

Materialien zur Medienkonferenz

Credit Suisse soll Urwaldvölker mit 10 Millionen Dollar entschädigen

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Medienmitteilung des Bruno Manser Fonds und der Gesellschaft für bedrohte Völker Schweiz

Credit Suisse soll Urwaldvölker mit 10 Millionen Dollar entschädigen

Basel / Bern / Zürich, 3. Mai 2007

Credit Suisse (CS) soll den Ertrag aus dem Börsengang des malaysischen Holzkonzerns Samling - rund 10 Millionen US-Dollar - an die geschädigte Urwaldbevölkerung in Guyana, Kambodscha, Malaysia und Papua-Neuguinea zurückerstatten. Diese Forderung stellten der Bruno-Manser-Fonds und die Gesellschaft für bedrohte Völker heute morgen an einer Medienkonferenz in Zürich, an der führende Experten und Indigenenvertreter aus Guyana und Malaysia schwere Vorwürfe gegen den Samling-Konzern erhoben.

Der Bruno-Manser-Fonds (BMF) und die Gesellschaft für bedrohte Völker (GfbV) kritisieren, dass die CS mit den Finanzdienstleistungen für Samling das in ihrer "Sustainability Policy" formulierte Bekenntnis zur Nachhaltigkeit, den von ihr unterzeichneten "Global Compact" der UNO sowie den Geist der "Equator Principles" verletzt. "Besonders besorgniserregend ist, dass die Credit Suisse bei der Risikoüberprüfung des Börsengangs von Samling offensichtlich keine ausreichend unabhängige Überprüfung ihrer Kundin vorgenommen hat", sagte Christoph Wiedmer, Geschäftsleiter der Gesellschaft für bedrohte Völker.

Zerstörung der letzten Regenwälder von Sarawak und illegaler Holzschlag in Guyana

Der Samling-Konzern bewirtschaftet rund 3,9 Millionen Hektaren tropischen Regenwald im malaysischen Bundesstaat Sarawak und im südamerikanischen Guyana (zum Vergleich: die gegenwärtige Waldfläche der Schweiz beträgt 1,2 Millionen Hektaren.). "In Sarawak zerstört Samling seit Jahren den Lebensraum des Volks der Penan, für das sich Bruno Manser zeitlebens engagiert hatte", sagte Lukas Straumann vom Bruno-Manser-Fonds. "Wenn nichts geschieht, werden auch die letzten verbliebenen Urwälder noch abgeholzt."

Janette Bulkan, Anthropologin und Doktorandin an der School of Forestry and Environment Studies in Yale, sagt dazu: "Aus dem von Credit Suisse verbreiteten Börsenprospekt geht hervor, dass die Samling-Tochter Barama über 400'000 Hektaren Tropenwald ausserhalb ihrer Konzessionen bewirtschaftet. Diese Praxis ist illegal, weil sie gegen die Forstgesetzgebung von Guyana verstösst." Auch mit der Übernutzung des Waldes und mit dem Holzschlag auf dem Land der Indianerdörfer Akawini und St. Monica verstösst Samling gegen Gesetze und Richtlinien der Waldbewirtschaftung in Guyana.

Es ist davon auszugehen, dass illegale Aktivitäten in diesem Ausmass nur dank Korruption lokaler Amtsträger in Guyana möglich sind. Die Samling-Tochter Barama exportiert den grössten Teil der in Guyana geschlagenen Stämme unverarbeitet nach Asien. Um die Besteuerung in Guyana zu minimieren, gibt Samling vor, dass ihre Tochter Barama seit 1991 keine Gewinne erwirtschaftet.

Verheerende Folgen für die Urwald-Indianer

Namens der Urbevölkerung von Guyana berichteten der Anwalt David James, Vorsitzender der Amerindian Peoples' Association, und der Direktbetroffene Toshao David Wilson über die verheerenden Folgen des Holzschlags für die Indianer. So leiden die Bewohner des in Nordwest-Guyana gelegenen

Dorfs Akawini unter der Verschmutzung ihrer Trinkwasserversorgung und hatten vor kurzem erstmals mit einer Typhus-Epidemie zu kämpfen. "Die Barama-Arbeiter sind ohne Erlaubnis in unseren Wald eingedrungen und jagen dort unser Wild," sagte der Akawini-Indianer Toshao David Wilson.

Aufgrund des Vertrages mit einer im Besitz von Samling stehenden Tarngesellschaft dürfen die Dorfbewohner, die bisher von kleinräumiger Holzwirtschaft lebten, in ihrem eigenen Wald kein Holz mehr schlagen und müssen zusehen, wie ihre Lebensgrundlage von den malaysischen Holzfällern zerstört wird. Wie David James erläuterte, wehrt sich die Amerindian Peoples' Association gegen die Missbräuche von Samling und wird ihre Tochter Barama für ihr Verhalten zur Rechenschaft ziehen. "Wir verlangen, dass Samling unsere Rechte respektiert und sich an alle internationalen Standards der Indigenenrechte hält."

Appell an die Credit Suisse

Für Andreas Missbach, Banken-Koordinator der Erklärung von Bern und Mitglied des internationalen Bank Track-Netzwerks ist die Geschäftsbeziehung der Credit Suisse mit dem umstrittenen Tropenholzkonzern nicht überraschend: "Der Fall Samling ist symptomatisch, weil bei Credit Suisse griffige Umwelt- und Menschenrechtsstandards fehlen," sagte er. "Wir erwarten vom neuen CEO Brady Dougan, dass er diesen Misstand endlich behebt."

Mutang Urud, ein enger Freund und ehemaliger Mitstreiter von Bruno Manser aus Sarawak, rief die Grossbank abschliessend dazu auf, die Unterstützung für Samling einzustellen. "Ich bewundere die Unabhängigkeit und Integrität des Schweizer Volks. Wir Indigenen wünschen in ähnlicher Weise, unser Leben selbstbestimmt weiter zu führen, ohne dass unsere im Regenwald verankerte Kultur und Geschichte durch die Bulldozer ausgelöscht wird."

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10 Millionen Dollar für die Urwaldvölker: Credit Suisse soll Opfer des malaysischen Tropenholzkonzerns Samling entschädigen

von Lukas Straumann, Geschäftsleiter Bruno-Manser-Fonds

Sehr geehrte Damen und Herren,
ich möchte Sie im Namen des Bruno-Manser-Fonds (BMF) und der Gesellschaft für bedrohte Völker (GfbV) herzlich zu dieser Pressekonferenz begrüßen.

Trotz breiter internationaler Kritik hat die Credit Suisse am vergangenen 7. März den malaysischen Tropenholzkonzern Samling in Hong Kong an die Börse gebracht und verteidigt die Geschäftsbeziehung mit Samling bis heute. Damit verletzt Credit Suisse den Global Compact der Vereinten Nationen, der die Credit Suisse als Gründungsmitglied beitrug, und ihr eigenes Bekenntnis zur Nachhaltigkeit, wie sie es letzten September in ihrer „Politik zur nachhaltigen Entwicklung 2006“ formuliert hat: Samling ist eine höchst umstrittene Firma, die für die Abholzung grosser Flächen tropischen Regenwaldes in Malaysia, Guyana, Kambodscha und indirekt in Papua-Neuguinea verantwortlich ist. Damit verbunden ist auch eine Zerstörung der Lebensgrundlagen der indigenen Bevölkerung dieser Länder.

Wir fordern deshalb heute die Credit Suisse Group auf, ihre Geschäftsbeziehung mit Samling zu beenden. Und wir verlangen, dass die Credit Suisse Group den Ertrag aus dem Börsengang - rund 10 Millionen US-Dollar - an die indigene Bevölkerung zurück erstattet, welche durch Samling geschädigt worden ist.

Nachdem ein Gespräch zwischen BMF / GfbV und der Credit Suisse am 23. Februar ergebnislos verlaufen ist, haben wir uns dazu entschlossen, eine Delegation aus Malaysia und Guyana einzuladen, um den von Samling Betroffenen direkt eine Stimme zu geben und mit ihnen an der CS-Jahresversammlung von morgen Freitag teilzunehmen. Samling bewirtschaftet in diesen beiden Ländern rund 3,9 Millionen Hektaren tropischen Regenwald, also etwas weniger als die Fläche der Schweiz.

Ich möchte Ihnen kurz den weiteren Ablauf skizzieren und die ReferentInnen vorstellen:

- Christoph Wiedmer ist Geschäftsleiter der GfbV und war vor seinem Wechsel zur GfbV langjähriger Waldcampaigner bei Greenpeace Schweiz. Er wird zu Beginn über die Notwendigkeit echter Partizipation der indigenen Waldbevölkerung aus einer Menschenrechtsperspektive referieren.

- Mutang Urud war ein enger Freund von Bruno Manser und bis zu seiner Verhaftung im Jahr 1992 Gründer der Sarawak Indigenous Peoples' Alliance (SIPA). Heute lebt er im Exil in Kanada. Er wird uns über die vergangenen und gegenwärtigen Erfahrungen der Indigenen von Sarawak mit dem von Credit Suisse unterstützten Holzkonzern Samling berichten.

- Janette Bulkan hat sich während über zwanzig Jahren auf Fragen der lokalen Entwicklung in Guyana spezialisiert, unter anderem als Forscherin am Amerindian Research Unit der Universität von Guyana. Heute arbeitet sie an der School of Forestry and Environment Studies der Yale University an einer Dissertation über die Forstwirtschaft von Guyana. Vor dem Hintergrund ihrer Feldforschung wird sie über illegalen Holzschlag durch den Samling-Konzern, Fragen von „Governance“ und die Schädigung der guyanesischen Volkswirtschaft durch asiatische Holzkonzerne referieren.

- David James ist Präsident der Amerindian Peoples' Association, der grössten Indianer-Organisation von Guyana, und der erste indigene Anwalt aus Guyana. Er ist eine der massgeblichen Stimmen, welche die Interessen der Indianer in der nationalen Gesetzgebung vertritt. Uns berichtet er über die Missachtung der Rechte der Indianer und die Zerstörung ihrer Lebensgrundlagen durch die Samling-Tochter Barama.

- Akawini Toshao David Wilson ist Mitglied des Akawini Village Council. Die Indianer-Gemeinde Akawini ist vor kurzem an die Öffentlichkeit getreten, weil ihr traditionelles Land durch den Samling-Konzern zerstört wird. Er wird uns aus erster Hand über die Ereignisse in seinem Dorf berichten.

- Zum Schluss wird Andreas Missbach vom Programm „Banken und Finanzplatz Schweiz“ der Erklärung von Bern am Beispiel des Falls Samling erläutern, dass Credit Suisse über keine griffigen und transparenten Umwelt- und Menschenrechtsstandards verfügt.

Auf Grund der grossen Zahl von Referierenden möchten wir unsere Voten beschränken, damit anschliessend genügend Zeit für Ihre Fragen bleibt. Ein besonderes Anliegen ist uns, vor allem unsere Gäste aus den Tropen zu Wort kommen lassen.

Herzlichen Dank für ihre Aufmerksamkeit

Indigenenrechte und Wirtschaftsverantwortung: Vollständige Partizipation der indigenen Waldvölker bei der Waldnutzung gefordert

von Christoph Wiedmer, Geschäftsleiter der Gesellschaft für bedrohte Völker Schweiz

Die Gesellschaft für bedrohte Völker (GfbV) setzt sich seit vielen Jahren für die Belange indigener Völker ein und unterstützt sie bei der Einforderung ihrer Menschenrechte. Denn in vielen Staaten leben indigene Völker marginalisiert, diskriminiert und unterdrückt. Vielerorts werden ihre traditionelle Kultur und Religion nicht anerkannt und ihre Landrechte systematisch missachtet.

Eine grosse Zahl der weltweit rund 350 Millionen Indigenen lebt in Gebieten, welche reich an Rohstoffen sind. Öl, Erdgas, Gold oder Holz sind aber in den meisten Fällen kein Segen für die Indigenen, sondern ein Fluch, bringen sie doch oftmals eine Zerstörung ihres Lebensraums und damit ihrer Lebensgrundlagen durch die Firmen mit, welche die Rohstoffe ohne Rücksicht auf die indigene Bevölkerung abbauen.

In vielen Regionen der Welt, insbesondere in den tropischen Zonen, leben indigene Völker traditionell im und vom Wald. Immer mehr dringen internationale Holzfirmen in diese Gebiete ein, um die wertvolle Ressource Holz zu nutzen. Die dort lebenden Indigenen, die sich als die wahren Besitzer des Waldes ansehen, werden dabei in der Regel nicht konsultiert, sie tragen aber die Schäden der übermässigen Waldnutzung.

Dies zeigt das Beispiel der malaysischen Holzfirma Samling besonders deutlich: Nachdem Samling den grössten Teil der Wälder in Sarawak/Malaysia in den Territorien der indigenen Penan geplündert hat, weitete sie ihre Geschäftstätigkeiten nach Guyana aus und sicherte sich dort Hunderttausende von Hektaren Land in Wäldern, zum Teil sogar illegal, die bis anhin von den guyanesischen Amerindians bewohnt und bewirtschaftet wurden. Die anwesenden Indigenenvertreter aus Sarawak und Guyana werden Ihnen heute noch näher beschreiben, in welcher Weise Samling ihre Rechte wiederholt missachtet hat und welche verwerflichen Methoden dabei angewendet worden sind.

Die Pflicht zur Beteiligung der indigenen Bevölkerung an Entscheiden, deren Konsequenzen sie betreffen, ist völkerrechtlich festgehalten. Explizit formuliert ist diese Pflicht beispielsweise in der Konvention 169 der Internationalen Arbeitsorganisation und in der Erklärung über die Rechte der indigenen Völker, die vom Menschenrechtsrat im Juni 2006 der UNO-Vollversammlung zur Annahme empfohlen wurde. Sie wurde auch in die strengen Zertifizierungsrichtlinien des Weltforstrats FSC aufgenommen.

Es bestehen also rechtliche Vorgaben. Das Problem ist aber die Umsetzung. Viele Regierungen und vor allem auch Firmen weigern sich die internationalen Empfehlungen umzusetzen. Die Konzerne stützen ihre Tätigkeiten auf die lokale Gesetzgebung und auf die Bewilligungen der jeweiligen Regierung ab. Oft sind sie die einzige Wirtschaftsmacht am Ort, darum ist ihr Einfluss auf die Regierung sehr gross, während die indigene Bevölkerung kaum Anteil an der Macht hat. Zudem ist die Regierungsführung der betroffenen Länder meist von Korruption und mangelnder Transparenz geprägt, was sich ebenfalls zugunsten der Interessen der Firmen und zu Ungunsten der indigenen Bevölkerung ausnutzen lässt. Die Verpflichtung, dass die indigene Bevölkerung beteiligt werden muss, erscheint heute zwar teilweise auf dem Papier, in Form von Auflagen oder Pflichtenheften der Konzerne. In Wirklichkeit werden diese Vorgaben aber ignoriert. Meist fehlt den Betroffenen sowohl das Wissen um ihre Rechte, als auch die Möglichkeiten, diese Rechte einzufordern und durchzusetzen.

Eine echte Partizipation – wie sie völkerrechtlich geregelt ist - bedeutet, dass die Betroffenen zum vornherein rechtzeitig und vollumfänglich über sämtliche geplanten Aktivitäten der Firma und deren Auswirkungen informiert werden, dass sie an der Planung und Durchführung aller Aktivitäten der Firma auf ihren Territorien beteiligt werden und dass sie ihre Zustimmung zum Projekt auch verweigern dürfen. Eine echte Partizipation beinhaltet also auch das Recht zum Neinsagen von Seiten der Betroffenen. In diesem Falle darf die Firma das Projekt nicht durchführen.

Das Bewusstsein um die ökologischen und sozialen Probleme bei Projekten der Ressourcennutzung ist weltweit deutlich gestiegen. Sowohl die direkt involvierten Konzerne wie Samling als auch die Finanzierungsinstitute wie in diesem Fall die Credit Suisse sind nun gefordert, die Beteiligung aller Betroffenen umzusetzen. Insbesondere sollen die indigenen Bevölkerungen in alle Aktivitäten einbezogen werden. Eine weiter andauernde rücksichtslose Profitmaximierung von Firmen und Banken auf dem Buckel der indigenen Bevölkerung und der Natur wird in der Öffentlichkeit und bei den KonsumentInnen Konsequenzen haben und wird schliesslich auch auf dem Markt Folgen zeigen.

The Samling Company's Logging Activities and their Impact on the Penan and other Tribes of Sarawak

by Mutang Urud, Founder of Sarawak Indigenous Peoples' Alliance, Kelabit Tribe, Sarawak

The impact of logging on the indigenous peoples of Sarawak, particularly the Penan, some of whom are still living a nomadic lifestyle, is devastating. Hill logging started in the mid-1970ies when prime wood in the coastal forests was getting difficult to extract. Logging activities first started in the lower hilly regions before they moved on into the higher mountainous regions, penetrating deep into the sanctuary of the Penan and other Orang Ulu tribes.

To us, methods of logging companies in Sarawak seem to be corrupt. The companies are usually owned and run by Malaysian Chinese. But then there are token shareholders: The stocks they hold really belong to Malay and Melanau politicians. Often these token shareholders are the immediate family members and other relatives of the politicians. One example is the Chief Minister of Sarawak whose wife and children are shareholders in various logging operations. His brother owns one of the biggest shipping companies in Sarawak which mainly exports raw logs.

Samling is directly implicated in all the above activities, but it does not end there. After logging quota diminished in the early 1990ies, the logging companies are now getting involved in oil palm plantation. Now that there are no more valuable trees left in the rainforest, the hills are bulldozed and terraced for oil palm planting. There is no effort at replanting the logged forest at all.

Logging poses a threat to the very existence of both settled population and forest dwellers. The survival of the Penan depends on jungle produce to a large degree. Forest fruits, meat, fish, and sago make up 70% of their daily diet. When the forest disappears their food source disappears. A Penan man says, the destruction of the woods to the Penan is what a destruction of all supermarkets would be to Westerners. The populace of the region are now more prone to diseases. They suffer from polluted water supplies, forced dislocation and they are cornered into smaller territories than they are traditionally used to cover.

Since 1984 blockades on timber roads were erected to stop logging companies from entering our territories. Communities built huts and stayed at the blockades for months despite threat from the military and police. One of the blockades was burnt down and bulldozed in a police and military riot. Most of its occupants were arrested and put in jail. They were tried for having stood up to the laws that favored the abolishment of the blockades.

Samling Company is still involved in destroying our forest. Moreover Samling is responsible for arrests of members of local tribes who tried to protect the forests. In our eyes, Samling is an unethical and corrupt company whose only concern is their own profit regardless of all social responsibilities.

I applaud to and admire the independence and integrity of the Swiss people. Our peoples hope that we can continue our self-determination, and we hope that our culture and history will not be eradicated by the desecration of the land.

To support Samling Company in any manner is to partake in its efforts at destroying our people's culture, history and territories. And to make money with Samlings' profit is to partake in their immoral plundering of our land.

Failures by Credit Suisse to implement its own commitments

by Janette Bulkan, Anthropologist, Doctoral Candidate in the School of Forestry and Environmental Studies, Yale University; Member of Social Chamber, Forest Stewardship Council (FSC); Member of Social Chamber, Guyana National Initiative for Forest Certification (GNIFC); Member of Governing Council, Commonwealth Forestry Association (CFA)

Credit Suisse has failed to apply adequately three Principles of the UN Global Compact, which it has signed¹, in its under-writing of the Samling IPO which raised US\$ 280 million on the Hong Kong stock exchange for the re-structured transnational company. Those three Principles are:

(On the Environment) Principle 7 - Businesses should support a precautionary approach to environmental challenges; and Principle 8 - Undertake initiatives to promote greater environmental responsibility. (And on Anti-corruption) Principle 10 - Businesses should work against all forms of corruption, including extortion and bribery.

In addition, Credit Suisse appears not to have applied adequately its own internal procedures, with respect to its Sustainability Policy, Due Diligence Requirements and Responsibility².

Samling in Guyana, South America

The new structure of Samling Global Limited has not yet been reflected in name changes in Guyana. It is noted that the replacement enterprises for Guyana have been registered in the tax haven of the British Virgin Islands. In Guyana, Samling operations are known collectively as the Barama Company Limited. Barama has two legal concessions for harvesting timber from natural tropical moist forest. Together these total 1.65 million hectares of State Production Forest, beginning in 1991 and providing a 25-year license, renewable for a further 25 years. In its first years, Barama demonstrated a willingness to follow government rules and best environmental practices. Since the late 1990s the performance of Barama has deteriorated and it now operates –

- a. with outright illegality
- b. against government policies and strategies
- c. against government and self-imposed procedures.

Samling acknowledged in their IPO prospectus that they rent more than 400,000 hectares of concessions from third parties³. This is clear evidence for large-scale illegal logging since landlording (concession renting) is illegal according to Guyanese laws. In addition to its legal control over 1.61 million hectares, Samling mentions “harvesting rights for a further 445,000 hectares” – this includes 47,000 ha legally held in State Forest Exploratory Permit (a pre-harvest feasibility study). The extra 408,000 hectares are illegally rented from other nominal concession holders⁴. Sub-letting and renting of all classes of forest harvesting concessions are against forest law and concession conditions in Guyana, without special permission⁵. Such illegal activities should lead to suspension or cancellation of the concession⁶. There is no evidence from the Board of Directors of the government’s Guyana Forestry Commission that special permissions have been requested or granted in any of these cases, with one temporary exception.

It must be concluded that Samling’s open claims to these illegally rented areas provides prima facie evidence that Barama is engaged in corruption. Credit Suisse apparently did not check the IPO claims adequately against its Due Diligence commitments related to UN Global Compact Principle 10.

Logging on titled Amerindian Village Lands

Barama is currently logging the titled indigenous Amerindian Village Lands of two communities – Akawini and St Monica. This is acknowledged in the Samling IPO documents⁷. These lands are not within the mandate of the Guyana Forestry Commission. Barama uses Interior Wood Products Inc. (IWPI) as a shell company to arrange logging agreements with these two communities. The agreements were made “in bad faith”⁸ and so are illegal under the Amerindian Act 2006, Article 55 (1) (d). However, although the government of Guyana is aware of the complaints by the Amerindian communities no legal action has been taken against Barama. This also suggests strongly that Barama is engaged in corruption.

Barama did not secure an Environmental Impact Permit to construct logging roads in the Amerindian Village Lands, a further illegality⁹.

Harvesting forest too fast and unsustainably

The Samling IPO documents show that Barama has no intention of harvesting these Amerindian Village Lands or the illegally rented concessions in a sustainable manner. The IPO shows that Barama intends to log out these lands in a single cut by 2016¹⁰.

In its own concession TSA 04/1991, Barama is logging at least 40 per cent too fast¹¹ and selectively cutting the prime decorative hardwood timbers. These are timbers used by in-country timber processing companies for adding value. Instead, Barama is exporting them as logs to India and China.

The IPO documents show that Barama is drawing 55-72 per cent of its total log supply from outside its own forest harvesting concession¹², and thus contributing to local shortages of prime furniture-quality timbers. Barama is able to do this through abuse of its tax concessions for imported fuel and logging equipment. These Foreign Direct Investment (FDI) tax concessions negotiated in 1991 and renewed in 2001 were intended to support local processing and value-addition of non-traditional timbers. Barama is illegally using these tax concessions outside its own area. There is a high import tax on fuel, and forest logging requires a lot of fuel, so the FDI concession gives Barama a strong financial advantage over locally-owned enterprises.

Non-payment of taxes

In spite of the legal advantages of the tax concessions, and its abuse of them, Barama continues to insist that it has made no taxable profit since its arrival in Guyana in 1991 (see also the IPO documents¹³). This is also prima facie evidence of corruption, including administration of exports – under-declaration of volumes, mis-declaration of timber names, under-invoicing and transfer pricing¹⁴.

The very favorable FDI concessions provide Barama with a special regime of resource access taxes, and freedom from several taxes which are routinely imposed on locally-owned forest enterprises. In spite of this treatment, Barama has illegally avoided payment of the export commission on logs obtained from outside its own concession, and is substantially in arrears in forest access taxes¹⁵.

Secrecy in Barama’s activities

There is little or no information in the public domain – from the secrecy shrouding the allocation and control of forest concessions, and the identity and scope of operation of log exporters operating out of Guyana to the failures by State agencies to monitor compliance from FDI-benefitting companies

with the terms of their contract, or to collect even the low natural resource access taxes. None of the following — Barama's Timber Sales Agreement 04/91, the compartment boundary and logging block and harvest area maps, the forest management and other operational plans — are in the public domain. These failures were noted by Accreditation Services International GmbH (ASI) during its monitoring of SGS Qualifor's surveillance mission in November 2006¹⁶.

Barama's contraventions of environmental precautions – UN Global Compact Principles 7 and 8, and Credit Suisse policies

It should be mentioned again that in its first years Barama showed that it had the technical ability to operate to standards of good forest stewardship¹⁷. During the 2005-6 evaluations by SGS Qualifor and ASI, the following contraventions were noted; this is not a complete list. These contraventions are listed in relation to the criteria of the quality assurance Forest Stewardship Council (FSC), and are given by FSC Criterion number¹⁸:

FSC Criterion 1.1 – illegal operations (described above)

FSC Criterion 1.2 – taxes not paid (described above)

FSC Criterion 1.6 – absence of commitment to sustainable forest management and failure to comply with FSC policy and intent on partial certification of large ownerships

FSC Criterion 5.6 – over-cutting (described above)

FSC Criterion 6.1 – absence of environmental impact permit

FSC Criterion 6.2 – failure to demarcate conservation zones in logging blocks (Logging Compartment 5 is entirely high-conservation-value forest)

FSC Criterion 6.5 – poor standards of road construction and maintenance, leading to soil and water pollution

FSC Criterion 6.7 – lack of care in disposal of toxic residues, leading to soil and water pollution

FSC Principle 7 – failures in forest management planning

FSC Criterion 7.4 – no public summary of forest management plan

FSC Principle 8, especially Criteria 8.2 and 8.5 – several failures in monitoring forest harvesting operations and lack of reconciliation with planned forest management

FSC Criteria 9.3 and 9.4 – failure to manage forest of acknowledged high conservation value.

Barama's contraventions of social precautions – Credit Suisse policies

FSC Criterion 3.4 – Barama engages Amerindians for their good knowledge of trees and timbers but pays them badly and does not have employment practices which match the Amerindian way of life. Barama does not specifically compensate for traditional knowledge.

FSC Criterion 4.1 – even after 15 years in Guyana, Barama continues to import field workers from south east Asia. Barama sends these imported workers for training at the Guyana Forestry Training Centre, with interpreters, but does not send Guyanese workers; apparently because it believes that trained local workers would leave for better paid jobs.

FSC Criterion 4.2 – ASI noted several health and safety failures.

Barama was charged with responsibility for death of a mining worker. At the Barama Company Limited's Public Stakeholder meeting on February 28, 2005, the then Commissioner of Geology and Mines (now the Minister of Public Works) and the employer of a dead gold miner held Barama responsible for the latter's death after the company's refusal to allow him passage on a road running

through its concession. There is no legal concept of a private road on public lands in Guyana (legal advice provided 16 February 2007, in relation to the Public Lands (Private Roads) Act cap. 62:03).

FSC Criterion 4.4 – no social impact assessment undertaken.

FSC Criterion 5.1 – transfer pricing and tax exemptions. Barama maintains that it has not made a profit in 15 years. The company has not been paying the 2 percent export tax on the declared value of logs extracted from areas outside of its formal concession, from 2003 by its own admission (but quite likely earlier). The company has not been fined, nor has it yet repaid the levied US\$ 70,000 in export taxes owed since 2003¹⁹. Barama is allegedly in negotiation with the Office of the President on this matter. Barama's abuse of duty-free import allowances and its non-payment of due taxes mean that Guyana actually subsidises log exports.

Guyana's resource access taxes have not been adjusted for the falling exchange rate and for inflation since 1996 and are among the lowest in the world. The country is receiving only around ten per cent of the volume-based tax revenue from resource access rights compared with Malaysia. Even the low taxes are not actually collected efficiently and over US\$ 1 million was owed by the major logging companies, allegedly including Barama, up to August 2005²⁰.

FSC Criterion 5.2 - local harvesters of non-timber forest products (NTFPs) in the Upper Pomeroon River who supply nibi and kufa, tree-growing vines used in manufacture of "cane" furniture, allege that Barama prevents them from travelling along timber roads in order to carry out their traditional harvesting. The GFC Code of Practice for Timber Harvesting (second edition, November 2002, section 2.2 forest use zoning, page 7) says that "Consultation with local stakeholders during the planning process is required to identify whether and where certain tree species are in demand for their use as NTFP-producers (non-timber forest products). Species to consider are... Similarly, consultation should take place in relation to harvesting of Kufa and Nibi. The Code of Practice for Kufa and Nibi Harvesting [a separate GFC document] sets standards on the felling of host trees and sharing of information on the planned coupe six months in advance to allow harvesting of these NTFPs before logging". The foreign forest workers destroy all the nibi and kufa in their path while Pomeroon nibi and kufa harvesters have had to re-locate to less productive forests along the Linden to Kurupukari Road²¹.

FSC Criterion 5.4 - starving of in-country downstream processors of wood supplies. The intensified export of unprocessed prime log species, particularly since 2000, had resulted in the reduction of local supplies. The smallest wood processors have been driven out of business. Larger factories spend increasing amounts of time and resources trying to access raw materials.

Some other examples of the failure of Barama's activities to benefit Guyanese economy:

1. The contribution of forestry to GDP has declined during the period of Barama consolidation of State Production Forests, from 4.8 percent in 1995 to 3.3 percent in 2003, and to 4 percent in 2005.

2.0 The importation of Asian forest workers who have displaced Guyanese forestry workers. Barama had emphasised in 1991 the employment which it would bring in, but it has followed practices like hiring Amerindians and other Guyanese briefly, getting them to train Chinese (and Indonesian) workers, then terminating the employment of the Amerindians, but claiming that Barama has hired a total of so many Guyanese. Skilled jobs are almost all reserved for foreign contract workers, or local

sub-contractors. Barama is keeping to the overall (FDI-agreed) limit of 15 per cent expatriate workforce by counting its unskilled local workers at the plywood mill and 'log landings' (including low-paid cooks and security guards). Foreign workers are paid in US dollars, generally deposited in their bank accounts in their home country, and pay no local income taxes while in Guyana²².

2.1. Barama abuses the technical training provided under ITTO and other multilateral funding to the Guyana Forestry Training Centre (FTC) by sending foreign-recruited workers with interpreters for training, in preference to Guyanese because the foreign workers cannot move to other employers.

2.2. Barama provides employment to only 5 percent of all forestry workers in Guyana while legally holding over one-quarter of the best-stocked forests²³. The Barama Company employs only 1,100 people in total in its logging (400 workers), milling (100 workers) and plywood factory (550 workers) operations (Sukhraj 2005).

2.3. Barama has downsized its plywood processing operation in Guyana while accelerating its log exports. It has reduced its workforce by three-quarters in the plywood mill in a decade – from 1,900 in 1995 to 1,750 in 1996, to 1,000 in 1997 and 550 in 2005. Barama's plymill operates at 10-20 per cent of its rated capacity.

2.4. Salaries - Guyanese employees generally work 12-hour shifts, 27 days on, 4 days off. Both foreign and Guyanese workers are said to be on one-year contracts, if any, renewable at the discretion of expatriate management, without any assurance of annual increment or cost-of-living increase. Guyanese allegedly are paid much less than the foreign workers for the same kind of job. Wage labour rates seem to start at G\$ 26,000 per month (US\$ 130) for Guyanese. The food allowance for foreign workers is more than double that of the Guyanese – G\$ 15,000 per month (US\$ 2 per day) versus G\$ 7,000 per month (US\$ 1 per day). This allowance for food can be taken as canteen-supplied food, or as a kind of credit voucher which can be spent only by list-ordering from a company-tied shop²⁴.

3. Barama is the largest timber exporter in Guyana. The Asian market absorbed 98 percent of the total volume of logs exported from Guyana in 2006. Log exports as a percentage of log production increased from 35 percent in 2005 to 44 percent in 2006. 82 percent of all log exports in 2006 went to India (41percent) and China (41percent). 16 percent of the remainder was purchased by 7 other Asian countries.

¹ United Nations Global Compact URL = <http://www.unglobalcompact.org/AboutTheGC/index.html> and <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html> where see Principles 7, 8 and 10. Credit Suisse has signed the UN Global Compact.

² URL = <http://www.credit-suisse.com/> ; then attach the following pages to form each of the 7 URLs:
- [responsibility/en/common_values.html](http://www.credit-suisse.com/responsibility/en/common_values.html) – commitment to sustainability
- [responsibility/en/principles.html](http://www.credit-suisse.com/responsibility/en/principles.html) – principles and agreements – top right hand side has a panel with clickable links to the Code of Conduct, Sustainability Policy 13 September 2006 (see second bullet under section 5, products and services) and Due Diligence Requirements (see third paragraph). This page refers to the UN Global Compact and to the Equator Principles (which do not apply in this case as Barama is not a project for loan funding)
- [responsibility/en/implementations.html](http://www.credit-suisse.com/responsibility/en/implementations.html) – see last paragraph – duties of the Operational Ecology specialist unit
- [responsibility/en/sustainable_rating.html](http://www.credit-suisse.com/responsibility/en/sustainable_rating.html)
- [governance/en/code_of_conduct.html](http://www.credit-suisse.com/governance/en/code_of_conduct.html)
- [governance/en/standards_policies.html](http://www.credit-suisse.com/governance/en/standards_policies.html)
- [governance/en/auditors.html](http://www.credit-suisse.com/governance/en/auditors.html)

Sustainability Policy of 13 September 2006, document CS-RPA 09/13/2006, section 5 Products and Services – second bullet – “by integrating environmental and social risks in the financial services business in our risk assessments we support our clients in their risk management and risk mitigation.”

Due Diligence Requirements, third paragraph, Management of environmental and social risks in the lending business: “The early identification of environmental and social risks is a key aspect of product development and product enhancement. To avoid credit, liability and reputation-related risks, for example, sensitive transactions undergo a clearly defined process that enables environmental risks to be identified and assessed.”

Responsibility / Commitment to Sustainability / Implementation: “Specialist units and teams of staff with a direct involvement – such as Product Management, Risk Management and the Operational Ecology specialist unit – ensure that the sustainability strategy is duly implemented”

³ Initial (global) Public Offering by Samling Global Limited, summary chapter, page 1, URL = <http://www.hkex.com.hk/list-edco/listconews/sehk/20070223/LTN20070223016.htm>

⁴ Sub-contracted concessions Timber Sales Agreements TSA 4/85, TSA 7/85, and TSA 9/85; Wood Cutting Lease WCL 5/93; State Forest Permissions Ess SFP 9/85 and SFP 10/92.

⁵ “Landlording” is the practice in which the legal holder of a forest harvesting concession gives up managerial control and rents it out to another enterprise. This practice is illegal under Forest Regulations 1953, Article 12: “No transfer of any lease or timber sales agreement shall be made by any forest officer without the prior approval of the President where such lease or timber sales agreement grants exclusive rights to any person over an area estimated to exceed three thousand acres or is for an unexpired period exceeding three years”

Landlording is illegal under Condition 13 of Timber Sales Agreements: “The grantee shall not transfer, sublet, mortgage or otherwise dispose of any interest arising under this agreement except in accordance with the Forest Regulations and any purported disposition made except in accordance with such regulations shall be null and void.”

Landlording is also illegal under Condition 2 of 16 of State Forest Permissions: “This Permit is not transferable without the prior consent in writing of the Commissioner. It may not be assigned or sublet nor may the grantee allow any person to work under it on payment to the Grantee of any consideration whatsoever”

Landlording can be permitted only with express Presidential authority (the President being the Minister of Forestry, as opposed to the quotidian control by the Minister for Forestry, who is usually also the Minister of Agriculture).

Landlording is differentiated from “sprinting” which was a long-standing practice by which concession holders would contract in labour for specific tasks, but without in any way passing on managerial control. . “Sprinting” is a way of keeping recurrent costs low but being able to respond to specific orders for timber. Sprinting is useful to companies which do not positively market Guyana’s wonderful timbers. “Sprinting” in Timber Sales Agreements is covered by Condition 14: “The grantee [that is, the holder of the TSA concession] shall inform the Grantor [the Guyana Forestry Commission] in writing immediately upon engagement of the names of the agents and contractors who are and the dates when they cease, to carry out its operations in the Area.”

⁶ Provision for suspension or cancellation of Wood Cutting Leases or Timber Sales Agreements in the Forest (Miscellaneous Provisions) Act 1982:

“ 11. (1) Where any condition of any lease made under section 7 or timber sales agreement granted under section 7A is not fulfilled, or where any regulation is not observed, the Minister may by notice to the lessee or grantee of the agreement suspend the lease or agreement whereupon it shall cease to be lawful for the said lessee or grantee of the Provision for suspension or cancellation of WCLs or TSAs in the Forest (Miscellaneous agreement to carry out any operations on the land subject to the lease or agreement.

(2) Upon taking such action under subsection (1), the Minister shall forthwith make a full report to the President of the circumstances of the suspension of the lease or the timber sales agreement, as the case may be, whereupon the President may order:

- (a) the cancellation of the lease or agreement;
- (b) the suspension of the lease or agreement for such time as he may determine; or
- (c) the withdrawal of the notice of suspension given by the Minister:

Provided that no order under paragraph (a) or (b) shall be made without affording any person whose rights under the lease or agreement may thereby be affected an opportunity of stating his case.

(3) In the exercise of his powers under this section, the Minister shall consult with the Commission.

⁷ Samling IPO documents, Appendix VI, independent technical report, page VI-68. URL = <http://www.hkex.com.hk/list-edco/listconews/sehk/20070223/LTN20070223016.htm>

⁸ The process by which IWPI negotiated with the Amerindian Village Councils was described to us at a village meeting on 4 August 2006 and summarised in our report to the Ministry of Amerindian Affairs of Guyana a few days later; see attached. Our notes were confirmed by Accreditation Services International GmbH during its monitoring of the surveillance mission by SGS Qualifor of Barama during 20-25 November 2006, and noted on page 8 and Corrective Action Request number CAR.SGS.FM.2006.06 in the public summary of the monitoring report by ASI published on 15 January 2007. URL = <http://www.accreditation-services.com/Documents/ASI-Forest%20Management%20Audit-Guyana-SGS-2006-Final.pdf> "In bad faith" is the wording used in the Amerindian Act 2006.

⁹ IWPI is contravening the Environmental Protection Act 1996 and the Guyana Forestry Commission's Code of Practice for Timber Harvesting (second edition, November 2002, currently withdrawn from GFC website). [URL = <http://www.epaguyana.org/downloads/Volume5Forestry%20EIA%20guidelines.pdf>].

¹⁰ Samling IPO documents, chapters on Global Offering, appendix VI, independent technical report by Pöyry page VI-68

¹¹ In addition to the failures noted in the public summary of the monitoring report by Accreditation Services International GmbH in mid-January 2007 (and the public summary of the SGS Qualifor forest certification evaluation report, February 2006, pages 33-34, FSC Criterion 5,6), Barama is cutting larger areas per year than is compatible with the length of the felling cycle (about 50 per cent more) and is not following the precautions concerning felling cycles for individual species mentioned on page 8 in the GFC Code of Practice for Timber Harvesting (second edition, November 2002). The statement by the GFC Commissioner dated 11 January 2007 that "they have been maintaining an extraction rate that is far below the allowable harvest" is correct in relation to the maximum rate of 20 m³/ha for all species together for a 40 year felling cycle; SGS Qualifor quoted in February 2006 average extraction rates of 8-11 m³/ha. However, the Code requires precaution against over-cutting of individual species, and this precaution is not being followed. In other words, Barama is "creaming" the forest rapidly for a small number of slow-growing high-value timbers, most of which are being exported as unprocessed logs to Asia, contravening both national policies for value-adding in Guyana and the intentions of Barama's foreign direct investment (FDI) arrangements. These contraventions have been mentioned publicly by the Minister for Forestry in his Press conference on 8 December 2006 (URL = http://www.stabroeknews.com/index.pl/article_general_news?id=56509485).

Barama is preferentially logging outside its own concession, in the landlorded concessions. In the last five years, Barama has drawn 56-72 per cent of its logs from landlorded areas, and exported almost all of the logs unprocessed to Asia. This log export is entirely against the spirit of the generous tax concessions given by the Guyana Government and contrary to published value-added policies. In addition, the IPO documents show that Barama has of intention of sustainable forest management in these landlorded areas, reckoning to log them out by 2016.

In its own concession, the company cut 22,000 ha per year in an 8-year period. GFC's standard felling cycle is 60 years so Barama should not have been cutting more than 17,500 ha per year. Barama has argued that its plywood timbers such as baromalli grow faster and therefore it should be allowed a 40-year felling cycle. That would mean 26,200 ha per year, which corresponds to its rate for compartments 1-3 when the Edinburgh Centre for Tropical Forestry (ECTF) was monitoring on site.

Now consider the cutting rates in Barama's other compartments after external monitors (ECTF and DFID) had departed: Compartments 4-5: gross area 589,000 ha, net operable area 497,000 ha or 84 per cent (apparently better or easier forest), scheduled for 2004-2017. The company projects to cut over these two compartments in 14 years which equals cutting over 36,000 ha per year, which is twice as fast as the GFC's 60-year cycle (17,500 ha per year) and almost 40 per cent faster than a possibly negotiable 40-year cycle (26,200 ha per year).

Compartments 6-7: gross area 440,000 ha, net operable area 379,000 ha or 86 per cent, scheduled for 2018-2027. The company projects to cut over these two compartments in 10 years which equals cutting over 38,000 ha per year. This projected rate of extraction is similar to compartments 4 and 5. It is 45 per cent too fast even for a 40-year felling cycle.

¹² Samling IPO documents, chapters on Global Offering, Business, pages 132-3 – table shows log production in TSA 04/1991 and in landlorded areas (listed as "harvesting rights"). Shows preferential harvesting in landlorded areas (72 per cent in 2003-4, 55 per cent in 2004-5, 72 per cent in 2005-6, 66 per cent in half-year 2006).

¹³ Samling IPO documents, chapter on Notes to the Condensed Consolidated Interim Financial Statements, page 23 – con-

firms that Barama had made no provision for paying tax at 45 per cent in Guyana during 2005 and 2006 [in spite of huge log exports] as it “did not have assessable profits”

¹⁴ A series of articles and letters in the independent Press in Guyana, including URLs:

http://www.stabroeknews.com/index.pl/article_archive?id=56499854,
http://www.stabroeknews.com/index.pl/article_archive?id=56507482,
http://www.stabroeknews.com/index.pl/article_archive?id=56509485,
http://www.stabroeknews.com/index.pl/article_archive?id=56507827,
http://www.stabroeknews.com/index.pl/article_archive?id=56508917,
http://www.stabroeknews.com/index.pl/article_archive?id=56507890,
http://www.stabroeknews.com/index.pl/article_archive?id=56508766,
http://www.stabroeknews.com/index.pl/article_archive?id=56510911,
<http://www.stabroeknews.com/index.pl/article?id=56514745>,
<http://www.stabroeknews.com/index.pl/article?id=56515857>,
<http://www.stabroeknews.com/index.pl/article?id=56516380>,
<http://www.stabroeknews.com/index.pl/article?id=56516926>,
<http://www.stabroeknews.com/index.pl/article?id=56517028>.

¹⁵ The large-scale concessions owed over US \$1 million in area fees in 2005; we presume that Barama was among them, but we have no proof (p. 24, Guyana Forestry Commission, 2005. Analysis of Guyana’s Forest Sector Revenue System (2005). Recommendation for the Charge of Stumpage Value. pp. 81. Georgetown: Guyana Forestry Commission.

¹⁶ URL = <http://www.accreditation-services.com/Documents/ASI-Forest%20Management%20Audit-Guyana-SGS-2006-Final.pdf>.

¹⁷ Annual reports on its programme of monitoring and research for the Barama Company Limited by the Edinburgh Centre for Tropical Forests from 1993 to 1999.

¹⁸ The country-specific adaptation of the generic forest stewardship standard of SGS Qualifor is at URL = [http://www.forestry.sgs.com/ad-63gy-01_-_fm_standard_\(guyana\).pdf](http://www.forestry.sgs.com/ad-63gy-01_-_fm_standard_(guyana).pdf) dated 1 February 2005. The public summary of the report on the initial certification by SGS Qualifor is at URL = http://www.forestry.sgs.com/9205-gy_-_barama_ma2005-10_-_ad36a-03_gm.pdf dated 17 February 2006. The public summary of the report of the monitoring mission by Accreditation Services International GmbH is at URL = <http://www.accreditation-services.com/Documents/ASI-Forest%20Management%20Audit-Guyana-SGS-2006-Final.pdf> dated 15 January 2007.

¹⁹ Minutes of the 192nd meeting of the Board of Directors of the Guyana Forestry Commission, 4iii (e), 29 March 2006.

²⁰ See note ‘12’ above.

²¹ Oral information from Chaitram Persaud, a trader in nibi and kufa provided on 7 January 2007, Liana Cane, Georgetown; similar information provided by Doodnauth Persaud, sometime later in January 2007.)

²² Unpublished report to the Trades Union Congress of Guyana, 06 January 2007, and letters to the independent newspapers in Guyana from (apparently) previous employees of Barama.

²³ Page 31 of SGS’s Public Summary, URL = http://www.sgs.com/forestry_services_index/forestry_certification_index/forest_management_reports/qualifor_fmr_guyana.htm

²⁴ Oral information provided anonymously by workers at a Barama log pond on 5 January 2007, summarized in attached report to the Trades Union Congress in Guyana.

Barama Company Violates the Rights of Indigenous Peoples of Guyana

by David James, President of the Amerindian Peoples' Association, Lawyer, Guyana

In October 1991 the Barama Company Limited won an investment contract, giving the company rights to log 1.6 million ha in the Northwest of Guyana near the Venezuelan border (around 8% of the national territory). Barama is a wholly owned subsidiary of the Malaysian Samling Global Ltd. Barama has a 25 year logging licence, automatically renewable for another 25 years, with a 5 year tax holiday automatically renewable for a further 5 years for the export of raw logs, sawn lumber, veneer and processed plywood.

Much of the Barama forest concession overlaps the traditional land of Indigenous peoples of Guyana. The activities of the Barama Company from the inception caused negative effects on the traditional practices of the Indigenous peoples as their concession was granted with little regard for the pre-existing Indigenous claims to lands, territories and resources and even existing land titles.

When the Barama Company moved into the concession to set up operations, one of the first things it did was to evict the people of a small Indigenous settlement named Orenoque. They were resettled in an area much smaller than their original settlement and even today they complain that they were not compensated for the loss of the fruit trees that were bulldozed by the Company.

The Amerindian Peoples Association (APA) has from the beginning of the Barama contract consistently and strongly criticized the manner which the concession was granted as a violation of the land rights of the Indigenous Peoples in and around the concession. There was no consultation with the Indigenous peoples living in the area and most of them only became aware of the concession when the contract was already signed and the company started moving men and equipment into the area. In 1994 when the APA and the Forest Peoples Programme of the World Rainforest Movement carried out a joint survey of the Indigenous Peoples in the Barama concession it revealed that hundreds of those interviewed had never heard of the Barama Company. Many bitterly complained that "we are like refugees. We have no place".

Despite some effort by the Barama Company to mitigate the negative effects of their operations on the Indigenous peoples living in and around their concession this has never proved sufficient. Indigenous peoples and communities continue to complain about violations to their land rights and about the disregard that the Company and its foreign workers show towards the Village Councils and the people of the village.

Today, the Barama Company employs methods such as establishing "shell" or "front" logging companies which induce unsuspecting Indigenous communities to enter agreements wholly in favour of the "shell" company, which promptly sub-contracts to Barama Company as soon as the agreement is signed.

A striking example of this is the agreement signed between the Akawini Village Council and the Interior Wood Products Incorporated (IWPI). This company in apparent collusion with corrupt government, regional and state agency officials made gross misrepresentations to the Akawini Village Council to induce them to enter into a logging agreement. As soon as the contract was signed the Barama Company moved in purportedly on the basis of a sub-contract with IWPI and the Barama Company. The Village Council has complained to the Ministry of Amerindian Affairs asking for their help to render the contract void as it was obtained by deception. Their pleas have apparently been in

vain. In the meantime, IWPI and Barama Company persist in unsustainable logging in the titled lands of the village. The villagers now look on with horror as they see their forest resources destroyed and their water sources polluted by the operation of the two companies.

The APA is calling on all friends and supporters of the Indigenous Peoples of Guyana to stand in solidarity with us as we continue our struggle to hold the Barama Company accountable for its actions. We demand that the Barama Company respect the rights of the Indigenous peoples of Guyana and comply with all relevant international standards pertaining to the rights of Indigenous Peoples.

Akawini Village calls for support to end “bad faith” agreement with Barama

by Akawini Toshao David Wilson, member of the Akawini Village Council, Guyana

I take this opportunity to inform you that we the Arawak Indigenous people of the Akawini Village, Pomeroun in Region 2, Guyana are facing the destruction and loss of our forest resources that has sustained our people for generations.

We are faced with this situation ever since the day that we signed an agreement with a logging company by the name of Interior Wood Products Incorporated (IWPI). We have since learnt that IWPI is a “shell company” set up by Barama Company. The Director of the IWPI, Mr. Basdeo Singh told us in 2004 that he wanted to enter into an agreement with our village to harvest logs. He showed us a draft agreement which he said had the blessings of the Minister of Amerindian Affairs. Also present at this meeting was various government and regional officials and a representative from the Guyana Forestry Commission who we later learnt was an employee of the Barama Company at that time. The village “agreed” to sign the agreement based on the representation made to us by the officials present. We were placed into groups and given about five minutes to study the agreement though we did not understand the legal language in the agreement.

Shortly after this meeting and the signing of the agreement the Minister of Amerindian Affairs (MoAA) sent the Council a letter stating that she had never seen the agreement that Basdeo Singh claimed had her approval. The GFC reportedly said that they also had never seen that agreement. Then in July 2005 Basdeo Singh came to our Village again, this time he was accompanied by official of the MoAA. They said that they had brought an amended version of the first agreement.

At this meeting we told Basdeo Singh “you lied to us the first time and we do not trust you and therefore we will not sign any agreement.” He threatened us that if we did not sign the agreement he would go ahead and work with the old agreement and the royalties would be paid directly to the MoAA. He also threatened to take the Village Council to court. The official from the MoAA at this time also strongly stated that if we did not sign the agreement then it meant that we did not respect his office and that of the Minister and the Ministry would not help us against whatever action IWPI took against the Akawini Village. Only because of the circumstances under which we were placed we signed the agreement. This, we regret to this day as the livelihood of our people is now threatened.

As soon as the agreement was signed we saw heavy duty machinery such as bulldozers, logging trucks and excavators come onto our village lands. After some time we learnt that the heavy duty machinery belonged to Barama Company and that IWPI had a sub-contact with Barama Company. IWPI made this sub-contract without consulting with the Council as required by the agreement. When we confronted the Basdeo Singh to obtain a copy of the sub-contract he promised to send one but he never did. It seems to us that Barama Company which is fully operating in our village lands is being sheltered by IWPI.

The workers of the Barama Company do not have any regard for the villagers and the Village council. They enter our village without permission and hunt the wildlife that we use for our sustenance. We have asked them to stop but they continue to do so to this time. We pleaded with them not to bridge the Akawini Creek which is the main waterway and source of water in the village but they have done exactly that. We have experienced an outbreak of typhoid in the village which never occurred

before and it seems to us that the headwaters of the Creek have been polluted by the activities of the Company.

The villagers are mainly small scale loggers which we have done for many years on a sustainable basis. We are now stopped from logging as IWPI obtained an injunction against the village. The GFC tags and removal permits are withheld from the villagers and given to IWPI only. These tags and permits allow us to cut and ship logs and now that we are unable to do so many people have no means of income and cannot provide for most of their basic needs. The Council is also affected since no royalty comes from the small scale loggers. Even the royalty from IWPI the Council does not receive, as this is withheld by the MoAA.

On behalf of the people of Akawini Village I ask that the State of Guyana do all in its power to protect our rights as individuals, as a community and as Indigenous Peoples. I am calling on all our friends and supporters in Guyana and all over the world to support us in our efforts to end this agreement which was negotiated with us in bad faith. Finally, on behalf of my people I sincerely thank the Society for Threatened Peoples – Switzerland for their interest and support.

Die Credit Suisse braucht eindeutige und transparente Standards

von Andreas Missbach, Fachbereich Banken und Finanzplatz, Erklärung von Bern

Das Beispiel Samling zeigt exemplarisch, wie schnell Grossbanken über ihre Geschäftskunden in Menschenrechtsverletzungen und Umweltzerstörung verwickelt werden. Nur detaillierte, transparente und gelebte Umwelt- und Sozialstandards können Abhilfe schaffen.

Es ist kein Einzelfall, dass Banken wegen ihrer finanziellen Verstrickung in die Zerstörung von Natur und Lebensräumen von Betroffenen und Nicht-Regierungsorganisationen (NGO) zur Rechenschaft gezogen werden. Einige internationale Finanzinstitute, darunter die US-amerikanische Citigroup und die holländische ABN Amro, reagierten auf diesen Druck, indem sie für kritische Geschäftsbereiche detaillierte Umwelt- und Sozialstandards entwickelt haben. Die überzeugendsten und wegweisenden Standards sind in Zusammenarbeit mit NGO entstanden.

Die Credit Suisse hat diesen Prozess bisher verschlafen, obwohl sie nicht weniger in kontroverse Finanzierungen verwickelt ist. Seit vergangenem Herbst hat sie zwar eine „Politik zur nachhaltigen Entwicklung“, diese ist aber sehr allgemein und unverbindlich gehalten. So fehlen beispielsweise klare Vorgaben dafür, wie Finanzgeschäfte in besonders sensiblen Bereichen wie der Wald- und Holzwirtschaft, im Bergbau oder bei der Ölförderung gehandhabt werden. Ebenso wenig gibt es Richtlinien, wie sektorenübergreifende Themen – etwa die Frage der Menschenrechtsauswirkungen von Bankgeschäften - angegangen werden. Transparente und vor allem auch verbindliche Standards für einzelne Sektoren und zentrale Themen sind heute aber längst die „best practice“ für soziale Verantwortung im Bankengeschäft.

Fehlende Standards werden auch dadurch nicht wett gemacht, dass die Credit Suisse zu den Erstunterzeichnerinnen der so genannten „Equator Principles“ gehört. Dieser branchenweite Umwelt- und Sozialstandard kommt nämlich nur bei bankentechnisch eng definierten Projektfinanzierungen zur Anwendung. Also bei Geschäften, bei denen die Bank finanziell das Risiko eines spezifischen Projektes mit trägt, nicht aber bei allen anderen Finanzierungen, beispielsweise einem Börsengang, wie im Fall Samling. Projektfinanzierungen machen weniger als ein Prozent aller Unternehmensfinanzierungen der Credit Suisse aus. Für die betroffenen Menschen macht es aber keinen Unterschied, wie das Unternehmen, das ihren Lebensraum zerstört, finanziert wird.

Die Credit Suisse hat ihren empörten Kunden geantwortet, das Geschäft mit Samling sei auf „die Einhaltung der lokalen Umweltbestimmungen und der internationalen Standards der nachhaltigen Waldbewirtschaftung“ überprüft worden. An dieser Antwort lässt sich aufzeigen, welchen Unterschied klare Standards machen würden. Hätte die Credit Suisse eine transparente Richtlinie für Finanzierungen im Waldbereich, dann wäre für eine besorgte Kundin nachvollziehbar, nach welchen „internationalen Standards“ sich die Bank bei der Risikoprüfung richtet und ein positiver Entscheid müsste entsprechend genauer begründet werden. Hätte die Credit Suisse klare Richtlinien für den Umgang mit Menschenrechten, dann hätten die Menschenrechte der indigenen Urwaldbewohner bei der Überprüfung der Geschäftsbeziehung mit Samling stärker beachtet werden müssen und der Börsengang hätte von der Credit Suisse nicht organisiert werden dürfen.

Die Erklärung von Bern und ihre internationalen Partnerorganisationen fordern von der Credit Suisse, dass sie angesichts dieses letzten Skandalfalls nun endlich handelt. Erstens muss die Bank alle ihre Geschäftsbereiche und Kundenbeziehungen auf deren Menschenrechtsrelevanz überprüfen.

Zweitens soll sie in Zusammenarbeit mit NGO Standards entwickeln, die verhindern, dass die Credit Suisse weiter in Komplizenschaft mit Menschenrechtsverletzungen gerät. Und drittens schliesslich müssen Standards sowie Angaben über deren Umsetzung offen gelegt werden, sollen sie glaubwürdig sein.

Denn auch die besten Standards sind immer nur so gut wie ihre Umsetzung. Dazu muss die Credit Suisse genügend für Sozial- und Umweltthemen qualifiziertes Personal einstellen. Schliesslich müssen alle übrigen Mitarbeitenden geschult werden und das Bonussystem sollte so angepasst werden, dass es nicht wie heute dazu führt, dass soziale und ökologische Bedenken bei Seite geschoben werden.

Für weitere Informationen:

Andreas Missbach, Fachbereich Banken und Finanzplatz, Erklärung von Bern, amissbach@evb.ch, 079 478 91 94

Einige Fakten zur Samling-Gruppe¹

Organisation

- Samling Global Limited, registriert auf den Bermudas
- Kontrolliert durch die Familie Yaw (Firmengründer YAW TECK SENG und Sohn YAW CHEE MING)
- Management: YAW CHEE MING und CHEAM DOW TOON
- Operativer Hauptsitz: Miri (Sarawak, Malaysia)
- Umsatz im Finanzjahr 2006: 388.7 Mio US\$
- Arbeiter und Angestellte: 13'100
- Rund 4 Mio. ha Forst- und Plantagenkonzessionen in Malaysia, Guyana und Neuseeland; Holzverarbeitungsbetriebe in Malaysia, China und Guyana.
- weltweit der fünftgrösste Erzeuger von Sperr- und Schichtholz

Geschichte

- Gegründet 1963
- 1976 bis 1990 Erwerb der Forstkonzessionen in Sarawak / Malaysia; 1990 Start der Holzverarbeitung
- 1991 Erwerb von 1,6 Millionen Hektaren Forstkonzessionen in Guyana durch Barama Co. Ltd.
- 1993 Vordringen in das obere Baram-Gebiet von Sarawak gegen den Widerstand der indigenen Penan. Bei der Auflösung der Blockade einer geplanten Samling-Strasse am 28. September 1993 setzt die Polizei Tränengas ein. Ein Junge wird getötet, mehrere Personen verletzt.²
- 1994 Erwerb von 787'000 Hektaren Forstkonzessionen in Kambodscha
- 1995 Die Firma Concord Pacific beginnt mit illegalem Holzschlag in Papua-Neuguinea unter dem Deckmantel eines Strassenbauprojekts. Samling-Firmengründer YAW TECK SENG ist daran beteiligt.³
- 1997 Offizielle Rüge durch kambodschanische Regierung wegen illegalen Abholzungen; Global Witness dokumentiert illegalen Holzschlag u.a. im Snoul Wildlife Sanctuary⁴
- 1999 Beginn des Rückzugs aus Kambodscha wegen Streit mit der Regierung über Lizenzzahlungen⁵
- 2003 Abzug der Maschinen aus Kambodscha, nachdem Weltbank-Experten einen von Samling eingereichten Waldbewirtschaftungsplan zurückgewiesen haben
- 2003 Indigene von Papua-Neuguinea gewinnen Gerichtsfall gegen Concord Pacific, der weiteren Holzschlag durch das Unternehmen verbietet
- um 2003 Beginn des Holzschlags in dem für einen Nationalpark vorgesehenen Gebiet in den Kelabit Highlands von Sarawak, nachdem die Behörden an Samling neue Konzessionen vergeben haben
- 2005 Überführung in eine Aktiengesellschaft
- 2007 Vordringen in eines der letzten Urwald-Gebiete von Sarawak; Polizei-Einsätze am 7. Februar und 4. April lösen die von Penan errichtete Blockade einer Samling-Strasse bei Long Benali auf
- 15. März 2007: Indianer von Akawini (Guyana) fordern Auflösung des Vertrags mit der Samling-Tarngesellschaft Interior Wood Products Incorporated
- 15. April 2007: Penan errichten fünf neue Blockaden gegen Holzschlag- und Plantagenprojekte von Samling und weiteren Firmen (Rimbunan Hijau, KTS logging)

Produktion laut Börsenprospekt

- Holzeinschlag: 3'182'000 m³/Jahr
- Holzverarbeitung: 1'440'000 m³/Jahr
- Produkte: Rundholz, Sperrholz und Schallungsplatten, Furniere, Sägeholz, Faserplatten, Türrahmen, Möbel, Bodenbeläge etc.

Verkauf nach Ländern und Regionen (Auswahl)

	Rundholz	Sperrholz / Furnier
Europa	< 1 %	9 %
China	30 %	11 %
Japan	14 %	36 %
Nordamerika	< 1 %	19 %
Malaysia	23 %	8 %

Konzessionen

- Malaysia: 1'424'000 ha Forstkonzessionen, zusätzlich 438'000 ha Plantagenkonzessionen
- Guyana: 1'611'000 ha Forstkonzessionen, zusätzlich 450'000 ha von Dritten gepachtete Konzessionen (diese Praxis verstösst gegen die Forstgesetzgebung von Guyana, siehe Beitrag von Janette Bulkan)
- Neuseeland: 35'000 ha Plantagen-Konzessionen
- Anteil Primärwald (Urwald) an der nutzbaren Konzessionsfläche: in Malaysia 18 %, in Guyana 78 %.

Zertifikate

- FSC-Zertifizierung von 570'000 Hektaren Naturwald in Guyana im Februar 2006; Suspendierung des Zertifikats am 9. Januar 2007 wegen systematischer grober Verstösse gegen die FSC-Richtlinien.⁶
- MTCC-Zertifizierung von 56'000 Hektaren Forstkonzessionen in Malaysia seit Januar 2005. Die zertifizierte Fläche ist weitgehend identisch mit einem von den Penan seit 1998 gerichtlich beanspruchten Gebiet. Trotz umgehender Proteste der Penan und einem Rekurs ans malaysische Ministerium für Plantagenwirtschaft weigert sich MTCC bis heute, die Zertifizierung zu widerrufen.
- FSC-Zertifizierung von 35'000 ha Baumplantagen in Neuseeland

Weiterführende Informationen

- Website der Indigenen von Sarawak: www.rengah.c2o.org
- Guyana Forestry Blog: <http://guyanaforestry.blogspot.com> (bis März 2007); <http://guyanaforestryblog.blogspot.com> (ab April 2007)
- Website von Samling: www.samling.com
- Website der guyanischen Samling-Tochter Barama: www.baramaguyana.com
- Samling-Börsenprospekt an der Börse von Hong Kong: <http://www.hkex.com.hk/listedco/listconews/sehk/20070223/LTN20070223016.htm>
- Kampagnen-Website des Bruno-Manser-Fonds: www.bmf.ch/en/news
- Greenpeace-Report über die Aktivitäten der Samling in Papua-Neuguinea: <http://www.greenpeace.org>

[peace.org/raw/content/new-zealand/press/reports/partners-in-crime-report.pdf](http://www.greenpeace.org/raw/content/new-zealand/press/reports/partners-in-crime-report.pdf)

- Global Witness-Report über die Aktivitäten der Samling in Kambotscha: http://www.globalwitness.org/media_library_detail.php/92/en/the_untouchables

¹ Wichtigste Quelle für technische Angaben: Börsenprospekt von Samling an der Börse von Hong Kong, URL: <http://www.hkex.com.hk/listedco/listconews/sehk/20070223/LTN20070223016.htm>

² <http://nativenet.uthscsa.edu/archive/nl/9410/0067.html>

³ <http://www.greenpeace.org/raw/content/new-zealand/press/reports/partners-in-crime-report.pdf>

⁴ http://www.globalwitness.org/media_library_detail.php/92/en/the_untouchables

⁵ http://weblog.greenpeace.org/paradiseforests/2006/02/the_fight_against_the_aiambakk.html

⁶ vgl. <http://www.accreditation-services.com/Documents/ASI-Forest%20Management%20Audit-Guyana-SGS-2006-Final.pdf>

Inserat vom 9. März 2007, erschienen in der International Herald Tribune

Investing in rainforest destruction:

Samling Global Ltd listing with support from Credit Suisse, HSBC, Macquarie

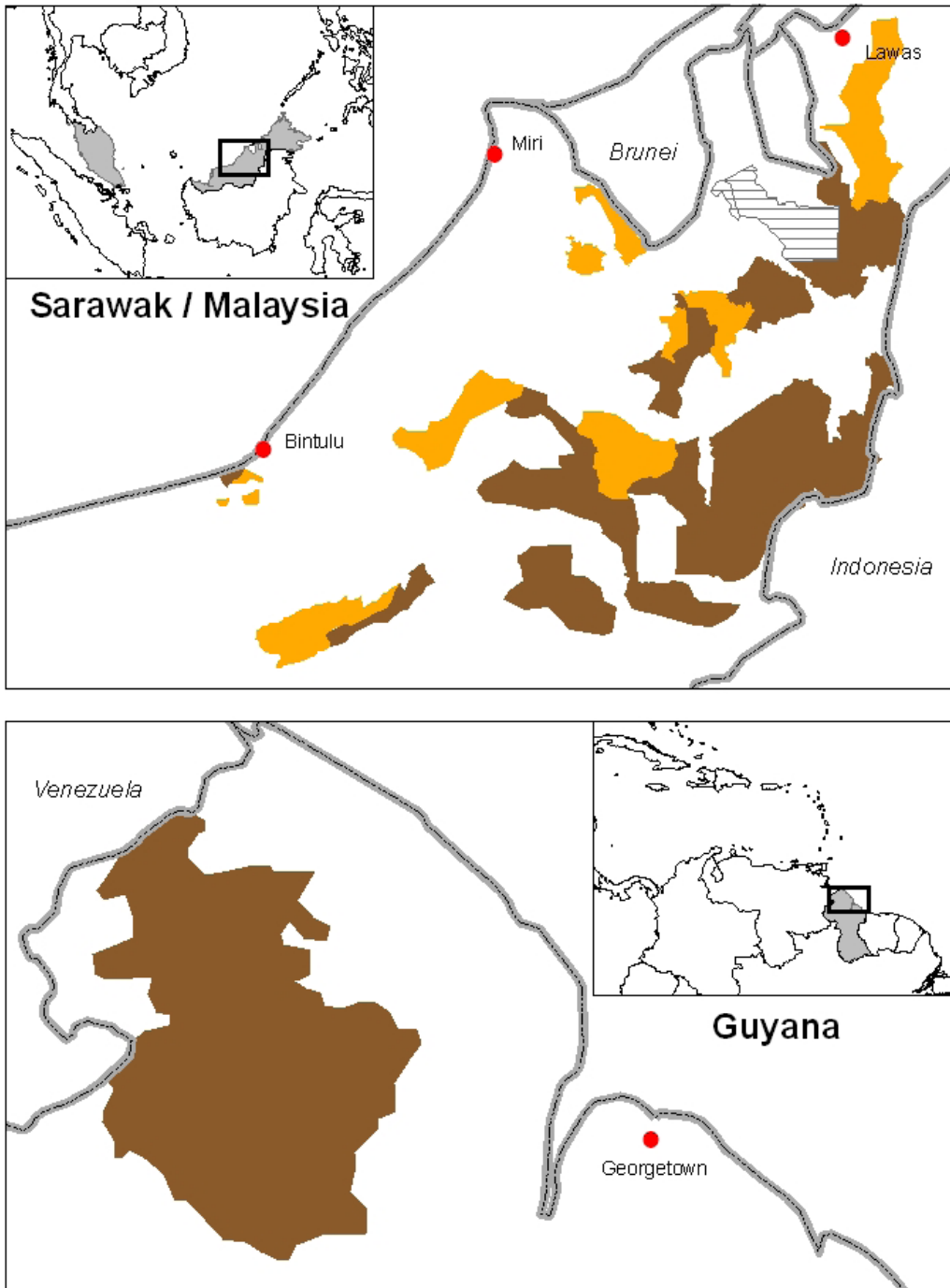
- The Samling Group has a long record of violating indigenous peoples' rights and rainforest destruction.
- It is now logging the last remaining primary rainforests in Sarawak in Malaysia, in conflict with indigenous peoples there.
- Samling Group and its related companies have illegally logged forests in Cambodia and Papua New Guinea.
- It has been found non-compliant with Forest Stewardship Council (FSC) standards in Guyana.

The undersigned call on investors to shun this company, and the sponsoring banks of Credit Suisse, HSBC and Macquarie to cease providing services to Samling. HSBC appears in breach of its own forest sector guidelines, Credit Suisse appears in breach of its Sustainability Policy (available on the Credit Suisse website). Macquarie does not appear to have a publicly available forests policy.

Signatories:

- Aliran Kesedaran Negara (ALIRAN) Malaysia
- Amerindian Peoples Association Guyana
- ARA Germany
- Amis de la terre France
- BankTrack Netherlands
- The Berne Declaration Switzerland
- The Borneo Project USA
- Both Ends The Netherlands
- Bruno Manser Fonds Switzerland
- Borneo Resources Institute (BRIMAS) Malaysia
- Center for Orang Asli Concerns (COAC) Malaysia
- Centre for Organisations Research & Education (CORE) India
- Community Forestry International USA
- Cornerhouse United Kingdom
- FERN United Kingdom
- Forest Peoples Programme United Kingdom
- Friends of the Earth Czech Republic
- Friends of the Siberian Forests Russia
- Global 2000 Austria
- Global Response USA
- Global Witness United Kingdom
- Institute for the development of alternative living (IDEAL) Malaysia
- Land and Peoples Information Systems Canada
- One Voice France
- Pacific Indigenous People's Environment Coalition (PIPEC) New Zealand
- Pro Regenwald e. V. Germany
- Rainforest Action Network USA
- Rainforest Foundation Norway Norway
- Rettet den Regenwald e.V. Germany
- Robin Wood e.V. Germany
- Sahabat Alam Malaysia Malaysia
- Sarawak Dayak Iban Association (SADIA) Malaysia
- Society for Threatened Peoples Switzerland
- TARA-Ping Pu Taiwan
- Urgewald Germany
- Western Canada Wilderness Committee Canada
- World Rainforest Movement Uruguay

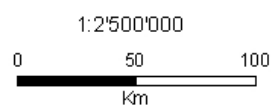
Samling concessions in Sarawak / Malaysia and Guyana



Legend

- Logging concession
- Plantation licence
- City
- Country border
- Logging concession Limbang Trading*

* Samling holds 60 % shares of the company



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