

15 July 2022<sup>1</sup>

**Mr. Eric de Foresta**  
**Head of Sustainability, SOCFINCO**  
**4 Avenue Guillaume**  
**1650 Luxembourg**

**Subject: RSPO Verification Assessment at SOCAPALM**

Dear Sir,

1. The Secretariat has completed the verification assessment at SOCAPALM following the allegations that were published on [July 2020](#) and [January 2021](#):
2. The key findings from the RSPO verification assessment are as follows:

**2.1 On the allegation that the communities have lost their access to their land as the result of company operations, and that there was limited land available for the community for their sources of income:**

- 2.1.1 The evidence of legal ownership and documentation has been found sufficient;
- 2.1.2 The root causes of the land issues are identified below:
  - a. The diverse interpretation of clauses in the Emphyteutic Lease, related to Clause 6h of the original Emphyteutic Lease (30 June 2000), which stipulates, *“The lease shall NOT replant on an area of 250 ha, located around the village communities. The exact areas shall be designated together with Government authorities and the Lessee. This is to cater for the livelihoods of communities. The Government shall designate the benefiting communities”*;
  - b. The diverse interpretation of Clause D and its annex of the Amendment of the Emphyteutic Lease in August 2005. It stipulates that a total of 20,466 ha of the surface areas shall be returned by SOCAPALM to the local governments for the purpose of urbanisation and be removed from the Lease Agreement. Referring to Decree n°76-166 of 27 April 1976, the returned land remains the property of the government, and the process of land attribution, designating the various surfaces and boundaries, should be conducted by *collectivités territoriales décentralisées*<sup>2</sup> to the local communities of each Council. The process depicted in Decree n°76-166 of 27 April 1976 has not yet taken place;
  - c. The decrees of the Emphyteutic Lease (30 June 2000) from the Government, for the Eseka and Kienke sites, were equipped with maps depicting the original boundaries of the concession. The impact of the unclear maps of the other four sites (Dibombari,

<sup>1</sup> This updated letter replaces and supersedes the formerly uploaded letter dated 16 June 2022. This version of the letter contains factual precision for better clarity and understanding of the findings'

<sup>2</sup> *Collectivités territoriales décentralisées* is an administrative structure that is part of the *Ministère des Domaines, du Cadastre et des Affaires Foncières* (MINDCAF)

- Mbambou, Mbongo, and Edea) has been the lack of boundary pillars on the ground. Some boundary pillars were placed at very wide distances, thus making them difficult to recognise (especially in the planted areas);
- d. Lack of or poor sensitisation to the communities about the land attribution and acquisition process, indicated by false or misconceived information on the field;
  - e. Prolonged administrative processes in Cameroon, which indicated the pending retrocession of the 20,466 ha of land by the Government for the communities in accordance with the Amended Lease Agreement in 2005.
- 2.1.3 In 2017, SOCAPALM as well as the local communities sent letters and complaints concerning land issues to the Ministry of Domains, Cadaster, and Land Affairs (*Ministère des Domaines, du Cadastre et des Affaires Foncières - MINDCAF*), which was followed by the establishment of a Committee with a mission to verify all issues related to land titles and encroachment. The Committee was authorised in 2020 (three years after the letter and complaints were lodged);
- 2.1.4 In June 2021, the Committee established its Cadastral team, and started the field verification process (*Etat des Lieux*) of land related issues in SOCAPALM sites. The team held meetings with the Committee, SOCAPALM, and communities which were represented by Chiefs and Elders. The outcome of these meetings included the appointment of the community's field assistants to take part in the land verification process. The same process was repeated in all SOCAPALM sites;
- 2.1.5 Evidence of the local community's involvement in the land verification process was seen in the minutes of meeting, interviews with the local communities, and payment made by SOCAPALM for their involvement as field assistants;
- 2.1.6 The outcome of the land verification process is a clear identification of the plantation boundaries, clear cadastral map indicating surface areas that have been encroached by local communities in SOCAPALM lands and vice versa;
- 2.1.7 Following the outcome of the field visit and based on the discussion with the local communities, SOCAPALM has made recommendations for the *Ministère des Domaines, du Cadastre et des Affaires Foncières - MINDCAF* on the adjustment of the Land Titles and Lease Agreement. Some of the recommendations include:
- a. SOCAPALM proposed that the Minister of MINDCAF remove all of the areas where communities have installed their farms (village encroachments) from their lease agreements. The communities can keep these areas for continued use. The Cadastral (surveyors) team proposed that a 1 (one) km wide band be left around the villages to cater for vital space;
  - b. The various recommendations have been included in both Cadastral reports and SOCAPALM's proposal to the Minister of MINDCAF. SOCAPALM has produced detailed maps of these proposals and they were sent to the Minister at the time of the assessment.
- 2.1.8 The state is the sole authority that can provide the land to the communities, and in addressing the access to land for the community's livelihood, SOCAPALM's sustainable strategies have been implemented in the following forms:
- a. In the Ndoghejong village in Mbambou, 12.56 ha was accorded to the community by SOCAPALM through an MoU signed on 13 March 2018. The communities also consented to do the replanting of the remaining 26.23 ha around the Mbimbe village. This land is provided for the purpose of community plantations and farms;

- b. From interviews with the Chief of Mbimbe and review of the Bipartite Platform meeting report of November 2020, a further 50 ha of land will be made available by SOCAPALM to the village of Mbimbe in 2022;
- c. In Kienké, SOCAPALM has designated areas around communities where community farms have been created and made available to the local communities (called *Champs Communautaires*). Sample evidence sighted include: First, about 3 ha (in V1 Nord) and second, about 5 ha (in V1 Sud). Both areas have been created and are being used by communities for farming. SOCAPALM plans to create at least 5-10 ha per village inside the Kienke concession area;
- d. In Dibombari, SOCAPALM assists farmers in developing and planting their plantations by providing seedlings as initial support.

## **2.2. On the allegation that the communities have lost their access to clean water resources as a consequence of water pollution caused by chemical waste from the company operations:**

2.2.1 The assessment found that various remediation and mitigation measures have been taken in response to this allegation, such as the creation of portable water points in villages, distribution of water in villages using tankers and the establishment of effluent ponds to treat effluents from mills. SOCAPALM recognised that effluents from its mills have caused pollution in the past. This recognition has made the company seek solutions to remedy or mitigate the situation.

2.2.2 The bipartite meeting between SOCAPALM and local communities has identified short-term and long-term solutions in eliminating pollution, including:

- a. (For the short term): SOCAPALM delivers water every day to the riverside villages through tanker trucks;
- b. (For the long term): SOCAPALM connects some riparian villages to its drinking water network (Mbonjo) or builds boreholes in the other sites. However, not all the riparian villages have been supplied with drinking water yet. A drinking water supply programme is budgeted for the year 2022.

## **2.3 On the allegation that the communities are isolated from nearby educational facilities caused by the company roadblock and as a consequence, communities have lost their access to nearby educational facilities:**

2.3.1 The assessment team confirms that these are historic and date back to practices in the late 2000s and were a requirement of the Lease Agreement. The company has now reopened some roads to facilitate access to communities where necessary;

2.3.2 Sampled evidence in the Mbonjo village of the Anglophone section shows that the ratio between students coming from local communities and children of SOCAPALM employees in primary level is 61%:39%. While in the nursery, 46% of the students are from the local communities and 54% are children of SOCAPALM employees. In general, according to SOCAPALM statistics, in all five sites, 32% of students are SOCAPALM employees' children and 62% are non-employee children from community villages;

2.3.3 The allegations that SOCAPALM activities deprive communities access to education is unfounded. SOCAPALM has enhanced educational facilities by building more schools and classrooms in most sites and has put a system in place for transporting kids to various schools.

## 2.4 On the allegation that women are sexually abused and harassed by company guards and police:

2.4.1 SOCAPALM has put in place a company policy on the prevention of sexual harassment and all other forms of harassment and violence in the workplace entitled, “*Politique concernant le harcèlement sexuel et les autres types de harcèlement et de violence en milieu de travail*”, which have been communicated and distributed to various stakeholders;

2.4.2 The policy sensitisation programme has been conducted but may not have reached all relevant targeted audiences (e.g., the village women themselves). The policy is not seen in the public notice board;

2.4.3 There are three types of cases pertaining to the women’s bodily and physical integrity, referring to the *locus of the events*. First, is the sexual harassment in the workplace. Second, is the sexual misconduct occurred in the vicinity of SOCAPALM areas. Third, is the unidentified case referring to the one in which the locus is unknown due to the confidentiality of the case. The aforementioned cases are as follows:

a. Sexual harassment related cases:

The case was lodged to the Gender Committee at Dibombari Nkapa Mill. The allegation was directed against the superior by his subordinate. The Gender Committee then conducted the assessment. It was concluded by the committee that the complaint was unfounded. The result of the assessment indicated that the Complainant was oftentimes absent from her duty post and spent most of her time chatting with her colleagues, thus disrupting her work. The superior reproached her, and she described the act as “harassment”.

b. Sexual misconduct related cases:

- On 18 August 2020, a complaint was lodged by SOCAPALM employees in the Dibombari site. The allegation was against the SOCAPALM employee (contractor) who was accused of raping a minor in the village of the local community. SOCAPALM carried out an investigation on this complaint and concluded that the allegation was verified.
- Unreported cases of sexual misconduct involving women in the communities and the security guards were verified through interviews with the communities, Gender Committee, security guards, and female representatives of SYNAPARCAM (a civil society advocating community’s issues in the area of plantation). The sexual misconducts are linked to two motives: First, the women’s community which was caught red handed stealing FFBs used “sexual relationship” as a bid to negotiate with guards in exchange for their release from obligation to pay for the stolen FFBs. Second, the “sexual relationship” was offered as a way to create a “permanent” passage through the plantations without being controlled, since they would eventually be known as the “guard’s girlfriend”.

c. Unidentified cases related to women's bodily and physical integrity:

In early November/late October 2021, a rape case was lodged to the Gendarmerie de Nkapa (Police) in the Dibombari site. Following the reported case, the Gendarmerie conducted the investigation, and the perpetrator was arrested and charged. There are no details provided by the Gendarmerie, apart from the fact that the accused was terminated from the company. However, the Deputy Gendarmerie Commander indicated that the Gendarmerie does not (and is not obliged to) report to SOCAPALM about any cases brought to their attention, as part of the confidentiality process in such cases. The Gendarmerie however ensures that the case is transferred to the legal department for prosecution.

## 2.5 On the allegation that the company grievance mechanisms lack clarity concerning the absence of transparency and accountability to the related parties.

2.5.1 The scope of the grievance procedure includes an internal procedure that defines the various types of grievances covered, which include all types of issues that could arise in the course of executing duties or in the work environment, and an external procedure that also defines various types of grievances and stipulates that any external stakeholder is free to lodge a complaint;

2.5.2 The procedure stipulates:

- a. Assistance is to be provided by the company for complainants who cannot read or write, and oral complaints in the complainants' preferred language are accepted;
- b. Anonymity and confidentiality are accepted and respected, if the complainant so prefers;
- c. Aspects such as pollution, inappropriate behaviour from staff or contractor (e.g., sexual harassment), destruction of HCVs (e.g., sacred sites), negative media publications, etc., are considered as major grievances and have to be investigated immediately and must be closed within 60 to 90 days;
- d. Grievances outside major grievance categories (point c above) have to be addressed within 30 to 45 days;
- e. All communication channels are open during the entire process of complaint handling;
- f. The procedure gives the option of access to independent legal and technical advice, and the ability for complainants to choose individuals or groups to support them and/or act as observers, as well as the option of a third-party mediator.

2.5.3 The grievance procedure lacks:

- a. Stipulation on the obligation of SOCAPALM to keep parties informed on the progress during the complaint's investigations. The procedure only requires acknowledgement of receipt within 72 hours;
- b. Even though the procedure indicates that in case of an unsatisfactory outcome, a complainant has the option of access to independent legal and technical advice, or use other mechanisms of their choice (e.g., RSPO), this is not included in the response letters sent to complainants.

- 2.5.2 In the level of implementation of the grievance procedure related to the timeline, there is evidence that complaints are not always addressed within the stipulated timelines;
  - 2.5.3 In monitoring the complaint, the company has established a follow up sheet to monitor the timeline. Complaints documentation folders (physical and digital) were also sighted containing archived responses;
  - 2.5.4 During the site visits, discussions were held with various stakeholders and workers. More than 80% of all local community members interviewed (23/30), were aware of the grievance mechanisms and confirmed that the company was open to discuss and address any grievances;
  - 2.5.5 The summary of the grievance procedure is accessible by the communities as it is pasted on the public notice boards at the Chief’s palace in the villages (seen in the Mbonjo and Mbimbe villages).
3. Based on the findings above, the Secretariat will proceed to monitor the Post-Verification Assessment of SOCAPALM. SOCAPALM is required to submit a quarterly progress report to the RSPO Compliance Sub-Division with the complete action plan within the following timeline:

No.	Allegations/Required Activity	Timeline
1.0	<b>Communities have lost their access to land or have only limited access to land as sources of income.</b>	
1.1	SOCAPALM to revisit the company’s FPIC policy and its implementation, which includes: <ul style="list-style-type: none"> <li>a. Engagement with the affected communities;</li> <li>b. Identifying impacted lands (social and environmental), as well as the ownership of land (legal or customary) through Social and Environmental Impact Assessments; and</li> <li>c. Identifying people entitled to compensation through a mutually agreed upon procedure with the communities, including the calculation and distribution of compensation accordingly.</li> </ul>	Report Quarterly
1.2	SOCAPALM to provide a progress report related to the follow up of the proposal and recommendation submitted to the <i>Ministère des Domaines, du Cadastre et des Affaires Foncières</i> .	
1.3	SOCAPALM to provide a progress report related to the implementation of its sustainability strategy in addressing access to land for the community’s livelihood.	
2.0	<b>Communities have lost their access to clean water resources as the consequences of water pollution caused by chemical waste from the company operations.</b>	

2.1	SOCAPALM to monitor and provide a progress report related to the implementation of the short-term and long-term strategy identified in addressing river pollution with the local communities during the Bipartite meetings (in reference to the findings in Section 2.2.2 above)	Report Quarterly
3.0	<b>Communities are isolated from nearby educational facilities caused by the company roadblock and as a consequence, communities have lost their access to nearby educational facilities;</b>	
3.1	SOCAPALM to devise available avenues (i.e., Bi-partite Platform, Three Partite Platform) to “project” and “assess” the impact of SOCAPALM operations, including access of communities to the educational facilities and improved road access.	Report Quarterly
3.2	SOCAPALM to document the agreement with the communities on the mitigation strategy of the impact assessment (point 3.1 above) based on continuous dialogues with the affected communities.	
4.0	<b>Women are sexually abused and harassed by company guards and police.</b>	
4.1	SOCAPALM to develop an implementing procedure of the <i>Politique concernant le harcèlement sexuel et les autres types de harcèlement et de violence en milieu de travail</i> .	Report Quarterly
4.2	SOCAPALM to submit a Socialisation Plan or Awareness Programme of the <i>Politique concernant le harcèlement sexuel et les autres types de harcèlement et de violence en milieu de travail</i> to all levels of the workforce and operations, and shall be extended to the communities.	30 days upon receipt of this letter
4.3	SOCAPALM to communicate and make accessible the <i>Politique concernant le harcèlement sexuel et les autres types de harcèlement et de violence en milieu de travail</i> to all levels of the workforce and operations, and shall be extended to the communities.	Report Quarterly
4.4	SOCAPALM to furnish the Company’s Human Resources Policy and Company’s Code of Conduct.	30 days upon receipt of this letter
5.0	<b>The company grievance mechanism lacks clarity concerning the absence of transparency and accountability to the related parties.</b>	

5.1	<p>SOCAPALM to revisit their Grievance Procedure to ensure the following:</p> <ul style="list-style-type: none"> <li>a. The Complainants are informed on progress of the complaint;</li> <li>b. The outcome of the complaint is available and communicated to the Complainant.</li> </ul>	30 days upon receipt of this letter
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**Quarterly Reporting Requirement:**

In the event that the quarterly report and other required documents are not in the English language, an English translated copy needs to be submitted together with the original copy. The **Quarterly Progress** reports indicated above are to be submitted to the **RSPO Secretariat (Compliance Sub Division)** following the schedule below:

- a. First report due on 30 September 2022;
- b. Second report due on 30 December 2022.

4. Please be informed that the Compliance Subdivision of the Secretariat will be monitoring the implementation of the activities above for the period of six months (June - December 2022). Any unsatisfactory implementation of the above-mentioned activities could result in the case being lodged as a formal complaint by the RSPO Secretariat in reference to the RSPO Complaints and Appeals Procedures.

Thank you.

Joseph D' Cruz  
*Chief Executive Officer*  
**RSPO Secretariat**

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