

Notulensi
Hasil Rapat Koordinasi Tim Monitoring dan Evaluasi
Pelaksanaan Kesepakatan WSP-Senujuh dan ANI-Sajingan Kecil.
Pontianak, 12 Desember 2009.

- I. Tujuan, Tempat, dan Peserta
 - a. Tujuan:
 - i. Diskusi perkembangan informasi terkini tentang pelaksanaan kesepakatan WSP-Senujuh dan ANI-Sajingan Kecil.
 - ii. Diskusi re-scoping kerja Tim Monitoring dan Evaluasi
 - iii. Diskusi rencana Monev ke depan.
 - b. Tanggal/Tempat: 12 Dec 2009, Ruang Roof Café, Hotel Peony, Pontianak.
 - c. Anggota Tim Monev yang hadir:
 - i. Sriyanto (Koordinator Tim, Dishutbun Kab Sambas)
 - ii. Herujono (Anggota Tim, BPN Sambas)
 - iii. Almizan (Anggota Tim, Tokoh Masyarakat)
 - iv. Andiko Sutan Cahyo (Anggota Tim, FPP/HuMA)
 - v. Norman Jiwan (Anggota Tim, Sawitwacth)
 - vi. M. Lutharif (Anggota Tim, Lembaga Gemawan)
 - vii. Gamal Pasya (Anggota Tim, CAO)
 - viii. Ari (Support staff, CAO)

II. Updates Perkembangan Terkini

Sriyanto/Dishut:

- Penghijauan kembali di Sajingan Kecil (SK), perusahaan hingga saat ini belum memberikan jadwal rencana kegiatan. Masyarakat juga menanyakan. Apakah ada batas waktunya, kapan hal tersebut harus diselesaikan?
- Areal yang di PT. SAM. Ada surat masuk ke Dishutbun Sambas, yang ditandatangani oleh Kepala Desa Senujuh (SNJ), yang menyatakan ingin menyerahkan lahan dan dimitrakan kepada PT SAM. Dishutbun akan mempelajari permintaan masyarakat Senujuh secara detil, termasuk kemauan PT SAM untuk kemitraan perkebunan, juga akan mempelajari dan menilai status lahan yang diusulkan oleh masyarakat tersebut.
- Pola kemitraan plasma:
 - Keduanya (Sajingan Kecil dan Senujuh) sudah menuju proses persiapan kemitraan.
 - PT ANI sudah menanam 50% areal plasma di Sajingan Kecil. Sajingan Kecil sudah membentuk koperasi.
 - Senujuh sedang membentuk koperasi.
 - Kendala ada pada pendanaan. Pemda akan mengeluarkan Sajingan Kecil calon petani anggota koperasi. Dan ini akan dipergunakan oleh koperasi untuk memperoleh kredit bank.
 - Ada tantangan di Senujuh, dimana TPKKS (Tim Pengelola Kebun Kelapa Sawit) hanya akan mengelola kebun 31 Ha. Pertanyaannya, bagaimana dengan bagi hasil dg anggota. (Note Gamal: Perlu diketahui bahwa sesuai perjanjian WSP-Senujuh, kebun plasma 31 ha

di Senujuh dirancang sebagai kebun desa, sehingga tidak ada agenda pembagian hasil atau pembagian lahan plasma kepada 540 kk penduduk Senujuh. Rancangan TPKKS Senujuh pada saat perundingan adalah, kebun plasma desa kelak menjadi sumber pendapatan desa yang kemudian akan dipergunakan untuk pelayanan public bagi masyarakat Senujuh).

- Ada 3 elemen persiapan plasma bisa dimulai dengan lancar:
 - Tersedianya koperasi.
 - Avalis
 - Sektor perbankan / adanya bank pemberi kredit.
- Ijin lokasi WSP sudah ditutup. Dari ijin lokasi WSP seluas 14100 ha, 3000 ha adalah kawasan hutan, dan 800 ha adalah yang dikelola WSP. Sisanya 10300 ha ijin lokasi oleh pemda Sambas diserahkan ke PT. Musimas. Tantangannya, WSP harus bermitra dengan pihak lain untuk memenuhi luasan lahan tertentu, sehingga kemitraan WSP dg Senujuh terkendala juga.
- Kenapa perusahaan belum bergerak membangun kebun secara teknis, karena belum terjadi MoU Teknis Kemitraan antara perusahaan dengan masyarakat; selain itu dana belum ada.
- Tim Monev hanya melakukan monev pada tatanan perjanjian induk, sementara perjanjian teknis sebagai terusan perjanjian induk adalah menjadi tanggung jawab dan kewenangan pemerintah termasuk monevnya. Misalnya MoU Kemitraan Koperasi-ANI, itu menjadi tanggungjawab yang harus dikawal oleh Dishutbun Sambas.

Lutharif/Gemawan:

- Di Sajingan Kecil ada 3 hal yang menjadi kewajiban perusahaan dalam kesepakatan:
 - Reforestasi Hutan Dusun
 - Plasma: Penanaman sudah lebih dari 50%. Semua wilayah yang stecking belum tertanami karena, menurut informasi, ANI kekurangan bibit. Masyarakat khawatir lahan bersemak lg sehingga ketika dilakukan stecking ulang, maka akan muncul biaya lagi dan menjadi beban kredit koperasi.
 - Perusahaan berkomitmen bahwa tidak akan pembedaan kualitas pembangunan kebun inti-plasma, kenyataan menurut masyarakat di plasma hingga 4 bulan setelah penanaman belum ada pemupukan dan tebas-tebang (pembersihan gulma), terutama di Blok 20-M.
 - Ada tuntutan lain yang pernah disepakati, bahwa akan ada peletakkan batas secara permanen antara areal kebun plasma-inti, lalu batas kebun plasma atas dusun (terutama batas antara plasma Sajingan Kecil dan plasma Senabah (di selatan)).
 - Koperasi: Belum ada kesepakatan teknis antara perusahaan dan koperasi Sajingan Kecil, Masyarakat menunggu tindak lanjut perusahaan, sehingga masyarakat mendapat kepastian siapa yang mengawasi lapangan. Komunikasi ANI dengan Sajingan kecil terbatas dengan kepala dusun, seharusnya perusahaan berkomunikasi kepada masyarakat dusun dan koperasi.

- Hutan: Walaupun belum direforestasi, saat ini lahan sudah belukar lagi. Masyarakat ingin agar ada penghutan secara nyata, dan bersama-sama menjaga agar tidak ada perambahan lagi. Untuk jenis tanaman: diharapkan Tengkwang, Gaharu, dan buah2an.
- Masyarakat ingin ada pertemuan rutin antara ANI-masyarakat untuk monev internal. Unit kebun relative tidak tahu dan tidak pro aktif, sementara Divisi Bina Mitra Wilmar Kalbar sudah menyatakan agar komunikasi lapangan dilakukan dengan unit kebun.
- Menurut masyarakat: perusahaan sedikit memaksakan agar koperasi segera bekerja secara manajerial (seperti membuat rencana kerja, menyusun anggaran, dll), padahal ANI belum pernah melakukan capacity building untuk itu, dan seharusnya hal itu menjadi kewajiban ani melalui kegiatan CD (community development). Di lapangan, atas permintaan masyarakat, Lembaga Gemawan mengambil insiatif melaksanakan pelatihan tersebut, yang seharusnya adalah menjadi tanggungjawab ANI.
- Dana Kompensasi Pembangunan: Berharap Dana Kompensasi Pembangunan Dusun untuk tahun ke 2 s/d ke 5 diberikan sekaligus agar pembangunan mesjid tidak terputus. Masyarakat sudah menyampaikan surat ke manajem kebun, tetapi belum ada tanggapan.
- Fasilitasi infrastruktur di kebun plasma (jalan dan drainasi) agar memiliki standar mutu yang sama dengan yg ada di kebun inti.
- Kompensasi: Selain dari kompensasi pembangunan dusun, ANI sudah melunaskan kewajibannya membayar kompensasi.
- Senujuh:
 - Ada permintaan masy Senujuh agar WSP segera memfasilitasi penyelesaian lahan 150ha antara Senujuh dan SAM (Wilmar supplier) di konsesi SAM, apalagi WSP lah yang membuka lahan tersebut.

Herujon/BPN:

- Menyaksikan serah terima kompensasi antara WSP ke Senujuh, dan sudah dilaksanakan.
- Menyarankan agar Senujuh membentuk koperasi karena akad kredit hanya bisa dilakukan dengan sebuah badan hukum. (Laporan dari Dihutbun, Senujuh sedang membuatnya.)
- Penetapan anggota koperasi penerima kebun plasma harus oleh SK Bupati, berdasarkan data yang diajukan oleh masyarakat dan perusahaan.
- Masyarakat pada umumnya belum mengerti bagaiman berkoperasi.
- Perlu ada fasilitasi dari Dinas Koperasi.

Almizan/Tokoh Masyarakat:

- Meminta klarifikasi entitas keanggotaannya di dalam Tim Monev karena sudah tidak menjadi anggota DPR Sambas lagi. (Berkaitan dengan status kelembagaan Almizan yang sudah tidak menjadi anggota dewan lagi, forum

rapat Tim Monev menyatakan bahwa status keanggotaan tim ME tidak terbatas pada latar belakang institusi saja, tetapi juga bagi individual yang secara profesi bersukarela mendedikasikan sumberdayanya untuk melakukan kegiatan Monev ini. Oleh karenanya, Almizan tetap sebagai anggota Tim Monev.

- Dari progress lapang, yang cukup jelas adalah Sajingan Kecil. Sementara Senujuh masih “abu-abu” dan ini alamiah dimana di masyarakat selalu terjadi dinamika.
- Di Sajingan Kecil, perlu pengawalan lebih lanjut. Termasuk capacity building, siapa yang lakukan. Contoh yang terputus adalah monev internal, karena tim perunding dengan berakhirnya perundingan, secara de jure bubar. Dari pihak ANI seharusnya memiliki tanggungjawab moral, termasuk memfasilitasi dan manalangi biaya pembentukan koperasi (Note Gamal: Laporan dari ANI, bahwa ANI sudah menalangi hal tersebut).
- Di Sajingan Kecil perlu ada tim/unit khusus yang mengawal pelaksanaan kesepakatan. Misalnya hingga saat ini, reforestasi hutan dusun Sajingan Kecil belum ada kegiatan.
- Di Senujuh banyak didapati Surat Penguasaan Tanah yang dto oleh Kades dan ditawarkan kepada investor. Hal ini harus diwaspadai kejelasannya agar tidak menjadi kasus konflik dikemudian hari.

FPP/HuMA:

- Tindak lanjut perjanjian pada beberapa hal menjadi kewenangan publik yang menjadi tanggungjawab pemerintah. Posisi Tim Monev butuh diperjelas, apakah hingga mendorong instansi pemerintah untuk melaksanakan pelayanan publiknya. Misalnya pembentukan dan capacity building bagi koperasi (Note Sriyanto: Hal tersebut menjadi tanggung jawab public Dinas Koperasi Sambas didukung oleh Dishutbun).
- Termasuk apakah Tim ME menjadi pemantau kesepakatan teknis yang menjadi turunan kesepakatan utama. Atau hanya memantau pelaksanaan kesepakatan utama. (Note Sriyanto: Tim Monev hanya bekerja pada perjanjian induk)
- Sebaiknya kita kisi-kisikan saja: Apa objek dan subjek pantauan, kemana dan siapa yang berkewajiban untuk itu (Tim Monev atau instansi pemerintah). Kita lihat perjanjian induk, lalu dimatrikskan, kesepakatannya apa, pemenuhannya apa, lalu identifikasi kebutuhan adanya perjanjian teknis yang berkemungkinan muncul dari perjanjian induk tersebut. Lalu sejauh mana Tim ME terlibat dalam perjanjian teknis tersebut (Gamal comment: Sebaiknya Tim ME berperan sebagai “reminder” bagi unit pemerintah yang bertanggung kawat terhadap substansi perjanjian teknis tersebut, dan tidak sebagai push-actors bagi instansi pemerintah).
- Kasus jual beli tanah oleh “oknum” desa ke pada pendatang atau investor perlu diwaspadai agar tidak menjadi permasalahan di kemudian hari, dan ini perlu diingatkan kepada pemda setempat.

Norman/Sawitwatch-Signatoris:

- Signatoris sebaiknya memantau tidak hanya pelaksanaan hasil kesepakatan saja, tetapi juga implikasi kesepakatan melalui Monitoring dan Evaluasi.
- Sawitwatch/selaku signatoris juga ingin memantau Wilmar apakah belajar dari proses mediasi Sambas mereka akan memperbaiki diri, melakukan

penyelesaian kasus² yang ada, atau sebaliknya tetap mengulang kelalaian sehingga menimbulkan kasus baru dan serupa. Wilmar masih banyak kelemahan manajemen, dan jangan sampai proses pelaksanaan kesepakatan Sambas degrade karena kelemahan mereka.

- Saat ini Bank Dunia sedang menunda investasi sektor pembangunan kelapa sawit seluruh dunia. Dan ini harus dicermati bahwa salah satu penyebabnya adalah pelanggaran PSSSES, P&C RSPO yang belum dipenuhi oleh industri termasuk oleh Wilmar. Hal ini perlu dipeka oleh pemerintah juga.
- Ada persoalan lain yang masih dihadapi oleh Wilmar, yaitu persoalan pelanggaran hukum (Kategori-2), termasuk pemenuhan² indikator dan criteria – HCVF (Nilai Konservasi Tinggi Hutan). Wilmar melihat persoalan ini sebagai persoalan transisional, dan mereka memerlukan dan perlu memiliki waktu yang cukup untuk memenuhi itu. Dalam pelaksanaan HCVF (walaupun Tim ME tidak berwenang dalam hal ini), ada beberapa implikasi yang beririsan dengan objek ME. Misalnya Hutan Sajingan Kecil. Betul dia menjadi objek pantauan karena areal tersebut masuk dalam kesepakatan, tetapi diluar kesepakatan areal tersebut juga menjadi objek HCVF yang tidak boleh dikonversi. Disitu irisannya.
- Kategori-2 dan Kategori-3 akan berimplikasi pada kerja-kerja Tim Monev Sambas, dan ini perlu diantisipasi. Karena dengan mengisolasi Kategori-1 saja, misalnya fokus pada monev kesepakatan penyelesaian konflik lahan Sambas, dawatirkan pencapaian ini menjadi partial dengan isu-isu pada Kategori 2 dan 3 dan itu amat disayangkan.
- Rencana handing over manajemen dan asset WSP ke PAN-P agar diketahui oleh masyarakat. (Note Gamal: Ada pernyataan dari Wilmar (Goh) bahwa hal tersebut tidak akan mengubah kewajiban Wilmar dalam memenuhi isi kesepakatan. Handing over dalam konteks manajemen saja).

III. Kisi-kisi Kesepakatan, Pencapaian, Implikasi dan Kebutuhan.

No	Butir Kesepakatan	Pencapaian/Pemenuhan	Implikasi dan Kebutuhan Perjanjian Teknis lanjutan	Keterangan
	SENUJUJ-WSP			
1	WSP akan membantu musyawarah antara Senujuh dengan PT. SAM	<ul style="list-style-type: none"> ○ Tertundanya penyelesaian konflik lahan seluas 150 ha antara Senujuh dengan SAM (selaku supplier Wilmar). ○ Sebagian lahan tersebut diduga sudah berbentuk SKT perorangan dan tidak lagi dikuasi secara kolektif oleh masyarakat. 	<ul style="list-style-type: none"> ○ (NEED) Mengklarifikasi dan mendokumentasikan alasan mengapa hal tersebut belum dilaksanakan. 	Meminta WSP menindaklanjuti pasal 6 kesepakatan WSP-Senujuh.
2	Kompensasi kehilangan mata pencaharian	Sudah.	(IMPLIKASI) Ada masalah distribusi kompensasi, diduga kompensasi tidak tersampaikan dengan baik dari Tim Penerima Kompensasi kepada masyarakat	<ul style="list-style-type: none"> ○ Meminta WSP memberikan bukti pembayaran kompensasi. ○ Terhadap masalah distribusi kompensasi, Tim Monev hanya bisa mendokumentasikannya bahwa diduga kompensasi tidak tersampaikan kepada masyarakat.
3	Kompensasi Pembebasan lahan	Sudah.		
4	Seluas 99 ha areal menjadi kebun inti WSP	Sudah.		
5	Seluas 32 ha areal yang diperselisihkan, akan dikelola sebagai kebun plasma Desa Senujuh	Belum. TPKKS berargumentasi bahwa kebun plasma ingin dikelola oleh TPKKS, sementara pemerintah menyatakan bahwa akad kredit dilakukan dengan		Mencantumkan kemungkinan bentuk-bentuk kerjasama kelembagaan yang bisa dilakukan antara Senujuh-WSP.

		sebuah lembaga berbadan hukum, koperasi atau BumDES, atau perjanjian antara WSP dengan pemdes, dll.		
6	Areal emas tumbang seluas 86 ha diserahkan kepada masyarakat	Sudah (Seketika setelah kesepakatan ditandatangani)	(IMPLIKASI) Secara fisik, lahan belum dikelola oleh masyarakat.	Mendokumentasikan kondisi tersebut sebagai sebuah pembelajaran.
7	WSP tidak membuka areal lain di Desa Senujuh d luar dari areal 231,5 ha yang telah disepakati penyelesaiannya	Sudah (Seketika setelah kesepakatan ditandatangani)		Mendokumentasikan kondisi tersebut sebagai sebuah pembelajaran.
	SAJINGAN-ANI			
1.	Kompensasi pemanfaatan lahan	Sudah		<ul style="list-style-type: none"> ○ Meminta ANI memberikan bukti pembayaran kompensasi.
	Bantuan Tunai Pembangunan Dusun Sajingan Kecil	Sudah untuk tahun pertama	(NEED) Masyarakat meminta ANI untuk memberikan bantuan tahun ke-2 s/d ke-5 sekaligus agar pembangunan masjid tidak tertunda.	<ul style="list-style-type: none"> ○ Meminta ANI memberikan bukti pembayaran kompensasi tahun ke-1. ○ Tim akan memperantarai keinginan masyarakat kepada pihak ANI.
	Pembangunan kebun plama untuk masyarakat Sajingan Kecil seluas 472 ha (berdasarkan hasil pemetaan ulang pasca kesepakatan)	Dalam proses realisasi: <ul style="list-style-type: none"> ○ 224,57 ha sudah ditanam. ○ 247,43 ha sudah LC ○ Sajingan sudah membentuk Koperasi Cempaka Biru yang akan 	(NEED): Capacity building bagi Koperasi Cempaka Biru (KCB). AD sudah ada, ART belum. (IMPLIKASI): Perlu lembaga/individu yang proffesial untuk membantu dan mensupport	<ul style="list-style-type: none"> ○ Memberikan kertas Opini kepada ANI untuk melakukan capacity building bagi KCB termasuk persiapan-persiapan dan analisis resiko/pejuang atas disepakainya sebuah

		<p>mengelola kebun plasma.</p> <ul style="list-style-type: none"> ○ MoU Teknis Kemitraan belum dibuat. ○ Daftar calon petani plasma dari koperasi vice versa ANI dan data calon lahan sudah selesai, akan diproses untuk SK penetapan Bupati. 	KCB menyusun ART tersebut. Diantaranya pemerintah, ANI, atau IFC – Country Office for Indonesia.	MoU Kemitraan (Mengacu kepada ketentuan menteri tentang kemitraan plasma).
	Reforestasi areal hutan Dusun Sajingan Kecil yang dibuka oleh ANI	Belum.	(IMPLIKASI): (NEED) Perlu ada rencana yang jelas (apa dan kapan) reforestasi dimulai dan diselesaikan. (Sesuai dengan Berita acara pemetaan tanggal 19 Januari 2009, seharusnya kegiatan reforestasi sudah ahrus dimulai tahun yang sama)	<ul style="list-style-type: none"> ○ Menanyakan ANI rencana teknis pelaksanaan reforestasi, bagaimana dan siapa pelaksanaannya. ○ Mengirimkan Kertas Opini kepada ANI untuk memenuhi kesepakatan tersebut.
	ANI tidak membuka areal kebun lain di wilayah Dusun Sajingan	Sudah (Seketika setelah kesepakatan ditandatangani)		Mendokumentasikan kondisi tersebut sebagai sebuah pembelajaran.
	Seluas 769 ha lahan menjadi kebun inti ANI (berdasarkan hasil pemetaan ulang pasca kesepakatan)	Sudah (Seketika hasil pemetaan ulang pasca kesepakatan ditandatangani)		Mendokumentasikan kondisi tersebut sebagai sebuah pembelajaran.

- IV. Re-scoping kerja Tim Monitoring dan Evaluasi:
- Tim hanya memonitor dan mengevaluasi pencapaian pelaksanaan butir-butir kesepakatan di dalam perjanjian (baik kuantitas dan kualitasnya).
 - Apabila didapati terjadi implikasi lain diluar butir kesepakatan dan/atau implikasi yang tidak melibatkan kedua pihak yang bersepakat (perusahaan dan masyarakat);
 - a. Jika implikasi yang dimaksud berupa kegiatan-kegiatan lain yang menjadi tupoksi pelayanan publik pemerintah, para pihak diharapkan untuk meminta pemerintah untuk memfasilitasi hal tersebut.
 - b. Jika implikasi tersebut adalah permasalahan/perselisihan baru di luar kesepakatan, maka tim hanya mendokumentasikannya lalu menginformasikannya kepada signatoris, IFC, CAO, instansi pemerintah terkait, dan pihak-pihak yang bersepakat.
 - Tim secara substantif bertanggungjawab kepada pihak-pihak yang bersepakat. Apabila monev mendapati ada hal-hal yang masih harus dipenuhi oleh salah satu pihak, maka Tim akan membuat Catatan Opini kepada pihak tersebut untuk dipenuhi olehnya.
- V. Rencana Kegiatan Monev ke depan
- Mengirim Kertas Opini Tim MONEV kepada pihak-pihak yang bersepakat dalam rangka pemenuhan pelaksanaan kesepakatan-kesepakatan yang tertunda.
 - Memberi waktu 3 bulan kepada para pihak untuk menindak lanjuti kertas opini Tim Monev, setelah itu akan diselenggarakan Pertemuan MONEV yang juga dihadiri oleh pihak-pihak yang bersepakat.

Tim Monitoring dan Evaluasi:

No.	Nama/Name	Lembaga/Institution	Signature
1	Sriyanto	Team Coordinator / Forest Agency of Sambas District	1.
2	Herujono	Team Member / Land Administration Office of Sambas	2.
3	Uray Sentosa	Team Member / Investment Cooperation Board of Sambas	3.
4	Almizan	Team Member/ People Representative Council of Sambas	4.
5	Andiko Sutan Cahyo	Team Member / Forest People Programme (FBB)	5.

6	Norman Jiwan	Team Member / Sawitwach	6.
7	M Lutharif	Team Member / Gemawan	7.
8.	Gamal Pasya	Team Member / CAO	8.

**Notes of the Meeting of
the Monitoring and Evaluation Team for Implementation of the Agreement between
WSP Co and the community of Senujuh and ANI Co and the community of
Sajingan Kecil, held in Pontianak on December 12 2009.**

I. Aims and Participants.

Meeting Aims:

1. Share and discuss the latest information about the implementation of the agreement of WSP-Senujuh and ANI-Sajingan Kecil.
2. Discuss re-scoping the work of the Monitoring and Evaluation Team
3. Discuss M&E plan in the future.

The members the M&E Team attending the meeting:

- Sriyanto (Co-ordinator of the M&E Team, Dishutbun Kab Sambas)
- Herujono (BPN Sambas)
- Almizan (Tokoh Masyarakat)
- Andiko Sutan Cahyo (FPP/HuMA)
- Norman Jiwan (Sawit Watch)
- M. Lutharif (Lembaga Gemawan)
- Gamal Pasya (CAO). Gamal was assisted by Ari (Support staff for CAO).

II. Updates and Discussion

Sriyanto (Dishutbun/District Forest Agency):

- Forest has started to come back in Sajingan Kecil (SK), but the company has not yet given a schedule for reforestation activity. The community also asked if there is a time limit by when this matter must be completed.
- Concerning the concession area of PT. SAM, Dishutbun Sambas has received a letter signed by the Village Head of Senujuh (SNJ), stating that the village wants to hand over its land and partner with PT SAM. Dishutbun will study this request in detail, including the wish of PT Sam for a plantation partnership with the community. Dishutbun will also study and consider the status of the land proposed by this community.
- The plasma partnership: Both communities (Sajingan Kecil and Senujuh) have started the preparations for the partnership.
- PT ANI has planted 50% of the plasma area in Sajingan Kecil. Sajingan Kecil has formed a co-operative and Senujuh is in the process of forming a co-operative. Both are hindered by lack of funding. The regional government will issue Sajingan Kecil with a prospective farmer's co-operative and this will be utilized to assist the community in obtaining credit.

- There is a challenge in Senujuh where the TPKKS (the Management Team for Sawit Plots) will only manage 31 Ha of oil palm. The question has arisen as to how profits will be shared among the members. (Gamal noted that in accordance with the agreement of WSP-Senujuh, the plasma area will be village plasma, and will not require distribution of the plasma or its benefits to each of the 540 heads of households in Senujuh. The TPKKS Senujuh plasma is to be a source of the income for the village that will be utilized for the service of the Senujuh community.)
- There are three areas of preparation for plasma that are needed before it can begin: the co-operative, Avalis ¹/ and credit.
- WSP's location permit has been closed. From WSP's location permit of 14,100 ha, 3000 ha was forest and 800 ha was managed by WSP. The remaining 10,300 ha of the location permit was handed over to PT Musimas by the Sambas district government. The challenge is that WSP must be in partnership with other actors to develop the area, so that the partnership with Senujuh is not restricted also. The company is not yet involved in building the plantation because of a technical MoU between the company and the community is yet to be developed; moreover capital has not yet been obtained.
- The M&E team only does M&E based on the main agreement, while the technical agreement to be developed based on the main agreement was to become the responsibility and the authority of the government. For example MoU Kemitraan Koperasi-ANI became responsibility of Dishutbun Sambas.

Lutharif/Gemawan:

There were three matters that were the obligation of the company in the agreement with Sajingan Kecil:

1. Reforesting the Hutan Dusun (Community Forest)
2. Plasma: Planting is already more than 50%. Not all the areas that have been cleared in preparation for planting are yet planted due to, according to ANI, a lack of seedlings. The community is worried that the land is becoming vegetated and will need to be cleared again, with the cost a burden of the co-operative. The company made a commitment that it would not make a distinction in the quality of the development of the inti and plasma. The reality according to the community is that the plasma, four months after planting were still not fertilised or cleaned of weeds, especially in Bloc 20-M.

Another community demand that had been agreed by the company was to delineate permanently the areas of plasma-inti and the border between the plasma areas of the villages of Sajingan Kecil and Senabah (in the south)).

The co-operative: There is yet to be a technical agreement between company and the co-operative of Sajingan Kecil; the community is waiting for

¹ Avalis is the term for the company who stands as bank guaranties for the community to get credit.

follow-up on this by the company, so that the community can receive information on who will supervise the field. Communication between ANI and Sajingan is limited to communication with the head of the village. It is necessary for the company to communicate with the village community and the co-operative.

The forest: Although not yet reforested, the land is already returning to scrub. The community wants to have the area reforested with appropriate species and guarded so that it won't have to be cleared again. They are hoping to plant Tengkawang, Gaharu, and fruit trees. The community wanted to have regular meetings with ANI and make internal M&E. The community garden unit is relatively uninformed and inactive, while the Bina Mitra Division of Wilmar West Kalimantan has stated that field communication was carried out with the community garden unit.

According to the community, the company has seldom been pushed to help make the co-operative well managed (making a work program, compiling budget, etc.). In fact ANI had never done capacity-building for this, although there was an obligation on ANI through its community development commitment. In the field, at the request of the community, Gemawan took the initiative to carry out this training on managing cooperatives.

Compensation fund for community development/buildings: The community hoped that the Dana Kompensasi Pembangunan for years 2 to 5 could be given up front so that the development of the mosque was not interrupted. The community has sent a letter to company management on this but did not yet have the response.

The company must facilitate infrastructure development in the plasma area (roads and drainage) in order to have the standard the same as in the inti area.

3. Compensation: apart from development/building compensation for the village, ANI has settled its obligations to pay compensation.

About Senujuh: The Senujuh community requested WSP to immediately facilitate resolution of the status of 150 ha between Senujuh and SAM (Wilmar supplier) in SAM's concession, especially as it was WSP that opened this land.

Herujon/BPN-Land Body of District:

- Witnessed the handover of compensation between WSP to Senujuh.
- Suggested that Senujuh form a co-operative because the credit contract can only be made with a legal body. (report on this from Dihutbun: Senujuh is making a co-operative)
- The Determination of the membership of the co-operative and the recipients of plasma must be by letter of the Regent, based on data put forward by the community and the company.

- the Community generally does not yet understand how co-operatives work, and needs facilitation support from the Cooperatives Service.

Almizan/ Pension of DPRD Member (Tokoh Masyarakat):

- Asked for clarification of his membership of the M&E Team because he was not elected as a member of the People's Representative Council Sambas again. (The M&E Team meeting said that the status of the membership of the ME team was unlimited for both institutions, but also for individuals that in a voluntary and professional manner dedicated his resources to carry out M&E activities. Therefore, Almizan will continue as the member the M&E Team).
- Progress was clear enough in Sajingan Kecil, while in Senujuh the situation in regard to implementation of the agreement is still grey and this is natural given the community dynamics.
- In Sajingan Kecil, further support is needed, including capacity building, and clarity on who will do this. An example is the internal M&E of the implementation of the agreement by the community which has been interrupted because the team of negotiators dispersed while no arrangement was made for a community M&E team. ANI necessarily has a moral responsibility, including facilitation and brokering the costs of forming the co-operative (Note from Gamal: the Report from ANI, says that ANI already brokered this matter. This confirmation came up from Manager of Plasma Development of Wilmar West Kalimantan).
- Sajingan Kecil needs a team/special unit that can oversee the implementation of the agreement. For example until this time, reforestation of the village forest of Sajingan Kecil has not yet taken place.
- In Senujuh on several occasions letters authorizing land use coming from the head of the village were offered to investors. This must be carefully guarded against in order to not create a cause of conflict in the future.

Andiko (FPP/HuMA):

- Follow-up to the agreement on several matters is the authority of the public and also a government responsibility. The position of the M&E Team needs to be clarified, whether so far to push the government agencies to carry out their public service. For example the formation and capacity building for the co-operative (Note Sriyanto: this Matter became responsibility of the Sambas Govt service on Cooperatives and was supported by Dishutbun).
- Issue of whether the ME Team will become observers to the technical agreement that will follow from the main agreement, or will only monitor the

implementation of the main agreement. (Note Sriyanto: the M&E Team only works on the main agreement)

- It is better if the M&E team is a loose framework only: What is the object and the subject of observation, where and who have an obligation for that (the M&E Team or the government agency?). We see the main agreement, then the matrix of activities and responsibilities that it entails: agreement on what, fulfilling what, then the requirement for the existence of a technical agreement that will possibly emerge from the main agreement. Then how far the ME Team was involved in this technical agreement (Gamal comment: Best if the ME team plays the role of reminding government units that bear responsibility for the substance of the technical agreement; the ME team should not act to push government agencies).
- Trade in land by elements of the village to immigrants or investors must be guarded against in order to not become a problem in the future and this must be pointed out to the local government.

Norman/Sawitwatch:

- Signatories should monitor the implementation of the main agreement, and also the implications of the agreement should be considered by the Monitoring and Evaluation Team.
- Sawitwatch/as a signatory also wanted to monitor whether Wilmar has learnt from the process of Sambas mediation and if it will improve itself and carry out resolution of other cases, or if it will continue to cause new and similar cases of conflict. Wilmar still has many weaknesses of management, and the process of the implementation of the Sambas agreement could degrade because of these weaknesses.
- At this time the World Bank has postponed investment in the oil palm sector all around the world. We should pay close attention to that the underlying causes of legal violations, and failure to fulfill the P&C of the RSPO as these are often not yet addressed by the industry including by Wilmar. It is necessary that these issues are taken up by government also.
- Other problems that still need to be dealt with by Wilmar include the problem of the violation of the laws (Category-2), and the fulfillment of the indicators and criteria of HCVF. Wilmar saw this as a transitional problem and that they must have enough time to address these issues. In the HCVF implementation (although the ME Team did not have authority in this case), there were several implications that match the objective of ME. For example, Hutan Sajingan Kecil. This became the object of observation because this area entered the agreement, and as an HCVF object should not be converted.

- Category-2 and Category-3 will have implications for the work of the M&E Sambas Team, and this must be anticipated. Because Category-1 issues were isolated from the wider problems, and the focus in M&E in the Sambas agreement is on resolution of land conflict, there is a worry that this achievement will become partial with regard to issues relating to Category 2 and 3 and that is very much to be regretted.
- The Plan of handing over the management and WSP assets to PAN- P must be known by the community. (Gamal has the statement from Wilmar (Goh) that this matter will not change Wilmar's obligation in filling the contents of the agreement).

III. Table summarizing the Agreement, Achievement and Implications and the Requirement for a Technical Agreement for the continuation of Information of SENUJUH-WSP Co and SAJINGAN KECIL-ANI Co.

No	Agreement	Status	Implications and needs for further technical agreement	Comments
SENUJUH-WSP				
1	WSP will help organize a conference between Senujuh and PT. SAM	<ul style="list-style-type: none"> ○ Delay in resolving conflict over 150 ha between Senujuh and SAM (supplier of Wilmar) ○ Part of this area is believed to have been given the status of individual land and no longer is under collective control of the community. 	<ul style="list-style-type: none"> ○ (NEED) Clarify and document the reasons why the conference and resolution of the conflict hasn't happened yet. 	Request WSP to implement clause 6 of the agreement between WSP and Senujuh.
2	Compensation for loss of livelihoods	Complete	(IMPLICATIONS) There was a problem with distribution of the compensation. It is believed that compensation didn't reach all the community from the	<ul style="list-style-type: none"> ○ Request WSP to provide evidence of paying compensation. ○ In regard to the problem with distribution of
3	Compensation for releasing land	Complete		

			team that received the compensation.	the compensation, the ME team can only document the alleged failure of compensation to reach all community members.
4	99 ha to become inti plantation area for WSP	Complete		
5	32 ha that was in dispute to be managed as plasma of the village of Senujuh	Not yet. The Management Team for Sawit Plots (TPKKS) argues that the plasma area should be managed by the TPKKS, while the government requires the credit to be arranged with a legal cooperative or village government body or based on an agreement between WSP and the village government.		There is a possibility that the form of the cooperative will be made based on work together between WSP and Senujuh.
6	86 ha of cleared area to be returned to the community	Complete. (Parties have agreed on the handover of these lands)	(IMPLICATIONS) In practice, these lands are not yet managed by the community.	Documentation of the conditions, as learning tool
7	WSP will not open other areas in Senujuh outside of the 231.5 ha already agreed to.	Complete. (Already a signed agreement)		Documentation of the conditions, as learning tool
SAJINGAN KECIL – ANI Co				
1.	Compensation	Complete		o Request ANI

	for use of land			to provide documentation of provision of compensation.
2.	Cash support for Development of Dusun Sajingan Kecil	Complete for the first year	(NEED) Community has requested ANI to immediately provide the cash assistance for years 2 to 5 so that the construction of the mosque is not delayed.	Request ANI to provide evidence of compensation payments. Tim will convey the request of the community to ANI.
3.	Development of 472 ha of plasma for the community of Sajingan Kecil (based on the results of the mapping after the agreement).	In process of being realised: <ul style="list-style-type: none"> ○ 224,57 ha. already planted . ○ 247.43 ha. already cleared ○ Sajingan has already formed a cooperative “Cempaka Biru” that will manage the plasma. ○ A technical MoU has not yet been prepared. ○ List of candidate plasma farmers from the cooperative and candidate areas from ANI is finished. This will be processed 	(NEED): Capacity building for the <i>Koperasi Cempaka Biru</i> (KCB). <i>Anggaran Dasar</i> (Basic Role) already made, but <i>Anggaran Rumah Tangga</i> (Basic Guidelines) not yet. (IMPLICATIONS): Need an institution and or professional individuals to help and support the cooperative KCB and suggest ART can be fulfilled by the government, ANI or IFC Indonesia office.	Provide an opinion paper to ANI on building capacity of the KCB cooperative, including preparations, analysis of risks and opportunities from an MoU on cooperation between the community and company. (referring to stipulation from the Minister on plasma partnerships).

		with a decree from the Bupati.		
4.	Replanting of the forest area opened by ANI	Not yet.	Need a clear plan (who and when) the reforestation will start and finish. (in accordance with the mapping and planning process from January 2009, the reforestation should start in the same year).	<ul style="list-style-type: none"> - Ask ANI about its technical plan for carrying out reforestation, how and who will carry it out. - Send an opinion letter to ANI to fulfill the agreement on reforestation
5.	ANI will not open other sites for plantations in the area of Dusun Sajingan Kecil	Complete (An agreement on this has already been signed)		Document this as an aid to learning from the case.
6.	769 ha of land will become Inti for ANI (based on the result of the remapping after the agreement).	Completed. (When the results of the remapping were complete, an agreement was signed)		Document this to serve as an aid to learning.

IV. Re- scoping the work of the Monitoring and Evaluation Team:

The M&E Team only monitors and evaluates the implementation of items of the primary agreement (quantity and quality). If it finds other implications outside the items of the agreement and/or implications that did not involve the two agreeing sides (company and the community), it suggests:

- a. If the implications were about other activities covered by the agreement, then the parties will ask the government to facilitate these matters.
- b. If these implications or problems were apart from the issues covered by the existing agreement, then the team will only document them and provide information to the signatories, the IFC, CAO, related government agencies, and the agreeing sides.

The M&E Team is responsible to the parties to the agreements. If M&E team finds matters that are yet to be fulfilled by one of the parties, then the Team will make an opinion note and provide it to the relevant party to assist them in fulfilling their part of the agreement.

V. Plan for M&E Activities.

In the future it will send opinion letters to the parties to the agreement, concerning aspects of the agreement that are yet to be fulfilled or are postponed. It will give three months to the party to take action based on the issues raised by the M&E team. After that a M&E meeting will be held also attended by the parties to the agreement.

No.	Nama/Name	Lembaga/Institution	Signature/Present
1	Sriyanto	Team Coordinator / Forest Agency of Sambas District	1. present
2	Herujono	Team Member / Land Administration Office of Sambas	2. present
3	Uray Sentosa	Team Member / Investment Cooperation Board of Sambas	3. not present
4	Almizan	Team Member/ People Representative Council of Sambas	4. present
5	Andiko Sutan Cahyo	Team Member / Forest Peoples Programme (FBB)	5. present
6	Norman Jiwan	Team Member / Sawit Watch	6. present
7	M Lutharif	Team Member / Gemawan	7. present
8.	Gamal Pasya (And Ari, Support staff)	Team Member / CAO	8. present