

# Kingdom of Cambodia Nation Religion King

Ministry of Rural Development



National Restoration of Rural Productive Capacity Project

## **RESETTLEMENT PLANNING FRAMEWORK**

February 2022

Prepared by the Ministry of Rural Development under the guidance and directions of the General Department of Resettlement of the Ministry of Economy and Finance.

## TABLE OF CONTENTS

EXECUTIVE SUMMARY .....	1
1 PROJECT DESCRIPTION .....	3
1.1 Description of Project.....	3
1.2 Land Acquisition Impacts and Rationale for Resettlement Planning Framework .....	4
2 LEGAL FRAMEWORK ASSESSMENT .....	6
2.1 AIIB's Environmental and Social Framework- Environmental and Social Standard 2 on Involuntary Resettlement .....	6
2.2 Gap Analysis: AIIB ESS 2 and SOP-LAR .....	9
3 PRINCIPLES AND OBJECTIVES .....	24
3.1 Principles and Requirements on Voluntary Donation .....	24
3.2 Process for Voluntary Donation .....	25
3.3 Process for Land Acquisition .....	26
3.4 Eligibility Criteria .....	27
3.5 Resettlement Process: Step by Step .....	27
3.5.1 Land Acquisition .....	28
3.6 Cut-off Dates (CODs) .....	29
3.7 Detailed Measurement Survey.....	29
3.8 Replacement Cost Study and Asset Valuation.....	31
3.9 Compensation and Other Resettlement Assistance.....	32
3.10 Vulnerable Groups.....	32
3.11 Livelihood Restoration Program.....	32
3.12 Contracts with AHs and Compensation Payments.....	33
4 INSTITUTIONAL ARRANGEMENT .....	34
4.1 Ministry of Rural Development.....	34
4.1.1 PMU Environment and Social Management Unit .....	34
4.1.2 In cases of Voluntary Donations .....	34
4.1.3 In cases of Land Acquisition .....	34
4.2 Ministry of Economy and Finance.....	35
5 GRIEVANCE REDRESS MECHANISM .....	37
6 FUNDING AND IMPLEMENTATION ARRANGEMENTS .....	39
6.1 Budget and Financing.....	39
6.2 Implementation Schedule .....	39
6.2.1 Voluntary Donations .....	39
6.2.2 Land Acquisition .....	39
7 INFORMATION DISCLOSURE AND CONSULTATIONS.....	41
7.1 Information Disclosure .....	41
7.1.1 Voluntary Donation .....	41
7.1.2 Land Acquisition .....	41
7.2 Consultation and Participation .....	41
7.2.1 Voluntary Donation .....	41
7.2.2 Land Acquisition .....	42

8	MONITORING AND REPORTING .....	44
8.1	Internal Monitoring .....	44
8.1.1	Land Acquisition .....	44
8.2	External Monitoring.....	45

**LIST OF ANNEXES**

ANNEX 1: SCREENING FOR LAND ACQUISITION.....	46
ANNEX 2: VOLUNTARY ASSET DONATION FORM .....	47
ANNEX 3: ENTILEMENT MATRIX.....	48

## ACRONYMS

AH	Affected Household
AIIB	Asian Infrastructure Investment Bank
AP	Affected Person
COD	Cut-Off Date
COI	Corridor of Impact
DED	Detailed Engineering Design
DIMDM	Department of Internal Monitoring and Data Management
DMS	Detailed Measurement Survey
DP	Displaced Person
DRP	Detailed Resettlement Plan
EM	Entitlement Matrix
ESF	Environment and Social Framework
ESMF	Environmental and Social Management Framework
GDR	General Department of Resettlement
GRM	Grievance Redress Mechanism
IOL	Inventory of Loss
IRC	Inter-Ministerial Resettlement Committee (Project-Level)
IRC-WG	Inter-Ministerial Resettlement Committee Working Group
LAR	Land Acquisition and Involuntary Resettlement
MEF	Ministry of Economy and Finance
MRD	Ministry of Rural Development
PIB	Project Information Booklet
PGRC	Provincial Grievance Redress Committee
PRSC	Provincial Resettlement Subcommittee
PRSC-WG	Provincial Resettlement Subcommittee Working Group
RCS	Replacement Cost Study
RPF	Resettlement Planning Framework
RGC	Royal Government of Cambodia
ROW	Right of Way
SOP-LAR	Standard Operating Procedures on Land Acquisition and Involuntary Resettlement

## DEFINITIONS AND TERMS

**Affected Households (AHs)/Affected People (AP).** In the context of involuntary resettlement, APs are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically affected (loss of land, assets, access to assets, income sources, or means of livelihood) as a result of (i) land acquisition and involuntary resettlement; or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas. In the case of AHs, it includes all members residing under one roof and operating as a single economic unit, who are adversely affected by a project or any of its components. They can also be referred to as Displaced Persons. In this RPF the term used will be “AH”.

**Abbreviated Resettlement Plan.** Where impacts on the entire displaced population are minor, or fewer than 200 people are displaced, the Client may, with the prior approval of the Bank, prepare an abbreviated resettlement plan, covering such elements as the Bank may specify. Impacts are considered “minor” if the affected people are not physically displaced and less than 10 percent of their productive assets are lost

**Corridor of Impact (COI).** It is the area which is required by civil works in the implementation of the Project, and it is agreed by the implementing agency and demarcated by the civil work consultant within which the construction activities will take place

**Cut-off date (COD).** Date established by the Project, coinciding with the date of when the household census is conducted, that establishes the eligibility for receiving compensation and the resettlement assistance by the project affected persons and prevent encroachment. Persons not covered can be eligible in case they can show proof that they have been inadvertently missed during the census.

**Detailed Measurement Survey (DMS).** With the aid of detailed engineering design, this activity involves the finalization of the results of the inventory of losses, measurement of losses, 100% socio-economic survey and 100% census of displaced persons.

**Detailed Resettlement Plan.** Prepared when detailed designs or land demarcation have been completed and the full impacts following a DMS are known.

**Economic Displacement.** Loss of land, assets, access to assets, income sources, or means of livelihood as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

**Eligibility.** All AHs confirmed to be residing in, doing business, or cultivating land within the project affected area or land to be acquired or used for the project before the cut-off date are eligible for resettlement compensation for their affected properties.

**Eminent Domain.** The right of Cambodia using its sovereign power to acquire land for public purposes. National law establishes which public agencies have the prerogative to exercise eminent domain.

**Entitlement.** Refers to a range of measures comprising compensation for loss of assets, resettlement assistance, income restoration, etc. which are due to the AHs, depending on the type and severity of their losses, to restore their economic and social base.

**Expropriation.** Process whereby a public authority, usually in return for compensation, requires a person, household, or community to relinquish rights to land that it occupies or otherwise use. Expropriation under the Cambodian Law refers to the confiscation of ownership or real right to immovable property of a natural person, private legal entity, and legal public entity, which includes land, buildings, and cultivated plants, for the purpose of constructing, rehabilitating, or expanding public physical infrastructure for the national and public interests with prior and just compensation.

**Grievance Redress Mechanism** – Refers to an established mechanism to receive and facilitate the resolution of affected persons’ concerns and grievances/complaints about physical and economic displacement and other project impacts. The grievance mechanism is expected to: (a) address concerns promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all project-affected parties, at no cost and without retribution, and without preventing access to judicial processes.

**Host Communities.** Communities receiving physically affected persons of a project as re-settlers.

**Income Restoration.** Improve, or at least restore, the livelihoods of all persons displaced by the Project through: (i) where possible, land-based resettlement strategies when affected livelihoods are land-based or where land is collectively owned; or cash compensation at replacement value for land, including transitional costs, when the loss of land does not undermine livelihoods; (ii) prompt replacement of assets with assets of equal or higher value; (iii) prompt compensation at full replacement cost for assets that cannot be restored; and (iv) capacity building programs to support improved use of livelihood resources and enhance access to alternative sources of livelihood.

**Income Support.** Re-establishing the productive livelihood of the AHs to enable income generation equal to or, if possible, better than that earned by the AHs before the project.

**Indigenous Peoples.** “Indigenous Peoples” is used in a generic sense to refer exclusively to a distinct social and cultural group possessing all the following characteristics in varying degrees:

Self-identification as members of a distinct indigenous social and cultural group and recognition of this identity by others; and Collective attachment<sup>1</sup> to geographically distinct habitats, ancestral territories, or areas of seasonal use or occupation, as well as to the natural resources in these areas; and Customary cultural, economic, social, or political institutions that are distinct or separate from those of the mainstream society or culture, and A distinct language or dialect, often different from the official language or languages of the country or region in which they reside.

**Information Disclosure.** The process of disseminating project information to stakeholder to allow them to understand the risks and impacts of the project, and potential opportunities.

**Inventory of Losses.** This is the process where all fixed assets (i.e. lands used for residence, commerce, agriculture, including ponds; dwelling units; stalls and shops; secondary structures, such as fences, tombs, wells; trees with commercial value; etc.) and sources of income and livelihood inside the Project right-of-way are identified, measured, their owners identified, their exact location pinpointed, and their replacement costs calculated.

**Involuntary Resettlement.** Resettlement is considered involuntary when directly affected persons or communities do not have the right to refuse project related land acquisition or restrictions on land use that result in their physical or economic displacement.

**Land Acquisition.** Refers to all methods of obtaining land for project purposes, which may include outright purchase, expropriation of property and acquisition of access rights, such as easements or rights of way. Land acquisition may also include: (a) acquisition of unoccupied or unutilized land whether or not the landholder relies upon such land for income or livelihood purposes; (b) repossession of public land that is used or occupied by individuals or households;

---

<sup>1</sup> Collective attachment means that for generations there has been a physical presence in and economic ties to land and territories traditionally owned, or customarily used or occupied, by the group concerned, including areas that hold special significance for it, such as sacred sites.

and (c) project impacts that result in land being submerged or otherwise rendered unusable or inaccessible. Land acquisition refers to anything growing on or permanently affixed to land, such as crops, buildings and other improvements.

**Meaningful Consultation.** The two-way process that: (a) begins early in the project planning process to gather initial views on the project proposal and inform project design; (b) encourages stakeholder feedback, particularly as a way of informing project design and engagement by stakeholders in the identification and mitigation of environmental and social risks and impacts; (c) continues on an ongoing basis, as risks and impacts arise; (d) is based on the prior disclosure and dissemination of relevant, transparent, objective, meaningful and easily accessible information in a timeframe that enables meaningful consultations with stakeholders in a culturally appropriate format, in relevant local language(s) and is understandable to stakeholders; (e) considers and responds to feedback; (f) supports active and inclusive engagement with project-affected parties; and (g) is free of external manipulation, interference, coercion, discrimination, and intimidation. Under this RPF, which is specific for land acquisition and involuntary resettlement, the meaningful consultation refers to consultation in respect of land acquisition and involuntary resettlement which is clearly stipulated in the Government's SOP for LAR and incorporates all the above elements. **Physical Displacement.** Relocation, loss of residential land, or loss of shelter as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

**Relocation.** This is the physical relocation of an AH from her/his pre-project place of location and/or business to another location.

**Replacement Cost.** Replacement cost involves replacing an asset, including land, at a cost prevailing at the time of its acquisition. This includes fair market value, transaction costs, interest accrued, transitional and restoration costs, and any other applicable payments, if any. Depreciation of assets and structures should not be considered for replacement cost. Where there are no active market conditions, replacement cost is equivalent to delivered cost and building materials, labour cost for construction or relocation costs. Where land market conditions are absent or in a formative stage, the DPs and host populations will be consulted with to obtain adequate information about recent land transactions, land value by types, land titles, land use, cropping patterns and crop production, availability of land in the project area and region, and other related information

**Relocation Assistance.** Support provided to persons displaced by the Project, including the following: (i) if there is relocation, security of tenure (with tenure rights that are as strong as the rights the displaced persons had to the land or assets from which they have been displaced) of relocation land (and assets, as applicable), proper housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities and extension of Project benefits to host communities to facilitate the resettlement process; (ii) transitional support and development assistance, such as land development, credit facilities, training or employment opportunities, food, shelter, transportation; and (iii) civic infrastructure and community services, as required.

**Resettlement Planning Framework.** Prepared when project components are not known and therefore land acquisition needs cannot be identified. The RPF will guide the preparation of future Resettlement Plans if these become necessary.

**Resettlement Plan.** A time-bound action plan, with budget, setting out the resettlement objectives and strategies, entitlements the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and implementation schedule.

**Voluntary Donations.** Defined as the ceding of a property by an owner who is (a) appropriately informed about the project and their right to seek compensation and (b) can refuse to donate. This does not apply to voluntary, legally recorded market transactions.

**Vulnerable Groups.** Group of affected persons who are likely to be more adversely affected by land acquisition than others and who are likely to have limited ability to re-establish their livelihoods or improve their status. Vulnerable persons are categorized as: (i) households living below the poverty rate as established by the Royal Government of Cambodia; (ii) elderly people headed households with no means of support; (iii) female headed households with dependents living below the poverty rate; (iv) disabled headed households, (v) landless poor living below the national poverty rate; and (vi) indigenous peoples (who often have traditional land rights but no formal titles).



## EXECUTIVE SUMMARY

This is an Executive Summary of main points discussed in this Resettlement Planning Framework (RPF). The Executive Summary should not be relied for full information; the full RPF should be read for this purpose.

This RPF has been prepared by the Ministry of Rural Development (MRD) for the National Restoration of Rural Productivity Capacity Project (the Project) with the assistance and under the guidance of the General Department of Resettlement (GDR). The RPF is part of the Environment and Social Management Framework (ESMF). The RPF is also in line with the Royal Government of Cambodia's (RGC's) Standard Operating Procedures on Land Acquisition and Involuntary Resettlement (SOP-LAR), and AIIB's Environment and Social Framework.

This document is considered a living document and shall be modified and updated in line with the changing situation or scope of the activities. A Detailed Resettlement Plan (DRP) will be developed when there will be a need for an involuntary land acquisition, in close consultation with affected stakeholders. Clearance of DRP by the AIIB will be necessary in case when one is required.

The Project will support the improvement of climate resilient road accessibility in targeted provinces. Targeted provinces under the proposed investment include Koh Kong, Pailin, Kampong Chhnang, Prey Veng and Tboung Khmum as an emergency response to the COVID-19 pandemic. The Project has two components; namely: Component A - Investing in Rural Economic Development - Rural Road Infrastructure development of upgrading and climate proofing of about 235 km of existing rural roads, 75 community ponds with a strengthening of the embankments using nature-based solutions and construction of 75 new community ponds and associated Water Sanitation and Hygiene facilities. Component B - Strengthening Capacity Development and Project Management Support.

The Project is not expected to involve any involuntary land acquisition. Land acquisition will be minor and is anticipated to be through voluntary donations. This RPF covers resettlement: (i) where land or assets are voluntarily donated; or (ii) where land, or assets, are involuntarily acquired through negotiated settlement. Voluntary contributions is justified because the road rehabilitation will directly benefit the people who are living or operating small businesses along the roads and the benefit from an improved road far outweigh the loss of minor land.

In Cambodia, the Expropriation Law (2010) is the main legal framework that governs land acquisition and involuntary resettlement. Under Article 3 of this Law which governs the provision for projects financed by Development Partners in Cambodia, the RGC issued in 2018 the SOP-LAR. *The General Department of Resettlement (GDR) of the Ministry of Economy and Finance (MEF) is responsible for planning, preparation, implementation and monitoring of all land acquisitions for public infrastructure in Cambodia.* It is also responsible for providing guidance, clarification and interpretation of the provisions of the SOP-LAR.

Since the Project is financed by the AIIB, the SOP is the guiding RGC sub-decree for LAR and should be read together with this document and shall also comply with the AIIB's Environment and Social Standard 2 (ESS 2) on Land Acquisition and Involuntary Resettlement. There are some minor, but no significant, gaps between the policies of the SOP and AIIB's ESS2, which are addressed and clarified in this RPF. One of minor gap is that the SOP does not specifically spells out procedures for *negotiated settlement*. While AIIB's ESS 2 does not specify any requirements for voluntary land donation, this RPF describes the process that will be followed for voluntary donations.

In case there is any need for involuntary land acquisition, this RPF ensures that it will achieve the objectives of AIIB's ESS 2, which are also consistent with objectives under the SOP-LAR, for managing resettlement. The key objectives are described below:

- a) Avoid Involuntary Resettlement wherever possible;
- b) Minimize Involuntary Resettlement by exploring project alternatives which is mostly carried out by designs to avoid impact on acquisition of land and assets;
- c) Enhance or at least restore the livelihoods of all displaced persons in real terms relative to pre-project levels; and
- d) Improve the overall socio-economic status of the displaced poor and other vulnerable groups.

The RPF, in addition to voluntary land donation and acquisition of land through negotiated settlement, details the institutional arrangements and responsibilities, consultations, information disclosure, funding arrangements and monitoring of LAR.

The RPF also applies to permanent or temporary physical and economic displacement as described in the SOP-LAR, and compliant with AIIBs ESS 2. All affected households (AHs) or entities who have assets in the corridor of impact (COI) before the Cut-off Date (COD) will be eligible for compensation as described in this RPF. Eligibility will be determined with regards to the COD, which will be the last day of conducting census prior to the carrying out of the detailed engineering designs when the road section and COI has been identified. Those who encroach into/or occupy the project area after the COD will not be eligible for any compensation or any other assistance.

The RPF outlines the Grievance Redress Mechanism to be established as a locally based arrangement for receiving and facilitating the resolution of concerns raised by the displaced persons affected by the Project. The RPF also describes the process for consultation and information disclosure of the RPF and the DRPs when the land is not acquired through land donation or negotiated settlement.

# 1 PROJECT DESCRIPTION

## 1.1 Description of Project

1. The objective of the Project is to sustain the rural economy and livelihood of vulnerable rural population and returning migrants affected by the COVID-19 pandemic. The Project is proposed under the Bank's COVID-19 Crisis Recovery Facility with an implementation period from January 2021 to December 31, 2023.

2. The objective will be achieved by maintaining and accelerating rural infrastructure spending; creating short term employment and income generation; building capacity of local labour and national contractors to ensure quality infrastructure delivery building on the national standards established with the development partners; establishing foundations for learning and knowledge sharing among key project stakeholders to scale up rural infrastructure and rural basic services delivery in future programs. The Project will also support the Government's communications effort to (i) enhance awareness of targeted rural population about social distancing and hygiene to help contain the spread of the current pandemic; and (ii) build their preparedness and resilience during COVID-19 and beyond.

3. The Project is expected to generate the following key results in the targeted rural areas in five provinces namely, Koh Kong, Pailin, Kampong Chhnang, Prey Veng and Tboung Khmum as an emergency response to the COVID-19 pandemic.

4. **Expected Beneficiaries.** The Project will benefit about 480,000 rural population in the targeted five provinces maximizing benefits to the vulnerable groups (women, children and jobless returning migrants), whose socio-economic conditions are adversely affected by the COVID-19 pandemic and looking for short term employment benefits. Works and services are expected to be of low value and based on national competitive bidding prioritizing job opportunities and benefits for the local residents and returning migrants living in the Project's areas. Both local residents and national contractors will be trained to ensure quality rural infrastructure delivery and basic rural services provision; and capacity development as a strong foundation for learning and sharing among the various stakeholders (the various tiers of the governments, the local contractors, the rural communities and workers) to scale-up future programs by the government with the assistance of the Bank and the development partners.

5. The Project comprises investments in rural economic and capacity development in five provinces (Figure 1), including three border provinces with Thailand (Pailin) and Viet Nam (Prey Veng and Tboung Khum); one province linked to the seaport of Sihanoukville (Koh Kong); and one province linked to the national capital Phnom Penh (Kampong Chhnang). The components are as follows:

6. **Component A – Investing in Rural Economic Development:** This component aimed at generating local short-term jobs under the construction contracts for rural roads and water and sanitation financed by the Project and the ensuing operation and maintenance tasks.

- a. **Sub-Component A1 – Rural Road Infrastructure:** This will include: (i) upgrading and climate proofing of about 235 kilometres of existing rural roads; (ii) adaptation of unstable bridges and collapsed drainage systems to improve access to markets, schools and health centres and sustain urban-rural linkages within the provinces as well as with the national capital and increase climate resilience; and (iii) greening of the embankments using nature-based solutions and indigenous materials to accommodate safe walking and cycling and promote rural roads' safety; and

- b. Sub-Component A2 – Water Sanitation and Hygiene: This will include: (i) Restoring and climate proofing of about 75 community ponds with a strengthening of the embankments using nature-based solutions; (ii) construction of 75 new community ponds and associated WASH facilities; (iii) mapping of safe water access points in the village within a 250 to 350 meters range from each house to reduce water duties allocated to women and children; (iv) promoting sanitation and hygiene, especially hand-washing practices to deliver basic COVID-19 prevention measures to the vulnerable groups of the rural population; and (v) community mobilization for the design, operation and maintenance and raising community awareness on safe water use, sanitation and hygiene improvements as part of COVID-19 primary emergency response.

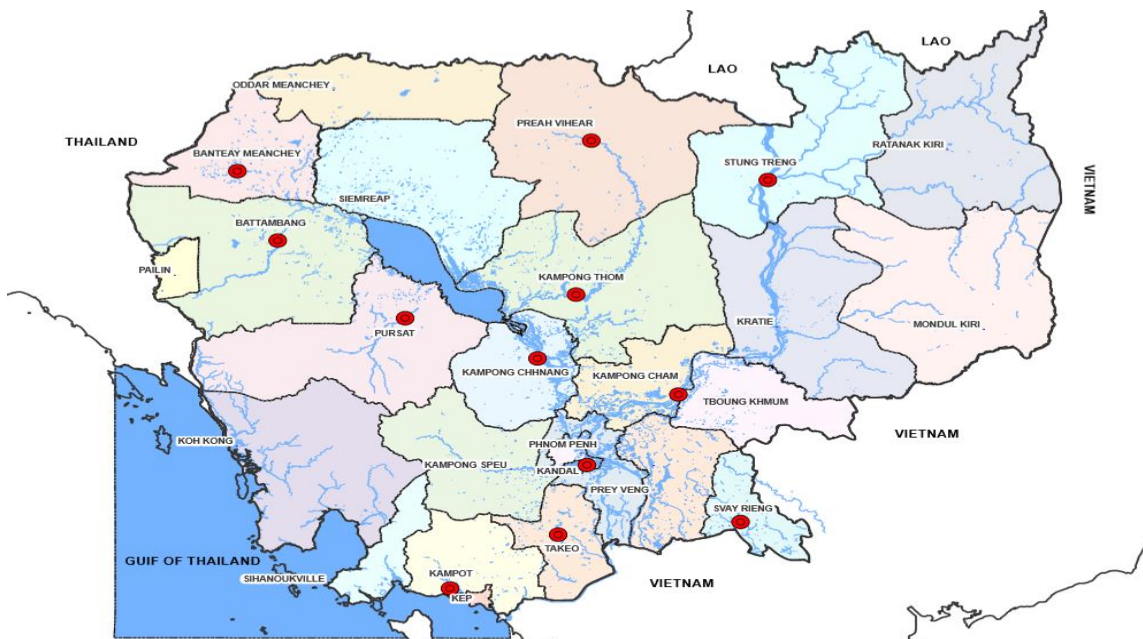
**7. Component B -- Strengthening capacity development and Project Management Support.** This includes

- a. Re-skilling of the local residents and the national contractors to deliver quality rural infrastructure and basic rural services under the Project as well as provide the foundation for scaling-up future rural infrastructure programs; and
- b. Project management support to the central PMU and the provincial PIUs.

**1.2 Land Acquisition Impacts and Rationale for Resettlement Planning Framework**

8. The Project will mostly have positive impacts on people by enabling them to have access to more reliable, durable, improved and safer roads. Those living or operating along the roads will benefit the most from the proposed project as they will have better and safer roads that will connect them in shorter time to markets, schools, hospitals and provincial centres.

**Figure 1. Map of MRD Network in the Project Area**



9. The Project is not expected to involve **any land acquisition**. The road rehabilitation component is planned to be undertaken along the existing road alignment within the Right of Way (ROW), where no land acquisition is necessary, and hence no acquisition of land or other assets is expected.

10. However, in case there is any instance where road rehabilitation necessitates the involuntary acquisition of land or assets, compensation will be paid to AHs in accordance with the Entitlement Matrix (**Annex 3**) described in this RPF, aligned with the requirements of AIIB ESF ESS2. The acquisition will be carried out through **negotiated settlement** as the first option but in case this is not acceptable to the AHs, then the process will follow the provisions of the SOP-LAR and described in this RPF in which case the preparation of the Detailed Resettlement Plan (DRP) will be required and submitted to AIIB for prior review and approval.

11. The Water Sanitation and Hygiene (WASH) component involves restoration and climate proofing of about 75 community ponds and construction of 75 new ponds. The restoration works will not require any land acquisition. In case of construction of new community ponds, the land is expected to be donated by the community. If there is any need for involuntary land acquisition, in exceptional cases, the land will be acquired through the **negotiated settlement route**. As in the case of the roads, should any landowner reject the land acquisition, then the process will follow the provisions of SOP-LAR.

12. The RPF recognizes that certain social groups especially those classified as poor and vulnerable groups may be less able to restore their living conditions, livelihoods and income levels and therefore, are at greater risk of impoverishment when their land and other assets are affected. In case people are displaced on account of involuntary land acquisition, the poor and vulnerable group will be identified during the socio-economic assessment carried out as part of the Detailed Measurement Survey (DMS) prior to the preparation of the DRP. The DRP will set out the special resettlement assistance and other benefits provided to this disadvantaged group to improve its socioeconomic status.

## 2 LEGAL FRAMEWORK ASSESSMENT

13. **Expropriation Law.** The RGC's Expropriation Law (2010) is the main legal framework that governs land acquisition and involuntary resettlement. The **Expropriation Law (2010)** has listed the development of public infrastructure as one of its objectives.

14. **Constitution of Cambodia.** The **Constitution** (Article 44) states that expropriation shall be exercised only in the public interest. Public interest is understood in a broad manner as "*the use of land or property by the public or by public institutions or their agents.*" The expropriation of the ownership of immovable property and real right to immovable property can be exercised only if the Expropriation Committee has paid fair and just compensation in advance to the owner and/or holder of real right.

15. Under the Article 3 of the Expropriation Law (2010) that governs the provision for projects financed by Development Partners in Cambodia, the RGC issued the **SOP-LAR** in 2018. The **SOP-LAR** reflects the policies, regulations and procedures relating to the acquisition of land and the involuntary resettlement consistent with the safeguard policies and procedures of MDBs like ADB and the WB and incorporates international good practices in resettlement planning, implementation, monitoring and reporting. The SOP-LAR has a specific provision which stipulates that where a provision conflicts with the mandatory safeguard requirement of the Development Partner, then the later will prevail.

16. The SOP-LAR was promulgated under **Sub Decree No. 22 ANK/BK** on 22 February 2018 and applies to all externally financed projects in the Kingdom of Cambodia. The GDR of the Ministry of Economy and Finance (MEF) is responsible for providing interpretation, guidance and clarification to users.

### 2.1 AIIB's Environmental and Social Framework- Environmental and Social Standard 2 on Involuntary Resettlement

17. The AIIB Environmental and Social Framework (ESF) sets out the requirements for all Bank supported operations to comply with the Bank policies addressing environmental and social impacts, among other policies.<sup>2</sup> The ESF includes three mandatory Environmental and Social Standards (ESSs) that detail the requirements applicable to Bank clients on, respectively: Environment and Social Assessment and Management (ESS 1), Land Acquisition and Involuntary Resettlement (ESS 2) and Indigenous Peoples (ESS 3).

18. **Objective:** The objectives of this ESS 2 are: (a) to avoid Involuntary Resettlement wherever feasible; (b) to minimize Involuntary Resettlement by exploring Project alternatives; (c) where avoidance of Involuntary Resettlement is not feasible, to enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-Project levels and to provide resettlement assistance; (d) to understand and address gender-related risks and differential impacts of Involuntary Resettlement; (e) to improve the overall socioeconomic status of the displaced poor and other vulnerable groups; and (f) to conceive and implement resettlement activities as sustainable development programs, providing sufficient resources to enable the persons displaced by the Project to share in Project benefits.

---

<sup>2</sup> <https://www.aiib.org/en/policies-strategies/download/environment-framework/AIIB-Revised-Environmental-and-Social-Framework-ESF-May-2021-final.pdf>

19. **Scope and application:** The ESS 2 apply if the Project would or may involve Involuntary Resettlement (including Involuntary Resettlement of the past or foreseeable future that the Bank determines is directly linked to the Project).

20. **Definition of Involuntary Resettlement.** ESS 2 applies to physical and/or economic displacement under the Project, whether permanent or temporary, full or partial, resulting from the following types of land-related transactions and economic displacement not related to land including (i) acquisition of or restriction on land rights or land use rights through expropriation privation compulsory procedures under national law; (ii) acquisition of land rights or land use rights through negotiated settlements with property owners or those with legal rights to the land, if failure to reach settlement would have resulted in expropriation or other compulsory procedures; (iii) involuntary restrictions on land use and access to natural resources that cause Project APs or communities to lose access to resource use where they have traditional, customary or recognizable use rights; (iv) certain Project situations requiring evictions of people occupying land without formal, traditional or recognizable use rights; (v) restrictions on access to land or use of other resources, including communal property and natural resources such as marine and aquatic resources, timber and non-timber forest products, freshwater resources, medicinal plants, hunting and gathering grounds, and grazing and cropping areas; (vi) economic displacement resulting from permanent or temporary loss of access to formal or informal economic activities (e.g., small shops owners and informal vendors, among others); (vii) restrictions on land use or on access to legally designated parks and protected areas; (viii) displacement of people as a result of Project impacts that render their land unusable or Inaccessible; or (ix) land rights or claims to land or resources relinquished by individuals or communities without full payment of compensation.

21. **Voluntary Land Transactions:** ESS 2 does not apply to voluntarily, legally recorded market transactions in which the executing agency demonstrates to the Bank's satisfaction that the seller has been given a genuine opportunity to retain the land and to refuse to sell is, is fully informed about the subproject and the available choices regarding the land transaction and its implications, including refusal to sell the land, and there is no evidence of any intimidation or abuse of power in connection with the transaction. ESS 2 similarly does not apply to voluntary, legally documented donations of land without payment of full compensation, where the Client demonstrates to the Bank's satisfaction that: (i) the donor has been fully informed about the Project and available choices regarding the land and their implications, including refusal to donate the land, and has confirmed in writing their willingness to proceed with the donation; (ii) the amount of land is minor and will not reduce the donor's remaining land area below that which is required to maintain the donor's livelihood at current levels; (iii) no household relocation is involved; and (iv) the donor is expected to benefit directly from the Project. However, where any of the above voluntary land transactions may result in the displacement of persons other than the seller (or donor), who occupy, use or claim rights to the land in question, then ESS 2 does apply.

22. **Planning:** The required scope of Involuntary Resettlement planning must be determined through a survey of land and assets, a full census of persons to be displaced, an evaluation of socioeconomic conditions specifically related to the risks and impacts of such displacement and an identification of gender-differentiated sources of livelihoods, including informal ones. This establishes the baseline information on assets, productive resources and status of livelihoods. It should also include consideration of customary rights and collective or communal forms of land tenure and take gender into account. If Indigenous Peoples are affected, the requirements of ESS 3 must also be followed. Any Involuntary Resettlement that the Bank determines was undertaken in the past and is directly linked to the subproject must also be addressed.

23. **Resettlement Planning Framework:** A Resettlement Planning Framework (RPF) is prepared when a Project may involve some involuntary resettlement but consist of a program or series of activities whose details had not yet been identified at the time the Project was approved by the Bank. In the case of this Project, and under exceptional circumstances, the AIIB determined that the environmental and social assessment of the identified Project activities could be conducted using a phased approach as defined under the Environmental and Social Policy *Section E, Special Circumstances*, as early as feasible during the development of the activities in conformity with the RPF that is approved by the Bank.

24. **Resettlement Plan:** For any subprojects for which involuntary resettlement is identified the Project is required to prepare a Resettlement Plan (RP) that take various forms depending on the nature of the displacement, but which will elaborate on the displaced person's entitlement, income and livelihood restoration measures, monitoring and reporting framework, budget and time-bound implementation schedule and provisions for the GRM. It requires the conduct of a land and socio-economic survey and census as early as feasible during the subproject preparation to establish clear cut-off dates for eligibility and to prevent encroachment. If claims have been made by the displaced persons that are currently under administrative or legal review, procedures must be developed to address these situations. Collect data must be disaggregated by gender and age and include information about vulnerable groups if they are present within the subproject COI. The RP that is drafted must then be disclosed in accordance with the provisions of ESS 1, *Sections 19, Overview of Information on Environmental and social Disclosure through section 22, Language and Location of Information Disclosed*.

25. The RP will supplement the broader coverage of social risks and impacts in the environmental and social assessment and will provide specialized requirements to address the specific issues associated with Involuntary resettlement, including (i) land acquisition; (ii) changes in land use rights, including customary rights; (iii) physical and economic displacement; and (iv) potential design adjustments that may reduce resettlement requirements.<sup>3</sup> The RP will take into consideration differentiated impacts of the involuntary Resettlement with respect to gender and vulnerable groups. In some cases, with the Bank's prior approval, resettlement actions may be a part of an overall community development plan, where the GDR makes special efforts to provide people who are displaced with appropriate benefits through such a plan. When displacement is only economic, a livelihood restoration plan will be prepared. The RP will also provide measures to be taken in cases of disputes relating to compensation.

26. **Abbreviated Resettlement Plan:** The RP should be prepared in a manner that is proportional to the extent and degree of the impacts. The degree of the impacts is determined by (i) the scope of the physical and economic displacement; and (ii) the vulnerability of the persons that will be displaced by the subproject. More specifically, in cases where the impacts on the entire displaced population are minor, or fewer than 200 people are displaced, the GDR may, with the prior approval of the Bank, prepare an Abbreviated RP, covering such elements as the Bank may specify. In this respect, impacts are considered minor if the AHs are not physical displaced and less than 10 percent of their productive assets are lost.

27. **Consultations:** Meaningful consultations (as described in ESS 1, *Section 23, Meaningful Consultation*) must be carried out with persons to be displaced by the subproject, host communities and nongovernmental organizations, and their informed participation in the consultations facilitated. All persons to be displaced must be consulted on their rights within the

---

<sup>3</sup> For projects that may impose changes in land use that restrict access to resources in legally designated parks or protected areas or other common property resources on which local people may depend for livelihood purposes, the plan will establish a participatory process for determining appropriate restrictions on use and set out the mitigation measures to address adverse impacts on livelihoods that may result from such restrictions.



resettlement process, their entitlements and resettlement options, and any further participation process. Furthermore, they must be involved in planning, implementation, monitoring and evaluation of the /RP. Measures must be put in place for meaningful participation in these consultations, including appropriate meeting times, transport, childcare support, as well as convening of women-only meetings when appropriate. Particular attention must be paid to the needs of people with disabilities, vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, Indigenous Peoples and those without legal title to land, and all measures required must be taken for them to participate in the consultations.

28. **Project level Grievance Redress Mechanism:** A suitable Project level Grievance Redress Mechanism (GRM) must be established to receive and facilitate the concerns of persons displaced by the subproject and inform them of its availability. The GRM should be scaled to the risks and impacts of the Involuntary Resettlement. The GRM may utilize existing formal or informal GRMs, provided that they are properly designed and implemented and are determined by the Bank to be suitable for the Project, these may be supplemented, as needed, with project-specific arrangements.

29. The GRM should be designed to address promptly displaced persons' concerns and complaints, including gender-related concerns and gender-based violence, using an understandable and transparent process that is gender sensitive, culturally appropriate and readily accessible to all affected people. The GRM may take the form of customary dispute-settlement mechanisms, which may entail less reliance on written procedures and more use of verbal reporting channels; in such cases, verbal reporting is complemented by written procedures and will be fully documented by the GDR/MRD. Provisions should be included to protect complainants from retaliation, grant them confidentiality and enable them to remain anonymous, if requested.

30. All reports relating to grievance redress and outcomes in accordance with the applicable provisions of ESS 1, *Sections 19, Overview of Environmental and Social Information Disclosure* through *section 22, Language and Location of Environmental and Social Information Disclosed*. See also ESS 1, *Section 47, Gender-based Violence (GBV)* must be disclosed.

31. **Social Support:** The social and cultural institutions of persons displaced by the Project and their host population as part of the RP must be supported. Where the risks and impacts of Involuntary Resettlement are highly complex and sensitive, the implementation of a social preparation phase should be considered to build the capacity of vulnerable groups to address resettlement issues, consisting of consultation with APs and the host population before key compensation and resettlement decisions are made. The cost of social preparation must be included in the resettlement budget.

## **2.2 Gap Analysis: AIIB ESS 2 and SOP-LAR**

32. The AIIBs ESS2 recognizes that project-related land acquisition and restrictions on land use can have impacts on communities and persons. The objectives and principles of land acquisition and involuntary resettlement stipulated in the SOP-LAR are same as those outlined in the AIIB's ESS 2. The SOP-LAR is consistent with the specific requirements under the AIIB's ESS 2 on consultation, grievance redress, social support, livelihood restoration, resettlement assistance, standard of living of poor and vulnerable, entitlements for persons without title or legal rights except for land, information disclosure, payment of compensation and entitlements prior to physical displacement, and the supervision and monitoring of implementation of resettlement plans. The key departure is on the requirement on **negotiated settlement**.

33. The procedures for negotiated settlement are not described in the SOP-LAR. This does not prevent the acquisition of land through negotiated settlement as the GDR has a lot of experience in acquiring land through negotiated settlement particularly in ADB and World Bank financed projects. The RPF spells out the detailed procedures that the GDR will follow in case there is a need for involuntary acquisition of land and describes the procedures that will be followed in case of acquisition of land through negotiated settlement.

34. The key requirements under ESS 2 and the corresponding provision in the SOP-LAR demonstrating the consistencies between two with clarifications are shown in Table 1 below.

**Table 1: AIIB ESS 2 and RGC SOP on Land Acquisition and Involuntary Resettlement Comparison and Clarifications**

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
1	<p><b>Objectives-</b> Avoid IR; Minimize where not possible; enhance or restore livelihood of displaced person (DP) to pre-Project level; improve socio economic status of Poor &amp; Vulnerable; and implement resettlement activities as sustainable development program</p>	<p><b>Section IV. Para 37. Key principles:</b></p> <ul style="list-style-type: none"> <li>• Avoid IR and where not avoidable, minimize IR</li> <li>• Assist DP to restored livelihood to at least pre-project levels</li> <li>• Provide assistance and opportunities to the Poor and Vulnerable groups to improve their living standards.</li> </ul> <p><b>Section IV: Para 53-55/Section VI. Para 95: Poor and Vulnerable</b></p> <ul style="list-style-type: none"> <li>• Special attention, benefits from the project and additional assistance (53-55)</li> <li>• Resettlement Planning Considerations outlining project benefits and special assistances including financial support (95)</li> </ul> <p><b>Entitlement Matrix, Appendix 6</b></p> <ul style="list-style-type: none"> <li>• Under 4a and 4b for livelihood support, the financial package for Poor and Vulnerable is <b>doubled.</b></li> </ul>	<ul style="list-style-type: none"> <li>• No gaps except there is no specific mention of implementation of resettlement activities as <i>sustainable development program</i>.</li> <li>• However, the planning and implementation of the resettlement activities all focus on providing sustainable livelihoods and benefits from the project to the DP.</li> </ul>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
2	4(a) Planning- Scope through survey of land and assets, full census and socio-economic conditions	<b>Section IV and V. Resettlement Planning</b> <ul style="list-style-type: none"> <li>• Sample Socio Economic Survey (SES), 100% census and Inventory of Loss (IOL) undertaken during project preparation prior to project approval [Basic Resettlement Plan (BRP) and Resettlement Framework (RF)].</li> <li>• 100% SES, 100% Census, 100% IOL with detailed measurements undertaken after project approval and when actual alignment of land is known [Detailed Resettlement Plan (DRP)]</li> </ul>	No Gaps
	4(b) Resettlement Plan; 4(c) abbreviated Resettlement Plan; 4(d) Resettlement Planning Framework; and 4(e) Proportionality	<b>Section V: Detailed Resettlement Plan</b> complies with (b) <ul style="list-style-type: none"> <li>• <b>Section V. Para 76</b> spells out contents of DRP varies based on proportionality of the impacts. Abbreviated DRP is prepared when number of DP is minor or less than 200 (Category B)</li> <li>• Section IV. Para 70-72 describes the Resettlement Framework and its format which is same as AIIB's Resettlement Planning Framework</li> </ul>	No Gaps
3	4(f) Consultations. Carry out meaningful consultations with persons to be displaced by the Project, host communities and nongovernmental organizations, and facilitate their informed participation in the consultations. Consult with all persons to be displaced on their rights within the resettlement process, entitlements and resettlement options, and further participation process. Ensure their involvement in planning, implementation, monitoring and evaluation of the resettlement plan. Pay particular attention to the needs	<b>Section VIII. Public Consultation, Participation and Information Disclosure</b> <ul style="list-style-type: none"> <li>• Para 124/126. Objective is to carry out meaningful consultation with DP, Communities Local Authorities and CSOs</li> <li>• There are 4 distinct stages of consultations: <ul style="list-style-type: none"> <li>○ Project Preparation stage to seek inputs into project design</li> <li>○ After Project Approval when the preparation of the DRP starts</li> </ul> </li> </ul>	No Gaps except that no mention of importance being given to the Poor and Vulnerable Group during the Consultation Process.  Focused Group meetings will be conducted during the Consultation Process to hear and address their concerns.

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, Indigenous Peoples and those without legal title to land and ensure their participation in consultations.	<ul style="list-style-type: none"> <li>○ After individual compensation packages are determined and offer is made through a Contract</li> <li>○ Prior to commencement of compensation payment</li> <li>○ If DP has been relocated to a new Resettlement Site, continued consultation facilitated by Community Development Officers recruited by the General Department of Resettlement</li> </ul> <ul style="list-style-type: none"> <li>● Para 119/120. A Project Information Booklet is prepared and provided at each stage of the consultation process to explain all the relevant information</li> </ul>	
4	Grievance Redress Mechanism. Establish a suitable grievance mechanism to receive and facilitate the resolution of concerns of DPs; utilize existing formal or informal grievance mechanism; supplemented by the project specific mechanism.	<p><b>Section IX. Grievance Redress Mechanism (GRM)</b> The GRM comprises of one local informal and three formal Project specific mechanisms.</p> <ul style="list-style-type: none"> <li>● A Provincial Grievance Redress Committee (PGRC) has been established in each Province in accordance with the Expropriation Law. The Committee is chaired by the Governor and has a representative of a local based CSO as a member. This Committee makes the final binding decision (Para 145 and 146)</li> <li>● An informal problem-solving mechanism at the <b>local commune level</b> where an amicable solution is sought first (Para 148)</li> <li>● Where local commune is unable to resolve, there is a <b>District Level</b> formal mechanism (1<sup>st</sup> Formal Level) [Para 148/149]</li> <li>● The 2<sup>nd</sup> Formal Level is GRM at the General Department of Resettlement (Para 150/155)</li> </ul>	No Gaps

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	<p>Understandable, transparent, gender sensitive, culturally appropriate and readily accessible.</p> <p>Protect complaints from retaliations and remain anonymous, if requested; disclose reports</p>	<ul style="list-style-type: none"> <li>• The 3<sup>rd</sup> Formal Level is GRM at the PGRC (Para 154/155)</li> <li>• If the complaint is not satisfied, he/she can approach the Provincial/Municipal Courts (Para 157)</li> <li>• There is a clear set of Guidelines for GRM to ensure transparency and consistency in the application of the procedures (Para 164 &amp; Appendix 8).</li> <li>• The GRM is disclosed in the Project Information Booklet and the Guidelines explained to DPs prior to the preparation of the DRP at the Detailed Measurement Survey Consultation stage (Para 121)</li> <li>• After DRP is approved and prior to the Compensation Payment Consultation stage (para 122)</li> <li>• The PIB are in Khmer Language so that GRM and other information are understandable (all documents for disclosure are translated in Khmer language)</li> <li>• GRM training is provided at commune, district and provincial level prior to the preparation and implementation of the DRP (standard practice)</li> <li>• Separate consultation with women DP as is customary in Cambodia (standard practice)</li> <li>• There are no fees or charges levied on the DPs for the lodgment and processing of complaints except where DP file a suit at the Provincial/Municipal Courts (Para 157)</li> </ul>	<p style="text-align: center;">No Gaps</p> <p>No Gaps except that there is no specific provision for protection from retaliations. The DP can approach the Project Director in such cases.</p>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
		<ul style="list-style-type: none"> <li>• The local government governance mechanism has sufficient avenues to ensure that there are no retaliations against complainants and that they are protected.</li> <li>• The status of complaints received and resolutions are reported in the regular progress (internal and external monitoring) reports (Para 256). But no personal details are disclosed. These reports are disclosed on the web site of the funding Development Partner and the RGG's Executing/Implementing Agencies.</li> </ul>	
5	<p>Social Support. Support social and cultural institutions of DP and their host communities/ Consider social preparation phase for vulnerable groups. Include cost in resettlement budget.</p>	<p>There is no specific provision for social preparation phase.</p> <p>In case of resettlement of DPs to new sites:</p> <ul style="list-style-type: none"> <li>• Sites are selected in consultation with the DP. In selecting, a number of guiding principles are followed among which the key factor is acceptance of host communities and local authorities (Para 79)</li> <li>• All factors are considered in the planning stage including provision of <b>community facilities</b> (to meet cultural and social necessities of the DP) [Para 80]. All costs of the development of the sites are included in the Resettlement Budget (Para 75, Task 13).</li> <li>• A Community Development Officer is assigned to each Resettlement Site to provide long term assistance and organize the communities to <b>adjust and integrate with the local/host communities</b> (Para 136/138)</li> <li>• Livelihood Support Programs are provided to all the DP at the Resettlement with the Poor and</li> </ul>	<p>Gap exists in so far as a formal social preparation phase is required before the DPs are located to new Resettlement Sites.</p> <p>However, the Community Development Officer is engaged right on the onset to plan, facilitate and oversee livelihood programs.</p> <p>In the case of the Project, there is no requirement of resettlement of DP to new site.</p>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
		Vulnerable Group provided with additional financial support (Para 225/229).	
6	Livelihood Restoration. Restore livelihoods through (i) land-based resettlement strategies, where possible or cash compensation at replacement values plus transitional cost; (ii) prompt replacement of assets with assets or equal or higher value; (iii) prompt compensation at replacement value; (iv) capacity building programs; additional revenues through benefit-sharing	<ul style="list-style-type: none"> <li>• Entitlement of replacement land of equal productive value or cash compensation at replacement cost [Para 115 F 1 (a)].</li> <li>• All lost assets compensated at replacement cost determined by an independent consultant(Para 107 and 115 F 3)</li> <li>• Transitional costs compensated – loss of income from employment, business and any other sources [Para 115 F2 (b) &amp; 4 (a)]</li> <li>• Compensation Payment paid before displacement (Para 238)</li> </ul> <p><b>Sub-Section E: Livelihood Restoration/Support Program</b></p> <ul style="list-style-type: none"> <li>• 3 livelihood restoration programs are provided : (i) Land-based; (ii) Employment –Based; and (iii) Business –Based [Para 115. 4 (b) &amp; Para 225 to 229}</li> <li>• Capacity building programs for in livestock and farming skills, employment skills and business and financial management skills are provided under each of the 3 programs (same Paras)</li> <li>• Priority access to employment opportunities under the Project (Para 229)</li> </ul>	No Gaps
7	Resettlement Assistance. Provide DP needed assistance: (i)	<b>Section V: Sub Section C, Paras 77-80 and Section X:Sub Section D, Para 216-224</b> (i)	



No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	<ul style="list-style-type: none"> <li>• If relocated, security of tenure - rights as strong as DP had to the prior land);</li> <li>• Proper housing at resettlement sites with comparable access to employment/production opportunities; and</li> <li>• Social and economic integration into host communities;</li> </ul> <p>(ii)</p> <ul style="list-style-type: none"> <li>• Transitional Support; and</li> <li>• Development Assistance such as land development assistance, credit facilities, training or employment opportunities.</li> </ul> <p>(iii) civic infrastructure and community services</p>	<ul style="list-style-type: none"> <li>• Each DP is provided with land plot of size 7X15 meters. If DP had larger size, then more than lot is allocated. Land is provided at no cost. Full ownership rights are given to each DP (Para 218).</li> <li>• Each DP is provided with replacement cost of the land, house and other assets. Hence sufficient financial compensation to re-establish similar or better housing.</li> <li>• Site is selected keeping proximity to employment opportunities (Para 79)</li> <li>• Host communities and local authorities are consulted on acceptance of DPs prior to selection of site (Para 79). Once the resettlement site is established, it becomes part of the village and commune (local community social and political structure.</li> </ul> <p>(ii)</p> <ul style="list-style-type: none"> <li>• Transitional Support- Cash grant provided as Transitional Allowance (Para 115 F 4) plus Transport Allowance</li> <li>• Development Assistance. All land development costs met by the Government at no cost to the DP (Para 222-224)</li> <li>• Livelihood Support Programs. Special Cash grants to re-establish livelihood plus skills training. For employment skills training, this is matched with the employment opportunities available in the proximity of the resettlement site (Pars 225-230)</li> </ul> <p>(iii) Civic Infrastructure and Community Services.</p> <ul style="list-style-type: none"> <li>• The resettlement site is provided with all basic infrastructure and services (health, water, power, access roads, internal roads, drainage etc. In</li> </ul>	<p>No Gaps except that there is no housing provided to the DP directly. They are compensated for loss of assets at replacement cost and are able to establish housing of similar standard on their own.</p> <p>No Gaps</p>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
		<p>addition, a community hall is also constructed. All at no cost to the DP (Para 218)</p>	
8	<p>Standard of Living.</p> <ul style="list-style-type: none"> <li>• Improve standard of living of Poor and Vulnerable to at least national minimum standards including access to social protection systems.</li> <li>• Rural Areas. Legal and affordable access to land and resources.</li> <li>• In urban areas, appropriate income sources and legal and affordable access to adequate housing</li> </ul>	<ul style="list-style-type: none"> <li>• Improvement of living standards of Poor and Vulnerable group is key resettlement planning principle (Para 37). To accomplish this, additional/special assistance is provided: <ul style="list-style-type: none"> <li>○ Double Transitional Allowances equivalent to 6 months of income support (\$33 per person in the household X 6) [Para 115. F. 4 (a)]</li> <li>○ Double cash grant (\$400) under livelihood support program [Para 115. F. 4(b) 4]</li> <li>○ All Poor and Vulnerable are issued ID Poor card across the Nation and each ID Poor family have access to the national social protection system.</li> </ul> </li> <li>• Replacement land with equal productive capacity is provided. If replacement land is not available, cash compensation is provided at replacement cost. This is accompanied by livelihood support program and additional cash grant to re-establish source of income.</li> <li>• Landless can be provide with land at no cost under the Government's Social Land Concession if program exists in the Project area</li> <li>• Livelihood support program is provided to establish adequate income.</li> <li>• Adequate housing is available at affordable price. Loss of land and housing are compensated at replacement/market price and hence they are able to acquire housing of similar standards.</li> </ul>	<p>No Gaps</p> <p>No Gaps</p> <p>No Gaps</p> <p>No Gaps.</p>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
9	<p>Persons without Titles or Legal Rights.</p> <ul style="list-style-type: none"> <li>• Eligible for and receive Resettlement assistance.</li> <li>• Compensation for loss of non-land assets</li> <li>• Include in consultation process</li> <li>• Census and cut-of-date for eligibility</li> <li>• Existing Claims under administrative or legal review</li> </ul>	<p><b>Section VII. Compensation</b></p> <ul style="list-style-type: none"> <li>• DP with no formal title or rights to land (illegal occupiers) are eligible for compensation [Para 106 (iii)]</li> <li>• They get the same resettlement assistance as legal owners and holders of title or rights to the land (<b>See Appendix 6. Detailed Entitlement Matrix</b>)</li> <li>• They are eligible for compensation for loss of all assets except for land {Para 115 F). If they are Poor &amp; Vulnerable, special additional assistance with cash grants are provided</li> <li>• They are included at all stages of the consultation process</li> <li>• Census is carried very early at feasibility study stage and Cut-Off-Date for eligibility established and announced (Para 59-61)</li> <li>• No specific provisions. However, in practice no land under administrative or legal review</li> </ul>	<p style="text-align: center;">No Gaps</p> <p>No land under administrative or legal review will be acquired under the Project until the matter is resolved.</p>
10	<p>Negotiated Settlement.</p> <ul style="list-style-type: none"> <li>• Develop procedures in transparent, consistent and equitable manner</li> </ul>	<p><b>No Provision in the SOP</b></p> <ul style="list-style-type: none"> <li>• In practice, negotiated settlement route for acquisition of land is followed when there are a few DP. Has been used quite regularly in urban sector projects financed by ADB. Standard procedures have been developed. <ul style="list-style-type: none"> <li>○ Consultation with DPs to explain the benefits of the Project, the need, the negotiated settlement procedures, the normal route, compensation principles, the valuation methods, and voluntary agreement from all</li> </ul> </li> </ul>	<p>Negotiated Settlement is not prescribed in the SOP but is a standard practice when</p>

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	<ul style="list-style-type: none"> <li>• People who enter negotiated settlements maintain same or better income and livelihood status</li> </ul>	<p>the DP sought. DP signs the Minutes if they agreed to the negotiated settlement route.</p> <ul style="list-style-type: none"> <li>○ Independent valuation of land/assets at replacement cost/market price and other economic losses using the same standards/method of calculation as prescribed in the Detailed Entitlement Matrix. A replacement cost study is conducted by an independent valuation consultant, Consistent and same procedures applied to all DP.</li> <li>○ Where there is likely loss of main livelihood, negotiated settlement is not used unless the DP can demonstrate they can establish alternate livelihood source. Key principle is that loss must be minimal and not impact on the standard of living of the DP.</li> <li>○ Offer made and negotiated with each DP. Basis for calculation of package explained to all DP in one meeting to demonstrate equal treatment.</li> <li>○ DP provided time to consider the package. If all agree, contracts are signed.</li> <li>○ Compensation paid and one month notice provided to DP for vacating the land</li> <li>○ The RCS Consultant as a third party conducts an independent verification of the agreements reached with the DPs; DPs have been fully informed; Negotiations have been conducted freely and without force; and the DPs are aware and understood the terms and conditions under the agreements.</li> </ul> <ul style="list-style-type: none"> <li>• Negotiated Settlement in currently not normally followed where there is permanent loss of livelihood.</li> </ul>	<p>there a small number of DP and no permanent loss of livelihood are involved.</p> <p>The principles and procedures followed are fully in compliance with requirements under AIIB ESS 2. The process is well documented and will be submitted to the AIIB for review and endorsement.</p> <p>The compensation package will include a Livelihood Restoration Program</p>

No	AIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
		<ul style="list-style-type: none"> <li>• However, where DP who enter into negotiated settlements and there is loss on livelihood or income source, the compensation package will include the Livelihood Restoration Program under the Project to restore or improve income compared to pre-acquisition level.</li> </ul>	
11	<p>Information Disclosure.</p> <ul style="list-style-type: none"> <li>• Disclose Draft Resettlement Plans, Final Resettlement Plans, Updates and RPF, including documentation of consultation process.</li> <li>• Form and Language understandable to DPs, at an accessible place</li> </ul>	<p><b>Section VIII. Public Consultation, Participation and Information Disclosure</b></p> <ul style="list-style-type: none"> <li>• All draft RPs (BRP), Final RP (DRP), Updates (UDRP) and RPF (RF) are posted on the Implementing Agency and Development Partner (AIB) web sites in English. Posted in local Commune Offices (in Khmer language) for easy access to DPs and local communities (Para 118 and Table).</li> <li>• Minutes of all consultation meetings are attached as appendix to these documents and are disclosed.</li> <li>• In addition, specific information is disclosed through the Project Information Booklet in Khmer language and distributed to the DP and the local authorities at all the 4 stages of the Consultation Process. These provide greater clarity and understanding on the key information that are most relevant to the interests of the DP (Para 119-122).</li> <li>• Personal details, socio economic situation and other sensitive information of the individual DP that compromise his/her privacy are not disclosed (Para 123)</li> </ul>	No Gaps
12	<p>Implementation</p> <ul style="list-style-type: none"> <li>• Design and execute IR as part of the Project</li> </ul>	<ul style="list-style-type: none"> <li>• IR is planned on project/subproject basis and implemented as part of the Project.</li> </ul>	

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	<ul style="list-style-type: none"> <li>• Include full costs of resettlement in the project costs and benefits</li> <li>• For significant IR impacts, implement on stand-alone basis</li> </ul>	<ul style="list-style-type: none"> <li>• All and full costs of resettlement are taken into account</li> </ul> <p><b>[Section V. Sub Section D (Budget Preparation) Paras 81and 82]</b></p> <ul style="list-style-type: none"> <li>• The General Department of Resettlement (GDR) of the Ministry of Economy and Finance is responsible for the preparation, implementation, monitoring and reporting on resettlement plans. The Implementing agency is not responsible. The IR is therefore implemented on stand-alone basis by GDR <b>[Section II. Sub Section D (General Department of Resettlement) Para 10]</b></li> <li>• The cost of IR is entirely financed by the Government and not from loan proceeds (Section XI. Sub Section A Para 232)</li> </ul>	No Gaps
13	<p>Compensation and Entitlements.</p> <ul style="list-style-type: none"> <li>• Pay Compensation and provide other resettlement entitlements before any physical or economic displacement</li> </ul>	<p><b>Section XI; Budget Disbursements and Payments</b></p> <ul style="list-style-type: none"> <li>• Full payment of compensation and full payment of all allowances must be paid prior to land acquisition and relocation (Para 238)</li> <li>• After completion of payment for compensation, a notice will be issued to vacate the land within 30 days of the issuance of the notice ( Para 251)</li> </ul>	No Gaps
14	<p>Supervision.</p> <ul style="list-style-type: none"> <li>• Closely supervise the implementation of the resettlement plan throughout project implementation.</li> </ul>	<p><b>Section XIII. Monitoring and Reporting</b></p> <ul style="list-style-type: none"> <li>• The supervision of the implementation of the DRPs/UDRPs is carried out by GDR (Internal Monitoring) and External Monitoring Organization (External Monitoring) throughout project implementation (Section XIII)</li> </ul>	No Gaps
15	<p>Monitoring</p> <ul style="list-style-type: none"> <li>• Monitor and assess resettlement outcomes, impacts on standard of living and objectives by Experts</li> </ul>	<p><b>Section XIII. Monitoring and Reporting</b></p> <ul style="list-style-type: none"> <li>• External Monitoring Organization/ Expert Firm/ Expert Individual Consultant (EMO) as a third party</li> </ul>	No Gaps except that there is no specific requirement on the disclosure of monitoring/progress reports on the website of the Project and the AIIB. No involuntary resettlement is envisaged in

No	AIIB ESS 2: Involuntary Resettlement	RGC SOP on Land Acquisition and Involuntary Resettlement	Clarifications on Gap/Measures
	<ul style="list-style-type: none"> <li>Disclose the Reports</li> </ul>	<p>is recruited to carry out external monitoring (Para 259).</p> <ul style="list-style-type: none"> <li>The terms of reference of EMO includes monitoring and assessment of these aspects up to 6 months after the completion of the implementation of the DRP/UDRP.</li> <li>Independent Advisory Panels are recruited in case of highly risky, complex and sensitive projects like construction of hydroelectric dams (Para 261)</li> </ul>	<p>the Project. However, if this becomes necessary, the GDR will prepare and submit semi-annually monitoring reports to AIIB for disclosure in its website. The reports will also be uploaded in the MRD Project website.</p>

### 3 PRINCIPLES AND OBJECTIVES

35. The key principle guiding this RPF is that all AHs must maintain or improve their pre-project living standards. No land acquisition is anticipated for the Project for the road rehabilitation component and the land require, if any, for the WASH component will be mostly accomplished through voluntary donation. Hence, it is likely that there will be no need for the preparation of any DRP.

36. The MRD will undertake the process for voluntary donation and document the process following the guidance provided in this RPF and the APs will have the right to refuse.

37. However, in exceptional circumstances, when there is a need for additional acquisition of land, then GDR will carry out a **negotiated settlement** described below in this RPF where there are **no more than 20 AHs**. However, this will be subject to the agreement of the AHs of their willingness to engage in negotiated settlement which will be determined in the first consultation meeting with the community and the AHs.

#### 3.1 Principles and Requirements on Voluntary Donation

38. Voluntary land donation shall follow the following key principles (i) the donor has been fully informed about the Project and available choices regarding the land and their implications, including refusal to donate the land, and has confirmed in writing their willingness to proceed with the donation; (ii) the amount of land is minor and will not reduce the donor's remaining land area below that which is required to maintain the donor's livelihood at current levels; (iii) no household relocation is involved; and (iv) the donor is expected to benefit directly from the Project. Meaningful consultation and proper due diligence will be carried out to ensure that the donors are fully informed and are willing and not coerced in any way to donate the land.

39. The principles that will guide the process of voluntary donations include:

- Detailed design should select alignments that avoid or otherwise minimize, impacts on land, structures and other fixed assets;
- Where land is required, carry out meaningful consultation with potentially AHs and the community in a free and friendly manner to ascertain their willingness to make voluntary contribution by donating their land. The AHs must be fully informed that by voluntarily donating, there is no monetary compensation;
- In case negotiations for voluntary land donation fail, eminent domain or other powers of the state will not be used;
- Donated land must be minor in nature (not more than 5% of the land plot will be donated to the project); directly linked to the benefits of the affected people/donors; and not reduce the donor's remaining area below that required to maintain the donor's livelihood at current levels;
- No physical or economic displacement of AH is involved except for minor shift back at same location and restored to pre-existing condition under the civil works subproject budget;
- Ensure that no fees for the transfer of the ownership of the land are paid by the donating AH and that any fees or taxes incurred are covered by MRD;
- No voluntary donation shall be accepted by the Project from any vulnerable households;
- Any voluntary donation will be confirmed through verbal consultations and written record and verified by an independent third party<sup>4</sup>.
- Ensure that the process is clearly documented by MRD and the documents submitted to the AIIB, where requested; and

---

<sup>4</sup> Independent third party are those entities or experts that are not involved in day-to-day operations of the Project.



- Adequate local level project specific grievance redress mechanism is in place at the Commune and Provincial level.

### 3.2 Process for Voluntary Donation

40. Since the road rehabilitation will be undertaken within the Right-of Way no land will be required for the main carriageway. However, in the improvements on the drainage and climate proofing works, some of the AHs could suffer minor impacts– such as cutting back driveways, roofs or trimming of fruit trees. Since they are also the biggest beneficiaries who will be living along an improved road, MRD experienced in rehabilitating thousands of kilometres of rural road shows that the local communities and households voluntarily donate the affected asset without seeking any compensation. This is same for community infrastructure like the community ponds under WASH component.

41. The process of voluntary land donation will be as follows:

**A. Screening.** Once road sections and the location of the community ponds are defined, MRD will conduct land acquisition screening (see **Annex 1**) to see if there are any assets in the COI that may be impacted. If the land fulfils the criteria that is donated, there will be no impact on reducing the pre-project living standard and livelihood of the donor (s), the next step will be to conduct consultation with the AHs and the community.

**B. Consultation Meeting with the Community.** The MRD will conduct consultation meeting with the community and AHs. The Commune and Village Council/Authorities will facilitate the consultation process. At this stage, MRD will: Provide the community and the AHs with the information about the Project. A project information booklet in local language will be distributed in the meeting.

- Introduce and explain the concept of voluntary land donation.
- Identify the potential donors and explain the purpose of the meeting is to seek feedback on voluntary land donation.
- The meeting shall be adequately documented to include the list of participants and their signature, preparation of minutes of meeting, pictures, and video.
- During conduct of meeting, ensure that proper procedures aligned with the Government guidelines and best practices are observed in view of the COVID-19 pandemic.

**C. Meaningful Consultation with Potential Donors.** Inform the potential donors of the conditions for voluntary land donation (no monetary compensation and all taxes for land transfer paid by MRD) and the choices available to them. Inform them that refusal is an option.

**D. Obtain written agreement.** If they agree, they will need to confirm in writing, through a memorandum of understanding, their willingness to proceed with the donation. A written confirmation of voluntary donation will be documented through the MOU to be issued and signed by the landowners and the MRD and will be verified by the Independent Third Party.

**E. Transfer of title.** Transfer of title for donated portion of land, if applicable. All cost related to the transfer of the donated land will be borne by the Project. A copy of proof of the ownership shall be obtained by MRD PMU or PIU to ensure legal possession of the land. In cases where land has no clear ownership or titles and no proof of ownership, a committee of reputable representatives including chief of commune, a known elderly of the village, PIU member should be established to help in the verification of the concerned landowner in the land being considered.

42. MRD will be responsible for carefully documenting the voluntarily donation process and compiling a report which will be submitted to the AIIB on a semi-annual basis and which will include:

- Project name and location;
- Description of the road section, the Corridor of Impact (COI) and the extent of impacts on assets;
- Description of consultation activities that took place to inform people of the project and their rights to compensation and donation;
- List of voluntarily asset contribution and names of donors;
- Minutes of the consultation meeting (s); and
- Copies of the signed willingness to donate forms (see **Annex 2**).

43. The GDR will not be involved in the voluntary land donation process. Voluntary land donation will be the sole responsibility of MRD.

### **3.3 Process for Land Acquisition**

44. If the survey of the road sections or detailed engineering designs (DED) shows that there will be a need for land acquisition and resettlement, the MRD will inform GDR after the completion of the survey. In case where there are a small number of AHs or less than 20 AHs, the GDR will acquire the land through **negotiated settlement**. Where there are more than 20 AHs, the GDR will prepare the abbreviated RP as per paras 26 and 46 or DRP and submit to the AIIB for review and approval.

45. For negotiated settlement, the GDR will develop procedures in a transparent, consistent, and equitable manner if land acquisition or changes in land use rights are acquired through negotiated settlement for a subproject, to ensure that the AHs who enter into negotiated settlements maintain the same or better income and livelihood status. To achieve this, GDR will engage an independent external party to validate and document the negotiation and settlement process.

46. If the failure of negotiated settlement results in expropriation, then there is still a need for the preparation of a DRP. Under the provisions of the AIIB ESS 2, where impacts on the entire displaced population are minor, or fewer than 200 people are displaced, the GDR may, with the prior approval of the Bank, prepare an abbreviated RP, covering such elements as the Bank may specify. Impacts are considered “minor” if the AHs are not physically displaced and less than 10 percent of their productive assets are lost

#### **3.31. Principles and Objectives on Land Acquisition and Resettlement**

47. Specific principles that will guide the process of land acquisition and resettlement include:

- Avoid involuntary resettlement or, when unavoidable, minimize involuntary resettlement by exploring project design alternatives and prepare a timebound Resettlement Plan.
- Mitigate unavoidable adverse social and economic impacts from land acquisition or restrictions on land use by: (a) providing timely compensation for loss of assets at replacement cost; and (b) assisting displaced persons (DPs) in their efforts to improve, or at least restore, their livelihoods and living standards, in real terms, to pre-project levels.
- Improve living conditions of poor or vulnerable persons who are physically and economically displaced to at least the national minimum standards including access to social protection systems. Provide legal and affordable access to land and resources.
- Non-titled DPs will be provided livelihood allowance and will be fully compensated at replacement cost on assets other than land.
- Legalizable DPs will be legalized and fully compensated at replacement cost for land losses.

- Establish a transparent, fair, and equitable procedure of land acquisition through negotiated settlement. An independent external party shall be engaged to validate and document the negotiation and settlement process;
- Conceive and execute resettlement activities as sustainable development programs, providing sufficient investment resources to DPs to benefit directly from the project, as the nature of the project may warrant;
- Ensure that resettlement activities are planned and implemented with appropriate disclosure of information, meaningful consultation, and the informed participation of those affected.
- Ensure conduct of meaningful consultations with DPs on social impact assessment, entitlements, disclosure of resettlement information to DPs, and participation of DPs in planning and implementing subprojects. The social impact assessment and Resettlement Plan will be disclosed to the DPs in the local language; and
- Establish a grievance redress mechanism for DPs and stakeholders to address grievances and concerns.

### 3.4 Eligibility Criteria

48. This RPF applies to physical displacement (relocation, loss of residential land or loss of shelter) and economic displacement (loss of land or access to land and natural resources; loss of assets or access to assets, income sources or means of livelihood) as a result of: (a) involuntary acquisition of land; or (b) involuntary restrictions on land use or on access to legally designated parks and protected areas. It covers such displacement whether these losses and involuntary restrictions are full or partial, permanent, or temporary. All AHs who have assets in the COI before the cut-off date (COD) will be eligible for compensation, regardless of their legal status.<sup>5</sup> Eligibility will be determined with regards to the COD, which will be the last day of conducting census with the community, when the road section and COI has been identified. The announcement of the consultation meetings will be posted on Commune/Sangkat/public boards. Those who encroach into/or occupy the subproject area after the COD will not be eligible for any compensation or any other assistance. This is aligned with the SOP-LAR and AIIB's ESS2.

49. All AHs who have assets in the COI before the COD will be eligible for compensation, regardless of their legal status. Eligibility will be determined with regards to the COD, which will be the last day of the conducting census with the community, when the road section and COI has been identified. The announcement of the consultation meetings will be posted on Commune/Sangkat/public boards. Those who encroach into/or occupy the project area after the COD will not be eligible for any compensation or any other assistance.

### 3.5 Resettlement Process: Step by Step

50. In line with requirements in ESS 2, the Project will adopt a mitigation hierarchy which will:
- a) Adjust engineering designs to anticipate and avoid land acquisition impacts;
  - b) Where avoidance is not possible, minimize or reduce land acquisition impacts;
  - c) Inform stakeholders of their right to compensation as described in the Entitlement Matrix in this RPF;
  - d) Carry out the land acquisition through **negotiated settlement** described in this RPF. An independent external party shall be engaged to validate and document the negotiation and settlement process;

---

<sup>5</sup> With formal legal rights to land or assets; without formal legal rights but with recognized or recognizable claim under national law; with no recognizable legal right or claim to land or assets they occupy and use.

- e) Where negotiated settlement is not accepted by the AHs or fails, land acquisition will follow the process defined in the SOP-LAR and the preparation of a DRP will be required; and
- f) Pay compensation to the AHs before civil works take place, with appropriate disclosure of information and available grievance mechanism.

### 3.5.1 Land Acquisition

51. Once the specific MRD-implemented road sections are identified and MRD has undertaken screening (**see Annex 1**), if it is found that involuntary land acquisition will be necessary (because people do not agree to voluntarily donate, because conditions of voluntary donations do not apply and/or because the road alignment is widened and further impacts are anticipated), MRD will inform GDR in writing and provide the COI and DED. As far as possible, the MRD will complete the survey for all road sections grouped under one contract package as this will speed up the process of land acquisition and implementation of the Project. GDR will conduct visits to assess the land acquisition impacts as soon as it is notified by the MRD and when the COI/DED are received.

52. GDR with the assistance of MRD will carry out census and survey of the affected assets and the extent of land acquisition impacts. The GDR and MRD will conduct the consultation meeting with the community and the AHs. The purpose of the meeting will be to present the findings of the census and survey and explain the option of negotiated settlement or mandatory involuntary acquisition of land and other assets. The GDR will present an information booklet which will point out the key principles and the compensation package set out in the EM (**Annex 3**)

53. If the number of AHs is no more than 20, the AHs will be offered payment of compensation through the negotiated settlement route for consideration. If all of the AHs agree with the negotiated settlement route, this will be documented in the Minutes and signed by all the AHs and confirmed by the Commune or Village Chief. The AHs will be informed that the COD is the date of the consultation meeting, and this will be recorded in the Minutes.

54. In case there are more than 20 AHs or the AHs do not all agree with the negotiated settlement route, the meeting will be informed that a DMS will be carried out by GDR to prepare an abbreviated RP as per para. 46 above or a DRP. The COD will be same as the date of the Meeting, recorded in the Minutes and the Meeting advised that only those households identified during the census prior to the COD will be eligible to receive compensation.

55. Following the consultation meeting, GDR will plan the schedule for conducting the DMS and the Replacement Cost Study (RCS) and inform the commune and village authorities in advance through the PRSC-WG at the province level.

56. In case of **negotiated settlement**, the following process will be followed:

- a) The GDR will conduct the Socioeconomic and Census survey, DMS and the RCS to determine the inventory of losses and the replacement costs.
- b) The RCS will calculate the affected land and/or structures market value equivalent at their full replacement value. Where market rates for land are unavailable, the RCS unit rates will be developed in consultation with the AHs or land users to determine the compensation amounts for the land to be purchased and the assets attached to the land.<sup>6</sup>

---

<sup>6</sup> The cost of compensation equivalent to replacement cost will look at information on recent transactions, quality and type of land, crop cycles and production, and land availability.

- c) If there is a loss of income, the RCS consultant will calculate the amount of losses based on the Entitlement Matrix (EM) attached to the RPF.
- d) In case of loss of fruit trees, the RCS consultant will calculate the economic loss based on maturity and formula shown in the EM.
- e) In case of annual crops, these will be valued at net market rates for the one-year crop yield.
- f) If there is physical displacement, transitional allowances will be provided at the rate shown in the EM.
- g) The total amount of compensation will be calculated and offered as a lump sum amount.
- h) Conduct consultation and negotiation with the landowner/land user, and negotiation to be conducted in good faith, and all relevant information has been provided to and understood by the landowner including project use of land, terms and conditions of the agreement. This will be adequately documented.
- i) A contract will be prepared showing the breakdown and the total amount of the compensation and negotiated with each AH. Minutes will be prepared and signed by the IRC-WG and the AH and witnessed by the Commune or Village official.
- j) If all AHs agree with their lump sum compensation package, the lump sum amount will be paid upon signing of the contracts.
- k) In case an AH does not agree on the negotiated settlement, the offer of negotiated settlement for all the AHs will be withdrawn and GDR will proceed to prepare the DRP for submission to AIIB for review and approval.
- l) A report on negotiated settlement will be prepared after the process is completed and submitted to the AIIB.
- m) GDR will engage an independent external party to validate and document the negotiation and settlement process.

### **3.6 Cut-off Dates (CODs)**

57. COD will be set as the date of the completion of the census. This will be announced in the first round of consultations with the community and recorded in the minutes of the consultation meetings.

### **3.7 Detailed Measurement Survey<sup>7</sup>**

58. A detailed measurement survey (DMS) including the socio-economic survey, which compiles the census, household socioeconomic data and inventory of loss (**IOL**) information, will be conducted by GDR, with support from MRD, after the completion of DED and demarcation of land to develop the inventory of resettlement impacts on AHs, assets and business. The AHs will be informed through the Commune and/or Village authorities in advance of the schedule for undertaking the DMS.

59. The measurement of the land, structures and other productive assets of each DP (100%) is carried out during the DMS which is the basis to determine the compensation package. The measurement is carried out with the full involvement of the DP to avoid any disputes on incorrect measurements or calculations and under payment of compensation. The DMS Team will install pegs or markers for the demarcation of the affected land in the presence of the DP and carry out the calculation of the area of the land and other assets that will be lost. The land is also classified based on actual land use.

---

<sup>7</sup> The DMS Questionnaire includes the socio-economic survey questionnaire.

60. The key tasks undertaken for the preparation of the Detailed Resettlement Plan are shown below:

**Table 3: Key Tasks by GDR on Detailed Resettlement Plan Preparation**

Task	Requirement
Institutional Arrangements.	<ul style="list-style-type: none"> <li>Establishment of the IRC and IRC-WG.</li> <li>Establishment of the PRSC and Provincial Resettlement Sub-Committee Working Group (PRSC-WG).</li> </ul>
Detailed Measurement Survey (DMS)	<ul style="list-style-type: none"> <li>Demarcation of Land and DMS (100% socio-economic survey, 100% IOL and Full Census through DMS Questionnaire).</li> </ul>
Gender	<ul style="list-style-type: none"> <li>Gather gender information.</li> <li>Prepare plan for provision of social support, services, employment, and means of subsistence for income support for women headed households.</li> </ul>
Poor and Vulnerable Groups.	<ul style="list-style-type: none"> <li>Update the database based on DMS.</li> <li>Determine the different categories and eligibility to receive additional assistance package.</li> <li>Finalize the additional assistance package.</li> </ul>
Replacement Cost Study (RCS)	<ul style="list-style-type: none"> <li>Hire external expert to carry out RCS to determine the prevailing market rates for replacing loss assets. The methods of valuing the affected assets and the calculation of the compensation for each eligible AP will be all full replacement cost in line with ESS2 of the AIIB's ESF.</li> </ul>
Compensation Package	<ul style="list-style-type: none"> <li>Update the RPF Entitlement Matrix to show the full and complete compensation package that will be made available to the AHs.</li> </ul>
Livelihood Support Plan ( <i>if applicable</i> )	<ul style="list-style-type: none"> <li>Prepare Plan for Livelihood Support Program for permanent loss of sources of livelihood in consultation with AHs.</li> </ul>
Grievance Redress Mechanism (GRM)	<ul style="list-style-type: none"> <li>Operationalize the GRM at Provincial level</li> <li>Outline the procedures for handling complaints in line with SOP, provide details during the consultation process and ensure it is readily accessible and useful to the AHs.</li> </ul>
Consultation	<ul style="list-style-type: none"> <li>Meaningful consultation based on AIIB ESS2, and definitions described in this RPF, with AHs at commune level to inform about the overall entitlements and method of computation of compensation and the GRM procedures, to seek their feedback of the resettlement process.</li> <li>Meaningful consultation with AHs eligible for relocation on the Resettlement Sites (if applicable) at commune/village level as per guidelines above.</li> <li>House to house consultation to confirm measurement surveys during DMS.</li> <li>Consultations on compensation rates prior to signing of contracts.</li> </ul>
Monitoring and Reporting	<ul style="list-style-type: none"> <li>Arrangements, roles, and responsibilities for monitoring and reporting of the implementation of DRP; and the reporting requirements.</li> <li>Scope of internal monitoring.</li> </ul>
Formulation of Budget	<ul style="list-style-type: none"> <li>Prepare estimates on land acquisition by GDR.</li> </ul>

### 3.8 Replacement Cost Study and Asset Valuation

61. In parallel with the conduct of DMS, a Replacement Cost Study (RCS) will be undertaken by an independent consultant. The RCS is the method of valuation of assets at **full replacement cost**<sup>8</sup> yielding compensation sufficient to replace assets, plus necessary transaction costs associated with asset replacement. Transaction costs include administrative charges, registration or title fees, and any similar costs imposed on AH.

62. The **independent RCS consultant** (individual or firm) will be recruited by the GDR. The RCS will consider, in addition to lost fixed assets others, the type of trees and maturity of the trees; the type of materials, their quality and local market value; the costs to transport materials, etc. based on local conditions. The compensation amount for **loss of assets** for each AH is calculated based on the DMS of the affected assets in the IOL and applying the unit costs from the RCS report to their measurements to arrive at the replacement costs of the affected assets.

63. Cash compensation based on the principles of replacement cost will be provided to AHs losing structures, or parts of structures, such as kiosks, roofs, concrete payments, fences or houses.

64. The following procedures will be applied to determine the replacement costs of affected assets:

- a) For replacement costs of land, the RCS Consultant will directly interview households that have recently bought or sold land to collect the evidence of the rate of land transaction, and interview households who are looking for properties to sell or buy within and around the subproject area. The RCS Consultant will also find out from local residents, subject to confirmation/validation through official records of local authorities, the price of various types of land that have been the subject of transactions in the past six months to one year in the community or nearby areas and the prices of various types of land local residents are willing to buy or sell as well as collects data from government offices on recent land transactions and land market assessment.
- b) For structures, the RCS Consultant will interview owners of structures to determine the construction materials usually used in the locality for each type of building following existing government categories or standards; sources of construction materials used and the unit costs of said materials, including the costs of transporting the same to the locality; and the cost of labour for constructing each type of building found in the locality. In the survey, interviews will also be conducted with building contractors to determine the cost of construction materials for each type of structures in the subproject area following existing government categories; the cost of transporting construction materials to the subproject area (community); the cost of labour for constructing each type of building; and the unit cost per meter square of each type of building in the subproject area following existing government categories. The replacement cost will be based on the latest item rates for construction within the subproject area.
- c) For the crops and trees, interviews will be conducted with owners, market vendors and seedling suppliers to determine the current selling farm gate price of fruits or crops in the area and compensated accordingly as described above. RCS will collect data from statistics offices on average yields per type of crop and/or tree identified during the DMS.

65. The IOL and the measurements will be recorded and signed by the IRC-WG and the AH and witnessed by the Commune/Village Official, normally the Chief.

---

<sup>8</sup> Full replacement cost estimation will include fair market value, transaction costs, interests accrued, transitional and restoration cost, and other additional costs.

### 3.9 Compensation and Other Resettlement Assistance

66. In addition to the compensation for loss of assets, compensation is paid for loss of income from use of land, businesses, employment and other income sources; transportation allowances; subsistence allowances during the transition period; and income/livelihood restoration programs. For the **Poor and Vulnerable** in addition to the above, a **special assistance package is provided under which the cash grant for subsistence allowances** and livelihood restoration program are **doubled**.

67. Fruit trees, other productive trees, and crops will be fully compensated as per principles of replacement cost. As much as possible, AHs will be allowed to harvest crops before acquisition.

68. Businesses affected by land acquisition will be compensated for loss of income as well as transport allowances where relevant.

69. For AH losing income during the transition period, allowances will be provided, and livelihood restoration programs will be provided for AHs who **permanently lose their source of livelihoods**.

### 3.10 Vulnerable Groups

70. Vulnerable persons are categorized as: (i) households living below the poverty rate as established by the RGC; (ii) elderly people headed households with no means of support; (iii) female headed households with dependents living below the poverty rate; (iv) disabled headed households, and (v) indigenous peoples (who often have traditional land rights but no formal titles).

### 3.11 Livelihood Restoration Program

71. The Livelihood Restoration Support Program is provided when there is a permanent loss of livelihood and will offer three categories of programs: (i) Land-Based Livelihood Restoration; (ii) Employment-Based Livelihood Restoration; and (iii) Enterprise or Business-Based Livelihood Restoration. Eligible AHs will be entitled to participate in any one of the three programs.

#### (i) Land-Based Livelihood Restoration

72. This would be offered to APs who rely on and permanently lose land-based source of livelihood like agriculture and livestock. They would be provided:

- a) Access to other land-based sources of income, like vegetable gardening, fruit trees, and livestock if alternative agricultural land is available. This would be accompanied by skills training in farming and livestock specifically designed for them.
- b) Financial support in the form of a lump sum cash grant to assist in re-establishing the livelihood.

73. In case no alternative agricultural land is available, these AHs would be offered the option to participate either in the employment or business-based livelihood restoration program.

#### (ii) Employment-Based Livelihood Restoration

74. This will be offered to DPs who rely on employment for their livelihood and have permanently lost employment directly as a result of the LAR. They would be provided:



- a) Provision of employment skills training. A survey of the employment opportunities in the proximity of the relocation sites would be carried out as part of the preparation of the DRP which would be analysed to determine the types of jobs available, and the skills set requirements. The training program would be developed to help build these skills set for the AHs. In lieu of skill training provided under the project, a cash grant for AHs to pursue skills training of their choice elsewhere may be offered when there are insufficient numbers of AHs who lose their employment.
- b) Financial support in the form of cash grant.
- c) The project could also provide temporary job opportunities at the construction site, at the office, or other places. Construction work often requires low-skills and could be available more easily. For other jobs in offices or those requiring higher level of skills, skill training would be provided to the DP to access these jobs.

**(iii) Business-Based Livelihood Restoration.**

75. This will be offered to the DPs who rely on business for their livelihood and have lost them permanently. They would be provided:

- a) Provision of business skills training focusing on micro or home-based businesses. In case of insufficient number of AHs, a cash grant may be offered to pursue skills training elsewhere of their choice.
- b) Financial support in the form of a lump sum cash grant to assist in starting or re-establishing micro or home-based businesses.

**3.12 Contracts with AHs and Compensation Payments**

76. The agreement on the compensation package is confirmed under a formal and binding contract between IRC-Working Group (IRC-WG) and each of the AH. In case of negotiated settlement, a meeting is held at the commune or village office or community hall where the contracts prepared in local language are offered and explained to the AHs on an individual basis before negotiation and signing. On signing, the AH is paid the compensation as a lump sum amount. If any errors are found during the meeting, they will be corrected on the spot.

77. In case of the DRP, a meeting is held with the AHs and the contracts are offered and explained to the AH on one-to-one basis. The AH can sign the Contract at that time or within the next three (3) days. The compensation payments are not made at this stage and a separate meeting is scheduled for making the compensation payments at a later date. The AHs are informed in advance of the date of the meeting for the compensation payments through the Commune and/or Village Offices. The compensation payments will be paid directly to joint bank accounts in the name of both husband and wife, or alternatively in cash where the AH does not have a bank account with receipts of payment jointly signed by both husband and wife.

## **4 INSTITUTIONAL ARRANGEMENT**

78. The responsibility for the implementation of this RPF rests primarily with the MRD for voluntary donations who are the Executing Agency for the Project and that of land acquisition and involuntary resettlement by the GDR that operates within the MEF. The MRD has established a PMU at national level with the inclusion of an Environmental and Social Safeguards Management Unit supported by Environmental Safeguard and Social Safeguard Specialists hired as individual consultants. In each target province a PIU has been established within the Provincial Department of Rural Development office with a team of road and WASH specialists will coordinate the conduct of all field activities at the sites of individual subprojects. Within each target province a Provincial Resettlement Subcommittee will be established with a Working Group to assist the IRC-WG in the implementation DRPs. In addition, the Provincial Grievance Redress Committee will be established to resolve the grievances being raised by displaced persons.

### **4.1 Ministry of Rural Development**

79. The **Ministry of Rural Development (MRD)** is the implementing agency responsible for the Project and will implement project activities through the establishment of the Project Management Unit (PMU). The Project Director (PD) of the PMU will be responsible for overall guidance and policy advice, internal coordination, discussion and resolution of project matters with counterparts in the ministry and other government agencies, donor alignment and harmonization, and public disclosure and civil society involvement.

80. The Project Manager (PM) in the PMU will provide day-to-day support to the PD and will have the responsibility to ensure that the Project Operation Manual (POM) is followed, environment and social activities are implemented, all consultants follow their terms of reference and delivery schedule, project activities are carried out on schedule and within budget, and financial management reports are submitted on time. MRD will be solely responsible for the implementation of voluntary donation activities.

#### **4.1.1 PMU Environment and Social Management Unit**

81. The PMU's Environment and Social Management Unit (ESMU) that includes the MRD's Social and Environment Officers (SEOs) and the PMU Environment Safeguard Specialists and Social Safeguard Specialist will be responsible for screening of environment and social impacts, which will include land acquisition impacts on the prioritized rural roads. They will report to the PMU/PM on the results of the screening process, and it is found that the subproject roads will impact on land acquisition, the PM will inform the GDR.

#### **4.1.2 In cases of Voluntary Donations**

82. In cases where there are minor impacts on assets in the road corridor and the criteria for voluntary donation outlined in this RPF applies, the ESMU, under the direction and guidance of the PM, will be responsible for carrying out the process of voluntary donations as described in this RPF. The ESMU will be responsible for adequately informing AHs of their rights to compensation and their option to forgo their rights and voluntarily donate assets. The ESMU will also be responsible for adequately documenting the process in line with this RPF. The ESMU will also be responsible for keeping people informed about the voluntary donation process, schedule and grievance redress as outlined in this RPF. In the event of any complaint by a donor, the GDR will review to ensure that there has been no coercion and the appropriate action is taken.

#### **4.1.3 In cases of Land Acquisition**

83. If road improvements will lead to land acquisition, the PM will inform GDR and the ESMU will provide assistance to the GDR in the preparation of DRPs. Specifically, the ESMU will support GDR and work with GDR as follows:

- Participate in the DMS, consultations and delivery of entitlements, as necessary;
- Inform GDR of proposed safeguard review missions and facilitate GDR participation; and
- Inform GDR in case of any resettlement bottleneck hampering or having the potential to delay the construction activities.

## 4.2 Ministry of Economy and Finance

84. The **Inter-Ministerial Resettlement Committee (IRC)** has the mandate to review and evaluate the resettlement impact and land acquisition for public physical infrastructure development projects in the Kingdom of Cambodia. The IRC is a collective entity, permanently chaired and led by the Ministry of Economy and Finance (MEF), with members from different line ministries. The IRC carries out its roles through a Working Group (IRC-WG) which is established by MEF for each public investment project. The IRC is the approving authority for all RPFs, draft RPs, and DRPs prior to submission to the AIIB for its approval.

85. The **General Department of Resettlement (GDR)** is the permanent Secretariat of the IRC and is the lead agency for the preparation, implementation, and monitoring and reporting of land acquisition and resettlement activities.

86. The **Inter-Ministerial Resettlement Committee Working Group (IRC-WG)** will carry out the day-to-day land acquisition activities under the project, led by the Deputy Director/Chief of the Department of Resettlement of the GDR and comprise technical staff of MRD, and staff of GDR. The IRC-WG will be responsible for all the field work under the supervision of the Director of the Resettlement Department and overall guidance and direction of the Director General of the GDR.

87. The Provincial Resettlement Sub-Committee (PRSC) is established by the Provincial Governor at the request of the IRC for each project and comprises (i) the Provincial Governor or the Deputy Provincial Governor as the Head, (ii) Provincial Department Directors of the Line Ministries represented in the IRC, and (iii) the respective chiefs of the Districts and Communes of the locations affected by the project as Members. The role of the PRSC is as follows:

- Provide the coordination and supporting role to the GDR, IRC and IRC-WG for land acquisition activities at the local level;
- Ensure all relevant provincial and local government authorities provide the necessary support for land acquisition;
- Manage the public consultation meetings at Provincial Level; and
- Responsible and accountable for the disbursements of the compensation payments at the provincial level.

88. The **Provincial Resettlement Sub-Committee Working Group (PRSC-WG)** is established by the Provincial Governor and is mainly responsible for technical functions of the PRSC and works with the IRC-WG in carrying out the land acquisition activities at the provincial level. In addition to supporting the PRSC, the PRSC-WG has the following specific functions:

- Facilitate all public consultation and information disclosure meetings and maintain records;
- Cooperate with IRC-WG in carrying out DMS and Inventory of Losses (IOL) and in the implementation of the approved DRPs;
- Lead the payments of compensation; and

- Prepare monthly progress reports on all land acquisition activities at the provincial level and submit to PRSC and GDR.

## 5 GRIEVANCE REDRESS MECHANISM

89. The Grievance Redress Mechanism seeks to resolve concerns promptly, using an understandable process that is culturally appropriate and readily accessible at no cost to the AHs. Grievances can be submitted if an AH(s) believes the Project is having a direct detrimental impact on them as a result of land acquisition impacts.

90. The first level of complaint resolution, following traditional methods in Cambodia, involves problem solving at the Village and/or Commune level at which stage a solution can be sought amicably on the spot without the need for lodging a formal complaint.

91. In cases where grievances cannot be resolved through problem solving at the commune/village level, complaint/grievance can be filed with the PMU in case of **voluntary donation** at the second level. The SEO in the ESMU will be responsible for the handling of the grievance. The SEO will send a copy of the complaint to GDR. The SEO's contact information will be provided to the AHs and the community during the consultation meeting and in the project information booklet. The SEO will record the grievance and offer a solution within 15 days, after consulting with the Project Director and GDR. This may include a visit to the project site, if necessary. There are no fees or charges levied for the lodgement and processing of grievances for level one or two.

92. In the case of **negotiated settlement**, the complaint can be submitted to the Director General of the General Department of Resettlement. The complaint will be in writing and can be routed through the IRC-WG. The contact address will be provided in the project information booklet. The Department of Internal Monitoring and Data Management (DIMDM) will review the complaint and prepare a report for the consideration of the Director General within 10 working days of the receipt of the complaint. A decision on the complaint will be made by the Director General within 5 working days from the date of the report of findings. DIMDM will maintain a register of complaints containing the date, the details and resolution of the complaints.

93. In case of **mandatory involuntary acquisition of land**, the steps described below will be followed.

94. **First Step.** The aggrieved AH can lodge a written complaint to the Head of the District Office where the project road is located. The conciliation meeting must be held and a decision taken within 15 working days after the date of registration of the complaint by the District Office. If the complaint is resolved at the District Level to the satisfaction of the AH, the IRC-WG will inform GDR's DIMDM, which will review and seek the approval of the Director General, GDR for appropriate remedial action. The AH will be informed in writing by the GDR of the decision and the remedial action that will be taken within 15 working days from the receipt of the letter from the District Office. If the complaint is rejected at this stage, the District Office will inform the AH in writing and if the AH is not satisfied with the result, s/he can proceed to the next step.

95. **Second Step.** The AH will submit a written complaint with the PGRC through the Provincial Governor's Office. The AH or a representative will be given an opportunity to present its case during the meeting and the PGRC may consider any compelling and special circumstances of the AH. The GDR will send a representative, as a non-voting member, to provide explanation for the rejection of the complaint at the second step by the GDR. The decision of the PGRC must be reached on a consensus basis and will be final and binding except when the matter relates to any policy of the Government. Decisions on Government policy matters on land acquisition and resettlement are decided by the IRC. The PGRC will have 40 working days from the date of receipt of the complaint to reach a final decision. The decision of the PGRC will be sent to the IRC through the GDR for endorsement before taking any remedial action.

96. The PGRC comprises of representatives from the relevant provincial authorities and MEF as follows:

- Chair: Provincial Governor, or person appointed by the Provincial Governor
- Vice Chair: Director of Provincial Department of Land Management, Urban Planning and Construction or representative
- Member: Director of Provincial Department of MEF or representative
- Member: Chief of Provincial Office of Law and Public Security or representative
- Member: District Governor or representative
- Member: One Representative of Local Based Civil Society Organization

97. The handling of the complaint ends at the Second Step. There are no fees or charges levied on the AH for the lodgement and processing of the complaints under the First or Second Steps. However, as provided for in the Expropriation Law, the aggrieved AH can file a suit at the Provincial/Municipal Courts, as applicable, to seek a resolution. Such actions will be at the cost of the AH. At this stage, there is no involvement of the GDR, PRSC or IRC-WG unless there is a judicial order from the competent courts.

98. If efforts to resolve disputes using the grievance procedures remain unresolved or unsatisfactory, AHs have the right to directly discuss their concerns or problems with AIIB's Project-affected People's Mechanism which provides an opportunity for an independent and impartial review of submissions from Project-affected people who believe they have been or are likely to be adversely affected by AIIB's failure to implement its Environmental and Social Policy in situations when their concerns cannot be addressed satisfactorily through the Project-level GRM or the processes of the Bank's Management.

## 6 FUNDING AND IMPLEMENTATION ARRANGEMENTS

### 6.1 Budget and Financing

99. The budget for land acquisition and resettlement is prepared after the DMS and RCS are completed and is included in the DRP. In case of negotiated settlement, it is included in a separate report on negotiated settlement. The budget is financed by the counterpart funds allocated from the national budget by the RGC. There is no financing for land acquisition from the loan funds under the project. The budget will include the estimated costs of all the affected assets/items such as land, building, structures crops and trees, relocation, vulnerable, transitional and transport allowances, income and livelihood support etc. for compensation payments that are due to any AHs that will be in the DRP.

100. The GDR will be responsible and accountable for all financial management functions relating to the use of the budgeted funds. The funds for land acquisition are provided to the GDR from the Counterpart Funds Account. Once the budget is approved by the MEF, the funds are released by the General Department of Treasury and deposited into a project designated account established by the GDR for the Project in the National Bank of Cambodia. Following an internal process, the funds are released from the project designated account, as and when necessary, and provided to the PRSC which is responsible for making payments to the AHs.

### 6.2 Implementation Schedule

101. The implementation schedule is from January 2021 to December 31, 2023.

#### 6.2.1 Voluntary Donations

102. It is expected that the priority rural roads will be identified in Year 1 and screened for land acquisition impacts and the scope for voluntary land donation as detailed in this RPF. In cases of voluntary donations, the implementation process will consist of continuous consultation to ensure people are adequately informed of their choices, donation of assets is well documented, people are informed of the process of donating assets, the cut-off date and the commencement of civil works, etc.

103. ESMU's SEO will work closely with the DED team to identify any potential land acquisition (after a process of avoidance/minimization) and will lead the consultation process on voluntary donations. The process for documenting voluntary donations should be completed before the civil works contractor commences works on that road section. During civil works, the contractor will work with the ESMU's SEO to remove donated assets and restore the remaining areas in good all-weather condition.

#### 6.2.2 Land Acquisition

104. In the case of land acquisition, the procurement of civil works will commence after the DRP is prepared and approved by the AIIB. It is expected that the DMS (census and inventory of loss) and the RCS will be completed **within 60 days after the DEDs for a road component are submitted to GDR** as the number of AHs is expected to be small and no more than 30. In case of negotiated settlement, the preparation and signing of contracts and the payment of compensation can be completed 45 days after completion of the DMS and RCS. In the case of mandatory involuntary land acquisition, the preparation of the DRP and its approval by the IRC and the AIIB is expected within 3 months. After the approval of the budget and release of funds, the payment of the compensation will take about 30 to 45 days depending on the number of AHs.

105. Civil works can commence only in sections where the payment of compensation have been paid to the AHs in that section. In case any AH refuses the compensation payment or where complaints have been lodged for resolution under the GRM, these cannot prevent the commencement of civil works and funds should be put in a separate special account on hold for the AH. In the event if any assets are damaged during construction by the civil works contractor, the contractor will be required to restore them back to the original or better standard.



## **7 INFORMATION DISCLOSURE AND CONSULTATIONS**

### **7.1 Information Disclosure**

106. This RPF will be disclosed at the national-level in the MRD website and AIIB website in English and local language (Khmer). The RPF will also be disclosed in the Commune and Village Offices.

107. Once project roads are identified, the proposed project information will be explained in detail to the stakeholders in Khmer language and the Project Information Booklet (PIB) distributed to them. The proposed project information in the PIB covers the following:

- (i) The purpose, nature and the scale of the proposed project;
- (ii) The location of the proposed project and project components;
- (iii) The duration of proposed project activities;
- (iv) The corridor impacts, ROW, timing of detailed measurement survey, eligibility, entitlements and compensation policy, replacement cost study, and the timing of the establishment of the grievance redress mechanism;
- (v) The potential for voluntary land contribution, procedures, rejection of compensation (described in point iv), grievance redress and documentation;
- (vi) The potential for negotiated settlement and the procedures for this.
- (vii) Names and contact details of key persons on land acquisition and resettlement.

#### **7.1.1 Voluntary Donation**

108. In addition to the PIB explained and distributed to the stakeholders, in cases of voluntary donations, people with assets in the road corridor will be informed about the project and their opportunity to voluntarily donate assets or to seek compensation. The grievance mechanisms will be explained, and donors will be appropriately informed and consulted about the project and choices available to them and contact information of ESMU SEOs will also be disclosed during the consultation process. As described, when people chose to voluntarily donate the process will be adequately recorded and documented in English and Khmer and documentation will be publicly disclosed at the local level (such as commune offices) and national level (MRD website), with sensitive personal details removed to protect their privacy.

#### **7.1.2 Land Acquisition**

109. In cases of land acquisition, the RPF and the DRPs will be made in a timely manner in places accessible to AHs and the communities. They will be posted at the Commune Office and the PRSC-WG will hold meetings to explain them in the local language. There will be a continuous open line of communication between the commune and village chiefs and the Team Leader of PRSC-WG which will facilitate the process of clarifications. The RPF and DRPs, without sensitive personal information, will also be disclosed at MRD and the AIIB websites.

### **7.2 Consultation and Participation**

#### **7.2.1 Voluntary Donation**

110. Once project commencement begins, in cases of voluntary donations, key stakeholders in the consultation process include those with assets in the road corridor, with special attention paid to women, the vulnerable and IPs (if any). Local authorities will also be considered an important stakeholder.

111. Consultations will begin early, as roads begin to be identified and prioritized and will be led by the PMU/ESMU SEOs. All AHs will be informed of their right to compensation and the option for voluntary donation of assets given the small extent of impacts, if any, and their ability to directly benefit from road rehabilitation. The consultation process will be ongoing and will focus on informing people of their rights, the process for grievance redress, the process of voluntary donation, the documentation of the donation and the schedule of civil works, among others. The ESMU SEOs will visit the project site regularly, at least once in a quarter, to meet with the donors and discuss their feedback and in case of problems, to help find a solution. All meetings and consultations shall be adequately documented (minutes, pictures, and video) and systematically filed.

### 7.2.2 Land Acquisition

112. In cases of land acquisition, key stakeholders in the consultation process will include:

- AHs, with special attention to women, Indigenous Peoples (if any) and other poor and vulnerable people (elderly and people with disability);
- MRD and its Provincial Department;
- IRC and GDR, including IRC-WG and PRSC-WG;
- Provincial and Local authorities (District/Khan, Commune/Sangkat Councils and Village Offices), including representatives of women's groups; and
- Civil Society Organizations, if relevant.

113. Consultations on land acquisition will be a **continuous process** and will consist of several rounds of consultations at various project locations, as described in the SOP-LAR. Consultations will start when roads are identified and prioritized, through the identification of land acquisition impacts. At this stage of consultation concerns raised by AHs will be recorded and incorporated into project planning as much as feasible. This will be followed by consultation at the DMS stage, contract signing and compensation payment stages.

114. The aim of the first consultation will be to introduce the project, its aims, benefits, impacts and the land acquisition process. The option of negotiated settlement will be explained in detail. The PIB prepared by GDR containing the relevant details will be shared and distributed to all the attendees during the meeting. The GRM procedures and processes will be introduced to AHs and their views sought. If the project area extends over a number of provinces or multiple communes, then multiple consultative meetings will be held to cover all the affected communes. The major concerns raised by AHs will be recorded in the Minutes of the meeting in summary form. If the AHs agree to negotiated settlement, this will also be recorded in the Minutes.

115. The second round of consultations will be undertaken at the DMS stage. The purpose of DMS process, the DMS Questionnaire and the IOL will be explained to all the AHs in a common meeting. Thereafter the DMS team will meet AHs on one-on one basis and explain the purpose DMS process before proceeding to filling out the DMS Questionnaire and carrying out the measurements of the affected assets. The measurements will be taken in the presence of the AH and the AH will confirm the loss of assets and the measurements. The AH will sign the completed DMS Questionnaire and the IOL and witnessed by a community elder or official. This process is followed both for the negotiated settlement and the mandatory involuntary land acquisition route.

116. A third public consultative meeting will be held prior to the signing of the agreement/contract for the compensation package and is undertaken jointly by the IRC-WG and PRSC-WG. At this stage, the DMS and the RCS are completed, the compensation package for each AH is known and draft contracts will be prepared. The consultative meeting will explain the compensation package, schedule, procedures, entitlements and GRM, among others. AHs will be provided the option to sign the contract during this consultation stage or given 3 working days to submit the signed contract to the IRC-WG through the village council office. For those AHs who were unable to participate in the meeting, best efforts will be made

to visit them at their homes or seek the assistance of the village office to contact them. In case of negotiated settlement, the compensation package will be negotiated with the aim to reach an amicable lump sum amount.

117. The next consultative meetings will be conducted when the compensation payments will be ready to be disbursed. This consultation will be undertaken jointly by the IRC-WG and PRSC-WG. The schedule for compensation payments will be informed to AHs at least one week in advance through the commune and village offices. The consultation will be on a one-on-one basis where each AH will be explained the composition of its compensation payment before the payment is made.

## 8 MONITORING AND REPORTING

118. MRD will be responsible for monitoring of the overall implementation of the proposed Project as well as all aspects relating to voluntary donations except safeguard matters related to land acquisition through negotiated settlement or the implementation of the DRP. It is expected that MRD will be assisted in monitoring by consultants recruited by the PMU for project management support. GDR will be responsible for the monitoring and reporting of the implementation of the land acquisition activities, if any.

### 8.1 Internal Monitoring

119. The role of internal monitoring and evaluation is to ensure that resettlement institutions are well functioning during the course of project implementation, and that resettlement activities are undertaken in accordance with the implementation schedule described in the DRP. In this way, the protection of AHs' interests and the schedule for civil works can be assured.

120. Primary responsibility for internal monitoring lies with MRD as the project implementing agency and will be coordinated by its PMU. PMU will be responsible for overseeing the formation, function, and activities of each of the implementing agencies, and through quarterly monitoring reports, summarize this progress. All monitoring data will be collected to ensure gender and ethnicity disaggregation.

121. In case of voluntary donations, MRD will be responsible for including keeping adequate records of donations and ensuring they meet the provisions outlined in this RPF. As part of internal monitoring, the PMU will be responsible for reviewing the reports submitted by the PMU/ESMU SEO on voluntary donations and any grievances.

122. It is expected SOE will conduct due diligence on the voluntary land contributions and report the following:

- Validation and documentation that assets required for the project are given voluntarily and are free from any dispute on ownership or any other encumbrances;
- Validation that donated asset is within COI and person(s) donating directly benefit from the project;
- Validation that donated asset does not cause any significant impact on livelihoods;
- Validation that no relocation or displacement of persons is involved;
- Validation that meaningful consultation has been conducted in good faith with all potential donors, including that donors are aware that they were entitled to compensation. Separate discussions to be held with women as required to facilitate meaningful participation;
- Validation that a grievance redress mechanism is in place and a review and documentation of grievances, if relevant; and
- In cases of community donation, that there is consent of individuals using/occupying.
- The PMU will report will prepare a special report detailing the voluntary donations when these are completed for projects roads for each contract package and submit to AIIB with all the relevant supporting documents. In addition, it will report on all aspects of voluntary donations in the quarterly progress reports and submit to AIIB.

#### 8.1.1 Land Acquisition

123. In case of land acquisition, the objective of internal monitoring is to (i) measure and report on the progress in the preparation and implementation of the DRP; (ii) identify problems and risks, if any, and the measures to mitigate them; and (iii) assess if the compensation and rehabilitation assistance are in accordance with the provisions under the DRP.

124. The GDR's DIMDM will be responsible for carrying out the internal monitoring which will review the quarterly progress reports provided by the relevant Resettlement Department, including fielding its own missions to verify the progress and the validity of the data and information, where necessary. The DIMDM will validate that the (i) entitlements and the

corresponding compensation are paid in accordance with the EM in the DRP; and (ii) GRM is functioning as per the guidelines. The GDR's DIMDM will prepare and submit a semi-annual monitoring report on the implementation of the DRP.

125. In case of negotiated settlement, when this is completed for project roads under each contract package, the GDR will submit a report detailing the negotiated settlement process together with the relevant supporting documents to the AIIB.

## **8.2 External Monitoring**

126. Since no significant involuntary resettlement impacts are expected in the Project, no external monitoring of the DRPs will be required. In the case of negotiated settlement, an independent external monitor will be recruited to validate and document the negotiation process.



## ANNEX 2: VOLUNTARY ASSET DONATION FORM

### Voluntary Asset Donation Form

Province:		
District:		
Commune/ Sangkat:		
Villages:		
Road number and PK:		
Name of Person Donating and Sex:	ID Number:	Living/Operating/with structure or tree on COI Y/N
Is asset being donated used by anyone other than the owner? Please detail.		
	Details (number, etc.)	What the donating person is left with
Trees that will be donated (including fruit, timber, medicinal trees, shade trees, etc.)		
Assets that will be donated (including parts of structures, wells, fences, etc.)		
Other		
If asset being donated is used by someone other than the owner, a description on the remaining assets of that person, and/or description of why their livelihoods are not made worse by the donation.		

By signing or providing thumbprint on this form the owner and/or user agrees to contribute assets for road rehabilitation. The contribution is voluntary, and the person affected understands they could refuse or had the option to seek compensation, but they are choosing to donate. If the owner or user does not want to contribute his/ her assets to the project, he or she should refuse to sign or provide thumbprint and ask for compensation instead.

Date:

Date:

District MRD representative's signature

Donating person signature  
(both husband and wife if applicable)

Witnessed by village/commune authority:

### ANNEX 3: ENTILEMENT MATRIX

#### Entitlement Matrix

Category	Type of Loss	Application	Category of Eligible People	Entitlements	Clarification
<b>Loss of Land</b>					
<b>1a</b>	Loss of Land	Agricultural, residential and commercial land	Legal owners and holders of real right of land, including those covered by customary rights	<ul style="list-style-type: none"> <li>• Cash compensation for land at full replacement cost or land swap of equal productive value.</li> <li>• Provision of stamp duties, land registration fees other similar taxes, and other costs if applicable, for acquiring legal rights in case of replacement land (land for land swap)</li> <li>• Includes option of compensation at same replacement cost for affected land that remain after acquisition if remaining land becomes unviable or unusable.</li> <li>• For customary ownership, replacement land to sustain livelihood and way of life. Land registration, stamp duty and other fees to register land ownership or right to use will be reimbursed at cost</li> </ul>	<p>If land for land is offered, title will go to both husband and wife.</p> <p>Replacement value to be based on the RCS.</p> <p>Applies to only partial loss of land</p>
<b>1b</b>	Loss of Land		Tenants and Leaseholders	<ul style="list-style-type: none"> <li>• No compensation for loss of land as not legal owners of land</li> </ul>	
<b>1c</b>	Loss of Land		Illegal occupiers/squatters without legal titles or rights to land	<ul style="list-style-type: none"> <li>• No compensation for land loss as not legal owners of land</li> </ul>	
<b>Loss of Use of Land</b>					
<b>2a</b>	Loss of Crops and Fruit Trees	Agricultural land	All APs/DPs who are engaged in farming	<ul style="list-style-type: none"> <li>• For rice/crop farming: <b>Net annual income X 1year</b> In addition, AHs can harvest and retain income from standing crop.</li> <li>• <b>For fruit trees,</b> replacement cost of loss based on following formula:  <b>[Quantity Harvested per Year) X (Market Price) X (Number of years it will bear fruit)] + Cost of Seedling</b></li> </ul>	<p>RCS will determine the replacement value/amounts</p> <p>Market Price is based on Farm-Gate Price</p>



Category	Type of Loss	Application	Category of Eligible People	Entitlements	Clarification
				<p>Perennial trees that have a growth period of more than 5 years are classified as follows:</p> <ul style="list-style-type: none"> <li>• Sapling Trees under 1 year-not compensated as it can be replanted. Cost of seedling provided.</li> <li>• Young Tree (1 to 3 years): Valued at 1/3 of its full price as it can be replanted plus cost of seedlings</li> <li>• Young Tree (More than 3 to 5 years) bearing some fruits: valued at 2/3 of its full price plus cost of seedlings</li> </ul> <p>Mature Tree (more than 5 years) full bearing fruits valued at full price plus cost of seedling</p> <ul style="list-style-type: none"> <li>• Wood and Other Productive Trees <ul style="list-style-type: none"> <li>○ Based on age and wood value and volume</li> </ul> </li> </ul>	<p>RCS Study will determine the value.</p> <p>Full Price is amount calculated from the formula shown in [ ] without cost of seedling</p>
<b>2b</b>	Loss of Business or livelihood	Commercial land, businesses, and livelihood	All AHs who are losing their livelihood or income source	<ul style="list-style-type: none"> <li>• For businesses which need to be relocated to a new site, an amount equal to loss of projected net income for <b>2 months</b></li> <li>• For businesses relocated on-site (move back or same area), an amount equal to loss of projected net income for <b>one month</b>.</li> </ul>	RCS will determine the amounts
<b>Loss of Houses and Structures</b>					
<b>3a</b>	Loss of Houses and Structures	Residential, commercial structures and other assets	Owners of houses, buildings and structures (wells, ponds, fence, shop, shed, etc), with or without land titles	<ul style="list-style-type: none"> <li>• Cash compensation equivalent to replacement value of lost portion of the house/building/structure (no depreciation). If the owner rents or leases, compensation for any improvements/construction carried out by the renter/leaseholder will be deducted from the compensation payment to the owners.</li> <li>• In case of loss of only part of the houses/buildings/structure and the remaining portion is not liveable or useable, compensation will be paid for complete structure at same replacement cost.</li> </ul>	<p>RCS will determine the replacement cost</p> <p>When loss is 75 % or more of the floor space</p>

Category	Type of Loss	Application	Category of Eligible People	Entitlements	Clarification
				<ul style="list-style-type: none"> <li>In case houses/buildings are rented/leased, any improvements/construction added by renters and leaseholders will be compensated at replacement cost and paid to renter/leaseholder. Owners will not get compensation for such improvements/construction</li> </ul>	
<b>3b</b>	Loss of Houses and Structures	Residential, commercial structures and other assets	Tenants and Leaseholders	<ul style="list-style-type: none"> <li>Cash compensation at replacement cost for any improvements or construction by the tenants or leaseholders</li> <li>In case of no improvements or construction, no compensation is paid.</li> <li>Transfer/Disturbance Allowance equivalent to <b>1month</b> of rental or lease amount</li> </ul>	RCS will determine replacement cost  Documentary evidence is required
<b>3c</b>	Loss of Houses and Structures	Residential, commercial structures and other assets	Illegal occupiers/squatters	<ul style="list-style-type: none"> <li>Cash compensation equivalent to replacement value of loss of structures constructed by illegal occupier/squatters</li> </ul>	RCS will determine replacement value
<b>3d</b>	Loss of Houses and Structures (Transport Allowance)	Transport allowance for household and personal goods	AHs	<ul style="list-style-type: none"> <li>Fixed Lump Sum allowance per AH based on average cost of transportation to new relocation place.</li> <li>Up to 5 km</li> <li>More than 5 km</li> </ul>	RCS will determine the lump sum amount for the 2 rates
<b>Loss of Income and Livelihood</b>					
<b>4a</b>	Loss of Income during Transition Period- <b>Subsistence Allowance</b>	Loss of Income	AHs who lose income during the transition period.	<ul style="list-style-type: none"> <li>Lump sum amount equivalent to <b>3 months</b> of income based on the official monthly poverty rate established by RGC.</li> <li><b>Monthly Poverty Rate X Number of Members in AH X 3</b></li> <li>In case AH is classified as poor vulnerable group, the <b>above lump sum amount is doubled.</b></li> </ul>	Monthly Poverty Rate as established by the RGC

Category	Type of Loss	Application	Category of Eligible People	Entitlements	Clarification
4b	Permanent Loss of Livelihood Source due to Physical Relocation	Income Restoration	AHs who lose their source of livelihood permanently	<ul style="list-style-type: none"> <li>Entitled to participate in any one of the <b>3 Livelihood Restoration/Support Programs</b>:</li> <li><b>Land Based Livelihood Restoration</b> for AHs engaged in land-based livelihood. (i) facilitate access to other land-based sources of income, if productive land is available, like vegetable gardening, fruit tree, livestock and other similar land-based income generating sources; (ii) provision of training in farming or livestock; and (iii) lump sum cash grant of <b>USD 200</b> to re-start land based livelihood</li> <li>In case of unavailability of suitable land, the AHs can opt for either <b>employment or business</b> base livelihood program.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li><b>Employment Based Livelihood Restoration</b> for AHs who lose employment permanently. (i) provision of employment skills training; and (ii) lump sum cash grant equivalent to <b>3 months</b> of income based on official poverty rate to supplement income support during the training period.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li><b>Business Based Livelihood Restoration</b> for AHs who lose businesses permanently or AHs who opt for this as an alternative livelihood source. (i) provision of business skills; and (iii) a lump sum cash grant of <b>USD 200</b> to assist in starting micro or home-based business.</li> </ul>	<p>Land Based for AH who lose land-based livelihood  Employment based for AH who lose employment- based livelihood  Business based livelihood program for AH who lose business-based livelihood.  Can be provided for the AHs who may opt for this.  AHs will only be eligible for <b>any one of the above three options</b></p>
				<ul style="list-style-type: none"> <li>For <b>Poor and Vulnerable</b> AHs. In addition to skills training, (i) lump sum cash grant will be <b>doubled</b>; and (ii) priority in any employment opportunity under the Project</li> </ul>	<p>Classification will be carried out during the DMS and in accordance with the established criteria prescribed in Section IV.D.SOP</p>

Category	Type of Loss	Application	Category of Eligible People	Entitlements	Clarification
5	Unanticipated Impacts			Any unforeseen impacts or damage due to the Project will be properly assessed and compensated in accordance to the RPF and AIB ESF. The Borrower will inform AIB of the occurrence of the unanticipated impacts and actions to be undertaken to mitigate these. These shall also be included in the monitoring report to AIB	