

Due Diligence Report on Land Use Rights Transfer and Land Acquisition and Resettlement

Project Number: 51116
January 2018

People's Republic of China: Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project

Prepared by the State Office for Comprehensive Agriculture Development for the Asian
Development Bank

CURRENCY EQUIVALENTS

(as of 16 January 2018)

Currency unit – yuan (CNY)
CNY1.00 = \$0.1553
\$1.00 = CNY6.6377

ABBREVIATIONS

ADB	Asian Development Bank
AH	affected household
AP	affected person
CNY	abbreviation for yuan, the PRC's currency
COCAD	City and/or County Offices for Comprehensive Agricultural Development
DI	design institute
EA	executing agency
FSR	feasibility study report
HH	household
LAB	Land Administration Bureau
LA&R	land acquisition and resettlement
LAO	Land Acquisition Office
LPMO	local project management office
LURT	land use Rights transfer
M&E	monitoring and evaluation
NGO	nongovernment organization
PMO	project management office
POCAD	Provincial Office for Comprehensive Agricultural Development
PRC	People's Republic of China
RP	resettlement plan
SES	socioeconomic survey
SOCAD	State Office for Comprehensive Agricultural Development
YRGECCADP	Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project

NOTE

(i) In the report, "\$" refers to United States dollars.

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CURRENCY EQUIVALENTS

(As of 30 September 2017)

Currency unit – Yuan (CNY)

CNY 1.00 = \$0.1544

\$1.00 = CNY 6.4786

Chinese land area unit of measure- MU

1 mu = 0.0667 ha

ABBREVIATION

ADB	Asian Development Bank
AH	Affected Household
AP	Affected Person
CNY	Abbreviation for Yuan, PRC's currency
COCAD	City and/or County Offices for Comprehensive Agriculture Development
DI	Design Institute
EA	Executing agency
FSR	Feasibility Study Report
HH	Household
LAB	Land Administration Bureau
LA&R	Land Acquisition and Resettlement
LAO	Land Acquisition Office
LPMO	Local Project Management Office
LURT	Land Use Right Transfer
M&E	Monitoring and Evaluation
NGO	Non-Government Organization
PMO	Project Management Office
POCAD	Provincial Office for Comprehensive Agriculture Development
PRC	People's Republic of China
RP	Resettlement Plan
SES	Socioeconomic Survey
SOCAD	The State Office for Comprehensive Agriculture Development
YRGECCADP	Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project

NOTES

- (i) The fiscal year of the Government of the People's Republic of China and its agencies ends on 31 December.
- (ii) In this report, "\$" refers to US dollars and "¥" refers to CNY or Yuan

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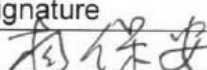
Endorsement letter

The Peoples' government of Guizhou Province, Yunnan Province, Sichuan Province Government, Hunan Province, Hubei Province and Chongqing (at provincial level), through the Ministry of Finance, applied for a loan from the Asian Development Bank (ADB) to implement Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project (hereinafter, the "project"). Therefore, the implementation of the project should be in accordance with the Safeguard Policy Statement of ADB.

A due diligence report (DDR) on land use right transfer and land acquisition, and resettlement has been prepared and covers all the necessary contents, such as review of collective owned land leasing, assessment of state-owned occupation, screening of land acquisition, and resettlement impacts, pending issues and agreed follow up plan etc. The DDR complies with the laws and regulation of PRC and the safeguard requirements of ADB, especially on involuntary resettlement.

The State Office for Comprehensive Agriculture Development (SOCAD) and each Provincial Offices for Comprehensive Agriculture Development (POCADs), hereby acknowledges the contents of this DDR and LURT Framework to promise to supervise all relevant local governments to implement the follow up action plan in the DDR in a timely manner. And it's committed by the SOCAD, on behalf of POCADs that the progress and performance of the implementation of follow up action plan will be monitored and reported to ADB regularly as requirements of ADB.



Agency	Signature	Date
SOCAD		November 2017

1. Introduction

1.1 Project Background

The Yangtze River is the People's Republic of China's (PRC) longest river, covers more than 2 million square kilometers, one-fifth of the country geographically, and accounts for over 40% of PRC's total population and about 45% of the gross domestic product. The Yangtze River, one of the busiest inland rivers for freight traffic worldwide, is home to the largest hydropower plant in the world and is the source of water for the South North water transfer project. However, environmental concerns are increasing. Pollution of the Yangtze River has reached its highest levels which has severely reduced drinking water quality, posed health risks, caused loss of biodiversity, hazardous chemical accumulation in organisms in the food chain, and increased eutrophication. Pollutants range from suspended substances, oxidizing organic and inorganic compounds, and ammonia nitrogen which result from discharge from industrial solid and chemical waste, domestic solid waste and sewage, shipping discharges, and agricultural runoff. The impact of this pollution is exacerbated in smaller lakes and tributaries off the main Yangtze River stem where shallow and slower flowing water leads to worse eutrophication and high concentrations of the pollutants. In addition, possible riverbank collapses and landslides as a result of damming, flooding, changes in land use, and deforestation add even more stress to the water quality of the Yangtze River.

The project will cover Hubei, Hunan, Chongqing, Sichuan, Guizhou and Yunnan six provinces (municipalities), 47 counties (cities, districts) 144 townships, involving a total of 724 administrative villages, and 1.787 million people. It consists of three outputs: 1) Modernize farming systems applied 2) Waste and environmental management systems strengthened (Agriculture non-point source pollution reduced); 3) Institutional capacity and coordination strengthened. For the detail contents of the 3 outputs, please see table 2-1.

The overall Project (including six provinces) will benefit 1,787,012 local residents (mostly rural farmers) including 78,457 or 4.39% belonging to ethnic minority groups, 48.74% are females, and 7.96% are the poor people.

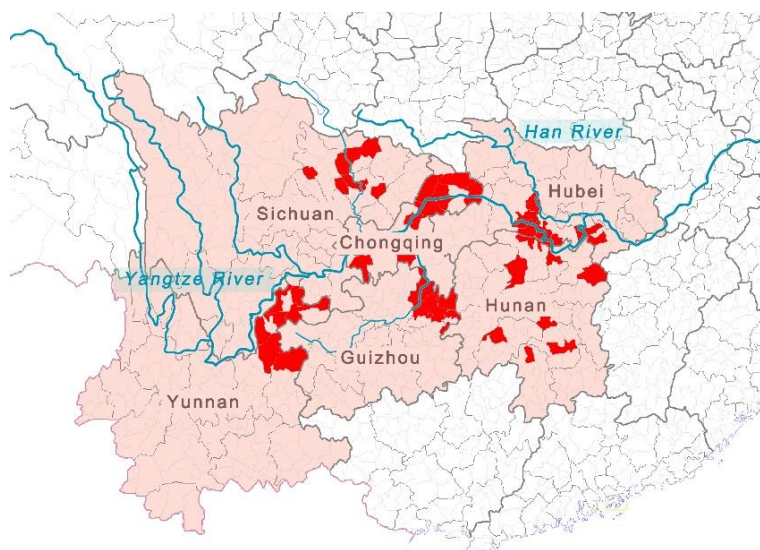


Figure 1-1: Project Location Map

The project is estimated to cost \$472.6 million and will be implemented since 2018 for 5 years.

In order to avoid and/or minimize the involuntary resettlement impacts and develop necessary mitigation measures if needed, the land and resettlement specialist conducted field survey and documents review on various issues relating to Land Use Right Transfer (LURT) and/or Land Acquisition and Resettlement (LAR) during the PPTA stage of this project. Consequently, a draft report has been prepared to summarize the latest progress and findings of LURT and LAR review for the project.

1.2 Tasks Assigned and Progress

According to the latest FSR, the project will cover about 93,374.85 ha (1,400,622.75 mu) land. Among this 1,348,905.16 mu belong to beneficiary farmer's own farming land where the modern agricultural activities, including irrigation pools, access roads, irrigation pools etc, will be undertaken for the farmers and owned by villagers/farmers after their construction, which does not require any land lease or right transfer. The remaining land comprises state-owned land and village collective land, land use right for which is voluntary transferred by the country government or villages.

(1) Land Acquisition and Resettlement Impacts Screening

Based on the screening, it's confirmed that no LAR will be involved for the proposed components. Thus, this project is categorized as C in term of resettlement and ADB's Safeguard Policy Statement (SPS): Involuntary Resettlement requirements are not triggered. There is no need to prepare a resettlement plan (RP).

(2) Land Use Right Transfer and/or Land Donation

Land leasing and land donation are the main channels which the project has taken to obtain the use right for relevant land for developing medium to high quality farmland , providing equipment etc.

For such voluntary land donation and land use right transfer (LURT), due diligence reviews have been conducted by land and resettlement specialist. Following key works have been completed during these reviews:

- a. Collected data on LURT/land donation for all subprojects,
- b. Reviewed LURT/land donation procedures and contracts for LURT; and assessed whether these are voluntary, transparent, fair, beneficial to farmers, endorsed/verified/validated by a third party, and whether these are in compliance with PRC laws and ADB guidelines/best-practices on voluntary agreements;
- c. Prepared a due diligence report (DDR) documenting the findings and any corrective actions.

(3) Other Related Works

- a. Assisted the EA/IA for consultation and disclosure of DDR;
- b. Provided necessary inputs to the draft RRP and its appendixes and linked documents including the draft PAM;
- c. Reviewed capacity of the EA/IA and provided training to their relevant staff;
- d. Undertaken any other necessary tasks assigned by the team leader. The work has been carried out following the ADB's SPS and its procedural requirements regarding LAR.

1.3 Methodology and Approaches

Followings methodology and approaches have been adopted to carry out the works mentioned above:

(1) Document Review

Collected and reviewed all the land lease contracts, meeting minutes, payment records, complaint records (if any), etc. See details in table 1-1.

Table 1-1 Documents collected and reviewed

No.	Province	City	District/county	Xiang/Township	village	Facility Agriculture land use permit (ownship certificate)	Farmers' authorization letters (involved villages for land donation/lease)	complaint records
1	Guizhou	Tongren	Bijiang	Bahuang	Munong (Farm Land)	Y	Y	Not received
2	Guizhou	Tongren	Bijiang	Bahuang	Munong (Slope Land)	Y	Y	Not received
3	Guizhou	Tongren	Bijiang	Bahuang	Nishao (Farm Land)	Y	Y	Not received
4	Guizhou	Tongren	Bijiang	Bahuang	Nishao(Slope Land)	Y	Y	Not received
5	Guizhou	Tongren	Bijiang	Bahuang	Baiguo(Farm Land)	Y	Y	Not received
6	Guizhou	Tongren	Bijiang	Bahuang	Baiguo (Slope Land)	Y	Y	Not received
7	Guizhou	Tongren	Bijiang	Bahuang	Changping	Y	Y	Not received
8	Guizhou	Tongren	Bijiang	Bahuang	Gaobatian(Farm Land)	Y	Y	Not received
9	Guizhou	Tongren	Bijiang	Bahuang	Gaobatian (Slope Land)	Y	Y	Not received
10	Guizhou	Tongren	Bijiang	Bahuang	Jinlong	Y	Y	Not received
11	Guizhou	Tongren	Bijiang	Bahuang	Miaoshaoxi	Y	Y	Not received
12	Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	Not received
13	Guizhou	Tongren	Bijiang	Tongmuping	Bukou	Y	Y	Not received
14	Guizhou	Tongren	Bijiang	Tongmuping	Tongmuping	Y	Y	Not received
15	Guizhou	Tongren	Bijiang	Wawu	Siqian	Y	Y	Not received
16	Guizhou	Tongren	Bijiang	Yangtou	Yangtou	Y	Y	Not received
17	Guizhou	Tongren	Bijiang	Heping	Yaoshangou	Y	Y	Not received
18	Guizhou	Tongren	Bijiang	Yunchangping	Yunchangping	Y	Y	Not received
19	Guizhou	Tongren	Bijiang	Huashi	Laomatang	Y	Y	Not received
20	Guizhou	Tongren	Dejiang	Hexing	Chayuan (Farm Land)	Y	Y	Not received
21	Guizhou	Tongren	Dejiang	Hexing	Chayuan (Slope Land)	Y	Y	Not received
22	Guizhou	Tongren	Dejiang	Hexing	Qinglonggang(Farm Land)	Y	Y	Not received
23	Guizhou	Tongren	Dejiang	Hexing	Qinglonggang (Slope Land)	Y	Y	Not received
24	Guizhou	Tongren	Dejiang	Hexing	Hepeng (Farm Land)	Y	Y	Not received
25	Guizhou	Tongren	Dejiang	Hexing	Hepeng (Slope Land)	Y	Y	Not received
26	Guizhou	Tongren	Dejiang	Hexing	Qingming	Y	Y	Not received
27	Guizhou	Tongren	Dejiang	Hexing	Dongyuan (Farm Land)	Y	Y	Not received
28	Guizhou	Tongren	Dejiang	Hexing	Dongyuan (Slope Land)	Y	Y	Not received
29	Guizhou	Tongren	Dejiang	Hexing	Baiguo	Y	Y	Not received
30	Guizhou	Tongren	Jiangkou	Taiping	Cenmang	Y	Y	Not received

No.	Province	City	District/county	Xiang/Township	village	Facility Agriculture land use permit (ownship certificate)	Farmers' authorization letters (involved villages for land donation/lease)	complaint records
31	Guizhou	Tongren	Songtao	Pujiao	Mianhuashan	Y	Y	Not received
32	Guizhou	Tongren	Yanhe	Tangba	Nanmu	Y	Y	Not received
33	Guizhou	Tongren	Yinjiang	Muhuang	Dao	Y	Y	Not received
34	Guizhou	Tongren	Yuping	Xindian	Dongping	Y	Y	Not received
35	Hubei	Jingzhou	Gongan	Zhangzhuangpu	Fenghuang	Y	Y	Not received
36	Hunan	Hengyang	Hengnan	Jiangkou	Huakai	Y	Y	Not received
37	Hunan	Hengyang	Hengnan	Jiangkou	Yansha	Y	Y	Not received
38	Hunan	Hengyang	Hengnan	Liaotian	Guoshi	Y	Y	Not received
39	Hunan	Hengyang	Hengnan	Liaotian	Guoshi	Y	Y	Not received
40	Hunan	Hengyang	Hengnan	Xiangshi	Yangshan	Y	Y	Not received
41	Hunan	Hengyang	Hengnan	Xiangshi	Hutang	Y	Y	Not received
42	Hunan	Hengyang	Hengnan	Tiesitang	Wangjiang	Y	Y	Not received
43	Hunan	Hengyang	Hengnan	Hongshan	Xinjing	Y	Y	Not received
44	Hunan	Hengyang	Hengnan	Hongshan	Maiping, Shitang	Y	Y	Not received
45	Hunan	Hengyang	Hengnan	Hongshan	Maiping	Y	Y	Not received
46	Hunan	Hengyang	Hengnan	Lijiang	Sisheng	Y	Y	Not received
47	Hunan	Hengyang	Hengnan	Lijiang	Changchong	Y	Y	Not received
48	Hunan	Hengyang	Hengnan	Lijiang	Dayu, Sisheng	Y	Y	Not received
49	Hunan	Hengyang	Hengnan	Lijiang	Jinpen	Y	Y	Not received
50	Hunan	Hengyang	Hengnan	Lijiang	Linguan, Qinglin	Y	Y	Not received
51	Hunan	Hengyang	Hengnan	Baogai	Shuanghekou	Y	Y	Not received
52	Hunan	Hengyang	Hengnan	Baogai	Shuangtian	Y	Y	Not received
53	Hunan	Hengyang	Hengnan	Baogai	Chebei, Baogai	Y	Y	Not received
54	Hunan	Hengyang	Hengnan	Baogai	Lianyu	Y	Y	Not received
55	Hunan	Hengyang	Hengnan	Baogai	Yanhe	Y	Y	Not received
56	Hunan	Hengyang	Hengnan	Santang	Haofu	Y	Y	Not received
57	Hunan	Hengyang	Hengnan	Huaqiao	Jieguan, Tunjia	Y	Y	Not received
58	Hunan	Loudi	Shuangfeng	Zimen	Qinglan, Xintang, Liangxiong, Huangmazhou, Xingxing	Y	Y	Not received
59	Hunan	Changde	Taoyuan	Jiaqiao	Yejiapo	Y	Y	Not received
60	Hunan	Changde	Taoyuan	Zoushi	Yangzhou	Y	Y	Not received
61	Hunan	Changde	Taoyuan	Zoushi	Sanlipu	Y	Y	Not received
62	Sichuan	Guangyuan	Jiange	Guangping	Kuaile	Y	Y	Not received

No.	Province	City	District/county	Xiang/Township	village	Facility Agriculture land use permit (ownship certificate)	Farmers' authorization letters (involved villages for land donation/lease)	complaint records
63	Sichuan	Guangyuan	Jiange	Guangping	Jiankang	Y	Y	Not received
64	Sichuan	Nanchong	Nanbu	Dayan	Linjiaya	Y	Y	Not received
65	Sichuan	Nanchong	Nanbu	Dongba	Dagushan	Y	Y	Not received
66	Sichuan	Nanchong	Nanbu	Tiefotang	Maan	Y	Y	Not received
67	Sichuan	Guangyuan	Wangcang	Donghe	Nanyang	Y	Y	Not received
68	Sichuan	Guangyuan	Wangcang	Donghe	Nanfeng	Y	Y	Not received
69	Sichuan	Guangyuan	Wangcang	Donghe	Shiwei	Y	Y	Not received
70	Sichuan	Guangyuan	Wangcang	Donghe	Fengyang	Y	Y	Not received
71	Sichuan	Guangyuan	Wangcang	Donghe	Chenping	Y	Y	Not received
72	Sichuan	Guangyuan	Wangcang	Hualong	Shichuan	Y	Y	Not received
73	Sichuan	Guangyuan	Wangcang	Hualong	Shichuan	Y	Y	Not received
74	Sichuan	Guangyuan	Wangcang	Hualong	Tingzi	Y	Y	Not received
75	Sichuan	Guangyuan	Wangcang	Hualong	Changle	Y	Y	Not received
76	Sichuan	Guangyuan	Wangcang	Jiulong	Jintai	Y	Y	Not received
77	Sichuan	Guangyuan	Wangcang	Jiulong	Wenxing	Y	Y	Not received
78	Sichuan	Guangyuan	Wangcang	Jiulong	Wenxing	Y	Y	Not received
79	Sichuan	Guangyuan	Wangcang	Mumen	Feifeng	Y	Y	Not received
80	Sichuan	Guangyuan	Wangcang	Mumen	Xingya	Y	Y	Not received
81	Sichuan	Mianyang	Yanting	Linshan	Qingfeng	Y	Y	Not received
82	Sichuan	Mianyang	Yanting	Bajiao	Shuangjiang	Y	Y	Not received
83	Sichuan	Mianyang	Yanting	Bajiao	Shuangba	Y	Y	Not received
84	Sichuan	Mianyang	Yanting	Bajiao	Xinsheng	Y	Y	Not received
85	Sichuan	Mianyang	Yanting	Bajiao	Qingsong	Y	Y	Not received
86	Sichuan	Mianyang	Yanting	Anjia	Ziliu	Y	Y	Not received
87	Sichuan	Nanchong	Yingshan	Huangdu	Chenzhong	Y	Y	Not received
88	Sichuan	Nanchong	Yingshan	Huangdu	Pingshang	Y	Y	Not received
89	Sichuan	Nanchong	Yingshan	Huangdu	Yanya	Y	Y	Not received
90	Sichuan	Nanchong	Yingshan	Huangdu	Lanwu	Y	Y	Not received
91	Sichuan	Nanchong	Yingshan	Huangdu	Jingyang	Y	Y	Not received
92	Sichuan	Nanchong	Yingshan	Linglong	Wenwu	Y	Y	Not received
93	Sichuan	Nanchong	Yingshan	Linglong	Jinshan	Y	Y	Not received
94	Sichuan	Nanchong	Yingshan	Linglong	Shengping	Y	Y	Not received

No.	Province	City	District/county	Xiang/Township	village	Facility Agriculture land use permit (ownship certificate)	Farmers' authorization letters (involved villages for land donation/lease)	complaint records
95	Sichuan	Nanchong	Yingshan	Yongquan	Shengou	Y	Y	Not received
96	Sichuan	Nanchong	Yingshan	Yongquan	Yangmiao	Y	Y	Not received
97	Sichuan	Nanchong	Yingshan	Yongquan	Matan	Y	Y	Not received
98	Sichuan	Guangyuan	Zhaohua	Zhaoyang	Nanma(Liushe)	Y	Y	Not received
99	Sichuan	Guangyuan	Zhaohua	Zhaoyang	Nanma(Qishe)	Y	Y	Not received
100	Sichuan	Guangyuan	Zhaohua	Zhaoyang	Nanma(Qishe)	Y	Y	Not received
101	Sichuan	Guangyuan	Zhaohua	Zhaoyang	Nanma(Shishe)	Y	Y	Not received
102	Yunnan	Qujing	Xuanwei	Wude	Wude	Y	Y	Not received
103	Total					Y	Y	Not received

(2) Site Visiting

Among 47 counties, 12 counties have been visited by the land and resettlement specialist to better understand the land present status, land ownership, and land outputs which are involved in land lease, land donation and internal adjustment within the villages. See details in Table 1-2.

Table 1-2 Site visiting Progress

Province	Date	City	County	Town/Township	Village
Chongqing	2017.8.7-8	Chongqing	Fuling	Zhenxi Town	Dishui village
					Xinwan village
	2017.8.8-9		Wulong	Yangjiao Town	Beiya village
					Eling village
Guizhou	2017.8.9-10	Tongren	Songtao	Pujue Town,	Mianhuashan village
				Mengxi Township	Youpeng village
	2017.8.10-13		Yinjiang	Muhuang Town,	Daao village
				Daoba Town	Dazhai village
				Langxi Town	Hexi village
Sichuan	2017.8.13-14	Nanchong	Nanbu	Yaochang Township	Longloumiao village
					Tongjiagou village
				Dayan Township	Qiangyakou villgae
					Chunyangshan village
	2017.8.14-16	Guangyuan	Wangcang	Mumen Town	Feifeng village
					Shuangshan village
				Donghe Town	Nanfengfengyang joint village
Chenping village					
Yunnan	2017.8.16-17	Zhaotong	Yiliang	Liuxi Miao Township	Chafang village
				Luowang MiaoTo wnship	Huailai village
					Zhongchang village
	2017.8.17-19		Zhaoyang	Qinggangling Town	Qinggangling village
					Shenjiagou village
				Jing'an Town	Hongjiaying village
					Changzhai village
Hunan	2017.8.19-21	Hengyang	Hengnan	Lijiang Town	Linqun village
					Shitan village
				Xiangshi Township	Hutang village
	2017.8.21-22	Loudi	Shuangfeng	Xingzipu Town	Longfan villaga
					Shuangshi village
				Zimenqiao Town	Sanhe village
					Yongshi village
Hubei	2017.8.22-24	Yichang	Yidu	Honghuatao Town	Honghuatao village
					Wujiagang village
					Yaoponao village
				Gaobazhou Town	Baihongxi village
					Chenjiagang village
					Dazhanpo village
	2017.8.24-26	Jingzhou	Songzi	Nanhai town	Jianfeng village
					Zhaojiayuan village
Total	/	9	12	22	39

(3) Focus Group Discussion

Organized focus group discussions in communities in project areas to better learn about the land leasing details, concerns, attitudes, willingness, opinions, options of involved household and other stakeholders. See details in Table 1-3.

Table 1-3 FGDs on LURT and Land donation in Field

Province	City	County	Town/Township	Village	Site visited	FGD in Field	Participants	
							Male	female
Chongqing	Chongqing	Fuling	Zhenxi Town	Dishui village	Y	Y	5	5
				Xinwan village	Y	Y	7	5
		Wulong	Yangjiao Town	Beiya village	Y	Y	5	8
				Eling village	Y	Y	7	5
Guizhou	Tongren	Songtao	Pujue Town,	Mianhuashan village	Y	Y	5	8
			Mengxi Township	Youpeng village	Y	Y	8	5
		Yinjiang	Muhuang Town,	Daao village	Y	Y	5	6
			Daoba Town	Dazhai village	Y	Y	7	6
			Langxi Town	Hexi village	Y	Y	6	5
Sichuan	Nanchong	Nanbu	Yaochang Township	Longlounmiao village	Y	Y	5	5
				Tongjiagou village	Y	Y	6	5
			Dayan Township	Qiangyakou village	Y	Y	6	5
				Chunyangshan village	Y	Y	8	5
	Guangyuan	Wangcang	Mumen Town	Feifeng village	Y	Y	7	8
				Shuangshan village	Y	Y	6	5
			Donghe Town	Nanfengfengyang joint village	Y	Y	8	5
				Chenping village	Y	Y	8	7
Yunnan	Zhaotong	Yiliang	Liuxi Miao Township	Chafang village	Y	Y	5	7
			Luowang Miao Township	Huailai village	Y	Y	5	6
				Zhongchang village	Y	Y	8	6
		Zhaoyang	Qinggangling Town	Qinggangling village	Y	Y	5	6
				Shenjiagou village	Y	Y	6	5
			Jing'an Town	Hongjiaying village	Y	Y	5	8
				Changzhai village	Y	Y	5	6
Hunan	Hengyang	Hengnan	Lijiang Town	Linquan village	Y	Y	6	6
				Shitan village	Y	Y	8	7
			Xiangshi Township	Hutang village	Y	Y	7	7
	Loudi	Shuangfeng	Xingzipu Town	Longfan village	Y	Y	6	6
				Shuangshi village	Y	Y	5	8
			Zimenqiao Town	Sanhe village	Y	Y	5	7
Hubei	Yichang	Yidu	Honghuatao Town	Honghuatao village	Y	Y	5	8
				Wujiagang village	Y	Y	5	8
				Yaoponao village	Y	Y	7	6
			Gaobazhou Town	Baihongxi village	Y	Y	5	6
				Chenjiagang village	Y	Y	8	8
				Dazhanpo village	Y	Y	5	8

Province	City	County	Town/Township	Village	Site visited	FGD in Field	Participants	
							Male	female
	Jingzhou	Songzi	Nanhai town	Jianfeng village	Y	Y	6	8
				Zhaojiayuan village	Y	Y	5	7
	9	12	22	39			239	249



Figure 2: FGDs on LURT

(4) Key Informant Interview

Interviewed the key informants to obtain key information on the local practices and experiences of LURT/land donation in project areas, analyzed the potential risks and difficulties in LURT, land donation and/or LAR, and sought for effective measures to overcome these challenges.

(5) Stakeholder Consultation

Organized the stakeholder consultations among involved households, local government officials, community cadres to find win-win results on LURT/land donation.

2. Land Acquisition and Resettlement Impacts Screening

2.1 Impacts Screening and Identification

As of the end of Sep 2017, all of the 47 counties and 724 villages have submitted their land documents to PPTA consultant. Based on the screening and review on available land documents, none will involve in permanent land acquisition, nor temporary land acquisition, house demolition and constrain of resource access. **Only voluntary land use exists in this project.** No involuntary land use will be triggered; and activities or components involving involuntary land use will be forbidden. For details, please see table 2-1.

Therefore, all these subprojects have been categorized as C in term of Involuntary Resettlement as per ADB's Safeguard Policy Statement (SPS, 2009).

Table 2-1 project activities and resettlement or land use impacts identification table¹

Project activities	Potential resettlement or land use impacts	Actions undertaken	Pending issues/actions
Output 1: Modernize farming systems.² (i) capital investment for developing medium to high quality farmland: terracing, irrigation and drainage infrastructure, bridges, culverts and roads, dredging irrigation and drainage canals, river embankments for flood protection, planting economic trees (high-yielding and climate resilient tree and crop varieties). (ii) Providing equipment and materials to implement sustainable and modern farming practices: farm machinery (tractors and implements), integrated pest management equipment (lamps, sticky paper, bio-pesticides). (iii) supporting the uptake of sustainable and locally-appropriate climate-resilient land, crop, livestock and aquaculture management practices through training, awareness raising, and capacity building for improved practices and approaches: demonstration sites, water saving irrigation, straw residue retaining practices, soil improvement practices, conservation tillage, organic fertilizer and balanced fertilizer application. (iv) Building the capacity of specialized farmer cooperatives on cooperative operation, production technology, and marketing: tea processing, citrus distribution center, rice- aquaculture industry.	(i) Terracing, irrigation and drainage infrastructure, rural access roads: will affect some farmers' contracted land area and cause temporary occupation Bridges, roads, river embankment, tree planting along the rivers will permanently occupy some unutilized state-owned land or rural collective land. No farmland will be involved. Dredging irrigation and drainage will cause temporary land occupation (ii) (iii) and (iv) has no resettlement or land use impacts	The involved villages have provided commitment letters to freely provide the land (or use right), and then reallocate the remaining land fairly within their villages. ³ The COCADs have provided commitment letters to freely provide the state- land, no compensation The sludge will be used for the road and embankment construction. The villages and the counties have provided commitment letters to freely provide the temporary land. N/A	The land donation/LURT procedure is shown in appendix 2. This will be monitored during the implementation phase The land use situation will be monitored during the implementation phase This will be monitored during the implementation phase N/A
Output 2: Waste and environmental management systems strengthened (Agriculture non-point source pollution reduced).⁴ (i) applying waste management and using systems for cropping (crop residue, plastic film, and fertilizer and pesticide container collection for recycling), livestock (biogas and fertilizer production), aquaculture (water and sludge treatment for fertilizer) production systems and household waste: Biodigesters, production of organic fertilizer (processing plant), pilot	(i) No resettlement/land use impacts	N/A	N/A

¹ The temporary land occupation caused by irrigation and drainage canals, river embankment which will involve some unutilized stated owned land, such as river flood land, roads. Other temporary land caused by rural access roads etc are within the area of the land donation.

² The output will address the outdated and inefficient production system issues which constrain production efficiencies and limit farmer benefits obtained. This output will focus on upgrading the crop, livestock and aquaculture production systems to be more efficient, productive and clean; this will directly benefit farmers with increased income opportunities. The output will have four subcomponents.

³ In China, the ownership of the rural land belong to local collective communities, normally speaking, the collective communities are the villages. Though most land have been contracted by the farmers, there are still some mobile land within each village. The village can reallocate some mobile land which has not been contracted to the farmers as the replacement land. The second way is if there is no mobile land, the village can reallocate the contracted farming land within the village if 2/3 farmers agree.

⁴ The output will address livestock, aquaculture, and cropping system waste management issues that contribute to agriculture- related NPS pollution and degrade natural resources; this output will improve environmental quality. The output will have three subcomponents.

household waste management, plastic film collection, construction of wetlands, sediment traps and ponds. (ii) Providing equipment and materials to enable soil and water-quality testing and balanced fertilizer recommendations: equipment for balanced fertilizer recommendations for meeting crop nutrient requirements soil and water quality testing and monitoring. (iii) Promoting watershed protection through reforestation or afforestation: ecological forests and forest shelter belts.	(ii) will utilize existing houses, open space, for fertilizer processing (iii) No resettlement/land use impacts	N/A N/A	N/A N/A
Output 3: Institutional capacity and coordination strengthened. ⁵	No impacts	N/A	N/A

⁵ 1. The output will address the issue of insufficient institutional capacity and coordination which inhibits agriculture sector development and environmental protection along the Yangtze River. It will support the institutional capacity building activities that will serve the basis for implementing integrated water resource management and promote environmental protection and rehabilitation along the Yangtze River. Through this output the enhanced capacity and coordination ability can enable a more unified development pathway. The subcomponents of this output are:

- (i) Supporting the implementation of agriculture modernization, NPS pollution, and environmental protection policies, including institutional and organizational capacity building: research projects and policy studies such as eco-compensation, domestic and overseas study tours.
- (ii) Promoting integrated watershed management to address trans-provincial water issues: construction of information coordination platform, cooperation with Yangtze River Commission and China Council for International Cooperation for Environmental Development (CCICED). An allocation of \$3 million will be provided for this activity. [Note: It is only for the construction of coordination platform, a kind of information communication/exchange mechanism, will not involve any physical or economic displacement.]
- (iii) Providing training to farmer's trainers and farmers on modern agricultural practices and technology: -farmer and cooperative technical training, extension services strengthening and delivery improvement capacity strengthening of project management staff on project management and establishment of project monitoring system: equipment and training.

2.2 Voluntary Land Use

The project will need to use 93,374.85 ha (1,400,622.75 mu) land. Among this, 1,348,905.16 mu belong to beneficiary farmer's own land where agricultural activities will be undertaken and does not require any land lease or right transfer. The remaining land comprises state-owned land and village collective land, land use right for which is voluntary transferred by the country government or villageges. All of them are for the agricultural purpose and there is no need to change the ownership of the land.

There are a total of 4 types of land use manners under this project.

- (i) The county government will freely provide unutilized state-owned land occupation, mainly caused by bridge and embankment improvement etc. it's estimated about 400 mu unutilized state-owned land will be used by this project.
- (ii) Rural collective land leased from village committees and/or villagers. According to the statistics, there are 45,937.90 mu land have been leased before the project preparation. Related DDR has been conducted and included in chapter 3.
- (iii) For those have limited land use impacts (see table 2-1), concerned villages will freely provide facility construction land/temporary land occupation for this project and then reallocate the land within the villages. According to the initial investigation, this project will involve about 5,379.70 mu land for facility construction (rural access roads, canals etc), among which, there are about 137.1 mu unutilized state-owned land, 1,762.94 mu unutilized rural collective land, 676.03 mu farming land, 41 mu forest land, 204.70 mu garden land and 2,557.93 mu other land. The purpose of the facility construction is for the development of these villages and the ownership of these facilities will be owned by the villages. Up to the end of Sep 2017, all 724 villages have held meetings and have provided land ownership certificates and the commitment letters to provide or donate the land. The main contents of commitment letters are that they are to freely provide the project land, facility construction land, temporary usage land occupation; and then reallocate the remaining land within the villages fairly. The sample commitment letters is shown in appendix 1.
- (iv) The other project components have totally no resettlement/land use impacts and they will be implemented on the beneficiary farmers'/villages own land which is about 1,348,905.16 mu land.

During the project implementation phase, some land use rights may still be transferred. To make the LURT and land donation process comply with the requirements of ADB's policy and China's regulation, LAND USE RIGHTS TRANSFER/LAND DONATION FRAMEWORK was prepared and included in appendix 2.

It is confirmed that no LAR impacts will be involved due to the collective-owned land occupation on the basis of the screening of each subproject. For details, please see appendix 1.

3. Due Diligence Review on Conducted Land Use Rights Transfer

3.1 General Situation

By the end of September 2017, a total of 1,645 contracts have been received and reviewed. According to the calculation, there are a total of 45,937.90 mu land have been leased before project preparation within the project area, including 17,395.39mu farm land, 12,663.44 mu sparse woods land and 15,879.05 mu unutilized hill land. For short, please see table 3-1. For details, please see appendix 5, appendix 6 and appendix 7.

Table 3-1: Basic Situation of the Land Use Rights Transfer

Province	No. of Contracts	Total (mu)	Farmland (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Guizhou	1,354	14,961.53	10,322.52	495.46	4,143.55
Hubei	42	4,461.6	1,164.5	3,297.1	0
Hunan	128	16,545.24	63.84	7,870.9	8,610.5
Sichuan	41	9,307.53	5,182.53	1,000	3,125
Yunnan	80	662	662	0	0
Total	1,645	45,937.90	17,395.39	12,663.44	15,879.05

3.2 Land Use Rights Transfer Policies

The state and Provinces have established a policy system which has standardized the principles, subjects, procedures, transactions, contract management and management agencies on land transfer. The policy stipulated that the transfer of rural land use right should abide by the principle of equal consultation, legal, voluntarily, and paid on the basis of the peasant household contract management system and stabilizing the rural land contract relationship. The main articles are listed as below:

Land use right management. The *rural land contract law of the People's Republic of China* (2003) stipulates that the natural attribute of land ownership shall not be changed, and the agricultural use of the land shall not be changed (the agricultural use of the land shall not be converted into permanent use).

Facilities for agricultural land. The *classification of land use status* (released on August 10, 2007) stipulates that the status of land use classification adopts the classification system of Level 1 and Level 2, which can be divided into 12 Level 1s and 56 Level 2s, including arable land, garden area, woodland, facility agricultural land, etc. Facilities agricultural land refers to agricultural facilities used directly for the operation of livestock and poultry houses, factory crop cultivation or aquaculture production facilities and their corresponding ancillary land, as well as the drying field outside the rural homestead, but excludes the permanent building land such as the affiliated management and living room. Irrigation and water conservancy facilities are mainly used for farmland irrigation and people's living sources of ponds, reservoirs, ditches and river channels. Facility farmland does not change the nature of the land and can be obtained through negotiated lease.

Transfer of land use right. Article 32, 34, 36 and 37 of the *rural Land Contract law of the People's Republic of China* stipulates that the use right obtained by family contract can be transferred by subcontract, rent, interchange, transfer or other ways in accordance with the law. The subject of the land use right transfer is the contractor. The contractor shall have the right to decide independently whether or not to transfer and ways to transfer the land use right according to law. The subcontract fee, rent and

transfer fee of the transfer of the land use right shall be determined by the parties concerned in consultation. The proceeds of transfer shall be vested in the contractor, and no organization or individual could withhold it without authorization. The use rights of the land shall be contracted, leased, exchanged, transferred or otherwise exchanged, and the parties should sign a written contract.

The principle of land transfer. *Provisions on the administration of the transfer of rural land use rights* (article 2) stipulated that the transfer of rural land use right should abide by the principle of equal consultation, legal, voluntarily, and paid on the basis of the peasant household contract management system and stabilizing the rural land contract relationship. *Regulations on the transfer of rural land use right in Provinces* (2015) stipulates that the contracted land farmers, if entrusted by the employer or others, should submit a power of attorney to the employer or other parties three months in advance. However, the final transfer contract shall still be signed by the contracted peasant household owner or the agent of its written entrustment. The way of transferring the land use right includes subcontracting, transferring, renting and investing.

Transaction of rural land use right. The Ministry of Agriculture issued *the Market Operation Code on Rural Land use Rights Transfer (trial)* in 2016, put forward a series of rules on the operation of land transfer market, especially the situation of the collective outward transfer and industrial and commercial capital to the countryside. Where the inflow exceeds the local standard, it is necessary to provide proof of agricultural management capacity, project feasibility report and the right to authorize the institution to allow transfer transactions, emphasizing the standardization of land transfer.

Voluntary land transfer. In 2014, the general office of the CPC Central Committee issued *the opinions on guiding the orderly transfer of rural land use right and developing agricultural moderate scale operation*. The opinion stipulated that the land contractual management right belongs to the peasant family, willingness of land transfer, price and choice of the form should be decided by the contracted peasant household, and the transfer proceeds should be owned by the contracted peasant. The transfer period shall be determined by negotiation between the two parties in the scope stipulated by law. Without the written entrustment of the peasant household, the rural grassroots organizations have no right to decide the contracting in any way or even manage foreign investment with farmers' contracted land of the whole village. Prevent grass-roots cadres from seeking personal gain. It is forbidden to push the land transfer through the task, index or taking transfer area and proportion into performance appraisal.

Transfer mode. *Measures for the management of the transfer of rural land use right* stipulated that the use right of rural land obtained by the contractor can be transferred by subcontracting, renting, exchanging, transferring or other ways that conform to the relevant laws and state policies. The contracting party shall transfer part or all of the rural land use right by means of subcontracting, renting and buying shares, in this way, the contractual relationship between the contractor and the employer shall remain, and the rights and obligations of both parties are unchanged. The land can be voluntarily invested by the contractor to develop agricultural cooperative production, but the shares should be returned to the original contracted farmers when the joint stock is dissolved. The Land use right acquired by means of transfer and interchange can be transferred by subcontracting, renting, exchanging, transferring or other ways by provisions of law and State policies after the registration and certification.

Contract for land use right transfer. *Measures for land use right transfer* (the law came into force on March 1st, 2005. Department of Agriculture Order No. 47th) has stipulated the transfer parties, methods, contracts and management. The contracting party shall sign a written transfer contract with the assignee to transfer the use right of rural land on the basis of consensus. The contract of land use right transfer has four copies, each of the two sides of the transfer holds one, the employer and rural land contractual management department of People's government in township puts one on record. The contractor may not enter into a written contract for the land to be cultivated by another person for no more than one year. The transfer contract of rural land use right includes: a) Name and domicile of both parties; b) The place, area and quality of the land in transfer; c) The term of transfer and the date of starting and ending; d) Transfer mode; e) The use of the land; f) Rights and obligations of both parties; g) Transfer price and payment method; h) Disposal of attachments and related facilities on the ground after the expiration of the transfer contract; i) Liability for breach of contract.

Management of transfer of land use right. *Measures for the management of the transfer of rural land use right* stipulated that the competent department of Agricultural Administration (or rural management) of the local people's government at or above the county level shall strengthen the guidance for the work of rural Land Contractual Management Department of the township People's government. The Rural Land Contractual Management Department of the township People's government directs and manages the transfer of rural land use right according to law.

Dispute settlement in transfer of rural land use right. Disputes over the transfer of rural land use right should be negotiated and resolved by the parties concerned. If the parties fail to negotiate, they may request the villagers' committee and People's government in township to mediate. If the parties are unwilling to negotiate or mediate, they may apply to the rural land contract arbitration institution for arbitration, or they may sue directly to the people's Court.

Dispute mediation in rural land contract management. *Provisions of the Arbitration Law on the settlement of disputes over rural land in the PRC* (2010) proposed that, in case of disputes over rural land contract operation, the parties may reconcile themselves, or they may request the villagers' committee, People's government of township and so on. If the parties fail to reconcile or mediate, they may apply to the rural Land Contract Arbitration Commission for arbitration, or due directly to the people's Court. The arbitration of the rural land contracted operation shall not be charged, the financing of arbitration work should be ensured in the budget. Agencies receive complaints from complainants free of charge, and the resulting reasonable costs shall be guaranteed by the local budget. These appeals procedures have been in effect throughout the construction of the project to ensure that affected persons are able to deal with related issues.

3.3 Contract Counterpart, Voluntary Negotiation, and Signature Status

Based on the documents review and field interview, it's confirmed that all the contracts were based on voluntary, equal and open negotiation between the two counterparts of LURT. Agreements were reached on fairness and voluntary. All contracts were in hard copies and signed formally with the signatures of different parties.

3.4 Contract Duration of the Land Use Rights Transfer Contracts

The duration of LURT contracts varies from 3 years to 50 years, with an average duration of 22.15 years. Considering the 2nd round land contracting was conducted

around 1997 and most of them will end in 2027. The land leasing contract should not exceed 2027. But 536 contracts have exceeded this deadline. Supplementary agreements will be signed by the counterparts to correct the original clauses of contract period. For details, please see appendix 5.

3.5 Land Use Rights Transfer Rental Rates and Adjustment Mechanism

During the due diligence review, the resettlement specialist has also visited the sample villages to assess the rental rates of land leasing through deep FGDs.

The rental rates of all land leasing contracts are annually from 2 yuan to 800 yuan per mu according to the lands' original use, different locations and different value., all based on consultation and all being voluntary. For the barren land or unutilized land, the rental is basically fixed. For those farming land, the rental will be adjusted every 3-5 year according to the negotiation and the contract.

3.6 Compliance of Land Contracts with the Requirements of ADB and the People's Republic of China

Considering the 2nd round land contracting was conducted around 1997 and most of them will end in 2027. The land leasing contract should not exceed 2027. The rental rates of all land leasing contracts are annually from 2 yuan to 800 yuan per mu, all based on consultation and all being voluntary. A due diligence review has been conducted for the LURT. During the review, it's found 536 leasing contracts' duration has problems. This will be adjusted before project implementation.

4. Due Diligence Review on Land Donation

At the beginning of project preparation, SOCAD has required POCADs and COCADs to disclose the project information to all involved villages and asked COCADs and involved villages providing land use plan for new facility construction (5,379.70 mu, see appendix 4).

By screening the project contents and land use situation, it's found that only the new-construction type facility construction involves some permanent land occupation and induce some potential impacts.

Up to the end of Sep 2017, it is reported that all villages have held the the information disclosure/consultation meetings. All villages, after consultation meetings, have provided the commitment letters which promise to freely provide the land for the facility construction and will reallocate the same area/quality farming land to the APs. The supporting material is shown in appendix 1.

To further guarantee the farmers' right and standardize the land donation procedure for the implementation period, a policy framework for both land useright transfer and land donation is prepared in appendix 2.

Same as land use right transfer, the land donation activities will also be monitored during the project implementation phase. The detail TOR, including monitoring for land donation, is shown in appendix 3.

Generally, there is no problem for land donation within this project.

5. Implementation Arrangement and Capacity of the Executing and Implementing Agencies

5.1 Implementation Arrangements

The SOCAD will be the executing agency (EA) for the project. The POCADs and COCADs are the implementing agencies.

SOCAD will be responsible for: (i) planning, financing and overall financial management; (ii) overall implementation coordination; (iii) guidance on strategic issues and interagency coordination; (iv) consolidation and submission of withdrawal applications to ADB, and release of loan proceeds; (v) establishment and management of imprest account; (vi) organize training and study tours, monitoring and evaluation including project management information system across provinces; (vii) submission of social/LURT monitoring/progress reports to ADB and the government with the assistance from engaged social/LURT specialist and local PMOs, including POCADs and COCADs.

POCADs will be responsible for: (i) programming, planning and organization of provincial program of activities; (ii) management of COCADs; (iii) implementation of project activities at provincial level such as technical guidance and training; (iv) preparation of withdrawal applications and submission to SOCAD, and release of loan proceeds to COCADs; (v) monitoring of project progress and impact; (vi) organize and implement training and study tours, monitoring and evaluation across counties in each province; (vii) conduct procurement activities for province-wide contracts; (viii) coordinate trans-provincial meetings for coordinated YR environmental development; and (ix) consolidation of progress reports from counties into provincial reports and submission to SOCAD.

COCADs will be responsible for: (i) daily management of the project, including project implementation; (ii) checking of construction progress and quality; (iii) organization and implementation of civil works contracts; (iv) conduct procurement of goods and other purchases within the county; (v) preparation of withdrawal applications and release of loan proceeds; (vi) overseeing the coordination of project implementation activities in counties; (vii) implementation of the development of farmer professional associations and water users associations; and (viii) monitoring and reporting of project progress to POCADs. (viii) conduct due diligence for increased LURT contracts in implementation period (if any) to check compliance situation with ADB policy and local policies with the assistance from the social/LURT specialist engaged by SOCAD. (v) facilitate the process /discussions if rental increases are needed; (vi) handle grievances of farmers (if any); (vii) periodic internal monitoring and reporting according the loan agreement. SOCAD, POCADs and COCADs will mobilize social staff (one person per agency , with a total of 54 persons at least) under their respective PMOs to work on the project's social issues, including land use matters.

The SOCAD will engage an external social monitoring specialist who will independently monitor LURT or land donations, in addition to providing periodic external assistance and trainings for local PMOs during the project implementation phase. The detail TOR for the external social specialist is shown in appendix 3.

5.2 Capacity of Management of the Land Use Rights Transfer and/or Land Donation

(1) Capacity Evaluation

In general, EA, PMOs and IAs have good experience of project preparation,

coordination, management and implementation. For SOCAD, this Project is their Phase-2 ADB agriculture project, so they are familiar with the requirements of ADB's procedures and policies. And POCADs and COCADs have good experience of land use, including LURT and land donation, for domestic project. However, PMOs and COCADs are not well familiar ADB's specific and detailed requirements of voluntary LURT and land donation. So, land and resettlement specialist provided a training on related subjects to the staffs of PMOs and COCADs in June 2017.

(2) Capacity Strengthening

In order to strengthen the capacity of POCADs and COCADs on LURT and land donation, the loan implementation consultant and external social monitoring specialist, who will be recruited by the project, will also provide training and consulting services for relevant organizations and staffs while monitoring the implementation of LURT and land donation. See the TOR of the external social monitoring specialist in appendix 3.

6. Monitoring Arrangements

During the implementation stage of the Project, SOCADS will take the responsibilities of internal monitoring of LURT and land donation. The actual land use and LURT situation, rental payment status, complaint and grievance records (if any) will be included in the progress reports as a separate section which will be submitted to ADB. Meanwhile, an external social monitoring specialist will be recruited by SOCAD during the implementation stage to monitor and evaluate the status and performance LURT and land donation (as well as other social measures). A social monitoring report, including the section of land use, LURT and land donation, will be prepared and submitted by external social monitoring specialist to SOCAD and ADB semi-annually. See details in the TOR of external social specialist in appendix 3.

7. Grievance Redress Mechanism

A GRM has been established as part of the project to receive and manage any social issues which may arise during project implementation. The project agencies will ensure that potentially affected communities are informed on the GRM at an early stage.

Project agencies (i.e. those directly involved in the project) comprise SOCAD, POCADs and COCADs, PIUs, contractors, and village committees. The SOCAD is the leading agency responsible for overall management, implementation, and reporting of the GRM. The SOCAD Social Officer will coordinate the GRM and will: (i) establish a simple registry system to document and track grievances received (including forms to record complaints and how they have been resolved); and (ii) report on progress of the GRM in the annual social monitoring and progress reports to ADB.

The COCADs will coordinate the GRM at the local level. The COCAD social officers will (i) instruct the concerned PIUs and contractors on their responsibilities in the GRM; (ii) establish liaison with PIUs and contractors to ensure that all complaints received and immediately resolved by them are reported, and that more difficult issues are referred to the COCAD; and set up their own recording system for gathering GRM data and passing it on to the COCAD.

All contractors and work staff will be briefed by the COCADs on the GRM. Contractors and workers will be instructed to be courteous to local residents and, in the event they are approached by the general public with an issue, to immediately halt their work and report the issue to the foreman. At least one sign will be erected at each construction site providing the public with updated project information, the GRM process, and contact names and details for the GRM entry points.

Prior to project construction, the COCAD will notify all relevant agencies about the project and the GRM so that if these agencies receive complaints, they know to contact the COCAD and follow up as necessary.

The following are GRM procedures for land transfer/donation complaints.

Stage 1 (maximum 5 days). If a concern arises, the involved person or group submits a written petition or oral complaint to the COCADs or Village Committees. If the complaint is eligible the following steps are taken by the COCADs or Village Committees.

- **Step (i)** COCADs or Village Committee receives complaint and assesses if the complaint is eligible. Eligible is defined as if the (a) the complaint pertains to the project; and (b) the issues fall within the scope of social issues that the GRM is authorized to address.
- **Step (ii)** Within 2 days of receiving the complaint, COCADs or Village Committee will provide clear advice to the involved person or group on the proposed corrective action, with a given date of action. The corrective action(s) will be implemented no later than 5 days from the issuance of the letter. For a verbal complaint, the COCADs or the Village Committee must take written records in a complaint register. If the complaint is successfully solved, COCADs or the Village Committee records the grievance redress process in its central register. If the corrective action cannot be easily addressed by the COCADs or the Village Committee then the complaint will be referred to Stage 2 actions.

- **Step (iii)** The COCADs or Village Committee submits all documentation on the case to POCADs. This will include making a written record of any oral complaints.

Note, if a complaint is assessed as ineligible, the COCADs or Village Committee meets with the involved person and informs them and will ask the involved person if they would like to be referred to relevant agencies.

Stage 2 (maximum 10 days). For complaints not resolved in Stage 1,

- **Step (i):** The POCADS social focal point meets with the involved person or group to discuss the grievance and to seek a possible solution. The responsible agency (e.g., COCADS, village committee, and contractor) implements the agreed solution. The outcome is reported to the POCADs within 5 working days of receipt of this advice.
- **Step (ii):** If step (a) is unsuccessful (i.e. no solution can be identified or the involved person / group is unsatisfied with the proposal), the POCADs will refer the complaint to the SOCAD.

Stage 3 (maximum 10 days). For complaints not resolved in Stage 2, Stage 3 is initiated, which follow the same procedures as stage 2. The SOCAD will take lead to address and solve the complaints, or coordinating with its level project leading group and administrative bureaus.

Stage 4: If the above stages are unsuccessful, people adversely affected by the project may submit complaints to ADB's East Asia Department or Accountability Mechanism.

In any stage, involved persons can file an action in a court in accordance with the relevant Laws of the PRC. Involved persons can decide to go through the legal system directly or may decide not to use project level grievance channels. An aggrieved person may also express grievance to the external monitor, who would then report to it to PMO and ADB. Alternatively, the aggrieved person(s) may submit a complaint to the ADB project team to try to solve the problem. If good faith efforts are still unsuccessful, and if there are grievances that stemmed from a violation of ADB's safeguard policy, the affected persons may appeal directly to ADB in accordance with ADB's accountability mechanism.⁶ All agencies will accept grievances and appeals from the APs for free, and costs reasonably incurred will be disbursed from the contingencies.

As of the end of Sep 2017, no complaint and grievance on LURT nor land donation is received and reported.

See: www.adb.org/accountability-mechanism

8. Conclusions and Recommendations

8.1 Main Conclusions of the Due Diligence Report

(1) No Land Acquisition and Resettlement Caused by the Project

By screening the project contents and by sample field survey, it is found the project will only involve voluntary land use. Any involuntary land use activities or contents will be forbidden. The project is categorized as C in terms of involuntary resettlement as per ADB's SPS (2009).

(2) Part of Project Components Conducted on the Leased Land

A total of 45,937.90 mu land have been leased for this project. Based on the documents review and field interview, it's confirmed that all the contracts were based on voluntary, equal and open negotiation between the counterparts of LURT. Agreements were reached on fairness and voluntariness. All contracts were in hard copies and signed formally with the signatures of different parties. The duration of LURT contracts varies from 3 years to 50 years, with an average duration of 22.15 years. Considering the 2nd round land contracting was conducted around 1997 and most of them will end in 2027, the land leasing contract should not exceed 2027. It's found that 536 LURT contracts' duration has problems; and those exceeding this will be readjusted before the implementation. The rental rates of all land leasing contracts are annually from 2 yuan to 800 yuan per mu, all the negotiated price based on consultation and all being voluntary. A due diligence review has been conducted for the LURT contracts.

(3) Land Donation

The project will involve land donation. After consultation meetings, all villages within the project area have provided the commitment letters which promise to freely provide the land for the facility construction and will reallocate the same area/quality farming land to the APs. The land donation procedure also defined in the appendix 2.

8.2 Follow-up Action Plan

(1) Adjustment of the Leasing Duration and/or Signature according to Related Regulation

During the review, it's found 536 LURT Contracts' leasing duration have exceed the maximum periods. This will be adjusted before project implementation.

(2) Making the Grievance Redress Mechanism Operational on Land Use under Continuous Operation during Project Implementation

GRM has been established in land contracts and this report. Such GRM on Land Use will be put in continuous operation during the implementation stage of the project to ensure all the potential disputes on land use can be redressed timely, legally, fairly and effectively. And all the complaint and grievance records will be reported to SOCAD and ADB in time.

(3) Establishment of the Internal and External Monitoring and Evaluation System on Land Use during Project Implementation

For internal monitoring, the actual land use and LURT situation, rental payment status, complaint and grievance records (if any) will be included as a separate section in the progress reports of the project which will be submitted to ADB. Meanwhile, a social monitoring report, including the section of land use, LURT and land donation, will be

prepared and submitted by external social monitoring specialist to SOCAD and ADB semi-annually during the implementation stage of the project.

APPENDICES:

APPENDIX 1: SAMPLE LAND OWNERSHIP CERTIFICATES, LAND USE RIGHTS TRANSFER CERTIFICATES, AND VILLAGE COMMITMENT LETTERS

森林、林木、林地状况登记表			
0431103110208J0005101278		No. 1	
林地所有权 权利人 森林或林木 所有权权利人	周雄	林地使用权 权利人 森林或林木 使用权权利人	张桂平
坐落	湖南省永州市冷水滩区蔡市镇流峰里村		
小地名	渡枫塘	林地	小班
面积	1.0亩	主要树种	油茶
株数	/	林种	经济林
林地使用期	70年	终止日期	2080-08-1
东至	东至时管		
西至	西至时管		
南至	南至时管		
北至	北至时管		
注记	/		
填证机关	(机关印)		
经办人	熊少华	负责人	唐其波
经办人	熊少华	负责人	唐其波

林证字(2011)第 431002337448 号

张桂平

根据《中华人民共和国森林法》规定,本
中森林、林木、林地所有权或者使用权,业
登记,合法权益受法律保护。

特发此证

发证机关(印)
2011 07 28
年 月 日

Figure A1-1: Forest Land use certificates

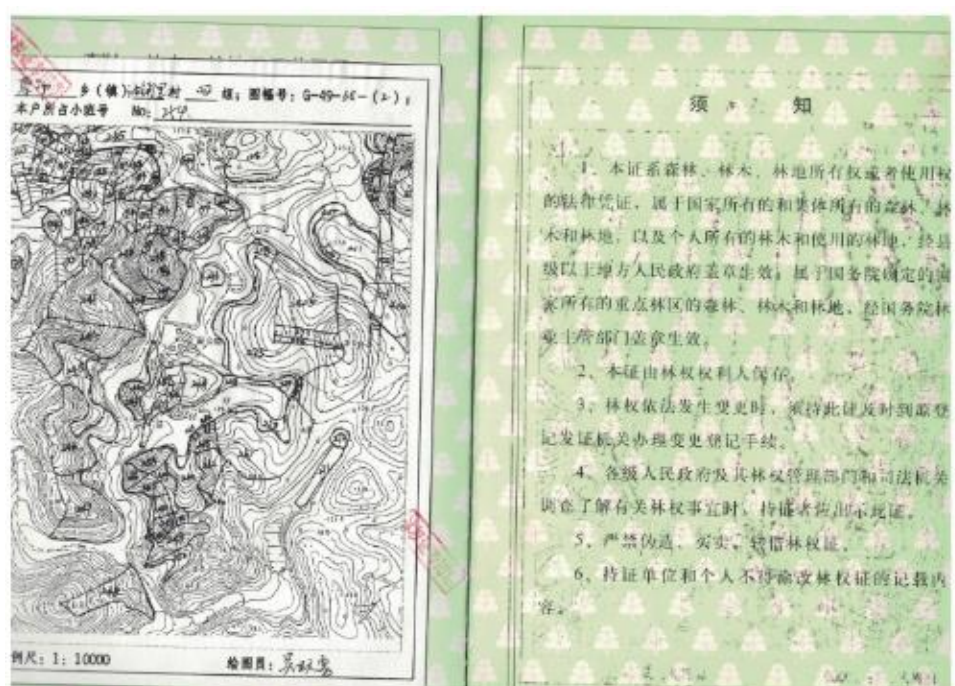


Figure A1-2: Location map of the Forest Land

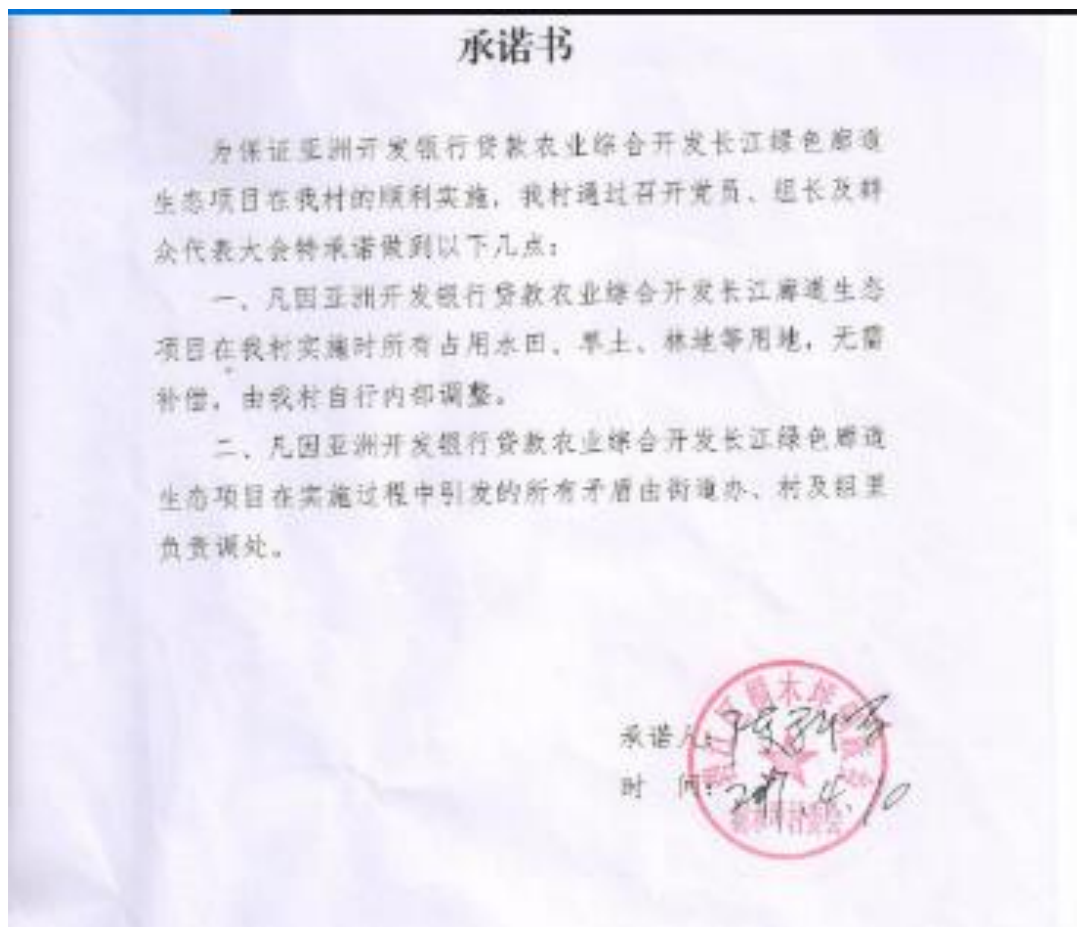


Figure A1-3: Village Commitment Letter

Translation of Figure A1-3: Village Commitment Letter

(same format and content for all involved villages, SOCAD has requested this at the beginning of project preparation)

To ensure the smooth implementation of Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project in our village, we held a meeting to discuss it. The participants include the village leaders, communist party members, leaders of village groups and the representatives for farmers. As a result, the meeting determined the following decisions.

1. The land, including paddy land, dry land, forest land or other kinds of land, occupied by Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project, no matter permanent occupied or temporary occupied, is no need to compensate. Our village will reallocate the replacement land for the affected persons.
2. All complains caused by Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project will be coordinated and resolved by our village.

Mianhuaping village committee of Tongmuping Town, Bijiang District

April 10, 2017

租地协议书

甲方(出租方): 杨兴志

乙方(承租方): 铜仁市碧江区建云生态农牧业专业合作社

经甲乙双方协商决定,甲方同意将自己享有使用权的部分土地出租给乙方,根据《中华人民共和国合同法》、《农村土地承包法》及《农村土地承包经营权流转管理办法》等相关法律法规规定,为了明确双方的权利、义务,经双方平等协商,订立本合同。

一、甲方将位于原桐木坪乡棉花坪村杨家寨组下坳的土地租给乙方作为黄桃基地用地。

二、租赁期限为三年,从2016年2月28日起至2023年2月28日止(以公历为准)。

三、出生租土地的地界。

本协议租赁地 1: 土,东界邻公路,南邻大路,西杨有才家,北界为大路。

四、土地租赁费用及支付方式,时间。土地租赁合同书土地租赁费共计人民币 1150.00 元整,大写壹仟壹佰伍拾元整。乙方当日付清租赁费。

五、合同期间,租赁土地不得擅自收回。提前收回土地,甲方应当支付乙方相当于自土地收回之日起至2023年2月28日止土地租金(按天计算)的违约金并赔偿由此给乙方带来的其他损失。

六、乙方在国家法律、法规和政策允许范围内,从事生产经营活动,对出租土地不得擅自改变用途,不得使其荒芜,对出租的土地进行有效保护,不能依法保护造成损失的,乙方自行承担责任。

七、乙方不可以在该租赁的土地上建造房屋、厂房等生产、生活需要的建筑物。

八、乙方不可将承租的土地转包,转租或入股等形式再流转。

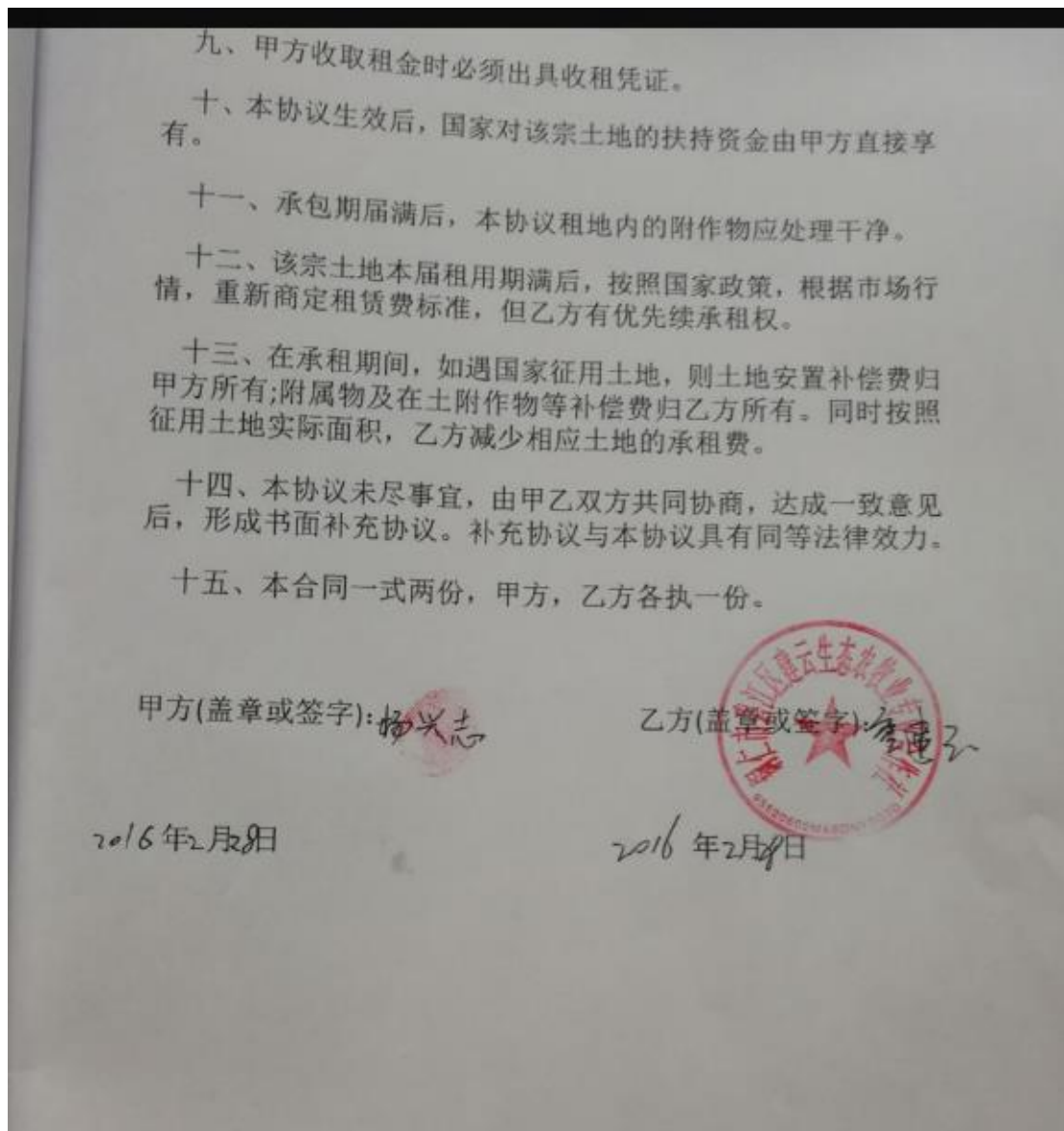


Figure A1-4: Land Leasing Contract

Translation of Figure A1-4: Land Leasing Contract

Lessor: Yang Xinzhi

Lessee: village cooperative (Jianyun Ecological Agriculture and Husbandry Professional Cooperative)

As discussed, Yang Xinzhi agreed to transfer partial use right of the contracted land to lessee. According to spirits of Contract Law, Rural Land Contracting Law, and Management Methods of Rural Use Right Transfer, after fairly negotiation, this contract is signed.

1. The leasing land is located at the Yangzhai Village group, Mianhuaping village, Tongmuping Town.
2. The leasing duration is 3 years, from Feb 28, 2016 to Feb 28 2023(solar callendar) .
3. Location: east from road, south to road, west to Yang Youcai's family, North to Road.

4. The leasing fee is 1150 yuan. The leasee will pay it to lessor after the contract being signed.
5. The leased land can not be withdrawn during the leasing period. If withdrawn before Feb 28, 2023, the penal fees will be paid to leasee.
6. The leasee will conduct the production activities on the leased land and can not change the agricultural use. The leasee should protect the land effectively.
7. The leasee is forbidden to construct houses, factories on the land.
8. The leasee can not transfer the land to other person or a third party.
9. When collect leasing fee, the lessor should provide this contract.
10. The lessor still enjoy the national supporting subsidy for the land.
11. After the contract is expired, the leasee will clear up the land before returning it to lessor.
12. After the land leasing contract is expired, the both party will re-negotiated the land leasing price and the leasee has the priority right to continuously rent the land.
13. During the land leasing period, if the land is requisitioned by the State, the land compensation fee will be paid to lessor and the compensation fee for green crops will be paid leasee. The corresponding leasing fee will also be taken from the total leasing amount.
14. The outstanding issue will be discussed by both parties. If some supplementary agreement is reached, it will have the same legal right with this contract.
15. This contract has 2 copies, the lessor and leasee has 1 respectively.

Lessor: Yang Xingzhi
cooperative

Leasee: village

铜仁市桐木坪侗族乡人民政府

会议记录

时间：2017年5月11日上午

地点：桐木坪社区居委会办公室

参会人员：杨宇（乡长）、社区两委所有人员、鸭子坡董衣塘部分代表

会议内容：碧江区桐木坪乡鸭子坡生态农业专业合作社土地流转事宜

记录人：瞿元发

会议议程：

一、杨宇乡长对鸭子坡生态农业专业合作社以及专业合作社未来几年发展规划作简要介绍。

二、鸭子坡生态农业专业合作社法人陈旭章就鸭子坡董衣塘村民组土地流转情况作介绍并承诺相关规定：

A、承租面积共450亩，租期为20年。

B 租金为400元/亩，租金按年支付，不得随意拖欠。

第 页

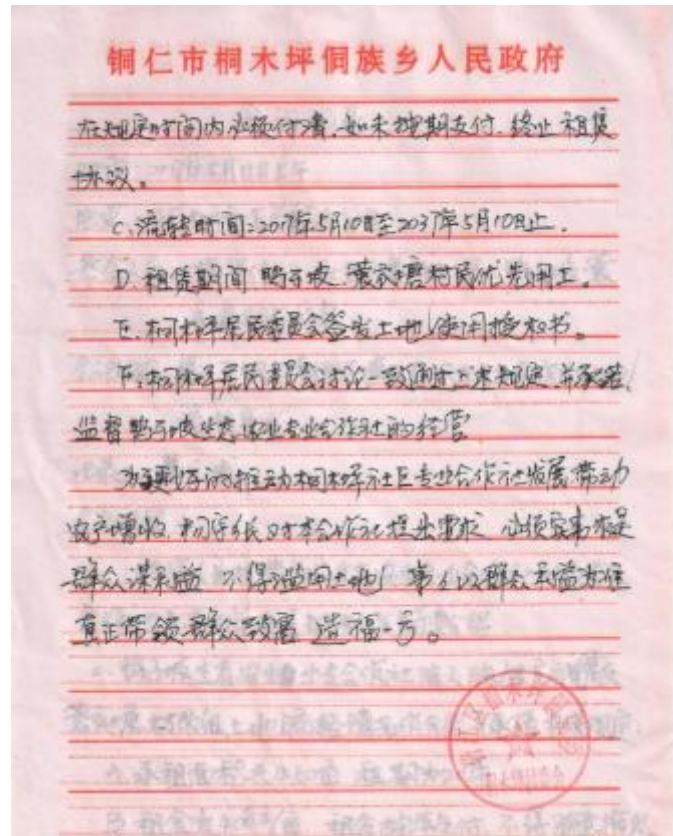


Figure A1-5: Meeting Minutes of the Involved Farmers

碧江区桐木坪乡鸭子坡生态农业专业合作社
土地流转租金支付表 (2017年5月1日)

姓名	组别	面积(亩)	合计金额(元)	签字	备注
陈兴有	鸭子坡组	1.8	720元	陈兴有	
陈发昌	鸭子坡	3.3	1320元	陈发昌	
陈高发	:::	1.5	600元	陈高发	
陈秀发	:::	4.1	1640元	陈秀发	
陈科木	:::	3.8	1520元	陈科木	
陈科云	:::	8.5	3400元	陈科云	
杨群香	:::	6.2	2480元	杨群香	
杨桥芳	:::	5.9	2360元	杨桥芳	
杨祥林	:::	11	4400元	杨祥林	
杨照木	:::	1.2	480元	杨照木	
杨照华	:::	4.7	1880元	杨照华	
杨X军	:::	5.5	2200元	杨见军	
杨见军	鸭子坡组	9.	3600元	杨见军	
杨林军	:::	7.2	2880元	杨林军	
杨满林	:::	4.3	1720元	杨满林	
杨木仙	:::	6.5	2600元	杨建明	
杨建明	:::	13.2	5280元	杨建明	
杨子友	:::	5.4	2160元	杨子友	
杨子友	:::	7.3	2920元	杨子友	
王元发	:::	8.8	3520元	王元发	
代后成	:::	3.5	1400元	代后成	
梁树和	:::	13	5200元	梁树和	
杨国军	:::	7.2	2880元	杨国军	
杨前进	:::	3.3	1320元	杨前进	
杨前友	:::	4.2	1680元	杨前友	
杨万叔	:::	13.2	5280元	杨万叔	
杨志发	:::	13.7	5480元	杨志发	
杨万林	:::	11.6	4640元	杨万林	

Figure A1-6: Payment Records of the Land Lease



Figure A1-7: Participation Meeting of Mianhuaping Village for Land Use Rights Transfer



Figure A1-8: Impounding Pool to be Constructed on the Unutilized Area in Dishui Village of Zhenxi Village, Chongqing



Figure A1-9: Irrigation Canal Bank to be Improved as the Right Side in Mianhuashan Village, Guizhou



Figure A1-9: Some Broken Section of the Irrigation Canal to be Improved in Mianhuashan Village, Guizhou



Figure A1-10: Some Access Roads to be built for Zhongchang Village, Yunnan



Figure A1-11: Terracing of Sloping Land Site in Wulong County



Figure A1-12: Proposed Access Road Site in Fengyang Village, Sichuan

Appendix 2: LAND USE RIGHTS TRANSFER AND/OR LAND DONATION FRAMEWORK

1. Introduction

The proposed Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project (the project) will (i) improve and modernize agriculture farming systems to be more efficient, productive, and conserve natural resources; (ii) introduce waste management systems and change inappropriate farming practices that cause agricultural NPS pollution, and (iii) strengthen institutional capacity and coordination to enable better management of natural resources to promote conservation of the environment and economic development. The proposed project will be implemented in one watershed in each of the five provinces and one municipality in the upper and middle reaches of the Yangtze River Basin, notably Yunnan Province, Sichuan Province, Guizhou Province, Chongqing City (provincial level), Hunan Province, and Hubei province. Activities at the watershed level will maximize benefits for environmental rehabilitation, improved water quality and the integrated watershed management approach. The project will showcase modern agriculture to enhance cooperation for improved natural resource management, which will be an example for other river basins in the PRC, as well as being relevant to regional cooperation.

2. Objective and Principles

While most land has been already leased or provided by villages/villagers, the project may involve additional land use right transfers or donation during the project implementation phase.⁷ This Land Use Rights Transfer/Donation Framework (LURTF) is to help the SODAC/POCADSs/COCADs to manage land use rights transfer (LURT) and land donation in project implementation phase, if necessary, and to satisfy the requirements of ADB and PRC laws and regulations.

The guiding principles of LURTF include:

(i) *Equality, voluntary, legal procedure, and, fair compensation.* Equality means both of parties have equal legal status. Voluntary means the transfer of land contracting management right must be completely voluntary for both parties, and one party shall not force another party to transfer or accept transfer of land. Legal procedure means that land use rights transfer must be concluded per legal procedure with legal agreement. Fair compensation means the transferred land use rights shall be compensated at negotiated market price.

(ii) *Unchanged ownership and agricultural use of transferred land.* Land use rights transfer means transferring use right, not ownership, therefore ownership of transferred land shall remain unchanged. Yet future users of transferred land shall not change the agricultural land use nature, i.e., shall not convert transferred land for non-agricultural uses.

(iii) *Government's guidance.* COCADs shall guide legal transfer of rural land.

(iv) *Conflict resolution through GRM.* The grievance redress system of Project shall be used to resolute complaints and conflicts, if any.

The guiding principles of Land Donation include:

(i) *Voluntary, legal procedure, and, fair land reallocation.* Voluntary means the

⁷ 45,937.9 mu has been already leased on voluntary basis. The project may involve additional thousand mu LURT or donation during the project implementation phase, although it is difficult to provide a precise estimate now. This is the rationale for preparing the framework in addition to the DDR for already signed agreements/documents.

land donation must be completely voluntary for both the village committees and the involved farmers, and the village committee shall not force the farmers donate their contracted land. Legal procedure means that land donation and land reallocation should get the approval of 2/3 HHs of the whole village. Fair land reallocation means the land reallocation shall be fair for the farmers who denote their land.

- (ii) *Unchanged ownership and agricultural use of donated land.* Land donation means donating the farming land for facility construction. The purpose of the facility construction is still for the agricultural production purpose, and will be the agricultural construction land category after the land donation. And after the facility construction, the ownership of these facility will be owned by the villages who denote the land. Therefore the ownership of donated land shall remain unchanged.
- (iii) *Government's guidance.* COCADs shall guide legal transfer of rural land.
- (iv) *Conflict resolution through GRM.* The grievance redress system of Project shall be used to resolute complaints and conflicts, if any.

3. Legal Framework

All LURT must comply with the PRC Rural Land Contract Law and Rural Land Management Right Transfer Management Method, other relevant policies of Yunnan, Sichuan, Guizhou, Chongqing, Hunan, and Hubei. The project should not involve involuntary land acquisition and resettlement as defined under ADB's SPS. Key laws and policies are as follows:

(i) Law of the People's Republic of China on Land Contract in Rural Areas – no change of collective ownership; no change of agricultural land use (not allowed to convert farmland into construction land for establishment of permanent structures).

(ii) Administration Methods on Rural Land Use Rights Transfer, Ministry of Agriculture of PRC, relevant regulations of Yunnan, Sichuan, Guizhou, Chongqing, Hunan, and Hubei. Provincial, Municipal and Project county governments:

- Land use rights transfer duration within defined period;
- Negotiated agreements between transferor and transferee;
- Land use rights transfer per legal procedures;
- Standard contract sanctioned by an authority according to law.
- Official registration and documentation for land use rights transfer.
- As necessary, the township/town governments endorse the contract.

(iii) PRC Law on the Mediation and Arbitration of Rural Land Contract Disputes, and relevant implementation methods of Yunnan, Sichuan, Guizhou, Chongqing, Hunan, and Hubei. Provincial, Municipal and Project county governments – mediation and arbitration of disputes per a bottom-up Grievance Redress Mechanism (GRM).

(iv) ADB's requirements/best practices on voluntary agreements – meaningful consultations; negotiated agreements; establishment and functioning of a GRM; record-keeping; and; independent monitoring.

In addition, the best practices in the project area also will be adapted for the land use rights transfer under the project, such practices include:

- Land use rights transfer period;
- Land use rights transfer rate (or land rental rate) based on negotiated price;
- Endorsement of land use rights transfer contract.

4. Legal Procedures of Land Use Rights Transfer and Land Donation

Legal procedures of land use rights transfer are as follows (also the following chart):

(i) Information collection. Farmers with intention to transfer land use rights present the details of the land, like location, area, usage, and reference price to village committee, which will then report to the township government.

(ii) Information disclosure. Township government, after collecting data, will sort out information about land use rights transfer of different villages and establish a database. The sorted information will be disclosed timely by means of network, radio, newspapers, board, electronic display, and etc. The township government will also update land use rights transfer databases.

(iii) Negotiation between transferor and transferee. With the arrangement of township/town government, both sides negotiate about the land use rights transfer conditions and price based on the principle of equality, voluntariness and mutual benefiting.

(iv) Signing land use rights transfer contract. When both parties agree on conditions and price, township government provides 4-5 copies of a standard contract (the fifth copy for endorsement, if needed), for both parties to sign.

(v) Endorsing land use rights transfer contract. As needed, the township government endorses the contract.

(vi) Registration for land use rights transfer. Township government registers the land use rights transfer information timely and exactly, and submits the relevant materials to the COCADs for documentation.

(vii) Documentation. The owners of the land/land useright users lease the lands' use right with the guidance of COCADs/SODAC and document all relevant materials for land use rights transferred.

(viii) Supervising contract implementation. Both parties should perform the contract positively, and township government supervises the contract execution. In case of conflicts or disputes, the township government will timely report to the COCADs.

Legal procedures of land donation are as follows:

(i) Information collection. Villages with intention to donate land present the details of the land, like location, area, usage will be reported to township government/ COCADs.

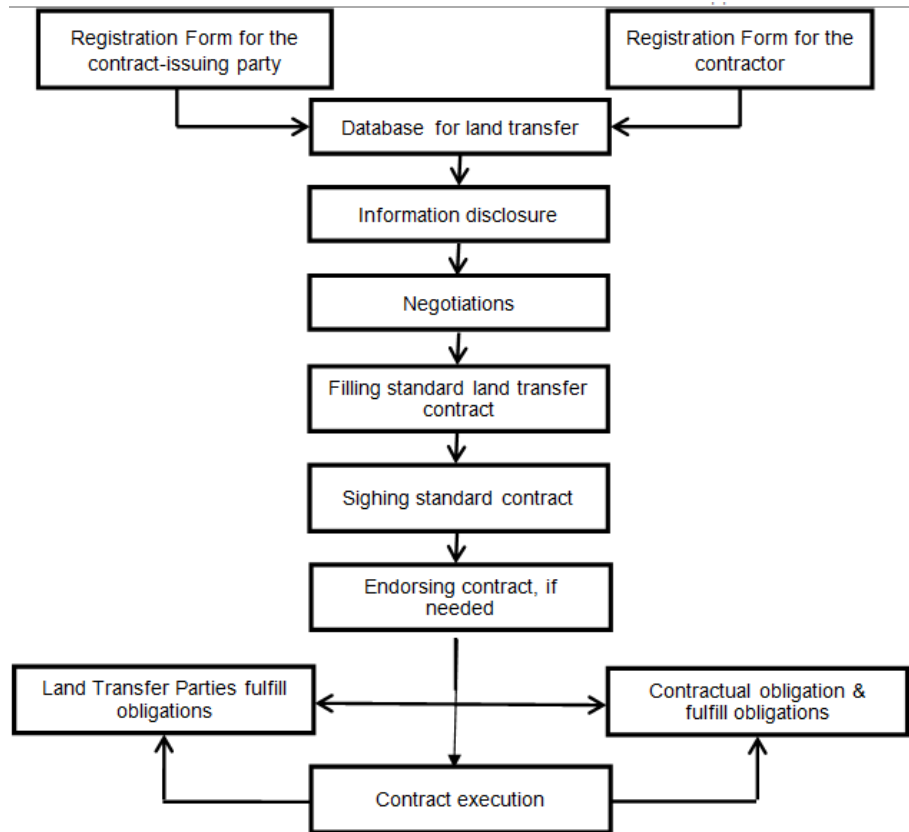
(ii)

(iii) Information disclosure. The villages/township government/ COCADs will disclose the project information/land use purpose timely to the involved farmers by means of meetings, network, radio, newspapers, board, electronic display, and etc.

(iv) Village level coultation meeting. Village level coultation meetings will be held to discuss land donation and land reallocation manner. At least 2 members of the HHs caused by land donation, including 1 female, will participate the participation process and discuss how to re-allocate land for

them. The meeting minutes, photos and documents will be kept by the village and COCADs for further monitoring.

(v) The land reallocation will be implemented before the land donation. COCADs and township government will participate the process, and guide the land donation and reallocation.



Land Use Rights Transfer Procedure Chart

(vi) Documentation. The land donation process and material will be carefully documented and kept. The village and COCADs will document all relevant materials for land donation.

(vii) Monitoring: same as LURT, the land donation will be monitored during the whole project implementation phase.

5. Contents of Land Use Rights Transfer Contract and/or Land Donation Memorandum

Land use rights transfer contract shall include the following clauses:

- (i) names and domiciles of two parties;
- (ii) location, borders, area and quality of the land for transferring;
- (iii) term of transfer and dates of beginning and completion;
- (iv) ways of transfer;
- (v) usage of land;
- (vi) rights and obligations of two parties;
- (vii) land use rights transfer expense and method of payment;
- (viii) handling of appurtenance and relevant facilities after expiry of contract;
- (ix) liabilities for breach of the contract;

- (x) method of conflict resolution;
- (xi) other clause that both parties thought necessary;
- (xii) stamping of endorsing agency; and
- (xiii) date of contract conclusion.

Land donation memorandum shall include the following contents:

- (i) names of donators;
- (ii) location, borders, area and quality of the land for donation;
- (iii) donation dates, beginning and completion;
- (iv) ways of land donation;
- (v) usage of land;
- (vi) effective village meeting minutes (at least 2/3 HHs should participate) on land donation and reallocation;
- (vii) handling of land donation and reallocation;

6. Measures to Safeguard Interests of Contract Parties of the Land Use Rights Transfer

The following measures will be taken to safeguard the interests of contract parties:

(i) In case of severe damage of transferred land due to natural disasters or force majeure during the contract term, both parties can terminate or change the contract through negotiation, and the land shall be returned to the original users. When there are specific contract provisions on severe damage of land, the provisions prevail.

(ii) The land leasing contracts will be signed by both husband and wife in case of involving individual households.

(iii) Contract endorsement by township free of charge.

(iv) According to the Rural Land Contract Law and the Rural Land Management Right Transfer Management Method of the PRC and other relevant land use rights transfer laws and regulations of related Provinces, cities and Counties, the land use rights transfer duration shall be negotiated equally by both parties.

(v) The land use rights transfer rate will be based on market prices, i.e. referred to local similar land use right transfer cases and land type, grade, and condition of referential corps, or the price of land use rights transfer in nearby villages. Taking farmer's interest into consideration, both transferor and transferee will set a time to renegotiate land price in case of land use rights transfer for over 5 years.

(vi) The SODAC's external social monitoring will review the contracts and prepare a due diligence report before start of works on relevant lands. The key requirements and indicators are listed below.

No.	Key Requirements	Indicators to Verify Each Requirement
1	Transparency	<input type="checkbox"/> Was the contracting party (HH or village collective) provided information about the project? <input type="checkbox"/> Was the contracting party provided information about specific purpose of land use? <input type="checkbox"/> Did the contracting party support the project and intended use of land?
2	Consultation	<input type="checkbox"/> Was there consultation process (e.g. meetings) attended by contracted party?

No.	Key Requirements	Indicators to Verify Each Requirement
		<input type="checkbox"/> <input type="checkbox"/> Were contents of the agreements explained to the contracting party? <input type="checkbox"/> <input type="checkbox"/> Were spouse and/or other dependents on the land of contracted party also consulted?
3	Voluntariness	<input type="checkbox"/> <input type="checkbox"/> Did the contracted party sign agreement without any pressure? <input type="checkbox"/> <input type="checkbox"/> Did spouse and/or other dependents on the land of contracted party provide consent?
4	Fairness/equity	<input type="checkbox"/> <input type="checkbox"/> Is the rent equivalent to AAOV or market price? <input type="checkbox"/> <input type="checkbox"/> Are there provisions to adjust rent periodically <input type="checkbox"/> <input type="checkbox"/> Do the contracting party have access to grievance redress mechanism in case of any disputes? <input type="checkbox"/> <input type="checkbox"/> Has the contracted party received rents, etc. according to the contract? Cash or through banks?
5	No adverse impacts	<input type="checkbox"/> <input type="checkbox"/> Is the contracting party likely to suffer any adverse impacts (livelihoods, etc.?) <input type="checkbox"/> <input type="checkbox"/> Does the contract address any potential impacts?
6	written documentation	<input type="checkbox"/> <input type="checkbox"/> Is the contracting party provided with a written contract? <input type="checkbox"/> <input type="checkbox"/> Is the contract in a simple language understandable to the contracting party?
7	third-party verification	<input type="checkbox"/> <input type="checkbox"/> Has the contracted verified/certified by a third-party? <input type="checkbox"/> <input type="checkbox"/> Is the contract copy available with the third-party?
8	Legal and policy compliance	<input type="checkbox"/> <input type="checkbox"/> Is the contract compliance with legal and policy compliance

7. Grievance Redress Mechanism

Where land use rights transfer contracts/land donation are based on negotiations and mutual agreement, complicated disputes are unlikely to occur. However, there might be some unexpected issues during and after land being transferred. According to *Law of the People's Republic of China on the Mediation and Arbitration of Rural Land Contract Disputes*, the project has set up a transparent and efficient grievance redress procedure to settle such disputes and defaults after land use rights transfer. The following are GRM procedures for land transfer/donation complaints.

Stage 1 (maximum 5 days). If a concern arises, the involved person or group submits a written petition or oral complaint to the COCADS or Village Committees. If the complaint is eligible the following steps are taken by the COCADS or Village Committees.

- **Step (i)** COCADS or Village Committee receives complaint and assesses if the complaint is eligible. Eligible is defined as if the (i) the complaint pertains to the project; and (ii) the issues fall within the scope of social issues that the GRM is authorized to address.
- **Step (ii)** Within 2 days of receiving the complaint, COCADS or Village Committee will provide clear advice to the involved person or group on the proposed corrective action, with a given date of action. The corrective action(s) will be implemented no later than 5 days from the issuance of the letter. For a verbal complaint, the COCADS or the Village Committee must take written records in a complaint register. If the complaint is successfully solved,

COCADS or the Village Committee records the grievance redress process in its central register. If the corrective action cannot be easily addressed by the COCADS or the Village Committee then the complaint will be referred to Stage 2 actions.

- **Step (iii)** The COCADS or Village Committee submits all documentation on the case to POCADs. This will include making a written record of any oral complaints.

Note, if a complaint is assessed as ineligible, the COCADS or Village Committee meets with the involved person and informs them and will ask the involved person if they would like to be referred to relevant agencies.

Stage 2 (maximum 10 days). For complaints not resolved in Stage 1,

- **Step (i):** The POCADS social focal point meets with the involved person or group to discuss the grievance and to seek a possible solution. The responsible agency (e.g., COCADS, village committee, and contractor) implements the agreed solution. The outcome is reported to the POCADs within 5 working days of receipt of this advice.
- **Step (ii):** If step (i) is unsuccessful (i.e. no solution can be identified or the involved person / group is unsatisfied with the proposal), the POCADs will refer the complaint to the SOCAD.

Stage 3 (maximum 10 days). For complaints not resolved in Stage 2, Stage 3 is initiated, which follow the same procedures as stage 2. The SOCAD will take lead to address and solve the complaints, or coordinating with its level project leading group and administrative bureaus.

Stage 4: If the above stages are unsuccessful, people adversely affected by the project may submit complaints to ADB's East Asia Department or Accountability Mechanism.

In any stage, involved persons can file an action in a court in accordance with the relevant Laws of the PRC. Involved persons can decide to go through the legal system directly or may decide not to use project level grievance channels. An aggrieved person may also express grievance to the external monitor, who would then report to it to PMO and ADB. Alternatively, the aggrieved person(s) may submit a complaint to the ADB project team to try to solve the problem. If good faith efforts are still unsuccessful, and if there are grievances that stemmed from a violation of ADB's safeguard policy, the affected persons may appeal directly to ADB in accordance with ADB's accountability mechanism. 8 All agencies will accept grievances and appeals from the APs for free, and costs reasonably incurred will be disbursed from the contingencies.

8. Implementation Arrangement and Responsibility

According to relevant laws and regulations, SODAC/POCADSs/COCADs and township/town governments will manage and guide rural land use rights transfer in their administrative areas.

See: www.adb.org/accountability-mechanism

Responsibilities of SODAC:

- (i) Engaging an external social monitoring specialist to review and verify contracts and prepare a due diligence report.
- (ii) supervising contract execution;
- (iii) participating in conflict/dispute resolution if not resolved at province/municipal level; and
- (iv) Develop the standard contract for the whole project
- (v) Guiding land donation process

Responsibilities of POCADSs:

- (i) Guide rural land use rights transfer and contracting and land donation;
- (ii) settle the disputes/conflicts at province/municipal level if not resolved at the County level; and,
- (iii) provide consultation services for provincial land use rights transfer policies;

Responsibilities of COCADs/township/town government:

- (i) information collection, analysis and disclosure, land use rights transfer can be signed at the locations of township/town governments;
- (ii) providing a standard contract for farmers/village committees and help them to reach agreements on contract conditions and terms, and assisting them to sign contract signing;
- (iii) functioning as a third party to endorse the signed contract;
- (iv) record the land use rights transfer information timely and exactly;
- (v) documenting land use rights transfer materials;
- (vi) investigate and rectify the illegal land use rights transfer;
- (vii) settling disputes about rural land use rights transfer;
- (viii) guide and administrate land use rights transfer legally;
- (ix) and, providing consultancy services.

Responsibilities of village committee:

- (i) Information collection and classification on land use rights transfer, to be reported to township/town government; and(ii) assisting township/town in settling disputes.

9. Monitoring Arrangements

During the implementation stage of the Project, SOCADS will take the responsibilities of internal monitoring of LURT and land donation. The actual land use and LURT situation, rental payment status, complaint and grievance records (if any) will be included in the progress reports as a separate section which will be submitted to ADB. Meanwhile, an external social monitoring specialist will be recruited by SOCAD during the implementation stage to monitor and evaluate the status and performance LURT and land donation (as well as other social measures). A social monitoring report, including the section of land use, LURT and land donation, will be prepared and submitted by external social monitoring specialist to SOCAD and ADB semi-annually.

APPENDIX 3: DETAILED TERMS OF REFERENCE FOR EXTERNAL SOCIAL MONITORING SPECIALIST

(National, 10 person-months, intermittent)

I. BACKGROUND

The Yangtze River Green Ecological Corridor Comprehensive Agriculture Development Project (the project) will be implemented by 47 Counties within 5 provinces and 1 city at province level. Project implementation will be overseen and coordinated by SOCAD, the Provincial Project Management Office (POCADS) and county level PMOs (COCADs). The external social monitoring specialist will assist the SOCAD, POCADS and COCADs to monitor implementation of the project's social components, including the Social Development Action Plan (SDAP) and the Gender Action Plan (GAP) as well as further verification and monitoring of Land Use Right Transfer/Donation (LURT) agreements between COCADs and farmers. These terms of reference describe the requirements and tasks for this specialist.

II. SCOPE AND DURATION OF WORK

1. The external social monitoring specialist will independently monitor the project's social safeguards and social dimensions to ensure that the project is implemented in compliance with ADB requirements. The specialist will assist the SODAC to monitor and report on the implementation of LURT agreements, GAP, SDAP and other relevant social measures by providing periodic training etc, while it monitors these independently without involving in day-to-day implementation of the project. The specialist will work with the SODAC and COCADs; and will report directly to the SODAC and ADB. The position is intermittent over the entire project duration (five years).

III. QUALIFICATIONS

2. The specialist will have: (i) a graduate degree or higher in social science or related field; (ii) at least 10 years of experience in social development and safeguards; (iii) familiarity with ADB projects and ADB's social development and safeguard policies; and (iv) proficiency in spoken and written English, including an ability to prepare reports meeting ADB requirements.

IV. DETAILED TASKS

3. The external social monitoring specialist will be responsible for the following common tasks and LURT and land donation-specific tasks. The external monitoring specialist will independently monitor the LURT and social measures of the project, while it will provide external assistance (training, guidance, etc.) to the PMOs maintain proper systems and records to ensure monitoring.

(Common Tasks)

- (i) Provide external assistance (training, etc.) to the PMOs maintain up-to-date information and database on implementation of LURT agreements, GAP and SDAP, land donation through document review, fieldwork and meetings;
- (ii) Develop detailed monitoring arrangements for LURT agreements, GAP, SDAP and land donation;
- (iii) Formulate and deliver training to focal staff of the SODAC, POCADS, COCADs,

and COCADSs in monitoring of the project's SDAP, GAP, land donation and LURT agreements;

- (iv) Provide external guidance to the SODAC, POCADS and COCADs maintain overall coordination and records of the LURT agreements, SDAP, GAP and land donation;
- (v) Provide external guidance to the SODAC, POCADS and CPMO to implement the grievance redress mechanism (GRM) and to resolve any problems or grievances that may arise during the project implementation;
- (vi) Undertake independent periodic monitoring and prepare semi-annual monitoring reports on social aspects, including implementation of LURT contracts, SDAP, GAP, land donation (with a good quality of reports meeting ADB standards);
- (vii) Assist the SODAC, POCADS in submitting semi-annual monitoring reports to ADB and address any comments from ADB;
- (viii) Ensure through monitoring that the grievance redress mechanism is functioning well and issues identified during the monitoring are resolved on a timely manner; and
- (ix) confirm and document that consultations with concerned entities have been done and abide by the principles of meaningful consultation/good faith negotiation – early, timely, accessible, free of intimidation, and inclusive.
- (x) Undertake independent monitoring of other relevant social issues, as needed, and guide the SODAC, POCADS and COCADs to resolve the same.

(LURT- Specific Tasks)

- (i) Monitor to ensure that agreements are implemented according to the agreements that were signed between the parties and that any grievances that might arise are resolved quickly and effectively;
- (ii) For LURT contracts that were not verified during PPTA, review and verify to ensure that all contracts meet the LURT criteria for the project. Please follow the LURT verification methodology in the LURT Framework.
- (iii) Monitor to ensure that all parties that hold a leasing agreement fully understand the consequences of the leasing agreements that were signed and reaffirm they are willing to abide by the specific terms of the lease;
- (iv) Where leases during PPTA investigations were proved to be only partially compliant, monitor to ensure the leases are rectified before implementation the subproject involving the respective land parcels;
- (v) Provide external periodic training to implementing agencies to facilitate socially inclusive consultations for all parties to the leasing agreement and documentation of the consultations including the gender disaggregation of issues raised during the consultation processes;
- (vi) Monitor to ensure that when annual or periodic payments in cash or in-kind are made by the COCADSs that all farming households that are parties to the lease are either paid their proportionate share in cash or in-kind according the LURT agreements;
- (vii) Provide external periodic training to the implementing agencies in monitoring and evaluating whether farmers leasing land to the COCADSs can retain and preferably improve upon their pre-leasing income as measured by the cash paid or in-kind payments;

- (viii) Provide external periodic guidance to the SODAC, POCADs to facilitate implementing the GRM, including to ensure that they: (i) establish and publicize the GRM; and (ii) collate and evaluate grievances received. Prepare a reporting and monitoring form on the GRM for the reporting by the PMO, and ensure this information is included in semi-annual monitoring reports;
- (ix) In the event that leasing agreements are breached by either party to the lease, externally guide the project to resolve the disputes according to the dispute resolution provisions in the LURT or relevant regulations;

(Land Donation- Specific Tasks)

- (i) Monitor to ensure that agreements are implemented according to the land donation framework
- (ii) Monitor to ensure that all parties fully understand the consequences of land donation;
- (iii) Monitor reallocation of the replacement land for the relevant farmers as per land donation agreements/arrangements.

V. REPORTING REQUIREMENTS

Semi-annual social monitoring reports, using the template agreed with ADB.

VI. LOGISTICAL SUPPORT PROVIDED BY SOCAD TO THE SOCIAL MONITORING SPECIALIST

The SOCAD will provide the following to the external social monitoring specialist:

- (i) Hard and soft copies of the feasibility study reports, available survey data, loan and project agreements, maps, and other supporting materials as necessary to ensure the specialist can implement the tasks.
- (ii) Vehicle transport, office materials, and other logistical support as necessary for the specialist to visit the project construction sites and local communities.
- (iii) Arranging meetings and distributing relevant materials.; and
- (iv) Overall coordination, including review of the draft semi-annual monitoring reports and final submission of the monitoring reports to ADB.

APPENDIX 4: LAND OCCUATION CAUSED BY FACILITY CONSTRUCTION (including Land Donation)

Unit: *mu*

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Bijiang	Irrigation and Drainage Channels	Tongmuping, Yunchangping, Bahuang, Yangtou, Huashi, Heping	Tongmuping, Mianhuaping, Mianhuaping, Changping, Munong, Nishao, Jinlong, Siqian, Yangtou, Fengmuping, Yaoshangou, Heping	10.62		10.62				
Guizhou	Tongren	Bijiang	Ditchs	Tongmuping, Yunchangping, Bahuang, Yangtou, Huashi, Heping	Tongmuping, Mianhuaping, Mianhuaping, Changping, Munong, Nishao, Jinlong, Siqian, Yangtou, Fengmuping, Yaoshangou, Heping	18.72		18.72				
Guizhou	Tongren	Bijiang	Sink	Tongmuping, Yunchangping, Bahuang, Yangtou, Huashi, Heping	Tongmuping, Mianhuaping, Mianhuaping, Changping, Munong, Nishao, Jinlong, Siqian, Yangtou, Fengmuping, Yaoshangou, Heping	0.18		0.18				
Guizhou	Tongren	Bijiang	Ponds, Pumping Stations And Other Facilities	Tongmuping, Yunchangping, Bahuang, Yangtou, Huashi, Heping	Tongmuping, Mianhuaping, Mianhuaping, Changping, Munong, Nishao, Jinlong, Siqian, Yangtou, Fengmuping, Yaoshangou, Heping	2.83		2.83				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Bijiang	Field Road, Production Road And So On	Tongmuping, Yunchangping, Bahuang, Yangtou, Huashi, Heping	Tongmuping, Mianhuaping, Mianhuaping, Changping, Munong, Nishao, Jinlong, Siqian, Yangtou, Fengmuping, Yaoshangou, Heping	209.99		209.99				
Guizhou	Tongren	Bijiang	Biogas Digesters, Septic Tanks, Anaerobic Purification Tanks.	Tongmuping, Bahuang	Tongmuping, Mianhuaping, Nishao	1200						1200
Guizhou	Tongren	Bijiang	Ecological Embankment	Bahuang, Yangtou, Wawu	Munong, Siqian, Yangtou	60						60
Guizhou	Tongren	Dejiang	Irrigation and Drainage Channels	Hexing	Chayuan, Qinglonggang, Dongyuan, Qingming, Hepeng	3.10		3.10				
Guizhou	Tongren	Dejiang	Ditch	Hexing	Chayuan, Qinglonggang, Dongyuan, Qingming, Hepeng	1.78		1.78				
Guizhou	Tongren	Dejiang	Sink	Hexing	Chayuan, Qinglonggang, Dongyuan, Qingming, Hepeng	0.12		0.12				
Guizhou	Tongren	Dejiang	Ponds, Pools, Pumping Stations And Other Water Projects	Hexing	Chayuan, Qinglonggang, Dongyuan, Qingming, Hepeng	0.22		0.22				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Dejiang	Field Road, Production Road.	Hexing	Chayuan, Qinglonggang, Dongyuan, Qingming, Hepeng	188.99		188.99				
Guizhou	Tongren	Sinan	Ditch	Guanzhongba banshichu, Shaojiaqiao, Yangjiaao, Tingziba, Xiangba	Shaping, Dalongtou, Shagou, Gongjialin, Shacao, Wuzhao, Huangjiashan, Sujiagou, Songjiaping, Ranjia, Dahebian, Chuantang, Shaojiadu, Pingshang, Yantang, Guantianbashequ, Fanjiawan, Tangjiashan	6.38						6.38
Guizhou	Tongren	Sinan	Sink	Guanzhongba banshichu, Shaojiaqiao, Yangjiaao, Tingziba, Xiangba	Shaping, Dalongtou, Shagou, Gongjialin, Shacao, Wuzhao, Huangjiashan, Sujiagou, Songjiaping, Ranjia, Dahebian, Chuantang, Shaojiadu, Pingshang, Yantang, Guantianbashequ, Fanjiawan, Tangjiashan	0.44						0.44
Guizhou	Tongren	Sinan	Ponds,Pools, Pumping Stations And Other Water Projects	Guanzhongba banshichu, Shaojiaqiao, Yangjiaao, Tingziba, Xiangba	Shaping, Dalongtou, Shagou, Gongjialin, Shacao, Wuzhao, Huangjiashan, Sujiagou, Songjiaping, Ranjia, Dahebian,	1.56						1.56

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
					Chuantang, Shaojiadu, Pingshang, Yantang, Guantianbashequ, Fanjiawan, Tangjiashan							
Guizhou	Tongren	Sinan	Field Road, Production Road And So On	Guanzhongba banshichu, Shaojiaqiao, Yangjiaao, Tingziba, Xiangba	Shaping, Dalongtou, Shagou, Gongjialin, Shacao, Wuzhao, Huangjiashan, Sujiagou, Songjiaping, Ranjia, Dahebian, Chuantang, Shaojiadu, Pingshang, Yantang, Guantianbashequ, Fanjiawan, Tangjiashan	562.77						562.77
Guizhou	Tongren	Sinan	Ecolomical Embankment	Guanzhongba banshichu	Huangjiashan, Sujiagou, Songjiaping	26.16		26.16				
Guizhou	Tongren	Songtao	Irrigation And Drainage Channels	Pujiao	Mianhuashan	0.60		0.60				
Guizhou	Tongren	Songtao	Ditch	Pujiao, Dapingchang	Houtun, Mianhuashan	0.90		0.90				
Guizhou	Tongren	Songtao	Sink	Pujiao, Dapingchang	Houtun, Mianhuashan	0.05		0.05				
Guizhou	Tongren	Songtao	Ponds,Pools, Pumping Stations And Other Water Projects	Pujiao, Dapingchang	Houtun, Mianhuashan	0.22		0.22				

Province	City	County	Project Contents	Townships	Village	Land Occuaton Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Songtao	Field Road, Production Road And So On	Pujiao, Dapingchang, Miaoai	Houtun, Mianhuashan, Longjiabao	161.99						161.99
Guizhou	Tongren	Songtao	Biogas Digesters, Septic Tanks, Anaerobic Purification Tanks.	Mengxi, Pujiao	Youpeng, Mianhuashan	7.50						7.50
Guizhou	Tongren	Songtao	Ecolomical Embankment	Dapingchang, Miaoai	Houtun, Longjiabao	45.60		45.60				
Guizhou	Tongren	Yanhe	Irrigation And Drainage Channels	Tangba, Banchang, Ganxi	Nanmu, Zhazi, Laozhai, Sibao, Shaba, Maotian	19.62						19.62
Guizhou	Tongren	Yanhe	Ditch	Tangba, Ganxi	Nanmu, Zhazi, Laozhai, Sibao, Shaba, Maotian	3.90		3.90	0			
Guizhou	Tongren	Yanhe	Sink	Tangba, Ganxi	Nanmu, Zhazi, Laozhai, Sibao, Shaba, Maotian	0.28		0.28	0			
Guizhou	Tongren	Yanhe	Ponds,Pools, Pumping Stations And Other Water Projects	Tangba, Zhongjie, Banchang, Ganxi,	Nanmu, Zhazi, Huangjiadong, Gaojing, Nongxing, Tianping, Dongliu, Yinshan, Hekan, Dasong, Xujia	3.64	0		0			3.64

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Yanhe	Field Road, Production Road.	Tangba, Zhongjie, Banchang, Ganxi,	Nanmu, Zhazi, Huangjiadong, Gaojing, Nongxing, Tianping, Dongliu, Yinshan, Hekan, Dasong, Xujia	278.24	0	0				278.24
Guizhou	Tongren	Yinjiang	Irrigation And Drainage Channels	Yangliu, Daoba	Yangjiazhai, Yangliu, Baijin, Yuyan, Dazhai	4.88		4.88				
Guizhou	Tongren	Yinjiang	Ditch	Yangliu, Muhuang, Daoba, Shanshu, Langxi	Yangjiazhai, Yangliu, Dihuang, Daaao, Baijin, Yuyan, Dazhai, Dazhai, Hexi, Xiaojiagou	5.42		5.42				
Guizhou	Tongren	Yinjiang	Sink	Yangliu, Muhuang, Daoba, Shanshu	Yangjiazhai, Yangliu, Dihuang, Daaao, Baijin, Yuyan, Dazhai, Dazhai	0.38		0.38				
Guizhou	Tongren	Yinjiang	Ponds,Pools, Pumping Stations And Other Water Projects	Yangliu, Muhuang, Daoba, Shanshu, Langxi	Yangjiazhai, Yangliu, Dihuang, Daaao, Baijin, Yuyan, Dazhai, Dazhai, Hexi, Xiaojiagou	1.43		1.43				
Guizhou	Tongren	Yinjiang	Field Road, Production Road	Yangliu, Muhuang, Daoba, Shanshu, Langxi	Yangjiazhai, Yangliu, Dihuang, Daaao, Baijin, Yuyan, Dazhai, Dazhai, Hexi, Xiaojiagou	373.48		373.48				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Guizhou	Tongren	Yinjiang	Biogas Digesters, Septic Tanks, Anaerobic Purification Tanks	Shanshu, Muhuang	Dazhai, Daa	1.80						1.80
Guizhou	Tongren	Yuping	Irrigation And Drainage Channels	Tianping, Zhujiachang, Xindian	Hunzhai, Tongmuping, Xieqiao, Tianchong, Huangmuchong, Dongping	15.91		15.91				
Guizhou	Tongren	Yuping	Ditch	Zhujiachang	Hunzhai, Tongmuping, Xieqiao	0.72		0.72				
Guizhou	Tongren	Yuping	Bridge, Culvert, Gate And Other Canal Buildings			0						
Guizhou	Tongren	Yuping	Sink	Zhujiachang	Hunzhai, Tongmuping, Xieqiao	0.10		0.10				
Guizhou	Tongren	Yuping	Weir			0						
Guizhou	Tongren	Yuping	Ponds,Pools, Pumping Stations And Other Water Projects	Zhujiachang	Hunzhai, Tongmuping, Xieqiao	0.30		0.30				
Guizhou	Tongren	Yuping	Field Road, Production Road And So On	Tianping, Zhujiachang, Xindian	Hunzhai, Tongmuping, Xieqiao, Tianchong, Huangmuchong, Dongping	175.49		175.49				
Guizhou	Tongren	Yuping	Small Artificial Ecological Wetlands	Zhujiachang	Tongmuping	50			50			
Guizhou	Tongren	Yuping	Ecolomical Embankment	Zhujiachang	Tongmuping	49.50		49.50				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Hubei	Jingzhou	Songzi	Field Road, Production Road And So On	Nanhai	Jianfeng, Zhaojiayuan	40		40.0				
Hubei	Jingzhou	Songzi	Pollutant Discharge Monitoring Point	Nanhai	Jianfeng, Zhaojiayuan	1		1				
Hubei	Jingzhou	Songzi	Ecological Embankment			9		9.0				
Hunan	Yongzhou	Lengshuitan	Irrigation And Drainage Channels	Caishi Puliqiao Niujaoba Shanglingqiao Huangyangsi Huaqiao	Caishi: Sanlian Puliqiao: Nanmuchong, Shizitang, Yingtang, Xi aoshui, Yanmuqiao, Xi aoliqiao Niujaoba: Xiangshanjieshequ, Shixiping Shanglingqiao: Sandaqiao Huangyangsi: Dabeian, Shewan Huaqiao: Jinshanling, Liangmutang, Min	8.40		8.4				
Hunan	Yongzhou	Lengshuitan	Field Road, Production Road And So On	Caishi Puliqiao Niujaoba Huangyangsi	Caishi: Sanlian Puliqiao: Nanmuchong, Shizitang Niujaoba: Shixiping Huangyangsi: Dabeian, Shewan	20.80		20.8				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Hunan	Changde	Li	Irrigation And Drainage Channels	Jinluo, Wangjiachang	Jinluojinyuan, Shuangxi, Xinyan, Xingfuqiaojuweihui; Wangjiachangshuangqing	114.60		0	0	0	114.6	0
Hunan	Changde	Li	Field Road, Production Road And So On	Jinluo	Jinluojinyuan, Shuangxi, Xinyan, Xingfuqiaojuweihui	31.90		0	0	0	31.9	
Hunan	Changde	Li	Ecolomical Embankment	Jinluo	Jinluojinyuan, Shuangxi, Xinyan, Xingfuqiaojuweihui	0		0	0	0	0	0
Hunan	Changde	Li	Field Road, Production Road	Jinluo	Jinluojinyuan, Shuangxi, Xinyan, Xingfuqiaojuweihui	12.10	0	0	12.1	0	0	0
Hunan	Changde	Nan	Biogas Digesters, Septic Tanks, Anaerobic Purification Tanks	Nanzhou, Zhongyukou	Nanzhoudalangcheng, Bafangzui, Banzui, Nanshan, Dajian, Xingang, Shuangyan, Beiyang, Shentonggang, Baimaqi, Heishanpo, Zhaoyang, Yangjialing, Heishushan, Hehuayu, Nanzhouyuchang; Zhongyukoushimatou, Beidangzi, Changxi, Wuxing, Yanxin, Zhongfu, Tonghu, Yuhong。	50		50				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Hunan	Changde	Nan	Pollutant Discharge Monitoring Point	Nanzhou, Zhongyukou	Nanzhoudalangcheng, Bafangzui, Nanshan; Zhongyukouchangxi, Wuxing	0.10	0.1					
Hunan	Changde	Nan	Agricultural Waste Recycling Pond	Nanzhou, Zhongyukou	Nanzhoubafangzui, Banzui, Nanshan, Nanzhouyuchang, Shuangyan, Dalangcheng; Zhongyukouwuxing, Beidangzi, Shimatou, Changxi。	0.50		0.5				
Hunan	Yueyang	Pingjiang	Irrigation And Drainage Channels	Changshou, Jiayi, Anding, Sanyang	Changshou: 1xingang, 2anshan; Jiayi: 1dongnanjieshequ, 2meitang, 3xiaoyan, 4jiayishequ, 5lianhe, 6luogu, 7xianzhongshequ; Anding: 1anding, 2hengchong, 3anyong, 4yongxing, 5zhongxian, 6daqiao, 7guantang, 8mingshan, 9heping; Sanyang: 1meiyuan, 2jiashan	16						16
Hunan	Yueyang	Pingjiang	Biogas Digesters, Septic Tanks, Anaerobic Purification Tanks And So On	Anding, Jiayi, Sanyang	Anding: 1jiangdong, 2daqiao, 3zhenghuang, 4zhonghuang, 5shanghuang, 6zhongxian, 7anding, 8anyong, 9shuinan, 10yongxing,	11		11				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
					11gaoping, 12shanbei, 13guantang, 14hengchong, 15heping, 16jiushi, 17xiaotian, 18shijiang; Jiayi: 1san, 2lianbu, 3daqing, 4dongnanshequ, 5lianhe, 6xianchongshequ, 7xiejiang, 8meitang, 9dongshan, 10zaolun, 11luogu, 12xiaoyan, 13sizhou, 14wuxing, Changshou: 1guofu, 2tangkou, 3xinmin, 4jinlong, 5dashui, 6baofeng, 7fuping, 8taiping; Sanyang: 1meiyuan, 2nanyuan, 3xinhe							
Hunan	Changde	Taoyuan	Ponds,Pools, Pumping Stations And Other Water Projects	Pantang, Reshi	Zhujiagang, Longjiazui	203						203
Hunan	Changde	Taoyuan	Small Artificial Ecological Wetlands	Pantang	Zhujiagang	100		100				
Hunan	Changde	Taoyuan	Fecal Disposal Facilities	Zoushi, Mutangyuan	Yangzhou, Suomu	60		60				
Hunan	Changde	Taoyuan	Fecal Disposal Equipment	Zoushi	Yangzhou, Yejiapo, Yangjiaxiang	18		18				

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Hunan	Changde	Taoyuan	Irrigation And Drainage Channel	Reshi, Pantang	Longjiazui, Zhujiagang	100		50	50			
Hunan	Changde	Taoyuan	Ecological Embankment	Shuangxikou	Huanglongshequ	50		50				
Yunnan	Qujing	Huize	Irrigation (Diversion)	Tianba	Tianba: Haishan; Kazhu; Cengjiawan; Gongsuo; Baitu	60		40.0	20			
Yunnan	Qujing	Huize	Drainage Channel	Tianba	Tianba: Haishan; Kazhu	130	130.0					
Yunnan	Qujing	Huize	Barracks	Tianba	Tianba: Haishan; Baitu; Yinwu。	1	1					
Yunnan	Qujing	Huize	Water Intake Structures	Tianba	Tianba: Haishan; Kazhu; Cengjiawan; Gongsuo; Baitu; Qinghe; Yinwu	6	6					
Yunnan	Qujing	Huize	Straw Retting Fermentation Tank	Tianba	Tianba: Haishan; Kazhu; Cengjiawan; Gongsuo; Baitu; Yinwu	2		2				
Yunnan	Qujing	Xuanwei	Production Road	Wude	Wude, Hongai, Chalu	170		100	30	25		15
Yunnan	Qujing	Xuanwei	Irrigation And Drainage Channels	Longhua, Baisha, Zhiping	Longhua: 1yanba, Baisha:1fangyin, Zhiping:1renduo	40.50			40.5			

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Chongqing	Jiangjin	Xuanwei	Bridge, Culvert, Gate And Other Canal Buildings	Longhua, Baisha, Zhiping	Longhua: 1yanba, Baisha:1fangyin, Zhiping:1renduo	1.08		0.08	1.0			
Chongqing	Jiangjin	Xuanwei	Sink	Longhua, Baisha, Zhiping	Longhua: 1yanba, Baisha:1fangyin, Zhiping:1renduo	0.05			0.1			
Chongqing	Jiangjin	Xuanwei	Ponds,Pools, Pumping Stations And Other Water Projects	Longhua, Baisha, Zhiping	Longhua: 1yanba, Baisha:1fangyin, Zhiping:1renduo	0.38			0.4			
Chongqing	Jiangjin	Xuanwei	Field Road, Production Road And So On	Longhua, Baisha, Zhiping	Longhua: 1yanba, Baisha:1fangyin, Zhiping:1renduo	175.90		20.0	100.0		55.9	
Chongqing		Kaizhou	Irrigation And Drainage Channels	Tieqiao, Linjiang	Zhangjiaping, Lingtong, Santai, Taihe, Zhongqiao, Huangli, Xinnan, Mingyue, Qingyang, Tongan, Longqiao, Huilong, Maoya, Xinquan	18			18			
Chongqing		Kaizhou	Ponds	Tieqiao, Linjiang	Zhangjiaping, Lingtong, Santai, Taihe, Zhongqiao, Huangli, Xinnan, Mingyue, Qingyang, Tongan, Longqiao, Huilong, Maoya, Xinquan	3			3			

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
Chongqing			Field Road, Production Road And So On	Tieqiao, Linjiang	Zhangjiaping, Lingtong, Santai, Taihe, Zhongqiao, Huangli, Xinnan, Mingyue, Qingyang, Tongan, Longqiao, Huilong, Maoya, Xinquan	166			166			
Chongqing		Wuxi	Irrigation And Drainage Channels	Shanghuang Fengling	Yanjia, Zaoyuan, Jinping, Fengling	14						14
Chongqing		Wuxi	Ponds	Gulu Shanghuang Fengling	Desheng, Maliu, Longping, Daquan, Yanjia, Shifeng, Youyi, Yangqiao, Shanghuang, Siwan, Longmen, Zaoyuan, Jinping	6						6
Chongqing		Wulong	Field Road, Production Road And So On	Gulu Shanghuang Fengling	Desheng, Maliu, Longping, Daquan, Yanjia, Shifeng, Youyi, Yangqiao, Shanghuang, Siwan, Longmen, Zaoyuan, Jinping, Fengling	185			185			
Chongqing		Wulong	Irrigation And Drainage Channels	Yangjjiao, Tukan	Yangjjiao: 1yonglong, 2beiya, 3eling, 4qingchun; Tukan: 1guantan, 2wulong, 3xinping, 4songshu, 5qingshui	35.80		35.8				
Chongqing		Wulong	Sink	Yangjjiao, Tukan	Yangjjiao: 1yonglong, 2beiya, 3eling, 4qingchun; Tukan: 1guantan,	0.20					0.2	

Province	City	County	Project Contents	Townships	Village	Land Occuation Caused By Facility Construction						
						Total	State-Owned Land	Rural Collective Land				
							Unutilized Land	Unutilized Land	Cultivated Land	Forest Land	Garden Land	Other
					2wulong, 3xinping, 4songshu, 5qingshui							
Chongqing		Wulong	Ponds,Pools, Pumping Stations And Other Water Projects	Yangjiao, Tukan	Yangjiao: 1yonglong, 2beiya, 3eling, 4qingchun; Tukan: 1guantan, 2wulong, 3xinping, 4songshu, 5qingshui	4.50		4.5				
Chongqing		Wulong	Field Road, Production Road And So On	Yangjiao, Tukan	Yangjiao: 1yonglong, 2beiya, 3eling, 4qingchun; Tukan: 1guantan, 2wulong, 3xinping, 4songshu, 5qingshui	18.10				16	2.1	
Total						5,379.70	137.10	1,762.94	676.03	41	204.70	2,557.93

APPENDIX 5: BASIC SITUATION OF THE LAND USE RIGHTS TRANSFER

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Guizhou	Tongren	Bijiang	Bahuang	MuNong	1	N/A	N/A	336.79	221.56	0	115.23
Guizhou	Tongren	Bijiang	Bahuang	NiShao	1	N/A	N/A	420.85	278.12	0	142.73
Guizhou	Tongren	Bijiang	Bahuang	BaiGuo	1	N/A	N/A	231.45	89.2	0	142.25
Guizhou	Tongren	Bijiang	Bahuang	ChangPing	1	N/A	N/A	116.93	116.93	0	0
Guizhou	Tongren	Bijiang	Bahuang	GaoBaTian	1	N/A	N/A	507.65	263.42	0	244.23
Guizhou	Tongren	Bijiang	Bahuang	JinLong	1	N/A	N/A	156.25	156.25	0	0
Guizhou	Tongren	Bijiang	Bahuang	MiaoShaoXi	1	N/A	N/A	155.85	0	0	155.85
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangShunFa	Tongren City Bijiang District Jianyun ecological profession cooperative	3.27	0	3.27	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangJianChang	Tongren City Bijiang District Jianyun ecological profession cooperative	6.6	0	6.60	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	HuTianQiao	Tongren City Bijiang District Jianyun ecological profession cooperative	2.45	0	2.45	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangShuiTang	Tongren City Bijiang District Jianyun ecological profession cooperative	3.13	0	3.13	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangHuoFa	Tongren City Bijiang District Jianyun ecological profession cooperative	4.13	0	4.13	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangXingZhi	Tongren City Bijiang District Jianyun ecological profession cooperative	2.88	0	2.88	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangSiJun	Tongren City Bijiang District Jianyun ecological profession cooperative	9	0	9	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangMuXian	Tongren City Bijiang District Jianyun ecological profession cooperative	6	0	6	0
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	YangXiangLin	Tongren City Bijiang District Jianyun ecological profession cooperative	570.35	0	8	562.35

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	1	village committee	Yazipo cological agriculture professional cooperatives	450	0	450	0
Guizhou	Tongren	Bijiang	Tongmuping	BuKou	1	farmers	village committee	365.21			365.21
Guizhou	Tongren	Bijiang	Tongmuping	Tongmuping	1	farmers	village committee	334.28	334.28	0	0
Guizhou	Tongren	Bijiang	WaWu	SiQian	1	farmers	village committee	255.24	0	0	255.24
Guizhou	Tongren	Bijiang	YangTou	YangTou	1	farmers	village committee	369.25	0	0	369.25
Guizhou	Tongren	Bijiang	HePing	YaoShanGou	1	farmers	village committee	500.36	0	0	500.36
Guizhou	Tongren	Bijiang	YunChangPing	YunChangPing	1	farmers	village committee	357.82	0	0	357.82
Guizhou	Tongren	Bijiang	HuaShi	LaoMaTang	1	farmers	village committee	400	0	0	400
Guizhou	Tongren	DeJiang	HeXing	ChaYuan	96	farmers	Chayuan village collective economic cooperative	639.42	579.42	0	60
Guizhou	Tongren	DeJiang	HeXing	QingLongGang	321	farmers	village collective economic cooperative	1620.49	1406.68	0	213.81
Guizhou	Tongren	DeJiang	HeXing	HePeng	76	farmers	village collective economic cooperative	1052.55	1052.55	0	0
Guizhou	Tongren	DeJiang	HeXing	QingMing	139	farmers	village collective economic cooperative	1038	1038	0	0
Guizhou	Tongren	DeJiang	HeXing	DongYuan	42	farmers	village collective economic cooperative	1917.91	1658.69	0	259.22
Guizhou	Tongren	DeJiang	HeXing	BaiGuo	79	farmers	village collective economic cooperative	325.92	325.92	0	0
Guizhou	Tongren	JiangKou	TaiPing	CenMang	40	farmers	village collective economic cooperative	1200	1200	0	0
Guizhou	Tongren	SongTao	PuJiao	MianHuaShan	49	farmers	village committee	101.5	101.5	0	0
Guizhou	Tongren	YanHe	TangBa	NanMu	49	farmers	Tianmu tea cooperative	300	300	0	0
Guizhou	Tongren	YinJiang	MuHuang	DaAo	356	farmers	village committee	800	800	0	
Guizhou	Tongren	YinJiang	DaoBa	YuYan	1	farmers	village committee	0			
Guizhou	Tongren	YuPing	XinDian	DongPing	82	village committee	Dongping Longdong farming professional cooperatives	400	400	0	0
Hubei	Jinzhou	GongAn	ZhangZhuangPu	FengHuang	24	Fenghuang	Zhangzhuangrenjia	1000	1000	0	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Zhang Chongshen	Conglin Village Committee	31	0	31	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	5	farmers	Conglin Village Committee	6	0	6	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Zhang Wangkai	Conglin Village Committee	32	0	32	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Conglin Village Committee	Green fruit industry cooperatives	854.5	0	854.5	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Conglin Village Committee	Green fruit industry cooperatives	703.2	0	703.2	0

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Li Haibin	Conglin Village Committee	0	0	0	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Song Hongxin	Conglin Village Committee	334.8	112.3	222.5	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Liu Guoping	Conglin Village Committee	355	0	355	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Liu Xinrong	Conglin Village Committee	232	0	232	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Sun Yongping	Conglin Village Committee	362.9	0	362.9	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Fang Jianhua	Conglin Village Committee	19.1	0	19.1	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Conglin Village Committee	Hubei Dafengshou Company	52.2	52.2	0	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Conglin Village Committee	Yangxin	258.9	0	258.9	0
Hubei	Xiannin	ChiBi	YuJiaQiao	Conglin	1	Conglin Village Committee	Yangxin	220	0	220	0
Hunan	Shaoyang	Dongkou	Huangqiao	Qinfeng	1	village committee	Xiangfengyuan rural development company	500	0	0	500
Hunan	Shaoyang	Dongkou		Zhulong (originl Gaozhu village)	36	8 farmers	village committee	63.84	63.839	0	0
Hunan	Shaoyang	Dongkou		Shuangzhu	12	farmers	village committee	360	0	360	0
Hunan	Shaoyang	Dongkou	Jiangkou	Damapai	49	49 farms	village committee	50	0	50	0
Hunan	DeJiang	HengNan	JiangKou	HuaKai	1	GuanMeiSongShanZu	LiJinSun	284.9	0	284.9	0
Hunan	DeJiang	HengNan	JiangKou	YanSha	1	JiuLongSanWanZu	HeTouSheng	200	0	200	0
Hunan	DeJiang	HengNan	LiaoTian	GuoShi	1	GuoShiZengYaZu, LuChongZu, XinWuZu	YangZhenMei	508	0	508	0
Hunan	DeJiang	HengNan	LiaoTian	GuoShi	1	XinChaZhongJiaZu, XinHuaZu	LiGuoPing	310	0	0	310
Hunan	DeJiang	HengNan	XiangShi	YangShan	1	YangShanLiuJiaZu	JiangBo	422	0	422	0
Hunan	DeJiang	HengNan	XiangShi	HuTang	1	HuTangShiZiZu, ChengTianZu	NiYongJian	645	0	0	645
Hunan	JiangKou	HengNan	TieSiTang	WangJiang	1	WangJiangShangJiuZu, XiaJiuZu, ZhangShuZu, YanJiaZu	LiCanHua	1470	0	1470	0
Hunan	SongTao	HengNan	HongShan	XinJing	1	XinJingLiXinZu, WeiXingZu	FengHaiOu	867	0	0	867
Hunan	YanHe	HengNan	HongShan	MaiPing、ShiTang	1	MaiPingShuangHeZu	NieYongZhong	340	0	0	340
Hunan	YinJiang	HengNan	HongShan	MaiPing	1	GuanShanWangJiaZu	ZhuMingHuai	160	0	0	160
Hunan	YinJiang	HengNan	LiJiang	SiSheng	1	SiShengHuiTangZu	WangXiangYang	200	0	0	200
Hunan	YuPing	HengNan	LiJiang	ChangChong	1	ChangChongShiTouZu	YanDongYuan	469	0	469	0
Hunan	GongAn	HengNan	LiJiang	DaYu、SiSheng	1	DaYuChangChongZu, GaoJiaZu, YanZhuZu, ShiTangZu	WangXiaoHua	1285	0	1285	0
Hunan	ChiBi	HengNan	LiJiang	JinPen	1	JinPenDuanQiaoZu	HeXiangHui	700	0	0	700
Hunan	ChiBi	HengNan	LiJiang	LinQuan、QingLin	1	LinQuanTianTou、DaHeZhouJia、DaoYuZuDeng	LiCanHua	2822	0	2822	

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Hunan	ChiBi	HengNan	BaoGai	ShuangHeKou	1	ShuangHeKou14-16Zu	WangChongGuang	300	0	0	300
Hunan	ChiBi	HengNan	BaoGai	ShuangTian	1	ShuangTianYiErZu	ZhangTouSheng	688	0	0	688
Hunan	ChiBi	HengNan	BaoGai	CheBei、BaoGai	1	CheBeiBaZu、BaoGaiLiuZu、ErShiZu	HeNianZhao	490	0	0	490
Hunan	ChiBi	HengNan	BaoGai	LianYu	1	LianYuYiZu	HuXinChu	320	0	0	320
Hunan	ChiBi	HengNan	BaoGai	YanHe	1	YanHeBaZu	LiuBaiFa	280	0	0	280
Hunan	ChiBi	HengNan	SanTang	HaoFu	1	HaoFuChaYuanZaoZu	FeiMingChun	720	0	0	720
Hunan	ChiBi	HengNan	HuaQiao	JieGuan、TunJia	1	TunJiaZhuTouZu、ChangTangZu、ZhuWanZu.JieGuanXiWuZu、DaWuZu	XieJinTao	1343	0	0	1343
Hunan	ChiBi	ShuangFeng	ZiMen	QingLan、XinTang、LiangXiong、HuangMaZhou、XingXing	5	5 village committee	village collective economic cooperative	660	0	0	660
Hunan	ChiBi	TaoYuan	JiaQiao	YeJiaPo	1	Yejiapo village committee	Hunan Hongchan cooperative	22.3	0	0	22.3
Hunan	ChiBi	TaoYuan	ZouShi	YangZhou	1	Yangzhou village committee	Taoyuan Sanjia cooperative	15.2	0	0	15.2
Hunan	ChiBi	TaoYuan	ZouShi	SanLiPu	1	Sanlipu village committee	Taoyuan Sanjia cooperative	50	0	0	50
Sichuan	ChiBi	JianGe	GuangPing	KuaiLe	1	Kuaile	Bencao cooperative	300	0	0	300
Sichuan	Dongkou	NanBu	DaYan	LinJiaYa	1	farmers	ChenXinMin	160	160	0	0
Sichuan	Dongkou	NanBu	DongBa	DaGuShan	1	farmers	ZhaoQuanYong	150	150	0	0
Sichuan	Dongkou	NanBu	TieFoTang	MaAn	1	farmers	ZhuPaiJun	1050	1050	0	0
Sichuan	Dongkou	WangCang	DongHe	NanYang	1	NanYang	Sichuan Senmiao agricultrual ltd	180	0	0	180
Sichuan	HengNan	WangCang	DongHe	NanFeng	1	NanFeng	Kiwi professional cooperatives	400	0	0	400
Sichuan	HengNan	WangCang	DongHe	ShiWei	1	ShiWei	Kiwi professional cooperatives	60	0	0	60
Sichuan	HengNan	WangCang	DongHe	FengYang	1	FengYang	Kiwi professional cooperatives	200	0	0	200
Sichuan	HengNan	WangCang	DongHe	ChenPing	1	ChenPing	Vegetable cultivation professional cooperatives	140	0	0	140
Sichuan	HengNan	WangCang	HuaLong	ShiChuan	1	ShiChuan	Sichuan Sanlian Tea Ltd	249.36	249.36	0	0
Sichuan	HengNan	WangCang	HuaLong	ShiChuan	1	ShiChuan	Qingba fruit Ltd	59.12	59.12	0	0
Sichuan	HengNan	WangCang	HuaLong	TingZi	1	TingZi	Qingba fruit Ltd	28.68	28.68	0	0
Sichuan	HengNan	WangCang	HuaLong	ChangLe	1	ChangLe	LiHong	75		0	75
Sichuan	HengNan	WangCang	JiuLong	JinTai	1	JinTai	LvYouKun	30	30	0	0
Sichuan	HengNan	WangCang	JiuLong	WenXing	1	WenXing	LuXianHua	320	320	0	0
Sichuan	HengNan	WangCang	JiuLong	WenXing	1	WenXing	LiuDaQing	210	210	0	0

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Sichuan	HengNan	WangCang	MuMen	FeiFeng	1	FeiFeng	Xiaojialiang tea garden	50	0	0	50
Sichuan	HengNan	WangCang	MuMen	XingYa	1	XingYa	Wancan grain and oild cooperative	1296	1296	0	0
Sichuan	HengNan	YanTing	LinShan	QingFeng	1	farmers	Wancan grain and oild cooperative	548	0	0	548
Sichuan	HengNan	YanTing	BaJiao	ShuangJiang	1	farmers	Wancan grain and oild cooperative	230	0	0	230
Sichuan	HengNan	YanTing	BaJiao	ShuangBa	1	farmers	Wancan grain and oild cooperative	15	0	0	15
Sichuan	HengNan	YanTing	BaJiao	XinSheng	1	farmers	Wancan grain and oild cooperative	190	0	0	190
Sichuan	HengNan	YanTing	BaJiao	QingSong	1	farmers	Wancan grain and oild cooperative	483	0	0	483
Sichuan	HengNan	YanTing	AnJia	ZiLiu	1	farmers	Wancan grain and oild cooperative	254	0	0	254
Sichuan	HengNan	YingShan	HuangDu	ChenZhong	1	farmers	Bo Yuan Ecological Limited	119	119	0	0
Sichuan	HengNan	YingShan	HuangDu	PingShang	1	village committee	Mingqing orchard family farm	105	105	0	0
Sichuan	HengNan	YingShan	HuangDu	YanYa	1	village committee	Jiyuan pig industry professional cooperatives	180	180	0	0
Sichuan	ShuangFeng	YingShan	HuangDu	LanWu	1	village committee	Liang green vegetable professional cooperatives	10	10	0	0
Sichuan	TaoYuan	YingShan	HuangDu	JingYang	1	village committee	Bo Yuan Ecological Limited	13	13	0	0
Sichuan	TaoYuan	YingShan	LingLong	WenWu	1	WenWu	Wenfa professional cooperatives	200	200	0	0
Sichuan	TaoYuan	YingShan	LingLong	JinShan	1	JinShan	Xiangchun professional cooperatives	200	200	0	0
Sichuan	JianGe	YingShan	LingLong	ShengPing	1	ShengPing	large scale growers	100	100	0	0
Sichuan	NanBu	YingShan	YongQuan	ShenGou	1	ShenGou	WuWei	10	10	0	0
Sichuan	NanBu	YingShan	YongQuan	YangMiao	3	YangMiao1.2.8	LiBo	105.37	105.37	0	0
Sichuan	NanBu	YingShan	YongQuan	MaTan	1	MaTan	LiaoWanChao	100	100	0	0
Sichuan	WangCang	ZhaoHua	ZhaoYang	NanMa(LiuShe)	1	NanYang	Professional cooperatives	380	380	0	0
Sichuan	WangCang	ZhaoHua	ZhaoYang	NanMa(QiShe)	1	NanFeng	Professional cooperatives	1000		1000	0
Sichuan	WangCang	ZhaoHua	ZhaoYang	NanMa(QiShe)	1	ShiWei	Professional cooperatives	0			0
Sichuan	WangCang	ZhaoHua	ZhaoYang	NanMa(ShiShe)	1	FengYang	Professional cooperatives	107	107		0

Province	City	County	Town/Township	Village	No. of Contracts	Lessor	lessee	Total (mu)	farm land (mu)	Sparse woods land (mu)	unutilized hill and land (mu)
Yunnan	WangCang	XuanWei	WuDe	WuDe	75	No. 4,5,6 village group of Wude village	Xuanwei City Huanxi farmers professional cooperatives	136	136	0	0
Yunnan	WangCang	XuanWei	WuDe	ChaLu	5	farmers	Xuanwei City Huanxi farmers professional cooperatives	526	526	0	0
Total					1645	0	0	45937.90	17395.39	12663.44	15879.05

APPENDIX 6: ANNUAL LEASING FEE AND LEASING DURATION

Province	City	County	Town/Township	Village	Contract Duration	Annual Leasing Fee (CNY/mu)	Leasing Duration (Years)	Is Fair?	Have Leasing Fee Adjustment Mechanism?	Need To Correct Contract (e.g., duration)?
Guizhou	Tongren	Bijiang	Bahuang	Munong	2017.12.30-2032.12.30	700	15	Fair	N	Y
Guizhou	Tongren	Bijiang	Bahuang	Nishao	2017.12.30-2032.12.30	500	15	Fair	N	Y
Guizhou	Tongren	Bijiang	Bahuang	Baiguo	2017.12.30-2019.12.30	500	15	Fair	N	N
Guizhou	Tongren	Bijiang	Bahuang	Changping	2017.12.30-2019.12.30	700	15	Fair	N	N
Guizhou	Tongren	Bijiang	Bahuang	Gaobatian	2017.12.30-2019.12.30	500	15	Fair	N	N
Guizhou	Tongren	Bijiang	Bahuang	Jinlong	2017.12.30-2019.12.30	500	15	Fair	N	N
Guizhou	Tongren	Bijiang	Bahuang	Miaoshaoxi	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.02.28-2023.2.28	400	7	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.06.02-2026.6.2	400	10	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.05.19-2026.05.19	400	10	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2016.5.10-2026.5.10	400	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	2017.05.10-2037.05.10	400	20	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Bukou	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Tongmuping	Tongmuping	2017.12.30-2019.12.30	400	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Wawu	Siqian	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Yangtou	Yangtou	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Heping	Yaoshangou	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Yunchangping	Yunchangping	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Bijiang	Huashi	Laomatang	2017.12.30-2019.12.30	300	15	General Fair	N	N
Guizhou	Tongren	Dejiang	Hexing	Chayuan	2017.1.1-2020.12.31	500	3	General Fair	N	N
Guizhou	Tongren	Dejiang	Hexing	Qinglonggang	2017.12.30-2019.12.30	500	3	General Fair	Y	N
Guizhou	Tongren	Dejiang	Hexing	Hepeng	2017.12.30-2019.12.30	500	3	General Fair	N	N
Guizhou	Tongren	Dejiang	Hexing	Qingming	2016.11.1-2026.11.1	500	10	General Fair	N	N
Guizhou	Tongren	Dejiang	Hexing	Dongyuan	2017.1.1-2020.12.31	500	3	General Fair	N	N
Guizhou	Tongren	Dejiang	Hexing	Baiguo	2017.12.30-2019.12.30	500	3	General Fair	Y	N

Province	City	County	Town/Township	Village	Contract Duration	Annual Leasing Fee (CNY/mu)	Leasing Duration (Years)	Is Fair?	Have Leasing Fee Adjustment Mechanism?	Need To Correct Contract (e.g., duration)?
Guizhou	Tongren	Jiangkou	Taiping	Cenmang	2017.3.20-2037.3.19	Profit Shareing	20	Fair	N	Y
Guizhou	Tongren	Songtao	Pujiao	Mianhuashan	2017.3.1-2037.3.1	350	20	General Fair	N	Y
Guizhou	Tongren	Yanhe	Tangba	Nanmu	2017.1.1-2037.1.1	100	20	General Fair	N	Y
Guizhou	Tongren	Yinjiang	Muhuang	Daaο	2016.1.1-2035.12.30	100-300	20	General Fair	N	Y
Guizhou	Tongren	Yinjiang	Daoba	Yuyan	2017.5.17-2047.5.16	70	30	General Fair	Y	Y
Guizhou	Tongren	Yuping	Xindian	Dongping	2017.3.1-2018.3.1	800	1	Fair	N	N
Hubei	Jinzhou	Gongan	Zhangzhuangpu	Fenghuang	2014-2028	667	15	Fair	N	Y
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	Y
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2008.1.1-2037.12.31	50-175	30	General Fair	Y	Y
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	Y
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	Y
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	Y	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hubei	Xiannin	Chibi	Yujiacao	Conglin	2009.1.1-2038.12.31	50-175	30	General Fair	N	N
Hunan	Shaoyang	Dongkou	Huangqiao	Qinfeng	2014.04.20-2044.4.20	30	30	General Fair	N	N
Hunan	Shaoyang	Dongkou		Zhulong (Original Gaozhu Village)	2016.10.1-2051.12.31	40-350	35	General Fair	N	N
Hunan	Shaoyang	Dongkou		Shuangzhu	2015.5.20-2045.5.19	40-350	30	General Fair	Y	N
Hunan	Shaoyang	Dongkou	Jiangkou	Damapai	2009-2059		50	General Fair	Y	N
Hunan	Dejiang	Hengnan	Jiangkou	Huakai	2017-2047	18-30	30	General Fair	N	N
Hunan	Dejiang	Hengnan	Jiangkou	Yansha	2017-2047	18-30	30	General Fair	N	N
Hunan	Dejiang	Hengnan	Liaotian	Guoshi	2016-2066	18-30	50	General Fair	N	N
Hunan	Dejiang	Hengnan	Liaotian	Guoshi	2015-2045	18-30	30	General Fair	N	N
Hunan	Dejiang	Hengnan	Xiangshi	Yangshan	2016-2056	18-30	40	General Fair	N	N
Hunan	Dejiang	Hengnan	Xiangshi	Hutang	2017.11.1-2067.11.1	18-30	50	General Fair	N	N
Hunan	Jiangkou	Hengnan	Tiesitang	Wangjiang	2013-2050	18-30	37	General Fair	Y	N
Hunan	Songtao	Hengnan	Hongshan	Xinjing	2012-2062	18-30	50	General Fair	N	N

Province	City	County	Town/Township	Village	Contract Duration	Annual Leasing Fee (CNY/mu)	Leasing Duration (Years)	Is Fair?	Have Leasing Fee Adjustment Mechanism?	Need To Correct Contract (e.g., duration)?
Hunan	Yanhe	Hengnan	Hongshan	Maiping、Shitang	2017-2056	18-30	50	General Fair	N	N
Hunan	Yinjiang	Hengnan	Hongshan	Maiping	2017-2047	18-30	40	General Fair	N	N
Hunan	Yinjiang	Hengnan	Lijiang	Sisheng	2012-2052	18-30	50	General Fair	N	N
Hunan	Yuping	Hengnan	Lijiang	Changchong	2016-2066	18-30	50	General Fair	N	N
Hunan	Gongan	Hengnan	Lijiang	Dayu、Sisheng	2016-2056	18-30	40	General Fair	N	N
Hunan	Chibi	Hengnan	Lijiang	Jinpen	2012-2052	18-30	40	General Fair	N	N
Hunan	Chibi	Hengnan	Lijiang	Linqun、Qinglin	2013-2050	18-30	37	General Fair	N	N
Hunan	Chibi	Hengnan	Baogai	Shuanghekou	2013-2053	18-30	40	General Fair	N	N
Hunan	Chibi	Hengnan	Baogai	Shuangtian	2014-2064	18-30	50	General Fair	N	N
Hunan	Chibi	Hengnan	Baogai	Chebei、Baogai	2014-2054	18-30	40	General Fair	N	N
Hunan	Chibi	Hengnan	Baogai	Lianyu	2013-2043	18-30	30	General Fair	N	N
Hunan	Chibi	Hengnan	Baogai	Yanhe	2011.1.1-2064.1.1	18-30	50	General Fair	N	N
Hunan	Chibi	Hengnan	Santang	Haofu	2015-2065	18-30	50	General Fair	N	N
Hunan	Chibi	Hengnan	Huaqiao	Jieguan、Tunjia	2017-2057	18-30	40	General Fair	N	N
Hunan	Chibi	Shuangfeng	Zimen	Qinglan、Xintang、Liangxiong、Huangmazhou、Xingxing	2016-2046	Paddy Land:400 Yuan/Mu, Dry Land: 200 Yuan/Mu, Unutilized Land:120 Yuan/Mu	30	General Fair	N	N
Hunan	Chibi	Taoyuan	Jiaqiao	Yejiapo	2017.1-2047.1	500	30	General Fair	N	N
Hunan	Chibi	Taoyuan	Zoushi	Yangzhou	2016.8-2024.8	666	8	General Fair	N	N
Hunan	Chibi	Taoyuan	Zoushi	Sanlipu	2012.1-2041.12	500	27	General Fair	N	N
Sichuan	Chibi	Jiange	Guangping	Kuailie	2015-2020	40	5	General Fair	N	N
Sichuan	Dongkou	Nanbu	Dayan	Linjiaya	2012-2062	100	50	General Fair	N	N
Sichuan	Dongkou	Nanbu	Dongba	Dagushan	2016-2036	240	20	General Fair	N	N
Sichuan	Dongkou	Nanbu	Tiefotang	Maan	2013-2033	300	20	General Fair	N	N
Sichuan	Dongkou	Wangcang	Donghe	Nanyang	2017-2027	300	10	General Fair	N	N
Sichuan	Hengnan	Wangcang	Donghe	Nanfeng	2002-2032	300	20	General Fair	N	N
Sichuan	Hengnan	Wangcang	Donghe	Shiwei	2017-2027	300	10	General Fair	N	N
Sichuan	Hengnan	Wangcang	Donghe	Fengyang	2009-2029	300	20	General Fair	N	N
Sichuan	Hengnan	Wangcang	Donghe	Chenping	2017-2027	300	10	General Fair	N	N
Sichuan	Hengnan	Wangcang	Hualong	Shichuan	2012-2042	600	30	Fair	N	N
Sichuan	Hengnan	Wangcang	Hualong	Shichuan	2017.1-2026.1	600	10	Fair	N	N
Sichuan	Hengnan	Wangcang	Hualong	Tingzi	2016-2026	600	10	Fair	N	N
Sichuan	Hengnan	Wangcang	Hualong	Changle	2009-2038	400	30	Fair	N	N
Sichuan	Hengnan	Wangcang	Jiulong	Jintai	2014-2036	600	22	Fair	N	N
Sichuan	Hengnan	Wangcang	Jiulong	Wenxing	2017-2026	210-400	10	General Fair	N	N

Province	City	County	Town/Township	Village	Contract Duration	Annual Leasing Fee (CNY/mu)	Leasing Duration (Years)	Is Fair?	Have Leasing Fee Adjustment Mechanism?	Need To Correct Contract (e.g., duration)?
Sichuan	Hengnan	Wangcang	Jiulong	Wenxing	2016-2026	210-400	10	General Fair	Y	N
Sichuan	Hengnan	Wangcang	Mumen	Feifeng	2010-2040	500	30	Fair	N	N
Sichuan	Hengnan	Wangcang	Mumen	Xingya	2015-2019	500	5	Fair	N	N
Sichuan	Hengnan	Yanting	Linshan	Qingfeng	2015-2029	200-500	15	General Fair	N	N
Sichuan	Hengnan	Yanting	Bajiao	Shuangjiang	2009-2019	200-500	10	General Fair	Y	N
Sichuan	Hengnan	Yanting	Bajiao	Shuangba	2009-2019	200-500	10	General Fair	Y	N
Sichuan	Hengnan	Yanting	Bajiao	Xinsheng	2009-2019	200-500	10	General Fair	Y	N
Sichuan	Hengnan	Yanting	Bajiao	Qingsong	2016-2029	200-500	13	General Fair	Y	N
Sichuan	Hengnan	Yanting	Anjia	Ziliu	2017-2029	200-500	12	General Fair	Y	N
Sichuan	Hengnan	Yingshan	Huangdu	Chenzhong	2014.10-2038.12	165 Kg Paddy	25	General Fair	Y	N
Sichuan	Hengnan	Yingshan	Huangdu	Pingshang	2014.1-2018.1	140 Kg Paddy	14	General Fair	N	N
Sichuan	Hengnan	Yingshan	Huangdu	Yanya	2007.9-2037.9	300 Kg Paddy	30	General Fair	N	N
Sichuan	Shuangfeng	Yingshan	Huangdu	Lanwu	2016.4-2021.4	150 Kg Paddy	5	General Fair	N	N
Sichuan	Taoyuan	Yingshan	Huangdu	Jingyang	2014.10-2027.12	150 Kg Paddy	13	General Fair	N	N
Sichuan	Taoyuan	Yingshan	Linglong	Wenwu	2017-2027	350	10	General Fair	N	N
Sichuan	Taoyuan	Yingshan	Linglong	Jinshan	2017-2027	350	20	General Fair	N	N
Sichuan	Jiange	Yingshan	Linglong	Shengping	2017-2027	400	10	General Fair	N	N
Sichuan	Nanbu	Yingshan	Yongquan	Shengou	2016-2036	150	20	General Fair	N	N
Sichuan	Nanbu	Yingshan	Yongquan	Yangmiao	2017-2027	100-200	10	General Fair	N	N
Sichuan	Nanbu	Yingshan	Yongquan	Matan	2017-2027	100-200	10	General Fair	N	N
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Liushe)	2014.10.1-2029.9.29		15	General Fair	N	Y
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Qishe)	2014.5.1-2044.4.30	50-150	40	General Fair	N	Y
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Qishe)	2014.10.1-2028.4.30	50-150	14	General Fair	N	Y
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Shishe)	2014.11.25-2028.11.25	80-150	14	General Fair	N	N
Yunnan	Wangcang	Xuanwei	Wude	Wude	2017-2029	500	12	General Fair	Y	Y
Yunnan	Wangcang	Xuanwei	Wude	Chalu	2016-2022	500	6	General Fair	N	N
							22.14		21	16

APPENDIX 7: CONTRACT COUNTERPART, NEGOTIATION, AND SIGNATURE STATUS OF ALL CONTRACTS

Province	City	County	Town/Township	Village	Consultation Meeting Organized Before Signature (Y/N)	Information Disclosed To The Farmers?	Farmers Spouse/Other Family Member Signed?	GRM?	Have Formal Contract?	Village Committee meeting Held? If yes, date.
Guizhou	Tongren	Bijiang	Bahuang	Munong	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Nishao	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Baiguo	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Changping	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Gaobatian	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Jinlong	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Bahuang	Miaoshaoxi	Y	Y	N	Y	Y	2017.4.10
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.3
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.4
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.5
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.6
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.7
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.8
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.9
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.10
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.11
Guizhou	Tongren	Bijiang	Tongmuping	Mianhuaping	Y	Y	N	Y	Y	2016.05.12
Guizhou	Tongren	Bijiang	Tongmuping	Bukou	Y	Y	N	Y	Y	2016.05.13
Guizhou	Tongren	Bijiang	Tongmuping	Tongmuping	Y	Y	N	Y	Y	2016.05.14
Guizhou	Tongren	Bijiang	Wawu	Siqian	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Bijiang	Yangtou	Yangtou	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Bijiang	Heping	Yaoshangou	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Bijiang	Yunchangping	Yunchangping	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Bijiang	Huashi	Laomatang	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Dejiang	Hexing	Chayuan	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Dejiang	Hexing	Qinglonggang	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Dejiang	Hexing	Hepeng	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Dejiang	Hexing	Qingming	Y	Y	N	Y	Y	2016.11
Guizhou	Tongren	Dejiang	Hexing	Dongyuan	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Dejiang	Hexing	Baiguo	Y	Y	N	Y	Y	2017.11
Guizhou	Tongren	Jiangkou	Taiping	Cenmang	Y	Y	N	Y	Y	2016.9.25
Guizhou	Tongren	Songtao	Pujiao	Mianhuashan	Y	Y	N	Y	Y	2017.4.15
Guizhou	Tongren	Yanhe	Tangba	Nanmu	Y	Y	N	Y	Y	2017.4.1

Province	City	County	Town/Township	Village	Consultation Meeting Organized Before Signature (Y/N)	Information Disclosed To The Farmers?	Farmers Spouse/Other Family Member Signed?	GRM?	Have Formal Contract?	Village Committee meeting Held? If yes, date.
Hunan	Yinjiang	Hengnan	Lijiang	Sisheng	Y	Y	N	Y	Y	20120202
Hunan	Yuping	Hengnan	Lijiang	Changchong	Y	Y	N	Y	Y	20160101
Hunan	Gongan	Hengnan	Lijiang	Dayu、Sisheng	Y	Y	N	Y	Y	20161210
Hunan	Chibi	Hengnan	Lijiang	Jinpen	Y	Y	N	Y	Y	20120410
Hunan	Chibi	Hengnan	Lijiang	Linqun、Qinglin	Y	Y	N	Y	Y	20130605
Hunan	Chibi	Hengnan	Baogai	Shuanghekou	Y	Y	N	Y	Y	20130201
Hunan	Chibi	Hengnan	Baogai	Shuangtian	Y	Y	N	Y	Y	20120829
Hunan	Chibi	Hengnan	Baogai	Chebei、Baogai	Y	Y	N	Y	Y	20140625
Hunan	Chibi	Hengnan	Baogai	Lianyu	Y	Y	N	Y	Y	20130120
Hunan	Chibi	Hengnan	Baogai	Yanhe	Y	Y	N	Y	Y	20101120
Hunan	Chibi	Hengnan	Santang	Haofu	Y	Y	N	Y	Y	20150420
Hunan	Chibi	Hengnan	Huaqiao	Jieguan、Tunjia	Y	Y	N	Y	Y	20170630
Hunan	Chibi	Shuangfeng	Zimen	Qinglan、Xintang、Liangxiong、Huangmazhou、Xingxing	Y	Y	N	Y	Y	2016
Hunan	Chibi	Taoyuan	Jiaqiao	Yejiapo	Y	Y	N	Y	Y	2016.12
Hunan	Chibi	Taoyuan	Zoushi	Yangzhou	Y	Y	N	Y	Y	2015.6
Hunan	Chibi	Taoyuan	Zoushi	Sanlipu	Y	Y	N	Y	Y	2010.11
Sichuan	Chibi	Jiange	Guangping	Kuailie	Y	Y	N	Y	Y	2015
Sichuan	Dongkou	Nanbu	Dayan	Linjiaya	Y	Y	N	Y	Y	2012.4.
Sichuan	Dongkou	Nanbu	Dongba	Dagushan	Y	Y	N	Y	Y	2016.5.
Sichuan	Dongkou	Nanbu	Tiefotang	Maan	Y	Y	N	Y	Y	2013.4.
Sichuan	Dongkou	Wangcang	Donghe	Nanyang	Y	Y	N	Y	Y	2017.02
Sichuan	Hengnan	Wangcang	Donghe	Nanfeng	Y	Y	N	Y	Y	2002.01
Sichuan	Hengnan	Wangcang	Donghe	Shiwei	Y	Y	N	Y	Y	2017.01
Sichuan	Hengnan	Wangcang	Donghe	Fengyang	Y	Y	N	Y	Y	2009.02
Sichuan	Hengnan	Wangcang	Donghe	Chenping	Y	Y	N	Y	Y	2017.05

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Sichuan	Hengnan	Wangcang	Hualong	Shichuan	Y	Y	N	Y	Y	2012
Sichuan	Hengnan	Wangcang	Hualong	Shichuan	Y	Y	N	Y	Y	2017
Sichuan	Hengnan	Wangcang	Hualong	Tingzi	Y	Y	N	Y	Y	2016
Sichuan	Hengnan	Wangcang	Hualong	Changle	Y	Y	N	Y	Y	2018
Sichuan	Hengnan	Wangcang	Jiulong	Jintai	Y	Y	N	Y	Y	2013
Sichuan	Hengnan	Wangcang	Jiulong	Wenxing	Y	Y	N	Y	Y	2017
Sichuan	Hengnan	Wangcang	Jiulong	Wenxing	Y	Y	N	Y	Y	2016
Sichuan	Hengnan	Wangcang	Mumen	Feifeng	Y	Y	N	Y	Y	2009
Sichuan	Hengnan	Wangcang	Mumen	Xingya	Y	Y	N	Y	Y	2014
Sichuan	Hengnan	Yanting	Linshan	Qingfeng	Y	Y	N	Y	Y	2015.8.7
Sichuan	Hengnan	Yanting	Bajiao	Shuangjiang	Y	Y	N	Y	Y	2008
Sichuan	Hengnan	Yanting	Bajiao	Shuangba	Y	Y	N	Y	Y	2008
Sichuan	Hengnan	Yanting	Bajiao	Xinsheng	Y	Y	N	Y	Y	2008
Sichuan	Hengnan	Yanting	Bajiao	Qingsong	Y	Y	N	Y	Y	2017.8.12
Sichuan	Hengnan	Yanting	Anjia	Ziliu	Y	Y	N	Y	Y	2017
Sichuan	Hengnan	Yingshan	Huangdu	Chenzhong	Y	Y	N	Y	Y	2014.9
Sichuan	Hengnan	Yingshan	Huangdu	Pingshang	Y	Y	N	Y	Y	2013.3
Sichuan	Hengnan	Yingshan	Huangdu	Yanya	Y	Y	N	Y	Y	2008.9
Sichuan	Shuangfeng	Yingshan	Huangdu	Lanwu	Y	Y	N	Y	Y	2016.4
Sichuan	Taoyuan	Yingshan	Huangdu	Jingyang	Y	Y	N	Y	Y	2014.9
Sichuan	Taoyuan	Yingshan	Linglong	Wenwu	Y	Y	N	Y	Y	2017
Sichuan	Taoyuan	Yingshan	Linglong	Jinshan	Y	Y	N	Y	Y	2017
Sichuan	Jiange	Yingshan	Linglong	Shengping	Y	Y	N	Y	Y	2017
Sichuan	Nanbu	Yingshan	Yongquan	Shengou	Y	Y	N	Y	Y	2016.2
Sichuan	Nanbu	Yingshan	Yongquan	Yangmiao	Y	Y	N	Y	Y	2017.4
Sichuan	Nanbu	Yingshan	Yongquan	Matan	Y	Y	N	Y	Y	2017.4
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Liushe)	Y	Y	N	Y	Y	2014.7

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Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Qishe)	Y	Y	N	Y	Y	2014.3
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Qishe)	Y	Y	N	Y	Y	2013
Sichuan	Wangcang	Zhaohua	Zhaoyang	Nanma(Shishe)	Y	Y	N	Y	Y	2014.8
Yunnan	Wangcang	Xuanwei	Wude	Wude	Y	Y	N	Y	Y	2017.3.30
Yunnan	Wangcang	Xuanwei	Wude	Chalu	Y	Y	N	Y	Y	2016.1.2