

**Report on the socioeconomic, humanitarian
and human rights situation in the Palma-
Afungi-Mocímboa area**

(Cabo Delgado)

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Section A

- General data -

Summary of events

The north of Cabo Delgado province has been the home of armed insurrections for decades. This is where FRELIMO was formed during the Portuguese colonization and where this movement led its first actions. At the time of the civil war, RENAMO was established there. In the 2000s, the influence of radical preachers gradually created the foundation of an Islamist rebellion in the region. However, violence was mainly in the form of sporadic action. Over time, this rebellion became more organized, as evidenced by the 2017 attack on the Palma Police Station.

The rebellion of the “*Shebabs*” took on a new dimension in 2019, when it claimed to be a part of the international Islamist movement, aligning itself with the DAECH group. This surge in power was reflected in larger-scale offensives, with the takeover of major cities. Mocímboa da Praia was taken in June 2020. This very active port was occupied by the rebels for several months. The town of Palma fell into their hands on 24 March 2021. The advance of the insurgents led them to the vicinity of Pemba, the regional capital.

These actions have led to the mass fleeing of civilian populations. A large-scale evacuation operation was conducted from the Afungi site – all Mozambique LNG project personnel were taken away by ferry, as well as nearly a thousand inhabitants from the surrounding areas.

Conflict factors

The current insurrection is rooted in many factors.

1 - The inequality between the north and south of the country

Mozambique extends over two thousand five hundred kilometres. The southern part of the country, where the mining areas of South Africa and Zimbabwe (formerly Rhodesia) are located, has always had a higher level of development. Colonial presence was stronger there and, since Independence, successive leaders (including Filipe Nyussi, the current President of the Republic) originate from there. Cabo Delgado, the border province with Tanzania, is by far the least developed of the country's regions.

2 - Ethnic rivalries

In Cabo Delgado, there exists an east-west divide between, on the one hand, a coastal area mainly populated by Mwanis and Makweans, mostly Muslim and long under Arab influence (Sultanate of Oman) and, on the other hand, a plateau area populated by Makondes, where Christian influence is dominant. To summarize the conflict as this rivalry would be reductive, just as a strictly religious reading of events would be too simplistic. The fact remains that this region, far from the capital and left out of the development process, close to neighbouring Tanzania and with a Muslim majority, constitutes a favourable environment for insurrectionary propaganda.

3 - The liabilities of the civil war

The Makondé ethnic group formed the basis of the FRELIMO independent movement and remains more associated with the new Mozambican State. It is in the coastal region that RENAMO found favourable conditions for its growth. The disbandment of the rebellion after the peace agreements caused many frustrations.

4 - The lack of public services

The lack of public services in the province of Cabo Delgado is a historic reality. This disrepair has caused a lack of trust in the State and its representatives in these areas, and has been accompanied by a weakness in the rule of law. Many abuses committed by the armed forces and the police are regularly reported but rarely result in sanctions. Large territories are controlled for their benefit by the regime's officials.

The populations in these areas are accustomed to not only expecting nothing from the State but to fearing its intervention.¹ During the civil war, RENAMO largely based its arguments on this resentment. Strong population growth leads to the presence of many young men who have few employment opportunities. This provides a favourable environment for the anti-State and anti-Western propaganda of Islamists.

5 – Issues related to the exploitation of regional resources

Lack of trust in the State causes doubts in the local population as to the redistribution of regional resources, particularly those from extractive industries.

After the discovery of ruby deposits, the western part of the region experienced a “red gold” rush that drew many *garimperos* near the area. Following the award of an official concession to British company Gemfields in 2017, a violent crackdown scattered independent ruby seekers.² These *desperados* spread throughout the province, available to join in violent action.

The discovery and gradual operation of large offshore gas fields is, in the future, an economic factor for the benefit of the region. It is possible that, in the long term, the infrastructure that will be put in place may become the target of terrorist attacks, as was the case in other countries.³ However, at the early stage of construction, this infrastructure has not been a target of recent attacks, which have focused instead on towns and targeted Mozambican institutions and civilians. There are pressing questions nevertheless about the economic benefits of this project for the region and the insurgency will not fail to exploit them.

6 - The presence of mafia activity in the area

The weakness of public services in the region has been favourable to its use by traffickers of all kinds. The port of Mocímboa da Praia in particular, is implicated in drug routes, which originate from the Indian subcontinent and go towards Europe. Precious stones, illegal migrants to South Africa, poached protected animals, ivory, exotic woods were able to transit through this port. Controlling such profits is a stake for rebel groups. The insecurity they create facilitates trafficking and, in return, they can gain substantial benefits. The strong

¹ Interview with researcher João Feijó.

² These events gave rise to a judgment by a court in London ordering relevant actors to pay compensation. The mechanism for obtaining such compensation is still little used.

³ For example, in Algeria: attack of In Amenas on 16 January 2013.

resistance to the retaking of the port of Mocímboa is a testament to the importance of this maritime outlet for the insurgents.

7 - Regional influences

Neighbouring Tanzania, where Islamic terrorist groups operate, has played a role in “exporting” dangerous elements that it does not want to see operating in its own territory. Some insurgents in Mozambique may also have originated from the east of the Democratic Republic of Congo, where similar groups are responsible for violent actions. There are also small communities of Somalis along the coast, up to and including Cabo Delgado. A bus line operates the Cabo Delgado- Mogadishu route every week, almost uncontrolled.

Finally, the countries of the Arabian Peninsula and as far as Pakistan exert their influence, particularly through commercial links, maintained by groups of merchants from these countries who are based in Mozambique.

8 - The role of international jihadist terrorism

The Mozambican Shebabs’ affiliation with the DAECH network provides them with an echo chamber and gives their actions an international impact. There is also evidence that the individual paths of some activists have brought them into contact with international terrorist groups. Inscriptions inspired by DAECH were found on the walls of Palma more than a year before the capture of the city, testifying to the influence of the terrorist movement.

However, this ideological claim has not yet translated into significant foreign military support. The means implemented during attacks remain modest, limited mainly to the use of light weapons. Although it is known that some fighters were being paid, the financial resources available to the guerrillas still appear to be limited.

Interpretations according to which the hand of certain Gulf countries is evident to see, in particular for reasons of greater gas geopolitics, seem extremely tenuous.

This non-exhaustive summary only highlights that the rebellion in Cabo Delgado cannot be reduced to “foreign contamination”, i.e., to an import from Tanzania and/or East Congo, with possible remote financing.

The participation of local elements is undeniable; it is rooted in strong inequalities as well as in the underdevelopment of the area. The events themselves confirm this: the taking of important cities could only be achieved by a combination of external attacks and local sympathy.

This is important because, while it is difficult, if not impossible, to influence external factors, actions in favour of local populations are an undeniable way to reduce their propensity to support violent rebellions.

The current security and humanitarian situation

The military counterinsurgency, carried out with the decisive participation of foreign troops, particularly Rwandan, enabled the liberation of towns occupied by the insurgents. The territories were gradually retaken in the second half of 2021.

The fighting that accompanied these operations led to the splitting of rebel groups into several units.

The instability moved in two directions: inland (Mueda) and southwards towards the neighbouring province of Nampula. Highly mobile groups are active around Macomia and to the west, in the Montepuez area.

The Palma-Mocímboa Road is currently secure. The NGOs we met operate their movements without escort on the Palma-Mueda and Palma-Mocímboa routes.

The return of populations massively took place in the city of Palma and, to a lesser degree, in Mocímboa da Praia.

While the area around the Mozambique LNG site in Afungi has seen a virtual disappearance of groupings of displaced persons, the same cannot be said for the areas further west (Mueda) and south (Macomia, Montepuez). Attacks on roads and villages (mainly for food) were again carried out in February by small armed groups.

According to ICRC, the conflict is not over, and the active presence of armed groups is expected to continue.

Section B

- The Mozambique LNG Project and its involvement in the humanitarian and human rights areas - ⁴

To exploit part of the gas field discovered in the ROVUMA basin off the coast of Cabo Delgado, the American company (Texas) ANADARKO designed a project comprising of:

- offshore extraction, and
- the installation of a methane liquefaction plant on the coast

The construction of this plant required obtaining a right of use of a piece of land located on the seashore, at the closest possible distance from the extraction area.

In Mozambique, land is owned by the State. Its use is granted through the attribution of a DUAT (Direito de Uso e Aproveitamento de Terra). The DUAT for the gas plant construction project covers a coastal area of nearly 7,000 hectares on the Afungi site.⁵

The populations that lived on these lands were populations recognized as having a traditional right of occupation. Their displacement poses specific issues, in terms of consent, relocation and compensation. Their situation is to be distinguished from populations located outside the DUAT.

In 2019, ANADARKO entered into an agreement to transfer the operation of the Area 1 gas field in the Rovuma Basin to a consortium called **Mozambique LNG**. This consortium is made up of:

- TotalEnergies with a 26.5% stake, and also the industrial leader;
- three Indian oil companies (NGOC Videsh Ltd, Bharat Petroleum, Oil India Ltd) with a 30% stake in total;
- the Japanese company Mitsui with a 20% stake;

⁴ Methodology: see Appendix 1.

⁵ The choice of this surface area is a compromise between the requirements of ANADARKO (who wanted 25,000 ha) and the area that the State was willing to grant.

- the Thai company PTTEP with an 8.5% stake; and
- the State of Mozambique (ENH) with a 15% stake.

In order to assess the humanitarian and human rights impact of the project on the population, it is essential to distinguish between **two types of issues**:

- the socio-economic actions taken by Mozambique LNG concerning the populations, **apart from the specific issue of resettlement and compensation of the populations affected by the allocation of the DUAT.** (I)
- The actions taken by Mozambique LNG concerning the populations **directly affected by the allocation of the DUAT.** This concerns both the populations living in the DUAT area itself and those who, **residing outside the area**, cultivated land there, the use of which has been withdrawn by the government's decision. (II)

I - Socio-economic actions (excluding resettlement)

A- History

The relationship of the Mozambique LNG project with the populations in the area has gone through several phases:

a) The ANADARKO Legacy

Until Mozambique LNG took over the project in September 2019, ANADARKO's interaction with civilian populations outside the DUAT was very limited. With a **primarily defensive and security** design, the Texas-based company was considering the construction of three levels of fencing around its camp. In practice, its contact with the local environment was limited to the five communities neighbouring the project and negotiating with them the conditions for

the resettlement of the populations affected by the allocation of the DUAT. A Resettlement Plan was developed and signed with Mozambican authorities.

b) A hectic arrival

From September 2019, when Mozambique LNG took over the project, the first TotalEnergies teams tried to foster a **more open and comprehensive approach** to its relationship with the local population. The site fence was limited to a single safety barrier and the enclosure is **smaller than the DUAT boundaries**, in order to respect local traffic as much as possible.⁶ Unfortunately, this new approach came **at the worst timing**. The end of 2019 and the beginning of 2020 were affected by three major events:

- the Kenneth and Idai cyclones;
- the start of the COVID 19 pandemic; and
- the rise in power of the armed insurgency.

Cyclones caused significant property damage and casualties. They weakened local populations and caused a first humanitarian disaster. The destruction of infrastructure (bridges, roads, power lines) resulted in the virtual isolation of the north of the country. Taking advantage of the chaos, the insurgents broadened their recruitment and expanded their actions.

The first assault on Mocímboa da Praia in June 2020 was followed by an increase in village attacks. The period that began was marked by the predominance of **security questions**. The massive influx of displaced persons has brought **the issue of humanitarian emergency** to the forefront. The security and the humanitarian situations only deteriorated during the end of 2020 and the first half of 2021. Movement in the area had gradually become impossible. The attacks gradually spread to the communities directly surrounding the project. On 24 March 2021, the capture of Palma led to the complete evacuation of the Afungi site. In April, a "**state of force majeure**" was declared.

c) Action limited by force majeure and humanitarian emergency

⁶ Part of the DUAT is therefore located outside the perimeter called PIZ (Project Industrial Zone) assigned to the industrial project.

The following months were marked by intense fighting. The Afungi base, maintained by Mozambican troops (JTF),⁷ was gradually taken over by the logistics company True-North as part of a contract with Mozambique LNG.⁸ International NGOs and UN agencies have completely disappeared from the region, while **several hundred thousand displaced persons** arrived in the surrounding areas. The restoration of security was gradual and accelerated from July 2022, particularly with the deployment of Rwandan troops.

From the end of 2021 onwards, TotalEnergies' small teams were able to intervene on site, with True North logistics. Their action aimed to provide the few actors in the area (essentially the VAMOZ volunteers and a few NGOs such as MSF Belgium) **with logistical facilities** for transporting food and first aid products. Airplane sanitary evacuations were carried out, in accordance with the contract signed in 2019 by ANADARKO with the company SCDS and the VAMOZ volunteers⁹.

d) A gradual increase in development actions

From the end of 2021 onwards and throughout 2022, **better security conditions** enabled the gradual return of displaced persons. The easing of emergency humanitarian constraints was accompanied by the arrival of new actors (the MASC Foundation) as well as NGOs (International Solitarias and the Norwegian NRC Association) and some United Nations agencies (WFP and UNDP).

In this context, Mozambique LNG' s financing could be oriented towards more **sustainable actions**.

⁷ Joint Task Force, created under the MOU with the Ministry of Defense.

⁸ A Mozambique-registered company with Mozambican and South African nationalities, True North has logistics expertise in war zone. It intervened immediately after the evacuation of the Afungi site to secure its facilities. Since then, it has been ensuring its maintenance. Its staff and SEBO staff are also involved in several programs such as irrigated farms and have carried out, at the request of Mozambique LNG, infrastructure rehabilitation actions in some villages in the area to facilitate the relocation of populations.

⁹ The company SCDS (Sociedade de Consultoria e Desenvolvimento Social) is a research company specializing in community support and development. VAMOZ is an informal structure (not registered as an association within the meaning of the Mozambican law) that constitutes a network of mobilization of local lessors and persons wishing to engage for the benefit of populations. For example, some companies may provide free logistics facilities and/or goods in kind. Volunteers are hired based on their skills and their availability.

Ties between VAMOZ and SCDS are close. The VAMOZ coordinator is also the director of the SCDS. Volunteers are paid by the company.

B - Ongoing projects

On three trips to Cabo Delgado, we were able to visit most of the projects currently underway or already carried out for populations outside of the DUAT.

Location

These projects cover an area from Quionga to the north, next to the Tanzanian border to Mocímboa da Praia to the south and, to the west, Pundanhar. Their concentration decreases as we move away from the Afungi site and the city of Palma. Heading south, they are located along the Palma-Mocímboa Road.

Nature of the projects

We will look at Mozambique LNG funded sustainable actions by categorising them and not considering their legal basis or the nature of their operators at this time. They can be grouped into 4 categories:

a) Providing support and opportunities to local production channels

Fishing

- Cold-chain fishermen's equipment for fish conservation

One of the major barriers to the sale of fish is the lack of equipment with a secure cold chain. By creating small, refrigerated storage units (solar panels, coolers), these programs allow the storage of fishing products in satisfactory sanitary conditions. The direct purchase of these products by the Mozambique LNG project, especially for consumption purposes in the Afungi base, provides opportunities for producers, without intermediaries.

- **Rebuilding boats**

Many boats were destroyed during the fighting. The creation of a small shipyard in Omobe bay allows the repair of damaged boats and the construction of new boats.

- **Mangrove plantation**

The destruction of mangroves is a harmful factor for biodiversity. The replanting of mangroves offers a chance for a return of marine wildlife to these shores.

Agriculture

- **The creation of irrigated farms**

Two of these farms, in Olumbe and Mute, are already operating and allow the communities in these villages to produce vegetables. These products are then purchased by Mozambique LNG. A third farm is under construction. The land used was particularly poor and was considered unproductive. These programs demonstrated that, by using simple means of irrigation and protection (nets), intensive cultivation was possible on these grounds. This program is operated by the catering company SEBO.

- **The rebuilding of cattle**

This involves providing goats and/or sheep to help rebuild the livestock population.

- **Socio-economic agricultural development program**

These are small producer support programs in the Palma and MDP regions. They consist of supplying kits (seeds, tools, storage) as well as training. The aim is to develop a dual activity on the same land, according to the agroforestry principle: food production and biofuels (to reduce diesel imports and CO2 emissions). This long-term program involves 2,000 families in the area.

- **The Community Cashew Plantations Project and construction of a processing plant** (Sunshine Nuts)

This project aims to develop the harvesting of cashew trees by communities at different locations and to operate in Palma in the early stages of their processing.

b) Supporting trade and mobility, small and medium businesses development

- **Providing logistical support for businesses' reestablishment**

Transportation facilities have been provided for shopkeepers wishing to relocate to the area. The project allowed these shopkeepers to bring their products for free. The aim is not to perpetuate assistance but to allow for the reconstruction of local markets.

- **Supplying means of transport**

- Refrigerated transportation (3 units) and trucks (3 units) to allow local products to be transported to their destination.
- The supply of 24 light motorised vehicles (Tuk-tuks) for the transportation of goods and passengers.
- A donation of 500 bikes to increase mobility and access to public services.

- **The creation of Solar Kiosks**

Equipped with solar panels, these small points of sale, run by vulnerable (disabled) persons, have a retail and energy supply activity (recharging mobile phones).

- **The supply of micro-credits**

To support projects, particularly carried out by women, a microfinance system is available to communities in and around the city of Palma. These programs are conducted by two operators. The MASC Foundation and GAPI, a Mozambican government agency to which Mozambique LNG has made a financial contribution.

- **Providing support to the sewing activity and creation of a factory for the production of work clothes**

- The supply of sewing machines allows the development of small sewing activities.
- In addition, a large workshop equipped with specialised machines allows the creation on site of the personal safety equipment that is necessary for the activities of the Afungi base.

c) Supporting infrastructure restoration and public works

- The construction of a bridge accessible to pedestrians and vehicles to open up the two sites of the Maganja village and facilitate the transport of fishing products from the area.
- The installation of 540 solar lights in the villages.
- The financing of community roadside clearance work.
- The restoration of schools and hospital buildings.
- The creation of small manufacturing units of cement mats for the renovation of homes.

- The restoration of the Mocímboa da Praia Fish Market.
- The creation of tree nurseries for reforestation.

d) Supporting training and education

This involves a training program for 2,500 young persons in Palma, MDP and Pemba regions, with priority for displaced persons. This project aims to build capacity in the area, to prepare these young persons to respond to local labour market opportunities. This program is led by IFPELAC.

Assessment

Our visit to these projects and their assessment by the various actors we met (beneficiaries and NGOs working in these areas) allows us to conclude positively about the quality of their execution.

The general philosophy behind them is relevant: it aims to encourage local production and the development of small businesses and local jobs. It promotes mobility and commerce. It links the Mozambique LNG project to its environment: the conditions are created for the Afungi site and its staff to be a strong local market and provide opportunities for local producers.

By giving high priority to the purchase of local products to supply the project, Mozambique LNG can thus play a structuring role for the regional economy.

However, the implementation of these programs, their definition and selection, poses an issue of overall consistency and coordination.

Consistency

Today, all these actions are more affected by **security concerns** than by **a true development logic**.

If we look at the spatial distribution of these programs, we see that they are organised in three concentrated layers around the Afungi base. These layers correspond to the three security zones delineated around the Mozambique LNG project.

The further away from the site, the scarcer the programs. They are also structured by the Palma-Mocímboa Road and indirectly contribute to its safety.

Some of these programs, such as irrigated farms, are currently fulfilling certain commitments of the MOU that bound ANADARKO yesterday and Mozambique LNG today to the Mozambican army. The production of these farms is currently intended for the supply of JTF troops stationed in the area and persons housed in the DUAT and should allow, in the future, to supply all persons working in Afungi. Other actions (infrastructure rehabilitation) are carried out by civil service agents, under another MOU, also signed with the Ministry of Defence.

For the resumption of the project, it seems essential to make all these programs evolve from a “security driven” logic to a specific “development driven” logic of the area.

Coordination

At the operator level

The actions listed above are of different types. Some are one-offs while others correspond to real programs with a long-term perspective.

Above all, their operators are varied, and include:

- a volunteers' network without official status, VAMAZ (company-backed, SCDC);
- a foundation created by an academic, social sciences specialist (MASC, chaired by Mr João Pereira);
- the logistics company True North;
- civil service agents under the Mozambican Ministry of Defence;
- a U.S. NGO: EDEN Reforestation Projects;
- an international company, Sunshine Nuts and its Mozambique-registered Sunshine Approach Foundation;
- a Mozambican state agency (GAPI), a microfinance operator;
- a South African catering company, SEBO; and
- a Mozambican national institute for professional training IFPELAC.

The Pamoja Tunaweza (“Together we will succeed” in Swahili) was created with the aim of ensuring consistency, coordination, and visibility to Mozambique LNG’s socio-economic actions.

In the absence of a specific legal existence, this “initiative” seems only able to fulfil the last part of its mandate: to increase the visibility of the socio-economic actions of the project. It is generally seen by our stakeholders as a **simple communications tool**.

At the level of the TotalEnergies teams in Maputo

The projects are currently led by two distinct departments: the Security Department and the Socio-Economic Affairs Department. A steering committee, under the chairmanship of the director of the subsidiary of TotalEnergies in Mozambique, takes the decisions.

At the level of other players in the fields (UN, NGOs, national cooperations)

By meeting with other actors operating in the region (United Nations agencies, NGOs - Solidarity, ACF, MSF-Belgium), we gathered the same opinions: information **flows little and poorly** between Mozambique LNG and other actors. In the coordination meetings, different persons with different functions appear to represent the project: safety representatives, delegates from the operators (VAMOZ, MASC) and even, sometimes, members of the communications department, present themselves as the “humanitarian branch of TotalEnergies”.

It is true that coordination between the programs of a company, an oil and gas company, and UN agencies or humanitarian organisations is not easy. The mandate of these institutions requires them to be neutral and independent, which makes them reluctant to accept anything that could be seen as an infringement on their independence. Mozambique LNG’s 2020 logistics support offers to humanitarian actors were refused by the latter (except MSF-Belgium).

However, while any contractual link is difficult to consider, the demand for information and coordination with Mozambique LNG (on a mutual independence basis) is strong among the field agents operating in northern Cabo Delgado.

In addition, coordination is necessary (and should be less of an issue) with national cooperations. For example, the French NGO Bioforce is developing a training program for Mozambicans, especially those from Cabo Delgado. This program, supported by the French

Embassy (Service de coopération et d'Action culturelle), should be coordinated with Mozambique LNG given the lack of local managers to carry out its projects.

Recommendations

I - Creation of a single “Cooperation and Development” Department within the Mozambique LNG project

It seems essential to put Mozambique LNG's socio-economic programs under a single authority. The Pamoja Tunaweza initiative could thus acquire a **real operational status**.

This “Cooperation and Development” Department should be entrusted to a senior person with solid development knowledge and experience of international institutions engaged in these fields (United Nations agencies, international NGOs).

The role of this single manager would be threefold: design, operator control and coordination with other stakeholders.

Establishing a local development strategy

This first function would aim to establish an overall development strategy and provide a coherent operational content to the Pamoja Tunawesa initiative.

A real development strategy should be based on the interests of the population and not exclusively on those of the project, even if these interests, when they contribute to peace, can converge because they promote regional stability.

It is important to continue and deepen the actions undertaken to support the production sectors and local employment. But it is necessary to integrate these actions into a broader vision, a real strategy of inclusive and sustainable development.

For **inclusive** development, the focus is on reducing gender, age or health inequalities. It should focus on programs for women, vulnerable groups (disabled, orphans, elderly) and young persons.

Sustainable development can be done in two ways:

- by respecting the environment: reforestation, use of non-polluting energy, preservation and reconstitution of fisheries reserves;
- by avoiding substitution. It is essential to ensure the sustainability of programs through the empowerment of the population and active participation of public services.

Control of operators

An individual manager should be able to:

- Coordinate the various operators by assigning them specific **objectives**, in line with this strategy.
- Select and engage **new operators**, on the basis of their skills and ability to fit into the defined strategy.
- Take into account **the long-term needs in the north-eastern Cabo Delgado area** and move away from the security logic which, until now, has aligned programs with the concentrated circles drawn to ensure the security of the Afungi site.
- Establish a map of needs in order to guide operators in the implementation of their programs.

Coordination

The manager of this “Cooperation and Development” Department should coordinate with:

- UN agencies operating in the area: World Food Program for food distribution, OCHA which centralises information and identifies needs, UNDP and UNOPS for infrastructure, etc.;
- international NGOs operating in the area;
- bilateral (USAID, AFD, Portuguese cooperation) and multilateral (World Bank, European Union) international donors; and
- local (district officials), regional (governor, state representative) and national (ministries) Mozambican institutions.

II - Sustainability and involvement of consortium partners

The existence of a single centre for development and cooperation, in addition to these implementation and coordination functions, would contribute to preserve, within the Mozambique LNG project itself, **the sustainability of Mozambique LNG's commitment** to the socio-economic development of the region.

There is indeed a concern that a lifting of the state of force majeure will mobilise Mozambique LNG's teams for industrial activities as a matter of priority and that efforts to help the civilian population will take a back seat or even disappear.¹⁰

Finally, vis-à-vis the partners of the Mozambique LNG consortium, the existence of this permanent centre for cooperation and development would mark the importance of this dimension of the project and underline the need to make a sustainable contribution to its costs.

III - Two special cases

The Memorandum of Understanding (MOU) with the Mozambican Ministry of Defence

Inherited from ANADARKO and amended in 2020, Mozambique LNG (or rather TotalEnergies as operator on behalf of the Mozambique LNG consortium, signatory of the document with ENI as operator on behalf of the second consortium) concluded an MOU with the Mozambican government.

This memorandum provides for the stationing at the Afungi site and its surrounding area of a security force consisting of elements of the FADM called JTF.

These troops currently comprise about 600 men and 10% is composed of "*fusilleros*" (elite troops modelled on the U.S. Marine).

¹⁰An indicator of this risk is the recent discontinuation of the facilities granted to VAMOZ volunteers for medical evacuations on charter flights from the Afungi site. Priority is now given to staff working on the industrial project. There is a concern that similar pressure will be exerted with even more force if the construction of the plant resumes.

The MOU includes support for the JTF's accommodation as well as a commitment to provide food and equipment.

In addition to this, an individual bonus will be paid, depending on the grades, and upon the condition that: any violation of human rights attributed to elements of the JTF will entail the withdrawal of this bonus.

To improve the housing and protection of these troops, the consortium built a series of "bastions", using materials available in the area.¹¹

The supply for these forces is ensured notably thanks to the products from the irrigated farms that we have mentioned.

This contribution to the maintenance of Mozambican army detachments in the area could have originally been motivated by the fact that no foreign force was operating in these regions. Poorly equipped, unprotected and without supply, the Mozambican army troops were at the time vulnerable. Their low pay could encourage abuses against the civilian population. The mechanism of a bonus was aimed at reducing this risk and providing an immediate sanction in case of non-compliance.

The situation has changed. JTF troops are now sheltered in bastions that provide effective protection. The deployment of the Rwandan army in the area has redirected and reduced the role of Mozambican forces and restored better security conditions.

The continuation of such an agreement with the Mozambican army seems unnecessary and untimely at this stage.

1 - The existence of an **individual** financial relationship with JTF soldiers constitutes a direct link between Mozambique LNG and these troops. It is questionable whether this "conditional" bonus could have a deterrent effect on possible abuses. In the event of human rights violations, this link directly engages the responsibility of the consortium without it being able to act either in relation to the command or the sanctions applied to those responsible for these violations.

2 - A permanent link between Mozambique LNG and the Mozambican army would have the effect, within the meaning of International Humanitarian Law (Geneva Conventions 1949 and Additional Protocols 1977), of making the project **a party to the conflict**.

¹¹ These are containers assembled in small forts and reinforced with concrete slabs.

The renegotiation of an MOU adapted to the new conditions in the area appears necessary.

The role of Sunshine Nuts

The purpose of this entity's involvement in Mozambique LNG's socioeconomic programs is, in accordance with the Resettlement Plan, to provide livelihoods to affected communities and to develop employment-generating activities.

However, there are a number of issues:

1) Inquiries as to the identity of this partner

- Its legal nature

- Sunshine Nuts comprises two structures with different status: a commercial company (Sunshine Nuts Company, headquartered in the United States) and a Foundation (Sunshine Approach Foundation), registered in Mozambique. The company is committed to contributing 60% of its profits to the Foundation.
- The agreement was reached with the Foundation, but the production of the cashew trees, intended for export, and the construction of the plant are commercial in nature, the selling price of this production by farmers to Sunshine Approach Foundation being regulated by the State and appear to be within the remit of the Company. The Foundation's CEO is also CEO of the Sunshine Nuts Company.
- Sunshine Nuts' involvement cannot therefore be reduced to its socio-economic development component. This is, *stricto sensu*, and even if it is accompanied by socio-economic actions, a commercial activity.

- The values promoted by the Foundation

They appear strongly marked by a religious tone with an evangelistic connotation.¹²

¹² "We believe that the poor living in impoverished, third-world conditions are not living the lives God intended for them to experience. Our goal is to show God's love to the poor by being His hands and feet as we banish poverty in the areas in which we have reach and influence." Excerpt from Foundation presentation approaching on its website.

2) The involvement of Sunshine Nuts in the Mozambique LNG DUAT

Sunshine Nuts mostly provides technical assistance in planting and harvesting trees on land where the right of use remains with the families. However, there is one significant exception: the land that is located on the Mozambique LNG DUAT but outside the fenced area reserved for industrial activities (PIZ¹³). This area is large (approx. 500 ha.)

The allocation of these lands for a commercial activity (even if it is duplicated by an important part of redistribution and training) raises questions.

Why use them for this purpose and not for compensating affected persons for the loss of land as a result of the resettlement plan? We will see in the following pages that one of the difficulties of this resettlement is the provision of land to compensate those who have been deprived of it by the allocation of a DUAT to Mozambique LNG. Why take the territory of neighbouring villages rather than using these lands not occupied by the project?

IV - Conclusion and perspectives

The sustainable socio-economic actions led by Mozambique LNG must now be taken out of the humanitarian emergency framework and “security driven” logic.

A fundamental question then arises: in **what perspective** should they be placed? In other words, what is the aim of the Mozambique LNG Group in supporting these programs over time?

The best answer would be to say that the aim of these programs is now to improve the living conditions of the populations of the area (and not only those concerned by the Resettlement Plan) without waiting for the arrival, which is necessarily delayed, of the revenues that the gas exploitation will generate on their territory.¹⁴

Nevertheless, this ambition raises another question: **the territory concerned**.

¹³ See Appendix II.

¹⁴ It should be recalled that Mozambican law provides for the allocation of 2.75% of royalties received by the State to the benefit of the province of Cabo Delgado.

The creation of a “favoured” area around the Afungi site is a factor of inequality within Cabo Delgado. While it is normal for the Mozambique LNG consortium to focus its actions in this area, it cannot lose interest in the rest of the region.

This need for justice is an additional reason to establish close relationships and effective coordination with other development actors.

It will therefore depend on the budget Mozambique LNG will be able to devote over time to these programs. The involvement of all consortium stakeholders is important to maximize this effort and allow for expansion of development actions into the widest possible area.

II Actions to relocate and compensate populations affected by the allocation of the DUAT.

The allocation of a DUAT to Mozambique LNG has **direct consequences** for families in the affected area and others who, while residing outside the DUAT, benefited from traditional land use.

National law governs the land allocation procedure. In addition, multiple international conventions apply in addition to this national law.¹⁵

A - Legal obligations

In Mozambique, the land is the property of the State and cannot be sold or under any circumstance alienated, mortgaged, or seized. The law¹⁶ distinguishes two categories of land.

¹⁵ More general conventions such as the Universal Declaration of Human Rights (UDHR), Performance Standard 5 of the International Finance Corporation (“IFC”), and the African Charter on Human and Peoples' Rights, ratified by the Mozambican State, which ensures respect for fundamental freedoms and indigenous peoples during displacement.

¹⁶ Appendix III.

- The Public Domain (“*Domaine Public*”), which consists of areas reserved for the satisfaction of the general interest.
- The State Land Fund (“*Fond Estatalique des Terres*”), on which the State grants rights of use and benefit (DUAT – Direito de Uso e Aproveitamento de Terra) to the various users of the land.

Article 12 of the law of 7 October 1997 defines three methods by which it is possible to obtain a DUAT:

- Occupancy according to customary rules and practices by an individual or a “local community”. This right is permanent.
- The “good faith” occupation for a period exceeding 10 years. This right is permanent.
- Allocation by the State to a Mozambican or foreign natural or legal person for a period of 50 years, automatically renewable within the framework of economic activities.

This law recognizes the equality of customary rights with the rights of use provided to private investors. In practice, the DUATs issued in these three modes are equivalent. Mozambican communities or individuals occupying the land under customary rules are not required to formally register these rights in the land registry for them to be recognised. Their right is automatic and inalienable to the land they occupy.

There is also a concept of “local community” and the community nature of the right to use.¹⁷ In contrast, the system of granting land use rights to private Mozambican and/or foreign investors who do not occupy the land and wish to use it is much more complex. The applicant must conduct two separate procedures, land acquisition, and project acceptance, to obtain a DUAT.¹⁸

The DUAT assigned for the LNG project to ANADARKO and the Mozambican company created for this purpose was published in **December 2012**. Consultations were organised. These were referenced and summarised in minutes of consultations.^{19 20}

¹⁷ It works a bit like a condominium.

¹⁸ This process starts at the local level. They must identify the land they want to use and study its availability. If this land depends on the territory of a local community, it must enter into negotiations with members of that community to establish the conditions under which they allow access to the land. This is done before any official consultation of the State representatives in the district.

¹⁹ ENH Report of minutes of consultations of various communities all dated from 7 August 2012.

²⁰ The Mozambican Bar Association filed a complaint against the Mozambican State in the administrative court, challenging the legality of the DUAT on the basis of the lack of community consultations. This was rejected by way of an administrative tribunal decision on 18 July 2019. An appeal was filed, which was rejected by way of a decision dated 16 April 2020.

B - Implementation of relocation and compensation procedures

The Resettlement Plan was developed by ANADARKO.²¹ It was then taken over by the Mozambique LNG consortium.²² This plan is intended to obtain, after the allocation of the DUAT by the Mozambican State, the consent of the populations concerned to relocate them and to compensate them.

This procedure consists of 4 phases.

- A consultation phase with the families to evaluate and inventory the assets of each family, and to record the agreement in principle of the assignment and the amount of compensation.
- A second consultation phase by interest group, such as fishermen, merchants, farmers, women's fishing group.
- The election of a community resettlement committee according to the themes chosen by the population (vulnerable family, young people, etc.). The purpose of this committee is also to collect complaints regarding the project.
- The fourth and final phase is the validation and regularization of the acts by local and state authorities.

These steps are intended to protect the rights of families and communities.

The practical implementation of these procedures is subcontracted to Mozambican companies based in Maputo (IMPACTO for inventories; CONSULTEC and DELCAM mainly, for agreements).

C – The evaluation of the effective implementation of these procedures

²¹ See internal document.

²² In accordance with Mozambican law applying to the LNG project and the international conventions applicable to the relocation of populations as defined by the IFC PS5.

During several visits in the area, we were able to directly collect the testimony of affected populations, both those who have been relocated and those who are affected by the loss of their land. We had extensive conversations with representatives from the five villages involved in the DUAT. We were present at one of the key milestones in Palma-Sede, where the agreement between the families and Mozambique LNG were signed.

It emerged that the populations involved in the process had **reservations of various aspects** regarding the implementation *stricto sensu* of the procedure. Some reservations concern a lack of consent or information, others the assessment of damages, others finally the compensation and the payment of such compensation, both personal and community-wide, whether in kind or in cash. The review of the process also reveals an issue with the timeliness of the procedure and the remedies available.

Most of the people we met expressed their concerns. We have noted a lack of awareness about the evaluation process, land allocation, project start dates, actual compensation payment dates, their rights and claims mechanisms, and more broadly the risks of negative or positive impacts of the project.²³

I / The consent of the populations

In the first and second phases, the focus is on negotiation with the families, with family-by-family negotiations leading to an inventory, an agreement on the transfer and a compensation agreement.

The main issue is to ensure that families have sufficient time and give consent regarding the negotiations and signing of the agreement. Obtaining consent is not simply collecting signatures.²⁴

In this regard, a number of points must be verified.

A - Provision of a draft deed or agreement

²³ This is despite the distribution of a general information booklet in the local language (“Amina’s Move”, distributed by ANADARKO).

²⁴ During the first phase, families are asked to sign different forms. Several international standards, such as the International Labour Organization Convention 169 on Indigenous and Tribal Peoples, provide that involuntary displacement and relocation of Indigenous peoples cannot be done without their free, informed and prior consent. The same is true in national legislation, which indicates that the signing of a contract is only valid if it is affixed in a “free and informed” manner, i.e., preceded by sufficient information.

The communities involved are disadvantaged rural communities that have limited access to information about what they can or cannot accept and often lack the ability to follow procedures due to lack of adequate education and financial means.

It is therefore important to ensure that, prior to the first phase, **a draft deed** is sent to families to allow them enough time to defend their interests and **to a minima** become aware of the subject of negotiations.

The issuance of a draft deed makes it possible to dismiss any doubt about the expression of consent.²⁵ It makes it possible to read the commitment provided for under the terms of the contract, the obligations arising therefrom, the time frames and financial issues, and to have time to seek advice from knowledgeable persons.²⁶ It is important to remember that the parties to the contract have competing interests and that this stage of the negotiation must be voluntary and bilateral. This requirement does not always appear to have been met, based on the statements of some of the persons we met.

B - The question of language

The standard contract proposed by the project is drafted in Portuguese. Most families speak Swahili languages (mwani, makwé, makondé). In order to ascertain their consent, understanding should be the main concern of this phase.

Sometimes local NGOs (such as AMDLER) provide speakers who serve as both assistants and translators. These NGOs work for and are paid by the project.²⁷

The company representatives in charge of negotiating and signing agreements with the populations are mostly from the south of the country, as we have seen, and do not master the local languages.

It is necessary to ensure that the draft agreement **is translated** and its issues explained to the co-contracting party in the language it understands.

C - Collective nature of the summonses

During a signing in which we took part, it appeared that the summons is collective, with the presence of several interested parties in the same place and at the same time. This general summoning can lead to difficulties, not just limited to respecting

²⁵ A principle of law according to which the perpetrator of an act has the right to freely pass it and to determine at his discretion the content and effects.

²⁶ Civil society organizations, for example.

²⁷ This raises a conflict of interest issue. Not being a judge and party.

privacy, issues of rivalry or jealousy arising from a better negotiation than the neighbour. It is important to ensure that the negotiation and signature are individual, in order to enable real freedom of speech.

D - The provision of a written deed after the expression of consent

In the communities we interviewed, few families were given **the text of the agreement signed** at the time of the expression of consent and specifying the plots of land concerned, their inventory and valuation, as well as the planned compensation. Only one person was able to provide us with such a document.²⁸

The explanation given to us was that once signed by the family concerned, this agreement had to be validated by the community leaders and then by the district government. While waiting for this complex circuit of signatures, the above-mentioned service providers in charge of the procedure provide a simple map indicating the replacement plot and a global indication of the amount of compensation.²⁹

II/ Inventories and financial compensation.

A/ Inventories

1- The establishment of the inventory

The question of inventory is essential since it serves as the basis for compensation calculations.

As mentioned above, most DUATs in rural areas are done under customary law.³⁰

The inventories were therefore drawn up in the presence of families who are very familiar with the boundaries of their plots. This customary law must be taken into account in the framework of the procedure and the absence of registration in the land register for many cultivated plots must be noted.³¹

²⁸ Appendix IV.

²⁹ Appendix V: photo of an example of a provided map.

³⁰ I.e., without real registration in the land registry.

³¹ A special case to be checked, about certain land in the DUAT. At the time of ANADARKO, it would appear that certain land located within the DUAT would not have been the subject of an inventory of the property located on the plot. The work would have started, however, and the plantations located on the removed plot. The concern of the populations concerned is to obtain proof of their fair remuneration when nothing no longer exists on the plot. Allowances have not yet been paid due to

TotalEnergies' services in Maputo establish a sort of *ad hoc* cadastre including the estimated value of the assets on each plot of land, presented in a table.

This cadastre should solve the main issue associated with these inventories: their obsolescence.

The inventories prepared by the consulting firm IMPACTO were conducted between 2013 and 2015.³² **The question of their update**, particularly for families that have not yet been relocated, is raised. Indeed, since the processing period between the time of the inventory and the payment of compensation spans several years,³³ the situation of the populations is changing. The inventory that *ab initio* counted a specific quantity of plantations may become outdated since, *in fine*, the plot of land can be filled with more.³⁴ At times, during this period, additional land may have been allocated³⁵ to them, particularly in the case of family expansion through marriage or birth.

An update on a case-by-case basis would be necessary in the event of significant delays in the payment of compensation and/or in the event of a challenge by the population.

2- The issue related to the valuation of assets to be compensated

- *Valuation of material assets*

The calculation of the allowances is made by taking the highest of three values: the local market price, the scale published by the Mozambican state and the tariff proposed by the World Bank (IFC³⁶). Mozambique LNG systematically chooses to align itself with the highest of these values. However, the application of this scale, which complies with the regulations in force, is only valid if it is freely negotiated and not imposed.

- *The question of intangible assets*

lack of inventory. For these specific plots, it will be appropriate to reach a transactional agreement with the families within a reasonable period of time.

³² Direct interview with IMPACTO, Inventory Manager: three copies were handed out in 2015. One to the district authorities, one to ANADARKO, one to the families involved.

³³ Some testimonials collected mention 7-year timelines.

³⁴ Complaints were made (orally) regarding inventories to community committees.

³⁵ By the village chief in accordance with customary law.

³⁶ International Finance Corporation.

During the inventory, the heritage present on the parcel (plantations, buildings) is evaluated. Even if these tangible assets can pose some issues during the implementation of the procedure, it is the intangible assets that present the most difficulties. How to determine their book value?

a) The right to use

The right of use is evaluated in the contract proposed to populations under the line item “terra” with the mention “proprietario” or “inquilino”.

As there is no property market in the country, which is based on a collectivist system, the calculation method used by Mozambique LNG to compensate for the loss of use of the land is based on the cost of restoring the land to an arable condition.³⁷ Compensation is calculated using official rates published by the Government.³⁸

b) Other intangible property

The displacement of populations creates issues that go beyond the procedural and legal aspect.

This is particularly the case with the tradition of transmitting land onto children.³⁹ The populations affected by the resettlement have traditions that allow their populations to spread out over the same village. This loss of opportunity has not been assessed and is not a part of the planned reparations during the inventory.

<u>B / Financial compensation</u>

Except for material inventory errors, the main difficulty is the delay in payment of financial compensation.

After a complex signature circuit as mentioned above, the agreement between the families and Mozambique LNG must go through the Socio-Economic Development Department and through the Finance Department of the TotalEnergies subsidiary

³⁷ In accordance with the calculation methods of the World Bank.

³⁸ According to documents provided, compensation amounts to 100,000 Meticaís, that is approximately 1,500 dollars.

³⁹ This tradition consists of providing a plot of land around the village to adult children who are ready to start a family to build their home there. The land is allocated by the village chief.

before it is actually paid. Moreover, payments can only be made once the beneficiaries have a bank account.

This complexity leads to delays. Two-thirds of indemnities are paid within less than 90 days but as of the last administrative signature. These delays were accentuated by the declaration of “force majeure”.

In addition to the obsolescence of the inventories, as already mentioned, these compensation periods have consequences for the entire relocation process.⁴⁰

As a result, some families moved to QUITUNDA and have been assigned new land in the neighbouring communities. However, if the populations of these communities (Senga, Mandlane, for example) who have to dispose of their land for it to be allocated to the QUITUNDA community have not received their compensation, they refuse to release it. This therefore creates tension between the two. The displaced populations can no longer cultivate their former lands because they have already been reallocated. But they cannot yet cultivate the new ones because the population of the other community continues to cultivate their uncompensated land.

III Land compensation

The Resettlement Plan includes compensation for land lost as a result of their allocation by DUAT to Mozambique LNG. This plan is based on certain principles that are problematic in and of themselves. We will then consider the issues raised by its actual implementation.

1 – Issues of principle

a) The allocated areas

According to the Resettlement Plan, and in practice, there is an allocation of **a fixed and equal** surface area of 1 hectare per family.⁴¹ This equality does not take into account the surface area of the land used by these families before the creation of the Mozambique LNG

⁴⁰ Payment is an essential obligation of the agreement.

⁴¹ Moreover, in the signed contracts that we have been able to consult, it is indicated that these areas are allocated “as available”, which introduces an uncertainty factor in the compensation agreement.

DUAT. For example, a family with 20 hectares will receive no more than a family occupying only 1 hectare. The former family will, however, receive compensation for the 20 hectares they had (in this case 2,000,000 Meticaís or approximately USD 31,000).

This principle was adopted **in the interest of equity**, in order to provide each displaced family with sufficient space to feed itself. However, it is not without issues in terms of respect for land rights.

b) The origin of the land offered as compensation

The Resettlement Plan foresees to take the land offered as compensation from the territory of neighbouring communities, primarily Senga and Mandlane. This choice shifts problems and generates new (financial) compensation to indemnify the damage suffered by the communities that have conceded land.

This choice is questionable. Indeed, as we have reported, following the decision taken by Mozambique LNG in 2019, a significant amount of land belonging to the DUAT of Mozambique LNG is situated **outside of the fence** that has been built. A portion of this land (272 hectares out of the 2,200 hectares outside the PIZ area) is to be used for the exploitation of cashew nuts with the support of Sunshine Nuts. One may wonder why, instead, the land was not:

- offered as compensation for some of the land in the DUAT, which would have reduced the need to use land from neighbouring communities; or
- left to their current users. This would have reduced the areas to be compensated.

In any event, the allocation of a significant amount of land to cashew production supported by Sunshine Nuts makes it less understandable and less acceptable for communities to have a duty to dispose of a portion of their land in exchange for compensation.

This **psychological aspect** is all the more important as the implementation of the Resettlement Plan faces, as we will see, a certain number of practical obstacles.

2 - The effective implementation of the Resettlement Plan

- Access to land offered as compensation

The relocation of a significant portion of the QUITUPO community has been accompanied by the effective abandonment of their lands located in the DUAT. However, not all of these families have access to the plots that were allocated to them as compensation. Indeed, as

noted above, due to the delay in financial compensation, communities that must dispose of land have not yet done so. We have collected several examples of such situations: when a relocated family wants to exploit the land assigned to them, they find the former occupant on site who refuses to release it.

This creates frustration on both sides. It poses a supply issues to already displaced persons who, unable to cultivate new lands and, having abandoned the previous ones, find themselves without resources.

- *The situation of QUITUPO families awaiting resettlement*

Due to the state of "force majeure", part of the community of QUITUPO is still waiting to be transferred. These two hundred families (approximately) are in a precarious situation. They are no longer allowed to do any work on their houses (since they are destined to disappear), which, especially in the rainy season, poses problems of repair and maintenance. They are no longer allowed to plant on their land and do not yet benefit from the new ones.

The specific case of fishermen

Within the populations concerned by the establishment of the DUAT, the case of fishing families must be distinguished.

There are two issues with their condition:

- *Distance from fishing areas*

For those who have been relocated and even more so for those who are waiting to be relocated, access to the fishing areas is now by a shuttle bus. This system creates scheduling constraints and is not compatible with the irregular nature of fishing practices. It would be more reasonable to equip these populations with autonomous means of transport (tuk-tuks), allowing them to go to the coast at a time that is convenient for them.

- *The concentration of the fishing area*

The relocated fishermen populations (or those waiting to be relocated) are taken to the same place on the coast to conduct their activities. This creates a concentration of fishermen in the area and an over-exploitation of marine resources in that location.

It seems necessary to offer these fishermen a wider and more diversified access to the coast.

IV- Construction of the resettlement village in Quitunda

The resettlement village is built according to a plan and design defined by ANADARKO.

The transfer program and the necessary social and psychological measures, as well as the provision of materials to the newcomers, are summarized in a document in Appendix III and will not be repeated. We will limit ourselves here to echoing the opinions received through direct consultation with the communities, during several interviews, as well as comments from Mozambican civil society organizations.

Assessment

This village was built *ex-nihilo* according to American rather than African standards, with its houses aligned and its streets at right angles. It is equipped with public services (school, hospital, police station, bank, community building). Its inhabitants are gradually making it their own, reconstituting their traditional way of life in the living spaces (garden, courtyard). Some disappointment has been expressed about details: lack of curtains, doors made of light material, insufficient diameter of pipes.

Improvements

The main flaw of this new settlement is the **absence of electricity** (the village is supplied with electricity, but the inhabitants have to pay a tariff and prefer not to use it) and the **use of very polluting cooking methods** (open wood fire). There is a certain paradox in the fact that a project whose vocation is the production of energy proposes installations that do not provide access to energy. A solar equipment and biomass stove distribution program is being considered. It would bring additional comfort in the buildings.

The village's **vegetation** needs to be improved. The almost complete absence of trees is a problem in this tropical environment where the search for shade is essential. It is also a

factor of socialization in this civilization where the mango tree is traditionally a place of gathering and exchange.

Another problem mentioned by our interviewees is the lack of **land for expansion** of the village. In this highly demographic population, all communities have vacant land, allowing the settlement of children who have reached adulthood. The territory of QUITUNDA is strictly limited and does not offer this possibility.

One particular issue: the transfer of burials

According to the testimonies received during our meetings, the concern is not the relocation of the graves themselves (which has also been the subject of numerous exchanges between the Islamic Council and the Resettlement Plan managers⁴²) but the size of the cemetery. The exhumations already carried out filled the planned cemetery *ab initio* in the ANADARKO specifications. The populations would like the location for a new cemetery planned.

The use of housing

Some residents of the resettlement village are choosing to rent their homes and move to the city, especially if they have children of college age. The rental market is strong (and will be even stronger if work on the Mozambique LNG project resumes). A rent of about 1000€ can be expected for a house in QUITUNDA. The inhabitants are the owners of their houses, so they can use them as they wish. It ensures them a satisfactory standard of living, considering the average salary in the region.⁴³

Inter-community disparities

Finally, it should be noted that this brand new village, with its hardened buildings, paved roads and public services, offers a **striking contrast** with the surrounding villages. To reduce this contrast (and the conflicts it may generate), it would be useful to respond as much as possible to the infrastructure requirements of the neighbouring communities.

⁴² Page 195 of the internal document entitled "Plan for relocation of burials".

⁴³ Renters are currently merchants from abroad. There is nothing to exclude that there are no activists that can serve as relays to Islamist activists.

V - Community compensation

Since ANADARKO's era, the Resettlement Plan has included a component to prepare local entities for the life change necessary to get acquainted with a new environment. This work as well as negotiations with the communities was entrusted to the company SCDS, which gave full satisfaction. Following a call for tenders in 2020, this company, although largely in the lead in the technical performance score, was replaced by a lower bidder, the company INCOMATI. Its intervention was limited by force majeure. A new call for tenders, giving priority to the quality of service over price, seems to us necessary.

A resumption of negotiations with communities is essential because they are entitled to their own compensation. Resettlement has consequences on families but also on the "public affairs", i.e., traditional societies, communities. Through our contacts with representatives of neighbouring communities, we have received lists of proposals in this area.⁴⁴ These lists should be examined, both as a basis for the evaluation of community compensation and for setting priorities for socio-economic programs (see Section B Part I).

VI - The remedies and methods for resolving disputes

The manager of TotalEnergies' resettlement team in Maputo told us that the method for resolving inventory or compensation disputes was oral. It consists of a complaint to elected

⁴⁴ Appendix VI, Art 3-1 "Information on where complaints can be filed on public notice boards using visual posters, brochures and flyers in local languages, in nkutanos (community meeting places), on the project website (www.mzlng.com) and broadcast on Palma Community Radio which broadcasts throughout the Palma district." Article 3-2 on the other hand manages the means to file complaints "Complaints can be filed in person or through a trusted representative. Complaints can be submitted orally (face to face, by phone) or in writing (letter, SMS/ WhatsApp, e- mail) through any of the following channels:

- Community Liaison Officers (CLOs)
- Any project representative, contractor or subcontractor
- Community Facilitators (CF)
- Community Grievance Management Group
- Village Community Leader or Community Resettlement Committee (CRC) member
- District Resettlement Committee (DRC)
- Delivered to project offices (Maputo, Pemba, Afungi)
- Project information office in Palma Sede
- Issues related Hotline "

community committees reporting to the resettlement team. Minutes are taken for this purpose.

We find in several internal procedures, the issue on managing grievances: in the procedure specifically for the purpose of managing grievances⁴⁵ as well as in the general resettlement plan.⁴⁶

In the framework contract,⁴⁷ of which we have had a copy, it is mentioned in paragraph 7 (dispute resolution): “that the household has the right to use the complaint management mechanism or any other institutionalised procedure to submit any dispute relating to compensation, specifying that this action will have the effect of suspending the payment of the compensation until the dispute is resolved.”

These procedures and contractual documents show that there is no common framework for establishing clear and precise dispute resolution proceedings. Information is difficult to circulate among the population. The multiplicity of persons who can handle complaints leads to confusion.

A referral person or department would be a more appropriate framework.

Art 3-1 “Information on where complaints can be filed is placed on public billboards using visual posters, brochures and flyers in local languages, in nkutanos (community meeting places), on the project website (www.mzlng.com) and broadcast on the Palma community radio broadcast throughout the Palma district. Article 3-2 manages the means for filing a complaint “Complaints may be filed in person or through a trusted representative. Complaints may be submitted orally (face-to-face, by phone) or in writing (letter, SMS/ WhatsApp, email) through one of the following channels:

- *Community Liaisons (CLOs)*
- *Any project representative, contractor or subcontractor*
- *Community Facilitators (CFs)*
- *Community Grievance Management Group*
- *Village community leader or member of the Community Relocation Committee (CCR)*
- *District Relocation Committee (DRC)*
- *Delivered to project offices (Maputo, Pemba, Afungi)*
- *Project Information Desk in Palma Sede*
- *Grievance Hotline”*

⁴⁶ Article 4.6, which regulates dispute resolution, is much more blurred, it stipulates: “One Community and Social Affairs Coordinator and two CLOs have been appointed to support the resettlement process and coordinate commitments with communities and households. During the preparation of the households planned for resettlement, the implementation partners and the project’s Community and Social Affairs team will increase awareness of the means of submitting complaints and provide assurance of prompt resolution of submitted complaints”.

⁴⁷ Appendix IV.

The current mechanism is not clear enough. The possibility of raising a dispute⁴⁸ is certainly open but lacks indication as to the form and the time limits. It is necessary to indicate the dispute resolution mechanism, especially when they are contractual. The right to dispute resolution must be effective and clearly formalised in the contract.

⁴⁸ A recourse is the act of calling on a third person or an institution to obtain recognition of a right that has been unknown. Recourses may be amicable or contentious.

Section C

Summary and recommendations

The current period (March 2023) is particularly crucial for the Mozambique LNG project's future. The return to better security conditions and improvement of the humanitarian situation in the Palma-Afungi area call for **a true development strategy** as well as **the quick achievement of the Resettlement Plan** respecting people's rights. This requires several decisions.

Socio-economic equity considerations

1- A better association of Mozambique LNG consortium partners

TotalEnergies, as the project's industrial leader, has so far played a predominant role in emergency actions as well as socio-economic programs in the area. At this stage, the genuine, sustainable and large-scale development programme requires **the awareness and financial participation** of all the consortium members associated with the project. This includes the **emphasis on Mozambique LNG**, rather than TotalEnergies, in the actions taken towards the related populations.

2- The development of a consistent strategy for socio-economic actions

In this new context the shift from urgency and security to **a global and sustainable approach to development** is essential.

The populations of the areas concerned by the project must benefit immediately and directly, without waiting for the return, which is necessarily deferred, of the benefits derived from the exploitation.

Mozambique LNG's programs in the region, in conjunction with diverse providers, must also be coordinated and designed according to a precise strategy, both in terms of objectives and areas concerned.

This strategy is drafted in the Pamoja Tunaweza initiative. The principle of **strengthening small producers and developing local employment** is a good basis for developing this overall strategy. However, it remains very dispersed and geographically too concentrated, according to criteria that are still marked by security concerns. It must assert its inclusive and sustainable character.

It is also essential to **better integrate other actors**, whether they are NGOs, part of the UN system or the government.

Better coordination with other humanitarian and development stakeholders is essential. These cover larger areas. Their perspective allows Mozambique LNG to broaden its vision and put its action in a more global framework.

In a country (and continent) where population mobility is important, a portion of the territory cannot be isolated without addressing related issues and taking into account the overall situation.

To be effective on a large scale, Mozambique LNG's development actions must be integrated with the actions of several sponsors (World Bank, European Union, national cooperations). The Mozambican State must be called upon to ensure the restoration of public services.

Finally, the pursuit of socio-economic programs implies taking into account the more distant situation in the whole of Cabo Delgado and even in the three northern regions (Nampula and Nyassa) in order to avoid the creation of an **over-assisted enclave** in a regional environment that remains marked by population displacement and lack of public services.

3- To put socio-economic actions under the authority of a single senior manager

An operational restructuring is required within Maputo TotalEnergies subsidiary to design and drive this more ambitious strategy. This function should be performed by **a senior person with extensive experience in development** issues and direct knowledge of other international stakeholders (United Nations, NGOs, national cooperations) as well as Mozambican government entities.

The responsibilities related to this position would be twofold:

- To bring together and unify all of Mozambique LNG's ongoing projects, placing them in a single development focus and giving a coherent institutional and conceptual content to the Pamoja Tunawesa initiative.
- To coordinate Mozambique LNG actions with the other actors in Cabo Delgado and northern Mozambique.

4- The establishment of a global, forward-looking budget over five years for socio-economic programs and cooperation with other agencies

The current financing of programs is provided under several budgetary headings: security, contracts with subcontractors, support for associations.

It is necessary to collect and streamline this financing, **by making it permanent**. This commitment must be made, as highlighted in point 1, with the agreement and participation of all the partners of the consortium.

5- The need to anticipate the evolution of the area in the event that the state of force majeure is lifted

It is more than likely that the Palma-Afungi region will experience a massive influx of people, as employment opportunities will increase, especially to ensure the construction of the DUAT plant. The **anticipation of the impact** this influx will have on local needs is necessary.

Recommendations in relation to the resettlement and compensation of populations affected by the Mozambique LNG DUAT

The resettlement process has been slowed down by the state of force majeure. It is important not to leave the populations concerned in uncertainty and to quickly complete the current process. However, several questions arise regarding the procedure currently followed and requires an overall readjustment, including for those already displaced.

6- The conduct an audit of the procedures followed by the service providers

The involvement of Mozambican service providers in the resettlement process must not be done without **control of their procedures**. The gap between the theoretical process and the field findings leads us to recommend an overall verification of agreements signed or being negotiated to ensure the following:

- conditions for obtaining consent (translation, provision of a prior project, presence of legal assistance for persons concerned);
- immediate delivery of a copy of the agreement to the families at the time of signing, even if additional signatures are required to give the agreement full validity; and
- information and formalisation of dispute resolution mechanisms.

7- Updating the inventories

The inventory of the contents of the compensated and/or compensated plots is a key step in the resettlement process. **The time gap** between these inventories (2015) and the offsets/compensation requires an update.

For the special cases of families whose land would have been transformed by the construction works of the base before inventory, an offer of a lump sum compensation must be made.

8- Accelerating the payment of compensation

The compensation payments are only ensured after a complex circuit of signatures and investigation (community leaders, government, various departments of TotalEnergies). This circuit **lengthens delays** excessively.

They must be **shortened** by proceeding with payment as soon as the families and communities concerned have given their consent, even if an *ex-post* correction is made.

The issue of the banking of beneficiaries is also a factor of delay.

9- Lifting the constraints on families still living in Quitupo

Approximately one third of the families to be relocated still live in the village of Quitupo. **The acceleration of their resettlement** is urgent, to reduce the uncertainty in which they live, and the harm caused by the separation from the rest of the community.

Conservative measures must be taken to improve their living conditions while waiting for the transfer. The possibility of carrying out conservation work on their houses as well as the right to cultivate their land until the transfer, would avoid placing them in a situation of dependence on external aid and precariousness.

10- Reviewing the land allocation mechanism for compensation

The principle of equal land compensation for all families (1 hectare) is questionable. A majority of families seems to have had land of this area (or less). However, accurate assessment of the number of families who had the right to use larger areas is needed. Compensation should take into account their initial situation. They should be offered **higher compensation**, depending on their loss.

To this end and to avoid taking new land from neighbouring communities, it would seem advisable to use the 500 hectares or so of the DUAT located outside the perimeter of the site.

In addition, the shortening of compensation deadlines would make it possible to release land offered as compensation by neighbouring communities more quickly and reduce the conflicts observed.

11- Expanding the proposed fishing areas to resettled populations

Over-exploitation of the area allocated to fishermen affected by the resettlement reduces their income. They should be offered **more and more diverse** fishing locations.

One of the major constraints (and one that compounds the previous one) is the need to use a shuttle bus to get to the shore. The provision of individual and autonomous means of transport would reduce this constraint.

12- Reducing inter-community discrepancies

The creation of the resettlement village in QUITUNDA, with paved roads, public services and permanent buildings, creates a major contrast with neighbouring communities. They highlight the **need for upgrades**. These requests would allow socio-economic actions to be orientated in their direction.

13- Redefining the relationship between Mozambique LNG and the Mozambican Army (JTF)

The renegotiation of the MOU between the Ministry of Defence and Mozambique LNG appears to be necessary in the new security context.

As the only force to protect the area, the JTF, initially deprived of everything, required logistical support and training, to prevent abuses against the civilian population.

Since then, foreign forces have intervened and stationed in the region, ensuring most of the security operations. JTF troops have been moved to fortified bastions. Their equipment has been reinforced. The resumption of agricultural and fishing activities provides them with a local supply market.

In this new configuration, the **redefinition of the relationship between these forces and Mozambique LNG** is necessary.

Any direct link between the consortium and the Mozambican army should be cut-off.

14- Assessing the implementation of these measures

These assessments and recommendations correspond to the current state of the situation.

They should be updated at regular intervals.

Appendix 1

Methodology

- The stakeholders;
- the information gathering tools;
- the processes for gathering information;
- the methods of analysis applied; and
- the legislation.

Stakeholders

The selection of our stakeholders was geared around mission objectives. Priority was granted to meetings with:

- teams responsible for or directly implementing the MOZAMBIQUE LNG project (security, relocation);
- NGOs likely to have dealings with the project or in the area surrounding it: MSF, International Solidarity, MASC;
- International institutions: United Nations system (UN-REP and Deputy Representative, World Food Program, UNDP, OCHA), Embassy of France, USAID, and the British High Commissioner;
- The local populations directly affected by the project. (Villages of QUITUNDA, QUITUPO, SENGA, MAGANGA, MONDLANE)
- The local populations indirectly affected (PALMA, MOCIMBOA DA PRAIA,) by the project in particular those benefiting from socio-economic projects);
- The legal staff of the MOZAMBIQUE LNG project (internal legal service and that of local civil society organisations).

Please bear in mind that the subcontractors were subjected to a transverse survey. Any liability relating to implementation shall remain with Mozambique LNG. It is not our purpose to audit the same. They were auditioned indirectly to the extent that they had any input into the subject matter of the report.

Given that one of us was fluent in Portuguese, the interviews were carried out directly in portuguese without recourse to an interpreter.

Tools

Objectives	Technique
Analysis of the geopolitical context	<ul style="list-style-type: none">- Interviews- Document analysis- Group meeting- Analysis

Safety Analysis	<ul style="list-style-type: none"> - Interviews - Document analysis - Group meeting - Quantitative analysis on-site - Mapping analysis - Field observation
Humanitarian analysis	<ul style="list-style-type: none"> - Interviews - Group meetings - Quantitative and qualitative analysis by means of field trips - Interaction with humanitarians on-site - Field observation
Legal analysis of relocation	<ul style="list-style-type: none"> - Interviews - Group discussions - On-site qualitative analysis - Analysis of legal documents and legislation - Observing procedures in the field

Mission Management

To ensure the success of the mission, we made several field trips in January and February 2023 including 3 trips to AFUNGI and the Palma-Mocímboa-Mueda area, one with escort and two others without escort. Our interventions on the ground were planned in accordance with the different sections of the report (security situation, socio-economic programs, resettlement process). All items of information which were gathered were transcribed, recorded, or photographed.

Analysis

The phases of our analysis began with sorting out our information, transcribing it, processing it and last, breaking it up (into themes and categories). Although we considered the analysis as an objective, deductive and quantitative procedure, our approach enabled us to go beyond manifest content to make the underlying content explicit.

Nevertheless, this analysis remains valid in accordance with its primary focus at a given point in time. The content analysed is constantly evolving.

Legislation

The Data Protection and Freedom Act gives data subjects control over their data by enabling them to understand how it will be processed, to freely choose whether to accept such processing, and to freely change their mind. To respect their choices, certain persons are not mentioned by name in this report.

New obligations were created by the French law of 27 March 2017¹. Large companies² are required to create and implement a vigilance plan relating to the business of the company and all the subsidiaries or companies they control. In other words, these companies must identify and prevent the risk of serious harm to human rights, to fundamental freedoms, to the health and safety of persons as well as to the environment.

The vigilance plan includes a mapping out of these risks, regular assessment procedures, mitigation actions, an alert mechanism and a monitoring mechanism³. This duty of vigilance is wide and is not spelled out in the law. It consists in taking responsibility for the risks of its activity but above all in preventing them.

It is prudent for each company to exercise the duty of vigilance in the widest manner possible. In the vigilance plan published by TotalEnergies⁴, a specific note on MOZAMBIQUE LNG was included included⁵.

The drafting of this report was conducted in the spirit of vigilance expressed by the law.

¹ Two articles **L225-102-4 and L225-102-5 of the French Commercial Code**

² at least five thousand employees within it and its direct or indirect subsidiaries, with its registered office in France or at least ten thousand employees within it and its direct or indirect subsidiaries, whose registered office is in France or abroad.

³The originality of the text is that it intervenes ex ante et not ex post to repress tortious behavior or to repair damage caused.

⁴ Page 159-160 of the universal registration document

⁵ A Memorandum of Understanding was signed on 12 December 2022 with the Ministry of Justice to provide logistical support to accelerate the implementation of human rights activities in the Palma/Afungi region.




Annexe II



RBLL DUAT and PIZ Areas



Legend

-  Project Industrial Zone
-  Security Fence
-  RBLL DUAT

Document Information:
APC Document: **DRAFT**

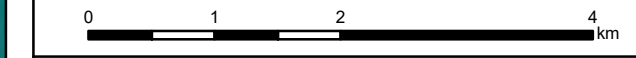
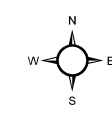
Version	Date:	Requested By:	Created By:	Approved By
01	03 March 2023	IL	EC	IL

Notes: 1) Data is subject to change.

W:\Entry\Mung\PartnerData\Resettlement Land Access\Land_Access_GIS\OA_OC_Data Validation\02-Met\QAQC-23-0226\01_RBLL DUAT and PIZ Areas-A3-03032023_Landscape.mxd

Geodesic Information:

Projection: UTM
 Zone: 37S
 Spheroid: WGS 1984
 Datum: WGS 1984



Annexe III

Lei n° 19/97
de 1 de Outubro

Como meio universal de criação de riqueza e do bem-estar social, o uso e aproveitamento da terra é direito de todo o povo moçambicano.

O desafio que o país enfrenta para o seu desenvolvimento, bem como a experiência na aplicação da Lei n° 6/79, de 3 de Julho, Lei de Terras, mostram a necessidade da sua revisão, de forma a adequá-la à nova conjuntura política, económica e social e garantir o acesso e a segurança de posse da terra, tanto dos camponeses moçambicanos, como dos investidores nacionais e estrangeiros.

Pretende-se, assim, incentivar o uso e o aproveitamento da terra, de modo a que esse recurso, o mais importante de que o país dispõe, seja valorizado e contribua para o desenvolvimento da economia nacional.

Nestes termos e ao abrigo do preceituado no n° 1 do artigo 135 da Constituição, a Assembleia da República determina:

CAPÍTULO I

DISPOSIÇÕES GERAIS

ARTIGO 1

(Definições)

Para efeitos da presente Lei, entende-se por:

1. *Comunidade local*: agrupamento de famílias e indivíduos, vivendo numa circunscrição territorial de nível de localidade ou inferior, que visa a salvaguarda de interesses comuns através da protecção de áreas habitacionais, áreas agrícolas, sejam cultivadas ou em pousio, florestas, sítios de importância cultural, pastagens, fontes de água e áreas de expansão.
2. *Direito de uso e aproveitamento da terra*: direito que as pessoas singulares ou colectivas e as comunidades locais adquirem sobre a terra, com as exigências e limitações da presente Lei.
3. *Domínio público*: áreas destinadas à satisfação do interesse público.
4. *Exploração familiar*: actividade de exploração da terra visando responder às necessidades do agregado familiar, utilizando predominantemente a capacidade de trabalho do mesmo.
5. *Licença especial*: documento que autoriza a realização de quaisquer actividades económicas nas zonas de protecção total ou parcial.
6. *Mapa de uso da terra*: carta que mostra toda a ocupação da terra, incluindo a localização da actividade humana e os recursos naturais existentes numa determinada área.
7. *Ocupação*: forma de aquisição do direito de uso e aproveitamento da terra por pessoas singulares nacionais que, de boa fé, estejam a utilizar a terra há pelo menos dez anos, ou pelas comunidades locais.
8. *Pessoa colectiva nacional*: qualquer sociedade ou instituição constituída e registada nos termos da

legislação moçambicana, com sede na República de Moçambique, cujo capital social pertença, pelo menos em cinquenta por cento, a cidadãos nacionais, sociedades ou instituições moçambicanas, privadas ou públicas.

9. *Pessoa colectiva estrangeira*: qualquer sociedade ou instituição constituída nos termos de legislação moçambicana ou estrangeira, cujo capital social seja detido em mais de cinquenta por cento por cidadãos, sociedades ou instituições estrangeiras.
10. *Pessoa singular nacional*: qualquer cidadão de nacionalidade moçambicana.
11. *Pessoa singular estrangeira*: qualquer pessoa singular cuja nacionalidade não seja moçambicana.
12. *Plano de exploração*: documento apresentado pelo requerente do pedido de uso e aproveitamento da terra, descrevendo o conjunto das actividades, trabalhos e construções que se compromete a realizar, de acordo com um determinado calendário.
13. *Plano de uso da terra*: documento aprovado pelo Conselho de Ministros, que visa fornecer, de modo integrado, orientações para o desenvolvimento geral e sectorial de determinada área geográfica.
14. *Plano de urbanização*: documento que estabelece a organização de perímetros urbanos, a sua concepção e forma, parâmetros de ocupação, destino das construções, valores patrimoniais a proteger, locais destinados à instalação de equipamento, espaços livres e o traço esquemático da rede viária e das infra-estruturas principais.
15. *Propriedade da terra*: direito exclusivo do Estado, consagrado na Constituição da República de Moçambique, integrando, para além de todos os direitos do proprietário, a faculdade de determinar as condições do seu uso e aproveitamento por pessoas singulares ou colectivas.
16. *Requerente*: pessoa singular ou colectiva que solicita, por escrito, autorização para o uso e aproveitamento da terra ao abrigo da presente Lei.
17. *Titular*: pessoa singular ou colectiva que tem o direito de uso e aproveitamento da terra, ao abrigo duma autorização ou através de ocupação.
18. *Título*: documento emitido pelos Serviços Públicos de Cadastro, gerais ou urbanos, comprovativo do direito de uso e aproveitamento da terra.
19. *Zona de protecção da natureza*: bem do domínio público, destinado à conservação ou preservação de certas espécies animais ou vegetais, da biodiversidade, de monumentos históricos, paisagísticos e naturais, em regime de manejo preferencialmente com a participação das comunidades locais, determinado em legislação específica.

ARTIGO 2

(Âmbito)

A presente Lei estabelece os termos em que se opera a constituição, exercício, modificação, transmissão e extinção do direito de uso e aproveitamento da terra.

CAPÍTULO II

PROPRIEDADE DA TERRA E DOMÍNIO PÚBLICO

ARTIGO 3

(Princípio geral)

A terra é propriedade do Estado e não pode ser vendida ou, por qualquer outra forma, alienada, hipotecada ou penhorada.

ARTIGO 4

(Fundo Estatal de Terras)

Na República de Moçambique, toda a terra constitui o Fundo Estatal de Terras.

ARTIGO 5

(Cadastro Nacional de Terras)

1. O Cadastro Nacional de Terras compreende a totalidade dos dados necessários, nomeadamente para:

- a) conhecer a situação económico-jurídica das terras;
- b) conhecer os tipos de ocupação, uso e aproveitamento, bem como a avaliação da fertilidade dos solos, manchas florestais, reservas hídricas de fauna e de flora, zonas de exploração mineira e de aproveitamento turístico;
- c) organizar eficazmente a utilização da terra, sua protecção e conservação;
- d) determinar as regiões próprias para produções especializadas.

2. O Cadastro Nacional de Terras procede à qualificação económica dos dados definidos no número anterior do presente artigo, de modo a permitir fundamentar a planificação e a distribuição dos recursos do país.

ARTIGO 6

(Domínio público)

São do domínio público as zonas de protecção total e parcial.

ARTIGO 7

(Zonas de protecção total)

Consideram-se zonas de protecção total as áreas destinadas a actividades de conservação ou preservação da natureza e de defesa e segurança do Estado.

ARTIGO 8

(Zonas de protecção parcial)

Consideram-se zonas de protecção parcial:

- a) o leito das águas interiores, do mar territorial e da zona económica exclusiva;
- b) a plataforma continental;
- c) a faixa da orla marítima e no contorno de ilhas, baías e estuários, medida da linha das máximas preia-mares até 100 metros para o interior do território;
- d) a faixa de terreno até 100 metros confinante com as nascentes de água;

- e) a faixa de terreno no contorno de barragens e albufeiras até 250 metros;
- f) os terrenos ocupados pelas linhas férreas de interesse público e pelas respectivas estações, com uma faixa confinante de 50 metros de cada lado do eixo da via;
- g) os terrenos ocupados pelas auto-estradas e estradas de quatro faixas, instalações e condutores aéreos, superficiais, subterrâneos e submarinos de electricidade, de telecomunicações, petróleo, gás e água, com uma faixa confinante de 50 metros de cada lado, bem como os terrenos ocupados pelas estradas, com uma faixa confinante de 30 metros para as estradas primárias e de 15 metros para as estradas secundárias e terciárias;
- h) a faixa de dois quilómetros ao longo da fronteira terrestre;
- i) os terrenos ocupados por aeroportos e aeródromos, com uma faixa confinante de 100 metros;
- j) a faixa de terreno de 100 metros confinante com instalações militares e outras instalações de defesa e segurança do Estado.

ARTIGO 9

(Licenças especiais para o exercício de actividades nas zonas de protecção total e parcial)

Nas zonas de protecção total e parcial não podem ser adquiridos direitos de uso e aproveitamento da terra, podendo, no entanto, ser emitidas licenças especiais para o exercício de actividades determinadas.

CAPÍTULO III

DIREITO DE USO E APROVEITAMENTO DA TERRA

ARTIGO 10

(Sujeitos nacionais)

1. Podem ser sujeitos do direito de uso e aproveitamento da terra as pessoas nacionais, colectivas e singulares, homens e mulheres, bem como as comunidades locais.

2. As pessoas singulares ou colectivas nacionais podem obter o direito de uso e aproveitamento da terra, individualmente ou em conjunto com outras pessoas singulares ou colectivas, sob a forma de co-titularidade.

3. O direito de uso e aproveitamento da terra das comunidades locais obedece aos princípios da co-titularidade, para todos os efeitos desta Lei.

ARTIGO 11

(Sujeitos estrangeiros)

As pessoas singulares e colectivas estrangeiras podem ser sujeitos do direito de uso e aproveitamento da terra, desde que tenham projecto de investimento devidamente aprovado e observem as seguintes condições:

- a) sendo pessoas singulares, desde que residam há pelos menos cinco anos na República de Moçambique;
- b) sendo pessoas colectivas, desde que estejam constituídas ou registadas na República de Moçambique.

ARTIGO 12

(Aquisição)

O direito de uso e aproveitamento da terra é adquirido por:

- a) ocupação por pessoas singulares e pelas comunidades locais, segundo as normas e práticas costumeiras no que não contrariem a Constituição;
- b) ocupação por pessoas singulares nacionais que, de boa fé, estejam a utilizar a terra há pelo menos dez anos;
- c) autorização de pedido apresentado por pessoas singulares ou colectivas na forma estabelecida na presente Lei.

ARTIGO 13

(Titulação)

1. O título será emitido pelos Serviços Públicos de Cadastro, gerais ou urbanos.

2. A ausência de título não prejudica o direito de uso e aproveitamento da terra adquirido por ocupação nos termos das alíneas a) e b) do artigo anterior.

3. O processo de titulação do direito de uso e aproveitamento da terra inclui o parecer das autoridades administrativas locais, precedido de consulta às respectivas comunidades, para efeitos de confirmação de que a área está livre e não tem ocupantes.

4. Os títulos emitidos para as comunidades locais são nominativos, conforme a denominação por elas adoptada.

5. As pessoas singulares, homens e mulheres, membros de uma comunidade local podem solicitar títulos individualizados, após desmembramento do respectivo terreno das áreas da comunidade.

ARTIGO 14

(Registo)

1. A constituição, modificação, transmissão e extinção do direito de uso e aproveitamento da terra estão sujeitas a registo.

2. A ausência de registo não prejudica o direito de uso e aproveitamento da terra adquirido por ocupação, nos termos das alíneas a) e b) do artigo 12, desde que devidamente comprovado nos termos da presente Lei.

ARTIGO 15

(Prova)

A comprovação do direito de uso e aproveitamento da terra pode ser feita mediante:

- a) apresentação do respectivo título;
- b) prova testemunhal apresentada por membros, homens e mulheres, das comunidades locais;
- c) peritagem e outros meios permitidos por lei.

ARTIGO 16

(Transmissão)

1. O direito de uso e aproveitamento da terra pode ser transmitido por herança, sem distinção de sexo.

2. Os titulares do direito de uso e aproveitamento da terra podem transmitir, entre vivos, as infra-estruturas, construções e benfeitorias nela existentes, mediante escritura pública precedida de autorização da entidade estatal competente.

3. Nos casos referidos no número anterior, a transmissão é averbada no respectivo título.

4. No caso de prédios urbanos, com a transmissão do imóvel transmite-se o direito de uso e aproveitamento do respectivo terreno.

5. O titular do direito de uso e aproveitamento da terra pode constituir hipoteca sobre os bens imóveis e as benfeitorias que, devidamente autorizado, edificou no terreno ou sobre os quais legalmente tenha adquirido o direito de propriedade.

ARTIGO 17

(Prazo)

1. O direito de uso e aproveitamento da terra para fins de actividades económicas está sujeito a um prazo máximo de 50 anos, renovável por igual período a pedido do interessado. Após o período de renovação, um novo pedido deve ser apresentado.

2. Não está sujeito a prazo o direito de uso e aproveitamento da terra:

- a) adquirido por ocupação pelas comunidades locais;
- b) destinado à habitação própria;
- c) destinado à exploração familiar exercida por pessoas singulares nacionais.

ARTIGO 18

(Extinção do direito de uso e aproveitamento da terra)

1. O direito de uso e aproveitamento da terra extingue-se:

- a) pelo não cumprimento do plano de exploração ou do projecto de investimento, sem motivo justificado, no calendário estabelecido na aprovação do pedido, mesmo que as obrigações fiscais estejam a ser cumpridas;
- b) por revogação do direito de uso e aproveitamento da terra por motivos de interesse público, precedida do pagamento de justa indemnização e/ou compensação;
- c) no termo do prazo ou da sua renovação;
- d) pela renúncia do titular.

2. No caso de extinção do direito de uso e aproveitamento da terra, as benfeitorias não removíveis reverterem a favor do Estado.

CAPÍTULO IV

EXERCÍCIO DE ACTIVIDADES ECONÓMICAS

ARTIGO 19

(Plano de exploração)

O requerente de um pedido de direito de uso e aproveitamento da terra deve apresentar um plano de exploração.

ARTIGO 20

(Licenciamento e direito de uso e aproveitamento da terra)

A aprovação do pedido do direito de uso e aproveitamento da terra não dispensa a obtenção de licenças ou outras autorizações exigidas por:

- a) legislação aplicável ao exercício das actividades económicas pretendidas, nomeadamente agro-pecuárias

ou agro-industriais, industriais, turísticas, comerciais, pesqueiras e mineiras e à protecção do meio ambiente;
b) directrizes dos planos de uso da terra.

ARTIGO 21

(Prazo das licenças)

As licenças terão o seu prazo definido de acordo com a legislação aplicável, independentemente do prazo autorizado para o exercício do direito de uso e aproveitamento da terra.

CAPÍTULO V

COMPETÊNCIAS

ARTIGO 22

(Áreas não cobertas por planos de urbanização)

Em áreas não cobertas por planos de urbanização, compete:

1. Aos Governadores Provinciais:

- a) autorizar pedidos de uso e aproveitamento da terra de áreas até ao limite máximo de 1000 hectares;
- b) autorizar licenças especiais nas zonas de protecção parcial;
- c) dar parecer sobre os pedidos de uso e aproveitamento da terra relativos a áreas que correspondam à competência do Ministro da Agricultura e Pescas.

2. Ao Ministro da Agricultura e Pescas:

- a) autorizar os pedidos de uso e aproveitamento da terra de áreas entre 1000 e 10 000 hectares;
- b) autorizar licenças especiais nas zonas de protecção total;
- c) dar parecer sobre os pedidos de uso e aproveitamento da terra relativos a áreas que ultrapassem a sua competência.

3. Ao Conselho de Ministros:

- a) autorizar pedidos de uso e aproveitamento da terra de áreas que ultrapassem a competência do Ministro da Agricultura e Pescas, desde que inseridos num plano de uso da terra ou cujo enquadramento seja possível num mapa de uso da terra;
- b) criar, modificar ou extinguir zonas de protecção total e parcial;
- c) deliberar sobre a utilização do leito das águas territoriais e da plataforma continental.

ARTIGO 23

(Conselhos Municipais e de Povoação e Administradores de Distrito)

Compete aos Presidentes dos Conselhos Municipais e de Povoação e aos Administradores de Distrito, nos locais onde não existam órgãos municipais, autorizar pedidos de uso e aproveitamento da terra nas áreas cobertas por planos de urbanização e desde que tenham serviços públicos de cadastro.

ARTIGO 24

(Comunidades locais)

1. Nas áreas rurais, as comunidades locais participam:

- a) na gestão de recursos naturais;
- b) na resolução de conflitos;
- c) no processo de titulação, conforme o estabelecido no nº 3 do artigo 13 da presente Lei;
- d) na identificação e definição dos limites dos terrenos por elas ocupados.

2. No exercício das competências referidas nas alíneas a) e b) do nº 1 do presente artigo, as comunidades locais utilizam, entre outras, as normas e práticas costumeiras.

CAPÍTULO VI

PROCESSO DE AUTORIZAÇÃO DE PEDIDOS DE USO E APROVEITAMENTO DA TERRA

ARTIGO 25

(Autorização provisória)

1. Após a apresentação do pedido de uso e aproveitamento da terra, é emitida uma autorização provisória.

2. A autorização provisória tem a duração máxima de cinco anos para as pessoas nacionais e de dois anos para as pessoas estrangeiras.

ARTIGO 26

(Autorização definitiva)

Desde que cumprido o plano de exploração dentro do período de autorização provisória, é dada a autorização definitiva de uso e aproveitamento da terra e emitido o respectivo título.

ARTIGO 27

(Revogação da autorização provisória)

No término da autorização provisória, constatado o não cumprimento do plano de exploração sem motivos justificados, pode a mesma ser revogada, sem direito a indemnização pelos investimentos não removíveis entretanto realizados.

CAPÍTULO VII

PAGAMENTOS

ARTIGO 28

(Taxas)

1. Os titulares do direito de uso e aproveitamento da terra estão sujeitos ao pagamento de taxas, cujo valor é determinado tendo em conta a localização dos terrenos, a sua dimensão e a finalidade do seu uso e aproveitamento, a saber:

- a) taxa de autorização;
- b) taxa anual, a qual poderá ser progressiva ou regressiva, de acordo com os investimentos realizados.

2. São fixadas taxas preferenciais para os cidadãos nacionais.

ARTIGO 29

(Utilização gratuita da terra)

O uso e aproveitamento da terra é gratuito quando se destina

- a) ao Estado e suas instituições
- b) às associações de utilidade pública reconhecidas pelo Conselho de Ministros
- c) às explorações familiares às comunidades locais e pessoas singulares que as integram
- d) às cooperativas e associações agro pecuárias nacionais de pequena escala

CAPÍTULO VIII

DISPOSIÇÕES FINAIS E TRANSITÓRIAS

ARTIGO 30

(Representação e actuação das comunidades locais)

Os mecanismos de representação e actuação próprios das comunidades locais no que respeita aos direitos de uso e aproveitamento de terra são fixados por lei

ARTIGO 31

(Planos de uso da terra)

Os princípios para elaboração e aprovação de planos de uso da terra são definidos por lei

ARTIGO 32

(Aplicação da Lei)

1 Os direitos de uso e aproveitamento da terra sejam adquiridos por ocupação ou por aprovação de um pedido passam a reger-se pela presente Lei salvaguardados os direitos adquiridos

2 A resolução de conflitos sobre a terra é feita em foro moçambicano

ARTIGO 33

(Regulamentação)

Compete ao Conselho de Ministros aprovar a regulamentação da presente Lei

ARTIGO 34

(Legislação anterior)

São revogadas as Leis n.º 6/79 de 3 de Julho e n.º 1/86 de 16 de Abril e a demais legislação anterior contrária à presente Lei

ARTIGO 35

(Entrada em vigor)

A presente Lei entra em vigor noventa dias após a sua publicação aprovada pela Assembleia da República aos 31 de Julho de 1997

O Presidente da Assembleia da República em exercício
Abdul Carimo Mahomed Issa

Promulgada a 1 de Outubro de 1997

Publique-se

O Presidente da República JOAQUIM ALBERTO CHISSANO

Lei n.º 20/97

de 1 de Outubro

A Constituição do nosso país confere a todos os cidadãos o direito de viver num ambiente equilibrado, assim como o dever de o defender. A materialização deste direito passa necessariamente por uma gestão correcta do ambiente e dos seus componentes e pela criação de condições propícias à saúde e ao bem-estar das pessoas ao desenvolvimento sócio-económico e cultural das comunidades e à preservação dos recursos naturais que as sustentam.

Nestes termos e ao abrigo do disposto no n.º 1 do artigo 135 da Constituição a Assembleia da República determina:

CAPÍTULO I

DISPOSIÇÕES GERAIS

ARTIGO 1

(Definições)

Para efeitos da presente Lei

- 1 *Actividade* é qualquer acção de iniciativa pública ou privada relacionada com a utilização ou a exploração de componentes ambientais a aplicação de tecnologias ou processos produtivos, planos, programas, actos legislativos ou regulamentares, que afecta ou pode afectar o ambiente
- 2 *Ambiente* é o meio em que o Homem e outros seres vivem e interagem entre si e com o próprio meio e inclui
 - a) o ar a luz a terra e a água
 - b) os ecossistemas a biodiversidade e as relações ecológicas
 - c) toda a matéria orgânica e inorgânica
 - d) todas as condições sócio-culturais e económicas que afectam a vida das comunidades
- 3 *Associações de Defesa do Ambiente* são pessoas colectivas que tem como objecto a protecção a conservação e a valorização dos componentes ambientais. Estas associações podem ter âmbito internacional nacional regional ou local
- 4 *Auditoria Ambiental* é um instrumento de gestão e de avaliação sistemática documentada e objectiva do funcionamento e organização de sistema de gestão e dos processos de controlo e protecção do ambiente
- 5 *Avaliação do Impacto Ambiental* é um instrumento de gestão ambiental preventiva e consiste na identificação e análise prévia qualitativa e quantitativa dos efeitos ambientais benéficos e perniciosos de uma actividade proposta
- 6 *Biodiversidade* é a variedade e variabilidade entre os organismos vivos de todas as origens incluindo entre outros os ecossistemas terrestres marinhos e outros ecossistemas aquáticos assim como os complexos ecológicos dos quais fazem parte compreende a diversidade dentro de cada espécie entre as espécies e de ecossistemas

Annexe IV

Número do Agregado Familiar (CCN): 01041

Número do Agregado Familiar (CCN)	01041
Tipo de Deslocação	Física
Fase de Deslocação	P2_0_0 - Fase 2 Tudo

**ACORDO DE COMPENSAÇÃO E DE REASSENTAMENTO
CELEBRADO ENTRE**

A TOTAL E&P MOZAMBIQUE AREA 1, LDA., uma empresa constituída sob as leis da República de Moçambique, com sede na Avenida Julius Nyerere, n.º 3214, em Maputo, registada junto da Conservatória do Registo de Entidades Legais sob o número 1000004674, com o número único de identificação tributária (NUIT) 400162621, na qualidade de co-promotor do Projecto de Desenvolvimento de Gás em Moçambique, neste acto representada por _____ na qualidade de mandatário (doravante designada por "TEPMA1" ou o Promotor do Projecto)

E

NOME DA FAMÍLIA S _____ identificado pelo NÚMERO DO AGREGADO FAMILIAR 01041 ("O AGREGADO FAMILIAR") aqui representado por _____ portador(a) do Bilhete de Identidade número _____ residente em Quitupo, e _____ portador(a) do Bilhete de Identidade número _____ residente em _____ casados ____/____ parceiros em união de facto ____/____ em outro tipo de relação ____

E

O GOVERNO DA REPÚBLICA DE MOÇAMBIQUE, representado por _____ (doravante designado por "GdM")

(O Promotor do Projecto, o Agregado Familiar e o GdM são, doravante, designados colectivamente por as "Partes")

CONSIDERANDO QUE:

- I. O Promotor do Projecto detém direitos de pesquisa, desenvolvimento e produção de recursos petrolíferos nos termos do Contrato de Concessão para Pesquisa e Produção da Área 1 Offshore celebrado com o GdM e a Empresa Nacional de Hidrocarbonetos, E.P., no dia 20 de Dezembro de 2006;
- II. O Promotor do Projecto detém certos direitos de uso da terra nos termos de acordos de cessão de exploração celebrados com a Rovuma Basin LNG Land, Lda., detentora do direito de uso e aproveitamento da terra (DUAT) sobre uma área de 6,475 ha, localizada na Península de Afungi, onde serão construídas e operadas diversas infraestruturas ("Actividades do Projecto") e serão implementados projectos de subsistência (o "Local do Projecto");
- III. As Actividades do Projecto farão com que o Local do Projecto se torne inadequado para a habitação e para a prática de actividades de subsistência, pelos Agregados Familiares e restringirão o acesso a zonas de pesca, zonas entremarés e recursos de pesca. Em reconhecimento disso, o GdM aprovou um Plano de Reassentamento participativo conjuntamente elaborado pelo Promotor do Projecto para abordar a gestão dos impactos do deslocamento físico e económico dos agregados familiares afectados;

ASSIM, as Partes acordam livremente e mutuamente nos seguintes termos:

I. CONDIÇÕES GERAIS

1. DEFINIÇÕES

Os termos usados neste documento comportarão o mesmo significado que lhes é atribuído no Plano de Reassentamento aprovado para o Projecto de Desenvolvimento de Gás em Moçambique, assim como no Regulamento sobre o Processo de Reassentamento Resultante de Actividades Económicas, aprovado pelo Decreto n.º 31/2012, de 8 de Agosto.

2. DECLARAÇÕES DO CHEFE DO AGREGADO FAMILIAR

O signatário, agindo na qualidade de Chefe do Agregado Familiar, declara, para todos os efeitos legais, que:

- a) Possui legitimidade e o apoio dos membros do Agregado Familiar para celebrar o presente Acordo em nome e em benefício desse Agregado Familiar; e

- b) Possui capacidade jurídica para celebrar o presente Acordo.[1]

3. OBJECTO DO ACORDO

O presente acordo estabelece os termos sob os quais será efectuada a compensação, incluindo o reassentamento dos Agregados Familiares, conforme aplicável, em resultado da implementação do Projecto de Desenvolvimento de Gás em Moçambique, em conformidade com os termos do Plano de Reassentamento.

4. TERMOS GERAIS DO REASSENTAMENTO E DA COMPENSAÇÃO

- 4.1 O Promotor do Projecto compensará por todos os bens fixos do Agregado Familiar elegíveis registados no Inventário Patrimonial do Reassentamento como tendo sido afectados
- 4.2 Determinadas categorias de bens fixos serão compensadas em dinheiro. Outros bens, perdas, danos, perturbação, transtorno serão compensados em espécie através de alternativas de substituição e / ou outras formas de assistência.
- 4.3 O Quadro de Perdas do Agregado Familiar e compensação monetária associada consta do ANEXO I. A compensação em espécie à qual o Agregado Familiar tem direito em resultado das perdas está especificada no ANEXO II ("Compensação em Espécie").
- 4.4 O Promotor do Projecto efectuará o pagamento do valor monetário acordado em forma de transferência bancária ou depósito bancário na conta bancária do Agregado Familiar designada.
- 4.5 Com a assinatura deste acordo, o Agregado Familiar concorda em:
- a) Renunciar aos seus direitos sobre a terra identificada no Local do Projecto, assim como aos bens nela implantados e, bem assim, desocupar o talhão residencial e a residência, quando aplicável nos termos do Anexo II no prazo de 30 (trinta) dias da data da assinatura do presente acordo; e
 - b) Proceder à colheita e/ ou recuperar quaisquer materiais no Local do Projecto e, bem assim, desocupar o respectivo talhão no prazo de 30 (trinta) dias da data da assinatura do presente acordo.

[1] Nos casos em que o chefe do agregado familiar for menor, o acordo deve ser assinado pelo familiar mais próximo com capacidade jurídica (ou outra pessoa agindo como representante legal) em nome do agregado familiar, e deve ser feita menção específica ao facto de o acordo ser assinado na qualidade de representante legal e em benefício dos membros do agregado familiar.

- 4.6 Sem prejuízo do disposto na cláusula 4.5a), os Agregados Familiares incluídos no primeiro grupo a ser realocado, conforme identificados na lista anexa (ANEXO III), para permitir o arranque da construção da aldeia de reassentamento, receberão apoio do Promotor do Projecto para construírem uma residência temporária de condição idêntica à residência actual dos Agregados Familiares em questão.
- 4.7 A residência temporária deve ser construída fora da área do DUAT, numa área a ser indicada em consulta com o Agregado Familiar e com a liderança da comunidade relevante.
- 4.8 O apoio prestado pelo Promotor do Projecto ao Agregado Familiar consistirá na provisão dos materiais de construção necessários para a construção de uma residência temporária, bem como o pagamento do custo de mão-de-obra associado.
- 4.9 Após a conclusão da residência de substituição permanente na aldeia de reassentamento, o Promotor do Projecto enviará aos Agregados Familiares mencionados na cláusula 4.6 acima um aviso prévio de 30 (trinta) dias para que todos os membros do Agregado Familiar em questão desocupem a residência temporária. Pelo presente, o Agregado Familiar concorda em renunciar a quaisquer direitos sobre a residência temporária, incluindo o direito de ocupá-la ou usá-la após o término do prazo da notificação prevista nesta cláusula.
- 4.10 O Promotor do Projecto disponibilizará transporte ao Agregado Familiar e seus pertences, incluindo quaisquer materiais recuperados, para a aldeia de reassentamento.

5. ASSISTÊNCIA ADICIONAL

A assistência adicional facultada pelo Promotor do Projecto consistirá em:

- 5.1 Uma prestação única para relocação fixada em MZN 6.000 para o transporte dos materiais recuperados das estruturas situadas nas machambas, ou noutro lugar, para o novo local, a ser disponibilizada aos Agregados Familiares que percam habitações e/ ou estruturas comerciais; e
- 5.2 Participação nos Programas de Restabelecimento dos Meios de Subsistência, conforme previsto no Plano de Reassentamento e pelo período nele estabelecido.

6. ACORDO FINAL

Com a assinatura deste acordo e após o recebimento da compensação devida estabelecida nos ANEXOS I e II, o Agregado Familiar reconhece ter recebido toda a compensação devida pela perda dos respectivos direitos e bens, nos termos do presente acordo, e declara expressamente nada mais lhe ser devido, pelos Promotor do Projecto, a título de compensação, reassentamento ou a qualquer outro título, salvo no que respeita à:

- a) Perda adicional de acesso a zonas de pesca ou zonas entremarés, por cuja perda será compensado em fases separadas nos termos previstos no Plano de Reassentamento aprovado;
- b) Acesso à ASSISTÊNCIA NO RESTABELECIMENTO DOS MEIOS DE SUBSISTÊNCIA a qual continuará nos precisos termos do Plano de Reassentamento aprovado; e
- c) Compensação devida ao Agregado Familiar por outros bens localizados na área do DUAT, à data da moratória, impactados nas fases subsequentes do processo de reassentamento.

7. RESOLUÇÃO DE LITÍGIOS

O Agregado Familiar tem direito a recorrer ao Mecanismo de Gestão de Reclamações ou qualquer outro procedimento institucionalizado para submeter qualquer litígio em matéria de compensação. Quando haja um litígio entre o Agregado Familiar e o Promotor do Projecto, a compensação pode ser retida até que o litígio seja resolvido através do Mecanismo Comunitário de Gestão de Disputas ou nos termos da lei.

8. LEI APLICÁVEL E ENTRADA EM VIGOR

- 8.1 Este Acordo será regido e interpretado em conformidade com as leis da República de Moçambique.
- 8.2 O Acordo entra em vigor à data da sua assinatura pelas Partes. Se celebrado em exemplares separados, o acordo entrará em vigor na data da última assinatura.

ASSINADO EM Distrito NESTE DIA 21.10.20

PELO CHEFE DO AGREGADO FAMILIAR, EM NOME DO AGREGADO FAMILIAR:

Confirmo que o conteúdo deste documento foi-me explicado na íntegra, que o compreendi e de forma livre e consciente aceitei os termos nele estabelecidos.

ASSINATURA OU IMPRESSÃO DIGITAL DO CHEFE DO AGREGADO FAMILIAR	NOME	DATA

ASSINATURA OU IMPRESSÃO DIGITAL DO CÔNJUGE DO CHEFE DO AGREGADO FAMILIAR	NOME	DATA

TESTEMUNHADO POR:

Confirmo que o conteúdo deste documento foi explicado na íntegra aos signatários acima identificados, os quais declararam ter compreendido e livremente aceitaram os termos aqui estabelecidos.

ASSINATURA / IMPRESSÃO DIGITAL	
NOME	
TÍTULO	Representante Comunitário / Líder
DATA	

ASSINATURA / IMPRESSÃO DIGITAL	
NOME	
TÍTULO	
DATA	

EM NOME DA TOTAL E&P MOZAMBIQUE AREA 1, LDA.:

ASSINATURA	
NOME	
QUALIDADE	
DATA	

EM NOME DO GOVERNO DA REPÚBLICA DE MOÇAMBIQUE:

ASSINATURA	
NOME	
QUALIDADE	
DATA	

**ANEXO I: COMPENSAÇÃO MONETÁRIA POR PERDAS****DESCRIÇÃO E IDENTIFICAÇÃO DO AGREGADO FAMILIAR / INDIVÍDUO**

NÚMERO DO AGREGADO FAMILIAR (CCN)	01041
TIPO DE DESLOCAÇÃO	Física
FASE DE DESLOCAÇÃO	P2_0_0 - Fase 2 Tudo

Perda	Quantidade	Unidade	Taxa / Unidade (MZN)	Montante (MZN)
TERRA				
Terra - Proprietário	10,366	m2	10	103,660
TERRA TOTAL				103,660
ÁRVORES				
Cajueiro	24	No.	7,980	191,520
Coqueiro	5	No.	8,470	42,350
Mangueira	5	No.	5,880	29,400
ÁRVORES TOTAL				263,270
CULTURAS ANUAIS				
Não cultivado; Cultura Padrão	10,015	m2	26	260,390
CULTURAS ANUAIS TOTAL				260,390
ALUGUEL DE CURTA DURAÇÃO (TENANTES)				
Residência	1	No.	0	0
ALUGUEL DE CURTA DURAÇÃO (TENANTES) TOTAL				
ESTRUTURAS AUXILIARES				
Abrigo de Pesca / Agrícola - Fechado	1	Unit	5,000	5,000
Casa de Banho exterior	1	Unit	0	0
ESTRUTURAS AUXILIARES TOTAL				5,000
SUBSIDIOS				
Subsidio de transporte				6,000
SUBSIDIOS TOTAL				6,000
TOTAL COMPENSAÇÃO EM MONETÁRIO PARA AGREGADO FAMILIAR				638,320



ANEXO II: COMPENSAÇÃO EM ESPÉCIE

DESCRIÇÃO E IDENTIFICAÇÃO DO AGREGADO FAMILIAR / INDIVÍDUO

NÚMERO DO AGREGADO FAMILIAR (CCN)	01041
TIPO DE DESLOCAÇÃO	Física
FASE DE DESLOCAÇÃO	P2_0_0 - Fase 2 Tudo

Parte A – Direito à Compensação – Terrestre

SUBSTITUIÇÃO DE HABITAÇÃO

Elegível à habitação de substituição

Sim

Inclui:

Parcela de terra para habitação com 800 m² na aldeia de reassentamento com o DUAT (a ser atribuído pelo Governo)

Habitação de substituição com 70.78 m², paredes em cimento e telhado de chapa ondulada, com latrina externa e cozinha

Registo da parcela de terra

Instalação eléctrica (o proprietário da habitação pagará pelo consumo de energia eléctrica através de um contador pré-pago)

Canalização de abastecimento de água (o proprietário da habitação pagará pelo consumo de água)

Depósito de águas pluviais e caleiras para a recolha de água da chuva

TERRA AGRÍCOLA DE SUBSTITUIÇÃO

Elegível à uma parcela de terra agrícola de substituição

Sim

Inclui:

Provisão de até 1.5 ha (sujeita a disponibilidade) de terra agrícola de reposição. Garantia de posse para terras agrícolas atribuídas pelo Governo. O Projecto suportará todos os custos de levantamento topográfico e todas as taxas inerentes ao processo de emissão do DUAT correspondente

Um pacote de estabelecimento para restabelecimento das actividades agrícolas na nova zona agrícola de reposição

ÁRVORES DE FRUTA DE SUBSTITUIÇÃO

Sim

Elegível à mudas de substituição

Árvore

Total Perdido

Total Substituído

Cajueiro

24

48

Coqueiro

5

10

Mangueira

5

10

TOTAL

34

68

RESTABELECIMENTO DOS MEIOS DE SUBSISTÊNCIA

Elegível à participação nos programas de restabelecimento dos meios de subsistência agrícola aplicáveis

Sim

Elegível à participação nos programas de restabelecimento dos meios de subsistência pesqueiros aplicáveis

Não

Elegível à participação nos programas de restabelecimento dos meios de subsistência alternativos aplicáveis

Sim

ESTRUTURA COMERCIAL DE SUBSTITUIÇÃO

Elegível à uma estrutura comercial de substituição

Não

Assistência na relocação de equipamento e stock para a aldeia de reassentamento

Não

Elegível à um pacote de incentivo comercial (a ser apresentado em cupões mensais)

Não

NUMERO DO AGREGADO FAMILIAR (CCN): 01041

ÁRVORES DE FRUTA DE SUBSTITUIÇÃO

Elegível à mudas de substituição

Sim

Árvore	Total Perdido	Total Substituído
Cajueiro	24	48
Coqueiro	5	10
Mangueira	5	10
TOTAL	34	68

RESTABELECIMENTO DOS MEIOS DE SUBSISTÊNCIA

Elegível à participação nos programas de restabelecimento dos meios de subsistência agrícola aplicáveis

Sim

Elegível à participação nos programas de restabelecimento dos meios de subsistência pesqueiros aplicáveis

Não

Elegível à participação nos programas de restabelecimento dos meios de subsistência alternativos aplicáveis

Sim

ESTRUTURA COMERCIAL DE SUBSTITUIÇÃO

Elegível à uma estrutura comercial de substituição

Não

Assistência na relocação de equipamento e stock para a aldeia de reassentamento

Não

Elegível à um pacote de incentivo comercial (a ser apresentado em cupões mensais)

Não

Parte B – Apoio Adicional

Elegível ao apoio de transição

- Cupões de alimentação, se necessário

Não

Agregado familiar identificado como vulnerável pelo Comité Distrital de Reassentamento

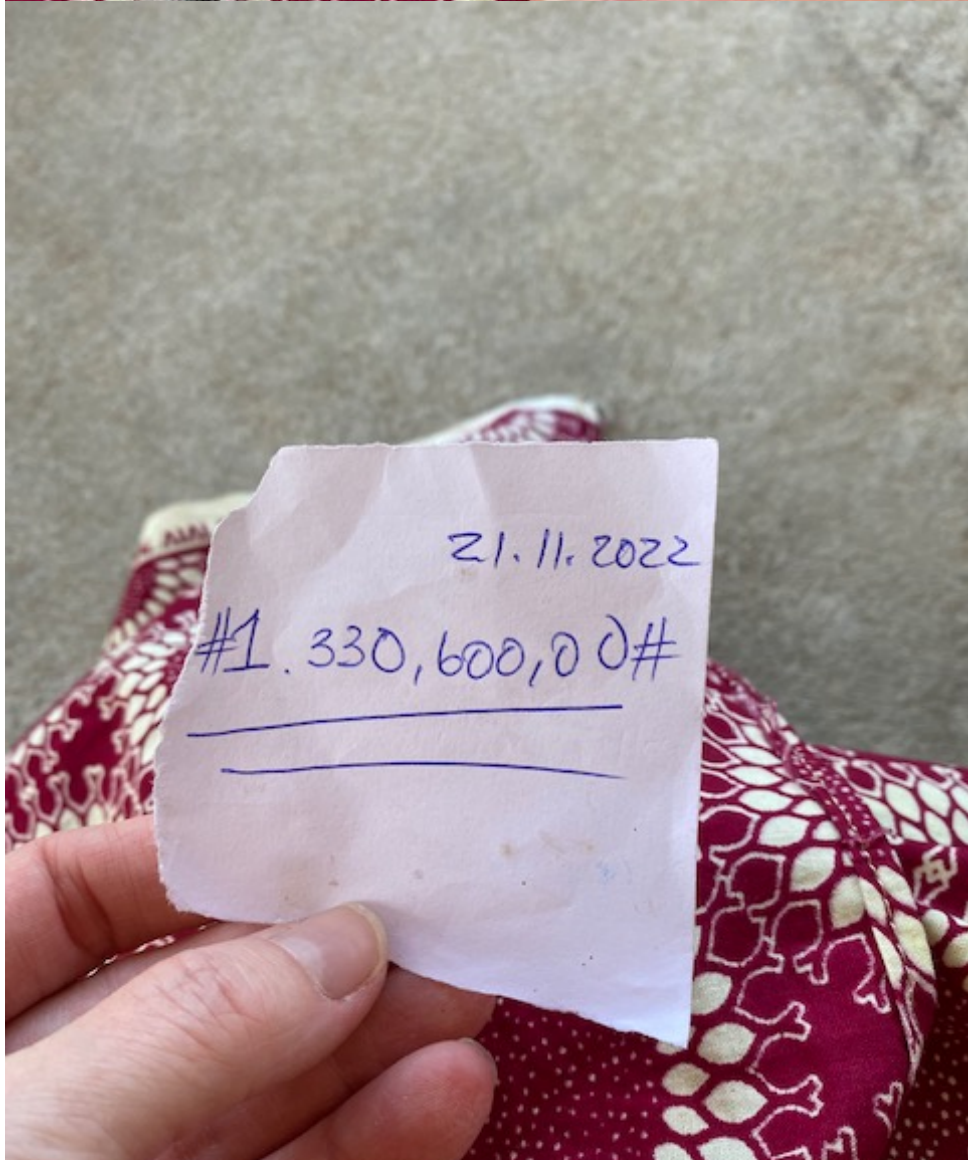
Não

RELOCAÇÃO DE CAMPAS E LOCAIS SAGRADOS

Elegível ao apoio para relocação de campas e locais sagrados

Não

Annexe V



Annexe VI

Plate-forme des organisations de district
De la société civile (PALMA)
Cellulaire
E-mail : [pl](#)

LIST OF AGREEMENTS BETWEEN PALM COMMUNITIES AND TOTALENERGIES FOR LAND TRANSFERS

Mondlane

1. Logement pour chaque personne (maison)
2. Création d'un bac à sel
3. Accès à l'eau potable
4. Création d'un fonds de développement communautaire
5. Projets agricoles assortis de conditions élevées
6. Projets de pêche avec des conditions élevées
7. Allocation d'antennes pour la communication
8. Des moulins capables de traiter et de broyer des denrées alimentaires
9. Affecter l'énergie au développement communautaire
10. Réseau de santé
11. Une école de qualité
12. Création d'emplois dans la communauté
13. Rejoindre la route goudronnée
14. Motivation et amélioration du sport
15. L'élevage de bétail. (chèvres, moutons, bovins) ainsi que l'aviculture (poulets et canards)

Senga

Plate-forme des organisations de district
De la société civile (PALMA)

Cellulaire

E-mail :

1. Trous d'eau
2. Route pavée
3. Courant électrique
4. Terrain de football
5. Marché
6. Centre de ressources
7. Barrage
8. École primaire
9. Création d'associations
10. Éducation des adultes
11. Terminal de bus
12. Commercialisation des produits agricoles
13. Promotion du tourisme communautaire
14. Création de clubs de jeunes
15. École technique professionnelle
16. Création d'une zone de réserve

Notes sur les préoccupations de la communauté :

1. Canalisation des 2,75%.
2. Quelle est la superficie totale occupée par l'entreprise et qu'est-ce qui reste à exploiter par les communautés ?
3. Réserve d'une zone de pâturage communautaire

Plate-forme des organisations de district
De la société civile (PALMA)
Cellulaire
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-
4. Dans quels domaines de responsabilité sociale l'entreprise a-t-elle agi pour la communauté ?

Quitupo

1. Former les jeunes aux techniques professionnelles
2. Construction d'un établissement d'enseignement supérieur
3. Attribution d'équipements agricoles aux familles
4. Fourniture de bateaux de pêche bien équipés

Maganja

Pour recevoir