



Forest Peoples Programme

1c Fosseyway Business Centre, Stratford Road, Moreton-in-Marsh GL56 9NQ, UK
tel: +44 (0)1608 652893 fax: +44 (0)1608 652878 info@forestpeoples.org www.forestpeoples.org



5th September 2012

Unfulfilled Promises: A note on the KFCP's recent attempts to respect the rights of affected communities on the Kapuas River, Central Kalimantan

Introduction

Following a field visit to the site of the Kalimantan Forest Carbon Partnership (KFCP) in Kuala Kapuas, Central Kalimantan in May 2011, the Forest Peoples Programme and Yayasan Pusaka sent a letter to the KFCP raising concerns about the project's impact on local communities. The letter presented information reported to us by community members on problems they were encountering with the KFCP. The letter requested the KFCP to respect the right of the affected communities to give or withhold their Free, Prior and Informed Consent (FPIC) to project developments. Particular aspects of FPIC mentioned in the letter included:

- Ensuring community understanding of information presented by the KFCP;
- Respecting of rights of communities to their customary lands;
- Sequencing the project in order to seek and obtain community consent for each stage of the project, participatory mapping, conducting impact assessments, process of agreeing on benefit sharing, compensation, dispute resolution etc.

KFCP replied to the letter in February 2012, noting that “much has happened in the past nine months”. The most significant progress that KFCP claimed to have achieved was community participation in the development and signing of agreements between seven villages and the KFCP. The seven village agreements concern improving livelihoods, environmental services, procedures of compensation, etc. The agreements set out the roles and responsibilities for villages and the KFCP in undertaking KFCP project activities. In its current phase, the KFCP covers some 120,000 hectares and directly affects 7 villages (or *Desa*) and 7 hamlets (or *Dusun*).

The KFCP letter claimed that it has consistently respected the right of each community to give or withhold its FPIC. The letter states that each village agreement provides, “a comprehensive framework for cooperation on REDD+ and a legal basis for KFCP to make payments to communities in return for efforts to protect peat swamp forest, rehabilitate degraded peatlands, and so contribute to reducing GHG emissions”. The letter states that:

- There will be no KFCP activity on community lands without their consent
- KFCP will not seek to change the legal status of community’s lands without their consent
- KFCP respects community rights to their lands and natural resources
- Monitoring of all activities under the agreement will be undertaken by groups the communities have chosen.

The KFCP letter stated that before the signing of the village agreements, broad consultations were held in every village, noting that, “We have made a serious and sincere effort to ensure the consultation processes meet a high standard (as agreed at the Cancun COP) and protect and respect the rights of the people concerned”.

The Forest Peoples Programme and Yayasan Pusaka (FPP and Pusaka) have regularly visited the communities affected by the KFCP during 2011 and throughout 2012 until the present (September 2012), and can report that there have been many protests and complaints by affected communities concerning the violation of their rights by the KFCP, in particular their right to give or withhold their FPIC in regard to KFCP plans and activities. The following sections describe examples of the failure of the KFCP to respect the rights of affected communities, as reported to FPP and Pusaka by community members.

The right to FPIC

The villages that have signed agreements with the KFCP primarily make their living from agriculture. Households produce food, fibre, resins, medicines and fuel from farms located up to seven kilometres from their villages, which they access via small and large canals. One of the activities of the KFCP has been the closure of canals. Farmers from several of the affected villages have reported to FPP and Pusaka that they have lost access to their farms due to the closure of the canals that they use to access their farms, and that they had not given their consent for these canals to be blocked. Farmers also complained that the KFCP had taken over their lands without their consent, with some farmers reporting loss of all access to their farm lands.

The communities on the Kapuas River where the KFCP is situated have a long history of growing rubber gardens for cash income. On several occasions over the last two years, community members have requested support from the KFCP to help them establish rubber gardens on appropriate sites. However, community members reported that this request has not been met, and instead KFCP has insisted on establishing tree species that have little economic

value for communities. The failure of KFCP to respond to the requests for assistance in establishing rubber plots was reported to FPP and Pusaka as a crucial factor undermining trust between the communities and the KFCP.

The presence of KFCP has increased pressure on the communities to accept government interventions, of which the KFCP is part. Before the KFCP, community members reported that they rarely experienced police squads coming to their villages, but that since the KFCP arrived in their villages, this has become a regular occurrence. Community members report that on several occasions when they were protesting about the activities of the KFCP, police arrived in their village, and the communities felt intimidated into not raising their concerns.

The Right to Full Information

Affected villagers have regularly complained to FPP and Pusaka about lack of information from the KFCP about its plans and activities. Although KFCP asserts that it has informed the communities about its plans, community members report that its approach of ‘sending off documents’ has not built a common understanding about the project, and that there have rarely been open discussions with KFCP representatives in well attended community meetings. We were informed that the target of the documents were only people that the KFCP had identified as persons willing to collaborate with the KFCP rather than those with concerns and complaints.

In the April 2012 workshop *Peluang dan Tantangan Implementasi REDD+ Tingkat Desa Melalui Perjanjian Desa* (Challenges and Opportunities in Implementation of REDD+ through Village Agreements), organised by the KFCP in Palangkaraya, in which FPP participated, the majority of village heads (Kepala Desa and Village Assembly Council) in attendance stated that they had not received sufficient information from the KFCP. A resource person from Petak Putih village gave a presentation on her experiences with the KFCP’s consultation processes, the content of the village agreement, the implementation of safeguards, and her opinion of the agreement. In her brief presentation, she stated, “I am here because of the KFCP. The KFCP’s presence in our village has made illegal logging fade away”. At once other representatives from Petak Putih village clarified that there has not been illegal logging in their village since their peat forests were converted to agricultural lands in the Soeharto era. Another resource person from Petak Putih village stated, “Of course we are here because of the invitation of KFCP, but the KFCP has had no impact or relevance for our village livelihoods”.

If the KFCP has been successful in helping the people in Petak Putih village, one can ask why were the two resource persons chosen by KFCP unable to explain the benefits of the KFCP to their village? Are there any stories from the field that provide good news about KFCP? Are there other community members participating in the project that can provide information about the KFCP and what benefits or disadvantages have resulted from its presence?

In a meeting organised by Badan Lingkungan Hidup Propinsi Kalimantan Tengah in Pulang Pisau District in early August 2012, in which Pusaka participated, a participant from Jabiren village, which has signed a village agreement with the KFCP, asked why the provision of information from KFCP to affected villages has been so poorly handled. His question remained unanswered.

Representation and Consent

The KFCP considers the communities whose lands it is impacting as 'Desa' in the sense of administrative units, as it sees the village agreements (Perjanjian Desa) it has signed as the basis for implementing its project activities. On the other hand, Provincial law and a Governor's Regulation provide for customary (Adat) authorities to be involved in issues concerning customary lands. In the case of the village agreements, there are tensions between these two community authorities concerning authority to administer lands. The KFCP however, has done little to deal with this issue, as was pointed out by participants in the workshop on Perjanjian Desa.

Village participants at the workshop on Perjanjian Desa claimed that although agreements have been signed with their village and Adat leaders, there had never been whole community meetings to discuss the content of agreements either before or after they were signed. This is a serious failure in terms of respecting the right of communities to give or withhold their consent, as FPIC includes the right of communities to choose who should represent them in meetings with outside parties to negotiate over development proposals. Such representatives are not entitled to, and should not be treated by the KFCP as able to make decisions on behalf of a community.

In discussions with people from the affected villages, FPP and Pusaka were informed that they had not agreed to hand over decision-making about their lands to their village heads and Adat leaders. From their point of view, decisions over land matters affecting the village must be made in whole-village meetings, which is a traditional decision-making forum, and cannot be made by representatives of the community. Many people in affected villages have reported to us that they did not know beforehand about the signing of Perjanjian Desa and its content, and still have not been informed about these agreements.

Each Perjanjian Desa states that the agreement includes a complaint mechanism, however village members informed us that they have often complained to the KFCP but have not received replies, and that they still do not know to whom in KFCP their complaint should be addressed.

Conclusion

These field findings show that there is still a big gap between the verbal and written statements of the KFCP committing it to respect community rights, and the reality on the ground for communities that the KFCP is affecting. Community members we have interviewed have

consistently stated that they are not opposed to the KFCP, but that they are opposed to projects and activities from the KFCP that do not respect their rights. Clearly, there remains a big gap between the KFCP's commitment to respect community rights, and its failure to respect those rights in practice.

We recommend that the KFCP commission an independent assessment of its activities to determine in which way these have or have not respected the right of each affected community to give or withhold their free, prior and informed consent, and to seek guidance from communities on how the KFCP could best engage with them in the future in ways that respect their rights.

For further information please contact:

1. Emil O. Kleden; 081311683111; kleden.emilola1@gmail.com
2. Y.L. Franky; 081317286019; angkytm@gmail.com
3. Patrick Anderson; 0816991649; patrick@forestpeoples.org