
Appendix A.1: Concession Agreement - Schedule 4: Part 1 - Social Component (other than Downstream Areas) & Part 4 - Social Component, Downstream Areas

Schedule 4 Part 1: Social Component (other than for Downstream Areas)

1 Definitions and interpretation

1.1 Concession Agreement definitions to apply

Words and expressions defined in the Concession Agreement shall have the same meaning in this Part, including:

Baseline Study, Business Day, Commercial Operations Date, Community Forestry Area, Company, Construction Area, Concession Period, Construction Phase, Construction Works, Consultation and Dispute Procedures, Contractor, CPI, Dam, Development Costs, Dispute, Dollar, Downstream Areas, Downstream Channel, EDL, environment, environmental, Environmental and Social Objectives, Environmental and Social Plans, Escalation Formula, Financial Close, GOL, GOL Project Completion Date, GOL Works, Good Operating Practices, Government Authority, Head Construction Contractor, Lao PDR, Lao PDR Court, Lao PDR Kip, Lao PDR Law, Lao Preference Requirements, MW, Nam Kathang River, Nam Theun River, Nominated Representative, NT2 WMPA, Operating Phase, Overrun Allowance, Panel of Experts, Power Station, Project, Project Impacts, Project Land, Reservoir, Reservoir Area, Resettlement Area, Social Development Plan, Sponsors, Transmission System, USD, UXOs, World Bank and Xe Bang Fai River.

1.2 Definitions

Subject to clause 1.1 and unless the contrary intention appears, the following words have the following meanings when used in this Part:

Average Rural Income Per Person means the Lao PDR Kip indicator per person of this title calculated by the National Statistics Centre from time to time.

Claimant has the meaning given to that term in clause 14.4(a).

Concession Agreement means the concession agreement made between the Government of the Lao People's Democratic Republic and the Company of which this Schedule 4 forms part.

Decision on the Appointment of the RC means the Decision on the Appointment of the Nam Theun 2 Project Resettlement Committee No. 64/PMO dated 4 November 1998.

Detailed Village Plans has the meaning given to that term in clause 7.6.1.

District Resettlement Working Groups or **DRWGs** have the meanings given to those terms in clause 4.4.

Forest Management Plan means the forest management plan for the Nakai Plateau referred to in clause 9.6.

GOL Resettlement Assets means those assets referred to as GOL Resettlement Assets in Schedule 2 to the Concession Agreement.

Grievance Committee has the meaning given to that term in clause 14.5(a).

Grievance Procedure means the procedure set out in clause 14.

Household Income Target means the yearly target for the income of Resettler households, including income in cash and in kind, to be reached at the beginning of year 5 of the Resettlement Implementation Period, being for each Resettler household in the Resettlement Area, the greater of:

- (a) the then current National Rural Poverty Line, multiplied by the number of persons in the household; and
- (b) Lao PDR Kip 1,420,800 per person, multiplied by the number of persons in the household (this being the equivalent to USD 800 per average household in June 2002, using the exchange rate of Lao PDR Kip 9,800 = USD 1 and average household size being 5.518 persons).

Lao Women's Union or **LWU** means the GOL mass organisation of that name.

Limited by Cost, for the budget classification of an obligation appearing in this Part, means that such an obligation is of the type referred to in clause 30.7(a)(i) of the Concession Agreement as being "limited by cost" so that the financial liability of the Company, when performing that activity itself or when funding the GOL if the GOL elects to perform that activity, shall be limited to the indicated budget amount.

Limited by Scope, for the budget classification of an obligation appearing in this Part, means that such an obligation is of the type referred to in clause 30.7(a)(ii) of the Concession Agreement for which the estimate or budget is for internal Company budgeting purposes only and that the physical quantities and quality levels of infrastructure and equipment as contemplated under this Schedule are based on the actual number of families to be resettled.

National Rural Poverty Line means the Lao PDR Kip indicator per person of this title, as calculated by the National Statistics Centre from time to time.

National Statistics Centre means the National Statistics Centre of the Lao PDR.

NPVFA means the Nakai Plateau Village Forestry Association referred to in clause 9.7.

NT2 Resettlement Policy means the English translation of the NT2 Resettlement Policy attached as Attachment A hereto.

Project Affected Persons means the Resettlers and persons residing on or in the vicinity of Project Lands, who on account of the execution of the Project, had or would have their: (i) standard of living adversely affected; or (ii) right, title, or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

Project Lands has the meaning given to that term in the Concession Agreement.

Regulating Dam means the regulating dam which comprises part of the Project as referred to in Schedule 23 of the Concession Agreement.

Regulating Pond means the regulating pond which comprises part of the Project as referred to in Schedule 23 of the Concession Agreement.

Resettlement Committee or **RC** means the resettlement committee of the GOL for the Project, established by the Decision on the Appointment of the RC, and as reconstituted by the GOL from time to time.

Resettlement Implementation Period has the meaning given to that term in clause 2.1(c).

Resettlement Management Unit or **RMU** has the meaning given to that term in clause 4.3.

Resettlement Objectives has the meaning given to that term in clause 3.1.

Resettlement Office of the Company or **RO** has the meaning given to that term in clause 4.6.

Resettlement Planning Period has the meaning given to that term in clause 2.1(b).

Resettlement Pre Financial Close Period has the meaning given to that term in clause 2.1(a).

Resettlement Process means the planning and implementation of entitlements and measures to mitigate and/or compensate the Project Impacts, including but not limited to compensation, relocation and rehabilitation of Project Affected Persons as described in this Part.

Resettlement Process Period means the period of the Resettlement Process comprising the Resettlement Pre Financial Close Period, the Resettlement Planning Period and the Resettlement Implementation Period, as the same may be extended in accordance with clause 2.4(a).

Resettlement Provisions has the meaning given to that term in clause 3.2.

Resettlement Regulations means the regulations to be issued by the RC under the NT2 Resettlement Policy.

Resettlement Works means the preparation, planning and implementation of resettlement activities to be carried out by the parties as defined in clauses 7 to 12.

Resettlers means those persons residing on the Nakai Plateau who are referred to in clause 3.2(a) and who on account of the execution of the Project are required to relocate their homes as a result of the Project or otherwise fall within the categories of persons affected by the Project in clause 15.1.

Social and Environmental Remediation Fund has the meaning given to that term in clause 16.4.

Village Development Plans has the meaning given to that term in clause 7.2.1.

Village Income Target means the yearly target for the income of Resettler villages, including income in cash and in kind, to be reached at the end of the Resettlement Implementation Period, being for each village in the Resettlement Area, the greater of:

- (a) the then current Average Rural Income Per Person, multiplied by the number of persons in the village; and
- (b) Lao PDR Kip 2,131,200 per person, multiplied by the number of persons in the village (this being the equivalent of USD 1200 per average household in June 2002, using the exchange rate of Lao PDR Kip 9,800 = USD 1 and the average household size being 5.518 persons).

Village Resettlement Committees or **VRCs** have the meanings given to those terms in clause 4.5.

1.3 Interpretation

- (a) In this Part:
 - (i) references to clauses are to the clauses of this Part unless they are specified to be clauses of the Concession Agreement or of another Part or

Schedule of the Concession Agreement;

- (ii) references to this Part are to this Part 1 of Schedule 4 of the Concession Agreement unless they are specified to be some other Part or Schedule, including this Schedule 4, to the Concession Agreement;
 - (iii) the Attachments to this Part in all respects form part of this Part and any obligation or right of a party set out in an Attachment hereto is in all respects an obligation or right of that party under this Part;
 - (iv) if a provision of this Part is inconsistent with any provision of the Concession Agreement, the provision in the Concession Agreement shall prevail;
 - (v) if a provision of this Part is inconsistent with the NT2 Resettlement Policy, the provision in this Part shall prevail (unless the NT2 Resettlement Policy provides for a higher standard, in which case the NT2 Resettlement Policy shall prevail); and
 - (vi) subject to the preceding paragraphs in this clause 1.3, clause 48.2 of the Concession Agreement applies to the interpretation of this Part.
- (b) This Part 1 in all respects forms part of the Concession Agreement and any obligation or right of a party set out in this Part is in all respects an obligation or right of that party under the Concession Agreement.
- (c) Clause 30.4(b) of the Concession Agreement addresses the requirements of the parties as to the interpretation of the Environmental and Social Objectives and the extent to which regard may be had to the findings, reports and recommendations of the Environmental and Social Plans.

2 Duration of the Resettlement Process

2.1 The Resettlement Process shall comprise the following three stages:

- (a) the period (the “**Resettlement Pre Financial Close Period**”), being the period prior to the occurrence of Financial Close for the Resettlement Process, which commenced in the year 1994 and will end on the occurrence of Financial Close;
- (b) the period (the “**Resettlement Planning Period**”), being the period for planning the Resettlement Process, during which time mainly planning activities as described in clauses 7, 9, 11 and 13 will be performed; and
- (c) the period (the “**Resettlement Implementation Period**”), being the period from commencement of implementation of the Resettlement Process, and ending when the RC is satisfied, on advice from the Panel of Experts, that the Resettlement Objectives and Resettlement Provisions have been achieved. During the Resettlement Implementation Period mainly implementation activities, as defined in clauses 8, 10, 12 and 13 will be performed as well as all of the remaining planning activities not previously performed or completed during the Resettlement Planning Period as provided in paragraph (b),

and the parties recognise that there will be overlap, to some extent, between the Resettlement Planning Period and the Resettlement Implementation Period.

Detailed information in respect of the Resettlement Process is set out in clauses 7 to 12.

2.2 Without limiting the provisions of clause 2.1(c), the parties intend that the Resettlement Implementation Period will be approximately nine (9) years in duration.

- 2.3** Without limiting the role of the Panel of Experts in reviewing the resettlement component of the Environmental and Social Objectives as contemplated under clause 30 of the Concession Agreement, the parties agree that at least six (6) months before the expiry of the intended Resettlement Implementation Period, the GOL shall engage the Panel of Experts at the Company's cost, and in accordance with clause 30 of the Concession Agreement, to:
- (a) review the activities performed during the Resettlement Implementation Period; and
 - (b) analyse whether the Resettlement Objectives and Resettlement Provisions have been achieved in accordance with this Part.
- 2.4** If the Company is unable to demonstrate to the Panel of Experts that the Resettlement Objectives and Resettlement Provisions have been achieved in accordance with this Part, the GOL may require that:
- (a) the Resettlement Implementation Period be extended for such period as is recommended by the Panel of Experts; and
 - (b) recommendations of the Panel of Experts designed to achieve the Resettlement Objectives and Resettlement Provisions in accordance with this Part be implemented at the Company's cost.

3 General obligations of the parties

3.1 Parties to comply with and implement the NT2 Resettlement Policy and to further the Resettlement Objectives

The parties agree to take steps to reach the Resettlement Objectives in the course of implementing the Resettlement Process, those objectives being to:

- (a) ensure that all Project Affected Persons promptly receive their entitlements under clause 15;
- (b) ensure that Resettlers have their income earning capacity enhanced and achieve the Household Income Target, with adequate support being provided by the parties during the Resettlement Implementation Period;
- (c) materially improve Resettler livelihoods on a sustainable basis;
- (d) restore livelihoods of Project Affected Persons (other than Resettlers who are covered by paragraph (c)) on a sustainable basis;
- (e) have the Project Affected Persons participate in the consultation, planning and design process of their new settlement and production areas;
- (f) apply special measures as required towards ethnic minorities and vulnerable persons to take care of their needs and foster self-reliance and to improve their socio-economic status;
- (g) provide for the construction of infrastructure in the Resettlement Area in accordance with the standards set out in this Part for the best interests of the local population and the population in and around the Resettlement Area;
- (h) make replacement land available to all those interested with cash compensation only to be considered for those with specific plans to permanently move out of the district;
- (i) conceive and execute resettlement and rehabilitation plans as specific

- development plans; and
- (j) comply with the NT2 Resettlement Policy.

3.2 Parties to comply with and to implement the Resettlement Provisions

The parties agree to comply with and implement the following provisions (“**Resettlement Provisions**”) namely that:

- (a) those persons eligible for Resettlers’ entitlements under the Resettlement Process are:
 - (i) households included in the August 2003 census carried out by Nakai District administration (with support from the RMU and the RO) and the natural growth of those households (including children in registered households who may have formed new families after the initial registration process but excluding the relatives of a spouse who previously resided outside the area);
 - (ii) the approximately 51 households in Phonphanpaek who relocated at the request of BPKP (and their natural descendants), who shall be eligible for the full package of entitlements; and
 - (iii) persons subsequently accepted for inclusion in the Resettlement Process, by the Grievance Committee under the Grievance Procedure,
and excluding:
 - (iv) people, other than government employees, who move into the affected area and buy property that has already been registered as affected property; and
 - (v) people who move out of the affected area before the Resettlement Implementation Period commences.
- (b) those persons eligible for Project Land entitlements under the Resettlement Process are specified in clause 15.2;
- (c) the Company is responsible for:
 - (i) providing funding for the implementation of the Resettlement Process consistent with the quantity and quality of the entitlements and measures set out in this Part;
 - (ii) providing prompt and adequate compensation to the Resettlers and the other Project Affected Persons in accordance with the NT2 Resettlement Policy and this Part, with such compensation being based on the principle of actual full replacement or provision of equivalent assets or provision of alternative livelihood; and
 - (iii) providing for any other costs and implementing such other measures as are associated with mitigating the social effects of the Project on any Project Affected Persons, in accordance with this Part.
- (d) resettlement must be avoided or minimised where feasible;
- (e) participation, cooperation, opinion, and advice from Project Affected Persons is essential to the Resettlement Process and will be sought;
- (f) assistance from international experts is also essential to the Resettlement Process and such experts will be engaged;
- (g) the social and cultural cohesion of villages will be protected and resettlement sites

will be as near as possible to the previous villages of the Resettlers;

- (h) traditional organisational structures, religious beliefs and resource use will be recognised and respected;
- (i) appropriate consultation and participation methods are to be used, utilising local knowledge in developing production systems that suit the Resettlers' needs and environment and which results in a self-sustained livelihood;
- (j) the Resettlement Process will be transparent;
- (k) the provisions as stated in Articles 4 and 5 of the NT2 Resettlement Policy; and
- (l) special consideration will be given to gender issues, vulnerable households and ethnic minorities during detailed planning, design and implementation of the social plans.

3.3 The sharing of responsibilities between the GOL and the Company for achieving these Resettlement Objectives and complying with these Resettlement Provisions is set out in this Part and in particular in clauses 7 to 13.

3.4 The parties agree to use their best endeavours to facilitate:

- (a) the Resettler villages reaching their respective Village Income Targets. In the event that the Panel of Experts considers it necessary to extend the Resettlement Implementation Period to achieve this target, the GOL will fund any shortfall for additional activities which will contribute to the Resettler villages reaching their respective Village Income Targets from its revenues from the Project;
- (b) Project Affected Persons in the Project Lands having their livelihoods restored on a sustainable basis as soon as possible and in any case no later than:
 - (i) five (5) years after a Project Affected Person's livelihood has been impacted, for those persons for whom restoration of their livelihood will depend on irrigation from Project facilities downstream of the Power Station; and
 - (ii) eighteen (18) months for all other Project Affected Persons impacted by Project Lands.

4. Institutional Responsibilities for resettlement

4.1 Overview of institutional responsibilities

The GOL, through the Resettlement Committee and the Company shall have joint overall responsibility for guiding and overseeing the Resettlement Process. For avoidance of doubt, this responsibility of the Resettlement Committee shall not conflict with the Company's responsibility for management and implementation as defined in clause 4.6 of this Schedule.

The GOL, through the RMU, and the Company, through its Resettlement Office, shall be responsible to guide, implement and monitor the Resettlement Process to achieve its objectives and outcomes as defined in clauses 3.1 and 3.4 of this Part, and to implement the activities outlined in clauses 7 to 13.

4.2 GOL Resettlement Committee

- (a) The responsibilities of the GOL, through the Resettlement Committee, for guiding and overseeing the Resettlement Process include the following:
- (i) formulating policies relating to the Resettlement Process and preparing and issuing the Resettlement Regulations and internal rules which shall apply to the parties involved in implementation of the Resettlement Process;
 - (ii) preparing, or advising the RMU and RO in their joint preparation, of plans and policies relating to the Resettlement Process in order to ensure the achievement of the Resettlement Objectives;
 - (iii) coordinating with the Nominated Representative of the GOL in relation to the Resettlement Process;
 - (iv) coordinating and liaising with the Company;
 - (v) allocating roles and responsibilities for relevant agencies involved in the Resettlement Process, including the RMU, the District Resettlement Working Groups and the Village Resettlement Committees;
 - (vi) monitoring and overseeing the implementation of the obligations of both the GOL and the Company with respect to the Resettlement Process, including by reviewing and providing no-objections or approvals (as RC considers appropriate) to the resettlement plans to be carried out by RMU, RO and other implementing Government Authorities and other agencies engaged by the GOL and the Company;
 - (vii) appointing an independent monitoring agency of international standing to perform the functions specified in clause 5.5;
 - (viii) facilitating transparency and accountability of management and activities undertaken under the RC's supervision;
 - (ix) liaising with external organisations on resettlement issues relating to the Project;
 - (x) resolving issues arising among various Government Authorities and the Company relating to the Resettlement Process, including disputes which may arise between the RMU and the RO provided that if a party is not satisfied with the decision of the RC then that party may within fourteen

- (14) days of that decision being notified to it, by notice to the other party, require that the matter be treated as a Dispute and that it be resolved in accordance with the Consultation and Dispute Procedures, but if that party does not so give that notice, the decision of the RC shall be complied with;
- (xi) supervising distribution of entitlements to Project Affected Persons in accordance with this Part (and as otherwise provided for under the Grievance Procedure) and ensuring that the views of Project Affected Persons are heard and incorporated into Project design as appropriate;
 - (xii) approving annual budgets with the participation of the Company for resettlement based on the funds provided by the Company in compliance with the work plans and policies mentioned above;
 - (xiii) approving guidelines for allocation of the budget in an efficient and transparent manner;
 - (xiv) overseeing the RMU in its Reservoir management function; and
 - (xv) undertaking such other tasks consistent with the Resettlement Objectives as are determined by the Resettlement Committee from time to time.
- (b) The RC has the right to review and approve all Resettlement Works as part of a quarterly, six monthly, annual or ad hoc plan prepared by the RMU or the Company in accordance with paragraph (c) before they are undertaken;
- (c) Each plan submitted by the RMU and the Company as contemplated in paragraph (b) will detail, for the RC's consideration:
- (i) the Resettlement Works already completed and the Resettlement Works to be carried out during the period of that plan with reference to and in accordance with the scope of works defined in clauses 7 to 12;
 - (ii) the corresponding budget for the period of that plan in accordance with the amounts specified in clauses 7 to 12; and
 - (iii) in the case of the RMU, the necessary funding for the activities of the RC, the RMU, the DRWGs, the VRCs and the other Government Authorities, as part of the budget item (F) in clause 16.6(c) and detailing in particular:
 - (A) all costs associated with the implementation of approved Resettlement Works including salaries/wages for staff engaged by RMU (those salaries/wages being as set by the Resettlement Committee);
 - (B) the per diem allowances (to cover meeting fees, accommodation, travelling costs and daily expenses as appropriate) for days or part days worked on matters related to the Resettlement Works:
 - (aa) for members of the RC and other persons covered by Schedule 22, as calculated in accordance with the rates set out in that schedule;
 - (ab) for members and staff of the RMU, the DRWGs and VRCs and other Government Authorities with responsibility for implementing the Resettlement Works whose positions are not covered by Schedule 22, as calculated in accordance with the per diems set by the Resettlement Committee;

- (C) the facilities for the RC, the RMU, the DRWGs and VRCs and other Government Authorities with responsibility for implementing the Resettlement Works, including vehicles, office and communication facilities, office supplies for the RMU and DRWGs;
- (d) In the event that the GOL, through the RC, forms a view that the Company or the RO, the RMU, a Village Resettlement Committee, a District Resettlement Working Group or other implementing agency is failing, or has failed, to implement an obligation it has under this Part then the RC may require remedial action to be taken in accordance with the Concession Agreement to ensure that the relevant obligation is implemented to its reasonable satisfaction.

4.3 GOL Resettlement Management Unit

- (a) The GOL, through its Resettlement Management Unit (the “**RMU**”), shall be responsible for:
 - (i) coordinating the planning and implementation of the Resettlement Process jointly with the RO;
 - (ii) jointly with the RO, the day to day management of the Resettlement Process in accordance with the general policies and specific directions of the Resettlement Committee;
 - (iii) organising, coordinating and facilitating Government Authorities to participate in resettlement planning including in the carrying out of socio-economic surveys of Project Affected Persons, consulting with affected villages, investigating potential resources and developing livelihood scenarios and identifying and assisting vulnerable families;
 - (iv) carrying out public consultations throughout the Resettlement Process, jointly with the RO, to help identify needs and solutions to potential problems and generally keeping Project Affected Persons informed about the Resettlement Process;
 - (v) managing the designated GOL implementation budget for the Resettlement Process;
 - (vi) obtaining and allocating operational budgets to District Resettlement Working Groups, and through them, to Project Affected Persons or to other agencies (public or private) directly involved in implementation of the Resettlement Process;
 - (vii) providing guidance and training from various institutions for Government Authorities involved in the Resettlement Process;
 - (viii) organising and facilitating, with assistance from the RO, the participation of Resettlers, through village facilitation teams, and assisting in new skills training of Resettlers;
 - (ix) monitoring the implementation by each party of its obligations for the Resettlement Process (including the physical progress of all resettlement components in each district) and ensuring the program is completed within the agreed time schedule;
 - (x) together with the District Resettlement Working Groups, coordinating civil works with the RO, organising technical training from various institutions for Project Affected Persons, organising the Project Affected

Persons to develop their allocated land, and arranging the logistics for the physical move;

- (xi) facilitating the relocation of the Resettlers, with support from the RO;
- (xii) organising Resettlers to carry out designated activities under the Resettlement Process;
- (xiii) ensuring that the LWU is able to facilitate the Resettlement Process in particular by addressing women in development issues and initiating income generating activities targeted to women;
- (xiv) ensuring that the Lao National Front is able to participate in the Resettlement Process and to address ethnic minority issues;
- (xv) participating in the Grievance Procedure as required;
- (xvi) coordinating management of the Reservoir, including the provision of licences for Reservoir access and use and the Reservoir fisheries program, with the objective of ensuring:
 - (A) the balanced development and management of the Reservoir and its resources, with a view to ensuring that activities of the Resettlers are secured; and
 - (B) that various stakeholders and users of the Reservoir including the Company, Resettlers, the NT2 WMPA and NT2 Watershed Area residents and tourism authorities are coordinated in their activities and that information is shared as appropriate,

but without limiting the Company's rights to the Reservoir (including its Water Rights as provided for in the Concession Agreement); and

- (xvii) undertaking such other activities as the RC may determine from time to time.
- (b) The RMU shall report to the RC and seek assistance from the RC, as required, to ensure the implementation of each party's obligations.
- (c) Without limiting paragraph (b), the RMU shall obtain the RC's approval or no-objection for all resettlement planning and budgeting activities and procurement proposals for resettlement activities before proceeding with their implementation.
- (d) The RMU shall engage civil society and Lao mass organisations from time to time to assist in the implementation of the Resettlement Process.
- (e) The RMU shall, in coordination with the RO, and on a six (6) monthly basis, prepare reports to be forwarded to the RC, STEA, the Company, the Panel of Experts, the IAG and other institutions involved with the implementation and monitoring of the Environmental and Social Objectives and subsequently forwarding and disclosing any comments and recommendations that would be received by the parties to all institutions referred to in this paragraph.

The parties will ensure that priority is given to staffing and capacity building of the RMU.

4.4 GOL District Resettlement Working Groups (DRWGs)

- (a) District resettlement working groups ("**District Resettlement Working Groups**" or "**DRWGs**") have been established in the Nakai, Gnommalath, and Khamkeut

Districts, and district compensation working groups have been established in Mahaxai, Xe Bang Fai, Nongbok and Xaibouly.

- (b) The District Resettlement Working Groups shall be responsible, under the direction of the RMU and with assistance from the Company, for implementing the relocation, rehabilitation, compensation and development activities specific to their districts as contemplated by this Part, including:
- (i) assisting village facilitation teams to carry out consultations on resettlement entitlements among Project Affected Persons;
 - (ii) organising and facilitating the process of identifying resettlement sites, designing village layout and plot allocation and distribution;
 - (iii) supporting the implementation of the livelihood program for the villages, and related training activities;
 - (iv) arranging logistics for the relocation and providing relocation and transitional assistance;
 - (v) valuation and provision of livelihood and fixed assets for Project Affected Persons in Project Lands, according to the entitlements specified in clause 15.2 and as otherwise agreed by the GOL and the Company, in consultation with the Project Affected Persons;
 - (vi) providing progress reports to the RMU and the district governments; and
 - (vii) supervising the Village Resettlement Committees.

4.5 GOL Village Resettlement Committees (VRCs)

The GOL, through the village resettlement committees appointed by each village on a consensus basis (“**Village Resettlement Committees**” or “**VRCs**”), shall be responsible for the following under the direction of the relevant District Resettlement Working Group:

- (a) representing the interests of the village;
- (b) public consultation with their village in relation to the Resettlement Process;
- (c) coordinating with mass organisations at village level in relation to the Resettlement Process;
- (d) developing Village Development Plans for their village;
- (e) monitoring and evaluating the Resettlement Process in their village;
- (f) organising villagers in implementing relocation and agricultural development (including selection of village sites); and
- (g) participating in the Grievance Procedure as contemplated in clause 14.4.

The RMU, with assistance from the Company, shall take steps (in consultation with the GOL through the RC) to ensure that new community groups, structures and institutions as appropriate for the community development and livelihood models are established, developed and strengthened.

4.6 Resettlement Office of the Company (RO)

The Company shall establish within its organisation, a resettlement office (the “**RO**”), which shall be responsible for the following, in coordination with the RC:

- (a) financing, implementing and monitoring the Company’s obligations relating to the

Resettlement Process under the Concession Agreement;

- (b) preparing, in coordination with the RMU under clause 4.3(e), six monthly reports to be forwarded to the GOL, the RC, STEA, the Panel of Experts, the IAG and other institutions involved with the implementation and monitoring of the Environmental and Social Objectives and subsequently forwarding and disclosing any comments and recommendations that would be received by the parties to all institutions referred to in this paragraph;
- (c) coordinating closely with the RMU the planning and implementation of the Resettlement Process;
- (d) liaising and cooperating in good faith with the Government Authorities responsible for resettlement including the RMU at the working level and the RC at decision-making level, including by incorporating the views of Project Affected Persons into Project design as appropriate;
- (e) seeking the RC's approval/no-objection for all activities the RO proposes to undertake prior to undertaking such activities by submitting plans to the RC as provided for in clause 4.2(c);
- (f) complying with all reasonable guidelines, policies and directions issued by the RC from time to time in accordance with the NT2 Resettlement Policy and within the funding obligations of the Concession Agreement in relation to the Resettlement Process;
- (g) ensuring that consultation and participation methods and implementation processes incorporate gender, ethnic and poverty sensitivity, so that the least advantaged families and persons are given equitable opportunities;
- (h) ensuring the use of local knowledge in developing production systems that suit Resettlers' needs and environment and which avoid dependency on the Project or any Government Authority;
- (i) assisting Lao institutions involved in the Resettlement Process to foster human and physical resource capacity to sustain development efforts, build local ownership and model self-reliant mechanisms;
- (j) providing timely information to the Panel of Experts and other external and independent monitoring teams; and
- (k) taking the lead in data analysis.

5 Monitoring of the Resettlement Process

5.1 Objective of Monitoring

The parties will implement the monitoring program for the Resettlement Process, consistent with the objectives of monitoring and evaluation of the Resettlement Process, which are:

- (a) to measure progress in program implementation and funds disbursement, achievement of the Household Income Target, the Village Income Target and in the case of Project Affected Persons other than Resettlers, livelihood restoration; and
- (b) to identify problems and constraints arising so as to mitigate and enable timely readjustments to the Resettlement Process.

5.2 Baseline

- (a) The RMU, with assistance from the Company, undertook a full population and assets census and a sample socio-economic survey of Project Affected Persons in October 1998.
- (b) The RMU, with assistance from the Company updated the population survey in August 2003.
- (c) The Company and the GOL agree to undertake at the Company's cost, a further population and assets count and socio-economic survey of all Resettler households prior to their relocation to serve as a reference point for external monitoring in accordance with clause 5.5.
- (d) The survey to be undertaken under paragraph (c) shall take into account criteria which will be later used for both (i) assessment of applicable compensation; and (ii) indicators for monitoring of compensation provisions, levels of incomes and outcomes of livelihoods. This may include the number and type of goods and chattels, land ownership, use and productivity, ownership of domestic animals, housing (and other buildings), type, dimensions and condition, all sources and levels of cash and imputed incomes, food sufficiency and nutrition and basic health conditions and education levels.
- (e) The RMU, with assistance from the RO, will put all data from the population and asset count and baseline socio-economic survey onto an electronic database and make it available to all interested parties for the purpose of furthering the knowledge of development issues relating to the population provided that privacy of individuals and individual households must be protected at all times.

5.3 Monitoring to be undertaken until Resettlement Objectives fulfilled

Internal and independent external monitoring of the Resettlement Process will be undertaken by the parties in respect of a resettlement activity in accordance with this clause after the date of Financial Close and in any case not later than six months after the commencement of that activity until the later in time of:

- (a) the expiry of the Resettlement Implementation Period; and
- (b) the time at which it can be demonstrated to the reasonable satisfaction of the Resettlement Committee, with the advice (if the Resettlement Committee deems appropriate) of the independent monitoring agency and the Panel of Experts, that the Resettlement Objectives and the Resettlement Provisions have been achieved

and maintained for a reasonable period of time.

This provision does not in any way limit the role of the Panel of Experts under clause 30 of the Concession Agreement.

5.4 Internal monitoring by the Company and the GOL

- (a) The Company, through the RO, and the GOL through the RMU, shall establish an internal monitoring system to monitor:
 - (i) the detailed planning and design of resettlement activities;
 - (ii) implementation progress of the Resettlement Process;
 - (iii) resettlement site development;
 - (iv) health of Resettlers;
 - (v) livelihood development programs;
 - (vi) resettlement funding, funding flows and resettlement expenditure;
 - (vii) the quality of the detailed planning and implementation process in terms of participation, consultation, grievance redress, gender, disclosure, ethnic minority, transparency and vulnerability; and
 - (viii) outcomes, not including incomes unless otherwise requested by the independent monitoring agency or the Panel of Experts,and to enable timely identification and resolution of problems.
- (b) The Company through the RO and the GOL through the RMU, will design this joint monitoring system according to the agreed terms of reference and to incorporate:
 - (i) monitoring target, scope and methodology;
 - (ii) institutional and staffing arrangements; and
 - (iii) data collection and reporting arrangements.
- (c) After Financial Close, the GOL, through the RMU, shall check that the expenses of the Company are in accordance with the budgets provided for in this Part.

5.5 Independent monitoring

- (a) The GOL, through the RMU in consultation with the Company and with approval from the RC, will engage an independent monitoring agency with relevant qualifications and experience including in social surveys. This independent monitoring agency will be an organisation or team of individuals managed with the technical assistance of an international expert(s) who will train and guide the Lao personnel in the monitoring methodology. This agency will both (a) check and verify monitoring data and reports of the Company and the GOL, and (b) undertake monitoring and data collection in its own right. It shall be required to:
 - (i) ensure that pre-Project socio-economic and health surveys of the Project Affected Persons on the Nakai Plateau are adequate benchmarks for monitoring during the Resettlement Implementation Period;
 - (ii) ensure that the pre-Project socio-economic surveys of Project Affected Persons in the Project Lands are adequate benchmarks for monitoring during the Resettlement Implementation Period;

- (iii) ensure that the pre-Project baseline studies of the fish population in those stretches of the Nam Theun River and its tributaries which are to be inundated by the Reservoir and the appropriate monitoring program of fish migrations and fishing activities in the Reservoir are adequate benchmarks for monitoring during the Resettlement Implementation Period; and
 - (iv) monitor and evaluate the Resettlement Process on a continuing basis (and reporting to the GOL at least twice per year during the first five years) and at other times as reasonably required by the Resettlement Committee including, without limitation:
 - (A) the development of detailed designs, implementation plans and budgets;
 - (B) the progress of implementation of the resettlement obligations of each party under the Concession Agreement (including both physical obligations and funding obligations);
 - (C) the outcomes of the programs, in terms of both general changes in social and economic conditions of Resettler households, and more specifically income level, sources of income, food sufficiency and nutrition, basic health and education conditions;
 - (D) the progress of Resettlers in reaching the Household Income Target and the Village Income Target with special attention paid to the poorer households and female-headed households;
 - (E) the achievement of the Resettlement Objectives and Resettlement Provisions;
 - (F) social issues and the programs to address them, including participation, consultation, grievance redress, disclosure, gender and status of women, ethnic minority, transparency and vulnerability;
 - (G) any other aspects of the Resettlement Process which the RC considers it is necessary to monitor and evaluate from time to time; and
 - (H) sharing information and reports with the Panel of Experts.
 - (v) monitor at the request of the GOL through the Resettlement Committee, other Project Affected Persons.
- (b) The indicators to be monitored by the independent monitoring agency, the methodology for monitoring of each indicator and program and the frequency of monitoring each indicator and program will be mutually agreed by the Company, the GOL, the World Bank, the Asian Development Bank and the Panel of Experts, with advice from the independent monitoring agency, who shall use as a reference document, the independent monitoring agency's terms of reference in Annex 3 of Chapter 8 of Volume 1 of the Social Development Plan.
 - (c) The independent monitoring agency engaged under paragraph (a) shall report quarterly to the Resettlement Committee on its findings.
 - (d) The Company and the GOL shall give the independent monitoring agency full cooperation and provide it with access to all relevant data, documentation, program activities and sites to facilitate the effective monitoring and evaluation of the Resettlement Process.

- (e) Notwithstanding paragraph (c), the Company shall be responsible for funding the costs associated with the appointment of the independent monitoring agency in accordance with clause 16, but payment shall be made to the GOL, who shall effect payment to the independent monitoring agency. The GOL will provide details of the costs, together with supporting documentation, and the Company shall provide such funding to GOL on a timely basis to allow prompt payment of the independent monitoring agency.
- (f) The GOL through the RMU shall make available to the Company, the Panel of Experts and, with the RC's approval, to other interested parties (by agreement), annual progress reports and other reports of the independent monitoring agency.

6 Scope of Works - General

6.1 Scope of works in clauses 7 to 12 (Activities relating to Resettlers)

The scope of works for the resettlement activities of the Company and the GOL relating to the Resettlers is detailed in the following clauses:

- (a) clause 7 dealing with the village development activities to be carried out mainly during the Resettlement Planning Period;
- (b) clause 8 dealing with the village development activities to be carried out mainly during the Resettlement Implementation Period;
- (c) clause 9 dealing with the livelihood development activities to be carried out mainly during the Resettlement Planning Period;
- (d) clause 10 dealing with the livelihood development activities to be carried out mainly during the Resettlement Implementation Period;
- (e) clause 11 dealing with the community development activities to be carried out mainly during the Resettlement Planning Period; and
- (f) clause 12 dealing with the community development activities to be carried out mainly during the Resettlement Implementation Period.

A chart of the organisation of clauses 7 to 12 is as follows:

Clause No.	Resettlement Period	Activity
7	Resettlement Planning Period	Village
8	Resettlement Implementation Period	Village
9	Resettlement Planning Period	Livelihood
10	Resettlement Implementation Period	Livelihood
11	Resettlement Planning Period	Community
12	Resettlement Implementation Period	Community

6.2 Scope of works in clause 13 (Activities relating to Project Affected Persons on Project Lands other than Resettlers)

An overview of the scope of works for the resettlement activities of the Company and the GOL relating to the Project Affected Persons on the Project Lands is set out in clause 13.

6.3 Additional information in clauses 7 to 12

- (a) Clauses 7 to 12, in addition to the detailed scope of each resettlement activity, indicate also:
 - (i) the party, being either or both of the Company or the GOL, which is responsible for implementing and completing that activity with, where that responsibility rests with both parties, the mark “XL” being used in the “Responsible Party” column to indicate the party which is responsible for leading and co-ordinating the implementation and completion by both the GOL and the Company of that activity.
 - (ii) whether that resettlement activity is subject to a budget amount which is expressed to be Limited by Cost or a budget amount which is expressed to be Limited by Scope; and
 - (iii) the time schedule for each resettlement activity with its starting date and its completion date, both calculated either from the occurrence of Financial Close, or with fixed calendar date when occurring before Financial Close,all of the budget amounts in clauses 7 to 12 being summarised in clause 16.
- (b) For the avoidance of doubt, this Part does not include budget allocations for personnel of the Company or the Contractors (which shall be met by the employer of those personnel).

7 Village Development: Planning Stage

Summary of the resettlement activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date	
	Company (RO)	GOL (RMU)			
7.1 Survey village land areas and suitability (irrigation and soil condition)					
7.1.1	The RO, with assistance from the RMU, shall undertake detailed surveys of the Resettlement Area and report to the RMU on suitability of the Resettlement Area including on: <ul style="list-style-type: none"> suitability for agricultural development; accessibility; availability of year-round water supply; suitability for irrigation; proximity to the Reservoir Area (due to Resettlers' stated preferences); and the land being within an area where the risk of erosion is minimised. 	XL	X	Included in the Company's development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 12 months
7.1.2	The Company must ensure that sites it identifies as suitable for Resettlement: are above 538 masl (full supply level of the Reservoir) and houses are to be located above 540 masl; <ul style="list-style-type: none"> have reasonable access to the Reservoir all year round for fishing, i.e. near land about 525.5 masl, the minimum level of the Reservoir; have reasonable access to a draw-down area of useable size and slope; have reasonable access to an all weather road; minimise the distance of relocation; allow the growing of rice where economically and environmentally feasible; allow access to forests and non timber forest products; and allow access to suitable grazing land. 	XL	X	Included in the Company's development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 12 months
7.2 Plan village locations					
7.2.1	The RO, in close consultation with the RMU and district authorities, shall prepare village location	XL	X	Included in the	Pre Financial

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
options on topographical maps, showing houses, plots and infrastructure (“Village Development Plans”).			Company’s development budget (item B - Limited by Cost)	Close + Financial Close + 12 months
7.2.2 The parties will ensure that a consultative and participatory approach is taken in the planning of village layouts to ensure that local preferences are incorporated and to allow for flexibility among different resettlement villages.	X	X		Pre Financial Close + Financial Close + 12 months
7.3 Consult villages on village location and other matters				
7.3.1 The RO, with assistance from the RMU shall develop village layout options for each village through participatory planning and then prepare technical plans reflective of the village preferences.	XL	X	Included in the Company’s development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 12 months
7.3.2 The RMU agrees, with assistance from the RO, to consult Resettlers on the development of the Village Development Plans prepared by the RO, and to seek input and advice as to preferences from the Resettlers in relation to those.	X	XL	Included in the Company’s development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 12 months
7.3.3 The parties agree that the primary factor in determining size and location of the resettlement villages must be the preference of the Resettlers themselves, linked to the capacity of the sites to provide the necessary economic opportunities.	X	X	No budget	Pre Financial Close - Financial Close + 12 months
7.3.4 The RMU will advise the RO of the Resettlers’ input and advice, which shall be taken into account by the RO.		X	Included in the Company’s development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 12 months
7.4 Prepare and move pilot village				

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
<p>7.4.1 At least one month prior to commencement of each activity related to the pilot village planning and implementation process, the Company must submit for RC approval or no-objection (as the RC considers appropriate), a detailed proposal for planning, budgeting, procurement of works and services and implementation of the pilot village, and must implement such activities only in accordance with the approved detailed proposal.</p> <p>Without limitation, the proposal should include a detailed plan for the following activities:</p> <ul style="list-style-type: none"> • Select an existing village and the resettlement relocation site in conjunction with GOL, RC, RMU, Provincial and District officials and affected villagers. • Conduct topographical and soil surveys of new location. Develop initial cropping proposals. Train agricultural extension advisers on techniques relevant to selected crops. Prepare, in an iterative and consultative manner, a master plan for village layout. Indicate on plans the extent of clearing and levelling required. Mark on plans ground clearing and levelling guide marks, particularly for cropping areas. • Request selected village Resettlers to carry out a clearing and levelling program for a significant portion of their normal crop in the new location (i.e. redirection of their normal activity). Agricultural extension advisers begin training programs. Initial crop planting in new fields by some Resettlers using their own labour. Seed/seedlings, implements and any irrigation water needed to be supplied by the Company. • Crop guarantees provided by the Company via GOL/RC/RMU against specific targets (i.e. if Resettlers comply with agricultural extension advisers' suggestions, the Company will offset in kind any shortfalls which occur below pre-agreed conservative production targets). • Repeat and extend this activity over next dry and wet seasons. • Engage Resettlers on house-plot clearing and levelling activities on rice-for-work program. • Arrange appropriate land use rights certificates for individual farms and house plots. • Build houses, community buildings and other village infrastructure using available village labour on a rice-for-work basis with support of building advisers and any necessary additional labour. • Organise health checks program. • Build additional infrastructure elements with sub-contractors (wells, electricity 	XL	X	<p>Included in the Company's development budget (item B - Limited by Cost)</p> <p>This activity shall be done by the Company during the Resettlement Pre Financial Close Period.</p>	Jan 01 – Financial Close

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date	
	Company (RO)	GOL (RMU)			
<p>distribution, irrigation systems, special buildings).</p> <ul style="list-style-type: none"> Commence livelihood development program to improve living standards. Monitor success of livelihood models being used. Interactive fine-tuning of further infrastructure and agricultural extension requirements to assist in progressive income, social and environmental targets being achieved. <p>Overarching all these activities is the advancement of RC/RMU/DRWG/VRC initial administrative activities including, in particular, training needs assessment, preparation of income support guidelines, compensation guidelines, training issues, outcomes monitoring procedures, information campaigns and the various other responsibilities. The recruitment/secondment of the initial core staff for the RC/RMU/DRWG/VRC bodies will be a vital component of the overall implementation.</p>					
7.5 Preparation of forest and land use plans for each village					
7.5.1	In accordance with the Nam Theun 2 Land Decree, the GOL recognises that the land in the Resettlement Area is primarily for resettlement purposes and that future allocation of land to non-Resettlers should only be done after meaningful consultation with, and having regard to, the current and future land requirements and livelihood needs of the Resettlers.				
7.5.2	<p>The RO, with assistance from the RMU, shall conduct a process of participatory resource and land use management planning in a manner which shall achieve the following objectives:</p> <ul style="list-style-type: none"> development of appropriate and balanced forest and land use zonation, with a view to sustainable management systems and productive land use in order to achieve sustainable and integrated Resettler livelihoods; and equitable access to forest and land resources for all Resettler community members; <p>and which shall aim to achieve the following objectives:</p> <ul style="list-style-type: none"> formalising of land use rights within the existing legal framework; and development of a partnership between villages and the Government Authorities for joint management of forests, agricultural land, other lands and the Reservoir. <p><i>The RO, with assistance from the RMU, will ensure that:</i></p> <ul style="list-style-type: none"> the participatory resource management planning accommodates the initiation and 	XL	X	Included in the Company's development budget (item B - Limited by Scope)	Pre Financial Close - Financial Close + 18 months

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
<p>development of the livelihood options for families and villages contemplated by this Part and the change in the characteristics of the area with the inundation of the area and then operation of the Reservoir;</p> <ul style="list-style-type: none"> ongoing monitoring and mapping of forest cover and land use is undertaken and reviewed in a participatory manner in parallel to review of the socio-economic and livelihood development of the Resettlers; and zonations and land use plans are amended, as required during the Resettlement Implementation Period to reflect findings of the monitoring and mapping exercises. 				
7.6 Prepare detailed site plans and plot plans				
<p>7.6.1 The RO shall prepare potential physical layouts for each village (showing alternative village locations and possible layouts for farm plot, irrigation system, community infrastructure, road and track network, and actual layouts for individual household plots (“Detailed Village Plans”). The individual household plots shall meet the criteria in clause 15.1.</p> <p>The RO agrees to take into account the following preferences of Resettlers in the process of preparing site plans and plot plans:</p> <ul style="list-style-type: none"> relocation of households within their current village boundaries; orientation of the new village along roads with each house having access to the road; improvements such as electricity, access to running water and toilets to be privately owned and not communally shared; garden area for each household; non-residential buildings such as the school, dispensary, pump-house, village hall and religious structures to be located according to village preferences; and paddy or fields for growing crops such as corn, sugar cane or larger plots for vegetables to surround the village. 	X		Included in the Company’s development budget (item B-Limited by Cost)	Pre Financial Close - Financial Close + 18 months
7.7 Consult with villages on the plans				
<p>7.7.1 The RMU shall consult with the Resettlers on the Detailed Village Plans, provide them with rationale for proposed layout and relevant data (eg soil surveys) and seek their input and advice on same. The RMU shall inform the RO of the Resettlers' input.</p>		X	Included in the Company’s development	Pre Financial Close + Financial Close

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
			budget (item B - Limited by Cost)	+ 18 months
7.7.2 The RO must revise the Detailed Village Plans to take into account all reasonable recommendations from the Resettlers arising from the consultation process above.	X		Included in the Company's development budget (item B - Limited by Cost)	Pre Financial Close - Financial Close + 18 months
7.8 Finalise the location for each household				
7.8.1 Subject to paragraph 7.8.2, the final choice of site will be made by the Resettlers in consultation with the Company and GOL.	X	XL	Included in the Company's development budget (item B - Limited by Cost)	Financial Close - Financial Close + 18 months
7.8.2 The Company must ensure that the following requirements are satisfied prior to confirmation of the sites in paragraph 7.8.1: <ul style="list-style-type: none"> all villagers have visited the site and been provided with technical information (in an easily understood form); all villagers have agreed on the site; if in another village territory, arrangements and agreements have been reached with that village; preliminary forest, land (and Reservoir) use planning and allocation have been undertaken with respect to the whole area allocated to the villages (and within boundaries agreed to by neighbouring villages); topographic studies have been completed and show sufficient land with slope less than 15%; access to year-round Reservoir water has been confirmed and costed and appropriate location for a header tank has been defined; and soils are as good as possible. 	XL	X		Financial Close - Financial Close + 18 months

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
7.9 Inform households of their location				
7.9.1 The RMU shall inform each Resettler of their new location.		X	Included in general RMU funding (item F - Limited by Cost)	Financial Close - Financial Close + 18 months
7.10 UXO survey and clearing for Resettlement Area				
7.10.1 Prior to the relocation of Resettlers, the Company will arrange for a UXO survey of the land within the Resettlement Area as follows: (a) land within the new village boundaries as indicated on the Detailed Village Plans; (b) land to be used for access to other villages and the Community Forestry Area; and (c) any other land allocated by the RMU for domestic or cultivation purposes by the Resettlers excluding the Community Forestry Area, to be undertaken in accordance with clause 30.13 of the Concession Agreement.	X		Included in the Company's General Operating Budget (item C - Limited by Scope)	Pre Financial Close - Financial Close + 24 months
7.10.2 Prior to the relocation of Resettlers, the Company must ensure that it has complied with its obligations to detect and where detected, render safe by removal and subsequent destruction or by in situ destruction of UXOs located in the area defined in clause 7.9.1 above in accordance with clause 30.13 of the Concession Agreement.	X		Included in the Company's General Operating Budget (item C - Limited by Scope)	Pre Financial Close - Financial Close + 24 months
7.10.3 The Company will engage experts in UXOs community awareness to deliver a comprehensive community awareness program consistent with internationally accepted community awareness standards for UXOs to Resettlers to maximise community awareness of UXOs throughout the Resettlement Area, including recognition and steps to take in the event that they encounter UXOs, particularly as the Community Forestry Area will not be surveyed for UXOs located there.	X		Included in the Company's General Operating Budget (item C - Limited by Scope)	Pre Financial Close – end of Construction Phase
7.10.4 The Company shall also make available “on-call roving capability” to the Resettlers during the Construction Phase to ensure that when UXOs are discovered on the surface in the Community Forestry Area they will be promptly removed or rendered safe by appropriately trained personnel.	X		Included in the Company's General Operating Budget (item C - Limited by Scope)	Pre Financial Close – end of Construction Phase

Activities	Responsible Party		Budget Item and description	Time Schedule Start - Completion Date
	Company (RO)	GOL (RMU)		
7.11 Site specific environmental plan for Resettlement Area				
7.11.1 The Company must ensure that the construction contractors involved in the resettlement construction activities prepare and implement site specific environmental plans for each site and phase of construction within the Resettlement Area. Such plan must be prepared in accordance with standards applicable to all other sites in the Construction Area, as specified in Part 2 of Schedule 4.	X		Included in HCC budget- Limited by Scope	

8 Village Development: Implementation Stage

Summary of resettlement activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
8.1 Obtain land certificate from Provincial Government and provide land titles to Resettlers				
8.1.1 The RO must provide such information (including maps of the Resettlement Area) as the Khammouane Provincial Government requires in order to grant a land certificate to indicate its approval of the detailed land allocations of the Resettlement Areas.	X			Financial Close– Physical relocation of Resettler village + 12 months
8.1.2 The RMU is responsible for liaising with the Khammouane Provincial Government to obtain the land certificate referred to in clause 8.1.1.		X	Included in general RMU funding (item (F) – Limited by Cost)	Financial Close – Physical relocation of Resettler village + 12 months
8.1.3 The GOL will ensure that: <ul style="list-style-type: none"> the allocation and land use in the Resettlement Area is undertaken in a manner to allow Resettlers to have the primary right to land use; land titles will be issued for all housing and permanent agricultural land within 18 months of actually relocating, building new houses or opening and planting the first crop (in the case of agricultural land), with joint title to husband and wife; Resettlers have communal rights to village land use areas; and fair and equitable tenure and management arrangements are put in place for common property land and resources. The land titles to be issued to Resettlers shall restrict dealings with the title until the earlier of: <ul style="list-style-type: none"> the end of the Resettlement Implementation Period; and acceptance by the parties (through an institutional structure or committee and guidelines to be established) that the Resettler may be permitted to sell their house and land. 		X		Physical relocation of Resettler village + 18 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
8.2 Clear Village sites - Land clearing and fencing				
8.2.1 The RMU, with support from the RO will provide resources to the Resettlers for clearing and fencing land to be used for agricultural activities (including labour, barbed wire, fence posts etc) as necessary.	X	XL	Included in the Company's General Operating Budget (item G - Limited by Scope)	Pre Financial Close – Financial Close + 30 months
8.3 Develop a mechanism to distribute farm and house plots among households				
8.3.1 RMU agrees to develop a mechanism to distribute farm and house plots to Resettlers.	X	XL	Included in general RMU funding (item (F) - Limited by Cost)	Pre Financial Close – Financial Close + 12 months
8.4 Organise the villages for relocation, including transport				
8.4.1 Transport and labour The Company shall also provide assistance to Resettlers in transporting materials from their existing houses by provision of trucks and assistance with loading and unloading.	X	XL	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Pre Financial Close – Financial Close + 36 months
8.4.2 Provide disturbance allowance (USD 15 per person).	X	XL	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Pre Financial Close – Financial Close + 36 months
8.4.3 Dismantle original houses.	X	XL	Included in the Company's General Operating Budget (item (G) - Limited by	Pre Financial Close – Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
			Scope)	
<p>8.5 Design and construct infrastructure and equipment</p> <p>The RO must ensure that the design and the supervision of construction of the infrastructure and equipment set out in this paragraph 5 will be undertaken by people expert in the design and construction of such infrastructure and equipment in the Lao PDR. The Company must consult with the RMU during the design process and seek the RC's no-objection for the standards and general designs. The Company and the GOL must also ensure that consultation with and/or participation by, the Resettlers is incorporated into the process and that any modifications reasonably requested by Resettlers are incorporated into the designs for community infrastructure in their villages.</p> <p>Without limiting the Company's responsibility for implementation of its obligations in this clause 8, the GOL acknowledges that the Company may engage contractors to assist it in the performance of these obligations, provided that a competitive bidding process is followed.</p>				
8.5.1 Village access roads south of Oudomsouk shall be constructed according to Schedule 2, Part 1 (Project Standard D). All weather access roads to each Resettler house and farm lot shall be constructed with a 3 m width running surface (within a right of way of at least eight (8) metres) as set out in detailed village plans to be approved by the RC. All weather forest management roads with a 3m width running surface (within a right of way of at least eight (8) metres) shall be constructed based on the specifications set out in the forest management plan (to be developed under clause 9.6 and approved by the RC).	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 24 months
8.5.2 Provision of electricity (at no cost to Resettlers) prior to provision of grid connection and electricity through the grid to each household and applicable community building as per paragraph 5.1 of clause 15.1.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
8.5.3 Electricity supply to each Resettler house and newly constructed community buildings within the Resettlement Area, including 22 kV distribution network and step-down transformers in accordance with EDL network practices.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
8.5.4 Gully stop dams and associated wells (up to 1 per 5 families where physical conditions allow, and of a size appropriate to the geography) which is fit for its intended purpose and accessible to Resettlers.	X		Included in the Company's General Operating Budget (item (H)	Financial Close – Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
			- Limited by Scope)	
<p>8.5.5 Irrigation and household water supply and distribution to each house and farm lot</p> <p>The Company shall provide good quality year-round water supply to Resettlers for household use (in accordance with national standards) for the duration of the Resettlement Implementation Period from, as close as reasonably possible to each of their houses (at a minimum of 1 outlet per five houses) and community buildings in the Resettlement Area (where specified to have water supply in paragraph 6), having regard to local topography and village design.</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
<p>8.5.6 Community buildings - Nursery school (one per village)</p> <p>Each village shall decide whether the nursery school will be part of the village primary school or independent of it.</p> <p>The nurseries will be:</p> <ul style="list-style-type: none"> designed to allow good circulation, with a mixture of wooden tile and corrugated iron roofing, rainwater collection and latrines; equipped with bedding, mosquito nets, educational toys and first aid kits; and Minimum standard: to be constructed with concrete flooring, rendered brick structure and walls, ceiling and sheet metal roofing or timber tiles. A wooden fence must be constructed around the school yard and a wooden flagpole must be constructed in the school yard. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above and an adequate sewage system and drainage facilities. There will be at least one (1) toilet provided per classroom, with a minimum of four (4) toilets per school (two for boys and two for girls). 	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	
<p>8.5.7 Community buildings - Primary schools (Design based on 2 students per family, 30 students per classroom and 56m2 per classroom) Access to be within 3km of each Resettler household to the extent reasonably feasible, depending on the number of students. Minimum standard: to be constructed with concrete flooring, rendered brick walls, ceiling and sheet metal roofing or timber tiles. A wooden fence must be constructed around the school yard and a wooden flagpole must be constructed in the school yard. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above and an adequate sewage system and drainage facilities. There will be at least one (1) toilet provided per classroom, with a minimum of four (4) toilets per school</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months – Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
(two for boys and two for girls).				
8.5.8 Community buildings - Teachers' housing (Up to 1 per classroom, but with teachers to share housing where acceptable to the teacher) 77 m2. To be constructed to the same standard as the Resettler housing described in item 6, below. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above and an adequate sewage system and drainage facilities.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months - Financial Close + 36 months
8.5.9 School equipment comprising tables, chairs, blackboard and cupboard for each classroom consistent with Lao national standards (and educational supplies consistent with clause 15.1).	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months - Financial Close + 36 months
8.5.10 Community buildings - 2 health centres (in addition to the hospital being improved and extended under the health program). These health centres will be located within villages (one in the north and one in the south) in appropriate places to maximise accessibility for Resettlers. 100 m2 per 100 families is indicative size for health centre. Minimum standard: To be constructed with concrete flooring, rendered brick structure and walls, ceiling and sheet metal roofing. To be connected to water and electricity supply and have an adequate sewage system and drainage facilities.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months - Financial Close + 36 months
8.5.11 Community buildings - Health centre staff housing (per health centre) To be constructed to the same standard and size as the Resettler housing described in item 6 below. To be connected to electricity supply and have water supply as provided in paragraph 5.6 above and an adequate sewage system and drainage facilities.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months - Financial Close + 36 months
8.5.12 Community buildings - Health centre equipment (including sink and furniture) and medical supplies appropriate to the size of the health centre and the number of people it is servicing.	X		Included in the Company's General Operating Budget (item (H) - Limited by	Financial Close + 6 months - Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
			Scope)	
8.5.13 Community buildings - Meeting hall and village office (per village with indicative size of 1 m2 per family). Minimum standard: to be constructed with rendered brick structure and walls and sheet metal roofing with a floor of concrete or hardwood and incorporating a small office for the village chief. Provision of furniture including table, chairs, cupboard, side board and equipment including loud speaker. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above and an adequate sewage system and drainage facilities.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months – Financial Close + 36 months
8.5.14 Community buildings - Roofed market (per village with indicative size of 1m2 per family). Minimum standard: to be constructed with concrete floor and concrete support posts, wooden roof structure and sheet metal roofing. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above and an adequate sewage system and drainage facilities.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months – Financial Close + 36 months
8.5.15 Community buildings - Godown/warehouse (per village) 100 m2. Minimum standard: to be constructed with concrete flooring, rendered brick structure walls and sheet metal roofing.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months – Financial Close + 36 months
8.5.16 Community buildings - Rice mill and workshop (per 50 families) 20 m2. Minimum standard: To be constructed with concrete flooring, rendered brick walls and sheet metal roofing. To be connected to electricity supply and have water supply as provided in clause 8.5.6 above.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 6 months – Financial Close + 36 months
8.5.17 Community buildings - Seed processing and storage facility (per village group - two (2) in northern part of Resettlement Area and two (2) in southern part of Resettlement Area), approximately 10m x 10m Minimum standard: to be constructed with concrete and with a covered area for final seed drying and cleaning and at least one room with air conditioning. Design to include rat and mice proofing.	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close– Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>8.5.18 Community buildings - Organic Fertiliser Factory (per group of villages - two (2) in northern part of Resettlement Area and two (2) in southern part of Resettlement Area) Minimum standard: to be constructed with concrete flooring, hardwood structure, bamboo lattice walls and a mixture of timber tile and thatched grass roofing.</p> <p>The organic fertiliser factories will be designed to ensure efficient workspaces for raw materials storage, materials mixing, composting areas, packaging areas and a finished product storage area.</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
<p>8.5.19 Community buildings -Cattle yard and crush (per 50 families) 150 m2. To be constructed from wood products.</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
<p>8.5.20 Tree nursery (at least one per village) 120 m2, to be established as part of the agriculture and forestry programs under clause 9. To have water supply as provided in clause 8.5.6 above.</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
<p>8.5.21 Cultural heritage in the villages: Village monasteries, temples, stupas and historical artefacts will be transported to new village sites or new buildings of at least a similar value will be constructed. Consultations and negotiations will be carried out to determine culturally acceptable relocation to nominated sites.</p> <p>Grave sites will be the subject of special consultation to determine the best way to deal with them in a culturally acceptable manner, which may include (a) relocation or (b) appropriate ceremonies to resolve remaining in-situ. Special consideration should be given to grave sites in the drawdown zone.</p> <p>The GOL shall provide detailed plans to the Company regarding the relocation of items of cultural heritage.</p>		X	Included in general RMU funding (item (F) - Limited by Cost)	Financial Close – Financial Close + 24 months
<p>8.5.22 The Company shall be responsible for moving items of cultural heritage for each village as per the GOL plans and seeking GOL guidance (including from provincial and district culture and</p>	X		Included in the Company's	Financial Close – Financial

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
information offices and from the National Culture and Information Office as necessary) as to appropriate protective and/or salvage measures if any archaeologically significant properties are uncovered during the Resettlement Process.			General Operating Budget (item (H) - Limited by Scope)	Close + 36 months
<p>8.5.23 As per Schedule 2 paragraph 2 - Item GOL Nam Theun 115/22 kV substation sub item 115 kV equipment.</p> <p>22kV Electricity Supply from the Power Station: The Company shall be responsible for the design and construction of sufficient 22kV transformer and associated switchyard capacity at the site of the Power Station to provide 22kV electricity supply to the local area (as provided in Part 2 of Schedule 2 of the Concession Agreement). The transformer shall have sufficient capacity to supply 20MW of electricity. The Company shall be responsible for maintenance of such GOL Works for the period it remains liable for same under clause 17.8 of the Concession Agreement.</p>	X		Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close + 36 months – Financial Close + 48 months COD
<p>8.6 Construction of house for each family of Resettlers</p> <p>The RO must ensure that the design and the supervision of construction of the Resettler housing in this clause 8.6 will be undertaken by people expert in the design and construction of such infrastructure and equipment in the Lao PDR. The Company must consult with the RMU during the design process, seek the RC's no-objection for the standards and general designs and also consult with Resettlers regularly throughout the process to ascertain their preferences for the design and construction of their house.</p>				
<p>8.6.1 The Company is responsible for providing resources to each household of Resettlers for:</p> <ul style="list-style-type: none"> • a new house in accordance with the basic design for that village approved by the Resettlement Committee, with such improvements as are developed during the construction process and with such modifications reasonably requested by the household; or • at the discretion of the Resettler household, transportation to move materials from their former houses to be reused on the new site. <p>The Company must ensure that each house contains the greater of:</p> <ol style="list-style-type: none"> (1) the area of their existing house; (2) a 14 m² construction area per person; or (3) a total area of 42 m². <p>The Company agrees that households with seven or more persons containing two families have the option to have two houses.</p>	XL	X	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Financial Close – Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>The Company agrees to engage local and provincial builders (where available) to assist Resettlers in the construction of their houses. Resettlers must be given every opportunity to be involved in the construction of their houses (with labour paid) in order to facilitate a flexible design process (to reflect Resettler household preferences for design) and to ensure householder feelings of ownership and belonging.</p> <p>Houses shall be constructed with the following materials as a minimum standard but subject to incorporation of village preferences: concrete or hardwood for support posts/columns, hardwood for all floor construction, wood products (excluding for the avoidance of doubt, bamboo) for wall construction and corrugated sheet metal for roofing (with hardwood roof structure). Water supply must be made available consistent with paragraph 5.6 above as well as an adequate sewage system and drainage structures. House plots will be fenced where requested by the Resettler household.</p>				
8.6.2 Construct toilet-bathroom (one per family - approximately 3m x 3m). Minimum standard: to be constructed with concrete flooring, with a ceramic pour flush toilet.	XL	X	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Financial Close - Financial Close + 36 months
8.6.3 Provide water jar for toilet (one per family).	XL	X	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Financial Close - Financial Close + 36 months
8.6.4 Construct granary (one per family - 4m ²) Minimum standard: to be constructed with wooden flooring, hardwood structure and sheet metal roofing.	XL	X	Included in the Company's General Operating Budget (item (G) - Limited by Scope)	Financial Close - Financial Close + 36 months
8.6.5 Construct roofed compost bin : (one per family - 2m x 2 m). Minimum standard: to be constructed from wood products with timber roofing.	XL	X	Included in the Company's General Operating Budget (item (G)	Financial Close - Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
			- Limited by Scope)	months
8.6.6 Install electrical wiring and appropriate safety devices in each Resettler house and community building (where the Company is obliged to connect with electricity) as well as two light fixtures and fittings per house and at least one (1) power point and light fixture and fitting per room.	XL	X	Included in the Company's General Operating Budget (item (H) - Limited by Scope)	Financial Close – Financial Close + 36 months
8.7 Physical relocation				
8.7.1 Relocation of Resettlers shall not be commenced until after the Resettler housing and essential community infrastructure and services are complete (including, without limitation, the village access road, allocated farm plots, schools, housing and clinics and availability of water for Resettlers households and as far as possible, water for gardening). Due time and appropriate support must be provided to the Resettlers to ensure that all rituals deemed necessary or appropriate by them can be conducted prior to relocation.		X	Included in general RMU funding (item (F) - Limited by Cost)	Financial Close – Financial Close + 36 months
8.7.2 Reservoir implementation impoundment must not be commenced until all Resettlers have been relocated in accordance with this Part.	X		No budget.	Financial Close – Financial Close + 36 months
8.7.3 Until the Resettlers have fully established themselves and the livelihood model has proven successful, the RMU shall ensure that no establishment of households other than bona fide Resettlers should be permitted in the Resettlement Area.		X	Included in general RMU funding (item (F) - Limited by Cost)	Financial Close – End of Resettlement Process Period
8.7.4 The parties acknowledge that some flexibility is required in implementing this obligation to allow for relatives to return, such as female headed households following a divorce or death in the National Biodiversity Conservation Area where the household is a daughter, sister etc. of Resettler households.		X	Included in general RMU funding (item (F) - Limited by Cost)	Financial Close – Financial Close + 36 months
8.7.5 Relocation of Resettlers is planned to be taken in two stages (relating to Reservoir levels).		X	Included in	Financial Close

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/Completion Date
	Company (RO)	GOL (RMU)		
			general RMU funding (item (F) - Limited by Cost)	- Financial Close + 36 months

9 Livelihood Development: Planning Stage

Summary of resettlement activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
9.1 General principles to be implemented				
<p>9.1.1 The parties will plan and implement the livelihood program with the objective of ensuring that beneficiaries are able to derive a reliable income by engaging in activities that are within their capacity, taking into account the availability of resources on the Nakai Plateau and the type of enterprises that they are already engaged in, and thereby contribute to achievement of the Household Income Targets, the Village Income Targets, the Resettlement Objectives and the Resettlement Provisions.</p> <p>New activities will be introduced on a sound economic basis, with risks identified and understood.</p> <p>The RO and the RMU will engage sufficient suitably trained livelihood extension staff to directly support the Resettlers in the adoption of their new livelihoods.</p> <p>The RO and RMU will ensure that local villagers, including Resettlers, are given opportunities for employment in unskilled and semi-skilled jobs, such as maintenance of the Reservoir, maintenance of bulk water supply and road maintenance works.</p>	X	X		Pre Financial Close –End of Resettlement Implementation Period
<p>9.1.2 The GOL will take appropriate steps to ensure that:</p> <ul style="list-style-type: none"> the forest resources in the Resettlement Area are for the exclusive use and benefit of the plateau Resettlers for seventy (70) years from the establishment of the NPVFA; and the fisheries resource in the Reservoir (and trading of that resource) will be for the exclusive benefit of the Plateau Resettlers, those currently fishing in the inundation zone (and their respective descendants) for a period of ten (10) years after the Commercial Operations Date and after that period, consideration will be given to granting other parties right but after consultation with and having due regard to the Resettlers' needs. 		X		Pre Financial Close – End of Resettlement Implementation Period
<p>9.1.3 The RMU will consult with Resettlers on livelihood issues to allow Resettlers the opportunity to choose different supplementary livelihood options.</p> <p>The RMU, with assistance from the Company, will provide to Project Affected Persons technical</p>	X	XL		Pre Financial Close – End of Resettlement Implementation

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>training, extension support and strengthening of support services to ensure that livelihood development is efficiently managed.</p> <p>The RMU, with assistance from the Company, will take the following factors into account in designing appropriate methods to create awareness and stimulate interest among the Project Affected Persons in relation to livelihood issues:</p> <ul style="list-style-type: none"> • level of literacy; • access to information media; • traditional leadership structures; • gender specialisation in household and economic activities; • previous experience in community efforts; • attitudes towards innovations; • seasonal labour demands; • previous exposure to extension services; • cultural sensitivities and attitudes towards planned innovations; • availability of resources to try innovations; and • other relevant factors. 				Period
<p>9.1.4 The GOL and the Company shall ensure that at all times during the Resettlement Implementation Period, appropriate steps are taken to mitigate against the additional risks to ethnic minority groups and vulnerable households and will ensure that plans addressing the issue of culturally sensitive development of Project Affected People (“Ethnic Minorities Development Plans”) are implemented, having due regard to the SDP. This will include the following:</p> <ul style="list-style-type: none"> • ensuring that ethnic minorities are adequately consulted, fully compensated and participate actively in mitigation activities; • additional training and options for livelihood development where a lack of understanding of new technology and methods has resulted in poor performance or a return to unsustainable pre- resettlement livelihood activities; 				Pre Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • training and support for village facilitators to raise sensitivity to local languages and traditions in order to overcome barriers to full participation by ethnic minorities in the consultation process; • continued support of adult literacy programs, careful monitoring of school and teacher performance, consultations with parents and students and other additional measures including special training in the Lao language, special tutoring by bilingual teachers or financial support for uniforms and equipment in order to combat the problems of low attendance, poor performance and high drop-out rates in schools and adult literacy programs; • increased health initiatives and measures to counter possible health problems including special consultations and visits by health specialists to identify problems and suggest mitigation measures specific to these communities; • monitoring of non timber forest products (NTFP) harvesting, sustainability awareness raising, domestication of selected NTFPs for supervised introduction into villages and additional attention to successful livelihood interventions to increase income during transition and afterwards and to prevent unsustainable use of and reliance on NTFPs; • relocation of Vietic or other vulnerable groups into separate administrative village units with clearly demarked boundaries and rights to resources, increased monitoring of internal village administration and decision making processes and additional training and skills development for smaller and vulnerable groups in order to overcome the problems of exploitation by other ethnic groups and to ensure equity in the distribution of goods within the village; and • increased monitoring of implementing agencies and supplementary training in ethnic sensitivity to local needs. 				
<p>9.1.5 The GOL and the Company shall ensure that at all times during the Resettlement Implementation Period, the gender resettlement strategy (“GRS”) and specific gender strategy plans are implemented, having due regard to the SDP, in order to provide increased gender equity and opportunities for women and girls. This will include:</p> <ul style="list-style-type: none"> • giving each activity a gender balanced target (“GBT”) within detailed plans, as appropriate for that activity; • ensuring that all technicians, advisors and RMU/RO staff are instructed about the GBTs; and • monitoring the implementation of the GRS and compliance of GBTs. 	X	X		Pre Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>The GOL and the Company will use GBTs for recruitment, staff assignments, training, community and district organisation, and planned interventions.</p> <p>Indicative GBTs for staffing of Company institutions and general selection requirements for staff recruitment will be considered and implemented, having due regard to the SDP. The purpose of the GBTs is to ensure that the male and female resettlers are assisted and trained by male and female project staff, and to increase opportunities for women to take up positions of authority and decision-making.</p> <p>The institutional component of the GRS includes the following:</p> <ul style="list-style-type: none"> • setting a target number of women as members of the Resettlement Committee; • setting a target number of women as staff of the RMU, especially for mid-level technical positions and all sub-offices; • setting a target number of women as staff for the Resettlement Office; • adding (at least one, preferably two) women as Cabinet members to each DRWG/DCWG; and • setting targets for monitoring gender equity within institutions. <p>The GRS will also include:</p> <ul style="list-style-type: none"> • the collection and analysis of disaggregated community data by gender, ethnicity and poverty levels; • precise recording of original ownership (husband, wife, or both) of each family's assets; • use of the term "heads of household" to recognise the hidden presence of the female authority; • identification of vulnerable households, including those with only one adult labourer, for special interventions and follow-up; • identification of gender divisions of labour within each village and ethnic group to foster gender sensitive development; • gender-sensitive and participatory planning mechanisms; • gender-sensitive monitoring and mitigation; 				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • promotion of gender balanced community institutions; • gender-sensitive opportunities for income generation and skills development (based on gender divisions of labour); • gender-balanced training, off-farm work opportunities and reduction of women's heavy labour (rice milling, water, and carrying loads); • increased family planning and youth health and sex education; • support for community education on Sexually Transmitted Infection (STI), including HIV/AIDS, alcoholism and spouse abuse; • increasing opportunity and facilities for women to attend non-formal education classes; • village-based workshops to build women's confidence and leadership skills; • provision for women technical specialists to work closely with women; • training on setting up women's groups for micro-savings and loans; and • support for childcare facilities during resettlement. 				
9.2 Demonstration farm				
<p>9.2.1 The Company has established a demonstration farm at Theun Duane and a plant supply nursery at Nakai Neua.</p> <p>The Company agrees to maintain the demonstration farm at Theun Duane (or similar trial and demonstration facilities) for the term of the Resettlement Process to teach Project Affected Persons to improve their agricultural and forestry yields by, without limitation:</p> <ul style="list-style-type: none"> • demonstrating and trialling the use of new crops and terracing, composting, rearing livestock under confined conditions; • cultivating fodder crops and raising nursery plants; • promoting intensification of production systems through extension, demonstration and training; and • generally demonstrating the viability of settled farming on the uplands. 	X		<p>This activity shall be done by the Company during the Resettlement Pre Financial Close Period. The Company shall fund such activities as part of the development stage budget (item (B) - Limited by Cost)</p>	<p>January 2001 - End of Resettlement Implementation Period</p>

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
9.2.2 The RO will evaluate the experience gained from the demonstration farm and consult with the RMU in relation to same.	XL	X		Jan 02 – Financial Close
9.2.3 The RMU and the RO agree to adjust the plans for the Resettlement Process, as appropriate, to take into consideration the experience and insights gained from the demonstration farm.	X	X	RMU budget included in general RMU funding (item (F) – Limited by Cost)	Jan 02 – Financial Close
9.3 Establish three farm and house plots and relocate three households				
9.3.1 The RMU and the RO agree: <ul style="list-style-type: none"> to work together to establish three farm and house plots and to relocate three households with a view to testing assumptions, verifying predictions and working out solutions to problems in advance of the relocation; and to monitor the three households and in particular labour resources and institutional capacity of those households. 	XL	X	Activity done by Company during development stage, and such activities funded as part of the development budget budget (item B – Limited by Cost)	Completed

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
9.4 Evaluation of three pilot farms				
9.4.1 The RO will evaluate the experience gained from the three pilot farms and consult with the RMU in relation to same. The RMU and the RO agree to adjust the plans for the Resettlement Implementation Period, as appropriate, to take into consideration the experience and insights gained from the three households.	XL	X	This activity shall be done by the Company during the development stage. The Company shall fund such activities as part of the development stage budget (item (B) – Limited by Cost)	Jan 02 – Financial Close
9.5 Identify forest resource				
9.5.1 The Company has identified the Resettlement Area as having approximately 20,000 hectares out of which an estimated approximately 13,700 hectares supports forests and degraded forest lands suitable for commercial community forestry and agro-forestry development (dependent on feasibility, sustainability and Resettlers choice), the remainder being either (a) current or future urban development area or (b) forest lands too steep for intensive forestry or agriculture, although still appropriate for some community forest uses such as NTFP collection and selective log extraction.	X		Included in the Company's development budget (item (B) – Limited by Cost)	Completed
9.6 Community Forestry Program				
9.6.1 The RO, with assistance from the RMU will procure that a plan for sustainable forestry comprising silvicultural management of existing forests and plantations of new resources will be developed immediately after the Resettlers have been relocated and land allocation has been completed. The plan will be developed for the purpose of providing employment and other economic returns to the Resettlers and will be based on the principle of community ownership of	XL	X	Included in the Company's General Operating Budget (item (O)-	Pre Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>the forest resource, allowing the Resettlers to participate directly in the financial benefits from sustainable commercial logging of these forests.</p> <p>The aims of forest resource development on the Nakai Plateau are as follows:</p> <ul style="list-style-type: none"> • to establish the Nakai Plateau Village Forestry Association (“NPVFA”) as a non-profit organisation and to develop its capacity in administration, management of forestry resources and running forestry businesses on behalf of the Resettlers; • to obtain sustainable contributions from forests, to make villagers self-sufficient in terms of fuel wood, underforest pasture and minor forest products; • to increase off-farm employment and incomes in the Resettlement Area through sustainable forest management, particularly the harvesting of timber, collection of resin, medicinal plants and herbs and their local processing; • to obtain an annual forest resource dividend for the NPVFA members; • to organise and provide support for participatory planning and zoning of stocked and degraded forest lands at village level, to enable multi purpose management and activities such as controlled forest grazing and fodder tree and grass crop establishment; • participatory planning and technical and financial assistance to domestic non timber forest product (NTFP) development; • self-sufficiency provided in timber, fuelwood and wild NTFPs; and • watersheds protected, especially in steep areas and conserving biodiversity, both in situ and in specially zoned areas as well as sites of scenic, historical and cultural significance. <p>The parties agree to work together in preparation, implementation and monitoring of the forestry development plan to achieve the above objectives and will review and revise that plan from time to time with the benefit of independent monitoring reports, to ensure that the Resettlers livelihoods are being enhanced and strengthened by it.</p>			Limited by Cost)	
<p>9.6.2 The total Community Forestry Area minus those areas too steep to extract logs will be managed as a single forest area by the NPVFA, with the area divided up into forest management units. The RMU, the Nakai District Forestry Office and the Khammouane Forestry Unit will be actively involved in establishing the NPVFA, as will Khammouane Province.</p>				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
9.6.3 The NPVFA will be made up of all Resettler households who will be its members.				
9.6.4 The relationship between the Resettlers, represented by the NPVFA, and the GOL, represented by the Provincial Agriculture and Forestry Office (“PAFO”), the Khammouane Provincial Administration and the Nakai District Agriculture and Forestry Office (“DAFO”), shall be governed by a 70 year forest management and utilisation contract on terms to be agreed.				
9.6.5 The NPVFA will manage the forest land and timber resource in the Resettlement Area and effectively protect the forest from fire, illegal logging, illegal hunting and unauthorised land uses.				
<p>9.6.6 The RO, with assistance from the RMU shall ensure that the Forest Management Plan for Nakai Plateau is developed by the NPVFA, assisted by DAFO, PAFO and technical assistance funded by the Company.</p> <p>The plan will provide for the long-term management of the Resettlement Area forests and their timber and non-timber resources and annual operational plans for forest management and utilisation will be formulated and implemented to reflect the following objectives:</p> <ul style="list-style-type: none"> • forest development and management by villagers, for villagers; • zonation and sustainable management of natural forests for timber production and other forest uses; • logging and sawmilling, wood processing into timber, semi-finished and finished timber products; • support to individual village committee organisations; • planning and development of domesticated NTFP where appropriate and financially feasible; • promotion of strategies and methodologies for controlled forest grazing; • forest plantation development with local species, if and where appropriate and financially feasible; • conservation of the resource base of wild NTFPs; and • conservation of soils, water resources, biodiversity and scenery. 				Pre Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>9.6.7 The RO, with assistance from the RMU shall ensure that:</p> <ul style="list-style-type: none"> the Nakai Plateau forest management plan and associated operations plans are implemented, and reviewed and adjusted as appropriate from time to time, in order to achieve the objectives of the Community Forestry Program; the stated components of the Community Forestry Program (institutional development, natural resource management, forestry business and enterprise development and forest improvement with local species) are implemented in a manner which shall achieve the objectives referred to in 9.6.1 above; and appropriate steps are taken to mitigate against the risks of the Community Forestry Program. 	XL	X		Pre Financial Close – End of Resettlement Implementation Period
9.7 Livestock Improvement Program				
<p>9.7.1 The Company, with assistance from the RMU, will develop and implement a livestock development program with the objective of enabling Resettlers on the Nakai Plateau to develop productive and sustainable livestock production as a part of their livelihood system post relocation.</p> <p>The Company may adopt some of the following strategies to improve livestock quality, productivity, sustainability (but shall not be limited to these measures in seeking to achieve the objectives of the program):</p> <ul style="list-style-type: none"> improving the quality of animal feed through the intensive production of fodder and legume crops on home gardens; management of buffalo and cattle in the Resettlement Area through the development of forage production activities and water sources and the provision of fencing and mineral licks; improving animal health care and nutrition through enhanced veterinary staff capacity, the training of farmers in animal management, disease diagnosis and treatment; introducing improved pasture species into appropriate forest areas to improve dry matter yields and hence stocking rates; improved extension services to train farmers; 	XL	X	Included in the Company's General Operating Budget (item (P)- Limited by Cost)	Financial Close – End of the Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> the upgrading of the breeding stock through animal breeding programs and the establishment and equipping of animal breeding centres; institutional support through strengthening government organisations and provision of technical assistance; to utilise drawdown areas as appropriate; and other measures as appropriate to achieve the objectives referred to above. <p>The parties agree to work together in preparation, implementation and monitoring of a livestock development plan to achieve the above objectives and will review and revise that plan from time to time with the benefit of independent monitoring reports, to ensure that the Resettlers' livelihoods are being enhanced and strengthened by it.</p>				
9.8 Agricultural Development Program				
<p>9.8.1 The Company, with assistance from the RMU, will develop and implement an agriculture development program with the objective of enabling Resettlers on the Nakai Plateau to develop productive and sustainable agriculture as part of their livelihood system.</p> <p>The Company intends to adopt the following strategies to improve agricultural productivity on home gardens and agriculture land (but shall not be limited to these strategies in seeking to achieve the objectives of the agriculture development program):</p> <ul style="list-style-type: none"> soil fertility improvement through increased application of organic matter and fertilisers, and the introduction of leguminous crops into the rotation; cultivation of cash crops such as vegetables and fruits depending on market demand; improving access to credit through existing institutions; participatory research and extension; and institutional support through strengthening government organisations and provision of technical assistance. <p>The parties agree to work together in preparation, implementation and monitoring of an agricultural development plan to achieve the overall objective of the agriculture development program and will review and revise that plan from time to time with the benefit of independent monitoring reports, to ensure that the Resettlers livelihoods are being developed and strengthened</p>	XL	X	Included in the Company's General Operating Budget (item (Q)- Limited by Cost)	Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
by it.				
9.9 Consult with villagers on livelihood packages				
9.9.1 RMU to consult with villages on livelihood packages.	X	XL	Included in general RMU funding (item (F) – Limited by Cost)	November 2002 – Financial Close + 48 months
9.10 Fisheries Development and Management Program				
<p>9.10.1 The Company will procure development and implementation of a 10 year fisheries development and management program, with implementation to start 1 year prior to impoundment. The objective of the program will be to devise a sustainable Reservoir management program that can sustain itself by meeting all costs of production, provide secure income to entitled beneficiary fishing associations and gradually improve the fish stock to ensure a stabilised production rate by 5 to 10 years after impoundment.</p> <p>The parties agree to work together to achieve the overall objective of the fisheries development and management program and will review and revise that plan from time to time with the benefit of independent monitoring reports, to ensure that the Resettlers livelihoods are being developed and strengthened by it.</p> <p>Co-management of the fisheries development and management program should ensure that communities have a sense of ownership over resources by enabling the fishing community to make, supervise and enforce rules and regulations in consultation and collaboration with the fisheries authorities. Through this approach fishers will have an active interest in the conservation and sustainable use of fisheries resources. The specific activities of the co-management approach may include, amongst other activities:</p> <ul style="list-style-type: none"> • participatory setting of realistic fish catch targets; • participatory delineation and management of fishing zones; • participatory fish catch and fisheries effort monitoring; • participatory development and enforcement of fishing rules and regulations; 	XL	X	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> regular contact between fishers (or their representatives) and other stakeholders, eg other Reservoir users, relevant Government Authorities; and awareness campaigns and training sessions for villagers on issues like fish breeding patterns and conflict resolution. <p>The RMU shall ensure that all boats located in the Reservoir will be registered in order to control fishing and the use of access to the Reservoir for access to the NBCA.</p>				
<p>9.10.2 Preparation of a fisheries development and management plan for a sustainable fishery in the Reservoir (and to organise activities on a community basis among the households).</p> <p>The RO, with assistance from the RMU, shall prepare a development plan to ensure that a sustainable fishery is maintained in the Reservoir including:</p> <ul style="list-style-type: none"> a detailed consultative process with GOL, the Company, local landholders and communities to determine an organisational structure to manage the fishery among the key stakeholders, the outcome of that consultation program being a monitoring program to determine fish species present, fish productivity, fish yield, fish capture techniques and fish replenishment recruitment strategies so that the fishery yield may be determined; an implementation strategy; institutional arrangements which are acceptable to all parties; the method to establish the commercial and local requirements of the fishery and the economic and social returns to the community as well as a commercial structure, whether in the form of a cooperative or other body which involves the local community in the commercial aspects of the fishery; a review of the infrastructure needs on a small scale sustainable basis for handling, transport and selling of the fish; consideration of the large seasonal fluctuations in the Reservoir level; consideration of fish processing facilities and access points, as the large drawdown will limit these access points; consideration of the need for a moratorium on commercial fishing during the dry season; 	XL	X	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close – Financial Close + 36 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> the control of introduced aquatic species; and the social, economic and environmental benefits of aquaculture for existing species within the Reservoir, including a fishery breeding and restocking program. <p>The Company shall procure:</p> <ul style="list-style-type: none"> assistance with zoning and demarcation of village fishing zones and fish sanctuaries; assistance to develop co-management aimed at a sustainable and healthy fisheries; and technical assistance for the establishment of the Reservoir Fisheries Association, such association to be comprised of each Village Fishers Group and representing full time, part time and subsistence fishers. <p>The association will act as a link between fishers, the RMU (in its capacity of managing the Reservoir) and the Company. The secretariat will be subject to regular elections and will receive contributions from fishers for administrative purposes.</p>				
<p>9.10.3 Equipment for fishing</p> <p>The Company will organise training courses in preparation of Reservoir fishing gear and as part of the training, all households will be eligible to receive fishing gear (the type and size dependent on their intended use - subsistence, semi-commercial or full time commercial).</p> <p>The RMU/DRWG shall manage funding to the Reservoir Fisheries Association for boats and outboard motors for Resettler households. Households will be equipped with training and equipment according to the type of fishing they will be engaged in and up to the quantities referred to in clause 15.1:</p> <ul style="list-style-type: none"> for those households to be fully engaged in professional fisheries, training in building large wooden boats and access to an 8 horsepower outboard motor for each household; for those to be engaged in semi-commercial fishing, training in building a smaller boat and access to a 5.5 horsepower long tail outboard motor for each household; and for those households to be engaged in subsistence fishing, a boat with a paddle for each household. <p>It is intended that the Reservoir Fisheries Association will retain ownership of the outboard motors and fishers will rent them for a nominal fee provided they have registered and obtained a</p>	XL	X	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close + 36 months – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>fishing and boat licence.</p> <p>The Company is not responsible for the costs of operation, maintenance, repair and depreciation costs of fishing gear, such costs to be borne by the Resettlers.</p>				
<p>9.10.4 Village fish landing places</p> <p>The Company shall procure the construction of a fish landing place at each relocated village for the purpose of fishers landing their boats and for fish traders to buy fish.</p> <p>The landing place facilities be designed to allow easy boat mooring, concrete steps to the banks (in the order of 12 m vertical height), a concrete slab and drain with a shelter for fish to be protected against sun and rain during the sorting process.</p> <p>Access roads will be provided to the fish landing places.</p>	XL	X	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close + 36 months – End of Resettlement Implementation Period
<p>9.10.5 Ice plant and vehicles for fish traders</p> <p>The Company shall provide ice plants as described in the entitlements table in clause 15.1.</p> <p>The Company shall assist fish traders in procurement of trucks and motorcycles through provision of a credit scheme.</p>	XL	X	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close + 36 months – End of Resettlement Implementation Period
<p>9.10.6 Organising marketing of fish and fish products</p> <p>The RMU, with assistance from the RO shall consult Resettlers on whether they would like to establish a fishing cooperative that would also be involved in trading.</p>	X	XL	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close + 36 months – End of Resettlement Implementation Period
<p>9.10.7 Training costs</p> <p>Assistance and training will be provided to Resettlers in preparation of fishing gear, in boat building, operation and maintenance of boats, motors and gears and in capture fishing techniques appropriate to Reservoir conditions.</p> <p>The Company will procure that interested Resettlers are also trained for involvement in fisheries-related employment opportunities such as:</p>	X	XL	Included in the Company's General Operating Budget (item (R)- Limited by Cost)	Financial Close + 36 months – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • selling, building and repairing boats; • selling and repairing fishing equipment; • selling and distributing fuel; • selling and repairing outboard motors; • boat transport services; and • processing and marketing fish. <p>The Company will also provide training to Resettlers on issues like fish breeding patterns, sustainable fishing practices and conflict resolution.</p>				
<p>9.10.8 Employment opportunities</p> <p>The Company will also take reasonable steps to engage Resettlers during the Construction Phase in:</p> <ul style="list-style-type: none"> • clearing of debris from the Reservoir water surface; • installing demarcation signs; and • construction of fish landing places. 	X		No budget (Company is bound by Lao Preference Requirements)	Financial Close - Commercial Operations Date.

10 Livelihood Development: Implementation Stage

Summary of activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/Completion Date
	Company (RO)	GOL (RMU)		
10.1 Clear and prepare rice areas				
<p>10.1.1 The RO, with assistance from the RMU, will identify all areas within the Resettlement Areas that are suitable for wetland rice cultivation.</p> <p>Land will be cleared and prepared for construction and cultivation. This may be done by the owner, with own labour paid.</p> <p>The RO will ensure that households have sufficient rice for their subsistence needs and will facilitate support through a Food for Work program during the land clearance, contouring and terracing operations as well as the cultivation of the first cycle of upland crops.</p>	XL	X	Included in Company's General Operating Budget (item (Q)- Limited by Cost)	Nov 02 – End of Resettlement Implementation Period
10.2 Training for Resettlers on new farming techniques, including irrigated rice				
<p>10.2.1 The RMU, with assistance from the RO, will coordinate training of the Resettlers on new farming techniques by use of extension methods such as information meetings, audio-visual presentations, village leader identification and training, field days, demonstrations, adaptive trials in farmers' fields, farm competitions, and training in simple farm practices - agrochemical use, composting, and irrigation.</p> <p>The RMU, with assistance from the RO, will encourage farmers to change from an extensive to an intensive type of farming and will teach them new skills in irrigation, fodder crop production, forestry management and optimum utilisation of Reservoir fisheries.</p> <p>For rice cultivation, the RMU, with assistance from the RO, will train wetland rice growers in land preparation, timing of planting, nurseries and transplanting, varietal selection, fertiliser use, weed control, water management, pest and disease control, and storage and handling.</p> <p>For vegetable and fruit cultivation, the RMU will train the Resettlers in selection of improved varieties of vegetables and vegetatively propagated fruits and seedlings, land preparation, cultivation techniques, fertiliser application, crop husbandry practices and marketing.</p> <p>For livestock management, the RMU will provide training in health management, improved feeding techniques, housing requirements, composting, grazing practices and community</p>	X	XL	Included in general RMU funding (item F – Limited by Cost)	Pre Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>management of common grazing areas in the drawdown or under selected forest cover.</p> <p>Where appropriate, the RMU will provide training to the Resettlers in upland irrigation techniques including terracing and land levelling, use and maintenance of pumps and irrigation equipment, land preparation for irrigation of different crops, irrigation timing and frequencies, canal maintenance and fertiliser practice. Other techniques not listed here may also be promoted, if they prove to be more suitable to Resettlers' expectations and local conditions.</p> <p><i>The RMU will also facilitate implementation of strategies to improve agricultural productivity on home gardens and in the wetland rice areas:</i></p> <ul style="list-style-type: none"> • soil fertility improvement through increased application of organic matter and fertilisers, and the introduction of leguminous crops into the rotation; • cultivation of cash crops such as vegetables and fruits depending on market demand; • improving access to credit through existing institutions; and • institutional support through government organisations. 				
10.3 Provide farm equipment				
10.3.1 The RMU, with assistance from the RO, shall provide the farm equipment in section 4.1 of the Plateau Resettlers' Entitlements Table (clause 15.1(a)) when required, having regard to the timing of relocation of agricultural activities. The farm equipment will be fit for purpose and of reasonable quality, taking into account its intended use.	X	XL	Included in the Company's General Operating Budget (item (G)- Limited by Scope)	Financial Close – Financial Close + 60 months
10.4 Training on other income generating activities and technical support				
<p><i>10.4.1 The RMU will ensure that two types of training for livelihood restoration and improvement are conducted:</i></p> <ul style="list-style-type: none"> • training for irrigation and fishing, forestry and livestock management, household budgeting; and • extension programs that are facilitated by improved infrastructure such as healthcare 	X	XL	Included in the Company's General Operating Budget (item (F2) Limited by Cost)	Financial Close – Financial Close + 60 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>programs, education and strengthening village organisations.</p> <p>The training programs for fishing, forestry and livestock management will be included in the development plans to be prepared in each of these areas.</p> <p><i>The training and extension programs will be aimed at:</i></p> <ul style="list-style-type: none"> • involving villagers in the defining, planning and implementation of education and training components of the resettlement program which will be directed towards improving the standard of living; • helping adapt and upgrade the skills of the villagers to facilitate the adoption of the practices proposed under the livelihood model including agriculture, fisheries, forestry and livestock management; • providing supporting health, nutrition and vocational education for the successful adoption of new livelihood systems across and between communities; • utilising the agricultural demonstration farm established at Theun Douane, and the forest nursery, pasture and livestock drawdown grazing sites currently being at Nakai Neua, Nam Malou and Ban Thalang respectively; • employing appropriate non-formal education training methods to ensure that villagers who cannot read and write will not be precluded from education and training opportunities, thus equipping them to better participate in the labour market; • skills training for off-farm employment such as tailoring and weaving, small machine repair shops and spare parts shops (pushbikes, motorbikes, power tillers); small goods shops; marketing - buying and selling local produce; processing of locally produced produce; employment on the NPVFA; employment in NT2 project facilities (guards, gardeners, boatmen); taxi and boat taxi drivers; other services related to tourism and construction related unskilled and semi-skilled labour); and • skills training for targeted non-agricultural expertise (for example equipment maintenance and operation). <p>An agronomist will be available to or employed by the RMU, supplemented by village level extension workers who will be employed at the rate of about 1:100 households during the first five (5) years. They will have at least a Diploma level training in agriculture including livestock and will be based in the villages and provided with housing.</p>				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
10.5 Provide other livelihood equipment				
10.5.1 The RMU, with assistance from the RO, will provide the livelihood equipment referred to in section 4 of the Plateau Resettlers' Entitlements Table (clause 15.1(a)). The equipment will be fit for purpose and of good quality, taking into account its intended use. Provision of livelihood equipment should be based on Resettlers' choice of livelihood activities expressed during the Resettlement Implementation Period. The ratios are indicative and equipment may be distributed on a village basis if Resettlers will not be disadvantaged.	X	XL	Included in Company's General Operating Budget (item (S)- Limited by Scope)	Financial Close + 12 months – End of Resettlement Implementation Period
10.6 Hand over community forest				
10.6.1 The GOL will hand over the community forest to the Nakai Forest Association after the Association has been established, and the Forest Management Plan has been prepared by the Company and approved by the GOL and the forest management contract has been signed as provided in clause 9.7.		X	Included in general RMU funding (item (F) – Limited by Cost)	Financial Close
10.7 Reservoir management				
10.7.1 The RMU shall be responsible for the establishment and operation of a reservoir coordination and management unit as provided in clause 4.3(a)(xvi).		X	\$150,000 to be provided by the Company	Financial Close + 12 months – End of Resettlement Implementation Period

11 Community Development: Planning Stage

Summary of resettlement activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
11.1 Set up Village Resettlement Committee in each village				
11.1.1 Each village will appoint its own Village Resettlement Committee (VRC) comprising men and women selected on a consensus basis to represent village interests. Each VRC will act under the supervision of the relevant DRWG and will receive special training for its assigned tasks.		X	Included in general RMU funding (item (F) – Limited by Cost)	Completed
11.2 Develop a training program for the RMU, District Resettlement Working Groups and Village Resettlement Committees				
11.2.1 The Company, with assistance from the RMU is responsible for carrying out a training needs assessment (with technical assistance) for the enhancement of organisational capacity within the RMU, DRWGs and VRCs to carry out their respective obligations during the Resettlement Process and, without limitation, to: <ul style="list-style-type: none"> • improve planning processes; • assist the Resettlers in adjustment and rehabilitation; and • enhance performance of their respective responsibilities during the Resettlement Process. RMU staff will be trained (under the technical assistance program) to ensure that they have: <ul style="list-style-type: none"> • a clear understanding of the NT2 Resettlement Policy, the entitlements of Project Affected Persons and familiarity with relevant sections of the Social Development Plan; • knowledge of the steps and skills required during the Resettlement Planning Period and the Resettlement Implementation Period and the relevant obligations, including in undertaking social surveys and an understanding of women in development; • the basic capacity to organise District Resettlement Working Groups and Village Resettlement Committees to carry out the resettlement implementation activities, including skills in facilitating community participation; and • the management skills for allocating resettlement tasks and funds, and carrying out 	XL	X	Included in general RMU funding (item (F) – Limited by Cost)	January 2002 – Financial Close + 24 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>effective supervision, monitoring and evaluation through training in:</p> <ul style="list-style-type: none"> • <i>project management;</i> • quality management and control; and • finance and accounting. <p>The organisational capacity of the District Resettlement Working Groups and the Village Resettlement Committees shall also be strengthened through appropriate training, including to facilitate a clear understanding of the Resettlement Objectives, the Resettlement Process, entitlements of Project Affected Persons and livelihood and community development.</p> <p>The RMU will also coordinate for members of the Resettlement Committee and managers of the RMU:</p> <ul style="list-style-type: none"> • policy workshops to develop national resettlement policy and regulations for the Project and focus on the process of resettlement planning; and • international study tours to witness and learn from experiences of other countries in resettlement. <p>RMU and district staff will also work alongside specialists for on-the-job training, technology transfer and skills development.</p> <p>Staff from District Resettlement Working Groups, Village Resettlement Committees and Project Affected Persons will also receive on-the-job training through participation in agricultural field tests and forestry training conducted by consultants under contract to the RMU.</p>				
11.3 Pre-relocation activities plan				
<p>11.3.1 Pre-relocation activities plan shall include meetings and workshops with villages to discuss and arrange such item as:</p> <ul style="list-style-type: none"> • relocation schedule including potential villager constraints; • relocation methods to be used by the RMU; • prior visits to new village site and house plot; • methods and timing of new house plot development; • special assistance required for vulnerable households; 	X	XL	Included in general RMU funding (item (F) – Limited by Cost)	Pre Financial Close – Financial Close + 24 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • methods to dismantle old house and transportation of useable materials; • relocation of livestock; • new schooling arrangements; • rituals to be observed; • health concerns; • early training for new livelihood activities; • purpose and payment method/ timing of per capita disturbance allowance; and • other activities to assist villagers in preparing for the move. 				
11.4 Community development plan				
<p>11.4.1 The RMU, with assistance from the Company shall develop a community development plan, incorporating:</p> <ul style="list-style-type: none"> • coordination of the pilot village activities on behalf of the Resettlers; • establishment of the framework for community management of the forestry and fisheries resources; • establishment of the organisational structure for managing the resources; • training of the key village level officials in their respective responsibilities; • provision for ensuring that workable income sharing arrangements are made; • development of procedures to identify and support vulnerable households; and • monitoring and evaluation of progress. <p>The community development plan will:</p> <ul style="list-style-type: none"> • raise awareness of community organisations; • form village level community groups; 	X	XL	Included in Company's General Operating Budget (item (T)- Limited by Cost)	Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • identify and support community economic activities; • involve both men and women in activities; • organise extension programmes through village level groups; • mobilise community groups for special activities; and • train office bearers for community organisations. 				
11.5 Consult the villages on community development plan				
11.5.1 RMU to consult with villages on community development plan.		X	Included in general RMU funding (item F – Limited by Cost)	Pre Financial Close – Financial Close + 24 months

12 Community Development: Implementation Stage

Summary of resettlement activities for this stage and the responsible party

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
12.1 Regional Health Program				
<p>12.1.1 Health impact assessment and public health action plans</p> <p>The Company has carried out a health impact assessment (HIA) process, consistent with materials published by the World Bank, the World Commission on Dams and HIA models used by national governments of Australia, Great Britain and Canada and utilising a risk rating system consistent with WHO models.</p> <p>The Company has ensured that the HIA meets the following objectives and deals with all areas potentially impacted by the Project (including the Construction Area, the Resettlement Area and Downstream Areas):</p> <ul style="list-style-type: none"> • to establish a baseline of existing health conditions in the Project Area using already available information from existing surveys; • to evaluate the potential health impacts on individuals, populations and communities influenced by the Project; • to employ available means for assessment of health impacts where impacts can be neutral, positive or negative; • to provide a formal mechanism that involves and engages the relevant stakeholders to ensure appropriate discussions directed towards the prevention and mitigation of negative effects on health; and • to provide a basis for development of formal mitigation action plans. <p>The Company, in collaboration with the GOL, the Ministry of Health, provincial and district authorities, relevant public health stakeholders (non government organisations and mass organisations) must ensure that a public health action plan (including the Regional health program and the Resettlers' health program) is prepared to ensure that anticipated potentially adverse effects of the Project are avoided or mitigated, potentially positive effects are enhanced and that the probability of sustainable development is increased.</p>	X	XL	Included in Company's General Operating Budget (item (N) - Limited by Cost)	Jan 02 – Financial Close + 6 months

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>Implementation of the activities of the public health action plan, where possible, shall be primarily through GOL public health institutions and the Company shall be responsible for funding measures (within the Limited by Cost budget) to improve the capacity of these institutions and to ensure that the services are financially accessible to local populations. The parties will also involve national health program departments at central level, mass organisations, civil society and training institutions for activities such as training, social marketing and health promotion.</p> <p>The Company will ensure that the public health action plan:</p> <ul style="list-style-type: none"> • emphasizes the improvement of the public health institutions through the provision of support for human capacity building, development of management systems, infrastructure, equipment, transport, medicine and medical supplies, operational costs and technical assistance; • sets out specific programs and activities to prevent and mitigate the possible consequences of the following environmental health issues for the local population as identified by the HIA: <ul style="list-style-type: none"> - Respiratory diseases; - Vector- related and pest borne diseases; - Sexually Transmitted Infections (STIs) and HIV/ AIDs; - Soil and water borne disease; - Food and nutrition related issues; - Road Traffic Accidents and injuries; - Chemical exposures and poisoning; - Psychosocial; and - Cultural health practices; and • contains a detailed plan for technical assistance to be provided to the public health institutions, based on a training needs assessment. <p>Institutional arrangements</p> <p>The parties will ensure that the following institutional arrangements are developed and</p>				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>implemented:</p> <ul style="list-style-type: none"> • a project management unit (comprising representation from Khammoune Province and the Company) to assume planning, coordination, management and supervision of the public health action plan; • process to ensure routine collaboration between the regional health program and the Resettlers' health program during planning, implementation and evaluation to ensure consistency, cost-efficiency and to avoid duplication; and • regular coordination with the management of Project Staff Health Plan for overlapping public health issues. <p>The Company must submit the public health action plan for GOL approval (such approval not to be unreasonably withheld or delayed) at least two (2) months prior to implementation.</p> <p>The parties agree to develop and implement a surveillance and monitoring program for the public health action plan:</p> <ul style="list-style-type: none"> • to confirm the indicators to be monitored and analysed throughout the period of implementation of the public health action plan; • to measure and improve the efficacy of the public health action plan in responding to, and preventing adverse public health impacts; • to develop and implement an effective infectious disease detection system and outbreak preparedness; • to measure the general public health status of the local population in areas impacted by the Project (both through public health mechanisms and through the Company's community based monitoring program); and • to identify areas that may require adjustment or rectification. <p>The parties agree to meet on an annual basis (with participation of implementing agencies as required) to discuss the results of the monitoring program and to take those results into account in preparing the budget and implementation program for the next year, having regard to the overall objectives of the programs.</p> <p>The specific requirements for the regional health program are set out in this clause 8.10 and the requirements for the Resettlers' health program are set out in clause 12.1.</p>				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>12.1.2 Developing regional health</p> <p>The Company, with assistance from the GOL must develop a regional health program with the objectives of preventing and/or mitigating the effects of construction and of operation of the NT2 Project on the local population including:</p> <ul style="list-style-type: none"> • preventing or mitigating effects of the population influx (workers and camp followers) on the local population; • preventing or mitigating significant adverse health effects resulting from changes of water levels and flows; • improving the health situation of the local population, with particular attention to those in the Downstream Area; and • building the capacity of the public health institutions for addressing their target population's needs. <p>The Company will ensure that the program addresses the areas likely to be affected by the Project (including those villages in the vicinity of the Downstream Channel and the Nam Kathang River, the Xe Bang Fai River, the transportation corridors (eg roads, bridges, airstrips and associated villages and communities), camp followers and Construction Work camps and that it focuses on the areas where the risks of adverse health effects are highest (predicted as at the date of the Concession Agreement to be the districts of Nakai, Gnommalath and Mahaxai).</p> <p>Activities under the regional health program would follow GOL national and provincial policies and targets, for example, potable water supply, the EPI programme and malaria control. The objective of this approach will be to eventually combine health care activities with the GOL provincial and countrywide programmes. To achieve this long term plan it will be necessary, at province, district and village levels to:</p> <ul style="list-style-type: none"> • inform and educate communities on endemic diseases, control programmes and correct health care measures which can be individually carried out; 				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • ensure availability of essential drugs under the MOH arrangements for all institutions; • train and transfer appropriate technology among health workers and practitioners; • provide support to disease control programmes including their supervision; and • ensure the timely monitoring of health status and health services implementation. <p>The Regional Health Program will undergo a preparation phase prior to Financial Close to put in place required infrastructure and equipment and to develop the necessary health professional skills. They are:</p> <ol style="list-style-type: none"> 1. Prevention and information re sexually transmitted diseases and road safety 2. Setting up an appropriate epidemiological surveillance system 3. Collecting complementary basic health data for base line information (Database of studies already conducted) 4. Surveying traditional medical practices on the Plateau – Plans to study the medicinal plants used by local people 5. Training of health staff in emergency medicine skills 6. Road safety program – review and advice from RTA consultant as emergency response 				
<p>12.1.3 Disease Control Program Support</p> <p>Support to disease control programmes will be through the:</p> <ul style="list-style-type: none"> • provision of technical support; • availability of essential drugs and other supplies necessary to the programme as per MOH programme and procedures; • collaborative support in programme implementation; • development and production of health information materials; and • assistance with evaluation and analysis of data. <p>Much will depend on the standard of the available health and volunteer personnel and the levels of expertise required for monitoring, and other activities. These should be upgraded through in-</p>	X	XL	Included in Company's General Operating Budget (item (N) - Limited by Cost)	Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>service and other forms of training and improved methods of supervision.</p> <p>As with Ministries and other government departments, activities will be in collaboration and co-ordination with other influential and involved groups such as the Lao Women's Union and non governmental organisations active in the area.</p> <p>Traditional medicine practices will be respected, especially those based on herbal medicines that may be found on the Nakai Plateau. The project will assist in identifying commonly used medicinal plants and take measures to relocate them appropriately.</p> <p>For sustainability, culturally sensitive and acceptable methods will be used in developing supplementary feeding programs for pregnant women and pre school children.</p> <p>The Regional Health Program will be divided into two components:</p> <ul style="list-style-type: none"> the Construction Phase, focussing on the adverse impacts of construction, construction-related activities, construction workers and camp followers; and the first five (5) years of the Operating Phase (focussing on monitoring and mitigation of possible adverse health impacts resulting from changes in water levels and qualities and other assistance as required to meet the objectives of the regional health program). <p>The program will be reviewed by the parties after the first four (4) years to evaluate effectiveness and make any necessary adjustments to ensure the achievement of the programs' objectives.</p>				
<p>12.1.4 International Training and Study Tours</p> <p>Health workers' skills will be strengthened through programmes which provide opportunities for individual and collective training through international training and study tours as required.</p>	X	XL	Included in Company's General Operating Budget (item (N) - Limited by Cost)	Financial Close – End of Resettlement Implementation Period
<p>12.1.5 Technical Consultants and Logistics Support</p> <p>The GOL will procure technical consultants and logistics support to assist in developing the program described under clause 12.1 above. This will also incorporate:</p> <ul style="list-style-type: none"> locally organised training; the development of teaching and job aids; and 	X	XL	Included in Company's General Operating Budget (item (N) - Limited by Cost)	Financial Close – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> the strengthening of supervision of health services at all levels. 				
12.2 Resettlers' health program				
<p>12.2.1 The Company, with assistance from the GOL must develop a Resettlers' Health Program with the objectives of:</p> <ul style="list-style-type: none"> preventing or mitigating the effects of the Resettlement Process on the Resettlers; assisting Resettlers to make the best use of their new environment (use of sanitary conditions and other modern facilities will be a joint program between RMU and the Public Health Action Plan); making the best use of local health services enabling improvement in the health situation of the Resettlers; and building the capacity of the public health institutions for addressing the Resettlers' health needs. <p>The program will be geographically limited to Nakai District.</p> <p>Implementation of the health program will continuously monitor the health status of the population using indicators that will help in the evaluation of overall health of the population. The process will provide information of the state of health of the individuals and the population, indicating improvement or deterioration in the health status of the population over time.</p> <p>Health services provided to the Resettlers will be in line with other government health facilities. The parties may engage mass organisations and non government organisations acceptable to the GOL and the Company to assist with implementation of the program.</p> <p>Provision of medical services (including health checks) will be provided free of charge for the period of three years after relocation. For the period from three to six years after relocation, the Company will subsidize 50% of the medical services, after which medical services will be charged at the rate applicable in the rest of the country (except for poor families identified by Village Resettlement Committees, who shall continue to be eligible for free medical services). The parties agree to set up an equity fund to enable poor families to continue to access free medical services after the initial three (3) year period (using contingency funds to be provided by the Company), with eligibility and terms of access to be agreed upon by the parties at least 6 months prior to the expiry of that three (3) year period.</p>		XL	Included in the Company's General Operating Budget (item (U)- Limited by Cost)	Financial Close – 6 months – End of Resettlement Implementation Period

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<p>In addition to regular health service provision through assigned services in the area, persons or groups of people claiming to suffer from an illness as a direct consequence of the Project will be treated at the expense of the Company, if eligibility is established. Eligibility for treatment at the Company's expense will be considered by an independent professional (and recorded in writing). Resettlers will have the right to pursue the matter in accordance with the Grievance Procedure if they do not agree with the independent professional's decision.</p> <p>The health programme will follow GOL national and provincial policies and targets and, in the long term, combine health care activities with the GOL provincial and country-wide programs. In the short term, province, district and village levels shall coordinate to:</p> <ul style="list-style-type: none"> • facilitate and strengthen all national health programs that are in place for curative care, malaria, dengue, tuberculosis, sexual transmitted infections, HIV/AIDS, soil transmitted helminths and other parasites, expanded program of immunisation, maternal and child health including nutrition and micronutrients, sanitation, clean water supplies, utilisation of iodised salt where appropriate, and vitamin A supplementation; • inform communities on endemic diseases, control programmes and health care measures which can be individually carried out; • ensure availability of essential drugs; • train and transfer appropriate technology among health workers and practitioners; • provide support to disease control programmes including their supervision; • ensure the timely monitoring of health status and health services implementation; and • ensure the strengthening skills of health and volunteer personnel. <p>Health workers' skills will be further strengthened through Project-assisted programmes which:</p> <ul style="list-style-type: none"> • where appropriate, provide opportunities for individuals and collective training through national and international training programs; and • strengthen supervision at all levels. <p>Support to national disease control programmes in collaboration with GOL will be provided in the Resettlement Area through the:</p> <ul style="list-style-type: none"> • provision of technical support; 				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
<ul style="list-style-type: none"> • availability of essential drugs and other supplies necessary to the programme; • support in programme implementation; • strengthening of health information systems; • assistance with evaluation and analysis of data; and • In the area of HIV/AIDS, free testing and pre and post testing counselling for HIV will be provided through the Provincial Health Department. Treatment and advice for HIV+ people will be arranged by the Company. <p>In the rapidly changing HIV epidemic, changes are bound to occur over time, both in the drugs used for the treatment and their cost. Mid term review of the program will be another opportunity to review decisions considering the situation at that time.</p> <p>The Resettlers Health Program will undergo a preparation phase prior to Financial Close to put in place required infrastructure and equipment and to develop the necessary health professional skills. They are:</p> <ol style="list-style-type: none"> 1. Prevention and information re sexually transmitted diseases and road safety 2. Setting up an appropriate epidemiological surveillance system 3. Collecting complementary basic health data for base line information (Database of studies already conducted) 4. Surveying traditional medical practices on the Plateau – Plans to study the medicinal plants used by local people 5. Training of health staff in emergency medicine skills 6. Road safety program – review and advice from RTA consultant as emergency response. 				
<p>12.2.2 Health Education</p> <p>The RMU in collaboration with public health team shall implement a health education program that will encourage and train the Resettlers to correctly maintain the water supply and sanitation facilities.</p> <p>The RMU shall ensure that the water is monitored and regular inspection is made of the water supply systems to check for contamination.</p>				

Activities	Responsible Party		Budget Item and Description	Time Schedule Starting Date/ Completion Date
	Company (RO)	GOL (RMU)		
Where contamination is found, the RMU shall inform the RO and the RO shall implement corrective measures as required to address the contamination.				
12.3 Provide income support and employment opportunities				
12.3.1 The RMU shall coordinate the provision of income support incorporating the following key principles: <ul style="list-style-type: none"> households having no male working members and with old or infirm adults will receive income supplements from the forestry resource dividend fund established by the Nakai Plateau Forestry Association; and 	X	XL	Included in general RMU funding (item (F) – Limited by Cost)	Financial Close + 6 months – End of Resettlement Implementation Period
<ul style="list-style-type: none"> during the Resettlement Implementation Period, the Company will provide to the RMU (for distribution in accordance with regulations made under the NT2 Resettlement Policy) rice and protein supplements for vulnerable households through the rice bank modality until they attain and sustain the Household Income Target. 	X		Included in the Company's General Operating Budget (item (T)- Limited by Scope)	Financial Close – End of Resettlement Implementation Period
12.3.2 The RMU shall arrange for the provision and distribution of the transitional income support.		X	Included in general RMU funding (item (F) – Limited by Cost)	Financial Close – End of Resettlement Implementation Period
12.3.3 The Company will use its reasonable endeavours to ensure that Resettlers shall have the opportunity to participate in employment activities. The Company has estimated that approximately 1500 person years of labour will be available to Resettlers during the Construction Phase and approximately 100 jobs will be available to Resettlers during the Operating Phase in activities such as floating log removal from the Reservoir and general outdoor maintenance.	X		Included in the Company's Operating Budget.	Financial Close – End of Resettlement Implementation Period

13. Resettlement Activities in Project Land Areas

13.1 Preparation of detailed resettlement plans for Project Lands

- (a) The Company is required to prepare a Baseline Study prior to carrying out Construction Works on the Project Lands in accordance with clause 10.1(i) of the Concession Agreement. This Baseline Study will identify and register land and assets, and the size, nature and productivity of such land and assets, both private and community assets, that are on Project Lands or may be otherwise impacted by the Project.
- (b) Following the Baseline Study, the Company and the GOL will consult with all Project Affected Persons (on a household by household basis) to update the existing Resettlement Plan for Project Lands and the compensation measures within it, which may be cash, replacement of their lost land or assets or restoration of the lost livelihood or income, as provided in the entitlements table in clause 15.2.
- (c) The Company's exact requirements for Project Lands will be identified at or around the time of Financial Close after which time the Company will finalise the compensation agreements for Project Affected Persons (on a household by household basis). The Company must consolidate the individual compensation agreements into an updated resettlement plan for contiguous areas of impact and/or compensation, and submit the updated resettlement plans to the Resettlement Committee at least fifteen (15) days prior to the proposed commencement of implementation, and obtain a no-objection from the Resettlement Committee prior to implementation of these updated resettlement plans. In considering whether it will give a no-objection to the updated resettlement plans, the Resettlement Committee will have regard to any input that the World Bank and the Asian Development Bank may wish to propose. If the Resettlement Committee does not respond within thirty (30) days, then the no-objection will be deemed to be given.
- (d) The Company shall ensure that compensation in the form of cash and replacement housing applicable to each household is provided to each affected household and that compensation payment and relocation is satisfactorily completed prior to the handover of land to the Company in accordance with the updated resettlement plans.
- (e) The Company shall ensure that compensation in the form of livelihood restoration is provided to eligible Project Affected Persons prior to hand over of land where reasonably possible.
- (f) Notwithstanding paragraphs (d) and (e), if there are Project Affected Persons who experience negative impacts from the Project or hand over their land prior to provision of the applicable compensation, the Company shall provide interim compensation, based on a reasonable estimate of the losses incurred (such compensation to be adequate to support the Project Affected Person until final compensation is provided), plus a cash disturbance allowance. This paragraph (g) does not in any way limit such Project Affected Persons' entitlement to compensation under this Part 1 of Schedule 4.
- (g) The Company agrees that it will prepare the updated resettlement plans in accordance with applicable World Bank and Asian Development Bank Safeguard Policies and in consultation with GOL and the Project Affected Persons and/or

Project affected villages in question.

- (h) Without limiting paragraph (g), the Company agrees to give special consideration to ethnic minorities in formulating the resettlement plans, including by ensuring that:
- (i) compensation is to include all types of land usage, including rotating swidden fields presently under cultivation and those fields that are lying fallow;
 - (ii) compensation is to include all losses of production on all affected land, including lands without documentation;
 - (iii) religious sites are avoided where possible and where other alternatives are available;
 - (iv) detailed consultations are undertaken with religious leaders and ritual specialists in relation to possible impacts on gravesites and religious structures as well as physical cultural resources;
 - (v) mitigation measures for indirect impacts from the transportation corridor (such as HIV/Aids, traffic safety, trafficking and wildlife trading) are also included.
- (i) Each resettlement plan shall be reviewed and approved by the Resettlement Committee prior to implementation, with the benefit of such advice as the World Bank and the Asian Development Bank may wish to propose, and the parties agree that the minimum requirements for compensation for Project Affected Persons shall be as specified in clause 15.2.

13.2 Physical Cultural Resources

- (a) Item 27(a) of clause 9 of Schedule 4 Part 2 details the Company's obligations to conduct and survey all physical cultural resources located in or around Project Lands.
- (b) Following this survey, the RMU, with the assistance of the RO, will undertake consultations with villages which have physical cultural resources in and around the Project Lands in order to:
 - (i) for physical cultural resources in Project Lands, develop culturally sensitive mitigation plans whereby the physical cultural resource is either moved to a new location, or remains in situ following appropriate rituals.
 - (ii) for PCRs around Project Lands, develop community mechanisms to protect the integrity of these PCRs during the construction period
- (c) for chance find PCRs (those not identified during surveys and consultations the RO will ensure that the HC follows the required HC PCR Plan.

13.3 Construction Phase Social and Camp Follower Managements

The Company will provide technical and financial assistance (Limited by Cost) to relevant GOL agencies to ensure that the development in and around construction sites and workers camps is orderly and of limited negative impact, including support to:

- (a) maintenance of personal and property security;
- (b) control of traffic and of traffic hazards;
- (c) maintenance of culturally appropriate and orderly social behaviour;

- (d) control and monitoring of human trafficking including assistance to a population management and security taskforce, proactive monitoring of trafficking, community focused awareness raising activities, reducing demand in the local area and law enforcement;
- (e) development of the urban area in a planned and orderly manner; and
- (f) provision and maintenance (for the period of construction of the Project) of adequate domestic water, sanitation and waste disposal facilities and services.

13.4 Overview of implementation arrangements

The GOL through the RMU, with assistance from the Company shall be responsible for effecting compensation to the Project Affected Persons residing in, or deriving income from, the Project Lands.

14 Grievance Procedure

14.1 Purpose of Grievance Procedure

The purpose of the Grievance Procedure shall be to allow Project Affected Persons and persons who believe they are Project Affected Persons to seek satisfactory resolution to grievances they may have in relation to the Resettlement Process and to ensure that:

- (a) the basic rights and interests of Project Affected Persons are protected;
- (b) the concerns of Project Affected Persons arising from the Resettlement Process are adequately addressed; and
- (c) entitlements of Project Affected Persons are provided on time and in accordance with the Concession Agreement.

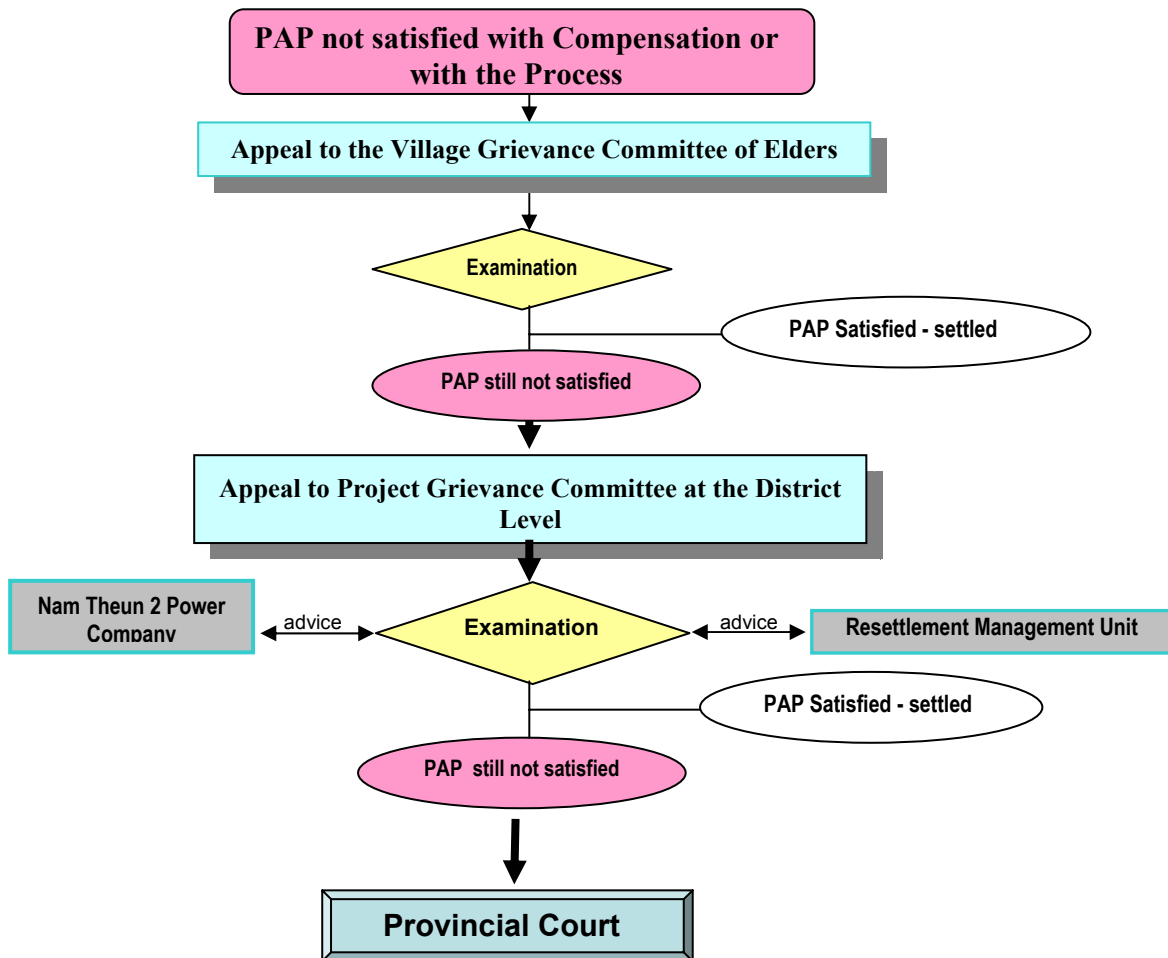
14.2 Access to the Grievance Procedure

The GOL agrees to ensure that Project Affected Persons shall be aware of their rights to access and shall have access to the Grievance Procedure free of charge for the above purposes.

The GOL will engage, at the expense of the Company, an NGO acceptable to the parties, for Project Affected Persons to consult and seek assistance from, in preparation of their claim.

14.3 Structure of Grievance Procedure

The Grievance Procedure shall comprise two (2) steps described in clauses 14.4 to 14.7 below and as illustrated here.



14.4 Step 1 of Grievance Procedure: Village Resettlement Committee

- (a) A Project Affected Person wishing to make a claim (a “**Claimant**”) must first make a claim to his or her Village Resettlement Committee.
- (b) The claim may be made orally or in writing, and should include brief details of the grievance, including:
 - (i) the factual background;
 - (ii) the issues; and
 - (iii) the Claimant’s position on these issues.
- (c) The Village Resettlement Committee must:
 - (i) review the claim within the context of existing policy, regulations, procedures and entitlements for Project Affected Persons as provided for in the Concession Agreement and relevant implementing plans;
 - (ii) not award compensation that exceeds the budget set by the Resettlement Committee for the purpose;
 - (iii) respond within fifteen (15) days of receipt of the claim; and
 - (iv) inform the Claimant of his or her right to take the claim to the District Grievance Committee for review and decision.
- (d) The GOL, through the RMU, shall promptly inform the Company, through the

RO, of:

- (i) any claim raised at this level within ten (10) days after the claim is first received; and
- (ii) the final resolution of each claim resolved at this level.

14.5 Step 2 of the Grievance Procedure: Grievance Committee

- (a) If the Claimant is not satisfied with the decision of the Village Resettlement Committee, he may submit the claim to the committee established at district level by the Resettlement Committee for the purpose of resolving grievances (“**Grievance Committee**”).
- (b) Upon receipt of the claim, the Grievance Committee may carry out its own investigations and arrange meetings with responsible agencies (such as the RMU and the RO), as appropriate.
- (c) The Grievance Committee must:
 - (i) make a decision within fifteen (15) days of receipt of the claim;
 - (ii) inform the Claimant and the RMU of the decision; and
 - (iii) provide reasons for the decision.
- (d) The findings of the Grievance Committee are binding on the RMU and the RO.
- (e) The Grievance Committee must maintain a public record of all claims received from Project Affected Persons and the decisions made by the Grievance Committee.
- (f) A decision from the Grievance Committee may be appealed to the Lao PDR Courts in accordance with Lao PDR Law.
- (g) The GOL, through the RMU, shall promptly inform the Company, through the RO, of:
 - (i) any claim raised at this level within ten (10) days after the claim is first received; and
 - (ii) the final resolution of each claim at this level.

14.6 Funding for compensation made pursuant to the Grievance Procedure

Any compensation payments made as a result of the Grievance Procedure shall be funded from the appropriate budget item of this Part or, if needed, from the contingency budget (Budget item (C) of Clause 16).

15. Entitlements of Project Affected Persons

15.1 Plateau Resettlers' Entitlements

(a) Compensation and rehabilitation measures for Resettlers

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
1. Permanent Loss of Land		
1.1: Permanent loss of agricultural land	<p>All persons who will lose agricultural lands due to the inundation of the Nakai Reservoir/</p> <p>Persons and households in August 2003 census and their natural growth (including children in registered households who may have formed new families after initial census date, but excluding relatives of a spouse who previously resided outside the area)</p> <p>Persons later accepted for inclusion by Grievance Committee under Grievance Procedure</p>	<ul style="list-style-type: none"> • Provision of 0.66 ha of cleared and irrigated land per household, of which at least 0.16 ha is developed and can be used for paddy rice production. • Subject to rainfed agriculture and pastoral systems being ecologically sustainable and productive, additional land in the Resettlement Area may be developed as agricultural and grazing land, and allocated to Resettlement households and their descendants, following participatory land and forest use planning processes. • Subject to drawdown zone agricultural systems being ecologically sustainable and productive, additional land in drawdown zone may be developed as agricultural and grazing land, and allocated to Resettler households and their descendants, following participatory land and forest use planning processes. • Land above to be provided with survey, and joint land title to husband and wife. • Land clearance and development, including stump removal and terracing, depending on Resettler preference, either: (a) land to be cleared and prepared for cultivation by the Company, or (b) land to be cleared and prepared for cultivation by owner/Resettler, with owner/Resettler labour paid by the Company. • People who currently cultivate paddy land will be eligible for cash or in-kind compensation other than paddy land (by agreement between the RMU and the Resettler) equivalent to five (5) years' gross productivity (calculated by reference to yield over the previous three (3) years during the Socio-Economic Baseline Survey being undertaken under clause 5.2(c)). • Perimeter of village agricultural land area to be fenced (labour, barbed wire, fence posts etc) by the Company. Individual plots to be fenced by Resettler, if so chosen, with barbed wire and cement key-posts posts supplied by the Company. • Irrigated Agricultural land to be surveyed for UXOs and rendered safe.
1.2 Permanent loss of residential and non-agricultural land	Resettlers or Resettler Households	<ul style="list-style-type: none"> • Residential land equivalent to the greater of (1) at least 600m² (indicatively 20m x 30m) plot for the construction of new timber house and surrounding garden, or (2) the area of housing land lost. • Households with 7 or more persons containing two families have the option to have two house plots. • Provision of land will be on the designated planned resettlement village site, service by all-weather roads, electricity and drainage. • Land above to be provided with survey, and joint land title to husband and wife. • Housing land, and whole village urban area, to be surveyed for UXOs and rendered safe.

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
1.3 Permanent loss of business / commercial land	Documented owners or non-renting occupant Resettlers or Resettler households	<p>Compensation with replacement land on a fully serviced resettlement site, or in cash, as below:</p> <ul style="list-style-type: none"> • Resettlers who prefer replacement business land, will be provided with replacement land of <u>at least</u> equal size and amenity to the affected land in a location on the designated resettlement site with comparable commercial advantage. In this case no cash will be paid, but provision of new land. • Such replacement land will be provided with access to a road, of at least equal amenity to the current access. The Resettler will also be provided with access to electricity to the building or structure. • Land provided with survey, and joint title to husband and wife. • Land to be cleared and prepared for construction and by owner, with own labour paid. <p>For Resettlers who prefer cash compensation, the Project will pay for the land at its replacement value as estimated by the local market value of the year in which compensation is paid in a similar situation of a non-affected village in the same District.</p>
2. Loss of House and other fixed assets		
2.1: Permanent loss of House	<p>Resettler households.</p> <p>All households whose house will be affected by inundation of the Nakai reservoir</p> <p>Households living in Ban PhonPhanBaek as of August 2003 Census</p>	<ul style="list-style-type: none"> • The labour cost associated with the dismantling of existing house. • Transportation of dismantled housing materials to new house lot or associated cost (noting that these old materials, however, are not considered as materials to make up the minimum house standard). • Provision of all new materials for construction of new house with the following minimum standard, subject to incorporation of village preferences: concrete or hardwood for support posts/columns, hardwood for all floor construction, wood products (excluding for the avoidance of doubt, bamboo) for wall construction and corrugated sheet metal for roofing (with hardwood roof structure). • At the discretion of the Resettler household, materials from the dismantled house can be used to construct the house of minimum standard, or, added on to the house of minimum standard, where such addition (construction) is at the Resettlers own costs, and preferably undertaken after construction of the new house. • Construction of, or assistance with construction of new house in which cash labour contribution of the Resettler is paid by the Company. • House design to be finalised in consultation with, and in consideration of the preferences of, each Resettler. House design to be approved by the village and the RC (on a village basis), with the possibility for further improvements during the construction phase which do not affect the BoQ of the agreed design, and as reasonably accepted by the builder. • House to be constructed in location acceptable to owner/Resettler. • Minimum housing area to be the greater of (1) existing area, or (2) 14m² of construction area per person; or (3) 42m². • Households with 7 or more persons containing two families have the option to have two houses. • Construction of toilet-bathroom (one per family - approximately 3m x 3m). Minimum standard: concrete flooring, wooden wall, corrugated iron roof and ceramic pour flush plate toilet, water jar for toilet, and

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		<p>appropriate septic tank.</p> <ul style="list-style-type: none"> • Good quality year-round domestic water supply (in accordance with national standards), at a minimum of 1 outlet per five houses for the duration of the Resettlement Implementation Period. • Adequate drainage facilities are to be provided. • Standard electricity supply to each house, and installation of electrical wiring and appropriate safety devices in each house, and at least one (1) power point and one (1) light fixture per designed room. • Granary (one per family - 4m²): To be constructed with wooden flooring, hardwood structure and sheet metal roofing.
2.2 Permanent loss of business/ commercial structure	Owner or non-tenant occupant affected by reservoir inundation	<ul style="list-style-type: none"> • The labour cost associated with the dismantling of existing business / commercial structure. • Transportation of dismantled structure materials to new business lot or associated cost (which is not however considered as materials to make up the minimum business/commercial structure standard). • Provision of new materials for construction of new structure of equal size and amenity to the old one. • Construction of, or assistance with construction of new structure or equivalent labour cost paid, with Resettlers to be given every opportunity to be involved in the construction of their structure in order to facilitate a flexible design process (to reflect Resettler preferences for design) and to ensure Resettler feelings of ownership and belonging. • Structure to be constructed in a location of comparable commercial advantage to the former location, and acceptable to owner. • Structure design to be approved by the village and the RC, with such improvements as are developed during the construction phase and with modifications reasonably accepted by the owner/occupant.
2.3 Permanent loss of physical cultural resources	Resettler village, or Resettlers households	<p>Village monasteries, temples, stupas, spirit houses, and historical artefacts will be dismantled, transported to, and reconstructed in, new village sites; or New buildings of at least a similar dimensions and components and construction materials will be constructed.</p> <p>Consultations and negotiations will be carried out to determine culturally acceptable method of dismantling, relocation and reconstruction at nominated sites.</p> <p>Grave sites will be the subject of special consultation to determine the best way to deal with them in a culturally acceptable manner, which may include (a) relocation or (b) appropriate ceremonies to resolve remaining in-situ. Special consideration will be given to grave sites in the drawdown zone.</p>
3. Loss of standing crops or trees, other productive assets		
3.1 Fruit Trees	Owner or person with customary right to harvest	<p>Cash Compensation for fruit trees according to the type, age and productivity, as follows:</p> <ul style="list-style-type: none"> (a) If the affected trees are young and have not started bearing fruits, a lump-sum amount to cover for the maintenance and rearing of trees. (b) In case the tree has already started bearing fruits, the annual productive value should be determined, and the compensation equivalent to five years of annual production value. <p>Note: the distribution of this compensation does not interfere with the</p>

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		Resettler also receiving full entitlements to new fruit tree seedlings.
3.2 Timber trees	Owner or person who has planted or inherited planted timber trees	Compensation will be based on the NPV of the trees.
3.3 Garden and field crops	Owner of the crops or person with customary right to harvest	Compensation will not be necessary as relocation will be timed to enable Resettlers to harvest their crops before relocation.
4. Loss of Livelihood	<p>General principles.</p> <p>Access to livelihood programs, the objective being to ensure that Resettlers derive a reliable income by engaging in activities that are within their capacity, taking into account the availability of resources and the type of enterprises that they are already engaged in.</p> <p>Access to technical training and suitably trained livelihood extension staff to directly support the adoption of their new livelihoods.</p> <p>Access to skills training for off-farm employment such as tailoring and weaving, small machine repair shops and spare parts shops (pushbikes, motorbikes, power tillers), small goods shops; marketing - buying and selling local produce; processing of locally produced produce; employment in NT2 project facilities (guards, gardeners, boatmen); taxi and boat taxi drivers; other services related to tourism and construction related unskilled and semi-skilled labour).</p>	
4.1 Agricultural livelihood	<p>Resettlers</p> <p>All households whose agricultural lands are impacted by the inundation of the Nakai reservoir</p>	<p>Agricultural development program</p> <ul style="list-style-type: none"> • Participation in Agriculture Development Program • Access to training on new farming techniques and all other training provided under the program • Agricultural advice until the end of the Resettlement Implementation Period <p>Provision of inputs</p> <p>(to be adequate quantities consistent with agricultural extension advice)</p> <ul style="list-style-type: none"> • Rice, Field crop, Vegetable, and Herb and Spice Seeds • Forage crop seeds • Fruit tree seedlings • Crushed limestone • Organic fertiliser, based on Guano • (appropriate) chemical fertiliser • Roofed compost bin: (one per family - 2m x 2 m). To be constructed from wood products with thatch roofing • Assistance with land ploughing <p>Provision of agricultural tools</p> <ul style="list-style-type: none"> • Hand-operated, portable crop sprayer (one unit per family) • Feed storage drum (one unit per family) • Hay fork (one unit per family) • Shovel (one unit per family) • Hoe (2 units per family in first year, then 1 per year for the following 4 years) • Hand jab seeder (1 per family)

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		<ul style="list-style-type: none"> • Knife (2 units per family) • Punki basket (one unit per family) • Siem (one unit per family) • Crowbar (one unit per family) • Watering can (one unit per family in the first year, and two more units per family during the Resettlement Implementation Period) • Shade cloth (25m² per family) <p>Provision of agricultural equipment</p> <ul style="list-style-type: none"> • Power tiller (one per 12 families) • Rice mill (one unit per 50 families) • Maize sheller (one unit per 50 families) • Hammermill (one unit per 50 families) • Forage chopper (one unit per 25 families) • Oil press (one unit per 50 families)
	Per group of villages: 2 groups in the north and 2 groups in the south	<p>Provision of facilities:</p> <p>(a) Seed processing and storage facility approximately 10m x 10m, constructed with concrete, a covered area for final seed drying and cleaning and at least one room with air conditioning. Design to include rat and mice proofing.</p> <p>(b) Organic Fertiliser Factory, constructed with concrete flooring, hardwood structure, bamboo lattice walls and a mixture of timber tile and thatched grass roofing. Design to ensure efficient workspaces for raw materials storage, materials mixing, composting areas, packaging areas and a finished product storage area.</p>
4.2 Forest-based livelihoods	<p>All Resettler households.</p> <p>All households whose agricultural lands or other livelihoods are impacted by the inundation of the Nakai reservoir.</p>	<p>Village forestry program</p> <ul style="list-style-type: none"> • Household membership in the Nakai Plateau Village Forestry Association (“NPVFA”), the number of shares to be provided to a household to be equal to the number of persons in the household at time of registration. • These shares cannot be sold or transferred, but can be inherited and passed on to future generations of the registered Resettler households. • Each household will have full voting rights (1 vote per household) for all aspects of the NPVFA and the community forestry program. • Dividends as distributed by the NPVFA. <p>Forestry equipment for the NPVFA</p> <ul style="list-style-type: none"> • Chain saw (maximum of 6) and maintenance kits to match • Logging trucks (Maximum of 4) • Log loading crane (maximum of 1) • Log and timber transport trucks (maximum of 2) • Sawmills (to process maximum of 10,000 m³ per year) • Sawmill Workshop tools (to match sawmills) • Carpentry tools (to process maximum of 6,000 m³ per year) • Charcoal kiln (one unit per 50 families)

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		<p>Forestry Tools</p> <ul style="list-style-type: none"> • Axe (one unit per family) • Crosscut saw (one unit per 2 families) • Bow saw (one unit per 2 families) • Sharpening files for each saw • Tree climbing irons (one unit per 2 families) <p>UXO clearance</p> <p>Access to “on-call roving capability” during Construction Phase to ensure that when UXOs discovered in the Community Forestry Area they are removed or rendered safe.</p>
4.3 Fisheries and aquatic products livelihoods	<p>All Resettler Households</p> <p>All households whose livelihoods are impacted by the inundation of the Nakai reservoir.</p>	<p>Fisheries development and management program</p> <ul style="list-style-type: none"> • Participation in the Reservoir Fisheries development and management program, with implementation in the year of impoundment. • Full access rights to fisheries in the Reservoir for subsistence purposes. • Access rights to Reservoir for commercial fisheries in accordance with the Reservoir Fisheries and Management Program. <p>The program will provide the Resettler community with fisheries equipment and fishing gear. The distribution and use of the gear is dependent on (a) community consensus, and (b) the agreed upon fisheries management modality. The quantity of fishing gear will be sufficient to fully utilize the sustainable yield of the Reservoir, and will include up to the follow amount of gear:</p> <ul style="list-style-type: none"> (a) Large boats with appropriate motors: up to 75 (b) Medium boats, with appropriate motors: up to 300 (c) Small paddle boats: up to 500 (d) Fishing nets and other gears of a type and quantity to enable: <ul style="list-style-type: none"> (i) All families to fish for subsistence; and (ii) Commercial fishing to extract least 1,500 tonnes per year. <ul style="list-style-type: none"> • Training in full range of related topics.
	Per Resettler village	<ul style="list-style-type: none"> • Construction of a fish landing and trading place, designed to allow easy boat mooring, concrete steps to the banks (in the order of 12 m vertical height), a concrete slab and drain with a shelter for fish to be protected against sun and rain during the sorting process. • Access roads will be provided to the fish landing places. • Fish trading equipment. • Ice plants, of a number and size to handle at least 1,000 tonnes of fish per year.
5. Loss of common property community infrastructure		
5.1 Electricity distribution system	Each Resettler village	<ul style="list-style-type: none"> • A 22 kV distribution network and step-down transformers in accordance with EDL network practices Electricity supply to each Resettler house and newly constructed community buildings within the Resettlement Area. • Installation of electrical wiring and appropriate safety devices in each

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		community building: at least one (1) power point and light fixture and fitting per room.
	Prior to connection to network	Provision of electricity (via electricity generators or other means), and any associated costs of operation and maintenance, to provide to each household and community building electricity for 2 light bulbs per building.
5.2 Roads and tracks		Road and track network as provided in village development plans.
5.3 Meeting hall and village office	Per village with indicative size of 1 m ² per family	To be constructed with hardwood structure, except for the bottom one (1) metre of the walls which shall be rendered brick, and sheet metal roofing with a floor of concrete or hardwood and incorporating a small office for the village chiefs, WUGs and other community groups. To be connected to electricity supply (as provided in clause 5.1 above) and have water supply and an adequate sewage system and drainage facilities.
5.4 Roofed market	Per village with indicative size of 1m ² per family	To be constructed with concrete floor and concrete support posts, wooden roof structure and sheet metal roofing.
5.5 Warehouse	Per village	50 m ² . To be constructed with concrete flooring, rendered brick structure and walls and sheet metal roofing.
6. Loss of common property resources		
6.1 Forest	All Plateau Resettlers All whose livelihood base was the plateau to be inundated	Membership in and benefits from the Community forestry program (clause 4.3 above).
6.2 Grazing land	All Plateau Resettlers All whose livelihood base was the plateau to be inundated	Participation in a livestock development program which will have the objective of enabling Resettlers to develop productive and sustainable livestock production as a part of their livelihood system post relocation. <ul style="list-style-type: none"> • 2 cattle (breeders) for those with no cattle/buffalo, and 1 cattle (breeder) for those with 1 to 3 • Access to developed grazing lands • Access to developed watering points • Urea licks • Extension advice • Subsidized vet medicines • Cattle yard and crush, 150 m2. To be constructed from wood products (per 50 families) • Gully head pond 800 m3 per 25 families where physical conditions allow • Gully stop dam chains 25m3 per 5 families where physical conditions allow
6.3 Fisheries	Resettlers who elect to participate	Full access rights to fisheries in the Reservoir after inundation. Participation in the fisheries development and management program (clause 4.4 above). Prior to inundation, Villagers may continue to fish in the wetlands of the plateau, including those created by the coffer dam.
7: Educational Entitlements		
7.1 Nursery school	Per village	Each village shall decide whether the nursery school will be part of the village primary school or independent of it.

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		<p>The nurseries will be designed to allow good circulation, with a mixture of wooden tile and corrugated iron roofing, rainwater collection and latrines; and equipped with bedding, mosquito nets, educational toys and first aid kits.</p> <p>Minimum standard: To be constructed with concrete flooring, hardwood structure (except for the bottom one (1) metre of the walls which may be rendered brick), ceiling and sheet metal roofing or timber tiles.</p> <p>A wooden fence must be constructed around the school yard and a wooden flagpole must be constructed in the school yard.</p> <p>To be connected to electricity supply and have water supply and an adequate sewage system and drainage facilities.</p> <p>There will be at least two toilets per pre school (one for boys and one for girls).</p>
7.2 Primary school	Per village and group of villages	<p>Each village will at least have school providing education to P1 and P2 level.</p> <p>Each village must be within 5km of a P3 to P6 school, to the extent reasonably feasible, depending on the number of students.</p> <p>School Design based on 2 students/family, 30 students per classroom and 56m² per classroom.</p> <p>Minimum standard: To be constructed with concrete flooring, hardwood structure (except for the bottom one (1) metre of the walls which shall be rendered brick), ceiling and sheet metal roofing or timber tiles.</p> <p>A wooden fence must be constructed around the school yard and a wooden flagpole must be constructed in the school yard.</p> <p>To be connected to electricity supply and have water supply and an adequate sewage system and drainage facilities.</p> <p>There will be at least one toilet provided per classroom, with a minimum of two toilets per school (one for boys and one for girls).</p>
7.3 School equipment and supplies	Per school	One set of Tables, chairs, blackboard and cupboard for each classroom
7.4 Teachers' housing	Teachers	<p>Maximum of 1 house per teacher family, or 1 house per 2 unmarried teachers, up to 3 years after relocation.</p> <p>To be constructed to the same standard, with the same amenities, as the Resettler housing.</p>
8 Allowances and Transitional Measures		
8.1 Disturbance allowance	All Resettlers	USD 15 per person.
8.2 Food security	As required for vulnerable Resettler households	<p>Rice and protein (meat) foods will be provided to Resettlers who have a genuine shortage and need for the same.</p> <p>The Village Resettlement Committee will monitor and review the status of each household on a monthly basis, and make a request to the Company. The Company will provide such supplements within 15 days of the monthly request. If the Company considers the request unacceptable, the case will go to the Grievance Committee.</p> <p>A household can also make a claim through the Grievance Committee.</p> <p>Household rice and protein requirements will be based on a schedule of</p>

Type of Loss	Entitled Person	Compensation and Rehabilitation measures
		<p>requirements, consistent with national average standards, and as agreed between the VRC, the GOL and the Company.</p> <p>The process will be monitored by the external monitors.</p>
8.3 Wage labor	All Resettlers	<p>Each laborer (man and woman) will receive rice and/or cash as payment for their labor to develop the resettlement sites, build their houses and other activities in the development of infrastructure and livelihoods. The rate of payment for such labour will be determined from time to time by the RC and the Company, and will be dependent on the type of activity, including whether the activity is for development of households assets or community assets.</p> <p>Each laborer or staff will receive wages for forestry association and fisheries association activities, at a rate determined by the management of the respective associations.</p>
9. Departees		
	Those eligible for resettlement but wishing to permanently move from the District and make their own arrangements for relocation	A one - time payment for the value of the land, trees, production, and structures lost, plus transportation and disturbance allowances, calculated on the same basis as the Project Lands Entitlements.
10. Grievance Entitlements		
In case of dissatisfaction with entitlement, program delivery or any other issues	All Resettlers	<p>All Resettlers have the right to:</p> <ul style="list-style-type: none"> (a) lodge a grievance with the VGC; (b) have the grievance considered and judgment given by the VGC; (c) if unsatisfied, further lodge the claim to the DGC; (d) have the grievance considered and judgment given by the DGC; (e) if unsatisfied, further lodge the claim to the Provincial Court; and (f) have the grievance considered and judgment given by the Provincial Court.

(b) Entitlements – Resettlement and Regional Health Programs

(i) Resettlement Health Program - Entitlements Table

[Note: unless otherwise stated, entitlements are for duration of Resettlement Implementation Period (about COD + 5 years)]

Type of Loss	Entitled Person	Compensation and/or rehabilitation measures
1. Health infrastructure and services		
(The entitlements to use of health facilities and access to health services as specified in item 1 below relate to the facility and service entitlements as detailed under item 2 below.)		
1.1 Health Facilities	All Resettlers	<ul style="list-style-type: none"> • Access to Nakai District Hospital and two (newly built) Integrated Community Health Centers (“ICHCs”), which have: <ul style="list-style-type: none"> ○ Adequate medical and non-medical equipment; ○ Water supply and sanitary facility; ○ Appropriate numbers and levels of Ministry of Health (“MOH”) staff; and which are: <ul style="list-style-type: none"> ○ Structurally maintained for the first five years by the Company, after which MOH will maintain them as any other facility in the country; ○ Under the support and supervision of the NT2 Projects Project Implementation Unit (“PIU”).
1.2 Health Services	All Resettlers	<ul style="list-style-type: none"> • Health Checks to all Resettlers at the start of resettling in newly built villages. • Hospital/ICHCs providing all routine health services normally provided through government health services, including all preventive services under the national preventive programs, of a high standard. • Provision of curative services (including antiretrovirals (“ARV”) as follows: <ul style="list-style-type: none"> (i) free of charge for the first three years (yrs 1 to 3); (ii) 50 % subsidized cost for next three years (yrs 4 to 6); (iii) Villagers to then (yr 6 +) pay service charges as any where else in the country (except for poor families identified by Village Resettlement Committees, who shall continue to be eligible for free medical services). • Free of charge referral services for medical emergencies as/when required for the resettlement period. • Ambulance service for transfer of medical emergencies from ICHC to District Hospital (“DH”) and/or Provincial Hospital (“PH”). • School health education and other preventive programs. • Health education and awareness programs.
2. Impacts in nine Environmental Health Areas		
2.1 Impacts resulting in respiratory disease , including TB	Nakai Resettlement villages and Oudomsouk ¹	<ul style="list-style-type: none"> • Participation in all components of the global health programs for Resettlers. • <u>Promotion and Prevention</u>: Participation in: <ul style="list-style-type: none"> ○ Health education/awareness on prevention and management of Acute Respiratory Infections (“ARI”) and Tuberculosis (“TB”); ○ National Expanded Program of Immunization (“EPI”). • New housing to be constructed to have separate, ventilated kitchen areas. • <u>Diagnosis and Detection</u>: <ul style="list-style-type: none"> ○ Improved TB laboratory services at Nakai DH; ○ Conduct contact tracing of all patients diagnosed with active TB; ○ Sputum collection at ICHC level without required hospitalization. • <u>Treatment</u>: <ul style="list-style-type: none"> ○ Treatment of ARIs in ICHC and DH, in accordance to clause 1.2 of this table.
2.2 Impacts in vector-related disease	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> • Participation in all components of Malaria Control program. • <u>Promotion and Prevention</u>: Participation in Regular education programs regarding: <ul style="list-style-type: none"> ○ Prevention and treatment of Dengue, incl. elimination of Dengue larvae breeding grounds; ○ Prevention and treatment of Malaria for the resettlement period; ○ Provision of Impregnated Bed Nets (“IBN”);

¹ The parties intend to include all Oudomsouk residents in the updated survey to be carried out prior to COD, in order to identify those people who shall be eligible, along with the descendants for “Oudomsouk” entitlements in this table. The purpose of such survey is to identify the households living in the area pre-Project.

Type of Loss	Entitled Person	Compensation and/or rehabilitation measures
		<ul style="list-style-type: none"> ○ Health education and awareness campaigns regarding the prevention of leptospirosis if required; ○ Waste management plans and service in each Village. ● Diagnosis and Detection: <ul style="list-style-type: none"> ○ Malaria Testing at Health Centre (“HC”) and DH level (antigen test and/or microscopy). ● Treatment: <ul style="list-style-type: none"> ○ Adequate malaria treatment at HC and DH level; ○ Management of Dengue Fever, Dengue Hemorrhagic Fever, Dengue Shock Syndrome and other disease with fever as presenting problem at HC and DH level; ○ Transfer of serious patients to Province Hospital if required.
2.3 Impacts in sexually transmitted and blood borne infections	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> ● Participation in existing global program. ● Promotion and Prevention: <ul style="list-style-type: none"> ○ Participation in health education and awareness programs regarding Sexually Transmitted Infections (“STIs”) and HIV/AIDS and prevention strategies; ○ Participation in school-based HIV/AIDS and sex education program; ○ Provision of health services which implement the national guidelines/policy for the control of blood-borne pathogens (proper disposal of sharps, autoclave equipment, in house medical waste collection, destruction and storage); ○ <u>Condoms and education regarding use and disposal.</u> ● Treatment: <ul style="list-style-type: none"> ○ Provision of treatment for STIs through the HCs and the DH (subject to clause 1.2), assuming generic ARV are available in the Lao PDR; ○ Voluntary counseling and testing for Resettlers and treatment when required for seropositive patients.
2.4 Impacts in soil and water borne diseases as well as food, nutrition and micronutrients related issues	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> ● Participation in Promotion and Prevention program for Resettlers: <ul style="list-style-type: none"> ○ Education and awareness on drinking water systems, treatment of water and family latrines based on the MOH water and environmental sanitation program; ○ Education and awareness programs regarding fecal/oral transmission of diseases, and transmission of helminthic diseases; ○ Domestic water sources and sanitation to all households of the resettlement villages, complying with national standards; ○ Local markets with the following: 1) latrines, 2) waste receptacles and waste removal system and 3) domestic water. ● Provision of Treatment - subject to clause 1.2: <ul style="list-style-type: none"> ○ Worm treatment for children 2-6 (for whole resettlement period); ○ Worm treatment twice a year to primary school children (during whole resettlement period); ○ Participation in health education and awareness on correct child weaning and child feeding practices adapted to changed types of food; ○ Vitamins (vitamin A, Folic Acid, Fe) for children and pregnant women. ● Diagnosis and Detection: <ul style="list-style-type: none"> ○ DH Laboratory capable of diagnosing food, water, and soil borne infections. ● Provision of Treatment: <ul style="list-style-type: none"> ○ Appropriate treatment of food, water and soil borne diseases at HCs and DHs; ○ Appropriate treatment of malnutrition and micronutrient deficiencies at HCs and DH; ○ Supplementary feeding for malnourished children.
2.5 Impacts in accidents / injuries, chemical exposures and poisoning	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> ● Participation in appropriate education and promotion on prevention: <ul style="list-style-type: none"> ○ Education programs regarding road safety; ○ Education programs for electrical safety in the house; ○ Education programs on correct management of pesticides and fertilizers. ● Provision of Treatment: <ul style="list-style-type: none"> ○ First aid treatment for mechanical and chemical traumas and poisoning at the HCs and DH (for whole Resettlement period); ○ Provision of referral system for patients requiring transfer; ○ Emergency transfer of seriously ill/injured patients to Provincial Hospital.
2.6 Psychosocial disorders	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> ● Participation in Promotion and Prevention: <ul style="list-style-type: none"> ○ Education and awareness on psychosocial problems for villages; ○ (in coordination with Community Development “(CD”) programs) Respect to existing indigenous and ethnic institutions, culture and practices in all aspects of resettlement; ○ (in coordination with CD programs) Timely, adequate and regular information

Type of Loss	Entitled Person	Compensation and/or rehabilitation measures
		<ul style="list-style-type: none"> about the Project (to prevent uncertainties and stress); <ul style="list-style-type: none"> ○ Information Education and Communication in schools on substance abuses; ○ Support to the District Committee for Drug Control. ● <u>Provision of Treatment:</u> <ul style="list-style-type: none"> ○ Sensitization of psychosocial problems at village level by Village Health Volunteers (“VHVs”) and HC; ○ Training / sensitization and management , to the extent possible, at DH level and referral to Provincial Hospital.
2.7 Cultural Health Practices	Nakai Resettlement villages and Oudomsouk	<ul style="list-style-type: none"> ● Preservation of those Cultural Health Practices not detrimental to the health of users in resettled villages. ● Preservation of any medicinal plans that are likely to be lost during the formation of the lake and appropriate relocation. ● Cultural sensitivity to Resettlers in ICHC and district hospital. ● Education and awareness consistent with ethno-medical frames of representing disease, cure and prevention.

(ii) Regional Health Program - Entitlements Table

[Note : this program is to be implemented until the End of the Resettlement Implementation Period (approximately COD +5years)]

Type of impact or activity	Entitled Person	Compensation and rehabilitation measures
1. Health Infrastructure		
1.1 Health Facilities	Any person residing in the area covered by the health facilities of Gnommalat, Nakai, Khamkheut and Mahaxai	<ul style="list-style-type: none"> Availability of improved health infrastructure at Provincial, District and Village group level (ICHCs) for better health service provision. <p>[Note: NT2 Project will make improvements to be made through Assistance with medical equipment for District hospitals and Provincial hospitals and non-medical equipment for District and Provincial health offices.]</p>
1.2 Health Services	Any person residing in the area covered by the health facilities of § 1.1	<ul style="list-style-type: none"> Availability of improved health services in Health Facilities. Improvements to be made through provision of: <ul style="list-style-type: none"> Curative service, under the same rules and regulations as anywhere else in the country; All preventive services, under the national preventive programs operating in the country; Training and transference of appropriate technology among health workers and practitioners, and supervision of the health centre staff; Strengthened referral services in district hospitals, so that serious patients are evacuated to provincial hospitals well stabilized and without undue delay; Strengthened services in Villages and Health Centers.
1.3 Health Services (in communities)	Communities in the Downstream Areas (XBF, XBF Hinterland, Nam Phit Hinterland, Nam Kathang and Nam Theun)	<ul style="list-style-type: none"> Availability of improved health services at the community level. Improvements to be made through provision of: <ul style="list-style-type: none"> School health education and other preventive programs in the schools; Health education and awareness programs delivered to the communities.
2. Impacts in nine environmental health areas		
2.1. Provision of treatments	All Project Affected People requiring medical treatment	<ul style="list-style-type: none"> Availability of essential drugs (in a manner consistent with then current MOH policies and institutional arrangements for health at all levels).
2.2. Respiratory diseases	- camp-followers - villages near the workcamps - roadside communities (Rd 12 & 8B)	<ul style="list-style-type: none"> Participation in <u>Health Promotion and Prevention Program</u>: <ul style="list-style-type: none"> Education and awareness on prevention and management of ARI and TB; Implementation of the national EPI program through outreach; BCG (TB immunization) cover under EPI program. Availability of <u>Diagnosis and Detection</u>: <ul style="list-style-type: none"> Improvement of the TB laboratory diagnostic capabilities in a collaborative approach with the 3 Districts; Conduct of contact tracing of all patients diagnosed with active TB through visits to the patient's village to interview and examine family members and close relatives. Availability of <u>Treatment</u>: <ul style="list-style-type: none"> Availability of treatment of ARIs through the HCs and the DH; Availability of DOTS (program of TB treatment) at DH level.
2.3 Accidents, injuries, chemical exposures	All residents in the districts of Nakai, Gnommalat and Mahaxai	<ul style="list-style-type: none"> Participation in <u>Promotion and Prevention</u> programs: <ul style="list-style-type: none"> Education programs regarding road safety; Education programs for electrical safety in the home in collaboration with the Ministry of Transport, Post and Communications (“MTPC”);

Type of impact or activity	Entitled Person	Compensation and rehabilitation measures
and poisoning	In Khamkheut District: the camp-followers, the villages near to the workcamps and the transportation corridor	<ul style="list-style-type: none"> ○ Education programs on correct management of pesticides and fertilizers. ● Availability of <u>Treatment</u>: <ul style="list-style-type: none"> ○ Availability of first aid for mechanical and chemical traumas and poisoning at the HCs and DH; ○ At Gnommalat DH provision 24 hours a day of: <ul style="list-style-type: none"> ▪ Emergency Care Unit (2-4 beds); ▪ Link with Provincial Blood Bank for a small stock of blood for emergency transfusion service; ▪ X-ray and ultrasound services; ▪ Emergency services for minor surgery and for stabilizing patients before transfer.
2.4 Vector- and pest-borne diseases	Camp-followers, Villages near to the workcamps Communities in the Downstream Areas	<ul style="list-style-type: none"> ● Participation in strengthened existing MOH's Malaria global program. ● Participation in Health <u>Education and Promotion</u> for preventable diseases and availability of elimination programs: <ul style="list-style-type: none"> ○ Education programs regarding the prevention and treatment of Dengue; ○ Vector control programs against adult and larval stages of mosquitoes in malaria and dengue outbreaks; ○ Campaigns supporting the elimination of Dengue larvae breeding grounds; ○ Education campaigns regarding the prevention and treatment of Malaria, more specifically on the use of Long-Lasting Impregnated Bed Nets ("LLIBN"); ○ Information Education and Communication ("IEC") campaigns regarding the prevention of vector borne diseases. ● Availability of <u>Diagnosis and Detection</u>: <ul style="list-style-type: none"> ○ Facilities for Malaria Testing at HC and DH level (antigen test and/or microscopy). ● Availability of <u>Adequate Treatment</u>: <ul style="list-style-type: none"> ○ Availability of adequate malaria treatment at HC and DH level (considering parasite resistance); ○ Availability of adequate management for Dengue Fever, Dengue Hemorrhagic Fever, Dengue Shock Syndrome and other diseases with fever as presenting argument at HC and DH level (including transfer to PH if required).
2.5 Sexually transmitted and blood-borne infections	All residents in the districts of Nakai, Gnommalat and Mahaxai In Khamkheut District: the camp-followers, the villages near to the workcamps and the transportation corridor	<ul style="list-style-type: none"> ● Participation in strengthened existing MOH's STI global program. ● Participation in <u>Health Education and Promotion</u> programs in prevention of STIs and HIV/Aids in the communities, including: <ul style="list-style-type: none"> ○ Information Education and Communication programs regarding STI and HIV/AIDS and prevention strategies; ○ School-based HIV/AIDS and sex education program; ○ National guidelines/policy for the control of blood-borne pathogens (proper disposal of sharps, autoclave equipment, in house medical waste collection, destruction and storage); ○ Provision of condoms and education regarding use and disposal, targeting high risk groups (free of charge and/or through social marketing); ○ Strengthened District STI services for Education and Awareness on STI including HIV counseling service. ● Availability of <u>Diagnosis and Detection</u>: <ul style="list-style-type: none"> ○ Provision of improved diagnostic facilities for STIs in district hospitals and mechanism for arranging HIV testing for patients in the Provincial hospital; ○ Provision of STI services for Service Women.

Type of impact or activity	Entitled Person	Compensation and rehabilitation measures
		<ul style="list-style-type: none"> • Availability of <u>Treatment</u>: <ul style="list-style-type: none"> ○ Availability of treatment for STIs through the DHs; ○ Strengthening of private pharmacies to provide improved STI services.
2.6 Impacts in soil and water borne diseases	<p>All affected residents in the districts of Nakai, Gnommalat and Mahaxai</p> <p>In Khamkheut District: the camp-follower camps, the villages near to the workcamps and the transportation corridor</p>	<ul style="list-style-type: none"> • Participation to and benefit from <u>Promotion and Prevention programs</u>: <ul style="list-style-type: none"> ○ Health education and awareness on drinking water systems, treatment of water and family latrines based on the MOH water and environmental sanitation program; ○ Health education and awareness programs regarding fecal/oral transmission of diseases, and transmission of helminthes and other parasitic diseases; ○ Public education programs on food sanitation awareness to public, including local restaurants and eating places; ○ Implementation of the primary school worm infestation treatment program to Project Impact Area/Target Group (“PIA/TG”) villages in Nakai, Gnommalat and Mahaxai. • Benefit from improved food quality through Monitoring, Reporting and follow up of food borne diseases: <ul style="list-style-type: none"> ○ Monitoring any excess of food borne diseases and follow up to the source; ○ Regular inspections enforcing compliance with national hygiene regulations for restaurants/food vendors/abattoirs in the District Centers; ○ Regular inspections enforcing compliance with national hygiene regulations of Project facilities and those providing to camp-followers and workforce; • Availability of Treatment and outbreak response plan: <ul style="list-style-type: none"> ○ Treatment of food, water and soil borne diseases at HCs and DHs; ○ Development of a food or water borne illness outbreak response plan and investigation procedures.
2.7 Impacts in food, nutrition and micronutrient s related issues	<p>PAPS in the districts of Nakai, Gnommalat and Mahaxai</p> <p>In Khamkheut, Xebangfai, Nongbok and Xaybuli Districts (only for monitoring and Surveillance activities)</p>	<ul style="list-style-type: none"> • Availability of a strengthened MOH’s National Maternal & Child Health program. • Participation in Promotion and Prevention programs: <ul style="list-style-type: none"> ○ Health education and awareness on child weaning and child feeding practices (including the provision of IEC materials); ○ Strengthening of antenatal care for pregnant women; ○ Strengthening of national EPI program for pregnant women and children; ○ Encourage assisted births by a trained health worker and post natal care; ○ Growth monitoring programs for under fives; ○ Collaboration with local villagers to develop and promote alternate sources of sustainable protein to replace potential losses of fish as a staple in the local diet. • Availability of Treatment and supplementary feeding programs: <ul style="list-style-type: none"> ○ Availability of appropriate education on malnutrition and micronutrient deficiencies in villages, HCs and DH. • Provision of supplementary feeding programs using locally available food for antenatal mothers and preschool malnourished children.
2.8 Psychosocial disorders	<p>In the districts of Nakai, Gnommalat and Mahaxai all activities will be supported</p>	<ul style="list-style-type: none"> • Participation in Health Education and Awareness program for preventable psychosocial disorders: <ul style="list-style-type: none"> ○ Information, education and communication in schools on substance abuses; ○ Information, education and communication on psychosocial problems for villages; ○ Prevention of uncertainties and stress through adequate information on the future through regular communication and consultation. • Recognition of condition and availability of Treatment:

Type of impact or activity	Entitled Person	Compensation and rehabilitation measures
		<ul style="list-style-type: none"> ○ Recognition of psychosocial problems at village level by HC; ○ Recognition of psychosocial problems and limited treatment capacities at DH level and referral if required. ● Availability of adequate diagnostic and treatment capacity of referred cases for psychosocial problems at the Provincial Hospital, Thakhek.
2.9 Cultural Health Practices	All villages in the Project Areas	<ul style="list-style-type: none"> ● Promotion of cultural sensitivity and appropriate respect for minorities and traditional rituals among health centers and hospital staff. ● Provision of education and awareness programs congruent with ethno-medical frames of representing disease, cure and prevention. ● Ad hoc monitoring of the Traditional Health Practices and the availability of ingredients of traditional medicines in collaboration with the National Traditional Medical Research Center.

(c) **Livelihood Operational Support for Resettlers**

The support provided to Resettlers will initially be fully subsidized by the Company. After the initial period, Company support will be gradually phased out in accordance with this table. However, the phasing out will be dependant on Resettlers obtaining sufficient income to purchase the inputs themselves, as adjudicated by the independent external monitors. If it is not, the Company will continue to subsidise these inputs until the requisite levels have been reached for each household.

Support	Entitled Household	Support and Phase Out	
Services			
Electricity - housing	Beneficiary Resettlers and businesses	For the first 1 year after relocation, electricity will be charged to the PAPs at half the normal EdL tariff (the balance being met by the Company). Starting one year after relocation, households will have to pay for electricity at the normal EdL tariff rate.	
Electricity - irrigation pumping	Resettler household members of WUGs	Years 1 to 3: all electricity paid by the Company. Year 4 to 6: the Company to support 80 % of the costs of pumping. Year 6 onwards: the Company (via SERF funds) to support 60 % of the cost of pumping (other 40 % paid by users - if an original Resettler or natural descendent).	
Household water supplied via community systems	Beneficiary Resettlers and businesses	Years 1 to 3: all water costs paid by the Company. Year 4 to 6: the Company to support 50 % of water costs. Year 6 onwards: Householders pays for water at cost equivalent of urban rural water supply tariff (and the Company to pay the rest, via SERF fund).	
Household water supplied via hand pumps	Beneficiary Resettlers and businesses	Years 1 to 3: all water cost paid by the Company. Year 4 onwards: Villagers pay a fee set by the Village Committee, sufficient to maintain the facility.	
Agricultural supplies			
Veterinary medicines		Year 1 to 3: All cost paid by the Company. Year 3 to ERP: 50 % subsidy paid by the Company. ERP and onwards: villagers must full pay market price.	
Organic fertiliser		Years 1 to 3: all costs paid by the Company. Years 4 to 6: the Company to support 60 % of the costs. Year 6 onwards: Villagers must pay full market price	
Limestone and rock phosphate Inorganic fertilizers		Years 1 to 3: all costs paid by the Company. Year 4 to 6: the Company to support 60 % of the costs. Year 6 onwards: Villagers must full pay market price.	
Initial stump removal, land preparation, terracing construction		Cost fully borne by the Company.	
Land ploughing (preparation) and terrace		Years 2 to 3: all costs paid by the Company. Years 4 to 6: the Company to support 50 % of the costs of	

Support	Entitled Household	Support and Phase Out	
maintenance		ploughing, and villagers pay 50 % of costs. Year 6 onwards : Villagers must pay 100 % costs.	
Farm tools (hoes, water cans, knives)		Following issuance of initial entitlement - 2 per family in first year, then 1 each for the next 4 years,- the Company will subsidize 50% of required tool costs until the ERP.	
Irrigation system maintenance		Years 1 to 3: all cost paid by the Company. Years 4 to 6: the Company to support 80 % of maintenance cost. Year 6 onwards: the Company to support 60 % of the cost of maintenance and the other 40 % paid by users - (if they are an original Resettler or natural descendent).	
Agricultural extension services		All Resettlers will be entitled to quality agricultural extension services for at least the duration of the Resettlement Implementation Period (approximately 8 years after Project Commencement).	
Educational support (a) Teaching equipment (b) Student supplies, including uniform	Staff and equipment for nursery and primary schools	Teaching equipment: Year 1 to 3: the Company will provide for all teaching equipment. Year 4 to ERP: the Company will subsidize 50 % the costs of teaching equipment. ERP onwards: GOL will provide for 100 % of the teaching equipment, and families to be responsible for student supplies and uniforms.	
Safety net support		See 8.2 of clause 15.1(a) above. Additional land if required to attain and sustain income targets: [see 1.1 of clause 15.1(a) above.]	

15.2 Entitlements of PAP impacted by Project Lands

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
1: Permanent loss of land		
1.1: Permanent loss of residential land (home lot)	Documented owners (validated by village authorities) or non-renting occupants identified during the Baseline Study	<p>Project Affected Persons (PAPs) will be entitled to compensation in cash or the provision of replacement land, as below:</p> <ul style="list-style-type: none"> • If the PAP wants replacement house plot land then they will be provided with replacement land of <u>at least</u> equal size and amenity to the lost land in a location acceptable to PAP. In this case no cash will be paid. The land will be cleared and levelled at the expense of the Company. • Such replacement land will be provided with access to a road, of at least equal amenity to the current access. If the current/lost land is also supporting a dwelling which has access to electricity, then the PAP will also be provided with access to electricity at the replacement land. • Such replacement land will be provided with full land title in the name of both husband and wife. • If the owner wants cash compensation then the Company will pay for the land at its replacement value as estimated by the local market value of the year in which compensation is paid in a similar situation of a non-affected village in the same District. • If the land is partially affected and the remaining landholding is sufficient to re-establish houses and structures, PAPs may opt to receive cash compensation for affected portion of land and structures. • If the land is partially affected and the remaining landholding is not sufficient to rebuild affected houses and structures, the Company will acquire the entire landholding. • Those receiving cash for land must undergo financial management training. • Any registration and land transfer fees will be paid by the Company on behalf of the PAPs.
1.2: Permanent loss of business land	Documented owners or occupants identified during Baseline Study	<p>PAPs will be entitled to compensation in cash or the provision of replacement land, as below:</p> <ul style="list-style-type: none"> • If the PAP wants replacement business land then they will be provided with replacement land of at least equal size and amenity in a location with comparable commercial advantage. In this case no cash will be paid. • Such replacement land will be provided with access to a road, of at least equal amenity to the current access. The PAP will also be provided with access to electricity (brought to the land lot) if they previously had access to electricity. • Such replacement land will be provided with full land title in the name of both husband and wife. • If the owner wants cash compensation then the Project will pay for the land at its replacement value as estimated by the local market value of the year in which compensation is paid in a similar situation of a non-affected village in the same District. • If the land is partially affected and the remaining landholding is not sufficient to rebuild affected houses and structures, the Company will acquire the entire landholding.
1.3: Permanent loss of	Documented owners with or without	<ul style="list-style-type: none"> • Significantly affected farmers, i.e. who lose 10% or more of their productive (cash and imputed income generating) land assets, are

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
agricultural land	certificate at the time of Baseline Study.	<p>entitled to replacement land and income rehabilitation measures, as follows:</p> <ul style="list-style-type: none"> (a) Land of the same type, and of a total annual productivity at least equal to the lost (average) annual productivity of the lost land; (b) Production assistance for at least 2 years to ensure that the replacement land actually fully reaches the production targets. Production assistance to consist of fertilizer, seed, extension assistance; (c) Where irrigated land is lost the replacement land must be irrigated; (d) Where rainfed land is lost, the replacement land may be rainfed or irrigated; and (e) Such replacement land will be provided with full land title in the name of both husband and wife. <p>Where no replacement land is available, assistance to develop alternative forms of livelihood activity such as non-land-based opportunities which will generate at least as much 'income' as the lost land generated including, for example, training and access to credit.</p> <ul style="list-style-type: none"> • In cases where a significantly affected farmer's, i.e. who lose 10% or more of their productive (cash and imputed income generating) land assets, is entitled to replacement land, and income rehabilitation measures, but request a lump sum cash payout instead, then this case will be considered by the District Grievance Committee, whose decision will partly depend on: <ul style="list-style-type: none"> (a) the PAP's ability to handle cash payment; and (b) the PAP's plan of what to do with the cash payment. <p>The cash payment in this case will be based on:</p> <ul style="list-style-type: none"> (c) the 'market value' of that lost land, as assessed at the actual time of land acquisition; or (d) the cash equivalent of seven (7) years' gross production from the lost land; or (e) the actual replacement cost of the land as assessed at the actual time of payment of compensation. • In cases where less than 10% of a PAP's productive (cash and imputed income generating) land assets are impacted then cash compensation is applicable. The amount payable will be based on: <ul style="list-style-type: none"> (a) the 'market value' of that lost land, as assessed at the actual time of land acquisition; or (b) the cash equivalent of seven (7) years' gross production from the lost land; or (c) the actual replacement cost of the land as assessed at the actual time of payment of compensation. <p>Those receiving cash for land must undergo financial management training. Any taxes, registration and land transfer fees will be paid by the Company on behalf of the PAPs.</p> <p>Company will assist in clearing and preparing agricultural land as required</p>
2: Temporary loss of land		
2.1: Temporary impacts during	Owners or non-renting occupants whose land (but not	<ul style="list-style-type: none"> • Extreme care shall be taken by contractors to avoid damaging properties. Where damages do occur, the Company shall pay compensation immediately to PAPs. Damaged assets will be restored to

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
construction	structures) is affected by construction activities	<p>its former condition.</p> <ul style="list-style-type: none"> • Any impacts on the usage of the land, or income or livelihood derived from the land that is impacted by the temporary loss of land will be compensated to the PAP, up to the value, or according to the utility, of that loss. • In addition, if crops or trees are lost, then a further cash compensation for loss of crops and trees at market values and compensation for loss of net income from subsequent crops that cannot be planted for the duration of the lease. • If the disruption continues for more than one year, PAPs have an option to (i) continue the temporary use arrangements or (ii) sell the affected land to the Company at full replacement cost at current market value. • Cash compensation for any damage to structures at replacement cost at current market value and for repairing structures.
3: Loss of house and other fixed structures		
3.1: Permanent loss of houses and other structures (rice stores, toilets, kitchens, etc.)	Owners/occupiers identified during Baseline Study	<p>The same standard as for Resettlers for housing and other structures applies, as follows:</p> <ul style="list-style-type: none"> • the labour cost associated with the dismantling of existing houses and other structures; • transportation of dismantled housing and other materials to new house lot (which are not however considered as materials to make up the minimum house standard) or, if the PAP requests, transportation of the non-dismantled house or transportation of materials and reconstruction of the original house; • the provision of new materials for construction of new house and other structures; • the house materials are to be either: <ul style="list-style-type: none"> (a) the minimum standard of wood walls and floors, tin roof and cement house footings; or (b) to the standard of materials as used in the current/lost houses, depending on the choice of the PAP; • construction of new house and other structures or equivalent labour cost paid; • house design to be approved by the village and the PAP, but to be in general accordance with the design for the Resettlers; • minimum housing area not less than current house area or 14m² of construction area per person of - whichever is greater, and depending on the choice of the PAP; • households with 7 or more persons containing two families have the option to have two houses; • sheds, other outbuildings and fencing to be provided, or if the PAP requests, transportation of the original shed, outbuilding or fence; • if required by PAP, a toilet and bathroom to be provided (all PAPs are entitled, but some may not want); • if the impacted houses had an electricity connection, then the house to be provided with electricity supply and electricity fittings (in accordance with standard which is the greater of the standard applicable for Resettlers and fittings in current house); • provision of domestic water supply to at least the standard of current water supply; • for partially affected houses/structures, compensation will be paid

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
		equivalent to a) the replacement value of the affected portion based on current market value, or b) the costs of repairing the property to its original or better condition.
3.2: Permanent loss of shops, other businesses	Owners/occupiers identified during the Baseline Study.	<p>Compensation at full replacement cost sufficient for PAPs to build a new structure of equivalent size and standard, with equivalent amenities, in a location with comparable commercial advantage.</p> <p>Compensation for lost income during the transition period as described below.</p>
4: Loss of crops, trees, other productive assets		
4.1: Fruit trees	Owner or person with customary right to harvest (in cases where impact is only on crop production and not related to the land)	<p>Compensation for fruit trees will be based on the type, age and productivity and the cost of production and rearing of trees. The following compensation will be payable:</p> <ul style="list-style-type: none"> a) a lump-sum amount to cover the maintenance and rearing of trees. b) compensation equivalent to the annual productive value, as should be determined for the next seven (7) years. <p>Two months notice will be given to PAPs to harvest crops before construction commences.</p> <p>Two months notice to PAPs to harvest crops before construction commences.</p> <p>Mass of fruit production depends on tree age as per IOL.</p>
4.2: Timber trees	Owner or person with customary usage rights`	Compensation will be the NPV of the felled tree.
4.3: Fish ponds	Owner or person with customary usage rights	<p>Either</p> <ul style="list-style-type: none"> (a) Replacement fish pond of equal size and/or productivity and amenity, plus assistance to stock and feed fish for 6 months; or (b) lump sum cash payment equivalent to 7 years lost productivity of the fish pond. <p>Two months notice to PAPs to collect fish.</p>
4.4 Garden and field crops	Owner of the crops	<p>Compensation for any crop unharvested at the time of relocation , or Project Impact, based on gross harvest income. Standing crops will be compensated at full replacement cost regardless of maturity of crops.</p> <p>Additional compensation for one year’s agricultural production or more until replacement land is productive.</p> <p>Two months notice (before the Projects impacts is expected to be felt) will be given to PAPs to harvest crops.</p>

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
5: Loss of other household income sources		
5.1 Wage laborers in relocating businesses or in businesses temporarily affected during construction (such as reduced access)	Wage laborers whose jobs have been lost or interrupted by, or as a result of, the Project	Cash compensation equivalent to the greater of their existing wage and minimum wage for up to six months, depending on the duration of interruption, paid on a monthly basis.
5.2 Agricultural wage laborers	Wage laborers whose jobs have been lost or interrupted by, or as a result of, the Project	Cash compensation equivalent to the greater of their existing wage and minimum wage for up to six months, depending on the duration of interruption, paid on a monthly basis.
6: Loss of common property structures		
6.1: Electricity and telecom lines	Community	Relocate or place underground to maintain service.
6.2: Road and tracks	Community	Full restoration, replacement by alternative route, or the new resettlement area fully serviced by road of at least equivalent standard and amenity.
6.3: Irrigation channels	Community	Full restoration, replacement, or the new resettlement area fully serviced by irrigation system and channel of at least equivalent standard and amenity.
6.4: Water source	Community	Full restoration, replacement by alternative water source, or the new resettlement area fully serviced by road of at least equivalent standard and amenity.
6.5 Schools, clinics, other government buildings, bridges	Community	Full restoration to original or better condition, or replacement if necessary at locations identified in consultation with affected communities and relevant authorities at no cost to the community.
6.6 Town	Oudomsouk town	The Company will undertake community and town planning and prepare and implement a design for a reorganized town, in consultation with local authorities and residents, to restore the impacted section of the town to its pre-Project conditions or better.
7: Loss of common property resources		
7.1: Loss of NTFP gathering areas	Villagers who have had customary rights to the common property resource	<ul style="list-style-type: none"> • In case where the loss of the NTFP gathering area represents more than 10 % of a village's NTFP gathering area, then a replacement NTFP area will be identified and allocated. • In case where alternative NTFP gathering area cannot be identified, then, depending on the preference of the village, the Company will either: <ul style="list-style-type: none"> (a) provide funds and TA for the domestication of NTFPs; or (b) provide a lump sum cash payment to the village development fund equivalent to 7 years of the value of impacted (lost) NTFPs. • In case the loss represents < 10 % of the village's NTFP gathering area, a lump sum cash payment will be made to the village development

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
		<p>fund, equivalent to 7 years value of impacted (lost) NTFPs.</p> <p>If community income loss is expected (e.g. irrigation, community forest, community grazing land, income from fishpond), the relevant authority that owns the resource (village, commune or district authority) is entitled to compensation for the total production loss (over 7 years); this compensation should be used collectively for income restoration measures and/or new infrastructure.</p>
7.2: Loss of firewood and wood product gathering areas	Villagers who have had customary rights to the common property resource	<ul style="list-style-type: none"> • In cases where the loss of the firewood gathering area represents more than 10 % of a village's firewood gathering area, then a replacement firewood area will be identified and allocated. • In cases where alternative firewood gathering areas cannot be identified, then, depending on the preference of the village the Company will provide funds and TA for the establishment of firewood plots over a 2 year implementation period.
7.3 Loss of fish and aquatic products		<p>Either:</p> <p>(a) cash compensation, based on the value of the annual loss of catch x 5 years; or</p> <p>(b) provision of replacement fish or protein production systems; or</p> <p>(c) provision of alternative livelihood enterprises which produce net income equivalent to that lost.</p>
8: Allowances and Transitional Measures		
8.1 Disturbance allowance	Significantly impacted PAPs (those whose land or income is impacted by more than 10%) and PAPs relocating	USD 15 per person.
8.2 Materials transport allowance	All relocating PAPs with structures All relocating tenants	<p>In kind assistance with vehicles and labourers.</p> <p>Preference to be given to local transportation and labourers, particularly PAPs.</p>
8.3 Rental allowance	Tenants in rental properties adversely affected by Project Lands.	<p>Six months rent at prevailing market rate.</p> <p>Any penalties associated with ending lease early paid by government.</p>
	Landlords whose rental property is adversely affected by Project Lands.	<p>Six months rent allowance will be provided, to allow for rebuilding and finding tenants.</p> <p>Payment of penalties for ending lease contract early.</p>
8.4 Business transition allowance	Owners of small businesses and shops identified in the Baseline Study	An allowance equal to six months income (as assessed for each business during the Socio-Economic Survey referred to in clause 5.2).

TYPE OF LOSS	ENTITLED HH	COMPENSATION AND REHABILITATION MEASURES
8.5: Transitional Food Assistance	All relocating PAPs and PAPs severely affected by loss of productive (food generating) assets who are identified in the Implementation Plan, and whose livelihood restoration program has not yet been fully implemented or successful.	Rice and protein will be provided as required to Project Affected Persons to the extent that their rice and protein production and intake has been impacted by the Project and such rice and protein production and intake not yet restored. This will be assessed by the Village Development/Resettlement Committees, and confirmed by the District social welfare office, and reviewed from time to time by monitors. The rice and protein supplement shall be provided by the Company on a quarterly basis, or more regularly if required, according to needs. (Regular internal monitoring will be essential and prompt delivery of food security as soon as it is needed. A special fund will be available to enable quick response).
8.6: Transitional Income Assistance	All relocating PAPs and PAPs severely affected by loss of productive (income generating) assets who are identified in the Implementation Plan, and whose livelihood restoration program has not yet been fully implemented or successful.	Cash will be provided as required to Project Affected Persons to the extent that their income has been impacted by the Project and such income not yet restored. This will be assessed by the Village Development/Resettlement Committees, and confirmed by the District social welfare office, and reviewed from time to time by monitors. The income assistance shall be provided by the Company on a quarterly basis, or more regularly, if required.
8.7 Special assistance	All relocating PAPs and PAPs significantly impacted (those whose land or income is impacted by more than 10%) and who are identified during the Baseline Survey as being below the Poverty Line.	300,000 kip for each family below the poverty line. (equivalent to one months salary for the head of household which is assumed to be the time taken for moving which a family with none or little assets or savings and may be required to pay out of pocket expenses)
8.8 Grievance entitlements	All PAPs	Full access to the Grievance Procedure, if and when required.
PAPs without adequate labour to assist with resettlement activities	300,000 kip for each family without sufficient labour resources to relocate . as decided by the Village Development/Resettlement Committee. Entitlement is additive, ie poor families without sufficient labour receive 600,000 kip.	
PAPs whose livelihood restoration program has not yet been fully implemented or successful	Food security (rice and protein supplement) as required until restoration of livelihood. Regular internal monitoring will be essential and prompt delivery of food security as soon as it is needed. A special fund will be available to enable quick response.	

16. Funding Arrangements

16.1 General

- (a) The Company shall be responsible for:
 - (i) performing (at its cost) all of the resettlement activities for which it is nominated as the responsible party in this Part in accordance with clause 30.5 of the Concession Agreement; and
 - (ii) funding all the resettlement activities for which the GOL is nominated as the responsible party in this Part, and activities that the GOL elects to perform in accordance with clause 30.6 of the Concession Agreement.
- (b) The Company's funding obligation in paragraph (a)(ii) shall include:
 - (i) the cost of the general activities of the Government Authorities involved in the Resettlement Process (including the RC, the RMU, the District Resettlement Working Groups, Village Resettlement Committees) as referred to in clause 4, through the funding of the RMU described in clause 16.6, budget item (F);
 - (ii) the cost of the independent monitoring agency as contemplated in clause 5.4, through the budget item (A2) in clause 16.6;
 - (iii) an additional annual payment pursuant to clause 16.4 of USD 300,000 for each year of the Operating Phase for the Social and Environmental Remediation Fund, as escalated in accordance with clause 16.5; and
 - (iv) awards of compensation to Project Affected Persons under the Grievance Procedure in accordance with clause 14.7.
- (c) The GOL shall be responsible for performing all the resettlement activities for which it is nominated as the responsible party in this Part and all of the resettlement activities that the GOL elects to perform in accordance with clause 30.6 of the Concession Agreement.
- (d) The resettlement activities to be performed by the Company or the GOL are either:
 - (i) expressed as having a budget and being Limited by Cost; or
 - (ii) expressed as having a budget and being Limited by Scope.

16.2 Funding of Resettlement Works to be carried out prior to Financial Close

- (a) Prior to the occurrence of Financial Close, the Company may elect, but shall not be obliged, to undertake all or any of the following resettlement activities, being resettlement activities to which the development budget set out in item (b) of clause 16.6 applies, namely work for which the Company is responsible in respect of:
 - (i) the pilot village, as described in clause 7.5;
 - (ii) the demonstration farms, as described in clause 9.2; and
 - (iii) technical assistance to support the resettlement activities.
- (b) If the Company does not elect to implement the resettlement activities referred to in paragraph (a) before the occurrence of Financial Close then such resettlement activities will be carried out at the beginning of the Resettlement Planning Period.

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- (c) Resettlement Works, including planning, preparation and implementation activities, shall not be undertaken prior to the occurrence of Financial Close or ad hoc unless the RC has first approved those activities as part of a quarterly or ad hoc plan in agreement with the Company, and the Company has agreed to fund such activities.
 - (d) The Company shall pay into such bank account as shall be nominated by the GOL, in advance of the implementation of each quarterly or ad hoc plan approved by the RC, such funding as may be agreed in (c) for any resettlement activities included in that plan to be carried out by the RC, the RMU, the DRWGs, the VRCs and the other Government Authority, as part of the budget item (F) in clause 16.6.

16.3 Funding of Resettlement Works to be carried out after Financial Close

- (a) The Company shall pay on a quarterly basis into such bank account as may be nominated by the GOL, in advance of the implementation of each plan approved by the RC under clause 4.2(c) and agreed by the Company, funding for any resettlement activities included in that plan to be carried out by the GOL.
- (b) At the end of the period of each plan, the RMU will submit to the Company a report showing the completed tasks and documenting the use of the corresponding funding with necessary supporting documents. If it appears that tasks have not been achieved as planned or that the budget has not been used in accordance with the agreed plan, the Company and the GOL will meet together in order to agree on the measures to be taken in order to remedy the situation.

16.4 Establishment of the Social and Environmental Remediation Fund

- (a) Prior to the occurrence of the Commercial Operations Date, the GOL through the RC shall establish and maintain a fund (the “**Social and Environmental Remediation Fund**”) for the purpose of funding:
 - (i) the operation and maintenance costs of the community water and irrigation systems for the Resettlement Area;
 - (ii) the maintenance of the GOL Resettlement Assets in accordance with Good Operating Practices for the Concession Period;
 - (iii) any initiatives designed to mitigate and address any remaining problems which have arisen or which may arise in the future, whether before or after the occurrence of the Commercial Operations Date, from the Resettlement Process; and
 - (iv) any initiatives designed to mitigate and address any resettlement activities set out in this Part to be funded by the Social and Environmental Remediation Fund.
- (b) The Company shall pay into such bank account for the Social and Environmental Remediation Fund as may be nominated by the GOL the amount of USD 300,000, as escalated in accordance with clause 16.5, for each year of the Operating Phase, payable in two instalments in each such year as follows namely:
 - (i) the first instalment for the first year shall be paid within three (3) months of the occurrence of the Commercial Operations Date;
 - (ii) the second instalment for the first year shall be paid within nine (9) months of the occurrence of the Commercial Operations Date; and
 - (iii) the instalments in each subsequent year shall be paid on the dates which are the anniversaries in that year of the payment dates for the two instalments paid in the first year,

provided that if any such payment date is not a Business Day then the relevant instalment shall be paid not later than the immediately following Business Day.

- (c) To give effect to paragraph (b), the RC shall instruct the RMU to open and maintain such bank accounts in the name of the RC in the Lao PDR for the purposes of managing the Social and Environmental Remediation Fund and in such currencies as the RC shall determine, but without being obligated to convert from any currency to another currency.
- (d) The GOL, through the RMU, shall deposit all moneys referred to in paragraph (b) into the bank accounts referred to in (c) and may pay from the moneys standing to the credit of those accounts at any time:
 - (i) disbursements incurred in accordance with annual budgets approved by the RC; and
 - (ii) any other payments for purposes related to Resettlement Process or the Project, upon the signature of persons authorised by the RC and pursuant to a resolution of the RC.
- (e) The Company agrees with the GOL that each annual payment of USD300,000 as escalated in accordance with clause 16.5, shall be considered to be a budget which is Limited by Cost, for the purposes of clause 30.7(a)(i) of the Concession Agreement.
- (f) In the event that the GOL reasonably considers that the annual payment is insufficient in any year and the Fund is then reduced to USD10,000 or less, and the GOL can provide reasonable supporting evidence to the Company to justify additional expenditure, the Company agrees for the purposes of clause 30.7(e)(i) of the Concession Agreement that the budget amount referred to in paragraph (e) shall be subject to the Overrun Allowance in accordance with the Concession Agreement.

16.5 Formula for escalation of the Social and Environmental Remediation Fund Payment

Each instalment payment to be made by the Company pursuant to clause 16.4(b) to the Environmental and Social Remediation Fund shall be the amount which results from the application of the Escalation Formula on the date which falls five (5) Business Days prior to its payment date where for the purposes of the Escalation Formula:

- (a) "A" is the amount in Dollars of that instalment resulting from the calculation payable by the Company for the Environmental and Social Remediation Fund on the relevant payment date as set out in clause 16.4(b);
- (b) "B" is USD 150,000;
- (c) "C" is 1.00;
- (d) "D" is the CPI for the month which falls six (6) clear months prior to the date on which the Escalation Adjustment is to be calculated; and
- (e) "E" is the CPI for the month which falls six (6) clear months prior to the date of the Concession Agreement.

16.6 Summary of Company funding for resettlement activities

- (a) All of the budget amounts for the resettlement activities of the Company and the GOL under this Part are summarised in clause 16.6(c), the table in which contains the following details:
 - (i) column 1 identifies the clause of this Part which relates to the relevant item;
 - (ii) column 2 numbers the budget items;

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- (iii) column 3 summarises the activity from the clause referred to in column 1; and
 - (iv) columns 4-9 set out the categories of budget for each item.
- (b) The budget columns are split in six (6) categories as follows, namely:
- (i) the column marked “Development Stage Maximum Amount”, which relates to any development activities carried out prior to Financial Close as referred to in clause 16.2. This is covered by budget item (b) for USD2,500,000 of which the Sponsors have already spent USD2,100,00 as Development Costs. The remaining balance of USD400,000 will be spent either before the Financial Close or after Financial Close, as permitted in clause 16.2;
 - (ii) the budget column marked “Pre Operating Phase Budget – Limited by Scope”, which relates to the resettlement activities of the Company and the GOL as specified in clause 16.1(d)(ii) for which the budget is Limited by Scope, and which will be performed before the GOL Project Completion Date;
 - (iii) the budget column marked “Pre Operating Phase Budget – Fixed Maximum Amount”, which relates to the resettlement activities of the Company and the GOL as specified in clause 16.1(d)(i) for which the budget items are Limited by Cost, and which will be performed before the GOL Project Completion Date;
 - (iv) the budget column marked “Operating Phase Budget – Lump Sum Maximum Amount”, which relates to the resettlement activities of the Company and the GOL as specified in clause 16.1(d)(i) for which the budget items are Limited by Cost, and which will be performed after the GOL Project Completion Date; and
 - (v) the budget column marked “Operating Phase Budget - Limited by Scope” which relates to the resettlement activities of the Company as specified in clause 16.1(d)(ii) for which the budget is Limited by Scope, and which will be performed after the GOL Project Completion Date.

16.6(c) Summary and Limitations of Company's Funding Obligations (in USD) for Part 1 of Schedule 4

Clause reference	Bud. Item	Activities	Limited by Cost	Limited by Scope	Development stage maximum amount	Pre Operating Phase Budget	Operating Phase in USD	Total (Dev. Stage, Pre Op. and Op. Phases)
5.2	A1	Baseline surveys		1				
5.5	A2	Independent Monitoring	1			300,000	335,000	635,000
7.1	B	Survey village land areas and suitability (irrigation and soil condition)	1	1	2,500,000			2,500,000
7.2		Plan village locations						
7.3		Consult villages on village location and other matters						
7.4		Prepare and move pilot village						
7.5		Preparation of forest and land use plans for each village						
7.6		Prepare detailed site plans and plot plans						
7.7		Consult with villages on the plans						
7.8		Finalise the location for each household						
9.2		Demonstration farm						
9.5		Identify forest resource						
9.3	Establish three farm and house plots and relocate three households							
9.4		Evaluation of three pilot farms						
7.10	C	UXO survey and clearing for Resettlement Area (as well as awareness training and on call roving capability)		1		699,000		699,000
14		Grievance procedure outcomes	1			500,000		500,000
10.4	F2	Training on other income generation activities and technical support	1			346,700	91,400	438,100
7.9	F	Inform households of their location	1			2,710,800	1,137,100	3,847,900
8.1		Obtain land certificate from Provincial Government and provide land titles to Resettlers						
8.3		Develop a mechanism to distribute farm and house plots among households						
8.5.21		Prepare cultural heritage plans						
8.7		Physical relocation						
9.9		Consult with villagers on livelihood packages						
10.2		Training for Resettlers on new farming techniques, including irrigated rice						
10.6	Hand over community forest							

11.1		Set up Village Resettlement Committee in each village						
11.2		Develop a training program for the RMU, District Resettlement Working Groups and Village Resettlement Committees						
11.3		Pre-relocation activities plan						
11.5		Consult the villages on Community Development plan						
12.3		Provide Income support and employment opportunities						
8.2	G	Clear village sites - Land clearing and fencing		1		5,443,800	69,900	5,513,700
8.4		Organise the villages for relocation, including transport						
8.6		Construction of house for each family of Resettlers						
10.3		Provide farm equipment						
8.5	H	Design and construct infrastructure and equipment		1		7,800,200		7,800,200
15.2	I	Compensation Payment Project Lands		1		3,000,000		3,000,000
13.2	L	Physical Cultural Resources during construction		1		150,000		150,000
13.3	M	Camp Follower Management	1			250,000		250,000
12.1	N	Regional Health Program	1			1,552,100	468,900	2,021,000
9.6	O	Community Forestry Program	1			619,100		619,100
9.7	P	Livestock Improvement Program	1			458,100	89,000	547,100
9.8	Q	Agricultural Development Program	1			674,100	129,400	803,500
10.1		Clear and prepare rice areas						
9.10	R	Fisheries Development and Management Reservoir Program	1			264,400	292,800	557,200
10.5	S	Provide other livelihood equipment		1		996,900		996,900
11.4	T	Community Development plan	1			570,300	263,300	833,600
12.3		Provide Income support and employment opportunities (rice for vulnerable households)		1		367,300	297,000	664,300
12.2	U	Resettlers Health Program	1			757,500	210,300	967,800
16.4	V	Social and Environmental Remediation Fund (SERF) - US\$300,000 for each year of the Operating Phase (as escalated)*	1				7,500,000 (as escalated)	7,500,000
7.11	W	Preparation and implementation of a site specific environmental plan for the Resettlement Area		1				
		TOTAL				2,500,000	27,460,300	10,884,100
								40,844,400

* Funding for the Social and Environmental Remediation Fund is based upon the yearly funding amounts required in clause 16.4, to be adjusted for CPI according to clause 16.5, for each year of the Operating Phase.

16.7 Adaptive Implementation

Both the GOL and the Company acknowledge that due flexibility is needed when implementing the Resettlement Works described in this Part, and acknowledge that, upon agreement between the GOL and the Company, the budgets for those items included in this Part identified as “Limited by Scope” may be reallocated to purchase other materials or equipment as needed.

ATTACHMENT A**LAO PEOPLE DEMOCRATIC REPUBLIC****PEACE INDEPENDENCE DEMOCRACY UNITY PROSPERITY**

Committee for Planning and Cooperation No. 1147/CPC

Vientiane, Date. 22 Jul 2002

THE NT2 RESETTLEMENT POLICY

- Reference to the Lao PDR Law No. 01/95, dated 08 March 1995;
- Reference to the Forestry Law No. 01/96, dated 11 October 1996;
- Reference to the Water Resources Law No. 02/96, dated 11 October 1996;
- Reference to the Land Law No. 01/97, dated 12 April 1997;
- Reference to the Electricity Law No. 02/95, dated 12 April 1997;
- Reference to the Decree No. 193/PM on the establishment of the Nakai-Nam Theun NBCA, Corridor Areas, NT2 Project Reservoir Area, and Resettlement and Forest Area for people affected by the Project, dated 29 December 2000;
- Reference to the Decree No. 37/PM on the approval of the allocation of the Resettlement and Forest Area to people and village organizations affected by the Nam Theun 2 Project for carrying out forestry business activities, dated 12 April 2002;
- Reference to the proposals of the Resettlement Committee No. 0987/G.km, dated 1 July 2002.

Committee for Planning and Cooperation agrees:**Article 1: Objectives of the Resettlement Policy**

- 1.1 This policy outlines the basic principles and measures governing the resettlement provision of agricultural and forestry production areas and compensation to the population of the Nam Theun 2 Project zones, with the view of upgrading and ensuring sustainable livelihoods.
- 1.2 It provides that the population participates in the consultation, planning and design process of their new settlement and production areas.
- 1.3 It provides for the application of special measures as required towards ethnic minorities and vulnerable persons to assist them to take care of their needs and foster self-reliance.
- 1.4 It provides for the construction of infrastructure in new settlements areas in accordance with designs approved by the Resettlement Committee in the best interests of the local population in and around the resettlement areas.

- 1.5 The population to be resettled should materially improve its standard of living after relocating; individual household incomes should be above the national poverty line within four years after physical relocation and should be supported in the interim period.
- 1.6 The policy provides for replacement land being available to all those interested; cash compensation would only be considered for those with specific plans to permanently move out of the district.
- 1.7 The resettlement and rehabilitation plans will be conceived and executed as specific development plans.

Article 2: Policy Areas

The areas of this policy are those where the population is directly and indirectly impacted by the Nam Theun 2 Project, including:

2.1 Khammounane Province

- Nakai District: The dam and reservoir area covers the territory of 15 villages in Nakai District.
- Gnommalath District: The powerhouse, weir and water basin, outflow channel from the powerhouse and first portion of the high voltage transmission line.
- Mahaxai District: Outflow canal to the Xe Bangfai river and the middle portion of the high voltage transmission line.
- Thakhek District: The 115 kV transmission line, from Mahaxai to Thakhek.
- Nongbok and Xe Bangfai Districts: Xe Bangfai downstream.

2.2 Savannakhet Province

- Savboury District: May be affected by releasing water from the reservoir and to Xe Bangfai downstream and remaining portion of the high voltage transmission line.
- Khanthanboury District: remaining portion of the high voltage transmission line.

2.3 Bolikhamsay Province

- Khamkeut District: One portion of the reservoir on the dam's right side, the new road, and two villages: Sop Hai, Nam Nian.

The resettlement policy is directly linked to the above Project components and operation of the powerhouse, dam and reservoir.

Article 3: Selection of Resettlement Areas

Based on the preferences of the reservoir population and in accordance with Decree 193/PM of December 2000, three areas have been selected for resettlement:

Area 1: Near Nakai town (Khammouane Province) covering an approximate area of 1,600 hectares.

Area 2: On the west of Ban Done and Ban Khon Khene, Nakai District (Khammouane Province), covering an approximate area of 10,300 hectares.

Area 3: On the west of Ban Nakai Tay and Ban Nakai Neua (Khammouane Province), covering an approximate area of 10,900 hectares.

Article 4: Compensation Policy

- 4.1 Compensation based on the principle of replacement cost will be provided for agricultural lands, gardens, building land, fruit trees, houses, schools, hospitals, dispensaries, temples, cemeteries, markets, buildings and any other assets and activities that will be affected.
- 4.2 The Project will provide housing and agricultural-forestry production land for each household in the reservoir area at the time of the population and assets survey. For any household not wishing to receive any such land or housing, the Project will pay cash compensation at replacement cost based on the local market value prevailing at the time.
- 4.3 Fruit trees shall be compensated according to the agreement between the concerned parties and/or locally prevailing market prices.
- 4.4 Schools, hospitals, dispensaries, markets, temples, clubs, cemeteries, roads and other constructions owned by the State and the village will be re-built by the Project or will be otherwise compensated for at their replacement cost.
- 4.5 The dismantling of old houses and construction cost of new replacement houses will be, jointly with the owners, determined by the Project and will be compensated. Transportation to the resettlement area (including wood prepared by the population) and labour and equipment provided by each family will be compensated. Each house may be designed by the population itself according to their preference. Moving of household goods including livestock will be arranged at no cost to the household.
- 4.6 Villagers resettling outside the resettlement areas (to other localities) will receive full compensation from the Project in one single payment for agricultural land, gardens, fruit trees, houses, building land and other losses and will be provided transportation to their destination. Any self-resettlement proposals must be reviewed for feasibility and approved by the Resettlement Committee before agreement to cash payment.
- 4.7 Food security will be provided to households until the Policy income target has been met, according to the Regulations.
- 4.8 All persons that sustain a loss under the Project will be entitled to adequate and prompt compensation or replacement of assets lost.
- 4.9 Under this policy, regulations will be made that classify those who are entitled to compensation and the level of compensation entitlement.
- 4.10 Households in the Project's Reservoir Area as of October-1998 will be entitled to compensation and have been registered, including those household of national growth and household of any government employees who have been assigned to the area since the registration process.

Article 5: Other Provisions

- 5.1 The resettlement transition period (from relocation to self-sufficiency) will be minimised and adequate social, economic and environmental support will be provided during this period.
- 5.2 Those to be resettled will, as a matter of their preference, be relocated on sites situated on the Nakai Plateau in areas as mentioned in Article 3. Those few households wishing to relocate off the Nakai Plateau will have that option and will be paid adequate compensation.
- 5.3 Villages will be resettled as villages and according to their traditional groupings; where two or more villages are to be combined in a new location, agreement of all concerned villages will be obtained. Living standard in the new villages must be better than before.
- 5.4 New villages will be provided with appropriate community infrastructure as specified in the Resettlement Action Plan.

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- 5.5 Insofar as changes in household economic activities are proposed, the replacement opportunities will recognise the ability and interest of the persons affected, new activities will be introduced on a sound economic basis, with risks identified and understood.
 - 5.6 All compensation, relocation and rehabilitation costs will be borne by the Project with funds disbursed through an appropriate institutional structure.
 - 5.7 All those affected by the Project will have the same basic rights, although entitlements may vary.
 - 5.8 Proof of residency or traditional use from the Village administration is required to establish the right to compensation.
 - 5.9 The allocation of farm/house lots will recognise family composition; households with large numbers of present or future labour-force members will be considered for allocation of plots that can accommodate larger or expanding households.
 - 5.10 The socio-cultural composition of the affected villages will be recognised in the resettlement plans and their implementation. Special measures will be planned for vulnerable groups.
 - 5.11 All affected persons will have effective access to grievance procedures that would deal with problems that may emerge at the household or village level.
 - 5.12 The program of resettlement will be linked to the Project construction program; reservoir impoundment will not proceed until all affected persons have been relocated in accordance with the approved resettlement schedule.
 - 5.13 Any host people affected by the resettlement program will be compensated according to the degree of the impact.

Article 6: Implementation

- 6.1 The NT2 Resettlement Committee will be responsible to carry out the effective implementation of the Resettlement Action Plan and for the co-ordination of the organisations involved; the Resettlement Committee will instruct the Resettlement Management Unit (RMU).
- 6.2 The NT2 Resettlement Committee and the Resettlement Management Unit (RMU) will prepare the Regulations under this policy.
- 6.3 The NT2 Resettlement Policy is to be recognized and supported by Ministries, Organizations equivalent to the Ministries, Organizations and local administrative Authorities for effective implementation.

Article 7: Validity

- 7.1 This policy replaces the NT2 Resettlement Policy No. 023/SPC, dated 5 February 1998 and will become effective on the date of signature entered upon.

Signed

Deputy Prime Minister

President of Committee for Planning and Cooperation

Schedule 4 Part 2: Social Component - Downstream Areas

1 Definitions and interpretation

1.1 Concession Agreement definitions to apply

Words and expressions defined in the Concession Agreement shall have the same meaning in this Part, including:

Asian Development Bank, Commercial Operations Date, Company, Dam, \$, environment, environmental, Environmental and Social Objectives, Environmental and Social Plans, Financial Close, GOL, Limited by Scope Environmental and Social Objectives, Limited by Cost Environmental and Social Objectives, Nam Kathang River, Nam Phit River, Operating Phase, Overrun Allowance, Panel of Experts, Power Station, Project, Project Impacts, Project Lands, Reservoir, World Bank, and Xe Bang Fai River.

1.2 Definitions

Subject to clause 1.1 and unless the contrary intention appears, the following words have the following meanings when used in this Part:

Downstream Areas means the areas in which villages and communities may be potentially affected by the Project in the following zones:

- (a) the Xe Bang Fai River riparian area (from the confluence of the Nam Phit River and the Xe Bang Fai River down to the Mekong River) and those villages which may be influenced by the backwater effect upstream of this confluence;
- (b) the Nam Kathang River riparian area;
- (c) the hinterland area, including those areas where hinterland villages access the Xe Bang Fai River or Nam Phit River for fishing or collecting aquatic products; and
- (d) the area downstream of the Dam, including villages located in the vicinity of the Nam Theun River and its tributaries (Nam Phao River, Nam Kata River and Nam Ngoy River) and accessing the stretch from the Dam Site down to the Theun Hinboun Hydroelectric Project headpond for fishing or collecting aquatic products; and
- (e) those areas upstream of the Reservoir which may experience impacts on fisheries.

Downstream Areas Funding has the meaning given to that term in clause 4.2(a).

Downstream Fisheries Baseline has the meaning given to that term in clause 3.1(a).

Downstream Socio-economic Baseline has the meaning given to that term in clause 3.1(c).

Grievance Procedure has the meaning given to that term in Schedule 4 Part 1.

Implementation Plan has the meaning given to that term in clause 6.1(a).

Mitigation, Compensation and Resettlement Process means the planning, implementation and monitoring of mitigation measures and compensation entitlements and measures to mitigate against and/or compensate for the Project Impacts in the Downstream Area, including but not limited to provision of compensation for, and restoration of livelihood of, Project Affected Persons and mitigation of physical impacts in the Downstream Areas.

Mitigation, Compensation and Resettlement Provisions has the meaning given to that term in clause 5.2.

NT2 Resettlement Policy means the English translation of the NT2 Resettlement Policy attached as Attachment A to Schedule 4 Part 1 of the Concession Agreement.

Project Affected Persons or PAPs, for the purpose of this Part 4 means persons in the Downstream Areas, who on account of the execution of the Project, had or would have their: (i) standard of living adversely affected; or (ii) right, title, or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, or otherwise adversely affected temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

Resettlement Implementation Period for Downstream Areas has the meaning given to that term in clause 2(c).

1.3 Interpretation

- (a) In this Part:
- (i) references to clauses are to the clauses of this Part unless they are specified to be clauses of the Concession Agreement or of another Part or Schedule of the Concession Agreement;
 - (ii) references to this Part are to this Part 4 of Schedule 4 of the Concession Agreement unless they are specified to be some other Part or Schedule, including this Schedule 4, to the Concession Agreement;
 - (iii) the Attachments to this Part in all respects form part of this Part and any obligation or right of a party set out in an Attachment hereto is in all respects an obligation or right of that party under this Part;
 - (iv) if a provision of this Part is inconsistent with any provision of the Concession Agreement, the provision in the Concession Agreement shall prevail;
 - (v) if a provision of this Part is inconsistent with the NT2 Resettlement Policy, the provision in this Part shall prevail (unless the NT2 Resettlement Policy provides for a higher standard, in which case the NT2 Resettlement Policy shall prevail); and
 - (vi) subject to the preceding paragraphs in this clause 1.3, clause 48.2 of the Concession Agreement applies to the interpretation of this Part.
- (b) This Part 4 in all respects forms part of the Concession Agreement and any obligation or right of a party set out in this Part is in all respects an obligation or right of that party under the Concession Agreement.
- (c) Clause 30.4(b) of the Concession Agreement addresses the requirements of the parties as to the interpretation of the Environmental and Social Objectives and the extent to which regard may be had to the findings, reports and recommendations of the Environmental and Social Plans.

2 Scope of Mitigation, Compensation and Resettlement Process

- (a) This Part 4 contains the parties' obligations in respect of Project Affected Persons in the Downstream Areas.
- (b) For those persons who are Project Affected Persons due to their location on, or proximity to, Project Lands, their compensation entitlements shall be governed by Part 1 of Schedule 4.
- (c) The Mitigation, Compensation and Resettlement Process commenced prior to Financial Close and shall continue until the later of the fifth anniversary of the Commercial Operations Date and the point in time when the Downstream Areas Funding has been exhausted ("**Resettlement Implementation Period for Downstream Areas**").

- (d) Without limiting the role of the Panel of Experts under the Concession Agreement, the Panel of Experts will review the status of the objectives of the Mitigation, Compensation and Resettlement Process (as stated in clause 5.1) and the Mitigation, Compensation and Resettlement Provisions (as stated in clause 5.2) six months prior to the conclusion of the Resettlement Implementation Period for Downstream Areas and provide a written report to the GOL and the Company.

3 Baseline surveys

3.1 Obligation to prepare and update baseline surveys

As at the date of the Concession Agreement, the Company agreed with the GOL to implement the following activities:

- (a) ensure that a five year baseline study is carried out by an experienced fisheries professional to quantitatively establish pre-Project fishery resources in the portions of the Downstream Areas which will be affected by the Project. The Company will furnish the results obtained in the study to the GOL on a regular basis and together they will agree on pre-Project baseline levels and varieties (“**Downstream Fisheries Baseline**”);
- (b) monitor and measure the fishery resources identified in the Downstream Fisheries Baseline and report on its findings to the GOL at least twice per year from the Commercial Operations Date until the end of the Resettlement Implementation Period for Downstream Areas;
- (c) commission a baseline socio-economic and health survey of those villages located along the Xe Bang Fai River. As part of this survey, the nutritional/livelihood importance of riverbank gardens and fisheries in the Downstream Areas shall be identified (“**Downstream Socio-economic Baseline**”);
- (d) update the Downstream Socio-economic Baseline within one year following Financial Close and within one year prior to the Commercial Operations Date; and
- (e) monitor and measure twice after the Commercial Operations Date (approximately two (2) years after the Commercial Operations Date and approximately four (4) years after commencement of the Operating Phase), the households’ socio-economic/health status identified in the Downstream Socio-economic Baseline, and report on its findings to the GOL.

4 Company’s obligation to develop and fund Mitigation, Compensation and Resettlement Process

4.1 Company’s obligation to develop the Mitigation, Compensation and Resettlement Process

In order to mitigate and/or compensate for the adverse impacts of the Project in the Downstream Areas, the Company has commenced, and will continue to develop, a comprehensive framework for the Mitigation, Compensation and Resettlement Process, which will focus on:

- (a) livelihood restoration to replace proteins and fisheries income losses;
- (b) restoration of domestic water supply and river crossing access;
- (c) protection of, repair or replacement of irrigation pumps when needed (as the case may be);
- (d) physical impacts mitigation, compensation, resettlement and rehabilitation; and
- (e) flood management,

and covering:

- (f) services (studies, surveys, technical assistance, training and extension services, monitoring and evaluation (including independent monitoring services for GOL), capacity building);
- (g) local consultations;
- (h) goods;
- (i) works;
- (j) operating and maintenance costs (including, for the avoidance of doubt, provision for GOL implementation budgets); and
- (k) required contingencies.

4.2 Company's funding obligation and principles for allocation of funds

- (a) The Company agrees with the GOL that it must contribute \$16 million to this Mitigation, Compensation and Resettlement Process to the benefit of Project Affected Persons, during the Resettlement Implementation Period for Downstream Areas ("**Downstream Areas Funding**").
- (b) The Company agrees that its obligations under clause 3.1 are Limited by Scope Environmental and Social Objectives up until Financial Close. After Financial Close, the Company's obligation to fund these activities will be covered by its obligation under clause 4.2(a).
- (c) The parties agree that the funding to be provided by the Company under paragraph (a) shall be allocated in accordance with the following principles:
 - (i) a maximum of \$8 million will be available for disbursement in the period between Financial Close and the Commercial Operations Date;
 - (ii) the balance of the \$16 million must be disbursed in the period between the Commercial Operations Date and the end of the Resettlement Implementation Period for Downstream Areas, according to the needs of Project Affected Persons;
 - (iii) in the event the balance of the \$16 million has not been disbursed in the period ending on the fifth anniversary of the Commercial Operations Date, the GOL, the World Bank and the Asian Development Bank will jointly define the use of monies left to the benefit of Project Affected Persons in the Downstream Areas and to that effect will jointly give consideration to the establishment of an ongoing rehabilitation fund to administer ongoing measures in the Downstream Areas (as well as funds from external sources if any).
 - (iv) the detailed disbursement schedule for allocation of funds in the period from Financial Close to the end of the Resettlement Implementation Period for Downstream Areas will be formulated in the Implementation Plan and will be sufficiently flexible to be responsive to the needs of the Project Affected Persons in the Downstream Areas, in terms of frequency of disbursements and allocation of funds by program and by region.

5 General obligations of the parties

5.1 Objectives of the Mitigation, Compensation and Resettlement Process

The parties agree to take steps to reach the objectives of the Mitigation, Compensation and Resettlement Process in the Downstream Areas which are to:

- (a) ensure that all Project Affected Persons promptly receive their entitlements under clause 7;
- (b) at least restore livelihoods of Project Affected Persons in the Downstream Areas on a sustainable basis;
- (c) mitigate or compensate (at replacement cost) for the physical impacts from the Project on the Downstream Areas;
- (d) have the Project Affected Persons participate in the consultation, planning and design of the Mitigation, Compensation and Resettlement Process;
- (e) apply special measures as required towards ethnic minorities and vulnerable persons to take care of their needs and foster self-reliance and to improve their socio-economic status;
- (f) comply with the NT2 Resettlement Policy.

5.2 Parties to comply with and implement the Mitigation, Compensation and Resettlement Provisions

The parties recognise that in implementing the Mitigation, Compensation and Resettlement Process, they need to, and they agree that they will comply with the following key principles (“**Mitigation, Compensation and Resettlement Provisions**”), namely that:

- (a) participation, cooperation, opinion, and advice from Project Affected Persons is essential to the Mitigation, Compensation and Resettlement Process and will be sought;
- (b) assistance from international experts is also essential to the Mitigation, Compensation and Resettlement Process and such experts will be engaged;
- (c) the social and cultural cohesion of villages will be protected;
- (d) traditional organisational structures, religious beliefs and resource use will be recognised and respected;
- (e) appropriate consultation and participation methods are to be used, utilising local knowledge in developing production systems that suit the Project Affected Persons’ needs and environment and which results in a self-sustained livelihood;
- (f) the Mitigation, Compensation and Resettlement Process will be transparent; and
- (g) the provisions as stated in Articles 4 and 5 of the NT2 Resettlement Policy.

The parties agree to use their best endeavours to facilitate compensation, resettlement and restoration of livelihoods of Project Affected Persons in the Downstream Areas during the Resettlement Implementation Period for Downstream Areas, with the funding available for this program under clause 4.2.

6. Development of Implementation Plan

6.1 Preparation of Implementation Plan

- (a) The Company, in consultation with the GOL and with such input as the World Bank and the Asian Development Bank may wish to propose, and with due regard to the Social Development Plan, must prepare a detailed Implementation Plan for the Mitigation, Compensation and Resettlement Process (“**Implementation Plan**”).
- (b) The Company shall ensure that the Implementation Plan is carried out by suitably competent and expert persons who are acceptable to the GOL and that the Implementation Plan provides for at least the following matters:
 - (i) the extent of reasonably foreseeable impacts in the Downstream Areas;

- (ii) principles for identification of Project Affected Persons;
 - (iii) meaningful consultation with, and participation of, Project Affected Persons;
 - (iv) the mitigation, compensation and resettlement measures to be implemented, taking into account their acceptability to the Project Affected Persons;
 - (v) any technical assistance which is required;
 - (vi) the proposed implementation schedule;
 - (vii) the monitoring indicators which will be used to assess the efficiency and appropriateness of the mitigation, compensation and resettlement measures (as well as the restoration of livelihoods of Project Affected Persons, to the extent possible);
 - (viii) detailed budgets; and
 - (ix) other matters required by the GOL.
- (c) The Company shall ensure that the implementation plan reflects the parties' intention that:
- (i) the GOL and the Company will be jointly responsible for the design of the program; and
 - (ii) the Company will take responsibility for studies and designs.
- (d) The Company shall ensure that the Implementation Plan addresses the detailed implementation arrangements for the following Project Impacts:

Item	Issue	Description of Project Impact	Principle of compensation/ mitigation program
1(a)	Assets and public facilities Riverbank protection against erosion (near temples)	Increased erosion might result in a risk for temples located next to the riverbank.	Since the villagers have expressed the preference not to move these temples, riverbanks will be protected, for instance, through the use of gabions.
1(b)	Assets and public facilities Assets relocation	Buildings close to the riverbank are put at risk by the possible increased erosion.	Buildings without community or cultural value will be relocated as close as possible to their original locations, in consultation with villagers.
1(c)	Assets and public facilities Irrigation pumps	Weekly water level fluctuations, due to the possible cessation of operation of the Power Station on Saturdays and Sundays, will require adjustments to the pump-to-supply connection, for the centrifugal pumps mounted on floating pontoons. Additional erosion may undermine the foundations of the steel pipe supports on the riverbank.	Pontoon pumps (and less likely axial pumps) will be relocated, as required. Required adjustment to connections systems (flexible hoses, electric wires and ropes) will be made. A warning system for unusual water level fluctuations will be designed for the various water users associations.
1(d)	Assets and public facilities Access across the Xe Bang Fai River	Higher water levels in the dry season will prevent people from crossing the river by wading across the rapids or by building temporary bamboo bridges.	The measures to be implemented will depend on consultations with villagers; they may include: a. provision of boats and ("long tail") engines b. pedestrian bridges (possibly of the "suspended" type)

Item	Issue	Description of Project Impact	Principle of compensation/ mitigation program
			c. culverts (with load limit, excluding use by logging trucks)
2	Domestic water supply	Water quality in the Downstream Areas may be affected, due to the degradation of the biomass submerged in the Reservoir (especially during the first few years), and increase in suspended matter.	Alternative sources of domestic water of appropriate quality will be developed prior to the Commercial Operations Date. These sources will be developed for each village that relies on the affected river for more than 75% of its domestic water, and for the corresponding percentage of the population if this reliance is less than 75%.
3(a)	Livelihood impacts Fish and Aquatic Product (FAP) losses	A decrease in fish catch (and aquatic product collection) is probable, due to: (a) modification of habitats as a result of a longer dry season and some sedimentation of habitats; (b) probable decreased water quality in the early years; and (c) greater difficulty fishing in the higher/faster waters. In terms of biodiversity, while there are no endemic fish species in the Xe Bang Fai River, some species may be extirpated and others may flourish, and the aquatic biomass production should partially recover and stabilize after a few years.	The actual compensation program will depend largely on community consensus but shall be designed having regard to the objective of restoration of livelihoods and social and economic conditions of Project Affected Persons on a household basis. While the Project favours the development of direct alternatives to impacted livelihoods, such as “fish for fish”, some communities may request support for some type of irrigation, generally for integrated cropping and fish farming, which should not be problematic, as both these activities require the pumping of water. The compensation programme could be based on a mix of several options, combining fish raising (in rice fields and/or fish ponds), and chicken, pig, or cattle raising. The program will also aim to improve the management of the fish resources, in both the streams and the wetlands, as the current use of these resources is clearly not sustainable.
3(b)	Livelihood impacts Loss of riverbank gardens	Due to the water increase in the dry season, gardens located in the riverbed and on the lower part of the banks will no longer be cultivable.	When it is not feasible or productive to move the gardens to the upper part of the riverbank, the Company will provide assistance for re-establishing gardening and cropping activities, including, when required, acquisition of land and development of irrigation schemes.
4	Flooding on the lower Xe	In the wet season, during moderate	The Company will consult with

Item	Issue	Description of Project Impact	Principle of compensation/mitigation program
	Bang Fai River	<p>flood events, the additional discharge from the Project will increase the water level in the downstream area of the Xe Bang Fai River by an average of 35cm. This will cause an additional area to be flooded, and an increase in water level on the already flooded areas. Duration of submersion will be increased by an average of 3.6 days for this type of event.</p> <p>These changes may potentially benefit fish production, but impact rice crops.</p>	<p>the villages and local authorities to review the flooding, its causes (taking into account studies undertaken by the Company), its impacts and beneficial uses, and current flood mitigation structures in the area, and devise an appropriate plan of action which may include: (a) prevention of additional flooding by increasing the elevation of the existing dykes; (b) some repairs and new construction of flood management gates; (c) proper operation of all flood gates; (d) natural fisheries management; and (e) introduction of submersion resistant varieties of rice.</p>

6.2 Review, approval and updating of the Implementation Plan

- a. The Company shall ensure that there is meaningful consultation with Project Affected Persons and villages during the planning and preparation of the Implementation Plan.
- b. The Company must submit the Implementation Plan to the GOL and the Panel of Experts within twelve (12) months of the occurrence of Financial Close.
- c. The GOL, with advice from the Panel of Experts, and with such input as the World Bank and the Asian Development Bank may wish to propose, will review and approve the Implementation Plan prior to its implementation. The GOL may at its discretion give its approval subject to conditions.
- d. In the event of any dispute between the parties as to how to allocate the funding referred to in this Part, either party may refer the matter to the Panel of Experts under clause 30.17(f) of the Concession Agreement.
- e. The parties agree that the Implementation Plan will be reviewed and updated, as necessary, as actual impacts become known through monitoring after the Commercial Operations Date.

7 Program: Implementation Phase

7.1 Allocation of responsibility

- (a) The GOL and the Company will be jointly responsible for the implementation of the program, with the parties taking such responsibility as is allocated to them in the Implementation Plan.
- (b) The Implementation Plan must provide for, and the parties must ensure that, Project Affected Persons receive entitlements in accordance with the following table:

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
1. PERMANENT LOSS OF LAND		
1.1: Permanent loss of residential land (home lot)	Documented owners (validated by village authorities) or recognized occupant	<p>Project Affected Persons (PAPs) will be entitled to compensation in cash or the provision of replacement land, as follows:</p> <p>a) If the PAP wants replacement house plot land then they will be provided</p>

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
and non agricultural/ garden land	users as at the cut off date identified in the Implementation Plan.	<p>with replacement land of <u>at least</u> equal size and amenity to the lost land in a location acceptable to the PAP. In this case no cash will be paid. The land will be cleared and levelled at the expense of the Company.</p> <p>b) Such replacement land will be provided with access to a road, of at least equal amenity to the current access.</p> <p>c) If the current/lost land is also supporting a dwelling, then the PAP will also be provided with access to electricity.</p> <p>d) Such replacement land will be provided with full land title in the name of both husband and wife.</p> <p>e) If the owner wants cash compensation then the Company will pay for the land at its replacement value as estimated by the actual local market value at the time the compensation is actually paid. Those receiving cash for land must undergo financial management training.</p> <p>f) If the land is partially affected and the remaining landholding is sufficient to re-establish houses and structures, PAPs may opt to receive cash compensation for the affected portion of land and structures.</p> <p>g) If the land is partially affected and the remaining landholding is not sufficient to rebuild affected houses and structures, the Company will acquire the entire landholding.</p> <p>Land disturbance allowance will be provided which is equivalent to 10% of the total compensation amount calculated for affected land.</p> <p>The Company shall meet any applicable registration and land transfer fees.</p>
1.2: Permanent loss of business land	Documented owners (validated by village authorities) or recognized occupant users, as at the cut off date identified in the Implementation Plan.	<p>PAPs will be entitled to compensation in cash or the provision of replacement land, as follows:</p> <p>a) If the PAP wants replacement business land then they will be provided with replacement land of at least equal size and amenity in a location with comparable commercial advantage. In this case no cash will be paid.</p> <p>b) Such replacement land will be provided with access to a road, of at least equal amenity to the current access. The PAP will also be provided with access to electricity (brought to the land lot) and a full land title.</p> <p>c) Such replacement land will be provided with full land title in the name of both husband and wife.</p> <p>d) If the owner wants cash compensation then the Company will pay for the land at its replacement value as estimated by the local market value of the year in which compensation is paid in a similar situation of a non-affected village in the same district.</p> <p>If the land is partially affected and the remaining landholding is not sufficient to rebuild affected houses and structures, the Company will acquire the entire landholding.</p>
1.3: Permanent loss of riverbank gardens and other agricultural land	Documented owners (validated by village authorities) or occupants identified as at the cut off date identified in the Implementation Plan.	<p>a) For those PAPs whose crops and land are impacted and where the loss of productive land is more than 10% of the PAP's total productive capacity then compensation will be through provision of "land for land" of equal productive capacity and in a location satisfactory to the PAP. Land will be cleared, levelled and otherwise prepared for cultivation at the expense of the Company.</p> <p>b) Garden and field crops livelihood restoration program:</p> <p>(i) If land is available, the gardens shall be relocated on the same riverbank (at a higher level).</p>

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
		<p>(ii) If land is not available on the same riverbank, the following measures shall apply:</p> <p>(A) Extension of irrigation system to new land away from the riverbank if there is already an existing irrigation system in the village; or</p> <p>(B) Installation of a new water supply to irrigate new land if there is no irrigation system in the village.</p> <p>In lieu of new pumping costs, additional land shall be provided.</p> <p>c) Production assistance will be provided for at least 2 years to ensure that the replacement land actually and fully reaches the production targets. Production assistance is to consist of pumping cost, fertilizer, seed, and extension assistance.</p> <p>d) Where less than 10% of a PAP's total productive, income generating assets is lost, the PAP has the option to receive cash compensation for the lost portion of land at current market value of the land at the time of actual compensation.</p> <p>e) Land disturbance allowance will be provided which is equivalent to 10% of the total compensation amount calculated for the affected land.</p> <p>f) If the household includes a married couple, land title will be issued in the names of both the husband and the wife, if required by the PAP.</p> <p>g) The Company will meet any applicable registration taxes and land transfer costs.</p>
2. TEMPORARY LOSS OF LAND		
2.1: Temporary loss of agricultural, garden and residential land	Documented owners (validated by village authorities) or recognized occupant users, as at the cut off date identified in the Implementation Plan.	<p>a) No compensation for land will be paid if returned to the original user. However, the Company shall pay rent in a lump sum immediately (10% of the replacement cost at current market value) to the PAPs.</p> <p>b) In addition, if crops or trees are lost, then further cash compensation for loss of crops and trees at market values and compensation for loss of net income from subsequent crops that cannot be planted for the duration of the lease will be paid to the PAPs.</p> <p>c) If the disruption continues for more than one year, the PAPs have an option to:</p> <p>(i) continue the temporary use arrangements; or</p> <p>(ii) sell the affected land to the Company at full replacement cost at current market value.</p> <p>d) Cash compensation will be paid to the PAPs for any damage to structures at replacement cost at current market value and for repairing structures.</p> <p>e) Extreme care shall be taken by contractors to avoid damaging properties. Where damage does occur, the Company shall pay compensation immediately to the PAPs. Damaged assets will be restored to their former condition.</p>
3. LOSS OF HOUSE AND OTHER FIXED ASSETS		
3.1: Permanent loss of houses and other structures	Documented owners (validated by village authorities) or recognized occupant	<p>Compensation will be paid by the Company, in the form of cash, materials or a combination of both, without deduction for depreciation or salvageable materials, or service provided, for:</p> <p>a) The labour cost associated with the dismantling of existing housing and</p>

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
(rice stores, toilets, kitchens, etc.)	users, as at the cut off date identified in the Implementation Plan.	<p>other structures.</p> <p>b) Transportation of dismantled housing and other materials to the new house lot (which are not, however, considered as materials to make up the minimum house standard).</p> <p>c) The provision of new materials for construction of the new house and other structures.</p> <p>d) The house materials are to be either:</p> <p>i) the minimum standard of wood walls and floors, tin roof and cement house footings; or</p> <p>ii) to the standard of materials as used in the current/lost housing, depending on the choice of the PAP.</p> <p>e) Construction of the new house and other structures or equivalent labour cost.</p> <p>f) House design to be approved by the PAP, but to be in general accordance with the original design.</p> <p>In addition, the following entitlements apply:</p> <p>a) Minimum housing area not less than existing area, or 14m² of construction area per person with a minimum total area of 42m² - whichever is greater, and depending on the choice of the PAP.</p> <p>b) Households with seven or more persons containing two families have the option to have two houses.</p> <p>c) Sheds, other outbuildings and fencing to be provided.</p> <p>d) If required by the PAP, a toilet and bathroom to be provided (all PAPs are entitled to them, but some may not want them).</p> <p>e) If the original house was connected to the electricity grid, the new house is to be provided with electricity supply and a minimum standard of electricity fittings.</p> <p>f) Access to a domestic water supply.</p> <p>g) For partially affected houses/structures, compensation will be paid equivalent to:</p> <p>i) the replacement value of the affected portion based on current market value; or</p> <p>ii) the cost of repairing the property to its original or better condition.</p> <p>h) Any PAP that is renting a house will be provided with assistance until another rental house is found and relocation is complete.</p>
3.2: Permanent loss of shops, other businesses	Documented owners (validated by village authorities) or recognized occupant users, as at the cut off date identified in the Implementation Plan.	<p>Compensation will be paid at full replacement cost sufficient for PAPs to build a new structure of equivalent size and standard, with equivalent amenities, in a location with comparable commercial advantage.</p> <p>Compensation will be paid for lost potential income during the transition period, based on the average income of the business over the last 6 months.</p> <p>Employees will receive cash compensation equivalent to wages for each day that they cannot work during relocation.</p> <p>Payment in kind is preferred. PAPs can exchange building materials for cash if they wish to reuse existing building materials or upgrade the type of</p>

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
		<p>structure.</p> <p>To avoid disturbance or loss of income, all shop owners will be given sufficient time to reconstruct /re-establish their shops to new sites before they are required to dismantle their structures and relocate.</p>
4. LOSS OF CROPS, TREES OR OTHER PRODUCTIVE ASSETS		
4.1: Fruit trees	Owner or person (validated by village authorities or identified in the Implementation Plan) with customary right to harvest.	<p>Compensation for fruit trees will be based on the type, age and productivity and the cost of production and rearing of trees. The following compensation will be payable:</p> <ul style="list-style-type: none"> a) a lump-sum amount to cover the maintenance and rearing of trees. b) compensation equivalent to the annual productive value, as should be determined for the next seven (7) years. <p>Two months notice will be given to PAPs to harvest crops before construction commences.</p>
4.2: Timber trees	Owner or person (validated by village authorities or identified in the Implementation Plan) with customary right.	Compensation will be based on the net present value of the felled or fallen trees.
4.3: Fish ponds	Owner or person (validated by village authorities or identified in the Implementation Plan) with customary right.	<p>Either:</p> <ul style="list-style-type: none"> a) Replacement fish pond of equal size and/or productivity and amenity, plus assistance to stock and feed fish for 6 months will be provided; or b) Lump sum cash payment equivalent to 7 years lost productivity of the fish pond will be made. <p>Two months notice will be given to PAPs to collect fish.</p>
4.4: Garden and field crops	Owner of the crops.	<p>For those PAPs whose crops are impacted, compensation will be paid for crops based on gross harvest income taking into consideration the cost of production and investment. Standing crops will be compensated at full replacement cost regardless of maturity of crops. Additional compensation will be paid for one year's agricultural production or more until replacement land is productive.</p> <p>Two months notice will be given to PAPs to harvest crops before construction commences.</p>
5. LOSS OF COMMON PROPERTY COMMUNITY STRUCTURES		
5.1: Electricity and telecom lines	Community.	Electricity and telecom lines will be relocated or placed underground to maintain service.
5.2: Roads and tracks	Community.	<p>Any roads or tracks impacted by the Project will be fully restored, or replaced by an alternative route.</p> <p>Any resettlement area will be fully serviced by roads of at least equivalent standard and amenity.</p>
5.3: Irrigation pumps	Community.	<ul style="list-style-type: none"> a. Pump and pipe footings will be strengthened, as required. b. Pontoon pumps (and less likely axial pumps) will be relocated, as required. c. Required adjustment to connections systems (flexible hoses, electric wires

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
		<p>and ropes) will be made.</p> <p>A warning system for unusual level fluctuations will be designed and implemented.</p>
5.4: Temples threatened by increased erosion	Community.	Riverbanks will be appropriately protected, through gabions for instance, to avoid relocation.
5.5: Access across the river	Community.	<p>The measures to be implemented will depend on consultations with villagers; they may include:</p> <ul style="list-style-type: none"> a) Provision of canoes and simple (“long tail”) engines; b) Pedestrian bridges (possibly of “suspended” type); and c) Round culverts and/or high box culverts (with load limit, excluding the use by logging trucks).
6. LOSS OF COMMON PROPERTY RESOURCES		
6.1: Loss of fish and aquatic products	PAPs affected by loss of income/protein from fish catch, as identified in the Implementation Plan).	<p>PAPs are entitled to participate in livelihood restoration programs so as to ensure that their level of fish, protein and fisheries income lost, are at least restored to pre-Project levels.</p> <p>The fisheries and livelihood restoration program may include:</p> <ul style="list-style-type: none"> a) Fish for fish aquaculture programs (such as integrated fish-rice farming, fish pond culture, and integrated livestock-fish farming); b) Development of alternative livestock production program; and c) Improved natural fisheries management option in rivers and wetlands. <p>The level of income restoration programs required will be identified on a household by household and village by village basis through the Implementation Plan to be carried out.</p> <p>PAPs will be entitled to receive the full benefit of the technical assistance and extension services to be provided by the Company.</p>
6.2: Domestic water source	Communities and households currently dependent on the Xe Bang Fai River for domestic water.	<p>Provision of new water supply systems:</p> <ul style="list-style-type: none"> a) For villages where domestic water supply dependence on the Xe Bang Fai River is 50% or above, the Company will provide a new water system for the entire village. b) For villages where domestic water supply dependence on the Xe Bang Fai River is less than 50%, provision of the new water system will be made to the corresponding percentage of the population of that village. <p>Villagers will be offered open wells or deep wells depending on technical feasibility and community preference. Where feasible or required, a semi reticulated system will be provided.</p>
7. ALLOWANCES AND SPECIAL TRANSITIONAL MEASURES		
7.1: Disturbance allowance	Significantly impacted PAPs (whose land or income is impacted by more than 10%).	Each person will be paid USD 15.
7.2: Materials transport allowance	All relocating PAPs with structures. All relocating tenants.	<p>In kind assistance with vehicles and labourers will be provided.</p> <p>Preference to be given to local transportation and labourers, particularly PAPs.</p>

TYPE OF LOSS	ENTITLED PERSON	MITIGATION, COMPENSATION AND RESETTLEMENT MEASURES
7.3: Local labour preference	All households participating in the program.	The Company and the GOL will give preference to local village labour and contractors in the implementation of all programs.
7.4: Rental allowance	Tenants in rental properties adversely affected by Project Lands.	Six months rent (per household) at prevailing market rate will be paid.
	Landlords whose rental property is adversely affected by Project Lands.	Six months rent allowance will be provided, to allow for rebuilding and finding tenants. Penalties will be paid for ending lease contracts early.
7.5: Business transition allowance	Owners of small businesses and shops identified during the Implementation Plan.	An allowance equal to six months income (as assessed for each business during the socio-economic survey referred to in clause 3.1).
7.6: Special assistance	All relocating PAPs and PAPs severely affected by loss of productive (income generating) assets who are identified in the Implementation Plan.	Rice and protein supplements will be provided as required to Project Affected Persons to the extent that their food security has been impacted by the Project and not yet restored, as assessed by the village development committees, and confirmed by the District social welfare office. The rice and protein supplement shall be provided by the Company on a quarterly basis, according to needs.
7.7: Grievance entitlements	All PAPs.	All PAPs will have full access to the Grievance Procedure established under Part 1 of Schedule 4.
