


Lumino Energy Plantations, Inc. (LEPI) Commitment Statement

We are committed to the sustainable forest management practices inside our project area throughout our operations and will:

- Advocate sustainable forest management practices in all our forest operations in compliance with FSC principles.
- Demonstrate non-tolerance to acts of bribery or corruption committed by our employees, including the Board of Directors, and any third parties who act on our behalf. *(Refer to LEP-01-0104-00)*
- Uphold the right of the local communities and Indigenous People (IP) to protect and utilize their traditional knowledge and shall compensate local communities for the utilization of such knowledge, practices and their intellectual property.
- Put in place a binding agreement between LEPI and the local communities and Indigenous People (IP) in the event of utilizing traditional knowledge and intellectual property, and follow the Information, Education, and Communication (IEC) process before utilization takes place.
- Abide and follow the Indigenous People (IP) dispute mechanisms for resolving grievances and providing fair compensation to local communities and individuals concerning the impacts of management activities. *(Refer to LEPI-004-P-02)*
- Respond promptly to all grievances related to management activities and cease operations in areas where disputes exist of substantial magnitude, period, and involve a significant number of interests.
- Uphold the principles and rights of the workers and promote gender equality in employment practices, training opportunities, awarding of contracts, processes of engagement, and management activities.
- Make available to relevant affected stakeholders, on request - at the actual costs of reproduction and handling, the relevant components of the Sustainable Forest Management Plan, excluding confidential information.



Joel P. Lubguban
President

As of August 2022

ANTI-BRIBERY AND CORRUPTION POLICY	DOCUMENT NO.	LEP-01-0104-00
	DATE ISSUED	24 February 2022
	EFFECTIVE DATE	01 March 2022

1. POLICY

Lumino is committed to conducting all business activities in an ethical and honest manner. The Company takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all its business dealings and relationships. It is the goal of Lumino to avoid acts which might reflect adversely upon the integrity and reputation of the Company.

This anti-bribery and corruption policy sets out the responsibilities of the Company and all those who work for us in regard to observing and upholding our zero-tolerance position on bribery and corruption. It also exists to act as a source of information and guidance for those working for the Company, to help them recognize and deal with bribery and corruption issues, as well as understand their responsibilities.

2. OBJECTIVE

- To set out the responsibilities of Lumino and all individuals who work for Lumino, in observing and upholding the Company’s position on bribery and corruption
- To provide guidance on the areas of
 1. Gifts and hospitality
 2. Facilitation payments
 3. Political contributions
 4. Charitable contributions
 5. Red flags
- To provide guidance on the compliance with US Foreign Corruption Practices Act

3. SCOPE

This policy shall apply to all Employees (whether regular, temporary, fixed-term, or project) and consultants and includes but is not limited to consultants, individual contractors, interns or any other person or persons associated with the Company (including third parties).

In the context of this policy, a third party refers to any individual or organization the Company works with. It refers to actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies.

Any arrangement the Company makes with a third party is subject to clear contractual terms, including specific provisions that require the third party to comply with minimum standards and procedures related to anti-bribery and corruption.

4. EMPLOYEE RESPONSIBILITY

All Employees must ensure that he/she read, understand and comply with the information contained within this policy. All Employees and those under the Company's control are equally responsible for the prevention, detection, and reporting of bribery and other forms of corruption. All such persons are required to avoid any activities that could lead to, or imply, a breach of this policy.

If the Employee has reason to believe or suspect that an instance of bribery or corruption has occurred or will occur in the future that breaches this policy, he/she must notify HR immediately. If any Employee breaches this policy, he/she will face disciplinary action which could lead up to dismissal for gross misconduct.

5. IMPLEMENTING GUIDELINES

5.1. Gifts and hospitality. The Company accepts normal and appropriate gestures of hospitality and goodwill (whether given to or received from third parties) so long as the giving or receiving of gifts meets the following requirements:

- It is not made with the intention of influencing the party to whom it is being given, to obtain or reward the retention of a business or a business advantage; or as an explicit or implicit exchange for favors or benefits
- It is not made with the suggestion that a return favor is expected
- It is in compliance with local laws and regulations
- It is given in the name of the company, not in an individual's name
- It does not include cash or a cash equivalent (e.g. voucher or gift certificate)
- It is appropriate for the circumstances (e.g. giving small gifts for religious festivals or as a small thank you to a company for helping with a large project upon completion)
- It is of an appropriate type and value and given at an appropriate time, taking into account the reason for the gift
- It is given/received openly, not secretly
- It is not selectively given to a key, influential person, clearly with the intention of directly influencing them.
- It is not above a certain excessive value, as determined by the Company's Management.
- It is not offered to, accepted from a government official or representative or politician or political party, without the prior approval of the Company's Management.

Where it is inappropriate to decline the offer of a gift (i.e. when meeting with an individual of a certain religion/culture who may take offense), the gift, regardless of amount, may be accepted as long as it is declared to HR and Management, who will assess the circumstances.

The Company recognizes that the practice of giving and receiving business gifts varies between countries, regions, cultures, and religions, so definitions of what is acceptable and not acceptable will inevitably differ for each.

As a good practice, gifts given and received should always be disclosed to HR and Management. The intention behind a gift being given/received should always be considered. If there is any uncertainty, the advice of Management should be sought.

- 5.2. Facilitation Payments and/or “Kickbacks”.** The Company does not accept and will not make any form of facilitation payments of any nature. The Company recognizes that facilitation payments are a form of bribery that involve expediting or facilitating the performance of a third party client, partner, consultant, or public official for a routine governmental action.

Similarly, the Company has a zero tolerance policy if an Employee has engaged in, or been found to have been paid any form of facilitation payment and/or kickback, the Company reserves the right to immediately terminate the Employment Agreement should such instances occur.

- 5.3. Political Contribution.** The Company will not make donations, whether in cash, kind, or by any other means, to support any political parties or candidates. We recognize this may be perceived as an attempt to gain an improper business advantage.

- 5.4. Charitable Contributions.** The Company is committed to making a positive difference in communities in which it operates. As part of its commitment, the Company accepts that act of donation to charities- whether through services, knowledge, time, or direct financial contributions (cash or otherwise)- and agrees to disclose all charitable contributions it makes. Employees must be careful to ensure that charitable contributions are not used to facilitate and conceal acts of bribery.

The Company will ensure that all charitable donations made are legal and ethical under local laws and practices, and that donations are not offered/made without prior approval of Management.

- 5.5. Red Flags.** The following is a list or “red flags” that may indicate the possible existence of corrupt practices and should be kept in mind by all those subjects of this Policy:

- Unusually large commission payments or commission payments where the agent does not appear to have provided significant services.
- Cash payments, or payments made without a paper trail or without compliance with normal internal controls.
- Unexplained preferences for certain sub-contractors.
- Invoices rendered or paid in excess of contractual amounts.

This list is not exhaustive and you should be alert to other indicators that may raise a suspicion of corrupt activity.

- 5.6. U.S. Foreign Corruption Practices Act (FCPA).** Relative to FCPA, Employees should not be engaged in payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- 5.6.1. any local and foreign official for purposes of-
- influencing any act or decision of such official in his official capacity,

- inducing such official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage; or
- inducing such official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to, any person;

5.6.2. any local or foreign political party or official thereof or any candidate for foreign political office for purposes of-

- influencing any act or decision of such party, official, or candidate in its or his official capacity,
- inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate, or
- securing any improper advantage; or
- inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality. in order to assist such issuer in obtaining or retaining business for or with, or directing business to, any person; or

5.6.3. any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any local or foreign official, to any local or foreign political party or official thereof, or to any candidate for political office, for purposes of-

- influencing any act or decision of such official, political party, party official, or candidate in his or its official capacity,
- inducing such official, political party, party official, or candidate to do or omit to do any act in violation of the lawful duty of such official, political party, party official, or candidate, or
- securing any improper advantage; or
- inducing such official, political party, party official, or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to, any person.

5.7. Investigation and Documentation of Reports. Any report of solicitations to engage in a prohibited act or possible violation of this Policy will be investigated initially by HR. Where the matter is deemed potentially serious it will be promptly reported to the Chief Operating Officers, and where appropriate, to the CEO and the following procedure will be followed:

- 5.7.1 The report will be recorded and an investigative file established. In the case of an oral report, the party receiving the report is also to prepare a written summary.
- 5.7.2 The HR will promptly commission the conduct of an investigation. The investigation will document all relevant facts, including persons involved, times and dates.
- 5.7.3 The identity of a person filing a report will be treated as confidential to the extent possible, and only revealed on a need-to-know basis or as required.
- 5.7.4 On completion of the investigation, a written report will be provided by the HR to the Chief Operating Officers and CEO.

5.7.5 If any unlawful, violative or other questionable conduct is discovered, COO shall cause to be taken such remedial action as deems appropriate under the circumstances to achieve compliance with the Policy and applicable law.

5.8. Consequences of Non-Compliance with the Policy. Failure to comply with this Policy may result in severe consequences, which could include internal disciplinary action or termination of employment. Additionally, non-compliance with the Policy may result in criminal or civil penalties which will vary according to the offence.

6. MANAGEMENT DISCRETION

Any clarification about this policy shall be resolved by the HR Manager in consultation with the Chief Operating Officer.

 <p style="text-align: center;">PROCEDURE</p>	Document Code: LEPI-004-P-02	
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	Date: September 05, 2022	

Document Title: LUMINO ENERGY PLANTATION INC. (LEPI) DISPUTE RESOLUTION MANAGEMENT AND MANOBO MANDAYA ANCESTRAL DOMAIN MANAGEMENT COUNCIL (MMADMC) CULTURAL, TRADITIONAL AND CUSTOMARY LAWS AND PRACTICES

1.0 PURPOSE

This procedure provides mechanisms for dispute management and the resolution process. The tool aims to reduce conflicts or differences among the LEPI Project Team, the key stakeholders, local migrants and IP communities, and third parties.

In this procedure, under item number 7, the Mandaya Manobo Ancestral Domain Management Council (MMADMC) policies, guidelines, dispute resolutions, and customary laws were included and recognized by LEPI. The entry of local migrants and its associated policies and regulations were included in the MMADMC customary laws and traditional practices.

LEPI's conflict resolutions and measures will ensure that the IPs' customary laws and traditional practices will be respected at all times. The mechanism is aligned with the IPs' culturally accepted practices and traditions towards dispute management and resolution.

The objective is to ensure that LEPI's plantation development and associated activities will effectively handle and address dispute issues and how they will be resolved in mutually accepted practices beneficial to both parties ensuring fair and just resolution.

Lumino Energy Plantations, Inc. commits itself to a dispute mechanism, and a conflict resolution setting that will reduce conflicts, if not avoid them, with the community, indigenous people, and key stakeholders, including 3rd parties.

A fair, efficient, and equitable resolution shall always be encouraged in resolving differences.

2.0 POLICY

LEPI's policy encourages and promotes the use of dispute resolution opportunities and options while evading or discouraging remedy to litigation in settlement of impacts brought by the company's plantation development activities and associated operations resulting in disputes or conflicts. This Policy specifies dispute resolution principles and guidelines.

3.0 DISPUTE RESOLUTION PRINCIPLES

3.1 The parties shall act in good faith to achieve the simple steps to resolving or clarifying or clarifying disputes and reaching an agreement through dispute resolution processes.

3.2 The disputes shall be resolved most simply and cost-effectively. Steps to resolve disputes shall be made at the earliest possible time before initiating legal/litigation or other proceedings.

3.3 Parties under the dispute resolution process shall show their commitment to the process by listening to other views and by putting forward and considering options for the resolution.

3.4 Information on dispute resolution processes and what to expect from different approaches and LEPI's resolution policy regarding the right to enjoy the use and advantages of another's property short of the destruction or waste of its substance may be provided if required.

3.5 Parties shall not be enforced or pressured to undergo dispute resolution if they believe it would be unfair or unjust. If unable to resolve the dispute and while litigation is discouraged, parties shall not be precluded from seeking relief from courts and other tribunals.

3.6 Dispute resolution processes shall be used consistently. Resolutions, agreements, and settlements in writing and signed by the parties must be honored in good faith to promote such a mechanism of settling disputes and foster confidence in such a system.

4.0 DISPUTE RESOLUTION SYSTEM

This Policy embraces a six-step process for the resolution of most disputes. The process varies depending on the background or situations of the conflicts.

The procedure shall at all times be aligned and conform to the IP's cultural and traditional practices of settling disputes and conflicts.

Step 1: Prevention

Conflict avoidance

Open consultation between the parties can aid and prevent the inception of disputes. Meetings should allow affected parties to explain details, express points of view, confine issues, and resolve differences in an environment favorable to conciliation or negotiation.

Timely consultation of the Company's development projects with affected stakeholders and IP partners will facilitate parties reaching locked, unyielding positions and thwart emerging into a full-scale dispute.

Step 2: Negotiation or Compromise

Parties use any form of communication to discuss the opposing interests without resorting to judicial processes and forming a joint venture or agreeing to a concession to achieve and ultimately resolve the dispute between them.

Step 3: Adjudication

Parties are allowed to present evidence and arguments to an impartial and the fact-finding third party who has the power to render a binding decision based on the objective of reasonably settling the controversy at hand.

Step 4: Third-Party Assistance

- Mediation
- Conciliation
- Expert Opinion

Step 5: Third-Party Decision Through Arbitration

Advantages of arbitration:

1. Neutrality of arbitrator/s;
2. Technical expertise of arbitrator/s;
3. Privacy and confidentiality;
4. Speed of the disposition;
5. Non-formal and more flexible procedure;
6. Flexibility in the choice of law (Ip's cultural and traditional ways);
7. Better enforcement of arbitral awards versus judicial decisions.

Step 6: Written Settlement Agreement

Parties come to terms with each other and execute a signed agreement. It is confidential except where the contract terms expressly allow disclosure of part or all of its contents.

5. DEFINITIONS

These are some of the processes and tools considered in this Policy.

- Adjudication- any dispute resolution in which the parties to the dispute present proofs and arguments to a neutral third party with the power to deliver a binding decision generally based on objective standards.
- Arbitration- any dispute resolution involving a mutually acceptable neutral third-party deciding on the case's merits after an informal hearing usually consists of presenting evidence and oral argument.

The process has four main variations:

- Binding or non-binding
- Voluntary or compulsory
- Private, statute-authorized, court-annexed
- One arbitrator or a panel

- Conciliation- an informal process in which a neutral third party is tapped between the parties to build a conduit for communications, usually by expressing messages between parties where it is beneficial that they do not meet face-to-face, to identify common ground, and to eventually re-establish direct contact between the parties to achieve a win-win settlement.
- Mediation – a voluntary process in which the disputing parties, with a neutral third party (the ‘mediator’), venture to reach an agreement. The mediator has no decision-making power and informally assists the parties to get their own mutually acceptable settlement of disputed issues, maintain the channels of communication, articulate the interests of each party, and, if necessary, may advise or recommend actions on disputed matters. Mediation emphasizes the self-resolution of conflict and may involve more than one mediator.
- Mediation Agreement – A written agreement resulting from the mediation shall be crafted setting out the terms of the settlement reached between the parties in dispute. It is not legally binding but is made in good faith and signed by all parties to the Mediation. It is confidential unless the terms of the agreement express authority for disclosure or part or all of its contents.
- Negotiation – negotiation is any form of direct or indirect communication whereby parties with opposing interests discuss, without resort to arbitration or another judicial process, the structure of any joint action they might take to manage and resolve the dispute.

6. MECHANISM WHEN DISPUTES EXIST IN THE PROJECT AREA

LEPI, in coordination with Manobo Mandaya Ancestral Domain Management Council (MMADMC), shall cease operations in areas where disputes exist under the following conditions:

6.1 Substantial magnitude

6.2 Substantial duration

6.3 Involving a significant number of interests (5 families or more).

When disputes and grievances arise from the impacts of LEPI’s plantation management activities, the company shall respond promptly, ensuring the fastest resolution is applied.

Together with the MMADMC leaders, the Community Relations Team of LEPI will handle the up-to-date record of grievances related to the impacts of management activities, including:

- 1) Steps taken to resolve the grievances;
- 2) Outcome of all dispute resolution processes, including fair compensation to local migrant and IP communities and other individuals shall be extended when required, and mutually agreed by both parties; and
- 3) Unresolved disputes, the reasons they are not resolved, and how they will be resolved.

LEPI Community Relations team shall, at the end of every working week, will communicate with MMADMC leaders and inquire if there are any complaints, grievances, and disputes concerning the project activities of LEPI.

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In like manner, LEPI will coordinate and notify MMADMC leaders if there are grievances, complaints, and disputes that the management has received and shall immediately work with the MMADMC leaders to resolve the issues at the earliest possible time.

Resolution of the grievances and disputes shall be addressed and resolved following the timeline both agreeable by MMADMC, LEPI, and the complaining parties, to wit:

- Complaints, grievances, and disputes concerning LEPI's plantation operations, resolution to be rendered and completed within six (6) working days minimum to a maximum of fifteen (15) working days.
- All other complaints, grievances, and disputes concerning LEPI's operation and requiring intervention by external parties such as DENR, NCIP, DOLE, LGU, and other agencies, the resolution timeline will follow the official working schedule and flow of actions by the concerned external agencies.

7. MECHANISMS AND CUSTOMARY LAWS OF MANOBO MANDAYA ANCESTRAL DOMAIN MANAGEMENT COUNCIL (MMADMC) FOR DISPUTES, RESOLUTIONS, VIOLATIONS, IP, AND MIGRANTS PROCEDURES INSIDE CADT 070

7.1 Policy of Projects from the Government (DENR, DSWD, LGU, DepED and Others:

7.1.1 Policies

7.1.1.1 The proponent must coordinate and set a meeting with the Sectoral Tribal Council to discuss the project, and the Tribal Council's decision.

7.1.1.2 The Sectoral Leaders where the project will be established must inform their IPO to discuss the project through a meeting.

7.1.1.3 The proponent of the project must undergo a Free Prior Informed Consent process for the consent of the entire CADT.

7.1.1.4 The Indigenous Political Structure will be the one to oversee the complete implementation of the project and will decide the recommendation, approval, or denial of the project. Furthermore, they will approve the policy, plans, and mechanism for implementing the project.

7.1.1.5 The IPO will facilitate the drafting of the Memorandum of Agreement, policies, and mechanism for the implementation of the Project.

7.2 Policy on Projects from Private Agencies (NGO and others)

7.2.1 Policies

7.2.1.1 The proponent must coordinate and set a meeting with the Sectoral Tribal Council to discuss the project, the Tribal Council's decision.

7.2.1.2 The Sectoral Leaders where the project will be established must inform their IPO to discuss the project through a meeting.

7.12.1.3 The proponent of the project must undergo a Free Prior Informed Consent (FPIC) process for the consent of the entire CADT.

7.2.1.4 The Indigenous Political Structure will be the one to oversee the complete implementation of the project and will decide the recommendation, approval, or denial of the project. Furthermore, they will approve the policy, plans, and mechanism for implementing the project.

7.2.1.5 The IPO will facilitate the drafting of the Memorandum of Agreement, policies, and mechanism for the implementation of the Project.

7.3 Policies on Entry of Migrants

7.3.1 Individual Farmer (Before Entry)

7.3.1.1 All individuals cultivated within the ancestral domain must secure consent from the Clan Leader of the Sector who owned the territory. The Clan leader must inform the sectoral tribal council that the clan leader's decision will prevail.

7.3.1.2 The three (3) sectoral tribal councils will formulate resolutions to deny entry of migrants. It is their general policy not to allow migrants within their Ancestral Domain.

7.3.1.3 The Sectoral Tribal council will put up signage along the entry and exit point, to inform the public that new migrants are no longer allowed.

7.4 Migrants who cultivate but are not a resident of the Ancestral Domain

7.4.1 The Clan leader will coordinate and discuss with the migrant. If the sectoral leader cannot resolve the conflict, then it will be endorsed by the Sectoral Tribal Council and the decision of the sectoral leader will prevail.

If the Sectoral Tribal endorsed the issues, the council would inform the concerned party of the meeting/dialogue. Failure to appear three (3) times, the Sectoral Tribal Council will endorse the issue to the NCIP Provincial Legal Officer concerning the migrant.

7.4.2 The migrant who cultivates within the ancestral domain will only be able to produce 1 – 2 hectares. The Sectoral Tribal Council will issue an agreement such as a Contract of Usufruct to avoid boundary conflict and let the next generation acquire land to cultivate.

7.4.3 If the migrants will no longer cultivate within the Ancestral Domain, the migrant is obliged to turn over to the sectoral leader the area that he cultivates, and the amount of his improvement will be paid depending on its market price.

7.4.4 All cultivated lands that were abandoned in six (6) months will be mandatorily taken by the Sectoral Leader or Sectoral Tribal Council.

7.4.5 All migrants who cultivate within the Ancestral Domain have no authority to give the land to other individuals. Only the Sectoral Tribal Council has the power to give to other AD claimants.

7.4.6 All migrants who claim 3 – 5 hectares but cultivate a portion of it, only the area that he produces will be allowed to be developed.

7.4.7 All individuals that cultivate within the A & D must respect the policies formulated by the tribe, If the migrant will not respect and abide by the policies, the three sectoral tribal councils will release a resolution for eviction of migrants.

7.4.8 Those individuals who cultivate more than 2 hectares of development (Plantations 5 hectares), are obliged to give a 5% share of their income to the tribe and give to the Sectoral Council where the plantation is located.

7.4.9 The Sectoral Tribal Council will facilitate the agreement with the migrants who cultivate within their territory.

7.5 Resident Migrants within the Ancestral Domain

7.5.1 The migrant must coordinate with the clan leader and discuss the status within the Ancestral Domain. The clan leader will coordinate with the Sectoral Tribal Council and discuss the decision on the status of the migrant.

7.5.2 The clan leader will facilitate the dialogue between resident migrants within the Ancestral Domain.

7.5.3 All migrants that reside within the Ancestral Domain must be included in the census, abide by and respect the policy, customs, and traditions of the tribe.

7.5.4 The tribal council will endorse a resolution petition for eviction of the residents if the migrants will not abide by the policies and respect the customs and traditions of the tribe. The tribal council will pay for the improvement at a fair price.

7.5.5 The sectoral tribal council will facilitate the placement of the houses of the migrants.

7.5.6 The sectoral tribal council will formulate an agreement with the migrant resident as the basis for their settlement within the Ancestral Domain.

7.5.7 The IPO will formulate a joint resolution in support of the decision of the sectoral tribal council.

7.6 Migrants who plan to reside within the Ancestral Domain

7.6.1 The migrant must coordinate with the clan leader and discuss the intention of the migrant. The decision of the clan leader will prevail.

7.6.2 The three (3) sectoral leaders will formulate Joint Resolution in denying the settlement of the migrant within the Ancestral Domain.

7.6.3 The clan leader of each sector will monitor his sector to ensure that no migrants will be allowed to settle within the Ancestral Domain.

7.6.4 Migrants who settle/reside in the Ancestral domain and who did not secure consent from the sectoral leader will be informed and evicted from the ancestral domain.

7.7 Entry of Investors

7.7.1 The IPO will be the first to be coordinated; the IPO office is situated at Km. 8, San Jose, Bislig City, Surigao del Sur. The Sectoral/Tribal Council decision will prevail on where the business will be implemented.

7.7.2 The investor must undergo the process of Free Prior Informed Consent (FPIC) for the whole Ancestral Domain.

7.7.3 The IPO or tribal council will oversee if the project is beneficial or detrimental to the Ancestral Domain. The tribal council will approve the implementation of the project.

7.7.4 The IPO will facilitate the implementation of the Free Prior and Informed Consent (FPIC).

7.8 Entry of Corporation

7.8.1 The IPO will be the first to be coordinated; the IPO office is situated at Km. 8, San Jose, Bislig City, Surigao del Sur. The sectoral/tribal council decision will prevail on where the business will be implemented.

7.8.2 The investor must undergo the process of FPIC for the whole Ancestral Domain.

7.8.3 The IPS or the Tribal Council will oversee if the project is beneficial or detrimental to the Ancestral Domain. The Tribal Council will approve the implementation of the project.

7.8.4 The IPO will facilitate implementing the Free Prior Informed Consent Process (FPIC).

7.9 Leadership Conflict

7.0.1 In Manobo Tribe, the Tahusaian will coordinate and discuss the issue with the sectoral tribal council. In the Mandaya tribe, the sectoral leader of the tribal chieftain will be coordinated to discuss the issue.

7.9.2 To invite the leaders with conflict to resolve their issues, the tribal secretary will make the invitation letter and sign by the sectoral leader, and the Bagani will serve the invitation letter. The letter will be done three (3) to five (5) days before the conduct of settlement.

7.9.3 The conflict will be resolved through "Kuyab" of Baylan, the individual will give an item as a form; hunting or farming materials; it will be given as a sign that they will return to their harmonious relationship.

7.9.4 The leader who was involved in the conflict must facilitate a small feast of celebration as a sign that their dispute was already settled.

7.10 Conflict in Land Ownership (Ancestral Domain Claimant)

7.10.1 In Manobo Tribe, the Taghusajan will be coordinated and discuss the issue with the sectoral tribal council. In Mandaya Tribe, The sectoral leader or the Tribal Chieftain will be coordinated to discuss the issue.

7.10.2 To invite the leaders with conflict to resolve their issues, the tribal secretary will make the invitation letter and sign by the sectoral leader, and the Bagani will serve the invitation letter. The letter will be done three (3) to five (5) days before the conduct of settlement.

7.10.3 The Tribal Council will determine the exact location of the conflicted area.

7.10.4 The Tribal leaders will declare their decision with the corresponding agreement.

7.10.5 If determined that the individual has overlapped with the adjacent area, he will be mandated not to commit it again, and he must give some endowment to the tribal council, it may be cash or in kind.

7.11 Conflict in Land Ownership (IP Claimant to Non-IP)

7.11.1 If the non-IP migrant will not respect the Conflict Settlement of the Tribal Council, the Tribal Council, will endorse the issue to NCIP Provincial Legal Office.

7.12 Conflict in Land Ownership (Non-IP to Non-IP)

7.12.1 The Tribal Council will decide if the conflicted area will be seized if the migrants will not resolve their conflict.

7.13 Conflict in regards to Killing (Killed Someone)

7.13.1 The tribal Council will be coordinated and transport the suspect to the Police Station or any Law Enforcement agency.

7.13.2 The Police or Law Enforcement will decide where to detain the suspect.

7.13.3 The penalty will be determined by the law enforcement agency that will settle the conflict.

7.14 Conflict in Robbery

7.14.1 In Manobo Tribe, the Taghusajan will be coordinated and discuss the issue with the Sectoral Tribal Council. In Mandaya Tribe, The sectoral leader or the Tribal Chieftain will be coordinated to discuss the issue.

7.14.2 To invite the leaders with conflict to resolve their issues, the tribal secretary will sign the invitation letter by the Sectoral leader. The Bagani will serve the invitation letter. The letter will be done three (3) to five (5) days before the conduct of settlement.

7.14.3 If proven that they committed the robbery, the victim will decide for the compensation.

7.14.4 If the act of robbery will not be proven, the accuser will pay the compensation.

7.14.5 The Tribal Council will witness and formulate an agreement within the concerned parties.

7.15 Violation of Customs and Traditions

7.15.1 Indigenous people (IPs) claimants, IP migrants, and non-IP:

7.15.1.1 Disrespect to the Ritual, Usage of the Ritual practices of the tribe without consent:

- 1st Offense- The accused will give traditional accessories such as a traditional bracelet, necklace, agong, etc., as payment for the penalty.
- 2nd offense – If a leader commits the wrongdoings, he will be removed from his position; if a member commits the transgression, his rights to acquire benefits will be scrapped; if the non-IP commits the prohibited act, he will be evicted from the community

7.16 Violation of policies committed by the Indigenous People

7.16.1 Non-observance of the policy of the IPs (within the Council)

7.16.1.1 The member who did not follow the policy formulated by the The sectoral Tribal Council will be summoned and given a chance to share their explanation. If their reason is not accepted by the Sectoral Tribal Council, his authority will be taken, and the decision will be turned over to the clan they choose as a replacement.

7.17 Policies on land ownership and transfer of hereditary rights

7.17.1 Land

7.17.1.1 Equivalent sharing to the children; male or female or children from other women.

7.17.1.2 The parents will choose and determine the area given to their children. No need for delineation, the declaration of the parent where his children will cultivate may be considered. It doesn't matter what the timber species are.

7.17.1.3 The parents or clan leader will facilitate the conflict among themselves.

7.17.1.4 The husband or wife (who are not AD claimants) will not be able to own the land but can continue to cultivate the area.

8. MONITORING, COMMUNICATION, AND COORDINATION ACTIVITIES

8.1 Process Flow

<u>FLOWCHART</u>	<u>RESPONSIBILITY</u>	<u>DETAILS</u>
<pre> graph TD Start([Start]) --> A[8.1.1. Site visit once a week per sector (Sikahoy, San Jose and Pamaypayan)] A --> B[8.1.2. Conduct a monitoring activity as part of the site visit per sector.] </pre>	<p>ComRel Representatives per sector</p>	<p>Part of their weekly accomplishment.</p>
	<p>ComRel Representatives per sector</p>	<p>Part of the monitoring activity is to check if there is any grievances/complaints and disputes within the sector. Refer to LEPI-004-BF-09; if yes, then proceed to 8.2</p>

8.1.3. Attend the regular meeting of the MMADMC/BLGU.

Senior Community Relations Officer
ComRel
Representatives per sector

To keep up to date if there are grievances/complaints and disputes. If yes, proceed to 8.3.
Secure the minutes of the meeting.



8.1.4. Preparation and submission of the weekly accomplishment.

ComRel
Representatives per sector

Consolidation of the data gathered during the monitoring activity.
Refer to LEPI-004-BF-08

8.2 If there is Complaint/Grievance and Disputes listed during the monitoring activity



8.2.3. File/fill up a Complaint/Grievance Form

ComRel
Representatives per sector
Community Relations Team

ComRel team must address this one through *LEPI-004-BF-07*.
The course of action will depend upon to whom it will be addressed; (LEPI-ComRel –MMADMC or for the LEPI



8.2.2. If it is from the migrants/local communities, then the ComRel team will notify the MMADMC.

ComRel
Representatives per sector
Community Relations Team

This will be done through a coordination letter intended for this issue/concern.
The MMADMC has its own customary way of settling complaints/grievances, disputes. *Refer to no. 7*



8.2.3. During and after the resolution process, constant monitoring and follow-up to the MMADMC.

ComRel
Representatives per sector
Community Relations Team

ComRel representatives will assist the MMADMC during the process.



8.2.4. Preparation and submission of engagement report

Community Relations Team
ComRel
Representatives

The status of the dispute process will be included and its action. *Refer to LEPI-004-BF-02*

8.3 If there is ongoing Complaint/Grievance and Disputes Management from the MMADMC to the local communities as part of data monitoring of LEPI

8.3.1. ComRel will notify LEPI personnel of the aforementioned activity

Community Relations Team
ComRel Representatives

This will be done through site visitation and attending the MMADMC regular meeting.

8.3.2. Constant monitoring and follow-up

Community Relations Team

ComRel representatives will assist the MMADMC through the process.

8.3.2. Preparation and submission of engagement report

Community Relations Team

The status and its updates will be included in the report as part of data monitoring/record keeping of LEPI.

8.4 LEPI Dispute Management Process in Collaboration with MMADMC for Major Concerns/Issues

8.4.1. ComRel representatives will notify the MMADMC and LEPI

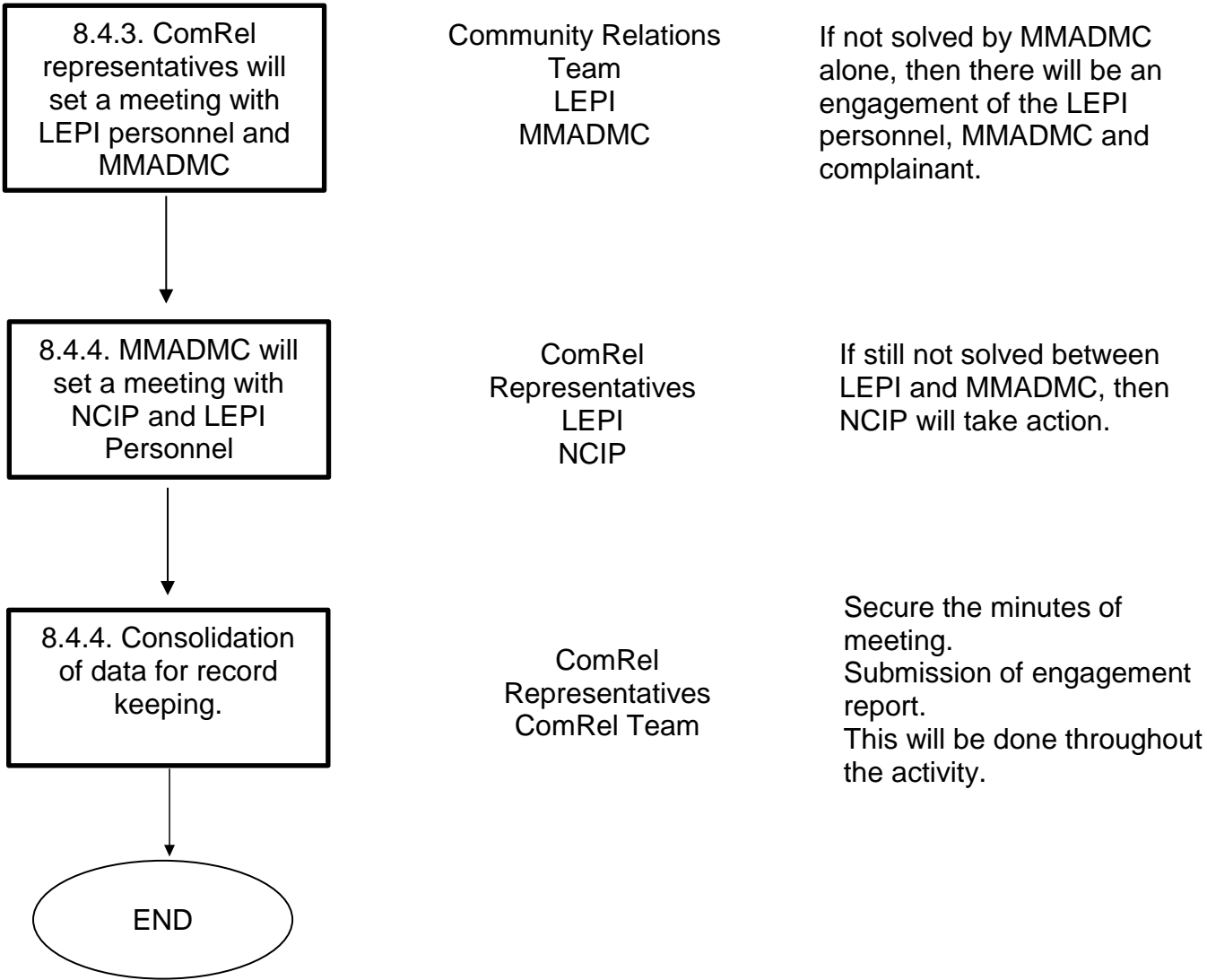
Community Relations Team
ComRel Representatives

Fill out the complaint/grievance form.

8.4.2. ComRel team will assist the MMADMC in the resolution process

Community Relations Team

Securing the minutes of the meeting.
Submission of engagement report.



9. DEFINITION OF TERMS AND ACRONYMS

- ComRel - Community Relations
- ComRel Representatives - comprises the three sectors (Sitio Sikahoy, Brgy. Pamaypayan, and San Jose)
- MMADMC - Manobo Mandaya Ancestral Domain Management Council
- NCIP - National Commission on Indigenous Peoples
- IPO - Indigenous People’s Organization
- FPIC - Free, Prior, and Informed Consent
- IEC - Information, Education, and Communication
- USUFRUCT - right to enjoy the property of others with the obligation to preserve its form and substance, unless the title of its constitution or the law authorizes otherwise
- AD - Ancestral Domain
- DENR - Department of Environment and Natural Resources

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DSWD - Department of Social Welfare and Development
A & D - Alienable and Disposable
DOLE - Department of Labor and Employment
LGU - Local Government Unit

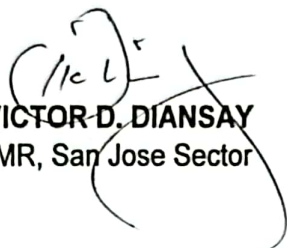
10. APPENDICES

- 10.1 LEPI-004-BF-02 Social Engagement Report
- 10.2 LEPI-004-BF-07 Complaint/Grievance Form
- 10.3 LEPI-004-BF-08-Weekly Accomplishment Report
- 10.4 LEPI-004-BF-09-Monitoring Form

Attested by:

**MANOBO MANDAYA ANCESTRAL DOMAIN
MANAGEMENT COUNCIL (MMADMC)**

By:


DATU "LINAW" VICTOR D. DIANSAY
Tribal Chieftain/IPMR, San Jose Sector


BAE "PAGLAUM" ESPERANZA VERANO
Sector Leader, Sitio Sikahoy Sector


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Tribal Chieftain, Pamaypayan Sector


ELISOR E. BONSDAN
MMADMC IPO Chairman

LUMINO ENERGY PLANTATIONS, INC.
By:


JOEL LUBGUBAN
President