  
(Signature of Witness)


  
\_\_\_\_\_  
(Name of Witness)

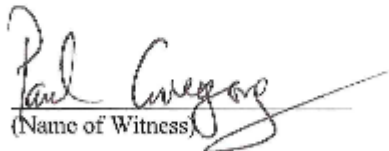
SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:

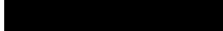


  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
(Name of Witness)

Compensation and Compliance Agreement

This agreement is made between:

 of  
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AND

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  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
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Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

[Redacted]

)  
[Redacted]

(Signature of Temporary settler)

  
\_\_\_\_\_  
(Signature of Witness)

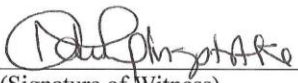
ssgt John Kuku  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:

)  
)  
)  
\_\_\_\_\_  


  
\_\_\_\_\_  
(Signature of Witness)

Inspector Mary Ate  
(Name of Witness)

Compensation and Compliance Agreement

This agreement is made between:

[REDACTED] of  
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AND

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  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee’s activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **One Thousand Eight Hundred Dollars, \$1,800.00 SBD**. And shall not seek additional compensation beyond this Agreement.


NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.



SIGNED and DELIVERED AS a Compensation and Compliance Agreement

By  )   
)  
)  
) \_\_\_\_\_  
(Signature of Temporary settler)

  
\_\_\_\_\_  
(Signature of Witness)

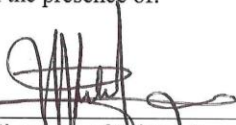
JOSEPH PINITA  
\_\_\_\_\_  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

in the presence of:


)   
)  
) \_\_\_\_\_

  
\_\_\_\_\_  
(Signature of Witness)

Sgt John Kuku  
\_\_\_\_\_  
(Name of Witness)

### Compensation and Compliance Agreement

This agreement is made between:

  
Tenaru, Guadalcanal Province, Solomon Islands  
(hereinafter referred to as "Temporary Settler")

AND

MINISTRY OF AGRICULTURE & LIVESTOCK,  
P O Box G13, Honiara, Solomon Islands  
(hereinafter referred to as "Releasee")

In compliance with the binding effect of the DEED OF RELEASE AND SETTLEMENT (hereinafter referred to as 'the DEED') signed between the CATHOLIC CHURCH of Solomon Islands, Arch Diocese of Honiara and the MINISTRY OF AGRICULTURE & LIVESTOCK, P O Box G13, Honiara, Solomon Islands (see copy of DEED attached), the parties to this Agreement hereby agreed as follows:

1. The Releasee will compensate the Temporary Settler as per listed in the DEED
2. Upon compensation by the Releasee, the Temporary Settler undertakes to:
  - a. Comply in full with the terms of the DEED
  - b. Remove all properties of the Temporary Settler within the Tenaru FES lands within thirty (30) days of receipt of payment
  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Thirty Seven Thousand Dollars, One Hundred and Twenty Eight Dollars and Fifty cents, \$37,128.50 SBD**. And shall not seek additional compensation beyond this Agreement.

NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

By [Redacted] (Sr)

)  
) [Redacted]  
)  
(Signature of Temporary settler)

  
(Signature of Witness)


John Kulu  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock

)  
)   
)

in the presence of:

  
(Signature of Witness)

Inspector Mary Ake  
(Name of Witness)

## Compensation and Compliance Agreement

This agreement is made between:

[REDACTED] (Inc) of  
Tenaru, Guadalcanal Province, Solomon Islands  
(hereinafter referred to as "Temporary Settler")

AND

MINISTRY OF AGRICULTURE & LIVESTOCK,  
P O Box G13, Honiara, Solomon Islands  
(hereinafter referred to as "Releasee")

In compliance with the binding effect of the DEED OF RELEASE AND SETTLEMENT (hereinafter referred to as "the DEED") signed between the CATHOLIC CHURCH of Solomon Islands, Arch Diocese of Honiara and the MINISTRY OF AGRICULTURE & LIVESTOCK, P O Box G13, Honiara, Solomon Islands (see copy of DEED attached), the parties to this Agreement hereby agreed as follows:

1. The Releasee will compensate the Temporary Settler as per listed in the DEED
2. Upon compensation by the Releasee, the Temporary Settler undertakes to:
  - a. Comply in full with the terms of the DEED
  - b. Remove all properties of the Temporary Settler within the Tenaru FES lands within thirty (30) days of receipt of payment
  - c. Discharge and forever hold harmless their rights to raise claims against the Releasee with regards to the Tenaru FES lands or any properties therein
  - d. Permanently cease to use the Tenaru FES lands and abstain from interfering with any of the Releasee's activities on the Tenaru FES lands as captured in the DEED
  - e. Work closely with NHA MAL Tenaru Relocation Committee in relation to matters arising from this Agreement and the DEED
3. By signing this Agreement, the Temporary Settler confirms the reception of the compensation by the Releasee in the amount of **Twenty Nine Thousand Dollars, One Hundred and Eighty One Dollars and Fifty cents, \$29,181.50 SBD**. And shall not seek additional compensation beyond this Agreement.


NOW THEREFORE, in AGREEMENT to the terms and conditions set out in this Compensation and Compliance Agreement, the parties (undersigned) hereto, have on this 02 Day of May 2023 duly affixed their marks/signatures/seals in execution of this Agreement.

Dated this 2<sup>nd</sup> day of May 2023.

SIGNED and DELIVERED AS a Compensation and Compliance Agreement

By [Redacted] (nr)

)  
)  
) [Redacted]  
(Signature of Temporary settler)

  
(Signature of Witness)

Sgt John Kahn  
(Name of Witness)

SIGNED and DELIVERED AS AN AGREEMENT

by **Mr Lottie Vaisekave**  
**Permanent Secretary**  
Ministry of Agriculture and Livestock



in the presence of: )  
)  
) \_\_\_\_\_

  
(Signature of Witness)

Inspector Mary Ake  
(Name of Witness)



**SOLOMON ISLANDS GOVERNMENT**

Date: 3<sup>rd</sup> June 2024

**Public Notice**

**To: Residents and Crop owners at Tenaru**

**From: Ministry of Agriculture and Livestock**

**Attention: .....**  
.....  
.....

**Dear Residents and Crop/Asset owners,**

**The Ministry of Agriculture and Livestock (MAL) would like to inform you that development activities for the re-establishment of the National Agriculture Research and Development Center (used to be known as 'Tenaru Field**

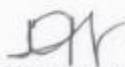
Experiment Station' or 'Tenaru FES') at its former site at Tenaru will commence shortly.

- Therefore, MAL is kindly serving you with a Three Month (90 days) Notice effective from 5<sup>th</sup> day of June 2024 to 2<sup>nd</sup> day of September 2024.
- This should give you sufficient time to harvest any food and agricultural and non-agricultural crops.
- There must be no further planting with effect from the date of this notice.
- And to remove any structures from within the site.
- The site has now been reacquired by MAL for the purpose of the above mentioned development. We kindly caution that legal action shall be taken against any one failing to comply with this notice.

We wish to thank you for complying with this notice, by doing so you are participating meaningfully in this national development project for the national good.

The attached map shows the location of the proposed agricultural development site.

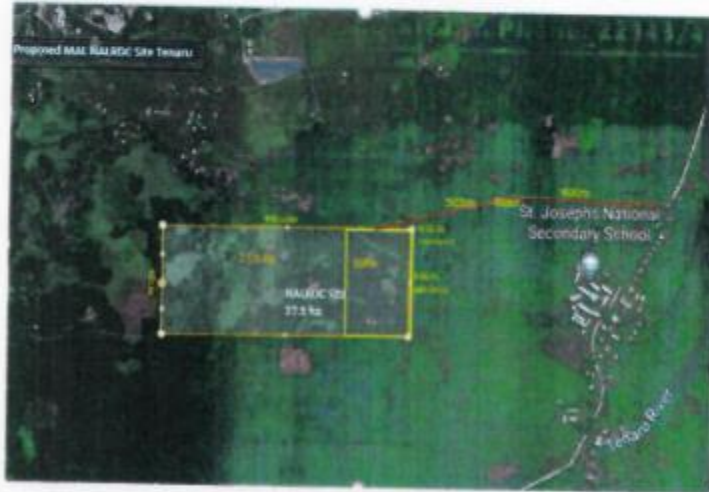
We thank you for your understanding and continuing support.



-----  
**Lottie Vaisekavea**  
**Permanent Secretary**

**For enquiries please contact The Permanent Secretary, or  
The Deputy Secretary Corporate, on Phone: 22143/4/5.**

**Map**







SOLOMON ISLANDS GOVERNMENT  
**Ministry of Agriculture and Livestock**

---

SIG has secured 37.5 ha of land in Tenaru  
for construction of a

**National Agriculture and Livestock Research and Development  
Centre of Excellence**

This centre will advance the country's agriculture  
and livestock sectors through research,  
development, education, exchange, and  
community collaboration.

Start date: June 2024 Contact MAL for inquiries: 22143

Annex 12 – Guadalcanal Development Board Consent for subdivision of Tenaru land



17

# Guadalcanal Provincial Government Planning and Development Board

All correspondence should be addressed to the Guadalcanal Provincial Secretary.  
Cc: Secretary, Guadalcanal Planning and Development Board.

P.O. BOX GC7, HONIARA, SOLOMON ISLANDS  
Telephone: (677) 20041

Ref. No : GPG-PDB-L-2022-050

14<sup>th</sup> June, 2022

To : Chancery Office Catholic Archdiocese of Honiara  
G. P. O. Box 237  
Honiara, Solomon Islands

Attn. : Mr. Joseph. Pinita  
Lands Admin – Chancery Office

**SUBJECT: DEVELOPMENT APPLICATION TO SUBDIVIDE LAND AT TENARU, PARCEL NO. 192-023-5**

Dear Mr. Pinita,

Pursuant to your application for development dated 16<sup>th</sup> May, 2022.

The Guadalcanal Provincial Government Planning & Development Board had deliberated, and **APPROVED** your application to sub-divide the land at Tenaru, on Parcel No. 192-023-5 for Agricultural developments.

The Board had assessed the application in relation to matters mentioned in Section 19 of the TOWN AND COUNTRY PLANNING (AMENDMENT) ACT 2017 and noted the design, location, size, appearance and uses of the proposed sub-division.

Thank you for your understanding and cooperation with the Guadalcanal Provincial Government Planning and Development Board.

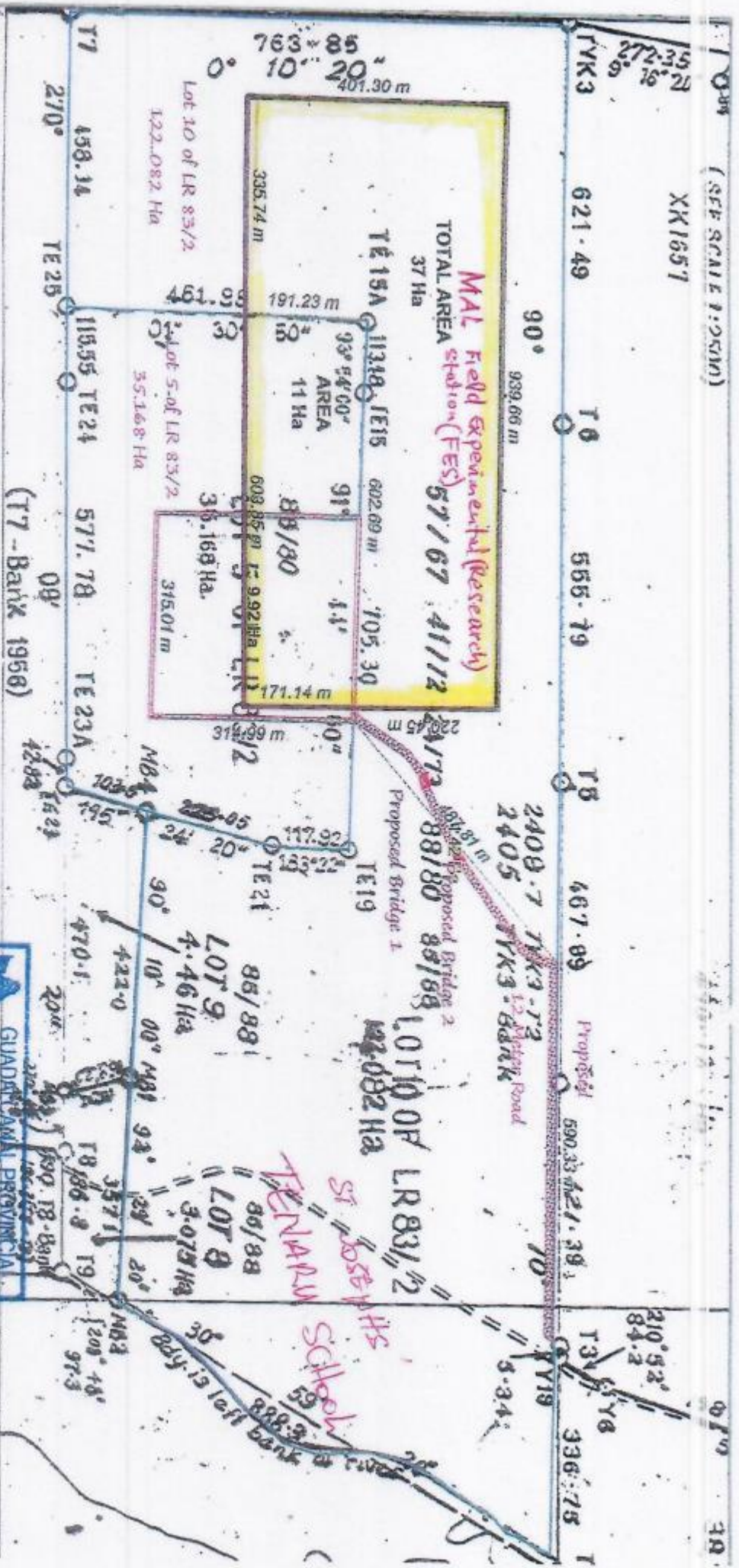
Yours Sincerely,

**GUADALCANAL PROVINCIAL GOVERNMENT PLANNING AND DEVELOPMENT BOARD**  
**APPROVED**  
Sign: *[Signature]*  
Date: 15/6/2022

**Timothy Ngele** | Guadalcanal Provincial Secretary  
(Chair, Guadalcanal Province Planning and Development Board).

(SEE SCALE 1:2500)

XK16571



**MAL Field Experimental (Research) Station (FES) 57/67 41/12**  
37 Ha

Lot 10 of LR 83/2  
122.082 Ha

Lot 5 of LR 83/2  
35.168 Ha

LOT 9  
4.46 Ha

LOT 8  
3.073 Ha

LOT 10 OF LR 83/2  
12.082 Ha

TENARU  
SCHOOL

GUADALCANA L PROVINCIAL  
GOVERNMENT PLANNING AND  
DEVELOPMENT BOARD: 618,000 mt

**APPROVED**

Sgn: *[Signature]*  
Date: 15/6/2012

NOTE: The numbering of the points is based on the UTM grid.

The two letter prefix indicates the

TO ADJOINING SH...

Grid UTM Zone 57  
Unit of measurement Metre  
1 Metre 3 280811  
1 Foot 0.3048 mtrs

DISCLAIMER:  
The Ministry of Lands, Housing and Survey does not  
warrant the accuracy of the information provided.  
any representation or give any warranty as to  
the accuracy or completeness of the information provided.

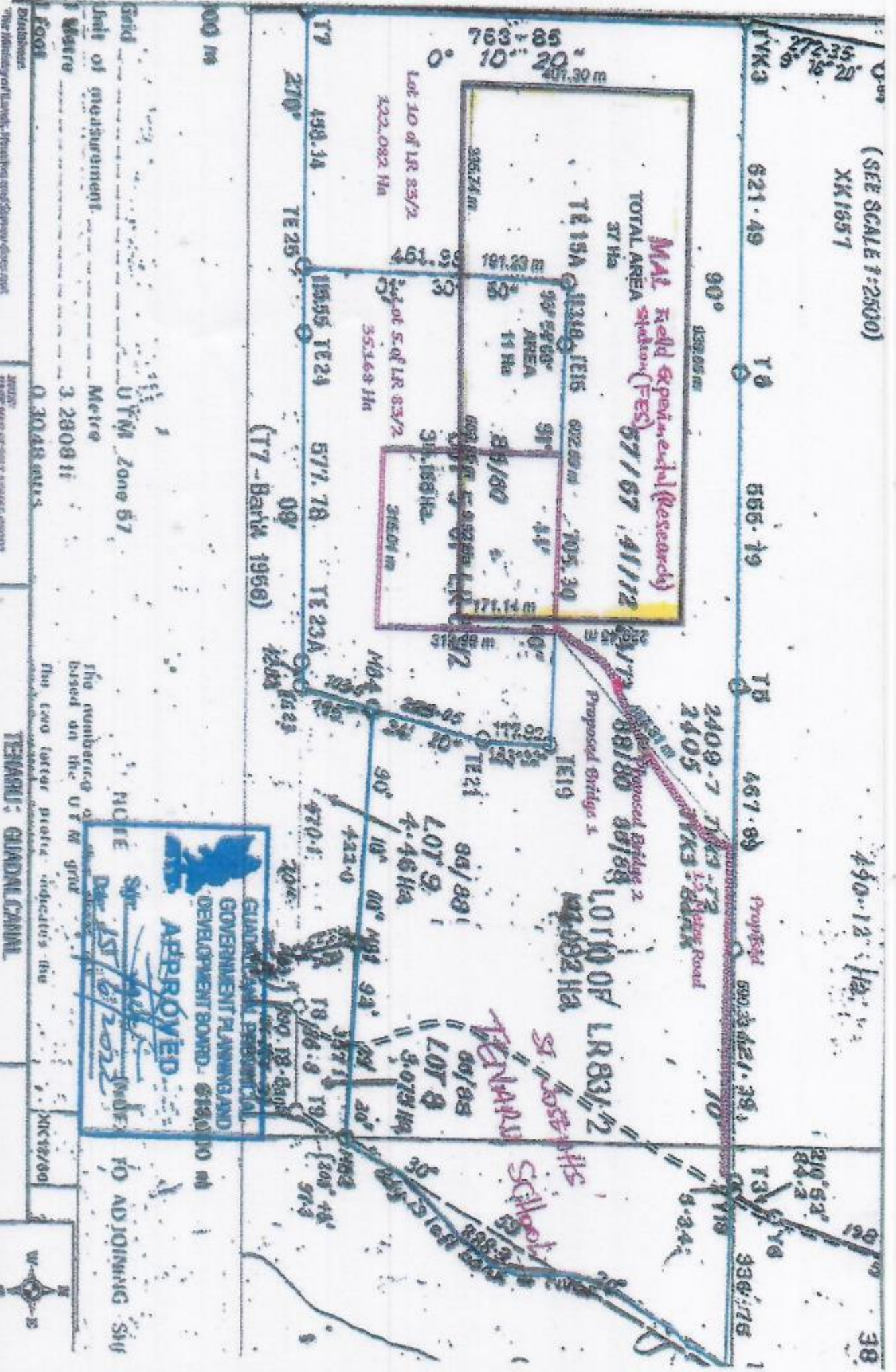
NOTE: PLEASE KEEP TO 2007 AIRBORNE PHOTO  
COURTESY OF MAF

SCALE 1 : 8 500  
© M Landcorp



KIKICHIMANI T.

(SEE SCALE 1:2500)  
XK1657



**MAL Redd Expedient (Records)**  
TOTAL AREA Station (FCS) 57167.41172  
37 Ha

Lot 10 of LR 83/2  
322.082 Ha

Lot 5 of LR 83/2  
35.169 Ha

(T7 - Bank 1968)

LOT 10 OF LR 83/2  
42092 Ha

LOT 9  
4.46 Ha

LOT 8  
5.079 Ha

GUANTANAMO MUNICIPAL  
GOVERNMENT PLANNING AND  
DEVELOPMENT BOARD - 6130

**APPROVED**

Sr. *[Signature]*  
Dt. 15/6/2022 JMD

TO ADJOINING SHG

NOTE

The numbered of UTM grid  
based on the UTM grid

The two latter prefix indicates the

UTM Zone 57

Metre

3 290911

0 304866

Grid  
Unit of measurement

Metre

Foot

Drawn by:  
The Ministry of Lands, Housing and Survey division

Scale:  
1:2500

TERMINI: GUANTANAMO

192-023-705

SCALE 1:2500



18

**CHANCERY OFFICE**

Catholic Archdiocese of Honiara  
G. P. O. Box 237, Honiara, Solomon Islands.

You're Ref:

Our Ref: CCSI /G14/1

Date 25TH /07/2022

The Commissioner of Lands

MLH&S

P.O.Box G38

Honiara.

Dear Sir,

Re: Development Application to Subdivide Land in Parcel No: 192-023-5, Tenaru.

Enclosed is a copy of land Development approval for the Subdivision of Tenaru Land, parcel No. 192-023-05 for the Ministry of Agriculture and Livestock, Development purpose.

That upon receipt of the subdivision & development approval from Guadalcanal Province Planning and Development Board, Consent of Subdivision is hereby sought from the Commissioner of Lands to effect registration of the Survey subdivision accordingly.

We do kindly seek assistance from MAL, to follow up with Commissioner of Lands Office on this process and ensure that proper Land Lease Agreement is facilitated and signed by respective parties.

Yours faithfully,



J.Pinita

Lands/Chancery office

Catholic Archdiocese of Honiara

CC: PS – MAL

Attn. Director –Research, MAL.

Tel.no.00-677-21943

[E-mail: honiachancery@gmail.com](mailto:honiarachancery@gmail.com)

TO: Surveyor-General

FROM: CHANCERY OFFICE - CATHOLIC ARCHDIOCESE OF HONIARA.

Would you please undertake a survey as described below for \*registration/engineering/topographic mapping/planning/identification purposes of the \*land known as/area.

Part of Lot 5/LR 83/2 and Lot 10 of LR 83/2

At Tenaru secondary school land of the

Catholic Archdiocese of Honiara. see attach. M.A. 1/2.

(Sketch plan or notes may be attached on a separate foolscap sheet).

Survey fees (subject to any Government subsidy or remission which might be applicable) are to be paid by

Catholic Archdiocese of Honiara

M.H.L. (Ministry of Agriculture & Livestock)

Date: 15<sup>th</sup>/09/2022  
\*delete where necessary

*[Signature]*  
(lands admin. office)  
For Archdiocese of Honiara  
Sign

note: Survey Lodgement fee of \$2,500-

paid. See recd attach. 25/04/2

TO: C/L/CPP/CS

The above request for survey from..... has been received. Do you wish to comment on this matter.

Date:.....  
Surveyor-General

TO: Surveyor-General

The above request may/may not proceed. Grounds for refusal have been communicated to the person concerned.

Date:.....  
C/L/CPP

SOLOMON ISLANDS GOVERNMENT  
Ministry of Lands, Housing & Survey



OFFICIAL RECEIPT

Date: 25/04/2023

Receipt No: REC-067079

Received from: Diocese of Honiara

The sum of: Two Thousand Five Hundred  
Dollars and Zero Cents

METHOD OF PAYMENT:

CHEQUE \$2,500.00

Account name: Diocese of  
Honiara Special Purpose Fund

Cheque number: 171145

Account Number:  
9024560301

Bank name: BSP

Total PAID \$2,500.00

Land Survey Fees \$2,500.00

1 @ 2500

Ministry of Lands, Housing  
and Survey

Survey Lodgment 192-023-5

Total PAID \$2,500.00

Customer Copy

TERMS & CONDITIONS

- \* This Receipt is BEST VALID without the Solomon Islands Government issuing Authority's clear stamp and signature of the authorized officer
- \* This Receipt is Non-transferable to any other person for whatever purpose
- \* National of this Receipt shall apply to accordance with SOG Financial Instruction
- \* A fee will be charged to the user of this receipt in accordance with SOG Financial Instruction
- \* A Receipt Copy shall be provided to the authorized signatory of the issuing Ministry, Surveyor Manager

Official Stamp and Signature of Operator



Clara Emima Sam printed 25/04/2023 01:59  
PM

**CHANCERY OFFICE**  
Catholic Archdiocese of Honiara  
G. P. O. Box 237, Honiara, Solomon Islands.

You're Ref:

Our Ref: CCSI/G14/1

Date: 25/04/2023

Commissioner of Lands

Please find Cheque payment of \$2,500.00 being for survey deposit fee for survey subdivision of FTE, land parcel 192-023-05 at Tenaru. See Instruction to survey application attach.

Regards

J. Pinita.

Diocese of Honiara – Chancery Office.

Chq. No 171145

Tel.no.00-677-21943

[E-mail: honiarachancery@gmail.com](mailto:honiarachancery@gmail.com)



Annex 13 – Risk Assessment and Impacts screening

**IMPACTS SCREENING FORM**

**Subproject name and a brief description:** TENARU FIELD EXPERIMENT STATION AND DEVELOPMENT STATION

**Location of Village and Province:** TENARU, 37.5ha, GUADALCANAL

**Date:** 23 May 2023

**Screened by:** Martin Jaiki

**Checked and verified by the Environmental Consultant:** Steve Sae

<b>Sub-project name and a brief description:</b> TENARU FIELD EXPERIMENT AND DEVELOPMENT STATION				
A MAL [SIG] crops field experiment and development station.				
Infrastructure and facilities:				
1. Crops research station: experiment fields and laboratory				
2. Farmer training and demonstration centre				
3. Small livestock development centre				
<b>Location of Village and Province:</b> TENARU, GUADALCANAL				
<b>Subject</b>	<b>Screening Questions</b>	<b>Yes</b>	<b>No</b>	<b>Note/Comment (column to be completed with additional information where the response to a screening question is yes)</b>
<b>CONSTRUCTION PHASE</b>				
	<i>Will the subproject:</i>			<b>(guidance are given below)</b>
1. Vegetation cover, trees, insects, animal	Remove vegetation cover, cut down trees for timber or site clearance?	Yes		The site is composed of secondary and tertiary re-growths, with open canopy. Some raintrees especially at the site where the structures will be constructed will be removed.

	Affect cropland with waste and wastewater?		No	There will be no wastewater during construction. Proper waste management will need to be developed in the ESIA to manage potential risk of waste/wastewater during construction
	Disturb wildlife, insects such as snakes?		No	The site had been in use for agriculture cropping activities for a very long time now.  The site hosted the former MAL [SIG] Tenaru Field Experiment Station from mid 1980s-2000. The station closed down during the social unrest in 2000. This proposed development is simply the re-establishment of that former experiment station.
2.	natural resources	Be located near forest or least disturbed /nature reserve area?	No	No reserve area or areas of conservation importance nearby
3.	Landscape	Cause significant changes to, or negatively affect the landscape of the area?	Yes	There will be residential buildings, research center and a classroom built in the area. From natural to a built-environment only within the 10ha area.
4.	Solid waste	Generate solid waste such as excavated soil, unused materials	Yes	Construction wastes will be minimal and managed through applying the ESMP that will be prepared and embedded in the ESIA report of the subproject and <b>Contractor's Workers Environmental Code of Conducts</b> as part of the ESMP. The contractor will be obliged to implement and report the ESMP as part of the contractual agreement/documentation.

5. Hazardous wastes	Generate hazardous waste such as batteries, unused paints, oil, lubricant etc.	Yes		There will be a small amount of concrete waste and paint wastes. Hazardous waste such as batteries, unused paints, oil, lubricant will be covered in the ESMP that will be prepared and embedded in the ESIA report.
6. Wastewater	Generate wastewater from the site?		No	No waste water is expected during construction phase.
	e.g. lubricant etc.	Yes		There will be small amount of concrete waste and other lubricants for equipments used for construction. They will be covered in the Waste Management Plan/Hazardous Waste Management Plan that will be prepared during the ESIA.
7. Dust and smoke	Cause increased dust level at the site, or generate smoke		No	Nuisance such as dust and noise during construction will be minimal and managed by applying the ESMP that will be embedded in the ESIA.
8. Noise and vibration	Generate high noise and vibration		No	Nuisance such as dust and noise during construction will be minimal and managed by applying the ESMP that will be embedded in the ESIA.
9. Erosion risks	Disturb slopes?		No	The TFES land site is flat and farther away from stream/river.
10. Water quality	Cause water pollution by construction waste and materials loaded at the construction site		No	There are no waterways nearby. The nearest river, the Tenaru river is more than 1km away.
11. Local flooding	Increase localized flooding risk by temporary/permanent loading of construction materials/wastes		No	The site and the whole area is flat. Amount of construction materials will be few. Construction waste. All construction materials will be properly stored. Construction

				waste such as excavated soils will be transported and dumped at approved dumping site. Waste Management Plan will be prepared as part of ESIA.
12. Water quantity	a. Withdraw groundwater in a coastal area that may lead to the risk of salinity intrusion		No	Not coastal
	b. Extract or use a large amount of water in local river/streams may cause shortage to water supply to other users in the locality?		No	Will not extract large amount of water from river/stream.
13. Social disturbance	a. Disrupt local traffic/ transportation/ pedestrian traffic		No	Will not cause any social disturbance
	b. Disrupt the operation of local water supply system		No	
	c. Disrupt the operation of local irrigation system		No	
	d. Disrupt the operation of local drainage system		No	
	e. Disrupt local farming activities		No	
	f. Disrupt community meetings/social events		No	
	g. Affect community security?		No	
14. Safety to community	Cause safety risk to the community		No	The site is isolated
15. Public health	Cause concerns on public health/ sanitation /hygiene in the local community		No	
16. Worker's health & safety	Cause workers health and safety concerns		No	
17. PCR	Impact cultural sites such as church,		No	

	historical site, graveyard, etc.			
18. Community support	Does the project enjoy broad community support?		N/A	Longterm SIG development undertaking on private/registered land owned by Catholic Church.
19. Sustainability	Does the community have a plan for the management and maintenance of assets after implementation?		N/A	Management Plan to accompany an application for funding
20. Land acquisition	Does the subproject involve voluntary land acquisition	Yes		<b><u>Private land owned by Catholic Church [CC]. MAL [SIG/COL] will lease land from CC.</u></b>  MAL and the CC have signed a MOU and the Deed of Release and Settlement (DRS) that allows MAL to proceed onto developing the said land. Process for valuation of the land and preparation of the Lease Agreement and Instruments by the COL is in progress. Lease should be signed soon.
Others:				Specify
<b>OPERATION PHASE</b>				
	<i>Will the subproject:</i>			
1. Water/soil pollution	Generate wastewater from the site? e.g. slaughterhouse wastewater, fertilizer runoff etc.	Yes		Best/Good agriculture practices [GAP]/standards will be followed to safeguard against environmental pollution
2. Waste	Generate solid waste e.g. slaughterhouse waste	Yes		There is potential for generation of solid waste during the operation of the TFES. There will however be no slaughterhouse at the site. Good industry Waste Management measures will be applied to avoid this risk.

3. Nuisance noise, odour	Result in noise or odour impacts to nearby receivers (houses, schools, community facilities etc.)		No	There will be no noise or odour nuisance as there will be no piggery, poultry etc.
4. unhygienic conditions, public health risks			No	The site will be maintained always to good healthy standard.
5. Worker's health & safety	Require training and health and safety management for workers to allow for safe operation	Yes		OHS training First Aid training Sustainability/maintenance training
6. visual impacts			No	No negative visual impacts
7. Conflict with downstream water users?			No	No water source with downstream users in the site
8. Others				Specify

Conclusion: Based on the above screening preparation of the below ESF documents/instruments is recommended:

- ECOP (in the ESMF) (Solomon Islands & WB)  
\_\_\_\_\_
- ESIA/ESMP (Solomon Islands/WB)  
\_\_\_\_\_ ESIA/ESMP is required \_\_\_\_\_
- Full EIA incorporating ESMP (Solomon Islands)  
\_\_\_\_\_
- Waste or Wastewater Management Plan  
\_\_\_\_\_ This is also needed \_\_\_\_\_
- Land Commitment Letter (in the ESMF)  
\_\_\_\_\_ MOU/Deed of Release and Settlement \_\_\_\_\_

**Agriculture and Rural Transformation Project**

**ELIGIBILITY SCREENING FORM**

Filled in by MAL Officer (Research officer): Martin Jaiki- Director of Research

verified by Environment Consultant: Steve Sae

**Sub-project name:** TENARU SUBPROJECT

**Location of Village and Province:** TENARU, 37.5ha, GUADALCANAL PROVINCE

When a subproject is proposed, answer the questions below:

No.	Questions	Yes	No	Comments/Notes
1.	Will the subproject activities...?			
2.	Involve political activities?		No	A MAL [SIG] infrastructure project for establishing a national agriculture research and development station/centre- Refer to attached Tenaru Development Plan.
3.	Involve religious activities such as building, upgrading or maintenance of a church?		No	Does not involve religious buildings.
4.	Involve in the business of dealing with addictive materials production or processing such as tobacco, brewery, kava, betel nuts, etc., including promoting the production or consumption of these products		No	Only facilities, food security and commercial crops.

5.	Involve military, security services or police?		No	This is an agriculture related development.
6.	Acquire forest land**, or convert existing forest land to agricultural land?		No	Convert existing tertiary bush land to agricultural land  The site is the same site of the former MAL Tenaru field research station closed down in year 2000 due to the social unrest back then. This development is simply the re-establishment of the former station.  No natural forests or forest land will be converted due to the subproject investments in the existing site.
7.	Acquire land in legally protected areas such as Conservation Area, wildlife management area or National Parks?		No	This is not a legally protected area.
8.	Involve any relocation and/or demolition of any permanent houses or business?		No	Only involve relocating settlers with temporary houses i.e., bush leaf thatched house. All settlers have been compensated by MAL. Deeds of Settlement have been signed with those affected and they have since left the site.
9.	Cut down food trees, fruit trees of small island communities for timber as community contribution		No	Refer to Table 2 of the RAP, for valuation and inventory of crops and non-land assets.
10	Acquire land in Protected areas or exclusion area defined by the Environmental Act 1998 *		No	Not a protected area
11	Lead to the spreading of invasive weeds or involve alien species or any significant risks to biodiversity, animal welfare, land conversion or legally protected natural resources as justified in the IFC Good Practice Note:		No	



	Improving Animal Welfare in Livestock Operations (2014) <sup>11</sup> ?			
12	Acquire or cause irreversible changes to seasonally inundated land, e.g. swamps, mangroves forest?		No	
13	Cause damage or removal of known existing cultural heritages including sites having archeological (prehistoric), paleontological, historical, religious, cultural and unique natural value, temple, ancient graves, sacred trees, or any other objects of spiritual value to the local communities?		No	
14	Focus on large block-holder or plantations, except when they are used as a base to the delivery of extension, processing and marketing services to surrounding smallholders and benefits to smallholders can clearly be established.		No	Site to be used for agricultural research and development purposes by MAL Research and Extension Departments for dissemination of knowledge and skills to farmers
15	Involve new roads, road rehabilitation, road surfacing, or track upgrading, new irrigation system, of any kind inside natural habitats and existing or proposed protected areas?		No	The government has assigned MID to expand the existing road track (access road) to the proposed subproject site. However, MAL does not have control or influence to this track expansion.
16	Purchase of firearms; dynamites, destructive hunting, and other investments detrimental to the environment.		No	
17	Purchase of banned pesticides, insecticides, herbicides and other unbanned pesticides, unbanned insecticides and unbanned herbicides and dangerous chemicals exceeding the amount required to treat the infected area efficiently.		No	
18	Cause unsustainable exploitation of natural resources or labor and working conditions involving harmful, exploitative, involuntary or compulsory forms of labor,		No	

<sup>11</sup>Accessible

[https://www.ifc.org/wps/wcm/connect/topics\\_ext\\_content/ifc\\_external\\_corporate\\_site/sustainability-at-ifc/publications/publications\\_gpn\\_animalwelfare\\_2014](https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/publications/publications_gpn_animalwelfare_2014).

	forced labor , child labor , or significant occupational health and safety issues.			
19	use or induce the use of hazardous materials (including asbestos) or any banned chemicals.		No	
20	Require the acquisition of privately owned land including involuntary taking of land, relocation of households, loss of assets or access to assets that leads to loss of income sources or other means of livelihoods, and interference with households' use of land and livelihoods.		No	MAL [SIG] to lease the 37ha (which include the first 10ha land that will be developed for the TFES) land/site from Catholic Church [Arch diocese of Honiara] – legitimate Landowner/Title Holder. Registered/private owned land
21	Others: <i>Land owned by church and a MOU/MOA has been signed for the lease of the area</i>	Yes		<ul style="list-style-type: none"> <li>• Land owned by Catholic Church [CC]</li> <li>• There is an existing MOU between MAL [SIG] and CC providing for site developments to commence and progress while awaiting lease agreement to be signed</li> <li>• Topographic/boundary surveys completed by MLHS and valuation of lease by COL is currently in progress</li> <li>• Lease to be signed after valuation is completed and Instrument is prepared by COL – in progress</li> </ul>

Areas identified as Protected areas by the Environmental Act 1998: Declared as Conservation Areas under legislation

That have ecological or scientific importance including outer reef and lagoon islands, swamps, wetlands and mangrove which are vital to the protection of important marine resources That ground elevation exceed 400 m above sea level That landowners do not wish to log for any reason

Conclusion:

A: ALL of the answers are “No”; thus, the subproject is ELIGIBLE

B: At least one answer was “Yes”, but details in subproject proposals such as the type of investments, the locations etc. were modified to make all the answers become “No”. Therefore, the modified subproject is ELIGIBLE

C: At least one answer is “Yes”, the subproject proposal cannot be modified, the subproject is INELIGIBLE.

NEXT STEP:

The subproject is eligible, proceed to a next Step

The subproject is ineligible, remove the subproject

Prepared by:

(Name, position): MARTIN JAIKI  
Director Research, MAL

Check/verified by: Steve Sae

(Name, position): Environmental Safeguards Officer

Date: 23 May 2023

Date: 23 May 2023

Annex 14 – Legal Gap Analysis SIG & WB ESS 5

Aspect	Lands and Title Act 1988	WB ESS Framework	Gap filling measure
<b>Compensation Criteria</b>	- Excludes informal settlers without valid land documentation	- Mandates compensation for all parties losing livelihood	- Compensation will be applied to both formal and informal settlers. All APs including non-titled will be entitled to compensation for existing structures or assets within the subproject site.
	- No compensation for illegal or encroaching structures	- Compensation for both formal and informal settlers	
<b>Compensation Rates</b>	- Crops/trees compensated based on MAL rates	- Market rates or replacement cost; MAL rates as baseline	- Government Compensation Rates will be applied after valuation conducted.
<b>Livelihood Restoration</b>	- No provision for lost income/livelihoods	- Restoration to pre-project conditions	- Restore livelihood to pre-project conditions by providing compensation
<b>Preparation Requirements</b>	- No specific plan preparation required	- Detailed plan for entitlements, restoration, etc.	- The assessment and planning will be based on level of significance of expected subproject impacts
<b>Consultation and Participation</b>	- Consultation processes outlined	- Meaningful consultations, especially with vulnerable groups	- The RAP includes meaningful consultation with both AP as well as their community elders, chiefs and other relevant stakeholders to ensure comprehensive and credible engagement of the community
<b>Grievance Redress</b>	- Appeal mechanisms provided	- Project-specific grievance redress mechanisms	- The RAP includes specific mechanism to address grievances, should they arise by AP
<b>Alternative Land Provision</b>	- Allows alternative land provision for compulsory acquisition	- Assistance and integration for displaced persons	- The plan will include reference to the AP homes and discuss why alternative land provision is not required
<b>Monitoring and Evaluation</b>	- No proper framework for monitoring	- Monitoring measures with quarterly reports	- The RAP prepared an approach to track and

Aspect	Lands and Title Act 1988	WB ESS Framework	Gap filling measure
			monitor the implementation and progress of its provisions

Annex 15- Detailed Valuation of crops and non-land assets and related compensation values

#	Name of crop/property owner	Type and description of crop or Property	Quantity	Crop age & bearing Status	Compensation Rate	Compensation Value [SBD]
1		Coconut	36	5-9yrs	112.50	4,050.00
		Sago palm	31	4yrs	50.00	1,550.00
		Sago palm	467	8yrs	50.00	23,350.00
		Taro	661	4 month	5.00	3,305.00
		Banana	212	1yr	10.00	2,120.00
		Cassava-	95	1yr	10.00	950.00
		Slippery Cabbage	239	6 month	4.00	956.00
		Manderine	8	1yr	7.50	60.00
		Beetle Nut	35	2yr – 4yr	22.50	787.50
						<b>37,128.50</b>
		Local house, 2 bedroom, thatched roof	1		10,000.00	10,000.00
		Kitchen, thatched	1		1,000.00	1,000.00
		Slippery Cabbage	166	2 month	4.00	664.00
		Cassava mount	8	3 month	10.00	80.00
		Peanut mount	35	2 months	5.00	175.00
		Banana bottom	80	6 months	10.00	800.00
		Egg Plant	247	2 months	10.00	2,470.00
		Madarin	7	1 year	7.50	52.50
		Taro	8	2 months	2.50	20.00
		Mamafua	100	2 year	25.00	2,500.00
		Borneo Cabbage	200	2 year	50.00	10,000.00
		Betel nut	40	3 year	30.00	1,200.00
		Pineapple	14	1 year	5.00	70.00
		Cut nut	3	2 year	50.00	150.00
						<b>29,181.50</b>
		Cocoa	23	3year	50.00	1,150.00
		Betel nut	462	2yr-5yr	30.00	13,860.00
		Sago palm	57	4yr	50.00	2,850.00
		Coconut	61	2yr-5yr	112.50	6,862.50
		Cut Nut	43	1yr	12.50	537.50
		Akwa	5	5yr	25.00	125.00
		Vasa	5	5yr	25.00	125.00
		Mamafua	18	1yr	25.00	450.00
		Banana bottom	63	2yr	10.00	630.00
		Banana bottom	22	3year	10.00	220.00
		Beetle Nut	116	3year	30.00	3,480.00

						<b>30,290.00</b>
4		Bamboo bottoms	22	2year	10.00	220.00
		Nali nut	2	2year	37.50	75.00
		Coconut	3	2year	25.00	75.00
		Akwa tree	9	2year	12.50	112.50
		Mango	1	1year	12.50	12.50
		Betel nut	116	3years	30.00	3,480.00
		Banana	30	5 yrs	10.00	300.00
		Mamafua	10	5yrs	50.00	500.00
		Sago palm	11	8yrs	50.00	550.00
		Sago palm	3	4yrs	50.00	150.00
						<b>5,475.00</b>
5		Garden Pumpkin	1	Young & bearing	300.00	300.00
		Banana bottom	56	2yrs	10.00	560.00
						<b>860.00</b>
6						
		Kitchen House	1	new	1,000.00	1,000.00
		Residential House [thatched roof]	1	new	10,000.00	10,000.00
		Betel nut	3	3year	30.00	90.00
		Cocoa	2	3 years	50.00	100.00
		Long Taro (Edu)	29	2 years	10.00	290.00
		Banana bottom	47	1 yr	10.00	470.00
		Mamavua	12	3 year	50.00	600.00
		Cassava Mount	30	3 year	10.00	300.00
		Coconut	7	3month	38.50	269.50
		Guava	3	3 year	30.00	90.00
		Sowsop	3	3year	25.00	75.00
		Cut nut	1	3year	37.50	37.50
		Local toacco	300	3 year	10.00	3,000.00
		Corn	200	2 month	2.50	500.00
		Sago Palm	24	3Year	50.00	1,200.00
		Cut Nut	20	2year	50.00	1,000.00
		Mamavua	28	4year	50.00	1,400.00
		Cocoa	15	2 year	37.50	562.50
		Banana	110	4year	10.00	1,100.00
						<b>22,084.50</b>
7		Betel Nut	23	3 year	30.00	690.00
		Vasa	2	4 year	12.50	25.00
		Nali nut	13	3 year	50.00	650.00
		Akwa	5	2 year	12.50	62.50



		Sowsop	3	3year	25.00	75.00
		Carambola	6	3 year	50.00	300.00
		Guava	7	3 year	30.00	210.00
		Long Taro (Edu)	1	6month	10.00	10.00
		Pineapple	2	6 month	10.00	20.00
		Small garden house	1		200.00	200.00
		Cocoa	36	4-5 year	50.00	1,800.00
		Banana	5	4 year	10.00	50.00
						<b>4,092.50</b>
8		Coconut	4	3year	112.50	450.00
		Sago Palm	10	3year	38.50	385.00
		Cocoa	36	4 yrs	50.00	1,800.00
		Bread Fruit	3	7year	50.00	150.00
		Banana	5	4yrs	10.00	50.00
						<b>2,835.00</b>
9		Cassava mound	24	1yr	10.00	240.00
		Banana bottoms	20	1yr	10.00	200.00
		Pana mounds	40	1yr	10.00	400.00
		Mamafua	45	2yrs	25.00	1,125.00
		Betel Nut	9	2yrs	30.00	270.00
						<b>2,235.00</b>
<b>Access road route Date of Assessment: 4 November 2022</b>						
10		Banana	1	Non bearing	5.00	5.00
			68	Bearing	10.00	680.00
		Sand Paper Kabis (Amau) Ficus copiosa	3	Mature	15.00	45.00
		Tobacco [local]	2	Mature	10.00	20.00
		Sago Palm	1	Mature	50.00	50.00
		Cocoa	48	Mature	50.00	2,400.00
						<b>3,200.00</b>
11		Cassava	37	Mature, bearing	10.00	<b>370.00</b>
12		Coconut	4	Mature, bearing	150.00	600.00
		Cocoa	24	Mature, bearing	50.00	1,200.00
						<b>1,800.00</b>

## Annex 16- Social Characteristics of Tenaru and surrounding areas

The approach to understand the realities of communities surrounding the MAL land in Tenaru included review of existing secondary data and conversations with APs

- 2009 national census data report
- 2019 national census data (when available online)
- 2020 baseline data on Malango ward conducted by Tina River Hydropower Project (ADB / WB funded project) (hereinafter, “2020 socio-economic baseline survey”).<sup>12</sup> This was a random sampled survey of 245 household in the Malango ward, conducted for the purpose of creating an environmental and social management plan for the an ADB project<sup>13</sup> included “residential households for all persons in the 2015 Malango Tribal Register, aged 20 to 90 years, and registered as resident in the study area (i.e., 1,850 persons), plus all the households in the settler villages in the area who are concentrated in Verakabikabi and Areatakiki villages (i.e., 180 persons).”
- Information collected on the APs through the consolations and valuation survey.

### **Local population and demographics**

The subproject site is situated in Guadalcanal Province, in the Malango Ward number 20. The Malango Ward has 562.9km<sup>2</sup> area with population density of 43.79/km<sup>2</sup>. The population stands on 24,649 according to the 2019 national census data.<sup>14</sup> The survey done in 2021 indicates family average size of 5.6 people, with majority of people being children and young adults.

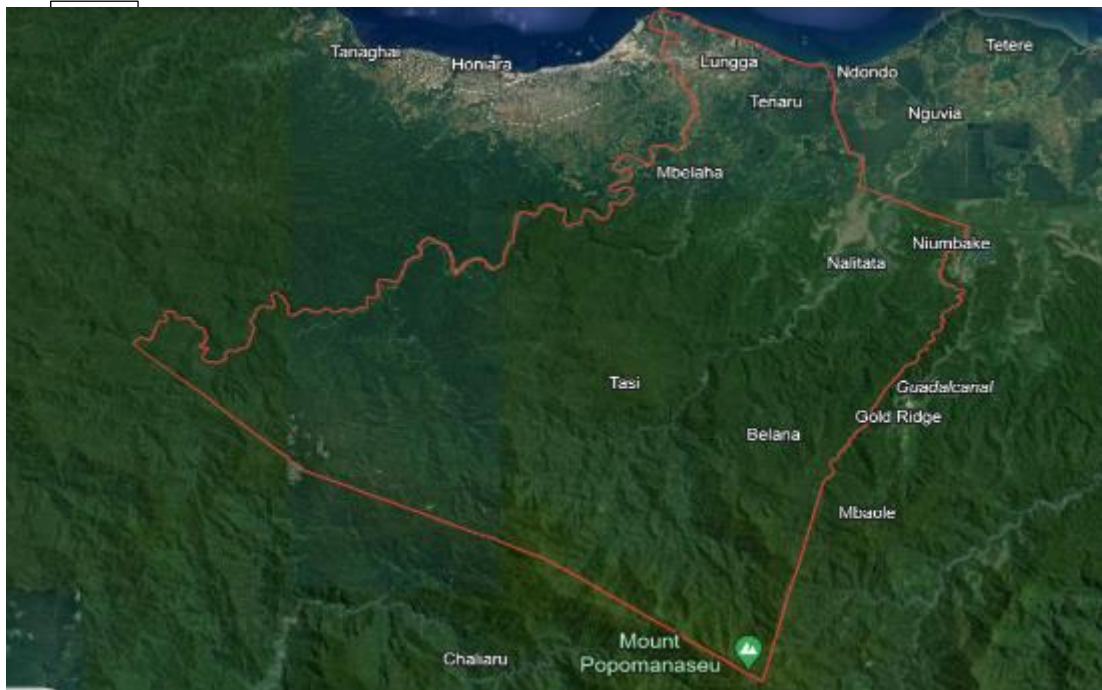
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<sup>12</sup> ADB officially disclosed documents <https://www.adb.org/projects/50240-001/main>

<sup>13</sup> Environmental and Social Management Plan for Solomon Islands: Tina River Hydropower Project 2023 chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.adb.org/sites/default/files/project-documents/50240/50240-001-emp-en\_14.pdf

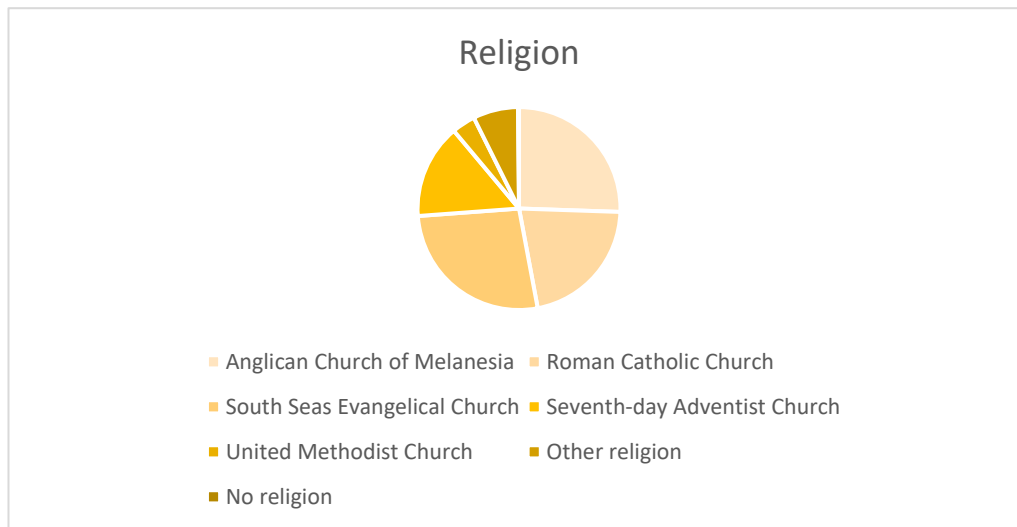
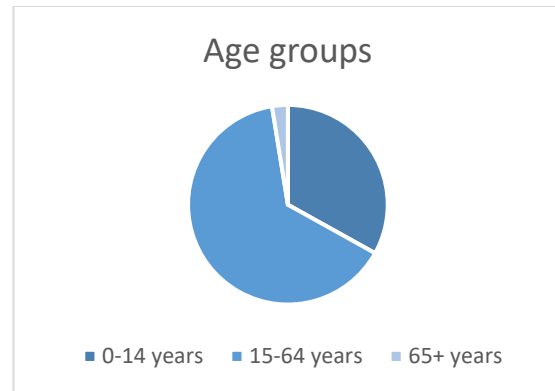
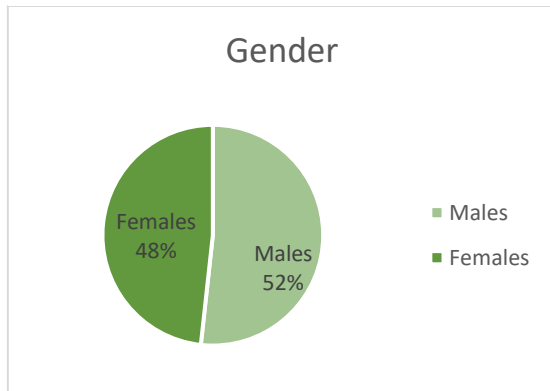
<sup>14</sup> Census 2019 [https://www.citypopulation.de/en/solomon/admin/guadalcanal/0620\\_malango/](https://www.citypopulation.de/en/solomon/admin/guadalcanal/0620_malango/)

## Malango ward 20



Within the Malango Ward, the subproject site is located in relative proximity to St. Josephs National Secondary School and few additional communities. There are 12,752 males in Malango Ward compared to 11,897 females. The majority of the population is aged between 15-64. Finally, the religion spread is significant, but three main churches seem to attract most of the population – the Anglican Church of Melanesia, the Roman Catholic Church and the South Seas Evangelical Church. The most spoken language is Teha, the language of Malango Ward, while only a minority of the population speak pigin as their primary language at home. Tolu is also common among those who stay closer to the weather coast.

Demographic of Malango Ward number 20



**Health**

In terms of access to health, the national referral hospital is placed in Honiara. Otherwise, there are also Malango Ward communities are attending one of these two clinics:

- Rural Health Centre in the Malatoha area in the village of Chichinge
- Belaha Clinic

Additional clinics some people go to are: Verakabikabi, Good Samaritan Hospital, Mataniko, and other clinics in Honiara area.

In terms of community health, findings from the 2020 socio-economic baseline survey revealed that a significant portion of households (36%) faced moderate to severe challenges with malaria within the past year, while 23% reported other illnesses or diseases. The survey also showed that the majority (66%) sought medical assistance from a nurse aide post or health clinic, with 30% resorting to traditional remedies and 22% consulting a town doctor when necessary. Additionally, 14% indicated they would opt

for treatment at a public hospital, while approximately 11% relied on prayer, and a small fraction (4%) sought help from a knowledgeable local individual.

### **Education**

The findings from the 2020 socio-economic survey indicate that slightly more than one-third had finished primary school but hadn't completed secondary education, while 41% had completed secondary school. 79 participants (9.1%) reported having no formal education, with the majority of them unable to read or write. The survey also revealed a common occurrence of youth dropping out of school, with 71 individuals between the ages of 15 and 25 recorded as not advancing beyond primary education. Lack of access to educational facilities is acknowledged as the key factor contributing to school dropout rates in rural areas inside the ward.

### **Communication**

The Malango ward is largely serviced by B-mobile and Our Telekom networks.

### **Employment**

Most households in the area close to MAL land get money from marketing produce from their gardens. Smaller minority are teachers from St. Joseph's Tenaru secondary school and other civil servants or private employees. In other areas of the Malango Ward, specifically in Baleha area, few families also make a living from logging activities and tourism.

### **Access to transportation**

The vast majority (92%) of respondents surveyed in the 2020 socio-economic baseline survey depend on public transportation to reach facilities and markets. This includes public minibuses (72%) and trucks (utilized by 15%), which facilitate the transportation of produce and goods to and from Honiara markets.

### **Access to Markets**

Communities in Malango Ward can reach Honiara central market by public transport. Additionally, they also have closer market places, such as corona market close to Henderson, Lungga market and smaller local markets

### **Gender**

Gender issues exist similar to other areas of the country. Women generally are less educated than man and experience disadvantage when it comes to decision making power where their interests and role are often marginalized. The most vulnerable women are those with low-income or in low-income households and those who are single mothers. Other issues arise from excessive drinking behavior mostly among men, violence.

### **Climate change**

Climate change will increase the magnitude of future rainfall, temperature and atmospheric conditions. Annual and seasonal rainfall and temperature are projected to increase over the course of the 21st century. The changing climate will increase the average intensity of Tropical Cyclones, and the very likely increase in the rainfall they bring, will lead to severe flooding on the entire catchment of both the Tenaru river and the Lunga river and the Tenaru flood plain.

### **Household and standard of living**

The majority of the population in the area rely on farming for their livelihood. There is also a portion of civil servants, mostly teacher and medical workers. Minority of families make a living by working in private enterprise or tourism.

### **Water & Energy**

Population in Malango Ward rely heavily on rivers and streams for water, while only small portion have their own water tanks. There are also some existing community shared pipes and standpipes. Nevertheless, the immediate communities surrounding the Tenaru MAL land have access to water tanks, except for settler communities. 50% of households surveyed in the socio-economic survey 2020 reported Pit latrines to be the primary sanitation practice. Households rely mostly on firewood for cooking while gas is growing in use in the communities. Solomon power is servicing the ward but not all households are connected.

### **Social organization & leadership**

The subproject area is organized in tribes, with leadership of Chiefs and elders. The APs found inside the 10ha are members of the *Lunga-Mamata Gaubata* tribe. In the Malango Ward, there is a leadership forum called Malango House of Chiefs, where all the tribal chiefs of communities and villages in the Ward gather together to discuss and decide on matters related to the Ward.