

**NEWMONT GHANA GOLD LIMITED**

**VALIDATION DRAFT**

**AGRICULTURAL IMPROVEMENT AND LAND  
ACCESS PROGRAM  
AHAFO SOUTH PROJECT**

**[UNDER STAKEHOLDER REVIEW]**

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## **PREFACE**

This Validation Draft of the Agricultural Improvement and Land Access Program is considered a final planning document, which is currently under implementation and stakeholder validation. The final document may be amended pending observations received during the validation process.

Several of the Annexes are not included in the document and will be completed following the validation process and included in the forthcoming Final version.

## Table of Contents

1.0 Introduction .....	1
2.0 Background .....	2
2.1 Definition .....	2
2.1.1 State Land .....	3
2.1.2 Vested Land .....	3
2.1.3 Customary Ownership.....	3
2.1.4 Land Use Rights.....	3
2.2 Eligibility .....	4
3.0 Agricultural Improvement and Land Access Plan .....	5
3.1 Communication .....	5
3.2 Registration .....	6
3.2.1 Crop Compensation Verification.....	6
3.2.2 Land Access Verification .....	6
3.2.3 Food Security Verification .....	6
3.3 Administration.....	7
3.3.1 LARC .....	7
3.3.2 Land Task Force .....	7
3.3.3 OICI .....	7
3.3.4 MOFA.....	8
3.3.5 Land Administration Office .....	8
3.4 Agricultural Improvement Assistance.....	8
3.4.1 Business Plan.....	8
3.4.2 Agricultural Inputs.....	9
3.5 Land Access Assistance .....	10
3.5.1 Traditional Land Access .....	10
3.5.2 Traditional Authority Land .....	11
3.5.3 Mine Take Area Land Bank.....	12
3.6 Grievance Procedure .....	12
4.0 Monitoring .....	12
5.0 Evaluation .....	13
6.0 Schedule .....	13
7.0 Budget .....	13

## 8.0 Annexes

- 1 Communication Plan
- 2 Program Flow Chart
- 3 Registration Log
- 4 LARC Case Assessment Log
- 5 Land Allocation Review Committee
- 6 Land Access Verification Form
- 7 Land Access Task Force – (Under Stakeholder Validation)
- 8 Agricultural Business Plan – (Under Stakeholder Validation)
- 9 Land Clearance Rates
- 10 Agricultural Training Topics – (Under Stakeholder Validation)
- 11 Assistance Packages – (Under Stakeholder Validation)
- 12 Sharecropping Arrangement
- 13 Royal Land and Land Bank Map
- 14 Land Bank Lease
- 15 Schedule

## 1.0 Introduction

Brong-Ahafo Region is nationally recognized to be Ghana's "breadbasket". The Region supplies about 30% of the nation's food. Within Brong-Ahafo Region, Asutifi District stands out for the predominance of agriculture in its economy. About 75% of the District's employed population work in the agriculture sector.

In the past, agriculture growth in Asutifi District depended on expanding the number of fields under cultivation. In the last decade, land available for new farms has become increasingly scarce and the cost of access rights has risen. Future growth of the agricultural sector in Asutifi District must be based on more intensive farming, with increased inputs, crop diversification, and access to technical expertise and credit.

Baseline studies in 2004 indicated that 97% of the Project area population identified agriculture as their primary livelihood activity. Since then, arable land acquired by the Company to operate the Project has rendered some farmer households landless, increased the price of access to arable land in the Project's vicinity, and lowered overall agricultural production.

The Agricultural Improvement and Land Access Program is one of three Company initiatives in the Framework for Agricultural Improvement, a suite of programs designed to encourage the Asutifi District to realize agricultural productivity, total production, crop diversity, and market access that exceed pre-Project levels. The first program in the framework, under implementation since the first quarter of 2005 is the Agricultural Training Component of the Livelihoods Enhancement and Community Empowerment Program (LEEP). Since February 2005, approximately 500 farmers have participated in LEEP agriculture courses. Beginning in April 2006, the Ahafo Agro-business Growth Initiative (AAGI) which is the second program, a further 1,000 farmers will participate in high-impact training in agriculture and small business management.

The main focus of the Agricultural Improvement and Land Access Program is to maintain or exceed pre-Project levels of crop productivity and ensure compensated farmers have access to land. The means to accomplish this are:

- Providing, free of charge, improved agricultural inputs, sufficient for two acres, for one crop season, to every person who was compensated by the Company for cropped land in the Mine Take Area, and who has arable land of two or more acres.
- Facilitating land access for every person who was compensated by the Company for cropped land, and who, at present, does not have access to land for cropping, or who has access to less than two acres of arable land. When persons obtain access to at least two acres of arable, they become eligible for two acre input packages.

## 2.0 Background

Involuntary resettlement may lead to impoverishment of affected households. International experience indicates that the main characteristics of resettlement-induced impoverishment are:

- Landlessness- loss of land assets, including common property;
- Joblessness- loss of workplaces and markets;
- Homelessness- loss of shelter;
- General economic set-back;
- Increased rates of crime, disease and mortality;
- Food insecurity and malnutrition; and
- Social disorganization.

Typically, with involuntary resettlements, landlessness is especially prominent, either alone or with correlated hazards such as loss of job, food insecurity and malnutrition.

Landlessness in the Project Area arises from a variety of sources:

- Direct taking of land for the purpose of mining;
- Crop compensation being applied to other than the acquisition of replacement land;
- Increased demand for land in the Project Area drives up land access price;
- Tenure arrangements between landowners and tenants are broken;
- Fallow land does not require compensation in Ghana mining law.

Singularly and severally, these sources restrict land access of Project-affected households, thereby increasing the likelihood of household unemployment, economic setback, food insecurity and malnutrition.

The total land take of the Ahafo South Project is 8,030 acres of which cropped area was 4,854 acres divided among 7,641 individual fields. A total of US\$14,309,050 equivalent was paid in crop compensation to some 3,000 individuals from roughly 1,700 households.

## 2.1 Definitions

Understanding land access in the Project Area requires an overview of the complex land tenure system which pertains in Asutifi District. One key point is that all land is owned. There is no commonage in the Project Area.

The prevailing tenure involves considerable tension between legislation and traditional practice, and within traditional practice between: neighboring Stools; a Stool and the extended families within that Stool; an extended family and individuals within that family.

In Brong-Ahafo Region, all land is owned in one of three forms: State, Vested and Customary.

### 2.1.1 State Lands

State lands have been acquired by government under eminent domain. The principal legislation is the State Lands Act of 1962 (Act 125). Allodial rights are vested in government, which can dispose of the land to state institutions or private individuals and organizations, by way of lease, certificate of allocation / occupation, and license. Such disposed lands are scattered throughout Ghana. The boundaries of each have been cadastral surveyed, mapped, and registered.

### 2.1.2 Vested Lands

Vested lands are lands owned by a Stool, but managed by the state on behalf of the land owning stool. The legal rights to sell, lease, manage, and collect rent have been taken from the customary landowners by the application of specific laws on that land and vested in the state. The landowners retain an equitable interest in the land (i.e., the right to benefit from the land). This category of land is managed in the same way as State lands. Unlike State lands, however, the boundaries are not cadastral surveyed and the lands are usually much larger in area. Land ownership in Asutifi District and in the Project Area is legally vested in the government. Nevertheless, in practice, customary ownership dominates.

### 2.1.3 Customary Ownership

As all land in Ghana is “owned” and as state and vested lands are formally documented, all other land for which formal documentation does not exist can be considered customarily held. Customary ownership occurs where the right to use or dispose of use-rights over land is governed by the customary laws of the land-owning community, based purely on recognition by the community of the legitimacy of the holding. Rules governing the acquisition and transmission of these rights vary from community to community, depending on social structure and traditional practice. These rules are not normally documented, but are generally understood by community members.

Customary lands are managed by a custodian (a chief, or a head of clan, or extended family) together with a council of elders appointed in accord with the customary law of the land-owning community. All grants of land rights by the custodian require the concurrence of at least two of the principal elders for the grant to be valid.

Individual cropped fields and plantations tend to be ‘owned’ by an individual who normally has right to undisturbed occupation for purposes of cropping and sale of crops, but not for sale of the land parcel, without the concurrence of a higher level of ‘owner’.

### 2.1.4 Land Use Rights

Farmers acquire access to land in the Project area through ownership or tenancy. Land use rights are negotiated under private agreements between landowners and tenants. Landowners are property holders who have exclusive rights to use and sometimes, to dispose of use rights to land. Land use rights are typically acquired from traditional rulers and family heads, or by inheritance, and are disposed otherwise by sale or to tenants. Two types of tenants are found in the Project area: sharecroppers and caretakers.

Sharecropping is a specific type of land tenancy that is common in Asutifi District. Within the Mine Take Area per se, more than half of resident households are sharecroppers. In sharecropping, the landlord of a parcel of land extends farming privileges to someone for an agreed period of time. Crops produced are divided between the landlord and the farmer on agreed principles. There are two basic types of sharecroppers. In a tree crop land tenancy growing, for example, cocoa or oil palm, the field is divided between landlord and the sharecropper at the end of an agreed period (usually five years), generally into two equal shares (*Abunu* system). As part of the agreement, the sharecropper is responsible for acquiring and planting the agreed tree crop. Prior to division of land into two, sharecroppers have use of all food crops harvested and generally do not split any proceeds generated from sale of food crops.

In a food crop land tenancy growing, for example, maize and cassava, the agreement is usually renewed on a yearly basis. Crop production is, in most instances, divided between the landlord and the sharecropper on a 1 (sharecropper) to 1 (landlord) basis, and there is no division of the field, although terms may vary from agreement to agreement (*Abusa* system). In all cases, an agreement is typically signed in the presence of one or more witnesses.

A caretaker, in contrast, is someone who has been employed by either a landlord or sharecropper to take care of a particular field (e.g., a cocoa plantation). The caretaker usually resides on or near the field, and in exchange for cultivating the field, receives a share of the proceeds from the sale of crops, typically a one-third share.

The three tenure types do not connote mutually exclusive groups. A given household may be a landlord of one field, a sharecropper of another, and a caretaker of a third.

Across tenure types (i.e., landowners, sharecroppers, and caretakers), all of a farmer's crops may have been in areas now used by the Project. After payment of crop compensation, paid by the Company to acquire surface rights for land use by the Project, farmers would no longer have land access.

For a full description of the legal basis for acquisition of surface rights and payment of crop compensation for mining activities, refer to the Company's Ahafo South Resettlement Action Plan (August, 2005).

## **2.2 Eligibility**

The Program will provide agricultural assistance to all farmers who have received crop compensation for fields in the mine take area.



### 3.0 Agricultural Improvement and Land Access Plan

The Plan goal is to reestablish or exceed pre-Project levels of crop productivity and ensure compensated farmers have access to land. In doing so, the Company will offer agricultural assistance to all crop compensated farmers and facilitate access to land for compensated farmers without access to land. Agricultural assistance consists of a set of standard input packages from which the farmer selects a preferred package.

The Plan describes the organization, schedule, staff and funds required for:

- Identifying entitled applicants,
- Facilitating their of access to land,
- Providing them with agricultural inputs and training,
- Monitoring program implementation.

### 3.1 Communications

NGGL has a comprehensive public consultation and disclosure program in place to listen to public concerns, provide information, and answer questions on all aspects of the Project. Stakeholders can access information on and/or register for the Agricultural Improvements and Land Access Program at the following locations:

- NGGL Information Centers in Kenyase No. 1 and No. 2 on Tuesdays and Thursdays
- NGGL Information Centers in Ntotroso, Gyedu, and Wamahinso on Tuesdays and Fridays
- NGGL External Affairs Public Outreach Office in Kenyase Camp on Tuesdays and Thursdays.

In addition, the Company will conduct information sessions via participation in community meetings and functions listed below:

- Resettlement sites
- Traditional Authorities
- Asutifi District Assembly
- Youth associations
- Farmers' groups
- Religious groups
- Non-governmental organizations
- Other community groups

Other communication channels for informing stakeholders about the Program include:

- Local radio stations Nananom FM and Radio BAR
- Leaflets and brochures
- Daily newspapers and other media.

Specific details of informing stakeholders about the Agricultural Improvement and Land Access Program are included in a Communication Plan (Annex 1).

## **3.2 Registration**

The Program is being implemented in two phases to ensure an effective roll out. Phase 1 began in April 2006 with farmers who are resettled or are LEEP agricultural trainees, and who have received crop compensation for fields within the Mine Take Area. Phase 2 will process the larger proportion of other farmers who have received crop compensation for fields within the Mine Take Area.

Registration will primarily consist of verifying crop compensation and land access status. Eligible farmers can be readily identified through crop compensation receipts and Project records. Land access records and data, however, are not readily available in the community or in the Project database creating a challenge for verifying land access claims. This challenge and the overall sensitivity of the community to land discussions have been evident from community consultations. Determining which farmers currently have access to land requires a combination of incentives and a culturally appropriate, community-based, land access assessment (Annex 2).

### 3.2.1 Crop Compensation Verification

Program registration is occurring at NGGL information centers in the surrounding communities. Crop compensation claims will be verified against Company records during the registration process. Proof of crop compensation (original Crop Compensation Receipt for any field compensated) will ensure applicants move quickly to the multi-stakeholder community committee assessment stage.

### 3.2.2 Land Access Claim Verification

Land access assessments must take into consideration local knowledge of agricultural practices, customary land practices and familial ownership. All registered farmers will have to demonstrate land access to a multi-stakeholder Land Allocation Review Committee (LARC) before receiving agricultural inputs. A Land Access Task Force will assist the LARC in assessing land access status and family land entitlement.

### 3.2.3 Food Security Verification

Once land access is verified, registered farmers will select an agricultural assistance package based on a preferred combination of food and cash crop inputs that will form the basis of a business plan and subsequent agricultural training. The registered farmer's selection must meet certain basic food security criteria, namely demonstrating to the LARC that they have enough planted food crops to feed themselves and dependents over the next farming season. If food security cannot be demonstrated then the farmer will only receive food crop inputs. Registered farmers requiring land access are only eligible to receive food crop inputs.

### **3.3 Administration**

Administration of the Program consists of a coordinated effort between the Company, Traditional Authorities, Government, NGOs, and the Community. Information specific to each farmer's registration is logged in the Database (Annex 3). Specific administration activities will be conducted by the various groups listed below.

#### **3.3.1 Land Allocation Review Committee (LARC)**

LARCs have been established for Ntotroso and the Kenyase areas to ensure community participation and feedback in the assessment process. Each LARC will be responsible for verifying land access status, recommending a land access facilitation stream, and approving appropriate agricultural assistance. Each LARC case assessment will be recorded in the Database (Annex 4).

Based on the LARC's decision, the Company will provide agricultural assistance and facilitate land access. The Committee Secretary and Company representative are responsible to ensure qualified farmers receive agricultural inputs. LARC composition and a description of functions appear in Annex 5.

#### **3.3.2 Land Access Task Force**

A Land Access Task Force is responsible for verifying location of land, classifying the land according to vegetation type, and gathering information for identification of land access and tenure status. All information gathered by the Land Access Task Force is noted in a Field Verification Form (Annex 6) and entered into the Database. The Land Access Task Force is comprised of representatives from the Traditional Authority, Chief Farmer and the Company. Land Access Task Force composition and functions appear in Annex 7.

#### **3.3.3 Opportunities Industrialization Centers International**

OICI, assisted by Ministry of Food and Agriculture (MOFA), will be responsible for implementation and oversight of agricultural improvement assistance and provide ongoing agricultural extension training. The main focus of the training is increasing agricultural productivity, improving storage techniques and crop handling, and ensuring proper money management. OICI is providing 10 Agricultural Officers to assist in the provision of inputs and agricultural training for registered farmers. Two Supervisor Program Officers will oversee the OICI Agricultural Officers and MOFA Extension Officers.

A main function of OICI will also be education and training of farmers in completing an Agricultural Business Plan (Annex 8). Five Business Resource Officers will assist farmers in the completion of Agricultural Business Plans.

### 3.3.4 MOFA

The Ministry of Food and Agriculture is partnering in this Program to provide agricultural extension services for the various crops that are offered in the agricultural assistance packages. Ten MOFA Extension Officers will offer services part-time towards effective distribution of inputs and improved farming techniques.

### 3.3.5 NGGL Land Administration Office

A Land Administration Office established by the Company will be responsible for land registration and monitoring of farmers once assessments are completed by the LARC. A Land Administration Officer and two Field Officers will be responsible for ensuring the Company is kept abreast of registered farmers land status. The officers will be responsible for updating Company records and liaising with Company surveyors, Town and Country Planning, Traditional Authority Surveyors, LARC and Land Access Task Force on land tenure and mapping information. The Land Administration Office will be responsible for follow up and review of short-term land access tenures.

## **3.4 Agricultural Improvement Assistance**

All compensated farmers have access to agricultural assistance. The Agricultural Improvement and Land Access Program offer business planning and a variety of agricultural assistance packages based on providing standard field inputs, extension services, and a choice between different crop packages. In addition to the agricultural assistance packages, compensated farmers will receive cash compensation.

The agricultural inputs will increase the productivity of the land through planting of certified crops and application of farm technologies over the near term. The agricultural training and extension services focused on improving the agricultural techniques of the farmer will improve the long term productivity of the area.

Agricultural inputs will be provided to registered farmers grouped according to geographic area. These areas will be based on demarcated zones used to facilitate agricultural improvement assistance delivery. A Community Development Officer working with a MOFA Extension Officer will be responsible of assistance delivery in each zone. A Supervisor Program Officer is responsible for five Community Development Officers and five MOFA Extension Officers.

### 3.4.1 Business Plan

Prior to selection of a crop package, compensated farmers attend training provided by OICI to prepare an Agricultural Business Plan, which will detail required inputs, anticipated returns, possible extension services and timeline for agricultural production from each assistance package. Other business planning and training will consist of:

- Money and financial management training (Making Cents)
- Market training
- Group management training

Once the business plan and training is complete, the Company will provide agricultural input packages for compensated farmers. Additional training is provided as part of the agricultural inputs packages as listed below.

### 3.4.2 Agricultural Inputs

The Agricultural Improvement component of the Program offers a range of assistance packages based on the provision of standard field inputs and extension services and a choice between different crop packages.

#### *Field Inputs*

All assistance packages come with the following standard inputs for 2 acre parcels.

- Land clearing consisting of:
  - Initial slashing, piling and burning
  - Felling and stumping
- Weeding – by hand or herbicide
- Fertilizer
- Pesticide (if required)
- Storage assistance (if required)
- Vegetable seeds

All registered farmers will be offered assistance in the form of payment for clearance of two acres of land. To initiate land clearance as soon as possible, the Program has a fixed set of rates for land clearing that will be provided to eligible farmers. Land clearance rates have been agreed to by the LARC (Annex 9) and are based on local labor market rates for different types of vegetative cover on the land including and limited to:

- Acheampong light at 300,000 cedis per acre
- Acheampong heavy at 350,000 cedis per acre
- Elephant grass light at 350,000 cedis per acre
- Elephant grass heavy at 400,000 cedis per acre
- Forest Underbrush at 400,000 cedis per acre

After registering, the Land Access Task Force will verify location and vegetative cover of the land and the farmer will receive the land clearance payment according to the set rates.

Prior to registering, the farmer can take the risk that they are qualified for the program and can clear their land. The farmer will be reimbursed for the clearance once registered and the standard of clearance and vegetative cover is verified by the Land Access Task Force.

### *Extension Services*

Basic extension services consist of the following (see Annex 10 for a summary and overview of training topics):

- Agricultural training
- Storage training

### *Crop Packages*

The following crop packages are offered to compensated farmers according to preferred combinations of food and cash crops (Annex 11):

- a. Maize/plantain intercrop
- b. Maize/cassava intercrop
- c. Chili Pepper seeds
- d. Oil Palm
- e. Hybrid Cocoa
- f. Rice
- g. Citrus
- h. Cow Pea
- i. Soy Bean

## **3.5 Land Access Assistance**

Compensated farmers who cannot demonstrate access to land will be offered options to encourage land access. Land access assistance options are presented below:

- a. Traditional Land Access
- b. Traditional Authority Land
- c. Mining Area Land Bank

### 3.5.1 Traditional Land Access

All agricultural assistance packages include provision of a Traditional Land Access Fee to assist farmers without land access who enter into sharecropping agreements. For crop compensated landowners, an equivalent amount to the Traditional Land Access Fee will be provided as a preferred cash crop. Incentives will be paid based on a flat per acre fee up to two acres per farmer (750,000 cedis/acre).

All compensated farmers can use the Traditional Land Allocation Fee to enter acceptable sharecropping agreements for land located anywhere outside the Mine Take Area. Sharecroppers will negotiate land use rights with landowners. However, the Traditional Land Access Fee will only be provided to those farmers who enter into *Abunu* sharecropping agreement. Each sharecropping arrangement will be approved by the LARC. Copies of Program approved sharecropping agreements (Annex 12) will be made available at points of registration.

The Program will provide any landowners with additional land a list of sharecroppers who require access to land. Each arrangement will be registered within the Company's Land Administration Office.

### 3.5.2 Traditional Authority Land

The Traditional Authorities of Ntotroso and Kenyase No. 2 identified respective stool lands appropriate for agricultural development. The Ntotroso and Kenyase No. 2 Traditional Authority each signed a Memorandum of Understanding (MOU) with the Company. The MOU provides land access in designated "Royal Lands" to all compensated farmers identified by the Company as having no land access.

According to the MOU, any registered farmer will be allocated a 2 acre parcel of Royal Land for a minimum of two years. Any long-term land use arrangement will need to be negotiated according to standard sharecropping agreements with the Traditional Authority. The Traditional Authority can enter into a long term sharecropping agreement at any point with registered farmers. All tenure arrangements will be integrated into the Agricultural Business Plan.

To date, approximately 430 acres have been identified in the Kenyase No. 2 stool and between 100-150 acres have been identified in the Ntotroso stool (Annex 13).

A cadastral survey of the stool land areas has been completed by the Company under supervision and approval of the Royal Surveyor. Any land under cultivation will undergo a crop survey and removed from the total land available unless otherwise indicated by the Traditional Authority. Continuation of any current land uses in the Royal Land will be negotiated between the user and Traditional Authority.

Farmers must renegotiate short term arrangements at the end of two years and either:

- Enter into a long term sharecropping arrangement with Traditional Authority for continued use of Traditional Authority Land; or
- Verify alternative livelihood.

Allocation of Traditional Authority land will be according to availability of plots of land as determined by NGGL and Traditional Authority.

### 3.5.3 Mine Take Area Land Bank

The concept of a Land Bank was identified in the Ahafo South Project Resettlement Action Plan (August 2005) as a means of continuing access to cultivated land on a short-term ( $\leq$  2yrs) and carefully controlled basis for farmers with fields in specific areas located in the Mine Take Area. Project-affected people who may qualify for Land Bank areas include compensated farmers:

- Whose previously compensated fields are located in areas identified by the Company as land not critical to operations over the next two to five years, and
- Who have no access to land outside the Mine Take Area and desire to continue farming fields located in the Mine Take Area while identifying farm land outside the Mine Take Area.

The Company has identified at least 800 acres of land in the Mine Take Area, of which, 100 acres are available in Ntotroso resettlement site (Annex 13).

LARC approval of a case for the Land Bank consists of:

- Farmers are actively, or recently (within one year), cropping fields that are in designated Land Bank areas
- Farmers demonstrate no land outside Mining area
- Survey ensures location and function of the land in question.

Prior to delivery of agricultural inputs, the Company Land Administration Office will arrange a lease (Annex 14) for the land that allows the farmer to continue harvesting crops and includes:

- Statement from farmer that they will actively search for land outside of the Mining area
- Condition of use is that the land is for a temporary basis and that farmers will not be compensated in the event of a loss of crops due to Project activities.

### **3.6 Grievance Procedure**

The Company is committed to facilitating expression by stakeholders of questions, concerns, complaints and grievances regarding the Agricultural Improvement and Land Access Program and

*"... aims to engage, as much as possible, with its local communities to ensure interactions are relevant, conflicts are resolved quickly and to the mutual benefit of both parties and in such a way that stakeholders feel positive about their involvement with the Company."* (www.newmont.com, 2004)

To meet its policy objectives, the Company maintains both informal and formal grievance mechanisms. Any household or individual can lodge a grievance with the Company through regular channels as described in Chapter 13 of the Company's Ahafo South Project Resettlement Action Plan (August 2005).

### **4.0 Monitoring**

Monitoring compensated farmers for food security and land access issues will be an integral component of the general resettlement monitoring framework. Quarterly monitoring will assess household crop types, food stores, livestock, and impacts of agricultural training. Quarterly monitoring is also designed to track Project-affected community land access trends.

The follow up Land Use Study, to begin in late 2006, will identify changes in land use since the initial survey conducted during 2003-2004. If the monitoring or studies indicate uninvisaged land access problems, the entire Program will be reviewed and evaluated.

The longer term goal is to provide the opportunity for compensated farmers to transition into the broader AAGI Program with sustainable productivity improvements. The Company will continue to monitor the program effectiveness in achieving the longer term goal and make necessary program improvements and modifications to encourage those results.



## 5.0 Evaluation

The Program has recently been implemented and is being well received and supported in the affected communities.

Program evaluation will be done by an independent external expert. Quarterly evaluations will occur in 2006.

## 6.0 Schedule

The Program is being implemented and the detailed schedule appears in Annex 15. Verification of land access and seasonality of cultivation will dictate the length of the Program.

## 7.0 Budget

Budget estimated for implementation of the Program is US\$ 4 million.

## 8.0 Annexes

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# Annex 1

## **VULNERABLE PROGRAM COMMUNICATION PLAN**

### **KEY MESSAGE:**

Newmont Ghana Gold Limited (NGGL) has developed an Agricultural Improvement and Land Access Program consistent with its commitment to restore and improve productivity of the local agricultural economy.

### **PROGRAM GOAL:**

The goal of the Program is to increase agricultural diversity, productivity, total production, and market access over levels existing prior to the Ahafo Project construction.

### **PROGRAM OBJECTIVE:**

The objective of this program is to effectively distribute in two Phases, agricultural assistance to crop compensated farmers directly impacted by the Project within the Mine Take Area.

Phase One objective is to provide agricultural assistance to crop compensated farmers who have been resettled or are LEEP trainees who have been directly impacted by the Project within the Mine Take Area.

Phase Two objective is to provide agricultural assistance to all other crop compensated farmers who have been directly impacted by the Project within the Mine Take Area and have not been assisted in Phase One.

### **OBJECTIVE OF COMMUNICATION PLAN:**

The objective of this communication plan is to create awareness and understanding about NGGL's agricultural program and improve the program by facilitating exchange of information and inclusion of local knowledge and experience.

### **PHASE ONE TARGET:**

NGGL's immediate target is crop compensated farmers who are resettlers or LEEP beneficiaries.

### **PHASE TWO TARGET:**

Phase Two target are all crop compensated farmers who have been directly impacted by the Project within the Mine Take Area that have not been assisted in Phase One.

### **SPEAKING POINTS:**

1. Phase One begins immediately and start of Phase Two will be advised.
2. Farmers can register for Phase One of the Program if they meet the following:
  - Received crop compensation for fields located in the Mine Take and received resettlement and currently live in a resettlement house; or
  - Received crop compensation for fields located in the Mine Take and are LEEP agricultural training beneficiaries.
3. If a farmer has only received compensation for crops outside the Mine Take Area they do not qualify for this Programme.

4. This Program is one of several that NGGL is using to improve returns to agriculture in the Asutifi District. This Program is confined to farmers who received crop compensation in the Mine Take Area.
5. Farmers can register at NGGL Information Centres in Ntotoroso on Tuesdays and Fridays and at Kenyase Information Centres and the NGGL Public Outreach Office at Kenyase Camp on Tuesdays and Thursdays.
6. At the registration centres, each applicant's crop compensation status will be verified and used to complete registration formalities.
7. All compensated farmers need to bring proof of field compensation from the Mine Take Area to ensure same day registration. Applicants that have misplaced their proof will be registered later.
8. All crop compensated members of a resettlement HH must register with the Head of Household. If this is not possible then applicants will be registered later once verified by the HH.
9. Once applicants have registered they will be given a receipt (Agricultural Improvement and Land Access Registration Form) that details their field compensation, resettlement status and/or LEEP information.
10. Farmers from Kenayse area who have completed the registration and have been given a receipt will take it to the NGGL Public Outreach Office on Mondays, Tuesdays and Wednesdays to complete the next step in the registration process towards agricultural assistance.
11. Farmers from Ntotoroso, Gyedu and Wamahinso areas will take the receipt to the OICI office in Ntotoroso on Tuesdays and Thursdays to complete the next step in the registration process towards agricultural assistance.
12. Eligible farmers with the receipt will be verified that their data exists in NGGL crop compensation records including photo of the farmer who received crop compensation.
13. As a requisite to receive agricultural inputs, all farmers registered in the Program must demonstrate access to land outside the Mine Take.
14. Farmers registered in the Program can demonstrate access to land as a landowner, sharecropper and/or caretaker with ownership or use rights to land located outside the Mine Take.
15. If farmers registered in the Program cannot demonstrate access to land, the Company will facilitate access to land through either the Traditional Authorities or in partnership with landowners or by allocation of selected and carefully controlled areas in the Mine Take Area.
16. NGGL has set up a task force made up of Traditional Authorities, Chief Farmers and company surveyors to verify location of land, classify the land according to vegetation type, and gather information towards identification of land access and tenure status.
17. NGGL is putting in place two community committees or Land Allocation Review Committees (LARC) that will verify land access and tenure status and evaluate the ability of the registered farmer to meet food self sufficiency requirements within his or her preferred agricultural assistance package.
18. The LARCs will review cases based on applicant's traditional stool.
19. Each LARC will also provide final approval of sharecropping agreements between compensated sharecroppers and landowners requesting sharecroppers.
20. Crop compensated landowners who offer a minimum of 2 acres of land for use by registered farmers without land access will be paid 750,000 Cedis per acre for up to 2 acres.

21. Applicants who are sharecroppers that come with land located outside the Mine Take within Asutifi District will be provided with a Traditional Access Fee of 750,000 Cedis per acre for up to 2 acres.
22. Landowners that offer land in Asutifi District for a sharecropping agreement approved by the LARC will be provided with a Traditional Access Fee of 750,000 Cedis per acre for a maximum of 2 acres per approved sharecropping agreement.
23. Landowners offering land outside Kenyase, Ntotroso, Gyedu or Wamahinso must come with a verification of land use letter from the Traditional Authority where the land is located. The form letter for land use verification can be picked up at NGGL information offices on the same days as registration.
24. The Task Force will verify location of land, classify the land according to vegetation type, and gather information for identification of land access and tenure status.
25. Each applicant will select a preferred agricultural assistance package recorded in the form of a agricultural business plan.
26. Assistance packages will include agricultural inputs for up to 2 acres of land and broadly consist of clearing and a menu of inputs of seeds, suckers, seedlings, fertilizer, weeding, insecticide, weedicide and extension services.
27. To initiate land clearance as soon as possible, the Program has a fixed set of rates for land clearing that will be provided to farmers who are eligible for the Programme.
28. Land clearance rates have been agreed to by the LARC and are set based on local labour market rates for different types of vegetative cover on the land including and limited to:
  - Acheampong – light at 300,000 cedis per acre
  - Acheampong – heavy at 350,000 cedis per acre
  - Elephant grass – light at 350,000 cedis per acre
  - Elephant grass – heavy at 400,000 cedis per acre
  - Forest Underbrush at 400,000 cedis per acre
29. A LARC validated schedule of land clearance rates can be viewed at the Information Centers of Ntotroso, Kenyasi No. 1 and Kenyasi No. 2 and the NGGL Public Outreach Office.
30. Once the farmer who cleared the land is registered in the Program he or she will receive cash payment for the land clearance from NGGL according to the fixed set of rates.
31. Cleared land will be assessed by the Task Force at the time of verifying the location of the land. Only land that has been suitably cleared according to best local practice will qualify for payment.
32. OICI assisted by the Ministry of Food and Agriculture (MOFA) will be responsible for implementation and oversight of agricultural improvement assistance.
33. Farmers will be grouped for delivery of all agricultural improvement assistance according to area-based zones.
34. An NGGL Land Administration Office will be responsible for land registration and monitoring of registered farmers on a regular basis.

### **Q & As**

1. Who qualifies for the Program in Phase One?

Ans: All farmers who received crop compensation for fields in the Mine Take Area and also received resettlement and are currently living in a resettlement community can register in Phase One. In addition, all farmers who received crop compensation for fields in the Mine Take Area and have received or are currently registered in LEEP agricultural training can register in Phase One.

2. Who qualifies for the Program in Phase Two?

Ans: All farmers who received crop compensation for fields in the Mine Take Area and did not register in Phase One.

3. Why have two Phases?

Ans: To ensure effective roll out of the Programme, Phase One targets farmers for whom NGGL can quickly register, coordinate and distribute agricultural inputs. The Program will run smoother for the larger group targeted in Phase Two having been piloted in Phase One.

4. What are the benefits of the Programme?

Ans: Provision of agricultural inputs for up to two acres of land and assistance in accessing land if required.

5. When does Phase One come into effect?

Ans: Phase One of the Program starts immediately.

6. When does Phase Two come into effect?

Ans: To be advised depending on implementation of Phase One.

7. Where does one register for Phase One?

Ans: Farmers can register at NGGL Information Centres in Ntoroso on Tuesdays and Fridays and at Kenyase Information Centres and the NGGL Public Outreach Office at Kenyase Camp on Tuesdays and Thursdays.

8. What do I need to register?

Ans: Farmers need to bring identification such as a Voter's ID Card, proof of NGGL payment for crop compensation in the Mine Take Area, and Head of Household and other crop compensated members of the Household (entire Household should register together).

9. What is the Agricultural assistance given to the registered farmers?

Ans: Agricultural assistance consists of a set package of inputs for up to 2 acres of land. The package is selected by the farmer choosing from a menu of agricultural inputs. One package is provided per registered farmer.

10. What are the agricultural inputs?

Ans: Agricultural inputs broadly consist of land clearance and a menu of inputs including seeds, suckers, seedlings, fertilizer, weeding, insecticide, weedicide and extension services for up to 2 acres of land.

11. How will the farmer receive the agricultural package?

Ans: A registered farmer must complete an agricultural business plan based on the farmers selected agricultural package. Included in the business plan will be the logistics of package supply to the farmer.

12. Would the amount of inputs depend on the size of farm?

Ans: No, NGGL's agricultural package is for up to a 2-acre parcel of land.

13. What is the agricultural business plan?

Ans: The agricultural business plan specifies agricultural activities, inputs, logistics of package supply and returns.

14. Why do an agricultural business plan?

Ans: To improve farm productivity.

15. What is the land clearance assistance?

Ans: The program will pay the farmer a set rate (according to vegetation type) to clear 2 acres of land to be used for the program. A Task Force will verify that the land has been suitably cleared according to a standard of best local practice.

16. If I already have land how can I get assistance to start land clearance?

Ans:

- a) Prior to registering, the farmer can take the risk that he is qualified for the program and can clear the land. The farmer will be reimbursed for the clearance once registered and the standard of clearance and vegetative cover is verified by the Task Force.
- b) After registering, the farmer can wait for the task force to verify location and vegetative cover of the land and receive the land clearance payment according to the set rates.

17. What are the set land clearance rates and who set them?

Ans: The land clearance rates have been agreed by the LARC and set based on local labour market rates for different types of vegetative cover on the land including and limited to:

- Acheampong – light at 300,000 cedis per acre
- Acheampong – heavy at 350,000 cedis per acre
- Elephant grass – light at 350,000 cedis per acre
- Elephant grass – heavy at 400,000 cedis per acre
- Forest Underbrush at 400,000 cedis per acre

18. What happens if I take land clearance money from the program and do not clear the land?

Ans: Your participation in the program will cease!

19. What is the duration of this Program and total cost involved for NGGL?

Ans: The Program will cover a time period required to provide every registered farmer with one agricultural assistance package. Total cost will depend on demand from entitled farmers.

20. What do you mean by land use rights?

Ans: The rights to occupy a parcel of land for the purpose of farming.

21. What is the purpose of the Land Allocation Review Committee (LARC)?

Ans: The LARC will:

- assess each registered farmer.
- verify land use rights.
- approve and witness sharecropping agreements.
- review agricultural business plans with respect to the farmers food security.

22. Who is represented on the LARC?

Ans: There are two LARCs, one for Ntotoroso and one for Kenyase. Each LARC has representatives from the Traditional Authorities, Chief Farmers, District Assembly, Resettlement Communities, MOFA, OICI, and NGGL.

23. How would the Program be rolled-out?

Ans: The Program will be rolled out as follows:

- Form Multi-stakeholder LARC Committee
- Organise information sessions within immediate area of Ahafo South Project including:
  - Resettlement Communities
  - Traditional Authorities
  - Asutifi District Assembly
  - Farmer groups
  - Youth Associations
  - Community groups
  - Churches
  - NGO's
- Conduct radio broadcasts with public call-in
- Distribute information leaflets / brochures about the Programme
- Publish information about the program in the media.

24. How is one assisted in accessing land?

Ans: Land access facilitation as follows:

- At registration a farmer makes a claim of no access to land
- The farmer appears before the LARC and the farmer's claim of no access to land is reviewed and verified.
- The Program assists the farmer without land access by:
  - Facilitating sharecropping agreements with landowners who have come forward with land
  - Facilitating a 2 acre parcel of land with the Traditional Authority of Kenyase or Ntotoroso.

25. Will beneficiaries have to pay for inputs or extension services they receive from the Program?

Ans: No.

26. Will beneficiaries have to pay for rights of access to land?

Ans: Yes. The payments will be in line with customary fees for entering sharecropping agreements between landowners and sharecroppers. In addition, NGGL will pay a supplementary Traditional Land Access Fee of 750,000 Cedis per acre to any entitled farmer that independently enters a new sharecropping agreement that is subsequently reviewed and approved by the LARC.

27. What if I am a landowner, not qualified to register in the program, but interested in taking on program sharecroppers that need land?

Ans: You are welcome. Landowners interested in taking program sharecroppers will be provided with a list of sharecropper names to select from, or the land owner can leave his / her name for sharecroppers to contact. Any terms of sharecropping agreement are



the sole responsibility of the landowner and sharecropper. However, to be a part of the program all sharecropping agreements must be reviewed and approved by the LARC.

28. What are acceptable terms of a Sharecropping agreement that would be allowed in the program?

Ans: The sharecropping agreement must be according to the "Abunu" system. Copies of an acceptable agreement can be found at the NGGL Information Centers of Ntotroso, Kenyasi No. 1, Kenyasi No. 2 and the NGGL Public Outreach Office.

29. Is there an incentive offered to landowners to bring land into cultivation through sharecropping?

Ans: Yes. Every sharecropper registered in the program brings an agricultural assistance package with them to a landowner for use on their land. Included in the assistance package is a Traditional Land Access Fee of 750,000 Cedis per acre.

30. What are the extension services offered by the Program?

Ans: Extension services include training to improve agricultural productivity, storage and farm and financial management that will be offered through OICI and MOFA.

31. What is the role of MOFA in the implementation of LAP?

Ans: MOFA extension officers will assist in delivery of assistance packages and provide agricultural training.

32. Does the Program propose the growing of particular food and cash crops?

Ans: Yes. The Program will support cultivation of Maize, Cassava, Plantain, Vegetables, Chilly Pepper, Citrus, Oil Palm, Cocoa, Rice, Cow Pea and Soy Bean.

33. Are there any time related aspects of the Programme?

Ans: Yes. The Program offers assistance for one growing season. Other time related aspects of the Program includes time limit for land clearance of 14 days, planting in relation to the rains, and processing time for the expected number of applicant farmers.

34. What happens to Program farmers who may still be interested in using stool land after two years?

Ans: Farmers will independently negotiate with the Traditional Authority a sharecropping agreement not covered by this Programme.

35. Before the Mine, agriculture (farming) was the predominant activity in the area, how does the Program propose to encourage affected farmers to stay in agriculture?

Ans: By facilitating land access for farmers without land and increasing agricultural productivity of all affected farmers.

## **COMMUNICATION ACTIVITIES**

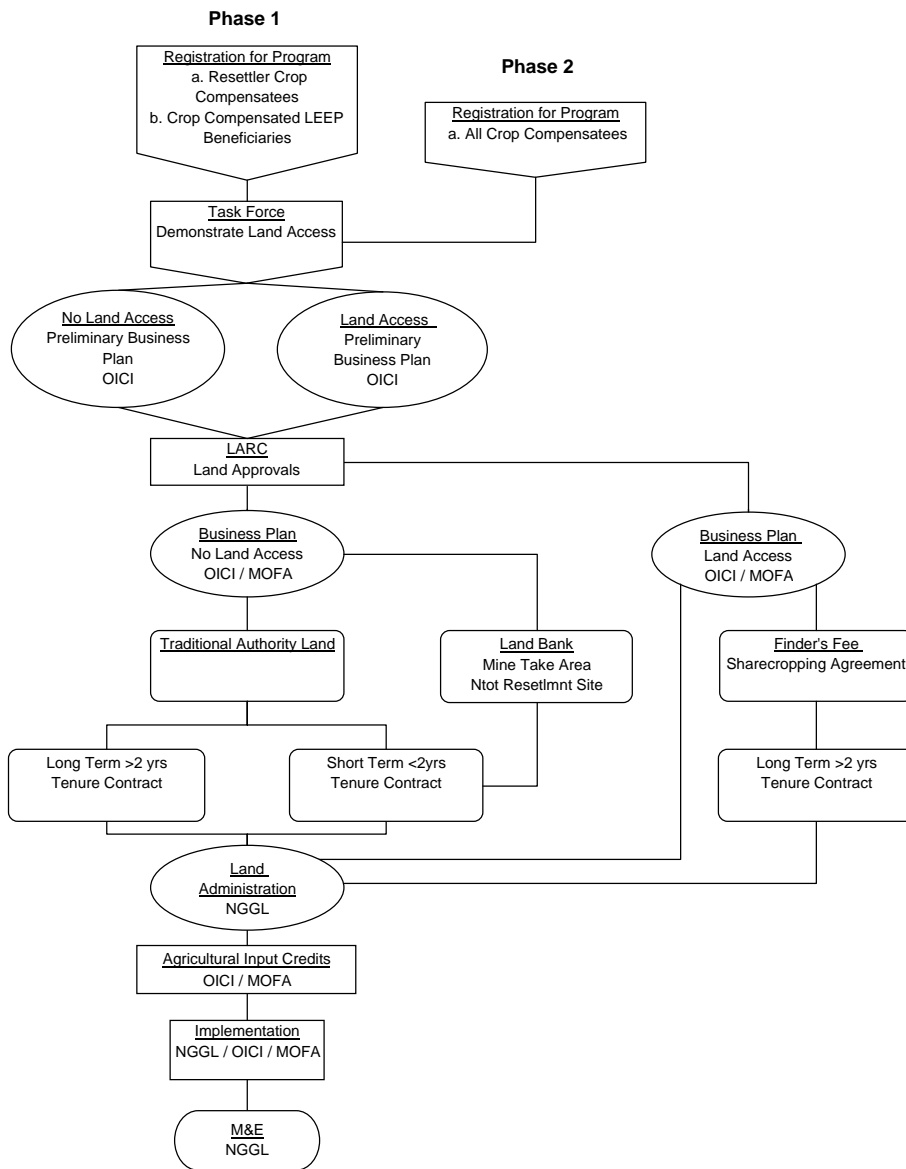
- Radio Discussion on Radio BAR and Nananom
- Community meetings (Resettlement Sites)
- Stakeholder Meetings (eg Meeting with Chiefs)
- Develop and distribute leaflet/brochure about programme
- File stories in the dailies and newsletters

**Activity Plan**

Date	Stakeholder Group	Activity	Objective	Remarks
DAY 1	Ministry of Food & Agriculture	Write formally to invite them to serve on LARC	To formalize their participation in the committee and also spell out their role	
DAY 2	Chiefs and Elders	Palace Visits and formal invitation to serve on LARC	<ul style="list-style-type: none"> <li>✓ To inform and discuss program with traditional community leaders</li> <li>✓ Seek their input &amp; support</li> <li>✓ Seek nominations for Land Access Review Committee</li> </ul>	
DAY 3	District Assembly	Write formally to invite them to serve on LARC	<ul style="list-style-type: none"> <li>✓ Inform</li> <li>✓ Seek views</li> <li>✓ Solicit their support to encourage participation</li> <li>✓ Seek nomination for Land Access Committee</li> </ul>	
DAY 4	Farmers Groups/Chief farmers	Information Meetings	<ul style="list-style-type: none"> <li>✓ Inform and seek views</li> <li>✓ Encourage participation for those who have no access to land.</li> </ul>	
DAY 5	Multi-stakeholder Land Access Review Committee Meeting	First Meeting	<ul style="list-style-type: none"> <li>✓ Access registered farmers and verify land use rights.</li> </ul>	
DAY 6	<ul style="list-style-type: none"> <li>✓ OLA Resettlement Site</li> <li>✓ Ntotroso Resettlement Site</li> </ul>	Community meeting	<ul style="list-style-type: none"> <li>✓ To discuss details of program with the communities</li> </ul>	
DAY 7	RNC	Information and Invitation Meeting	<ul style="list-style-type: none"> <li>✓ To inform and discuss program with community representative</li> <li>✓ Seek participation in the LARC.</li> </ul>	
DAY 8	Youth Associations	Information Meetings	<ul style="list-style-type: none"> <li>✓ Inform them about the program</li> <li>✓ Seek their views on the program</li> </ul>	
DAY 9	Radio Stations	Radio Broadcast Starts	<ul style="list-style-type: none"> <li>✓ Broadcast Land Access Program to communities</li> </ul>	

# Annex 2

# Agricultural Improvement and Land Access Program



# Annex 3

**Agricultural Improvement and Land Access Registration Form**

Date:

Filled Out By:

Project ID No.:

1. Name(s)

2. I.D. No. and Type (Voters Registration Card, Birth Certificate):

3. Community, house address and/or Plot #:

4. Have you received Crop Compensation from NGGL for fields in the Mine Take Area? Y / N

- If Y, do you have proof? Y / N (Document proof)
- Details of poof:

Name:

Field ID #:

Location:

- If N, go get the proof and return or enter into pending registration list and await further instruction

5. Have you been resettled? Y / N

6. Do you currently live in a Resettlement Site? Y / N

7. What is the name of the house owner? Name

8. What is the No./Plot #?

9. Are you the head of the Household? Y / N

- If Y, list members of your Household who have received Mine Take Area crop compensation:

- If N, then go get head of household.

[If Head of Household is not available then advise applicant they will have to be confirmed as a member of HH living in the Resettlement Site – (they are now on a Pending Registration List to be followed up once others are processed)]

10. Are you a LEEP Trainee registered in agriculture? Y / N

- If Y, verify from LEEP list.

11. Verification of Resettlement HH Heads and LEEP beneficiaries (LARC Cover Sheet).

- Fill out Task Force Sheet
- ID Tag: send information Y : N

12. Do you have access to land?

13. Generally, where is your field located?

14. Receipt No.:

Applicant Signature / Thumbprint:

Date:

# Annex 4



# NGGL Agric Improvement Program

<b>Project_ID:</b> <b>Name</b> <b>Gender</b> <b>Status in Household</b> <b>House Address</b> <b>Stool:</b> <b>Compensated fields</b>	<b>LEEP Train</b> <input type="checkbox"/> <b>Land Access</b> <input type="checkbox"/>	<div style="border: 1px solid black; height: 150px; margin: 0 auto; width: 80%;"> <p style="font-size: 2em; color: gray; margin: 0;">Photo</p> </div>
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Field Code	Acre	Mine Component	Farm.Stool
------------	------	----------------	------------

<b>LARC Recommendation</b>	<b>Demonstrated Land</b> <input type="checkbox"/> <b>Traditional A.</b> <input type="checkbox"/> <b>Land M.T.L.B</b> <input type="checkbox"/>					
<b>Field ID</b>	<b>Tenure(O,S,C)</b>					
<b>Location</b>	<b>Name of L. Owner</b>					
<b>Stool</b>	<b>House #</b>					
<b>Area (Acre)</b>	<b>Town</b>					
<b>Vegetation (A.I, A.H, E.I, E.H, F)</b>	<b>A.I</b> <input type="checkbox"/>	<b>Region</b>				
	<b>A.H</b> <input type="checkbox"/>	<b>District</b>				
	<b>E.I</b> <input type="checkbox"/>	<b>Assemblyman</b>				
	<b>E.H</b> <input type="checkbox"/>	<b>Youth executive</b>				
	<b>F.</b> <input type="checkbox"/>	<b>Agreement attached</b>	<input type="checkbox"/>			
<b>Crop type and percentage coverage</b>	<b>Have a written agreement</b>		<input type="checkbox"/>			
<b>Traditional land allocation fee</b>	<input type="checkbox"/> <b>Cash</b>	<b>Assistance package</b>	<b>Food</b> <input type="checkbox"/>			
	<input type="checkbox"/> <b>Crop</b>		<b>Crops</b> <input type="checkbox"/>			
<b>Land Clearing paid</b>	<input type="checkbox"/>		<b>Combined</b> <input type="checkbox"/>			
<b>Is farmer food self sufficient</b>		<b>Sharing Ratio</b>	<b>Cash crop</b>	<b>L.O</b>	<b>S.C</b>	<b>C.T</b>
			<b>Food crop</b>	<b>L.O</b>	<b>S.C</b>	<b>C.T</b>
		<b>Period</b>	<b>Start</b>			
			<b>End</b>			

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# NGGL Agric Improvement Program

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**LARC Notes**

**LARC Recommendation**

# Annex 5

## **Land Allocation Review Committee**

### **1.0 Introduction**

Construction of the Newmont Ghana Gold Ltd (NGGL) Ahafo South Mine in Asutifi District of Brong Ahafo Region, Ghana involves converting approximately 3,000 hectares of land, from mixed-use by local communities, to mining use for an open pit complex and two resettlement villages.

Within the Ahafo South Project Area, about 97% of the pre-Project population identified farming as their primary livelihood activity. Notwithstanding recent industrial activity associated with the Project, agriculture is the backbone of the local economy. Approximately US\$14 m in compensation for planted crops was paid to about 3,000 farmers spread over about 7,000 fields.

NGGL is rolling out an Agricultural Improvement and Land Access Program. The purpose of the Agricultural Improvement and Land Access Program is to offer assistance in the form of agricultural inputs for all compensated farmers in the Project Area and in the process facilitate land access to those farmers that as a direct result of Project activities no longer have access to land.

### **2.0 Problem**

NGGL must verify claims of land access and food security by compensated farmers and landowners. The problem is four-fold: (a) compensated farmers with access to land need to have their land claims verified in the field before receiving agricultural inputs; (b) compensated farmers without access to land need to have his or her land access status verified before having access to land facilitated by the Company; (c) registered farmers who are sharecropping require verification of the sharecropping arrangement; and (d) registered farmers need to select crop inputs based on food security.

### **3.0 Strategy**

NGGL's strategy is for a multi-stakeholder committee to verify land access and food security status, providing, in effect, a peer evaluation. The Committee provides a case by case assessment of each registered farmer's selection of agricultural assistance and verification of land access status. Land access and food security assessments rely on comprehensive local knowledge of land use and agricultural practices.

### **4.0 Land Allocation Review Committee**

Two Land Allocation Review Committees (LARC) have been established according to customary stools of Ntotroso, Wamahinso, Gyedu, Kenyase No. 1 and Kenyase No. 2. The Ministry of Food and Agriculture and OICI will provide an advisor to each committee. The LARCs will be responsible for recommending appropriate agricultural assistance.

#### 4.1 LARC Representation

##### *Kenyase No. 1 and No. 2 Stools Land Allocation Review Committee Representatives*

- Kenyase Resettlement Community - 1
- Kenyase No. 1 and No. 2 Traditional Authority – 6 (including two women)
- Chief farmer from each of Kenyase No.1 and No.2
- District Assembly -1
- Company -1

##### *Ntotroso Stool Land Allocation Review Committee Representatives*

- Ntotroso Resettlement Community -1
- Divisional Council – 3 (including one woman)
- Chief Farmer from Ntotroso
- District Assembly -1
- Company -1

#### 4.2 LARC Roles and Responsibilities

##### *Chairperson*

The Chairperson was nominated and voted for by the members of the Committee by a simple majority vote at the first meeting. The Chairperson presides over all meetings of the Committee. In the absence of the Chairperson, any member of the committee can be nominated to act as the Chairperson for the day.

##### *Vice Chairperson*

The Vice Chairperson was nominated and voted for by the members of the Committee by a simple majority vote at the first meeting. The Vice Chairperson is responsible for coordinating the week's activities with the field verification Task Force and coordinating any action in support of the Committee's functions towards final recommendations for Program applicants.

##### *Secretary*

A Secretary was appointed by the Committee whose main function is the recording of proceedings of all Committee meetings. The Secretary is responsible for documenting actions undertaken by the Committee and the results of those actions. The Secretary is responsible for logging and registering all formal grievances with the Company's External Affairs Department.

#### 4.3 LARC Representative Removal

The Chair, Vice-Chair and/or Secretary can be removed from his or her position through the same process above if he or she is found to have been involved in any of the activities.

- Divulged confidential information to an outsider

- Misconduct

#### 4.3 LARC Functions

The Committee is responsible for interviewing applicants to the Agricultural Improvement and Land Access Program and reviewing each applicant's Program Registration Log. The Committee undertakes the following activities:

1. Assess claimed land access status of compensated farmers including:
  - i) Customary entitlement to land for land ownership claims
  - ii) Sharecropping agreements for existing sharecropping claims
  - iii) Caretaking agreements for existing caretaking claims
  - iv) Claims of no access to land
2. Approve land tenure stream as outlined in a preliminary Business Plan for each applicant without land access, including:
  - i) Verifying location and use of old fields in the Mine Take
  - ii) Approving and allocating sharecropping arrangement for new fields located in Royal Land
  - iii) Verifying location of fields and approving terms of sharecropping arrangement for proposed sharecropping claims (i.e. registered farmer comes with land owner)
3. Approve assistance package as outlined in a preliminary Business Plan for each applicant without land access, including:
  - i) Assessing crop production needs for personal consumption
  - ii) Assessing and approving cash crop package requests
4. Approve assistance package for those who have demonstrated access to land, including:
  - i) Assessing crop production needs for personal consumption
  - ii) Assessing and approving cash crop package requests
5. Visit field locations and validate claims and information provided by the applicant, and Land Assessment Team.
6. Delegate or assign any of its members to undertake activities in support of the above functions.
7. Document all actions and results in support of undertaking above functions.
8. Register all formal written grievances for submission to the Company and/or informing claimants of the grievance process.
9. Facilitate receipt of agricultural assistance packages.

## **5.0 Schedule**

The Ntotroso LARC holds regular sittings at the Catholic Church in Ntotroso. The Committee meets two days a week.

The Kenyase LARC holds regular meetings at the Ministry of Food and Agriculture building in Kenyase No. 1. The Kenyase LARC meets two days a week.

# Annex 6



## Task Force Field Verification

---

### Background

1. Date:
  
2. Filled Out By:
  
3. Name (list all names used including nicknames):
  
  
4. Project I.D. #:
  
  
5. Physical Address of Applicant (Farmer):  
Town:  
  
House No.:  
  
Landowner:  
  
Assemblyman:
  
6. Are you a: a) Landowner (LO)  
b) Sharecropper (SC)  
c) Caretaker (CT)
  
7. If b) and/or c) what is the landowner's physical address?
  
  
8. Description of where the land is (stool, District, Region):
  
  
9. Estimate of field area:
  
  
10. Who are neighbouring farmers?

**Field Data**

Filled Out By:

Map Coordinate:

1. Name:

2. Actual location of field (stool, District, Region):

3. Is field: (a) cultivated (b) fallow

(a) If cultivated, what crops and estimate of percentage of land coverage:

(b) If cultivated, will individual have enough to feed him/herself including dependents once harvested?

(c) If fallow, for how long and condition of the land (e.g. elephant grass, forest 10 years old, with old crops, etc.)

(d) If fallow, what is the percent coverage of the following:

<b>Vegetation Type</b>	<b>% Coverage</b>
Acheampong Light	
Acheampong Heavy	
Elephant Light	
Elephant Heavy	
Forest / Forest Underbrush	

Comments:

4. Estimate of field size?

5. Who are the neighbouring farmers?

6. Do the neighbouring farmers corroborate the registered farmer's land claim?

7. Does the landowner agree with field size/location of SC or CT?

8. If landowner, how much land is available:

9. If landowner, are any sharecroppers or caretakers using the land: Y / N

(a) Nature of sharecropping and/or caretaking arrangement (division of cash crop proceeds and division of land):

Division of cash crops: LO                      SC                      CT

Division of land: LO                      SC

(b) Do you have a paper copy of SC or CT arrangement? Y / N

(c) Is the copy attached? Y / N

10. If landowner, do you want additional sharecroppers?

**Verification**

1. Traditional Authority Representative

Name:

Title:

Signature/Thumbprint:

2. Chief Farmer Representative

Name:

Title:

Signature/Thumbprint:

3. Survey

Name

Signature

4. Landowner

Name:

Signature

5. Landowner Extended Family

Name:

Signature

6. Sharecropper

Name:

Signature

# Annex 7

# Annex 8

# Annex 9

NGGL

### Schedule of Land Clearance Rates

A Task Force made up of: a) Kenyase 1 or 2 Traditional Authority Representative  
b) Kenyase 1 or 2 Chief Farmer Representative  
c) Company Surveyor


will determine the category/type of vegetation covering the designated field to be cleared or that has been cleared.

The following rates have been agreed by the Land Allocation Review Committee and will be applied by NGGL for land clearing:

	Forest Underbrush Clearance*	Acheampong Light	Acheampong Heavy	Elephant Light	Elephant Heavy
Weeding Rate (1 ac/day)	350,000	265,000	305,000	310,000	350,000
Food (1 day)	50,000	35,000	45,000	40,000	50,000
<b>Total (1 ac)</b>	<b>400,000</b>	<b>300,000</b>	<b>350,000</b>	<b>350,000</b>	<b>400,000</b>

\*Weeding includes clearance of all brush up to and including 10 inches diameter.

The above rates are fair remuneration for land clearance in the Asutifi District and have the approval of the members of the Land Allocation Review Committee:

1. Signature:  Date 6-4-06

Name: Mana Boakye Boateng Gyebour (Ankobeahene) KI

Position: Representative Kenyase 1 Traditional Authority

2. Signature:  Date 6-4-06

Name: Mana Kwabena Adjei

Position: Representative Kenyase 1 Traditional Authority

3. Signature:  Date 6-4-06

Name: Mana Ama Acheampong (Onankwena Kyidame)

Position: Representative Kenyase 1 Traditional Authority




NGGL

4. Signature:  Date 06-04-06

Name: NANA KONIOR-FOFIE

Position: Representative Kenyase 2 Traditional Authority

5. Signature:  Date 6-04-06

Name: NANA OPOKU ANINI

Position: Representative Kenyase 2 Traditional Authority

6. Signature:  Date 6-04-06


Name: NANA ABENAA AGYAROMAA

Position: Representative Kenyase 2 Traditional Authority

7. Signature:  Date 6/04/06


Name: Kwaku Agy-Bodye

Position: Kenyase 1 Chief Farmer

8. Signature:  Date 6/04/06

Name: Nana John Amankwael

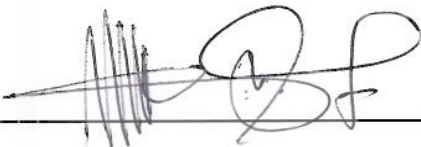
Position: Kenyase 2 Chief Farmer

9. Signature:  Date 06-04-06

Name: Alex Agyare

Position: Kenyase Resettlement Community

NGGL

10. Signature: 

Date 6/04/06

Name: Antwa Boasraho Kofi

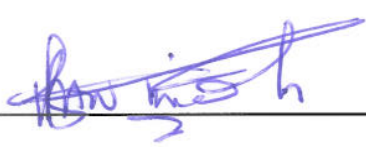
Position: District Assembly

11. Signature: 

Date: 6<sup>th</sup> APRIL 06

Name: KWAKU MINKA FORSTOUR


Position: MOFA

12. Signature: 

Date 06/04/06

Name: Aikoto-Nimoh Frederic

Position: OICI

13. Signature: 

Date 13/04/06

Name: Randy Barnes

Position: NGGL External Affairs Manager

NGGL

### Schedule of Land Clearance Rates

A Task Force made up of: a) Divisional Council Representative  
b) Ntotroso Chief Farmer Representative  
c) NGGL Surveyor

will determine the category/type of vegetation covering the designated field to be cleared or that has been cleared.

The following rates have been agreed by the Land Allocation Review Committee and will be applied by NGGL for land clearing:

	Forest Underbrush Clearance*	Acheampong Light	Acheampong Heavy	Elephant Light	Elephant Heavy
Weeding Rate (1 ac/day)	350,000	265,000	305,000	310,000	350,000
Food (1 day)	50,000	35,000	45,000	40,000	50,000
Total (1 ac)	400,000	300,000	350,000	350,000	400,000

\*Weeding includes clearance of all brush up to and including 10 inches diameter.

The above rates are fair remuneration for land clearance in the Asutifi District and have the approval of the members of the Land Allocation Review Committee:

1. Signature: 

Date 7-04-06

Name: Barima Twereku Ampem III

Title: Ntotrosohene

Position: Representative Divisional Council

2. Signature: 


Date 7-4-2006

Name: Nana Owusu Abochie

Title: Gyasehene Ntotroso

Position: Representative Divisional Council

NGGL

3. Signature:  Date 7/4/06

Name: Nana Buffom Okye Darko Anuako II

Title: Shrontihene / Syyechi

Position: Representative Divisional Council

4. Signature:  Date 7/4/06

Name: Nana Ofori Boncu

Title: Akwamuhene / Mamachini

Position: Representative Divisional Council

5. Signature:  Date 12/04/06

Name: NANA ATUAHENE-ACHEAMPONG

Title: CHIEF FARMER, NIDIKOSO


Position: Ntoroso Chief Farmer

7. Signature:  Date 07-04-06

Name: Bonnah K. Nkoko

Title: Resettlement Rep

Position: Ntoroso Resettlement Site

8. Signature:  Date 7/04/06

Name: Anini Boasiako Koti

Title: DISTRICT ASSEMBLY

NGGL


Position: District Assembly

9. Signature:  Date: \_\_\_\_\_

Name: Kwaku Minka Fordjour

Title: DISTRICT DIRECTOR

Position: MOFA

10. Signature:  Date 7/04/06

Name: Alpha-Benjamin Bonzali

Title: Programme Coordinator

Position: OICI

11. Signature:  Date 13/04/06

Name: Randy Barnes

Title: External Affairs Mgr

Position: NGGL

# **Annex 10**

# Annex 11

# Annex 12



## SHARECROPPING AGREEMENT

Memorandum of an Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_ District of the \_\_\_\_\_ Region of Ghana (hereinafter referred to as the Landowner/1<sup>st</sup> party) and \_\_\_\_\_ of \_\_\_\_\_ in the Asutifi District of Brong Ahafo Region of Ghana (hereinafter referred to as the Sharecropper/2<sup>nd</sup> party).

Whereby it is mutually agreed between the parties as follows:

1. That the landowner by name \_\_\_\_\_ offers by way of his own personal piece or parcel of plot of land located and situated at location identified on the hereto attached map (Attachment 1).
2. Whereas the said land is free from all encumbrances and has not been previously sold, pledged, mortgaged, transferred or any other mode of conveyance.
3. Whereas the landowner herein has decided to develop the said land into \_\_\_\_\_ farm and needs someone to take the responsibility.
4. And whereas the sharecropper/2<sup>nd</sup> party herein has consented to do so.

Now therefore in consideration of the sum of ( \_\_\_\_\_ ) \_\_\_\_\_ Cedis paid and provided by the 2<sup>nd</sup> party to the 1<sup>st</sup> party as customary *Aseda* (Thanks Offering Fee) the receipt thereof the first party acknowledges: It is hereby agreed by both parties as follows:

1. That the 1<sup>st</sup> party hereby releases to the 2<sup>nd</sup> party the land as described above for the cultivation of \_\_\_\_\_ according to the traditional *Abunu* System.
2. That the 2<sup>nd</sup> party shall clear the land seasonally plant \_\_\_\_\_ and food items therein, manage and brush same and maintain same wherever weedy at his own expense.
3. That the commencement of the agreement or work is this farming season. When the farm has reached maturity, it will be divided into two by an independent person agreed to by the two parties, whereof the Landowner takes one-half (1/2) and the Sharecropper takes one-half (1/2). The Landowner has first choice of the division.
4. Before the sharing of the farm into two, any proceeds from the cash crop of the farm would be divided into three whereof the Landowner takes one-third (1/3) of the division and the Sharecropper takes two-thirds (2/3) of the division for the maintenance of the farm and himself.
5. The Sharecropper shall have full rights to all food crops produced on the farm by his or her labour. The Landowner shall negotiate with the Sharecropper any rights to the use of the food crops in the farm as attached to this agreement.
6. Within six years from the date of the agreement, the Landowner reserves the right and power to abrogate the agreement and take possession of the land exclusive to the 2<sup>nd</sup> party in case the Sharecropper fails or neglects to do the work satisfactorily as expected of him and subject to prior inspection by independent persons testifying to unsatisfactory work of the 2<sup>nd</sup> party.
7. That, in case the farming contractor is unable to develop the whole land released to him for such purpose and was able to develop a portion leaving a portion undeveloped, the developed

portion shall be shared between the two and the undeveloped portion shall be taken by the landowner exclusive to the 2<sup>nd</sup> party.

8. In the event of death or disability of the 1<sup>st</sup> party, the Landowner's family shall uphold this agreement. In the event of death or disability of the 2<sup>nd</sup> party, the decision to continue with this arrangement will reside with next of kin.

9. In cases of dispute over completion of expected work on the farm or division of proceeds from cash crops, a sub-Committee of the Land Allocation Review Committee, consisting of representatives from the Traditional Authority, District Assembly, Chief Farmer, MOFA and NGGL, will review the claims of the parties in dispute and recommend a resolution. The sub-Committee must hear cases within three years of the signing date of the Sharecropping Agreement.

10. That neither party shall have the right to mortgage, transfer, pledge, sell or anyway transfer the \_\_\_\_\_ farm to anyone during the subsistence of this agreement.

11. That either party shall be faithfully and just to the other under the terms of this agreement.

**UNDERSTANDING AND ACCEPTANCE:**

This Agreement has been fully interpreted and explained to both parties who confirm that they understand, accept and shall abide by the contents hereof.

The Sharecropper has no objection to making this Agreement and executes it freely and voluntarily and confirms that he has no further claims against the landowner except as stated herein.

This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any Agreement, understanding or arrangement which is not expressly set forth in this Agreement.

This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties hereto or their duly authorized representatives.

IN WITNESS of which the parties have executed this Agreement on this \_\_\_\_\_Day, Month of \_\_\_\_\_ in the Year\_\_\_\_\_.

Sharecropper Name: \_\_\_\_\_

Signed/Thumbprint: \_\_\_\_\_ (Sharecropper)                      Date: \_\_\_\_\_

Landowner: \_\_\_\_\_

Signed/Thumbprint \_\_\_\_\_ (Landowner)                      Date: \_\_\_\_\_

Landowner Family Member: \_\_\_\_\_

Signed/Thumbprint \_\_\_\_\_ (Family Member) Date:

LARC Representative Name: \_\_\_\_\_

Signed/Thumbprint: \_\_\_\_\_ (LARC Rep) Date:

I, \_\_\_\_\_ having first truly and audibly read over and translated to the Sharecropper in the \_\_\_\_\_ Language the contents of this document, which he/she appeared perfectly to understand the same and affixed his/her signature/thumbprint in the presence of:

Signed/Thumbprint \_\_\_\_\_ (Sharecropper) Date:

Signed/Thumbprint \_\_\_\_\_ (Landowner) Date:

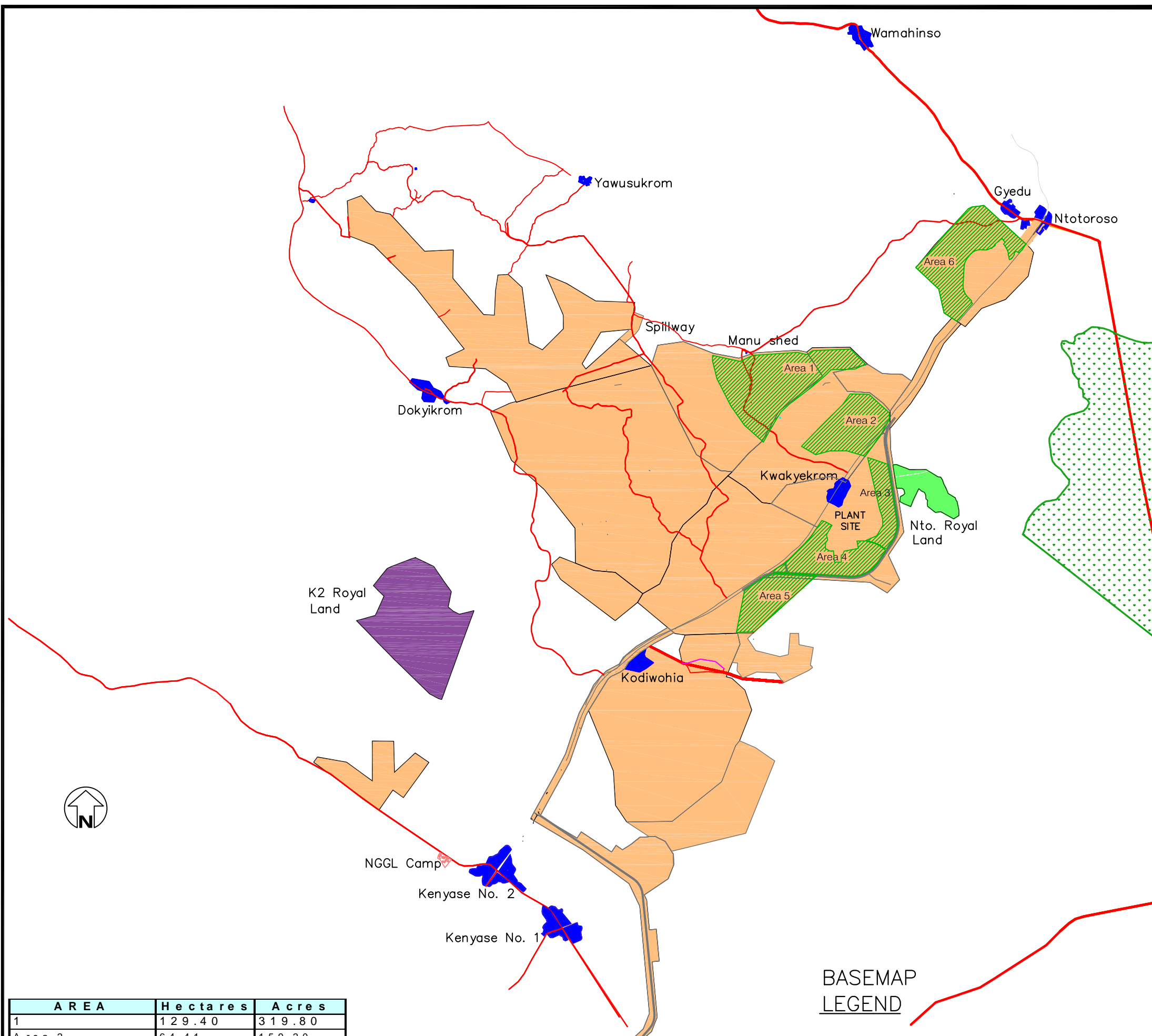
Signed/Thumbprint \_\_\_\_\_ (LARC Representative) Date:

Cc: NGGL Land Administration Office

: Registrar \_\_\_\_\_ Traditional Council

: Asutifi District Assembly

# Annex 13



AREA	Hectares	Acres
1	129.40	319.80
Area 2	64.41	159.20
Area 3	29.36	72.50
Area 4	56.29	139.10
Area 5	46.84	115.70
Area 6	93.16	230.22
<b>Total</b>	<b>419.46</b>	<b>1036.52</b>
Nto. Royal Land	35.52	87.76
Cultivated area	10.05	24.84
Uncultivated area	25.46	62.92
K2 Royal Land	174.22	430.47
Cultivated area	53.98	133.38
Uncultivated area	103.74	256.32

- Existing Secondary Road
- Towns/ Villages
- Forest Reserve
- K2 Royal Land
- Ntoroso Royal Land
- Land Bank

BASEMAP LEGEND

NEWMONT MINING CORPORATION

NEWMONT GHANA

AHAFO PROJECT

**Available Land for Temporary Farming**

Coordinates are in Ghana National Grid (GNG)

SCALE: 0 200 400 600 800 1000

File Path/Name: F:\v\m\l\g\g\g\GLM\_Available Farm Land.dwg

Date: April 2010, 09:00

Author: JAM

Checked: AE

Approved: J

# Annex 14

# DRAFT AHAFO SOUTH LAND BANK LEASE AGREEMENT NEWMONT GHANA GOLD LIMITED

## **Introduction**

Newmont Ghana Gold Limited (“NGGL”) has acquired surface rights to land (“the Property”) as outlined in the Guide to Land Acquisition and Compensation (NGGL, 2005) and Resettlement Action Plan (NGGL, 2005) under the authority of NGGL’s Mining Lease of XXXX. NGGL has identified land for which it has compensated for crops that may be used for farming purposes. Such lands are not required for mine infrastructure, exploration or development purposes over the short term (at least 2 years from date of Lease signing). NGGL will facilitate use of the Property by crop compensated individuals (“the Sharecropper”) who currently do not have access to land located outside the area NGGL has acquired. The Mining Lease Area and land available for short-term and temporary farming are identified on the map attached hereto as Exhibit A.

## **Use of Lands**

With the express consent of NGGL, the Sharecropper identified below is hereby granted the right to occupy and conduct farming activities on the Property identified on the map attached hereto as Exhibit B and subject to the terms and conditions of occupancy listed below.

## **Terms and Conditions of Occupancy**

The Sharecropper undersigned hereby confirms and irrevocably undertakes as follows:

- a) He/she, his family, successors and assigns hereby indemnifies NGGL against any claim made by another party claiming to be the owner or a person having an interest in the said Properties. If such a claim is lodged then he shall take over and defend in his own name and at his own expense the defense against said claim or case.
- b) He/she has not and shall not at any time sell, pledge or in any way alienate or transfer the Property during the period of occupancy without the prior written consent of NGGL.
- c) The Tenant shall not construct buildings or infrastructure of whatever kind on the Properties without the prior written authorization of NGGL. In no case shall any such buildings or infrastructure be eligible for compensation.
- d) Upon execution of this agreement the Tenant shall not be entitled to any claim whatsoever against or compensation from NGGL, its successors or assigns, for any damage to crops, buildings or infrastructure caused by exploration or development activities on the Property.
- e) At NGGL’s sole discretion, the Tenant shall be given thirty (30) days advance written notice of NGGL’s need to occupy the Property. Upon such notice, Tenant shall have 30 days to remove all salvageable materials and crops. After said thirty days no further notice will be given and NGGL shall have the right to clear the Property and/or demolish any buildings and other infrastructure.

You hereby agree that NGGL and any of its affiliates or subsidiaries will be held harmless from any and all losses, claims, actions, suits (including costs and reasonable attorneys fees), and damages, including, but not limited to: (i) injury, bodily or otherwise, to or death of persons; (ii) damage to or destruction of property belonging to you as the land occupant;(iii) violation of any law, regulation, decree, code, ordinance, or other act of any governmental authority; and (iv)

environmental liabilities, to the extent the same arise out of or are in any way connected with your occupancy of the Property.

**UNDERSTANDING AND ACCEPTANCE:**

This Agreement has been fully interpreted and explained to the Sharecropper who confirms that he understands, accepts and shall abide by the contents hereof.

The Sharecropper has no objection to making this Agreement and executes it freely and voluntarily and confirms that he has no further claims against the Company except as stated herein.

This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any Agreement, understanding or arrangement which is not expressly set forth in this Agreement.

This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the parties hereto or their duly authorized representatives.

IN WITNESS of which the parties have executed this Agreement on this \_\_\_\_\_Day, Month of \_\_\_\_\_ in the Year\_\_\_\_\_.

Sharecropper Name: \_\_\_\_\_

Signed/Thumbprint \_\_\_\_\_ (Sharecropper) Date

NGGL Representative: \_\_\_\_\_

Signed \_\_\_\_\_ (NGGL) Date

I, \_\_\_\_\_ having first truly and audibly read over and translated to the Sharecropper in the \_\_\_\_\_ Language the contents of this document, which he/she appeared perfectly to understand the same and affixed his/her signature/thumbprint in the presence of:

Signed \_\_\_\_\_ (Sharecropper) Date

Signed \_\_\_\_\_ (NGGL) Date



# Annex 15

Agricultural Improvement and Land Access Program	2006												2007
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
<b>1 Implementation</b>	[Shaded]												
a. Casework	[Shaded]												
<b>2 Administration</b>	[Shaded]												
a. Establish Agriculture Register	[Shaded]	[Shaded]											
b. Staffing													
<i>OICI SPO (Agriculture x 2)</i>			[Shaded]	[Shaded]									
<i>OICI CDO (Agriculture x 10)</i>			[Shaded]	[Shaded]									
<i>OICI Resource Officers (Business x 5)</i>				[Shaded]	[Shaded]								
<i>NGGL PCO (Agriculture x 1)</i>				[Shaded]	[Shaded]								
<i>MOFA (Agriculture x 10)</i>				[Shaded]	[Shaded]								
c. Land Allocation Review Committee Training & Operations			[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
d. Land Access Task Force Training and Operations			[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
d. Land Administration Office			[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Hiring Land Administrator (x1)</i>	[Shaded]	[Shaded]											
<i>Hiring Land Officers (x2)</i>	[Shaded]	[Shaded]											
<b>3 Monitoring</b>													
a. Monitoring and Evaluation Program							[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
b. Quarterly Surveys		[Shaded]				[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
c. Land Use Study							[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<b>4 Training and Assistance</b>													
a. Business Plan Training													
<i>Market Training</i>					[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Money and Financial Management</i>				[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
b. Agricultural Assistance and Training													
<i>Field Inputs</i>					[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Extension Services</i>					[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Crop Packages</i>					[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
c. Land Access													
<i>Traditional Land Access</i>				[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Royal Lands</i>				[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<i>Land Bank</i>				[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]	[Shaded]
<b>5 Evaluation</b>													
a. RAP Evaluation				[Shaded]						[Shaded]			

Program to be Reviewed and Scheduled After First Year